



Court File No. **KEL-S-S-146597**

NO.
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

In the Matter of the *Property Law Act*, R.S.B.C. 1996, C. 377 and amendments thereto

BETWEEN:

WHITWORTH HOLDINGS LTD.

PETITIONER

AND:

1352151 B.C. LTD. and each of the parties set out
in Schedule "A" to the Petition

RESPONDENTS

PETITION TO THE COURT

ON NOTICE TO: 1352151 B.C. Ltd. and each of the parties set out in Schedule "A"
to the Petition

The address of the Registry is 1355 Water Street, Kelowna, British Columbia.

The Petitioner estimates that the hearing of the Petition will take 1 hour.

- This matter is an application for judicial review.
- This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by

- Whitworth Holdings Ltd. (the "**Petitioner**")

If you intend to respond to this Petition, you or your lawyer must

- (a) file a Response to Petition in Form 67 in the above-named registry of this court within the time for Response to Petition described below, and
- (b) serve on the Petitioner

- (i) 2 copies of the filed Response to Petition; and
- (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the Response to Petition within the time for response.

Time for Response to Petition

A Response to Petition must be filed and served on the Petitioner,

- (a) if you were served with the Petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the Petition anywhere in the United States of America, within 35 days after that service
- (c) if you were served with the Petition anywhere else, within 49 days after that service, or
- (d) if the time for Response has been set by order of the court, within that time.

The ADDRESS FOR SERVICE of the Petitioner is c/o Lawson Lundell LLP, 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2.

Fax number for delivery is: (604) 669-1620.

E-mail addresses for service (if any) of the Petitioner: proberts@lawsonlundell.com and jhayward@lawsonlundell.com

The name and office address of the Petitioner's lawyer is: Lawson Lundell LLP, 1600 - 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2 (Attention: Peter J. Roberts, K.C. and Jordan Hayward).

CLAIM OF PETITIONER

Part 1: ORDERS SOUGHT

1. An order cancelling the common law building scheme (the "**Building Scheme**") registered in the Land Title Office as against the following properties:

- (a) under registration number 105097E, to the land with a municipal address of 1289 Lawrence Avenue, Kelowna, B.C., and legally described as

PID: 009-537-279

LOT 35 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN
10689

("1289 Lawrence");

- (b) under registration number 93473E, to the land with a municipal address of 1221 Lawrence Avenue, Kelowna, B.C., and legally described as

PID: 009-454-519

LOT B DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN
11838

(“**1221 Lawrence**”);

- (c) under registration number 99742E, to the land with a municipal address of 1251 Lawrence Avenue, Kelowna, B.C., and legally described as

PID: 009-385-983

LOT 1 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN
12724

(“**1251 Lawrence**”);

- (d) under registration number 113359E, to the land with a municipal address of 1281 Lawrence Avenue, Kelowna, B.C., and legally described as

PID: 009-454-497

LOT A DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN
11838 EXCEPT PLANS 12365, 12724 AND 13475

(“**1281 Lawrence**”);

- (e) under registration number 96900E, to the land with a municipal address of 1220 Kelglen Crescent, Kelowna, B.C., and legally described as

PID: 009-438-483

LOT 1 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN
12365

(“**1220 Kelglen**”); and

- (f) under registration number 104490E, to the land with a municipal address of 1240 Kelglen Crescent, Kelowna, B.C., and legally described as

PID: 009-201-602

LOT 1 DISTRICT LOT 137 OSOYOOS DIVISION YALE DISTRICT PLAN
13475

(“**1240 Kelglen**”);

(collectively, the “**Properties**” and as to each, a “**Property**”).

2. In the alternative, a modification of the Building Scheme to provide that the Petitioner may construct the proposed development on the Properties as set out herein.

3. If required, an order that the Registrar of the Land Titles Office, upon being provided with a certified copy of this Order, is directed to register the Order as a cancellation, or in the alternative a modification, of the Building Scheme on title to the Properties and to modify the Land Title Office records accordingly.

4. If required, an order pursuant to section 35(4) of the *Property Law Act* directing notices in the manner and to those persons that the court deems appropriate.

