



Court File No. **VLC-S-S-262676**

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

[REDACTED]

PLAINTIFFS

AND:

1331603 B.C. LTD., doing business as WHITETAIL HOMES,
WHITETAIL HOMES LTD., and LUC GOSSELIN

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

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

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Nature of Claim

1. The within proposed class proceeding arises from the unlawful conduct of the Defendants, 1331603 B.C. LTD., doing business as, WHITETAIL HOMES (“**1331603**”), WHITETAIL HOMES LTD. (“**Whitetail**”), and/or LUC GOSSELIN (“**Gosselin**”), in relation to the sale of pre-sale development units in a mixed-use, multi-family residential and commercial development on lands located at 20769 Fraser Highway, in the City of Langley, in the Province of British Columbia (the “**Development**”).

2. In particular, the Defendants, 1331603, Whitetail and/or Gosselin, as the developers, filed with the British Columbia Superintendent of Real Estate and subsequently issued a required disclosure statement, dated June 23, 2023 (the “**Disclosure Statement**”) to purchasers, including the Plaintiffs and putative class members, that misrepresented a material fact, contrary to the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41 (“**REDMA**”), by representing that the land on which the Development is being constructed does not lie within an area that may be subject to flooding, which was false, inaccurate and misleading.

3. At all material times to the cause of action herein, and as early as September 2021, the Defendants knew, or ought reasonably to have known, that the lands of the Development were located within a floodplain and are subject to the City of Langley’s (“**City**”) Floodplain Elevation Bylaws Nos. 2768 and 3232, and that this information constituted a material fact that reasonably affected the value, price, or use of the pre-sale development units in the Development.

4. Despite that knowledge, the Defendants, 1331603 and Gosselin, provided the Disclosure Statement containing the misrepresentation of the floodplain designation of the lands of the Development

to all purchasers of the pre-sale development units in the Development, including the Plaintiffs and putative class members, which they knew was false, inaccurate and misleading.

5. The Plaintiffs and putative class members purchased pre-sale development units in the Development and paid deposits in reliance on the representations made by the Defendants, 1331603 and Gosselin, in the Disclosure Statement, in particular, that the lands of the Development are not located within a floodplain.

6. The Disclosure Statement was amended on four separate occasions:

- (a) the first amendment was made on February 16, 2024;
- (b) the second amendment was made on June 10, 2024;
- (c) the third amendment was made on December 8, 2025; and
- (d) the fourth amendment was made on March 6, 2026,

(collectively, the “**Disclosure Statements**”).

7. At all material times to the cause of action herein, the Defendants, 1331603 and Gosselin, continued to misrepresent the floodplain designation of the lands of the Development.

8. None of the Disclosure Statements plainly disclosed that the lands of the Development are located within a floodplain, nor did the Defendants, 1331603 and Gosselin, correct the misrepresentation, as required by *REDMA*, specifically their obligation to disclose material facts and to amend the Disclosure Statement upon becoming aware of any misrepresentation.

9. The Plaintiffs seek relief on their own behalf and putative class members for the Defendants’, 1331603’s, Whitetail’s and/or Gosselin’s, unlawful conduct, including, *inter alia*: (i) statutory relief under *REDMA*, including a declaration that the purchase agreements for the pre-sale development units in the Development are void for non-compliance, the return of all deposits paid together with interest and all damages that accrue therefrom; (ii) breach of the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 (“*BPCPA*”); (iii) breach of the *Competition Act*, R.S.C. 1985, c. C-34 (“*Competition Act*”); (iv) intentional misrepresentation under common law; (v) breach of contract; (vi) fraudulent concealment; and (vi) such further and other relief as this Honorable Court deems just, including punitive damages.

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B. The Parties

i. The Plaintiffs

a) [REDACTED]

10. On May 6, 2024, the Plaintiff, [REDACTED], entered into a Contract of Purchase and Sale of pre-sale development unit [REDACTED], Strata Lot No. [REDACTED], in the Development for personal, family or household purposes.

11. Prior to entering into the purchase agreement for the pre-sale development unit, the Plaintiff, [REDACTED], reviewed the Disclosure Statement, including the representation regarding the floodplain designation of the lands of the Development. In particular, paragraph 4.6, Environmental Matters, of the Disclosure Statement stated, in part:

To the best of the Developer's knowledge, the land on which the Development is being constructed does not lie within an area which may be subject to flooding.

12. The Plaintiff, [REDACTED], relied on this representation in deciding to purchase the pre-sale development unit.

13. Pursuant to the purchase agreement, the Plaintiff, [REDACTED], paid a deposit of \$27,495.00 within the time prescribed therein.

14. The purchase price for the pre-sale development unit is \$549,900.00 excluding GST.

15. To date, the Defendants, 1331603 and Gosselin, have not expressly and/or plainly disclosed to, or notified, the Plaintiff, [REDACTED], that the lands of the Development lie in a floodplain.

b) [REDACTED]

16. On May 11, 2024, the Plaintiffs, [REDACTED], entered into a Contract of Purchase and Sale of a pre-sale development [REDACTED], Strata Lot No. [REDACTED], in the Development, for personal, family and household purposes.

17. Prior to entering into the purchase agreement for the pre-sale development unit, the Plaintiffs, [REDACTED], reviewed the Disclosure Statement, including the representation regarding the floodplain designation of the lands of the Development. In particular, paragraph 4.6, Environmental Matters, of the Disclosure Statement stated, in part:

To the best of the Developer's knowledge, the land on which the

Development is being constructed does not lie within an area which may be subject to flooding.

18. The Plaintiffs, [REDACTED], relied on this representation in deciding to purchase the pre-sale development unit.

19. Pursuant to the purchase agreement, the Plaintiffs, [REDACTED], paid a deposit in the amount of \$28,970.00 within the time prescribed therein.

