Federal Court  Cour fédérale

Date: 20250220

Docket: T-1199-24

Citation: 2025 FC 342

Ottawa, Ontario, February 20, 2025

PRESENT: The Honourable Madam Justice McVeigh

BETWEEN:

DAMON ATWOOD
LAUREN MINTOFF

Applicants

and

ATTORNEY GENERAL OF CANADA

Respondent

JUDGMENT AND REASONS

[1] This Application is for judicial review of a decision finding the Applicants ineligible to apply for the Depressed Market Benefit under the *Integrated Relocation Program: Relocation Policy for the Royal Canadian Mounted Police* [the IRP 2009]. The IRP 2009 was a relocation policy adopted by the Treasury Board of Canada and administered by the Royal Canadian Mounted Police [RCMP]. The decision at issue was made at the final level of internal review by an RCMP grievance adjudicator [the Final Adjudicator] on March 12, 2024 [the Decision].

[2] I note that the self-represented Applicants did an excellent job acting for themselves..

[3] For the reasons that follow, this Application is granted and will be sent back for re-determination.

I. FACTS

[4] The Applicants are Corporal Damon Atwood and Constable Lauren Mintoff, a married couple who are both members of the RCMP.

[5] In 2010 and 2011, the RCMP transferred the Applicants to Fort McMurray, Alberta. On November 30, 2011, they purchased a home in Fort McMurray for $465,000 [the Property]. In October 2015, the RCMP transferred the Applicants from Fort McMurray to Edmonton, Alberta. Around this time, housing prices in Fort McMurray began to decline, a trend that worsened following major wildfires and other economic downturns in the region.

[6] At the time the of the Applicants' transfer, the RCMP administered the IRP 2009 in partnership with a third-party company, Brookfield Global Relocation Services [Brookfield]. The Applicants were assigned a Relocation Advisor [RA] from both Brookfield and the RCMP.

[7] The IRP 2009 included various home equity and relocation compensation provisions (see Appendix A), three of which are at issue in this case:

a) The Home Equity Assistance Program [HEAP] provided up to $15,000 to relocated RCMP members whose homes had decreased in value during their previous posting

(IRP 2009, s 3.09). The HEAP was only available if the home was valued at less than $300,000 [the $300,000 Cap] (IRP 2009, s 3.09(2)).

b) Depressed Market Status [the Depressed Market Benefit] was available under certain conditions (IRP 2009, s 3.10). It applied when the housing market in the relocated member's community had declined by at least 20% since the time of purchase [the 20% Reduction Requirement]. The IRP 2009 required the RCMP member and their realtor to "build a business case" demonstrating that the housing market had declined as specified. If the Treasury Board Secretariat agreed that the community was depressed at the time of the application, the member was entitled to reimbursement for the full value of their loss.

c) If members chose not to sell their home-at-origin after being transferred, the Real Estate Incentive [REI] was available. It offered up to 80% of the real estate commission that would have otherwise been payable on the sale of their home-at-origin (IRP 2009, s 2.05(3)(b)). The REI was capped at $12,000 and required members to sign a waiver relinquishing the "right to claim any costs associated with this residence," including "any and all future disposal costs and any potential further incentives for this property under the IRP" [the REI Waiver] (IRP, s 1.08(2)(i), Appendix F).

[8] In 2017, the IRP 2009 was repealed and replaced with a new relocation directive [the RD 2017]. The RD 2017 applied to "all transfers issued on or after 1 April 2017." It increased the value of HEAP from $15,000 to $30,000 and removed the $300,000 Cap. The RD 2017 also eliminated the Depressed Market Benefit in its entirety.

[9] On October 30, 2015, the Brookfield RA responded to an email inquiry from the Applicants about what benefits options they had if they did not sell their home. The Brookfield RA stated that both the HEAP and the Depressed Market Benefit were subject to the $300,000

Cap. Given that the Property had been purchased for $465,000, the Applicants were told that they had only one option: the REI. Mr. Atwood referenced this information in a subsequent email exchange with the Applicants' RCMP RA regarding other benefits under the IRP 2009, but it was not corrected.

