



# RealEstateBrief

Winter 2007

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In our first article, Peter Giddens, a partner in our Intellectual Property group, comments on a potential liability that landlords may face where retailers in their projects are trading in counterfeit goods. Celia Hitch then looks at how lease forms deal with damage and destruction of premises and other events that may frustrate the tenancy. In our last article, Matthew German highlights the significant changes that landlords of residential properties face as a result of the new *Residential Tenancies Act* that replaced the previous legislation on January 31, 2007.

## The Counterfeiting Problem



Peter Giddens

The sale of counterfeit goods in Canada is a growth industry that, apart from the harm it wreaks upon the rights of intellectual property owners, results in annual losses of hundreds of millions of dollars from the legitimate economy and government revenues, not to mention the serious health and safety issues it presents to consumers, particularly in the fields of electrical products and pharmaceuticals.<sup>1</sup> The International Intellectual Property Alliance in February 2006 recommended that Canada be maintained on a watch list of countries considered to have lax attitudes and laws concerning intellectual property protection, and noted the continued prevalence of counterfeit product in the Canadian retail market.<sup>2</sup> In particular, Canada is recognized as a leading nation in the surreptitious production of DVDs of pirated films sourced from hand held video recordings of movies released to Canadian theatres,<sup>3</sup> a fact which will not be lost on anyone who strolls through certain markets in Toronto, Montreal and Vancouver.

Efforts at curbing the sale of counterfeit goods have traditionally been directed at the retailers trading in the infringing products. However, intellectual property owners frustrated by the vast scale of the counterfeiting problem and the expense of dealing with multiple individual market retailers who may have no assets and often disappear before the case against them can be heard by a court have started asking the courts in various countries to find landlords liable for the infringing acts of their retail tenants. Canadian commercial landlords should take notice of this trend and conduct themselves in an appropriate manner to avoid being named as defendants in intellectual property infringement actions.

## The Louis Vuitton Cases

At the forefront of a series of recent attacks on landlords has been Louis Vuitton Malletier SA (“Louis Vuitton”), the famous French handbag designer, and a favourite target of counterfeiters. After discovering sales of counterfeit Louis Vuitton products by retailers at markets in New York, Beijing and Australia, Louis Vuitton notified the various landlords about the infringing activities of their respective leasehold tenants and asked the landlords to take steps to prevent sales of infringing products on their properties. Investigators subsequently determined that infringing sales continued out of the same locations notwithstanding the prior notifica-

tion and cease and desist requests issued to the retailers and their landlords. Louis Vuitton then proceeded to sue and named the landlords as defendants, claiming that the landlords were contributorily liable for the retailers' infringement of Louis Vuitton's intellectual property rights.

### New York

In the New York case, Louis Vuitton argued that the landlord was wilfully blind to the full extent of the ongoing infringing activities taking place on its properties and that the landlord benefited financially from the sales of the counterfeit goods through the collection of rent, amounting to a complicit "unlawful alliance" with the infringing retailer lessees. In March 2005 the U.S. District Court for the Southern District of New York issued a preliminary injunction requiring the New York landlord to: (i) evict any tenants selling counterfeit goods; (ii) submit to random inspections of the stores to identify infringers; and (iii) require tenants to sign leases in which they agree not to sell counterfeit products.<sup>4</sup>

### Beijing

In April 2006, in separate decisions, both the Beijing Higher People's Court and the Beijing Second Intermediate Court found against the persons renting to the infringing retailers in the respective Chinese cases. In the first case, the court noted that once the landlord became aware of the infringing activities, there existed an obligation on it to take action to stop the infringing activities on its premises. In failing to do so, the landlord was held to have facilitated the continuation of the infringement and the court awarded damages against the landlord.

