

## B.V. v. Ramanah, 2026 HRT0 1412

This decision forms part of Courtready.ca's Canadian AI-Hallucination Cases Database, which tracks Canadian legal decisions addressing fabricated citations and other misuse of artificial intelligence in legal submissions. Courtready.ca obtained this decision from the Canadian Legal Information Institute (CanLII).

FULL DATABASE

<https://courtready.ca/fictitious-citations-in-canadian-courts/>



## **Tribunals Ontario**

Human Rights Tribunal  
of Ontario

## **Tribunaux décisionnels Ontario**

Tribunal des droits de la personne  
de l'Ontario

**B E T W E E N:**

**B.V.**

**Applicant**

**-and-**

**Kalian Ramanah, XSDEALZ.COM (also known as XSDEALZ and XS Dealz),  
and Xtra Savings and Dealz Incorporated**

**Respondents**

## **DECISION**

---

**Adjudicator:** Cyndee Todgham Cherniak

**Date:** September 15, 2026

**File Number:** 2020-41206-I

**Citation:** 2026 HRT0 1412

**Indexed as:** **B.V. v. Ramanah**

---

**APPEARANCES**

|                                     |   |                             |
|-------------------------------------|---|-----------------------------|
| B.V., Applicant                     | ) |                             |
|                                     | ) | Jo-Ann Seamon, Vanessa      |
|                                     | ) | Rietta, Riel Bjerke-Clarke, |
|                                     | ) | Counsel                     |
|                                     | ) |                             |
| Kalian Ramanah, Respondent          | ) |                             |
|                                     | ) | Self-represented            |
|                                     | ) |                             |
| XSDEALZ.COM (also known as XSDEALZ  | ) |                             |
| and XS Dealz), and Xtra Savings and | ) | Kalian Ramanah,             |
| Dealz Incorporated, Respondents     | ) | Representative              |
|                                     | ) |                             |

## OVERVIEW

[1] B.V. is a young woman who responded to a job posting on Indeed.com for a part-time job as a retail associate at a clothing store known as XSDEALZ.COM, XSDEALZ, and XS Dealz. She was interviewed for the position on April 24, 2019, was hired on the spot, and was asked to start work immediately. On her first day of work, the personal respondent, Mr. Ramanah, was flirtatious with B.V. as she folded clothing within the retail store. He asked her to dance with him. He then asked for kisses and hugs. He then went into the back warehouse area and lay a blanket on the floor. He directed B.V. to join him in the warehouse area. In the warehouse area, he requested B.V. perform oral sex, which she did. He then initiated sexual intercourse.

[2] In the Application, B.V., alleges sexual solicitation and advances, sexual harassment, poisoned work environment, and discrimination with respect to employment because of sex, contrary to the *Human Rights Code*, R.S.O. 1990, c. H.19, as amended (the “Code”). B.V. alleges sexual assault in the workplace. She describes the person who hired her and allegedly sexually assaulted her as an “African Canadian man” with a shaved head.

[3] In a limited Response, Mr. Ramanah denies the allegations. He states that he is not “African Canadian”. Throughout the proceeding, he portrayed himself as the victim of misidentification. He said it wasn’t me but does not say much more. He took the position that B.V. was mistaken or was making false claims to get money from him. Although he maintained the position that he was misidentified throughout the entire proceeding, he made admissions against his interest during oral closing argument. These admissions ultimately resolved the issue of identity. Mr. Ramanah had interviewed B.V. He was the person against whom the allegations are made.

[4] Mr. Ramanah is the directing mind of both Xtra Savings and Dealz Incorporated (the “Original Organizational Respondent”) and XSDEALZ.COM (the “Second Organizational Respondent”). Because both entities participated in these proceedings and attorned to the Tribunal's jurisdiction, I refer to them collectively as the

"Organizational Respondent" except where it is necessary to distinguish between them. Throughout this Decision, I refer to Mr. Ramanah as the "Personal Respondent".

[5] A default merits hearing commenced on November 10, 2023, but was adjourned for a number of procedural reasons, including technical difficulties, the addition of XSDEALZ.COM as a respondent, and outstanding third-party disclosure requests. The respondents subsequently participated in the Tribunal's Zoom proceedings in a limited but engaged manner.

[6] A merits hearing that included the applicant and the respondents took place on October 7 and 8, 2025, December 3, 2025, and February 20, 2026. B.V. testified on her own behalf and called her mother, and a nurse, Ms. Michelle Bobala, as witnesses. B.V.'s witnesses testified in an order and manner such that they were not in the hearing room when the other testified. Mr. Ramanah did not file a witness statement and/or documents to be relied upon, and confirmed that he did not intend to testify at the merits hearing. Mr. Ramanah cross-examined B.V. and her witnesses. Both parties made oral closing submissions.

## **ISSUES IN DISPUTE**

[7] The issues in dispute are:

1. Did a respondent violate subsection 7(3)(a) of the *Code* by making a sexual solicitation or advance?
2. Did a respondent violate subsection 7(2) of the *Code* by engaging in sexual harassment in the workplace?
3. Did a respondent violate subsection 5(1) of the *Code* by creating a poisoned work environment?
4. If a respondent violated the *Code*, what is the appropriate remedy?

5. When imposing a remedy, should the Tribunal impose the remedy jointly and severally against a corporation and the Personal Respondent who is the directing mind of the corporation?

6. When imposing a remedy against a sole proprietorship, should the Tribunal impose the remedy jointly and severally against the business and the Personal Respondent who is the sole proprietor?

## RESULT

[8] The Application is granted because the Personal Respondent's actions violated sections 7(3)(a) of the *Code* (sexual solicitation and advances), subsection 7(2) of the *Code* (sexual harassment), and subsection 5(1) of the *Code* (poisoned work environment). Mr. Ramanah's actions were inappropriate and unacceptable in the workplace. What happened constitutes a serious abuse of the employment relationship by a person in a position of authority over a vulnerable newly hired employee. The fact that the sexual advances started within hours of B.V. being hired is particularly egregious. Accordingly, I award B.V. the sum of \$40,000.00 in compensation for injury to dignity, feelings, and self-respect. The respondents are jointly and severally liable for the award because Mr. Ramanah and the Organizational Respondent are indistinguishable from each other. I have also issued future compliance orders.

[9] This case is not a criminal proceeding. The issue before the Tribunal is not whether Mr. Ramanah committed a criminal offence under the *Criminal Code*, R.S.C. 1985, c. C-46 (the "*Criminal Code*"). It is not the Tribunal's role to determine criminal guilt. The police did not arrest or charge Mr. Ramanah and concluded that there was no reasonable prospect of conviction. However, the fact that Mr. Ramanah was not charged, arrested, or convicted does not necessarily mean that the events described by B.V. did not occur. The issue before the Tribunal is whether a respondent violated the applicant's rights under the *Code*. The *Code* is concerned with workplace equality and the misuse of power in employment relationships, not solely with conduct that may attract criminal liability. I accept without reservation that B.V. felt violated by Mr. Ramanah's actions.

## PRELIMINARY ISSUE

[10] A threshold issue throughout the proceedings was whether B.V. misidentified Mr. Ramanah as the person who hired her and with whom she had sexual relations. In the Application, B.V. described the person who she met on April 24, 2019, who hired her, and with whom she had sexual relations as an “African Canadian man with a shaved head”. Mr. Ramanah stated in an incomplete Response filed on July 15, 2022, that he does not meet that description in the Application. Based on visual observations that I made during the merits hearing, Mr. Ramanah is correct. He does not meet the description of an “African Canadian” man. He also did not have a shaved head at the time of the merits hearing. During the merits hearing, B.V. acknowledged that description in the Application was incorrect and testified that the person with whom she had sexual relations had “dark skin” and “dark hair that was split in the middle”.

[11] During cross-examination, B.V. explained that she had assumed Mr. Ramanah was African-Canadian because he had darker skin. She said that she did not know his cultural or racial background. During re-direct, B.V. identified Mr. Ramanah as the person who hired her and with whom she had sexual relations.

[12] I asked the parties to file case law and make oral closing submissions on the issue of identification/misidentification. I provided the parties with a number of case references, including *R. v. Bains*, 2008 ONCJ 689; *R. v. Lauzon*, 2017 ONCJ 937; *R. v. P.P.*, 2024 ONCJ 596; *R. v. Siddiq*, 2019 ONCJ 432; and *R. v. A.R.*, 2025 ONCJ 480, where the Ontario Court of Justice addressed the issue of identification of an alleged offender in situations of a brief encounter. The parties were asked to identify and bring any additional cases they wished the Tribunal to consider. The applicant filed *A.B. v. Henry*, 2025 BCSC 137; *F.H. v. McDougall*, 2008 SCC 53 (“*F.H.*”) and *Groeneveld v. Chopra*, 2024 ABKB 225. The respondents referred only to the case law that I provided to them.

[13] The issue of identification/misidentification resolved itself during the respondents’ oral closing submissions. After B.V.’s counsel had completed lengthy oral closing submissions, it was the respondents’ turn. Mr. Ramanah’s oral closing submissions

included statements of fact that can be described as his version of the events. After B.V.'s counsel raised objections, I allowed Mr. Ramanah to continue his oral closing submissions. I issued the following caution:

I do not want you to give me new facts being your version of what happened. But you are more than welcome to comment on the evidence you heard at the hearing ... and the documents you received. ... That being said, and I would like to be clear, ... if you make an admission against your own interest, I may consider that. ... If you say something that is an admission, I might consider that when making my decision.

[14] After I issued the caution, Mr. Ramanah made the following statements:

The respondent maintained professional conduct at all times. Adhered to workplace policies and acted promptly and reasonably when concerns were raised.

...

The applicant claimed that she was offered \$10 per hour cash, which would be below minimum wage at the time. That is incorrect. The Indeed ad that I had out the pay was about minimum wage, closer to \$15 an hour.

...

The respondent was consistently professional in his behaviour. The respondent maintained professional behaviour at all times.

...

The applicant was not at the store a very long time. She was never hired. This whole investigation really revolves around making money.

...

I am totally innocent of the allegations. Either someone is not telling the truth or they are mistaken. But I never had any sexual contact or suggested any sexual contact towards the applicant.

[15] Mr. Ramanah and I had the following exchange after he completed his oral closing submissions:

Adjudicator: I have just one question for you and it is just a clarification as to what you meant. You said that the respondent, which I am assuming is yourself, Mr. Ramanah. The respondent was professional in his behaviour at all times. Are you talking about this proceeding or are you talking about something else?

Mr. Ramanah: During the job interview.

[16] Based on the admissions that Mr. Ramanah, himself, made during the respondents' oral closing submissions, I am satisfied that Mr. Ramanah is the person who interviewed B.V. While B.V. identified Mr. Ramanah during her testimony, Mr. Ramanah's own confirmation that he interviewed B.V. removes any residual doubt. This was not a matter of misidentification; it was a matter of misdescription.

