ALEXANDER HOLBURN

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E-NEWSLETTER

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In This Issue:

1. *Martin v. AGO et al*, 2022 ONSC 1923

The Court, in *Martin v. AGO et al*, 2022 ONSC 1923, considered the issues of liability of an occupier, and the contributory negligence of a plaintiff, for injuries sustained in a slip and fall. On July 14, 2015, the plaintiff Derek Martin (the "Plaintiff"), a lawyer, slipped and fell while walking near a wicket on the ground floor of the John Sopinka Court House in Hamilton. As a result of the fall, he suffered a torn hamstring. A claim was commenced against Ontario Infrastructure and Land Corporation, CRBE Limited, and Bee-Clean Building Maintenance, on the basis that they jointly and severally breached the standard of care required of them pursuant to section 3(1) of the Occupiers' Liability Act, R.S.O. 1990, c.O.2.

Prior to trial, the parties agreed to certain facts, which included:

i. It rained on the date of loss;

ii. The Plaintiff slipped on a "small amount of water";

iii. The water had accumulated from the wet umbrella of a Court House visitor who had previously stood in the area of the fall;

iv. The contract between CBRE and Bee-Clean required Bee-Clean to perform floor care, which included placing warning signage for all wet floor areas;

v. During business hours a Bee-Clean day porter was on site, and supervisory staff (who were on site) completed periodic inspections of the porter's work;

vi. The day porter was responsible for monitoring and cleaning the public areas of the Court House;

vii. Upon her arrival at the Court House on the date of loss, the day porter immediately placed wet floor signs on all seven floors of the Court House;

viii. There were a total of four wet floor signs placed on the ground floor at various locations;

ix. The Plaintiff was carrying a cup of coffee in his left hand, and a briefcase in his right hand, when he fell;

x. The Plaintiff did not find the floor to be slippery, or wet, in other areas of the Court House;

xi. CCTV footage of the fall showed the day porter walking by the fall location and toward a public washroom prior to the fall occurring;

xii. The day porter was cleaning the washroom when the fall occurred; and

xiii. The water that was found on the floor post-fall was cleaned up with a paper towel and did not require a mop to remove.

The Plaintiff testified that he traversed the area of the fall on a regular basis, and that there is typically a high level of traffic in the area, especially in the mornings. The fall occurred when his leg slid out from under him, causing him to fall to the ground. It was accepted by the Court that the Plaintiff was not in a rush when the fall took place. Of note, the Plaintiff was wearing his usual work shoes, which had rubber soles. The shoes were tendered as evidence, and on cross-examination, the Plaintiff admitted that the soles of his shoes were worn, causing them to be smooth in texture, and not "gritty". On inspection of the shoes by the Court, it was opined that the soles' tread was worn to the "extent of approximately thirty percent".

Based on the evidence tendered relating to the practices of Bee-Clean, the Court found that mats had been placed inside each of the Court's three public entrances, and that "Wet Floor Signs" had been placed throughout the main floor.

The Court heard evidence relating to the day porter, which included that she was an outstanding and excellent employee. On the basis of the evidence of witnesses, and the Court's impression of the day porter, she was accepted to have a "clear recollection" of events, was that she was a "conscientious and diligent employee" that took pride in her work. The Court noted that she presented as "an experienced day porter with a proven track record of excellence" and "had the necessary skills to competently inspect the public floor for spills".

In addressing the alleged water pooling, the Court was asked to make a finding on the volume of water that was present upon the floor prior to the fall. This exercise was complicated by the fact that, when the Plaintiff fell, he also spilled his coffee upon the floor. Plaintiff counsel attempted to suggest that the volume of water on the floor post-fall was greater than the volume of coffee on the floor, which the day porter denied. The day porter relied on her daily logbook in which she recorded events of the day outside of her regular duties. Her log for July 14, 2015, recorded her cleanup of the water, and noted "it wasn't much water cause (sic) I was able to clean it up with hand paper towels". The amount of water on the floor post-fall, as described by a witness at trial, was described to be the equivalent of the amount of water that would result from a "melted ice cube".

The Court ultimately found that the volume of water upon the floor which the Plaintiff slipped on was "very small" - equivalent to the size of a melted ice cube, or about the size of a quarter. The small volume of water, the Court found, "explains why it was not identified prior to the fall by … Court House visitors … all of whom walked in the area of the fall without identifying the water that had accumulated from a wet umbrella". The Court found that the water spill was not, on the balance of probabilities, "perceptible".

