

Federal Court



Cour fédérale

Date: 20251230

**Dockets: T-446-24
T-522-24
T-561-24
T-574-24
T-604-24
T-1136-24
T-2689-24**

Citation: 2025 FC 2029

Halifax, Nova Scotia, December 30, 2025

PRESENT: The Honourable Madam Justice Heneghan

BETWEEN:

**ANDREW BROCK, BRENT CLARKE,
SAMUEL MÉTIVIER, BRENT ALAIN,
VANDERLEI HOLZ, LANCE FLINTOFF
AND THOMAS COOKE**

Applicants

and

ATTORNEY GENERAL OF CANADA

Respondent

REASONS FOR JUDGMENT

I. INTRODUCTION

[1] A Judgment was issued on December 23, 2025 dismissing the within applications for judicial review, with reasons to follow. These are the reasons.

[2] By an application filed on March 1, 2024, in cause number T-446-24, Mr. Andrew Brock (the “Applicant”) sought judicial review of the decision of an adjudicator (the “Adjudicator”) upon the final level adjudication of a grievance filed under the *Royal Canadian Mounted Police Act*, R.S.C., 1985, c R-10 (the “Act”).

[3] By an application filed on March 11, 2024, in cause number T-522-24, Mr. Brent Clarke sought judicial review of the decision of an Adjudicator upon the final level adjudication of a grievance filed under the Act.

[4] By an application filed on March 13, 2024, in cause number T-561-24, Mr. Samuel Métivier sought judicial review of the decision of an Adjudicator upon the final level adjudication of a grievance filed under the Act.

[5] By an application filed on March 18, 2024, in cause number T-574-24, Mr. Brent Alain sought judicial review of the decision of an Adjudicator upon the final level adjudication of a grievance filed under the Act.

[6] By an application filed on March 7, 2024, in cause number T-604-24, Mr. Vanderlei Holz sought judicial review of the decision of an Adjudicator upon the final level adjudication of a grievance filed under the Act.

[7] By an application filed on May 9, 2024, in cause number T-1136-24, Mr. Lance Flintoff sought judicial review of the decision of an Adjudicator upon the final level adjudication of a grievance filed under the Act.

[8] By an application filed on October 7, 2024, in cause number T-2689-24, Mr. Thomas J. Cooke sought judicial review of the decision of an Adjudicator upon the final level adjudication of a grievance filed under the Act.

[9] By an Order made on January 13, 2025, the above noted proceedings were consolidated, with cause number T-446-24 designated as the lead file, under the following style of cause:

“Andrew Brock, Clarke Brent, Samuel Métivier, Brent Alain, Vanderlei Holz, Lance Flintoff and Thomas Cooke v. The Attorney General of Canada”.

[10] The individuals named above will be referred to collectively as the Applicants (the “Applicants”) in this consolidated proceeding.

[11] Pursuant to Rule 303 (2) of the *Federal Courts Rules*, S.O.R/98-106, the Attorney General of Canada is the respondent (the “Respondent”) in this proceeding.

II. THE BACKGROUND

[12] The Applicants are/were serving members of the Royal Canadian Mounted Police (the “RCMP”). The within applications for judicial review relate to losses each one suffered upon the sale of their residences following transfers from one location to another between the years 2019 and 2021.

[13] Each Applicant filed his own application record, including the CTR relating to each individual. Those CTRs contain the materials that were before the Adjudicator.

[14] The Applicants all relocated to Fort McMurray, Alberta between 2012 and 2016. These transfers were subject to the policy made by the Treasury Board entitled “Integrated Relocation Program: Relocation Policy for the Royal Canadian Mounted Police (IRP 2009)” (the “IRP 2009”). Section 1.01.2 of the IRP 2009 provides as follows:

Each year on April 1st, the RCMP IRP transitions to a new governing policy year. The IRP that is in effect on the date the Member is registered with the Contracted Relocation Service Provider (CRSP) is applicable for the duration of that relocation.

[15] On April 1, 2017, all relocations for members of the RCMP became subject to the “RCMP 2017 Relocation Directive: Relocation Policy for the Royal Canadian Mounted Police (RD 2017)” (the “RD 2017”). This Directive was issued by the Treasury Board and the RCMP, and applied to all transfers begun on or after April 1, 2017. The RD 2017 did not include the Benefit.

[16] Section 3.10.1 of the IRP 2009 provided a process by which members of the RCMP could claim a “Depressed Market Benefit” (the “Benefit”). Section 3.10.1 provides as follows:

3.10. Depressed Market Status

1. The Member and the realtor must build a business case for depressed market status (20% or higher decline in the real estate market) approval by submitting the following documentation to the CRSP for furtherance to the DNC/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.