[10] Relocated RCMP members only have a limited time to decide on how they will proceed (15 working days after receipt of the property appraisal: IRP, s 1.08(2)(f)). Relying on the RA's information that they could only receive compensation under the REI and faced with a poor real estate market in Fort McMurray, the Applicants elected not to sell the Property. On November 11, 2015, they accepted an REI payment of $12,000. The Applicants then completed their transfer to Edmonton.

[11] In April 2020, the Applicants became aware of efforts by other RCMP members who had relocated and were seeking to dispute the elimination of the Depressed Market Benefit in the RD 2017. As a result of these disputes, the Applicants say that they learned of the supposed incorrect application of the $300,000 Cap on the Depressed Market Benefit in the IRP 2009.

[12] On April 8, 2020, the Applicants submitted an email request for retroactive eligibility to make a case for the Depressed Market Benefit. The RCMP denied their request, prompting the Applicants to file a grievance on April 11, 2020 [the April 2020 Grievance].

[13] On February 24, 2021, the Federal Court rendered the decision *Green v Canada (Attorney General),* 2021 FC 178 [*Green*]. *Green* held that the $300,000 Cap did not apply to the Depressed Market Benefit under the IRP 2009.

[14] After learning of the Court's findings in *Green*, the Applicants submitted another request to RCMP Relocation Services on June 9, 2021. Again, they sought permission to submit a business case for the Depressed Market Benefit. However, the RCMP advised the Applicants that they could not reopen the Applicants' relocation file, as the 24-month period to complete the transfer had expired [the 24-month Relocation Period]. On July 5, 2021, the Applicants grieved this decision as well [the July 2021 Grievance].

[15] In August 2022, the April 2020 and July 2021 Grievances were consolidated [the Consolidated Grievance].

[16] The crux of both Grievances was the Applicants' submission that the RA was incorrect to inform them during their 2015 transfer that they were not eligible for the Depressed Market Benefit. This misinformation led them to be told they only had one relocation option out of the three discussed above. They were denied the opportunity to apply for the potentially more lucrative Depressed Market Benefit and were left with only the REI.

[17] On January 26, 2023, the RCMP's initial-level adjudication panel [the Initial Panel] issued a decision dismissing the Applicants' Consolidated Grievance [the Initial Decision].

[18] On February 1, 2023, the Applicants requested a review of the Initial Decision at the final level of the grievance process. The Final Adjudicator upheld the Initial Decision to dismiss the Applicants' Grievance.

[19] The Final Adjudicator's review is the Decision at issue in this Application.

II. ISSUES

[20] The parties presented many issues related to the merits of the Decision, but the only issues necessary for me to determine are:

i. Whether the Decision was reasonable; and

ii. Whether the Court should decide the Applicants' retroactive entitlement to apply for the Depressed Market Benefit or remit this matter for re-determination.

III. STANDARD OF REVIEW

[21] Both parties accept that the standard of review in this matter is reasonableness.

[22] When applying the reasonableness standard, the reviewing court must begin its inquiry "by examining the reasons provided with 'respectful attention' and seeking to understand the reasoning process followed by the decision maker to arrive at its conclusion" (*Canada (Minister of Citizenship and Immigration) v Vavilov*, 2019 SCC 65 at para 84 [*Vavilov*]). A reasonable decision "is one that is based on an internally coherent and rational chain of analysis and that is justified in relation to the facts and law that constrain the decision maker" (*Vavilov* at para 85).

[23] To make the determination, the reviewing court "asks whether the decision bears the hallmarks of reasonableness — justification, transparency and intelligibility — and whether it is justified in relation to the relevant factual and legal constraints that bear on the decision" (*Vavilov* at para 99). A decision that displays these qualities is entitled to deference from the reviewing court. When applying the reasonableness standard, it is not the role of the reviewing

court to decide the issue itself, reweigh or reassess the evidence considered by the decision-maker, or interfere with factual findings, unless there are exceptional circumstances (*Vavilov* at paras 83, 125).

