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E-NEWSLETTER

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1. *T.C.O. Agromart Ltd.* v. *Sutton Farms (Nacona) Ltd.*, 2026 ONCA 371

The Underlying Action

In the underlying action, *T.C.O. Agromart Ltd*. v. *Sutton Farms (Nacona) Ltd*., 2025 ONSC 1996, the Court considered the liability of an occupier for damage caused to a crop sprayer (the "Sprayer"). At the material time, the Sprayer was being driven across a private bridge (the "Bridge") on land owned by Sutton Farms (Naconca) Ltd. ("Sutton Farms"). As the Sprayer crossed over the Bridge, it fell off, landing in the Napanee River. T.C.O. asserted that the cause of the loss was the improper design and construction of the Bridge. It further asserted that the Bridge was in a state of disrepair and that Sutton Farms failed to warn of construction features of the Bridge, including an unsupported overhang that spanned 3' on either side of the Bridge. In response, Sutton Farms blamed driver error.

The trial Judge accepted that Sutton Farms owed a duty under the *Occupiers' Liability Act* (the "*OLA*") but found that the accident was primarily caused by the driver of the Sprayer drifting to the right so that the Sprayer's tire moved onto the unsupported overhang. On the issue of a duty to warn, the trial Judge found that a sign warning the driver of the risk of failing to stay in the centre of the Bridge would not have prevented the accident since the driver in this case already knew he had to keep the Sprayer centred. Therefore, a warning was not required by s. 3 of the *OLA*. Although the unsupported overhang was a factual cause of the collapse, the trial Judge held that it was not reasonably foreseeable that an experienced operator familiar with the Bridge would veer off the supported beams. On the basis of the finding that the factual and legal causes of the accident were not related to the design, maintenance, or upkeep of the Bridge, and that Sutton Farms did not breach the standard of care owed pursuant to s. 3(1) of the *OLA*, the trial Judge dismissed the claim of T.C.O.

The Appeal

On appeal, T.C.O. alleged that the trial Judge erred in concluding that Sutton Farms' failure to warn the driver of a hidden danger posed by the structural weakness in the Bridge was not a proximate cause of the accident; and further that the trial Judge erred in concluding that the failure did not breach Sutton Farms' statutory duty to ensure that their premises were reasonably safe under s. 3(1) of the *OLA.* The Court of Appeal allowed the appeal, set aside the Judgment, and ordered damages in favour of T.C.O. as had been assessed by the trial Judge.

The Court's Analysis

To begin its analysis, the Court of Appeal reminds us that the duty of care applicable to occupiers does not require an occupier to guard against every possible accident that might occur, nor does it require perfection or unrealistic or impractical precautions against unknown risks. Moreover, the applicable standard of care is one of reasonableness in the circumstance. Accordingly, there is no duty on occupiers to warn of obvious and self-evident dangers. However, a trier of fact should consider the absence of warnings when determining whether an occupier has met the standard of care under s. 3(1) of the *OLA*, if the particular circumstances of the case before the court so warrant.

The Lack of Findings on the Standard of Care and Defining the Duty to Warn

The Court of Appeal found that the trial Judge made a reviewable error in the manner in which she first defined the scope of the duty of care in the circumstances of this case, and then in concluding there was no such duty. The trial Judge then applied that erroneous definition to her causation analysis which led her to conclude that she did not need to make findings with respect to the other elements relevant to a claim of negligence and breach of s. 3(1) of the *OLA.*

Moreover, the Court of Appeal found that the trial Judge committed a legal error by conflating causation with the standard of care and thereafter effectively failed to perform a standard of care analysis. Once the trial Judge had made the decision that the presence of signage would not have prevented the accident, she then determined that signage was not required to meet the standard of care, and therefore, there was no breach of that standard. That analysis, according to the Court of Appeal, was an error.

In the case at hand, the Court of Appeal stated that the focus of the standard of care analysis must be on the conduct of the Bridge owner and what duty they owe to *all* users of the Bridge. A lack of causation in one particular case does not mean there was no breach of the standard of care.

The relevant question to be determined in this case was whether - in order to make the premises reasonably safe for T.C.O. in these circumstances - Sutton Farms had a duty to warn of the unsupported overhang of the bridge. In the view of the Court, the answer to that question was yes. The inherent danger of the Bridge was not plain and obvious. The danger was hidden; and therefore, an appropriate duty to warn arose. While the operator of the Sprayer admitted at trial that it was a matter of common sense that the Sprayer should be driven down the centre of the Bridge, the Court found that without adequate warning, T.C.O. lacked the requisite knowledge to make an informed decision about whether to accept the risks of crossing the Bridge with the Sprayer given that the outer three feet on either side of the Bridge were not supported. On the foregoing basis, Sutton Farms was in breach of its duty under s. 3(1) of the *OLA* to keep its premises reasonably safe.