In the second case, the non-retail defendant was not strictly speaking the landlord, but instead a sublessor who had acquired the right to the use of the premises from the owner and subsequently rented out the space to the infringing retailers. After receiving Louis Vuitton's notification concerning the infringement by the retailers, the sublessor took positive action against the retailers by having them sign a letter prohibiting the sale of unauthorized famous brand goods on the premises. Additionally, the sublessor fined some of the infringing retailers and even evicted one. However, notwithstanding the sublessor's actions, the court held the sublessor liable after being presented with evidence that the retailing of counterfeit products from those premises had continued unabated.<sup>5</sup>

*The U.S. District Court for the Southern District of New York issued a preliminary injunction requiring the New York landlord to evict any tenant selling counterfeit goods.*

### Australia

The Federal Court of Australia saw matters differently, however and, on November 7, 2006, dismissed Louis Vuitton's trademark infringement suit against the landlord of market stalls in Carrara. Louis Vuitton had alleged that the landlord had infringed the Louis Vuitton trademarks because the conduct of the infringing retailers was undertaken with the concurrence of the landlord and pursuant to their common design; with knowledge of the past infringements, the landlord permitted the infringing retailers to continue to trade at the premises with the common goal of achieving success for the market through the success of the individual retailers occupying the stalls.<sup>6</sup> However, the court was not convinced that the concept of contributory liability could be stretched to encompass the facts of the case.

In dismissing the action, the court noted that no provision of the *Trademarks Act 1995* (Australia) "extends civil liability to 'secondary' tortfeasors" and that Louis Vuitton had based its case on general principles of tort liability as opposed to any specific legislation.<sup>7</sup> The court rejected the idea that the landlord shared a common purpose with any of the infringing retailers and found instead that the purpose of the landlord was to conduct an efficient and profitable market, whereas the purpose of each retailer was the successful conduct of his or her stall.<sup>8</sup>

The court was also satisfied that, in this case, the level of infringing activities that had been previously demonstrated by some of the retailers was not such as to prevent the landlord from reasonably accepting the assurances given by all of the infringing retailers that they would not further infringe after the landlord's representatives delivered to retailers a copy of warning notices from Louis Vuitton and a memo from the landlord advising that the sale of counterfeit products was not permitted and could result in eviction. However, the court did appear to suggest that a landlord might not be entitled to rely on such assurances in cases "of the most blatant misconduct."<sup>9</sup> The court concluded by stating that in order to hold the landlord responsible for the retailers' infringements, there would have to have been a concurrence in the act or acts causing damage, not merely a coincidence of separate acts which by their conjoined effect, cause damage, and that in the present case, it would have been necessary to show that the landlord acted in concert with each infringing retailer in committing the tort.<sup>10</sup>

## The Canadian Context

Canadian law recognizes that a person not responsible for direct acts of infringement may nonetheless be liable for the infringing acts if that person: (i) controlled the infringer and authorized, expressly or by implication, the acts of infringement; (ii) induced or procured another to cause infringement; or (iii) was party to a common design, concerted action or agreed upon common action to do acts which prove to be infringements. However, the Ontario Superior Court has recognized that a party who derives benefits from an arrangement with an infringer simply by leasing them premises at which infringement occurs should not by that act alone be considered to have derived benefits from the infringing activities; an unknowing facilitator does not amount to procurement or joint tort-feasance.<sup>11</sup>

Of the three jurisdictions considered above, Canadian courts would, in a scenario similar to the *Louis Vuitton* cases, most likely adopt an approach similar to that of the Australian Federal Court when assessing the liability of landlords regarding contributory liability for the infringing acts of retail tenants. However, each case is distinguishable on its specific facts and, given the recent international trend to name landlords as joint tortfeasors, Canadian landlords are well advised to conduct themselves in a commercially responsible manner.

When leasing to commercial tenants, landlords should consider whether it is appropriate in the circumstances to obtain representations, warranties and covenants from the tenant that the tenant will not engage in acts of infringement or the sale of counterfeit goods on the premises. The landlord should also obtain appropriate indemnification in the event the landlord is forced to defend legal proceedings stemming from any infringing activities of the retailer. Additionally, the landlord should retain the right to evict the tenant for engaging in activities that constitute infringement of intellectual property rights or otherwise engaging in the sale of counterfeit goods.

