

COVID-19: IMPACT OF SUSPENDED LIMITATION PERIODS ON ONTARIO CONSTRUCTION PROJECTS



WEBINAR: MON. APRIL 6, 2020

12 NOON – 1:00 P.M. EDT



LEGAL DISCLAIMER

- The presentation today is not intended as legal advice.
- Because this is a high level overview, it is impossible to cover all relevant details, and your available rights and remedies will depend on the unique facts of each situation, your applicable contract or subcontract, or the nature of your project.
- For specific advice, please contact your qualified legal counsel before making any decisions or taking any action. This is of particular importance as every province and territory has its own legal regime.
- As you know, the situation is extremely fluid and is changing on a daily basis. As things evolve, your best course of action could also evolve. Please follow up to date and reliable sources for your information.

Gowling WLG COVID-19 Resource Centre

<https://gowlingwlg.com/en/topics/covid-19-how-will-coronavirus-impact-your-business/overview/>

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SUSPENSION OF LIMITATION PERIODS AND IMPACTS ON PRESERVATION & PERFECTION OF CONSTRUCTION LIENS

SAHIL SHOOR

DECLARATION OF EMERGENCY - MARCH 20, 2020

O-Reg. 73/20 made under the ss.7.1(2) of the
Emergency Management and Civil Protection Act

- Orders as follows:
 1. Any provision of any statute, regulation, rule, by-law or order of the Government of Ontario **establishing any limitation period** shall be suspended for the duration of the emergency, and the suspension shall be retroactive to Monday, March 16, 2020.
 2. Any provision of any statute, regulation, rule, by-law or order of the Government of Ontario **establishing any period of time within which any step must be taken in any proceeding** in Ontario, including any intended proceeding, shall, **subject to the discretion** of the court, tribunal or other decision-maker responsible for the proceeding, be suspended for the duration of the emergency, and the suspension shall be retroactive to Monday, March 16, 2020.
- No definition of “proceeding”;
- “subject to the discretion”

QUESTION

Does the Order extend the relevant deadlines under the *Construction Act* relating to lien periods and actions?

LIEN RIGHTS

- Under the *Construction Act*, RSO 1990, c C.30 (the "*Act*"), the lien rights of a contractor and of a subcontractor must first be "preserved", and then "perfected".
- A lien is preserved by, prior to the end of the lien period, either registering the lien on title to the premises of the construction site or, where the lien does not attach to the premises (for example, Crown or municipal lands), by serving the owner with a copy of the claim for lien. The lien period for preserving the lien claim is 60 days from the earlier of: date on which a copy of the certificate or declaration of the substantial performance of the contract is published; the date the contract is completed; for subcontractors, the date of the last supply of services or materials; and the date the contract is abandoned or terminated. (Note that, if the contract between the owner and the contractor was entered into or procured prior to July 1, 2018, the lien period is only 45 days.)
- The preserved lien must then be perfected by, prior to the end of the perfection period, commencing an action and, in the case where the lien attaches to the premises, also registering a certificate of action on title to the premises of the construction site. The period for perfecting the lien claim is 90 days from the last day of the lien period for preserving the lien claim. (If the contract between the owner and the contractor was entered into or procured prior to July 1, 2018, the lien perfection period is only 45 days.)
- To perfect a lien claim by commencing an action to enforce the lien, the action must be brought in the Ontario Superior Court of Justice which, as noted above, has suspended hearings until further notice.

PRESERVING A LIEN

- While the Order and suspension of Ontario Superior Court of Justice operations will not prevent a party from protecting their lien rights – and the Order suspends the deadline for preserving or perfecting a lien for the duration of the COVID-19 emergency – one should still be vigilant with respect to the tight deadlines and strict timing associated with construction liens.
- Like with other limitation periods, parties should closely monitor the duration of the Order's suspension and its impact on the calculation of procedural deadlines.
- The first step—preserving a lien—will likely not be adversely impacted by the suspension in operations of the courts. Claims for liens can be preserved electronically with the Land Registry Office unless the owner of the property is the Crown, a municipality, or the premises is a railway right-of-way, in which case the owner must be served with the claim for lien.
- Due to the present COVID-19 emergency, the provincial and federal governments are now allowing documents to be served by alternate methods, including by email. Claims for lien may be served against Provincial entities at the address: cloc.reception@ontario.ca. Emails must include the sender's name, address, telephone number and email address. For federal entities, the Deputy Attorney General in Ottawa or the appropriate regional office of the Department of Justice Canada must be served in any manner permitted under the *Rules of Civil Procedure*, such as hand delivery or registered mail.

