CITATION : Haddadi et al. v. Soleimani et al., 2026 ONSC 3920
DIVISIONAL COURT FILE NO. 496/24
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SUPERIOR COURT OF JUSTICE – ONTARIO
DIVISIONAL COURT

RE: MOHAMMADALI HADDADI and SANAZ ABKAR ESFAHANI, Appellants

-and-

HOORI SOLEIMANI and UNIQUE IMMIGRATION AND LEGAL SERVICES, Respondents

BEFORE: Faieta J.

COUNSEL: Self-represented Appellants

Behrooz Shafiei, for the Respondents

HEARD: July 22, 2025

ENDORSEMENT

[1] The Appellants appeal from the Judgment of Deputy Judge J. Twohig of the Toronto Small Claims Court, dated June 11, 2024, to dismiss their claim against the Respondents. The Appellants ask this Court to set aside the decision, order a new trial before a different judge, or alternatively to grant judgment in favour of the Appellants and order reimbursement of all payments made to the Respondents, with costs.

Background

[2] The Appellants are spouses. Ms. Esfahani states that on September 16, 2015, she and her husband met in Iran with staff from Unique Immigration and Legal Services for the purpose of hiring them to obtain a Green Card from the United States' government for Mr. Haddadi so that the Appellants and their family could move from Iran to the United States. They agreed to pay a fee of $60,000 USD for their services. The contract was signed on September 24, 2015. Ms. Esfahani states that the Appellants eventually paid a total of $3,500 towards these fees and on October 13, 2016, the Respondents sent a copy of the contract to the Appellants. Ms. Esfahani states that Mr. Haddadi paid a total of $22,800 USD to the Respondents. In the Claim filed, the Appellants state that the last amount paid to the Respondents was the sum of $15,800 USD on October 18, 2016. They also allege that on December 7, 2016, and on May 27, 2017, the Respondents sent correspondence with questions to the Appellants in preparation for an interview with an American immigration agent and that those interviews did not occur.

[3] On December 5, 2017, the Respondents sent an email to the Appellant which states:

> Dear Clients. Considering the recent decision of the U.S. government as to placing a ban on Iranians travelling to the U.S., your cases will be affected. However, please note that this decision has not yet been finalized. Hoori Soleimani Immigration Services is continuously in contact with the relevant authorities in the U.S. and we are waiting to receive the latest development by U.S. lawyers in this regard. Our firm and all our colleagues are aware of your situation, and result assured we are doing our best to solve these issues. Please check your email regularly to receive the latest news.

[4] After receiving this email, Ms. Esfahani travelled to Canada on a visitor's permit to meet her daughter who was a student in Canada. Ms. Esfahani states that on that visit she met Ms. Soleimani's husband who told her that "we did not follow your case, and your case is done for us…without refundable other evidence…"

[5] Following the above encounter, in December 2019, the Appellants commenced this action in the Toronto Small Claims Court to recover the money that they paid to the Respondents given that the Appellants never received the U.S. visa that they sought.

[6] In their Claim, the Appellants allege:

> The implied and express terms of the retainer between the Plaintiffs and the Defendants required the Defendants to exercise care and skill to be expected of a reasonably competent paralegal in performing his duties pursuant to the retainer.
>
> Further, the defendants owed the plaintiffs a duty of care in tort to that effect.
>
> Further, the defendant agreed to exercise the care and skill to be expected of a reasonably competent immigration consultant in performing her duties to the retainer to ensure that the plaintiffs received competent representation during the course of the retainer. …
>
> The defendants were negligent and/or breached the contract as follows.
>
> (a) By failing to obtain or make efforts to obtain copies of the executed immigration application

(b) By failing to determine if in fact there were any executed interviews regarding the immigration application with the United States federal agents

(c) By failing to ensure that the plaintiffs were aware of their legal rights during the course of the actions

(d) By failing to explain to the plaintiff their obligation as and right pursuant to the immigration application

(e) By providing the plaintiffs with incorrect advice and information with respect to their obligations pursuant to the immigration application.

[7] The Appellants sought to recover the amounts that they paid to the Respondents. The Appellants agreed that the crux of their claim is the assertion that the Respondents, as immigration consultants, did not act in accordance with the standards normally expected of a reasonably competent immigration consultant.