Landlords, upon being notified that their tenants are engaging in infringing activities, are advised to immediately address the issue and assess the scope of the problem with assistance from legal counsel. In cases where it is concluded that the tenant's infringing activity was large in scope, or if

the chances of recidivism are likely, the landlord should explore with counsel its ability to terminate the lease. In situations in which the nature of the infringing activity was not large in scale, the landlord should communicate to the tenant in writing that the landlord does not condone such activities, reminding the tenant that such activities are prohibited on the premises and requiring that the activities immediately cease. Landlords should obtain from the tenant reasonable written assurances that the activities will not be repeated.

Landlords who choose to ignore the issue after learning of their tenants' infringing activities run the risk of winding up in court defending themselves against accusations by aggressive IP owners that the landlord was wilfully blind to continuing infringements and that such wilful blindness contributed to the damages suffered by the plaintiffs or profits earned by the infringers to the benefit of the landlord. Although the Australian Federal Court held that the respective purposes of the landlord and tenants in *Louis Vuitton* were easily distinguishable, in the case of a landlord who continues to receive rent while knowing of the illicit activities of the tenant carried out on the rented premises, it is reasonable that a court could be more easily persuaded that there was a common design and accordingly attach liability to the landlord.

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*When leasing to commercial tenants, landlords should consider whether it is appropriate in the circumstances to obtain representations, warranties and covenants from the tenant that the tenant will not engage in acts of infringement or the sale of counterfeit goods on the premises.*

1 Underwriters' Laboratories of Canada, Anti-Counterfeit Campaign, [http://www.ulc.ca/regulators/anti\\_counterfeit\\_campaign.asp](http://www.ulc.ca/regulators/anti_counterfeit_campaign.asp)

2 International Intellectual Property Alliance, *2006 Special 301: Canada*, Issued February 13, 2006

3 Ibid

4 J. Bikoff and P. Jones, "Louis Vuitton injunction: landlords liable in counterfeiting war" July 13, 2005, *World Trademark Law Report*

5 H. Tsang and F. Lam, "Chinese courts continue attack on landlords" June 21, 2006, *World Trademark Law Report*

6 *Louis Vuitton Malletier SA v. Toea Pty Ltd* [2006] FCA 1443 at paragraph 144 and 146, per Dowsett, J.

7 Ibid at paragraph 143

8 Ibid at paragraph 172

9 Ibid at paragraph 169

10 Ibid at paragraph 171

11 *Davisco International Inc. v. Protase Separations Inc. et al.* [1996] OJ No. 3914 at paragraph 4 per Lax, J. The defendant Gay Lea Foods Co-operative Limited succeeded in dismissing the claims against it for patent infringement on the basis that none of its individual acts as materials supplier, landlord and lender to the infringer were infringing activities and there was not found to be any tacit agreement between them of any combining of efforts to secure the doing of infringing acts.

## Those Frustrating Damage Provisions

### Introduction



Celia Hitch

One of the most interesting aspects of working as a commercial leasing lawyer in a law firm is that I get to see a lot of different forms of lease from many different sizes and types of landlords. Some are from entrepreneurial companies just starting out, some are from established companies with long term goals and policies relating to their real estate inventories, while others are from companies for whom their land inventories are incidental to their primary business.

At the end of the day, however, a lease is still fundamentally a lease. It covers the basic particulars of where the space is, how long the tenant will lease the space, what the tenant will pay, what the landlord's obligations are and what the tenant's obligations are for the duration of the contract.

Often, they contain similar, if not identical, concepts. Sometimes, they even contain identical wording, although they have come from different landlords.