[24] Notwithstanding the robust reasonableness analysis prescribed in *Vavilov*, the Federal Courts – in reviewing RCMP grievance decisions – have cautioned against an overreaching form of reasonableness review, also known as "disguised correctness" (see *Mitchell v Canada (Attorney General)*, 2022 FC 33 at paras 23-24 [*Mitchell*], quoting *Canada (Attorney General) v Zalys*, 2020 FCA 81 at paras 15 (majority), 80-84 (dissent)).

[25] Finally, I note that the task at hand for this Court is to review the Final Adjudicator's assessment of the Initial Decision. In other words, the judicial review exercise in this circumstance relates to the reasonableness of the Final Adjudicator's review – as the Final Adjudicator itself was not the first instance decision-maker under the administrative scheme (*Mitchell* at para 25; *Commissioner's Standing Orders (Grievances and Appeals)*, SOR/2014-289, s 18(2)).

IV. ANALYSIS

[26] This Decision involves multiple legal and practical complexities. However, I will focus on a single issue: the Final Adjudicator's consideration of the alleged misrepresentation. This does not imply that the remaining issues are no longer relevant for reconsideration by a new adjudicator.

[27] Relying on *Pham v Canada (Citizenship and Immigration)*, 2018 FC 1251 at para 36 [*Pham*], the Initial Panel decided that the *Green* decision did not have retroactive effect as to create substantive rights to change a previous decision rendered. In other words, the relevant law to apply was the IRP 2009 as it stood at the time of the alleged misrepresentation.

[28] The Final Adjudicator agreed with the Initial Panel's application of *Pham* and distinguished the facts in *Green* from the Applicants' circumstances. The Final Adjudicator noted the Federal Court's holding in *Green* – that the removal of the $300,000 Cap applied to both the Depressed Market Benefit and HEAP – but interpreted that ruling as pertaining only to the IRP 2009 during the period amended by the RD 2017. In other words, the Federal Court "did not question the $300,000 cap in the original policy… it found it unreasonable that the removal of the $300,000 cap was not applied to the [Depressed Market Benefit] in the amended 2009 IRP policy." The Final Adjudicator maintained that the state of the law in 2015 – the time at issue – was that the $300,000 Cap applied to the Depressed Market Benefit.

[29] The Respondent has conceded that the Final Adjudicator misapplied the law in *Green* and *Pham*. In *Green*, Justice Pentney conducted a detailed analysis of the IRP 2009 and concluded that the $300,000 Cap did not apply to the Depressed Market Benefit (see *Green* at paras 26-51).

[30] In this case, both the Initial Panel and the Final Adjudicator distinguished *Green* to dismiss the Applicants' misrepresentation argument. I find that doing so was an error of law that the Final Adjudicator should have corrected in their review of the Initial Decision.

[31] The Final Adjudicator failed to reasonably justify or explain their departure from *Green* when constructing the "state of the law in 2015." As *Vavilov* instructs, where "there is a relevant case in which a court considered a statutory provision, it would be unreasonable for an administrative decision maker to interpret or apply the provision without regard to that precedent. The decision maker would have to be able to explain why a different interpretation is preferable" (*Vavilov* at para 112).

[32] In this case, the decision-makers below merely asserted that, in 2015, the state of the law was consistent with the representation made by the Brookfield RA to the Applicants. Based on this, they concluded that the retroactive application of *Green* was precluded by *Pham*. However, the adjudicators provided no evidence or reasoning in support of their interpretation of the "state of the law in 2015." I find that they failed to explain how the IRP 2009 could be read in such a way to justify their conclusion. They distinguished *Green* without considering that the RA's understanding of the $300,000 Cap on the Depressed Market was not only unsupported but also incorrect.

[33] I agree with the Applicants that *Green* establishes that the $300,000 Cap had never applied to the Depressed Market Benefit. It was unreasonable for the Final Adjudicator to ignore the Applicants' central argument that an error made in 2015 is just as wrong as one made in 2021. At each level of adjudication, the Applicants consistently argued that the ultimate issue was that the $300,000 Cap had never applied. *Green* confirmed, as a matter of law, that their position was correct.

