



DEVRY SMITH FRANK *LLP*
LAWYERS & MEDIATORS

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JUNE 2021, ISSUE 14

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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 Street South, Whitby, Ontario L1N 4L1
Bowmanville: 29 Scugog Street, Bowmanville, Ontario L1C 3H7
Haliburton: 83 Maple Avenue, Unit 8C, Haliburton, Ontario K0M 2B0
Innisfil: 1000 Innisfil Beach Road, Innisfil, Ontario L9S 2B5
Stouffville: 20 Freel Lane, Unit 9 Second floor, Stouffville, Ontario L4A 8B9

Devry Smith Frank *LLP* is growing!

We are pleased to announce that the Consumer Choice Awards (“CCA”) has awarded Woitzik Polsinelli *LLP* the title of “Durham’s BEST general practice law firm for 2021”. For over 30 years, CCA has been recognizing and promoting business excellence in Canada.

Our firm continues to grow as we have opened offices in:

- **Haliburton** at 83 Maple Avenue, Unit 8C, Ontario K0M 3B0;
- **Bowmanville** at 29 Scugog Street, Ontario L1C 3H7; and
- **Innisfil** at 1000 Innisfil Beach Rd, Ontario L9S 2B5.

DSF is Toronto’s largest law firm outside the downtown core, and with the addition of our new offices, we will continue to deliver exceptional advice, service and solutions to our ever-growing clientele.

We are also pleased to announce that Mr. John Menear, the founder of “The Divorce Centre” in Orillia has arranged to continue his practice with the Family Law Department of DSF’s Barrie office. The Divorce Centre has become one of the largest providers of divorce solutions in Central Ontario making it a focal point for people experiencing the challenge of separation and divorce.

Our extended presence helps us to offer a full spectrum of legal services both online and offline with lawyers practicing in all practice areas including: real estate, wills and estates, estate litigation, bankruptcy and insolvency, employment and labour, power of sale, condominium law, business and corporate law, municipal law/land use planning and development, family law and immigration law. With our current roster of over 60 lawyers and our law clerks, paralegals, legal assistants and administrators, we are confident that we can assist our clients with all of their legal needs, close to their homes.

EVENTS & SPONSORSHIPS

DSF sponsored the 'Barrie Business Awards Virtual Gala' event, hosted by the Barrie Chamber of Commerce in support of local businesses in Barrie.



NEWS AND UPDATES

MOST RECENT SEMINARS

Marty Rabinovitch, head of DSF's Employment Law Department, hosted the HR/ Employment webinar which addressed the impact of COVID-19 on employment law and how to navigate through the crisis from a legal perspective.



Marty Rabinovitch
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Woitzik Polsinelli *LLP* and DSF hosted a 'Lunch and Learn' webinar. Our legal team discussed COVID-19 and from a real estate law perspective, as well as other current issues in real estate law.



Woitzik Polsinelli *LLP*

Miriam Tepperman from our Insurance Defence Group hosted a webinar titled 'Insurance Primer in the COVID World'. Participants included DSF's George Frank, Michelle Cook and Cindy Leung. The webinar addressed a broad range of relevant topics.



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

RECENT NEWS AND EVENTS

Woitzik Polsinelli LLP was awarded as Durham region's BEST general practice law firm by Consumer Choice Awards for 2021.



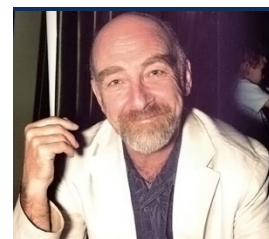
Consumer Choice Awards 2021

David S. White, Q.C. of our Municipal Law, Land Use and Planning and Development Group celebrated 50 years in the legal profession. He has acted as counsel on over 40 successful license applications, ranging from smaller projects for local contractors to larger projects for national and international clients.



David S. White
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John Menear, the founder of The Divorce Center in Orillia will continue his law practice with the Family Law Department of DSF's Barrie office. The Divorce Center is one of the largest providers of divorce solutions in central Ontario.



