

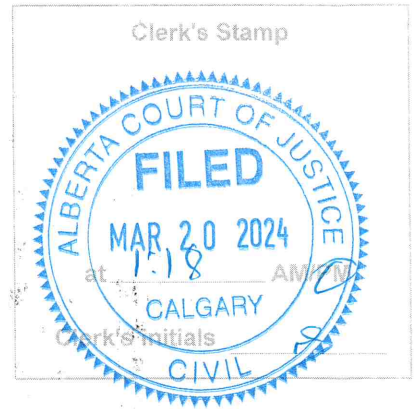
Action Number  
P 2490100503

COURT Alberta Court of Justice (Civil)

COURT LOCATION **Calgary**  
Calgary Courts Centre, Suite 606-S, 601-5 Street SW  
Calgary AB T2P 5P7  
Phone: 403-297-7217 Fax: 403-297-7374

PLAINTIFF(S) KEVIN GRIMES

DEFENDANT(S) 2217517 ALBERTA LTD., 1955687 ALBERTA LTD. and YUIN KIM



DOCUMENT

**Dispute Note**

(Check the applicable box)

☒ without Counterclaim

☐ with Counterclaim

☐ with Counterclaim adding the following new party (or parties):

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

Document Filed on Behalf of the Following Party (Parties): 2217517 ALBERTA LTD., 1955687 ALBERTA LTD. and YUIN KIM			18 Years old or Over? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Address for Service (Building, Street, Apt, Unit, PO Box Number) 2120, 237-4th Ave SW			
City/Town Calgary		Province/Territory Alberta	Postal Code T2P 4K3
Daytime Phone Number 403-262-3000	Cellular Phone Number	Fax Number for Service 403-237-0111	
Email Address for Service lwong@caronpartners.com			Represented by: <input checked="" type="checkbox"/> Lawyer <input type="checkbox"/> Student-at-law <input type="checkbox"/> Agent <input type="checkbox"/> Self
Name of Lawyer / Student-at-law / Agent (if any) Lucinda A. Wong			
Firm Name (if any) Caron & Partners LLP			

**WARNING** - It is **YOUR** responsibility to notify the Court office and all other parties in writing of any change in your contact information or address for service. Failure to do so may result in court appearances being held, or an order or judgment being issued against you, without your knowledge.

**NOTICE TO PLAINTIFF(S)**

This document may contain a Counterclaim. If so, you are a "Defendant by Counterclaim". Failure to respond to a Counterclaim may result in a judgment being entered against you. Go to the end of this document to see what you can do and when you must do it.

**1.** I dispute the Civil Claim for the following reasons:

(Explain which parts of the Civil Claim you do not agree with and why. Simply stating that you cannot afford to pay the claim is not a valid defence).

See attached Schedule "A".

**2.** I admit the following parts of the Civil Claim:

See attached Schedule "A".

## 3. Regarding the amount claimed in the Civil Claim:

(Check the applicable box if you agree to pay all or part of the Civil Claim)

☐ I agree I owe the entire amount claimed in the Civil Claim.☐ I agree I owe \$ \_\_\_\_\_ which is a part of the amount claimed in the Civil Claim, but do not agree with the remaining amount claimed. Amount☒ I do not agree with the amounts claimed.4. I will be calling 1 witness(es) at the trial of this action, including myself.  
Number**DEFENDANT'S COUNTERCLAIM OR CLAIM FOR SET-OFF***(Complete the section below only if you are making a Counterclaim or a claim for set-off against the Plaintiff(s). If you file a counterclaim, you become a "Plaintiff by Counterclaim". A Counterclaim is not required if you are seeking only costs for time and expenses to dispute the Plaintiff's claim. Costs may be addressed with the Court at the conclusion of the matter).*

5. The Defendant(s) Counterclaim(s) or claim(s) a set-off from the Plaintiff(s) in the amount of \$ \_\_\_\_\_, not including interest and costs, for the following reasons:

