

# FEBRUARY 2021, ISSUE



DEVRY SMITH FRANK *LLP*  
LAWYERS & MEDIATORS

WOITZIK POLSINELLI *LLP*  
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## Our locations

**Toronto:** 95 Barber Greene Road, Suite 100, Toronto, Ontario M3C 3E9  
**Barrie:** 85 Bayfield Street, Suite 300, Barrie, Ontario L4M 3A7  
**Whitby:** 209 Dundas Street East, Suite 401, Whitby, Ontario L1N 7H8  
**Whitby:** 619 Brock St S, Whitby, ON L1N 4L1  
**Bowmanville:** 29 Scugog Street, Bowmanville, Ontario L1C 3H7  
**Haliburton:** 83 Maple Avenue, Unit 8C, Haliburton, Ontario K0M 2B0  
**Innisfil:** 1000 Innisfil Beach Rd. Innisfil, Ontario L9S 2B5  
**Stouffville:** 20 Freel Lane, Unit 9 Second floor, Stouffville, Ontario L4A 8B9

## Devry Smith Frank *LLP* has merged with Woitzik Polsinelli *LLP*

Devry Smith Frank *LLP*, Lawyers & Mediators (“DSF”) is pleased to announce that we have recently merged with [Woitzik Polsinelli \*LLP\*, Lawyers & Mediators \(“WP Law”\)](#).

For many years, WP Law has been the top real estate law firm in Durham. It was initially founded by Mark Woitzik in 2000 who started his practice in his hometown in Whitby after being called to the bar (Ontario). The firm’s reputation grew as Mark was involved in numerous public presentations for buyers, sellers, realtors and mortgage brokers.

Nearly two decades later, WP Law continues to provide cost-effective legal services in the areas of commercial and residential real estate. WP Law is proud to also provide legal services in the areas of wills and estates and corporate and commercial law. It advises clients on a broad range of business law matters.

WP Law carries on services from an accessible location at 619 Brock Street, Whitby as well as a Stouffville location at 20 Freel Lane. Both locations are now added to our multi-location presence throughout Ontario in order to better serve our clients.

DSF will continue to build on WP Law’s strong legacy in the Durham region and together with DSF’s already sizeable presence in Durham and other areas, we will combine our practices to create a pre-eminent full-service law firm in all regions which can provide a full range of legal services including: real estate, corporate, commercial litigation, estates litigation, family, wills and estates, personal injury, immigration, insurance, employment and tax planning, among others.

Together we remain committed to offering ever better legal expertise and services to meet the needs and exceed the expectations of our valued clients in the Durham Region and beyond.

# EVENTS & SPONSORSHIPS

DSF was a proud sponsor of the Barrie Santa Tour organized by the Barrie Chamber of Commerce in support of the “Shop Local” initiative for small businesses in Barrie. This tour replaced the traditional Santa Claus parade due to the Covid-19 restrictions. Santa also visited our office in Barrie to encourage our staff to support Christmas Cheer Barrie and the Barrie Food Bank.



Marc Kemerer, a senior lawyer in DSF’s planning and development group, was recently the co-facilitator at the Ontario Bar Association Municipal Law Section Program “LPAT Think Tank”, engaging Tribunal Members and members of the Bar on the issues of navigating advocacy during the pandemic. Following that, Marc acted as the co-chair of the Ontario Bar Association Municipal Law Section Program titled “Professionalism in Municipal and Planning Law”.



Marc Kemerer  
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In 2020 on behalf of our clients, DSF made a donation to The Stop charity, a food bank whose mission is to strive to increase access to healthy food in a manner that maintains dignity, builds health and community and challenges inequality. This initiative helps keep us focused on helping our vulnerable members of society who are further impacted by the pandemic.



