

COURT OF APPEAL FOR ONTARIO

CITATION: Reece v. Toronto (Police Services Board), 2018 ONCA 91
DATE: 20180131
DOCKET: C63928

Sharpe, LaForme and van Rensburg JJ.A.

BETWEEN

Leonard Reece

Plaintiff (Appellant)

and

Toronto Police Services Board and Desjardins General Insurance

Defendants (Respondents)

Leonard Reece, in person

David Zarek, for the respondent, Certas Direct Insurance Company, improperly named as Desjardins General Insurance

Natalie Kolos, for the respondent, Toronto Police Services Board

Heard and released orally: January 30, 2018

On appeal from judgment of Justice E.M. Morgan of the Superior Court, dated June 21, 2017.

REASONS FOR DECISION

[1] The motion judge found that the appellant was aware of all of the facts he asserts to support his claim against the respondent insurance company in May or June of 2010 and against the respondent police board by January 2011 at the latest.

[2] The appellant commenced his action more than two years after those dates and, accordingly, the motion judge found that it was barred by the limitation period.

[3] The record amply supports the motion judge's findings. The appellant asserted racial profiling when he was arrested and he made a complaint against the police in January of 2011 for essentially the same reasons he now advances in support of his claim.

[4] As for the claim against the respondent insurance company, the respondent states in his statement of claim that he was notified that his insurance was canceled in June 2010. The record also shows that the appellant was alleging fraud against the insurance company as early as June 2010. Those are the same facts now advanced in support of his claim against the respondent insurer.

[5] The motion judge correctly found that discoverability for the purpose of limitations is based upon knowledge of the facts necessary to support a claim and does not require knowledge of the law that supports the claim.

[6] We see no basis upon which we could interfere with the motion judge's conclusion that the appellant's action against both the respondent insurance company and the respondent police board is barred by the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B.

[7] Accordingly, the appeal is dismissed.

[8] Costs to the respondent Certas Direct Insurance Company fixed at \$4,500, inclusive of taxes and disbursements and costs to the respondent Toronto Police Services Board at \$2,500, inclusive of taxes and disbursements.

[9] We dispense with the appellant's approval of the form and content of the formal order.

Also q/ving J.A.

A handwritten signature in blue ink, appearing to be 'K. v. Berkegg', with a large, stylized flourish underneath.

K. v. Berkegg J.A.