

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

FORM 66
(RULES 16-1(2))

H-250301

No. _____
Vancouver Registry

MAR 11 2025

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ALTA WEST MORTGAGE CORPORATION

Petitioner

AND:

JESSICA SERENITY SIMPSON and ALL TENANTS OR
OCCUPANTS OF THE SUBJECT PROPERTY

Respondents

PETITION TO THE COURT

ON NOTICE TO: the respondents

The address of the registry is: The Supreme Court of British Columbia
The Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

The petitioner estimates that the hearing of the petition will take 5 minutes.

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 petition, 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 the petition within the time for response.

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Time for response to petition

A response to petition must be filed and served on the petitioner,

- a) if you were served with the petition anywhere in 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, or
- d) if the time for response has been set by order of the court, within that time.

| | |
|-----|---|
| (1) | THE ADDRESS FOR SERVICE OF THE PETITIONER IS: Owen Bird Law Corporation PO Box 1 2900 – 733 Seymour Street Vancouver BC V6B 0S6 Fax number address for service (if any) of the petitioner: N/A E-mail address for service of the petitioner: sstephens@owenbird.com and lgrillandini@owenbird.com |
| (2) | THE NAME AND OFFICE ADDRESS OF THE PETITIONER’S LAWYER IS: Scott H. Stephens Owen Bird Law Corporation PO Box 1 2900 – 733 Seymour Street Vancouver, BC V6B 0S6 |

CLAIM OF THE PETITIONER

PART 1: ORDERS SOUGHT

1. A declaration that the mortgage and assignment of rents dated September 23, 2022 made between the respondent, Jessica Serenity Simpson, as mortgagor, and the petitioner, Alta West Mortgage Capital Corporation, as mortgagee, and registered in the Land Title Office, in the Province of British Columbia, on September 29, 2022 under nos. CB253734 and CB253735 respectively, and transferred under nos. CB1870929 and CB1870930 (collectively, the “**Mortgage**”), is a mortgage and assignment of rents charging the following lands:

Parcel Identifier: 028-039-505

STRATA LOT 33 SECTION 35 TOWNSHIP 8 NEW WESTMINSTER DISTRICT
STRATA PLAN BCS3591

TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

(the “**Lands**”)

to and in favour of the petitioner in priority to the interests therein or claims thereto of the respondents and their respective heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them.

2. A declaration that the respondent, Jessica Serenity Simpson, has made default under the Mortgage and, as a result, the full balance due and owing thereunder is now due and payable to the petitioner.

3. A declaration that the amount of money due and owing under the Mortgage and the amount of money required to redeem the Lands is the sum of \$318,552.88 as of February 28, 2025 plus per diem interest at the rate of \$109.79 from and including March 1, 2025 subject to increase based on compounding.

4. A declaration that the rate of interest chargeable pursuant to the Mortgage is 13.99% per annum, compounded monthly.

5. An order that the last date for redemption be the date that is one day after the date of pronouncement of any order made herein or, in the alternative, such other period of time as the petitioner may seek and this court may order.

6. An order granting the petitioner judgment against the respondent, Jessica Serenity Simpson, in the sum of \$318,552.88 as of February 28, 2025, plus per diem interest of \$109.79 from and including March 1, 2025, subject to increase based on compounding, together with the petitioner’s costs of this proceeding.

7. An order that the petitioner is awarded its costs of this proceeding on an indemnity basis in accordance with the terms of the Mortgage or, alternatively, on a party and party basis at Scale B, or such other scale as the petitioner may seek and this court may order, and that such costs form a part of the amount required to redeem the Lands.

8. An order that upon the respondents, or any of them, paying into Court to the credit of this proceeding at the Court Registry, Courthouse, 800 Smithe Street, Vancouver, British Columbia, or paying to the solicitor of record for the petitioner or, if no such solicitor exists then paying to the petitioner, the amount required to redeem the Lands as aforesaid, together with the costs of this proceeding on an indemnity basis or, alternatively, a party and party costs basis at Scale B, or such other scale as the petitioner may seek and this court may order, before pronouncement of either an order absolute of foreclosure or an order confirming the sale of the Lands, the petitioner shall reconvey the Lands free and clear of all encumbrances in favour of it or any person claiming by, through or under it and shall deliver up, upon oath if required, all deeds, titles and documents in its custody, possession or power relating thereto to the respondent so paying or to whom they shall appoint.

