

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DIANNE LEONA QUINN

Plaintiff

and

VAULT HOME CREDIT CORPORATION and JOHN DOE

Defendants

**AMENDED STATEMENT OF DEFENCE OF
VAULT HOME CREDIT CORPORATION**

1. The Defendant, Vault Home Credit Corporation (“**Vault**”), denies all of the allegations contained in the Amended Statement of Claim, unless expressly admitted herein.

OVERVIEW

2. Vault provides loans to Canadian consumers for home improvement upgrades, including HVAC equipment and windows. These loans are quick and affordable, with no upfront payments, low monthly payments, and interest rates significantly lower than other financing mechanisms, including credit card debt. Consumers can choose to repay these loans in full, without penalty, at any time.

3. At all times, Vault acts ethically and lawfully, including by complying with all applicable Canadian consumer protection legislation. Vault’s Loan Agreements and other disclosure documents disclose all necessary information and do not include any misleading statements, whether with respect to fees or other costs, or otherwise.

4. Vault is solely a financing company. Vault does not sell, lease, or install any equipment in consumers' homes. Rather, arms-length third-party dealers of home improvement equipment—who are not Vault's agents, employees, contractors, partners, or joint venturers—are the parties who speak with customers, discuss potential home improvement upgrades, and install the upgrades in the customer's home. Vault conducts a thorough assessment of these companies before entering into any kind of agreement with them, takes various steps during the life of the relationship to ensure ethical and lawful behaviour, and terminates dealers if and when it learns that they have a pattern of not acting ethically and lawfully.

5. Vault also has procedures in place to protect customers, including, among other things, providing customers with various documentation explaining their legal rights and conducting pre-funding calls to customers in certain circumstances to ensure that such customers intended to enter into their loan agreements with Vault on the terms and conditions agreed to.

6. Vault is not liable to the representative plaintiff or putative class members, as alleged in the Amended Statement of Claim. This action should be dismissed.

THE PARTIES

7. Vault is a company incorporated pursuant to the laws of the Province of Ontario. Vault provides open consumer loans to consumers to allow them to purchase home improvement upgrades—like HVAC equipment, windows, and waterproofing services—at no upfront cost. Vault acts solely as a lender and does not sell, install, or repair home improvement equipment.

8. The representative plaintiff, Dianne Leona Quinn, is an individual residing in Ontario. Ms. Quinn purchased equipment from Provincial Smart Home Services (“**Provincial**”), which was financed by a loan from Vault. Ms. Quinn later defaulted on her loan under that loan agreement.

9. This proposed class action is brought on behalf of “[a]ll individuals who are or were at any time, directly or indirectly, party to a Loan Agreement with the defendant, Vault, through a Dealer intermediary for HVAC, pools and spas, windows and doors, water treatment, roofing and exteriors, home renovations, and similar goods and services.”

VAULT’S BUSINESS GENERALLY

10. Vault is a 100% Canadian owned business. Since commencing operations in 2021 through mid-2025, Vault issued over \$250,000,000 in consumer loans to approximately 15,000 customers across Canada. These loans can be paid out in full, without any penalty, by consumers at any time. As of mid-2025, over 8,000 of these customers have paid out their loans with Vault without issue and without penalty, and about 6,000 of these loans are active and being repaid without issue.

11. Vault allows homeowners to access energy efficient home improvement equipment and services by offering loans with low monthly payments and interest rates substantially lower than credit cards. In doing so, Vault makes borrowing affordable and facilitates the uptake of energy efficient equipment that can lower home operating costs and contribute to environmental sustainability. Vault’s loans are also approved quickly as compared to loans from financial institutions, thereby providing Canadians with the flexibility to make urgent upgrades.

12. In general terms, Vault’s business operates as follows:

- (a) Vault enters into agreements with arms-length third-party dealers of home equipment (each, a “**Dealer**”), pursuant to which Vault agrees to offer financing to those Dealers’ customers if certain conditions are met, including that the Dealers act lawfully. These Dealers are not Vault’s agents, as alleged in the Amended

Statement of Claim, nor are they Vault's employees, contractors, partners, or joint venturers;