20. The purchase price of the pre-sale development unit is \$579,400.00, excluding GST.

21. To date, the Defendants, 1331603 and Gosselin, have not expressly and/or plainly disclosed to, or notified, the Plaintiffs, [REDACTED], that the lands of the Development lie within a floodplain.

c) [REDACTED]

22. On April 19, 2024, the Plaintiff, [REDACTED], entered into a Contract of Purchase and Sale of pre-sale development unit [REDACTED], Strata Lot No. [REDACTED], in the Development, for personal, family and household purposes.

23. Prior to entering into the purchase agreement for the pre-sale development unit, the Plaintiff, [REDACTED], reviewed the Disclosure Statement, including the representation regarding the floodplain designation of the lands of the Development. In particular, paragraph 4.6, Environmental Matters, of the Disclosure Statement stated, in part:

To the best of the Developer's knowledge, the land on which the Development is being constructed does not lie within an area which may be subject to flooding.

24. The Plaintiff, [REDACTED], relied on this representation in deciding to purchase the pre-sale development unit.

25. Pursuant to the purchase agreement, the Plaintiff, [REDACTED], paid a deposit of \$24,620.00 within the time prescribed therein.

26. The purchase price of the pre-sale development unit is \$492,400.00 excluding GST.

27. To date, the Defendants, 1331603 and Gosselin, have not expressly and/or plainly disclosed to, or notified, the Plaintiff, [REDACTED], that the lands of the Development lie in a floodplain.

d) [REDACTED]

28. On June 24, 2023, the Plaintiff, [REDACTED], entered into a Contract of Purchase and Sale of pre-sale development unit [REDACTED], Strata Lot No. [REDACTED], in the Development, for personal, family and household purposes.

29. Prior to entering into the purchase agreement for the pre-sale development unit, the Plaintiff, [REDACTED], reviewed the Disclosure Statement, including the representation regarding the floodplain designation of the lands of the Development. In particular, paragraph 4.6, Environmental Matters, of the Disclosure Statement stated, in part:

To the best of the Developer's knowledge, the land on which the Development is being constructed does not lie within an area which may be subject to flooding.

30. The Plaintiff, [REDACTED] relied on this representation in deciding to purchase the pre-sale development unit.

31. Pursuant to the purchase agreement, the Plaintiff, [REDACTED], paid a deposit of \$51,690.00 within the time prescribed therein.

32. The purchase price of the pre-sale development unit is \$516,900.00 excluding GST.

33. To date, the Defendants, 1331603 and Gosselin, have not expressly and/or plainly disclosed to, or notified, the Plaintiff, [REDACTED], that the lands of the Development lie in a floodplain.

ii. The Defendants

34. The Defendant, Gosselin, is a businessman having a mailing address at 104-3550 Mount Lehman Road, Abbotsford, British Columbia.

35. The Defendant, 1331603, is a company incorporated pursuant to the laws of British Columbia, with its registered and records office located at 201-33832 South Fraser Way, Abbotsford, British Columbia, on November 3, 2021, and was established specifically for the purpose of developing the Development and does not hold any other assets other than those related to the Development.

36. The Defendant, Whitetail, is a company incorporated pursuant to the laws of British Columbia, with its registered and records office located at 201-33832 South Fraser Way, Abbotsford, British Columbia.

37. At all material times to the cause of action herein, the Defendant, Gosselin, was the sole

director, officer, and principal of the Defendants, 1331603 and Whitetail, and their controlling mind.

38. At all material times to the cause of action herein, the Defendants, Gosselin and Whitetail, were engaged in the business of developing, constructing, marketing, and/or selling property located in British Columbia, including townhouse projects, multi-family residential buildings, building lot subdivisions and bare land strata subdivisions, including the Development.

39. At all material times to the cause of action herein, the Defendant, Whitetail, was, and is, the parent company of the Defendant, 1331603, which was incorporated for the specific purpose of purchasing, developing, constructing, marketing and/or selling the lands of the Development.

40. At all material times to the cause of action herein, the planning, development, approval, marketing, City bylaw compliance and *REDMA* disclosure requirements relating to the Development, and the business affairs of the Defendants, 1331603, Whitetail, and Gosselin, were inextricably intertwined, such that each acted as the agent, and/or alter ego of the other.

41. Hereinafter, the Defendants, 1331603, Whitetail and Gosselin, are collectively referred to as the “**Defendants**”, unless referred to individually or otherwise.

C. The Class and Class Period

42. This action is brought on behalf of members of a class consisting of the Plaintiffs and all persons and/or legal entities resident in British Columbia who purchased one or more pre-sale development units in the mixed-use, multi-family residential and commercial development located at 20769 Fraser Highway, Langley, British Columbia, from the Defendant, 1331603, between June 23, 2023 and the date of certification of this proceeding (“**Class**” or “**Class Members**”).

43. The Class excludes the Defendants’ employees, officers, directors, and agents, and their immediate family members; Class Counsel; the presiding judges and their staff; and any person who has commenced an individual proceeding or delivered a release to the Defendants in respect of the subject matter of this proceeding, or such other class definition or class period as may be determined by the Court on certification.

44. The Plaintiffs reserve the right to amend the Class definition prior to certification.

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D. Factual Allegations

i. The Development and its marketing

45. The lands on which the Development is located are legally described as follows:

Parcel Identifier: 031-681-476

Legal Description: LOT A DISTRICT LOT 36 GROUP 2 NEW
WESTMINSTER DISTRICT PLAN EPP116332

(the “**Lands**”).

46. In or around September 2021, the Defendant, Whitetail, purchased the Lands, for the purpose of redeveloping the then-existing development, which had a civic address at 20785 Fraser Highway, Langley, and the Defendant, Gosselin, submitted a redevelopment proposal to the City.

