



FORCE FILED

No. S-240493
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

FOX ISLAND DEVELOPMENT LTD. AND ADVANCED VENTURE
HOLDING CO., LTD.

PETITIONERS

AND:

KENSINGTON UNION BAY PROPERTIES NOMINEE LTD. (FORMERLY KNOWN
AS 34083 YUKON INC.), KENSINGTON UNION BAY PROPERTIES LIMITED
PARTNERSHIP, KENSINGTON UNION BAY PROPERTIES GP LTD,
INTERNATIONAL TRADE CENTER PROPERTIES LTD., SUNWINS ENTERPRISE
LTD., MO YEUNG CHING ALSO KNOWN AS MICHAEL CHING, MO YEUNG
PROPERTIES LTD., SFT DIGITAL HOLDINGS 30 LTD., HOTEL VERSANTE LTD.,
BEEM CREDIT UNION, MORTEQ LENDING CORP., CHUN YU LIU, 1307510 B.C.
LTD., JEFFREY RAUCH, RCC HOLDINGS LTD., AND HEUNG KEI SUNG

RESPONDENTS

NOTICE OF APPLICATION

Name of applicant: 1483610 B.C. Ltd. ("148")

To: Club Versante Management Ltd. ("**Club Versante**")

TAKE NOTICE that an application will be made by the Petitioners to the presiding judge or Associate Judge at the courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on July 7, 2026, at 10:00 a.m. for the order set out in Part 1 below.

The Applicants estimate that the application will take 20 minutes.

- ☐ This matter is within the jurisdiction of an Associate Judge.
- ☒ This matter is not within the jurisdiction of an Associate Judge.

Part 1: ORDER(S) SOUGHT

1. An order substantially in the form attached hereto as Schedule "A", declaring that the commercial lease agreement between International Trade Centre Properties Ltd. ("ITCP"), as landlord, and Club Versante, as tenant, dated January 1, 2021 in respect of the Sublet Premises (defined below), is void and of no effect as against the Sublet Premises and 148.
2. Costs against Club Versante on a full indemnity basis, if the relief sought herein is opposed.
3. Such further and other relief as counsel may advise and this Honourable Court deem just and appropriate in the circumstances.

Part 2: FACTUAL BASIS

A. Background

1. Pursuant to an Order granted by the Honourable Justice Fitzpatrick on December 17, 2025 (the "**SAVO**"), the Court approved of an agreement dated December 12, 2025, between Deloitte Restructuring Inc. in its capacity as receiver and manager (the "**Receiver**") of the hotel property of International Trade Center Properties Ltd., ("ITCP"), Hotel Versante Ltd. and RCC Holding Ltd. (collectively, the "**Debtors**"), as vendor, and 148 as purchaser (the "**Purchase Agreement**" and the transaction contemplated thereby being the "**Sale Transaction**"), for the sale of the Hotel Property (as defined in the Purchase Agreement).
2. The Hotel Property includes two parcels of land with the following legal descriptions:

PID:030-795-851
Air Space Parcel 2 Section 21 Block 5 North Range 6 West New Westminster
District Air Space Plan EPP739B5 (the "**Air Space Parcel**")

PID: 029-611-598
Lot 1 Section 21 Block 5 North Range 6 West New Westminster District
Plan EPP37734 Except Air Space Plan EPP73985 (the "**Remainder Parcel**")
3. The Sale Transaction Closed on February 25, 2026 (the "**Closing Date**"), at which time, 148 became the legal and beneficial owner of the Hotel Property.

4. The SAVO provides that, upon closing of the Sale Transaction, all of the Debtors' right, title and interest in the Purchased Assets (as defined in the SAVO) shall vest absolutely in 148 free and clear from any and all encumbrances.

The Club Versante Sublease

5. Following closing of the Sale Transaction, two rooms within the Remainder Parcel remained occupied by a tenant, and were being used as a walk-in freezer and cooler (the **Freezer/Cooler Rooms**). At the time, 148 had no record of any lease agreement in respect of the Freezer/Cooler Rooms.
6. On May 22, 2026, 148 caused its property manager ("**REMI**") to write a letter to MacDonald Commercial Real Estate Services Ltd. ("**MacDonald**"), which was at that time the property manager for the strata corporation where Hotel Property is situated, demanding that all food within the Freezer/Cooler Rooms be removed by no later than May 30, 2026.
7. On June 10, 2026, 148 caused REMI to write a letter a follow-up letter to Citybase Management Ltd. ("**Citybase**") (which had replaced MacDonald as the strata corporation's property manager) demanding that all food within the Freezer/Cooler Rooms be removed by no later than June 17, 2026, failing which the locks to the Freezer/Cooler Rooms would be cut, and all food contained therein would be removed.
8. On June 17, 2026, Citybase provided REMI with a copy of a Commercial Lease Agreement dated January 1, 2021, between ITCP as landlord, and Club Versante as tenant (the "**Sublease**"), in respect of rooms P503 and P509 (collectively, the "**Sublet Premises**") within the Remainder Parcel. Certainkey terms of the Sublease include:
 - (a) The term of the Sublease if 15 years commencing on January 1, 2021;
 - (b) Rent is \$1.00 per year;
 - (c) As additional consideration for use of the Sublet Premises, Club Versante agreed to invest \$200,000 in improvements to convert the Sublet Premises into a walk-in cooler and freezer (the "**Improvements**");
 - (d) Upon expiration of the term of the Sublease, all Improvements shall automatically vest and become the property of ITCP without compensation to Club Versante.