## 6. The Defendant(s) also claims:

☐ Interest from the date the Counterclaim arose to the date of judgment pursuant to: (check applicable box(es))☐ an agreement between the Plaintiff(s) and the Defendant(s) at the rate of \_\_\_\_\_ % per year.☐ The Judgment Interest Act☐ Other (describe the basis for and amount of your interest claim):☐ Costs (check applicable box(es))☐ filing fee, service of the Dispute Note and Counterclaim and any steps taken up to judgment☐ Other (describe the basis for and amount of any other costs you are requesting):

## 7. Abandonment of excess portion of Counterclaim (check the following box only if you are abandoning any part of the Counterclaim that exceeds the financial jurisdiction of this Court)

☐ I abandon that part of the Counterclaim that exceeds the financial jurisdiction of this Court. I understand and agree that I cannot recover in this Court or any other Court that part of my Counterclaim that is abandoned.**Do not attach any additional material or evidence to this Dispute Note and Counterclaim.**

**NOTICE TO DEFENDANT(S) BY COUNTERCLAIM:**

If you have been served this Dispute Note and it includes a Counterclaim that has added you as a new party to the action, you only have a short time to respond to this Counterclaim:

- 20 days if you are served in Alberta
- 30 days if you served outside of Alberta

You must either:

1. **Settle** the Counterclaim directly with the Plaintiff by Counterclaim.

-or-

2. **Pay** the amount plus interest and costs as claimed in the Counterclaim to the Court of Justice office by cash, certified cheque, money order or debit card (if available) only.

-or-

3. **Dispute** the Counterclaim within the time limit set out above, by doing the following:

- (a) Complete a Dispute Note to Counterclaim giving your reasons for disputing the Counterclaim. If there are parts of the Counterclaim you agree with, fill out paragraph 2 in the Dispute Note to Counterclaim.
- (b) File the Dispute Note to Counterclaim and pay the applicable filing fee either in person at any Court of Justice office, or by mail to the Court of Justice location shown on the Dispute Note. The Court of Justice must receive a Dispute Note to Counterclaim and the applicable filing fee within the time limit set out above.

**WARNING:**

If you fail to do one of the options listed above, or are late in doing so, the Plaintiff by Counterclaim may request to note you in default and apply to the Court for judgment against you in the amount set out in their Counterclaim.

If you are an existing party to the action and have received this Dispute Note and it includes a Counterclaim, you may respond to the Counterclaim by completing one of the options listed above, but you are not required to do so.

Forms and self-help materials are available at any Court of Justice location and on the Alberta Courts website at:

<https://www.albertacourts.ca/cj/areas-of-law/civil>

## SCHEDULE "A"

Alberta Court of Justice (Civil)

KEVIN GRIMES

v

2217517 ALBERTA LTD., 1955687 ALBERTA LTD., and YUIN KIM

### DISPUTE NOTE FILED BY 2217517 ALBERTA LTD., 1955687 ALBERTA LTD., and YUIN KIM

#### Parties and Introduction

1. This Dispute Note is filed on behalf of the Defendants, 2217517 Alberta Ltd. ("**221**"), 1955687 Alberta Ltd. ("**195**"), and Yuin Kim ("**Mr. Kim**"), hereinafter collectively referenced as the "Defendants". Unless otherwise expressly admitted herein, the Defendants deny the allegations set out in the Civil Claim filed February 6, 2024 (the "**Claim**").
2. Paragraphs 1-4 of the Claim are admitted.
3. Unless otherwise indicated, defined terms in this Dispute Note share the same definitions as the defined terms in the Claim.

#### The Residential Resale Condominium Property Purchase Contract

4. In May 2022, 221 as vendor and Grimes as purchaser entered into a written residential resale real estate purchase agreement in the standard AREA format (the "**Purchase Agreement**") for the purchase of a townhouse with the municipal address of 2220 5 Street SW, located at the legal address of:

CONDOMINIUM PLAN 2212030

UNIT 3

AND 1666 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Hereinafter, the "**Mission Property**".