47. In or around May 2022, the Defendant, 1331603, acquired the title to the Lands.

48. In or around December 2023, after the rezoning of the Lands, the civic address was changed to its current address.

49. The Development consists of a six-story, wood-frame, 210-unit multi-family mixed-use, residential and commercial building constructed above a single-level, below-grade concrete parkade and storage areas.

50. Further, of the 210 units, 10 units are designated as commercial units, and are located at ground level, with ground level parking.

51. The Development is subject to an estimated completion range, with purchasers to receive notice within 10 days of completion.

52. The Development is marketed as “Unity South Langley” on the “Whitetail Homes” website along with the Defendants’ other completed and ongoing residential and/or commercial development projects.

53. A separate Whitetail Homes website for Unity South Langley Condos (the “**Unity Website**”) features, *inter alia*, architectural renderings of the exterior of the Development, photographs of a model suite, and descriptions of the amenities offered.

54. Additionally, the Unity Website identifies the location of the Development, highlights its

proximity to downtown Langley and nearby attractions, amenities, and restaurants, and includes a map showing the precise location of the Development.

ii. Lands affected by Floodplain Elevation Bylaw

55. On June 7, 2010, pursuant to s. 524 of the *Local Government Act*, R.S.B.C. 2015, c. 1, the City enacted Floodplain Elevation Bylaw No. 2768 (the “**Floodplain Elevation Bylaw**”) in response to the risk of flood damage, including risks associated with climate change.

56. In or about 2023, the City amended the Floodplain Elevation Bylaw by enacting Amendment No. 1, 2023, Bylaw No. 3232, to address increased flood risk associated with climate change and to reduce exposure to flooding risks for new developments by minimizing potential damage to structures and property due to flooding.

57. The Floodplain Elevation Bylaw designates lands subject to floodplain restrictions in Schedule A, entitled “Designated Floodplain Flood Construction Levels for the Nicomekl River, Murray Creek, Logan Creek, and Jeffries Brook” (the “**Floodplain**”).

58. The Floodplain Elevation Bylaw establishes the minimum elevation at which building foundations and habitable areas, defined as any room or space with headroom greater than 1.8 meters (5.9 feet) within a building or structure that is or can be used for human occupancy, commercial sales, or the storage of goods, possessions, or equipment (including furnaces) that would be subject to damage if flooded, must be constructed within designated floodplain areas.

59. Further, pursuant to the elevation requirements in the Flood Elevation Bylaw, the underside of any floor system, or the top of any space or room, that is used for dwelling purposes, business, or the storage of goods which are susceptible to damage by floodwater, must be constructed at or above the applicable flood construction level.

60. The Floodplain Elevation Bylaw specifies Flood Construction Levels (“**FCLs**”) as measured in meters (m) above the Geodetic Survey of Canada datum (Coordinate System: NAD 1983 CSRS UTM Zone 10N; Vertical Datum: CGVD2013) for specific parcels of land located within the Floodplain.

61. The FCLs are area-specific and consist of the designated flood level established by the City plus an allowance for freeboard, the vertical distance between the maximum anticipated water level (like a flood or high tide) and the top of a structure.

62. The FCLs applicable to a particular parcel of land within an area is determined by interpolation

between its two closest contour line levels as shown on Schedule A to the Floodplain Elevation Bylaw.

63. The Lands are located within the Floodplain and are subject to the Floodplain Elevation Bylaw. As a result, all habitable areas must be constructed at or above the applicable FCL in compliance with the Floodplain Elevation Bylaw.

iii. Defendants' knowledge that the Lands lie in the Floodplain

64. As early as at least September 2021, the Defendants knew, or ought to have known, that the Lands were located within the Floodplain and subject to the Flood Elevation Bylaw, including, *inter alia*, through communications between their architects, engineers, representatives, consultants, and/or agents, and the City.

65. The proposed mixed-use residential and commercial nature of the Development was not consistent with the uses permitted under the Lands' Medium-Density Residential designation in the Official Community Plan ("OCP") or under Land Use Contract ("LUC"), and required, *inter alia*, an OCP amendment and the discharge of the LUC to proceed.

66. In or about September 2021, shortly after acquiring the Lands, the Defendant, Gosselin, submitted development applications to the City, including:

- (a) Development Permit Application (DP 12-21);
- (b) Official Community Plan Amendment Application (OCP 08-21); and
- (c) Land Use Contract Discharge Application (LUC 01-21),

in order to permit the Development.

67. In connection with these applications, the Defendants were required to address floodplain-related requirements imposed by the City, including compliance with the Floodplain Elevation Bylaw and applicable FCLs.

68. As part of the development approval process, the Defendants were required to prepare and submit engineering and servicing materials addressing flood risk, including stormwater management requirements applicable to the Lands.

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iv. The Defendants' misrepresentation regarding the floodplain designation of the Lands

a) Disclosure Statement

69. Despite the Defendants' knowledge regarding the floodplain designation of the Lands as early as September 2021, they misrepresented and concealed the floodplain designation of the Lands from the Plaintiffs and Class Members.

70. On June 23, 2023, despite knowing that the Lands lie within the Floodplain and are subject to the Floodplain Elevation Bylaw, the Defendants, 1331603 and Gosselin, expressly misrepresented in the Disclosure Statement that:

To the best of the Developer's knowledge, the land on which the Development is being constructed **does not lie** within an area which may be subject to flooding. [Emphasis added]

71. The Disclosure Statement was executed by the Defendants, 1331603 and Gosselin.

b) Flood Assessment Report

72. As early as November 2023, the Defendants retained 3A Hydrotech Solutions Inc. ("**Hydrotech**"), hydrotechnical engineers, to prepare a flood assessment report for the Lands (the "**Flood Assessment Report**") in response to the City's requirements under the Floodplain Elevation Bylaw and as a prerequisite to the issuance of a development and/or building permit for the Development.

