

CANADA / JUDGMENT

Lewis v. The Hertz Corporation

2026 ONCA 309

COURT

Court of Appeal for Ontario

DECIDED

1 May 2026

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Lewis v. The Hertz Corporation Collection Decisions of the Court of Appeal Date 2026-05-01
Neutral citation 2026 ONCA 309 Docket numbers COA-25-CV-0876 Judges George, Jonathon C.; Copeland, Jill M.; Gomery, Sally A. Subject Civil Decision Content COURT OF APPEAL FOR ONTARIO CITATION: Lewis v. The Hertz Corporation, 2026 ONCA 309 DATE: 20260501 DOCKET: COA-25-CV-0876 George, Copeland and Gomery JJ.A. BETWEEN Oslyn Lewis Plaintiff (Appellant) and The Hertz Corporation and Hertz Canada Limited and Hertz Canada Vehicles Partnership and TD Canada Trust Defendants (Respondents) Oslyn Lewis, acting in person Kate Byers, for the respondents, The Hertz Corporation, Hertz Canada Limited and Hertz Canada Vehicles Partnership Alina Butt, for the respondent, TD Canada Trust[1] Heard: April 24, 2026 On appeal from the judgment of Justice Julia Shin Doi of the Superior Court of Justice, dated July 9, 2025, with reasons reported at 2025 ONSC 4081. REASONS FOR DECISION

- [1] Oslyn Lewis appeals the dismissal of his action by way of summary judgment.
- [2] Mr. Lewis rented a car from Hertz Canada Limited in February 2024, charging the rental on his TD credit card. Hertz Canada seized the car, which contained Mr. Lewis' personal belongings, after he failed to return it by the deadline set out in the rental agreement. Mr. Lewis alleged that he went in person to the Hertz Canada rental office and was given an extension of the rental agreement, that the car was wrongfully seized, and that some of his property was ultimately not returned to him. After he served a draft statement of claim on Hertz Canada and other Hertz companies (collectively, "Hertz"), the parties negotiated a settlement and Mr. Lewis signed a release. He subsequently commenced this action for damages in connection with the 2024 car rental and seizure against Hertz and TD Canada Trust.
- [3] The summary judgment motion judge concluded that there was no genuine issue requiring a trial. She noted that a release can cover a claim unknown to the releasor at the time it was signed: *Corner Brook (City) v. Bailey*, 2021 SCC 29, [2021] 2 S.C.R. 540, at para. 27. She also observed that parties to a settlement should generally be held to their promises: *Sinclair-Cockburn Insurance Brokers Ltd. v. Richards* (2002), 61 O.R. (3d) 105 (C.A.), at para. 16, leave to appeal refused, [2002] S.C.C.A. No. 450. Based on the broad language of the release, the summary judgment motion judge found that the settlement agreement signed by Mr. Lewis

covered all the claims in his action, including allegations that Hertz caused him to be banned from renting cars from it and other car rental companies.[2] She found that, before signing the release, Mr. Lewis sent an email to Hertz stating that he was aware that Hertz might ban him as a result of their dispute.

- [4] The summary judgment motion judge further found that, even if the release did not cover all arguably new claims asserted by Mr. Lewis in his statement of claim, the action should still be summarily dismissed because there was no evidence to support any such claims.
- [5] We find no reviewable error in the summary judgment motion judge's reasons. She committed no errors of law or principle or any palpable and overriding errors of fact. It was open to her to find that it was possible to adjudicate the action on a summary basis, that Mr. Lewis had released the respondents from the claims in his action, and that there was no evidentiary basis for any claims that were arguably not covered.
- [6] Mr. Lewis argued that both the summary judgment motion judge and another judge, who presided at a case conference before the motion hearing, improperly worked together to prevent him from accessing the tracking data and other information he sought. According to Mr. Lewis, Hertz has still yet to provide the evidence. In her reasons, the summary judgment motion judge stated that Hertz provided the tracking data and other information sought at the hearing before her, and that Mr. Lewis conceded that he could use the data to prove that he did not overhold the car. The data was not, however, relevant to the summary judgment motion judge's determination that the release foreclosed Mr. Lewis' action.
- [7] Mr. Lewis contends that the summary judgment motion judge was biased in the respondents' favour, that the procedure before her was unfair, that she made inaccurate statements in her reasons, and that she failed to provide adequate reasons. These allegations are not substantiated on the record before us.
- [8] The appeal is accordingly dismissed, with all-inclusive partial indemnity costs of \$10,000. "J. George J.A." "J. Copeland J.A." "S. Gomery J.A."
- [1] Alina Butt appeared but made no written or oral submissions on behalf of the respondent, TD Canada Trust.
- [2] Hertz conceded that after Mr. Lewis failed to return the car, there was a brief suspension of his rental privileges but maintained that the suspension was lifted when Mr. Lewis objected.

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