The Causation Analysis

Additionally, the Court of Appeal found that the trial Judge erred in her application of the erroneously defined duty to warn to find that the breach of that duty was not a factual or legal cause of the injury.

a. Factual Causation

In the case at hand, the trial Judge concluded that the absence of warnings was not a factual cause of the accident because a sign warning the driver of the risk of failing to stay in the centre of the Bridge would not have prevented the accident as the driver already knew he had to stay in the centre of the Bridge. The Court of Appeal found that this conclusion becomes incorrect when the duty to warn is properly considered as including a warning that the outer three feet on either side of the Bridge were completely unsupported. That information would have impacted the driver's decision to cross the Bridge with the Sprayer in the manner that he did.

b. Legal Causation

In determining whether the breach of the duty to warn of the hidden danger was a legal cause of the accident, the trial Judge correctly noted that a defendant will not be found liable for damages that were caused by their actions if those damages were not reasonably foreseeable. The trial Judge concluded that the loss was not reasonably foreseeable on the basis that a person in Sutton Farms' circumstances would not reasonably foresee that a driver would inadvertently veer off centre and onto the overhang of the Bridge. She reasoned that while such an occurrence was always possible, it had never happened in nearly forty five years of use of the Bridge. She then concluded that the lack of supports under the overhang was not the legal cause of the accident. In so concluding, the Court of Appeal found that the trial judge committed a palpable and overriding error.

The Court of Appeal considered the evidence at trial of Sutton Farms' owners, who advised that they were aware of the unsupported overhang and had made the decision to use an alternate Bridge when transporting "wide" equipment. Moreover, it considered that the trial Judge based her findings on foreseeability not on the driver's particular background and skill as an employee, but based on the evidence that he knew he had to stay centred on the bridge due to "common sense". The Court of Appeal found that even if experienced drivers knew as a matter of common sense that they had to keep their vehicles centred on the Bridge, it was nonetheless foreseeable that one driving heavy farm equipment might veer slightly to the left or the right onto the unsupported overhang, risking an accident such as the one that occurred here. The fact that there had been no such previous incidents on the Bridge did not negate the foreseeability of the risk, nor Sutton Farms' duty of care to take precautions against such harm.

Negligence and Section 3 of the *OLA*

Based on the foregoing, the Court of Appeal found that Sutton Farms was liable for breach of section 3 of the *OLA* on the basis that of (a) the duty of care owed by it as an owner and occupier of the land; (b) its breach of that duty of care through the failure to adequately warn of the hidden danger in the form of the unsupported overhangs of the bridge; (c) the breach was a factual cause of the accident; (d) the breach was also a legal cause of the accident (i.e., it was reasonably foreseeable); and (e) the fact that injury was sustained as a result.

Judgement

The Court allowed the appeal, set aside the judgment, and awarded damages in favour of T.C.O. in the amount assessed by the trial judge of $423,016.15 together with the costs of the appeal.

2. *Diep* v. *Mac's Convenience Stores Inc.*, 2026 ONCA 424

Background

In December 2017, the respondent, Chi Khai Diep ("Diep"), suffered injuries when he slipped and fell on ice or snow while reaching for the door handle of his vehicle, which he had parked in a convenience store parking lot in Markham (the "Parking Lot"). Diep applied to his automobile insurer, Wawanesa Mutual Insurance Company, for statutory accident benefits ("SABs"). Wawanesa denied his claim, however, the Licence Appeal Tribunal ("LAT") subsequently found that Diep had been involved in an "accident" as defined in the *Statutory Accident Benefits Schedule* (the "SABs Schedule") on the basis that the act of entering a vehicle is an ordinary use of a vehicle and that there was no intervening act. Diep was therefore entitled to SABs from Wawanesa.

In December 2019, Diep sued the appellants, claiming that 2117240 Ontario Ltd. owned the Parking Lot and that Vitor Cordeiro, operating as Custom Snowplowing and Maintenance provided winter maintenance for the Parking Lot. Diep claimed that the appellants were negligent for failing to properly maintain the Parking Lot and for liability under the *Occupiers Liability Act.* Diep also advanced a claim in his action for all amounts for which the Ontario Health Insurance Plan ("OHIP") had a subrogated interest.