[8] On June 11, 2024, the trial was held. The trial judge dismissed the Appellants' claim for the following reasons:

> The claim essentially alleges that immigration services were performed negligently, or by way of a breach of contract by the defendants. … [Mr. Haddadi] was seeking a visa to be able to enter the United States. From the documentary evidence that was filed, it would appear, not surprisingly, that the United States imposed an embargo on people coming from Iran. … Ms. Esfahani showed up today and she gave the only evidence.
>
> Mr. Hadadi did not testify. The primary reason being that apparently his English is not very good. On the Pre-Trial Memorandum there was no indication that the parties had bene told to get a translator, but clearly Mr. Hadadi could not testify unless he had a court approved translator. … The other difficulty is Ms. Esfahani had prepared, apparently, a very nice, neat Book of Document with tabs that was not readily available electronically. Ms. Esfahani had asked for a virtual trial; had the trial been in person, I would have had a paper copy of the file. …
>
> <u>There was no evidence presented of the standard of care expected of an immigration consultant. There was no specific breach of contract alleged other than a vague allegation that the visa was not obtained. …</u>

> I am encouraged, as are all deputy judges of the court, to dispense summary judgment. In these times, particularly post COVID, the court is severely backlogged, and we are encouraged to avoid delays and move cases along.
>
> At the conclusion of the plaintiff's evidence, Mr. Shafiei moved for non-suit, and it is these reasons that I am giving for that motion.
>
> <u>On the basis of the evidence that I have heard, and the testimony that was produced, I find that there is no credible basis to find there was negligence or breach of contract by the defendant, Soleimani, or Unique Immigration Services. As a result, the claim is dismissed with costs</u>. [Emphasis added.]

Standard of Review

[9] The Divisional Court has jurisdiction to hear an appeal from a final order of the Small Claims Court pursuant to s.31 of the *Courts of Justice Act,* R.S.O. 1990, c. C.43.

[10] The Supreme Court of Canada in *Housen v. Nikolaisen*, 2002 SCC 33, [2002] 2 S.C.R. 235, established that the appropriate standard of review for questions of law is a correctness standard; and questions of fact are reviewed on a palpable and overriding error standard. Questions of mixed fact and law fall on a spectrum: if the issues of fact and law cannot be separated, the palpable and overriding error standard applies. However, correctness applies if the question of law is extricable from the factual matrix.

Issues

[11] The Appellant raises several grounds of appeal related to the Judgement.

Interpreter

[12] The Appellants submit that "…the core issue on this appeal is the denial of the right to an interpreter, which severely prejudiced the Appellant's ability to understand the proceedings, testify and present their case". The Appellants submit that the trial judge erred in refusing to provide or permit the use of an interpreter, despite being informed that the main plaintiff did not speak or understand English and that both plaintiffs had requested interpretation services. The Appellants states that the trial judge excluded the Appellant from testifying.

[13] Relying on *R. v. Tran*, [1994] 2 S.C.R. 951 the Appellants submit:

> The right to an interpreter is fundamental to ensure meaningful participation in legal proceedings (Charter, s. 14, *R. v. Tran*, [1994] 2

> S.C.R. 951 (S.C.C.). The judge's refusal to provide interpretation deprived the Appellants of this right.

[14] This ground of appeal is dismissed for two reasons.

[15] First, there is no right to an interpreter in a civil case involving a purely private dispute. Section 14 of the Charter extends to criminal and quasi-criminal cases. It does not extend to civil cases involving purely private disputes. In civil cases involving a purely private dispute, if a party believes that they require an interpreter, then that party must arrange for, and pay for, their interpreter: *Royal Bank of Canada v. Welton*, [2009] O.J. No. 4205, at para. 9. Also see Rule 53.01(5) and 53.01(5) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, which, by analogy, govern proceedings in the Small Claims Court under Rule 1.03.1 of the *Rules of the Small Claims Court*, O. Reg. 258/98.

[16] Second, the Appellants did not ask for an adjournment in order to obtain a qualified interpreter so that Mr. Haddadi could testify. At the outset of the trial, Ms. Esfahani advised the Court that Mr. Haddadi, cannot speak English very well. The trial judge told Ms. Esfahani that she could not translate for Mr. Haddadi as she is not a qualified interpreter. When asked when she would plan to have a qualified interpreter, Ms. Esfahani did not ask for an adjournment for any amount of time in order to arrange for a qualified interpreter but instead responded that Mr. Haddadi would not testify.

[17] I note that the Respondents submit that s. 135.1 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 required the Appellants to request an interpreter in advance. No such provision exists.

Reasonable Apprehension of Bias

[18] The Appellants state that the trial judges,

> …remarks, exclusion of testimony, and dismissive attitude demonstrated bias and discrimination, infringing the Appellants' rights under section 15 of the Charter. The Appellants had no opportunity to fulfill their obligations, as the case itself was based on breach of contract, lies, deception and fraud and the respondent never gave any document(s) to the Appellant regarding their application or indicating a visa was ever issued to them.

No further particulars are specified regarding the circumstances that gave rise to a reasonable apprehension of bias from the perspective of the Appellants.