In considering whether the defendants had met their obligations under the *Occupiers' Liability Act* to ensure that premises were reasonably safe, the Court considered Bee-Clean's system of inspection and Work Order Policy. As per the evidence before the Court, the day porter's duties consisted of twenty-seven tasks, some of which were completed daily, and some on a monthly or bi-monthly basis. Most tasks only required five minutes of the day porter's time, and, on average, no task took more than twenty minutes. The day porter completed her assigned tasks each day, beginning on the basement floor of the building. During the course of the day, each floor was patrolled, on average, four times.

While Bee-Clean did not have any formal criteria for the inspection of floor surfaces, the day porter had been specifically trained to scan her eyes along public hallways to look for spills. The day porter, herself, provided evidence that she had never been told by her supervisors that she failed to address floor spills, or that the frequency of her completed patrols was inadequate. Her supervisor, who regularly inspected her work, noted it to be “excellent”. In addition to the day porter’s regular inspections, it was noted that CBRE, in conjunction with Bee Clean, had implemented a work order protocol whereby any staff member of the Court House, or member of the public, may report a matter that required immediate attention.

Despite both Bee-Clean’s system and the CBRE work order protocol, it was the position of plaintiff counsel that the defendants failed to implement a system of floor inspections, or that if such a system was established, it was not completed. This suggestion was rejected by the Court. The Court found that the defendants had put in place a routine system to inspect the public floors of the Court House, and that its inspection of the floors - a minimum of four times per shift - was adequate in all the circumstances.

The defendants had demonstrated that their adopted system of inspection and cleaning of the public floors by the day porter (as supplemented by the work order system); their careful placement of mats at the entrances of the Court House; and their daily installation of signs throughout the ground floor, met the requisite standard of care. The standard of care, notably, was not one of perfection. Moreover, the standard did not require that every possible danger be eliminated, and it did not require constant surveillance and instant response. As a result, the Plaintiff’s case was dismissed.

While it was not required of the Court to consider the issue of contributory negligence on behalf of the Plaintiff, the Court did state that the Plaintiff must accept personal responsibility for his injuries, on the basis that he conceded that the soles of his shoes were worn, and that immediately prior to the fall, several people had walked in the same area without slipping. The Plaintiff was found to be 30% liable for the loss.

2. *Security National Insurance Company v. Gore Mutual Insurance Company*, 2022 ONSC 2083

In *Security National Insurance Company v Gore Mutual Insurance Company*, 2022 ONSC 2083, the Court considered an Application to determine whether Gore Mutual Insurance had a duty to defend and indemnify Carlo Facchini and Daureena Facchini (the "Facchinis") in an action brought against them further to injuries allegedly sustained by Lynne Dinardo ("Dinardo") as a result of a slip and fall that occurred on the Facchini property on March 14, 2018.

Situated upon the premises was a residential dwelling, where the Facchinis lived. Security National issued a homeowner's policy for the premises. The residential dwelling housed the head office of Powerworx, a company operated by the Facchinis. Gore Mutual issued a commercial policy to Powerworx. Dinardo's slip and fall took place on the driveway of the premises, which was allegedly covered in ice. Of note, the Statement of Claim in the slip and fall action made no mention of Powerworx, nor did it make any mention of the purpose of Dinardo's attendance at the premises.

Security National filed an Application seeking a declaration that Gore Mutual was obligated to defend and indemnify the Facchinis in the slip and fall action. Security National submitted that it only had an obligation to defend and indemnify the Facchinis for losses that exceeded the limits of the Gore Mutual Policy. In the alternative, Security National took the position that Gore Mutual and Security National had complimentary duties to defend and indemnify the Facchinis, and must share equally in their obligation up to the limits of the homeowner's policy issued by Security National.

In support of its position, Security National submitted that the allegations made against the Facchinis in the Dinardo Statement of Claim - which amounted to allegations that they failed to take reasonable care to ensure that the premises were safe; that they permitted ice to form upon the premises which they failed to remove add/or had no procedure to remove; and that they employed incompetent servants to remove the ice, or failed to instruct said servants properly - fell within both the coverage provided under its policy, and the Gore Mutual policy.