In November 2024, the appellants each brought a motion under rule 21.01(1)(a) of the *Rules of Civil Procedure* seeking determinations that: i) under s. 267.8 of the *Insurance Act*, any damages awarded against them must be reduced by the SABs Diep received, and ii) s. 30(5) of the *Health Insurance Act* (the "HIA") precludes OHIP's rights of subrogation.

The motion Judge did not grant the orders the appellants requested, but instead determined that any damages awarded against the appellants should *not* be reduced by SABs received by Diep because his claim against them was "not an action for loss or damage from bodily injury arising directly or indirectly from the use or operation of an automobile under s. 267.8 of the *Insurance Act".* The motion Judge also determined that OHIP's subrogated claims under s. 30(1) of the HIA were not precluded by s. 30(5) because the loss that OHIP claimed did "not arise directly or indirectly from the use or operation of an automobile". In the alternative, she found that neither of the appellants were insured under "a motor vehicle liability policy issued in Ontario" as required under s. 30(5).

The appellants appealed the decision of the motion Judge.

The Decision of The Court of Appeal

The Court of Appeal upheld the decision of the motion Judge. In doing so, it found as follows:

1. Section 267.8 of the *Insurance Act* ("Section 267.8") – which codifies the common law principle that a plaintiff should not recover twice for the same kind of loss arising from the same incident in any related tort litigation – did not apply in this case.

2. Section 267.8 precludes double recovery where the damage or loss claimed in the case arose "directly or indirectly from the use or operation of an automobile".

3. Section 267.8 did not apply in the case at hand as Diep's action against the appellants could not be properly characterized as arising from the use or operation of an automobile. The dominant cause as pleaded in the action - and as responded to - was the failure of the occupier(s) to remove ice and snow from the Parking Lot, and all of the damage claimed was attributable to a cause of action that was substantively distinct from the use or operation of a vehicle.

3. *Weiler* v. *City of London,* 2026 ONSC 2011

On March 11, 2021, the plaintiff Fay Weiler (the "Plaintiff"), tripped and fell on a City-owned residential sidewalk, resulting in injury. She alleged that the fall was caused by a trip over the raised edge of the sidewalk (the "Fall"). There was no dispute before the Court that the City of London (the "City") was responsible for the sidewalk and its maintenance in accordance with the with the duties and standards established by the *Municipal Act, 2001,* S.O. 2001, c. 25 (the "*Municipal Act*"). There was also no dispute that the City did not inspect the sidewalk in accordance with those standards in the year before the Plaintiff's fall.

The issues before the Court where (a) the size of the surface discontinuity that caused the Fall; and (2) whether the City's decision to not inspect the sidewalk constituted a defence to the claim.

The Applicable Maintenance Standards

The City affirmed its obligation to keep the sidewalk in a reasonable state of repair in accordance with the maintenance standards set out in the *Municipal Act.* Pursuant to the standards, the City was required to inspect sidewalks for surface discontinuities at least once per calendar year. At that inspection frequency, a sidewalk is deemed to be in a state of repair, provided the City did not acquire actual knowledge of a surface discontinuity exceeding two centimetres. A sidewalk with a surface discontinuity less than or equal to two centimetres is deemed to be in a state of repair. If a surface discontinuity exceeds two centimetres, the City is to treat the defect with warnings, protective measures and/or repairs within 14 days after it learns of the defect.

The Subject Discontinuity

Both parties photographed and measured the subject surface discontinuity. While there was agreement between the parties that they each accurately identified the area of the Plaintiff's Fall, they disagreed on the size of the discontinuity. The Plaintiff submitted that the size of the surface discontinuity exceeded the repair threshold, whereas the City contended that the Plaintiff had not established that the surface discontinuity exceeded two centimetres and therefore could not prove on a balance of probabilities that the sidewalk was not in a reasonable state of repair.

Of note, expert evidence was presented by both parties. The Plaintiff's expert took the position that the discontinuity was, by conservative estimate, approximately two centimetres. The defence expert opined that the discontinuity measured 1.6 centimetres.

The City's Position that it is Immune from Liability

Alternatively, the City argued that if the discontinuity exceeded two centimetres, the City was immune from liability as it had no knowledge of the defect due to its policy decision, made in good faith, to not inspect its sidewalks during the Covid-19 pandemic.

The City argued that as a result of declaring a local state of emergency, approximately 1,100 City employees had been placed on emergency leave, thereby prohibiting it from inspecting all of its 1,500 kms of sidewalks in the 2020 season.

