

Before the Yukon Human Rights Board of Adjudication

In the matter of the Yukon *Human Rights Act*

and the matter of

Melissa Antony (“Complainant”)

&

Yukon Human Rights Commission (“Commission”)

v.

Yukon University (“Respondent”)

BOARD DECISION

Before: Chief Adjudicator Judith Hartling

Appearances

Emma Dickson for

Commission

Melissa Antony

Complainant

Gavin Gardiner for

Respondent

Heard: Whitehorse, Yukon, April 13 to 17, 2026

Table of Contents

HEADNOTE.....	1
TABLES OF AUTHORITIES	1
COMMISSION	1
COMPLAINANT	2
RESPONDENT	2
STATUTES.....	3
EXECUTIVE SUMMARY	3
ISSUE	5
FACTS	5
MELISSA ANTONY	5
DR. JANET WELCH.....	12
ROBIN BRADASCH	12
MICHEL BARWELL	14
DR. SHELAGH ROWLES.....	15
CHAOS.....	15
MASTERCARD.....	16
RESPONSIBILITY FOR MICRO-CREDENTIALS.....	17
RESPONSIBILITY FOR INDIGENIZATION STRATEGY	18
ANDREA CLARK	19
AGREEMENTS.....	20
LAW / REASONING	21
A. DID THE COMPLAINANT ESTABLISH A <i>PRIMA FACIE</i> CASE OF DISCRIMINATION ON A BALANCE OF PROBABILITIES?	21
1. DID THE COMPLAINANT HAVE A CHARACTERISTIC PROTECTED FROM DISCRIMINATION?	21
2. DID THE COMPLAINANT EXPERIENCE AN ADVERSE IMPACT BECAUSE OF THE RESPONDENT’S CONDUCT?	24
3. WAS THE PROTECTED CHARACTERISTIC A FACTOR IN THE ADVERSE IMPACT?	24
B. THE DISCRIMINATORY CONDUCT MAY BE ONLY ONE FACTOR.....	25
C. WAS THE CONDUCT OF THE RESPONDENT JUSTIFIED?	26
REMEDY.....	30
LEGISLATION	30
PURPOSE	31
TESTS.....	31
FACTORS.....	32
FINANCIAL LOSS	36
COSTS.....	36

PROCESS	37
A REVIEW OF THE LEGISLATION AND ITS APPLICATION	38
YUKON	38
ALBERTA	39
BRITISH COLUMBIA	40
ONTARIO	41
FEDERAL.....	41
CANADIAN HUMAN RIGHTS ACT	41
ORDER.....	43

Headnote

Did the Respondent Yukon University, discriminated against the Complainant on the prohibited grounds of sex (domestic violence)?

Was this a factor

- in why the Respondent terminated the Complainant's term position prior to the term's end?
- in why the Respondent did not renew the Complainant's term contract?

Tables of Authorities

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1. Arunachalam v. Best Buy Canada, 2010 HRTO 1880
2. Faryna v. Chorny, 1951 CanLII 252 (BCCA)
3. Kestle v. Pacific Coast Marine Windshields, 2019 BCHRT 252
4. McPherson v. 557466 Alberta Ltd. o/a LDV Pizza Bar, 2023 AHRC 36
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6. Moore v. British Columbia (Education), 2012 SCC 61
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11. Ross River Dena Council v. The Attorney General of Canada, 2011 YKSC 87
12. Stewart v. Elk Valley Coal Corp., 2017 SCC 30
13. Walsh v. Northern Environmental Services, YHRPA File 2025-01
14. White Burgess Langille Inman v. Abbott and Haliburton Co., 2015 SCC 23
15. The Worker v. Translink Security Management Ltd., 2025 BCHRT 122
16. Senyk v. WFG Agency Network (B.C.) Inc., 2008 BCHRT 376

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1. Biggings obo Walsh v. Pink and others, 2018 BCHRT 174
2. University of British Columbia v. Kelly, 2016 BCCA 271
3. Gichuru v. The Law Society of British Columbia (No. 9), 2011 BCHRT 185
4. Sharpe-McNeil v. Swaby, 2023 HRTO 872
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2. O'Malley v. Simpsons-Sears Ltd., [1985] 2 SCR 536
3. Stewart v. Elk Valley Coal Corp., 2017 SCC 30
4. Québec (CDPDJ) v. Bombardier Inc., 2015 SCC 39
5. Ward v. Québec (CDPDJ), 2021 SCC 43
6. British Columbia Human Rights Tribunal v. Schrenk, 2017 SCC 62
7. White Burgess Langille Inman v. Abbott and Haliburton Co., 2015 SCC 23
8. R. v. Mohan, 1994 CanLII 80 (SCC)
9. Peel Law Association v. Pieters, 2013 ONCA 396
10. CEP, Local 789 v. Domtar Inc., 2009 BCCA 52
11. OHRC v. Impact Interiors Inc., 1998 CanLII 17685 (ON CA)
12. Bachli v. Yukon Human Rights Commission, 2022 YKSC 49
13. Hureau v. Yukon Human Rights Board of Adjudication, 2014 YKSC 21
14. Aurora College v. Niziol, 2007 NWTSC 34
15. Carpenter & HRC v. Town of Faro, 69 CHRR D/244
16. Amies v Lethbridge Family Services, 2025 AHRC 19

Statutes

Human Rights Act, Yukon, RSY 2002, c 116

Executive Summary

1. The Complainant was initially employed by the Respondent (university) January 4, 2021, on a three-month term contract. The term was renewed five times with the last renewal ending March 31, 2023.
2. Her initial position was instructor with teaching and learning in the First Nations Initiatives.
3. She was married August 2020 and separated January 1, 2021.
4. She suffered domestic violence from her spouse, including physical, sexual, and psychological.
5. The university considered her an excellent employee.
6. She took domestic violence leave from February 6 to 10, 2023. She returned to work February 13, 2023.
7. On February 14th, she received a call and an email from her then supervisor, John Reid, stating that the university was changing direction, that her term would expire on March 31, that she should wrap up her work in the next day or two, that she should not attend an upcoming presentation, and that any additional initiatives she had should be sent his way. She was to turn in her keys and not access the university email.

8. This effectively terminated her employment with the university prior to the end date of her contract being March 31, 2023.

9. There had been no suggestion prior to her domestic violence leave that the term would be effectively terminated early. There had been no indication of poor work performance or issues with her work. She received no information as to the reason for the early termination other than the general information Reid gave on February 14, 2023, that the university had changed direction.

10. The Complainant was adversely impacted by the abrupt manner her term contract was terminated and the nonrenewal of her term contract.

11. The Respondent agreed that domestic violence was a protected ground.

12. The Respondent agreed the Complainant was adversely impacted by the abrupt way her term contract was ended.

The Respondent agreed that the Respondent discriminated against the Complainant by the way she was terminated.