- (b) The Dealers communicate directly with customers regarding their home improvement needs and the costs of any home equipment improvement. Vault plays no role in this process;
- (c) If the customer wishes, they can choose to finance the costs of any equipment through Vault, in which case they will complete a loan application with the Dealer that will be provided to Vault with a copy of the customer's identification. Alternatively, customers can enter their loan application details directly into Vault's lending portal;
- (d) If Vault determines that the customer is appropriate, Vault will generally send the customer a loan agreement (each, a "**Loan Agreement**") by email for review and by e-signature platform for execution, and the customer will be provided with a copy of the signed Loan Agreement by email after execution. In very rare cases where Vault is not provided with the customer's email, the customer will execute the Loan Agreement with the Dealer and receive by mail a welcome package including a copy of the Loan Agreement;
- (e) The Dealer will then install the equipment at the customer's home and provide Vault with certain additional documentation, including an invoice, a signed Certification of Completion (where appropriate), a void cheque or pre-authorized debit form, government issued identification, and in Ontario, a Consumer Protection Act form (described in greater detail below); and

- (f) Vault will perform a final assessment of the loan, and in some cases, contact the customer by telephone to confirm that they wish to proceed with the transaction.

13. The above reflects Vault's general business process, though it may vary to some extent in particular circumstances.

VAULT WORKS WITH DEALERS TO PROVIDE HOME IMPROVEMENT EQUIPMENT

14. Vault does not sell equipment to customers. Rather, Dealers communicate with the individuals who ultimately become Vault's customers. Vault does not and cannot directly monitor or actively supervise the representations that Dealers make to the customers. As a result, Vault generally takes steps to increase the likelihood that these Dealers act ethically and lawfully, including, where appropriate, by:

- (a) Performing a thorough assessment of companies before approving them as Dealers, including by ensuring that these companies are financially sound, legally compliant, reputable, properly trained, and not fly-by-night companies, unless the Dealers are referred to Vault in a way that obviates the need for this assessment;
- (b) Taking steps during the life of the agreement to try to ensure appropriate behaviour by Dealers, including by preventing Dealers from using any door-to-door sales techniques with customers, reviewing all materials provided by the Dealer to Vault, and maintaining an open line of communication;
- (c) Making use of contractual remedies to, among other things, withhold payments from Dealers or require that Dealers immediately repay any amounts provided to it for a given transaction; and

- (d) Terminating Vault's relationship with Dealers if and when it learns that such Dealers are not acting ethically or lawfully.

15. There is no doubt that there have been some bad actors among HVAC dealers historically, as there are in most industries involving sales. However, Vault's policies and procedures, including as described above, are designed to prevent such bad actors from causing harm to consumers, including in a manner contrary to the *Consumer Protection Act*, so that Vault can continue to provide important services to homeowners.

VAULT ENTERS INTO LOAN AGREEMENTS WITH CUSTOMERS

16. Once a customer has decided to purchase home improvement equipment from a Dealer, that customer can decide whether they want to finance the cost of that equipment through Vault to avoid any upfront payments. If so, the Dealer will provide Vault with the customer's loan application and identification, and Vault will thoroughly review this documentation to evaluate the initial request.

17. If Vault approves the customer at this stage, Vault will generally provide the customer with a copy of the Loan Agreement via email and by e-signature platform. If the customer is in agreement with the terms, the customer will execute that Loan Agreement electronically. Upon execution, a fully signed copy will be automatically delivered to the customer's email address. If no email address is provided for the customer, the customer will execute the Loan Agreement with the Dealer on Vault's lending portal and Vault will send by mail a welcome package that includes a copy of the Loan Agreement and a welcome letter. Vault specifically denies the allegation in the Amended Statement of Claim that customers are not provided with copies of these Loan

Agreements. Vault also denies that these Loan Agreements are fraudulent or originated through deception, as alleged.

18. Vault's Loan Agreements provide, among other things, that customers pay a monthly fee for a set period of time. Vault's Loan Agreements also set out the monthly payments, frequency of payments, annual interest rate, loan term, amortization period, administrative fee, deferral plan, total cost of borrowing, and all other potentially applicable fees. Vault denies that its Loan Agreements misrepresent the true cost of borrowing or fail to disclose any fees, or other material information, as alleged in the Amended Statement of Claim. Vault further denies that any fees disclosed in its Loan Agreements are contrary to any Canadian consumer protection legislation, as alleged in the Amended Statement of Claim.