### Many Lease Forms Updated Piecemeal

Many leases are modified and updated as needed to deal with new issues in the marketplace. However, speaking as a former in-house landlord's lawyer, the will to modify and update a lease from end to end frequently far outstripped one's ability to find the time to make it a priority! As a result, many landlords' leases are updated to incorporate the landlord's response to changes in legislation or marketplace (for instance, the significant updating across the industry in the 1990s to deal with environmental concerns), but very few of them have been examined from end to end in a very long time.

One place where some lease form tinkering has gone on without a comprehensive examination is in the provisions that set out the rights and obligations that arise in the event of damage or destruction to the premises or the building or project in which the premises are situate. This is, at best, a rather obscure part of the lease. Most people elect to be optimists in lieu of sitting down to contemplate all the potential catastrophic events which could result in using a damage and destruction provision.

Ultimately, most people assume that if something bad

happens, a solution will be worked out. Although this is probably true, a lease represents a significant economic liability and there is always a benefit to be gained from understanding the possible traps contained in a lease.

### Some Arcane Law

There is a body of law surrounding the nature of a lease which dates as far back as the 1600s. This law establishes that a lease is a conveyance of land, not a contract. To spice this issue up a bit, in the 19<sup>th</sup> century, the English courts created the equitable remedy of "frustration of contract" to allow parties to walk away from a contract which could not be performed for various reasons beyond the control of the parties.

The application of the earlier English decisions clarifying that leases are conveyances of land and not contracts meant that, even though this alluring concept of frustration of contract existed, it was impossible for a party to a lease to claim that a lease had been frustrated, regardless of whether or not the landlord was even able to provide the premises to the tenant for occupation.

It is because of this that leases contain damage and destruction provisions. Were they true "contracts," the parties would be able to rely on the doctrine of frustration of contract to

enable them to declare an end to the lease if damage were to occur, so that all parties could walk away from the lease.

### Recent (at least from the 20<sup>th</sup> century) Developments

In the 1971 case of *Highway Properties Ltd. v. Kelly-Douglas & Co. Ltd.*, the Supreme Court of Canada opened the door to the concept that a lease has a dual nature as both a conveyance of land and a contract. This view was subsequently adopted by the majority of the judges in an 1980 English House of Lords decision called *National Carriers Ltd. v. Panalpina (Northern) Ltd.* which dealt partially with whether or not the doctrine of frustration of contract could apply to a lease.

In the *National Carriers* case, the tenant alleged that its lease was a contract which had been frustrated because the tenant was unable to access the building in which the premises were con-

*Often, leases do not speak to what will happen if the building is damaged or destroyed and there is no insurance available. In such a case, the lease would simply continue and the tenant would not be relieved of its obligation to pay rent.*

tained since the municipality had closed the street it was located on for two years due to an unsafe building across the street. So, for two years the tenant was unable to get into its space to operate the business which it wished to operate there. Since the tenant was using this space as warehouse space, truck access was fundamental, otherwise the facilities were useless to the tenant.

The tenant applied to the court for an order allowing it to walk away from its lease. The court considered whether or not it was possible to invoke the frustration of contract doctrine but noted that, by the time the case had reached the court, the city had almost completed dealing with this problem and the road was about to be reopened. Even though there was a two year period in the middle of a ten year lease when the tenant could not get into its space, the court decided that the contract had not been frustrated as, in order to achieve a frustration of contract in a lease situation, it must be impossible to complete the terms of the lease for the entire remaining balance of the lease's term.

The court left open the door to the possibility that a lease could be frustrated, but it certainly set a very high standard.

### What Does This Mean?

The effect of this at present is that one must consider the damage and destruction provisions of a lease strictly outside of the doctrine of frustration and ensure that all of the words contained there deal fully with all possible situations.

