

NEWS



Bill 10: Protect Ontario Through Safer Streets and Stronger Communities Act - A High-Stakes Shift For Ontario Landlords

BY JOHN FOX, SARAH HOOPER AND ALEXANDER CAPUTO

WHAT PROHIBITIONS ARE INCLUDED IN BILL 10 THAT LANDLORDS SHOULD BE AWARE OF?

There are two main prohibitions, as follows:

1. Knowingly permitting illicit activity (section 2) - Landlords have a defence if they take “reasonable measures” to prevent their properties from being used for the production or trafficking of illicit drugs (a “prescribed offence”). The exact definition of “reasonable measures” remains unclear, meaning that landlords do not know what actions will be considered sufficient to mount a defence.
2. Knowingly possessing proceeds from a prescribed offence (section 3) - Unlike the first provision, this section does not offer landlords a “reasonable measures” defence, making it a more severe liability. Whether accepting rent payments after discovering illegal activity would violate this rule remains uncertain, leaving landlords vulnerable to unintended consequences.

WHAT CAN AUTHORITIES DO?

The *Protect Ontario Through Safer Streets and Stronger Communities Act* (the “Act”) provides law enforcement with extensive powers, including the ability to remove individuals from rental properties, close commercial properties, seize property tied to, restrict access to premises, and in certain cases, arrest suspects without a warrant, all in relation to a prescribed offence. Additionally, obstructing officers in their duties may result in penalties under section 10 of the Act.

WHAT COUNTS AS “REASONABLE MEASURES”?

Landlords are left wondering: How can I prove I took “reasonable measures”? Does that mean adding security cameras or increasing property inspections?

Without clear guidance, landlords may struggle to ensure compliance, potentially leading to unintended legal trouble.

Penalties are steep, with first-time infractions carrying fines ranging from \$10,000 to \$250,000, and repeat offenses accruing daily penalties. Given the risks, landlords may feel pressured to adopt stricter oversight—whether through tenant screening, surveillance, or proactive lease enforcement.

HOW WILL THIS IMPACT NON-PROFIT HOUSING?

Non-profit landlords—particularly those providing supportive housing for vulnerable tenants—face unique challenges under this Act. The law holds directors, including volunteer directors, personally liable, making board membership riskier for those working with high-needs populations. Additionally, any requirement to implement expensive security measures could force non-profits to raise rent or cut services, further shrinking Ontario’s affordable housing stock. If tighter enforcement discourages organizations from supporting vulnerable communities, the housing crisis could worsen for those at risk.

WHAT COMES NEXT?

While the Act aims to curb illegal drug activity, it also raises serious concerns about fairness, clarity, and practical enforcement. Landlords now bear the burden of demonstrating they took “reasonable measures”, but without clear guidelines, the risks—especially for non-profits—are substantial. The regulations are yet to come. Before they do, more consultation with housing experts, legal professionals, and tenant advocates will be crucial to refining the law and protecting responsible landlords and their directors.



Step Carefully: 30-Day Clause Clarified

BY PHILIP HOLDSWORTH

Multi-tiered dispute resolution clauses—also known as “step clauses”—are common in commercial contracts containing agreements to arbitrate. Especially in sectors like construction, architecture and engineering, parties often agree that disputes must first go through informal negotiation, then mediation, before finally proceeding to arbitration.

These clauses promote efficiency and preserve commercial relationships. By sequencing the escalation of conflict, they encourage parties to resolve issues early, before costs and positions harden; however, step clauses can also complicate matters. When poorly drafted or rigidly interpreted, they risk becoming procedural traps, creating uncertainty about when arbitration rights crystallize or expire, and whether an arbitrator has jurisdiction to hear the dispute at all.

In J.P. Thomson Architects Ltd. v. Greater Essex County District School Board, 2025 ONCA 378 (Thomson), the Court of Appeal recently addressed precisely the procedural tension created by a dispute clause which required the parties to refer their disputes to mediation (before arbitration), if they could not be resolved within 30 days of the dispute arising.

In determining the issue, the Court of Appeal underscored that interpreting the contractual requirements as setting a minimum waiting period, not a time limit to seek mediation (before unlocking the right to arbitrate), is consistent with the business sense intent of such clauses, to give the parties space to resolve their disputes.

