

CANADA / JUDGMENT

Ferrer v. 589557 B.C. Ltd.

2020 BCCA 83

COURT

British Columbia Court of Appeal

DECIDED

5 March 2020

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2020 BCCA 83 Ferrer v. 589557 B.C. Ltd.

COURT OF APPEAL FOR BRITISH COLUMBIA

Citation:

Ferrer v. 589557 B.C. Ltd.,

2020 BCCA 83

Date: 20200305

Docket: CA46156

Between:

Enrique Ferrer and Nelly Ferrer-Timmers

Appellants

(Plaintiffs)

And

589557 B.C. Ltd. doing business as Central Island Homepro Division

of 589557 B.C. Ltd. and Rudolph John Brulotte

Respondents

(Defendants/Third Parties)

Before:

The Honourable Mr. Justice Groberman

The Honourable Madam Justice MacKenzie

The Honourable Madam Justice Stromberg-Stein

On appeal from: An order of the Supreme Court of British Columbia, dated
May 30, 2019 (Ferrer v. Janik, 2019 BCSC 1004, Nanaimo Docket S75691).

Oral Reasons for Judgment

Counsel for the Appellants:

G.A. Hooper

Counsel for the Respondents:

N.L. Trevethan

E. LeDuc

Place and Date of Hearing:

Vancouver, British Columbia

March 5, 2020

Place and Date of Judgment:

Vancouver, British Columbia

March 5, 2020

Summary:

The plaintiffs engaged the defendants to perform an inspection of residential property they were purchasing. Their contract limited the inspectors' liability to \$551.25. A defect appeared in the residence a few weeks after the plaintiffs took possession and they sued the inspectors, among others. On a summary trial on the issue of whether the clause limiting liability was applicable and enforceable, the judge held for the inspectors. The plaintiffs appealed. Held: Appeal dismissed. Determination of an issue by way of summary trial is available where the case meets established criteria of suitability. It is not helpful to describe such cases as limited to those exhibiting "extraordinary, exceptional, or compelling reasons for severance". The judge made no error in finding that the liability limitation issue was suitable for summary trial. With respect to the applicability of the contractual limitation, the plaintiffs' suggestion that this might be a case involving "gross negligence" is untenable. Gross negligence must be pleaded. In this case, it was not, nor does it fairly arise on the allegations contained in the pleading. There is no public policy basis for refusing to apply the contractual clause limiting liability.

[1] GROBERMAN J.A.: This is an appeal from an order of a Supreme Court judge made on a summary trial under Rule 9-7 of the Supreme Court Civil Rules. The summary trial concerned only a single issue: whether a limitation of liability clause (the "Limitation Clause") in a home inspection contract was effective to limit the liability of the home inspection company and its inspector (the "Inspection Defendants") to the amount paid for the home inspection. The judge found that the Limitation Clause was effective, and declared

that the maximum amount for which the Inspection Defendants could be liable to the plaintiffs was \$551.25.

- [2] The plaintiffs appeal, contending that the judge erred in a number of respects. While they organize their arguments under somewhat different headings, I would characterize them as being that the judge erred by:
- a) embarking on a summary trial of a single issue in a situation where that was inappropriate;
 - b) finding that the Limitation Clause applied to the claim as pleaded; and
 - c) holding that the Limitation Clause was enforceable.
- [3] In my view, the chambers judge made no reversible error, and for reasons that follow, I would dismiss the appeal.

Background to the Litigation

- [4] On August 9, 2014, the plaintiffs entered into a contract to purchase residential property in Parksville. The purchase was subject to them obtaining and approving a home inspection report by August 22, 2014. With the assistance of their real estate agent, they engaged the Inspection Defendants to perform a home inspection. The written contract provided for a fee of \$525.00 for the inspection, plus GST of \$26.25.
- [5] The contract contained provisions limiting the Inspection Defendants' liability, including the Limitation Clause, which reads as follows:

2.1 In the event of any errors, omissions, breach of contract, and/or negligence by the Inspector the Client hereby agrees to the following restrictions on their legal rights:

- d) The Inspector's total liability to the Client for errors, omissions, breaches of contract and/or negligence in any part of the Inspection or Inspection Report shall be limited to the amount of the fee paid for the inspection. For greater clarity this means that if the Client sues the Inspector any damages awarded cannot exceed the cost of the Inspection.
- [6] In the contract, the word "Client" refers to the plaintiffs, and the term "Inspector" is defined to include the Inspection Defendants.
- [7] On entering into the contract, the plaintiffs' attention was specifically drawn to the Limitation Clause, which they initialed. The judge found that "Mr. Ferrer read and understood the [contract] before he signed it and Mrs. Ferrer-Timmers deferred to her husband's decision regarding its suitability". There is no suggestion on this appeal that the plaintiffs were unaware, when they entered into the contract, that it contained the Limitation Clause.