[17] In addition to the Benefit, the IRP 2009 provided compensation under a Home Equity Assistance program (the "HEAP"). Section 3.09 (1), (2) and (3) are relevant and provide as follow:

3.09. Home Equity Assistance Program (HEAP)

1. All requests for HEAP must be pre-approved by the DNC/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).

[18] The RD 2017 also provided some compensation for a loss of value under the HEAP at Section 4.16. Section 4.16 (1) provides as follows:

4.16. Home Equity Assistance (HEA)

1. A member who sells his/her residence for less than the original purchase price may be reimbursed 80% of the difference, up to a maximum of \$30,000, from the Core Account. (T)

a) HEA in excess of \$15,000 may be considered as a taxable benefit by CRA and may be paid less applicable deductions. (C)

2. The amounts in excess of the Core Account qualifying loss may be paid from the Flexible Spending Account. (C)

3. It is the member's responsibility to make all possible effort to prevent the need for HEA. If an equity loss is a direct result of neglectful actions of the member, the claim for HEA may be reduced or rejected by the DNC. (C)

4. Any reduction in the sale price based upon deferred maintenance will not be allowed when calculating HEA. For example: Inspection of residence reveals that furnace must be replaced. If the asking price is reduced in lieu of replacing the furnace, the reduction amount will be excluded from the HEAP. (C)

5. All requests for HEA must be pre-approved by the DNC/Delegate. (C)

[19] The HEAP compensation under the RD 2017 is less than the Benefit provided under the IRP 2009.

III. THE EVIDENCE

[20] The evidence consists of the contents of the Certified Tribunal Record (the “CTR”) filed by each Applicant. As well, each Applicant filed an affidavit in support of his application for judicial review.

A. *Mr. Andrew Brock*

[21] Mr. Brock deposed that he was transferred to Fort McMurray, Alberta in 2012 on a “Limited Duration Post”. This meant that he was required to stay in that location for at least five years. He bought a house for \$819,950 and completed home repairs at a cost of \$40,000.

[22] In 2019, Mr. Brock received a transfer from the RCMP to Burnaby, British Columbia. On May 31, 2020, he sold his house in Fort McMurray for \$259,950.00 below the purchase

price. He deposed that due to forest fires and market volatility, he was unable to obtain a better price.

[23] Mr. Brock also had to pay a “shortfall” in the amount of \$64,844.45 upon his mortgage. He deposed that he lost nearly 35% of the investment in his house in Fort McMurray, if the home improvements are taken into account. The loss falls to 31.7% if those home improvements are not included.

[24] Mr. Brock deposed that he chose to buy a property when he relocated to Fort McMurray in 2012 because he was aware of the relevant provisions in the IRP 2009. Otherwise, he would have chosen to rent.

[25] On June 15, 2020, Mr. Brock contacted the RCMP and inquired if the Benefit or any other provision of the IRP 2009 would apply to his relocation to the new posting. He deposed that the Benefit would cover 100% of his losses if he could establish a “business case” for a depressed market, that is a decline in the real estate market equal to or greater than 20%.

[26] Mr. Brock deposed that in response to his inquiry of June 15, 2020, he was advised that the IRP 2009 was replaced in 2017 by a new Directive, that is the RD 2017.

[27] On June 16, 2021, Mr. Brock filed a grievance, under the Act. He raised three issues as follows:

1. That the change from the IRP 2009 to the RD 2017 on April 1, 2017, removing the Benefit, could not have retroactive or retrospective effect and could not interfere with my vested right to the application of the IRP 2009 given that I had been posted to a depressed market prior to the change;
2. That the absence of notice of the removal of the Benefit made that removal ineffective; and,
3. That the RCMP was estopped from applying Treasury Board's change to the Benefit.

[28] The RCMP dismissed the grievance on November 9, 2022. Mr. Brock deposed that he moved to the next level of the grievance process and raised the following grounds:

1. The change from the IRP 2009 to the RD 2017, removing the Benefit, could not apply retroactively to members such as myself who purchased a home under the IRP 2009 and then saw this change occur during a depressed market downturn. The initial-level decision erred in law and/or was clearly unreasonable in holding that I had no vested right to the application of the IRP 2009;
2. The change was ineffective because it was made without notice to affected members and without giving affected members the opportunity to raise concerns

with that change. The initial-level decision erred in law by concluding that this argument was outside the jurisdiction of the grievance procedure; and,

3. The RCMP was estopped from refusing to apply the IRP 2009. The initial-level decision erred in law and/or made a clearly unreasonable decision by misapprehending the nature of the representation made about my eligibility for the Benefit.

[29] The final level decision was made on December 12, 2023. According to Mr. Brock, the final level decision upheld the initial decision of the following grounds:

1. Treasury Board's decision to implement the RD 2017 and retire the IRP 2009 fell under the purview of Treasury Board, not the RCMP; was not made in the administration of the affairs of the RCMP; and so was outside the scope of this grievance;
2. My legal situation was not different from any other member and the IRP 2009's Benefit provisions were not enshrined for subsequent moves, so I had no vested right to the application of the IRP 2009; and,
3. The IRP 2009 did not contain any promise that it would apply to future transfers, so the test for promissory estoppel was not met.

B. *Mr. Brent Clarke*

[30] Mr. Clarke holds the rank of Corporal. In his affidavit he deposed to the facts around his posting to Fort McMurray in April 2015, on a “Limited Duration Post”, meaning that he was required to stay there for at least five years. He paid \$711,000.00 for a house.

