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SRS Windows & Doors Inc. v. Gourley, 2026 ONSC 5994

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CITATION: SRS Windows & Doors Inc. v. Gourley, 2026 ONSC 5994
COURT FILE NO.: CV-25-0510-00
DATE: 2026-10-22

SUPERIOR COURT OF JUSTICE – ONTARIO

2026 ONSC 5994 (CanLII)

RE: SRS Windows & Doors Inc. Plaintiff, (responding party)
v.
Olga Gourley, Defendant, (moving party)

HEARD: October 21, 2026

BEFORE: Fitzpatrick J.

COUNSEL: J. Chan, for the Plaintiff (responding party)

Olga Gourley, representing herself, Defendant (moving party)

Endorsement on Motion

[1] This is a motion by the defendant Olga Gourley for an order pursuant to Rule 35.04(1) that a representative of the plaintiff answer further written answers.

[2] This motion arises in a construction lien matter. The lien at issue was for $22,091.54. The lien was perfected by the issuance of a statement of claim. Ms. Gourley has defended the action and counterclaimed for $47,000.00 claiming the 11 or so windows and two doors installed in her home were done deficiently and have caused damage to her property.

[3] The motion was originally brought in writing. It was directed to be spoken to in regular motions court following a review of the written materials by Wojciechowski J. on April 21, 2026. The matter returned before Newton J. on September 10, 2026. The plaintiff took the position that the answers requested were improper but nevertheless undertook to file responding material. The matter was adjourned to be heard on this date.

[4] Ms. Gourley has since filed an updated a document entitled "undertakings and refusals chart". It was 78 pages long. It sought answers to 26 questions. Ms. Gourley advised her materials were prepared with the assistance of ChatGPT.

[5] The plaintiff submits it has answered all questions completely and produced all relevant documents. However, in the interests of being cooperative and efficient it provided additional answers to Questions 71 through 102.

[6] I am persuaded that the plaintiff has provided proper answers to all the additional questions sought by Ms. Gourley. For example, the first question relates to the quote provided for the project. It was Question 71. Ms. Gourley ask for an order that the plaintiff:

> *"Identify each document or communication SRS relies upon to Olga Gourley accepted or authorized Quote 891651 or any SRS scope of work. For each item, state the date, sender/author, recipient, wording or conduct relied upon, the date SRS says the agreement became binding, and where the item appears in SRS's Affidavit of Documents."*

[7] The answer from the plaintiff is

> *"Email from Olga Gourley to Tamara Sheedy dated December 6, 2024 at 4:32 PM with subject line "last quote for has been approved under the Ontario Renovates Program." And attaching ORP2.pdf, ORP windows2.pdf, and ORP windows1.pdf found at SRS Tab 15 and Gourley file name "SRS-Email-3".*

[8] In the chart under the heading "why clarification is needed" Ms. Gourley states

> *"I need these particulars to compare SRS's contract and payment claim with the documents produced and respond to the alleged agreement. Identification of an email and a quote number leaves the alleged agreement uncertain"*

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[9] With respect this is an argument about the quality of the answer rather than a situation where the party has either refused to answer or has failed to answer the question. Ms. Gourley's chart states a conclusion about the answer rather than demonstrating that the answer was not satisfactory. In my view, the answer does not entitle Ms. Gourley to in effect, keep asking the question over and over.

[10] The next question 72 was;

> *"State whether Olga Gourley signed any SRS quote, order, contract, work order, change order, acceptance document, or other SRS document, and whether SRS converted Quote 891651 into an order or contract for this project. If yes, identify the document, date, approval/delivery method, whether a copy signed by Olga Gourley was provided or delivered to her, when and how it was provided, and where the signed copy appears in SRS's Affidavit of Documents. If no signed or converted SRS document exists, say so."*

[11] The plaintiff's answer is "same as 71". I read that answer and I agree it answers what is essentially a rephrasing of the same question previously asked.

[12] The next question is 73. The question Ms. Gourley wants the plaintiff to answer is:

> *"State whether SRS relies on any DSSAB / Ontario Renovates document, including the Work Description, as forming part of, proving, incorporating, limiting, or excluding any part of the alleged agreement or scope of work. If yes, identify the document, clause or requirement, date, facts, and documents relied upon. If SRS says the Ontario Renovates Work Description only "initiated the relationship" or that any requirement was excluded from SRS's work, identify all facts and documents relied upon for that position."*

[13] Ms. Gourley's document goes on to explain;

> *"**What remains unanswered**: SRS does not identify which Work Description requirements formed part of its agreed work, which it says were excluded or changed, or which alleged additional items it relies upon. May Answer 8 calls the quote operative; Answers 37-39 do*

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not give the requested requirements and supporting facts. The descriptions "operative quote" and "initial scope" do not by themselves establish a contradiction, but leave the relationship between the documents unclear.