# NEWS AND UPDATES

## MOST RECENT SEMINARS

Marty Rabinovitch, an employment lawyer with DSF, hosted an informative online webinar on COVID-19 and how it’s affecting Human Resources and Employment

Note: We are in the process of organizing future webinars and we will be posting all upcoming events on our website



Marty Rabinovitch  
416-446-5826 | [marty.rabinovitch@devrylaw.ca](mailto:marty.rabinovitch@devrylaw.ca)

## RECENT NEWS AND EVENTS

Elisabeth Colson, the head of DSF's Corporate Law Group was featured in Geneva Group International's newsletter discussing viable alternatives to zoom meetings.



Elisabeth Colson  
416-446-5048 | elisabeth.colson@devrylaw.ca

Maya Krishnaratne, a lawyer in DSF's Immigration Law Group interviewed the Minister of Immigration, Refugees, and Citizenship on important developments in Canadian Immigration Law in the wake of the Covid-19 pandemic.



Maya Krishnaratne  
416-446-5841 | maya@devrylaw.ca

Amy Jephson, a lawyer in DSF's Family Law Group was featured in The Lawyer Daily's publication discussing a stepparent's child support obligations.



Amy E. Jephson  
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Asher Frankel, a lawyer in DSF's Immigration Law Group hosted a webinar on January 25th alongside GGI with Mohammed Syed Ai (Offit Kurman, Attorneys at Law, USA) discussing the Canadian and US responses to Covid19, which impacts global mobility into each country, and between the two countries.



Asher Frankel  
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Woitzik Polsinelli *LLP* won the top readers' choice award for 2020 in the area of real estate law for the Oshawa and Whitby regions.



## FAILURE TO CLOSE AN AGREEMENT OF PURCHASE AND SALE IN THE CONTEXT OF COVID-19



Stephanie Turnham

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The COVID-19 pandemic has led to noticeable changes in the real estate market in the GTA as well as to a general recession, according to [Statistics Canada](#). While detached houses and living space in the suburbs in general increased in value, smaller living spaces such as condominiums are in very low demand.

Purchasers who entered into an Agreement of Purchase and Sale (APS) may no longer be able to secure financing for the property. This may be due to the recession and/or the purchaser's loss of employment between signing the APS and the closing date. The consequences of a failure to close on an APS were previously addressed in detail [here](#).

### Consequences of failure to close

In brief, the consequences for the purchaser who fails to close are as follows: the purchaser will likely forfeit their deposit; the purchaser may also be liable for the difference in value between the purchase price agreed upon in the APS and the re-sale price the vendor can obtain, less the amount of the forfeited deposit; the purchaser furthermore can bear liability for the vendor's costs until the re-sale, for example, gas, hydro, taxes, etc. as well as interest and other consequential losses the vendor suffered if the vendor was relying on the money from the purchase to buy another property.

### Legal considerations

A change in the market conditions or loss of employment does not constitute a legally valid reason not to fulfill the obligations arising from the APS. Generally, there is no frustration of contract or force majeure at work.

### *Frustration*

A contract is frustrated when a supervening event has occurred after entering into the contract, without the fault of either party, which renders the performance of the contract substantially different than the parties had bargained for ([Bang v. Sebastian](#), 2018 ONSC 6226). The event must have been unforeseeable. The courts have held that parties to an APS know that market prices can go up and down. While the magnitude of the downturn may have been unexpected, that does not render it unforeseen. It also does not alter completely the nature of the APS ([Paradise Homes North West Inc. v. Sidhu](#), 2019 ONSC 1600).

### *Force Majeure*

In *Paradise*, the purchaser also argued the defence of [force majeure](#). The court did not assess the merits of this defence. In fact, this defence is rarely litigated. One reason is that there is no common law doctrine of force majeure. This defence can only be brought forward if the contract explicitly provides for it. Such a clause would often provide that the parties are relieved from their contractual obligations when an unexpected, external event has occurred that prevents the parties from performing their obligations.

### Recent Case Law

The recent Ontario case law concerning breach of an APS in the COVID-19 context does not address the defence of force majeure. Since there is no common law doctrine of force majeure and given its relatively low success rate in courts, frustration is predominately the defence of choice. However, frustration has not yet been found to relieve a party from the obligations of an APS due to the ongoing pandemic.