19. Importantly, all consumer loans with Vault can be paid off without penalty at any time. Upon such repayment, Vault only requires payment of the outstanding principal balance of the loan plus any accrued interest and any applicable NSF fees or late payment fees that may have been incurred. Vault does not impose any additional fees, penalties, or charges for early repayment of its loans.

20. Following the execution of the Loan Agreement, the Dealer will generally install the home improvement equipment and provide Vault with an invoice, a signed Certificate of Completion (where appropriate), and a Consumer Protection Act form. Vault will review this documentation and perform a final assessment of the loan.

VAULT'S PROCEDURES TO PROTECT CUSTOMERS

21. In addition to the steps Vault takes to ensure appropriate Dealer conduct, Vault takes additional steps to ensure that customers who enter into Loan Agreements intend to enter into those agreements on the terms and conditions agreed to. Among other things, Vault:

- (a) Ensures that customers receive and sign a Customer Acknowledgement, which explains that Vault's role is limited to providing the loan and that Vault has no liability or responsibility relating to any home improvement equipment;
- (b) Ensures that customers receive a Consumer Protection Act form that explains, among other things, the customer's statutory 10-day "cooling off period", during which the customer has the right to rescind the agreement, and the fact that door-to-door solicitation is unlawful;
- (c) Confirms customer signatures through e-signature certificates;
- (d) Conducts pre-funding calls for loans for some customers. At present, Vault conducts prefunding calls where either (a) the loan value exceeds \$25,000 or (b) a loan is made to a customer aged 70 years or older, to ensure that such customers intend to enter into the relevant Loan Agreements on the specific terms and conditions agreed to; and
- (e) Sends welcome letters to customers after they enter into Loan Agreements that provide a summary of the key terms of the loan.

VAULT UNDERTAKES APPROPRIATE COLLECTION EFFORTS

22. Vault is a financial lender and relies on the repayment of its loans to make money. Accordingly, Vault must take steps to collect from customers that stop repaying their loans.

23. Vault tries to work with customers that fall behind on their loan payments, including by developing affordable payment plans. If customers remain willing to work with Vault to repay their loans, Vault generally avoids litigation or other more formal collections efforts. However, if customers do not remain in contact with Vault or decide to stop repaying their loan, Vault will often take steps to try to collect amounts owing. These steps include, among other things, making phone calls, sending emails and letters, and in rare cases, starting litigation. Vault denies that its collection practices are coercive, as alleged in the Amended Statement of Claim.

24. In the past, Vault would register a Notice of Security Interest (a “**NOSI**”) on customer homes to notify other persons that Vault had a security interest in the home improvement equipment in the home. Vault registered these NOSIs to take steps to protect the security interest associated with its consumer loans and did not use them as a collections measure, as alleged in the Amended Statement of Claim.

25. On June 6, 2024, the Ontario *Homeowner Protection Act* banned the use of consumer NOSIs in Ontario. Accordingly, in Ontario, Vault no longer registers NOSIs on customer homes, and all registered NOSIs in Ontario are deemed expired. In certain other Provinces, Vault continues to register NOSIs on customer homes but still does not use these NOSIs as a collection mechanism. Vault denies that such NOSIs are an instrument of consumer extortion, as alleged in the Amended Statement of Claim.

MS. QUINN DEFAULTS ON HER LOAN AGREEMENT WITH VAULT

26. According to Vault's records, in or around early October 2023, Ms. Quinn invited a representative from Provincial to her home to purchase home improvement equipment.

27. On October 7, 2023, Provincial provided Vault with a loan application from Ms. Quinn and a copy of Ms. Quinn's driver's licence. ~~According to Vault's records, Provincial also generated a Loan Agreement between Ms. Quinn and Vault on Vault's lending portal on this day.~~

28. Vault approved Ms. Quinn's loan after performing a background check on Ms. Quinn, including by reviewing her loan application, identification, FICO score, credit bureau rating, and overall financial status. Based on this background check, Vault concluded that Ms. Quinn was an appropriate customer. Vault has no knowledge of the representations that were made by Provincial to Ms. Quinn, including with respect to any rebates or reduced utility bills, as alleged in the Amended Statement of Claim. Vault also has no knowledge as to whether Ms. Quinn received any rebates.

29. According to Vault's records, on or around October 9, 2023, Ms. Quinn signed a Loan Agreement with Vault. Contrary to the allegations in the Amended Statement of Claim, Vault denies that anyone from Vault forged Ms. Quinn's signature. Ms. Quinn signed a Loan Agreement that was generated on Vault's lending portal and provided to her by Provincial. Loan Agreements will occasionally be signed in this way where Vault is not provided with the customer's email.