John Menear

BLOGS

NEW PROCESS FOR ADMINISTERING SMALL ESTATES IN ONTARIO



Esther Abecassis

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Following an announcement by the provincial government this past February, on April 1, 2021 Ontario's new procedure to administer small estates came into effect. The new procedures, which are designed to ease the administration process on "Small Estates" are welcomed and should facilitate a cost effective and timely probate on modest estates.

Under *The Smarter and Stronger Justice Act*,^[1] amendments were made to *The Estates Act*^[2], one of which was the introduction of the "Small Estate." A Small Estate is an estate with a value of \$150,000 or less. The new and simpler procedures for Small Estate administration include the following:

- Completing the new and simpler application forms;^[3]
- In some instances, removing the requirement of the applicant to provide certain supporting documents (such as an affidavit of service for the notice of application); and
- In most circumstances, removing the requirement to post a bond.^[4]
- Estate administration tax is still payable on Small Estates. As with all estates, the first \$50,000 is exempt from estate administration tax, and the remainder is taxed at approximately 1.5% of the value of the estate as of the date of death. Once probate has been issued, estate trustees are required to file the Estate Information Return with the Ministry of Finance within 180 days of the issuance of probate.

Regardless of the amount of money held in an account, banks and other financial institutions often cannot take instructions from an estate trustee unless probate has been granted. By easing the administration requirements on Small Estates, the hope is that less people will leave these estates unsettled due to the burdens and costs associated with probate.

^[1] *Smarter and Stronger Justice Act*, 2020, S.O. 2020, c. 11 – Bill 161.

^[2] *Estates Act*, R.S.O. 1990, c. E.21.

^[3] the following new forms have been introduced pursuant to the Rules of Civil Procedure (R.R.O. 1990, Reg. 194: Rules of Civil Procedure under Courts of Justice Act, R.S.O. 1990, c. C.43) Form 74.1A – Application for a Small Estate Certificate (the "Application"); Form 74.1B – Request to File an Application for a Small Estate Certificate or an Amended Estate Certificate; Form 74.1C – Small Estate Certificate (the "Certificate"); Form 74.1D – Registrar's Notice to Applicant in an Application for a Small Estate Certificate or Amended Small Estate Certificate; Form 74.1E – Application to Amend Small Estate Certificate; and Form 74.1F – Amended Small Estate Certificate (the "Amended Certificate")

^[4] New section 36(3) of the *Estates Act* provides that "subject to section 6, a bond shall not be required in respect of a small estate, unless, (a) a beneficiary of the estate is a minor; or (b) a beneficiary of the estate is incapable within the meaning of section 6 of the *Substitute Decisions Act*, 1992 in respect of an issue in the proceeding, whether or not the person has a guardian."

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HOW TO PREPARE FOR CHANGES IN A SHAREHOLDER'S LIFE CIRCUMSTANCES: BUY-OUT CLAUSES



Elisabeth Colson
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A shareholders' agreement often includes the framework within which the business relationship will be governed. It can also provide mechanisms to address the dissolution of that relationship. This entry complements our previous blog on provisions by which shareholders or the corporation, can force a share transfer.

Disability, Death, or Insolvency of a Shareholder

An individual shareholder's demise, insolvency or general inability to carry out his or her duties can be challenging for the remaining business partners.

A shareholders' agreement can provide that the remaining shareholders, or the corporation itself, are obliged to purchase the shares previously held by the affected shareholder or by his or her estate, and can set out the payment terms for the transaction. It can also include life insurance provisions, pursuant to which the insurance proceeds can be applied to payment of the purchase price.

Valuation Mechanism

Shareholders' agreements will typically provide a mechanism by which to determine the fair market value of the shares at a given point in time. Provisions of this type can help avoid disputes as to value and as such are particularly helpful should the business relationship become less than amicable.

