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Practice in Mortgage Remedies in Ontario (Fifth Edition)

Marriott and Dunn

Release No. 3, July 2026

Marriott and Dunn: Practice in Mortgage Remedies in Ontario, 5th Edition, provides the most comprehensive step-by-step review of the procedures governing foreclosure, judicial sale, and power of sale in Ontario. Fifteen chapters provide the busy practitioner with a ready reference to every aspect of the power of sale remedy with the most comprehensive case law review of the process in Ontario. The notice of sale itself, including parties to be served and the service requirements, sale without notice, the right to redeem, injunctive relief, the marketing process, the mortgagee's duties in conducting the sale, the registration process, accounting for the sale proceedings and costs receive chapter-by-chapter coverage.

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This release features updates to the case law and commentary in Chapters 1 Preliminary Considerations, 6 Originating Process, Pleadings and Defences, 25 Exercising the Power of Sale, 26 Notice of Sale, 32 Injunctive and Other Relief, and 44 Interest.

HIGHLIGHTS

- **FORECLOSURE — PRELIMINARY CONSIDERATIONS — LIMITATIONS UNDER THE REAL PROPERTY LIMITATIONS ACT — ACKNOWLEDGEMENTS OF DEBT AND/OR PARTIAL PAYMENT —** In *Cedar Village Holdings Inc. v. Beadle Enterprises Inc.*, 2026 BCSC 267, 2026 CarswellBC 502 (B.C. S.C.), the court found that the applicable limitation period was restarted multiple times for different reasons. The first was an agreement to extend the payment due date. The mortgagor was a corporation and one of the directors of the corporate mortgagor failed to sign an agreement extending the deadline for payment under the mortgage. The extending agreement included a schedule with payment terms which stated that the mortgagors were to pay the "Principal Amount together with all accrued interest to December 31, 2011". The corporate director who did not sign the agreement, had signed this schedule. The court found that this suggested that the December 31, 2011 payment due date was in the contemplation of the relevant parties at the relevant time. The court therefore found that the agreement varied the balance due date of the mortgage by extending it to December 31, 2011. The court also held that, even if not correct, the agreement was a written acknowledgment by the mortgagors of the debt owing under the second mortgage which restarted the six-year limitation period as of the agreement date. The second extension of the limitation period occurred when the parties registered the mortgage on title to charge additional lots that had been created through the subdivision of the original property. This further restarted the limitation period as of April 26, 2012. Finally, the court held that the limitation period was restarted on March 1, 2013 by a letter from the mortgagor's solicitor to the mortgagee acknowledging the debt.
- **POWER OF SALE — NOTICE OF SALE — STATEMENT OF AMOUNTS DUE UNDER THE MORTGAGE —** In *Med Group Ontario Inc. v. Owemanco Mortgage Holding Corp.*, 2026 ONSC 703, 2026 CarswellOnt 1904 (Ont. S.C.J.), the lender did not assert a claim to three months' interest under section 17 of the *Mortgages Act* when it delivered its mortgage payout statement and ultimately accepted payment and discharged its mortgage. The court held that section 17 of the *Mortgages Act* has no application to payment made in response to enforcement of security by the mortgagee and further, given that the mortgagee had accepted payment and discharged the mortgage without requiring prepayment costs, there is nothing in s. 17 that creates a free-standing claim that survives the discharge of the mortgage at all events.