One place where this becomes interesting relates to wording which has crept into leases and has become fairly widely adopted. This wording says that the damage and destruction provisions of the lease will apply where the building is damaged or destroyed by fire **or other casualty against which the landlord is insured**. Often, leases do not speak to what will happen if the building is damaged or destroyed and there is no insurance available as landlords do not want a positive obligation to rebuild in that case. Implicitly, in such a case, the lease would simply continue and the tenant would not be relieved of its obligation to pay rent. The force majeure wording in the lease might relieve the obligation to pay rent but most landlords' forms provide that, even though all other obligations will be relieved for the period during which an event of force majeure exists, the obligation to pay rent will continue regardless of the existence of an event of force majeure.

I have recently seen one form of lease where the landlord

has spotted this issue but dealt with it by saying that if the building is damaged and the damage is not insured, then the lease will continue and the tenant must continue to pay rent. From a landlord's point of view this is a satisfactory "fix," as the landlord will ensure that rent continues to be paid. From the tenant's perspective, however, this is not satisfactory at all, as the tenant continues to be obligated to pay rent but the landlord has no obligation to rebuild the premises. Arguably, this would be a great test case for the applicability of the doctrine of frustration of contract to leases, however, what landlord or tenant really wants to be a test case?

### Is There a "Fix" For This?

At the very least, a tenant would want to ensure that it has the ability to move on in an orderly manner if the landlord is unable to rebuild the building or elects not to. One possible solution is to put in a provision which allows the tenant to terminate if the loss is uninsured and the landlord elects not to rebuild. If a landlord is prepared to agree to this, a tenant should expect to see some pretty lengthy waiting periods

before the tenant can invoke the right, as landlords will need to make sure that their lenders' needs are taken care of as well.

And as to the lenders, what role do they play in this? A lender normally has the ability to retain the insurance proceeds if it chooses to and it is the landlord's job to persuade its own lender to release the proceeds so that the landlord can rebuild the building. In the example cited above, although the landlord modified its lease to deal with a situation where the damage is not insured, it has still not dealt with the situation where, even if there was insurance, its mortgagee would not release the proceeds to allow the landlord to rebuild. Was it intending to be obligated to rebuild if its lender refused to release the proceeds?

### Conclusion

Landlords who do not wish to spend time and money dealing with possible frustration of contract claims may want to re-examine their leases for potential holes in this area to see if there is some way to shore them up that does not entail the landlord destabilizing its situation with its own lender. For tenants, this is one place where a little time invested in thinking through the provisions may save a lot of "frustration" later!

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*At the very least, a tenant would want to ensure that it has the ability to move on in an orderly manner if the landlord is unable to rebuild the building or elects not to.*

## The New *Residential Tenancies Act*: What a Landlord Needs to Know

### Introduction



Matthew German

On January 31, 2007, the new *Residential Tenancies Act, 2006* (the “RTA”) will replace the *Tenant Protection Act, 1997* (the “TPA”), the legislation that has governed landlord and tenant relations in the Province of Ontario for almost a decade.

Although landlords have always been subject to substantial financial exposure under residential tenancies laws in Ontario, the new RTA will create an even more onerous and costly regulatory environment in which to operate. The provisions of the RTA will create additional difficulties for landlords in recovering capital expenditures through rent increases and will also require landlords to adopt rigorous property management procedures to avoid substantial liabilities associated with the RTA.

This article highlights the significant legislative and regulatory changes prescribed by the RTA that residential landlords should be aware of in order to be better prepared for the new landlord-tenant regime.

### New Rules for Rent Increases

Once the RTA comes into force, landlords will have increased difficulty obtaining an order authorizing an above-guideline rent increase for capital expenditures. Under the TPA, a capital expenditure was defined as an expenditure on a “major” repair, replacement or new addition, the expected benefit of which extends for at least one year. Under the new RTA regulations, the renovation, repair, replacement or addition will have to be “extraordinary or significant” in order for an above-guideline increase to be permitted, and the minimum required expected benefit will be extended to at least five years.