73. The Hydrotech Flood Assessment Report was finalized on December 4, 2023, and was subsequently submitted to the City.

74. In preparing its Flood Assessment Report, Hydrotech relied on information obtained from public sources, the City, and/or the Defendants, including, without limitation:

- (a) the Flood Elevation Bylaw;
- (b) *Flood Hazard Area, Land Use Management Guidelines* (January 1, 2018), Province of British Columbia;
- (c) the Niomekl River Floodplain Mapping (NHC Ltd., 2022) for the City;
- (d) reports provided by the City; and
- (e) site plans, architectural drawings, grading, and design information provided by or on

behalf of the Defendants.

75. In its Flood Assessment Report, Hydrotech conducted a hydrotechnical analysis of the Lands, including reviewing flood modeling associated with the Nicomekl River and applicable regulatory requirements.

76. Based on this analysis, Hydrotech determined that the Development is located within an area subject to flood risk, including a modeled 200-year return period flood event, and estimated the applicable FCL for the Lands to be approximately 8.8 m, inclusive of freeboard, in accordance with applicable regulatory requirements.

77. Hydrotech recommended that all habitable areas of the Development be constructed above the applicable FCL and that no enclosed space below the FCL be used for habitation or for the storage of goods susceptible to flood damage.

78. Hydrotech identified that areas below the FCL, including underground parking and storage areas, are susceptible to flooding during significant flood events.

79. Hydrotech further identified that flooding of below-grade areas may result in property damage, loss of use of parking and storage facilities, and disruption to building operations.

80. Hydrotech recommended the implementation of mitigation measures to address flood risk, including design modifications, drainage controls, protective systems, and emergency evacuation plans for residents.

81. Hydrotech emphasized that, due to uncertainty in weather and climate conditions, flooding constitutes a real and foreseeable risk affecting the Lands and the Development.

82. In the Flood Assessment Report, Hydrotech expressly confirmed that the Lands are located within the Floodplain and are subject to the Floodplain Elevation Bylaw and concluded that the Lands are exposed to flood hazard.

83. The Defendants knew, or ought to have known, of the findings and conclusions of the Flood Assessment Report at all material times but failed to disclose it.

c) Covenant – Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250

84. On May 2, 2024, the Defendant, 1331603, entered into a covenant, required pursuant to s. 219

of the *Land Title Act*, with the City, and on the same date registered the covenant against title to the Lands, attaching the Hydrotech Flood Assessment Report.

85. The registration of the covenant confirmed that the Lands were subject to floodplain-related restrictions and flood risk.

86. In the second amendment to the Disclosure Statement, dated June 10, 2024, the Defendants, 1331603 and Gosselin, referred to the registration of the covenant in general terms, but failed to plainly disclose that the Lands are located within a floodplain or to correct the prior misrepresentation.

87. The Defendants, 1331603 and Gosselin, did not correct the misrepresentation in any subsequent amendments to the Disclosure Statement, and the misrepresentation continues to date.

88. The Defendants, 1331603 and Gosselin, executed the Disclosure Statements.

Part 2: RELIEF SOUGHT

89. The Plaintiffs, on their own behalf and behalf of Class Members, claim against the Defendants, jointly and severally, as follows:

- (a) an order certifying this action as a class proceeding pursuant to the *Class Proceeding Act*, R.S.B.C. 1996, c. 50 (“*CPA*”) and appointing the Plaintiff, Lo, as the Class representative;
- (b) a declaration that the Defendants, 1331603 and Gosselin, misrepresented a material fact in the Disclosure Statement contrary to s. 14(2) of *REDMA*;
- (c) a declaration that the Defendant, 1331603, is liable for misrepresenting a material fact in the Disclosure Statements pursuant to s. 22(3)(b) of *REDMA*, and is consequently liable to the Plaintiffs and Class Members for damages;
- (d) a declaration that the Defendant, Gosselin, is personally liable for misrepresenting a material fact in the Disclosure Statements pursuant to s. 22(3)(b) of *REDMA*, and is consequently liable to the Plaintiffs and Class Members for damages;
- (e) a declaration that the purchase agreements for the pre-sale development units in the Development between the Defendant, 1331603, and the Class Members are void for non-compliance pursuant to s. 23(1) of *REDMA*;

(f) in the alternative, a declaration that the Defendant, 1331603, breached the purchase agreements for the pre-sale development units in the Development between the Defendant, 1331603, and the Class Members, and is consequently liable to the Plaintiffs and Class Members for damages accruing therefrom;

(g) a declaration that the Defendants, 1331603, Whitetail and/or Gosselin:

(i) engaged in unfair practices contrary to ss. 4 and 5 of the *BPCPA*;

(ii) breached s. 52 of the *Competition Act*;

(iii) fraudulently concealed the floodplain designation of the Lands of the Development from the Plaintiffs and Class Members; and

(iv) made intentional misrepresentations at common law,

and are consequently liable to the Plaintiffs and Class Members for damages.

(h) an order directing repayment and/or return of all deposits paid by Class Members with respect to the purchase agreements of the pre-sale development units in the Development between the Defendant, 1331603, and the Class Members together with interest, pursuant to s. 18(2)(h) of *REDMA*;

(i) in the alternative, an order directing repayment and/or return of all deposits paid by Class Members with respect to the purchase agreements for the pre-sale development units in the Development between the Defendant, 1331603, and the Class Members together with interest, pursuant to s. 172(3)(a) of the *BPCPA*;

(j) in the further alternative, an order rescinding the purchase agreements for the pre-sale development units in the Development between the Defendant, 1331603, and the Class Members pursuant to section 172(3)(a) of the *BPCPA*;

(k) an order directing the Defendants to advertise any adverse findings against them pursuant to section 172(3)(c) of the *BPCPA*;

(l) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*, and waiving any such applicable notice provisions;

- (m) an order enjoining the Defendants from continuing their unlawful and unfair business practices as alleged herein;
- (n) damages for misrepresentation;
- (o) an order pursuant to s. 29 of the *CPA* directing an aggregate assessment of damages;
- (p) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to s. 24 of the *CPA*;
- (q) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (r) punitive damages;
- (s) costs of investigation pursuant to s. 36 of the *Competition Act*;
- (t) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (u) such further and other relief as this Honorable Court may deem just.

