

**FORBES
CHOCHLA****Barristers
Solicitors**

OUR FILE NO.	503-1527
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Fax Transmittal Cover Sheet**Date:** October 2, 2017**Re:** Immigration Consultants of Canada Regulatory Council ats
Daniel Roukema

TO	FACSIMILE No.	TELEPHONE No.
Ryan Watkins Whitten & Lublin PC	416-644-5198	416-640-2667

Originals Sent By: Mail Courier Not Sent

FROM	FACSIMILE No.	TELEPHONE No.
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Suzanna Ammanati at 416-596-7724 ext. 233**Comments:** Please see attached.**Forbes Chochla LLP**

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Our File No. 503-1527

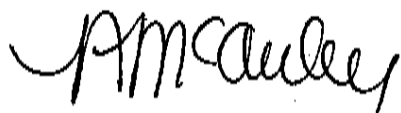
October 2, 2017

VIA FACSIMILERyan Watkins
Whitten & Lublin PC
141 Adelaide Street West
Suite 1100
Toronto, Ontario M5H 3L5

Dear Mr. Watkins:

**Re: Immigration Consultants of Canada Regulatory Council ats
Roukema**Please find enclosed our client's Statement of Defence served upon you pursuant to the *Rules of Civil Procedure*.

Thank you.

Yours very truly,
FORBES CHOCHLA LLP
Per:Nicole A. McAuley
NAM/sa

Enclosure: Statement of Defence

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Court File No. CV-17-581526

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DANIEL ROUKEMA

Plaintiff

-and-

IMMIGRATION CONSULTANTS OF CANADA REGULATORY COUNCIL

Defendant

STATEMENT OF DEFENCE

1. The defendant, Immigration Consultants of Canada Regulatory Council [hereinafter "ICCRC"], denies all allegations contained in the Statement of Claim unless specifically admitted to below.
2. ICCRC is the national regulatory body designated by the federal government to regulate Canadian immigration, citizenship and international student advising services. This includes overseeing and licensing the professions of Regulated Canadian Immigration Consultants and Regulated International Student Immigration Advisors.
3. In or around February 20, 2013; ICCRC hired the plaintiff, Daniel Roukema [the "plaintiff"], in the position of Director of Communications, reporting to the President and CEO.
4. The plaintiff's employment with ICCRC was subject to the terms and conditions of a written employment contract executed by the plaintiff. ICCRC pleads and relies upon the terms of that contract.
5. ICCRC states that in early April 2017, the plaintiff voluntarily resigned from his employment with ICCRC.

6. At that time, the plaintiff advised ICCRC that the reason for his resignation was because he had been offered a position with another regulatory body. He further stated that two existing provincial organizations were in the process of merging, and the plaintiff was to initially cover the communications function for both entities while they decided if they would remain separate or become one corporate entity.

7. The plaintiff advised that while his last day of being a formal employee of ICCRC would be May 4, 2017, he would vacate his office as of April 19, 2017 and use accrued vacation time, sick days, and personal days to cover the remaining period.

8. ICCRC states that the plaintiff received everything he was entitled to at the time of his resignation pursuant to the *Employment Standards Act, 2000*. In fact, he inadvertently received more paid vacation days than he was actually entitled to at that time.

Response to Allegations of Constructive Dismissal

9. ICCRC denies that it terminated the plaintiff's employment, constructively or otherwise. Indeed, the plaintiff voluntarily resigned from his employment with ICCRC, as he had found alternative employment.

10. ICCRC denies that it was responsible for a fundamental breach of the plaintiff's employment contract.

11. ICCRC denies that it discriminated against the plaintiff or treated him differently on the basis of race or any other protected ground of the *Ontario Human Rights Code*, as alleged or at all. ICCRC further denies that it was in any way motivated by prohibited grounds of discrimination.

12. ICCRC denies that the plaintiff was subject to harassment or a "poisoned work environment" and puts the plaintiff to the strict proof thereof.

13. ICCRC states that the plaintiff never made a complaint of harassment or discrimination in the workplace. Further, ICCRC was not aware of any issues of harassment or discrimination that allegedly occurred in the workplace while the plaintiff was employed with ICCRC. Had ICCRC been made aware of same, steps would have

been taken to have an independent investigation completed and to take all required action pending the results of same.

14. ICCRC states that all of its communications with the plaintiff were carried out in a professional, appropriate, and respectful manner.