Two cases before the Superior Court of Justice are illustrative. In [\*FSC \(annex\) Limited Partnership v. Adi 64 Prince Arthur L.P.\*](#), 2020 ONSC 5055, a commercial real estate case concerning a condominium project in Toronto, the respondent argued that difficulties obtaining financing during the COVID-19 crisis frustrated the shotgun provision under which the respondent had previously elected to purchase the applicant's interest in the project. This argument failed. While this case is not a classic APS case, it still clearly demonstrates that the court is not easily persuaded that a recession justifies a finding of frustration. The court said: "If decreased liquidity was tantamount to frustration, it would mean that a large number of contracts for which parties required financing would be frustrated in every recession."

The second case relevant in this context is [\*Burrell v. Burrell\*](#), 2020 ONSC 3269. In this case, one of the selling spouses unilaterally decided to refuse to sign the closing documents for the former matrimonial home in the course of the divorce, calling upon the pandemic and the health risks the moving arrangements would involve. The court found that the spouse's argument would not render litigation successful with the purchasers of the house, implying that the APS would not be frustrated due to the pandemic's health risks. Therefore, the other spouse was permitted to sign the documents for both spouses, so that the obligations under the APS would be honoured.

### Lessons to be learned

The ideal course of action is to include a clause in the APS that makes the APS contingent on the purchaser's ability to obtain the necessary financing to close the transaction. In the reality of a competitive real estate market, this option will not always be available to the purchaser.

A second option, subject to the same flaw, is to include a *force majeure* clause in the APS. This needs to be individually negotiated because most real estate agents use the [\*Ontario Real Estate Association's\*](#) (OREA) standard APS form for residential transactions, which does not include a force majeure clause. Furthermore, the effects of COVID-19 are raising novel issues that have not yet been fully canvassed by courts, and whether such a clause would be successful in allowing a purchaser to pull out of an APS due to financing issues or other issues relating to COVID-19 would remain to be determined. As mentioned above, the precise language will be important when the buyer has to convince the court that performance was truly impossible and that COVID-19's impact on the real estate market was unforeseeable.

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## ESTATE FREEZE - WHAT IS IT? AND WHAT IT DOES?



Frank Shostack

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An estate freeze fixes the value of the asset that is frozen, such as shares of a corporation, in the hands of the owner until the time of death, allowing the freezer to calculate the expected tax liability that arises on death. In the usual course of business, the deceased will be deemed to have disposed of all capital assets immediately prior to death at their fair market value determined on that date. The tax, which is now imposed on one-half of the capital gain is based on the difference between the cost base of the relevant asset and its fair market value at the date of death. Without the estate freeze, the amount of the gain would be expected to increase over time.

A further benefit of an estate freeze is the accrual of the post-freeze growth in value in the hands of other persons, usually the owner's family. This makes the estate freeze an effective way of transferring value to the future generation, and hopefully, defer the tax that would accrue on the future growth to the time that the asset is sold by the persons who are to benefit from the future growth.

Under certain circumstances, the receiving family member may be able to claim the lifetime capital gains exemption, so that the tax-saving based on that exemption can be multiplied among several family members when the shares the family member receives in the course of the estate freeze transaction qualify as shares of a “qualified small business corporation”.

The estate freeze is also worth considering when the market is experiencing a low, as is the case during the ongoing Covid-19 pandemic. This would permit the owner/parent to fix the capital gain at a lower value, attracting less tax on death. A subsequent increase in value is passed on to the beneficiaries of the freeze. However, care needs to be taken that the value of the assets is not too low at the time of the freeze, as the current owner may wish to retain a reasonable amount of value. The balance that needs to be achieved will depend on the amount of the asset value to be frozen, the age of the freezor and a number of other factors that may be of importance to the person who is implementing the freeze. One size does not fit all.