Part 3: LEGAL BASIS

A. Causes of Action

i. REDMA Misrepresentation Claim

90. The Plaintiffs and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

91. At all material times to the cause of action herein, the Development constituted a “development property” and the pre-sale development units sold to the Plaintiffs and Class Members constituted “development units” within the meaning of *REDMA*.

92. At all material times to the cause of action herein, the Defendants were “developers” and/or persons acting on behalf of a developer as defined by *REDMA*.

93. At all material times to the cause of action herein, the Defendant, Gosselin, was the director, officer, principal and controlling mind of the Defendants, and a person described in s. 1 and ss. 22(3)(b)(iii),

(iv) and (v) of *REDMA*. The Defendant, Gosselin, signed, authorized, and permitted the filing and use of the Disclosure Statements.

94. Pursuant to ss. 14(1) and (2) of *REDMA*, the Defendants, 1331603 and Gosselin, were required to file a disclosure statement with the British Columbia Superintendent of Real Estate that, *inter alia*, plainly disclosed all material facts without any misrepresentation.

95. Section 1 of *REDMA* defines a “material fact” in relation to a development unit or development property as a fact, or a proposal to do something, that affects, or could reasonably be expected to affect, the value, price, or use of the development unit or development property

96. Reliance by a purchaser of a development unit in a development property is not required to establish liability for misrepresentation and/or failure to disclose a material fact under *REDMA*.

97. When marketing development units in the Development, the Defendants, 1331603 and Gosselin, were statutorily required to disclose all material facts in a disclosure statement and as such, Class Members have a right of action for damages and statutory remedies against the developer, its directors, and any person who signed or authorized the disclosure statement containing a misrepresentation of a material fact.

98. Pursuant to s. 16 of *REDMA*, where a developer becomes aware that a disclosure statement does not comply with *REDMA* or contains a misrepresentation, the developer must immediately file with the British Columbia Superintendent of Real Estate a new or amended disclosure statement that clearly identifies and corrects the failure to comply or the misrepresentation and must deliver it to purchasers within a reasonable time.

99. The following constituted material facts within the meaning of *REDMA* in relation to the Development:

- (a) the location of the Lands within a floodplain;
- (b) the applicability of the Floodplain Elevation Bylaw;
- (c) the applicable FCL;
- (d) the susceptibility of below-grade parkade and storage areas to flooding;
- (e) the need for flood mitigation measures; and

- (f) the impact of the foregoing on the value, price, use, insurability, and marketability of the development units.

100. The Disclosure Statements contained misrepresentations and/or failed to disclose material facts to Class Members, including, but not limited to:

- (a) representing that the Lands did not lie within an area subject to flooding;
- (b) failing to disclose the consequences of the floodplain designation;
- (c) failing to disclose that the Lands were subject to the Floodplain Elevation Bylaw and applicable FCL;
- (d) failing to disclose the risk of flooding to below-grade parkade and storage areas of the Development;
- (e) failing to disclose the conclusions, findings, and mitigation recommendations contained in the Flood Assessment Report; and
- (f) failing to disclose the floodplain designation of the Lands of the Development considering its effect, or reasonably foreseeable effect, on the value, price, and use of the development unit, including, *inter alia*, increased insurance coverage and premium, strata fees, and special levies.

101. Further, the Disclosure Statements failed to disclose material facts to Class Members, including, but not limited to:

- (a) failing to disclose the consequences of the floodplain designation;
- (b) failing to disclose that the Lands were subject to the Floodplain Elevation Bylaw and applicable FCL;
- (c) failing to disclose the risk of flooding to below-grade parkade and storage areas of the Development;
- (d) failing to disclose the conclusions, findings, and mitigation recommendations contained in the Flood Assessment Report; and

(e) failing to disclose the floodplain designation of the Lands of the Development considering its effect, or reasonably foreseeable effect, on the value, price, and use of the development unit, including, *inter alia*, increased insurance coverage and premium, strata fees, and special levies.

102. The misrepresentations and/or omissions were material and rendered the Disclosure Statements non-compliant with *REDMA* as such misrepresentations and/or omissions would:

- (a) influence the decision of a reasonable purchaser of a development unit;
- (b) affect the cost and availability of insurance for development units and associated personal property;
- (c) expose purchasers to reasonably foreseeable flood-related loss and inconvenience;
- (d) adversely affect marketability and resale value of a development unit; and
- (e) relate to risks that cannot be reasonably mitigated without fundamental changes to the design of the Development,

and as such, affected, or could reasonably be expected to affect, the value, price, or use of the development unit in the Development.

103. At the time the Disclosure Statement and/or the subsequent amendments were filed with the British Columbia Superintendent of Real Estate and delivered to Class Members:

- (a) the Defendants, knew or ought to have known, that the Lands were located within the Floodplain;
- (b) the Defendants had retained a geotechnical engineer to prepare a Flood Assessment Report confirming the floodplain designation and flood risks with respect to the Lands; and
- (c) the Defendant, 1331603, had entered into and registered a covenant attaching the Flood Assessment Report to title.

104. Despite this knowledge, the Defendants failed to make plain disclosure of all material facts as required by *REDMA* with respect to the Development. In particular, that the Lands were located in the Floodplain.