- [8] The home inspector, Mr. Brulotte, completed his inspection of the home on August 15, 2014, taking 5½ hours to do so. He delivered his report the same day. The report was a positive one. While Mr. Brulotte made a few recommendations for maintenance to be done on the property, he did not detect any major deficiencies or serious problems.
- [9] The plaintiffs accepted the report and paid the invoice. They removed all conditions from the contract of purchase and sale that same day. The purchase of the property closed on September 26, 2014, and the plaintiffs took possession of the property the following day.
- [10] On November 22, 2014, the plaintiffs discovered water leaking into the house from a sundeck. They allege that, as a result of deficiencies in the home, they have suffered financial damage in excess of \$350,000. They filed a notice of civil claim, seeking compensation from the vendors (who were also the builders of the home), the City of Parksville, and the Inspection Defendants. In a separate action, to be tried at the same time, they have sued the realtors involved in the transaction. The claim against the Inspection Defendants is particularized with a list of alleged "deficiencies and negligent misrepresentations".
- [11] In the "Legal Basis" portion of the notice of civil claim, the plaintiffs say the following:
1. This is an action in negligence .
 2. The Plaintiffs rely upon the common law of negligence as against the Defendants ; specifically:
 - a. the Defendants each owed the Plaintiff a duty of care;
 - b. the Defendants breached the standard of care;
 - c. the breach of the standard of care by the Defendants caused injury to the Plaintiffs; and financial damages of over \$350,000; and
 - d. the acts and/or omissions of the Defendants were the actual and legal cause of the injury and losses of the Plaintiffs.
 3. The Plaintiffs rely upon the Negligence Act, R.S.B.C. 1996, c. 333 against the Defendants .
 4. The Plaintiffs rely upon the common law of damages against the Defendants .
 7. The Plaintiffs say that Rudolph Brulotte has failed to report numerous visible deficiencies existing at the time of the inspection and negligently misrepresented the conditions of the Residence at the time the inspection was carried out.
- [12] There is no suggestion in the notice of civil claim that the Inspection Defendants are guilty of anything beyond ordinary negligence. There are no express allegations of fraud, recklessness, or gross negligence, nor are there any allegations against them that would suggest such a characterization of their conduct.

- [13] In the response to civil claim, the Inspection Defendants plead the provisions of the contract, including the Limitation Clause. In the Legal Basis portion of the response, they include a statement that "the plaintiffs' damages are limited to the inspection fee". The plaintiffs did not file a reply to the response to civil claim.

The Application and Judgment in the Court Below

- [14] The Inspection Defendants filed an application on July 20, 2018, seeking an order that the plaintiffs' maximum recovery against them is limited to the inspection fee. The application set out the terms of the contract, and outlined the argument to the effect that the Limitation Clause was clear and enforceable.
- [15] The plaintiffs' response to the application details the history of the real estate and inspection transactions and the events leading to the discovery of damage. The response does not include any suggestion that the Inspection Defendants' conduct lay outside the scope of the Limitation Clause. Instead, it included general assertions that it would be unjust to enforce the Limitation Clause, and contrary to public policy.
- [16] After hearing the parties' submissions, the trial judge gave judgment in favour of the Inspection Defendants. She began her reasons by considering whether the issue of the enforceability of the Limitation Clause was suitable for summary trial. Her conclusions are as follows:
- [7] In my view, the issue raised in this application is suitable for summary trial. Unlike the factual and legal issues associated with the substantive claim, the factual and legal questions surrounding the issue presented for summary trial are not complex, and determining the issue will not cause delay in the proceedings. A trial on the substantive issues will likely be prolonged and expensive, but determination of the summary trial issue will not add to the complexity of the dispute. I do not view the summary trial application as litigating in slices. The parties would benefit from knowing whether the damages recoverable from the Applicants are limited to the Fee before they proceed to trial, since a finding in the Applicants' favour could impact the overall resolution of the matter. Therefore, I elect to exercise my discretion to determine the issue presented on summary trial.
- [17] The judge then turned to the question of whether the Limitation Clause was applicable and enforceable. In doing so, she referenced the following paragraphs from *Tercon Contractors Ltd. v. British Columbia (Transportation and Highways)* 2010 SCC 4:
- [122] The first issue, of course, is whether as a matter of interpretation the exclusion clause even applies to the circumstances established in evidence. This will depend on the Court's assessment of the intention of the parties as expressed in the contract. If the exclusion clause does not apply, there is obviously no need to proceed further with this analysis. If the exclusion clause applies, the second issue is whether the exclusion clause was unconscionable at the time the contract was made, "as might arise from situations of unequal bargaining power between the parties" (*Hunter [Engineering Co. v. Syncrude*