[17] While B.V. provided an inaccurate physical description of Mr. Ramanah in the Application, I do not find that discrepancy determinative. The admissions made by Mr. Ramanah establish that he was the individual who interviewed B.V. and interacted with her at the store on the day in question. Accordingly, I am satisfied that B.V. simply misdescribed certain physical characteristics of Mr. Ramanah and was not referring to a different individual altogether.

## **PROCEDURAL ISSUES**

[18] When B.V. filed the Application, she only named the Original Organizational Respondent. On March 7, 2022, I exercised my discretion pursuant to Rule 1.7(b) of the Tribunal's Rules of Procedure (the "Tribunal's Rules") to add Mr. Ramanah as a respondent after receiving oral submissions from B.V.'s counsel at a scheduled case

management conference call (“CMCC”). Mr. Ramanah had received notice of the CMCC and did not attend.

[19] The Original Organizational Respondent and Mr. Ramanah were subsequently found to be in default in an Interim Decision indexed as *B.V. v. Xtra Savings and Dealz Incorporated*, 2022 HRTO 1227 (“Interim Decision #1”).

[20] The Tribunal started a default merits hearing, which was adjourned for a number of reasons including adding the Second Organizational Respondent as another respondent. The Tribunal then took steps to ensure procedural fairness and re-delivered the Application to all of the respondents. When Mr. Ramanah filed a limited Response for the Second Organizational Respondent, the Tribunal accepted the Response and sought written submissions from the parties on whether the Tribunal should rescind Interim Decision #1. Over B.V.’s objections, the Tribunal issued an Interim Decision, indexed as *B.V. v. Ramanah*, 2024 HRTO 886 (“Interim Decision #2”) in which the Tribunal rescinded Interim Decision #1.

[21] After Interim Decision #2, the respondents were given every opportunity to participate fully in the Tribunal’s processes and the pre-hearing disclosure process started over, and all parties were permitted to file witness statements and documents to be relied upon before the merits hearing involving all the parties was scheduled.

[22] The respondents made a choice to limit their participation in the proceedings. They limited their pleadings by filing two incomplete Responses. They chose to not engage in or file pre-hearing disclosure by not filing a witness statement or documents to be relied upon. They chose to participate in the merits hearing to cross-examine B.V. and her witnesses but not present their own evidence of what happened. They chose to participate in oral closing argument.

[23] Parties may participate fully, partially, or not at all in the proceedings. But whatever path they choose, they must accept the procedural consequences that flow from that choice. Fairness guarantees opportunity, not insulation from the consequences

of deliberate litigation decisions. In the present case, I have no evidence from the respondents.

[24] Respondents often limit their participation in Tribunal proceedings because the applicant bears the onus of proving their allegations. When a respondent engages in this type of litigation strategy, they do so at their own peril. An applicant or an applicant's witness may not respond to cross-examination questions as the respondent expects or hopes. The applicant and his or her witnesses often convey their experiences and the facts as they remember them. When this happens and the respondent has not put forward their own witness(es), the Tribunal is left with the applicant's version of the events and no rebuttal evidence.

[25] In this case, I received B.V.'s witness statements, which were adopted by the witnesses before they testified. I received documentary evidence from B.V. This written evidence was provided to the respondents during the pre-hearing disclosure process and the respondents had sufficient time to consider their litigation strategy. At no time did the respondents write to the Tribunal to ask for a new opportunity to file a witness statement to rebut the written evidence submitted by B.V. and her witnesses.

[26] During the merits hearing, Mr. Ramanah was permitted to ask cross-examination questions, and he asked questions of each witness. B.V.'s counsel raised a few objections and rulings were issued. Where the questions were inappropriate or did not relate to relevant matters before the Tribunal, I instructed the witness to not answer the question and for Mr. Ramanah to move on to his next question. For example, when Mr. Ramanah pointed out that a police report had indicated that B.V. had said that she found the sex "enjoyable" and started to ask a question, I would not allow the question because it was not relevant to the issues before the Tribunal and I balanced the interests of the parties. While I was open minded as to evidence, when a personal respondent is the person conducting the cross-examination, the Tribunal must remain vigilant to ensure that the hearing room does not become an opportunity for re-victimization.

[27] Procedural issues arose in connection with oral closing submissions that need to be addressed in this Decision. When rulings were made in respect of oral closing submissions, I balanced the procedural fairness of the applicant and the respondents. I will address the following procedural rulings below:

- a. I did not accept the respondents' written submission in lieu of a book of authorities;
- b. I did not accept the respondents' second written submissions in lieu of a book of authorities; and
- c. I did not permit the respondents to give oral evidence after B.V.'s oral closing argument.

**(a) I did not accept the respondents' written submissions in lieu of a book of authorities**

[28] After the close of the evidentiary portion of the hearing and on the second hearing day, I gave the parties guidance on the filing of books of authorities for oral closing argument, which was to take place on an agreed upon continuation hearing day. Given the complexity of the case and the respondents were self-represented by a non-lawyer, I gave the parties guidance on the issues on which I wanted to receive case law and oral closing submissions. In addition to the issues set out above, some of the issues included: onus of proof, identification/misidentification, whether sole proprietorships were jointly and severally liable, whether the Tribunal can pierce a corporate veil, and what the Tribunal should do if a corporation ceased to exist.

[29] I informed the parties that the evidentiary portion of the hearing was closed. I stated:

The evidentiary portion of the hearing is closed. ... I will not accept late filed documents at this time. I will not accept written statements of evidence that you want the Tribunal to consider. We are at the stage of oral submissions, so closing arguments. I will not accept written oral closing arguments ahead of time.

[30] Mr. Ramanah asked me to clarify whether the parties were expected to file written closing submissions. I responded “[i]t does not have to be written up ahead of time. I am not asking for written submissions”.

[31] I issued an Endorsement on October 9, 2025 confirming the directions given at the merits hearing to not file written submissions to supplement oral closing argument. I also confirmed the agreed upon deadline for filing books of authorities was November 14, 2025.

[32] On November 17, 2025, the respondents sent the Tribunal and the applicant’s counsel short written submissions in a body of an email. Those written submissions contained a few case references. The respondents did not provide PDF copies of the cases mentioned in their written submissions as required.

[33] I did not accept the respondents’ written submissions for six reasons:

- a. Mr. Ramanah had asked during the second merits hearing day whether written submissions should be filed and was specifically told that written submissions should not be filed. The parties were told to file books of authorities and given specific instructions concerning the Tribunal’s expectations;
- b. By way of an Endorsement, I directed the parties to not file written submissions and the respondents ignored this direction;
- c. The applicant had followed the Tribunal’s direction to file a book of authorities. The applicant had previously asked to be permitted to file written submissions and did not do so in compliance with the Tribunal’s directions. The applicant would be prejudiced if I accepted the respondents’ written submissions in the circumstances;
- d. The respondents’ written submissions did not align with the evidence presented during the merits hearing. For example, the respondents’ written submissions stated that the applicant’s testimony contained conflicting accounts regarding the frequency of events, when it did not. B.V. had worked at the store

for only one day and the sexual encounter occurred on that one day. This alerted the Tribunal to the possibility that the respondents' written submissions had been generated using Artificial Intelligence ("AI");

e. The respondents' written submissions contained statements of fact, including statements against the respondents' interests. I had advised the respondents that the evidentiary portion of the hearing was closed and directed them to not include their version of the events in their oral closing submissions;

f. While the respondents had included 6 case references in their written submissions, most of the cases were hallucinated cases. For example, the respondents referred me to 4 cases that do not exist. The citation numbers provided are associated with different Tribunal decisions involving different named parties. In addition, the respondents referred me to *Harriott v. National Money Mart*, 2010 HRT0 353, but that case did not stand for the proposition presented in their written submissions; and

g. Since the respondent's written submissions and cases were AI generated and did not stand for the propositions presented, the respondents' written submissions were not applicable to the issues before the Tribunal and could not be relied upon due to the inaccuracies.

[34] The Tribunal permits parties to use AI. However, that permission comes with a warning. A party is responsible for the accuracy of submissions made to the Tribunal. See Tribunals Ontario's *Practice Direction on the Use of Artificial Intelligence (AI) in Tribunal Proceedings* (April 2025), which is publicly available on Tribunals Ontario's website.

[35] I note that if the respondents had followed my directions to provide PDF copies of the cases, Mr. Ramanah could have identified hallucinated citations in the information provided by AI. I cannot stress enough the importance of verifying citations and information when AI is used. Taking the time to check the information provided ensures that the cases presented to the Tribunal are not hallucinations and do exist, and that the Tribunal can consider the case law the party is relying upon.

[36] While I appreciate that the use of AI is assistive to self-represented parties who appear before the Tribunal and must discuss complex human rights concepts and case law, it must be used with caution. The party who files AI generated materials bears responsibility for what they file. Where hallucinated case references are provided, it undermines their oral or written submissions. It strikes at the integrity of the process itself because, depending on the extent to which hallucinated cases are used and incorrect statements of the law are presented, the Tribunal must reject the cases and submissions. This often leaves the party at a disadvantage of their own making.

[37] This Tribunal renders decisions based on law, not fiction. The integrity of the process requires, and accurate presentation of the evidence, authentic authorities, and submissions made in good faith. The rule of law demands nothing less.

[38] Since almost all of the respondents' cases in their written submissions were hallucinated cases, I determined that it would be fair, just, and expeditious to reject the respondents' written submissions in their entirety. I am satisfied that this procedural decision did not prejudice the respondents because I issued a separate ruling to allow both parties to refile their books of authorities.

[39] The present case was highly unusual in that both parties were given an opportunity to refile their books of authorities and supplement them with case law on the issue of identification/misidentification, which could have been a determinative issue. I ensured procedural fairness by explaining to both parties that they should refile their books of authorities. The parties agreed to a deadline for refiling their books of authorities and a new continuation hearing date for the parties to present their oral closing submissions.

[40] Before concluding the third merits hearing date, I addressed some of the problems in the written submissions that had been rejected and provided clear oral instructions to Mr. Ramanah so that the same mistakes would not be repeated. I told him to not include statements of fact in his oral closing submissions. I stated:

I want to make sure that I say this. Mr. Ramanah, you didn't testify ... In your closing argument, please be careful to not include what would be evidence. You can talk about the evidence that was presented by the witnesses who testified on the first day of the hearing. You can refer to documents that have been filed. But, you have to be careful not to say this is my version of the events and have some facts ... because you did not testify. I do not have evidence from you on the record. Does that make sense?

Mr. Ramanah confirmed that he understood the instructions that had been given.