## The Author

Frank’s practice covers a broad spectrum of general business law and taxation. Frank regularly counsels clients on transactions involving acquisitions, divestitures, mergers and joint ventures, the creation of tax structures to optimize consolidated tax burden on corporate groups, as well as corporate governance matters.

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# INDIGENOUS CONSULTATION AND THE AGGREGATE LICENSING PROCESS



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The duty to consult and to accommodate indigenous peoples can arise at any time in the aggregate licensing process. The failure to properly address the duty will not only cost time and money, but it will also damage relationships with indigenous communities, lead to a rejected licence application or the loss of an already-issued licence in circumstances in which the court finds that the duty has not been fulfilled ([Saugeen First Nation v Ontario \(MNR\)](#), 2017 ONSC 3456).

## *Its Source and Scope*

The duty to consult and to accommodate is part of the fundamental law of Canada, imposed by s.35 (1) the *Constitution*. It overrides federal as well as provincial law and affects private rights in the property, including land on which pits and quarries operate or on which they are intended to be operated.

The duty arises “when the Crown has the knowledge, real or constructive, of the potential existence of the aboriginal right or title and contemplates conduct that might adversely affect it.”<sup>[1]</sup> The threshold is relatively low; a credible claim suffices.

Once triggered, the scope of the duty is on a spectrum and depends on the nature and strength of the rights in question and the seriousness of the potential impact on them. On the low end, the duty may include notice to the affected communities and information about the pit or quarry in question. At the higher end, the communities could be part of the decision-making process.

## **What it means**

There is no duty to come to an agreement nor do indigenous communities have a veto. That said, the Crown must act honourably and consultation must be **meaningful**, not simply perfunctory.

Technically, the duty is not imposed on aggregate operators although, practically speaking, the Crown can delegate “procedural” aspects of it to others. In this respect, an operator may be required to deal directly with the relevant communities to notify them of the proposed project, provide them with information, fund some aspect of their participation in consultation, and modify the project to accommodate any concerns.

It is, however, the Crown, not the operator, which has the duty and must assess whether it has been fulfilled, subject, of course, to a constitutional review by a court, if challenged.

What happens if the consultation is insufficient? Everything can go wrong: a proposed project can be derailed, delayed, and, in some cases, effectively be stopped in its tracks. Dealing with it properly is, effectively, not only the right thing to do, but it is the cost of doing business.

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## **ADVANTAGE AND DISADVANTAGES OF ONTARIO’S MAIN BUSINESS STRUCTURES**



**Stephen Sforza**  
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One of the first considerations for an entrepreneur before commencing a business is selecting the appropriate type of business vehicle for the endeavour. This article outlines some of the advantages and disadvantages of the main business structures in Ontario: sole proprietorships, general partnerships, limited partnerships, limited liability partnerships and corporations. The most appropriate business vehicle for the individual will, however, always depend on the particular circumstances of the contemplated business.

### **Sole Proprietorship**

The main advantage of a sole proprietorship is the ease with which the business can be commenced and dissolved. The business is simply formed when one individual starts to carry on business, and it ceases to exist when such individual no longer engages in such business. Nothing more formal is required, except that, depending on the business, you may still need to apply for any required governmental permits or licences. A business name need not be registered if the owner is using his or her own name to conduct the business.

Furthermore, by virtue of being a sole proprietor, he or she has complete control over business decisions and is generally not accountable to others, other than by contract and tort exposure. The ease of operating the business as a sole proprietorship also means that there are usually only modest expenses to starting it up.

The key disadvantage of sole proprietorships is that there is no legal separation between the individual owner and the business. Therefore, the owner is fully liable for all the debts and obligations of his or her business, regardless of how carefully he or she segregates it from all other activities. Creditors of the business become creditors of the owner personally, leaving the owner’s personal assets exposed to claims by creditors. Securing proper insurance may help to mitigate some of the risks.

The owner will also need to declare all revenues and expenses of the business when filing his or her own

personal tax returns, which can be disadvantageous from a tax perspective if the business is very profitable (on the other hand, business losses could offset the owner's other income from employment or other investments, which can be tax-efficient).