[31] Mr. Clarke deposed that in the summer of 2020, he accepted a transfer to Winnipeg, Manitoba. He sold his house in March 2021 for \$510,000.00. He deposed that he spent \$4,250.00 on improvements to enhance the saleability of his house.

[32] Mr. Clarke also deposed that a condition of the sales agreement required him to reinsulate the attic, This work cost \$1000.00. He deposed that he assessed the loss upon the sale of his house to be approximately 28.5% of the purchase price.

[33] In his affidavit, Mr. Clarke “claimed” that he was entitled to the benefits under the IRP 2009, specifically the benefit of a “Depressed Market Status” payment that would compensate 100% for his loss, if he could establish a “business case”.

[34] Mr. Clarke deposed that on February 4, 2020, he contacted the RCMP Relocation Services and asked if the Benefit or any other provision of the IRP 2009 would apply to his relocation to Winnipeg. He deposed that on February 5, 2020, he was advised by the Relocation

Policy Centre that the IRP 2009 had been replaced by the RD 2017 and that the IRP 2009 did not apply to his situation.

[35] Mr. Clarke deposed that he filed a grievance on February 6, 2020.

[36] Mr. Clarke further deposed that on January 28, 2021, he applied for consideration under the HEAP as provided for by section 3.09 of the IRP 2009. His application was denied on February 3, 2021, and he filed another grievance on February 4, 2021.

[37] Mr. Clarke deposed that the two grievances were consolidated on March 5, 2021.

[38] Mr. Clarke deposed that his grievance was dismissed on January 24, 2023, and he proceeded to the next level, raising the same grounds. The final level grievance decision was made on February 14, 2023.

[39] In the final level grievance decision, the Adjudicator made several findings, as follows:

1. That the Adjudication Panel made no error of law in finding that Mr. Clarke had no vested rights under the IRP 2009 or in finding that it lacked jurisdiction to hear all arguments advanced, and that promissory estoppel did not apply;

2. That the Adjudication Panel did not make a clearly unreasonable decision in finding that Mr. Clarke did not have vested rights to the Benefit and that promissory estoppel did not apply.
3. That on the issue of jurisdiction, the decision of the Treasury Board to retire the IRP 2009 and replace it with RD 2017 fell within the mandate of the Treasury Board, not of the RCMP, and that the decision of the Treasury Board was not made in the administration of the RCMP, and that Mr. Clarke lacked standing to challenge the changes that were made to the “Depressed Market” clauses;
4. That the situation of Mr. Clarke was not unique since he was aware of the volatility of the market.
5. That there were no provisions in the IRP 2009 that members of the RCMP were or would have made any assurances that he would be entitled to future “Depressed Market Benefits”.

C. *Mr. Samuel Métivier*

[40] Mr. Métivier deposed in his affidavit that he was transferred to Fort McMurray in February 2015 on a “Limited Duration Post” meaning that he was required to stay there for at least five years. He bought a house for approximately \$377,400.00 plus taxes.

[41] On December 30, 2019, Mr. Métivier received a transfer to C Division (Quebec). In February 2020, he deposed that he sold his house in Fort McMurray for \$185,000.00. The difference between the purchase and sale prices was \$192,400.00, representing an approximate loss of 51%.

[42] In his affidavit, Mr. Métivier claimed that he was entitled to the Benefit pursuant to the IRP 2009, to cover 100% of his losses if he could establish a “business case”.

[43] Mr. Métivier received compensation in the amount of 30,000.00 under the HEAP.

[44] Mr. Métivier deposed that on January 30, 2020, he contacted the RCMP Relocation Services and inquired if the Benefit would apply to his transfer. He deposed that on the same day, he was advised that the IRP 2009 had been replaced by the RD 2017 and that the transfer to Quebec was not covered under that policy.

[45] On January 31, 2020, Mr. Métivier filed a grievance, raising two issues:

1. That is the unfairness of the RCMP asking its members to move around Canada and then removing the compensatory benefits that would protect them against the loss of equity in houses that they had purchased in the course of those transfers, and;

2. The prejudice that he and his wife would suffer due to this financial loss which would last for some years.

[46] Mr. Métivier deposed that his initial grievance was dismissed on February 3, 2023 and that he moved on to the final level grievance on February 4, 2023. He deposed that he raised the following grounds:

1. That the change from the IRP 2009 to the RD 2017, removing the Benefit could not apply retroactively and that the first-level decision maker acted unreasonably in holding that he did not enjoy a vested right in the Benefit;
2. That the change was ineffective because it had been made without notice and without giving members of the RCMP the opportunity to air their concerns about the change and that the first-level decision maker had erred in law by finding that these arguments were beyond the jurisdiction of the grievance process;
3. That the RCMP was estopped from refusing to apply the IRP 2009, and that the first-level decision maker erred in law or made an unreasonable decision by misapprehending the nature of the representation that had been made about his eligibility for the Benefit.