PERFECTING A LIEN WITH LIMITED COURT RESOURCES

- With respect to the second step—perfecting a lien—it is also expected that the process will not be adversely impacted by the suspension in Superior Court operations. As of March 23, 2020, litigants are able to issue Certificates of Action electronically, and to commence all claims electronically.
- While the Order may provide relief for any missed timelines, it is again important for claimants to be vigilant of the applicable perfection timelines to avoid losing their lien rights.

THE ORDER AND THE LIMITATION ISSUE

- There is some debate about whether the expiration of a lien is a limitation period.
- Some would argue that it is not tied to a proceeding and that because it is preserved by registration against title (or service upon the Crown or a municipality for lands where liens do not attach), it can be preserved without court process and is not affected.
- Some argue that section 31 of the Construction Act strictly applies to extinguishing liens and the rights they preserve, thus creating a limitation period that is now extended.

TAKEAWAY

- In our view, having reviewed limitations legislation and case law, there is an argument that the preservation, perfection, and enforcement of construction liens **may** be considered to be limitation periods, whether the old or the new lien regime applies, and are thereby suspended by the Suspension Order.
- Even if they are not considered to be limitation periods, in our view, there is also an argument that these are steps taken in a proceeding or intended proceeding, which are similarly suspended by the Suspension Order, though this suspension is subject to the discretion of the Court.
- However, until clarification is obtained on this point, we would recommend that all industry participants take the cautious approach, such that lien claimants preserve, perfect and enforce lien rights without reliance on any potential extension due to the Suspension Order.

VACATING CONSTRUCTION LIENS

JACQUELINE ARMSTRONG GATES

There have been challenges with urgent Motions seeking to vacate construction liens because they normally need:

- Motion Hearing;
- Original signed fiats;
- Original endorsed bonds (or letters of credit) being submitted to the Accountant;
- Obtain vacating Order.

- **HOWEVER... On March 17, 2020, regular operations of the Superior Court were suspended due to the COVID-19 pandemic.**
- **Only urgent matters are currently being heard. (Although scope of events that may be heard are expanded effective April 6, 2020).**
- **SO... On March 31, 2020, to assist the construction bar, Masters Wiebe and Robinson changed the required process, for vacating Motions, on an interim basis which has been accepted by the Accountant.**

- **Vacating Motions will continue to be heard remotely.**
- **Must satisfy conditions set out in Notice to Profession.**
- **On April 2, 2020, Chief Justice Morawetz and all eight regional Senior Justices issued new Notices to the Profession for criminal, civil and family matters.**
- **[See Notice to the Profession posted on the SCJ website at:
<https://www.ontariocourts.ca/scj/notices-and-orders-covid-19/>]**

Motion materials for vacating Motions should include:

- **A consent from the lien claimant (and, if applicable, any other affected lien claimants) – where possible;**
- **A copy of the security to be posted (for lien bonds or letters of credit, this includes all schedules with visible signatures, identification of authorized signing officers and any corporate seals) – high quality colour scan of the original security is preferred;**
- **A completed fiat in the usual form*;**
- **A draft Order taking into account currently necessary directions to the Accountant, current pre-conditions to the vacating Order taking effect (i.e. the posting of security), and service of the Accountant's receipt**.**

- **Upon approval of security, the fiat will be signed.**
- **The signed Order, endorsed bond or LC, and signed fiat will be emailed to the lawyer for the moving party.**
- **The Order is then issued and entered using a printed version of the electronic Order BEFORE going to the Accountant.**
- **The original security, a copy of the endorsed copy of the security (for a bond or LC), a copy of the signed fiat and the issued/entered Order are then taken to the Accountant, who will post the original and approved copy of the security and will issue a receipt in the usual way.**
- **The vacating Order is then served with the Accountant's receipt and may be registered where the subject lien attaches to the premises.**

SUPERIOR COURT OF JUSTICE

Court File Number: _____

IN THE MATTER OF THE *Construction Lien Act*
AND IN THE MATTER OF a claim for lien

Registered by:

Claimant/ Plaintiff

-and-

Owner/ Defendant

Let _____ pay into Court the sum of:
(Name of Person Paying In)

\$ _____ by way of:

- ☐ Lien Bond
- ☐ Letter of Credit or
- ☐ Certified Cheque

which sum includes the amount of \$ _____ for
lien and \$ _____ for costs, all to stand to the credit
of this matter until further order of the Court.

