

Federal Court



Cour fédérale

Date: 20190530

Docket: T-208-18

Citation: 2019 FC 759

Ottawa, Ontario, May 30, 2019

PRESENT: Mr. Justice Ahmed

BETWEEN:

WARREN FICK

Applicant

and

**6586856 CANADA INC.
COB TFI TRANSPORT 22 L.P.
(OPERATING AS LOOMIS EXPRESS)**

Respondent

JUDGMENT AND REASONS

I. Overview

[1] Throughout this complex matter, the applicant Mr. Warren Fick has never been represented by counsel. He represented himself at the hearing before the adjudicator, and due to his medical history received the help of his wife on this judicial review. By way of background, Mr. Fick drove a delivery truck in the Slave Lake area for 20 years. Eventually, he created a sole proprietorship called WB Enterprises, and conducted his services through this entity. On

January 21, 2016, Mr. Fick was hospitalized after having a heart attack. As required by law, he could not work for the next 90 days. On April 6, 2016, the Respondent (the general partner numbered company 6586856 Canada Inc. cob TFI Transport 22 L.P., operating as Loomis Express (“Numbered Company”)) notified Mr. Fick that it was cancelling the contract because contractual obligations were not being fulfilled.

[2] Mr. Fick complained that he had been unjustly dismissed under the *Canada Labour Code*. An adjudicator (“Adjudicator”) was appointed to decide the matter under section 242(1) of Part III of the *Canada Labour Code* (“CLC”). The Adjudicator found that Mr. Fick was an independent contractor and therefore that she lacked jurisdiction.

[3] On February 2, 2018 Mr. Fick applied to this Court for judicial review. I will set the decision aside because the Adjudicator did not reasonably assess the evidence.

II. **Background**

[4] The Numbered Company specializes in shipping packages and is formed under Quebec law with a head office in Montreal. It is federally-regulated because its shipping terminals are located throughout Canada. Around May of 2011, the Numbered Company acquired DHL’s Canadian operations and changed the operating name to Loomis Express.

[5] Mr. Fick made his living driving a truck for the Numbered Company in the Slave Lake area. From 1992 until 2005, Mr. Fick was an owner-operator, and at that time he was therefore covered by the union C.A.W. Canada (C.A.W Canada is now the union Unifor). By all accounts, Mr. Fick is a hard worker who dedicated his life to working for the Numbered Company. For

instance, he put in many extra hours, worked on holidays, and worked while injured with broken fingers and a torn rotator cuff. When his son died in an oilfield accident, he was not allowed to take time off until someone could cover his shift the next night. Even then, he was only allowed 1.5 days to attend the funeral (which was 5 hours away). In 2005, Mr. Fick quit because he was too exhausted.

[6] In 2006, the Numbered Company pursued Mr. Fick and tried to rehire him as an owner-operator. He turned down the offer because he would only have earned \$150 to \$200 per day.

[7] At some point, Mr. Fick formed a sole proprietorship called “WB Enterprises.” In late 2006 (before DHL was acquired by the Numbered Company) WB Enterprises contracted with DHL to run deliveries for a set fee of \$500 per day. This amounted to approximately \$125,000 yearly.

[8] There is no dispute that the contract with DHL was created. What the parties do disagree over is whether the contract with DHL was a written or verbal contract, as well as the terms of that contract. According to Mr. Fick, it was a written contract. In 2011, when a fire tore through Slave Lake, Mr. Fick lost everything “except the clothes on his back and one car.” Mr. Fick says that when his home burnt down, his copy of the written contract burned along with it. For this reason, he could not provide it to the Adjudicator or this Court in evidence. However, according to the Numbered Company, DHL had a verbal contract with Mr. Fick.

[9] Regardless of whether it was a verbal or written contract, the parties did agree that the Numbered Company maintained the terms of the agreement between DHL and WB Enterprises when it acquired DHL’s Canadian operations.

[10] According to that contract, Mr. Fick paid for insurance, fuel, and vehicle maintenance. His invoices were in the name WB Enterprises for services rendered. Mr. Fick also says he was required to wear a uniform, buy a truck, and put the Loomis logo on that truck. The Numbered Company disputed this information.