[47] Mr. Métivier deposed that he received the final level decision on February 12, 2024. He further deposed that the Adjudicator upheld the decision on the following grounds:

1. That the decision of the Treasury Board to retire the IRP 2009 and implement RD 2017 fell within its mandate, not within the mandate of the RCMP, and that the decision did not involve the administration of the RCMP. Accordingly, the complaint about the revocation of the IRP 2009 was beyond the scope of his grievance.
2. That Mr. Métivier's situation was not different from that of any other member of the RCMP and that the Benefit was not enshrined, such that he held no vested right to the application of the IRP 2009.
3. That the test for promissory estoppel was not met since the IRP 2009 contained no promise that it would apply to future transfers.

D. *Mr. Brent Alain*

[48] Mr. Alain deposed that he was transferred to Fort McMurray in October 2016 on a "Limited Duration Post", meaning that he was required to stay there for at least five years. He bought a house there for \$380,000.

[49] Mr. Alain deposed that he was entitled to the Benefit of the IRP 2009. Mr. Alain further deposed that in December 2021, the RCMP issued a transfer to Edmonton Major Crimes Unit. In July 2022, he sold his house in Fort McMurray for \$215,000.00. This amounts to an approximate loss of 43% from his purchase price.

[50] Mr. Alain deposed that he to the Benefit of the IRP 2009 for recovery of 100% of his loss, if he could establish a business case for a depressed market, that is where the decline in the real estate market is equal to or greater than 20%.

[51] Mr. Alain deposed that on February 1, 2020 he contacted the RCMP Relocation Services and asked if the Benefit would apply.

[52] He deposed that on February 3, 2020 he was advised by the RCMP Relocation Policy Centre that the RD 2017, not the IRP 2009, would apply to his upcoming transfer.

[53] Mr. Alain deposed that on February 3, 2020 he filed a grievance raising three issues, as follow:

1. That the change from the IRP 2009 to the RD 2017 could not have retroactive or retrospective effect and could not interfere with a vested right to the Benefit since he had been posted to a depressed market before the change from the IRP 2009 to the RD 2017;
2. That the lack of notice about the loss of the Benefit made the change ineffective;
3. That the RCMP was estopped from applying the Treasury Board's change to the Benefit.

[54] Mr. Alain deposed that the RCMP dismissed his grievance on March 7, 2023.

[55] Mr. Alain deposed further that he proceeded to the next stage of the grievance process on March 21, 2023, and advanced the following grounds:

1. That the change from the IRP 2009 to the RD 2017 could not apply retroactively and that the first decision maker either erred in law or made an unreasonable decision in finding that he had no vested right in the application of the IRP 2009;
2. That the change was ineffective because it was made without notice and without the opportunity for Mr. Alain to raise his concerns about the change;
3. That the initial decision maker erred in law by finding that this argument was beyond the limits of the grievance process;
4. That the RCMP is estopped from declining to apply the IRP 2009 and that the first decision maker either erred in law or made a clearly unreasonable decision by misunderstanding the nature of the representation made about his eligibility of the Benefit.

[56] Mr. Alain deposed that the final level decision was made on February 19, 2024.

The Adjudicator upheld the initial decision on the following grounds:

1. The decision of the Treasury Board to discontinue the IRP 2009 and replace it with the RD 2017 lay within the mandate of the Treasury Board and not of the RCMP;
2. The decision did not involve the administration of the RCMP and was beyond the scope of the grievance;
3. That the situation of Mr. Alain was no different from that of other members of the RCMP;
4. That the provisions of the IRP 2009 were not enshrined for future transfers;
5. That there was no vested right in the application of the IRP 2009;
6. That the IRP 2009 contained no promise that it would apply to future transfers;
7. The test for promissory estoppel was not met.

E. *Mr. Vanderlei Holz*

[57] Mr. Holz deposed that he was transferred to Fort McMurray in October 2014, on a “Limited Duration Post”. This meant that he was required to stay there for at least five years. He bought a house for \$849,000.00.

[58] Mr. Holz deposed that in July 2019, the RCMP issued him a transfer to Sherbrooke, Quebec. He sold his house for \$613,000.00 in September 2019, amounting to an approximate loss of 26% of what he had paid.

[59] Mr. Holz deposed that on July 20, 2019, he contacted the RCMP Relocation Services and asked if the Benefit would apply to his transfer to Sherbrooke. He deposed that on August 1, 2019, he was advised by the RCMP Relocation Policy Centre that he would not be eligible for the IRP 2009 and that the RD 2017 would apply to his transfer.

[60] Mr. Holz deposed that on August 15, 2019, he filed a grievance. He raised the following issues:

1. That the change in April 2017 from the IRP 2009 to RD 2017 could not have retroactive or retrospective effect, and could not interfere with his vested right to the application of the IRP 2009 since he had been posted to a depressed market before the change;
2. That the lack of notice about the removal of the Benefit made its removal ineffective;
3. That the RCMP was estopped from applying the Treasury Board's change to the Benefit.

[61] Mr. Holz deposed that the RCMP dismissed his grievance on January 31, 2023 on the following grounds:

1. That the decision of the Treasury Board to “retire” the IRP 2009 and replace it by the RD 2017 was beyond the scope of the grievance;
2. That he had no vested right to the continued availability of the IRP 2009, and in any event the RD 2017 did not have retroactive or retrospective effect that would interfere with a vested right; and
3. That the RCMP made no unequivocal or promise that the IRP 2009 would apply to future moves.

