Federal Court Cour fédérale

Date: 20250911

Docket: T-532-25

Citation: 2025 FC 1401

Ottawa, Ontario, September 11, 2025

PRESENT: The Honourable Mr. Justice Duchesne

BETWEEN:

MICHAEL MOREAU

Applicant

and

OTTAWA INTERNATIONAL AIRPORT AUTHORITY

Respondent

ORDER AND REASONS

[1] The Respondent Ottawa Macdonald-Cartier International Airport Authority [the Respondent or OIAA] has brought a motion in writing pursuant to Rule 369 of the *Federal Courts Rules*, SOR/98-106 [the *Rules*] for an Order striking the Applicant's Notice of Application filed on February 18, 2025 [the NOA] and for various orders in the alternative.

[2] In brief, the Respondent argues that the facts alleged in the NOA, even if considered true, do not give rise to the relief sought by the Applicant.

[3] The Applicant, a frequent user of this Court's services in matters of language rights litigation, argues that his NOA is arguable and that the Respondent's motion should be dismissed.

[4] For the reasons that follow, the Respondent's motion is granted and the Applicant's NOA is struck without leave to amend. As will be seen below, the Applicant's factual and legal admissions against interest in both the NOA and his written representations on this motion confirm that the NOA is bereft of any possibility of success.

I. **The Law Applicable to a Motion to Strike an Application**

[5] The applicable test on a motion to strike an application for judicial review is set out in *Canada (National Revenue) v JP Morgan Asset Management (Canada),* 2013 FCA 250 [*JP Morgan*]. The Federal Court of Appeal wrote at paragraph 47 of that decision that:

> "The Court will strike a notice of application for judicial review only where it is "so clearly improper as to be bereft of any possibility of success" […] There must be a "show stopper" or a "knockout punch" – an obvious, fatal flaw striking at the root of this Court's power to entertain the application."

[6] The Supreme Court of Canada has reiterated this test and confirmed its application in *Iris Technologies Inc. v Canada,* 2024 SCC 24 [*Iris*]:

> [26] There is no dispute on the proper test to be applied on a motion to strike in this context. A court seized of a motion to strike assumes the allegations of fact set forth in the application to be true and an application for judicial review will be struck where it is bereft of any possibility of success (*JP Morgan Asset Management (Canada) Inc. v. Canada (National Revenue),* 2013 FCA 250, [2014] 2 F.C.R. 557, at para. 47). It is understood to be a high threshold and will only be granted in the "clearest of cases" (*Ghazi*

> *v. Canada (National Revenue)*, 2019 FC 860, 70 Admin L.R. (6th) 216, at para. 10).

[7] In determining whether the threshold to strike is met by the moving party, the Court should consider that any of the following qualify as an obvious, fatal flaw warranting the striking out of a Notice of Application (*JP Morgan* at para 66; *Dakota Plains First Nation v Smoke*, 2022 FC 911 (CanLII), at para 6 [*Dakota Plains*]):

a) If the notice of application fails to state a cognizable administrative law claim which can be brought in the Federal Court;

b) If the Federal Court is not able to deal with the administrative law claim by virtue of the *Federal Courts Act* or some other legal principle; or

c) If the Federal Court cannot grant the relief sought in the notice of application.

[8] These three situations were expanded upon by the Federal Court of Appeal in *Wenham v Canada (Attorney General)*, 2018 FCA 199 (application for leave to appeal dismissed 2021 CanLII 49683 (SCC) [*Wenham*]), as follows:

> [35] There are three distinct, analytical stages to an application for judicial review and it is useful to keep them front of mind: *Canada (Attorney General) v. Boogaard*, 2015 FCA 150, 474 N.R. 121 at paras. 35-37; *Delios v. Canada (Attorney General)*, 2015 FCA 117, 472 N.R. 171 at paras. 26-28. Whether or not Mr. Wenham's application is certified as a class proceeding, these stages remain.
>
> [36] An application can be doomed to fail at any of the three stages:
>
> > **Preliminary objections.** An application not authorized under the *Federal Courts Act*, R.S.C., 1985, c. F-7 or not aimed at public law matters may be quashed at the outset: *JP Morgan* at para. 68; *Highwood Congregation of Jehovah's Witnesses (Judicial Committee) v. Wall*, 2018 SCC 26; *Air*

