



**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION**

Citation: *Rentokil Canada Corporation v. Pretty*, 2026 NLSC 10

Date: February 3, 2026

Docket: 202301G4906

BETWEEN:

RENTOKIL CANADA CORPORATION

PLAINTIFF/
DEFENDANT BY COUNTERCLAIM

AND:

KENNETH PATRICK PRETTY

FIRST DEFENDANT/
PLAINTIFF BY COUNTERCLAIM

AND:

VIKING PEST MANAGEMENT INC.

SECOND DEFENDANT

AND:

NORTH LAB PEST CONTROL LTD.

THIRD DEFENDANT

Before: Justice Garrett A. Handrigan

Place of Hearing:

St. John's, Newfoundland and Labrador

Date of Hearing:

January 14, 2026

Summary:

Rentokil applied for an order directing Viking, the Second Defendant, to produce documents that Viking withheld after Rentokil formally requested them. The Court ordered Viking to produce the documents, subject to conditions to control their dissemination. It was satisfied that the documents relate to matters in issue between Rentokil and the Defendants and that they will inform and assist Rentokil in prosecuting its claim, as well as defending Mr. Pretty's counterclaim.

Further, the documents are necessary for fairly disposing of the proceedings and are not injurious to the public interest. While the documents are not subject to privilege, it is appropriate to impose conditions that limit their distribution to the purposes of this litigation.

Appearances:

Megan S. Reynolds	Appearing on behalf of the Plaintiff/Defendant by Counterclaim
Patrick Cameron	Appearing on behalf of the First Defendant/Plaintiff by Counterclaim and the Third Defendant
Kyle R. Rees	Appearing on behalf of the Second Defendant

Authorities Cited:

CASES CONSIDERED: *Carter v. Municipal Corporation Ltd.* (2001), 204 Nfld. & P.E.I.R. 112, 614 A.P.R. 112 (Nfld. S.C. (T.D.))

RULES CONSIDERED: *Rules of the Supreme Court, 1986*, S.N.L. 1986, c. 42, Sch. D

REASONS FOR JUDGMENT

HANDRIGAN, J.:

INTRODUCTION

[1] Rentokil Canada Corporation (“Rentokil”) is in the business of commercial and residential pest control in Canada. It has clients in this Province. It is the successor in interest to SVM Services Canada, Limited (“SVM”) with whom Kenneth Pretty (“Mr. Pretty”) was a party to an Asset Purchase Agreement, dated January 6, 2015. Cabot Pest Control Limited (“Cabot”), of which Mr. Pretty was the owner and directing mind, was also a party to the Agreement. Rentokil claims that Mr. Pretty is prohibited by the Asset Purchase Agreement between SVM and Cabot from soliciting Rentokil’s customers and misusing its confidential business information.

[2] Rentokil also claims that Mr. Pretty observed neither of these prohibitions and that he actively solicited its customers and used Rentokil’s business information to his own benefit. Rentokil sued Mr. Pretty and his associated companies in damages and also requested that Mr. Pretty and those companies be enjoined from further soliciting its customers and using its confidential information. The claim is still outstanding.

[3] Meanwhile, and in that proceeding, Rentokil applied by Interlocutory Application on December 4, 2024 under Rules 30.10, 30.14 and 32.07 of the *Rules of the Supreme Court, 1986*, S.N.L. 1986, c. 42, Sch. D (the “Rules”) for an order that Viking Pest Management Inc. (“Viking”) produce for Rentokil’s examination copies of Viking’s client list, the value of its contracts since Viking began business, and copies of Viking’s bank account statements. Viking is wholly owned by Kathy Pretty, Mr. Pretty’s wife. Viking refused to provide the documents. I heard Rentokil’s Application on January 14, 2026 and reserved my ruling until now.

THE ISSUE

[4] Should Viking produce for Rentokil’s examination copies of its client lists and its banking documents, as well as the value of its contracts since it started business?

THE LAW

Statutory

Rules of the Supreme Court, 1986, S.N.L. 1986, c. 42, Sch. D

[5] Rule 30.10 of the *Rules*, which is sub-titled “Production of books, papers or documents”, reads:

30.10. Anyone who admits upon an examination for discovery that he or she has in his or her custody or power any book, paper, document or record relating to the matters in question in the proceeding, not privileged or protected from production, shall produce the same for the inspection of the party examining him or her upon the direction of the examiner or order of the Court within a reasonable time as fixed by the direction or order.

