

Federal Court



Cour fédérale

Date: 20250716

Docket: T-2313-24

Citation: 2025 FC 1271

[ENGLISH TRANSLATION]

Québec, Quebec, July 16, 2025

PRESENT: Mr. Justice Gascon

BETWEEN:

MICHAEL MOREAU

Applicant

and

ATTORNEY GENERAL OF CANADA

Respondent

JUDGMENT AND REASONS

I. Overview

[1] The applicant, Michael Moreau, filed a complaint with the Office of the Commissioner of Official Languages [OCOL] alleging that a damaged sign [Sign] belonging to the Department of Fisheries and Oceans [DFO] violated his language rights under the *Official Languages Act*,

RSC 1985, c 31 (4th Supp) [OLA]. After his complaint was summarily dismissed by the OCOL, Mr. Moreau applied to the Court for a remedy under subsection 77(1) of the OLA [Application]. In his Application, he submits that the poor quality of the Sign breached sections 22 and 29 as well as Part VII of the OLA.

[2] For the reasons that follow, Mr. Moreau’s Application will be dismissed, with costs. The OLA does not apply to the Application. The subject matter of the Application concerns a maintenance issue affecting bilingual signage belonging to a federal institution, which has nothing to do with the OLA, and the Sign in question was repaired in a timely manner.

II. Background

A. *Facts*

[3] On June 19, 2024, Mr. Moreau, who was vacationing in the Magdalen Islands at the time, noticed that a sign at the entrance to the Grande-Entrée fishing harbour was damaged, with the result that words were missing from the bilingual sign in both official languages. The Sign seemed to have been split in two: all it said was “de pêche” in French and “[h]arbour” in English. Clearly, one or two horizontal boards were missing from the top of the Sign, which otherwise would have indicated to Mr. Moreau that he was arriving at the Grande-Entrée small fishing craft harbour.

[4] In his affidavit, Mr. Moreau stated that he had been disappointed and bothered when he observed what he described as the [TRANSLATION] “unilingual signage” on the Sign.

[5] On June 20, 2024, Mr. Moreau filed a complaint with the OCOL because of the Sign. Some two weeks later, the OCOL informed Mr. Moreau of its refusal to investigate. In the OCOL's view, the damage to the Sign did not involve a specific case of a contravention of the letter or spirit of the OLA arising from the administration of the affairs of a federal institution, but rather a maintenance issue. In addition, the OCOL stated that the Sign did not allow it to clearly identify which federal institution was responsible for it.

[6] On July 16, 2024, Mr. Moreau contacted a DFO employee by email. The next day, that employee confirmed that the Sign would soon be repaired, as a new one had already been ordered and was due to be installed shortly. Indeed, a replacement sign had been ordered in January 2024 as part of a program to replace all signage in harbours in the Magdalen Islands, long before Mr. Moreau noticed the damaged sign the following June.

[7] Nevertheless, on September 6, 2024, Mr. Moreau filed his Application under section 77 of the OLA. In it, he seeks an order under subsection 77(4) of the OLA declaring that DFO breached Parts IV and VII of the OLA, as well as damages in the amount of \$1 and costs under subsection 81(2) of the OLA.

[8] On December 2, 2024, the refurbished Sign was installed. It now clearly indicates "Ports pour petits bateaux" on the left and "Small Craft Harbours" on the right, above the name "Grande-Entrée". Although DFO ordered the new signage in January 2024, a manufacturer error prevented it from being installed before December 2024. Repairs to the Sign had also been delayed by a major fire at the Grande-Entrée harbour on June 30, 2024.