[34] Given this flawed rationale, the Final Adjudicator provided no alternative basis to reject the Applicants' argument that the RCMP and Brookfield RAs – acting as agents of RCMP Relocation Services – misrepresented the benefits available to the Applicants in 2015.

[35] Upon judicial review, the Respondent introduced a new basis to dismiss the Applicants' position: "Recission for innocent misrepresentations requires, among other things, that the representation was of an existing *fact*, that induced a party to enter a contract, *and* that it is possible to restore the parties to their pre-contract position" [emphasis in original].

[36] However, this argument was neither presented during the administrative process nor considered in either Decision. It is trite law that neither the Court nor the parties may supplement an administrative decision-maker's reasons on judicial review (*Entertainment Software Association v Society of Composers, Authors and Music Publishers of Canada*, 2020 FCA 100 at para 43; *Cliff v Canada (Attorney General)*, 2022 FC 930 at para 16; *Meeches v Wilson*, 2023 FC 1289 at paras 82-87).

[37] The Respondent submitted that the Final Adjudicator's error is immaterial because the Applicants' options would have remained unchanged even if they had not been told that the Depressed Market Benefit was subject to a $300,000 limit. The Respondent argued that, since the Applicants' Property had not decreased in value by 20% in 2015, they did not qualify for the Depressed Market Benefit.

[38] I disagree.

[39] A review of the IRP 2009 makes it clear that the 20% Reduction Requirement applies to the real estate market as a whole, not an applicant's individual property. This interpretation is supported by Justice Pentney in *Green* (see *Green* at paras 11, 30, 33, 35-36) and is evident from the wording of subsection 1.05(15) of the IRP 2009: "Depressed market means a community where the housing market has decreased more than 20% since the time of purchase" [emphasis added].

[40] In *Green* at para 33, Justice Pentney described the differences between the eligibility requirements of HEAP and the Depressed Market Benefit as follows:

> HEAP applies in the more common situation where a member has lost a marginal amount on the sale of **their home** in the usual way that markets operate. Depressed Market Status sets out a separate process that includes different eligibility requirements (namely, a **decline in the real estate market** of 20% or higher) and also requires the member and a realtor to assemble a detailed business case to justify the claim based on objective evidence about the **drop in the relevant real estate market**. It addresses a situation where there has been a dramatic decline **in a housing market**, which will obviously apply only rarely, but with much more significant and lasting impacts on a member's financial circumstances.
>
> [emphasis added]
>
> (See also the Federal Court's assessment of a similar provision from the Canadian Forces Integrated Relocation Program Directive (2009) in *Brauer v Canada (Attorney General)*, 2014 FC 488).

[41] In my view, any interpretation to the contrary is unreasonable, at least to the extent that it is not supported by a comprehensible rationale. In the April 2020 Grievance, the Applicants submitted that the RA provided them with erroneous information by stating that the Property

"did not qualify for the IRP as the house price had not declined 20% in value." The Final Adjudicator subsequently adopted this flawed interpretation.

[42] The Final Adjudicator stated that "it is the value of the residence at the time of the relocation in November 2015 that is pertinent for the [Depressed Market Benefit] status and a possible business case to [the Treasury Board]" [emphasis added].

[43] The Final Adjudicator's reasons are not rationally connected to the evidentiary record, nor the language of the IRP 2009. For instance, the record does not contain any information about the percentage of market decline for properties in Fort McMurray. This makes sense; the Depressed Market Benefit provision in the IRP 2009 states that members and their realtor are given the opportunity to "build a business case" that there was a "20% or higher decline in the real estate market" (IRP 2009, s 3.10(1)). This requires applicants and their realtor to procure extensive evidence on local market conditions (IRP 2009, s 3.10(1)(c, d)). The essence of the Applicants' Grievance was that they were deprived of the opportunity to build a business case. Further, the Applicants submitted to the Initial Panel that they had evidence to build a successful case: "there were…documents [from 2015] that supported the 20% decrease in the Fort McMurray market, which we had wished to present a business case on but were also told that we were not eligible to submit."