5. Such further and other relief as this Honourable Court deems just.

Part 2: FACTUAL BASIS

A. The Parties

6. The Petitioner, Whitworth Holdings Ltd. (“**Whitworth**”) is the registered owner of the Properties.

7. The respondents are the registered owners of the 37 neighbouring properties located within Subdivision Plan 10689 as set out in Schedule “A” to this petition.

B. The Properties and the Building Schemes

8. The Properties are six contiguous lots situated in a mixed residential and commercial area east of downtown Kelowna and north of highway 97 (the “**Neighbourhood**”).

9. The Properties were originally part of a tract of land (the “**Pridham Lands**”) owned by Pridham Estates Ltd. (“**Pridham**”) who subdivided and developed the area in the 1950s and 1960s.

10. On various occasions in the early 1960s, Pridham filed subdivision plans in the Land Title Office (“**LTO**”) to create new legal parcels within the Pridham Lands which were then sold to third parties. Specifically, separate legal title for each of the Properties were created as follows:

- (a) On June 21, 1960, Plan 10689 was deposited in the LTO, created 1289 Lawrence;
- (b) On October 20, 1961, Plan 11838 was deposited, creating 1221 Lawrence and 1281 Lawrence;
- (c) On June 27, 1962, Plan 12365 was deposited, creating 1220 Kelglen;
- (d) On November 14, 1962, Plan 12724 deposited, creating 1251 Lawrence; and
- (e) On August 26, 1963, Plan 13475 deposited, creating 1240 Kelglen.

11. As part of these subdivisions, Pridham created and registered on title to most of the properties, including 1289 Lawrence, a common law building scheme (the “**Building Scheme**”) which contains the following restrictions:

- 1. It is expressly understood and agreed that the covenants and agreements herein shall run with the land herein, and shall be binding upon the GRANTEE and all persons claiming through, under or in trust for him, and for the purpose of ensuring that the said covenants shall continue to run with the land, the

GRANTEE further covenants with the GRANTOR that he, the GRANTEE and his heirs, executors, administrators and assigns, shall, in every conveyance, lease or other assurance of the said land or any part thereof, give to the GRANTEE, lessee or purchaser thereof express notice of the said Covenants and agreements above-mentioned.

2. The GRANTEE shall not erect nor maintain any building of structure on the said lands other than a detached dwelling house or duplex, together with a private garage or car-port suitable or proper for a dwelling house or duplex of the class or value of the dwelling house or duplex so erected.

3. The GRANTEE shall not erect nor maintain on the said lands any such detached dwelling house or duplex which contains less than seven hundred fifty (750) square feet of habitable floor area, not including the floor area of any basement of such dwelling house or duplex.

4. The GRANTEE shall not erect nor maintain on the said lands any such detached dwelling house or duplex which does not conform to the National Housing Act building standards in effect at the time or the erection of such dwelling house or duplex.

5. The GRANTEE shall not carry on or permit to be carried on upon the said land or in any building thereon any trade or business whatsoever.

6. The GRANTEE shall not erect, expose or maintain or permit to be erected, exposed or maintained upon the said land any placard or advertising sign other than the usual doorplate of any professional man or woman.

12. Between July and December 1961, Townhouse Developments Ltd. ("**Townhouse**"), a subsidiary of Whitworth, purchased each of 1221 Lawrence, 1251 Lawrence, 1281 Lawrence, 1220 Kelglen, and 1240 Kelglen (the "**Original Properties**") from Pridham. As part of transferring these properties to Townhouse, Pridham modified the Building Scheme by striking out restrictions 2 and 3 as set out above at paragraph 11 (the "**Revised Building Scheme**").