[62] Mr. Holz also deposed that he moved on to the next level of the grievance process, raising the following grounds:

1. That the Benefit could not be removed retroactively from members such as he, who had purchased a house during the currency of the IRP 2009 and then saw the loss of the Benefit during a downturn in the market;
2. That the initial decision maker erred in law and made an unreasonable decision in finding that there was no vested right to the Benefit;
3. That the change was ineffective because it was made without notice to affected members and without giving those members the opportunity to raise concerns;

4. That the initial decision maker erred in law by finding that this argument was beyond the scope of the grievance process;
5. That the RCMP were estopped from refusing to follow the IRP 2009; and
6. That the initial decision maker erred in law or made an unreasonable decision by misapprehending the nature of the representation that had been made about his eligibility for the Benefit.

[63] Mr. Holz deposed that the final level decision was made on February 7, 2024.

He deposed that in that decision the Adjudicator upheld the initial decision on the following grounds:

1. The decision of the Treasury Board to implement the RD 2017 and retire the IRP 2009 lay within the mandate of the Treasury Board, not of the RCMP, did not involve the administration of the RCMP, and fell outside the scope of the grievance;
2. That the “legal” situation of Mr. Holz was the same as other members of the RCMP and the provisions of the IRP 2009 were not enshrined for future moves, and accordingly, he had no vested right in the availability of the IRP 2009; and
3. That the IRP 2009 contained no promise that it would apply to future transfers, so the test for promissory estoppel was not met.

F. *Mr. Lance Flintoff*

[64] Mr. Flintoff deposed that he was transferred to Fort McMurray, Alberta in November 2015, on a “Limited Duration Post”, meaning that he was required to stay there for a term of at least five years. He bought a house for \$420,000.00. He was accompanied by his wife, also a member of the RCMP. He deposed that he was aware of the terms of the IRP 2009 when he moved to Fort McMurray.

[65] Mr. Flintoff deposed that in 2021, he accepted a transfer by the RCMP to E Division in British Columbia. He deposed that on January 22, 2021, he sold his house in Fort McMurray for \$310,000.00, that is an approximate loss of 26.4%.

[66] Mr. Flintoff deposed that on January 27, 2021, he contacted the RCMP Relocation Services and asked if the Benefit would apply to the relocation to British Columbia. He deposed that on January 28, 2021, he received a negative answer and was advised that the IRP 2009 did not apply.

[67] Mr. Flintoff deposed that he received compensation in the amount of \$22,500.00 for his loss, pursuant to the HEAP benefit as provided for by the RD 2017.

[68] Mr. Flintoff deposed that on January 28, 2021, he filed a grievance, raising the following issues:

1. That the change from the IRP 2009, removing the Benefit, could not have retroactive or retrospective effect, and could not interfere with his vested right to coverage under the IRP 2009 since he had been posted to a depressed market before the introduction of the RD 2017;
2. That the absence of notice about the removal of the Benefit made its removal ineffective; and
3. That the RCMP was estopped from applying the Treasury Board's change to the Benefit.

[69] Mr. Flintoff deposed that his grievance was dismissed on October 20, 2022. He deposed that on November 3, 2022 he moved on to the next stage of the grievance process, upon the following grounds:

1. That the change from the IRP 2009, removing the Benefit, could not apply retroactively or retrospectively to members such as he who had bought a house under the IRP 2009 and then experienced the change in the relocation benefit during a depressed market downturn;
2. That the initial decision maker erred in law and was unreasonable in finding that he had no vested right in the application of the IRP 2009;

3. That the change was ineffective because it was done without notice and without the opportunity for affected members to voice their concerns;
4. That the initial decision maker erred in law by concluding that the arguments about the lack of notice and the opportunity to express concerns were outside the scope of the grievance process;
5. That the RCMP was estopped from refusing to follow the IRP 2009; and
6. That the initial decision maker made an unreasonable decision by misunderstanding the nature of the representation made about his eligibility for the Benefit.

[70] Mr. Flintoff deposed that the final level decision was made on January 30, 2024.

This decision upheld the initial decision on the following grounds:

1. That the Treasury Board's decision to retire the IRP 2009 fell within the powers of the Treasury Board, not of the RCMP, was not made in the administration of the RCMP and was beyond the limits of the grievance process;
2. That his legal situation was the same as other members of the RCMP;
3. That the provisions of the IRP 2009 were not enshrined for future transfer;
4. That he did not have a vested right to the application of the IRP 2009; and

5. That the IRP 2009 contained no promise that it would apply to future transfers and the test for promissory estoppel was not met.

G. *Mr. Thomas Cooke*

[71] Mr. Cooke is now a retired member of the RCMP. He deposed that he was transferred to Fort McMurray, Alberta in May 2014 on a “Limited Duration Post”, meaning that he was required to stay there for at least five years. He bought a house for \$790,000.00, plus taxes. He also invested \$27,000.00 for improvements.