[44] It was unreasonable for the Final Adjudicator to equate the percentage decrease in value of the Applicants' individual Property in 2015 with the state of the market in Fort McMurray generally. Accordingly, this error resulted in the flawed conclusion that the Applicants were not

entitled to apply for the IRP 2009 in 2015 because they did not meet the 20% Reduction Requirement.

[45] Finally, the Respondent asserted that the 24-month Relocation Period in the IRP 2009 and the Applicants' signing of their REI benefits agreement, which included the REI Waiver, are dispositive on their own – the Final Adjudicator's analysis of these provisions each constituting "independent bases" justifying the Decision.

[46] In my view, the unreasonable findings identified above undermine the Final Adjudicator's assessment of these remaining issues. Therefore, without the benefit of the Final Adjudicator's reasonable conclusion on the alleged misrepresentation, it is not possible for the Court to conduct a full-reasonableness review of their analyses of the REI Waiver and the 24-month Relocation Period.

[47] However, in *obiter*, I point out, and agree with the Applicants, that the Final Adjudicator only conducted a superficial examination of these issues. For a Decision to be reasonable, the decision-maker must consider the parties' central arguments (*Vavilov* at paras 127-128).

[48] For instance, the Final Adjudicator held that the term "cost" in the REI Waiver encompassed a loss in the value of a property. They agreed with the Initial Panel that the Applicants were barred from claiming the Depressed Market Benefit. However, the Applicants had also argued that the REI was invalid because their acceptance of it was induced by an alleged material misrepresentation (e.g., "neither party could have intended to contract away

their right to a remedy neither believed was available"). This consideration was not contemplated in either Decision.

[49] Regarding the 24-month Relocation Period, the Applicants had submitted that "[t]here is no logical equivalence between the time-limit required to complete a relocation and the Grievors' request." The 24-month Relocation Period states that "cost relocations [must] be completed within 24-months"; in the Applicants' view, this provision broadly refers to the physical act of relocation and not their unique claim for the Depressed Market Benefit. In their view, "[t]he reason is obvious – in some cases, perhaps especially where a depressed market exists, the [residence-at-origin] may take more than two years to sell." On this issue, the Final Adjudicator merely adopted the Initial Panel's conclusions without elaboration or analysis of the issue.

V. RELIEF

[50] The Applicants seek as remedy that this Court issue specific directives, including an order declaring them eligible to retroactively apply for the Depressed Market Benefit.

[51] The Applicants emphasize that nearly ten years have passed since the relocation in question. They assert that the consequences of the alleged misrepresentation have placed an ongoing financial burden on them, warranting a declaration on the merits from this Court.

[52] The Respondent disagrees and reiterates many of the arguments previously discussed. In essence, that the Applicants' request for retroactive cost relocation is precluded under the IRP 2009.

[53] While I agree that I should not determine the merits of the case, this is not because I agree with the Respondent's arguments. Rather, these issues are best left to the appropriate administrative decision-maker (*Vavilov* at 139-142; *Safe Food Matters Inc v Canada (Attorney General)*, 2022 FCA 19 at para 37; *Laporte v Canada (Attorney General)*, 2021 FC 118 at para 42). It is for an RCMP adjudicator – acting as the merits-decider considering any new evidence presented – to make that determination. For that reason, I will send it back to be re-determined by a different decision maker.

[54] Given the nature of the arguments and the practical implications of this determination, this matter is a perfect candidate for alternative dispute resolution. While I do not make such an order, I suggest that the parties consider this option.

VI. CONCLUSIONS

[55] I find that the Final Adjudicator committed reviewable errors, necessitating reconsideration of this matter on the merits. The Decision is quashed, and the matter is remitted for re-determination by a different decision-maker. The parties should be permitted to submit additional documents to the new decision-maker if they wish.