13. The Original Properties were transferred into the name of Whitworth on June 16, 2000.

14. The Revised Building Scheme currently appears on title to each of the Original Properties as follows:

- (a) 1221 Lawrence: as registration number 93473E appending the Revised Building Scheme registered under Form A number 230313F, dated November 22, 1961;
- (b) 1251 Lawrence: as registration number 99742E appending the Revised Building Scheme registered under Form A number 230313F, dated November 22, 1961;

- (c) 1281 Lawrence: as registration number 113359E appending the Revised Building Scheme registered under Form A number 230313F, dated November 22, 1961;
- (d) 1220 Kelglen: as registration number 96900E appending the Original Building Scheme registered under Form A number 235561F, dated June 18, 1962; and
- (e) 1240 Kelglen: as registration number 104490E appending the the Original Building Scheme registered under Form A number 230313F, dated November 22, 1961.

15. Pridham was dissolved on November 4, 2013.

C. Changes to the Neighbourhood

16. In recent years, the City has approved the construction of several multi-unit housing structures within the Neighbourhood near the Properties. These include developments at:

- (a) 1110 Lawson Avenue;
- (b) 1131 Lawrence Avenue;
- (c) 1181 Bernard Avenue;
- (d) 1488 Richmond Street;
- (e) 1228 Lawrence Avenue; and
- (f) 1550 Noble Court.

17. There are also a number of multi-unit housing structures and businesses operating on single family lots within the Neighbourhood encumbered by the Original Building Scheme. These include at:

- (a) 1201 Centennial Crescent;
- (b) 1151 Centennial Crescent;
- (c) 1181 Centennial Crescent
- (d) 1211 Kelglen Crescent
- (e) 1293 Centennial Crescent; and
- (f) 1253 Kelglen Crescent.

D. Provincial and City Housing Initiatives

18. In the 1960s, the Original Properties were subject to City bylaw 2293 and zoned as R3 – Multi Family Residential permitting the construction of multi-family housing units, hotels and motels. 1289 Lawrence was zoned as R2 - Single and Two Family, which permitted the construction of one- and two-family dwellings.

19. On September 26, 2022, the City adopted Bylaw No. 12375 which regulates land use and development within the City (the “**Zoning Bylaw**”).

20. The Zoning Bylaw changed the municipal zoning for the Original Properties to MF3 – Apartment Housing (“**MF3**”), which permits construction of apartment buildings of up to six storeys with commercial uses.

21. The Zoning Bylaw changed the zoning of 1289 Lawrence to MF1 – Infill Housing (“**MF1**”), which permits construction of up to six dwelling units on that lot.

22. On December 7, 2023, the B.C. Provincial Government passed the *Housing Statutes (Residential Development) Amendment Act, 2023* (“**Bill 44**”) and enacted amendments to the Local Government Zoning Bylaw Regulation under *the Local Government Act, RSBC 2015, c.1* (the “**Provincial Zoning Regulation**”). The Provincial Zoning Regulation requires the amendment of municipal zoning bylaws to permit increased residential density in areas currently zoned as single-family.

23. These legislative changes mandated that all municipalities across the province change their zoning bylaws by June 30, 2024 to increase residential density. In effect, the Provincial Government eliminated single-family residential zoning in B.C.

24. The Zoning Bylaw is in compliance with the Provincial Zoning Regulation.

25. The City adopted its current Official Community Plan on January 10, 2022 (the “**OCP**”). The OCP identifies the Neighborhood as an important area within the City for increased housing density to accommodate the City’s population growth.

E. Whitworth’s Plans for the Properties

26. Whitworth is currently the registered owner of the Original Properties and completed the purchased 1289 Lawrence on November 28, 2025.

27. Whitworth intends to construct a four-building multi-family residential rental complex on the Properties (the “**Development**”). The buildings will be four stories and will comply with the Zoning Bylaw. The cost of the Development is estimated to be around \$60 million.

28. Whitworth will apply to the City for a development permit pending the outcome of this proceeding.

Part 3: LEGAL BASIS

29. Whitworth relies on section 35 of the *Property Law Act*, R.S.B.C. 1996, c. 37 (the “*PLA*”), and Rules 2-1(2) and 16-1 of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009.

A. Property Law Act

30. Section 35 of the *PLA* provides that a person interested in land may apply for an order to modify or cancel a building scheme and restrictive covenant.

i) Prematurity

31. First, the court must determine whether the application is premature or not. An application is premature when considerations that are material to determining whether grounds exist under s. 35(2) have not yet materialized, or where, for other reasons, it would be better to defer the decision to a later date.

