



H-251466

~~S=259515~~  
No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

DOMAIN MORTGAGE CORP. as mortgage administrator and bare trustee  
for Capstone Mortgage Pool and  
Capstone Mortgage Opportunities Fund LP

**PETITIONER**

**AND:**

1119356 B.C. LTD.  
CENTRA LIMITED PARTNERSHIP  
1138624 B.C. LTD.  
1877725 ALBERTA LTD.  
ZAFIR RASHID  
HARPREET (HARIS) THIARA  
SATPREET THIARA  
FRANCISCO IGNACIO  
TRISURA GUARANTEE INSURANCE COMPANY  
JB SOLUTIONS ULC  
1299881 BC LTD.  
TANDEM MECHANICAL SYSTEMS LTD.  
METRO-CAN CONSTRUCTION (OT) LTD.  
B&B EXCAVATION AND SHORING LTD.  
RPMC INVESTMENT INC.  
541823 B.C. LTD.  
ALL TENANTS AND/OR OCCUPIERS OF THE  
SUBJECT LANDS AND PREMISES

**RESPONDENTS**

**PETITION TO THE COURT**

**ON NOTICE TO:**

1119356 B.C. LTD.  
c/o Registered Office  
Suite 2300 – 550 Burrard Street  
Vancouver, BC V6C 2B5

CENTRA LIMITED PARTNERSHIP  
c/o its General Partner, 1138624 B.C. Ltd.  
901, 1199 West Hastings Street  
Vancouver, BC V6E 3T5

1138624 B.C. LTD.  
c/o Registered Office  
901, 1199 West Hastings Street  
Vancouver, BC V6E 3T5

ZAFIR RASHID  
4622 Hewicks Lane  
Mississauga, Ontario L5M 3L8

SATPREET THIARA  
847 McCallum Road  
Abbotsford, BC, V2S 8A4

TRISURA GUARANTEE INSURANCE  
COMPANY  
c/o Attorney Within British Columbia  
Borden Ladner Gervais LLP  
1200 Waterfront Centre, 200 Burrard St  
PO Box 48600  
Vancouver, BC V7X 1T2

TRISURA GUARANTEE INSURANCE  
COMPANY  
Suite 3020, 1055 West Georgia Street  
Vancouver, BC V6E 3R5  
Attention: John Martin Watt

1299881 BC LTD.  
c/o Registered Office  
305 – 2692 Clearbrook Road  
Abbotsford, BC V2T 2Y8

METRO-CAN CONSTRUCTION (OT) LTD.  
c/o Registered Office  
Suite 2700, 1133 Melville Street  
Vancouver, BC V5E 4E5

RPMC INVESTMENT INC.  
-AND-  
541823 B.C. LTD.  
c/o Registered Office  
1100 – 505 Burrard Street  
Vancouver, BC V7X 1M5

1877725 ALBERTA LTD.  
c/o 9837 266 Street  
Acheson, AB T7X 6H6

HARPREET (HARIS) THIARA  
40 Edgevalley Place NW  
Calgary, AB, T3A 4Z1

FRANCISCO IGNACIO  
Francisco Ignacio  
1-3010 33 Ave NW  
Edmonton, AB T6T 0C3

JB SOLUTIONS ULC  
c/o McKechnie & Company | Barristers  
300 – 1122 Mainland Street  
Vancouver, BC V6B 5L1  
Attention: Cam McKechnie

TANDEM MECHANICAL SYSTEMS LTD.  
c/o Registered Office  
200 – 4769 – 222<sup>nd</sup> Street  
Langley, BC V2Z 3C1

B&B EXCAVATION AND SHORING LTD.  
c/o Registered Office  
400 – 8621 201<sup>st</sup> Street  
Langley, BC V2Y 0G9

ALL TENANTS AND/OR OCCUPIERS OF  
THE SUBJECT LANDS AND PREMISES

13868 101 Avenue  
Surrey, BC

The address of the Registry is 800 Smithe Street, Vancouver, British Columbia.