105. The Defendants further failed to deliver the Disclosure Statements within a reasonable time, as required by *REDMA*, by deliberately and/or intentionally delaying its filing and delivery, thereby withholding disclosure of material facts from the Plaintiffs and Class Members, contrary to s. 16(1) of *REDMA*.

106. The Plaintiffs and Class Members relied upon the Disclosure Statements in deciding to enter into their respective purchase agreements for the development units.

107. Had the material facts been plainly and timely disclosed by the Defendants, the Plaintiffs and Class Members would not have entered into the purchase agreements, or would have done so on materially different terms.

108. At all material times to the cause of action herein, the Defendant, Gosselin:

- (a) was a director, officer, principal, and/or controlling mind of the Defendants, 1331603 and Whitetail;
- (b) authorized and permitted the filing and use of the Disclosure Statements; and
- (c) knew, or ought to have known, of the misrepresentations and failures to disclose material facts, in particular, that the Lands were located in the Floodplain.

109. By reason of the Defendants' misrepresentation and/or failure to disclose material facts, the Plaintiffs and Class Members have suffered loss and damage.

110. The issues arising under *REDMA*, including the existence of misrepresentations, failure to disclose material facts, reliance and entitlement to statutory remedies, are common issues suitable for determination on a class-wide basis

ii. Violation of the *BPCPA*

111. The Plaintiff and Class Members in British Columbia hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

112. In the alternative, the Plaintiffs and Class Members plead violation of the *BPCPA* and seek all statutory remedies pursuant to s. 171(a).

113. Pursuant to the *BPCPA*, a "supplier" means a person, whether in British Columbia or not, who in the course of business participates in a consumer transaction by supplying goods or services or real

property to a consumer, or soliciting, offering, advertising or promoting with respect to such a transaction whether or not privity of contract exists between that person and the consumer.

114. Pursuant to the *BPCPA*, “supply” includes, in respect of the supply of goods or services or real property to a consumer, a sale, lease, assignment, award by chance or other disposition.

115. The *BPCPA* applies to the supply of real property by a “supplier” to a consumer for purposes that are primarily personal, family or household, which constitutes a “consumer transaction”.

116. At all material times to the cause of action herein, the Plaintiffs and Class Members were “consumers”, and the Defendants were “suppliers” of goods and services and real property, including the pre-sale development units in the Development, and engaged in a consumer transaction with the Defendants for the supply of the pre-sale development units, within the meaning of the *BPCPA*.

117. The Defendants engaged in deceptive acts and/or practices with respect to the marketing and sale of the development units, contrary to ss. 4 and 5 of the *BPCPA*, including, but not limited to:

- (a) representing that the Lands of the Development were not located within the Floodplain, when the Defendants knew, or ought to have known, that the Lands were located within the Floodplain and subject to the Floodplain Elevation Bylaw;
- (b) failing to disclose the risk of flooding to below-grade parkade and storage areas of the Development;
- (c) failing to disclose the conclusions, findings, and recommendations contained in the Flood Assessment Report;
- (d) providing the Disclosure Statements to purchasers in a manner that was false, misleading, deceptive, inaccurate, and/or incomplete; and
- (e) continuing to market and sell development units without correcting the misrepresentation.

118. The Defendants’ acts and/or practice were deceptive as they:

- (a) materially affected, or could reasonably be expected to affect, the decision of a reasonable consumer to purchase a development unit;

- (b) caused consumers to pay deposits for development units without knowledge of material facts affecting the value, price, and use of the development units;
- (c) exposed consumers to foreseeable flood-related loss and inconvenience; and
- (d) prevented consumers from making informed decisions in relation to their purchase of development units.

119. The Defendants' deceptive acts and/or practices constitute a contravention of s. 4(3)(a)(ii) of the *BPCPA* as they amount to an unfair business practice and a misleading representation concerning the quality, standard, value, or grade of goods or services offered to consumers.

120. As a result of the Defendants' deceptive acts and/or practices, the Plaintiffs and Class Members have suffered loss and damage, including, but not limited to:

- (a) payment of deposits made pursuant to a false or misleading representation concerning the quality, standard, value or grade of goods or services offered to consumers;
- (b) consequential damages related to value, price, or use of the development unit, including, *inter alia*, increased insurance coverage and premiums, strata fees and special levies; and
- (c) incidental and statutory damages.

121. The Defendants' deceptive acts and/or practices and misrepresentations are common to all Class Members, giving rise to issues suitable for determination on a class-wide basis, including:

- (a) whether the Defendants misrepresented or failed to disclose material facts;
- (b) whether such conduct was unfair or unconscionable; and
- (c) the appropriate statutory remedies, including rescission, repayment of deposits, damages, and punitive relief.

iii. Breach of the *Competition Act*

122. The Plaintiffs and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

123. At all material times to the cause of action herein, the Defendants were engaged in trade or

commerce in Canada, including the marketing, sale, and offering for sale of pre-sale development units in the Development.

124. The Defendants engaged in acts and/or practices that contravened s. 52 of the *Competition Act*, including, without limitation:

- (a) making false or misleading representations in respect of the Development, including the floodplain designation of the Lands;
- (b) misrepresenting the applicability of the Floodplain Elevation Bylaw and the applicable FCL;
- (c) misrepresenting or failing to plainly disclose the conclusions, findings, and mitigation recommendations contained in the Flood Assessment Report, or at all;
- (d) failing to disclose the risk of flooding to below-grade parkade and storage areas of the Development; and
- (e) continuing to market and sell development units without correcting these misrepresentations.

125. The Defendants' representations as to the floodplain designation of the Lands were materially false or misleading, in contravention of s. 52 of the *Competition Act*.