***Why clarification is needed**: The agreed scope determines whether reported unfinished work was within SRS's undertaking and whether the amount claimed includes that work. I need SRS's project-specific position to compare the quote, Work Description and installation records. Further clarification requested: Identify each alleged additional item, the date and substance of my alleged request, and the supporting communication or other facts. State whether it was already included in the quote that SRS says was approved and accepted. If SRS alleges a further change after December 6, 2024, identify the specific request and supporting record. If it treats any corrective request as work outside its agreed scope, identify that request and explain the factual basis. Give the production tab and page for each supporting document. Also state how SRS says the Work Description formed, identified or limited its agreed scope, and whether it relies on or excludes its requirements. Explain how that position fits with May Answer 8 and September Answer 73. The detailed Work Items 7-8 questions are addressed under Question 90."*

[14] The plaintiff answer is as follows;

"This is a new question regarding scope of work or a question that attempts to restate question 37. However, to be cooperative, SRS refers to SRS Tab 54 and Gourley file name "DSSAB Work Description" as being all the documents that form the initial scope of work and that Gourley later requested further items beyond this document. The Ontario Renovates Work Description initiated the relationship between SRS and Olga because DSSAB was paying for the work so DSSAB initiates the relationship."

[15] I agree with the plaintiff's submission that this request represents a request for an order to permit the asking of an entirely new series of questions. It also does not consider at all what the plaintiff has answered. The plaintiff's answer is clear as to what is the plaintiff's position on the scope of work. Again, in my view, the explanation of why the question is asked is argument about the quality of the answer rather than setting out a persuasive submission that the party being discovered has either refused to answer or has failed to answer the question. The fact that the matter is being conducted in writing does not entitle Ms. Gourley to ask the question again over

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and over or ask new questions in the guise of alleging she was not satisfied with the original answer.

[16] In my view, all of the further questions sought to be asked on this motion have the similar quality of either seeking to ask the same question in a slightly different way or to ask entirely new questions on the basis that the answer is not what Ms. Gourley wants.

[17] The current trend in civil procedure in Ontario is to streamline the scope and time taken up with the discover process. This has been codified by the time limits for oral discovery in regular actions in the *Rules.* In construction lien matters, discovery was historically only allowed on consent or with leave. The matter of procedure is now governed by Ontario Regulation 302/18. Section 13 of the Regulation provides that interlocutory steps not provided for in the Construction Act shall not be taken without consent of the court on proof that the steps are necessary or would expedite the resolution of the issues in dispute. This matter involves amounts that are within the limits of the Small Claims Court. The "unsatisfactory answers" set out in the chart provided are simply AI generated restatements of previous questions which have been asked and answered. It seems to me that no real thought has gone into this process of focusing on the relevant issues for what is a relatively small matter. Simply because AI can generate pages and pages of words, in a nice format, does not mean that it has yet reached the level of insightful analysis necessary to persuade a court to take steps to order a party to do something that they have already done. The motion before the court has not demonstrated that requiring further written answers to the questions posed would expedite the resolution of the issues in dispute.

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[18] I find the plaintiff has properly answered all written questions posed in the litigation to date. I accept the plaintiff's argument that it has provided a proper affidavit of documents and made all relevant documentary disclosure.

[19] Section 50(3) of the *Construction Act* R.S.O. 1990 c. C-30 mandates that procedure in a lien action be as far as possible of a summary character, having regard to the amount and nature of the liens in question. In this case, written discovery was agreed to because Ms. Gourley's first language was not English or French. A practical concession in my view. However, this concession was not a licence to permit Ms. Gourley to ask a never-ending stream of repetitive questions restating those previously asked or the asking of new questions once answers have been given that she disagrees with. Arguments about the quality of the answers and their substance should be left to trial.

[20] In my view the language in Rule 35.04(1) permitting further questioning when a party is "not satisfied with an answer" is not a loophole to allow endless rounds of written questions triggered only by the assertion that the answer is not good enough. Proportionality and efficiency in this matter was served by permitting a first round of written questions. Ms. Gourley now seeks to restate questions in the guise of seeking additional information with which she has already been provided. In my view, once the plaintiff provided the additional answers to questions 71 to 102 it had satisfied its obligations under Rule 35 to answer proper written questions. The other requests made on this motion were unnecessary and a waste of time for all concerned.

[21] The motion is dismissed in its entirety.

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[22] In my view the attendance today was unnecessary. This motion should have been abandoned by Ms. Gourley once the plaintiff provided its additional answers in September 2026. As a result, Ms. Gourley shall pay costs of $1,500.00 inclusive of HST and disbursements to SRS Windows and Doors Inc. forthwith for todays attendance.

[23] The next step in this process is a pretrial. Further to the direction of s. 50 of the *Construction Act*, no further motions can be brought by either party without leave of the Court.

The Hon. Mr. Justice F.B. Fitzpatrick

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