Transfer Restrictions

The shareholders' agreement can restrict individuals or legal persons to whom or to which a shareholder may transfer his, her or its shares. Provisions of this nature help ensure that the remaining shareholders have a means by which to control those with whom or with which they are business partners.

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HOW TO DEAL WITH AN EMERGENCY PARENTING MOTION DURING COVID-19



Andreina Minicozzi
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This blog is co-written by our former articling student, Janet Son.

Co-parenting with your ex-partner is difficult even in normal times. Now trying to co-parent amidst a pandemic with ever-changing safety guidelines is even more challenging. The courts are closed until at least [July 6, 2020](#), and only hearing urgent matters. Despite this, there has been a flood of [COVID-19 era decisions](#) on parenting arrangements.

[Ribeiro v. Wright](#) by Justice Pazaratz set out the principles on how parents should be approaching access orders during COVID-19:

- The presumption is that all existing parenting orders should be complied with subject to modifications that may be necessary to ensure that COVID-19 precautions are adhered to (para 7)
- A blanket policy that children should never leave their primary residence to visit their other parent is inconsistent with a comprehensive analysis of the best interests of the child (para 10)
- A custodial or access parent may need to forgo their parenting time temporarily if they are subject to

specific personal restrictions such as self-isolation for 14 days due to travel, sickness or exposure to illness (para 12)

- A parent's personal risk factors such as employment as an essential worker may require controls and precautions before direct contact with their child can take place (para 13)
- Finally, reckless behaviour such as failing to comply with social distancing measures may raise concerns about parental judgment in which parent-child contact may be reconsidered (para 14)

If you are considering bringing an emergency parenting motion or you have been served with one, Justice Pazaratz outlined a number of requirements (para 21):

- The parent bringing the motion must bring specific evidence or examples of behaviour or plans by the other parent that are inconsistent with COVID-19 safety protocols
- The parent responding must provide specific and absolute reassurances that COVID-19 safety measures are being followed
- Both parents must bring specific and realistic time-sharing proposals that are child-centred
- Judges will take judicial notice that many public facilities are closed and so parents should take this opportunity to spend time with their children at home

Here are some cases where judges applied or distinguished [*Ribeiro v. Wright*](#):

WHEN YOUR CHILD IS IMMUNOCOMPROMISED

In [*Trudeau v. Auger*](#), an emergency motion was brought by the mother to temporarily suspend in-person access with the father as the child was immunocompromised. In this case, Justice Kwolek ordered the father to take the following precautions: disinfect frequently touched items such as doorknobs, maintain social distancing, stay at home except for necessary trips to the grocery store or pharmacy, allow no one else to enter the home, do not take the child to any public locations, wear a mask and stand at least 2 meters away when together (para 52).

Justice Kwolek also outlined circumstances that may justify a suspension of access in the future:

- Evidence of a parent's disregard for the safety of their child
- Specific medical evidence regarding the child that access would place them at significant risk of COVID-19
- Specific evidence that shows increased risk due to travelling between households in your particular community
- If a parent becomes ill, access will be temporarily suspended
- If a more restrictive order is made by the government to restrict movement even further, existing parenting schedules should be re-visited (para 59)

WHEN SOMEONE IN YOUR HOUSEHOLD IS A FRONTLINE WORKER

In [*Blaskavitch v. Smith*](#), the mother brought an emergency motion as the father's partner is a personal support worker at a long-term care facility (para 18). The father set out in great detail the protocols in place at the facility his partner works at and the precautions they are taking within their home. They also confirmed that there have been no cases of COVID-19 at the facility (para 43).

As a result, Justice Trousdale found that the father and his partner were taking all reasonable precautions and there was no evidence that his partner was not complying with work protocols. There was no cause for a temporary change in the residence of the child during COVID-19 (para 44). Though the motion was dismissed on a without prejudice basis, Justice Trousdale expected each parent to inform the other immediately if any person in their household tests positive or presents symptoms of COVID-19 so that temporary changes to access can be made.