VII. COSTS

[56] The successful Applicants (self-represented) sought costs in the amount of $500.00. This lump sum amount of $500.00, inclusive of taxes and disbursements, will be awarded to the Applicants payable forthwith by the Respondent

JUDGMENT in T-1199-24

THIS COURT'S JUDGMENT is that:

1. The Application is granted and will be re-determined by a different decision-maker after the parties make further submissions.

2. The Respondent is to pay forthwith costs to the Applicants in the amount of $500.00 inclusive of taxes and disbursements.

"Glennys L. McVeigh"
Judge

APPENDIX A

Integrated Relocation Program, Relocation Directive for the Royal Canadian Mounted Police, IRP 2009

The relevant sections from the *IRP 2009* are as follows:

1.03. Definitions

…

6. **Business case** is a detailed analysis of the costs, benefits and risks associated with a proposed plan which offers reasonable alternatives. It provides information necessary for making a decision about whether a plan should proceed.

…

12. **Cost relocation** means that an A-22A transfer has been issued and a relocation at Crown expense has been authorized.

…

15. **Depressed market** means a community where the housing market has decreased more than 20% since the time of purchase.

…

17. **Equity** means the sale price of the residence less any existing mortgage and/or lien, not a Member's net worth. For a bridging loan, equity is based upon the difference between the appraised value and the existing mortgage on the principal residence.

…

39. **Relocation** means the movement of a Member, spouse and/or dependants and HG&E from the principal residence at the old place of duty to the replacement principal residence.

…

1.05. Purpose and Scope

2. The IRP is applicable when the Member has been issued an A-22A and a relocation at Crown expense has been authorized (See Section 1.07 for the criteria of a relocation at Crown expense).

…

5. The IRP and any limitations thereto are published as policy and not as permissive guidelines. It allows Members to make choices based on their specific needs. However, those choices shall not extend benefits or create entitlements. Discretion, be it at the Member, CRSP or departmental level, will be confined to those provisions where discretion is specifically authorized.

…

11. A cost relocation must be completed within 24 months from the date that the A-22A was issued.

…

18. When the interpretation of the IRP by the [Contracted Relocation Service Provider] and the Member differs:

a) The Member must request this interpretation in writing;

b) The Relocation Reviewer is to be consulted for clarification on interpretation provided;

c) Expenses resulting from misinterpretation or mistakes may not be reimbursed; and

d) Any funds paid to the Member in error must be returned by the Member immediately upon request by the CRSP or the RCMP.

…

1.06. Eligibility

1. The IRP outlines the various benefits available to a Member who has been issued a transfer and has been authorized a cost relocation within Canada as a consequence of employment with the RCMP, subject to Section 1.07.

…

1.08. Responsibilities

…

2. **Member**

a) The Member is responsible to know the applicable policies and ensure that any claims comply with the policies.

…

e) Within 21 days after receipt of the A-22A and authorization to relocate, the Member must: i) Contact the Relocation Reviewer; ii) Register with the CRSP; and iii) Follow the process outlined by the CRSP for appraisal and relocation services.

f) Within 15 working days of receipt of the appraisal, the Member must elect one of the following:

i) Sell the residence;

ii) Retain the residence and take the Real Estate Incentive; or

iii) Retain the residence without the Real Estate Incentive.

NOTE: The retention of the principal residence and the Real Estate Incentive are forfeited the moment the principal residence is placed for sale and such, no attempts to "try" the Real Estate market will be granted.

…

i) If the Member elects to retain the residence and accept the [REI], he/she accepts the following conditions:

i) The Member must sign a waiver foregoing any future reimbursement of real estate fees, legal fees or other related disposal costs for the property. Should a Member choose to re-occupy this residence on a subsequent relocation, the residence would be designated as a principal residence for any further relocation that might occur after re-occupancy (See Appendix F)

…

2.05. Envelope Funding Formulas

…

3. ***Personalized Envelope***

…

b) **Real Estate Incentive**

i) A Member who elects not to sell his/her residence or to sell the residence privately at the former place of duty may have 80% of the real estate commission fees transferred to the *Personalized Envelope* (taxes excluded). The amount is calculated on the appraised value times the pre-negotiated real estate commission rates times 80%, up to a maximum of $12,000.