Canada v. Toronto Port Authority, 2011 FCA 347, [2013] 3 F.C.R. 605. Applications not brought on a timely basis may be barred: section 18.1(2) of the *Federal Courts Act*. Judicial reviews that are not justiciable may also be barred: *Hupacasath First Nation v. Canada (Foreign Affairs and International Trade Canada)*, 2015 FCA 4, 379 D.L.R. (4th) 737. Other possible bars include res judicata, issue estoppel and abuse of process *(Danyluk v. Ainsworth Technologies Inc.*, 2001 SCC 44, [2001] 2 S.C.R. 460; *Toronto (City) v. C.U.P.E., Local 79*, 2003 SCC 63, [2003] 3 S.C.R. 77), the existence of another available and adequate forum for relief (prematurity) (*Canada (Border Services Agency) v. C.B. Powell Limited*, 2010 FCA 61, [2011] 2 F.C.R. 332; *JP Morgan* at paras. 81-90) and mootness (*Borowski v. Canada (Attorney General)*, 1989 CanLII 123 (SCC), [1989] 1 S.C.R. 342).

The merits of the review. Administrative decisions may suffer from substantive defects, procedural defects or both. Substantive defects are evaluated using the methodology in *Dunsmuir v. New Brunswick*, 2008 SCC 9, [2008] 1 S.C.R. 190; procedural defects are evaluated largely by applying the factors in *Baker v. Canada (Minister of Citizenship and Immigration)*, 1999 CanLII 699 (SCC), [1999] 2 S.C.R. 817, 174 D.L.R. (4th) 193. In certain circumstances, the application is doomed to fail at this stage right at the outset. For example, an application based on procedural defects that have been waived has no chance of success: *Irving Shipbuilding Inc. v. Canada (Attorney General)*, 2009 FCA 116 (CanLII), [2010] 2 F.C.R. 488, 314 D.L.R. (4th) 340.

Relief. In some cases, the relief sought is not available in law (*JP Morgan* at paras. 92-94) and so the application can be quashed in whole or in part on that basis.

[9] In considering a motion to strike the Court must read the notice of application under review holistically and practically with a view to understanding its real essence and essential character (*JP Morgan* at paras 49 and 50).

[10] The facts pleaded in the notice of application are to be taken as true, assuming they are capable of proof in a court of law (*Iris* at para 26; *Turp v Canada (Foreign Affairs)*, 2018 FC 12 at para 20; *JP Morgan* at paras 39 and 52; *Chrysler Canada Inc. v Canada*, 2008 FC 727, [2008] 5 C.T.C. 174, at para 20, aff'd on appeal, 2008 FC 1049). Subject to limited exceptions, none of which are at issue on this motion, affidavits are generally not admissible on a motion to strike an application (*JP Morgan* at paras 51 and 52).

[11] Accepting facts as pleaded in a notice of application as true for the purposes of a motion to strike does not entail that characterisations of fact or speculations contained in the notice of application should be considered as true. It also does not require the Court to consider the legal arguments made in the notice of application as being true.

[12] Rule 301 of the *Rules* requires an applicant to set out a precise statement of the relief sought as well as a complete and concise statement of the grounds intended to be argued, including a reference to any statutory provision or rule to be relied on. A "complete statement of grounds" means that all the legal bases and material facts that, if taken as true, will support granting the relief sought must be set out in the notice of application (*JP Morgan* at paras 38 and 39). If the relief sought cannot be granted on those complete grounds then the application is doomed to fail and can be struck (*Wenham* at para 36).

II. **The Notice of Application**

[13] The Respondent is a not-for-profit corporation and a designated airport authority pursuant to subsection 2(2) of the *Airport Transfer (Miscellaneous Matters) Act*, SC 1992, c 5. It runs the Ottawa Macdonald-Cartier International Airport located in Ottawa, Ontario. The Applicant is an individual who has indicated in his NOA that his address for service is in Ottawa, Ontario.