Key Takeaway: Avoid the temptation to use this situation as an opportunity to change the parenting status quo, unless you can provide concrete evidence specific to your child that they will be in danger from the existing parenting order. There are only narrow circumstances in which the court will vary an order in order to maintain as much consistency and normalcy for your children during this very distressing time.

If you have been served with a motion, rally as much evidence to show that you are taking all precautions at your workplace and at home to protect your children from COVID-19. To conclude, court resources are currently scarce and the judiciary is urging parents to cooperate as much as possible and avoid litigation except only for the most serious cases.

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FRAUD AGAINST THE ELDERLY VIA CONTINUING POWER OF ATTORNEY FOR PROPERTY



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When people get older and their mental capacity dwindles, it can be a great relief to have someone else look after one's financial affairs. There often comes a time in our lives when it becomes difficult to keep track of bills and payments and to keep the necessary overview required to make financial decisions. A trusted relative or friend may be willing and able to help when such tasks become more and more cumbersome. A continuing power of attorney for property is an excellent tool that permits the 'grantor' to grant a power of attorney (POA in the following) to a person of their choice who will remain in charge of the grantor's property even in the event the grantor becomes mentally incapable. That is why it is called a continuing power of attorney.

Scope

With great power comes great responsibility and on the flip side great risk of abuse. The more encompassing the POA, the more vulnerable the elderly. [S. 7\(2\) of the Substitute Decision Act \(SDA\)](#) provides that a grantor may authorize the attorney to do anything in respect of property that the grantor, if capable, could do, except make a will. The grantor may also decide to limit the scope of authority to mitigate some of the risks that come with granting a POA. For example, the attorney may only be entitled to deal with certain assets, or the commencement of the power may be postponed to a specific time or event, i.e. when the grantor becomes mentally incapable. Such limitations would need to be clearly written into the POA.

The POA loses its effect of entitling the attorney to act on the grantor's behalf in property matters once the grantor dies.

Legal Requirements

According to s. 8 of the SDA, the grantor is capable of giving a continuing POA if the grantor

- knows what kind of property the grantor has and its approximate value;
- is aware of obligations owed to the grantor's dependants;
- knows that the attorney will be able to do on the grantor's behalf anything in respect of property that the grantor could do if capable, except make a will, subject to the conditions and restrictions set out in the power of attorney;
- knows that the attorney must account for the attorney's dealings with the grantor's property;
- knows that the grantor may, if capable, revoke the continuing power of attorney;

- appreciates that unless the attorney manages the property prudently, its value may decline; and
- appreciates the possibility that the attorney could misuse the authority given.

Fraudulent Schemes

A relative, an alleged friend, or even a stranger may defraud the elderly victim by having them sign a POA by misrepresenting its content or scope to them. Such a POA does not meet the above-mentioned requirements and is void. Yet, third parties may rely on the signed POA nevertheless and conduct business with the fraudster. While such transactions are void and legally the sold asset is recoverable, there might be insurmountable practical hurdles to recovery. The asset may simply have disappeared by the time the fraud is discovered. If the asset is a piece of land, there are certain statutory protections against a title transfer by a fraudster. However, if a good faith purchaser who bought the land from the fraudster resells the land and title is registered for the benefit of the next purchaser, the title of the original owner is extinguished.

There even remains a risk of abuse after the grantor has died because third parties with whom the attorney conducts business purportedly on behalf of the deceased grantor may not know of the grantor's death. They may again reasonably rely on the POA presented to them by the attorney. This risk is at this stage of course a risk for the estate of the deceased grantor.

These extreme examples are criminal matters, as they are in clear violation of [s. 331 of the Criminal Code](#) 'Theft by person holding power of attorney'.