The Petitioner estimates that the hearing of the Petition will take 1 hour.

- This matter is an application for judicial review.  
 This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by

- the person named as Petitioner in the style of proceedings above

If you intend to respond to this action, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the Petitioner
- (i) 2 copies of the filed Response to Petition, and
- (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

**Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.**

#### **Time for Response to Petition**

A response to petition must be filed and served on the Petitioner(s),

- (a) if you were served with the petition anywhere within Canada, within 21 days after that service,
- (b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the petition anywhere else, within 49 days after that service,
- (d) if the time for response has been set by order of the court, within that time.

The ADDRESS FOR SERVICE of the Petitioner is c/o Lawson Lundell LLP, 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2.

Fax number for delivery is: n/a

E-mail addresses for service (if any) of the Petitioner: [wroberts@lawsonlundell.com](mailto:wroberts@lawsonlundell.com);  
[bhunt@lawsonlundell.com](mailto:bhunt@lawsonlundell.com)

The name and office address of the Petitioner's lawyer is: Lawson Lundell LLP, 1600 - 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2 (Attention: William L. Roberts and Baylee Hunt).

## CLAIM OF THE PETITIONER

### Part 1: ORDERS SOUGHT

1. The Petitioner Domain Mortgage Corp., as mortgage administrator and bare trustee for Capstone Mortgage Pool and Capstone Mortgage Opportunities Fund LP (the **Lender**) seeks the following orders, each of which may be sought at either the hearing of this petition itself or by separate application:

(a) Declarations that default has been made under the following:

- (i) a mortgage and assignment of rents (collectively, the **Registered Mortgage**) dated March 16, 2022, granted by 1119356 B.C. Ltd. (the **Nominee**) to the Lender, which were registered in the New Westminster Land Title Office on March 30, 2022, under numbers CA9819519 and CA9819520;
- (ii) a Beneficial Owner Agreement in respect of the Lands (the **Equitable Mortgage**, and collectively with the Registered Mortgage, the **Mortgages**) dated March 23, 2022, executed by the Nominee as Trustee and Centra Limited Partnership (the **LP**, and together with the Nominee, the **Borrowers**) as Beneficial Owner, in favour of the Lender;
- (iii) a Location Specific Security Agreement (the **LSSA**), dated March 23, 2022, granted to the Lender by the Borrowers and 1138624 B.C. Ltd. (the **GP**), notice of which was registered at the British Columbia Personal Property Registry on March 30, 2022, under base registration No. 632446N;
- (iv) the following additional security agreements (the **Additional Security**), and together with the LSSA, the **Security Agreements**), each dated March 23, 2022, and each granted by the Borrowers to the Lender:
  - (1) Specific Assignment of Material Project Agreements;
  - (2) Specific Assignment of Agreements of Purchase and Sale and Deposits; and
  - (3) Assignment of Insurance;

(b) Declarations that:

- (i) the Registered Mortgage is a valid and enforceable charge on the following lands and premises:

PARCEL IDENTIFIER: 026-731-134  
PARCEL A SECTION 26 BLOCK 5 NORTH RANGE 2 WEST  
NEW WESTMINSTER DISTRICT PLAN BCP24667  
(the **Lands**);

- (ii) the Equitable Mortgage is a valid and enforceable charge against the interest of the LP as beneficial owner in and to the Lands, in favour of the Lender; and
- (iii) the LSSA is a valid charge on the personal property of the Borrowers and the GP as described therein (the **Personal Property**) in favour of the Lender

all ranking in priority to the interests in the Lands and Personal Property of the Respondents and the heirs, executors, administrators, successors, and assigns of the Respondents and all persons claiming by, through, or under them;