30. According to Vault's records, on or around October 16, 2023, Provincial uploaded Ms. Quinn's Loan Agreement to Vault's lending portal and installed Ms. Quinn's equipment (including a ductless heat pump, carbon filter, UV water filter, and attic insulation and sealing). Provincial then provided Vault with an invoice and a signed Consumer Protection Act form. Vault denies that

Ms. Quinn's UV water filter was never installed, as alleged in the Amended Statement of Claim, and to the extent that this allegation is true, Vault has no knowledge of the same.

31. Still on October 16, 2023, and prior to funding, Vault also called Ms. Quinn, and Ms. Quinn confirmed that she received a copy of the Loan Agreement, understood its terms, and was happy with the installation of the purchased equipment. Ms. Quinn noted that the UV water filter had not yet been installed but indicated that she was okay to proceed with funding. Vault also sent Ms. Quinn a welcome package including the signed Loan Agreement and a welcome letter detailing the terms and conditions of the loan. Vault never received any response to this welcome package or any further complaint that the UV water filter ~~Filter~~ was not installed.

32. Ms. Quinn made payments under the loan from November 2023 until September ~~October~~ 2024, after which point ~~when~~ she stopped making payments and sought to rescind her Loan Agreement. Vault tried to work out an alternate arrangement with Ms. Quinn, but no such agreement could be reached. Ms. Quinn's Loan Agreement has not been terminated and remains in effect.

33. Subsequently, in April 2025, Ms. Quinn commenced this putative class action. To the best of Vault's knowledge, Ms. Quinn is still using the home improvement equipment she received from Provincial.

VAULT COMPLIES WITH ALL APPLICABLE CONSUMER PROTECTION LEGISLATION

34. Vault denies that it has breached the Ontario *Consumer Protection Act* or any other Canadian consumer protection legislation, as alleged in the Amended Statement of Claim.

35. To the extent that any Canadian consumer protection legislation applies to Vault and its Loan Agreements, Vault complies with all such legislation. Among other things, Vault's Loan Agreements disclose all relevant information required by Canadian consumer protection legislation, including relating to the cost of borrowing and any fees. Moreover, Vault has no agency relationship with any Dealers and takes steps to ensure ethical and lawful Dealer conduct, as described above.

36. Vault denies that it is a "supplier" under the Ontario *Consumer Protection Act* and/or any other Canadian consumer protection legislation, as alleged in the Amended Statement of Claim. Vault acts solely as a financial lender and does not supply any goods or services. Vault is not in an agency relationship with any Dealers. As such, Vault does not enter into direct agreements and/or remote agreements under any Canadian consumer protection legislation, and the statutory requirements relating to such agreements do not apply to Vault or to its Loan Agreements. In any event, if such requirements do apply, which is denied, Vault complies with all applicable requirements.

37. Vault denies that it enters into supplier credit agreements under the Ontario *Consumer Protection Act* and/or any other Canadian consumer protection legislation as alleged in the Amended Statement of Claim. Vault is not a supplier or an associate for a supplier. As a result, Vault is not required to comply with the statutory requirements relating to supplier credit agreements. In any event, if Vault does enter into supplier credit agreements, which is denied, Vault complies with all applicable requirements relating to such agreements. Among other things, Vault's loan agreements disclose all relevant information as required by Canadian consumer protection legislation, and do not misrepresent any material information, including relating to the

cost of borrowing or to any fees. To the extent that Vault makes any representations to its customers, those representations comply with Canadian consumer protection legislation.

38. Vault also denies that it enters into credit agreements under any Canadian consumer protection legislation. Among other things, Vault is not a lender or a joint supplier under such legislation, and its customers are not borrowers. In the alternative, if Vault enters into credit agreements, which is denied, Vault complies with all requirements relating to credit agreements under all applicable legislation. Among other things, Vault's Loan Agreements disclose all required information in the manner prescribed by the relevant legislation. Vault's Loan Agreements are binding, and Vault denies that its customers are entitled to a recovery of any amounts owed, as alleged in the Amended Statement of Claim or at all. Vault also denies that its customers are entitled to rescind or cancel their Loan Agreements, as alleged in the Amended Statement of Claim.

