



Court File No. H-200210  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE RECEIVERSHIP OF  
0914097 B.C. LTD.  
(1108, 1110 AND 1112 WEST 15<sup>TH</sup> AVENUE, VANCOUVER, B.C.)**

**SECOND AND FINAL REPORT OF THE RECEIVER AND MANAGER  
D. MANNING & ASSOCIATES INC.**

May 14, 2021

**D. MANNING & ASSOCIATES INC.  
COURT-APPOINTED RECEIVER AND MANAGER OF THE  
ASSETS, UNDERTAKINGS AND PROPERTY OF  
0914097 B.C. LTD.  
(1108, 1110 AND 1112 WEST 15<sup>TH</sup> AVENUE, VANCOUVER, B.C.)  
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**IN THE SUPREME COURT OF BRITISH COLUMBIA  
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0914097 B.C. LTD.  
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**SECOND AND FINAL REPORT OF THE RECEIVER AND MANAGER  
D. MANNING & ASSOCIATES INC.**

May 14, 2021

**A. INTRODUCTION**

1. D. Manning & Associates Inc. ("**DMA**") was appointed as Receiver and Manager ("**the Receiver**") of the Assets, Undertakings and Property of 0914097 B.C. Ltd. ("**the Company**") pursuant to an Order of the Supreme Court of British Columbia ("**the Court**") made on October 13, 2020.
2. The Receiver submits this Second and Final Report ("**the Report**") detailing its activities as Receiver and relevant financial information in connection with the receivership for the period October 13, 2020 to completion in support of an application to have its accounts for the period October 13, 2020 to completion passed, and the Receiver discharged.

**B. QUALIFICATIONS AND RESTRICTIONS OF THIS REPORT**

3. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this Report. Any use which any party makes of this Report, or any reliance or decisions to be made on this report, is the sole responsibility of each party.
4. All dollar amounts identified in this Report are expressed in Canadian dollars, unless otherwise specified.

### C. BACKGROUND

5. The Company is the owner of a residential real estate development located at 1108, 1110 and 1112 West 15<sup>th</sup> Avenue, Vancouver, British Columbia (“**the Properties**”). The Properties previously held the address of 1130 West 15<sup>th</sup> avenue, but after stratification, the addresses were changed to 1108 West 15<sup>th</sup> Avenue (“**the Infill Home**”), 1110 and 1112 West 15<sup>th</sup> Avenue (“**the Duplex**”).
6. The principal secured creditor of the Company, Prospera Credit Union, formerly known as Westminster Savings Credit Union (“**Prospera**”), made an application to the Court for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3, as amended and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, appointing DMA as Receiver and Manager, without security, of all of the Assets, Undertakings and Property of 0914097 B.C. Ltd. A copy of the appointing Order is attached as **Appendix “A”**.

### D. RECEIVERSHIP ACTIVITIES

7. Upon its appointment as Receiver, the Receiver served the Order on the principal of the Company, Mr. Gurdeep Dhaliwal (“**Gurdeep**”), through his counsel. However, the Receiver primarily dealt with two of Gurdeep’s children, Mr. Sarjit Dhaliwal (“**Sarj**”) and Ms. Parm Dhaliwal-Batth (“**Parm**”).
8. The Receiver filed a Form 7 with B.C. Registry Services.
9. The Receiver filed a Form 87 (Notice and Statement of Receiver) with the Office of the Superintendent of Bankruptcy and paid the appropriate filing fees.
10. The Receiver published a legal notice in the *Vancouver Province* on October 23, 2020.
11. The Receiver consulted with Sarj to develop a list of work that had been completed on the Properties, as well as a separate list of work that still needed to be completed on the Duplex, as the Infill Home was already complete.
12. The Receiver prepared a Cost to Complete Budget from information provided by the Company.
13. The Receiver confirmed Vacant Dwelling insurance coverage on the Duplex through Wilson M. Beck Insurance Services (Kelowna) Inc. (“**W.M. Beck**”) and had itself added as a named insured on the policy.
14. The Receiver confirmed Vacant Dwelling insurance coverage on the Infill Home through W.M. Beck and had itself added as a named insured on the policy.
15. The Receiver confirmed that New Home Warranty on the Infill Home was covered under National Home Warranty. New Home Warranty on the Duplex had expired and was not actually necessary, but the Company was working on renewing coverage with National

Home Warranty in order to enhance the value of the Duplex and the Receiver followed up on this matter.