FROM TRUSTED PARTNER TO PROCEDURAL ROADBLOCK

J.P. Thomson Architects served the Greater Essex County District School Board for nearly 50 years. In 2016, it secured new work through contracts that incorporated the Ontario Association of Architects’ standard form language—including a multi-tiered dispute resolution clause (GC18) that required negotiation, then mediation, and finally arbitration if disputes could not be resolved.

When performance issues and a fee dispute arose in 2020 and 2021, Thomson attempted to initiate mediation under GC18. The Board refused, arguing that any disputes were too old—beyond the “30-day window”—and therefore no longer eligible for mediation or arbitration. The application judge agreed, interpreting the clause as requiring mediation to be requested within 30 days of the dispute arising. Because Thomson’s request came later, the Court held that its right to arbitrate had been extinguished.

DEADLINE OR WAITING PERIOD?

On appeal, the Court of Appeal unanimously overturned the lower Court’s ruling, holding that GC18 did not contain a hard deadline. Rather, the clause provided that if a dispute “cannot be resolved by the parties within thirty (30) days of the dispute arising,” it “shall be referred to mediation, upon the request of either party.”

While the clause required parties to attempt to resolve disputes for “thirty (30) days” before moving to mediation, it said nothing about losing the right to mediate after that period. The Court found that this phrasing sets a minimum waiting period, not an expiry. It gives the parties at least 30 days to resolve the matter informally before one can escalate it to mediation—not a ticking clock that cuts off rights if mediation isn’t requested in time. Interpreting it otherwise, the Court said, would read in language that simply isn’t there.

This interpretation reflects commercial logic. In long-term professional relationships, disputes rarely crystallize in a moment. Requiring immediate formalization or legal action undermines the very purpose of step clauses—to encourage early, flexible resolution without litigation.

LET ARBITRATORS DECIDE

Equally important, the Court held that the application judge had overstepped in making factual findings about whether a dispute still existed. Under well-established jurisprudence, including *Patel v. Kanbay*, if it is arguable that a dispute falls within an arbitration clause, any questions about

arbitrability, including whether procedural steps were satisfied, should be left to the arbitrator.

The judge erred by parsing correspondence between the parties to determine whether disputes had been resolved or whether the mediation request was timely. In doing so, she effectively decided the jurisdiction of the arbitrator—a decision that belongs to the arbitrator when the parties have agreed to a staged process culminating in arbitration.

IMPLICATIONS FOR CONTRACT DISPUTES

This decision offers important guidance for both contract drafters and those managing disputes under existing agreements:

1. **Step clauses must be clear.** If the intention is to impose a hard deadline to initiate mediation or arbitration, the contract must say so explicitly. Courts will not infer such limits from vague or ambiguous timing language.
2. **Procedural flexibility supports commercial relationships.** A step clause that penalizes parties for not initiating formal ADR within 30 days discourages the kind of informal dialogue these clauses are meant to promote.
3. **Arbitrators, not Courts, determine arbitrability where it’s arguable.** Courts should not short-circuit the arbitration process by making premature findings about dispute resolution steps. If arbitration could apply, it is for the arbitrator to decide whether it does.

For architects, engineers, consultants, and institutional clients alike, the lesson is not just about timing—it’s about preserving the right forum for resolving disputes. Step clauses should be carefully drafted and applied with an understanding of how they function in real-world relationships. And when a dispute arises, counsel should be cautious not to treat procedural hurdles as jurisdictional cliffs.

The Court’s decision in Thomson rightly restores balance to the interpretation of step clauses. By treating the 30-day reference as a minimum waiting period, not a deadline, and by reaffirming that arbitrators decide their own jurisdiction, the Court prevented procedural formalism from undermining contractual rights to dispute resolution.

Multi-tiered dispute clauses are meant to serve parties—not stifle them. But that only works when the language is clear, and the process is respected. When in doubt, step carefully, but don’t mistake the wait for a wall.



Waiving Dissent: When Silence Isn't Golden

BY CHARLIE KIM AND MATTHEW MCGUIGAN

INTRODUCTION

The *Business Corporations Act (Ontario)* (the “OBCA”) permits parties to shareholders’ agreements to waive their statutory dissent rights. Notably, in order for the waiver to be enforceable it must be made with clear and direct language.