9. As a result of the Sublease, 148 understands that Club Versante claims that it is entitled to occupy the Sublet Premises.
10. 148 was unaware of the existence of the Sublease until it received a copy of it through REMI on June 17, 2026.
11. The Sublease was not registered at the British Columbia Land Titles Office against the Remainder Parcel prior to the Closing Date.

Part 3: LEGAL BASIS

12. *Land Title Act*, RSBC 1996, c 250 ("**LTA**").
13. The SAVO expressly provides that, upon closing of the Sale Transaction, all of the Debtors' right, title and interest in the Purchased Assets shall vest absolutely in 148 free and clear from any and all encumbrances, and that all such encumbrances are expunged and discharged as against the Purchased Assets. Accordingly, 148 took the Hotel Property, which includes the Sublet Premises, free and clear of the Sublease.
14. In any event, and in the alternative, section 20 of the *LTA* provides as follows:

20 (1) Except as against the person making it, an instrument purporting to transfer, charge, deal with or affect land or an estate or interest in land does not operate to pass an estate or interest, either at law or in equity, in the land unless the instrument is registered in compliance with this Act.

...

(3) Subsection (1) does not apply to a lease or agreement for lease for a term not exceeding 3 years if there is actual occupation under the lease or agreement.
15. The Sublease is an unregistered interest in the Sublet Premises for a purported term of 15 years. It was not registered in compliance with the *LTA*.
16. 148 took a transfer of the Hotel Property, (which includes the Remainder Parcel and the Sublet Premises) upon closing of the Sale Transaction. 148 is not a party to the Sublease. Accordingly, the Sublease does not pass any interest in the Sublet Premises to Club Versante.

Part 4: MATERIAL TO BE RELIED ON

17. Affidavit 4 of Ashley Kumar made June 25, 2025;

18. The materials and pleadings filed within.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

(a) file an application response in Form 33;

(b) file the original of every affidavit, and of every other document, that

you intend to refer to at the hearing of this application, and

has not already been filed in the proceeding; and

(c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

a copy of the filed application response;

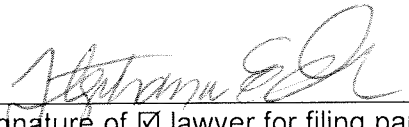
a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

June 26, 2026

Date

For:


Signature of ☒ lawyer for filing party
DLA Piper (Canada) LLP (Colin Brousson)
Lawyer for the Petitioners

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs _____ of Part 1 of this notice of application

☐ with the following variations and additional terms:

Date: _____	Signature of ☐ Judge ☐ Associate
Judge	

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

COMMENT: Check the box(es) below for the application type(s) included in this application.

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ oral matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☐ none of the above

SCHEDULE "A"

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

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PETITIONERS

AND:

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KNOWN AS 34083 YUKON INC.), KENSINGTON UNION BAY PROPERTIES
LIMITED PARTNERSHIP, KENSINGTON UNION BAY PROPERTIES GP
LTD., INTERNATIONAL TRADE CENTER PROPERTIES LTD., SUNWINS
ENTERPRISES LTD., MO YEUNG CHING ALSO KNOWN AS MICHAEL
CHING, MO YEUNG PROPERTIES LTD., SFT DIGITAL HOLDINGS 30 LTD.,
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CORP., CHUN YU LIU, 1307510 B.C. LTD., JEFFRET RAUCH, RCC
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RESPONDENTS

ORDER MADE AFTER APPLICATION

	)		)
	)		)
BEFORE	)	THE HONOURABLE JUSTICE	)
	)	FITZPATRICK	)
	)		)

July 7 ,2026

ON THE APPLICATION of 1483610 B.C. Ltd. ("148") coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on July 7, 2026 and on hearing Colin Brousson, counsel for 148, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly

served; AND **UPON READING**, the material filed, including Affidavit #4 Ashley Kumar dated June 26, 2026 (the "**4th Kumar Affidavit**");

THIS COURT ORDERS that:

1. The Commercial Lease Agreement (Walk-in Cooler & Freezer Conversion) between International Trade Centre Properties Ltd. as landlord and Club Versante Management Ltd. as tenant (the "**Sublease**"), in respect of rooms P503 and P509 located on P5 of the International Trade Centre, 8477 Bridgeport Road, Richmond, BC (the "**Sublet Premises**"), which is exhibited to the 4th Kumar Affidavit, is not binding, and has no effect, upon 148.
2. Subject to paragraph 3 of this Order, any and all rights or interests of Club Versante that arise from the Sublease and are in respect of the Sublet Premises, are hereby extinguished.
3. Club Versante shall be entitled to access the Sublet Premises solely for the purpose of removing any foodstuff belonging to it that are located in the Sublet Premises. Such access shall be granted by 148 during normal business hours on a weekday that is no later than July 21, 2026 (the "**Removal Date**"). Club Versante must provide 148 with at least two business days' notice of the date and time that it will attend at the Sublet Premises to remove its foodstuff.
4. Any foodstuff belonging to Club Versante that have not been removed from the Sublet Premises by the Removal Date shall be deemed to be abandoned by Club Versante and may be disposed of by 148 without further notice to Club Versante.
5. Costs are awarded in favour of 148 on a full indemnity basis against Club Versante.

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

Signature of ☒ lawyer for Petitioners
DLA Piper (Canada) LLP (Colin Brousson)

BY THE COURT

REGISTRAR

SCHEDULE A
List of Counsel

<u>Party Represented</u>	<u>Counsel</u>
Colin Brousson	Counsel for 1483610 B.C. Ltd..
Jordan Schultz	Counsel for Deloitte Restructuring Inc. in its capacity as receiver and manager.

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RESPONDENTS

ORDER MADE AFTER APPLICATION

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