B. *Relevant provisions*

[9] The only relevant provisions for the purposes of this judgment are paragraph 2(a), subsection 77(1) and section 81 of the OLA. They read as follows:

Purpose	Objet
2 The purpose of this Act is to	2 La présente loi a pour objet :
a) ensure respect for English and French as the official languages of Canada and ensure equality of status and equal rights and privileges as to their use in all federal institutions, in particular with respect to their use in parliamentary proceedings, in legislative and other instruments, in the administration of justice, in communicating with or providing services to the public and in carrying out the work of federal institutions;	a) d'assurer le respect du français et de l'anglais à titre de langues officielles du Canada, leur égalité de statut et l'égalité de droits et privilèges quant à leur usage dans les institutions fédérales, notamment en ce qui touche les débats et travaux du Parlement, les actes législatifs et autres, l'administration de la justice, les communications avec le public et la prestation des services, ainsi que la mise en œuvre des objectifs de ces institutions;
...	[...]
Application for remedy	Recours
77 (1) Any person who has made a complaint to the Commissioner in respect of a right or duty under sections 4 to 7, sections 10 to 13 or Part IV, V or VII, or in respect of section 91, may apply to the Court for a remedy under this Part.	77 (1) Quiconque a saisi le commissaire d'une plainte visant une obligation ou un droit prévus aux articles 4 à 7 et 10 à 13 ou aux parties IV, V, ou VII, ou fondée sur l'article 91, peut former un recours devant le tribunal sous le régime de la présente partie.
...	[...]

Costs

81 (1) Subject to subsection (2), the costs of and incidental to all proceedings in the Court under this Act shall be in the discretion of the Court and shall follow the event unless the Court orders otherwise.

Frais et dépens

81 (1) Les frais et dépens sont laissés à l’appréciation du tribunal et suivent, sauf ordonnance contraire de celui-ci, le sort du principal.

Costs

(2) If the Court is of the opinion that an application under section 77 or 78.1 has raised an important new principle in relation to this Act, the Court shall order that costs be awarded to the applicant even if the applicant has not been successful in the result.

Idem

(2) Cependant, dans les cas où il estime que l’objet du recours a soulevé un principe important et nouveau quant à la présente loi, le tribunal accorde les frais et dépens à l’auteur du recours, même s’il est débouté.

[10] There is no need to quote the other provisions of the OLA cited by Mr. Moreau.

III. Analysis

[11] Mr. Moreau submits that DFO breached its language obligations under the OLA with respect to the Sign for two reasons.

[12] First, he argues that the poor state of the Sign breaches section 22 because the Sign is an “office or facility” within the meaning of that provision. At the hearing before the Court, he also referred to section 29, which requires that, where a federal institution identifies any of its offices or facilities with signs, each sign must include both official languages. Second, Mr. Moreau

asserts that DFO violated various provisions of Part VII by failing to take positive measures, such as maintaining signs in both official languages, to foster the full recognition and use of both languages in Canadian society. Moreover, he adds that there was no *force majeure* relieving DFO of its obligations under Part VII.

[13] For the reasons that follow, the Court disagrees with Mr. Moreau.

A. *The OLA does not apply*

[14] The purpose of the OLA is to “ensure respect for English and French as the official languages of Canada and ensure equality of status and equal rights and privileges as to their use in all federal institutions” (paragraph 2(a) of the OLA). In this regard, the Supreme Court of Canada has affirmed on several occasions that the concept of equality in language rights matters must be given true meaning. The OLA requires the substantive equality of official languages, not just formal equality with no practical utility. Substantive equality, therefore, is to be the norm, and the exercise of language rights is not merely a request for accommodation. Rather, it is a right (*DesRochers v Canada (Industry)*, 2009 SCC 8 at para 31 [*DesRochers*]; see also *Arsenault-Cameron v Prince Edward Island*, 2000 SCC 1 at para 31; *R v Beaulac*, 1999 CanLII 684 (SCC), [1999] 1 SCR 768 at paras 22, 24–25 [*Beaulac*]). Importantly, it is a right under which litigants may make a complaint to the OCOL and apply to the Court for a remedy.

[15] Still, the OLA must apply. It is at this preliminary stage that Mr. Moreau’s application fails. Like the respondent, the Attorney General of Canada [AGC], the Court finds that the OLA simply does not apply to the Application.

[16] The purpose of the OLA is to foster the equality of both official languages, including by requiring federal institutions to provide services to the public in both English and French. That said, the need to maintain a public sign does not automatically mean that a federal institution breaches its obligations the minute a sign is damaged. The purpose of the OLA is not to monitor the state of repair of a federal institution's facilities simply because those facilities display text in both official languages. Nothing in the OLA imposes a duty to repair on federal institutions.