Another scheme can be conducted with a perfectly valid POA. The attorney may decide not to act solely in the interest of the grantor, as he or she is obliged to do under the SDA. For example, the attorney has the power to make gifts and loans to the grantor's friends. This is deemed to be in the interest of the grantor by the SDA. A limit imposed on such gifts is the unduly depletion of the grantor's property to a degree where it does not suffice to satisfy the support and care of the grantor. Obviously, where this line must be drawn is quite debatable and the attorney has significant leeway under the law. A further restriction to the attorney's power lies in the fact that, if challenged, the attorney must prove that he or she had reason to believe, based on the intentions of the grantor expressed before becoming incapable, that the grantor would have made the gift as well.

The reality is those elderly people who do not have the mental capacity to look after their own assets are also not in the position to challenge the abuse of a power of attorney. They are helpless and rely on better friends or kinder relatives to look after their interests.

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DOMESTIC CONTRACTS - INDEPENDENT LEGAL ADVICE AND FINANCIAL DISCLOSURE



Jason Lane

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Whether you are entering into a Marriage Contract (often colloquially called a prenup), or a Separation Agreement, it is absolutely necessary that both spouses provide complete financial disclosure in order for the agreement to be valid and enforceable.

Marriage Contract

A Marriage Contract is an agreement between the spouses that lists all of their assets and debts and that determines the respective property rights in case of a divorce. Given that the purpose is to exhaustively deal with all property-related matters between the spouses, full disclosure of all financial matters is a logical

prerequisite for this kind of contract.

Both parties need to agree to the arrangements made. The agreement the parties are expressing by signing the Marriage Contract is not valid if it is not based on a fully informed decision. The agreement can only be fully informed upon complete financial disclosure.

Without informed agreement the Marriage Contract is not valid and can be set aside by the court, in accordance with s. 54(4)(a) of the [Family Law Act](#).

Setting aside domestic contract

- (4) A court may, on application, set aside a domestic contract or a provision in it,
 - (a) if a party failed to disclose to the other significant assets, or significant debts or other liabilities, existing when the domestic contract was made;
 - (b) if a party did not understand the nature or consequences of the domestic contract; or
 - (c) otherwise in accordance with the law of contract.

Separation Agreement

All of the above is equally true for Separation Agreements. This is quite obviously so when spousal or child support issued are negotiated between the parties, as these support payments depend on the income of the spouses. However, even when the parties agree on everything and do not wish to claim support from each other, full financial disclosure is an absolute necessity. Since this can be a tedious and time-consuming process, couples may be tempted to skip this step in order to get the separation over with. After all, it is a draining process as it is, without having to attend to listing each and every bit of one's possessions and debts. Still, the decision whether waiving support payments is a good idea can only be made if full financial disclosure is provided.

Independent Legal Advice

Furthermore, both spouses have to obtain independent legal advice (ILA) before entering into the Marriage Contract or Separation Agreement. ILA is not a requirement prescribed by the law. However, it is a recognized way of demonstrating that the party entering into the agreement understood its nature and consequences, without which the agreement can again be set aside, according to section 56(4)(b), above. The courts are going to consider whether a party had obtained ILA before entering into the agreement as evidence that they knew what they were signing.

When ILA is obtained, the lawyer will not only review the agreement itself but also the financial disclosure that forms the basis of the agreement. Proper ILA can only be given on the provided disclosure. If financial disclosure is incomplete, the lawyer providing ILA cannot appropriately consider all pertinent matters. The advice may well be different if additional debt or additional assets were disclosed. Without ILA given in consideration of all financial matters, a spouse can argue that they did not understand the nature or consequences of the domestic contract, because the nature and consequences were not properly disclosed to them and their lawyer. The agreement will be vulnerable to an attack on these grounds. Again, this holds true for Separation Agreements in which both spouses agree to mutually waive all support payments because the ILA regarding whether such waiver is advisable can only be made once it is known whether and to what degree support claims would exist, which depends on the financial situation of both partners.

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REAL ESTATE TRANSACTIONS DURING THE TIME OF COVID-19



Ashley Almeida
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A lot has changed in the world since the COVID-19 pandemic began just over one year ago. The real estate industry has been no exception. We have seen clarifications by the courts respecting the impact the pandemic has on contractual obligations in real estate transactions. These decisions have resulted in parties seeking practical solutions in the face of pandemic-related issues in a transaction. As real estate lawyers, we have also had to adapt how we conduct our practice in order to continue to provide quality legal service in our real estate transactions.