[14] The Applicant filed an NOA on February 18, 2025. The title of the NOA as filed by the Applicant in the English language is: "Notice of Application Under Section 77 of the *Official Languages Act*, (RSC 1985, c. 31 (4th Supp.)".

[15] The Applicant seeks relief through this proceeding as follows:

1. An order under subsection 77(4) of the *OLA* [the *Official Languages Act*] declaring the OIAA failed to uphold its duties and obligations under Part IV of the Act;
2. An order under subsection 24(1) of the *Charter* declaring the OIAA breached paragraph 20(1)(b) of the *Charter*;
3. An order under subsection 77(4) of the *OLA* compelling the OIAA to remove the offending sharps containers and replace them with installations that have at least the English and French text first;
4. A letter of apology in both official languages signed by the President and, Chief Executive Officer of the OIAA and posted to their social media;
5. An order under subsection 77(4) of the *OLA* for $1 in damages;

6. An order under subsection 52(1) of the *Charter* striking down paragraph 3(2)(e) of the *Canadian Multiculturalism Act* on the grounds it is incompatible with Part IV of the *OLA* and section 20 of the *Charter*; and

7. All with costs pursuant to subsection 81(2) of the *OLA*.

[16] The NOA sets out that:

> "This is an application under section 77 of the *Official Languages Act* ("*OLA*" or "the Act"). It stems from a complaint lodged with the Office of the Commissioner of Official Languages (the Commissioner) alleging the Ottawa International Airport Authority (OIAA) violated the Act by using sharps containers in the men's washroom with text first in English, then in Spanish and lastly in French. A picture of the label follows.

> On December 20, 2024, the Commissioner informed the applicant of his refusal to investigate because the incident does not involve a violation of the letter or spirit of the Act since the wording on the container's label is available in both official languages."

[17] The remainder of the Applicant's NOA contains argument pleaded as being supported by legislation and caselaw rather than material facts or a concise statement of the grounds argued. The apparent core of the Applicant's argument as set out in his NOA is that:

> "While it is not binding on the OIAA, the federal government's corporate identity toolkit [Treatment of the official languages: Design Standard for the Federal Identity Program] provides that

> where a third language is used, it must go below the other official languages, which was not done in this case: the English was first, followed by the Spanish, leaving the French dead last.
>
> The existing sharps container favours formal equality in that both official language communities can access the information, but it does not favour substantive equality because it exacerbates existing disadvantages that French speakers in particular face when trying to access services. Had the OIAA properly considered the historical difficulties faced by French-speaking communities, they would have concluded that substantive equality demands both official languages go before any other language."

[18] The Applicant then argues that:

a) the *Interpretation Act* creates an obligation of result that is incumbent on the OIAA and that the OIAA can only avoid liability by establishing an incident of *force majeure* as defined at article 1470 of the *Civil Code of Quebec;*

b) paragraph 2(e) of the *Canadian Multiculturalism Act* unjustifiably intrudes on the guarantees in Part IV of the *OLA* and paragraph 20(1)(b) of the *Charter*; and

c) he is entitled to a *mandamus* order or other mandatory order to compel the OIAA to implement the *OLA* by providing bilingual health and safety services in administering their operations.

III. **The Parties' Arguments**

A. ***The Respondent's Arguments***

[19] The Respondent argues that the application is frivolous and bereft of any chance of success because there is no breach of the *OLA* by the OIAA arising from the facts alleged by the Applicant.

[20] The Respondent argues that the alleged breach of the *OLA* is based on the Applicant's clearly erroneous reading of the *OLA*. The *OLA* and its Regulation are clear and unambiguous, argues the Respondent: they require that the public be able to receive health and safety messages in both official languages and there is no requirement as to the order of languages nor any restriction on the presence of other languages.

[21] The Respondent argues that it has a duty to ensure that any member of the public can obtain available services in either official language, including in circumstances that relate to the health, safety or security of members of the public pursuant to subsection 24(1) of the *OLA*. Pursuant to section 8 of the *Official Languages (Communications with and Services to the Public) Regulations,* SOR/92-48, these circumstances include "written notices or signage that includes words for alerting the public to hazards of a radioactive, explosive, chemical, biological or environmental nature or to other hazards of a similar nature". Thus, the label on the sharps container needs to include at least English and French, not that either of them be displayed in any particular manner or order. The Respondent argues that neither the *OLA* nor the Regulations specify the order in which languages must appear on labels, nor prohibit other languages from appearing on labels.