[11] On January 21, 2016, Mr. Fick had a heart attack and was taken to a hospital. Due to government regulations, he could not drive his truck for some time after his heart attack. At first the Numbered Company's Area Service Manager of Northern Alberta, Mr. Matt Davis, found other drivers to cover Mr. Fick's deliveries. These drivers were paid by WB Enterprises. Then, on April 6, 2016, the Numbered Company notified Mr. Fick that it was cancelling the contract with WB Enterprises because the latter was unable to fulfill its contractual obligations.

[12] Mr. Fick filed two complaints. First, on April 8, 2016, he filed a human rights complaint alleging discrimination on the basis of age. Second, on April 14, 2016, he filed an unjust dismissal complaint under section 240 of the CLC.

[13] On September 28, 2016, the Adjudicator was appointed under subsection 242(1) of the CLC to hear Mr. Fick's unjust dismissal argument. The Human Rights Commission referred Mr. Fick's human rights complaint to the Adjudicator on January 12, 2017 as per the process set out in paragraph 41(1)(b) of the *Canadian Human Rights Act*, RSC, 1985, c H-6.

A. *Preliminary Jurisdictional Issue*

[14] On November 7, 2016, the Adjudicator wrote to the parties. She informed them of the hearing process and asked for their availabilities.

[15] On November 22, 2016, the Numbered Company raised a preliminary objection, arguing that the Adjudicator lacked jurisdiction to hear the complaint for two reasons. First, the Numbered Company argued that Mr. Fick is an independent contractor, and therefore outside of the CLC's scope of application. Second, and in the alternative, the Numbered Company argued that even if Mr. Fick was an employee, he is outside of the Adjudicator's jurisdiction because employees must follow the grievance procedure set out in the collective agreement. Mr. Fick argued that although he was an employee, he was a non-unionized employee. Thus, he says he was not covered by the grievance procedure. As the Adjudicator did not conclude on this issue, it was not considered by this Court on judicial review.

[16] In an email dated November 23, 2016, the Adjudicator explained that she would consider the jurisdictional issue at the hearing and asked both parties to make submissions on the jurisdictional issue:

While I appreciate the expense and inconvenience with having this matter heard in Slave Lake, my practice is to have the preliminary objections heard at the outset of the Unjust Dismissal hearing before the merits of the allegation. This ensures that the parties are able to provide the best evidence on the point of whether Mr. Fick was an employee or not for the purpose of establishing my jurisdiction. I would then reserve on my ruling as to Mr. Fick's status and proceed with the hearing in order to be most efficient and respectful of the parties time.

[17] Both parties submitted evidence and submissions on the jurisdictional issue. On March 28, 2017, the Numbered Company requested that the Adjudicator hold a hearing solely on the jurisdictional issue. The Numbered Company submitted that it would be inappropriate to hold an in-person hearing, which would add expense and travel, when Mr. Fick's own evidence also indicated that the Adjudicator was without jurisdiction.

[18] On March 29, 2017 the Adjudicator agreed to hold a hearing solely on the jurisdictional issue. She therefore adjourned the in-person hearing on the merits which had been scheduled for April 11 and 12, 2017.

[19] On July 25, 2017, the Adjudicator wrote to the parties again. She advised that due to both of the parties insufficiently citing to case law, she had conducted her own research. She explained that as an adjudicator, she must apply the current state of the law when determining whether someone is an employee for the purpose of the CLC. The Adjudicator further stated that she found the case *Dynamex Canada Inc v Morgan*, [2002] CLAD No 147 [*Dynamex*] persuasive, and asked each party to provide an affidavit with answers to 46 questions she had thought of based on this case. She also asked for submissions regarding the application of the collective agreement in the event she decided that Mr. Fick was an employee.

B. *The Telephone Hearing*

[20] In September 2017, the parties provided written submissions. These submissions differed significantly. Consequently, the Adjudicator decided that a telephone hearing would be necessary.

[21] On November 20, 2017, the telephone hearing took place. The only issue to be determined was the question of jurisdiction. Mr. Fick represented himself during the hearing. Both Mr. Fick and Mr. Davis provided affidavit evidence as well as oral testimony.

C. *The Decision*

[22] The Adjudicator found that Mr. Fick's assertions were based on his understanding of his prior job as an owner-operator, but that this past role did not necessarily reflect the terms of the contract agreed to in 2006. The Adjudicator also noted that without a written contract in the record, there were a number of grey areas. She found that these grey areas meant she could not just rely on Mr. Fick's own interpretation. Instead, she relied on the work practices admitted by Mr. Fick.