[6] Rules 30.14 and 32.07 provide respectively for the “penalty for refusing” to produce documents for examination when ordered and the mechanics of making and implementing an “Order for production of documents”.

Case Law

[7] *Carter v. Municipal Corporation Ltd.* (2001), 204 Nfld. & P.E.I.R. 112, 614 A.P.R. 112 (Nfld. S.C. (T.D.)), is the leading case in this jurisdiction on producing

documents for inspection. In *Carter*, at paragraph 7, Green, C.J.T.D. stated “at least” three things of which a Court must be satisfied before it orders a party to comply:

For the court to exercise its discretion to order production under this Rule, at least three things must be satisfied:

- (1) The documents in question must "relate" to a matter in question in the proceeding.
- (2) The court must be of the opinion that an order of production is "necessary for disposing fairly of the proceeding or for saving costs" and is not injurious to the public interest.
- (3) The document is not privileged from production. ...

[8] Green, C.J.T.D. also stated at paragraph 8:

In passing, it should also be noted that, in addition to the specific provisions of Rule 32, the court has inherent jurisdiction to ensure that all relevant documents are before it in order to determine properly and fairly the issues between the parties. See *Métropolitaine, cie d'assurance-vie c. Frenette*, [1992] 1 S.C.R. 647 (S.C.C.) at p. 689.

[9] This is the law that I will apply to the issue I stated above. I turn now to analyze that issue starting with the background to it.

ANALYSIS

Background

[10] Mr. Pretty was formerly the owner and directing mind of Cabot, which provided pest control services to commercial and residential customers throughout this Province. On January 6, 2015, he sold his business interests in Cabot to SVM and the following day, January 7, 2015, he signed an employment contract with SVM. Eventually, SVM appears to have sold the pest control business it acquired from Cabot to Rentokil. Because of the sale, Rentokil claims at paragraph 8 of its Statement of Claim that, as “...the successor in interest to...[SVM]...it is entitled to

the benefit of the promises made by Pretty in the employment contract and the Asset Purchase Agreement.”

[11] I am vague about the timing and manner of the steps that followed before Rentokil took over the SVM operations in this Province, but it appears there was an intervening step between SVM and Rentokil that involved a company named Terminix. It further appears that Terminix may have acquired SVM and that Rentokil may have acquired Terminix. Mr. Pretty served as Terminix’s Newfoundland Branch Manager and Rentokil wanted him to carry on in that role for them when it acquired Terminix’s business.

[12] However, Mr. Pretty had concerns about continuing with Rentokil. Those concerns included his salary; the vacation leave he would be entitled to; and Rentokil’s bonus structure. But Mr. Pretty also wanted Rentokil’s permission to provide pest control services through North Lab Pest Control Limited (“North Lab”), Mr. Pretty’s own company, while he worked for Rentokil. Rentokil refused.

[13] Safik Malick who identified as the “HR Director at Rentokil-Terminix” when she was discovered on July 30, 2024, discussed Mr. Pretty’s North Lab initiative in her testimony. In effect, Mr. Pretty owned North Lab (the Third Defendant in these proceedings) which also provided pest control services in parts of the Province. Mr. Pretty operated the North Lab business while he worked with Terminix, apparently with Terminix’s consent, and he wanted to continue operating North Lab when he worked with Rentokil.

[14] This is how Ms. Malick explained it in her Discovery evidence:

Q. Okay, and when did, when did you find out about Mr. Pretty’s operations with North Lab?

A. So it was mid-May of 2023, it was shortly after when Ken Pretty received his employment agreement through the talent selection team. So...they sent him an employment agreement and that would have been in early May...that he would have received his employment agreement.

He shortly after reached out to me, he asked for some time, and then we had a conversation, and that would have been mid-May, about five days after where he said, I need to talk to you about this, and at that time he disclosed that he also had another business called North Lab and that he had some kind of agreement in the past when he did, in fact, come on to Terminix where he was able to maintain North Lab.