[22] It follows, argues the Respondent, that there is no basis to the Applicant's proceeding. Further, the Respondent argues that the Applicant concedes at paragraph 7 of the NOA that his argument is based on the "Treatment of the official languages: Design Standard for the Federal Identity Program" [the Program] that does not bind the OIAA.

[23] The Respondent also argues that the constitutional remedies sought by the Applicant are unavailable to him in this proceeding. The Respondent notes that the Applicant has filed an application under section 77 of the *OLA* and not under the *Charter* or the *Constitution Act, 1982*. As such, constitutional remedies are not available because the remedies sought are only those remedies that are available pursuant to section 77 of the *OLA*. Even if the Applicant had filed an application under the *Charter*, the Respondent argues, the application would be bereft of any possibility of success for the same reasons as under s. 77 of the *OLA*: it would be based on a clearly erroneous interpretation of the letter and spirit of the governing legislation.

[24] The Respondent also argues that the Applicant's relief sought with respect to costs is not justified.

B. ***The Applicant's Arguments***

[25] The Applicant agrees with the Respondent that the appearance of the French, English and Spanish languages on the sharps container in this case fully respects the *OLA*.

[26] He argues, however, that the OIAA nevertheless failed to respect the spirit of the *OLA* as set out in Treasury Board instruments such as the Program, which suggest that the sequencing of the languages on the sharps container must be such that French and English should have priority over any other language. The Applicant relies on *Norton c Via Rail Canada*, 2009 CF 704, at para 26; *Temple c Via Rail Canada*, Inc., 2009 CF 858, [2010] 4 RCF 80, at para 26; *Bonner c Via Rail Canada*, 2009 CF 857, at para 26; *Seesahai c Via Rail Canada*, 2009 CF 859, at para 26; *Collins c Via Rail Canada*, 2009 CF 860, at para 26, in support of his proposition that the

Program should apply to the OIAA in the same manner as the Office for the Commissioner of Official Languages [the Commissioner] had found Treasury Board policies should apply to VIA Rail Canada Inc. in its investigations in the cases he cites. In the end, the Applicant argues that his application should not be struck because these cases constitute sufficient jurisprudence that supports his argument that Treasury Board instruments may be incorporated by reference into the *OLA*.

[27] He makes these arguments despite alleging and admitting that the Program does not bind the OIAA.

[28] The Applicant argues that the *OLA* allows the Court to make a remedial Order pursuant to subsection 24(1) of the *Charter* and that the relief he seeks is therefore not doomed to fail (*Thibodeau c Air Canada*, 2014 CSC 67, at paras 112 and 113).

[29] The Applicant argues that the Respondent's failure to cite any jurisprudence in support of its argument that the *OLA* does not empower the Court to strike out discrete provisions of the *Canadian Multiculturalism Act* favours the dismissal of the Respondent's motion.

[30] The Applicant alleges that his application raises new and important questions because its result is likely to have an impact on the way the Treasury Board will implement the Program and design standards in the future. The Applicant also alleges that the way third languages are treated in relation to Canada's official languages is a topic worthy of study in order to better understand how official languages should be highlighted considering their constitutional roots.

[31] The Applicant argues that he meets the test for public interest standing in this proceeding. The issue has not been raised by the Respondent on this motion, and it need not be considered.

C. ***The Respondent's Arguments in Reply***

[32] The Respondent replies to each of the Respondent's arguments in detail and in a substantive manner. Only the reply argument pertaining to the application of the Program need be discussed here.

[33] The Respondent argues that the Treasury Board standards and policies raised by the Applicant relate to communications of the Government of Canada and that the Respondent is not part of the Government of Canada. Accordingly, these standards and policies cannot bind the Respondent. The Respondent further argues and demonstrates that the jurisprudence cited by the Applicant in support of his argument that Treasury Board standards should apply to non-governmental entities is mischaracterized by the Applicant and finds no application on the facts of this matter. The Respondent argues that there is no jurisprudence that holds that Treasury Board instruments can be relied upon to impose new official language obligations in the absence of any conflict or ambiguity.