[17] Moreover, according to the facts of this case, the Sign is and always has been in both official languages, notwithstanding the fact that it was damaged at the time Mr. Moreau saw it. This situation does not indicate any breach on the part of DFO of its language equality obligations under the OLA. In fact, when Mr. Moreau saw the Sign in June 2024, it was completely incomprehensible in both English and French. As the Supreme Court has pointed out, the duties under Part IV of the OLA do not entail a requirement for services offered by the federal government to achieve a minimum level of quality, provided they are of equal quality in both languages (*DesRochers* at para 55). In other words, the OLA aims to ensure the substantive equality of the two languages, not their actual quality.

[18] As the AGC explains, the Sign has always borne a description in both official languages. The fact that it was damaged for a few months in 2024 has nothing to do with the OLA or the equality of the official languages. In this regard, the Court agrees with the OCOL: the damaged condition of the Sign does not violate the OLA. In reality, as the OCOL determined, this was simply a maintenance issue, and it was addressed in a timely manner. The opinion of the OCOL—the entity responsible for investigating complaints under the OLA—is a persuasive source that the Court may consult, even if it is not binding (*Moreau v Halifax Port Authority*,

2025 FC 345 at para 33, aff'd 2025 FCA 120 [*Moreau FCA*]; see also *FN (Re)*, 2000 SCC 35 at paras 25–26; *Canada (Commissioner of Official Languages) v Canada (Employment and Social Development)*, 2022 FCA 14 at para 161).

[19] It is also well established in matters of statutory interpretation that “the legislature does not intend to produce absurd consequences” (*Rizzo & Rizzo Shoes Ltd (Re)*, 1998 CanLII 837 (SCC), [1998] 1 SCR 27 at para 27). The OLA exists to defend and protect Canada’s two official languages and the language rights of Canadians. In this case, the interpretation of the OLA proposed by Mr. Moreau would open the door to that statute being used not to cure language rights violations, but instead to provide a basis for applications concerning temporary damage to bilingual facilities of federal institutions.

[20] Even Mr. Moreau does not seem to know when the damaged signage might first have had an impact on his language rights or how those rights might have been affected by it. For example, he suggested at the hearing that one month could be the maximum time limit for the federal government to repair damage to a bilingual facility, before admitting that he had plucked this time frame out of thin air. In other words, there is no legal basis or shred of factual evidence to support the time frame that Mr. Moreau conjured out of nowhere at the hearing for triggering an obligation under the OLA.

[21] With respect, Parliament did not intend to subject federal institutions to language obligations based on “thin air”. The Court does not agree that such an obligation or result is consistent with Parliament’s intention in enacting the OLA. The Court must decide claims based on the legal standards set in the legislation, the case law and the facts found in the evidentiary

record. Contrary to what Mr. Moreau seems to suggest, the Court cannot operate outside of these constraints (*Trigonakis v Sky Regional Airlines Inc*, 2022 FCA 170 at para 9).

[22] The Court accepts that, in theory, there may be situations where damage to a government facility would give rise to positive obligations under the OLA. For example, the Court does not rule out the possibility that a federal institution's categorical and repeated refusal to repair a damaged bilingual sign in a way that gives prominence to one official language over the other could, in certain circumstances, violate the OLA. A federal institution's failure to repair such damages in a reasonable time frame could also fall within the ambit of the OLA. In such a scenario, a maintenance issue could, in an extreme case, turn into a potential violation of the language obligations laid down by the OLA, assuming that sufficient evidence is provided as to the applicable reasonable standard, the nature of the violation and the wrongful conduct of the federal institution. However, nothing of the sort happened in this case. Mr. Moreau complained about a very temporary maintenance issue that was quickly resolved by DFO.

[23] Language rights are positive rights, which means that they can be enjoyed only if the means are provided. Therefore, the federal government must take positive steps to effectively fulfil language rights (*Beaulac* at para 20). This is exactly what DFO set out to do in January 2024 when it ordered the new sign to replace the damaged Sign, months before Mr. Moreau ever noticed the damage to the Sign while vacationing in the Magdalen Islands in June 2024.