There is also no continuity of the business if the sole proprietor passes away. The business dies with him or her and cannot be passed on.

## **General Partnership**

Like the sole proprietorship, a partnership is also simple and relatively inexpensive to form and operate. When two or more individuals or corporations conduct business together with a view to profit, they are typically considered to be operating as a partnership. There are few formalities required, and the partners can have great flexibility in designing the internal managerial structure of the partnership. The capital and resources required to start up the business can be divided among the partners involved. A well-drafted partnership agreement can also provide a useful blueprint for the partners of how to operate the partnership, how business decisions can be made, the respective rights and responsibilities of each partner, how to deal with profit and loss sharing, how to handle the departure of a partner from the business, and can help to limit disputes among the partners.

Similar to sole proprietorships, the partners in a partnership also have the ability to deduct losses from the partnership business against their income from other sources for tax purposes, which can be beneficial from a tax perspective.

Disadvantages of partnerships as compared to sole proprietorships include the compliance with registration requirements under the [Business Names Act](#) for partnerships and the obligation to give notice to creditors under the [Partnerships Act](#) if a partner retires. A disadvantage that a partnership shares with a sole proprietorship is the unlimited liability, given that there is no separate legal personality of the partnership. In the case of a partnership, this unlimited liability arises jointly, or jointly and severally for all debts of the partnership, even for those debts incurred by the other partner, since each partner can bind the partnership. Liability can, however, be limited by forming a partnership of two or more corporations, or by forming a limited partnership or limited liability partnership as described in the sections that follow.

It should also be noted that a partner may be a creditor or debtor or employee of his or her co-partners, but not of the partnership. In other words, a partner cannot be employed by his or her own firm. Furthermore, any fundamental change to the partnership (e.g., change in nature of the business, expulsion of a partner, variation of default rules) would require unanimous consent of the partners. This disadvantage can be overcome by careful drafting of a partnership agreement.

## **Limited Partnership**

A limited partnership allows for some partners (limited partners) to have limited liability with respect to the limited partnership. The limited partner's liability is limited to his or her investment in the limited partnership. The disadvantage from the perspective of the limited partner is that this limited liability status comes at a cost – the limited partner cannot have any managerial control of the partnership or in the direction of the business.

There must also be at least one general partner, who has the control and management of the limited partnership but is also liable for all the debts and obligations of the limited partnership. Such liability can be somewhat limited if the partners use a corporation to act as the general partner, but doing so may complicate the business structure and increase the overall costs.

Limited partnerships can also provide certain tax advantages and are relatively simple to form. Other than complying with the [Business Names Act](#), the only additional legal requirement is registering the limited partnership under the [Limited Partnerships Act](#).

## Limited Liability Partnership

The limited liability partnership shields a partner from liability for negligent or other wrongful acts of another partner, and it does not curtail the right to be an active partner in the business. It, too, provides certain tax advantages.

Nonetheless, the limited liability partnership is only available to certain regulated professions (e.g., doctors, lawyers), and it requires some effort and compliance with registration formalities.

## Corporation

The main advantage of a corporation is that it is a distinct legal entity, separate from its shareholders (i.e., owners), directors, and officers. It can sue and be sued in its own name, it can enter into contracts (even with its own shareholders), it can own property, and it provides for perpetual succession, which means that it can continue to exist notwithstanding any changes to its shareholders or directors. Perhaps most importantly, shareholders are not generally liable for debts or other obligations of the corporation. The corporation alone is liable for its debts and obligations and this liability is limited to the corporation's own assets (except for a few caveats, such as if the shareholder agreed to pledge its personal assets as collateral to a creditor of the corporation, personally guaranteed a loan given to the corporation, or if the corporation was formed for an improper or illicit purpose). In most cases, the shareholders only stand to lose the investments they made in the corporation.