...

... so I'll share with you what Ken Pretty shared with me, he said that as for his point of view, he said that he was allowed to run North Lab because at that time there was no conflict of interest between Terminix and North Lab, because the areas that North Lab operated out of, Terminix did not have a presence in, and that he did a lot of business primarily in Labrador where Terminix did not have a presence.

(Discovery, July 30, 2024, pages 18-22)

[15] Elsewhere, Ms. Malick elaborated on Mr. Pretty's plans for running North Lab while he worked for Rentokil:

Q. So, I guess just, so basically a summary, what were the main terms of the offer that Mr. Pretty brought to you as a concern, to summarize these are the main points.

A. Sure, though it would have been the fact that he thought that it would have been okay to get paid by the organization for time that he spent doing North Lab work. He thought it would be okay to use the same vendor under the Terminix banner to purchase equipment for North Lab. He thought that it was fine to, under North Lab's arrangement to have that equipment stored at the Terminix building, and the phone number as well, ...so all of these were things that he was primarily concerned about... .

(Discovery, July 30, 2024, pages 90-91)

[16] Rentokil refused Mr. Pretty permission to operate North Lab while he worked for Rentokil and Ms. Malick said Mr. Pretty responded to Rentokil's refusal this way:

...Ken basically sent us an email stating that he's not accepting, he considers himself constructively dismissed, and he's leaving.

(*Discovery*, July 30, 2024, page 43)

[17] At paragraph 9, in its statement of claim, Rentokil says that Mr. Pretty’s “...employment with Rentokil as Branch Manager came to an end when he resigned on June 8, 2023”. Rentokil and Terminix merged on October 12, 2022, so that Mr. Pretty actually worked for Rentokil for approximately eight months.

[18] But Rentokil believes that there is another issue in its “relationship” with Mr. Pretty, which, it thinks, was more important to him than the salary, bonus and vacation leave issues; and that is Viking, which Rentokil named as Third Defendant in these proceedings. Of Viking, Rentokil said this in its Statement of Claim:

31. [Viking]...operated its business from premises owned and operated by Rentokil until approximately the spring of 2023. Until then, ...[Viking], under Pretty’s direction and control, did so with Rentokil’s knowledge and consent on limited terms and only to the extent that...[Viking’s] business did not interfere with or damage Rentokil’s.

32. However, shortly after his [Mr. Pretty’s] resignation [on June 8, 2023], Rentokil became aware that Pretty had, contrary to the accepted arrangement:

- (a) redirected business opportunities from Rentokil to...[Viking] while Pretty was acting as an employee and fiduciary of Rentokil.
- (b) operated in geographic areas of the province not agreed to with Rentokil.
- (c) used Rentokil property to benefit...[Viking’s] business; and
- (d) carried out other activities that were detrimental to Rentokil.

33. [Viking’s]...use of Rentokil’s resources and premises went beyond the agreement and consent previously provided and amounted to an improper deprivation to Rentokil and intentional interference with Rentokil’s business.

34. Upon discovering this conduct, in or about May 2023 Rentokil approached Pretty to advise that the arrangement between Rentokil and...[Viking] would be revised as a result of Pretty and...[Viking’s] conduct, so that...[Viking] would no longer receive the benefit of Rentokil’s operational resources.

35. Pretty declined to engage in any discussion about the business of...[Viking] or his improper use of Rentokil's property for the enrichment of...[Viking].

[19] Mr. Pretty denies that he is associated with Viking. He notes that his wife, Kathleen ("Kathy") Pretty, is the sole owner of the company and he says that Ms. Pretty operates Viking by herself, with no input from him. Ms. Pretty was examined for discovery about her involvement with Viking on September 26, 2024.

[20] This is some of what Ms. Pretty said generally about her involvement in the pest control business in this Province and specifically about her association with Viking:

- She and Mr. Pretty are married and share the family home in Portugal Cove-St. Philip's, NL.
- She "ran" Cabot from "1998 onward", of which she was also Office Manager.
- Cabot still exists as a "holding company" but has not engaged in the pest control business since January 6, 2015, when Cabot sold the pest control business to SVM.
- She has been Office Manager with North Lab since it started in 2009, she continues in that role and North Lab pays her for her services.
- She incorporated Viking on March 16, 2023.
- Before she incorporated Viking, she worked in the pest control business, first through Cabot and then through North Lab.
- Mr. Pretty told Ms. Pretty in November 2022 that Maheu & Maheu, a Quebec pest control company, did not want Rentokil to do its subcontract work in Newfoundland and Labrador and he could not do it through North Lab because of his association with Rentokil.