[72] Mr. Cooke deposed that on June 1, 2020, the RCMP issued him a transfer to Lloydminster, Alberta. He deposed that he sold his house for \$590,000.00. Including the costs of the improvements, he suffered an approximate loss of 28.7% of what he paid for his house.

[73] Mr. Cooke deposed that on September 24, 2020, he contacted the RCMP and asked if the Benefit would apply to the move to Lloydminster. He deposed that on September 28, 2020, he was advised that the IRP 2009 had been replaced by the RD 2017 and that the IRP 2009 did not apply to the current relocation.

[74] Mr. Cooke deposed that he received \$30,000.00 in compensation for his loss under the HEAP as provided by the RD 2017.

[75] Mr. Cooke deposed that he filed a grievance on September 28, 2020, raising the following grounds:

1. That the change from the IRP 2009 to the RD 2017 could not operate retroactively or retrospectively to members like him, who had transferred into a depressed market;
2. That the change was ineffective because it was made without notice and without giving affected members the opportunity to make submissions about the change;
3. That the RCMP was estopped from applying the Treasury Board's change to the Benefit.

[76] Mr. Cooke deposed that his grievance was dismissed on December 9, 2020.

[77] Mr. Cooke deposed that he proceeded to the next stage of the grievance process on December 19, 2022, raising the following grounds:

1. That the change from the IRP 2009 to the RD 2017 could not apply retroactively to members like him who had purchased houses during the currency of the IRP 2009;
2. That the initial decision maker erred in law and unreasonably found that he had no vested right in the application of the IRP 2009;

3. That the change was ineffective because it was made without notice to affected members and without providing the opportunity to raise concerns;
4. That the initial decision maker erred in law by concluding that these arguments were beyond the jurisdiction of the grievance process;
5. That the RCMP was estopped from refusing to follow the IRP 2009; and
6. That the initial decision maker erred in law and made an unreasonable decision by misapprehending the nature of the representation that had been made about his eligibility for the Benefit.

[78] Mr. Cooke deposed that the final level decision was made on February 13, 2024.

He deposed that the decision upheld the decision of the initial decision maker on the following grounds:

1. That the decision of Treasury Board to implement the RD 2017 and retire the IRP 2009 lay within its mandate and not that of the RCMP;
2. That the decision of the Treasury Board did not involve the administration of the RCMP and accordingly, was beyond the scope of the grievance;
3. That the situation of Mr. Cooke was no different from that of any other member of the RCMP and the Benefit in the IRP 2009 was not enshrined for subsequent moves, and there was no vested right to the application of the IRP 2009;

4. That the IRP 2009 contained no promise of its application to future transfers and the test for promissory estoppel was not met.

IV. SUBMISSIONS

i. The Applicants

[79] The Applicants argue that both the initial decision makers and the Adjudicator misapplied the test for promissory estoppel. In particular they submit that the decision makers at both levels misunderstood the “representation” that was made in the IRP 2009, and that the Adjudicator failed to “grapple” with the initial decision makers clear error in treating the IRP 2009 as “statutory”.

[80] The Applicants contend that the IRP 2009 made the representation that members “could be eligible for the Benefit provided that they met the terms for that benefit”. They argue that they have shown that a representation was made and that they had relied on it to their detriment by accepting time-limited postings to Fort McMurray and buying houses, rather than renting.

[81] On the issue of vested rights, the Applicants submit that both the initial decision makers and the Adjudicator misapplied the test. They rely on the decision in *Dikranian v. Quebec (AG)*, 2005 SCC 73 where the Court said the following at paragraph 37:

(1) the individual's legal (juridical) situation must be tangible and concrete rather than general and abstract; and

(2) this legal situation must have been sufficiently constituted at the time of the new statute's commencement.

[82] The Applicants submit that they are in a different situation than other members of the RCMP since they knew about the volatile real estate market in Fort McMurray before going there. They argue that the IRP 2009 was part of the terms and conditions of their employment, as discussed in *Vaughan v. Canada*, 2005 SCC 11.

[83] The Applicants argue that their acceptance of the terms of the IRP 2009, that is by accepting their transfers to Fort McMurray, created a contract and that their rights accrued at that time.

ii. The Respondent

[84] The Respondent argues that there is nothing in the IRP 2009 that entitles the Applicants to the Benefit upon future transfers. He submits that members of the RCMP are required to inform themselves of the terms of the IRP 2009 and to know that it could be changed at any time, that it did not "create entitlements", and that it applied only to the length of the specific relocation.

[85] The Respondent further submits that the references in the IRP 2009 as a “statute” are immaterial. He argues that the IRP 2009 was made by the Treasury Board pursuant to the *Financial Administration Act*, R.S.C., 1985, c. F-11. It is a “regulation” as defined by the *Interpretation Act*, R.S.C., 1985, c. I-21 and pursuant to the *Interpretation Act*, *supra*, it is an “enactment”.

[86] The Respondent observes that the initial decision makers acknowledged that while “policies” are not “statutes”, those decision makers decided to apply the rules of statutory interpretation and did not err in so doing.

[87] In response to the arguments about vested rights arising from the IRP 2009, the Respondent argues that there is no “tangible or concrete” provision in the IRP 2009 that would guarantee its application or availability to future relocations.