In the 2023 case of *Husack v Husack* (“Husack”), affirmed by the Ontario Court of Appeal in 2024, the Court provided guidance as to what constitutes “clear and direct language” in the context of waiving shareholder dissent rights under the OBCA. “Clear and direct language” may be present even if the shareholders’ agreement does not explicitly make reference to the specific dissent right being waived.

OBCA DISSENT RIGHTS

Section 185 of the OBCA provides shareholders with the right to dissent to certain corporate actions, including the sale, lease or exchange of all or substantially all of the corporation’s property. A dissenting shareholder has the right to sell its shares to the corporation at fair market value.

Husack v Husack

FACTUAL BACKGROUND

The case of *Husack* involved a family owned business, Frank Husack Holdings Inc. (“FHH”). The shareholders of FHH consisted of:

- (i) Frank’s four children, who each held non-voting common shares; and
- (ii) the Estate of Frank Husack (the “Estate”), which held voting shares.

The shareholders of FHH were parties to a unanimous shareholders’ agreement (the “USA”). The USA contained the following two provisions at issue in the case:

Section 3.01: Notwithstanding the foregoing, the Estate shall have the right at its option to cause the Corporation to sell all or substantially all the assets owned by it to such person or persons at such time and upon such terms and conditions as the Estate in its sole and exclusive discretion considers advisable.

Section 9.01: It is the intent of the parties that such provisions of The Business Corporations Act or any successor legislation granting rights to shareholders, which may be in conflict with the provisions of this Agreement, are hereby waived, and the provisions hereof shall govern their dealings among themselves (to the extent allowed by law).

Frank’s widow, Evelyn Hussack, was one of the estate trustees of the Estate. In 2019, Evelyn took steps to begin selling all of the assets of FHH pursuant to section 3.01 of the USA. One of the common shareholders, Donna Husack, wished to enact her dissent rights under section 185 of the OBCA. She applied to the Court, arguing that the USA did not contain a provision expressly opting out of the OBCA dissent regime. Donna argued that although the USA gave the Estate the right to trigger a disposition of all of the assets, it did not clearly and expressly oust the shareholders’ dissent rights in this circumstance.

DECISION

The Court followed the test set by the Supreme Court of Canada in *Tercon Contractors Ltd v British Columbia (Transportation and Highways)* (“*Tercon*”) to assess the enforceability of a waiver provision:

- (i) does the exclusion clause apply in the circumstances?
- (ii) if yes, was the exclusion clause unconscionable at the time the contract was entered into?
- (iii) if no, should the exclusion clause be unenforceable on public policy grounds?

The Court ultimately found that the combined effect of sections 3.01 and 9.01 of the USA waived the statutory right of the shareholders to vote upon a proposal to sell all of the assets of the corporation. By extension, these two sections also ousted the dissent right stemming from this right to vote.

Rounding out its analysis, the Court found that the waiver was neither unconscionable nor contrary to public policy.

The Court’s decision indicates that dissent rights arise from other statutory rights provided to shareholders. The statutory dissent rights are not standalone, but rather stem from a shareholder’s right to vote on certain fundamental corporate decisions. Thus, in *Husack* a waiver of the right to vote on the decision to sell all of the assets of FHH was equally a waiver of the right to dissent to such a decision.

KEY TAKEAWAYS

Although a waiver of statutory rights must be done by way of clear and direct language, the Court in *Husack* found that the waiver does not need to specifically reference the specific right being waived. Rather, a general waiver of any statutory rights that conflict with the terms of the shareholders’ agreement is sufficient, so long as there is a substantial overlap between the situation that the contractual provision seeks to govern and that for which the statute seeks to provide rights.

Additionally, the Court held that dissent rights afforded under section 185 of the OBCA may be waived when the corresponding statutory right providing the shareholders with the right to vote on the applicable issue is waived.