The Respondent disagreed that it discriminated against the Complainant by not renewing her term contract.

13. The Board finds the university discriminated against the Complainant in the manner the university terminated the contract.

14. The Board finds the university discriminated against the Complainant by not further renewing her contract for another three-month period.

15. The Complainant is awarded damages for any financial loss and injury to dignity, feelings, or self-respect.

16. The Complainant is awarded loss of wages for a three-month period.

Issue

17. Was the protected characteristic of sex (domestic violence), which adversely impacted the Complainant, a reason for the non-renewal of the Complainant's term contract?

18. Section 9(b) of the *Human Rights Act*, Yukon, states that

No person shall discriminate in connection with any aspect of employment or application for employment

Facts

Melissa Antony

19. The Complainant is a 39-year-old female presently residing in Dawson City, Yukon with a 13-yr-old son.

20. She was married in August 2020. She separated approximately January of 2021 when her husband was placed on a restraining order of no contact with her.

21. She suffered physical, sexual, and psychological abuse from her husband.

22. She has a Bachelor of Arts from the University of Saskatchewan in linguistics and German, a second Bachelor of Arts from the Humboldt University, Berlin, Germany, in regional studies in Arabic, and a master's degree in psychological and environmental anthropology from the Freie University, Berlin, Germany.

23. Her work history is as follows.

24. She worked for tribal councils across Saskatchewan as a curriculum developer, developed textbooks on Indigenous education, worked for the Government of the Northwest Territories as a curriculum specialist in child protection, and then she worked for the Yukon University as an instructor.

25. She began work with the Yukon University on January 4, 2021, on a term contract which ended June 20, 2021. Her initial project was on digital literacy in the Yukon and providing opportunities for students in remote northern locations to be able to access post-secondary education. Her supervisor was Dr. Janet Welch.

26. Her contract was then renewed five times maintaining full employment until March 31, 2023.

27. Her direct supervisor and title were changed effective August 9, 2021.

28. Her new direct supervisor was Robin Bradasch. Her new title was Teaching and Learning, First Nations Initiatives.

29. She remained with the First Nations Initiatives for the remainder of her terms.

30. She was working on First Nations 101 online for learners across the territory. Previously, it was taught in person. She continued to work on digital literacy which shifted to micro-credentials. She was carrying out research on micro-credentials and how to implement it at the university. She was also working on Indigenization Strategy.

31. She was initially based at the Whitehorse campus and transferred in June 2021 to the Dawson campus. The transfer was at her request as her husband wanted to relocate. He did this to deter relationships and connections being formed by her.

32. Mastercard Foundation funded programs for Indigenous students. There were multiple projects at the Yukon university being funded by the foundation. The Indigenization Strategy and micro-credential projects, which she worked on, were funded by the foundation.

33. The Complainant believed she was continually given short-term contracts as the university was in a bridging phase not knowing if funding would be received, the amount, and when. She was advised that longer-term contracts wouldn't be given until funding was secured. (Although funding of \$5 million dollars from Mastercard was secured by the university in 2017, and a second funding of \$11 million dollars was secured in 2022.)

34. She was the victim of domestic violence throughout her marriage. She described it as extreme violence.

35. To deal with violence, she compartmentalized her home life and work life.

36. She was under extreme stress.

37. She took time off from work in the following instances:

- when she fled the Yukon with her son, in December of 2021, as her then husband had assaulted her son;
- for a week when she attended the criminal trial of her then husband; and
- when she took domestic violence leave from February 6 to 10, 2023.

38. Taking time off did not affect her work as she was described as performing work in a timely manner.

39. Despite the stress of the domestic violence, she was able to work. She received “a lot of positive feedback” from her supervisor Janet Welch, and her subsequent supervisor Robin Bradasch.

40. She was continuously given more responsibility. She delivered on the projects that were assigned to her and had not received any negative feedback.

41. She advised Bradasch, her supervisor, of the domestic violence of which she was a victim. She had also spoken with co-workers/peers of the violence.

42. Prior to March 31, 2023, she had discussions with Bradasch that there was work available in the Indigenous strategy beyond the end date of her present contract.

43. Exhibit 8 is an email, January 20, 2023, from Bradasch requesting the Complainant do some work on the Indigenous strategy development:

Melissa, can you please use your fantastic analytical brain to create a document that combines engagement data that we have gathered at PACFINI, the pre engagement discussions with TH and CTFN, ecosystem discussions, strategic plan engagement, academic & research plan engagement and the internal engagements in December. It would read like a what we heard document and start to identify the main things we are hearing from FN's. We would then use this to inform and develop and engagement session with YFN's led by Mathieya.

44. This was prior to the ending of her term. The Complainant had just begun working on it when her term effectively ended on February 14, 2023. The Complainant felt it would have taken a few months to complete this piece of work. Bradasch, though, in her testimony, felt it would have taken a few weeks.

45. This was to be first draft after which further engagements would occur and a final document developed.

46. She spoke with Dan Auton concerning the micro-credentials for which the university had just secured funding.

47. On February 1, 2023, the Complainant emailed Dan Auton concerning a meeting she had had with Yukon Economic Development. He replied to it advising her to include him in future meetings.

48. Later that day, Reid emailed the Complainant advising her to suspend any further activity or meetings. He advised her that the university's trajectory was changing with EleV investment, and they wanted to get a handle on it. He advised that he knew micro-credentialing was close to her heart.

49. John Reid assumed Bradasch's role on February 1, 2023.

50. Bradasch had been a secondment.

51. The Complainant may have had one meeting with Reid. It was at a President's Advisory Council two-day meeting. At the meeting, she received news of the outcome of her ex-husband's criminal trial and that he was acquitted. This devastated her. She was unable to make the presentation she was scheduled to do.

52. She then texted Mike Barwell of the union and requested domestic violence leave. He advised her to take it immediately. No formal papers or application were needed.

53. The Complainant spoke with Reid the same day advising him of the domestic violence outlining it in some detail.

54. The Complainant took domestic violence leave from February 6th to the 10th, returning to work on February 13th.

55. On February 14, 2023, Reid called the Complainant advising her that the university was changing its direction on the Indigenization Strategy. He did not provide any details of the change. He would call her after 11:30AM.

56. On the call, he again advised her of the university's change of direction, again, without any information or details of the change, and that she was no longer needed and that she should take her vacation leave for the remainder of her contract.

57. The Complainant suffered a panic attack, broke down, and couldn't stop crying. She felt like she was being treated like a criminal. She had done nothing wrong.

58. She was asked to turn in her keys. She was blocked from the university server as was her "personal email". The university personal email permits access to an employee's financial account with the university. An employee or ex-employee can use it to access the information at any time, and it continues in the future.