COVID-19 Not an Excuse to Fail to Close a Transaction

The standard Ontario Real Estate Association Agreement of Purchase and Sale ("the Agreement") does not include a provision addressing the pandemic as an

event, that is, in itself substantial enough to enable either party to walk away from their contractual obligations. Without specific language in the Agreement, parties have had to turn to case law.

Since the pandemic began, case law has emerged demonstrating that the courts will not accept COVID-19 as an excuse to avoid closing a real estate transaction. In *Burrell v Burrell*, 2020 ONSC 3269, a seller signed an Agreement of Purchase and Sale in early 2020 before the pandemic began. The Ontario Superior Court of Justice refused to allow the seller to terminate the Agreement of Purchase and Sale, despite the seller's argument that it would be difficult, and possibly even unsafe, to move during the pandemic. For a claim of frustration of contract to succeed, the bar has been set very high. In [*Naylor Group Inc. v Ellis-Don Construction Inc.*, 2001 SCC 58](#), the Supreme Court of Canada held that to successfully claim frustration of contract there must be an unforeseen event that renders meeting obligations under the contract impossible. At this time, it would be difficult to argue that COVID-19 related risks are unforeseen or render the person incapable of complying with one's obligations under the contract.

Buyers and Sellers Should Act Reasonably

Despite the complications that COVID-19 may add to completing a real estate transaction, buyers and sellers must continue to fulfill their obligations under an Agreement of Purchase and Sale. Real estate remains an essential service and therefore services ancillary to real estates, such as home inspections, continue to operate. If an Agreement of Purchase and Sale allows for a home inspection or final walkthrough by the buyers, sellers are obliged to allow for the same and the pandemic in and of itself would not be an excuse to breach the contract. The parties should act reasonably with each other and look toward solutions to reduce COVID-19 related risks while continuing to meet their contractual obligations. For example, a final walk-through could be conducted with all persons entering the home wearing face coverings and gloves and, in some cases, virtual final walkthroughs may be appropriate and necessary.

How Our Operations Have Changed:

When it comes time to close the transaction, our operations have adapted to reflect the following changes:

1. Virtual Signing of Documents

Although our offices remain open, drop-ins and in-person appointments are discouraged. Meetings to sign closing documents can now be conducted via videoconferencing systems, and it is also possible to sign closing documents through electronic systems such as DocuSign, in certain circumstances.

2. Wire Transfer of Funds

Funds are now transferred electronically rather than via cheque delivery. Our firm has been added as a

payee at most banks so that our clients may electronically transfer funds to our trust account. We have also transitioned to using wire transfers when sending closing funds to the sellers and to our seller clients.

3. Keys left in lockboxes

Gone are the days when the seller's lawyer would deliver or courier keys to the buyer's lawyer. To reduce points of contact, sellers or their realtors now leave keys in a lockbox on the property. Once the transfer has been registered, the buyers are provided with the lockbox code to access the property, and no longer need to travel to the lawyer's office to retrieve their keys.

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OUR FIRM IS GROWING



Alida A. Brydon B.A., LL.B

Alida Brydon joined DSF as an associate lawyer in our Commercial Litigation and Estate Litigation groups in Whitby. Alida graduated with an Honours Bachelor of Arts degree with Distinction from the University of Toronto in 2002 and a Bachelor of Laws from the University of Western Ontario in 2006. She was called to the Bar in 2007. Her practice areas include commercial general liability, property damage, product liability, motor vehicle accident, occupiers' liability and personal injury claims, coverage issues and subrogation.



Corrine V. Joseph B.A., J.D.