[41] I confirmed that the parties may file cases but not written submissions. I stated:

Mr. Ramanah, you also get an opportunity to file cases. I don't want written submissions like the last time. I just need the cases. I do not want to run into the same scenario. ... Just submit the cases that you are going to be relying upon.

I again asked Mr. Ramanah if he understood my instructions and he said that he did. I gave him the opportunity to ask questions, and he did not have any questions.

[42] In addition, I instructed the parties regarding the filing of revised books of authorities. These instructions included the filing of PDF copies of the cases.

[43] After the third hearing date, I followed up with a written Endorsement dated December 29, 2025, to ensure the parties had my directions. In the Endorsement, I specifically included that "[t]he parties must not file any written submissions to supplement their oral closing submissions".

[44] In the December 29, 2025, Endorsement, I also gave specific directions regarding the use of AI. During the third hearing date where the respondents were present and could seek clarifications, the applicant's counsel requested that the Tribunal instruct Mr. Ramanah to not upload documents from the file that had been redacted pursuant to the Tribunal's confidentiality order and anonymization order. I granted the applicant's

request, and I explained to Mr. Ramanah what he could and could not do when using AI. The following restrictions were put into writing in the Endorsement:

2. The parties are prohibited from the uploading of the Application, the Reply, the applicant's witness statements, the applicant's Book of Documents, and other documents exchanged by the parties for the purposes of the proceedings to Artificial Intelligence engines or programs. This paragraph is a confidentiality order that covers these documents in the file and how they may be used. The purpose of this confidentiality order is to prevent the use of the documents from the file in AI search engines and AI learning.

3. The respondents are permitted to use Artificial Intelligence consistent with the Tribunal's Ontario Practice Direction on the Use of Artificial Intelligence (AI) in Tribunal Proceedings. [link to the practice direction removed].

[45] The restrictions on how the respondents could use AI was put in place pursuant to my authority in Rule 1.7(w) of the Tribunal's Rules. The Tribunal has broad authority to take any action the Tribunal determines is appropriate to provide for the fair, just, and expeditious resolution of any matter before it.

**(b) I did not accept the respondent's second written submissions in lieu of a book of authorities**

[46] Notwithstanding the clear directions to not file written submissions, not include the respondents' version of the events or statements of fact in their oral closing submissions, and to file books of authorities, the respondents refiled written submissions rather than a book of authorities that were inconsistent with my directions. The written submissions contained statements of fact, a summary of their oral closing submissions, and short case summaries of cases I had asked the parties to consider regarding the issue of identification/misidentification.

[47] At the start of the fourth merits hearing day reserved for oral closing submissions, I noted that the respondents had not followed my directions and asked for oral submissions on what I should do. I also asked the parties whether I should accept the

submissions pursuant to section 15 of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S. 22 (“SPPA”). Section 15 of the SPPA provides that subject to certain exceptions, a tribunal may admit as evidence at a hearing, whether or not given or proven under oath or affirmation or admissible as evidence in a court ... (b) any document or thing, relevant to the subject-matter of the proceeding and may act on such evidence.

[48] B.V.’s counsel acknowledged that there were three parts to the respondents’ written submissions. One part of the respondents’ written submissions was the list of cases provided by the Tribunal and the respondents’ summaries of these cases. The applicant took the position that I may accept the list of cases and the case summaries. Counsel stated B.V. would not be prejudiced by the repetition of the list of cases the Tribunal had provided to the parties and the summary of what the respondents viewed as important principles from those cases.

[49] The second part of the written submissions was a summary of the applicant’s evidence. B.V.’s counsel took the position that the Tribunal could accept those written submissions because there was no prejudice to B.V. and she could respond in her oral closing reply submissions.

[50] The third part of the written submissions included the respondents’ version of the events and written submissions. B.V.’s counsel strongly objected to the Tribunal accepting this part of the respondents’ written submissions. Counsel took the position that the respondents presented certain statements of fact that were not before the Tribunal because Mr. Ramanah did not testify in the proceedings. Counsel further argued that since Mr. Ramanah did not file a witness statement, the Tribunal should reject the written statements of fact pursuant to Rule 5.6 of the Tribunal’s Rules. Counsel argued that it would be procedurally unfair to the applicant for the Tribunal to accept the respondents statements of fact because they were not given the opportunity to cross-examine Mr. Ramanah. Counsel further argued that the evidentiary portion of the hearing was closed and the hearing is at the final stage after lengthy delays.

[51] B.V.'s counsel argued that the Tribunal should not accept the remaining written submissions for the same reasons the first written submissions were rejected. Counsel further argued that the Tribunal was clear at the third hearing day and in the December 29, 2025, Endorsement that written submissions should not be filed and the respondents had ignored the Tribunal's directions. Counsel argued that in order for the proceedings to be procedurally fair, they should also be given the opportunity to file post-hearing written submissions summarizing their argument if the Tribunal accepts the respondents' written submissions.

[52] B.V.'s counsel further argued that it would not be fair, just, and expeditious to adjust the hearing process at the late stage of the proceedings to account for the respondents' failure to follow directions.

[53] Mr. Ramanah was given the opportunity to make oral submissions in response. He explained that he filed written submissions because of "my lack of knowledge of procedure" and "I did not know that this was considered written submissions".

[54] I do not accept Mr. Ramanah's explanation because I am of the view that the Tribunal's oral and written directions were clear. Mr. Ramanah has not followed the Tribunal's directions in this proceeding on a number of occasions. I refused the respondents' written submissions in their entirety for the following reasons:

- a. For a second time the respondents ignored the Tribunal's direction to not file written submissions. The written submissions were filed after the issue had arisen at the third merits hearing day (discussed above) and Mr. Ramanah had participated in oral submissions about the first written submissions. I had explained again that written submissions were not permitted. I had issued a further Endorsement directing the parties to not file written submissions;
- b. The respondents' written submissions contained statements of fact, including statements against the respondents' interests. For example, the respondents admitted in their written submissions that "[t]he Applicant was engaged on a

limited and informal basis". I had advised the respondents to not include their version of the events in their oral closing submissions;

c. Rule 5.6 of the Tribunal's Rules provides that where a party fails to deliver material to another party (e.g., a witness statement) as required by the Tribunal's Rules (e.g., section 17), the Tribunal may refuse to consider the material. Mr. Ramanah did not participate in the pre-hearing disclosure process as required by Rules 16 and 17 of the Tribunal's Rules and specific Tribunal directions;

d. Rule 5.7 of the Tribunal's Rules provides that where a party seeks to present evidence or make submissions with respect to a fact or issue that was not raised in the Application, Response, Reply, or in the materials filed under Rule 16 or 17, the Tribunal may refuse to allow the party to present evidence or make submissions about the fact or issue unless satisfied that there would be no substantial prejudice and no undue delay to the proceedings. In the present case, the respondents' Response was limited to the issue of identification, and the new information went far beyond and was inconsistent with the Response;

e. The written submissions again did not align with the evidence presented during the merits hearing. It is clear that Mr. Ramanah again used AI and the written submissions presented an inaccurate presentation of the evidence;

f. I am of the view that Mr. Ramanah deliberately engaged in a pattern of conduct throughout the proceedings. While respondents may limit their participation, they cannot delay the process and try to create a tactical advantage of waiting until oral closing argument to respond to allegations they have known about since the Application was filed; and

g. I did not require the list of cases because the respondents merely repeated cases the Tribunal raised with the parties and many of the cases were included in the applicant's book of authorities. On further reflection after the respondents' oral closing submissions, the case law on the issue of identification/misidentification and the respondents' case summaries were no longer relevant because of Mr. Ramanah's admissions he had met B.V.

[55] Based on the foregoing reasons, I rejected the respondents' entire written closing submissions. In my view, he was not prejudiced by the rejection of his written submissions because he was permitted to make oral closing submissions and he read substantially from the written submissions.

**(c) I denied the respondents' request to give oral evidence after the applicant finished her oral closing submissions**

[56] After B.V.'s counsel had presented lengthy and comprehensive oral closing submissions, Mr. Ramanah asked to be permitted to provide oral testimony to respond to the allegations. I denied his request after receiving oral submissions from both parties.

[57] Mr. Ramanah's request must be put into context. At the start of the hearing date for oral closing argument and before B.V.'s counsel started her oral closing argument, Mr. Ramanah assured me that he was only going to refer to B.V.'s evidence during his oral closing submissions. This assurance was given by Mr. Ramanah when we were discussing his second AI generated written submissions. I asked Mr. Ramanah whether it was his "intention to refer to your version of the facts even though you haven't provided oral testimony" and reminded him that oral closing argument was not his opportunity to present his version of the facts. The assurance was provided in the following interaction:

Mr. Ramanah: It is not anything new I am bringing in ... It is what is already evidence in the case.

Adjudicator: Ok

Mr. Ramanah: It is the evidence the applicant's team supplied...

Adjudicator: Are you planning on saying she said this but I am now going to say this?

Mr. Ramanah: No, no. That's not what is going to happen.

[58] Based on Mr. Ramanah's assurances, B.V.'s counsel presented the applicant's oral closing submissions. However, when it was Mr. Ramanah's turn to present oral closing submissions, he started to present factual assertions of what he says happened that were not in the evidence before the Tribunal. He presented new facts and his version of his encounter with B.V.. B.V.'s counsel objected to Mr. Ramanah providing oral testimony intermixed with oral closing argument. B.V.'s counsel argued that I should not permit Mr. Ramanah to present his version of the events because she has not been given the opportunity to cross-examine him and if he was given the opportunity to testify, she should be given the opportunity to prepare in advance. B.V.'s counsel further argued that it would be prejudicial to B.V. to adjourn the hearing to reopen the evidentiary portion of the merits hearing. B.V.'s counsel further argued that I had more than once directed Mr. Ramanah to not include his version of the events in his oral closing argument and I should enforce my own directions.

[59] Mr. Ramanah responded that he wanted to provide his version of the events. He expected the Tribunal to let him testify without giving B.V.'s counsel time to prepare a cross-examination.

[60] I denied the request pursuant to Rules 5.7, 1.7(n), and (w) of the Tribunal's Rules because it would not be fair, just, and expeditious to stop oral closing argument after B.V. had presented her case and re-open the evidentiary portion of the hearing at this late stage of the proceeding.

[61] The concern is not the respondents' decision to participate on a limited basis. Parties may choose their own litigation strategy. The concern is that after electing not to deliver witness statements, not to disclose documents, and not to adduce evidence during the evidentiary portion of the hearing, the respondents repeatedly attempted to place their version of events before the Tribunal through written submissions and oral closing argument. Such efforts undermine the orderly conduct of the hearing and, if permitted, would deprive the applicant of the opportunity to test that evidence through cross-examination.