16. The Receiver prepared and filed their Interim Report with the Office of the Superintendent of Bankruptcy.
17. The Receiver confirmed the status of property tax arrears with the City of Vancouver and payment of some property taxes by the principal of the Company.
18. The Receiver confirmed that the City of Vancouver Empty Homes Tax did not apply to the Properties.
19. The Receiver determined that the Properties had been listed by the Company with Mr. Kevin Hardy of Sotheby's International Realty Canada and reviewed their initial and ongoing Marketing Reports.
20. The Receiver prepared its First Report of Receiver dated November 18, 2020.
21. The Receiver monitored Mr. Kevin Hardy's periodic adjustments to the list prices on both the Infill House and the Duplex through Parm and monitored his progress in marketing the Properties.
22. The Receiver monitored the progress of completing construction of the Properties, correcting deficiencies, and obtaining a final occupancy permit from the City of Vancouver through our communications with Sarj.
23. Upon being notified of a pending sale of the Property, the Receiver reviewed a list of items to be adjusted on the Vendor's Statement of Adjustments and Direction to Pay, as well as services to be cut off upon the completion of the sale. The Receiver reviewed correspondence from Owen Bird Law Corporation ("**Owen Bird**") regarding payment of funds to Prospera and release of holdbacks, and provided its comments.
24. 1110 West 15<sup>th</sup> Avenue was sold with a completion date of March 4, 2021, and the net proceeds of \$1,850,756.16 (including holdbacks) were paid to the Mortgagee.
25. 1108 West 15<sup>th</sup> Avenue was sold with a completion date of March 11, 2021, and the net proceeds of \$2,789,633.72 (including holdbacks) were paid to the Mortgagee.
26. The Receiver engaged Owen Bird to apply to Court to pass the Receiver's accounts and legal accounts of Owen Bird for the Receiver, summarily.

#### **E. STATEMENT OF RECEIPTS AND DISBURSEMENTS**

27. The Receiver's Final Statement of Receipts and Disbursements for the period October 13, 2020 to completion is attached as **Appendix "B"**.

## F. PROFESSIONAL FEES AND DISBURSEMENTS

28. The Receiver's fees and disbursements from October 13, 2020 to completion (including work done prior to October 13, 2020 in anticipation of and in preparation for our appointment) amount to \$35,247.40 (including GST). A summary of the invoices, including commentary on the activities of the staff of the Receiver, is attached to this Report as **Appendix "C"**.
29. These professional fees, including the detailed invoices, were reviewed by and are acceptable to Prospera.
30. The Receiver is of the view that the fees and disbursements of DMA as Receiver are reasonable, and that the services provided and activities undertaken were appropriate.
31. The only outstanding matters are the following:
- Paying the Receiver's final and sole legal invoice to Owen Bird, for attending to taxation of the Receiver's accounts and Owen Bird's legal invoice for the Receiver, and the Receiver's discharge, not to exceed \$7,500.00, which will be paid by a third party;
  - Preparing and filing the Form 9, Notice of Ceasing to Act as Receiver and Manager;
  - Preparing and filing the Receiver and Manager's Final Report regarding the Company with the Office of the Superintendent of Bankruptcy.