The Finding of the Court

The Court ultimately dismissed the Plaintiff's action on the basis that she had not established, on a balance of probabilities, that the City failed to keep the sidewalk in a reasonable state of repair.

The Plaintiff failed to establish that the defect was greater than the regulation threshold of two centimetres. The Plaintiff's evidence that the discontinuity measured approximately two centimetres fell short of the MMS standard for the measurement to be "in excess" of two centimetres. Based on the Court's review of the evidence, it found that the discontinuity measured between 1.2 and 1.7 centimetres, and that in the area of the Fall, it was approximately 1.6 centimetres.

Nonetheless, the Court went on to conclude that the failure of the City to inspect the sidewalk was a core policy decision for which the City is immune from liability. The state of emergency enacted in the year prior to the Fall due to the Covid-19 pandemic required the City to take urgent steps to reduce services and personnel due to evolving health and financial factors. There was no evidence put before the Court that this was an "irrational decision or made in bad faith". Based on the unique circumstances of the state of emergency, the City did not know and could not reasonably have been expected to know about the state of repair of the sidewalk.

The action was dismissed.

4. *Kolsen* v. *Town of New Tecumseth et al*, 2026 ONSC 2729

The plaintiff, Mark Kolsen (the "Plaintiff') was an experienced recreational slow-pitch player who participated in the Tottenham Oldtimers Slo-Pitch League. As a requirement for participation in the league, the Plaintiff was required to sign an annual electronic waiver. Of note, the 2019 waiver signed by the Plaintiff related to "tournaments".

On May 6, 2019, the Plaintiff took part in the first game of the regular season, which was played at Keogh Park in the Town of New Tecumseth (the "Town"). The Town was responsible for the upkeep of the field, which included lighting.

During the first play of the game, a routine throw to first base struck the Plaintiff in the eye. The Plaintiff maintained that he never took his eye off the ball. As the ball was coming towards him, he described seeing a "flash" of light from the field lights, as a result of which, he lost sight of the ball. His eye was then struck by the baseball. While evidence was tendered by other witnesses to the loss that a ball could be "lost" in the field lighting, no one present on the field observed a "bright white flash".

The Waiver

In considering liability for the Plaintiff's injuries, the Court first considered the effect of the waiver.

It was the Plaintiff's position that:

1. The waiver did not absolve the defendants of liability largely because the waiver signed by the Plaintiff only applied to "tournaments", and the game in which the Plaintiff was injured was a "league" game;

2. The waiver did not purport to waive the statutory duty of care provided for in the *Occupiers' Liability Act* (the "*OLA*"); and

3. The waiver did not refer to the Town and as such the waiver did not provide protection to the Town for any liability it might have to the Plaintiff.

Conversely, the defendants argued that the waiver was a complete defence to all of the Plaintiff's claims.

In conducting its analysis, the Court noted that there are fundamental principles that must be applied before it can be said that a waiver excludes liability. The principles included that (1) the onus is on the defence to prove that the waiver applies to exclude the claims of the Plaintiff; (2) if a Court does find an ambiguity in a release or waiver, it is not the role of the Court to fix that ambiguity in an effort to exclude liability in favour of the party which drafted the waiver; and (3) the clearest of language is required if a party wants to absolve themselves for their own negligence.

The Court found that the waiver, as strictly construed, covered an exclusion of liability for "tournaments". The game that was played on May 6, 2019 was the start of "League" play. The waiver could not be re-written in a manner consistent with the defendant's view that it should have applied to "league" play.

In the case at hand, the Court noted that the waiver also made no mention of any statutory duty of care reflected in the *OLA.* The waiver failed to exclude liability imposed by statute.

The waiver did not provide the defendants with the defence they sought to assert.

The Interplay between the Occupiers' Liability Act and the Voluntary Assumption of Risk

The standard of care under the *OLA* requires an occupier to protect others from an objectively unreasonable risk of harm. An occupier must be seen to have taken reasonable care in all the circumstances to see that someone entering onto the premises of the occupier is reasonably safe while using the premises. In the case at hand, section 3 of the *OLA* was applicable to the Plaintiff's claim.

In order to establish a breach of the duty under the *OLA*, the onus was on the Plaintiff to prove that (1) the defendants were occupiers of the property where the injury suffered occurred; (2) the defendants breached the duty of care owed to him; (3) the breach caused the injury sustained; and (4) an injury was suffered.