39. Vault denies that it has engaged in any unfair practices under any Canadian consumer protection legislation, as alleged in the Amended Statement of Claim.

40. Vault has not misrepresented or failed to disclose any material information that it was required to disclose, in its Loan Agreements or elsewhere, including with respect to any fees or other amounts to be paid under the Loan Agreements. Vault plays no role in determining the price of the home improvement equipment purchased by its customers and has no agency relationship with the Dealers that do so. Despite this separation, Vault takes steps to protect its customers and ensure that the Dealers it works with are acting lawfully.

41. Vault denies the allegations in the Amended Statement of Claim that its customers are ignorant and unable to understand the nature of Vault's loan agreements. All of Vault's customers

have other loans, including mortgage loans and credit cards, and are aware of how loans work. All customers have credit scores and significant borrowing histories. Moreover, Vault's customers enter into Loan Agreements precisely to get a loan to finance the purchase of new home improvement equipment without upfront payments, among other things.

VAULT'S LOAN AGREEMENTS ARE NOT UNCONSCIONABLE OR INVALID

42. Vault denies that its Loan Agreements are unconscionable or otherwise invalid as alleged in the Amended Statement of Claim.

43. There is no power imbalance as between Vault and its customers. Vault's customers are always in a position to protect their interests in the contracting process, including by reviewing the Loan Agreement (which discloses all material information) and/or by finding alternative financing for their home improvement equipment purchase. In this regard, Vault denies that its customers were required to sign the Loan Agreements to obtain home improvement equipment from Dealers, or that its customers were pressured into signing such agreements, as alleged in the Amended Statement of Claim.

44. Vault's customers are also entitled to rescind their purchases as applicable including, in Ontario, during the 10-day "cooling off" period. This is explained to Ontario customers in the Consumer Protection Act form which Dealers are required to provide to customers. Customers are in a position to obtain legal and/or other advice during this time.

45. Vault denies that its customers are vulnerable, as alleged in the Amended Statement of Claim. In any event, to the extent that some of its customers are vulnerable, Vault takes precautions to ensure that customers intend to enter into the Loan Agreements on the terms agreed to.

46. Vault denies that its Loan Agreements are improvident. Vault's loans allow customers to purchase new energy-efficient equipment quickly and at no upfront cost, with low monthly payments and interest rates that are significantly lower than those of a credit card. To the best of Vault's knowledge, most of these customers still use the home improvement equipment they financed with Vault's loans. Moreover, the terms and conditions of these loans are clearly set out in the Loan Agreements, including with respect to any fees, and Vault is not involved in determining what equipment its customers need or the price of that equipment.

47. Vault denies that it has any systematic control over and/or knowledge of the Dealer's conduct, as alleged in the Amended Statement of Claim. As described above, Dealers are arms-length third-party companies that are not Vault's agents, employees, contractors, partners or joint venturers. While Vault does impose contractual requirements on Dealers to take certain steps, Vault has no control over and does not and cannot actively supervise or manage Dealers in connection with those Dealers' actions vis-à-vis customers.

VAULT DID NOT ENGAGE IN ANY CONSPIRACY OR COMMON DESIGN

48. Vault denies that it engaged in any unlawful means or predominant purpose conspiracy, or in any common design, with its Dealers, as alleged in the Amended Statement of Claim.

49. With respect to the unlawful means conspiracy, Vault denies that it acted in combination with any Dealers, which are arms-length, third-party companies that have no agency relationship with Vault. Among other things, Vault's agreements with its Dealers contain explicit mechanisms to protect customers, and Vault has various other procedures intended to do the same thing. To the extent that any Dealer misconduct occurs, such misconduct occurs despite Vault's best efforts to

prevent misconduct, rather than as part of any agreement with Vault or otherwise with Vault's assistance.

50. For the many reasons set out in this Statement of Defence, Vault denies that: (a) it committed any unlawful acts; (b) it knew or ought to have known that that these unlawful acts would cause harm to its customers; and (c) its unlawful acts caused harm to its customers. Vault acts lawfully and takes steps to ensure that its Dealers do as well, to prevent harm to its customers.