126. The Plaintiffs and Class Members suffered loss and damage as a result of the Defendants' representations as to the floodplain designation of the Lands that were materially false or misleading in contravention of s. 52 of the *Competition Act*, including, but not limited to:

- (a) payment of deposits made pursuant to a false or misleading representation concerning the quality, standard, value or grade of goods or services offered to consumers;
- (b) consequential damages related to value, price, or use of the development unit, including, *inter alia*, increased insurance coverage and premiums, strata fees and special levies; and
- (c) losses arising from the unfair market advantage gained by the Defendants by misrepresenting the floodplain designation of the Lands.

127. The conduct of the Defendants is common to all Class Members, giving rise to issues suitable for determination on a class-wide basis, including:

- (a) whether the Defendants engaged in false or misleading representations in trade or commerce in relation to the Development;
- (b) whether the Defendants' conduct contravened s. 52 of the *Competition Act*; and
- (c) the appropriate remedies, including restitution, damages, costs of investigation, and punitive relief.

iv. Fraudulent Concealment

128. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

129. At all material times to the cause of action herein, the Defendants knew, or ought to have known, that:

- (a) the Lands comprising the Development were located within the Floodplain;
- (b) the Lands were subject to the Floodplain Elevation Bylaw, and the applicable FCL;
- (c) there was a risk of flooding to the below-grade parkade and storage areas; and
- (d) the Flood Assessment Report contained conclusions, findings, and recommended mitigation measures regarding the risk of flooding.

130. Despite this knowledge, the Defendants, through their agents and representatives, knowingly and/or intentionally:

- (a) failed to disclose the floodplain designation and associated risks to Class Members in the Disclosure Statements;
- (b) misrepresented in the Disclosure Statements that the Lands did not lie within an area subject to flooding;
- (c) failed to disclose the risks associated with the floodplain designation in the Disclosure Statements;
- (d) withheld material information about the need for flood mitigation measures and the impact of the floodplain designation on the value, price, or use of the pre-sale development

unit, including, *inter alia*, increased insurance coverage and premiums, strata fees and special levies; and

(e) deliberately or intentionally delayed correcting the misrepresentation that the Lands did not lie in the Floodplain while continuing to market the development units.

131. The Defendants' concealment of these material facts was fraudulent, in that it was undertaken:

(a) with the intent to induce the Plaintiffs and Class Members to enter into the purchase agreements of the pre-sale development units; or

(b) in reckless disregard for the Plaintiffs' and Class Members' rights to receive plain disclosure.

132. The Plaintiffs and Class Members relied on the Defendants' said misrepresentation and omissions in deciding to enter into their purchase agreements and to pay deposits for the development units.

133. As a direct result of the Defendants' fraudulent concealment, the Plaintiffs and Class Members have suffered damages, including:

(a) payment of deposits made pursuant to a false or misleading representation concerning the quality, standard, value or grade of goods or services offered to consumers;

(b) consequential damages related to value, price, or use of the development unit, including, *inter alia*, increased insurance coverage and premiums, strata fees and special levies; and

(c) loss of the opportunity to purchase a pre-sale development unit that was not in a designated floodplain.

134. The Defendants' fraudulent concealment was common to all Class Members, giving rise to issues suitable for determination on a class-wide basis, including:

(a) whether the Defendants intentionally or recklessly concealed material facts;

(b) whether the Plaintiffs and Class Members suffered loss as a result thereof; and

(c) the appropriate remedies for such fraudulent concealment.

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v. Intentional Misrepresentation at Common Law

135. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

136. At all material times to the cause of action herein, the Defendants, individually and collectively, knowingly made false, inaccurate and misleading representations to the Plaintiffs and Class Members in the Disclosure Statement regarding the floodplain designation of the Lands, including representations that:

- (a) the Lands were not located within the Floodplain; and
- (b) the Lands were not subject to the Floodplain Elevation Bylaw and applicable FCL.

137. The Defendants knew that these representations were false, inaccurate or misleading, or made them recklessly without regard for their truth or falsity, intending that the Plaintiffs and Class Members would rely on them in deciding whether to purchase the development units.

138. The Plaintiffs and Class Members did, in fact, rely upon these misrepresentations in entering into their purchase agreements and paying deposits for the pre-sale development units in the Development. The Defendants knew, or ought to have known, that the representations were material to Class Members as they affected the value, price, and use of the pre-sale development units.

139. As a result of the Defendants' intentional misrepresentations, the Plaintiffs and Class Members have suffered loss, damage, and other detriment, including but not limited to:

- (a) payment of deposits for the pre-sale development units;
- (b) loss of the opportunity to purchase a pre-sale development unit that was not in a designated floodplain;
- (c) diminished value and marketability of the pre-sale development units; and
- (d) exposure to unmitigated flood-related risks and costs.

140. The issues arising under this cause of action, including the existence of misrepresentations, reliance, and damages, are common issues suitable for determination on a class-wide basis.

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vi. Breach of Contract

141. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

142. In the alternative, the Plaintiffs and Class Members plead breach of contract and seek all remedies arising therefrom.

143. At all material times to the cause of action herein, the Plaintiffs and Class Members entered into valid and enforceable purchase agreements with the Defendants for pre-sale development units in the Development.

144. The purchase agreements incorporated, *inter alia*, representations by the Defendants regarding the Development, including representations in the Disclosure Statements that:

- (a) the Lands were not located within the Floodplain;
- (b) the Lands were not subject to the Floodplain Elevation Bylaw and applicable FCL; and
- (c) the Development could be safely used as represented.

145. The Defendants breached their contractual duties or obligations by:

- (a) making misrepresentations and/or failing to disclose material facts concerning the floodplain designation of the Lands;
- (b) failing to provide a disclosure statement that plainly disclosed material facts;
- (c) providing amended disclosure statements that did not correct the misrepresentations; and/or
- (d) failing to ensure that the Development, including the below-grade parkade and storage areas, could be used safely and as represented.

146. The Plaintiffs and Class Members relied on these contractual representations in entering into their respective purchase agreements and paying deposits for the development units.