5. The salient terms of the Purchase Agreement were originally as follows:
  - a. Grimes was to pay a deposit of \$50,000, which will form a part of the purchase price, on or before May 16, 2022 (the "**Deposit**");
  - b. The total purchase price of the Mission Property was \$1,300,000 (the "**Purchase Price**");

- c. The original closing date to complete the proposed transaction was originally November 30, 2022; and
  - d. There were no financing, inspection, or additional buyer conditions.
6. In May 2022, the Mission Property was still under construction with framing and electrical work being completed.
  7. The Purchase Agreement was subject to the buyer's satisfaction with a review of the documents before October 30, 2022, which was the original condition day.
  8. Grimes paid the Deposit on May 20, 2022. The Deposit was used towards the construction of the Mission Property with the knowledge and permission of Grimes.
  9. On November 30, 2022, Grimes did not wish to close and take vacant possession of the Mission Property. At this time, the Mission Property was still under construction. 221 continued to make efforts to complete the construction of the Mission Property.
  10. The Mission Property was completed, and occupancy was granted on July 21, 2023. The general contractor, Knightsbridge Custom Home Builders, had failed to substantially complete the Mission Property within 12 months of the release of all permit approvals. Knightsbridge obtained the requisite approvals and excavation for the Mission Property began in August of 2021. The primary construction period occurred from July 2021 to February 2023 and was subject to substantial cost inflation of labour and materials during this time period. After February 2023, some minor construction work remained, however 221 had difficulties obtaining the occupancy permit due to factors outside of its control, including interference by the general contractor and its subtrades.
  11. Mr. Kim regularly kept Grimes apprised of the construction status of the Mission Property and updated closing date. Until the Claim, at no time after the expiry of the Closing Date did Grimes indicate the Agreement was void or demanded back the Deposit. Grimes waived or acquiesced to an extension of time for the vendor to complete its obligations under the Purchase Agreement to provide the completed property and waived conditions.
  12. After obtaining the occupancy permit, 221 was in a position to close pursuant to the terms of the Purchase Agreement. Accordingly, Mr. Kim returned to Grimes and inquired as to closing. Grimes refused to close on the original terms of the Purchase Agreement although 221 was ready, willing and able to close on the Purchase Agreement.
  13. According to Clause 4.8(b) of the Purchase Agreement, the Deposit is payable to 221 as the vendor, if this contract is accepted and all conditions are satisfied or waived, and the buyer fails to perform the Purchase Agreement.
  14. On June 16, 2023, the primary lender has initiated foreclosure proceedings against the Mission Property. At this time, the Mission Property remains unsold and is available for purchase.

### **No Loan**

15. In response to paragraph 7, there was no such agreement that the Deposit paid on May 20, 2022 was to be paid back in 90 days with interest. The Deposit was paid in accordance with the written Purchase Agreement.
16. There have been no written loan terms prepared or signed by the parties, including no interest rates set, conditions of default, or deadlines to repay the alleged loan. In the alternative, if the Deposit is found to be a loan, the terms of the loan are too vague and uncertain to be enforceable.

### **Defence of Mr. Kim and 195**

17. Mr. Kim and 195 were not signatories to the Purchase Agreement. As there is no privity of contract between Mr. Kim and 195, this debt claim must fail against these two defendants. Although Grimes forwarded the Deposit to 195 initially because 195 possessed a USD account, the Deposit was immediately forwarded by 195 to 221 and used towards the construction costs of the Mission Property with the knowledge of Grimes.
18. At no material time did Mr. Kim or 195 ever misrepresent the Mission Property. Paragraph 8 is inadequately plead and fails to identify any particulars as to how Mr. Kim materially misrepresented any fact to Grimes during the negotiation of the Purchase Agreement or construction of the Mission Property. Moreover, at all material times Mr. Kim was acting not in his personal capacity, but in his capacity as director of 221. The claims against Mr. Kim must fail.

### **Remedy Sought**

19. The Defendants seek the following relief against the Plaintiff:
  - a. Dismissal of the Claim in its entirety;
  - b. An Order to compel the Plaintiff to provide the particulars of any misrepresentations allegedly made by Mr. Kim;
  - c. Costs of this action on a solicitor client basis, or alternatively on an enhanced basis due to the unsupported and undetailed allegations of misrepresentation made against Mr. Kim; and
  - d. Such further and other relief as this Honourable Court deems just.