Another significant advantage of operating your business through a corporation is the potential tax benefits. Not only is the business income that is kept in the corporation subject to the lower corporate tax rate (as compared to the individual tax rate), if the corporation's share structure is organized properly, there could also be income-splitting opportunities with lower-income spouses and adult children. The shareholders may also be able to take advantage of the lifetime capital gains exemption (around \$800,000) when they dispose of their qualifying small business shares of the corporation. Consulting with a corporate accountant is always highly recommended to determine if and how one could benefit from these tax advantages provided by a corporation.

There are, however, also some key disadvantages that should be considered before choosing to run your business by way of a corporation. For example, the incorporation process can be time-consuming, complex and costly. It involves making certain required government filings, conducting name searches to ensure the proposed corporate or trade name can be used and preparing many corporate documents to comply with corporate laws.

In addition to the work involved with incorporating, the maintenance of the corporation, too, is more demanding than in the case of the other business vehicles. The corporation's directors are required to hold meetings, elect officers, and provide shareholders with information. The shareholders must also hold at least an annual meeting to elect the directors, and deal with other formal corporate matters. These requirements, in the case of one-person and closely held corporations, have been greatly simplified by legislation, but still require the preparation of corporate documentation that must be maintained and recorded in the corporation's minute book, at least annually. An annual return and corporate tax return must also be filed by the corporation each year.

The creation, maintenance and dissolution/winding up of a corporation are all typically more costly than with other business vehicles, especially when you account for professional fees (e.g., legal and accounting).

Given all the above considerations when contemplating the right business structure, it is prudent that entrepreneurs involve an experienced business lawyer and accountant in the process.

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# WHY EVERYONE NEEDS A WILL



Vanessa Romanino

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The first important message is that you do not make a will for your immediate benefit, but for that of your loved ones. When you are deceased you will only figuratively turn in your grave when a family quarrel arises over what could have been spelled out by your will. Your family, on the other hand, may face very real struggles when left without any guidance as to your intentions.

There are of course laws in place that determine what happens to your belongings if you die intestate, that is, without a will. However, that does not mean that disagreements are pre-empted, or that your wishes are given effect. The following are just three examples of issues that can arise when an individual dies without a will.

## Executor appointment

If you die intestate, you forego the opportunity to appoint an executor. The executor is in charge of distributing your assets in accordance with your wishes expressed in your will. Instead, someone first needs to apply to the Ontario Superior Court of Justice to take on this role. This leads to a delay in the distribution of the deceased person's assets, along with increased legal costs. Under a will that properly appoints an executor, the executor has the power to take action immediately, and even where an application is required, the process is less complex.

Not everyone can be appointed the executor of a will. The law sets out an order of preference, ranking first the married spouse or conjugal partner who lived with the deceased immediately before death. Next are the children of the deceased, then the grandchildren, if no children have survived the deceased, and if no grandchild is alive, the great-grandchildren are next. It follows the father and mother of the deceased, but only if there are no descendants, and if the parents have predeceased the deceased person, their siblings are next in rank and so forth.

If a person having a prior right to be the executor does not want to take on this role, their consent is still required for a person lower in rank to be appointed the executor. If several persons are standing in the same degree of kinship and more than one is applying for the executor role, the court can select one of them at its discretion.

Appointing an executor in one's will circumvents many potential issues that can arise from a disagreement among family members who should be the executor of the will. If the deceased thought that it would be his or her business partner or life-long friend who is best suited for the role, there is little chance that this wish can be accommodated in the absence of a will nominating this person as the executor.

Another important consideration in the appointment of the executor is that this person will also manage any trust(s), and monies, for minor beneficiaries in the will.

## Succession Laws

If the deceased person dies intestate and was not married to their partner, this partner has no statutory entitlement with respect to the deceased's property. The [Succession Law Reform Act's](#) (SLRA) definition of 'spouse' only captures married spouses.

Under the SLRA, a married spouse is entitled to receive the entire estate, if there are no children. However, if there are children, the surviving spouse will receive a preferential share of \$200,000 of the deceased's assets, if he or she died intestate. The remainder of the estate, if any, will be distributed equally between the spouse and one child, and if there is more than one child, the spouse receives one-third of the remainder, and the children receive the rest in equal shares.