As well, certain types of work will be specifically excluded, including ordinary maintenance, cosmetic work and generally all work done to enhance the level of luxury of the residential complex. What will be interesting to see is how the new Landlord and Tenant Board (the “Board”) and the Courts determine what capital expenditures will be considered to be “extraordinary or significant.”

Another noteworthy difference between the TPA and the RTA is how an above-guideline rent increase which has been granted is treated. The RTA provisions will cap the total maximum increase that can be achieved by a landlord. Under the TPA, no such cap exists. The RTA imposes a cap on the total maximum increase owing to a capital expenditure at 9%, with annual increases capped at 3% over no more than three years. Unfortunately for tenants, the likely consequence of introducing this new cap is that landlords will become less willing to invest in certain capital repairs.

Under the RTA, the Board will also have the power to grant an order restricting or prohibiting a landlord from increasing a tenant’s rent in circumstances where the Board finds that the landlord has failed to comply with a work order relating to a serious breach of a health, safety, housing or maintenance standard. Section 30 of the RTA provides that, where a landlord is in breach of Section 20 of the RTA, being the obligation to keep the residential complex and units in a good state of repair, the Board may prohibit the landlord from increasing the rent, giving a notice of rent increase and prohibiting the landlord from taking any rent increase for which notice has already been given until such time as the landlord has completed the items in work orders for which the compliant period has expired.

This change in the legislation marks a return to the “Orders Preventing Rent Increases” (“OPRI”) regime previously seen under the *Rent Control Act, 1992*. Once an OPRI is issued, it will only be cancelled once the landlord has completed the work ordered.

As a result of the re-introduction of the OPRI regime, landlords may face new issues when seeking to raise rents. First, despite a lack of expertise in such matters, the Board has the unilateral power to determine the scope of any work to be completed. Second, an OPRI may result simply from allegations raised by a tenant at the hearing of a landlord’s application for a rent increase. Third, upon the issuance of an OPRI, the landlord is required to provide notice to any of its new tenants and, in such cases, the new tenant may apply to the Board to determine proper rent for a unit affected.

*Although landlords have always been subject to substantial financial exposure under residential tenancies laws in Ontario, the new RTA will create an even more onerous and costly regulatory environment in which to operate.*

Landlords should, therefore, inspect and consider the condition of their building and be prepared with evidence of such condition before contemplating an above-guideline rent increase. As well, it would be wise to include a provision in future leases requiring written notice by a tenant of any maintenance deficiencies and ensure proper “maintenance request forms” are distributed to tenants at the start of a tenancy. Proper documentation of maintenance issues could be used to answer allegations by a tenant that the landlord has breached its maintenance obligations under the RTA.

### Elimination of Default Orders

Under the TPA, the Ontario Rental Housing Tribunal was permitted to issue Default Orders if an application to terminate a tenancy was not disputed by the tenant prior to the deadline set out in the notice of hearing. However, the RTA has eliminated the Default Order provision such that all applications for eviction now proceed to hearing regardless of whether a tenant disputes the application.

As a result, the Board will likely become much busier, which may result in longer waiting periods for landlords before proceeding to hearing. Once the hearing date arrives, the landlord must be ready to prove the merit of its application to the Board. Ultimately, this change may well result in a more costly and time consuming process for evicting a tenant in default.

*Providing tenants with the ability to raise any issue in response to an eviction application will create risk and uncertainty for landlords that wish to evict tenants who are in default.*

### Section 82 Defences by Tenants

From a landlord’s perspective, one of the most oppressive new provisions of the RTA is the introduction of certain defences found in Section 82 of the RTA. Section 82 provides a tenant with the right, upon a landlord’s application for arrears of rent and eviction, to raise any issue that could be the subject of an application made by a tenant under the RTA. This means exposure for landlords to any number of potential claims by a tenant during an eviction application. There is also no obligation under the RTA for the tenant to give notice of the issues they intend to raise. Therefore, a landlord may be caught off-guard by various claims at the time of the hearing.