- She incorporated Viking to subcontract pest control work from Maheu & Maheu.
- She loaned Viking \$200,000 when she incorporated the company.
- She borrowed the \$200,000 she loaned to Viking from North Lab.
- She used the money to buy equipment and inventories of bait, traps and poisons and for other startup expenses.
- She is Viking's bookkeeper and its only shareholder and officer.
- She pays North Lab monthly on the \$200,000 loan, which started at \$1000 but increased recently to \$2000.
- Viking leases office space at 26 Duffy Place, St. John's, NL and shares that office space with North Lab for which North Lab pays Viking \$500 monthly.
- Viking also subcontracts pest control service work from North Lab.
- Mr. Pretty has no role in Viking, she is "...100 percent shareholder, it's my company, I am the boss" (page 106).
- She hired Jessica Best on June 13, 2023, to work for Viking and Ms. Best had worked with Rentokil before moving to Viking.
- She hired Evan Pretty (her and Mr. Pretty's son), Mike Simms, John Baker, Kim Osbourne, Brian Penney, and Shane Major, all of whom had worked with Rentokil before moving to Viking.
- She also hired Errol Squires, who had worked with Rentokil formerly but had left Rentokil and worked in the insurance industry before moving to Viking.
- She answered "...how did they [the eight former Rentokil employees] come to be hired by Viking?", by responding "They, some contacted me, I

contacted some of them because I...I have a relationship with these people” (page 150).

- Viking, North Lab and Cabot, the first owned by Ms. Pretty and the other two owned by Mr. Pretty, all bank at Toronto Dominion Bank and each retains Coombs and Associates as its accountant.
- Mr. Pretty owns no shares in Viking, neither is he a director nor an officer of the company and Ms. Pretty holds no shares in either North Lab or Cabot and she is not an officer or director of them; but she works for North Lab.

[21] Counsel for Rentokil examined Mr. Pretty for Discovery in these proceedings on July 29, 2024. Much of what Mr. Pretty told his examiners about his and Ms. Pretty’s involvement in the pest control business and the origins of Viking mirrors Ms. Pretty’s testimony, from a couple of months later, including:

- When Cabot sold out to SVM in 2017, Ms. Pretty continued to work for North Lab but shifted the business from the SVM office to their home, where she still does the work.
- Viking subcontracts pest control work from North Lab.
- The Department of Works, Services and Transportation of the Government of Newfoundland and Labrador, which was formerly a Rentokil customer, switched to North Lab for its pest control services.
- Viking subcontracts the Department’s pest control work from North Lab.
- North Lab operates out of the same office building as Viking and pays Viking \$500 a month to sub-lease the space.
- In 2022 when Rentokil announced it was buying Terminix, Jean-Philippe Tremblay of Maheu & Maheu contacted Mr. Pretty to do its subcontracting work in this Province through North Lab but he declined so Mr. Tremblay contacted Ms. Pretty and, according to Mr. Pretty, “...that’s how the Viking company idea got started” (page 219).

- Rentokil was doing pest control work for Loblaws but it lost the contract to Maheu & Maheu and Viking subcontracted the Loblaws work from Maheu & Maheu.
- Viking also subcontracts pest control work from Maheu & Maheu for Ultramar and Central Dairies that was formerly done by Rentokil.
- Maheu & Maheu stores the products that Viking uses for its subcontracting work for Maheu & Maheu in the same office building that Viking and North Lab use for their storage.
- To the question by counsel "...have you or any of the companies invested or lent any money to Viking?", Mr. Pretty answered "No" (pages 294-295), contrary to what Ms. Pretty said when she was examined for discovery, that North Lab loaned her the \$200,000 that she the loaned to Viking as a shareholder loan.