A common-law spouse, again, is not entitled to the preferential share, or in fact to any share of the deceased's assets upon death. This result may be quite the opposite of what the deceased person would have wanted.

## Disabilities protection – Henson trust

Another scenario where having a will in place is most important is that of a disabled dependant surviving the deceased. A will would often provide for a so-called Henson trust. A Henson trust is a discretionary trust designed to benefit a disabled individual in such a manner as to protect that disabled individual's entitlement to collect means-tested government benefits, such as benefits payable under the [Ontario Disability Support Program](#). The trustee will have full discretion over the allocation of income and capital to the disabled beneficiary.

Without a trust in place for the disabled, it would fall to the court to administer the deceased's assets for the benefit of the disabled individual. It may be in the interest of the deceased to have a say in who will take on this important responsibility, and not leave it to strangers. Also, if the gift is given outright to a disabled individual, this could disqualify him or her from collecting said government benefits.

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## FROM RECORD LOW TO RECORD HIGH – THE GTA REAL ESTATE MARKET IN 2020, AND WHAT 2021 MAY BRING



Paria Rad

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This past year brought many changes as Canadians learned to navigate the expected and unexpected effects of a global pandemic. We look back at 2020's GTA real estate market and share some insight into a year that was anything but predictable.

Following the lockdowns in early spring and despite a nearly 70% plunge in the Toronto real estate market in April of 2020, numbers managed to climb to a record high in the course of the second half of the year. By June, the market began to make up for the slow spring market, with the end of 2020 boasting sales that exceeded 2019 numbers by 8.4%, and the average selling price for all home types combined was up by 13.3% to \$955.615.

### Reasons

Most predictions concerning the Toronto real estate market of 2020 were mistaken. In April, the vast majority of real estate and investment experts anticipated a decline in both property sales and prices. It seemed likely that a drop in pricing and sales would stem from the stagnant demand for housing caused by historic job losses, collapsing equity markets, and stalled immigration.

However, low-interest rates and higher savings enabled many first-home buyers to seize the opportunity to enter the market when they had previously not been able to. According to [Statistics Canada](#), while Canadians saved 2-3 percent of their disposable income before the pandemic, that percentage increased to 28.2 percent in the second quarter of 2020. Furthermore, Canadians that generally fall into the home-buying category were least likely to suffer from job losses.

Additionally, the market's rapid recovery and success is partially due to the shared longing for more living space, which led to immense competition for certain property types. Staying at home, working from home, working out at home, and home-schooling put significant strain on those in small living spaces, driving many occupants to look for larger alternatives, often outside of the downtown area. At the same time, condominium units declined in popularity, with this sector of the Toronto real estate market falling by [6.7%](#).

### What 2021 May Bring

With the COVID-19 vaccine becoming widely distributed and with historically low-interest rates that are likely here to [stay](#), 2021 looks as though it will be a strong year for the Toronto real estate market. Potential home-buyers will

again be comfortable to attend viewings and sellers will allow people into their homes for open houses that have often been conducted virtually in the second half of 2020.

Moreover, the government is targeting high immigration numbers for 2021 and expects the return of both international students and non-permanent residents, which will bolster the housing demand in the post-pandemic GTA.

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## OUR FIRM IS GROWING



### **Ashley Almeida B.A., J.D.**

Ashley Almeida joined Woitzik Polsinelli *LLP*'s Real Estate Department as an associate lawyer in December 2020. She holds a Juris Doctor from Bond University and an undergraduate degree from McGill University. Ashley has been the recipient of exceptional client loyalty and is known for her client-focused service and outstanding legal guidance. While the core focus of her practice remains in real estate, Ashley assists the firm in each of its practice areas of wills and estates and corporate law.