In light of the above, shareholders should be cognizant of the following key takeaways:

(i) *Husack* appears to allow for a more indirect waiver of dissent rights, both: (i) by way of a general waiver clause that does not reference a specific dissent right; and (ii) by the waiver of the voting right from which the dissent right stems. Nevertheless, majority shareholders that want to ensure minority shareholders have effectively waived their dissent rights should ensure that the waiver is explicit to avoid ambiguity. For example, a shareholders’ agreement with a drag-along right, requiring a minority shareholder to vote to sell all of the assets of a corporation should likewise include an explicit waiver of the shareholders’ dissent rights under section 185 of the OBCA.

(ii) Conversely, minority shareholders that do not wish to inadvertently waive their statutory dissent rights should be wary of provisions providing for a general waiver of any statutory rights conflicting with the shareholders’ agreement. Additionally, minority shareholders should be cognizant that the waiver of a right to vote on the issues covered by section 185 may also constitute a waiver of the right to dissent on such an issue.

(iii) Finally, majority shareholders should be cognizant that waivers of minority shareholder dissent rights will be ineffective in the face of unconscionability or on public policy grounds.

BIG DEALS AND CASES

Powering Progress: 66 Units Of Affordable Housing In Oshawa

The Robins Appleby team – featuring John Fox, Sukhraj Sandhu, and Kimberly Lexovsky - is proud to have acted for Durham Region Non-Profit Housing Corporation (“DRNPHC”) in the successful closing of a major affordable housing development in the City of Oshawa – a deal that reflects the growing need for creative collaboration between public and private sectors to address Ontario’s housing crisis.

DRNPHC is a non-profit housing provider committed to offering affordable, well-maintained rental housing and support services to low- and moderate-income individuals, seniors, and people with disabilities. It partners on development and renewal initiatives, and supports tenant needs through community service networks in order to help address both current housing shortages and long-term community stability.

The transaction included the acquisition of a prime development site from Daniels, a leading Ontario builder, and the execution of a CCDC-14 design-build contract with Daniels to complete the project. But this was far from a simple land deal. The project is being financed through multiple layers of government-backed funding, including Canada Mortgage and Housing Corporation (“CMHC”) and two separate affordable housing loans from the Region of Durham.

We had the pleasure of working alongside DRNPHC, led by the tenacious and irrepressible Tracy Greig, and Daniels, led by Martin Blake, to navigate a range of complex challenges on this exciting project. The fixed-price CCDC-14 design-build contract anchored the construction side of the deal, which also had to uniquely account for the potential impact of recently imposed U.S.-Canada tariffs. On the financing and land acquisition side, our team crafted innovative title and closing mechanics to satisfy lender requirements without compromising DRNPHC’s interests. We also developed interim bridge financing solutions to kickstart site servicing before the purchase closed. Throughout the process, our team helped negotiate affordability covenants, structure subordination agreements between lenders, and coordinate layered financing from both CMHC and the Region of Durham – all while keeping the transaction on track for a smooth close and timely funding.

The result? A transformative development that will bring over 66 three-storey townhouse units to Oshawa, making a real impact on the region’s housing goals. This project is a shining example of what’s possible when smart legal structuring, dedicated housing providers and developers, and committed public partners come together to tackle the housing crisis head-on.

Big Win On Jameson: 82 Homes Locked In For The Long Term

In June 2025, Robins Appleby’s affordable housing team led by John Fox had the privilege of acting for New Commons Housing Trust Inc. (a non-profit housing entity established by New Market Funds to preserve and expand affordable housing), in the complex acquisition of an 82-unit apartment building located at 182 Jameson Avenue in downtown Toronto. The transaction was facilitated by Rachel Puma (Partner) and Stephanie Lanz (Associate), and required coordinated efforts involving three separate lenders as well as our client’s corporate counsel in British Columbia.

The \$17.63 million acquisition was principally financed through a significant contribution of over \$11 million from the City of Toronto’s Multi-Unit Residential Acquisition program (MURA). MURA provides forgivable loans that secure 99 years of rental affordability and offer the added benefit of property tax relief on affordable units. This program has proven to be a powerful tool in preserving Toronto’s affordable housing stock, creating mutually beneficial outcomes for governments and housing providers alike. The acquisition protects 82 households from displacement and ensures long-term affordability in a high-demand downtown neighbourhood.