51. Vault denies that it engaged in a predominant purpose conspiracy and/or common design. Vault has never acted, alone or with any Dealers, with a predominant purpose to injure its customers, nor has it ever assisted its Dealers in carrying out any alleged unlawful activity. In this regard, Vault denies the plaintiff's allegation in the Amended Statement of Claim that Vault turns a "blind eye" to Dealer misconduct, or that it incentivized unlawful Dealer conduct. Unlawful Dealer conduct is harmful to Vault's customers, and to Vault's reputation in the market, and Vault does everything it can to prevent such unlawful conduct.

VAULT DID NOT BREACH THE COMPETITION ACT

52. Vault denies that it breached section 52, or any other section, of the *Competition Act*, whether by knowingly or recklessly making any false or misleading representations about any material terms of its Loan Agreements or otherwise. Among other things, Vault's Loan Agreements accurately disclosed all materials terms and conditions, including relating to any fees and to the cost of borrowing, and Vault does not play any role in determining the equipment purchased by its customers, or the cost of that equipment.

53. In the further alternative, if Vault did breach the *Competition Act* in any manner, which is denied, the plaintiff is not entitled to damages or to the costs of investigation and prosecution under section 36 of the *Competition Act*.

VAULT WAS NOT UNJUSTLY ENRICHED

54. Vault denies that it has been unjustly enriched.

55. Vault denies that the representative plaintiff or any putative class members have been subject to a deprivation.

56. In any event, if Vault has been enriched, and if the representative plaintiff or any putative class members have suffered a corresponding deprivation, which is denied, there is a juristic reason for any such enrichment. Vault provides loans to its customers through Loan Agreements, which are valid and enforceable contracts, contrary to the allegations in the Amended Statement of Claim. In doing so, Vault plays an important role in Canada's home improvement landscape by helping homeowners afford new and energy-efficient home improvement equipment at no upfront cost, with low monthly payments and interest rates lower than those on a credit card. Any enrichment received by Vault is pursuant to this juristic reason.

MANY PUTATIVE CLASS MEMBER CLAIMS WILL BE LIMITATIONS-BARRED

57. To the extent that any customers have claims against Vault, which is denied, many of those claims are limitations-barred under Canadian limitations period legislation. Vault has been providing consumer loans to its customers since 2021. The plaintiff commenced this proposed class action on April 15, 2025. To the extent that any of Vault's customers have claims against

Vault, many of these customers discovered their claims before April 2023, if not significantly earlier.

58. Vault denies the allegation in the Amended Statement of Claim that the representative plaintiff and the putative class members could not have discovered their claims until this action was commenced, including because of any fraudulent concealment. Vault did not conceal (fraudulently or otherwise) any unlawful conduct in a manner that prevented putative class members from discovering their claims.

THE LOAN AGREEMENTS SHOULD NOT BE RESCINDED

59. Vault denies that the Loan Agreements are unenforceable and/or invalid, whether pursuant to any Canadian consumer protection legislation or otherwise, as alleged in the Amended Statement of Claim. As a result, the Court should not rescind and/or cancel the Loan Agreements, nor should the Court declare that the Loan Agreements are not binding. Similarly, the representative plaintiff and/or putative class members are not entitled to a refund of or relief from any amounts paid made under the Loan Agreements.

THE PUTATIVE CLASS MEMBERS ARE NOT ENTITLED TO DISGORGEMENT

60. Vault denies that it should be ordered to disgorge any profits made from its loans to consumers. Vault has not engaged in any unlawful conduct, whether pursuant to Canadian consumer protection legislation or otherwise, and has at all materials times played an important role in the home improvement landscape by allowing homeowners to afford new energy-efficient home improvement. In this regard, Vault further denies that the representative plaintiff and putative class members derived no value from their loans with Vault, as alleged in the Amended Statement of Claim.

61. If Vault did engage in any unlawful conduct, which is denied, disgorgement is not an appropriate remedy for that unlawful conduct. Disgorgement is an exceptional remedy only available in circumstances where other remedies are inadequate, and is not appropriate in the present circumstances.

THE PUTATIVE CLASS MEMBERS ARE NOT ENTITLED TO RESTITUTION

62. As described above, Vault has not been unjustly enriched, acted contrary to any Canadian consumer protection legislation, or otherwise acted unlawfully. As a result, Vault should not be required to make restitution to the representative plaintiff or putative class members. In the alternative, even if Vault has acted in this way, which is denied, restitution is still not an appropriate remedy, whether for the reasons described in the Amended Statement of Claim or otherwise.