[34] The Respondent also quotes from the Treasury Board policy titled "Policy on Communications and Federal Identity (Politique sur les communications et l'image de marque)" relied upon by the Applicant in his written representations to demonstrate that the policy's stated scope of application establishes that it does not apply to the Respondent, and, that it came into

effect on March 27, 2025, well after the date upon which the Applicant may have seen the sharps container at the Macdonald-Cartier International Airport.

[35] The Court notes that the Treasury Board "Policy of Communications and Federal Identity" argued by the Applicant is not pleaded in his NOA and was not included in either party's motion materials as evidence. The policy is therefore not properly in evidence before the Court on this motion and cannot be considered. I take no judicial notice of its existence or content.

D. ***Unsolicited Additional Written Representations Made Out of Time***

[36] On June 27, 2025, the Applicant wrote to the Court and sought to clarify the content of paragraph 17 of his responding written representations that pertained to the status of his appeal in another proceeding. The Applicant's appeal in that other proceeding has no impact or relevance to this proceeding. The Applicant did not seek leave of the Court to communicate any changes to his written representations. The letter was nevertheless accepted for filing in the Court file.

[37] On July 14, 2025, the Applicant wrote to the Court again and filed additional written submissions in the form of a letter along with two supplementary authorities that predate the date of this motion and indeed predate the date of his NOA. These documents were accepted by the Registry for filing in the Court file.

[38] On July 29, 2025, the Respondent submitted a three-page letter in response to the Applicant's July 14, 2025, letter, along with additional authorities intended to respond to the

Applicant's July 14, 2025, authorities. The Respondent's letter was also accepted for filing in the Court file.

[39] None of these additional written representations were submitted with leave of the Court and each of them was submitted well beyond the time provided for in Rule 369 for either party to serve and file their motion records, evidence, written representations, and arguments. These additional submissions were unsolicited additional submissions that were not permitted by any Order or direction of this Court.

[40] There is a time set out in the *Rules* during which parties may legitimately serve and file argument and authorities. Parties require the Court's leave to serve and file any additional motion materials, including evidence, submissions, or authorities, whether by letter or otherwise once the time as set by the *Rules*, or by an Order or direction of the Court, has expired. The only exception is when a higher court issues a new binding decision that should be brought to the Court's attention after argument has closed, and even then practice suggests that the Court's leave be sought for additional submissions to be made. This obligation to seek the Court's leave applies to parties represented by a solicitor and to a self-represented litigant pursuant to Rule 122 of the *Rules.*

[41] While the parties' unsolicited additional written representations were accepted for filing in the Court file, I disregard their content entirely as they were filed improperly without leave.

IV. **Analysis**

[42] Reading the Applicant's NOA holistically to determine its true essence reveals that the Applicant has filed a document that sets out a series of arguments in search of facts that might support the arguments he desires to make. The facts the Applicant requires are not alleged in his NOA. Furthermore, the factual and legal admissions he has made in his NOA and in his written representations establish that this proceeding is bound to fail and cannot be rehabilitated and made viable by way of amendments.

[43] The facts underlying the NOA are few and straightforward.

[44] The Applicant saw a sharps container in the men's washroom of the Macdonald-Cartier International Airport in Ottawa. The description of the container was reflected on its label in the English, Spanish and French languages. The English, Spanish and French language descriptions of the container on its label were of the same dimension and general appearance, neither one being more prominently displayed than the other. Reading the label from top to bottom, the English, Spanish and French language descriptions of the container were ordered in a manner where the English language text was upper most, the Spanish language text was in the middle, and the French language text was the bottom most.

[45] The question is whether the relief the Applicant seeks as set out in the NOA on the basis of these facts is doomed to fail.

[46] The relief sought by the Applicant is predicated upon the a potential finding that the Respondent breached the Applicant's paragraph 20(1)(b) of the *Charter* and paragraph 24(1)(a) *OLA* rights.