[88] Further, the Respondent submits that the IRP 2009 only applies to relocations that began while it was in effect. The Applicants’ transfers from Fort McMurray all began after 2017. He argues that as of April 1, 2017, the only “contract” available was pursuant to the RD 2017.

V. DISCUSSION AND DISPOSITION

[89] The within consolidated proceeding is a judicial review of decisions made by the final Adjudicator upon individual grievances filed by the Applicants in respect of the change from the IRP 2009 to the RD 2017.

[90] The preceding paragraphs, setting out the individual circumstance of the Applicants, are repetitive. The details are provided to show that each Applicant has been “heard” in this consolidated proceeding.

[91] The decisions under review are those of the Adjudicator, and not of the Treasury Board. According to the decision in *Mitchell v. Canada (Attorney General)*, 2022 FC 33 at paragraphs 18 to 22, decisions of final level grievance adjudicators are reviewable on the standard of reasonableness, as enunciated in *Canada (Minister of Citizenship and Immigration) v. Vavilov* (2019) 4 S.C.R. 653.

[92] *Mitchell, supra* also provides that where a final level adjudicator is reviewing the decision of an initial level decision maker, reasonableness is the applicable standard of review.

[93] In considering reasonableness, the Court is to ask if the decision under review “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”; see *Vavilov*, *supra* at paragraph 99.

[94] The evidence in this matter consists of the Certified Tribunal Records (the “CTRs”) produced in respect of each of the seven grievances and the affidavits of the Applicants. These materials include the texts of the IRP 2009 and of the RD 2017, as well as correspondence and emails relating to the Applicants’ transfers.

[95] In their arguments, the Applicants clearly submit that they are not challenging the legality of the Treasury Board decision to end the IRP 2009 and the introduction of the RD 2017. Rather they challenge the interpretation and application of the RD 2017 to their particular circumstances.

[96] Two substantive issues arise in this proceeding:

1. Did the Adjudicator unreasonably apply the test for promissory estoppel?
2. Did they unreasonably apply the test for vested rights?

[97] The legal context for the Applicants’ grievances is the Act. Part III of the Act governs grievances. The initial decision makers found that the Applicants met the statutory requirements, set out in subsections 31(1) and (2) of the Act, to pursue grievances. These provisions read as follow:

31 (1) Subject to subsections (1.01) to (3), if a member is aggrieved by a decision, act or omission in the administration of the affairs of the Force in respect of which no other process for redress is provided by this Act, the regulations or the Commissioner's standing orders, the member is entitled to present the grievance in writing at each of the levels, up to and including the final level, in the grievance process provided for by this Part.

(2) A grievance under this Part must be presented

(a) at the initial level in the grievance process, within thirty days after the day on which the aggrieved member knew or reasonably ought to have known of the decision, act or omission giving rise to the grievance; and

(b) at the second and any succeeding level in the grievance process, within fourteen days after the day the aggrieved member is served with the decision of the immediately preceding level in respect of the grievance.

31 (1) Sous réserve des paragraphes (1.01) à (3), le membre à qui une décision, un acte ou une omission liés à la gestion des affaires de la Gendarmerie causent un préjudice peut présenter son grief par écrit à chacun des niveaux que prévoit la procédure applicable aux griefs prévue par la présente partie dans le cas où la présente loi, ses règlements ou les consignes du commissaire ne prévoient aucune autre procédure pour réparer ce préjudice.

(2) Un grief visé à la présente partie doit être présenté :

a) au premier niveau de la procédure applicable aux griefs, dans les trente jours suivant celui où le membre qui a subi un préjudice a connu ou aurait normalement dû connaître la décision, l'acte ou l'omission donnant lieu au grief;

b) à tous les autres niveaux de la procédure applicable aux griefs, dans les quatorze jours suivant la signification au membre de la décision relative au grief rendue par le niveau inférieur immédiat.

[98] The Applicants do not challenge the composition of the panels that made the initial decision. The Adjudicator acknowledged that they had standing to pursue the grievances beyond the first level. No procedural fairness issues are raised in the within consolidated application for judicial review.

[99] The initial decision makers referred to their appointment as “adjudicators” pursuant to subsection 36(a) of the Act, and subsections 3(2) and 6(2) of the *Commissioner’s Standing Orders (Grievances and Appeals)* SOR/2014-289 (the “CSO (Grievances and Appeals)”).

[100] The Adjudicator upon the final level grievances acted pursuant to the delegation of authority by the Commissioner, under subsection 5(2) of the Act and paragraph 18(1)(a) of the CSO (Grievances and Appeals).

[101] Subsection 5(2) of the Act provides as follows:

Delegation

(2) The Commissioner may delegate to any member, subject to any terms and conditions that the Commissioner directs, any of the Commissioner’s powers, duties or functions under this Act, except the power to delegate under this subsection, the power to make rules under this Act and the powers, duties or functions under subsections 45.4(5) and 45.41(10).

Délégation

(2) Le commissaire peut déléguer à tout membre, aux conditions qu’il fixe, les pouvoirs ou fonctions que lui attribue la présente loi, à l’exception du pouvoir de délégation que lui accorde le présent paragraphe, du pouvoir que lui accorde la présente loi d’établir des règles et des pouvoirs et fonctions visés aux paragraphes 45.4(5) et 45.41(10).