[23] The Adjudicator found that the contractual terms did not substantially change during the period from 2006 to 2016. She therefore determined that the evidence of the parties' practices from about 2013 to 2016 (when Mr. Matt Davis acted as Area Service Manager) would be similar to the terms originally agreed upon by the parties.

[24] The Adjudicator's decision mainly relies on two cases: *671122 Ontario Ltd v Sagaz Industries Canada Inc*, 2001 SCC 59 [*Sagaz*] and *Dynamex*. Using the *Sagaz* framework, the Adjudicator considered the following five factors: level of control; ownership of tools and equipment; whether the worker has the right to hire helpers or others to perform the work; the extent of investment in the business by the worker; and who bears the chance of profit or loss.

(a) *Level of Control*

[25] With regards to the level of control, the Adjudicator found that Mr. Fick himself controlled his work. For example, he controlled the route, order, time, and distance he travelled. Mr. Fick argued he was being controlled because he was required to deliver the freight the same day. But the Adjudicator determined that same day delivery is an industry guideline and part of

the negotiated contract. The Adjudicator also found that the Numbered Company could not discipline Mr. Fick, did not require daily reporting, and did not control his hours of work or start time.

[26] The Adjudicator also determined there was limited communication between the parties, who usually only spoke to address customer concerns or a delivery issues. As part of his evidence, Mr. Fick provided phone records to illustrate that communications were higher after his hospitalization, but the Adjudicator found this only indicated the Numbered Company's attempts at managing the work without him, especially as he exclusively had worked in the Metro Slave Lake area.

[27] The Adjudicator next addressed Mr. Fick's argument that he was an employee because he solely worked for Loomis and could not work for others due to his 10-12 hour shifts. The Adjudicator found that Mr. Fick could have worked for other customers or hired his own employees, but chose not to do so.

[28] The Adjudicator also determined that Mr. Fick was not required to wear a uniform, was not required to have a certain type of vehicle, and was not required to decal his vehicle with the Loomis logo.

[29] The Adjudicator accepted Mr. Fick's evidence that the Numbered Company provided him with Dangerous Goods and Can Par training. However, the Adjudicator did not find this was evidence of control over him. Rather, the Adjudicator found that by doing this, the Numbered Company was ensuring their Agents understood how to perform their work, which allowed the Numbered Company to ensure compliance with the law.

(b) *Ownership of Tools and Equipment*

[30] In regards to the ownership of tools and equipment factor, the Adjudicator found that Mr. Fick owned his own delivery truck. The Adjudicator also relied on Mr. Fick's own evidence that the truck was "a business investment in the hands of WB Enterprises for the purposes of his taxes." In regards to Mr. Fick's argument that WB Enterprises was not incorporated, and that the company and himself were "one", the Adjudicator explained that he was still operating a business. The Adjudicator noted he also obtained benefits by declaring business income, such as the benefit of writing off his operating expenses. Although the Numbered Company provided Mr. Fick with a scanner, the scanner was only used to track the packages in and out.

(c) *Right to hire others to perform the work*

[31] In regards to the right to hire others, the Adjudicator found that Mr. Fick's own evidence established that the Numbered Company encouraged him to hire other drivers.

[32] Mr. Fick argued that the fact the Numbered Company had company drivers cover his route while he was hospitalized supported his argument. Although Mr. Davis assisted with hiring a relief driver when Mr. Fick was hospitalized, the Adjudicator found this was to cover the Numbered Company's own invoices and noted that WB Enterprises paid the driver. The Adjudicator determined that the assistance provided by the Numbered Company's management spoke to their relationship as well as the business reality that the Numbered Company needed to continue to operate even while Mr. Fick was unable to work. She was therefore unpersuaded that having company drivers cover Mr. Fick's route indicated that he was an employee.

(d) *Risk of profit or loss*

[33] In regards to the risk of profit or loss factor, the Adjudicator accepted Mr. Fick's evidence that he solely did work for Loomis. However, the Adjudicator explained that whether the opportunity to work for others exists is the important factor, not whether someone availed himself of that opportunity. Although Mr. Fick argued his long shifts made it impossible to work for others, the Adjudicator explained that he could have hired more staff to take on the extra work.