[47] The Applicant admits at paragraph 6 of his written representations on this motion that the Respondent's argument that the presence and order of the English, Spanish and French languages on the sharps container complies with the *OLA*. The Applicant's words could not be more clear, when he argues:

> "Le défendeur prétend avec raison au paragraphe 30 que la présence de trois langues en soi sur le récipient de sécurité pour des déchets infectieux tranchants respecte pleinement la LLO".

[48] The Applicant therefore accepts and admits that the presence and order of the English, Spanish and French languages on the sharps container complies with the *OLA*. This is a factual and legal admission against his interest.

[49] If the Applicant admits that the Respondent has complied with the *OLA*, as he does, then there is no basis upon which the Court could find that the Applicant's rights pursuant to paragraph 24(1)(a) of the *OLA* have been violated based on the allegations he has made in the NOA. This leads to the conclusion that the relief sought cannot be granted and that the application is doomed to fail (*JP Morgan* at para 66, *Dakota Plains*). The same result follows with respect to the Applicant's allegation that his paragraph 20(1)(b) of the *Charter* rights were violated because the Applicant alleges at paragraph 5 of his NOA that paragraph 24(1)(a) of the *OLA* is a restatement of paragraph 20(1)(b) of the *Charter*. The relief sought by the Applicant therefore cannot be granted by the Court on the basis of his own arguments and admissions.

[50] The Applicant alleges that his paragraph 24(1)(a) *OLA* rights are nevertheless violated as a result of the Respondent providing the Applicant with formal language equality but not substantive equality because it failed to comply with the Program. However, the Applicant admits at paragraph 7 of his NOA and paragraphs 6 and 11 of his written representations that the Program is not binding upon the Respondent and that the labelling on the sharps container complies with the *OLA*. The Applicant's allegation is therefore understood as being that the Respondent has violated the Applicant's paragraph 24(1)(a) *OLA* rights by failing to respect the Program which it is not required to respect because the Program does not apply to OIAA. It is obvious that no potential breach could have occurred in such circumstances. One cannot be found to have breached a standard that does not bind or apply.

[51] The Applicant's NOA admissions as well as the admissions contained in his written representations constitute admissions of law that defeat his contrary written representations based on his interpretation of *Norton c Via Rail Canada*, 2009 CF 704, at para 26; *Temple c Via Rail Canada,* Inc., 2009 CF 858, [2010] 4 RCF 80, at para 26; *Bonner c Via Rail Canada*, 2009 CF 857, at para 26; *Seesahai c Via Rail Canada,* 2009 CF 859, at para 26; *Collins c Via Rail Canada*, 2009 CF 860, at para 26 [together, the Via Decisions], that there is sufficient jurisprudence to support his argument that Treasury Board instruments may be incorporated by reference into the *OLA*.

[52] The VIA Decisions cited by the Applicant are a series of decisions made in related proceedings heard by the same judge. Each of these decisions grapples with the issue of the legality of VIA Rail Canada's [VIA] bilingual requirements for the Service Manager and

Assistant Service Coordinator positions on train routes that had not been designated as bilingual routes by the Treasury Board. The Applicant's reliance on paragraph 26 of these decisions (paragraph 26 is substantively the same in each of the decisions) is misplaced as the paragraph merely explains that the Commissioner considered that VIA was expected as a federal institution to abide by the underlying principles and purpose of the Treasury Board's official language policies despite being a separate employer who was not bound by the Treasury Board's official language policies.

[53] The Court did not find that the Commissioner was correct in considering that VIA was expected as a federal institution to follow Treasury Board official language policies despite being a wholly separate employer that was not bound by the policies. The Court held explicitly that the Treasury Board directive was not binding on VIA. The Court did not hold that VIA was bound by Treasury Board policies despite not being subject to them. The matters were determined on the basis of the bilingual designation process described in the applicable on-board collective agreement and not on the basis of Treasury Board policies or their potential application or incorporation by reference into any other legislation or instrument.

[54] The VIA Decisions do not support the Applicant's argument that Treasury Board instruments may be incorporated by reference into the *OLA*. They also do not support the argument that the Court should follow the Commissioner's reasoning as reflected in those matters. The VIA Decisions appear to confirm otherwise.

