

Publisher's Note

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Wrongful Dismissal

This three-volume national work provides a comprehensive treatment on the law of wrongful dismissal in Canada. Coverage includes: the contract of employment and employee status; types of dismissal and the “just cause” defence; damages and the duty to mitigate; related actions including actions tort, injunctive relief, and statutory actions; employee protections under the Canada Labour Code, tax considerations; the impact of statutes on the assessment of damages; practical considerations; charts of notice awards; and relevant legislation and concordance tables.

What's New in this Update

This release features an update to the case law and commentary of Chapter 2 (Status as an Employee), Chapter 3 (Dismissal), Chapter 4 (Damages), Chapter 6 (The Canada Labour Code), Chapter 9 (The Significance of Writing in Contracts), and Chapter 10 (Practical Considerations).

Caselaw Highlights

- **Damages — Damages for Mental Distress, Loss of Reputation, Punitive Damages, Aggravated Damages — Costs** — The BC Court of Appeal clarified that although an award of no costs is rare, it will be

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warranted where the amount recovered in Superior Court is less than the threshold of the Small Claims Court and where there is insufficient reason for bringing the matter before the Superior Court in the first place. *True v. Vedder Transport*, 2018 BCCA 463, 2018 CarswellBC 3251 (B.C. C.A.) See §4.58.

- **The Canada Labour Code** — The Adjudicator concluded that the complainant’s employment, which was subject to a term contract and was not automatically renewed, had not been terminated but had merely come to the end of its term, which meant that a complaint of unjust dismissal could not be substantiated as there had never been a dismissal. *Fontaine and White Buffalo Youth Inhalant Treatment Centre Inc., Re*, 2018 CarswellNat 5700 (Can. Adjud. (CLC Part III)) See §6.0.
- **The Significance of Writing in Contracts — Contracts for Defined Term** — A Newfoundland court clarified that, where a contract for a defined term is silent as to termination, then it is to be assessed as not providing a notice period, with the result that the employer must pay out the balance of the unexpired term of the contract. *Lawis v. Pro Cabinet Design Limited and Coastal Marine Limited*, 2018 CarswellNfld 376 (N.L. Prov. Ct.) See §9.7.
- **Practical Considerations — Summary Proceedings** — The Court determined that the assessment of damages attributable to reasonable notice is, in Alberta at least, a matter outside the master’s jurisdiction, and beyond the scope of the summary judgment rule. *Coffey v. Nine Energy Canada Inc.*, 2018 ABQB 898, 2018 CarswellAlta 2553 (Alta. Q.B.) See §10.7.