[24] For all of these reasons, the Court sees absolutely no violation of the OLA in this case.

B. *Mr. Moreau is not entitled to costs*

[25] Subsection 81(2) of the OLA allows the Court to order that costs be awarded to an applicant under the OLA even if the applicant has not been successful in the result, when the Court is of the opinion that an application has raised an important new principle in relation to the OLA. Under this provision, Mr. Moreau seeks costs in the amount of \$6,000, even if he is unsuccessful in the Application. To justify his position, Mr. Moreau alleges that his Application is the first to be heard under the OLA since its modernization and that it concerns the new Part VII of the OLA, and more specifically the combined effect of paragraph 41(1)(b) and subparagraph 41(6)(c)(ii).

[26] The Court disagrees.

[27] According to the wording of subsection 81(2), in order to be entitled to costs even if an action fails, an applicant must show that the application has raised a principle in relation to the OLA that is both important and new. This provision allows the Court to award costs to compensate for the enormous personal investment required to pursue an application under section 77 of the OLA (*Thibodeau v Edmonton Regional Airports Authority*, 2022 FC 565 at para 28, citing *Canada (Commissioner of Official Languages) v Office of the Superintendent of Financial Institutions*, 2021 FCA 159 at para 52).

[28] The Court has frequently awarded costs based on subsection 81(2) to unsuccessful applicants in cases involving applications under the OLA (see, for example, *DesRochers* at para 5; *Air Canada v Thibodeau*, 2012 FCA 246 at para 81; *Canadian Food Inspection Agency v*

Forum des maires de la Péninsule Acadienne, 2004 FCA 263 at para 83; *Fédération des francophones de la Colombie-Britannique v Canada (Employment and Social Development)*, 2018 FC 530 at paras 297–298 [*FFCB*], rev’d in part on other grounds, 2022 FCA 14; *Norton v Via Rail Canada*, 2009 FC 704 at paras 130–131).

[29] However, the importance and novelty of the principle at stake are two distinct conditions. If either of these requirements is not met, subsection 81(1) of the OLA applies. That provision states that the costs of and incidental to all proceedings in the Court under the OLA are in the discretion of the Court and follow the event unless the Court orders otherwise (see also Rule 400(1) of the *Federal Courts Rules*, SOR/98-106).

[30] In the present case, the Court finds that Mr. Moreau is not entitled to costs under subsection 81(2). Rather, he will have to pay costs to the AGC under subsection 81(1).

[31] With respect to the novelty requirement, it is inaccurate to state that the Application is the first to be heard under the modernized OLA and the first to address the new Part VII. The AGC correctly noted that Mr. Moreau himself has already brought an action under the new version of the OLA and its new Part VII (*Moreau v Canada (Parole Board)*, 2024 FC 1280). That said, the Court accepts that the Application raises a new principle insofar as it essentially concerns the application of the OLA to the maintenance of a federal institution’s bilingual facilities.

[32] By contrast, the Application fails miserably on the condition of importance. This second condition is essential to prevent costs from being awarded to applicants who bring frivolous claims such as the one now before this Court.

[33] At the hearing, Mr. Moreau suggested that, even if the OLA does not apply to his complaint, his Application is important because it serves to prevent similar proceedings by other applicants. He submits that he himself would not have filed the Application if there had been a decision of this Court clearly indicating that it was bound to fail. However, the mere fact that a new question is asked does not necessarily mean that the matter is worthy of attention. A parallel can be drawn with the principle that an application before the Court may be without a reasonable cause of action if it turns on a question of statutory interpretation so straightforward that the answer is plain and obvious, despite a lack of previous case authority (*Zanin v Ooma, Inc*, 2025 FC 51 at para 310, citing, *inter alia*, *Trotman v WestJet Airlines Ltd*, 2022 BCCA 22 at para 46). In other words, the absence of directly applicable case law is not a basis for bringing a patently frivolous claim.

[34] Here, the question of whether briefly damaged bilingual signage like the Sign violates the OLA is certainly not sufficiently important to justify awarding costs. There is no question that this was a minor maintenance issue that does not fall within the scope of the OLA and that DFO in fact addressed on its own initiative and in a timely manner. Moreover, well before filing his Application, Mr. Moreau had been duly informed that the damaged Sign was already in the process of being repaired. In short, Mr. Moreau's Application has no legal basis in the OLA and does not make even a modicum of sense in the circumstances.