- (c) A summary accounting of the amount of money due and owing to the Lender pursuant to the Mortgages and the Security Agreements (collectively, the **Security**) and a declaration of the amount of money required to redeem the Lands and Personal Property (the **Amount Required to Redeem**);
- (d) An order requiring redemption of the Lands and Personal Property forthwith or, in the alternative, an order fixing the final date for redemption;
- (e) An order that, on the Respondents or any of them paying the Amount Required to Redeem into court, or to the solicitors for the Lender, prior to the pronouncement of an order absolute or an order approving a sale of the Lands and Personal Property, then the Lender shall reconvey the Lands and Personal Property free and clear of encumbrances in favour of it or by any person claiming by, through, or under it, and shall deliver up all documents in the Lender's custody relating to the Lands and Personal Property to the Respondent or Respondents who made payment;
- (f) An order that, if the Lands and Personal Property are not redeemed, the Lender shall be at liberty to apply for an order absolute, and on pronouncement of an order absolute, then the Respondents and the heirs, executors, administrators, successors, and assigns of the Respondents and all persons claiming by, through, or under them shall be foreclosed of all right, title, interest, estate, and equity of redemption in and to the Lands and Personal Property, and shall immediately deliver to the Lender vacant possession of the Lands;
- (g) An order that the Lender be at liberty to apply for a further summary accounting of any amounts of money that may become due to the Lender pursuant to the Security, either before or after Order Nisi is pronounced;
- (h) Judgment against the Borrowers, and against the GP, 1877725 Alberta Ltd., Zafir Rashid, Harpreet (Haris) Thiara, Satpreet Thiara and Franciso Ignacio (collectively the **Guarantors**, and together with the Borrowers, the **Debtors**), and each of them, on their covenants to pay;
- (i) Possession of the Lands;
- (j) Appointment of a Receiver;

- (k) An immediate order for sale of the Lands and Personal Property, including that the Lands and Personal Property be listed for sale, and that the Lender have exclusive conduct of sale;
- (l) An order for forced entry if the Lands and Personal Property are found to be abandoned or vacant, or such order is otherwise necessary to give effect to the orders pronounced herein;
- (m) An order that the Lender be granted its costs of and in connection with this proceeding, on a solicitor and own client basis, in accordance with the terms of the Security and other agreements granted to the Lender by the Debtors, as described herein;
- (n) An order for a Certificate of Pending Litigation;
- (o) Such further and other relief as to this Honourable Court may deem just;

## **Part 2: FACTUAL BASIS**

1. The Lender is a British Columbia company with an office at Suite 1100, 1040 West Georgia Street, in the City of Vancouver, Province of British Columbia.
2. The Lender holds the Security in trust and as bare trustee for various lenders, pursuant to a Co-Lending Administration and Trust Agreement dated March 29, 2022, as amended.

### **The Commitment Letter**

3. The Lender entered into a Commitment Letter with the Debtors dated March 22, 2022, as amended on July 12, 2022, September 14, 2022, January 6, 2023 and March 1, 2023 (collectively **Commitment Letter**), whereby the Lender advanced the total principal amount of \$27,800,000 (the **Loan**) to the Borrowers, guaranteed by the Guarantors, with interest on that sum at the rate of 14% per annum.

### **The Security Agreements**

4. By the LSSA, the Borrowers and the GP granted the Lender a charge, lien and security interest in and to personal property of the Borrowers and the GP as described therein. Notice of the LSSA was registered in the British Columbia Personal Property Registry on March 30, 2022, under base registration No. 632446N.
5. By the Additional Security granted by the Borrowers to the Lender, the Borrowers assigned to the Lender their right, title, and interest in and to the property described in the Additional Security.