ii) The Member can choose the Real Estate Incentive or the costs to sell the residence privately, but not both

…

3.02. Funding Overview

1. The benefits outlined in this Section are funded from the *Core*, *Customized*, and *Personalized Envelopes* as follows:

Benefit	**Core Envelope**	**Customized Envelope**	**Personalized Envelope**	**Section Reference**
…				
Home Equity Assistance Program (HEAP)	80% of qualifying loss up to $15,000	Remaining qualifying loss	When all custom funds have been expended	3.09
…				
Depressed Market Sale	100% of qualifying loss			3.10
…				

…

3.09. Home Equity Assistance Program (HEAP)

1. All requests for HEAP must be pre-approved by the [Departmental National Coordinator]/Delegate.

2. A Member who sells his/her residence for less than the original purchase price (at time of initial posting) may be reimbursed the difference (residence value capped at $300,000)

a) *Core Envelope*

i) 80% of qualifying loss up to $15,000

b) *Customized/Personalized Envelopes*

i) Remaining qualifying loss

3. The original purchase price may be increased for amounts spent for eligible capital improvements (see Section 3.11).

4. It is the responsibility of the Member to ensure all possible effort is made to prevent the need for HEAP. If an equity loss is a direct result of neglectful actions of the Member (e.g. ignoring advice from the [Contracted Relocation Service Provider], and building a

house in a declining market with no existence of comparable housing) the claim for HEAP may be reduced or rejected.

5. Any reduction in the sale price based upon deferred maintenance will not be allowed when calculating HEAP.

EXAMPLE: Inspection of residence reveals that furnace must be replaced. If the asking price is reduced in lieu of replacing the furnace, this amount is excluded under HEAP.

6. HEAP is not applicable to EX-equivalent Members.

3.10. Depressed Market Status

1. The Member and the realtor must build a business case for the depressed market status (20% or higher decline in the real estate market) approval by submitting the following documentation to the [Contracted Relocation Service Provider] for furtherance to the [Departmental National Coordinator]/delegate for authorization by the Project Authority at Treasury Board Secretariat.

a) Personal introduction including an outline of changes in the local economy evident during the time at origin.

b) All pertinent information with respect to the purchase of the subject property. This would include the original purchase agreement, the current appraisal report, list of the capital improvements made to the property and the related costs. Also, the appraised value when originally purchased and any property assessments since the time of purchase. Regarding cost of construction, this will require submission of original receipts to confirm the original purchase price, if a building contract was not used. Capital improvements must be supported by original receipts only.

c) General and specific information on the geographic location and local economic state; i.e. the circumstances in the surrounding areas such as mill closures, unemployment rate, school closures. Include relevant newspaper articles, memos, and objective evidence of market decline. Also, include sale date, date offer received, listing date list price, reduced list price and any home equity loss paid.

d) For real estate information:

i) Letter from Realtor expressing his/her professional opinion of the overall decline in the market since time of purchase;

ii) Copies of comparable sales (similar type residences) that were concluded within the past 6 to 12 months;

iii) Number of current listings in various price ranges and number of days on the market;

iv) Number of sales (year-to-date) in various price ranges and number of days on the market;

v) Number of sales during previous 2 years in various price ranges and number of days on the market;

vi) Number of foreclosures (year-to-date) and same for previous 2 years; and

vii) Current vacancy rates and similar information from previous years.

NOTE: All items must be labelled with a table of contents.

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-1199-24
STYLE OF CAUSE:	DAMON ATWOOD AND LAUREN MINTOFF v ATTORNEY GENERAL OF CANADA
PLACE OF HEARING:	HELD BY WAY OF VIDEOCONFERENCE
DATE OF HEARING:	JANUARY 15, 2025
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DATED:	FEBRUARY 20, 2025

APPEARANCES:

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Daniel Vassberg	FOR THE RESPONDENT

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