[35] Therefore, Mr. Moreau has not done Canadians a service by making the issue in his Application a subject of public debate—far from it (see, *a contrario*, *FFCB* at para 298; *Picard v Commissioner of Patents*, 2010 FC 86 at para 84). Rather, Mr. Moreau's Application is an unfortunate and regrettable waste of the Court's precious judicial resources and constitutes

highly abusive and vexatious behaviour that this Court can only condemn in the strongest terms. Indeed, “[t]he Federal Courts have finite resources that cannot be squandered” (*Canada v Olumide*, 2017 FCA 42 at para 19 [*Olumide*]).

[36] The Application reflects an attitude that can only be described as harmful to the court system and its participants (*Bernard v Canada (Attorney General)*, 2019 FCA 144 at para 16) and bears the hallmarks of the kind of frivolous, unnecessary or inappropriate proceedings that the courts strive to discourage and prevent (*Olumide* at paras 32, 34; *Canada (Attorney General) v Simon*, 2022 FC 1135 at para 27).

[37] The Court also notes that Mr. Moreau has been an applicant in 16 cases before this Court and an appellant in 7 cases before the Federal Court of Appeal, all dealing first and foremost with language rights issues. Some of his cases have been summarily dismissed (see, for example, *Moreau v Canada (Office of the Commissioner of Official Languages)*, 2025 FCA 130; *Moreau FCA*). As the Federal Court of Appeal recently suggested, Mr. Moreau no doubt seeks to “test the limits of his language rights” (*Moreau FCA* at para 17). In principle, there is nothing wrong with such a mission. On the contrary, it may even be a noble and beneficial pursuit if it contributes to the objectives of the OLA and to the implementation of the rights and obligations set out therein. Unfortunately, in this case, Mr. Moreau’s Application is something else completely, having instead every appearance of a brazen abuse of the judicial process.

[38] Absurdity is not a crime. But when it reaches levels such as in this Application, it becomes quite offensive.

[39] The Court reminds Mr. Moreau and other litigants who may be tempted to take similar actions that one must always exercise good judgment before commencing legal proceedings—even under the OLA—to avoid launching proceedings that are patently frivolous, as is the case with this Application.

IV. Conclusion

[40] For the above reasons, Mr. Moreau's Application is dismissed, with costs to the AGC. The Application does not fall within the scope of the OLA but rather concerns a maintenance issue affecting a bilingual sign. There is therefore no reason to address the merits of the issues raised by Mr. Moreau, as the OLA does not apply.

[41] The AGC has filed a bill of costs seeking an award of \$3,240. In the circumstances, and in exercising its discretion, the Court is of the view that it is appropriate to order Mr. Moreau to pay costs to the AGC in the amount of \$2,000.

JUDGMENT in T-2313-24

THIS COURT’S JUDGMENT is as follows:

1. The application filed by Michael Moreau under section 77 of the *Official Languages Act*, RSC 1985, c 31 (4th Supp), is dismissed.
2. Costs in the amount of \$2,000 are awarded to the Attorney General of Canada.
3. The style of cause is amended to name the Attorney General of Canada as the respondent in place of the Department of Fisheries and Oceans.

“Denis Gascon”

Judge

Certified true translation
Vera Roy, Senior Jurilinguist

FEDERAL COURT
SOLICITORS OF RECORD

DOCKET: T-2313-24

STYLE OF CAUSE: MICHAEL MOREAU v ATTORNEY GENERAL OF CANADA

PLACE OF HEARING: QUÉBEC, QUEBEC

DATE OF HEARING: JULY 10, 2025

JUDGMENT AND REASONS BY: GASCON J

DATED: JULY 16, 2025

APPEARANCES:

Michael Moreau	FOR THE APPLICANT
Miriam Clouthier	FOR THE RESPONDENT

SOLICITORS OF RECORD:

Attorney General of Canada Québec, Quebec	FOR THE RESPONDENT
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