Dated: _____

MASTER

* Check off applicable method of payment

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF the Construction Act, R.S.O. 1990, c.C.30, as amended

MASTER) DAY, THE DAY OF
)
) , 2020

BETWEEN:

(Court Seal)

(name)

Plaintiff

- and -

(name)

Defendant

ORDER

THIS MOTION, made by (identify moving party) for (state the relief sought in the notice of motion, except to the extent that it appears in the operative part of the order), (where applicable, add made without notice,) was heard or read this day at 393 University Avenue, Toronto, Ontario. (recite any particulars necessary to understand the order)

ON READING the (give particulars of the material filed on the motion) and (where applicable, add on reading the submissions of the lawyer(s) for (identify party/parties)), (where applicable, add (identify party) appearing in person or no one appearing for (identify party)), although properly served as appears from (indicate proof of service)), and (identify person/party) having obtained security to post into court with the Accountant of the Ontario Superior Court of

Justice (the "Accountant") in the amount of \$(insert amount), being the amount claimed in the claim for lien of \$(insert amount) plus the sum of \$(insert amount) as security for costs, by way of (insert form of security) (for lien bonds or letters of credit, add dated (insert date) issued by (insert issuer) and bearing (insert lien bond number or letter of credit number)) (the "Security"),

1. THIS COURT ORDERS AND DIRECTS that, notwithstanding the court's approval of the Security has been made on a copy of the said Security, the Accountant shall accept the posting of the original Security provided it is submitted with the copy of the Security as approved by the court, which copy shall be retained by the Accountant with the original Security.

2. THIS COURT ORDERS AND DIRECTS that the Accountant shall accept a copy of both the fiat as signed by the court and the copy of the Security as approved by the court, such that neither the originally-signed fiat nor the originally-signed and approved copy of the Security shall be required.

3. THIS COURT ORDERS that, upon the posting of approved security, the claim for lien of (insert party) registered on (insert date) as Instrument No. (insert registration number) against the lands and premises more particularly described in Schedule "A" hereto, in the Land Titles Division of Land Registry Office No. (insert number), be vacated.

4. THIS COURT ORDERS that a copy of this order, together with a copy of the Accountant's receipt from posting the Security, be served upon the (insert parties) (and/or, where applicable, the lawyers for (insert parties)) forthwith after entry.

(Signature of Master)

(insert legal description)

Schedule "A"

IMPACT UPON CONSTRUCTION HOLDBACKS

MARK GIAVEDONI

KEY HOLDBACK PROVISIONS

- **22 (1) Each payer** upon a contract or subcontract under which a lien may arise **shall retain a holdback** equal to 10 per cent of the price of the services or materials as they are actually supplied under the contract or subcontract **until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for under this Act.**
- **26** Subject to section 27.1, **each payer** upon the contract or a subcontract **shall make payment of the holdback** the payer is required to retain by subsection 22 (1) (basic holdback), so as to discharge all claims in respect of that holdback, **where all liens that may be claimed against that holdback have expired or been satisfied, discharged or otherwise provided for under this Act.**

HOLDBACK IS A TRUST

- **It is important to keep in mind that the holdback is a trust for the benefit of contractors and subcontractors.**
- **Part II of the Construction Act has increased language surrounding the rights and obligations under trust law concepts.**

DID THE OWNER RELEASE THE HOLDBACK?

- **NO**

1. Is it because of the limitation period argument, deficiencies or its lender restricting advances?
2. Did the Owner publish a notice of non-payment of holdback under 27.1(1) using Form 6?
3. Did the Contractor speak with the Owner about options to release the holdback?
4. The Contractor will need to initiate an adjudication, register a lien (or both).

- **YES**

1. What did the Contractor provide the Owner to allow the release? Did the Contractor misrepresent something in a declaration as to payment of all subtrades and their lien claims?
2. Should the Contractor release the holdback to its subtrades?

OWNER REFUSING TO RELEASE

- **Contractors could:**

1. Communicate and negotiate with the Owner to understand the Owner's reasons for refusing to release the holdback.
2. Provide a waiver and release of claim to the date of holdback release (if Contractor has a means of verifying its subtrades are paid or will not lien the project).
3. Start an adjudication to compel the Owner to release the holdback (if the adjudicator orders the release, the parties should proceed on the strength of the order to comply).
4. If it is a final holdback, Contractor may consider preserving its lien by registration/service.
5. Negotiate a replacement of the holdback cash with a letter of credit or demand-worded holdback repayment bond in the prescribed forms (subsection 22(4)).

