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HEWITSON v. INIRA PROPERTIES INC. et al, 2024 ONSC 2764 (CanLII)

Date: 2024-05-14

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**CITATION:** HEWITSON v. INIRA PROPERTIES INC. et al, 2024 ONSC 2764  
**COURT FILE NO.:** CV-23-0085-00  
**DATE:** 2024-05-14

**ONTARIO**

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**SUPERIOR COURT OF JUSTICE**

**BETWEEN:** )  
) )  
KATIE HEWITSON ) Self-Represented, for the Plaintiff  
)

	)	
	)	
	)	Plaintiff
	)	
- and -	)	
	)	
	)	
INIRA PROPERTIES INC. and	)	L. THANAPALAN, for the Defendants
RAJEEV RAVEENDRAN	)	
	)	
	)	
Defendant	)	
	)	
	)	
	)	
	)	<b>HEARD:</b> April 18, 2024, In Person
	)	April 26, 2024, by Video Conference

**JUDGMENT**

**L.B. STEWART J.**

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**Overview**

[1] Motion for Summary Judgment by defendants, Inira and Raveendran. The defendants allege that they purchased a home in Hepworth, Ontario in December, 2022 and that the plaintiff has refused to vacate the house, despite the fact that she has no legal interest in the property. The action was dismissed against the other defendants, Codi Dickinson and Steven Dickinson by endorsement dated April 18, 2024.

## **Facts**

[2] Rajeev Raveendran (Mr. Raveendran) is the sole director and shareholder of Inira Properties Inc. (Inira). He is the guiding mind of the corporation.

[3] Codi and Steven Dickinson were the owners of a property known municipally as 759637 Concession Road 1, Hepworth, Ontario (property). Katie Hewitson and her children lived at the Hepworth property. Codi Dickenson was the father two of the children. From May, 2013 to 2019 or 2020, Ms. Hewitson was in a relationship with Codi Dickinson.

[4] Codi and Steven Dickinson decided to sell the property and engaged a website called [www.housedealsgta.com](http://www.housedealsgta.com). Mr. Raveendran was a subscriber to the website. He was interested in purchasing the property.

[5] Ms. Hewitson was aware that the property was for sale. She was present for a home inspection as well as a video walk-through.

[6] The Dickinsons (vendors) and Inira (purchaser) executed an Agreement of Purchase and Sale for the property on November 20, 2022 and the transaction closed on December 6, 2022.

[7] Inira and Mr. Ravneendran were advised that Ms. Hewitson was not a tenant, nor did she have any spousal rights to the home. Starting

on December 7, 2022, Mr. Raveendran made multiple efforts to contact Ms. Hewitson in order to discuss a timeline for her leaving the property.

[8] Ms. Hewitson did not respond directly, but instead referred Mr. Raveendran to her legal counsel (Mr. Wilford) as of December 7, 2022. On December 21, 2022, the OPP informed Mr. Raveendran that Mr. Hewitson could not be removed from the property without a court order as she had asserted an interest or share in the property. In December, 2022 and January, 2023, there were exchanges between legal counsel regarding Ms. Hewitson's legal position.

[9] To date, Ms. Hewitson has not vacated the property.

### **Procedural History**

[10] Inira and Raveendran started an application against Ms. Hewitson in early 2023, seeking a declaration that they owned the property. Ms. Hewitson insisted that there were facts in dispute. Accordingly, the application was stayed and Ms. Hewitson started an action against the four defendants.

[11] Ms. Hewitson was represented by legal counsel until November, 2023. Since that time, she has been self-represented. Ms. Hewitson was cross examined on her affidavit and her amended statement of claim on November 10 and 23, 2023. (The cross-examination was adjourned on November 10 to permit Ms. Hewitson to get counsel and

she returned on November 23 without counsel). Ms. Hewitson did not answer any of her 15 undertakings given on the cross examination.

[12] On April 18, 2024, prior to hearing the motion for summary judgment, the parties engaged in settlement discussions. Ms. Hewitson advised the court that she wished to dismiss her claims against the defendants Codi Dickinson and Steven Dickinson. I then heard argument for the remaining moving parties, Inira and Raveendran. Ms. Hewitson started her oral argument, during which she stated that she had documents which she had not served or filed. Given that Ms. Hewitson was self-represented, I granted one final adjournment, peremptory to Ms. Hewitson, with clear instructions to how and when she should deliver her documents to defence counsel (see April 18, 2024 endorsement).