147. As a direct and proximate result of the Defendants' breaches of contract, the Plaintiffs and Class Members have suffered damages, including, but not limited to:

- (a) payment of deposits;
- (b) loss of the opportunity to purchase a pre-sale development unit that was not in a designated floodplain;
- (c) diminished value, price, use and marketability of the development units; and
- (d) exposure to risks arising from the floodplain designation and non-compliance with *REDMA*.

148. The issues arising under this cause of action, including the existence of contractual breaches, reliance, and damages, are common issues suitable for determination on a class-wide basis.

vii. Damages

149. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

150. In the alternative to rescission and the return of deposits, Class Members who have completed their purchases, or who are otherwise not entitled to rescission, seek damages.

151. Such damages include, *inter alia*, the diminution in value of the development units as a result of the Lands being located within a floodplain, including the difference between:

- (a) the value of a comparable property not located within a floodplain; and
- (b) the value of the development units purchased by the Plaintiffs and Class Members,

together with associated economic losses, including increased insurance costs, strata expenses, special levies, and costs associated with flood risk mitigation.

viii. Punitive Damages

152. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

153. The Defendants' unlawful and/or fraudulent conduct, as described herein, including:

- (a) knowingly and/or intentionally misrepresenting the floodplain designation of the Lands in the Disclosure Statements;

- (b) failing to disclose material facts regarding the Floodplain Elevation Bylaw, Flood Construction Levels, flood risks to the below-grade parkade and storage areas, and recommended mitigation measures, in the Disclosure Statements;
- (c) delaying or withholding disclosure of material facts in order to advance sales of pre-sale development units; and
- (d) engaging in fraudulent concealment and misleading practices toward the Plaintiffs and Class Members,

was malicious, oppressive, and high-handed, demonstrating a conscious disregard for the rights and interests of the Plaintiffs and Class Members as consumers.

154. The Defendants' unlawful and/or fraudulent conduct constitutes egregious wrongdoing warranting the imposition of punitive or exemplary damages to:

- (a) punish the Defendants for their misconduct;
- (b) deter the Defendants and others from engaging in similar unlawful, fraudulent, or oppressive conduct in the future; and
- (c) mark the public interest in maintaining honesty, fairness, and transparency in the marketing and sale of residential development units to consumers.

155. As a direct and foreseeable consequence of the Defendants' unlawful and/or fraudulent conduct, the Plaintiffs and Class Members have suffered financial loss, distress, and other damages. As such, the Defendants are liable to pay punitive damages to the Class Members.

ix. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13 ("*Limitation Act*")

156. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

157. At all material times to the cause of action herein, the Defendants failed to disclose that the Lands were located within a floodplain and subject to the Floodplain Elevation Bylaw and instead misrepresented the floodplain designation of the Lands in the Disclosure Statements.

158. The Plaintiffs and Class Members did not know, and could not reasonably have known, that the Disclosure Statement contained a misrepresentation of a material fact until after the material facts

relating to the floodplain designation of the Lands became known or reasonably discoverable.

159. The material facts giving rise to the claims advanced herein were within the exclusive knowledge of the Defendants, including the contents of the Flood Assessment Report and the implications of the Floodplain Elevation Bylaw for the Development, all of which they failed to plainly disclose.

160. The Defendants failed to disclose, and actively concealed, material facts relating to the floodplain designation of the Lands, including through the continued use of the Disclosure Statements containing misrepresentations.

161. In the circumstances, the limitation period applicable to the claims of the Plaintiffs and Class Members did not begin to run until the material facts were discovered or reasonably discoverable.

162. Further, by reason of the Defendants' conduct, including misrepresentation and concealment of material facts, the *Limitation Act* has been tolled, and the Defendants are estopped from relying on any applicable limitation period as a defense to the claims advanced herein.

Plaintiffs' address for service:

Dusevic & Garcha
Barristers & Solicitors
210-4603 Kingsway
Burnaby, BC V5H 4M4
Canada

Fax number address for service (if any):

604-436-3302

E-mail address for service (if any):

ksgarcha@dusevicgarchalaw.ca

Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: April 14, 2026



Signature of K.S. Garcha
Lawyer for the Plaintiffs

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The within proposed class proceeding arises from the unlawful conduct of the Defendants, 1331603 B.C. LTD., doing business as, WHITETAIL HOMES , WHITETAIL HOMES LTD., and/or LUC GOSSELIN, in relation to the sale of pre-sale development units in a mixed-use, multi-family residential and commercial development on lands located at 20769 Fraser Highway, in the City of Langley, in the Province of British Columbia (the “**Development**”). In particular, the Defendants, 1331603, Whitetail and/or Gosselin, as the developers, filed with the British Columbia Superintendent of Real Estate and subsequently issued a required disclosure statement, dated June 23, 2023, to purchasers, including the Plaintiffs and putative class members, that misrepresented a material fact, contrary to the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, by representing that the land on which the Development is being constructed does not lie within an area which may be subject to flooding, which was false, inaccurate and misleading, and causing damages to the purchasers of the pre-sale development units.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

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Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50;
2. *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41;
3. *Real Estate Development Marketing Act* / Policy Statement 1 / 11-22;
4. *Real Estate Development Marketing Act* / Policy Statement 7 / 01-05;
5. *Real Estate Development Marketing Act* / Policy Statement 14 / 04-25;
6. *Real Estate Development Marketing Act* / Policy Statement 15 / 11-07;
7. *Land Title Act*, R.S.B.C. 1996, c. 250;
8. *Local Government Act*, R.S.B.C. 2015, c. 1;
9. City of Langley Flood Elevation Bylaw No. 2768 and amendments thereto;
10. *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2;
11. *Competition Act*, R.S.C 1985, c. C-34; and
12. *Court Order Interest Act*, R.S.B.C. 1996, c. 79.