[22] This is the background to this Application. I turn now to discuss the issue that I stated above, against this background.

DISCUSSION

[23] As I quoted earlier in these reasons, Green, C.J.T.C. in *Carter* stated three things a court should consider when deciding whether to order production of documents:

1. The documents in question must "relate" to a matter in question in the proceeding.
2. The court must be of the opinion that an order of production is "necessary for disposing fairly of the proceeding or for saving costs" and is not injurious to the public interest.
3. The document is not privileged from production.

[24] Let me examine each of these factors in that order.

(1) Relates to Matters in Question

[25] Rentokil filed its Statement of Claim on October 19, 2023. That was four months after Mr. Pretty ended his employment with the company and about eight months after Ms. Pretty incorporated Viking. Rentokil sued Mr. Pretty, as First Defendant and Viking and North Lab as Second and Third Defendants respectively.

[26] As against Mr. Pretty, Rentokil made these allegations:

- He worked for Rentokil from October 2022 to June 2023, he had access to Rentokil's customer lists, he exercised oversight over Rentokil's workforce and he managed its overall operations.
- Starting in June 2023 Rentokil experienced a "significant loss in clientele" and a loss of employees, because both its work and its employees migrated to Viking and North Lab.
- He owns North Lab and controls its operations and is associated with Viking.
- He redirected business from Rentokil to North Lab and used Rentokil's equipment to carry out North Lab's work and Rentokil's warehouse space to store North Lab's equipment and supplies.
- He incorporated Viking in March 2023 and used Viking to take work away from Rentokil and some of its employees¹.

[27] Based on these allegations, Rentokil asks for damages from Mr. Pretty, an accounting of monies wrongfully diverted from Rentokil, and a permanent

¹ I note that Ms. Pretty said she incorporated Viking and Mr. Pretty has nothing at all to do with the company.

injunction prohibiting Mr. Pretty from using the confidential information he appropriated from Rentokil to his benefit.

[28] As against North Lab and Viking, Rentokil also seeks damages, an accounting of monies wrongfully diverted from Rentokil and a permanent injunction prohibiting Viking and North Lab from using Rentokil's confidential information to their own benefit.

[29] In paragraph 18 of the Memorandum that the Viking filed on this Application, it claims that "Rentokil has not established the relevance of all of the documents that it has requested". It submits further at paragraph 21 that "...if the mere allegation of interference with contractual relations is enough to ground litigation and document disclosure of commercially sensitive contracts, client lists, and pricing, then litigation will become an effective forum for gaining a competitive advantage on one's competitors."

[emphasis added]

[30] In *Carter*, at paragraph 21, Green, C.J.T.D. made it clear that the "relevance" of the documents sought is not the standard by which their production is adjudged:

21. I would therefore state the rule as to what constitutes a document relating to a matter in question in the proceedings as follows: A document will be said to "relate" to a matter in question in the proceeding where, it is reasonable to suppose it may throw light on the case in the sense that it contains information which may either directly or indirectly enable the party receiving or seeking the information to advance his or her own case or to damage the case of his or her adversary on (sic) which may fairly lead him or her to a train of inquiry which may do so. With all due respect to those who have expressed a contrary view, I do not believe that the test for determining production of documents prior to trial should be tied to the concept of relevance at trial.

[emphasis added]

[31] From *Carter* then, the test I apply when determining whether the documents that Rentokil wants produced is, "do they relate to the matters in issue between the Plaintiff and the Defendants such that they will enable the Plaintiff to advance its

case or damage the Defendants' case". The operative words from the test then are "relate to", "advance" or "damage".

[32] The Plaintiff is asking for the following documents from Viking:

1. Copies of its client lists, contractual arrangements, and billings from May 2023-June 30, 2024;
2. Copies of its banking documents from May 2023 to June 30, 2024;
3. Copies of its credit card statements from May 2023 to June 30, 2024; and
4. Copies of its Financial Statements for 2023-2024.

[33] I drew this list from paragraph 6 of Rentokil's Interlocutory Application in a list that runs to nine items. Counsel for Rentokil submitted a request to counsel for Viking on August 6, 2024, when preparing to examine Ms. Pretty for discovery on September 26, 2024. From the list of nine items, only the four I state above are still outstanding and they are designated as "Not providing". For the other five items, they were either demarcated "N/A" (*Quaere*, if this means "not applicable" or "not available") or the information requested had already been provided.