[13] This motion resumed on April 26, 2024. Ms. Hewitson did not retain counsel, nor did she file materials.

[14] Despite the absence of any materials from Ms. Hewitson, and recognizing that oral submissions do not constitute evidence, I ensured that I understood her position on the motion and have summarized her arguments below.

### **Law and Analysis**

## **1. Should summary judgment be granted?**

[15] Ms. Hewitson conceded, on her cross examination and in oral argument, that she has no legal interest in the property and that she cannot support any of her claims against Inira and Mr. Raveendran. Specifically, she agrees that:

- a. She was not a tenant of the property;
- b. She had no family law claim to the property;
- c. She had no legal interest in the property;
- d. She has no equitable interest in the property;
- e. She did not ever make a formal offer to purchase the property;
- f. She knew of no connection between the Dickinson defendants and Inira/Raveendran (so there can be no conspiracy);
- g. She does not wish to pursue her other heads of relief from her statement of claim, such as general and punitive damages.

[16] Ms. Hewitson's only argument on this motion is that she has an "interest" in the property, meaning that she has a desire to continue to live in the home and to purchase it as she and her children have lived there since 2014. She was willing to pay \$275,000 for the property and she did not feel that it was right that the vendors accepted a lower offer from Inira (\$258,000).

[17] Ms. Hewitson's argument fails for the following reasons:

a. There is no evidence that Ms. Hewitson actually offered to purchase the home. At best, there may have been some discussions about Ms. Hewitson intending to make an offer, but a formal offer was never made.

b. Even if Ms. Hewitson made a formal offer to purchase the home, there is no obligation on the vendors to accept a particular offer.

c. The sentimental connection to a home is irrelevant to the issues on the motion.

[18] [Rule 20.04\(2\)\(a\)](#) of the [Rules of Civil Procedure](#) provides that the court shall grant summary judgment if there is no genuine issue requiring a trial with respect to a claim or a defence.

[19] There will be no genuine issue requiring a trial when the court is able to reach a fair and just determination on the merits on a motion for summary judgment. This will occur when the process:

- a. Allows the judge to make the necessary findings of fact;
- b. Allows the judge to apply the law to the facts; and
- c. Is a proportionate, more expeditious and less expensive means of achieving a just result<sup>[1]</sup>.

[20] This is an appropriate case for summary judgment. I find that the moving parties/defendants, Inira and Mr. Raveendran, have shown that there is no genuine issue requiring a trial. I find that Inira purchased the property from the Dickinsons and is the current owner of the

property. Ms. Hewitson has no claim to the property whatsoever. As noted above, Ms. Hewitson does not dispute these facts.

## **2. Should leave be issued for a writ of possession against the property?**

[21] A writ of possession is an enforcement order which may be issued only with leave of the court, the court being satisfied that all persons in actual possession of any part of the land have received sufficient notice to enable them to apply to the court for relief[2].

[22] The court in *Gauthier v. White* noted the difference between a writ and the underlying order:

A writ of possession, itself, does not determine a right of possession. The purpose of the write is to direct the Sheriff to enforce an order that, separately from the write, has determined the right of possession[3].

[23] In this case, the requirements of Rule 60.10(2) are clearly met. The person in actual possession of the land (Ms. Hewitson) has had ample notice of the legal proceeding involving the land and had many opportunities to seek relief. Ms. Hewitson has been on notice of Inira's claims since December 7, 2022.

### **Damages**

[24] Inira has owned the property since December 6, 2022, but had no access to it. The property, which was already in need of attention, deteriorated since the closing date. Mr. Raveendran wishes to renovate



the property for commercial use (a rental property) or personal use (a family cottage). Ms. Hewitson has been living in the property rent free since December 7, 2022. The defendants seek damages under the following headings:

- a. Fixed Costs
- b. Opportunity costs;
- c. Property damage; and
- d. Punitive damages.

[25] With respect to fixed costs, the defendant's materials prove the following damages.

<b>Category</b>	<b>Time Period</b>	<b>Amount</b>
Mortgage Interest	December 6, 2022 to December 6, 2023  (\$1640.63 per month)	\$19,687.56
	December 6, 2023 to April 18, 2024  (\$1640.63 per month)	9,023.47
Home Insurance	December 6, 2022 to December 6, 2023	\$1790

	December 6, 2023 to April 18, 2024	\$820.44
Property Tax	December 6, 2022 to December 31, 2023	\$2918.95
	January 1, 2024 to April 18, 2024	\$1459
		<b>TOTAL: \$35,699.42</b>

[26] With respect to opportunity costs, Mr. Ranveendran argues that he relinquished the possibility of renting the property after renovating it. Assuming a monthly rent of \$2650, he would have netted \$1009.37 per month after his mortgage payment.