[19] The test for demonstrating a reasonable apprehension of bias was described as follows by McLachlin C.J. in *Cojocaru v. British Columbia Women's Hospital and Health Centre,* 2013 SCC 30, [2013] 2 S.C.R. 357, at para.22:

> The basic framework for assessing a claim that the judge failed to decide the case independently and impartially may be summarized as follows. The claim is procedural, focussing on whether the litigant's right to an impartial and independent trial of the issues has been violated. There is a presumption of judicial integrity and impartiality. It is a high presumption, not easily displaced. The onus is on the person challenging the judgment to rebut the presumption with cogent evidence showing that a reasonable person apprised of all the relevant circumstances would conclude that the judge failed to come to grips with the issues and decide them impartially and independently.

[20] Having reviewed the transcript of the trial, the Appellants' submission and all the circumstances, I find that the Appellants have not provided any cogent evidence that shows a reasonable apprehension of bias. The trial judge made no legal error in requiring that Mr. Haddadi's evidence be translated by a certified interpreter. The Appellants, not the Court, decided that Mr. Haddadi would not testify. They could have asked for an adjournment in order to make arrangements for a certified interpreter, but they did not make any such request. The allegation that the Appellants had not received the Respondents' trial book of documents was raised at the trial, but an adjournment was not sought. In any event, there was no consequence as the Respondents did not present evidence given that this claim was dismissed by way of a motion for non-suit following the Appellants' evidence and before the Respondents gave evidence. Contrary to the suggestion that the trial judge displayed a dismissive attitude, he repeatedly attempted to draw out the particulars of Ms. Esfahani's complaint and the reasons she was advancing the claim and why it should be granted. Further, the trial judge may have made some unnecessary remarks, such as "why would you want to go to the United States?". However, considering all the circumstances, I find that the trial judge's conduct did not raise a reasonable apprehension of bias.

Lack of Expert Evidence on the Standard of Care

[21] The Appellants suggest that the trial judge incorrectly focused on issues of competency rather than the actual subject of the dispute. There is no merit to this submission. The subject of the dispute was defined by the pleadings. The Appellants alleged that the Respondents' performance of their services did not meet the standard of care of a reasonable immigration consultant. The Appellants failed to lead any expert evidence on the standard of care in order to support the specific assertions made in their claim. This was a gap in their evidence which properly led to the dismissal of this claim. Unfortunately, although the claim had been prepared with the assistance of a paralegal or lawyer, the Appellants thereafter chose to represent themselves including at trial.

Procedural Fairness

[22] The Appellants allege that the trial was conducted hastily and without proper review of their documentary evidence. No particulars are provided. The Appellants sought a trial by videoconference but did not file their evidence electronically. The trial judge arranged for their book of documents to be received by the Registrar by email at the outset of the trial. The trial judge received the Appellants' documents and, amongst other things, referred to their Claim and the Retainer. The evidence portion of the trial appears to have ended at 11:28 a.m., and thus, a considerable part of the morning was spent receiving the Appellants' evidence. While the Appellants may have felt that their claim was dismissed hastily, it is clear that it was dismissed on the basis that they failed to provide essential expert evidence to show that the Respondents had failed to meet the standard of care expect of a competent immigration consultant as the Appellants had alleged.

Conclusions

[23] This appeal is dismissed.

[24] The Respondents seek costs of $7,500 on a full indemnity basis, an order requiring the Appellants to pay the outstanding costs of $4,500 ordered by the trial judge and a further $10,000 in damages for reputational and psychological harm.

[25] The Respondents provided non-existent authorities to support their response to the appeal and in respect of their claim for costs.

[26] For instance, the Respondents cite r. 61.09(1)(d) of the *Rules of Civil Procedure*, for the proposition that the court may award full indemnity costs where a proceeding is frivolous, vexatious, or pursued for collateral purposes. There is no such provision. Rule 61.09(1)(d) does not exist. Courts have discretion to award costs in a proceeding pursuant to s. 131(1) of the *Courts of Justice Act*.

[27] Further, the Respondents cited the case *Cimpan v. Koliniotis*, 2018 ONCA 95 for the proposition that full indemnity costs may be awarded where an appeal is pursued in bad faith or without merit, or where the appeal is an abuse of process. That case does not appear to exist. 2018 ONCA 95 is *Turtle Creek Landscape Inc. v. Summit Auto Brokers Inc*. There is no case with the style of cause "*Cimpan v. Koliniotis*" in CanLII, Westlaw, or Lexis.

[28] The award of costs is discretionary. There is no basis for elevated costs. Moreover, no costs of this appeal should be awarded in order to sanction the Respondents' apparent use of Generative AI, which resulted in their factum citing several provisions and caselaw that do not exist.

Faieta J.

Released: July 17, 2026