CONTRACTOR HAS HOLDBACK

- **If the Contractor receives the holdback from the Owner:**
 1. Pay it out in the regular course to its subtrades:
 - In which case, the Contractor should try to:
 - insist on a properly executed statutory declaration regarding payment down the line;
 - get the subtrades to sign a waiver and release of claim on the project;
 - obtain all its deliverables, close out documents, O&M manuals, warranties, as applicable

CONTRACTOR HAS HOLDBACK

- **If the Contractor receives the holdback from the Owner,**
 1. Refuse to pay it out
 - In which case:
 - it will either face liens from subtrades, which it will have to bond off/vacate;
 - it will potentially face an adjudication for non-payment of holdback;
 - Mindful of its trust obligations while holding the holdback in the proper account

PROMPT PAYMENT & ADJUDICATION

LOUIS-PIERRE GRÉGOIRE

PROMPT PAYMENT & ADJUDICATION: PROMPT PAYMENT OBLIGATIONS

Construction Act, Part I.1 - PROMPT PAYMENT

- **Payment deadline, owner to contractor**
 - 6.4 (1) Subject to the giving of a notice of non-payment under subsection (2), an owner shall pay the amount payable under a proper invoice no later than 28 days after receiving the proper invoice from the contractor.
 - 6.4 (2) An owner who disputes a proper invoice may refuse to pay all or any portion of the amount payable under the proper invoice within the time specified in subsection (1) if, no later than 14 days after receiving the proper invoice from the contractor, the owner gives to the contractor a notice of non-payment.

PROMPT PAYMENT & ADJUDICATION: IMPLICATIONS ON PROMPT PAYMENT OBLIGATIONS

Prompt payment is a payment obligation. It is not a limitation period. It is not a proceeding. As such, the regime is not suspended as a result of the Regulation.

- Order will not impact the 28-day payment deadline in respect of undisputed amounts in a proper invoice.
- Parties to contracts subject to prompt payment must remain vigilant in adhering to the process set out in the Act in order to protect their rights.
- Keep detailed records of any missed or delayed payments.
- To enforce the regime, however...

PROMPT PAYMENT & ADJUDICATION: ADJUDICATION

Construction Act, Part II.1 - CONSTRUCTION DISPUTE INTERIM ADJUDICATION

- **Availability of adjudication**

- 13.5 (1) Subject to subsection (3), a party to a contract may refer to adjudication a dispute with the other party to the contract respecting any of the following matters:
 - Valuations of services, Payment, Disputes subject to notice of non-payment, Amounts retained for set-off, Non-payment of holdback,...

- **Expiry of adjudication**

- 13.5(3) An adjudication may not be commenced if the notice of adjudication is given after the date the contract or subcontract is completed, unless the parties to the adjudication agree otherwise

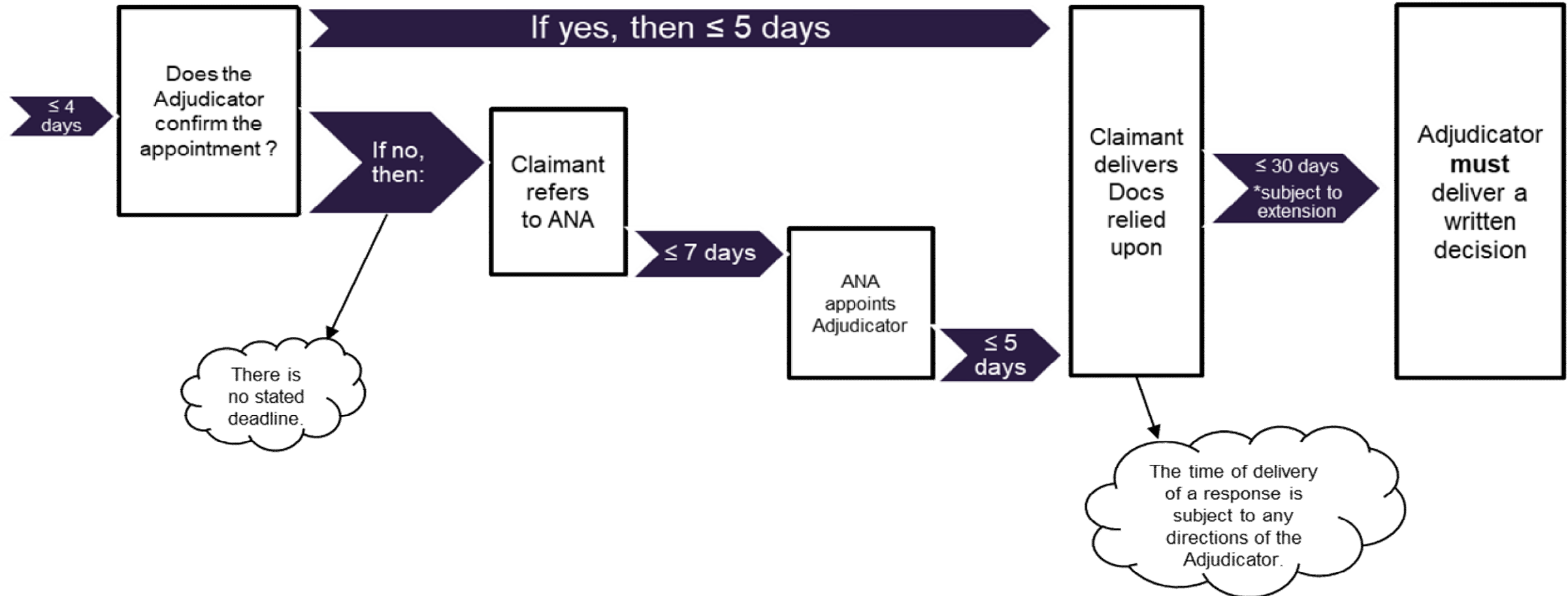
PROMPT PAYMENT & ADJUDICATION: ADJUDICATION KEY TIMELINES