Canada Ltd., [1989] 1 S.C.R. 426], at p. 462). This second issue has to do with contract formation, not breach.

- [123] If the exclusion clause is held to be valid and applicable, the Court may undertake a third enquiry, namely whether the Court should nevertheless refuse to enforce the valid exclusion clause because of the existence of an overriding public policy, proof of which lies on the party seeking to avoid enforcement of the clause, that outweighs the very strong public interest in the enforcement of contracts.
- [18] On the first issue, the judge found that the allegations of negligence made by the plaintiffs, both in respect of the inspection itself and the completion of the home inspection report, "fall squarely within the scope of the Limitation Clause."
- [19] The judge acknowledged the plaintiffs' argument that the Inspection Defendants might have been guilty of "gross negligence", which conduct would lie beyond the scope of the Limitation Clause. She rejected that suggestion, noting, first, that gross negligence had not been pleaded. She also said that "the inspection was a visual inspection, and the defects alleged were not observable on visual inspection". It is evident that she found no basis for the suggestion that this was a case involving gross negligence.
- [20] On the second issue, the judge found that the contract was not unconscionable when it was entered into. There was no inequality of bargaining power: "[t]he Plaintiffs understood what they bargained for and were on equal footing with the [Inspection Defendants] in entering into the Inspection Contract". The judge also stated that the bargain was "not unfair, let alone substantially unfair" given the nature of the services being provided and the price being paid for them.
- [21] With respect to the third issue, the judge found no overriding public policy that would outweigh the very strong public interest in the enforcement of contracts.

Analysis

Was the issue suitable for summary determination?

- [22] Rule 9-7 of the Supreme Court Civil Rules includes the following provisions:

Application

- (2) A party may apply to the court for judgment under this rule, either on an issue or generally, in any of the following:
- (a) an action in which a response to civil claim has been filed; .

Judgment

- (15) On the hearing of a summary trial application, the court may
- (a) grant judgment in favour of any party, either on an issue or generally, unless

- (i) the court is unable, on the whole of the evidence before the court on the application, to find the facts necessary to decide the issues of fact or law, or
 - (ii) the court is of the opinion that it would be unjust to decide the issues on the application, ...
- [23] On its face, the Rule appears to allow parties considerable freedom to bring particular issues on for summary determination apart from the balance of the litigation. Courts have, however, shown considerable reluctance to opine on particular issues independently of other issues in the litigation.
- [24] In *Bacchus Agents (1981) Ltd. v. Philippe Dandurand Wines Limited*, 2002 BCCA 138, Southin J.A., for the Court, said this about the summary trial rule (then Rule 18A):
- [6] This is a useful rule intended to shorten litigation, thereby lessening its cost to the parties and to the public treasury and reducing delays in the process, it being an axiom, at least since Bacon's time, that justice delayed is justice denied.
- [7] When, however, as in this case, the rule is invoked to try "an issue" rather than the whole case - what I have often characterized as "litigating in slices" - it may become a hindrance to the "just, speedy and inexpensive determination" of the dispute "on its merits".
- [25] In *Coast Foundation v. Currie*, 2003 BCSC 1781, at paras. 13-18, the court considered the circumstances in which summary determination of a discrete issue will be appropriate; this Court cited the decision with approval in *Kaler v. Kaler*, 2013 BCCA 57 at para. 24.
- [26] In *Hryniak v. Mauldin*, 2014 SCC 7, the Supreme Court of Canada added its voice to the observation that the summary trial procedure should be accepted as a means of improving access to justice where it provides a fair and just process that is proportionate to the matters being litigated:
- [27] There is growing support for alternative adjudication of disputes and a developing consensus that the traditional balance struck by extensive pre-trial processes and the conventional trial no longer reflects the modern reality and needs to be re-adjusted. A proper balance requires simplified and proportionate procedures for adjudication, and impacts the role of counsel and judges. This balance must recognize that a process can be fair and just, without the expense and delay of a trial, and that alternative models of adjudication are no less legitimate than the conventional trial.
- [28] This requires a shift in culture. The principal goal remains the same: a fair process that results in a just adjudication of disputes. A fair and just process must permit a judge to find the facts necessary to resolve the dispute and to apply the relevant legal principles to the facts as found. However, that process is illusory unless it is also accessible -- proportionate, timely and affordable. The proportionality principle means that the best forum for resolving a dispute is not always that with the most painstaking procedure