[34] Mr. Fick also argued that he could not alter the rates, and that he could not negotiate with customers or offer discounts. However, the Adjudicator explained that as a contractor, he was subject to these contractual terms with the Numbered Company. And since Mr. Fick controlled the deliveries, the Adjudicator found he could maximize his time, add efficiencies, or try to renegotiate his contract.

[35] The Adjudicator found Mr. Fick's situation was comparable to two wage recovery cases that determined the workers were independent contractors: *Greyhound Canada Transportation Corp and Lefler*, [1999] CLAD No 155 and *Libra Transport (BC) Ltd v Dundas*, [2012] CLAD No 218. In particular, the Adjudicator found that "the manner of control, involvement of the worker in the operation of their own business, including the details of invoicing and work were very comparable to the situation in the facts before me".

[36] The Adjudicator also recognized her responsibility to ensure that legislative policy goals are adhered to, and especially that "those persons in a position of economic dependency are not exploited by those with economic power" (*Masters v Bekins Moving & Storage (Canada) Ltd*,

[2000] CLAD No 702; *Brouillette v H&R Transport Ltd*, [2010] CLAD No 315). But the Adjudicator did not find Mr. Fick needed protection. Rather, the Adjudicator pointed out that Mr. Fick made a conscious decision when he turned down the 2006 offer, created a business entity, and then entered into a contract for a dramatically higher \$500 flat rate all-inclusive contract. As a result, the Adjudicator found that Mr. Fick did not need protection from an economic power imbalance, and that he had made a conscious decision for financial remuneration:

[144] I find that Mr. Fick was fully aware and made a conscious decision to act as an Agent based on the differences in the financial remuneration. This was a calculated decision and one that he acted on for approximately 10 years before the unfortunate set of circumstances that resulted in his not being able to work. At that time it became convenient for him to argue that he was an employee.

[37] In the decision dated January 19, 2018, the Adjudicator decided that Mr. Fick was an independent contractor. Therefore, the Adjudicator also found that she was without jurisdiction and dismissed the unjust dismissal complaint.

[38] As a consequence of her determination that Mr. Fick was an independent contractor, the Adjudicator was similarly without jurisdiction to hear his human rights complaint.

III. Issue

[39] The primary issue on this judicial review is whether the Adjudicator reasonably assessed the evidence in deciding that Mr. Fick was an independent contractor.

IV. Standard of Review

[40] The issue involves reviewing the Adjudicator's assessment of the evidence. Courts give deference to decision-makers' findings of fact (*Dunsmuir v New Brunswick*, 2008 SCC 9 at para 51 [*Dunsmuir*]); *Caron Transport Ltd v Williams*, 2018 FC 206 at para 35). In addition, section 243(1) of the CLC contains a privative clause, stating that "[e]very order of an adjudicator appointed under subsection 242(1) is final and shall not be questioned or reviewed in any court." The existence of this privative clause is a further indication that the reasonableness standard of review applies to this issue (*Dunsmuir* at para 52). For these reasons, I will review the Adjudicator's assessment of the evidence on the reasonableness standard.

V. Analysis

[41] Prior to the judicial review hearing, the Court received requests from each of the parties. The Court granted counsel for the Numbered Company's request to appear by video conference from Montreal. In addition, Mr. Fick requested the Court to allow his wife, Bonny Kruger, to assist him in making submissions during the hearing. Considering the significant medical events and heart issues suffered by her husband, the request was granted and Ms. Kruger made submissions on Mr. Fick's behalf (*Scheuneman v Canada (Attorney General)*, 2003 FCA 439 (CanLII) at para 5 and Rule 3 of the *Federal Courts Rules*, SOR/98-106). However, during the judicial review hearing, it became clear that Mr. Fick, although soft spoken, was capable of making submissions on his own. At that point, the Court proceeded with Mr. Fick representing himself.

A. *Did the Adjudicator reasonably assess the evidence?*

[42] Mr. Fick submits that the Adjudicator unreasonably assessed the affidavit evidence. For instance, he argues that the Adjudicator heavily relied on the affidavit of Mr. Davis, despite the fact that Mr. Davis did not work for the company during the entire period his affidavit speaks to. At paragraph 15, Mr. Davis says that the Human Resources department does not know who Mr. Fick is. Yet, Mr. Fick's evidence before the Adjudicator included a payroll deposit.