[62] The Tribunal must be vigilant when attempts are made to introduce new factual defences during cross-examination or closing submissions in proceedings involving allegations of sexual solicitation and sexual harassment. Such practices risk transforming the hearing process into a mechanism through which an applicant is required to repeatedly respond to new versions of events without the procedural protections ordinarily associated with the presentation of evidence. The Tribunal must guard against this risk while preserving the respondents' full right to answer the case against them through proper procedural channels.

[63] I do not find that every instance of non-compliance was motivated by bad faith. However, intention is not determinative. The cumulative effect of the respondents' conduct would have been to permit unsworn, undisclosed and untested factual assertions to enter the record after the close of evidence. Such a result would have been procedurally unfair to the applicant and inconsistent with the orderly adjudication of the proceeding. I exercised my authority to prevent misuse of the Tribunal's process and to preserve the fairness and integrity of the hearing.

[64] The Tribunal's role is not only to ensure procedural fairness to respondents but also to ensure that parties and witnesses are treated with dignity and that the hearing process is not used in a manner that is abusive, oppressive or inconsistent with the fair adjudication of the issues before the Tribunal. These considerations informed my exercise of discretion.

[65] In my view, my decision to not re-open the evidentiary portion of the hearing did not prejudice Mr. Ramanah because I permitted him to read his oral closing submissions. He was asked a number of times whether he had anything else that he would like to say in his oral closing submissions. When he read his oral closing submissions, he made factual admissions. I listened to what he said. B.V.'s counsel was permitted to address these matters in B.V.'s oral reply submissions.

[66] In the circumstances, I determined that reopening the evidentiary record at that stage would not have been fair, just or expeditious. I denied Mr. Ramanah's request to

re-open the evidentiary portion of hearing, be permitted to testify, and to come back on another day to make oral closing submissions.

## **ANALYSIS**

### **Introductory Comments**

[67] These reasons set out only the facts, evidence, and submissions that I consider necessary to decide the issues properly before me. While portions of the evidence were challenged at the hearing, I do not summarize the full evidentiary record and/or arguments presented. I have considered all the evidence and all the submissions, whether or not they are expressly referred to in these reasons.

[68] The Tribunal is not required to address all evidence and every submission, provided that its reasons are sufficient to explain the basis for its decision. See *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019, SCC 65 (“Vavilov”) at paragraphs 127-128; *Clifford v. Ontario (Attorney General)*, 2009 ONCA 670 (“Clifford”) at paragraph 40; and *Senat v. Canada (Public Safety and Emergency Preparedness)*, 2020 FC 353 (“Senat”) at paragraph 34.

### **Brief Facts**

[69] B.V. was 23 years old when the events at issue in the Application occurred. She immigrated to Canada when she was 15 years old. While the Application is not in respect of her first job, she was just starting out in the workforce. She wanted to work part-time while studying at Humber College.

[70] Xtra Savings and Dealz Incorporated was a federally incorporated corporation. It was dissolved on November 6, 2022, for non-compliance. Mr. Ramanah is listed as the only director, and his home address was the company head office address.

[71] XSDEALZ.COM is also known as XSDEALZ and XS Dealz. The Ontario Profile Report shows that it is a sole proprietorship and that Mr. Ramanah is the sole proprietor. It opened a new retail location at 986 Bloor Street, Toronto. While it was registered on or

about February 14, 2023, Mr. Ramanah used the name XSDEALZ.COM and XSDEALZ before that date.

[72] B.V. saw a job posting for a part-time retail associate on Indeed.com. The job posting was posted by XSDEALZ.com. On April 23, 2019, B.V. applied for the job. On that same day, “Kal Ramanah” sent a response to contact his cell. The cell phone number provided matched Mr. Ramanah’s telephone number. The email address was connected to an Indeed Canada Corp. account. Indeed Canada Corp. confirmed after the Tribunal issued a Third-Party Production Order, indexed as *B.V. v. Xtra Savings and Dealz*, 2023 HRTO 1531 that (1) the account related to the job posting belonged to “Kal (Kalian) Ramanah” and (2) the employer was “Xtra Savings and Dealz Incorporated”. Indeed Canada Corp. also provided an email address associated with the account and a telephone number. The telephone number and email address matched the contact information for Mr. Ramanah.

[73] B.V. testified that she called Mr. Ramanah’s phone number, he answered, and asked her to come to the store location at 40 Ronson Drive, Etobicoke, Ontario the next day for an interview. Mr. Ramanah did not challenge this testimony during cross-examination.

[74] B.V. testified that on April 24, 2019, she went to the store for the interview and Mr. Ramanah hired her on the spot after reviewing her resume. Mr. Ramanah did not challenge this testimony during cross-examination.

[75] B.V. testified that after some orientation, she started work by folding clothes. B.V. testified that it did not look like the retail store had been open for long and the clothing inventory needed to be arranged on the store racks, shelves, and tables. Mr. Ramanah did not challenge this testimony.

[76] B.V. testified that the store was not busy. When no customers were in the store, Mr. Ramanah asked her to dance to the music playing in the store. B.V. testified that Mr. Ramanah started to hug and kiss her. She said he then directed her to go into the back

of the store (the warehouse/storeroom) where he had laid a blanket on the floor in a corner. She testified that he directed her to perform oral sex on him and he initiated sexual intercourse. She said she hit her head during the encounter. I accept this testimony.

[77] B.V. testified that she was sexually assaulted. Whether the events she described would meet the legal definition of sexual assault is not an issue that I need to determine in this Application. The Tribunal's task is to determine whether a respondent, by their actions, violated the *Code*. For that purpose, I focus on the underlying facts established by the evidence rather than on whether the conduct should be characterized as a sexual assault. The parties provided no case law or oral closing submissions directed to that issue, and it is unnecessary for me to decide it.

[78] B.V. testified that she did not want to dance with Mr. Ramanah, did not want to reciprocate his kissing and hugging, and did not want to perform oral sex or engage in sexual intercourse. She explained her decision to go to the warehouse by stating: "I felt I had to go with him, that I did not have a choice." I accept her evidence that she felt "violated", "humiliated", "vulnerable", and afraid that he would hurt her.

[79] B.V. testified that after their sexual encounter, she was lightheaded because she had not eaten anything, and Mr. Ramanah went to get some food. At this time, she called her mother who was not able to pick her up. B.V. took the bus home and did not wait for Mr. Ramanah to return. I accept her testimony.

[80] When B.V. told her mother that she had unprotected sex with the person who hired her, her mother and sister took her to Women's College Hospital so that she could be tested for sexually transmitted diseases and get medications.

[81] B.V. received health care at Women's College Hospital. The nurse who treated B.V. was Ms. Bobala. She performed a "rape kit". That "rape kit" was later misplaced and was not available for DNA testing.

[82] B.V. did not return to work the next day.

[83] B.V. went to the police approximately two weeks later. The police did not pursue charges against Mr. Ramanah.

### **Relevant Legal Provisions**

[84] The following provisions of the *Code* apply to this case:

#### **Employment**

5. (1) Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

#### **Sexual harassment**

#### **Harassment because of sex in workplaces**

7. (2) Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee.

#### **Sexual solicitation by a person in position to confer benefit, etc.**

7. (3) Every person has a right to be free from,

(a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.

#### **Definitions**

10. (1) “harassment” means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

## Burden of Proof

[85] B.V. took the position even though she was making allegations of sexual assault, the Tribunal must apply the civil law standard of “on a balance of probabilities”. Counsel submitted that I should not apply the higher criminal burden of proof, being beyond a reasonable doubt, that is applied in criminal trials. Counsel submitted that the nature and scope of human rights hearings before this Tribunal are significantly different than a criminal trial. B.V.’s counsel referred me to *E.K. v. 2379458 Ontario Ltd.*, 2017 HRTO 1010 (“E.K.”) at paragraph 13.

[86] The respondents did not present any oral closing submissions and did not submit any case law for me to consider on the issue of burden of proof.

[87] I agree with the applicant. The Supreme Court of Canada has confirmed that there is only one civil standard of proof, namely proof on a balance of probabilities. See. *F.H. v. McDougall*, 2008 SCC 53 (“F.H.”), at paragraph 40.

[88] The fact that the police elected not to lay charges against Mr. Ramanah does not alter that standard. Nor does the seriousness of the allegation itself require the Tribunal to apply the criminal standard of proof beyond a reasonable doubt. Human rights proceedings and criminal proceedings serve different purposes and apply different standards of proof.

[89] The standard of proof is not a sliding scale. The issue is not whether the allegation is serious, but whether the evidence demonstrates that it is more likely than not that the alleged events occurred. The Tribunal's task is to assess the reliability and consistency of the evidence, reconcile conflicts where possible, and determine which account is more probable in light of the evidentiary record as a whole. The allegation of sexual assault is undoubtedly serious, but that seriousness does not raise the applicable standard of proof.

## **Onus**

[90] The applicant bears the onus of proving, on a balance of probabilities, that a violation of the *Code* has occurred. A balance of probabilities means that it is more likely than not that a violation has occurred. The Tribunal needs the applicant to provide clear, convincing, and cogent evidence in order to satisfy the balance of probabilities test. See *F.H.*, above, at paragraph 46.

## **Credibility and Reliability Analysis**

[91] B.V., her mother, and Ms. Bobala were credible and reliable witnesses.

[92] Credibility and reliability are different. Credibility is about whether a witness is testifying honestly. Reliability is about whether the witness is testifying accurately. See *R. v. Morrissey*, 1995 CanLII 3498 (ON CA) ("*Morrissey*").

[93] Reliability engages consideration of the witnesses' ability to accurately observe, recall, and recount events in issue. See *R. v. G.F.*, 2021 SCC 20 at paragraph 82. See also *R. v. H.C.*, 2009 ONCA 56 at paragraph 41.

[94] Evidence that is not believed cannot be relied upon. However, a witness who is honest may nevertheless be mistaken and give unreliable evidence. See *Morrissey*, above.

[95] In assessing the credibility of each witness, I applied the traditional test, namely, whether the alleged facts were in "harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions". See *Faryna v. Chorny*, 1951 CanLII 252 (BC CA), [1952] 2 DLR 354 at page 357.

[96] Simply put, I considered whether each witness' evidence made sense in light of all the circumstances and whether it was consistent with what a reasonable and informed person would regard as believable in those circumstances.

**Issue 1: Did a respondent breach paragraph 7(3)(a) of the *Code*?**

[97] Paragraph 7(3)(a) of the *Code* provides that every person has a right to be free from, a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.

[98] B.V. testified that Mr. Ramanah hired her. Mr. Ramanah asserted in his oral closing argument that while he met B.V., she was not hired. This assertion was not evidence before me because he was not under oath and the statement was made during oral closing argument. Therefore, I have uncontested testimony that Mr. Ramanah hired B.V. I accept B.V.'s testimony as credible and reliable. Accordingly, I find that Mr. Ramanah was a person in a position of authority over B.V. who was in a position to confer, grant or deny a benefit or advancement and who, in fact, hired B.V.