In determining the application of the polices, the Court restated the finding in *Monenco Ltd. v. Commonwealth Insurance Co.*, 2001 SCC 49, [2001] 2 S.C.R. 699, that the determination of whether a duty is owed is governed by "the pleadings rule", whereby "if the pleadings allege facts which, if true, would require the insurer to indemnify the insured for the claim, then the insurer is obligation to provide a defence". Moreover, the Court restated the finding of the Court in *Nichols v. American Home Assurance Co.*, [1990] 1 SCR 801, wherein it was found that the "mere possibility" that a claim within the policy may succeed, is sufficient to trigger the duty to defend.

The Facchinis were found to be occupiers of the premises as owners, as well as occupiers of the premises for the business of Powerworx. As such, they owed a duty to keep the driveway of

the premises properly maintained both as owners of the premises, and in their capacity as employees and/or officers and directors of Powerworx.

While the Court heard arguments from both counsel relating to respective portions of their policies that dealt with “Other Insurance” and “Method of Sharing” (Gore Mutual); and Insurance Under More than One Policy” (Security National), the Court ultimately stated that it was satisfied, considering the “pleadings rule” that the Dinardo Statement of Claim triggered both policies. As such, both the policies had a duty to defend, and that duty was to be born equally. Any issues relating to the duty to indemnify were left to be determined at the end of the trial, if, and when, the allegations made by Dinardo and the underlying facts to support such allegations, were proven.

3. *Lewis v. 3414493 Canada Inc.*, 2022 ONSC 2769

Justice Perell, in the case of *Lewis v. 3414493 Canada Inc.*, 2022 ONSC 2769, considered the effect of a liability exculpatory clause in a residential tenancy agreement in a slip and fall action.

The plaintiff, Terry Lewis (the "Plaintiff") alleged that on February 20, 2019, she fell in the parking lot of her apartment residence, causing injury. It was alleged that the fall occurred due to an accumulation of ice that was concealed by snow. As a result, she commenced an action seeking damages. Named as defendants to the claim were the property landlords 3414493 Canada Inc., Accomplish Investments Limited, and Canadian Apartment Properties Real Estate Investment Trust (the "Defendants"); along with the winter maintenance contractor hired by the Defendants, Zegas Group Ltd.; and the winter maintenance subcontractor 217572 Ontario Inc. o/a Emerald Horizons.

The Plaintiff alleged in her Statement of Claim that her slip and fall was caused by, or contributed to by, the negligence of the Defendants. The Defendants filed a Statement of Defence and Crossclaim in response, which in part at paragraph 16, plead reliance on an exculpatory provision, or a waiver, in the Residential Tenancy Agreement signed by the Plaintiff. In response to the Statement of Defence and Crossclaim, the Plaintiff filed a Reply contesting the applicability and validity of the exculpatory clause.

Two motions were before the Court. First, the Plaintiff filed a motion seeking a determination of whether the Defendants could rely on the exculpatory provision. A reply motion was filed by the Defendants seeking to strike six paragraphs in the Plaintiff's Reply to the Statement of Defence and Crossclaim, which sought to address the exculpatory provision.

The Residential Tenancy Agreement, executed by the Plaintiff on May 4, 2016, contained the following provision:

> 24. Liability: Landlord shall not in any event whatsoever be liable in any way for:
>
> (i) Any personal injury or death that may be suffered or sustained by the Tenant, an Occupant, or any member of the Tenants' family, his agents, guests or invitees, or any other person who may be upon the Rented Premises or the residential complex; or [...]

Justice Perell, in considering the motion, and with reference to the prior decisions in *Taylor v. Allen*, 2010 ONCA 596; *Montgomery v. Van*, 2009 ONCA 808; *Caldwell v. Valiant Property Management* (1997), 33 O.R. (3d) 187 (Gen. Div.); *Phillips v. Dis-Management* (1995), 24 O.R. (3d) 435 (Gen. Div.); *Fleischman v. Grossman Holdings Ltd.* (1976), 16 O.R. (2d) 746 (C.A.); and *Cunningham v. Moore*, [1973] 1 O.R. 357 (H.C.J.); found that:

> "The Defendants… are the Landlords and notwithstanding their arguments to the contrary, the law is long established that landlords cannot escape by waiver, disclaimer, or exculpatory provision in the residential lease their statutory duties to maintain the repair and safety of their residential premises."