[43] Mr. Fick also submits that the adjudicator unreasonably assessed the affidavit of Kim Glenn dated May 4, 2017 because she also did not work for the Numbered Company during the time her affidavit speaks to.

[44] Mr. Fick further submits that the Adjudicator ignored important pieces of the evidence. For example, he says she ignored: 1) his evidence that when his house burned down in the 2011 Slave Lake Wildfire, DHL gathered donations for him and called him one of their own; 2) a Transportation of Dangerous Goods employee certificate which was issued to him; 3) his evidence that he had to use a scanner issued by Loomis; 4) his testimony about the requirement to display Loomis decals on his truck; and 5) the affidavit of Steve Anderson.

[45] In response, the Numbered Company argues that Mr. Fick did not raise any issue about the affidavit of Matt Davis or Kim Glenn at the hearing, and so he cannot say the Adjudicator failed to consider this argument now. The Numbered Company also submits that under the CLC, the Adjudicator had discretion under paragraph 242(2)(c) to receive and accept evidence as she saw fit.

[46] The Numbered Company also submits that the Adjudicator explicitly considered some of Mr. Fick's evidence. For example, the Numbered Company submits the dangerous goods certificate is considered at paragraphs 47, 65, and 134, that his scanner is discussed at paragraphs 36, 42-44, 72, 89, 108 and 127, and that the vehicle decals are considered at paragraphs 28, 63, 86, 102, and 125. The Numbered Company conceded that the Adjudicator does not mention the affidavit of Steve Anderson, but argued that a decision-maker does not need to cite to every piece of evidence (*Scheuneman v Canada (Attorney General)*, [2000] 2 FC 365 (FCTD) at para 47), and submitted that in any event, the affidavit of Steve Anderson was irrelevant to the jurisdictional issue.

[47] I agree with Mr. Fick that the Adjudicator unreasonably assessed the evidence. I have considered the powers given to adjudicators under paragraph 242(2)(c) of the CLC:

Powers of adjudicator

242 (2) An adjudicator to whom a complaint has been referred under subsection (1)

(a) shall consider the complaint within such time as the Governor in Council may by regulation prescribe;

(b) shall determine the procedure to be followed, but shall give full opportunity to the parties to the complaint to present evidence and make submissions to the adjudicator and shall consider the information relating to the complaint; and

(c) has, in relation to any complaint before the adjudicator, the powers conferred on the Canada

Pouvoirs de l'arbitre

242 (2) Pour l'examen du cas dont il est saisi, l'arbitre :

a) dispose du délai fixé par règlement du gouverneur en conseil;

b) fixe lui-même sa procédure, sous réserve de la double obligation de donner à chaque partie toute possibilité de lui présenter des éléments de preuve et des observations, d'une part, et de tenir compte de l'information contenue dans le dossier, d'autre part;

c) est investi des pouvoirs conférés au Conseil canadien des relations industrielles par

Industrial Relations Board, in relation to any proceeding before the Board, under paragraphs 16(a), (b) and (c).

[48] As set out above, an adjudicator gains the powers conferred under paragraphs 16(a), 16(b) and 16(c) of the CLC. Paragraph 16(c) relaxes the rules of evidence for adjudicators, granting them the power “to receive and accept such evidence and information on oath, affidavit or otherwise as the Board in its discretion sees fit, whether admissible in a court of law or not”. While an adjudicator enjoys more flexibility in determining whether evidence is admissible, he or she must still reasonably assess the weight and the sufficiency of that evidence once it is determined to be admissible.

[49] In this case, the affidavits of Matt Davis and Kim Glenn in this matter plainly do not contain first-hand knowledge. Kim Glenn’s affidavit, for instance, swears to know that Mr. Fick had a verbal contract with DHL:

4. The Complainant, Mr. Warren Fick, is an individual who worked for WB Enterprises, an entity that began providing services to DHL in or around 2006 through a verbal contract for services.
5. By this contract, WB Enterprises, undertook to provide services on behalf of DHL to the latter’s clients and such at a rate as negotiated and agreed to by the parties.
6. In or around May of 2011, through its newly formed subsidiary, TransForce acquired the Canadian domestic operations of DHL. In doing so, TransForce changed the operating name to Loomis as it had formerly been.