In addition to the MURA funding, the acquisition was supported by both institutional funding and a private loan negotiated by our team. The successful closing of this deal underscores Robins Appleby’s ability to manage multi-party, multi-jurisdictional transactions with precision and professionalism. However, this accomplishment could not have been achieved without the knowledge, persistence and hard work put in by the New Commons Housing Trust team, whose leadership in sourcing the property and commitment to preserving long-term affordable housing have been instrumental in securing a more inclusive future for our City.

This acquisition reflects our deep expertise in this space as it is the fifth successful MURA-funded acquisition completed by our team since the program’s inception, with four more in the works this year. Robins Appleby’s housing group is proud to continue championing impactful affordable housing projects and looks forward to guiding more clients through MURA acquisitions in the months ahead.





Equity Over Error: Robins Appleby Secures Priority For BMO

BY: JOSEPH (JOEY) JAMIL

A recent decision from the Ontario Superior Court of Justice, *Bank of Montreal v. Hossain*, 2025 ONSC 3950, offers a timely reminder of the equitable doctrine of subrogation and its crucial role in resolving complex mortgage priority disputes. This case highlights how Courts can intervene to ensure fairness when a lender, through no fault of their own, loses the priority they intended to secure.

THE FACTS

The case involved a residential property in Oshawa owned by the Hossains, who initially held a first mortgage with CIBC. Bank of Montreal (“BMO”) provided a new loan to refinance and pay off the CIBC mortgage, with the clear intention of registering its own mortgage as a first mortgage on the property. However, the lawyer handling the transaction failed to discharge the CIBC mortgage or register the BMO mortgage when BMO advanced its money. The BMO mortgage was then registered at a later date. In the interim, another mortgagee, 10655252 Canada Corporation (“106 Corp.”) registered a second mortgage, which, due to the procedural error (i.e. the lawyer’s negligence or deliberate failure), inadvertently gained priority over BMO’s mortgage. BMO then sued 106 Corp. and the Hossains, claiming the priority that its mortgage was originally intended to have by relying on the doctrine of equitable subrogation.

THE LAW: UNDERSTANDING EQUITABLE SUBROGATION

Equitable subrogation is a powerful legal doctrine that allows a party who pays off a prior mortgage to “step into the shoes” of that original mortgagee and claim the same priority position. It is a discretionary remedy¹ rooted in the principle of fairness and aims to prevent unjust enrichment. The Court in *Bank of Montreal v. Hossain*, 2025 ONSC 3950, reiterated and outlined four key criteria for its application, consistent with established Ontario jurisprudence:

1. **At the mortgagor’s request:** The party seeking subrogation must have paid off the prior mortgage at the request of the property owner.
2. **Payment of the first mortgage:** The claimant must have actually paid off the first mortgage.
3. **Intention to become the first mortgagee:** The party advancing the funds must have intended to become the new first mortgagee.
4. **Absence of contrary intention:** There must be no evidence to suggest that the party intended otherwise.

The fundamental principle guiding the application of equitable subrogation is one of fairness in light of all the circumstances.² Courts often grant this remedy to prevent an “unanticipated windfall” or “unjust enrichment” for another party.³

Importantly, the negligence of the party claiming subrogation is not necessarily a bar to the remedy; the doctrine is often invoked precisely because of a mistake or inadvertence.⁴ The focus remains on fairness between the affected parties.⁵

KEY TAKEAWAYS AND ANALYSIS

The Court in *Bank of Montreal v. Hossain*, 2025 ONSC 3950, found that all criteria for equitable subrogation were satisfied:

- BMO advanced funds to pay off the CIBC mortgage at the Hossains’ request;
- BMO clearly intended to become the first mortgagee; and
- There was no evidence to suggest a contrary intention on BMO’s part.

The Court specifically noted that the negligence of the lawyer handling the transaction did not undermine BMO’s claim. Furthermore, 106 Corp. was aware that it was providing a second mortgage, meaning that granting BMO priority would not place 106 Corp. in a worse position than it originally understood. This aligns with the principle that subrogation should not create an injustice or severely prejudice the party against whom it is sought.

By exercising its discretion to grant equitable subrogation, the Court declared BMO’s mortgage as having first priority over 106 Corp.’s mortgage and ordered the Land Registrar to rectify the title accordingly. This decision underscores the judiciary’s commitment to preventing unjust enrichment and upholding the original intentions of the parties involved in mortgage transactions.