Corrine V. Joseph joined DSF as an associate lawyer in our Real Estate Department. She graduated Magna Cum Laude with a B.A. from the University of Ottawa and holds her JD from the same University. She was called to the Bar in 2017. Corrine previously worked as a sole practitioner in Toronto, managing a high volume of real estate transactions including real estate purchases, sales, and mortgages.



Timothy Gindi J.D. (CAN.) / J.D. (U.S.)

Timothy Gindi joined DSF as an associate lawyer in our Commercial Litigation, Employment law and Personal injury groups in May 2021. He graduated from the University of Windsor and University of Detroit Mercy with a J.D. from Canada and a J.D. from the United States. Soon after, Timothy was called to the Bar in 2014. Timothy has appeared before all levels of court in Ontario, he has also represented clients before the Financial Services Commission of Ontario, the Human Rights Tribunal, etc.



Sarah Robus B.Soc.Sc (Hons), J.D.

Sarah Robus joined DSF in 2021 as an associate lawyer in our Family Law group in Barrie. She studied at the University of Ottawa where she obtained an Honours Bachelor of Social Sciences with Specialization in Criminology and thereafter completed her J.D. at the University of Ottawa Faculty of Law. She was called to the Ontario Bar in 2019. Sarah is settlement-focused and her honest and approachable manner places clients at ease.



Marcia Smith B.A., LL.B., J.D.

Marcia Smith joined DSF as an associate lawyer in our Collections and Mortgage Recovery groups in June 2021. She graduated with a B.A. from Carleton University and earned her LL.B. from the University of Wolverhampton (UK) along with a Canadian Accreditation from the University of New Brunswick and Osgoode Hall Law School. She was called to the Bar in 2017. She has expertise in many areas of general litigation acting for clients in matters involving contract disputes, commercial leasing and more.

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LETTER FROM OUR MANAGING PARTNER



Devry Smith Frank *LLP*'s expansion to parts of central Ontario allows us to meet the pressing legal needs of clients in areas such as: Haliburton, Bowmanville, Stouffville, Innisfil and their neighbours. Also, the use of virtual tools means that we can meet clients in the comfort of their own home (screen), thus continuing to provide legal services amidst the provincial lockdown.

DSF is pleased to welcome new lawyers joining our Whitby location:

Corrine Joseph and Alida Brydon. Corrine brings years of experience in the area of real estate law with a focus on residential properties. Alida adds experience to our litigation team with over a decade of experience in commercial/general liability, property damage, product liability, subrogation and more.

Our Barrie location is excited to welcome Sarah Robus who will be joining our growing Family law department in Barrie to advocate on all matters related to family law.

We are also pleased to welcome two new lawyers to our Toronto location: Timothy Gindi and Marcia Smith. Timothy brings years of litigation experience in employment law, commercial litigation, property damage, and personal injury. Marcia worked for years as a Prosecutor for the City of Toronto at the Ontario Court of Justice and then at the Department of Justice Canada dealing extensively with Civil litigation.

We also wish to celebrate David S. White from our Municipal Law, Land Use and Planning and Development Group, as he completes 50 years in the legal profession. David's expertise in the field has allowed him to act as counsel on over 40 successful license applications, ranging from smaller projects for local contractors to larger projects for national and international clients.

The Family Law Group in our Barrie office will become the new home for the Divorce Centre founded by Mr. John Menear. The Divorce Centre has been a prominent source of divorce solutions in Orillia for over a decade and DSF is proud to be associated with John's practice as we welcome new incoming clients. Our Barrie office is also home to our growing Wills and Estates Department, the legal team of which has extensive experience in: developing estate plans and business succession plans, drafting wills and trusts and working with executors, administrators, trustees, guardians and attorneys for property management. We also provide estate litigation and capacity advice and guidance to our clientele when matters become contentious.

DSF looks forward to assisting our new and returning clients with their legal needs. Please stay safe and secure.

A stylized, handwritten signature in dark ink, appearing to read 'L. Keown'.

Larry Keown

Managing Partner

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Devry Smith Frank *LLP*
Lawyers & Mediators