59. Later, on the 14th, Reid sent an email to the Complainant advising her to wrap up her work in the next day or two, and to work with HR concerning the end of term arrangements. There was no support offered in the email.

60. She contacted Mike Barwell, the union president.

61. He was able to secure her access to the university, the computer, and had her personal account reinstated.

62. Human Recourses did not mandate the Complainant to take vacation leave but paid her salary to the end of her term, being March 31, 2023, and paid her vacation leave.

63. On cross-examination, the Complainant said she was aware that the projects of micro-credentialing and the Indigenization Strategy were moving to new leadership in 2023.

64. She was not aware of what a new direction would be.

65. She had been the lead on digital literacy and was hired into that position as the sole person working on the project. She had been working on it for two and a half years and developed the work plan. She had negotiated with EleV Mastercard Foundation, which provided the funding for that project, that if leadership changed, she would be involved.

66. The Complainant applied for a position with the university campus located in Dawson and was surprised she wasn't awarded the position. She was well qualified. She investigated the matter. When she did, the competition was pulled.

67. The Complainant sought permission to teach a course on the Dawson campus but was not given permission.

Dr. Janet Welch

68. When the Complainant was initially hired, Janet Welch, Vice President, Academic, was her direct supervisor. The Complainant was hired to work on digital literacy skills, particularly for youth. This was one of the deliverables Mastercard asked for.

69. It was funded by the Mastercard Foundation.

70. At the time, “digital skills for youth” was part of First Nations Initiatives.

71. Welch found that the Complainant excelled in her work, and Welch was able to expand her work to include micro-credentials. The Complainant assumed leadership of micro-credentials and gained expertise in the area.

72. Under examination by the Commission, Welch stated the following:

Mastercard Foundation was very interested, as I have stated before, in educating the youth across the Yukon. And we had just hired a woman by the name of Robin Bradsch, and to be our — not sure what her title was, but she was leading First Nations Initiatives, and so, I had Melissa working on delivering learning, particularly digital literacy, and then it, it morphed into the micro-credential project, which was really designed to be something that would be attractive to Yukon youth.

73. Robin Bradasch then became the Complainant’s supervisor.

Robin Bradasch

74. Bradasch was on a two-year secondment to the university in 2022-2023. She was Associate Vice President of Indigenous Relationships and Partnerships. She was responsible for First Nations Initiatives. Her secondment ended January 31, 2023.

75. Bradasch supervised the Complainant.

76. The Complainant's work evolved over time to include, digital skills, micro-credentials, Indigenization and Indigenization Strategy, and she assisted with other EleV projects.

77. The projects the Complainant worked on were funded through the EleV fund.

78. The Complainant was the lead on the Indigenization Strategy.

79. Bradasch was leaving before the end of the Complainant's latest term contract, being March 31, 2023.

80. Bradasch attempted to clarify the Complainant's renewal of her term contract before Bradasch left her position.

81. She proposed, along with Reid, that the Indigenous strategy pull all its information together and only do internal engagements, rather than external, and produce a first draft. This was step one.

82. Step one could take weeks or a month. It could possibly conclude by February 14, 2023, but it would be tight.

83. However, the broader strategy would take months.

84. Bradasch felt the Complainant should continue with step two which involved further external engagements and a draft. This would take several months. There was some concern that the Complainant could not travel to conduct external engagements, but it was felt this could be worked out.

85. Micro-credentials was under the supervision of Dan Anton. Bradasch had said, in an email, “I don’t think that Dan Anton wants to work with her (Complainant)”. She based this on the lack of response she received from Anton as to the Complainant moving forward.

86. Bradasch felt that, before she had left, Reid agreed that there was sufficient work for the Complainant for another quarter, that is, another extension of her term contract.

87. Bradasch wrote to the president of the university, Dr. Brown, on February 20, 2023, about her concerns of the termination of the Complainant’s contract.

- Bradasch advised Brown that the Complainant produced high-quality work in a timely manner.
- Bradasch wrote that she didn’t “understand how the direction has changed so drastically that it precludes her from even completing her term.”
- She was critical of the university’s use of term contracts which put employees in vulnerable positions and contributed to a lack of stability. She further stated

Positions are created and abolished with incredible ease and with individuals and not skill or need in mind. When there are interpersonal or performance concerns the person is often marginalized or managed out on the basis of other “reasons”.

Michel Barwell

88. Barwell was the President of the Yukon University Employees Union. The Complainant spoke with Barwell requesting domestic violence leave. Barwell spoke with Human Resources who advised that she should take the leave. No formal application was made. Leave was granted.

89. Barwell reached out to the Yukon Employee union for advice on launching a grievance. He gave evidence that: “We did not feel, and it was not raised as a possible discrimination issue regarding intimate family violence. So, due to the fact there was an end of contract, we did not feel we had sufficient grounds to actually file a grievance.”

90. The evidence is unclear if a grievance was considered for the termination of the contract or for the nonrenewal of a contract.

91. Either way, the union’s opinion of filing a grievance is not a precedent for a human rights complaint.

92. Factors to consider a grievance would vary from those under the *Human Rights Act* and discrimination.

93. It is noted the union did not consider discrimination.

Dr. Shelagh Rowles

94. Dr. Rowles is the interim president of the Yukon University. She has occupied a senior position with the university since 1997.

Chaos

95. She gave evidence of what she referred to as “the university in chaos”.

96. The university was dealing with the consequences of COVID. It had three presidents between June 30, 2020 and January 2021, and it was transitioning from a college to a university. No one had realized the significance of the transition. The university wasn’t prepared. Its systems were designed for a college, not a university.

97. By 2022, the university adopted its first strategic plan as a university, and then, almost immediately, started to embark on building an academic plan. This was necessary if the university was to become a member of Universities Canada.

98. In January 2023, the university had direction.

Mastercard

99. She gave evidence that Mastercard was the second largest foundation in the world. In 2017, it chose to pilot initiatives in the Yukon. The foundation gave \$5 million to the Yukon College. The foundation worked with youth in Africa and was spurred into action to work in the Yukon following the release of the Truth and Reconciliation Commission's calls to action.

100. The college became a university in the spring of 2020.

101. The university had not been funded previously by such large a foundation. However, for the first few years, neither the college/university nor Mastercard really understood what was happening, that is, how they should proceed.

102. In the fall of 2021, the second agreement between Mastercard Foundation and the Yukon University was signed with Mastercard providing \$11 million to the university.