9. An order that if the Lands not be redeemed, then the petitioner shall be at liberty to apply for an order absolute of foreclosure and upon pronouncement of the order absolute of foreclosure the respondents and all persons claiming by, through or under them shall henceforth stand absolutely debarred and foreclosed of and from all right, title, interest and equity of redemption in and to the Lands and all monies paid under the Mortgage shall become the property of the petitioner free from any right of the respondents and that thereupon the petitioner shall recover vacant possession of the Lands.

10. An order appointing a receiver of the Lands and/or of the rents and mesne profits arising from the Lands.

11. An order for sale of the Lands subject to the approval of this honourable court and for the petitioner to have exclusive conduct of such sale.

12. An order that the petitioner may apply to this court for a further summary accounting of any amounts which become due to the petitioner for interest, taxes, arrears of taxes, insurance premiums, costs, charges, expenses or otherwise since the date of pronouncement of this order.

13. A certificate of pending litigation.

14. An order for any further relief that this honourable court may deem just.

PART 2: FACTUAL BASIS

1. The petitioner, Alta West Mortgage Capital Corporation, is an Alberta company with an address for service in this proceeding c/o 2900 – 733 Seymour Street, Vancouver, BC V6B 0S6.
2. The petitioner, as lender, and the respondent, Jessica Serenity Simpson, as borrower, entered into a mortgage loan commitment with an issuance date of September 16, 2022 (together, the “**Commitment**”). Pursuant to the terms of the Commitment, the parties entered into the Mortgage.
3. The respondent, Jessica Serenity Simpson, is the registered owners of the Lands, the mortgagor under the Mortgage, and the person entitled to the equity of redemption contained in the Mortgage.
4. The Mortgage is a first mortgage registered against the Lands in favour of the petitioner in priority to the interests therein or claims thereto of the respondents and their respective heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them.
5. Prior to maturity of the initial term of the loan, the parties entered into a renewal agreement dated June 23, 2023 (the “**Renewal Agreement**”). A further renewal was offered but not accepted. Upon maturity of the loan the petitioner exercised its option to extend for a six-month open term. The rate of interest chargeable under the Mortgage pursuant to Renewal Agreement is 13.99% per annum, compounded monthly.
6. The respondent, Jessica Serenity Simpson, is in default of the terms of the Commitment and the Mortgage, including by reason of failure to repay the indebtedness upon maturity of the loan and failure to pay property taxes on time or at all. The said respondent neglected or refused to pay the amount due despite demand and, as a result, the full balance due pursuant to the Mortgage is due and payable.
7. The sum due under the Mortgage was \$318,552.88 as of February 28, 2025. The said amount claimed does not include any penalty or bonus. The per diem interest due under the Mortgage was \$109.79 as of March 1, 2025.

8. The following sets out the holders of charges, nature of charges and registration numbers of the charges registered in the Land Title Office against the title of the Lands, all of which charges rank in priority behind the interest of the petitioner:

| RESPONDENT | NATURE OF INTEREST | REGISTRATION NUMBER |
|------------|--------------------|---------------------|
| N/A | | |

9. There are no other persons having a registered interest in the Lands with respect to which the petitioner claims its Mortgage has priority in these proceedings.

10. The petitioner has not entered into nor taken possession of the Lands.

PART 3: LEGAL BASIS

1. The petitioner relies on Rules 1-3, 10-2, 13-5, 14-1, 16-1, 21-7, and 22-1 of the Rules of the Court, the *Bankruptcy and Insolvency Act*, including s. 243, the *Law and Equity Act*, including s. 39, and the *Personal Property Security Act*. On the issue of costs, the petitioner relies on *Peace River Partnership v. Cardero Coal Ltd.*, 2023 BCCA 351 and *Blueshore Financial v. 1134038 B.C. Ltd.*, 2023 BCSC 2304.

PART 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of B. Shaw made March 5, 2025.
2. Such further and other materials as counsel may advise and the court may allow.

Date: March 11, 2025



Signature of lawyer for petitioner, Alta West
Mortgage Capital Corporation, Scott H. Stephens

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

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.

FORM 11
(RULES 4-5(2))

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

The petitioner claims the right to serve this petition on the respondent(s), or any of them, outside British Columbia on the grounds, *inter alia*, that the proceeding:

- (a) is brought to enforce, assert, declare or determine proprietary or possessory rights or a security interest in property in British Columbia that is immovable or movable property;
- (b) is brought to interpret, rectify, or enforce any deed, contract, or other instrument in relation to property in British Columbia that is immovable or movable property;
- (c) concerns contractual obligations, and the contractual obligations, to a substantial extent, were to be performed in British Columbia; and
- (d) concerns contractual obligations, and by its express terms, the contract is governed by the law of British Columbia.