[27] Mr. Raveendran asks the court to assume that he would have rented the property from January 1, 2023 to April 18, 2024. However, given his own evidence about the dilapidated state of the property, it is unlikely that the renovations would have been completed within a month of closing. It is more reasonable to assume that the renovations would have taken five months, so the damages under this head are for ten months of rental income: \$10,093.70.

[28] Since closing the property transaction on December 6, 2022, the township issued a notice on May 4, 2023 as the property was not being

maintained. Mr. Raveendran is concerned that the ongoing neglect will increase the repair costs and seeks damages in the amount of \$5000 to \$10,000. There is insufficient evidence to support this claim for damages (such as repair estimates).

[29] Finally, the defendants seek punitive damages because the plaintiff's claim is frivolous and vexatious and she has been taking advantage of the legal system to secure free housing, which is an abuse of process.

[30] I am mindful that Ms. Hewitson was represented by legal counsel between December, 2022 and November, 2023. Her evidence on cross examination was that she followed her lawyer's advice regarding the prosecution of her claim, including swearing an affidavit which contained incorrect information. Ms. Hewitson's arguments failed on this motion. However, in my view, there is insufficient evidence of Ms. Hewitson's actions being intentional and/or reckless to warrant an award of punitive damages.

[31] The total damages awarded are \$45,793.12.

### **Costs**

[32] As noted above, this application was converted to an action on Ms. Hewitson's argument that there were facts in dispute. Thereafter, Ms. Hewitson became inert. She conducted no discoveries and did not cross examine on any of the affidavits on this motion. Ms. Hewitson did

not answer any of her undertakings nor did she file any materials on the motion.

[33] Ms. Hewitson did ask, and was granted, several indulgences by the court for additional time to file materials. There are five timetabling endorsements in the file. Indeed, this motion for summary judgment was adjourned to permit Ms. Hewitson one last opportunity to file documents, which she did not do.

[34] The costs for Inira/Raveendran range from 28,676.86 (partial indemnity) to \$40,541.86. Defence counsel, Mr. Thanapalan, charges an hourly rate of \$300 (2019 call). Given the number of attendances, and the wide-ranging allegations which had to be addressed by the defendants (including conspiracy), these costs are reasonable.

[35] The defendants offered to settle this matter on multiple occasions: March 30, 2023, November 20, 2023 and April 12, 2024. The defendants obtained more relief on this motion than in their offers. I therefore award substantial indemnity costs in the amount of \$36,711.16, inclusive of legal fees, disbursements and interest.

### **Orders Made**

[36] Accordingly, I make the following orders:

- a. Summary judgment is granted in favour of the defendants, Inira and Raveendran.

- b. Inira Properties Inc. is the lawful owner of the property known municipally as 759637 Concession Road 1, Hepworth, Ontario, N0H 1P0 and legally described as PT.1.T31 CON 1 NCD KEPPEL.PT3 16R3343, GEORGIAN BLUFFS (the “property”).
- c. The Plaintiff, Katie Hewitson has no legal interest in the property.
- d. The defendants, Inira and Raveendran, have leave to issue a Writ of Possession against the property.
- e. The Sheriff of the Township of Georgian Bluffs may not enforce the Writ of Possession to remove the plaintiff (and any other occupants) from the property until **Friday July 12, 2024**.
- f. General damages in the amount of \$45,793.12 are awarded to the defendants Inia and Raveendran.
- g. Costs in the amount of \$36,711.16 are awarded to the defendants Inira and Raveendran, inclusive of all legal fees, disbursements and interest.

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**L.B. STEWART J.**

**Released:** May 14, 2024

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Plaintiff

– and –

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RAJEEV RAVEENDRAN

Defendant

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**JUDGMENT**

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L.B. STEWART J.

**Released:** May 14, 2024

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[1] *Hryniak v. Maulin*, 2014 SCC 7 at para 49 (CanLii).

[2] Rule 60.10, *Ontario Rules of Civil Procedure*.

[3] *Gauthier v. White*, 2019 ONSC 7336, para 16.

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