

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:** )  
 )  
Leonard Reece ) In person  
 )  
 ) Plaintiff )  
- and - )  
 )  
Toronto Police Service Board and ) *Natalie Kolos*, for Toronto Police Service  
Desjardins General Insurance ) Board  
 )  
 ) Defendants ) *David Zarek*, for Desjardins General  
 ) Insurance  
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**HEARD:** June 21, 2017 )

2017 ONSC 3854 (CanLII)

**E.M. MORGAN, J.**

[1] Leonard Reece was stopped by police in a traffic stop on January 5, 2011 by PC Craig Dickie and PC Christopher Monk. Upon running Mr. Reece’s vehicle license plate number through the police database, the officers noted that there were numerous entries related to highway *Traffic Act* charges against Mr. Reece. He also had charges under the *Compulsory Automobile Insurance Act* relating to failure to provide an insurance card, operating a motor vehicle without insurance, and knowingly using a false insurance card.

[2] PC Dickie asked Mr. Reece for his driver’s licence, vehicle permit, and proof of insurance. Mr. Reece provided the officer with a pink insurance slip indicating a policy issued by Desjardins Insurance Co. (“Desjardins”) with a policy date of April 23, 2010 – April 23, 2011. Mr. Reece was stated to be the insured party for the vehicle. In light of Mr. Reece’s previous infractions for driving without insurance, PC Dickie contacted the insurance company about the information on the pink insurance card and was advised that the policy had been cancelled.

[3] PC Dickie then advised Mr Reece that the information he had received from the insurance company was that the policy was cancelled and that the vehicle he was driving he was not insured. According to PC Dickie, Mr. Reece reacted aggressively and insisted that he was indeed insured. He also contended to PC Dickie and PC Monk that he was being harassed and racially profiled. PC Dickie's contemporaneous notes of the January 5, 2011 incident state explicitly, at p. 91, that the Plaintiff was "very agitated and speaking in a very aggressive manner", and that Mr. Reece "states that the police are harassing and racially profiling him."

[4] Indeed, within days of the traffic stop Mr. Reece filed a formal complaint against the two officers with the Office of Independent Review Directorate ("OIRD") alleging harassment and racial profiling. On January 18, 2011, the OIRD wrote to Mr. Reece and advised him that they had received his complaint and that they would look into the allegations he made against PC Dickie and PC Monk.

[5] As it turns out, Mr. Reece's vehicle insurance had indeed been cancelled. As counsel for Desjardins relates it, and as the Desjardins documentation and telephone call logs bear out, the policy was initially issued in Mr. Reece's name over the telephone effective April 23, 2010. Someone claiming to be Mr. Reece or calling on his behalf had contacted the company and ordered the insurance coverage. Subsequently, upon discovering Mr. Reece's poor driving record and previous insurance-related convictions, the company determined that it could not cover Mr. Reece and cancelled his policy.

[6] Mr. Reece was advised of this cancellation in a letter from Desjardins dated May 4, 2010, which indicated that the policy was being cancelled effective May 20, 2010. That letter was sent to him by registered mail, but the post office notation on the envelope notes that delivery was refused by Mr. Reece on May 10, 2010. The Desjardins phone log indicates that on May 13, 2010, Mr. Reese was called by the company and advised verbally that the policy had been cancelled.

[7] The cancellation of Mr. Reece's insurance policy as of May 20, 2010 left Mr. Reece with a bill for insurance coverage from the inception of the policy on April 23, 2010 to the cancellation date of May 20, 2010. That bill came to \$240.

[8] The Desjardins call log indicates that the Plaintiff was upset at having had his insurance cancelled, and at that point began making allegations that he had been defrauded by a Desjardins sales person who took over \$700 in cash from him. The Desjardin personnel indicated that they knew nothing about a cash payment, but looked into the matter and discovered that their tape recording of the original phone call ordering the Plaintiff's insurance had come from someone with a markedly different voice than that of the Plaintiff. It may or may not have been someone calling on his behalf, but they concluded it definitely was not him. Accordingly, Desjardins decided to waive payment of the outstanding \$240. In order to do this, on the company's accounting system they had to first reinstate the policy and then cancel it *ab initio* – i.e. from April 23, 2010 rather than as of May 20, 2010.