Newco Invt. Corp. v. B.C. Transit (1987), 1987 CanLII 2662 (C.A.), para. 33;
0717540 B.C. Ltd. v The Owners, Strata Plan EPS4116, 2024 BCSC 314, para. 83.

32. An applicant is entitled to know before investing further time and expense whether a charge on title is a factor to be accommodated in development plans.

Prior Holdings Ltd. v. The Source Enterprises Ltd.,
 2019 BCSC 1871, paras. 39 to 41.

33. Whitworth’s petition is not premature. The Building Scheme, as amended, has remained on title to the Properties since the initial conveyances by Pridham in the 1960s. There is no material evidence missing or any expected event that might resolve the issue of the interpretation or enforceability of the Building Schemes.

34. The continuing effect of the Building Scheme is a major impediment preventing Whitworth from proceeding with construction of the Development.

ii) Judicial Considerations

35. If an application is not premature, then the court may modify or cancel a charge in any one of the following five circumstances enumerated in section 35 of the *PLA*. The particular circumstances are:

- (a) because of changes in the character of the land, the neighbourhood or other circumstances the court considers material, the registered charge or interest is obsolete;
- (b) the reasonable use of the land will be impeded, without practical benefit to others, if the registered charge or interest is not modified or cancelled;

- (c) the persons who are or have been entitled to the benefit of the registered charge or interest have expressly or impliedly agreed to it being modified or cancelled;
- (d) modification or cancellation will not injure the person entitled to the benefit of the registered charge or interest; or
- (e) the registered instrument is invalid, unenforceable or has expired, and its registration should be cancelled.

PLA, section 35(2).

36. In exercising its discretion under section 35(2) of the *PLA*, the court may make an order to modify or cancel a charge against an interest in land if it is satisfied that at least one of the s. 35(2) conditions are met. The onus is “a relatively high one.”

BC Transportation Financing Authority v. Rastad Construction Ltd.,
2020 BCSC 2064, para. 19;
Goodwin v. Ridlet, 2006 BCCA 581, para. 7;
Hilltop Sand & Gravel Co. Ltd. v. FortisBC Inc., 2010 BCSC 108, para. 55.

37. Municipal zoning is a factor to consider when assessing the provisions of section 35 of the *PLA*.

417489 BC Ltd. v. Scana Holdings Ltd. (1997), 14 R.P.R. (3d) 231
 (“*Scana*”), paras. 68, 70.

iii) *PLA* Section 35(2)(a) – Obsolescence

38. The Building Schemes are obsolete and serve no continuing purpose as a result of, *inter alia*, Pridham’s modifications to the Building Scheme, the City’s permitted use of the Properties pursuant to the Zoning Bylaw, and changes to the Neighbourhood.

39. The term “obsolete” means something that is “no longer practised or used; discarded; [and] out of date”. A determination of obsolescence is a consideration of the nature of the charge itself in the circumstances of the use of the relevant property and a determination of whether on those facts the charge or interest is obsolete.

White v. Deng, 2023 BCSC 947, para. 18-19;
0717540 B.C. Ltd. v The Owners, Strata Plan EPS4116,
2024 BCSC 314, para. 33.

40. The objectives of a charge are to be determined at the time of its creation; and a charge is obsolete when its original purpose is no longer served.

Timber Corporation v. Rutherford, 2012 BCCA 71, para. 26;
Murrayfield Developments Ltd. v. Brandon (1995),
8 B.C.L.R. (3d) 364, paras. 33 to 35.

41. The critical factor is whether the charge has a continuing purpose for the party for whose benefit it was originally intended.

Deep Six Dev. v. Richmond (City), 2002 BCSC 955, para. 31

42. Where the administration of and compliance with a building scheme becomes impossible due to the developer's dissolution, that building scheme is obsolete within the meaning of the *PLA*.

Smith v. Clearwater Park GP Inc., 2025 BCSC 1239, para. 63-64.