[99] B.V. testified that Mr. Ramanah initiated dancing, hugging, kissing, oral sex, and sexual intercourse in the workplace on her first day of work. I accept B.V.'s testimony as credible and reliable. While Mr. Ramanah asserted in his oral closing argument that he did not have sexual contact with B.V., this assertion was not evidence before me because he was not under oath. I therefore find, on a balance of probabilities, that these events occurred.

[100] I find that Mr. Ramanah's conduct constituted sexual solicitations and advances within the meaning of paragraph 7(3)(a) of the *Code*. The conduct included initiating physical intimacy, hugging, kissing, oral sex, and sexual intercourse with a newly hired employee during her first day of work. In the circumstances, I find that Mr. Ramanah knew or ought reasonably to have known that the conduct was unwelcome. The conduct occurred in the context of a significant power imbalance between a person who had the authority to hire and retain an employee and a worker who had only just commenced employment. A reasonable person in Mr. Ramanah's position would have known that initiating sexual activity with a newly hired employee in the workplace was inappropriate and it could not be assumed to be welcome merely because the employee did not

immediately object or leave the workplace. Accordingly, I find that Mr. Ramanah violated paragraph 7(3)(a) of the *Code*.

**Issue 2: Has B.V. proved sexual harassment?**

[101] Subsection 7(2) of the *Code* sets out the prohibition of sexual harassment in the workplace. It provides that every person has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee.

[102] Sexual harassment is well established in Canadian law as an abuse of power. In *Janzen v. Platy Enterprises Ltd.*, 1989 CanLII 97 (SCC) at paragraph 56, the Supreme Court held:

(...) sexual harassment in the workplace may be broadly defined as unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences for the victims of the harassment. It is (...) an abuse of power. When sexual harassment occurs in the workplace, it is an abuse of both economic and sexual power. Sexual harassment is a demeaning practice, one that constitutes a profound affront to the dignity of the employees forced to endure it. By requiring an employee to contend with unwelcome sexual actions or explicit sexual demands, sexual harassment in the workplace attacks the dignity and self-respect of the victim both as an employee and as a human being.

[103] Sexual harassment in the workplace covers a range of inappropriate conduct from overt gender-based activity, such as coerced intercourse to unsolicited physical contact to persistent propositions to more subtle conduct such as gender-based insults and taunting, which may reasonably be perceived to create a negative psychological and emotional work environment. See *Bell v. Ladas (1980)*, 1980 CanLII 3899 (ON HRT), 1 C.H.R.R. D/155 (Ont. Bd. Inq.) at paragraph 7,

[104] When considering allegations of sexual harassment, the Tribunal must carefully analyze each discrete allegation separately and must consider collectively whether the sum of the allegations constitute a pattern of sexual harassment. The Tribunal has said that the “forest should not be lost in the scrutiny of the trees”. See *Tonn v. The Curtis Goddard Team*, 2020 HRT0 804, at paragraph 206.

[105] In order to establish a case of sexual harassment, the onus is on the applicant to prove, on a balance of probabilities, that (1) the individual respondent was her/his/their employer, her/his/their employer’s agent, or another employee; (2) the individual respondent harassed her/him/them by engaging in a course of vexatious comment or conduct towards her/him/them that was known or ought reasonably to have been known to be unwelcomed; (3) the individual respondent harassed her/him/them in the workplace, and (4) the individual respondent harassed her/him/them because of her/his/their sex. See, subsections 7(2) and 10(1) of the *Code*.

[106] The meaning of the first and third prongs of this test are self-evident.

[107] With respect to the second part of the test, there is an objective standard to determine whether the individual respondent ought reasonably to have known that their impugned behavior towards the applicant was unwelcomed. The question is whether a reasonable person in the respondent’s circumstances would have known the conduct was unwelcome, viewed in light of the surrounding circumstances and the complainant’s situation. See, *Ghosh v. Domglas Inc.* (No. 2) (1992), 1992 CanLII 14247 (ON HRT), 17 C.H.R.R. D/216 (Ont. Bd. Inq.) at paragraphs 43-48. Moreover, a reasonable person in this context would, in my view, be a person who does not rely on gender stereotypes and understands what sexual harassment is.

[108] With respect to the fourth part of the test, the very nature of the sexual harassment can be sufficient to establish that the sex of the applicant was a factor in the adverse treatment. See *Friedmann v. MacGarvie*, 2012 BCCA 445 (CanLII) at paragraphs 31-32.

(a) *Mr. Ramanah hired B.V. and was her employer*

[109] I have found above that Mr. Ramanah hired B.V. and he was her supervisor. He was also the director and operating mind of both of the Organizational Respondents. While it is unclear from the Indeed.com advertisement whether the employer was the Original Organizational Respondent or the Second Organizational Respondent or both, Mr. Ramanah is the directing mind of both businesses. He admitted that he interviewed B.V.

[110] The Tribunal has consistently taken a broad approach to interpreting the phrase “with respect to employment” in section 5 of the *Code*. See *Ellis v. Icon Property Management*, 2018 HRTO 405 at paragraph 18.

[111] In the present case, B.V. testified that Mr. Ramanah hired her on the spot and she was offered \$10 cash per hour. She testified that she started work immediately. She described the inside of the store in response to a Tribunal question. She testified that she started folding clothes and put clothes out on the racks, shelves, and tables in the store. I accept B.V.’s testimony as credible and reliable. I have no evidence from Mr. Ramanah to dispute B. V’s version of the events that she was hired.

[112] While there is no typical paperwork that evidences an employment relationship, such as an employment contract or employment letter, a work schedule, or a pay stub, I find that this is not determinative in a case of a newly hired employee, such as B.V.. Based on the evidence before me, B.V. was hired, the sexual relations took place on the first day and she did not go back. Further, based on B.V.’s evidence, Mr. Ramanah offered \$10 cash per hour and this suggests she was going to be paid “off the books”. I am satisfied that B.V. was hired even though there is no paperwork.

[113] Since Mr. Ramanah hired B.V., the first part of the test for sexual harassment is satisfied.

(b) *Mr. Ramanah harassed B.V. by engaging in conduct towards her that was known or ought reasonably to have been known to be unwelcomed*

[114] I have found above that Mr. Ramanah's conduct included initiating physical intimacy, hugging, kissing, oral sex, and sexual intercourse with a newly hired employee during her first day of work. I also found that Mr. Ramanah knew or ought reasonably to have known that his conduct would be unwelcome.

[115] A superior or supervisor pursuing a sexual encounter with a newly hired employee is wrong. It is sexual harassment because it involves an abuse of an unequal power relationship. The responsibility is on the superior or supervisor.

[116] This principle is consistent with the Tribunal's decision in *Cucliari v. Teleefficiency Corporation*, 2006 HRTO 7 at paragraphs 226-227, where the Tribunal held:

[226] The delicacy of a superior or supervisor pursuing a sexual interest in an employee requires little explanation or elaboration. As set out in *Janzen v. Platy* and as consistently emphasized in the authorities in this area, sexual harassment in employment involves the abuse of an unequal power relationship. In my view, because of this power imbalance, it is necessary for a superior or supervisor to constantly ensure that, when pursuing an interest in an employee, there is no misunderstanding between them. (See generally the discussion in *Bannister v. General Motors of Canada Limited* (1998), 1998 CanLII 7151 (ONCA), 40 O.R. (3d) 577 (C.A.)). In my view, pursuing a probationary employee suggests even greater vigilance. In my opinion, the greater responsibility rests on the superior or supervisor, and not the employee.

[227] Thus, while many cases involving sexual harassment involve clear expressions of disinterest by a person being pursued, as has been seen in the authorities (for example *Rubio* cited earlier) displeasure and disagreement can be voiced in other ways. Furthermore, because of the nature of the relationship it is not enough to rely on acquiescence as a foundation for acceptance. More

proactive and dutiful steps must be taken when a superior or supervisor is pursuing an employee, whether probationary or otherwise.

[117] Accordingly, I am satisfied that the second part of the test for sexual harassment is satisfied.

(c) *Mr. Ramanah harassed B.V. in the workplace*

[118] Based on the uncontested testimony of B.V., the events occurred at 40 Ronson Drive, which was the workplace. I accept this testimony. Accordingly, the third part of the test for sexual harassment is satisfied.

(d) *Mr. Ramanah harassed B.V. because of her sex*

[119] I am satisfied that Mr. Ramanah sexually harassed B.V. because she is a woman. This is consistent with the position that Tribunal has previously taken that the very nature of sexually harassment is sufficient to establish that the sex of the applicant was a factor in the adverse treatment. See *Friedmann v MacGarvie*, 2012 BCCA 445 at paragraphs 31-32 and *Vipond v. Ben Wicks Pub and Bistro*, 2013 HRTO 695, where the Tribunal states at para. 27:

... the nature of the individual respondent's sexual harassment of the applicant was directly related to the fact that she is a woman. The individual respondent made sexual advances towards the applicant and treated her as a sex object in the workplace, which, in effect was a devaluation of her status as a worker because she is a woman.

[120] Accordingly, I am satisfied that the fourth and final part of the test for sexual harassment is satisfied.

[121] Based on the foregoing findings, I find that B.V. has proved on a balance of probabilities that Mr. Ramanah violated subsection 7(2) of the *Code*. He engaged in sexual harassment of B.V. in the workplace. The fact that the conduct included physical sexual activity does not remove it from the scope of sexual harassment. Where a

supervisor initiates sexual contact with a newly hired employee in circumstances of clear workplace power imbalance, the conduct constitutes sexual harassment because it reflects the misuse of supervisory authority and undermines the employee's dignity and equality in employment.

**Issue 3: Has B.V. established a poisoned work environment?**

[122] B.V. took the position that the actions of Mr. Ramanah created a poisoned work environment because of her sex/gender contrary to section 5(1) of the *Code*. She testified that she did not want to return to work because of Mr. Ramanah's conduct on her first day. She argued that what happened went to the core of her dignity as a woman and her sexual integrity.

[123] Under the Tribunal's jurisprudence, a poisoned work environment is a form of discrimination, by essentially making it a term or condition of a person's employment that they must endure a poisoned environment, which is protected under subsection 5(1) of the *Code*. However, the *Code* only protects against discrimination if that conduct is "because of" or can be linked to a protected-*Code* ground. See *George v. 1735475 Ontario Limited*, 2017 HRTO 761 ("*George*") at paragraphs 52 and 61, and *Taucar v. University of Western Ontario*, 2015 HRTO 257 at paragraph 14.