The Court noted that under Section 3 (1) of the *Residential Tenancies Act*, 2006, it is stipulated that the Act applies to all residential complexes, despite any other Act, and despite any agreement or waiver to the contrary. Pursuant to section 20 (1) of the *Residential Tenancies Act* "a landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards". Additionally, section 26 (1) of Ont. Reg. 517/06 (Maintenance Standards) enacted pursuant to the *Residential Tenancies Act*, 2006, requires that a Landlord maintain exterior common areas in a condition suitable for their intended use, and free of hazards, pursuant to which unsafe accumulations of ice and snow were to be removed. Finally, the Court referred to sections 8 and 9 (1) of the *Occupiers' Liability Act*, R.S.O. 1990, C.0.2, which confirms that landlords are subject to the same statutory obligations as an occupier of a premise is under section 3 of the *Occupiers' Liability Act*.

Of note, the Court did consider the defence raised by the Defendants that the act of them hiring a maintenance contractor did not result in them contracting out of their obligations to maintain their duty to maintain the premises under both the *Residential Tenancies Act* and the *Occupiers' Liability Act*, and therefore paragraph 24 of the lease may be operative. The Court found that the argument was not logical in that the impugned and unlawful paragraph in their Statement of Defence had nothing to do with how the Landlord may arrange to carry out their statutory obligations by hiring others to perform maintenance.

Paragraph 16 of the Defendants' Statement of Defence and Crossclaim was, therefore, struck out. Consequently, as that paragraph was struck, the Plaintiff's Reply pleading became unnecessary and moot, and it too, was struck.

4. *Henriquez-Nunez v. Frescho Ltd. et al., 2022 ONSC 3056*

The Court, in *Henriquez-Nunez v. Frescho Ltd., et al.*, 2022 ONSC 3056, considered what it deemed to be two "trite" principles in commencing an action, in the context of a claim brought pursuant to obligations arising out of the *Occupiers' Liability Act*. First, that suing the right defendant, within the time limit, is an important task which falls upon a plaintiff's lawyer. And second, that not suing parties who have nothing to do with a case, or when their non-involvement ought to be obvious – releasing such parties at the earliest opportunity, is an equally important task. The motion considered by the Court arose out of both truisms.

The loss arose as a result of an April 15, 2018, slip and fall in a shopping plaza parking lot.

Following the slip and fall, in October 2018, plaintiff counsel sent notice letters to two entities – Freshco Ltd. ("Freshco"), and Crombie REIT, who counsel had identified as being the alleged occupier and owner of the property where the loss occurred.

On February 4, 2019, Freshco's adjuster advised plaintiff counsel of the identity of the maintenance contractor – Wynn's Property Maintenance ("Wynn's). The adjuster for Wynn's was copied on the February 4, 2019, communication, and there was ongoing written communications between plaintiff counsel and Wynn's adjuster during the summer of 2019. Notably, on July 18, 2019, Wynn's adjuster advised plaintiff counsel that they had conducted their own investigation and determined that Wynn's was not liable for the plaintiff's injuries. Following the July 18, 2019, exchange, on August 1, 2019, plaintiff counsel requested that Wynn's adjuster provide him with a copy of their winter maintenance contract, or in the alternative to preserve a copy, as they intended to name Wynn's "as a Defendant in a claim". Wynn's did not reply to the August 1, 2019, communication.

The plaintiff ultimately filed a Statement of Claim with the court on May 11, 2020. Named as defendants to the original Statement of Claim were Frescho Ltd., Sobeys Inc., Empire Company Limited, and Crombie REIT. Wynn's was not named as a defendant.

Following the issuance of the original action, on May 26, 2020, counsel for Freshco provided plaintiff counsel with a copy of the maintenance contract with Wynn's, and advised counsel that Wynn's, along with 1519958 Ontario Ltd. ("1519958") and Knightstone Capital Management Inc. ("Knightstone"), were "three further target defendants" that plaintiff counsel should be "suing on (his) client's behalf".

On February 11, 2021, a Notice of Motion (but no motion record), was served on Wynn's, 1519958, and Knightstone, seeking, amongst other things, an Order granting leave to add the trio as defendants to the claim.

Wynn's opposed the motion on the basis that the plaintiff was out of time to add a new defendant to the action.