[34] Let me now restate the test I have to apply, framed out for this Application:

Do the four outstanding items "relate to" the issues between Rentokil and Viking in the cause of action between them, such that the documents may assist Rentokil in advancing its case against Viking, damaging Viking's case against it or defending Mr. Pretty's counterclaim?

[35] I answer that question affirmatively, yes, they do. Let me explain.

[36] The Pretty's have been in the pest control business in this Province for decades. For example, Ms. Pretty worked for Cabot as early as 1998 and Mr. Pretty sold Cabot to SVM in 2015. Mr. Pretty incorporated North Lab and used it to do pest control work when he worked for SVM after he sold the business to SVM. He continued to work through North Lab after Terminix succeeded SVM and he tried earnestly to get Rentokil's permission to continue working through North Lab while he worked with Rentokil. Rentokil refused him and Mr. Pretty left their employment.

[37] The following dates are important to the pre-trial happenings between Mr. Pretty and Rentokil:

- Rentokil and Terminix merged on October 12, 2022;
- Ms. Pretty incorporated Viking on March 16, 2023; and
- Mr. Pretty, who was putatively, Rentokil's "Newfoundland Branch Manager" (as with Terminix), left Rentokil on June 8, 2023.

[38] Mr. Pretty negotiated the terms of his employment with Rentokil continuously during the eight months he worked with Rentokil but the parties did not agree. Of particular importance to Mr. Pretty was gaining Rentokil's consent to operate North Lab as he had operated through it under SVM and Terminix. Rentokil steadfastly refused consent and Mr. Pretty left their employment.

[39] In the meantime, Mr. Pretty was privy to developments in the local pest control industry and he knew of the competition between Rentokil and Maheu & Maheu. He was also fending off overtures from Maheu & Maheu to do its subcontracting work, as he had done when he had worked for SVM and Terminix. Some of that subcontracting work involved significant accounts with Loblaws, Ultramar and Central Dairies, accounts which were hotly contested between Maheu & Maheu and Rentokil. Mr. Pretty refused to do the subcontracting work through North Lab because of his association with Rentokil.

[40] These activities were ubiquitous between October 2022 and June 2023. On March 16, 2023, about halfway through that interval, Ms. Pretty incorporated Viking. Shortly after Ms. Pretty set up Viking, it picked up subcontracting work from Maheu & Maheu, including the Loblaws, Ultramar and Central Dairies accounts, as well as subcontracting work from North Lab.

[41] Mr. Pretty, Ms. Pretty, North Lab and Viking do not operate at arm's length from each other, as the following observations will bear out:

- Mr. Pretty and Ms. Pretty are husband and wife.
- They cohabit in the family home in Portugal Cove-St. Phillips, NL.
- Evan Pretty, their son, worked for Rentokil formerly and now works for Viking.
- North Lab loaned Ms. Pretty \$200,000 which she in turn loaned to Viking when she incorporated the company to cover startup expenses.
- Ms. Pretty leases office space for Viking and North Lab sub-leases some of that space from Viking for which North Lab pays \$500 monthly.
- Mr. Pretty mixes and mingles with employees of Viking and other Viking associates in that shared office space when he is retrieving supplies from the warehouse.
- North Lab employs Ms. Pretty and she has been continuously employed in one of Mr. Pretty's companies, whether Cabot or North Lab, for several decades.
- Viking subcontracts pest control work from North Lab as well as from Maheu & Maheu, the latter which Mr. Pretty refused to undertake because of his association with Rentokil.

- Viking hired eight former employees of Rentokil to undertake its work, all of whom are familiar with Rentokil's business practices.
- Viking and North Lab each banks at Toronto Dominion Bank on Kelsey Drive, St. John's, NL.
- Viking and North Lab each retains Coombs and Associates as its accountant.

[42] Mr. Pretty sold Cabot to SVM on January 6, 2015, and he signed a contract of employment with SVM on January 7, 2015. Mr. Pretty is bound by his contractual confidentiality with SVM (and by extension to Rentokil) and to its non-solicitation obligations as well. Those restrictions continued until June 2024, one year after he left Rentokil.