### **The Lands and the Mortgages**

6. The Nominee is the registered owner of the Lands, which it holds as bare trustee and nominee for the LP.

7. The LP is the beneficial owner of the Lands pursuant to a Bare Trust, Agency and Nominee Agreement dated February 9, 2018, and amended on May 10, 2018 (the **Trust Declaration**), made between the LP as the owner of the Lands and the Nominee as bare trustee for and on behalf of the owner of the Lands. Pursuant to the Trust Declarations, it was agreed, *inter alia*, that:
  - (a) The LP holds the equitable and beneficial interest in the Lands; and
  - (b) The Nominee will hold legal title to the Lands as bare trustee for and on behalf of the LP.
8. By the Mortgages, the Borrowers mortgaged their registered and beneficial interests in the Lands to the Lender.
9. The Registered Mortgage was registered in the New Westminster Land Title Office under numbers CA9819519 and CA9819520 and charges the Nominee's registered interest in the Lands.
10. The Equitable Mortgage was made pursuant to a Beneficial Owner Agreement dated March 23, 2022, and charges the LP's beneficial interest in the Lands.
11. The filed Standard Mortgage Terms No. MT050116 (the **Standard Mortgage Terms**) form part of the Registered Mortgage.
12. The Mortgages were granted to secure all present and future debts of the Borrowers to the Lender, including a credit facility (the **Credit Facility**) granted by the Lender to the Borrowers, the particulars of which are set out in the Commitment Letter, on the following terms:
  - (a) The principal sum to be advanced pursuant to the Commitment Letter is the maximum amount of \$27,800,000 with interest thereon at the rate of 14% per annum, 12% accrued and compounded annually, and 2% paid and compounded monthly;
  - (b) Arrears of both principal and interest shall bear interest at the aforesaid rate, and in all cases interest shall be calculated and compounded in accordance with the terms of the Commitment Letter;
  - (c) Costs as between solicitor and client, incurred by the Lender before or after action is commenced in collecting, procuring or enforcing payment of any moneys in default under the Mortgage or in any way enforcing or protecting the security of the mortgage or incurred in the taking, recovering and keeping possession of the Lands and in all other proceedings taken in connection with or to realize the monies secured, shall be paid by the mortgagor and if the mortgagor fails to pay, the Lender may make such payment and the amount thereof shall be added to the amount secured and shall bear interest at the rate aforesaid;

- (d) The Lender is entitled to pay any encumbrance, lien, charge, insurance premium, taxes or other rates claimed or levied in respect of or as against the Lands, and the amount so paid or incurred shall be charged and secured by the Mortgage and shall bear interest at the rate aforesaid; and
- (e) In default of any portion of the Mortgage terms, or in making any payment of any instalment or other monies due under the Mortgage, the whole of the monies thereby secured remaining unpaid shall, at the option of the Lender, become payable.

### The Guarantees

- 13. The Guarantors, and each of them, granted the following guarantees (collectively, the **Guarantees**), each made in writing on March 23, 2022, to the Lender:
  - (a) a joint and several guarantee whereby the the Guarantors, and each of them, unconditionally, absolutely and irrevocably guaranteed to the Lender, among other things:
    - (i) the repayment of the Guaranteed Obligations (as defined in the Guarantees) of the Borrowers and the Guarantors (collectively the **Obligors**) to the Lender pursuant to any Security documents (as defined in the Guarantees);
    - (ii) to indemnify and save harmless the Lender from and against all losses resulting from the failure of the Borrowers to pay, perform or satisfy such Guaranteed Obligations (as defined in the Guarantee) and
    - (iii) to assign and postpone all debts and liabilities (as defined in the Guarantees) owed to each of the Guarantors by the Borrower; and
    - (iv) that the Guarantees are continuing guarantees; and
  - (b) a Guarantee re: Project Completion and Cost Overrun (the **Project and Cost Overruns Guarantee**), whereby the the Guarantors, and each of them, unconditionally, absolutely and irrevocably covenanted and agreed with the Lender, among other things, to:
    - (i) complete the servicing, construction and development of the building project on the Lands (the **Project**), such that it achieves construction completion;
    - (ii) pay or cause the Mortgage to pay all cost overruns relating to the Project; and
    - (iii) discharge any encumbrance registered against title the Lands within 30 days of notice of same.