103. Micro-credentials was a program that was part of the second agreement. Money was set aside for it.

104. Micro-credentials was being moved from First Nations Initiatives to Continuing Education.

105. Micro-credentials was an academic area overseen by the Senate and Board.

106. Indigenization was not academic and was overseen directly by the President.

107. Funding was available from Mastercard for micro-credentials as an academic subject.

108. It is uncertain from the evidence if funding from Mastercard was available for the Indigenous strategy, but there was evidence that the Complainant was paid through the foundation for the work on the Indigenous strategy.

Responsibility for Micro-credentials

109. Rowles gave evidence that Bradasch advised her that when Bradasch's secondment was complete on January 31st, the First Nations Initiatives would be Rowles' responsibility.

110. Micro-credentials had first been the responsibility of Dr. Welch who assigned it to the Complainant. It was within First Nations Initiatives.

111. Dr. Welch gave evidence that the Complainant developed an expertise in it.

112. Prior to Bradasch's leaving, consideration was given to move micro-credentials from First Nations Initiatives to Continuing Education. It appears Bradasch had concerns that the Complainant, who was the lead on micro-credentials, would not have her term contract renewed to work on the project.

113. Sometime in 2024, after the Complainant's termination, a subcommittee was created to investigate micro-credentials. The Academic Standards Committee of the

Senate wanted more information about micro-credentials before adopting it. A subcommittee was then created to study it. Eventually, the policy that British Columbia developed for micro-credentials was adopted by the Yukon Senate.

Responsibility for Indigenization Strategy

114. Rowles stated that, before there was a transition from college to university, the college had an interest in building an Indigenization Strategy. There were several internal events that took place that involved faculty and staff in trying to imagine what that would look like. There was outreach on the part of First Nations Initiatives to work with different First Nations in imagining what an Indigenization Strategy could, or should, be for the university.

115. There wasn't anyone leading it.

116. When Bradasch came into her role, there had been a number of starts in building an Indigenization Strategy, but there was nothing that came to be. Bradasch came in at a point that the university was building the strategic plan. It became increasingly necessary to keep moving on building an Indigenization Strategy. The other piece related to it was the complexity of: what did an Indigenization Strategy look like in the context of a university?

117. Nadia Joe took over the position of the Associate Vice President from Reid.

118. The title of First Nations Initiatives was changed to "Reconciliation". A strategy was developed engaging First Nations across the territory.

119. The reconciliation framework was in place. Currently, the Indigenous Advisory Committee of the Board of Governors is working with the university to develop an implementation plan.

Andrea Clark

120. Clark is the Director of Human Resources for the Yukon University.

121. She granted the Complainant domestic violence leave.

122. She received an email, written by Reid, on February 14, 2023, copied to her, and sent to the Complainant.

123. It read:

As indicated on the phone, the University is changing its direction on the Indigenous Strategy and is developing a new team. I have been asked to take the lead on planning and development.

I am connecting you with Human Resources to follow up and have included Andre and Eiro on this email. As you are aware your term will expire at the end of March, and you have approximately 7 weeks annual leave available. HR has indicated you may take a pay out or you may continue to be paid through to the end of March; you can work with them in making your decision. As always, we will treat this confidentiality.

At this point you should wrap up your work in the next day or two and work out your end of term arrangements with HR; they will let me know your decision. Please be sure to cancel your Ele-V presentation on Wednesday and any additional initiatives can be directed my way.

124. Clark spoke with Reid advising him the comment on vacation pay was incorrect and asking why he had written it. He advised that managers were taught to manage vacation pay appropriately and he thought this was appropriate. She also spoke with him concerning the domestic leave. He advised he knew about it. He thought the Complainant

would want the time off because she was going through something. It was generalized as part of his motivation for stating vacation pay was available.

125. At no time did Reid discuss termination of the contract with Human Resources before he wrote the email. (It is not part of Clark's evidence, but it is noted that at no time did Reid discuss early termination with the Complainant before writing the email.)

126. Human Resources corrected this, paid the Complainant her salary dollars to the end of March, and then paid her vacation pay.

127. Clark recognized that the employer-employee relationship was breaking down. She spoke with Barwell (union) as to how to manage this. The Complainant had advised she did not want to speak with Reid. It was then arranged that communication would be through her or Barwell. She advised Reid not to contact the Complainant.

128. Clark asked Barwell what was as needed by the Complainant. Barwell advised that she required access to her computer and the campus. She was given her computer until the end of her term.

129. Clark gave evidence of how an extension of a contract occurred. A manager would meet with Human Resources and discuss the extension. Human Resources would then discuss it with the business partner and then prepare the paperwork.

Agreements

130. The Respondent agreed that:

- domestic violence is a characteristic protected from discrimination under the *Human Rights Act, Yukon*;

- the Complainant was adversely impacted with respect to this;
- the protected characteristic was a factor in the adverse impact; and
- this was a factor in the discrimination as it relates to the way the Complainant's term of employment ended.

131. With these agreements the Respondent conceded it had discriminated against the Complainant when it terminated her contract on February 14, 2023.

132. The Respondent does not agree it discriminated against the Complainant when it did not renew her term contract.

Law / Reasoning

133. The test for establishing discrimination is found in *Moore v British Columbia (Education)* 2012 SCC 61:

[33] As the Tribunal properly recognized, to demonstrate *prima facie* discrimination, complainants are required to show that they have a characteristic protected from discrimination under the *Code*; that they experienced an adverse impact with respect to the service; and that the protected characteristic was a factor in the adverse impact. Once a *prima facie* case has been established, the burden shifts to the respondent to justify the conduct or practice, within the framework of the exemptions available under human rights statutes. If it cannot be justified, discrimination will be found to occur.

A. Did the Complainant establish a *prima facie* case of discrimination on a balance of probabilities?

1. Did the Complainant have a characteristic protected from discrimination?

134. Because the Respondent has agreed that domestic violence is a protected characteristic under the *Act*, it is unnecessary, for the purposes of this hearing, to review the law concerning this issue.

135. However, this is the first time this issue has arisen in a human rights hearing in Yukon. As such, the Board has taken the time to review why it has accepted that domestic violence is a prohibited ground of discrimination.

136. Domestic violence is not specifically listed in the *Human Rights Act*, Yukon, as a protected characteristic.

137. The Respondent conceded that it is a protected characteristic under section 7(f), sex.

138. This is supported by the evidence of Dr. Jaffe.

139. Dr. Jaffe was qualified as an expert in the manner in which domestic violence impacted, in particular, women and, in particular, the relationship of domestic violence and the workplace.

140. He gave evidence:

- That domestic violence mainly affects woman. This is due to the greater physical strength that males have and a feeling of power that males have.
- That a victim of domestic violence: might have difficulty concentrating; would need to attend appointments and court proceedings related to the violence; and might have challenges finding transportation to work.
- That the perpetrator might harass the victim at the workplace.
- That there is a stigma that a victim is weak, not assertive, fragile, distracted, and unreliable causing the employer to perhaps not assign certain work.