43. In assessing changes to the character of a neighborhood, "neighbourhood" is not limited only to the lots encumbered by the charge in question, but rather includes a wider, undefined area surrounding those lots.

Matthews v. Howse, [1994] B.C.J. No. 1518, paras. 17-18.

44. As a practical matter, Pridham reserved the right to make changes to the Building Scheme and exercised that discretion by removing certain clauses in the Building Scheme encumbering the Original Properties. In doing so, Pridham created an expectation that the Building Scheme restrictions were not permanent, but rather property owners could seek approval from Pridham for changes to the Building Scheme.

45. Upon Pridham's dissolution in 2013, administration of the Building Schemes and the ability to approve deviations from it became impossible. The non-existence of Pridham and that absence of a designated party to grant deviations from or amendments to the Building Scheme frustrates its purpose and renders it obsolete.

46. The Building Scheme has also been effectively cancelled by the Zoning Regulation and Zoning Bylaw which mandate and authorize multi-use development in the Neighbourhood, such as that contemplated by Whitworth in the Development.

47. Further, the Neighbourhood has changed significantly since Pridham registered the Building Schemes. The area is no longer occupied by single-family homes and duplexes. Rather, there are several large multi-use residential structures in close proximity to the Properties, as well as secondary suites and businesses operating on individual lots encumbered by the Building Scheme, illustrating the shift away from the Neighbourhood's original character.

48. For these reasons, the Building Schemes are obsolete and should be cancelled.

iv) PLA Section 35(2)(b) – Reasonable use of the Properties is impeded

49. In order to meet the requirements of s. 35(2)(b), a petitioner must first satisfy the court that its proposed use of the land is a reasonable one that would be impeded if the relief sought is not granted.

Britannia Oceanfront Developments Corporation v Adriatic Investments Canada Ltd.,
2022 BCSC 1547, para. 29.

50. The court must look to the object of the charge at the time of its creation in order to determine the benefits that are protected by s. 35(2)(b).

Tri-X Timber Corporation v. Rutherford, 2012 BCCA 71,
paras. 22, 26, and 28.

51. If there is no practical benefit, some decisions hold that the court then balances the interest of parties with respect to their proposed uses of the land, and considers the harm to the petitioner if the charge is not modified, balanced against the harm to respondents if it is. However, appellate authority discounts a balancing of interests under s.35(2)(b) of the PLA.

Britannia Oceanfront, *supra*, para 28;
Connick v. Owners, Strata Plan VIS7092, 2022 BCCA 52, para. 21-22.

52. A petitioner is not required to show that the building scheme impedes all reasonable uses, the just must show that their proposed use of the land is reasonable. Municipal zoning can show that a use is reasonable.

Tri-X Timber Corporation v. Rutherford, 2010 BCSC 1001,
para. 26 citing *Scana*, *supra*, paras. 68-70.

53. The Building Scheme is impeding Whitworth from the reasonable use of the Properties by prohibiting the construction of the Development.

54. The Development was specifically designed in accordance with the MF3 zoning designation, which now applies to the Original Properties, to increase rental housing options in the City. However, the Building Scheme precludes construction of the Development otherwise permitted by the MF3 zoning designation.

55. Although 1289 Lawrence is zoned MF1, its immediate adjacency to the Original Properties makes its inclusion in the Development both reasonable and consistent with the City's broader housing objectives.

56. The Building Scheme provides no additional practical benefit to others that is not already being addressed through the City's exercise of authority and discretion under the Zoning Bylaw over any development of the Properties.

57. The Building Scheme, while worthy in its day, is now contrary to legislated provincial and municipal housing initiatives intended to create additional residential dwellings.

PLA Section 35(2)(d) – No Injury

58. Section 35(2)(d) requires the applicant to satisfy the Court that no injury to the beneficiary will ensue from the proposed cancellation or modification of the charge.

Im v. Sundon Enterprises Ltd., 2021 BCSC 2733, para. 65.

59. Injure under section 35(2)(d) means "to cause harm to."

Collinson v. Laplante, 1992 CanLII 685, para. 24.