[55] The relief sought by the Applicant therefore cannot be granted by the Court on the basis of his own allegations and arguments resting on the VIA Decision.

[56] The Applicant then pleads and relies on section 11 of the *Interpretation Act* and article 1470 of the *Civil Code of Quebec* to argue that the Respondent cannot escape liability without establishing that it was prevented from not violating the Applicant's paragraph 24(1)(a) *OLA* rights because of "*force majeure*".

[57] While it is correct to note that section 11 of the *Interpretation Act* sets out that the expression "shall" as used in an enactment shall be construed as imperative unless a contrary intention appears, the Applicant does not allege which imperative duty created by an enactment was imposed upon the Respondent or how such duty was breached on the facts as alleged considering the admissions he has made in his NOA and in his written representations.

[58] The Macdonald-Cartier International Airport is located in Ottawa, Ontario, as is the Applicant. Article 1470 of the *Civil Code of Quebec* applies in the territory of the province of Quebec, not in Ontario. Article 1470 of the *Civil Code of Quebec* has no application in this proceeding. The relief sought by the Applicant cannot be granted on the basis of article 1470 of the *Civil Code of Quebec*.

[59] The Applicant then alleges that paragraph 2(e) of the *Canadian Multiculturalism Act* unjustifiably intrudes on the guarantees in Part IV of the *OLA* and paragraph 20(1)(b) of the *Charter*. No material facts are alleged in support of this allegation beyond the content of the

sharps container label. The Applicant's allegations in his NOA in this regard are limited to arguments without factual basis.

[60] The Applicant then alleges that he is entitled to an order in the nature of a writ of *mandamus* because the Respondent has failed to implement the *OLA*. As noted above, the Applicant has admitted in his written representations on this motion that the sharps container label complies with the *OLA* and has not otherwise alleged any facts to support his allegation that the Respondent has not implemented the *OLA*. The Applicant's argument for a *mandamus* order is doomed to fail.

[61] The Court is left to conclude that the relief sought by the Applicant cannot be granted on the basis of the grounds alleged in the NOA. The NOA is permeated with fatal flaws striking at the root of this Court's power to entertain the proceeding. It will therefore be struck.

[62] Leave to amend a deficient originating document should generally be granted unless there is no scintilla of a cause of action or claim in the document (*Al Omani v Canada,* 2017 FC 786, at paras 32 to 34, and the jurisprudence cited therein). The NOA cannot be rehabilitated and made viable by way of amendments due to the Applicant's factual and legal admissions against his own interest as explained above. Leave to amend cannot be granted in these circumstances.

V. **Conclusion and Costs**

[63] The Respondent's motion to strike the Applicant's NOA is granted and the Applicant is not granted leave to amend his NOA. This proceeding shall be dismissed pursuant to Rule 168 because this Order makes it impossible for the Applicant to continue this proceeding.

[64] The Respondent is seeking costs at the upper end of column III of Tariff B. Considering my full discretionary power to awards costs of a motion pursuant to Rules 400(1) and Rule 401, and considering the factors set out in Rule 400(3) and Rule 407, costs shall be awarded to the Respondent in the amount of $1,260.00 and shall be payable by the Applicant forthwith.

ORDER in T-532-25

THIS COURT ORDERS that:

1. The Respondent's motion to strike is granted.

2. The Applicant's notice of application is struck without leave to amend.

3. This proceeding is dismissed pursuant to Rule 168.

4. The Applicant shall forthwith pay the Respondent its costs of this motion which are hereby fixed at $1,260.00.

"Benoit M. Duchesne"
Judge

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-532-25
STYLE OF CAUSE:	MICHAEL MOREAU v. OTTAWA INTERNATIONAL AIRPORT AUTHORITY
ORDER AND REASONS:	DUCHESNE, J.
DATED:	SEPTEMBER 11, 2025

MOTION ARGUED IN WRITING PURSUANT TO RULE 369 OF THE *FEDERAL COURTS RULES* SOR/98-106

WRITTEN SUBMISSIONS MADE BY:

Michael Moreau	FOR THE APPLICANT (SELF-REPRESENTED)
Marion Sandilands Kiana Saint-Macary	FOR THE RESPONDENT

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