141. This is also supported in the case of *The Worker v Translink Security Management Ltd.* 2025 BCHRT 122, para 79. (The complainant’s name remained confidential so was referred to as “The Worker”)

[79] In my view, it would be similarly uncontroversial to conclude that domestic violence, or intimate partner violence, is a form of gender-based violence that has a disproportionate impact on women. The Worker cites the BC Office of the Human Rights Commissioner’s 2023 publication “From hate to hope: Report of the Inquiry into hate in the COVID-19 pandemic”, which describes this impact as follows:

Intimate partner violence is violence that is committed against a person by someone with whom they have or had a close and personal intimate relationship. Intimate partner violence can happen in a marriage, common-law or dating relationship, in a heterosexual or homosexual relationship, at any time in a relationship, including after it has ended, and whether partners live together or are sexually intimate with one another. It takes many forms, including physical, sexual, emotional (psychological), spiritual or financial harm. While intimate partner violence can happen to anyone, women and girls are disproportionately targeted, and men are disproportionately the perpetrators.

Gender-based violence is rooted in gender inequality, abuse of power, patriarchal systems and harmful gender norms. Ultimately, gender-based violence is about power and control. Gender-based violence causes physical, emotional and social harm to those who experience and witness it and can be deadly.

...

[81] While other factors are relevant, and an intersectional lens is necessary to fully understand the impact of this phenomenon, I am satisfied based on the information before the Worker has taken out of the realm of conjecture that domestic violence is connected to sex and gender, and like sexual harassment, is a form of sex discrimination: *Janzen v. Platy Enterprises Ltd.*, [1989] 1 SCR 1252.

[82] I am further satisfied, in view of the information provided, that there is a logical connection between domestic violence and the ground of marital status. By its very nature, this type of violence occurs within the context of an intimate relationship, whether it be characterized by marriage, living common-law, or otherwise.

142. The Board finds that domestic violence is a protected characteristic under section 7(f), sex, of the *Human Rights Act*, Yukon.

2. Did the Complainant experience an adverse impact because of the Respondent's conduct?

143. The Complainant experienced an adverse impact when the contract was not renewed for a further term.

3. Was the protected characteristic a factor in the adverse impact?

144. The Complainant advised Reid of the domestic violence on Thursday, February 2, or Friday, February 3, while both were attending a President's Advisory Council meeting. She took domestic violence leave from Monday, February 6, to Friday, February 10, returning to work on Monday, February 13. On February 14, Reid notified her of the termination of her term contract.

145. Timing of an adverse impact following disclosure of a protected ground requires the Respondent to justify its conduct.

146. In *McPherson v 557466 Alberta Ltd, o/a LDV Pizza Bar*, 2023 AHRC 36,

[58] Human rights law does not require direct evidence in every case. Circumstantial evidence can establish discrimination, as long as it meets the balance of probabilities burden of proof. ¹⁴ In *Morris v Kingsway Asset Management Ltd. and Elsafadi*, ¹⁵ the Tribunal observed that the timing of an adverse treatment following disclosure of a protected ground required a legitimate explanation from the respondent in order to avoid a finding of discrimination:

[14] *Smylie v Sani-Tech Mechanical Ltd.*, 2018 AHRC 6, at paras 104-105

[15] *Morris v Kingsway Asset Management Ltd. and Elsafadi* 2012 AHRC 9 [Morris]

The last step in the *prima facie* analysis is to determine whether it is reasonable to infer that Ms. Morris' disability (or perceived disability) was a factor in her demotion and job termination. Upon Ms. Morris' return from short-term disability leave, she was immediately asked to accept a demotion. **The timing alone would indicate a nexus such that an explanation from the respondents is required.** ¹⁶

[16] *Morris v Kingsway* at para 61

[59] The Tribunal followed this approach in *Parker v Vapex* when an employer terminated the employment of a pregnant employee immediately following learning she was pregnant. The timing here likewise indicated a connection between the protected ground and the adverse treatment.

[The emphasis is the Board's.]

147. On a balance of probabilities, the close nexus of Reid learning of the domestic violence was a factor in the non-renewal of the Complainant's contract.

B. The Discriminatory Conduct May be Only One factor

148. The evidence heard by the Board shows that there may have been underlying reasons to not renew the Complainant's term contract. There was evidence she was not awarded a permanent position with the university, for which she applied, despite her qualifications for it, and that Anton may not have wanted to work with her. She was advised that she was not to attend on campus from February 14 on, that she was to turn in her keys, and she was not to access her computer — all acts that display that her presence was not wanted. Bradasch opined, in her letter to the president, that the Complainant may be seen as opinionated, but that she herself did not observe that.

149. If there was an underlying reason for the nonrenewal of the term, it is of no consequence.

150. The discriminatory act, that is, not renewing her contract because of domestic violence, need only be one factor of the discrimination.

151. From *Stewart v Elk Valley Coal Corp.* 2017 SCC 30,

[46] Second, I see no need to alter the settled view that the protected ground or characteristic need only be "a factor" in the decision. It was suggested in argument that adjectives should be added: the ground should be a "significant" factor, or a "material" factor. Little is gained by adding adjectives to the requirement that the

impugned ground be “a factor” in the adverse treatment. In each case, the tribunal must decide on the factor or factors that played a role in the adverse treatment. This is a matter of fact. If a protected ground contributed to the adverse treatment, then it must be material.

C. Was the Conduct of the Respondent justified?

152. Here, the timing of the early dismissal of her present term and the abrupt manner in which it occurred showed that the protected characteristic of domestic violence was a factor in the nonrenewal of a term. It follows that domestic violence was a factor in the early termination of the contract and was simultaneously a factor in the nonrenewal of the contract.

153. Section 7 of the *Human Rights Act* reads

It is discrimination to treat any individual or group unfavourably on any of the following grounds...

(f) sex...

154. Section 9 of the Human Rights Act reads

No person shall discriminate...

(b) in connection with any aspect of employment or application for employment...

155. The manager, Reid, who would be the person seeking an extension for the Complainant, that is, the application for employment, would discriminate against the Complainant. Domestic violence would be one of the factors in choosing not to renew the contract. She would be unfavourably treated.

156. In meeting the *Moore* case, it is found that the Complainant had established a *prima facie* case on a balance of probabilities: that she had a protected characteristic, that is, sex/domestic violence; that she was adversely affected by the conduct of the

Respondent as her contract was not renewed; and that the protected characteristic, domestic violence, was at least one factor in the adverse impact.