60. To constitute “injure”, there must be a loss of a tangible benefit.

Lonegren v. Rueben, 1988 CanLII 2830;
Gubbels v. Anderson, 1995 CanLII 1377.

61. The cancellation of the Building Scheme will cause no injury to any person entitled to its benefit. Pridham effectively reserved the right to make changes to the Building Schemes, including to authorize development otherwise prohibited by the Building Scheme.

62. Following Pridham’s dissolution, the authority to approve development within the Neighbourhood now rests with the City. Any “person entitled to the benefit of” the Building Scheme is, in practical terms, better protected under the City’s development approval process, which provides public notice and an opportunity for community input on proposed developments.

Conclusion

63. The Building Scheme was an instrument used by Pridham to control development of the Pridham Lands. While the Building Scheme served this purpose initially, it now fetters development of much needed housing stock in the City.

64. For each of the foregoing reasons, the Building Scheme should be cancelled entirely as against the Properties.

Part 4: MATERIAL TO BE RELIED ON

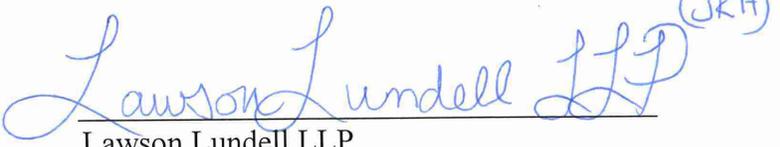
65. Affidavit #1 of Sam McDonald, made March 4, 2026.

66. Affidavit #1 of Cameron Costley, made March 6, 2026.

67. Affidavit #1 of Emma Cornelius, made March 11, 2026.

68. Such further and other material as counsel may advise.

Dated at the City of Vancouver, in the Province of British Columbia, this 12th day of March, 2026.


Lawson Lundell LLP
Solicitors for the Petitioner

This Petition to the Court is filed by Peter J. Roberts, K.C. and Jordan Hayward, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2.

To be completed by the court only:

Order made

in the terms requested in paragraphs _____
of Part 1 of this Petition

with the following variations and additional terms:

Date:

Signature of Judge Associate Judge

Schedule "A"

List of Properties

Registered Owners and their residential address	Civic Address of Subject Property	PID	Legal Description
Madan Lal Kanda & Nirmal Kanda 1356 Sylvania Crescent Kelowna, BC V1X 6C2	1240 Centennial Cres Kelowna V1Y 6K2	002-000-661	Lot 16 District Lot 137 Osoyoos Division Yale District Plan 10689
Resurrection Recovery Resource Society, Inc. No. S-0045391 200 – 1465 Ellis Street Kelowna, BC V1Y 2A3	1271 Centennial Cres Kelowna V1Y 6K3	009-537-031	Lot 24 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap89141
Sharon Ann Hyland 1241 Centennial Crescent Kelowna, BC V1Y 6K3	1241 Centennial Cres Kelowna V1Y 6K3	009-536-892	Lot 21 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap87892
Resurrection Recovery Resource Society, Inc. No. S-45391 200 – 1465 Ellis Street Kelowna, BC V1Y 2A3	1279 Centennial Cres Kelowna V1Y 6K3	009-537-066	Lot 25 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap89141
Patricia Jean Saunders 1741 Richmond Street Kelowna, BC V1Y 3T9	1741 Richmond St Kelowna V1Y 3T9	009-537-121	Lot 28 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap88579
Resurrection Recovery Resource Society, Inc. No. S-45391 200 – 1465 Ellis Street Kelowna, BC V1Y 2A3	1261 Centennial Cres Kelowna V1Y 6K3	009-537-007	Lot 23 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap89141
Clifford Jerome Klassen 1297 Centennial Crescent Kelowna, BC V1Y 6K3	1297 Centennial Cres Kelowna V1Y 6K3	002-484-749	Lot 27 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap88013
Delphine Suzanne Maja, Civil and Daniel Matt Maja 1221 Centennial Crescent Kelowna, BC V1Y 6K3	1221 Centennial Cres Kelowna V1Y 6K3	009-536-833	Lot 19 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap88204
Clarence Chad Wallace and Melanie Elaine Bertram 104 1946 Pandosy Street Kelowna, BC V1Y 1R5	1231 Centennial Cres Kelowna V1Y 6K3	009-536-868	Lot 20 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap88430
Trudy Lorna Massong and	1295 Lawrence Ave	006-391-290	Lot 36 District Lot 137