[102] Paragraph 18(1)(a) of the CSO (Grievances and Appeals) provides as follows:

Decision at final level

18 (1) An adjudicator may dispose of a grievance at the final level by rendering a decision

(a) dismissing the grievance and confirming the decision rendered at the initial level;

Décision au dernier niveau

18 (1) L'arbitre qui dispose d'un grief de dernier niveau peut rendre une décision:

a) le rejetant et confirmant la décision de premier niveau;

[103] The Applicants filed grievances about the inapplicability of the IRP 2009 to the transfers that they made after April 1, 2017. All grievances were dismissed by the first level decision makers. At the final level of the grievance process, the same Adjudicator made the final decision and upheld the decisions of the first level decision makers.

[104] The test for promissory estoppel is addressed in *Maracle v. Travellers Indemnity Co. of Canada*, [1991] 2 S.C.R. 50 as follows:

The party relying on the doctrine must establish that the other party has, by words or conduct, made a promise or assurance which was intended to affect their legal relationship and to be acted on. Furthermore, the representee must establish that, in reliance on the representation, he acted on it or in some way changed his position.

[105] The test set out in *Maracle, supra* requires evidence that the other party made a “promise” that was “intended” to “affect” a “legal relationship”, was intended to be “acted on” and was relied upon to the detriment of the relying party.

[106] There is no evidence of a “promise”. To the contrary, the IRP 2009 clearly provides that the RCMP travel relocation policy will change on April 1, for a “new governing policy year”.

[107] This clear language cannot constitute a “promise” or assurance. This language does not support the arguments of the Applicants.

[108] I agree with the Respondent’s arguments on this issue. The “existence” of a policy is no guarantee that it will always remain in place or will necessarily apply to future transfers.

[109] On the issue of “vested rights”, I again agree with the submissions of the Respondent.

[110] The initial decision makers and the Adjudicator addressed the issue of “vested rights” according to the decision in *Dikranian, supra*. The decision makers specifically addressed the “legal” situation of each Applicant and concluded that each member was in the same situation as any other members of the RCMP who were subject to the IRP 2009, when it came into effect. The IRP 2009 is clear that it is subject to change and does not provide “eternal” benefits.

[111] There is no question that the legal situation of each Applicant was “tangible” and concrete, both when the IRP 2009 came into effect and when it was “retired” and replaced by the RD 2017. The Applicants, at the relevant times, were members of the RCMP on limited duration postings and subject to future transfers.

[112] The Adjudicator understood and appreciated the facts. He understood and applied the applicable principles and jurisprudence, in concluding that the Applicants had not established that they had “vested rights” in the continued availability of the IRP 2009.

[113] The decision in *Dikranian, supra* applies to the Applicants’ claim that they held “vested rights” in the continued availability of the IRP 2009 and its benefits. The evidence does not support that claim.

[114] The language of the IRP 2009 is clear: it did not create a “right” or entitlement. It is unreasonable to anticipate that the IRP 2009, as written, would create a perpetual right to the Benefit as defined in the IRP 2009.

[115] I also agree with the position of the Respondent, that the reference to the IRP 2009 as a “statute” is immaterial and did not lead to an unreasonable decision or reviewable error.

[116] It is unnecessary to discuss the special nature of employment in the RCMP. It is enough to say that the terms and conditions of this employment necessarily involve the relocation of members around the country. The Treasury Board and the administration have the right and responsibility to enact policies to address such movement.

[117] In the result, I am not persuaded that the Applicants have shown a reviewable error by the initial decision makers or by the Adjudicator.

[118] The decisions meet the requirements of “reasonableness” as set out in *Vavilov, supra* at paragraph 99 as follows:

In considering reasonableness, the Court is to ask if the decision under review 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.

VI. CONCLUSION

[119] I am satisfied that here, the Adjudicator was aware of the facts and the law, and his decisions meet the applicable standard of review.

[120] For these Reasons, the applications for judicial review were dismissed with costs, by a Judgment issued on December 23, 2025.

[121] If the parties are unable to agree on costs, they will advise the Court by January 8, 2026 and a Direction will issue setting a timeline for the filing of brief submissions.

[122] A copy of these Reasons shall be placed on each of the files: T-446-24, T-522-24, T-561-24, T-574-24, T-604-24, T-1136-24 and T-2689-24.

"E. Heneghan"

Judge

FEDERAL COURT

SOLICITORS OF RECORD

DOCKETS: T-446-24, T-522-24, T-561-24, T-574-24, T-604-24,
T-1136-24 AND T-2689-24

STYLE OF CAUSE: ANDREW BROCK, BRENT CLARKE, SAMUEL
MÉTIVIER, BRENT ALAIN, VANDERLEI HOLZ,
LANCE FLINTOFF AND THOMAS COOKE
v. ATTORNEY GENERAL OF CANADA

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REASONS FOR JUDGMENT: HENEGHAN J.

DATED: DECEMBER 30, 2025

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