14. The LSSA was also granted by the GP to the Lender as collateral security for the Guarantees.

### **The Indebtedness and Demands**

15. The Debtors are indebted to the Lender, pursuant to the Commitment Letter, the Guarantees, and the Security.
16. The Debtors are in default of the Commitment Letter, the Guarantees, and the Security as a result of the following:
  - (a) Failure to make interest payments as and when required pursuant to the Commitment Letter and the Security;
  - (b) Failure to provide certain reporting to the Lender as and when required pursuant to the Commitment Letter and the Security;
  - (c) Failure to pay 2024 and 2025 property taxes for the Lands;
  - (d) Builders' Liens totalling approximately \$15,223,000 have been registered against title to the Lands; and
  - (e) Construction on the Lands has ceased since approximately September 2024.
17. As at December 18, 2025, the Borrower was indebted to the Lender pursuant to the Commitment Letter and the Security, for the sum of \$44,166,549.37, plus the Lender's legal fees and interest thereafter at the rate of 14% per annum, calculated and compounded in accordance with the terms of the Commitment Letter, as set out in Paragraph 12 herein (the **Indebtedness**).
18. By letters dated December 12, 2025 (the **Demand Letters**), the Lender demanded payment by each of the Debtors for the amounts then outstanding, but the Debtors have each failed to pay.
19. Desjardins Financial Security Life Assurance Company is the holder of a first mortgage and assignment of rents (the **Desjardins Mortgage**) registered against title to the Lands under registration numbers CA9882427 and CA9882428. The Desjardins Mortgage ranks in priority to the Mortgages pursuant to a Priority Agreement entered into between Desjardins and the Lender, and registered against title to the Lands under number CB290136-CB290137, granting priority to the Desjardins Mortgage.
20. The following Respondents are the holders of the following charges registered against the Lands in the Land Title Office on the following dates under the following numbers, which charges rank in priority behind the interest of the Lender in the Lands, and are being added to these proceedings accordingly:

<b>Respondent</b>	<b>Charge</b>	<b>Registration Date</b>	<b>Registration Number</b>
Trisura Guarantee Insurance Company	Mortgage Assignment of Rents	2023-03-21 2023-03-21	CB527756 CB527757
JB Solutions ULC	Claim of Builders Lien Certificate of Pending Litigation	2024-10-17 2024-11-13	CB1658177 CB1708885
1299881 BC Ltd.	Claim of Builders Lien Certificate of Pending Litigation	2024-10-21 2025-10-20	CB1664072 CB2405103
Tandem Mechanical Systems Ltd.	Claim of Builders Lien Certificate of Pending Litigation	2024-10-30 2025-10-28	CB1682886 CB2419314
Metro-Can Construction (OT) Ltd.	Claim of Builders Lien Claim of Builders Lien Certificate of Pending Litigation	2024-11-13 2025-10-29 2025-10-31	CB1708860 CB2423171 CB2430196
B&B Excavation and Shoring Ltd.	Claim of Builders Lien Certificate of Pending Litigation	2024-12-13 2025-05-01	CB1767913 CB2016144
RPMC Investment Inc. 541823 B.C. Ltd.	Certificate of Pending Litigation	2025-09-11	CB2334277

21. The following charge on the British Columbia Personal Property Registry held by the following Respondent ranks in priority behind the interest of the Lender in the Personal Property Registry:

<b>Secured Party</b>	<b>Debtor</b>	<b>Registration Date</b>	<b>Registration No.</b>
Trisura Guarantee Insurance Company	The Borrowers and the GP	2023-03-21	426308P

22. All Tenants or Occupiers of the Subject Lands and Premises, whose names are unknown to the Lender, are joined as Respondents to this proceeding by virtue of their occupancy of the Lands, the particulars and identities of whom is currently unknown by the Lender.
23. The Lender intends to elect at the hearing of the Petition, pursuant to section 55(6) of the *BC Personal Property Security Act*, to proceed as to both the Lands and the Personal Property as if the Personal Property were land.