Response to Allegations of Defamation

15. With respect to the allegations of defamation by board member Latifa El-Ghandouri ["Ms. El-Ghandouri"], ICCRC denies that Ms. El-Ghandouri made any such defamatory statements, as alleged or at all, and puts the plaintiff to the strict proof thereof.

16. In the alternative, ICCRC pleads that Ms. El-Ghandouri's statements were true in substance and fact, and that Ms. El Ghandouri believed those facts to be true and her comments were substantially true.

17. Further, or in the alternative, ICCRC pleads that Ms. El-Ghandouri's statements were clearly an expression of her opinion and were thus not capable of being defamatory.

18. ICCRC pleads and relies upon the defence of qualified privilege.

19. With respect to the allegations of defamation by former board member Ryan Dean ["Mr. Dean"], ICCRC denies that Mr. Dean made any such defamatory statements, as alleged or at all, and puts the plaintiff to the strict proof thereof.

20. In the alternative, ICCRC pleads that Mr. Dean did not make any reference to the plaintiff in his statements and that no one did or could have ascertained that it was the plaintiff to whom Mr. Dean was referring.

21. Further, or in the alternative, ICCRC pleads that Mr. Dean's statements were subject to parliamentary privilege, as all testimony before a parliamentary committee is subject to privilege. As such, ICCRC pleads the defence of absolute privilege.

22. Further, or in the alternative, ICCRC pleads that Mr. Dean's statements were facts and that Mr. Dean believed those facts to be true and his comments were substantially true.

23. Further, or in the alternative, ICCRC pleads that Mr. Dean's statements were clearly an expression of his opinion and were thus not capable of being defamatory.

24. ICCRC pleads and relies upon the defence of qualified privilege.

25. Further, ICCRC denies that the plaintiff has suffered special damages as a result of the alleged defamatory statements made by Ms. El-Ghandouri and/or Mr. Dean.

26. ICCRC denies that the alleged statements made by Ms. El-Ghandouri and/or Mr. Dean had any impact on the plaintiff's reputation or ability to find new employment after he resigned from ICCRC. ICCRC states that if the plaintiff's reputation and ability to find alternate employment was influenced and/or determined by:

- a. his employment history;
- b. the conditions of the employment marketplace at the material time; and,
- c. other facts which will be specified prior to trial.

Damages

27. ICCRC denies that the plaintiff has suffered damages as a result of its actions as alleged in the Statement of Claim, or otherwise.

28. In the alternative, if ICCRC did constructively terminate the plaintiff's employment, which is not admitted but explicitly denied, ICCRC states that the plaintiff's entitlement to pay in lieu of notice and benefits is limited to the *Employment Standards Act, 2000* minimums, pursuant to the terms and conditions of the plaintiff's employment contract.

29. In the alternative, ICCRC states that the damages claimed are excessive and remote and that the plaintiff has failed to mitigate same by, *inter alia*, failing to seek alternative comparable employment. Further particulars of the plaintiff's failure to mitigate will be provided prior to trial.

30. In the further alternative, ICCRC states that the plaintiff has mitigated any damages he may have suffered, which are not admitted but specifically denied, and therefore has no entitlement to damages.

31. ICCRC specifically denies that the plaintiff is entitled to aggravated, exemplary, or punitive damages.

32. ICCRC pleads and relies upon the following legislation and regulations thereunder, as amended from time to time, in defending the claims set out in the Statement of Claim:

- a. the *Courts of Justice Act*, R.S.O. 1990, c. C. 43;
- b. the *Employment Standards Act, 2000*, 2000, S.O. c. 41;
- c. the *Human Rights Code*, R.S.O. 1990, c. H.19;
- d. the *Libel and Slander Act*, R.S.O. 1990 c. L.12;
- e. the *Occupational Health and Safety Act*, R.S.O. 1990 C.; and,
- f. the *Excise Tax Act of Canada*, R.S.O. 1985, c.E. 15.

33. ICCRC requests that this action be dismissed with costs.

October 2, 2017

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Lawyers for the Plaintiff

RCP-E 18B (July 1, 2007)

DANIEL ROUKEMA
Plaintiff

-and- IMMIGRATION CONSULTANTS OF CANADA REGULATORY
COUNCIL
Defendant

Court File No. CV-17-581526

**ONTARIO
SUPERIOR COURT OF JUSTICE**
**PROCEEDING COMMENCED AT
TORONTO**

STATEMENT OF DEFENCE

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Lawyers for the Defendant,
Immigration Consultants of Canada Regulatory Council

File Number: 503-1527

RCP-E 4C (May 1, 2016)