[43] The documents that Rentokil wants Viking to produce relate to the 12-month period from May 2023 to June 2024, which was the year after Mr. Pretty left Rentokil and while he was contractually bound by the Asset Purchase Agreement and employment contract that he signed with SVM. It is self-evident because of the commingling among Mr. Pretty, Ms. Pretty, North Lab and Viking, that those documents relate to the issues between them in Rentokil's cause of action. Nor need I articulate how those documents may enable Rentokil to either advance its claims against Viking, to damage Viking's defence or to help it to defend Mr. Pretty's counterclaim; for those reasonings too, are also self-evident.

(2) "Necessary for disposing fairly of the proceeding or for saving costs" and is not injurious to the public interest

[44] The thesis of Rentokil's claim is that Mr. Pretty, who worked for Rentokil, had access to its customer lists, had a working relationship with Rentokil's employees and had inside knowledge of its commercial and trade practices and work methods. Rentokil notes that Mr. Pretty tried to set up his own pest control business through North Lab to operate in parallel with its business. When Rentokil refused

Mr. Pretty permission to operate North Lab while working for it, Rentokil postulates that Mr. Pretty, with Ms. Pretty's collaboration, set up Viking to do the work.

[45] Viking's client lists, contractual arrangements, and billings from May 2023-June 30, 2024, as well as its financial records for that period will enable Rentokil to refine the prosecution of its claim, maintaining, modifying, adding to or abandoning aspects of it when it has the factual background to assess their merits as it prepares for trial.

[46] There is no public interest to consider here as this is a private cause of action between the two parties with no broader aspect to it.

(3) Privileged from production

[47] Viking has not asserted privilege over the documents that Rentokil is looking for; and I find that there is none. I do note, however, that there likely are sensitivities that attach to those documents, such that they should not be available for public scrutiny. Rentokil's claim against Mr. Pretty, Viking and North Lab is a private matter between them and save for the public nature of these proceedings, would not be in the public domain otherwise.

[48] Accordingly, I will, as Rule 32.07(1) contemplates, state conditions that apply to the production of the documents to ensure that they are not disseminated beyond the parties to these proceedings.

DISPOSITION

[49] Overall, I am satisfied that the documents Rentokil asks to be produced relate to the matters in issue between Rentokil and the Defendants and that they may inform and assist Rentokil in prosecuting its claim, as well defending against the counterclaim that Mr. Pretty has brought against it.

[50] Further, the documents are necessary for fairly disposing of the proceedings and are not injurious to the public interest. While the documents are not subject to privilege, it is appropriate to impose conditions on their production to limit their distribution strictly to the purposes of this litigation.

ORDER

[51] In the result, I order that:

1. Viking Pest Management Inc. shall produce to counsel for Rentokil Canada Corporation for counsel to examine on behalf of Rentokil Canada Corporation:
 - i. Copies of its client lists, contractual arrangements, and billings from May 2023-June 30, 2024;
 - ii. Copies of its banking documents from May 2023 to June 30, 2024;
 - iii. Copies of its credit card statements from May 2023 to June 30, 2024; and
 - iv. Copies of its Financial Statements for 2023-2024.
2. Rentokil Canada Corporation shall receive and maintain these documents on the following conditions:
 - i. Any documents or copies thereof shall be maintained in confidence by Rentokil Canada Corporation's solicitors without additional copies made.
 - ii. Rentokil Canada Corporation's solicitors may consult, discuss and refer to the documents with its officers and employees to

obtain instructions, but Rentokil Canada Corporation may not copy or retain possession of them.

- iii. Rentokil Canada Corporation and its solicitors may not disclose, disseminate or discuss the documents with other persons without further order of this Court.
- iv. If, as a result of the production of these documents, reference is made to their contents in amended pleadings, affidavits or other documents filed in Court, those documents shall be sealed upon filing and shall, without further order of this Court, be inaccessible to any person other than the trial judge, court officials and counsel for the parties.

3. The parties have leave to apply for further directions.

4. Costs are in the cause.

GARRETT A. HANDRIGAN
Justice