### **Part 3: LEGAL BASIS**

24. On the facts set out in Part 2 above, the Lender has established that:

- (a) The agreements comprising the Security are valid and enforceable agreements ranking in priority to the interests of all Respondents in and to the Lands and Personal Property;
- (b) The Mortgages are valid and enforceable agreements as between the Lender and the Borrowers, and the Security Agreements are valid and enforceable agreements as between the Lender and the Borrower and GP, in priority to the interests of the Borrowers and the GP;
- (c) The Guarantees are valid and enforceable agreements as between the Lender and the Guarantors, in priority to the Guarantors' interests;
- (d) The Debtors are indebted to the Lender for the Indebtedness, with such indebtedness being validly secured by the Security in priority to the interests of the named Respondents; and
- (e) The Debtors are in default of the terms of the Commitment Letter, the Guarantees, and the Security, including covenants to pay

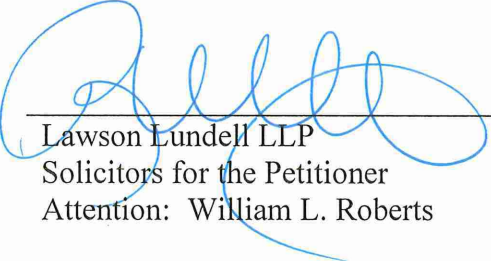
and pursuant to the terms of the Security, the Lender is entitled to the relief sought in Part 1 above.

25. The Lender will rely on, inter alia, Rules 13-5, 16-1, and 21-7 of the Supreme Court Civil Rules, section 55(6) of the BC *Personal Property Security Act*, and Part 16 of the *Land Title Act*, and such other provisions as may be relevant based on any response materials filed. With respect to the Lender's claim for solicitor and own client costs, the Lender will rely on *Blueshore Financial Credit Union v. 1134038 B.C. Ltd.*, 2023 BCSC 2304.

**Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit #1 of Lisa Ward made on December 18, 2025, a copy of which is filed and served herewith.

Dated this 18 day of December, 2025:

  
\_\_\_\_\_  
Lawson Lundell LLP  
Solicitors for the Petitioner  
Attention: William L. Roberts

Form 125

**INFORMATIONAL NOTICE FOR FORECLOSURE PROCEEDINGS**

This is a foreclosure proceeding. You have been served with the enclosed materials because you appear to have an interest in the property described in the petition to the court.

Within this proceeding, the court may make orders concerning distribution of sale proceeds that impact you.

To ensure that you are informed of any court orders concerning distribution of funds, you must make the court and the petitioner aware of your contact information. This can be done by filing a response to petition or notifying the petitioner in writing of your current contact information.

If at any stage of this proceeding you wish to take a position on the relief sought in this proceeding, a response to petition and supporting affidavit must be filed and served on the petitioner within the timelines set out in the Supreme Court Civil Rules.

***To be completed by the Court only:***

Order made

in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this petition

with the following variations and additional terms:

Dated: \_\_\_\_\_

Signature of  Judge  Associate Judge

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH  
COLUMBIA**

BETWEEN:

DOMAIN MORTGAGE CORP. as mortgage  
administrator and bare trustee  
for Capstone Mortgage Pool and  
Capstone Mortgage Opportunities Fund LP

PETITIONER

AND:

1119356 B.C. LTD.  
CENTRA LIMITED PARTNERSHIP AND  
OTHERS

RESPONDENTS

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**PETITION TO THE COURT**

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Suite 1600 Cathedral Place  
925 West Georgia Street,  
Vancouver BC V6C 3L2  
Phone: 604-685-3456

Attention: William L. Roberts/Baylee Hunt