Kerry David Sweeney 1295 Lawrence Avenue Kelowna, BC V1Y 6M5	Kelowna V1Y 6M5		Osoyoos Division Yale District Plan 10689
Anthony Siu Keung Chiu and Lin Hua Tsai 2015 Centre St Nw Calgary, AB T2E 2S9	1705 Richmond St Kelowna V1Y 3T9	009-537-147	Lot 30 District Lot 137 Osoyoos Division Yale District Plan 10689
Les Butler Stoochnoff and Melissa Erin Foote 1250 Centennial Crescent Kelowna, BC V1Y 6K2	1250 Centennial Cres Kelowna V1Y 6K2	008-241-783	Lot 15 District Lot 137 Osoyoos Division Yale District Plan 10689
Ginette Therese Sigouin 1602 Richmond Street Kelowna, BC V1Y 3T7	1602 Richmond St Kelowna V1Y 3T7	009-537-295	Lot 37 District Lot 137 Osoyoos Division Yale District Plan 10689
Resurrection Recovery Resource Society, Inc. No. S-0045391 1279 Centennial Crescent Kelowna, BC V1Y 6K3	1251 Centennial Cres Kelowna V1Y 6K3	009-536-973	Lot 22 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap88075
Paul Konrad Janke 1280 Kelglen Crescent Kelowna, BC V1Y 6K5	1280 Kelglen Cres Kelowna V1Y 6K	003-950-263	Lot 40 District Lot 137 Osoyoos Division Yale District Plan 10689
Gregory Eugene Mcdonagh 1230 Centennial Crescent Kelowna, BC V1Y 6K2	1230 Centennial Cres Kelowna V1Y 6K2	009-536-817	Lot 17 District Lot 137 Osoyoos Division Yale District Plan 10689
James Kent Stonehouse and Lillian Marie Stonehouse 209 2800 Chesterfield Avenue North Vancouver, BC V7N 4M1	1606 Richmond St Kelowna V1Y 3T7	008-512-345	Lot 38 District Lot 137 Osoyoos Division Yale District Plan 10689
Andrew Ian Macleod, Andrew Ian Macleod 1291 Centennial Crescent Kelowna, BC V1Y 6K3 Dennis Ian Macleod and Louise Linda Macleod 670 Devonian Ave Kelowna, BC V1W 5C2	1291 Centennial Cres Kelowna V1Y 6K3	009-537-091	Lot 26 District Lot 137 Osoyoos Division Yale District Plan 10689 Except Plan Kap87824
John James Prah and Lynn Isobelle Prah	1282 Kelglen Cres Kelowna V1Y 6K5	005-439-515	Lot 41 District Lot 137 Osoyoos Division Yale District