[124] It is well-settled law that the prohibition against discrimination in employment under the *Code* affords employees the right to be free from a poisoned work environment. Human rights jurisprudence has long accepted that the "emotional and psychological circumstances in the workplace" which underlie the work atmosphere constitute part of the terms and conditions of employment. See *Smith v. Menzies Chrysler*, 2009 HRTO 1936 at paragraph 151.

[125] The term "poisoned work environment" is not defined in the *Code*.

[126] To establish a poisoned work environment, there must be sufficient evidence that, to the objective reasonable bystander, would support the conclusion that a poisoned work environment had been created. See *General Motors of Canada Limited v.*

*Johnson*, 2013 ONCA 502 at paragraphs 66-67, and *Crêpe It Up! v. Hamilton*, 2014 ONSC 6721 (“*Crêpe It Up!*”).

[127] The Tribunal has held that “[a] poisoned work environment” refers to harassing or discriminatory comments or conduct that extends to create an overall impact on the workplace that is intolerable, hostile, negative for the employee and is a condition of employment.” See *AB v. 2096115 Ontario Inc. c.o.b. as Cooksville Hyundai*, 2020 HRTO 499, at paragraph 125.

[128] A poisoned work environment will be found in two circumstances:

- (1) if there has been a particularly egregious, stand-alone incident, or
- (2) if there has been serious wrongful behaviour sufficient to create a hostile or intolerable work environment that is persistent or repeated.

In determining whether or not a poisoned work environment exists, the relevant factors include: the number of comments or incidents; their nature; their seriousness; and whether taken together, it had become a condition of the applicant’s employment that she or he must endure discriminatory conduct and comments. See *George*, above, at paragraphs 57-58.

[129] Except for particularly egregious, stand-alone incidents, a poisoned workplace is not created, as a matter of law, unless serious wrongful behaviour sufficient to create a hostile or intolerable work environment is persistent or repeated. See *Bobb v. Alberta (Human Rights and Citizenship Commission)*, 2004 ABQB 733 at paragraphs 85-87; *Crêpe It Up!*; and *George*, at paragraphs 57-58.

[130] This is one of the exceptional cases where a single incident is sufficiently serious to create a poisoned work environment. The conduct was not merely inappropriate workplace behaviour. It involved inappropriate sexual conduct initiated by the directing mind and supervisor of the business toward a newly hired employee during her first day of work.

[131] Based on the totality of B.V.'s evidence, I find that she has established that her work environment was poisoned. In my view, an objective and reasonable bystander would consider the actions of Mr. Ramanah were sufficient to make working there intolerable. On her first day of work, Mr. Ramanah flirted with B.V., which led to dancing, kissing, hugging, oral sex, and sexual intercourse. Any reasonable bystander would consider Mr. Ramanah's actions to have been utterly inappropriate. Any reasonable bystander would conclude that the conduct fundamentally undermined B.V.'s ability to work in the workplace and created an environment that was hostile and intolerable. I find that B.V. reasonably concluded that the work environment was intolerable and that she could not be expected to return to work in those circumstances.

#### **Issue 4: What is the appropriate remedy?**

[132] Since B.V. has established that a respondent violated the *Code*, I must decide the appropriate remedy for the violations based on the circumstances of this case.

[133] B.V. has requested the following remedy for all of her claims:

- a. Monetary compensation in the amount of \$100,000 as general damages for injury to dignity, feelings, and self-respect;
- b. Special damages for lost wages in the amount of \$12,800.00;
- c. Pre- and post-judgement interest on amounts awarded;
- d. An order requiring the respondents to post a Human Rights Commission *Code* card in a prominent place in their business; and
- e. An order requiring Kalian Ramanah to undertake Human Rights 101 training and training relating to the inappropriateness of sex in the workplace.

[134] The respondents argued that no award should be made.

[135] Considering the objective seriousness of the *Code* violations, and the effect on B.V., I find that \$40,000.00 as compensation for injury to dignity, feelings, and self

respect is an appropriate award in the circumstances of this case. I have also issued future compliance orders.

*Compensation for Injury to Dignity, Feelings, and Self-Respect*

[136] The Tribunal's remedial powers are set out in subsection 45.2(1) of the *Code*, which provides, among other things, the power to order monetary compensation for injury to dignity, feelings, and self-respect; restitution (e.g., lost wages); and the power to direct any party to do anything to promote compliance with the *Code*.

[137] Simply put, the Tribunal has the power "to award what may be termed general damages to compensate for ... the loss of the right to be free from discrimination and the experience of victimization". See *Adga Group Consultations Inc. v. Lane*, 2008 CanLII 39605 (ON SCDC) ("*Lane*") at paragraph 149.

[138] An award of compensation for injury to dignity, feelings, and self-respect is not intended to be punitive in nature. The Tribunal does not punish respondents for their violations of the *Code*. Instead, the focus is on remediating the harm that the violation has caused. See *Lane*, above.

[139] There is no ceiling on awards of general damages under the *Code*. There is also no floor. That being said, it is important to not trivialize the social importance of the *Code* by effectively creating a "license fee" to discriminate. Awards should not be set too low. See *Lane*, above, paragraph 153.

[140] The Tribunal usually considers the following factors when assessing the quantum of damages for injury to dignity, feelings, and self-respect, including:

- Humiliation experienced by the applicant;
- Hurt feelings experienced by the applicant;
- The applicant's loss of self-respect;

- The applicant's loss of dignity;
- The applicant's loss of self-esteem;
- The applicant's loss of confidence;
- The applicant's experience of victimization;
- The vulnerability of the applicant; and
- The seriousness, frequency, and duration of the offensive treatment.

See *Sanford v. Koop*, 2005 HRT0 53 at paragraphs 35-38.

[141] The Tribunal will assess general damages for injury to dignity, feelings, and self-respect based on the objective seriousness of the conduct and the effect on the applicant. Damages will be higher where an applicant has experienced particular emotional difficulties, and when their particular circumstances or vulnerability make the effects more serious. See *Arunachalam v. Best Buy Canada*, 2010 HRT0 1880 at paragraphs 51-54, as adopted by the Ontario Court of Appeal in *Strudwick v. Applied Consumer & Clinical Evaluations Inc.*, 2016 ONCA 520. See also *Simpson v. Pranajen Group Ltd. o/a Nimigon Retirement Home*, 2019 HRT0 10.

*Issue: Is B.V. entitled to Compensation for Injury to Dignity, Feelings, and Self-Respect*

[142] I must determine the appropriate amount of compensation in the context of a newly hired female employee who experienced sexual solicitation and advances, sexual harassment, and a poisoned work environment on the basis of sex. While there was one egregiously serious event involving physical touching, hugging, kissing, oral sex and sexual intercourse in the workplace on the same day B.V. was hired, there were multiple breaches of the *Code*.

[143] B.V. referred me to the following cases to support her claim for a high award of general damages:

a. *P.T. v. Rahman Consulting Services*, 2018 HRTO 1566 (“*P.T.*”) in which the Tribunal awarded \$45,000 for extremely egregious and serious *Code*-related misconduct where there was a significant power imbalance. In this case, the individual respondent was arrested by the police for sexual assault and convicted;

b. *G.M. v. Tattoo Parlour*, 2018 HRTO 201 (“*G.M.*”) in which the Tribunal awarded \$75,000 for the individual respondent’s egregious conduct. The individual respondent was charged with sexual assault, sexual touching, and sexual interference and was convicted of the later two and given a prison sentence. At the time of the events, the applicant was a minor (15 years old) working her first job. She was vulnerable. The individual respondent was a family friend who knew her history and that she was getting her life on track;

c. *AM v. Kellock*, 2019 HRTO 414 (“*AM*”) in which the Tribunal awarded \$75,000 for a supervisor’s sexual harassment, unwanted touching, sexual assault and unwelcomed sexual solicitation and advances under the threats of not providing a routine letter of reference as a lure. The applicant was a probationary employee working as a housekeeper in a hotel whose life circumstances put her in a vulnerable position. The Tribunal found that there was a power imbalance;

d. *NK v. Botuik*, 2020 HRTO 345 (“*NK*”) in which the Tribunal awarded \$170,000 where there was a significant power imbalance. The Tribunal found that the conduct of the individual respondent, a supervisor, was among the most serious workplace sexual harassment cases before the Tribunal. A supervisor sexually harassed, sexually solicited, and sexually assaulted a vulnerable employee over many months;

e. *A.B. v. Paquette*, 2022 HRTO 1356 (“*A.B.*”) in which the Tribunal awarded \$75,000 for a single event where the only respondent, the applicant’s boss, secretly put a noxious substance in her drink, rendering her unconscious, took her to a hotel room and sexually assaulted her. The respondent pled guilty to most of the allegations in a criminal court proceeding and was convicted and sentenced;

f. *Sharpe-McNeil v. Swaby*, 2023 HRTO 872 in which the Tribunal awarded \$55,000 for sexual harassment, sexual advances, and sexual assault in the workplace by the applicant's Team Leader. The sexual assault was reported to the police, which resulted in a peace bond;

g. *L.N. v. Ray Daniel Salon & Spa*, 2024 HRTO 179 ("*L.N.*") in which the Tribunal awarded \$180,000 for egregious sexual harassment and solicitation, and a deeply damaging affront to the applicant's dignity in circumstances. The Tribunal found that the applicant was very vulnerable because she had newly arrived in Canada and had fled a lifetime of gender-based violence in Iran. The Tribunal found that the individual respondent took advantage of the applicant, with severe underpayment, escalating sexual harassment, egregious sexual assault, and threats of reprisal; and

h. *Aloy-Sadakane v. Data & Scientific Inc.*, 2024 HRTO 770 ("*Aloy-Sadakane*") in which the Tribunal awarded \$50,000 for the individual respondent's course of vexatious comment and conduct that were unwelcomed by the applicant. The personal respondent was the Executive Vice President, and the applicant was a 27-year-old employee. The personal respondent repeatedly made sexualized comments, reached out to the applicant for a sexual relationship, and sexually touched the applicant at the workplace repeatedly over a three-month period.

[144] After the evidentiary portion of the merits hearing closed, I provided instructions to the parties to provide cases within the range of possible outcomes. I informed them that it is unhelpful when an applicant provides only cases in which the Tribunal makes high awards and the respondent provides cases where the Tribunal makes lower awards. During the hearing and in an Endorsement issued December 29, 2025, I referred the parties to the following cases:

a. *Cloutier v. Back Country Tours Inc.*, 2025 HRTO 2867 in which the Tribunal awarded \$32,500 when the sole owner, director, and operator of the company made sexualized comments towards the applicant and booked a single hotel

room requiring the applicant and the individual respondent to share a bed on two business trips;

b. *Hashemi v. Elmabrouk*, 2019 HRTO 644 in which the Tribunal awarded \$19,000 for serious sexual harassment, sexual touching and physical contact, and intrusive and unwanted advances and comments by a co-worker; and

c. *Abdi v. K2 Martial Arts Kickboxing*, 2024 HRTO 1282 in which the Tribunal awarded \$10,000 for sexual harassment by a fellow student in a martial arts class where the individual respondent was an occasional instructor. The sexual harassment included consensual kissing and unwanted physical touching. The applicant alleged sexual assault, however there was no police involvement. However, the Ottawa Sexual Assault Support Centre was involved as an advocate for the applicant.