- [27] In *Greater Vancouver Water District v. Bilfinger Berger AG*, 2015 BCSC 485, the court considered a large number of authorities (most of which emanated from the British Columbia Supreme Court) on when it is appropriate to hive off an issue in litigation for summary trial. It distilled from the cases a list of factors to be considered:
- [110] In summary, the authorities in BC, including *Hryniak*, make clear that the factors the court must consider on applications to determine by summary trial only part of the issues in the lawsuit are:
- a) whether the court can find the facts necessary to decide the issues of fact or law;
 - b) whether it would be unjust to decide the issues by way of summary trial, considering amongst other things:
 - i. the implications of determining only some of the issues in the litigation, which requires consideration of such things as:
 - (1) the potential for duplication or inconsistent findings, which relates to whether the issues are intertwined with issues remaining for trial;
 - (2) the potential for multiple appeals; and
 - (3) the novelty of the issues to be determined;
 - ii. the amount involved;
 - iii. the complexity of the matter;
 - iv. its urgency;
 - v. any prejudice likely to arise by reason of delay; and
 - vi. the cost of a conventional trial in relation to the amount involved.
- [28] This list is a good indication of the factors that are typically of concern when a court is asked to deal with a single issue on a summary trial. I would not, however, suggest that all of these factors will be relevant in every case, and I would discourage a checklist approach to the question.
- [29] There is a different line of cases, commencing with *Chun v. Smit*, 2011 BCSC 412, that adopts the test for severance of trial proceedings under Rule 12-5 as the test for the suitability of individual issues for summary determination under Rule 9-7. The test for severance of issues for trial under Rule 12-5 had, in a number of earlier cases, been described as being whether there are "extraordinary, exceptional, or compelling reasons for severance".

- [30] It is not clear to me that the considerations used to determine whether individual issues are suitable for summary determination under Rule 9-7 need to be identical to those that are used, under Rule 12-5, to determine whether a conventional trial should be bifurcated. Often, the two situations will present quite different contexts, in terms of the efficiency of trial management and the allocation of judicial and litigant resources.
- [31] We are concerned, on this appeal, only with the considerations to be applied under Rule 9-7, and nothing that I say should be taken as reflecting on the proper tests or practices under Rule 12-5.
- [32] In my view, the "extraordinary, exceptional or compelling reasons" test, at least when applied under Rule 9-7, is a curious one. It is not clear why we should describe the concept using three near-synonyms in a disjunctive test. Nor does the test give us a clear picture of what it is about the reasons for severance that makes them "extraordinary", "exceptional," or "compelling".
- [33] The case law under Rule 9-7 and its predecessor, Rule 18A, makes it clear that, absent good reason, courts should not isolate individual issues in a proceeding and decide them separately from the rest of the litigation. If that is all that is meant by the use of the phrase "extraordinary, exceptional or compelling reasons", then it is not objectionable, though I am not convinced that the phrase itself provides much in the way of guidance.
- [34] In terms of what constitutes a good reason to decide an individual issue separately in a summary trial, it seems to me that the analytical approach represented by Currie and by Greater Vancouver Water District is more helpful in setting out the considerations that apply. Using that approach, I am not convinced the trial judge erred in ruling that the Limitation Clause issue was suitable for summary disposition.
- [35] The Limitation Clause issue is a relatively straightforward one. It does not involve novel issues, and no unfairness results from determining it in advance of the other issues at trial. Further, disposition of the Limitation Clause issue will greatly assist the parties in determining what resources should reasonably be devoted to the trial.
- [36] While the judge did not specifically mention it, I would observe that one of the most important considerations in determining whether a single issue should be separated out and determined in a summary trial is the question of whether it is intertwined with other issues. In this case, there is very little connection between the Limitation Clause and other issues in the litigation.
- [37] The judge stated that she did "not view the summary trial application as litigating in slices". The appellants say that she was wrong in that regard. As I see it, the expression "litigating in slices" is simply a way of describing the disposition of litigation in a sequence of hearings. In that sense, the current proceedings could be described as "litigating in slices", but the description is of no moment. Courts are wary of attempts to split up litigation into independent hearings, but in appropriate cases, they will permit that to occur.