157. The Respondent offered no justification for the timing of an abrupt early termination of the Complainant's contract. Little weight can be attached to Reid's statement to Clark that he thought the Complainant would want the time off. He had neither discussed it with the Complainant or Human Resources. In the email, he did not state that he was giving the Complainant time off because of her circumstances. In fact, he advised her to not return to work. He was not giving her time off. He was firing her. The tone of the email was abrupt and hurtful.

158. If he, in fact, felt the Complainant would "want" leave, it was incumbent on him, as a manager, to discuss it with her. His display of insensitivity towards a person he knew was, or had been, suffering domestic violence is disappointing.

159. The Respondent argued that the Complainant was on a term contract and was aware that it terminated on March 31, and therefore she would not have suffered adverse effects from the termination.

160. Generally, one cannot insist on a renewal of a fixed term contract.

161. But there is a difference in the right to renewal of a term contract and the right not to be improperly denied renewal. This is the case here. The Complainant was improperly denied a renewal when one of the factors was domestic violence.

162. Section 9 of the *Human Rights Act* states

No person shall discriminate...

(b) in any aspect of employment **or application for employment.**

[Emphasis is the Board's]

163. A renewal is an application for employment.

164. The Complainant's terms had been renewed five times without gaps. She experienced continual employment from January 2021 to March 31, 2023. She had excelled in work performance. There was work to be done in the Indigenous project. She was a lead and had the expertise in micro-credentials. She was flexible in her workload, working on other EleV projects while under the supervision of both Welch and Bradasch.

165. There was funding for the work through the Mastercard Foundation.

166. She could have expected a renewal of the contract.

167. Rowles had given evidence that many people had been leaving the university furthering its chaotic situation. As such, one would anticipate that the university would desire to maintain the Complainant for consistency and for her excellent work and expertise developed.

168. The university did not justify its conduct. It supported its conduct by stating there was a change in direction. There was no evidence led to show how a change in direction could so abruptly change the Complainant's term position or future term contracts.

169. There was work for the Complainant as Bradasch gave evidence of a two-step process for the Indigenization Strategy.

170. Rowles gave evidence of the university requiring more time to understand micro-credentials.

171. Rowles stated that the university needed time to understand micro-credentials and dismissed the expertise and ability of the Complainant in this area. It would be helpful in any organization, when attempting to understand a subject, to be provided as much pertinent information as is available. The Complainant had an expertise in the area. She would be of assistance.

172. The Complainant's work with the university varied from being an instructor to working on Indigenous projects, micro-credentials, and other EleV projects as needed.

173. Welch found the Complainant to excel in her work and added micro-credentials to her workload.

174. The Complainant was considered an employee producing excellent work in a timely manner. Bradasch referred to the Complainant's fantastic analytical skills.

175. Given the evidence of Rowles about the chaos the university was in and its transitions to a strategic plan, the Complainant's skills would have been an asset.

176. The conduct of the Respondent in abruptly terminating the Complainant's contract, of which one of the factors was domestic violence, would affect her opportunity for future contracts with the Respondent.

177. Notably, there was no reason provided for the early and abrupt termination of the contract.

178. The Respondent has failed to justify its conduct. The Respondent did discriminate against the Complainant when it failed to consider the Complainant in renewing her contract.

Remedy

179. The Commission is seeking:

- damages for dignity, feeling, self-respect in the range of \$40,000 to \$45,000;
- financial loss (wages for three to six months); and
- costs.

180. The Respondent submitted:

- that general damages should be \$5,000 for discrimination found to the final weeks of employment, and no more than \$15,000 if discrimination if is found on the nonrenewal; and
- that no costs should be awarded.

181. The Complainant submitted:

- that general damages should be on the higher end of amounts awarded, but did not give a figure; and
- that she was seeking six months of wages as being the time that she was unemployed.

Legislation

182. The *Human Rights Act*, Yukon, at section 24(1), states that

(1) If the complaint is proven on the balance of probabilities the board of adjudication may order the party who discriminated to ...

- (c) pay damages for any financial loss suffered as a result of the discrimination;
- (d) pay damages for injury to dignity, feelings, or self-respect;
- (f) pay costs.

Purpose

183. The Board takes a purposive and liberal approach in awarding remedies.
184. It focuses on the recognition of the inherent dignity and worth and of the equal and inalienable rights of all members of the human family.
185. A monetary award cannot fully compensate for injury to dignity, feelings, and self-respect, nor can it restore the Complainant to her original status.
186. So far as a monetary award can compensate for injury to dignity, feelings, and self-respect, it should be awarded in accordance with previous awards.
187. However, comparisons between cases are difficult as each case is unique and must be considered on its own facts.
188. From *Arunachalam v. Best Buy Canada*, 2010 HRTO 1880, 2010,

[48] ... Damages are meant to compensate not punish....

[49] ... Damages... must not be so low as to trivialize the social importance of the... [Act] by effectively creating a license fee to discriminate....

Tests

189. Damages must meet two criteria: the objectivity of the discrimination and the effects of the discrimination on the Complainant.
190. Further, in *Arunachalam*,

[52] I turn now to the relevant factors in determining the damages in a particular case. The Tribunal's jurisprudence... has primarily applied two criteria in making the global evaluation of the appropriate damages for injury to dignity, feelings and self-respect: the objective seriousness of the conduct and the effect on the particular applicant who experienced discrimination...

[53] The first criterion recognizes that injury to dignity, feelings, and self respect is generally more serious depending, objectively, upon what occurred. For example, dismissal from employment for discriminatory reasons usually affects dignity more than a comment made on one occasion. Losing long-term employment because of discrimination is typically more harmful than losing a new job. The more prolonged, hurtful, and serious harassing comments are, the greater the injury to dignity, feelings and self-respect.

[54] The second criterion recognizes the applicant's particular experience in response to the discrimination. Damages will be generally at the high end of the relevant range when the applicant has experienced particular emotional difficulties as a result of the event, and when his or her particular circumstances make the effects particularly serious.

Factors

191. The factors to be considered in deciding an award where the discrimination involved employment are as follows:

- Vulnerability of the Complainant
- No fault of the Complainant
- Effect on the Complainant, including the worsening of any present conditions, loss of self-esteem, confidence, self-respect
- Humiliation
- Reputation
- The manner in which the Complainant was terminated
- The length of employment
- The frequency of the discrimination
- Duration of the discrimination

192. In *Senyk v. WFG Agency Network (B.C.) Inc.*, 2008 BCHRT 376,

[463] In considering the impact that losing one's employment may have, the Tribunal has often referred to the Supreme Court of Canada's decision in *Wallace v. United Grain Growers Ltd.* (1997), 152 D.L.R. (4th) 1 (S.C.C). In considering Ms. Senyk's circumstances, a woman who found her sense of identity and meaning through her work, and who was devastated by its loss, and the callous manner in which its termination was communicated, the following passage bears repeating:

This unequal balance of power led the majority of the Court in *Slaight Communications, supra*, to describe employees as a vulnerable group in society: see p. 1051. The vulnerability of employees is underscored by the level of importance which our society attaches to employment. As Dickson C.J. noted in *Reference Re Public Service Employee Relations Act (Alta.)*, 1987 CanLII 88 (SCC), [1987] 1 S.C.R. 313, at p. 368:

Work is one of the most fundamental aspects in a person's life, providing the individual with a means of financial support and, as importantly, a contributory role in society. A person's employment is an essential component of his or her sense of identity, self-worth and emotional well-being.