Construction Act, Part II.1 - CONSTRUCTION DISPUTE INTERIM ADJUDICATION

■ Important timelines:

- Adjudicator must consent to adjudicate the matter within 4 days following the request (13.9(4))
- If no consent = Authority must appoint adjudicator within 7 days (13.9(5))
- After adjudicating process, referring party must provides documents for adjudication with notice within 5 days (13.11)
- Adjudicator must make determination of the matter within 30 days (13.13(1))
- If the determination is that a payment must be made, the payment must be made no later than 10 days after the determination has been communicated to the parties (13.19(2))

PROMPT PAYMENT & ADJUDICATION: ADJUDICATION TIMELINES



PROMPT PAYMENT & ADJUDICATION: IMPLICATIONS ON ADJUDICATION PROCESS

Order has no immediate impact on the commencement of an adjudication

The balance of the deadlines/timelines an adjudication follows are suspended retroactively from March 16, 2020, subject to the discretion of the adjudicator (the suspension shall not exceed 90 days, but may be renewed).

**The Authorized Nominating Authority (ANA)
Ontario Dispute Adjudication for Construction Contract (“ODACC”)**

- Remains available to assist the public, adjudicators, and to manage interim adjudications.
- Now offers the possibility of conduction video-hearings

THE ONTARIO LIST OF ESSENTIAL WORKPLACES & CONSTRUCTION: 10 FAQs

CINDY KOU

CONSTRUCTION AND ESSENTIAL WORKPLACES

- Q1: Where is the list of essential workplaces coming from?
- Q2: Who in construction can stay open?
- Q3: Are there any exceptions?
- Q4: What if I have questions about the list?
- Q5: My workplace is now a non-essential workplace. What about my contractual obligations?
- Q6: Is it business as usual if my workplace is an essential workplace?
- Q7: What are the penalties for not complying with the EMCPA?
- Q8: How are the penalties enforced?
- Q9: What has enforcement been like to date?
- Q10: How long will this last?

Q1: WHERE IS THE LIST OF ESSENTIAL WORKPLACES COMING FROM?

- **March 17, 2020** - the Province of Ontario declared an emergency under the *Emergency Management and Civil Protection Act* (the “**EMCPA**”).
- **March 23, 2020** – the Province of Ontario issued a first order on closure of places of non-essential businesses as of 11:59, March 24, 2020, revoked on April 13, 2020, unless extended.
- **April 3, 2020** – the Province of Ontario issued a second order on closure of places of non-essential workplaces as of 11:59pm, April 4, 2020.