There was no dispute as to the fact that the Town was the owner and occupier of the baseball field, nor was their any dispute that it was responsible for maintenance of the field, including lighting.

In carrying out its analysis, the Court found that, fundamentally, the Town did not have a legal liability to guarantee the safety of baseball players playing under the lights from all conceivable dangers. The Town was not automatically liable simply because the Plaintiff was at Keogh Park when he sustained his injuries.

Further to the evidence of the Town Supervisor of Parks, the Court was advised that the field lighting had not been adjusted in 2019 prior to the game. This was as a result of snow and ice brought on by winter conditions, and the need to wait for the ground to firm up prior to heavy equipment being brought upon the property to access the lighting. The essence of the Plaintiff's claim under the *OLA* is that the Town should not have released the baseball field for play on May 6, 2019 until the lights had been aligned.

The Plaintiff did not call any evidence on the standard of care as it relates to lighting. The Town did present expert evidence on the issue of the lighting. The Town's expert provided evidence, in part, that the applicable industry standards found in the IES Lighting Guide (*notably published in 2020 – after the loss) recognized that baseballs may be lost from sight if they travel into the path of a light and that this cannot be eliminated even with the proper placement of light poles and with the recommended horizontal illuminance of the baseball field. The expert further advised that the placement of the offending light pole in left field was generally in conformity with the recommendations set forth in the Guide.

The evidence of the defence expert was the only expert evidence on the standard of care regarding the lighting at the baseball field before the Court, and it was noted to be particularly significant that counsel for the Plaintiff did not object to the use of the Guide.

The Town, as the occupier and owner of the baseball field, had a duty to take such care as in all the circumstances of the case was reasonable to see that persons like the Plaintiff who entered onto the playing field were reasonably safe while on the playing field. The Town was not under a form of strict liability. The Town was not an insurer. The standard of care imposed on the Town was one of reasonableness where the circumstances warrant it to take positive action.

The Court noted that the circumstances of this case had to take into account the impact of a Canadian winter on the alignment of the lights and the time of the year when the field was released for League play. While the Town might have known the lights could be out of alignment due to winter conditions, it was not unreasonable for the Town to defer alignment until the field firmed up thus allowing heavy equipment to access the lights.

The Town had met its obligations under section 3 of the *Act*.

Did the Plaintiff Willingly Assume the Risk of Injury?

In the event that the Court was wrong in its conclusion that the Town was not liable to the Plaintiff pursuant to section 3(1) of the *OLA,* it went on to consider the application of section 4 (1) which provides that the duty of care provided for in section 3 (1) does not apply in respect of risks willingly assumed. This analysis required the court to consider what risks the Plaintiff knew of before he took to the field and whether he "willingly assumed" those risks.

While the waiver did not apply to exclude liability in this case, the Court noted that a careful reading of the waiver made it very clear to the reader that playing slow pitch baseball brought with it a significant risk of injury, or even death. The Plaintiff, in his own evidence, accepted that there was always a risk of being hit by a baseball that might be lost in the lights.

Making reference to the legal application of a defence based on *volenti* as was addressed by the Supreme Court in *Crocker v. Sundance Northwest Resorts Ltd.,* 1988 CanLII 45 (SCC), [1988] 1 SCR 1186, the Court noted that in determining whether the defence of *volenti* is available on the facts of this case, the Court must be satisfied that the Plaintiff a) knew of the risk he could lose sight of a baseball thrown towards him because baseballs are known to get lost in the lights; and, b) that he freely accepted this risk knowing that he could be injured.

On the evidence before the Court it was clear the Plaintiff knew there was a risk of injury playing the game. The Plaintiff had seen other players injured, he had seen players lose the ball in the lights, and he himself had lost the ball in the lights on prior occasions. The Court found, beyond any doubt, that the Plaintiff knew, not only from the language of the waiver but perhaps more importantly because he had played the game for many years, that playing baseball is not without risk. It is a risk that the Plaintiff and every other Canadian playing baseball accepted; *i.e.* the risk of being hit by a baseball that might become lost in the lights.

On the foregoing basis, the Plaintiff willingly accepted the risk, and section 4 (1) of the *Act* provided a defence to any claim under the OLA

The Plaintiff's claims were dismissed.

5. *Crews* v. *Tres Hermanas Inc.*, 2026 ONSC 2870

The plaintiff, Renate Crews (the "Plaintiff"), filed a Statement of Claim against the Defendant Tres Hermanas Inc. in respect of a personal injury she alleges occurred June 8, 2019, at a property owned by the Defendant. The Plaintiff allegedly fell on a step of a newly installed deck that had not yet been secured to the deck, causing her to land on her wrist (the "Fall").