This case serves as a vital reminder for lenders, borrowers, and legal professionals alike about the importance of due diligence in real estate transactions and the equitable remedies available when unforeseen errors occur. It reinforces that while strict adherence to registration rules is paramount, equity can provide a necessary safeguard to ensure fair outcomes.

¹ Grahoui v. Yassine at para 213(b); Toronto-Dominion Bank v. Ndem at para 29; Armata Motors Ltd. v. Royal Trust Corp. of Canada, 1997 CanLII 1629 (ON CA) at p. 159.

² L-Jalco Holdings Inc. v. MacPherson, 2018 ONCA 488 (CanLII) at para 10; Elias Markets Ltd., Re, 2006 CanLII 31904 (ON CA) at para 50; Mutual Trust Co. v. Creditview Estate Homes Ltd., 1997 CanLII 1107 (ON CA) at 220-22 R.P.R.; Toronto-Dominion Bank v. Ndem, 2012 ONSC 2885 (CanLII) at para 19.

³ Grahoui v. Yassine, 2017 ONSC 5108 (CanLII) at para 213(m).

⁴ Mutual Trust Co. v. Creditview Estate Homes Ltd. at 221 R.P.R. Yassine at paras 248-257

⁵ Mutual Trust Co. v. Creditview Estate Homes Ltd. at 221 R.P.R.

ANNOUNCEMENTS



New Look, Same Edge. Celebrating Our Rebrand: A Fresh Look and a Festive Week

This year marked a proud milestone for Robins Appleby as we unveiled our bold new brand identity—a modern reflection of our firm's evolution, values, and vision for the future. With a refined logo, updated visuals, and a renewed tone of voice, the rebrand represents a fresh chapter rooted in our legacy of excellence and forward-thinking legal counsel.



To celebrate, we hosted three days of in-office festivities that brought our new identity to life in style. On June 10, the main boardroom was transformed into a celebratory lounge with sweet treats and exclusive branded merchandise. The next morning, June 11, our team gathered again to enjoy a hot breakfast together. We capped off the week on June 12 with a mobile latte bar in the lobby—complete with a professional barista serving up custom drinks from a full café menu, including Nutella lattes, matcha, signature hot chocolate, and a wide selection of premium teas. The atmosphere was warm, festive, and full of pride as we raised a cup to this exciting new chapter.

This rebrand is more than just a new look—it's a renewed promise to you, our clients, colleagues, and community. It reflects *The Robins Appleby Edge*: our commitment to practical, responsive, and insightful legal counsel, backed by deep expertise and an unwavering focus on your goals. Thank you for your continued trust and partnership. We're excited to move forward together with clarity, confidence, and purpose.



ANNOUNCEMENTS

Welcome back to the Litigation and Dispute Resolution Group Anisha Samat!

Anisha is a pragmatic litigator who takes pride in advising her clients on complex corporate-commercial matters both in and out of the courtroom. Her experience spans bankruptcy, insolvency and restructuring matters, real estate disputes, fraud, shareholder and partnership disputes, and class actions.



Congratulations, Heela Donsky Walker!

In May, Heela was proudly recognized as Society of Trust and Estate Practitioners (STEP) Toronto's Volunteer of the Year, celebrating her outstanding contributions to the organization over the past 11 years. As a dedicated member and leader, Heela has served on the Board for six years in key roles including Past Chair of the Membership Committee, Past Secretary, and currently as Treasurer. Her commitment, leadership, and long-standing service have made a lasting impact on the STEP Toronto community.

LAWYER SPOTLIGHT: AMANDA LAREN FEIGEN



Q) HOW LONG HAVE YOU BEEN WITH ROBINS APPLEBY LLP AND WHAT HAS YOUR CAREER PATH LOOKED LIKE HERE?

A) It will be 7 years in September. I started in 2018 as an associate in the Tax and Estates group. I became counsel in 2022, and a partner in 2023.

Q) COULD YOU TELL US MORE ABOUT YOUR PRACTICE?

