

**ONTARIO SUPERIOR COURT OF JUSTICE
CIVIL ENDORSEMENT FORM**
(Rule 59.02(2)(c)(i))

BEFORE:	Justice The Honourable Paul B. Schabas	Court File Number: CV-24-00713814-0000
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Title of Proceeding:		Applicant(s)/ Plaintiff(s)
XDREAM HOME RENOS INC.		
-v-		
MEI YING NG; PUI SHAN LI, AKA Peggy Li		Respondent(s)/ Defendant(s)

Case Management: <input type="checkbox"/> Yes If so, by whom:	<input type="checkbox"/> No
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Participants and Non-Participants: (Rule 59.02(2)(vii))

Party	Counsel	E-mail Address	Phone #	Participant (Y/N)
1) Applicant Xdream Home Renos Inc.	Calvin Zhang	calvin@starkmanlawyers.com	905-477-3110	Y
2) Respondent(s) Mei Ying Ng Pui Shan Li	Mei Ying Ng (Self-Represented) Did not attend	Kevin224li@gmail.com lovelipeggy@gmail.com	852-7085-0280 Not Provided	Y N

Date Heard: February 20, 2026

Nature of Hearing (mark with an "X"): (Rule 59.02(2)(c)(iv))									
<input checked="" type="checkbox"/>	Motion	<input type="checkbox"/>	Appeal	<input type="checkbox"/>	Case Conference	<input type="checkbox"/>	Pre-Trial Conference	<input type="checkbox"/>	Application

Format of Hearing (mark with an "X"): (Rule 59.02(2)(c)(iv))							
<input type="checkbox"/>	In Writing	<input type="checkbox"/>	Telephone	<input checked="" type="checkbox"/>	Videoconference	<input type="checkbox"/>	In Person

If in person, indicate courthouse address:

Relief Requested: (Rule 59.02(2)(c)(v))

Disposition made at hearing or conference (operative terms ordered): *(Rule 59.02(2)(c)(vi))*

Costs: On a **N/A** indemnity basis, fixed at \$ _____ are payable
by _____ to _____ [when] _____

Brief Reasons, if any: *(Rule 59.02(2)(b))*

This matter came before me today as a summary judgment motion brought by the plaintiff for debts arising from two invoices for home renovations. As the action was brought under the Simplified Procedure, I questioned the appropriateness of dealing with this by way of summary judgment. It is also not clear from the record whether the judge who set the schedule for this motion in Civil Practice Court was made aware of the fact that the matter was brought under the Simplified Procedure.

Generally, summary judgment motions are discouraged in simplified procedure cases as there is no ability to cross-examine witnesses on motions: *Conrad.Refrigerated.Trucking.v.Iberica.Transport*, 2023 ONSC 5203 at para. 19. The Court of Appeal has held that summary judgment motions in simplified procedure matters may be brought, but only in exceptional cases where “entertaining the motion is consistent with the efficiency rationale reflected in the simplified procedures”: *Manthadi.v.ASCO.Manufacturing*, 2020 ONCA 485 at para. 35, quoting from *Combined.Air.Mechanical.Services.Inc.v.Flesch*?2011 ONCA 764, 108 O.R. (3d) 1, at para. 255, rev’d on other grounds, [2014 SCC 7](#), [2014] 1 S.C.R. 87.

In the specific circumstances of this case, having considered the evidence and heard submissions, and taking into account that the materials have been prepared and are before me, I am satisfied that it is efficient to deal with the matter now, rather than refer it to a trial. The case is straightforward, with a very limited evidentiary record filed only by the plaintiff. Only one defendant appeared and her failure to file responding evidence and her responses to questions posed by me did not, in my view, raise any genuine issue requiring a trial. As recognized in *Combined.Air* at para. 257, summary judgment can be given in a simplified procedure action where the case is “document-driven” or “there is limited contested evidence”, both of which apply here such that a fair and just determination can be made now.

Nevertheless, had the issue been raised at Civil Practice Court, in my view the summary judgment motion should not have been permitted to proceed, which is consistent with the approach judges of this Court take in simplified procedure matters not to permit summary judgment motions absent showing extraordinary circumstances.

Turning to the merits of the motion and action, in 2023 the plaintiff provided home renovation services to the defendants on two houses, one at 110 William Duncan Road (“William”), the other at 21 Bassett Street (“Bassett”). In August 2023, the plaintiff issued invoices to the defendants for each project - \$123,500 for William and \$84,800 for Bassett, for a total of \$208,300. There is no dispute that the defendants have paid \$90,000 to the plaintiff. The defendants admit they owe money to the plaintiff, but disagree over the full amount as they submit that there was an oral agreement between the parties that William would only cost \$100,000 and Bassett would cost \$60,500. Thus, the defendants agree that they owe \$70,500, but dispute the additional \$47,800 included in the invoices.

The only evidence filed on this motion comes from the plaintiff, which has attached the invoices and WeChat messages between the parties. Those messages show that the defendants did not dispute the invoices after they were issued. Rather, in December 2023, the plaintiff responded that “I’ll pay at a later date.”

The defendants, who are self-represented, have filed no sworn evidence on this motion. Mei Ying Ng has simply filed a statement that there was an agreement that “amounts were initially agreed upon” of \$100,000 for William and \$60,500 for Basset, just as stated in the statement of defence. She also says that the defendants have paid \$90,000, which is not disputed. Her submission also proposed a settlement and asked the court to consider “the defendants’ financial circumstances.”

The defendant, Mei Ying Ng, was present at the hearing of the motion. The other defendant, Pui Shan Li, aka Peggy Li, did not appear. Ms. Ng was accompanied by her son, Kevin Li, who acted as an interpreter and stated that he and his mother were also representing Ms. Li. When asked why she had not provided any evidence on the motion, Ms. Ng eventually stated that she was ill. When asked about why Ms. Li did not provide evidence or attend, I was told that she was a full-time mother with a baby. I note that the plaintiff’s motion record was served about 8 months prior to the hearing of the motion.

When I asked Ms. Ng about the amounts owing, she gave two responses. One was to say she did not agree with them because they included legal fees, and then she claimed not to have received them. Neither of those assertions are contained in the statement of defence prepared when the defendants had counsel, or in the statement filed on the motion. The assertions are also inconsistent with the evidence that the invoices were sent and received, and the invoices do not include any amount for legal fees.

The plaintiff has established its claims based on its invoices. The defendants have filed no evidence in support of a viable defence such that there is no genuine issue requiring a trial.

The plaintiff shall therefore be granted judgment as requested in the amount of \$118,300 against the defendants, with pre- and post-judgement interest in accordance with the Courts of Justice Act.

The plaintiff shall also be awarded costs on a partial indemnity scale fixed in the amount of \$10,000, inclusive of tax and disbursements.

Additional pages attached: Yes No

February 23

2026

Date of Endorsement (Rule 59.02(2)(c)(ii))



Signature of Judge