On May 11, 2026, the Plaintiff brought a motion to strike the Defendant's pleadings. The motion was granted. The result was a noting of the Defendant in default as per Rule 19.02. Liability in the case was therefore deemed to have been proven in accordance with the Plaintiff's Statement of Claim. The Plaintiff appeared before the Court to prove her damages.

Injuries Sustained

As a result of the Fall, the Plaintiff attended at hospital where she underwent x-rays of her right wrist. The Plaintiff suffered an unspecified fracture, and her wrist was placed on a cast. Two months post-accident she was diagnosed with symptoms of Complex Regional Pain Syndrome.

The judgment refers to the Plaintiff undergoing "corrective surgery" to the wrist in 2023 which saw a piece of bone removed from her hip and placed into the wrist. The judgement does not, however, provide details of her initial surgery. The Plaintiff advised the Court that the corrective surgery improved the wrist.

The Current State of her Injuries

The Plaintiff testified at trial that her dominant hand is her right hand but that she had been unable to use it in the same way since the injury. She described the long term effects of the injury as her right hand being red and swollen, and that as a result of movement it stiffens up. She described intermittent pain in the wrist with use or overuse. When the wrist "acts up", it becomes red. At times, she would take a narcotic painkiller to address the pain.

The wrist injury reportedly interfered with the Plaintiff's ability to sleep, perform household duties, and to perform aspects of her personal care. For a few months post-accident she required assistance with outdoor maintenance (*it was noted that the Plaintiff owned a 5 acre property).

The Plaintiff attended for 3 months of government funded OHIP which she found helpful. She noted an interest in continuing to attend for physiotherapy care, but testified that she was unable to afford private care.

The Plaintiff's Employment

Pre-accident, the Plaintiff earned income as a certified dog groomer. She operated her business from the garage on her property. She testified that in the years before her injury -2016-2019 - she earned approximately $8,000 per year from dog grooming. The Plaintiff returned to work in a restricted capacity post-accident – only grooming dogs for former clients on special occasions - due to difficulty handling clippers.

Liability for the Loss

The Court found that the Defendant was an occupier for purposes of section 3 (1) of the *Occupiers' Liability Act* R.S.O. 1990, c. O.2. The Court also found that, on a balance of probabilities, the Defendant failed in its duty to take all steps that were "reasonably necessary" to ensure that the Plaintiff was "reasonably safe" on its property by installing the subject step, or permitting the subject step to be installed, in such a manner that the step was not secured to the deck, thereby creating an entirely foreseeable risk of injury.

There was no finding of contribution on the Plaintiff's behalf. At the time of the Fall, the Plaintiff was not distracted in any way, was not holding anything, and did not have the option of utilizing handrails to prevent her from falling.

Damages

The Court awarded damages in the amount of $280,000 to the Plaintiff, which was comprised of general damages in the amount of $175,000; past loss of income in the amount of $56,000; future loss of income to age of 75 in the amount of $28,000; housekeeping assistance in the amount of $4,200; and future care costs in the amount of $16,800. Judgment in the amount of $14,594,84 was also awarded in payment of OHIP's subrogated claim.

6. *Bedoya* v. *TTC et al.*, 2026 ONSC 3549

Plaintiff counsel appeared before the Court on a motion for an approval of a settlement under Rule 7 of the *Rules of Civil Procedure,* further to an action that arose out of a slip and fall accident that occurred on February 1, 2019. At that time, the Plaintiff, Christopher Alexander Fernandez Bedoya (the "Plaintiff"), a person under a disability, was 21 years old.

The Loss Circumstances

The Plaintiff was injured while attempting to board a TTC bus. He slipped on an accumulation of ice and snow in the in the area where the bus had stopped to permit him to board, resulting in his body striking the bus. As a result, the Plaintiff sued the City of Toronto, the TTC, and the winter maintenance contractor.

Injuries Sustained

The Plaintiff suffered a hematoma and bruising to his shin, which required several medical attendances.

Settlement

The matter settled for $15,000, with $7,485.32 of the amount delegated to the Plaintiff's general damages.

Court Approval

Given the modest injuries sustained, namely a hematoma and bruising to the Plaintiff shin - which injury had since subsided - the Court found that the settlement amount was within the range of reasonable outcomes in the circumstances.

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ABOUT ALEXANDER HOLBURN BEAUDIN + LANG LLP

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