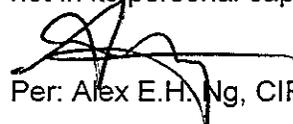
## G. CONCLUSION AND RECEIVER'S APPLICATION FOR APPROVALS

32. The Receiver provides the information in this Report in support of its proposed application to:
- (i) Approve the Receiver's Interim Statement of Receipts and Disbursements for the period October 13, 2020 to May 7, 2021, with notes;
  - (ii) Approve the activities of the Receiver as set out in this Report;
  - (iii) Approve the fees and disbursements of DMA for the period of the Receivership;
  - (iv) Approving the Receiver's final and sole legal expenses for attending to taxation of the Receiver's accounts and the Receiver's discharge, not to exceed \$7,500.00, which will be paid by a third party;
  - (v) Declare that all steps taken by and activities of the Receiver and all amounts distributed by the Receiver are hereby approved, and that the Receiver shall have no further liability in respect thereof;
  - (vi) Declare that the Receiver has duly and properly discharged its duties, responsibilities, and obligations as Receiver and is hereby discharged and released from any and all further obligations as Receiver.

Should you have any questions, please contact the undersigned.

Respectfully submitted,

**D. MANNING & ASSOCIATES INC.**  
**RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF**  
**0914097 B.C. LTD. (1108, 1110 AND 1112 WEST 15<sup>TH</sup> AVENUE, VANCOUVER, B.C.)**  
not in its personal capacity



Per: Alex E.H. Ng, CIRP, Vice President

Attachments

APPENDIX "A"

COURT ORDER APPOINTING RECEIVER AND MANAGER  
DATED OCTOBER 13, 2020

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No. H-200210  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

PROSPERA CREDIT UNION formerly known as  
WESTMINSTER SAVINGS CREDIT UNION

Petitioner

AND:

0914097 B.C. LTD.  
SADHU DHALIWAL also known as SADHU SINGH  
DHALIWAL  
SURJIT KAUR DHALIWAL  
THE ATTORNEY GENERAL OF BRITISH COLUMBIA  
represented by Her Majesty the Queen in right of the Province of  
British Columbia

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF  
0914097 B.C. LTD.**

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE	)	
	)	
MADAM JUSTICE WARREN	)	TUESDAY THE 13 <sup>TH</sup> DAY OF OCTOBER,
	)	2020
	)	

ON THE APPLICATION of the Petitioner for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") appointing D. Manning & Associates Inc. as Receiver and Manager (in such capacity, the "Receiver") without security, of all of the assets, undertakings and property of 0914097 B.C. Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor in constructing homes at 1106-1130 West 15<sup>th</sup> Avenue (formerly 1106 West 15<sup>th</sup> Avenue), in the City of Vancouver, in the Province of British Columbia having legal descriptions of Strata Lots 1, 2, & 3 each of District Lot 526, Group 1, New Westminster District, Strata Plan EPS5264, coming on for hearing by teleconference this day at Vancouver, British Columbia.

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AND ON READING the Affidavits #1, #2 and #3 of Bill Sharma sworn March 13, 2020, April 30, 2020 and October 2, 2020 respectively, Affidavit #1 of Anna Frydenlund sworn March 16, 2020, and Affidavit #1 of William Choo sworn October 7, 2020 and the consent of D. Manning & Associates Inc. to act as the Receiver; AND ON HEARING Alan A. Frydenlund QC, Counsel for the Petitioner and Brian Markus, counsel for the Respondents, 0914097 B.C. Ltd., Sadhu Dhaliwal and Surjit Kaur Dhaliwal, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

#### **APPOINTMENT**

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA, D. Manning & Associates Inc. is appointed Receiver, without security, of all of the assets, undertakings and property of the Debtor, acquired for, or used in relation to a business carried on by the Debtor in constructing homes at 1106-1130 West 15<sup>th</sup> Avenue (formerly 1106 West 15<sup>th</sup> Avenue), in the City of Vancouver, in the Province of British Columbia having legal descriptions of Strata Lots 1, 2, & 3 each of District Lot 526, Group 1, New Westminster District, Strata Plan EPS5264 including all proceeds (the “**Property**”).

#### **RECEIVER’S POWERS**

2. The Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;
  - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
  - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including, without limitation, those conferred by this Order;
  - (e) to take those steps the Receiver considers necessary for the construction or completion of the construction of any buildings or improvements on the lands included in the Property to make the Property available for sale or to make any existing buildings or

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improvements on the Property continually habitable, but without liability to the Receiver for permissive or voluntary waste.

- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting these amounts, including, without limitation, enforcement of any security held by the Debtor;
- (h) to settle, extend or compromise any indebtedness owing to the Debtor;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order including, without limitation, Speculation and Vacancy Tax Declarations in respect of the Debtor and the Property;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (k) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtor, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor;
- (o) to enter into agreements with any Licensed Insolvency Trustee appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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- (r) to receive further advances of the Petitioner's loan to the Debtor (which loan amount may be further increased on the agreement of the Receiver and the Petitioner) for the purpose of carrying on its duties pursuant hereto which advances from the Petitioner to the Receiver will be in full priority to all Respondents and all Claims of Builders' Lien, pursuant to s. 32(5) of the *Builders' Lien Act* S.B.C. 1997 c.45.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

3. Each of (i) the Debtor; (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "Persons" and each a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
4. All Persons, other than governmental authorities, shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "Records") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.
5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining

immediate access to the information in the Records as the Receiver may require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

#### **NO INTERFERENCE WITH THE RECEIVER**

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.
11. Any person who has provided policies of insurance or indemnities (including, without limitation, New Home Warranty) at the request of the Receiver shall be required to continue or renew such policy of insurance or indemnity following the date of this Order provided that the Receiver make payment of the premium (on the usual commercial terms) as if this proceeding had not been commenced.

### CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

### EMPLOYEES

14. Subject to the employees' right to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

### PERSONAL INFORMATION

15. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection*

*Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

16. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.
17. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.
18. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:
  - (a) before the Receiver’s appointment; or,
  - (b) after the Receiver’s appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.
19. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

### LIMITATION ON THE RECEIVER'S LIABILITY

20. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its part; or
  - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

### RECEIVER'S ACCOUNTS

21. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
22. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
23. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands;
- (a) against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court,
  - (b) In payment of any charges for taxes, utilities, or insurance premiums with relate to any of the Property,
  - (c) In repayment of the Receiver's interim advances from the Petitioner pursuant to the Petitioner's loan to the Debtor,
  - (d) In reduction of the amount owing under the Petitioner's mortgage.

### SERVICE AND NOTICE OF MATERIALS

24. The Receiver shall establish and maintain a website in respect of these proceedings at: ([www.manning-trustee.com](http://www.manning-trustee.com) the "**Website**") and shall post there as soon as practicable:

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- (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and,
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
25. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule A (the “**Demand for Notice**”). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.
26. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the “**Service List**”). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.
27. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.
28. Notwithstanding paragraph 25 of this Order, service of the Petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.
29. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtor’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

**GENERAL**

30. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
31. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
32. The Receiver may apply to this Court for Conduct of Sale of the Property, or any portion thereof, including without limitation the right to market any or all of the Property and to apply for vesting orders or other orders necessary to convey the Property or any part or parts thereof to purchasers, free and clear of any liens or encumbrances.
33. Nothing in this Order shall prevent the Receiver from acting as a Licensed Insolvency Trustee of the Debtor.
34. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
35. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
36. The Petitioner shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Petitioner's security or, if not so provided by the Petitioner's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
37. Endorsement of this Order by counsel appearing on this application other than the Petitioner is dispensed with.

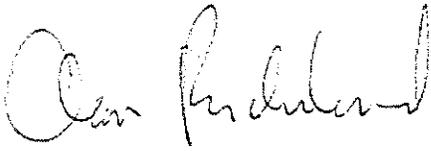
THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

{01758410;1}

endorsement attached

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APPROVED BY:



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Alan A. Frydenlund QC  
lawyer for Petitioner

Digitally signed by  
Warren, J

BY THE COURT

Digitally signed by  
Novcic, Maja

REGISTRAR

**SCHEDULE "A"**

**Demand for Notice**

**TO:** [Name of Applicant]  
c/o [Name of Counsel to the Applicant]  
Attention:  
Email:

**AND TO:** **D. Manning & Associates Inc.**  
c/o Owen Bird Law Corporation  
Attention: Alan A. Frydenlund QC  
Email: afrydenlund@owenbird.com