22129 Capri Centre Kelowna, BC V1Y 9N9			Plan 10689
Joan Lillian Poole 1317-129a Street Surrey, BC V4A 3Y5	1231 Kelglen Cres Kelowna V1Y 6K4	006-094-163	Lot 2 District Lot 137 Osoyoos Division Yale District Plan 10689
476462 B.C. Ltd. Inc. No. BC0476462 171 Rimrock Road Kelowna, BC V1W 4J6	1296 Centennial Cres Kelowna V1Y 6K2	009-536-728	Lot 10 District Lot 137 Osoyoos Division Yale District Plan 10689
Charmaine Rose Holitzki and Kathleen Elizabeth Holitzki 1270 Centennial Cres Kelowna, BC V1Y 6K2	1270 Centennial Cres Kelowna V1Y 6K2	009-536-752	Lot 13 District Lot 137 Osoyoos Division Yale District Plan 10689
1352151 B.C. Ltd., Inc. No. BC1352151 11186 Bond Blvd Delta, BC V4E 1M7	1319 Kelglen Cres Kelowna V1Y 6K6	009-537-244	Lot 33 District Lot 137 Osoyoos Division Yale District Plan 10689
Tessa Kathleen Dill and Torin Matthew Dill 1695 Richmond St Kelowna, BC V1Y 3T9	1695 Richmond St Kelowna V1Y 3T9	009-537-171	Lot 31 District Lot 137 Osoyoos Division Yale District Plan 10689
Nicholas Raymond Johansen and Caitlyn Frances Richardson 1220 Centennial Crescent Kelowna, BC V1Y 6K2	1220 Centennial Cres Kelowna V1Y 6K2	008-793-069	Lot 18 District Lot 137 Osoyoos Division Yale District Plan 10689
1276535 B.C. Ltd. Inc. No. BC1276535 4701 Underwood Avenue North Vancouver, BC V7K 3A9	1278 Centennial Cres Kelowna V1Y 6K2	001-928-970	Lot 12 District Lot 137 Osoyoos Division Yale District Plan 10689
Judy Peter 1271 Kelglen Crescent Kelowna, BC V1Y 6K4	1271 Kelglen Cres Kelowna V1Y 6K4	009-536-612	Lot 6 District Lot 137 Osoyoos Division Yale District Plan 10689
Jason Craig Yateman and Debra Denise Paterson 1675 Richmond Street Kelowna, BC V1Y3T9	1675 Richmond St Kelowna V1Y 3T9	009-537-201	Lot 32 District Lot 137 Osoyoos Division Yale District Plan 10689
Douglas Lake Cattle Company ULC, Inc. No. BC1519182 2620 Home Ranch Lane Douglas Lake, BC V0E 1S0	7201 Douglas Lake Rd Douglas Lake	012-983-322	District Lot 106 Kamloops Division Yale District Except Plan 39374

Wen Wang, Sales Representative 1260 Centennial Crescent Kelowna, BC V1Y 6K2	1260 Centennial Cres Kelowna V1Y 6K2	009-536-795	Lot 14 District Lot 137 Osoyoos Division Yale District Plan 10689
Briar Point Holdings Ltd. Inc. No. C1285190 504 Metcalfe Avenue Kelowna, BC V1W 5K8	1291 Kelglen Cres Kelowna V1Y 6K4	009-536-647	Lot 8 District Lot 137 Osoyoos Division Yale District Plan 10689
Lonnie Jane Froom 1281 Kelglen Crescent Kelowna, BC V1Y 6K4	1281 Kelglen Cres Kelowna V1Y 6K4	004-737-946	Lot 7 District Lot 137 Osoyoos Division Yale District Plan 10689
Tammi Lee Norrison and Matthew Bremner Thompson 1241 Kelglen Crescent Kelowna, BC V1Y 6K4	1241 Kelglen Cres Kelowna V1Y 6K4	009-536-523	Lot 3 District Lot 137 Osoyoos Division Yale District Plan 10689
1414556 B.C. Ltd. Inc. No. BC1414556 1415 Strawline Hill Street Coquitlam, BC V3E 0L5	1261 Kelglen Cres Kelowna V1Y 6K4	009-536-604	Lot 5 District Lot 137 Osoyoos Division Yale District Plan 10689
Robert Cichocki 1221 Kelglen Crescent Kelowna, BC V1Y 6K4	1221 Kelglen Cres Kelowna V1Y 6K4	009-536-515	Lot 1 District Lot 137 Osoyoos Division Yale District Plan 10689
Todd Allan Horak and Cynthia Ruth Horak 1297 Kelglen Crescent Kelowna, BC V1Y 6K4	1297 Kelglen Cres Kelowna V1Y 6K4	009-536-680	Lot 9 District Lot 137 Osoyoos Division Yale District Plan 10689

NO.
KELOWNA REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

WHITWORTH HOLDINGS
LTD.

PETITIONER

AND:

1352151 B.C. LTD and each of
the parties set out in
Schedule "A" to the Petition

RESPONDENTS

PETITION TO THE COURT



Barristers & Solicitors
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Attention: Peter J. Roberts, K.C. and Jordan Hayward

JKH