If the landlord applies for an order for arrears of rent, without eviction, the tenant is not able to take advantage of the Section 82 defences. However, it is often the threat of

eviction that gives the landlord the leverage needed against a tenant in default.

Providing tenants with the ability to raise any issue in response to an eviction application will create risk and uncertainty for landlords that wish to evict tenants who are in default.

### Fast Track Evictions

Although most of the new provisions in the RTA appear to be more favourable to tenants, the ability of landlords to fast-track evictions is a new provision, which is favourable to landlords. The RTA allows a termination date of 10 days after service of notice in a situation where the tenant is accused of impairing the safety of others, being involved with illegal drugs or willfully damaging the rental unit. However, the RTA goes further and allows the Board to set a termination date that is earlier than the date set out in the notice of termination and allows the Board to request the Sheriff to expedite enforcement.

For those landlords who live in a building containing no more than three residential units, the RTA now provides these landlords with assistance in evicting a tenant whose conduct substantially interferes with the reasonable enjoyment of the building. Not only might a landlord provide a termination date 10 days after the service of the notice, but also the landlord is no longer required to provide the tenant with a chance to correct the situation as has always been the case in previous legislation.

### Conclusion

From a landlord’s perspective, the RTA will likely make life more difficult. Not only will it become costlier for landlords to assert their rights under the RTA, but they will also become exposed to possible rent freeze orders and other financial risks when complying with the RTA. Although these new measures are meant to benefit tenants, there is a risk that these changes may result in a decrease in the supply and quality of rental housing in Ontario.

Landlords should familiarize themselves with the RTA as soon as possible and ensure they have solid property management procedures in place to navigate the new changes to be introduced by this legislation.

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## News & Events

### News

September 29, 2006 – Great Canadian Gaming Secures \$450M in Financing & Redeems Series A and Series B Secured Notes

On September 29, 2006, Great Canadian Gaming completed \$450 million in short-term financing and redeemed \$300 million in Series A and Series B Secured Notes. The Company funded the redemption through its new \$450 million credit facility consisting of two components with one-year terms: a \$250 million non-amortizing facility and a \$200 million revolving facility.

Lang Michener LLP advised Great Canadian Gaming on this transaction. Lead counsel was **Desmond Balakrishnan** (Corporate) with a team including **John Morrison** (Real Estate and Banking), **David Ross** (Real Estate and Banking), **Stacey Handley** (Real Estate and Banking), **James Bond** (Corporate and Intellectual Property), **Christine Mingie** (Corporate and Gaming) and **Graham Matthews** (Real Estate and Banking).

### Events

The Six-Minute Commercial Leasing Lawyer: Presented by the Law Society of Upper Canada

February 21, 2007, 9:00 a.m.–12:30p.m.  
Donald Lamont Learning Centre,  
The Law Society of Upper Canada,  
130 Queen Street West, Toronto, ON

Lang Michener Speakers:

**William (Bill) Rowlands** – Older Buildings: Special Issues  
**Celia Hitch** – Breach of Exclusives and Uses

For more information or to register, please visit <http://ecom.lsuc.on.ca/cle>

ICSC Canadian Law Conference

March 1–2, 2007  
Plenary Session, 3:15–4:30 p.m.  
Sutton Place Hotel  
955 Bay Street, Toronto, ON

Lang Michener Speaker:

**Celia Hitch** – Tenant Self-Insurance: When is it appropriate?

For more information or to register, please visit [www.icsc.org](http://www.icsc.org)

Commercial Real Estate Leases Presented by Federated Press

March 26 & 27, 2007  
Toronto Hilton Hotel  
145 Richmond Street West, Toronto, ON

Lang Michener Speaker:

**William (Bill) Rowlands** – Assignment and Sublease Negotiations

For more information or to register, please visit [www.federatedpress.com](http://www.federatedpress.com)

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