[145] In *P.T.* at paragraph 80, the Tribunal set out a list of decisions that have considered sexual harassment and related issues in the context of employment:

Recent Tribunal decisions that have considered sexual harassment and related issues in the context of employment have generally made awards ranging from \$12,000 to \$200,000 as compensation for injury to dignity, feelings and self-respect. See, for example, *Chuvale v. Toronto Police Services Board*, 2010 HRTO 2037 (\$12,000); *Newton v. Toronto (City)*, 2010 HRTO 1023 (\$15,000); *S.S. v. Taylor*, 2012 HRTO 1839 (\$15,000); *Panucci v. Seller's Choice Stockdale Realty Ltd.*, 2015 HRTO 1579 (\$15,000); *Chard v. Newton*, 2007 HRTO 36 (\$16,000); *Payette v. Alarm Guard Security Service*, 2011 HRTO 109 (\$18,000); *G.G. v. [...] Ontario Limited*, 2012 HRTO 1197 (\$18,000); *Vipond v. Ben Wicks Pub and Bistro*, 2013 HRTO 695 (\$18,000); *Lu v. Markham Marble*, 2012 HRTO 65 (\$20,000); *De Los Santos Sands v. Moneta Marketing Solutions Inc.*, 2016 HRTO 271 (\$20,000); *Granes v. 2389193 Ontario Inc.*, 2016 HRTO 821 (\$20,000); *Harriott v. National Money Mart*, 2010 HRTO 353 (\$22,500); *Hughes v. 1308581 Ontario*, 2009 HRTO 341 (\$25,000); *Ratneiyya v. Daniel & Krumeh*, 209 HRTO 1824 (\$25,000); *Garofalo v. Cavalier Hair Stylists*

*Shop Inc.*, 2013 HRT) 170 (\$27,000); *Horner v. Peelle Company Ltd.*, 2014 HRTO 1211 (\$28,000); *Birchall v. Andres*, 2013 HRTO 1469 (\$30,000); *C.U. v. Blencowe*, 2013 HRTO 1667 (\$30,000); *Sanford v. Koop*, 2005 HRTO 53 (\$35,000); *Smith v. The Rover's Rest*, 2013 HRTO 700 (\$35,000); *S.H. v. M [...] Painting*, 2009 HRTO 595 (\$40,000); *M.K. v. [...] Ontario*, 2011 HRTO 705 (\$40,000); *J.D. v. The Ultimate Cut Unisex*, 2014 HRTO 956 (three applicants - \$40,000, \$40,000, and \$25,000); *C.K. v. H.S.*, 2014 HRTO 1652 (\$45,000); and *Smith v. Menzies Chrysler*, 2009 HRTO 1936 (\$50,000.); *G.M. v. X Tattoo Parlour* 2018 HRTO 201 (\$75,000); *O.P.T. v. Presteve* 2015 HRTO 675 (\$150,000 and \$50,000 award for two workers); and *A.B. v. Joe Singer Shoes* 2018 HRTO 107 (\$200,000).

[146] A review of the case law indicates that in cases on the low end of the spectrum, the Tribunal generally found that there were few incidents, the incidents were of a less serious nature, and/or the incidents did not include physical touching. In cases on the high end of the spectrum, the Tribunal often found that there were multiple incidents of a sexual nature, the incidents were serious and involved a serious sexual or physical assault.

[147] Significant awards have been made where there has been multiple incidents over a period of time, at least one sexual assault by an individual respondent, and the criminal courts had entered a criminal conviction against the individual respondent. See *NK*, above, *LN*, above, *G.M.*, above, *AM*, above, *A.B.*, above, and *P.T.*, above.

[148] The highest awards granted by this Tribunal are in cases of sexual assaults over a period on many months by a person in a position of authority over a particularly vulnerable employee. See *NK*, above, at paragraph 273.

[149] In assessing the quantum of general damages for injury to dignity, feelings and self-respect, I have considered the following factors:

- a. B.V. was a young woman who was looking for a retail job so she could earn income while enrolled in post secondary school. She was starting the working stage of her life;
- b. A young and inexperienced employee may lack the confidence, workplace experience, or practical ability to reject sexual advances made by the person who has just hired her and controls her employment;
- c. There was a power imbalance between B.V. and Mr. Ramanah. Mr. Ramanah was the sole owner of the business and the person who placed the advertisement on Indeed;
- d. From an objective perspective, I have no doubt that the experience was gravely humiliating and frightening for B.V. She told her mother what happened to her, told medical professionals at the hospital, and the police;
- e. B.V. testified that she went to Woman's College Hospital on April 24, 2019, the same day as the events at issue. Ms. Bobala, a nurse who saw B.V. that day and performed a rape analysis testified and confirmed B.V. underwent invasive medical procedures, was treated, was prescribed medications, and attended a follow-up appointment;
- f. B.V. testified that her mother took her to the police station where she had to tell a male police officer what happened. She had to provide details about the events. She testified that the experience was difficult and embarrassing. I have no doubt from the evidence before me that the police questioning resulted in B.V. reliving the events, which were embarrassing to her, while being judged, overtly or unconsciously, by persons in authority;
- g. B.V. testified that she felt at risk and was nervous because she provided her resume to Mr. Ramanah and from that he knew where she lived;
- h. B.V. testified that her experience impacted her approach to the job market and self-esteem and self-worth when seeking job opportunities in retail and food service. B.V. testified that her experience resulted in her being more discerning

about where she would look for subsequent jobs. She no longer looked for jobs using websites, such as Indeed, which limited her options;

i. B.V. testified that she suffered panic attacks and was afraid of males;

j. B.V.'s mother testified that B.V. called her to be picked up and sounded "anxious and upset";

k. B.V. filed a report dated March 8, 2023, March 23, 2023, and April 15, 2023, prepared by a counseling service. The counsellor wrote that B.V. had indicated she was ashamed by what happened;

l. B.V.'s mother testified that "[s]ex is very sacred in Filipino culture" and that B.V. did not open up with her due to "cultural reasons"; and

m. B.V.'s mother testified that B.V. was "depressed and withdrawn" after the events and "stayed home inside her bedroom most of the time".

[150] I have considered there was no violence involved, which would warrant a higher award. While B.V. said that she hit her head, her testimony was that the blanket was in a corner and she hit her head on the wall or the floor. B.V.'s evidence was not that Mr. Ramanah deliberately caused her to hit her head. Further, Ms. Bobala's medical notes from that evening states "no injury noted" on her head or no bruising or physical injuries were noted. The notes did record a slight laceration to her fossa navicularis, and slight bleeding. Ms. Bobala testified that the laceration is consistent with sexual intercourse, but she could not say it was a violent encounter.

[151] I have also considered that the sexual violations occurred on a single day and not multiple days. This would justify a lower award than in *G.M.*, above, *AM*, above, *NK*, above, *L.N.*, above, and *Aloy-Sadakane*, above.

[152] In addition, the police's determination that there were no grounds to lay charges is not necessarily a mitigating factor. However, it is the lack of an aggravating factor seen in sexual harassment cases that fall toward the higher end of the range for awards of general damages.

[153] What occurred was a serious violation of B.V.'s human rights. I find that B.V.'s participation in the dancing, hugging, kissing, oral sex, and sexual intercourse did not occur on an equal footing. As a newly hired employee dealing with her employer on her first day of work, B.V. was in a vulnerable position and subject to a significant power imbalance. In those circumstances, her apparent acquiescence cannot be taken as evidence of a freely exercised and independent choice. The *Code* violations remain serious and warrant a mid-range award.

[154] Considering the above-mentioned aggravating and the lack of some of the most serious aggravating factors, I find that an appropriate remedy is \$40,000.00.

*Special Damages for Lost Wages*

[155] I have determined that, in the circumstances of the present case, it would not be appropriate to also award special damages for lost wages. The purpose of compensation in the form of special damages under the *Code* is to restore an individual as far as reasonably possible to the position they would have been in had the violations of the *Code* not occurred. This can include an award of lost wages. See *Smith v. Mardana Ltd., (c.o.b. Mr. Lube)*, 2005 CanLII 2811 (ON SCDC) at paragraph 28.

[156] The Tribunal's case law considers the length of time it takes the applicant to secure new employment. The case law also considers the steps taken by the applicant to secure new employment. An applicant is under a duty to mitigate her losses by making reasonable efforts to obtain suitable employment, and is only entitled to be compensated for those losses that could not have been avoided. See *P.T.*, above, at paragraph 86.

[157] The present case is unique because the sexual solicitations and advances, and sexual harassment occurred on within hours of B.V. being hired. The parties did not locate a case where the offending conduct occurred on the date the person was hired.

[158] The applicant referred the Tribunal to *Kreps v. AHMIC Maintenance & Storage Ltd.*, 2024 HRTO 214 (“*Kreps*”) at paragraphs 140-142, and *Aloy-Sadakane*, above, at paragraphs 57-60.

[159] In my view, these cases can be distinguished. In *Kreps*, the applicant was hired for a summer job and the sexual harassing behaviour started after she had been employed for two months. In *Aloy-Sadakane*, the applicant worked for the respondent and was subordinate to the personal respondent for approximately 2 months before the offending behaviour escalated.

[160] The most similar case is *P.T.* because the applicant in that case worked for the respondent for a week before the sexual solicitation and advances, sexual harassment and sexual assault took place. However, in *P.T.* the Tribunal did not award lost wages because the applicant admitted that she limited her job search activities when she became pregnant and attended the criminal court proceedings involving the personal respondent.

[161] I have reviewed the documentary evidence provided by B.V. and her oral testimony about her job search activities. After considering the evidence before me, I find that there is insufficient evidence to justify an award of special damages for lost wages. While she provided the Indeed job advertisement for XSDEALZ, it was for a part-time job and B.V. provided no information about what type of work schedule she would have worked. The underlying facts of this case are that B.V. was hired on the spot and had agreed to be paid “under the table” in cash. There is no employment agreement and the job advertisement did not contain any terms other than a proposed hourly rate. Because the events occurred on the first day, no work schedule was prepared. Accordingly, B.V.’s projections were hypothetical and speculative and could not be evaluated against the documentary record.

[162] B.V. also did not provide sufficient documentary evidence to document her job search activities. She testified that she found a job with the assistance of her sister, at which she did not stay long. She did not provide clear dates concerning that job. She did

not provide any evidence concerning her school schedule and whether she claimed COVID income supplements. I appreciate that B.V. attempted to put some documentary evidence together. However, it was not enough. In the circumstances, I find that she failed to provide sufficient evidence that would allow me to calculate an appropriate amount for lost wages.