Mid-course, the plaintiff abandoned his motion to name 1519958 and Knightstone to the action. Both 1519958 and Knightstone attended on the motion for the purpose of seeking costs on the basis that they were wrongly proposed as new defendants and had incurred costs in preparing responding motion materials prior to the plaintiff abandoning his motion as against them.

In an affidavit filed in support of the relief sought, plaintiff counsel attempted to address why Wynn's was not named as a defendant to the action from the outset. Counsel suggested that:

a) It was not reasonable for the plaintiff to contemplate litigation against Wynn's based on the email communications that it had received, and without the benefit of the maintenance contract;

b) While reasonable efforts were made to receive the maintenance contract it was not produced until May 26, 2020;

c) The plaintiff only became aware that Wynn's was the maintenance contractor at the time of the loss with the delivery of the maintenance contract; and

d) In the alternative, the earliest date that the plaintiff would have been aware of any potential liability of Wynn's was on July 18, 2019, when Wynn's adjuster revealed the existence of the maintenance contract.

On the basis that the claim against Wynn's was only discovered on either of July 18, 2019, or May 26, 2020, it was submitted by the plaintiff that the limitation period to name Wynn's as a defendant to the action had not expired at the time of the service of the within motion materials on February 11, 2021.

In determining the plaintiff's motion for leave to name Wynn's as a defendant to the claim, the Court considered the issue of discoverability, and the "push-pull" tension between sub-rules 5.04 (1) & (2) and Rule 26.01 of the *Rules of Civil Procedure*; and sections 4, 5, and 21 (1) of the *Limitations Act*, 2002.

In considering the issues of discoverability, the Court made the following findings:

1. It is not appropriate to let an unsophisticated client try to identify or discern who the potential defendants are arising out of a slip and fall accident. This is counsel's task.

2. It is equally inappropriate to solely rely on other counsel opposite in interest, with their own agenda, to identify potential targets for the plaintiff.

3. It remains the responsibility of counsel for the plaintiff in an action to take such necessary steps to identify proper defendant parties.

4. While in appropriate cases the Court has the power to allow for corrections for misnomer, and the ability to add parties based on discoverability, the proper inquiry in each case will be context specific.

5. The ultimate question for the Court is whether it is "plain and obvious" that the limitation period expired, which will be determined on a "contextual and fact-specific determination" on the basis of all the evidence before the Court.

Turning to the evidence, the Court found that neither when the accident occurred, nor as of October 12, 2018, was the claim discoverable against Wynn's. The Court specifically noted that there was no evidence before it that, for example, signage was posted on the mall property that identified who snow removal operations were conducted by. There was, however, "much to be said for the argument that plaintiff's counsel should have been aware that there likely was a snow or maintenance contractor for such a mall", and that such an assumption would be a "matter of common sense".

Based on the evidence before it, the Court found that prior to hearing from Freshco's adjuster in February 2019, "there was seemingly no reasonable way for counsel for the plaintiff to ascertain, or to discover, specifically who that contractor might be". While plaintiff counsel should have "been alive to the notion that there likely was such a contractor", without specifically knowing who that contractor could be, and "with no clear (or even murky) way of discovering that important fact", the plaintiff was unable discover the existence of Wynn's.

The Court then considered other possible dates on which plaintiff counsel could have discovered the existence of Wynn's as a potential defendant. Those dates were as follows:

- February 4, 2019 – the date that the email from Freschco to plaintiff counsel identified Wynn's. The Court found that, as of this date, plaintiff counsel was aware not only of the existence of a contractor but was also aware of the specific identity of the contractor against who the plaintiff likely had a claim.

- July 18, 2019 – the date that Wynn's adjuster advised plaintiff counsel that they denied liability, noting that a denial of liability by a potential defendant does not negate the responsibility of counsel to name it as a defendant to an action.

- May 26, 2020 – the date that the maintenance contract was received, while noting that while the specifics of the contract may have made the claim against Wynn's more "viable, stronger, of better", in this case, discoverability did not hinge on its production.

The Court found that the claim as against Wynn's was first discoverable on February 4, 2019. With February 4, 2019, identified as the "trigger" date, pursuant to the ordinary law of limitations, the plaintiff's motion should have been served by February 4, 2021. It was not, however, served until February 11, 2021, with an effective date of service of February 18, 2021. Fortuitously for the plaintiff, limitation periods were suspended as of March 16, 2020, thereby extending the applicable limitation period in this action to August 4, 2021. Thus, the pleading was permitted to be amended.