THE PUTATIVE CLASS MEMBERS ARE NOT ENTITLED TO INJUNCTIVE RELIEF

63. Vault denies that there is any basis upon which to grant any permanent or interlocutory injunctive relief, as alleged in the Amended Statement of Claim or at all. Among other things, Vault has acted at all times lawfully and in accordance with Canadian consumer protection legislation.

THE PUTATIVE CLASS MEMBERS DID NOT SUFFER ANY DAMAGES

64. Vault denies that the representative plaintiff or any putative class members suffered any damages, whether pursuant to any Canadian consumer protection legislation, at common law, or otherwise. In the alternative, if the representative plaintiff or putative class members suffered any damages, which is denied, Vault did not cause or contribute to those damages. In the further alternative, if Vault did cause or contribute to any damages, which is denied, those damages are

excessive, exaggerated, too remote, and fail to account for the home improvement equipment retained by the representative plaintiff and putative class members.

65. Vault denies that the representative plaintiff or any putative class members are entitled to punitive, aggravated and/or exemplary damages, whether under Canadian consumer protection legislation or otherwise, as alleged in the Amended Statement of Claim. Among other things, Vault has not engaged in any wilful, deliberate or high-handed conduct, or any other conduct meriting such damages.

66. Vault denies that any damages should be held in a litigation trust pursuant to sections 25 or 26 of the *Class Proceedings Act*. This relief is neither necessary nor appropriate in the circumstances, and would prejudice Vault.

THE PUTATIVE CLASS MEMBERS ARE NOT ENTITLED TO OTHER MISCELLANEOUS RELIEF

67. For the reasons set out in this Statement of Defence, Vault denies that the Court should relieve the representative plaintiff and putative class members from their debt or conduct an equitable accounting, as alleged in the Amended Statement of Claim. Vault further denies that the representative plaintiff and putative class members are entitled to any other relief sought in the Amended Statement of Claim.

NOT SUITABLE FOR CLASS PROCEEDING

68. Vault denies that this action is suitable for a class proceeding. The criteria for certification under s. 5(1) of the *Class Proceedings Act*, S.O. 1992, c. 6 have not been met. Among other things, and without limitation, to the extent the representative plaintiff or any putative class members were subject to any unlawful conduct which might provide them with a remedy (which is denied), such

unlawful conduct is highly idiosyncratic to the particular circumstances of particular customers and particular Dealers and is not common among the class.

69. Vault reserves the right to amend this Statement of Defence if the action is certified as a class proceeding in order to respond to the action as certified, if at all.

STATUTES

70. Vault pleads and relies upon:

- (a) *The Consumer Protection Act*, 2002, SO 2002, c 30, Sched. A; O Reg 17/05; O Reg 8/18; *Consumer Protection Act*, RSA 2000, c C-26.3; *Business Practices and Consumer Protection Act*, SBC 2004, c 2; *The Business Practices Act*, CCSM c B120; *The Consumer Protection Act*, CCSM c C200; *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1; *Business Practices Act*, RSPEI 1988, c B-7; *Consumer Protection Act*, RSPEI 1988, C-19; *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2, c C-46; *Consumer Protection Act*, CQLR c P-40.1; and *Consumer Protection Act*, RSNS 1989, c 92;
- (b) *Limitations Act*, RSA 2000, c L-12; *Limitation Act*, SBC 2012, c 13; *The Limitations Act*, SM 2021, c 44; *Limitation of Actions Act*, SNB 2009, c L-8.5; *Limitations Act*, SNL 1995, c L-16.1; *Limitation of Actions Act*, SNS 2014, c 35; *Limitations Act*, 2002, SO 2002, c 24, Sch. B; *Statute of Limitations*, RSPEI 1988, c S-7; *Civil Code of Quebec*, SQ 1991, c 64; and *The Limitations Act*, SS 2004, c L-16.1; and
- (c) *Class Proceedings Act*, 1992, SO 1992, c 6.

71. Vault asks that this action be dismissed with costs. (Set out in separate, consecutively numbered paragraphs each allegation of material fact relied on by way of defence.)

~~November 11, 2025~~
December 9, 2025

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DIANNE LEONA QUINN
Plaintiff

-and- VAULT HOME CREDIT CORPORATION et al.
Defendants

Court File No. CV-25-00034796-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT WINDSOR

**AMENDED STATEMENT OF DEFENCE OF
VAULT HOME CREDIT CORPORATION**

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