Thus, for most people, work is one of the defining features of their lives. Accordingly, any change in a person's employment status is bound to have far-reaching repercussions. In "Aggravated Damages and the Employment Contract", *supra*, Schai noted at p. 346 that, "[w]hen this change is involuntary, the extent of our 'personal dislocation' is even greater".

The point at which the employment relationship ruptures is the time when the employee is most vulnerable and hence, most in need of protection. In recognition of this need, the law ought to encourage conduct that minimizes the damage and dislocation (both economic and personal) that result from dismissal. In *Machtiger, supra*, it was noted that the manner in which employment can be terminated is equally important to an individual's identity as the work itself (at p. 1002). By way of expanding upon this statement, I note that the loss of one's job is always a traumatic event. However, when termination is accompanied by acts of bad faith in the manner of discharge, the results can be especially devastating. In my opinion, to ensure that employees receive adequate protection, employers ought to be held to an obligation of good faith and fair dealing in the manner of dismissal, the breach of which will be compensated for by adding to the length of the notice period. [Emphasis added.]

193. As an employee, notably on a term contract, the Complainant was part of a vulnerable group. Employment is important to everyone and particularly here as she was the sole provider for her son and herself.

194. Importantly, what was “holding her together after experiencing the domestic abuse” was her job and hope for the future that she would make it through the difficult time.

195. Her ability to perform well in her work was due to her resiliency and ability to compartmentalize her work and home life. Once her job was gone, she no longer had the anchor to her well-being. She was without the structure needed.

196. She now found herself in a double hole experiencing PTSD from domestic abuse and now discrimination, both no fault of her own.

197. She testified that she felt her education and experience would prevent her being subject to the discriminatory conduct such as she experienced from the Respondent.

198. The vulnerability of the Complainant was known to Reid as she had told him of the domestic abuse, including details of it.

199. Through no fault of her own, she was abused by her spouse and then found herself discriminated against by the Respondent because of that abuse. The cumulative effect of abuse and discrimination was traumatic.

200. The Respondent provided no notice that early termination would occur. The Complainant was aware she was on a term and that the university was changing direction but was not made aware that the change meant termination and non-renewal of her contract.

201. She was well thought of by her supervisors Welch and Bradasch. She excelled in her work, provided timely work, was asked to assume more responsibilities than originally

contracted for, and was flexible in that she worked on several projects. She was described as having an analytic mind — an asset in working on the projects.

202. She had an excellent work record. She had five previous renewals of her term, without gaps, providing for continuous employment for two and a half years.

203. She was not given any notice or information that her contract would be terminated early.

204. She had expected to complete her present term and looked forward to a subsequent term.

205. The notice to the Complainant was abrupt. It advised her that not only was she to cease work, but she was not to attend the office.

206. As noted in *Senyk* (above),

... the manner in which the employment can be terminated is equally important to an individual's identity as the work itself...

207. The notice was provided by email and telephone. This can be somewhat of an excuse as Reid was working on the Whitehorse campus while the Complainant was working on the Dawson Campus. However, a more professional approach, such as having a manager who was on the Dawson Campus speak with the Complainant or perhaps having a video call, would have provided some sensitivity.

208. The discrimination occurred as a one-time event. It did not occur over a period of time. It was one incident. It was not an accumulation of events.

209. Nevertheless, it had devastating effects on the Complainant.

210. The effects of her then PTSD were worsened after her termination. Her medications were increased. She experienced panic attacks, insecurity, and hyper vigilance, and she further isolated herself, not being able to trust or feel safety or security.

211. Ms. Antony resides in Dawson — a small community. To be summarily terminated from a job is humiliating.

Financial Loss

212. I find that Ms. Antony could have expected a further term of three months' employment with the university. It was not given pursuant to the university's discriminatory conduct of terminating her of which domestic abuse was one factor.

Costs

213. The Commission sought costs.

214. The Board agrees with the Respondent that the university is a public institution and is committed public good. The Respondent made concessions:

- that domestic violence is a prohibited ground; and
- that, on hearing unexpected evidence from the Respondent's witness, Clark, that Reid stated he terminated Ms. Antony's contract as he felt she wanted the time off because of her circumstances, the university had, in fact, discriminated.

215. This greatly facilitated the efficiency of the hearing.

216. Further, the Respondent was unaware of change of the Commission's position until the morning of the hearing. He did not request an adjournment.

217. The Board appreciated the concessions, but, even without them, the Board would not award costs.

218. The Yukon Supreme Court has stated that the general rule is “costs follow the event”, meaning the winning party is generally entitled to recover costs. *Ursich v Security National Insurance Company* 2005 YKSC 72.

219. However, the *Human Rights Act* is a special piece of legislation designed to ameliorate discrimination. The availability of costs changes in the human rights context.

220. This is evident in the manner in which different jurisdictions have legislated for costs and in the awarding of costs.

221. The awarding of costs must be considered in the context of the Yukon *Human Rights Act's* objectives.

1 Objects

(1) The objects of this Act are...

(b) to discourage and eliminate discrimination;

(c) to promote recognition of the inherent dignity and worth and of the equal and inalienable rights of all members of the human family...

Process

222. Costs are considered on a case-by-case basis.

223. Consideration of costs is a two-step process:

- Firstly, should costs be awarded?
- And if so, at what amount?

224. Factors to be considered when deciding if costs should be awarded include the following:

- The purpose of awarding costs as a means for a successful party to recoup legal expenses.
- The possibility of costs being awarded may encourage settlement.
- Costs encourage adherence by the parties to the human rights process. Costs discourage misconduct of the process.
- The availability of costs can create a chilling effect on complainants coming forward with a legitimate human rights complaint.
- Costs of human rights matters can exceed the financial award given in human rights matters.

A review of the legislation and its application

Yukon

225. The *Human Rights Act*, Yukon, section 24 reads

24(1) If the complaint is proven on the balance of probabilities the board of adjudication may order the party who discriminated to ...

(f) pay costs.

226. Section 25 reads

If the board of adjudication concludes that the complaint was frivolous or vexatious or that the proceedings have been frivolously or vexatiously prolonged the board may order the commission to pay to the respondent

(a) part or all of the respondent's costs of defending against the complaint...