Q2: WHO IN CONSTRUCTION CAN STAY OPEN? (1/2)

- Applies to all businesses, whether for profit or non-profit or any other entity, subject to narrow exceptions.
- From the construction-specific items of the List of Essential Workplaces (Items #27- #29):
 - Projects and services associated with the **healthcare sector** and other **critical provincial infrastructure** (ex: transit, transportation, energy, justice sectors);
 - Critical industrial construction activities required for **petrochemical plants and refineries** (maintenance, operation, and “significant projects” where work has already commenced);
 - Critical industrial construction activities required for **production of PPE, medical devices, and other identified products** directly related to combatting COVID-19;
 - **Select residential projects;**
 - Activities necessary to **temporarily close construction** sites that have paused or are not active and to **ensure ongoing public safety;**

Q2: WHO IN CONSTRUCTION CAN STAY OPEN? (2/2)

- Other workplaces may have construction scope, for example:
 - Item #20: strictly necessary **maintenance, repair**, and property management services to manage and maintain the safety, security, sanitation, and **essential operation of buildings**;
 - Item #34: Businesses that deliver or support the delivery of services including **critical infrastructure repair and maintenance, including roads, dams, bridges**;
 - Item #34: Businesses that deliver or support the delivery of services including **environmental rehabilitation**, management and monitoring, and spill clean up and response.
- Note: Many suppliers and manufacturers remain essential workplaces – see Items #1 and #23, for example.
- Note: government services providing licenses and permits, and authorities that can regulate and inspect businesses both remain essential services (Item #34).

Q3: ARE THERE ANY EXCEPTIONS?

- All teleworking (online, over the phone, remote) remains permitted.
- Site security services may be an activity necessary to ensure ongoing public safety.
- The March 23, 2020 order on essential workplaces had additional exceptions allowing temporary access to workplaces and additional exemptions (ex: for governments).
- We will see if the April 3, 2020 order provides such exceptions.

Q4: WHAT IF I HAVE QUESTIONS ABOUT THE LIST?

- “Stop the Spread Business Information Line” - 1-888-444-3659 for businesses who have questions on the Essential Services List or impacts on your business or employment.
- Wait times will vary and were initially very long, but we have successfully gotten through on multiple occasions.

Q5: MY WORKPLACE IS NOW A NON-ESSENTIAL WORKPLACE. WHAT ABOUT MY CONTRACTUAL OBLIGATIONS?

- Time to pull out your contract:
 - Force majeure
 - Delay
 - Suspension or Termination
- Common law doctrine of frustration
- Document and communicate

Q6: IS IT BUSINESS AS USUAL IF MY WORKPLACE IS AN ESSENTIAL WORKPLACE?

- Businesses still need to comply with all applicable laws, including:
 - the *Occupational Health & Safety Act* and its regulations,
 - all advice, recommendations, and instructions of public health officials,
 - all other orders under the *EMCPA*, ex: social distancing,
 - the federal *Quarantine Act*, and
 - municipal by-laws.

Q7: WHAT ARE THE PENALTIES FOR NOT COMPLYING WITH THE EMCPA?

- Fines and Jail Time:
 - Up to \$100,000 and up to 1 year's jail time for individuals;
 - Up to \$500,000 and up to 1 year's jail time for a director or officer of a corporation;
 - Up to \$10m for a corporation
- Applicable per day the offence is continuing and judges can decide to increase the amount of fines to be commensurate with the financial benefit accrued by the individual/corporation violating the order
- New EMCPA order allows provincial offences officers with reasonable and probable cause to require an individual to promptly and correctly disclose her/his name, date of birth, and address
- Additionally:
 - Failure to comply with an order: fine of \$750
 - Obstruction of anyone exercising a power under an order or anyone performing a duty under an order: fine of \$1,000

Q8: HOW ARE THE PENALTIES ENFORCED?

- Under the EMCPA:
 - The Crown in right of Ontario, a member of the Executive Council, or the Commissioner of Emergency Management may make an application without notice to a judge of the Superior Court of Justice;
 - The judge may grant an order that restrains any person from contravening the EMCPA and the order may be enforced in the same way as any other order or judgement of the Superior Court of Justice.
- Provincial Offences Act:
 - Ticket or summons

Q9: WHAT HAS ENFORCEMENT BEEN LIKE TO DATE?

- The new List of Essential Workplaces is only 2 days old.
- Premier Ford announced on April 3, 2020 that Ontario hired 60 new inspectors to survey construction sites.
- Under the first List of Essential Workplaces:
 - Local police departments taking complaints through their non-emergency numbers or online forms
 - Investigations and education
 - Warnings and fines

Q10: HOW LONG WILL THIS LAST?

- EMCPA orders can generally only last 14 days, unless earlier revoked or extended
- This is a fluid situation – check in often!



QUESTIONS?

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