A) I advise on tax planning for individuals, family businesses, and other privately-owned companies. This includes corporate reorganizations, estate and business succession planning, and post-mortem planning. I find it so rewarding to work in an area where strategic planning steps can have such a significant impact for clients, and can help clients feel at ease with their estate and succession planning.

Q) WHAT FUN FACT ABOUT YOURSELF CAN YOU SHARE THAT WOULD SURPRISE PEOPLE?

A) I have a math degree and started a PhD in Economics.

Q) WHAT'S THE MOST SPONTANEOUS THING YOU'VE EVER DONE?

A) I went at the very last minute on an exchange to Ireland in law school. Great decision!

Q) DO YOU HAVE ANY HIDDEN TALENTS?

A) I moonlight as an amateur artist and designer. With more free time, I would take pottery classes, and I happily help friends and family with decorating questions. My day-to-day art is colouring with my kids and building Lego, though!

Q) IF YOU COULD HAVE ANY SUPERPOWER WHAT WOULD IT BE?

A) Teleporting. Not back or forward in time – just from one place to another!

DEPARTMENT HIGHLIGHT



Non-Profit Governance and Housing Operations

Our Affordable and Social Housing lawyers have extensive experience in advising non-profit and charitable clients in non-profit law matters.

We have provided advice to directors on director liability and conflict of interest issues that may arise during the course of their tenure. We have also provided advice related to different types of governance structures, including land trusts, for-profit corporations, not-for-profit corporations, charitable corporations, joint ventures, and partnerships.

We have assisted non-profits with drafting corporate governance documents, including articles of incorporation, shareholder directions, and by-laws. We have advised clients on issues arising out of the federal Not-for-Profit Corporations Act, and the Not-for-Profit Corporations Act (Ontario).

Our lawyers regularly advise municipalities, housing providers, and housing sector agencies on various matters related to the provision of housing, assisting with both specific projects and the development of housing delivery mechanisms. We have also worked with faith-based organizations seeking to use land development to secure a long-term viability of their worship spaces and to provide affordable housing opportunities.

COMMUNITY INVOLVEMENT & EVENTS



Empowering women, one shoebox at a time

In honour of International Women's Day, Robins Appleby proudly came together to support The Shoebox Project, assembling 45 thoughtfully curated kits for women in need in our community. Each shoebox was filled with essential items and small luxuries—things that offer comfort, dignity, and a reminder that someone cares. This initiative reflects our ongoing commitment to meaningful community engagement and the empowerment of women, both within and beyond our walls. We're grateful to everyone who contributed their time, generosity, and spirit to this impactful cause. Together, we made a small gesture go a long way.



Robins Rockets ride to defeat dementia

On Sunday, June 1, the Robins Rockets proudly rode in the Mattamy Homes Bike for Brain Health, a fully supported charity cycling event held each year on Toronto's highways, in support of Baycrest's dementia research, education, innovation, and care efforts. Over the years, our team has remained committed to this powerful cause, and this year we raised approximately \$15,000. Among our dedicated riders were Lorne Greenspoon, who completed 50 km, and Ladislav Kovac, who conquered 75 km, supported by friends and family. Their efforts helped power vital advances in brain health—thank you to everyone who contributed!



Shaken, stirred and celebrated

In May, we hosted a Casino Royale-themed evening at the iconic One King West Hotel, welcoming over 140 clients and guests for a night of elegance, entertainment, and celebration. Replacing our long-standing annual Texas Hold'em tournament, this elevated event featured blackjack, roulette, craps, and of course, Texas Hold'em—offering something for everyone in a sophisticated casino-style setting. Guests arrived in true Bond style, dressed to impress, and were treated to a themed menu and cocktails worthy of 007 himself—including the classic Vesper martini. The evening also marked the official unveiling of our new brand identity, with our refreshed logo on full display. It was a memorable night of glamour, connection, and excitement as we celebrated the next chapter of Robins Appleby with those who make it all possible.



Game, set, match

This year, Robins Appleby continued its annual tradition of hosting clients for 20 years at the National Bank Open, welcoming over 35 guests to our private box for an exciting evening of world-class tennis and great company. It was a fantastic opportunity to connect with clients and colleagues in a relaxed, courtside setting—and we thank everyone who joined us for making it another memorable event.