227. The Yukon *Human Rights Regulations* read, at section 15,

If the board of adjudication awards costs, those costs...

(b) shall be assessed by the board as party and party costs in the same manner and on the same basis as if the hearing had been a proceeding in the Supreme Court.

228. A review of human rights cases in the Yukon dating back to 2018 found only one case, *Budge v Talbot Arms*, June 2018, where costs were sought. Although the decision was against the Respondent, the Respondent still sought costs against the Commission and Complainant.

229. Needless to say, the Board declined to award costs against the Commission or complainant.

230. In the matter of *Mark Hureau and 17385 Yukon Inc. v Yukon Human Rights Board of Adjudication*, 2014 YKSC 21, being heard by way of appeal to the Supreme Court of Yukon, J. Veale ordered “the parties may bring the matter of costs in this Court to a case management for decision if necessary”.

231. It is noted that the costs referred to were those costs available at the Supreme Court level when the matter was appealed. It was not costs pursuant to the tribunal.

Alberta

232. Section 32 of the Alberta *Human Rights Act* states

32 (2) A human rights tribunal may make any order as to costs that it considers appropriate.

233. The Alberta Act does not speak to frivolous or vexatious matters or to misconduct.

234. A review of the case law shows that the Alberta Human Rights Tribunal rarely orders costs save where there was misconduct by the parties.

235. An article, April 2025 from the law firm of McLennan Ross provides the state of the law in awarding costs by the Alberta Human Rights Tribunal:

Human rights complaints are an increasingly common issue for employers in Alberta. However, in spite of the growing frequency of complaints filed, and the increasing number of decisions released each year, there is still a very limited number of instances where costs are awarded to the successful party by the Alberta Human Rights Tribunal (the “**Tribunal**”).

While section 32(2) of the Alberta Human Rights Act (the “**Act**”) grants the Tribunal the discretion to award costs, the Tribunal has historically used that discretion sparingly. The Tribunal’s historical reluctance to use its discretion is informed, in part, by public policy considerations; specifically, not wanting the risk of a potential adverse costs award to discourage potential complainants from bringing forward legitimate complaints. Although these public policy considerations remain, we are now seeing the Tribunal be less reluctant to use its discretion.

...

In rendering the costs award, the Tribunal affirmed that “An award of costs against a [party] is only appropriate in circumstances where the [party] has engaged in conduct that was dishonest or significantly prejudicial to a party or the integrity of the process [and that] [f]or significant costs to be awarded at the conclusion of a proceeding, a party needs to have engaged in conduct that essentially amounts to an abuse of process, including: a, dishonest conduct in the proceedings; b, conduct that is significantly prejudicial to another party; or c, conduct that is significantly prejudicial to the integrity of the process.”

...

While Shodunke does not change the law with respect to when costs will be awarded by the Tribunal, it provides greater context (and authority) with respect to what types of misconduct will encourage the Tribunal to exercise its discretion to award costs under section 32 of the Act. In this regard, although cost awards will still not be attainable in most human rights complaints in Alberta,

British Columbia

236. The BC *Human Rights Act*, at section 37.4, reads as follows:

The member or panel may award costs

(a) against a party to a complaint who has engaged in improper conduct during the course of the complaint, and

(b) without limiting paragraph (a), against a party who contravenes a rule under section 27.3 (2) or an order under section 27.3 (3).

237. There is no other authority to award costs under the *BC Act*. Costs can only be awarded if there is misconduct.

Ontario

238. Ontario amended its Human Rights Code so that there is no provision for the awarding of costs.

239. Section 46 of the code is the only section that speaks of costs.

46(1) If, in a civil proceeding in a court, the court finds that a party to the proceeding has infringed a right under Part I of another party to the proceeding, the court may make either of the following orders, or both:

1. An order directing the party who infringed the right to pay monetary compensation to the party whose right was infringed for loss arising out of the infringement, including compensation for injury to dignity, feelings and self-respect.

240. Although it permits monetary compensation, following the Supreme Court of Canada ruling in *Mowat 2*, the term “monetary compensation” would not include legal expenses.

Federal

241. The Canadian *Human Rights Act* does not permit costs. *Canadian Human Rights Commission v Canada (Attorney General)* 2011 SCC 53 (*Mowat*).

242. On appeal to the Supreme Court of Canada, the SCC ruled that the CHR Tribunal had no authority to order costs.

Canadian Human Rights Act

243. Section 53(2) of the Act reads as follows:

53(2) If at the conclusion of the inquiry the member or panel finds that the complaint is substantiated, the member or panel may, subject to section 54, make an order against the person found to be engaging or to have engaged in the discriminatory practice and **c)** that the person compensate the victim for any or all of the wages that the victim was deprived of **and for any expenses** incurred by the victim as a result of the discriminatory practice; [Emphasis is the Board's]

244. This case was decided on statutory interpretation. There was no term in the Act allowing costs, and only section 4 allowing expenses. The SCC ruled expenses were not legal costs.

245. To date there have been no amendments to the *Canadian Human Rights Act* concerning costs.

246. In the Board's decision in *Cooke v Government of Yukon, Department of Health,*

34. The Board, having

- reviewed the legislation and its application in other jurisdictions, and
- noting the competing factors in awarding costs, generally, that is following the event,

has decided the following.

35. The Board finds ensuring complainants come forward outweighs the factor of compensating for costs incurred, the deterrence value to parties to not engage in misconduct, and the encouragement of settlement.

36. Alberta is a jurisdiction with a similar term as Yukon legislation concerning costs. Costs may be awarded. Despite the fact the Alberta Human Rights Act does not have a term addressing costs if there is misconduct, Alberta tribunals have only awarded costs where there is misconduct.

37. The Alberta and Yukon legislation is permissive in that the Panel "may" order costs. The Alberta tribunal has taken the position costs will not be awarded unless there is misconduct.

38. British Columbia, Ontario, and the federal human rights panels cannot, because of legislation or lack thereof, award costs except for misconduct.

39. This Board is not bound by parallel tribunals but has considered them.

40. This Board takes a similar position as Alberta tribunals.


41. There was no misconduct on behalf of the Respondent. The Board will not award costs.

Order

247. Having found the Respondent discriminated against the Complainant in the nonrenewal of the contract, and with the acknowledgement by the Respondent that the Respondent discriminated against the Complainant in the early termination of her contract, it is ordered that:

1. The Respondent shall pay to the Complainant \$35,000.00;
2. The Respondent shall pay to the Complainant three months' wages of \$19,738.88; and
3. Costs will not be awarded.

Whitehorse, Yukon, May 28, 2026



Chief Adjudicator Judith Hartling
Yukon Human Rights Panel of Adjudicators