Turning to the issue of costs sought by 1519958, and Knightstone, the Court was advised that both entities made plaintiff counsel aware that they were not the owners of the property at the time of the loss, on March 1, 2021, mere days after receiving the plaintiff's Notice of Motion. Plaintiff counsel was also put on notice at that time that should he fail to confirm that he would not proceed against these parties, costs would be sought. Only after 1519958, and Knightstone served responding motion records, did plaintiff counsel agree to not proceed with the motion as against them. The Court, in determining the costs issue, warned that "not suing the wrong parties, or releasing them quickly when that occurs" exposes counsel to cost awards pursuant to Rule 37.09(3) of the *Rules of Civil Procedure*. This case was no different, and costs were ordered as against the plaintiff.

5. *Sierakowski v. Grand*, 2022 ONSC 3150

In *Sierakowski v. Grand*, 2022 ONSC 3150, the plaintiff sought an Order for Judgment against the defendants, who had been noted in default, although properly served.

The cause of action arose out of a December 24, 2019, slip and fall on ice located on the exterior of premises owned by the Defendants, where upon the plaintiff rented a room. The plaintiff was not responsible for any outdoor maintenance. As a result of the fall, the plaintiff fractured his right hip, which required surgical intervention.

Post-surgery, the plaintiff attended for a course of physiotherapy, and was followed by treating physicians. It was noted that his recovery experienced some setbacks due to the plaintiff's use of illicit narcotics.

As a result of the injury, the plaintiff made complaints of on-going hip pain. He walked with a limp and used a cane to ambulate. His sleep was disturbed; and his ability to walk long distances and to sit and stand for long periods of time, was limited. The plaintiff complained of some depression but had not received any formal treatment.

No income loss claim was advanced, as the plaintiff had been in receipt of ODSP since 2014 due to chronic obstructive pulmonary disease.

The Court was tasked with determining the plaintiff's damage award. The plaintiff requested general damages in the amount of $100,000. He was awarded $80,000 by the Court. The plaintiff's requests for $10,000 in future care costs, and $15,519.75 towards the subrogated claim of OHIP were awarded, in addition to costs and disbursements.

Q2 Occupiers' Risk Management Tip

Any successful defence to an Occupiers' Liability claim arising out of a slip and fall or trip and fall incident, begins with the creation of maintenance and inspection policies and procedures.

At a minimum, a maintenance and inspection policy should be reduced to a written form, and should set out (a) the purpose of the policy; (b) the effective date (or revision date); (c) the maintenance and inspection activities to be carried out, where they are to be carried out, and the frequency of same; (d) the identity of those parties responsible for carrying out both maintenance and inspection activities; (e) the method of documenting by who, when, and what was carried out (optimally in a standardized form appended to the policy); and (f) prescribed methods for responding to hazards (i.e. the use of warning signage or notices, cordoning off areas, and a means of documenting when such methods are employed).

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Jennifer is a member of the firm's Insurance Group and is based in Alexander Holburn's Toronto Office. She defends matters relating to complex personal injury, occupier's liability, CGL claims, municipal liability, professional negligence, D&O claims, product liability and recall, property claims, and subrogated claims. Jennifer also handles coverage disputes, and fraudulent claims. She works for insurers, and private clients alike. Jennifer is committed to working with her clients in a collaborative approach to develop a litigation strategy that is mindful of their goals, and needs, as an organization. She is client focused and customer service driven, and is dedicated to understanding her clients' business objectives, in an aim to not only deliver high quality work, but also an exceptional client experience. Jennifer has completed a certificate in Risk Management holds a Canadian Risk Management Designation. As a value-added service to her clients, she can provide advice on risk mitigation and financing, and strategies to reduce claims.

ABOUT ALEXANDER HOLBURN BEAUDIN + LANG LLP

Alexander Holburn is a leading full-service, Canadian law firm with offices in Vancouver, British Columbia and Toronto, Ontario. We have operated in British Columbia for nearly 50 years and opened our Ontario office in 2019. With nearly 100 lawyers, we provide a full spectrum of litigation, insurance, business, and personal law services for clients based in Canada, the United States, and Europe.

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