### **Jonathan Dippolito B.A., J.D.**

Jonathan joined Woitzik Polsinelli *LLP*'s Real Estate Group in 2018. Jonathan centres his efforts on an array of real estate ventures, inclusive of acquisitions, refinances, estate matters, dispositions, pre-construction and newly built property matters.



### **Jason Lane B.B.A., J.D.**

Jason joined Woitzik Polsinelli *LLP* in 2018 as a summer law student and obtained his Juris Doctor degree from The University of Western Ontario in 2019. He is now an associate in our Family and Real Estate Groups and is primarily focused on the drafting, review and negotiation of legal documents as well as client advocacy in family matters.



### **Paria Rad B.A., J.D.**

Paria is a real estate lawyer at Woitzik Polsinelli *LLP*. Paria's focus is on all aspects of residential and commercial real estate law. With her extensive experience in newly constructed, resale and condominium properties in Ontario, Paria provides a detailed, yet client-centric approach to the review of your new builder/resale Agreements of Purchase and Sale and/or Status Certificates.



### **Vanessa Romanino B.A., J.D.**

Vanessa joined Woitzik Polsinelli *LLP*'s Wills and Power of Attorney group in 2016. Prior to joining the team, Vanessa practiced in the area of electronic discovery as a contract lawyer for many large firms in downtown Toronto. Vanessa maintains these skills in consistently advocating for our clients and their needs.



### **Stephen Sforza B.A., J.D.**

Stephen joined Woitzik Polsinelli *LLP* in 2019 as an associate in our Corporate/Commercial and Real Estate Groups. He holds a law degree from Osgoode Hall Law School and an undergraduate degree with honours from Queen's University, graduating magna cum laude.

# LOCATIONS



**Devry Smith Frank *LLP* - Toronto**  
95 Barber Greene Rd #100,  
North York, ON M3C 3E9



**Devry Smith Frank *LLP* - Barrie**  
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**Devry Smith Frank *LLP* - Whitby**  
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Whitby, ON L1N 7H8

**Devry Smith Frank *LLP* - Bowmanville**  
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Bowmanville, Ontario L1C 3H7

**Devry Smith Frank *LLP* - Haliburton**  
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Haliburton, Ontario K0M 2B0

**Devry Smith Frank *LLP* - Innisfil**  
1000 Innisfil Beach Rd.  
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**Woitzik Polsinelli *LLP* - Stouffville**  
20 Freel Lane, Unit 9 Second floor,  
Stouffville, Ontario L4A 8B9

**Woitzik Polsinelli *LLP* - Whitby**  
619 Brock St S,  
Whitby, ON L1N 4L1

# LETTER FROM OUR MANAGING PARTNER



Devry Smith Frank *LLP* (DSF) continues to be safely open to provide essential legal services to our clients in the midst of the lockdown and state of emergency imposed by the Province.

We are very pleased with our merger with Woitzik Polsinelli *LLP* (WP Law) and its successes so far. We are already growing WP Law, the top real estate law firm in Durham, into a dynamic full-service law firm. We look forward to continuing to build our reputation in the Durham Region as the go-to firm for all legal matters.

Additionally, our Planning and Development Law Group offers a broad range of services for clients in Toronto, Whitby and Barrie. It is led by David White, Marc Kemerer and Lawrence Hansen who have spent decades working and representing developers, aggregate operators, land owners, individuals, municipalities, and ratepayer groups on a variety of legal issues related to municipal law, zoning, land use planning, expropriation, heritage, and the extraction of sand, stone and gravel in Ontario. We are ranked by *Novae Res Urbis* as one of the top development law teams in the Greater Toronto Area and we actively support 'OSSGA'.

We would like to thank all our clients who have been a part of our journey this past year and look forward to welcoming our new clients in 2021.

A handwritten signature in black ink, appearing to read 'L. Keown', written over a light grey rectangular background.

**Larry Keown**  
**Managing Partner**  
[larry.keown@devrylaw.ca](mailto:larry.keown@devrylaw.ca) | (416) 446-5815

**Devry Smith Frank *LLP***  
**Lawyers & Mediators**