[9] The Plaintiff now focuses on the call log describing this reinstatement in an attempt to say that he should have been covered all along, or that he thought he was covered all along. In my view, however, there is nothing to this argument. Desjardins wrote the Plaintiff a letter on

June 9, 2010 confirming that the cancellation is now as of the first day of the policy and that therefore the \$240 debt was eliminated. He certainly knew as of that date that his vehicle was not insured. Moreover, it is beyond the shadow of a doubt that he realized on January 5, 2011, when he was stopped and ticketed for driving without valid insurance, that his insurance policy was not in force. The Plaintiff may or may not have an argument that Desjardins ought not to have cancelled his insurance, but he does not have a credible argument that he was unaware of the cancellation.

[10] Accordingly, by January 5, 2011 at the very latest, the Plaintiff was fully aware of the facts on which his claim against both the Toronto Police Services and Desjardins is based. He knew and complained about the alleged harassment and profiling by the police as soon as it occurred on January 5, 2011, and he knew about the allegedly wrongful cancellation of his vehicle insurance at least since that same date and probably as far back as May/June 2010.

[11] The Plaintiff issued his Statement of Claim on July 28, 2014. By any measure, this is some 4 ½ years after he had discovered all the grounds of his complaint against both Defendants.

[12] Section 4 of the *Limitations Act 2002* provides for a 2-year limitation period. Section 5 of that statute codifies principle of discoverability. As my colleague Perell, J. indicated in *Johnson v Studley*, 2014 ONSC 1732, at para 60, "...the limitation period runs from when the prospective plaintiff has or ought to have had, knowledge of a potential claim, and the later discovery of facts which change a borderline claim into a viable one does not give rise to the discoverability principle. The question is whether the prospective plaintiff knows enough facts to base a cause of action against the defendant, and, if so, then the claim has been discovered and the limitation period begins to run."

[13] The Plaintiff contends that he did not realize until September 2012, when he was in the midst of his case in traffic court, that this incident could form the basis of a civil suit. He says that he was aware that the police harassed him and that Desjardins purported to cancel his insurance, but he was unaware that this series of events could be aired in a civil action.

[14] I understand the Plaintiff's position; he is not a lawyer and does not have full knowledge of what it takes to bring a civil action. However, his argument is essentially that he was ignorant not of the relevant facts but of the law, and that is not an argument that leads to an extension of the starting point for the two year limitation period. "For the limitation period to begin to run, it is enough for the plaintiff to have *prima facie* grounds to infer that the defendant caused him or her harm, and certainty of a defendant's responsibility for the act or omission that caused or contributed to the loss is not a requirement." *Johnson, supra*, at para 61, citing *Kowal v Shyjak*, 202 ONCA 512, at para 18.

[15] Having issued his claim more than 2 years after discovering everything he needed to know in order to bring it, the Plaintiff missed the applicable limitation period. There is no genuine issue requiring a trial: Rule 20.04(2)(a); *Hryniak v Mauldin*, [2014] 1 SCR 87.

[16] The action is dismissed as against both Defendants.

[17] Counsel for each of the Defendants have submitted a Bill of Costs seeking between \$14,000 and \$15,000 for the entire action on a partial indemnity basis. These are not unreasonable amounts, although they may well represent a financial burden to a self-represented litigant.

[18] Costs are discretionary under section 131 of the *Courts of Justice Act*. I am mindful that the Court of Appeal has indicated that a motions judge is required to consider what is “fair and reasonable” in fixing costs, having regard to perspective of all of the parties and the principle of access to justice: *Boucher v Public Accountants Council (Ontario)* (2004), 71 OR (3d) 291 (Ont CA), at para 26. I do not want to be the cause of any more hardship to the Plaintiff than he has already endured through this matter, and am therefore inclined to reduce the costs awarded to the Defendants to half of their respective requests.

[19] The Plaintiff shall pay each of the Defendants a total of \$7,500 in costs, inclusive of disbursements and HST.

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Morgan, J.

**Released:** June 21, 2017

**CITATION:** Reece v. Toronto Police and Desjardins General Insurance, 2017 ONSC 3854  
**COURT FILE NO.:** CV-14-00509216  
**DATE:** 20170621

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

Leonard Reece

Plaintiff

– and –

Toronto Police Service Board and Desjardins General  
Insurance

Defendants

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**REASONS FOR JUDGMENT**

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E.M. Morgan, J.

**Released:** June 21, 2017