**Re: In the matter of the Receivership of 0914097 B.C. Ltd.**

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

- 1. By email, at the following address (or addresses):

\_\_\_\_\_

OR

- 2. By facsimile, at the following facsimile number (or numbers):

\_\_\_\_\_

OR

- 3. By mail, at the following address:

\_\_\_\_\_

Name of Creditor: \_\_\_\_\_

Name of Counsel (if any): \_\_\_\_\_

Creditor's Contact Address: \_\_\_\_\_

\_\_\_\_\_

Creditor's Contact Phone Number: \_\_\_\_\_

- 2 -

Action No.H-200210

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IN THE SUPREME COURT OF BRITISH  
COLUMBIA

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PROSPERA CREDIT  
UNION formerly known  
as WESTMINSTER  
SAVINGS CREDIT  
UNION

Petitioner

AND:

0914097 B.C. LTD.  
SADHU DHALIWAL  
also known as SADHU  
SINGH DHALIWAL  
SURJIT KAUR  
DHALIWAL  
THE ATTORNEY  
GENERAL OF BRITISH  
COLUMBIA represented  
by Her Majesty the Queen  
in right of the Province of  
British Columbia

Respondents

IN THE SUPREME COURT OF BRITISH  
COLUMBIA  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF  
0914097 B.C. Ltd.

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**RECEIVERSHIP ORDER**

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APPENDIX "B"

RECEIVER AND MANAGER'S FINAL STATEMENT OF CASH  
RECEIPTS AND DISBURSEMENTS FOR THE PERIOD  
OCTOBER 13, 2020 TO COMPLETION

**RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS  
AND PROPERTY OF 0914097 B.C. Ltd.**

**FINAL STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS  
FOR THE PERIOD OCTOBER 13, 2020 TO MAY 7, 2021**

	<u>\$</u>	<u>\$</u>
<b>RECEIPTS</b>		
Advances from Prospera Credit Union	38,380.87	
<b>TOTAL RECEIPTS</b>		38,380.87
<b>DISBURSEMENTS</b>		
Bank Charges	60.00	
Filing Fee	111.54	
GST Paid	1,819.49	
Legal advertising	595.02	
Photocopies	250.00	
Postage & Courier	7.39	
Receiver and Manager's Fees	35,247.40	
Telephone & Facsimile	246.00	
Travel	44.03	
<b>TOTAL DISBURSEMENTS</b>		38,380.87
<b>EXCESS OF RECEIPTS OVER DISBURSEMENTS</b>		NIL
		(Notes 1 to 3)

Notes:

- (1) Net sale proceeds received of \$1,850,756.16 from sale of 1110 West 15th Avenue, Vancouver, B.C. and paid directly to Prospera Credit Union.
- (2) Net sale proceeds received of \$2,789,633.72 from sale of 1108 West 15th Avenue, Vancouver, B.C. and paid directly to Prospera Credit Union.
- (3) Owen Bird Law Corporation legal costs for receivership related work have been paid by a third party.

APPENDIX "C"

SUMMARY OF RECEIVER AND MANAGER'S INVOICES  
FROM OCTOBER 13, 2020 TO COMPLETION

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**RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS  
AND PROPERTY OF 0914097 B.C. Ltd.**

**SUMMARY OF RECEIVER AND MANAGER'S BILLING FOR THE PERIOD APRIL 24, 2020 TO COMPLETION**

<b>INVOICE NO.</b>	<b>BILLING PERIOD</b>	<b>DATE OF INVOICE</b>	<b>TOTAL BILLING (\$)</b>	<b>FEES (\$)</b>	<b>DISBURSEMENTS (\$)</b>	<b>GST (\$)</b>
10707	April 24, 2020 to April 29, 2020	12-May-20	4,136.99	3,891.25	48.74	197.00
10806	October 2, 2020 to November 18, 2020	19-Nov-20	12,425.43	10,971.25	868.52	585.66
10845	November 19, 2020 to February 9, 2021	10-Feb-21	6,915.06	6,437.25	149.00	328.81
10885	February 10, 2021 to March 5, 2021	05-Mar-21	6,327.72	5,954.40	72.00	301.32
10900	March 6, 2021 to completion	12-Apr-21	8,575.67	7,993.25	175.72	406.70
<b>TOTAL</b>			<b>38,380.87</b>	<b>35,247.40</b>	<b>1,313.98</b>	<b>1,819.49</b>

**RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS  
AND PROPERTY OF 0914097 B.C. Ltd.**

**SUMMARY OF RECEIVER AND MANAGER'S DISBURSEMENTS FOR THE PERIOD APRIL 24, 2020 TO COMPLETION**

INVOICE NO.	BILLING PERIOD	DATE OF INVOICE	Advertising (\$)	Bank Charges (\$)	Filing Fees (\$)	Photocopies (\$)	Postage and Courier (\$)	Telephone and Facsimile (\$)	Travel (\$)	TOTAL (\$)
10707	April 24, 2020 to April 29, 2020	12-May-20				15.50		12.00	21.24	48.74
10806	October 2, 2020 to November 18, 2020	19-Nov-20	595.02	35.00	91.54	64.50	3.67	56.00	22.79	868.52
10845	November 19, 2020 to February 9, 2021	10-Feb-21		10.00		43.00		96.00		149.00
10885	February 10, 2021 to March 5, 2021	05-Mar-21				32.00		40.00		72.00
10900	March 6, 2021 to completion	12-Apr-21		15.00	20.00	95.00	3.72	42.00		175.72
	<b>TOTAL</b>		<b>595.02</b>	<b>60.00</b>	<b>111.54</b>	<b>250.00</b>	<b>7.39</b>	<b>246.00</b>	<b>44.03</b>	<b>1,313.98</b>

RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS  
AND PROPERTY OF 0914097 B.C. Ltd.

SUMMARY OF RECEIVER AND MANAGER'S FEES FOR THE PERIOD APRIL 24, 2020 TO COMPLETION

INVOICE NO.	BILLING PERIOD	DATE OF INVOICE	William Choo Principal Hours	Alex Ng Vice-President and Trustee Hours	Morris Choo Senior Associate Hours	Morris Choo Senior Associate Hours	Mia Law Senior Associate Hours	Mia Law Senior Associate Hours	Ruth Chang Senior Associate Hours	Ruth Chang Senior Associate Hours	Debbie Liberty Associate Hours	April Szeto Associate Hours	April Szeto Associate Hours	TOTAL
10707	April 24, 2020 to April 29, 2020	12-May-20	6.00	1.25		1.15							1.00	9.40
10806	October 2, 2020 to November 18, 2020	19-Nov-20	13.75	5.00		4.50				2.00			4.75	30.00
10845	November 19, 2020 to February 9, 2021	10-Feb-21	10.50	1.00	0.50			0.30	0.05	0.05	0.40	3.75		16.55
10885	February 10, 2021 to March 5, 2021	05-Mar-21	7.75	2.00			0.35		3.56			3.25		16.91
10900	March 6, 2021 to completion	12-Apr-21	6.75	3.75	4.50		3.55		3.00			3.50		25.05
<b>TOTAL HOURS</b>			<b>44.75</b>	<b>13.00</b>	<b>5.00</b>	<b>5.65</b>	<b>3.90</b>	<b>0.30</b>	<b>6.61</b>	<b>2.05</b>	<b>0.40</b>	<b>10.50</b>	<b>5.75</b>	<b>97.91</b>
<b>HOURLY RATE</b>			<b>495.00</b>	<b>395.00</b>	<b>275.00</b>	<b>250.00</b>	<b>215.00</b>	<b>200.00</b>	<b>215.00</b>	<b>200.00</b>	<b>160.00</b>	<b>150.00</b>	<b>140.00</b>	
<b>TOTAL FEES</b>			<b>22,151.25</b>	<b>5,135.00</b>	<b>1,375.00</b>	<b>1,412.50</b>	<b>838.50</b>	<b>60.00</b>	<b>1,421.15</b>	<b>410.00</b>	<b>64.00</b>	<b>1,575.00</b>	<b>805.00</b>	<b>35,247.40</b>