[38] The chambers judge gave brief but cogent reasons for dealing with the Limitation Clause issue separately from other issues. She made no error in proceeding as she did.

Did the Limitation Clause apply?

[39] The plaintiffs contend that the judge erred in finding that the Limitation Clause was applicable in this case.

[40] First, they say that the judge considered the wrong notice of civil claim in her analysis, relying on a version from 2016 instead of the most recently amended version filed in 2019.

[41] It is unfortunate that the judge did not refer to the most recent amended notice of civil claim, but I am unable to agree that her failure to do so represents a material error. The most recent amendments provide some particularization of the claims, and expressly mention "negligent misrepresentation".

[42] The plaintiffs contend that one of the changes in the amended notice of civil claim is particularly important. The amended claim highlights one particular representation by the Inspection Defendants -- a statement that the home is covered by a new home warranty. It is alleged that that statement was false, and was based on nothing more than the vendors' representation. I accept that that claim is an important part of the allegations of negligent misrepresentation.

[43] That said, the character of the allegations made in the amended statement of claim remains essentially the same as it was in the 2016 pleading: the claims are for negligent inspection and negligent misrepresentation. Both of those claims are covered by the Limitation Clause.

[44] The plaintiffs also contend that the judge erred in refusing to consider the possibility that an allegation of gross negligence might be found to be outside the scope of the Limitation Clause.

[45] The judge noted that gross negligence was not pleaded in this case. The plaintiffs cite two cases for the proposition that gross negligence need not be pleaded: *Schlusser v. Burns* (1951), 1 W.W.R. (N.S.) 255 (B.C.S.C.) and *Lapshinoff v. Wray*, 2018 BCSC 2315. I am not persuaded that those cases are good authority for that proposition.

[46] In *Schlusser*, the plaintiff sued in respect of the death of her father, who had been a gratuitous passenger in a motor vehicle. A legislative provision stated that no action lay for injuries to a gratuitous passenger unless the vehicle operator had been grossly negligent. The statement of claim alleged that the motor vehicle operator drove in a manner "contrary to" that section of the statute. The judge dismissed an application by the defendant to strike the claim, finding that the reference to the statutory provision constituted clear notice that the plaintiff was making an allegation of gross negligence. After making that finding, the judge added "I am in some doubt as to whether it is necessary to plead gross negligence specifically. Counsel for the plaintiff was unable to support his contention by authority. In the circumstances, it is unnecessary for me to decide the point".