[50] So too does the affidavit of Matt Davis:

4. The Complainant, Mr. Warren Fick, is an individual who worked for WB Enterprises, an entity that began providing services to DHL in or around 2006 through a verbal contract for services.

[51] It is impossible for the two affiants to have first-hand knowledge of this event. In addition, they do not indicate how they became aware of this information. Yet, nothing in the reasons demonstrates that the Adjudicator reasonably turned her mind to this issue or considered that it might affect the weight to be given to the affidavits. Further, there is nothing in the decision to indicate that the Adjudicator recognized other factors that might have affected the weight given to the parties' respective evidence, such as the sufficiency or the self-serving nature of the evidence (*Lv v Canada (Citizenship and Immigration)*, 2018 FC 935 at paras 42-45). In this case, where no written contract was provided in the evidence, it was all the more important for the Adjudicator to properly weigh the evidence before her to determine the true nature of Mr. Fick's role with the Numbered Company.

[52] I am shocked that the Numbered Company argued that DHL entered into a verbal contract for services with Mr. Fick in exchange for a sum of \$125,000, but leaving this aside, the Adjudicator had the duty to reasonably determine the terms of the contract based on the evidence before her. In reaching her decision about the contractual terms, she determined that some of the parties' practices during the period from 2013 to 2016 (when Mr. Matt Davis acted as Area Service Manager) were similar to the terms originally agreed upon by the parties. However, the Adjudicator should also have considered that the evidence given by Matt Davis and Kim Glenn on certain of the parties' practices and on the contractual terms originally agreed upon was not first-hand knowledge and that the self-serving nature of this evidence could impact on its sufficiency, especially when weighed against Mr. Fick's contrary evidence. Had the Adjudicator taken this into consideration and explained how she weighed the evidence, she may well have concluded differently on Mr. Fick's employment status. Thus, I agree with Mr. Fick that the affidavit evidence was not reasonably assessed.

[53] I further find that the Adjudicator did not reasonably assess the evidence about whether Mr. Fick was required to put the Loomis logo on his truck. Specifically, the reasoning does not lead to her conclusion, and fails to explain why she accepted one testimony over another. The Adjudicator found that the Numbered Company may or may not have paid for the decals, and found that the photographic evidence established that Mr. Fick's vehicle did display the Loomis logo:

[63] I also accept that Mr. Fick may have had a logo or decal on his vehicle and while the Respondent may or may not have paid for the addition of the labeling, there is no evidence that it was required. Again it is clear from Mr. Fick's photographic evidence that the Agent who replaced him had no decals or logos on their vehicle stipulating it as a Loomis truck. His evidence was that the Respondent knew about the labeling and did not ask him to remove it.

[54] Yet, the Adjudicator also accepted that it would be "a violation of the contracting out provisions of the collective agreement for Mr. Fick to be operating a decaled vehicle." Although the Adjudicator then found that the Numbered Company's witness established "that he was unaware and did not approve any decals on the WB Enterprises vehicle", this testimony is contradicted by Mr. Fick's testimony that the Numbered Company was in fact aware of them. The Court is left wondering why the Adjudicator accepted this testimony over Mr. Fick's testimony. As Mr. Fick aptly put it at the hearing, the Loomis logo came from somewhere. Similarly, the Adjudicator's finding that the Numbered Company may have paid for the logo yet at the same time had no awareness of its existence is unintelligible reasoning.

[55] In sum, the assessment of the evidence does not satisfy the *Dunsmuir* requirements of justification, transparency and intelligibility (*Dunsmuir* at para 47).

VI. **Costs**

[56] Having considered all the factors, there will be no costs.

VII. **Conclusion**

[57] I will grant this application for judicial review, and the matter is to be redetermined by a different decision-maker.

JUDGMENT in T-208-18

THIS COURT'S JUDGMENT is that:

1. The application for judicial review is granted.
2. There shall be no costs.

"Shirzad A."

Judge

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-208-18

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PLACE OF HEARING: EDMONTON, AB

DATE OF HEARING: DECEMBER 18, 2018

JUDGMENT AND REASONS: AHMED J.

DATED: MAY 30, 2019

APPEARANCES:

Warren Fick

FOR THE APPLICANT
(ON HIS OWN BEHALF)

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Mariam Guirguis

FOR THE RESPONDENT

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