[163] I have considered B.V.'s testimony that, as a result of the Personal Respondent's conduct, she did not pursue certain job opportunities, including positions advertised on Indeed, and was reluctant to work under male supervisors. I have taken these consequences into account as aggravating factors supporting a higher award of general damages. To a significant extent, the losses said to arise from B.V.'s restricted job search overlap with the impact already compensated through the general damages award. In the circumstances, I am satisfied that the general damages award adequately reflects the effect of the Personal Respondent's conduct on her employment opportunities and recovery, and I decline to make an additional award for lost wages.

#### *Future Compliance Remedies*

[164] The Tribunal has authority to make orders for future compliance, including to "direct any party to the application to do anything that, in the opinion of the Tribunal, the party ought to do to promote compliance with [the Code]" including to "direct a person to do anything with respect to future practices". See subsections 45.2(1) and (2) of the *Code*.

[165] The Tribunal has recognized that orders for future compliance should focus on ensuring that the key objects of the *Code* (e.g., the eradication of discrimination) are achieved in the particular circumstances. See *Frolov v. Mosregion Investment Corporation*, 2010 HRTO 1789 ("*Frolov*") at paragraph 109 and *Kreps*, above, at paragraph 151.

[166] B.V. took the position that a future compliance order is required to ensure that other vulnerable women do not experience similar discriminatory treatment in the future.

[167] B.V. referred the Tribunal to *Kreps*, above, *Aloy-Sadakane*, above, and *George*, above, as examples where the Tribunal has imposed future compliance remedies. I have reviewed those cases.

[168] Based upon Mr. Ramanah's conduct, including his decision to engage in sexual relations with B.V. within hours of hiring her into a position over which he exercised significant authority and control, I find that a future compliance order is warranted. The evidence demonstrates a serious failure to appreciate the obligations imposed by the *Code* respecting sexual harassment, sexual solicitation, exploitation of workplace power imbalances, and the right of employees to be free from discrimination in employment.

[169] The purpose of a future compliance remedy is not punitive. Rather, it is to promote compliance with the *Code* and reduce the likelihood of similar contraventions occurring in the future. In the circumstances of this case, I am satisfied that a future compliance remedy to educate the Mr. Ramanah about the *Code* is rationally connected to the violations found and is appropriate to advance the remedial purposes of the *Code*.

[170] Requiring an individual respondent to take Ontario Human Rights Commission ("OHRC") online training courses is a modest and proportionate remedy. It is designed to increase awareness and understanding of the rights and obligations established by the *Code* and to promote future compliance.

[171] I find that is appropriate to order Mr. Ramanah to complete within 30 days of this Decision the following two online training modules offered by the OHRC:

(a) OHRC and HRPWA Webinar on Preventing Sexual Harassment at Work (<https://www.ohrc.on.ca/en/ohrc-and-hrpa-webinar-preventing-sexual-harassment-work>); and

(b) Preventing Sexual Harassment at Work: An Overview (<https://www.ohrc.on.ca/en/preventing-sexual-harassment-work-overview>).

[172] Pursuant to s. 45.2(1)3 of the *Code*, I order Mr. Ramanah to provide written proof of completion of the above courses to the applicant's counsel and the Tribunal within 30 days of the date of this Decision.

[173] I am also satisfied that a workplace posting requirement is appropriate in the circumstances because Mr. Ramanah's conduct occurred in an employment setting and involved a serious breach of B.V.'s right to be free from discrimination and harassment in employment. A visible reminder of the protections afforded by the *Code* will assist in promoting awareness of human rights obligations within the workplace and help foster an environment that is consistent with the objectives and purposes of the *Code*.

[174] Accordingly, pursuant to s. 45.2(1)3 of the *Code*, I order Mr. Ramanah to obtain the OHRC's *Code Cards* and to post them in a conspicuous location at each business location that he owns, operates, or manages and at which employees work. The *Code Cards* shall remain posted for a period of twenty-four (24) months from the date they are first posted.

[175] Within 30 days of the date of this Decision, Mr. Ramanah shall provide the applicant's counsel and the Tribunal with written confirmation that the *Code Cards* have been posted in accordance with this Order.

### *Interest*

[176] The applicant is entitled to interest on both monetary awards, the infringement and loss of income. The interest is to be calculated in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. c. C. 43, as amended ("*CJA*").

[177] Pre-judgment interest runs from the date of the infringement to the date of this Decision. While entitlement to prejudgment interest runs from the date of infringement, the rate itself is based on when the application was commenced. Pre-judgment interest rates are determined by the Ministry of the Attorney General in accordance with the formula set out in section 127 of the *CJA*. A chart is published by the Ministry showing the prejudgment interest rate for each quarter. (See also, O.Reg 339/07, as amended.)

[178] Post-judgment interest runs on both monetary awards from the date of the Decision.

**Issue 5: Liability of the Corporate Respondent. Xtra Savings and Dealz Incorporated**

[179] The applicant argued that Mr. Ramanah and Xtra Savings and Dealz Incorporated should be held jointly and severally liable for the violations of the *Code*. Mr. Ramanah made no oral closing submissions and cited no legal authority on this issue.

[180] With respect to the liability of a corporate entity, subsection 46.3(1) of the *Code* provides that acts or omissions committed in the course of employment by an officer, official, employee or agent of a corporation are deemed to be acts or omissions of the corporation. Sexual harassment, sexual solicitation or advances, and reprisal for the rejection of sexual solicitation or advances are exceptions to the application of this provision.

[181] The Divisional Court has held that, where the individual responsible for the harassment is a directing mind of the corporation, the corporation may also be held liable for the individual act of harassment. See *Human Rights Commission v. Farris*, 2012 ONSC 3876 at paragraph 33.

[182] The Tribunal has similarly held that a corporate respondent may be held liable for *Code* violations committed by a personal respondent acting as an officer, official or employee of the corporation where that individual is a directing mind of the corporation. See *Aloy-Sadakane*, above, at paragraph 64.

[183] Based on the evidence before me, I am satisfied that Mr. Ramanah was the sole owner, director, and operator of Xtra Savings and Dealz Incorporated at the time of B.V.'s short employment. Indeed Canada Corp.'s response to a third-party production order confirmed that Mr. Ramanah and Xtra Savings and Dealz Incorporated posted the job advertisement through which the applicant obtained her position. I, therefore, find that Mr. Ramanah was a directing mind of the corporate respondent.

[184] I am also satisfied that Xtra Savings and Dealz Incorporated was completely controlled by Mr. Ramanah and that his conduct was improper. Accordingly, the criteria for piercing the corporate veil described in *Transamerica Life Insurance Co. of Canada v. Canada Life Assurance Co.* (1996), 1996 CanLII 7979 (ON CTGD), and subsequent appellate jurisprudence are met.

[185] Based on the foregoing, Xtra Savings and Dealz Incorporated is liable for the *Code* violations committed by Mr. Ramanah. I find that Mr. Ramanah and Xtra Savings and Dealz Incorporated are jointly and severally liable for subjecting B.V. to a poisoned work environment, sexual harassment, and sexual solicitation or advances.

### **Issue 6: Liability of a Sole Proprietorship**

[186] The applicant argued that Mr. Ramanah and any sole proprietorship should be held jointly and severally liable for the violations of the *Code*. Mr. Ramanah made no oral closing submissions and cited no legal authority on this issue.

[187] The documentary evidence before me is that XSDEALZ.Com is named in the Indeed advertisement. XSDEALZ.COM is also mentioned in the confirmation email sent by Indeed Canada Corp. after B.V. submitted her job application response. The Ontario Profile Report of XSDEALZ.COM shows a registration date of February 14, 2023, which is after the events in question. However, a Smbtrade.com search result shows that XSDEALZ was established in 2013, which is prior to the events in question. Based on the evidence before me, XSDEALZ.COM operated without formal registration at the time of the events in question and was the business name used for the purposes of the Indeed advertisement.

[188] The Ontario Profile Report states that XSDEALZ.Com is a sole proprietorship operated by Mr. Ramanah. Mr. Ramanah is listed as the “Registrant” and he provided his home address, which matches the address in the Corporate Profile Report for Xtra Savings and Dealz Incorporated and the address provided in the Response filed by Mr. Ramanah on or about December 15, 2023.

[189] In light of this evidence, I am satisfied that XSDEALZ.COM is simply a business name used by Mr. Ramanah for the purpose of operating business as a sole proprietorship, and therefore XSDEALZ.COM does not have any legal personality separate from Mr. Ramanah. I find that Mr. Ramanah and XSDEALZ, XSDEALZ.COM and XS Dealz are one and the same. Accordingly, I have determined that Mr. Ramanah and XSDEALZ, XSDEALZ.COM and XS Dealz are jointly and severally liable for subjecting B.V. to a poisoned work environment, sexual harassment, and sexual solicitation or advances.

## ORDER

[190] For the reasons set out above, the Tribunal orders as follows:

- a. The respondents are jointly and severally liable for sexual solicitation and advances, sexual harassment and a poisoned work environment with respect to employment. Within 30 days of this Decision, the respondents shall pay the applicant \$40,000.00 as monetary compensation for injury to her dignity, feelings, and self-respect under the *Code*;
- b. The respondents shall jointly and severally pay pre-judgment interest pursuant to section 128 of the *Courts of Justice Act*, R.S.O. c. C.43 on the above amount from the date of the sexual harassment on April 24, 2019, to the date of this Decision;
- c. The respondents shall jointly and severally pay post-judgment interest pursuant to section 129 of the *Courts of Justice Act*, R.S.O. c. C.43, on the above amounts if they are not paid within 30 days from the date of this Decision; and

[191] Mr. Kallan Ramanah shall complete the Ontario Human Rights Commission (a) *OHRC and HRTA Webinar on Preventing Sexual Harassment at Work*; and (b) *Preventing Sexual Harassment at Work: An Overview*. Upon completion of the modules the Personal Respondent shall advise applicant's counsel and the Tribunal in writing, within 30 days of the date of the Decision.

[192] I further order that the respondents display in a prominent place at the business location an Ontario Human Rights Commission Card by the cash desk to remind patrons and staff of the importance of treating all staff equally and without discrimination. The *Code Card* shall be posted for a period of twenty-four months from the time it is posted. The respondents can find such a card at <https://www.ohrc.on.ca/en/human-rights-code-cards>. Upon posting the *Code Card*, the Personal Respondent shall advise applicant's counsel and the Tribunal in writing, within 30 days of the date of the Decision.

Dated at Toronto, September 15, 2026.

*"Signed by"*

---

Cyndee Todgham Cherniak  
Vice-Chair