- [47] In *Bukmeier v. Creyke* (1998), 19 C.P.C. (4th) 31, [1998] B.C.J. No. 1319, a master was determining whether to strike a statement of claim. The original statement of claim, filed shortly before the expiry of the limitation period, simply alleged negligence. After the expiry of the limitation period, upon having been made aware of a statutory defence, the plaintiff amended the claim to allege gross negligence. The master, purporting to rely on *Schlosser*, held that gross negligence did not have to be pleaded. It is not apparent from the master's reasons whether the original statement of claim contained sufficient particulars to alert the defendant to the fact that gross negligence was being alleged.
- [48] In *Bains v. Green*, 2012 BCSC 1733, a judge was considering whether to strike pleadings on the basis that they disclosed no cause of action. Some of the causes of action being pursued required proof of gross negligence, but gross negligence was not explicitly alleged. The judge, relying on *Bukmeier*, accepted that the pleadings should not be struck for failure to specifically allege gross negligence.
- [49] To the extent that *Bukmeier* and *Bains* suggest that a pleading of ordinary negligence will suffice in a case that is dependent on proof of gross negligence, the reasoning does not appear to me to be sound. It is notable, however, that both arose in the context of applications to strike pleadings that were capable of amendment. In *Bukmeier*, the deficiency in the pleading had been remedied by the time of the hearing, and the only issue was whether the amendment should be allowed to stand. In *Bains*, the pleading exhibited a number of deficiencies, and required significant amendment, in any event.
- [50] In *Lapshinoff v. Wray* (an appeal from which has recently been allowed: 2020 BCCA 31), the trial judge noted that gross negligence had been pleaded. He stated, however, in obiter that "the amendment to expressly claim gross negligence was not strictly speaking necessary", citing *Bukmeier* and *Bains v. Green*.
- [51] In my view, the suggestion that gross negligence need not be pleaded, even where it is a necessary component of the claim, is incorrect. It has always been necessary to plead essential elements of a claim. Now that the notice of civil claim form requires a party to set out the legal basis for the claim, it is even more apparent that where an allegation of gross negligence is critical, it must be pleaded.
- [52] Typically, gross negligence will be pleaded explicitly, but a notice of civil claim or reply that provides unequivocal notice that the plaintiff is alleging gross negligence will be adequate, even if it does not use the words "gross negligence". That is what occurred in *Schlosser v. Burns*. On the other hand, a pleading that merely alleges negligence, without more, is not adequate notice to a defendant that the plaintiff is alleging gross negligence.

[53] In the case before us, there is nothing in the notice of civil claim that provides notice that the plaintiffs intended to allege that the Inspection Defendants' conduct amounted to gross negligence. Further, there was no evidence at the summary trial that suggested that anything done by the Inspection Defendants could amount to gross negligence. In the circumstances, the judge was right to find that the Limitation Clause applied to the claim.

Is there an overriding public policy that negates the Limitation Clause?

[54] The plaintiffs argue that the judge erred in finding that the limitation of liability clause is not contrary to public policy.

[55] At trial, they referred to changes to the Home Inspector Licensing Regulation, B.C. Reg. 12/2009 that were brought in by B.C. Reg. 70/2016. The 2016 amendment would prohibit the inclusion of a limitation of liability clause like the one in this case. The regulatory change was not retroactive. The judge correctly held that the change in the regulation did not serve to demonstrate an overriding public policy reasons for refusing to enforce the Limitation Clause. The fact that governmental objectives and policies change does not mean that they should retroactively override contractual arrangements. The plaintiffs have not pursued that argument on this appeal.

[56] The plaintiffs do contend that the judge should not have rejected the idea of an overriding public policy in the absence of a "full record", citing the majority judgment in *Precision Drilling Canada Limited Partnership v. Yangarra Resources Ltd.*, 2017 ABCA 378. The majority in that case considered that allegations of fraud should not have been rejected on a summary judgment application. A very limited factual record was available to the court, and there had been no opportunity to explore issues of credibility. The majority found that those issues were critical to a determination of the claim, and rejected the idea that it should be determined on a summary judgment application.

[57] In contrast, the proceeding in this case was a summary trial, not an application for summary judgment. The plaintiffs had a full opportunity to develop whatever record was necessary before the chambers judge. More than ten months intervened between the filing of the application and the date on which it was heard. The plaintiffs had conducted their examinations for discovery in advance of the hearing. If they wished to argue that the presence of gross negligence (or some other feature of the case) gave rise to an overriding public policy reason for refusing to apply the Limitation Clause, it was up to them to furnish appropriate evidence and make the argument on the Rule 9-7 application.

Conclusion

[58] In my view the chambers judge made no error in finding that the issue of the applicability and enforceability of the Limitation Clause was appropriately determined on a summary trial. Further, she made no error in finding the Limitation Clause to be both applicable and enforceable.

[59] I would dismiss the appeal.

[60] MACKENZIE J.A.: I agree.

[61] STROMBERG-STEIN J.A.: I agree.

[62] GROBERMAN J.A.: The appeal is dismissed.

"The Honourable Mr. Justice Groberman"

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/ca/20/00/2020BCCA0083.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/ferrer-v-589557-b-c-ltd-2020>

Prepared on 26 October 2026 · Esheria