

**Canadian Human
Rights Tribunal**



**Tribunal canadien
des droits de la personne**

**Citation: 2025 CHRT 95
Date: September 18, 2025
File No.: T2533/9020**

Between:

Sukhvinder Singh

Complainant

- and -

Canadian Human Rights Commission

Commission

- and -

Canadian National Transportation Ltd.

Respondent

Decision

Member: Naseem Mithoowani

I. BACKGROUND

[1] The Complainant, Sukhvinder Singh, claims discrimination in his employment relationship with Canadian National Transportation Ltd., the Respondent.

[2] Mr. Singh (through a company he owned) began working as an owner/operator of a truck under an independent trucking contract with the Respondent in April 2016.

[3] It is undisputed that, in November 2017, while performing trucking services on behalf of the Respondent, Mr. Singh was involved in a serious accident as he proceeded through an intersection. An oncoming pickup truck did not heed a stop sign and ran directly into Mr. Singh's truck. The accident resulted in the death of the driver of the pickup truck and the total destruction of Mr. Singh's truck. Mr. Singh was not at fault for the accident.

[4] Mr. Singh alleges that he was disabled after the accident and that he had advised the Respondent of his inability to return to work. Mr. Singh states that he was suffering from a disability when his contract was terminated by the Respondent on March 13, 2018, and that his disability was a factor in that termination.

[5] As Mr. Singh was self-represented in these proceedings, a number of procedural steps were taken in advance of the hearing to ensure that he understood the nature of the proceedings and was able to participate fully. These included (i) ensuring that, during case management conference calls before the hearing, Mr. Singh was aware that he could contact the Canadian Human Rights Commission (the "Commission") for additional information to obtain more information regarding the Tribunal's practices and what to expect at the hearing (ii) requesting that the Commission consider participating in the hearing of the claim, which the Commission declined, and (iii) outlining for the parties in advance of the hearing the issues that the Tribunal intended to consider.

[6] At the hearing, with the consent of all parties, I led the direct questioning of Mr. Singh. In so doing, I asked open-ended questions that focused on Mr. Singh's Statement of Particulars. Mr. Singh was advised that he was able to deviate at any time from my questions

and could provide additional information to the Tribunal as he felt appropriate, which he often did.

[7] In addition, Mr. Singh made several requests throughout the hearing, which were not opposed by the Respondent. This included the option of having his wife present throughout the hearing to provide support, allowing Mr. Singh to stand as needed during the hearing and having Joshua Hannaberry, a witness for the Respondent, provide their testimony through affidavit. The last request was made by Mr. Singh to lessen the time he was required to be present for evidence.

II. ISSUES

[8] Mr. Singh asks this Tribunal to determine whether he was discriminated against in his employment contrary to section 7 of the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6 (CHRA).

III. DECISION

[9] For the reasons that follow, I dismiss this claim. I find that, while Mr. Singh suffered from a physical disability after the accident, this disability was not a factor in the termination of Mr. Singh's contract.

IV. ANALYSIS

[10] Mr. Singh alleges discrimination in relation to his employment on the basis of disability within the meaning of s. 7 of the CHRA. The test in determining whether discrimination exists is well established. Firstly, the complainant has the onus of proving the existence of a *prima facie* case of discrimination. The respondent can present evidence to refute the *prima facie* case if it chooses to do so. If a *prima facie* case is established, the burden shifts on the respondent to justify its conduct based on the CHRA and case law. See, for example, *Christoforou v. John Grant Haulage Ltd.*, 2020 CHRT 33 (CanLII) at paras 60–66 for a summary of the leading case law.

[11] A *prima facie* case is one that “covers the allegations made and which, if they are believed, is complete and sufficient to justify a verdict in the complainant’s favo[u]r in the absence of an answer from the respondent” (*Ontario Human Rights Commission v. Simpsons-Sears*, 1985 CanLII 18 (SCC) at para 28).

[12] Mr. Singh must meet his onus on a standard of proof of a balance of probabilities (*Québec (Commission des droits de la personne et des droits de la jeunesse) v. Bombardier Inc. (Bombardier Aerospace Training Center)*, 2015 SCC 39 at para 65 [*Bombardier*]).

[13] To establish a *prima facie* case, Mr. Singh has to prove that it is more likely than not (i.e., on a balance of probabilities) that he meets the three parts of the following test: that he has a characteristic protected from discrimination under the CHRA, that he experienced an adverse impact with respect to employment and that the protected characteristic was a factor in the adverse impact (*Moore v. British Columbia (Education)*, 2012 SCC 61). I will go through each of these parts in detail below.

A. MR. SINGH HAS A CHARACTERISTIC PROTECTED FROM DISCRIMINATION

[14] With respect to the first step in the analysis, the parties disagree as to whether Mr. Singh has proven, on a balance of probabilities, that he has a characteristic or characteristics protected from discrimination (namely, a disability).

[15] Mr. Singh testified that, as a result of the accident, he had serious neck/collarbone injuries which prevented the normal range of movement and tailbone injuries that persist to this day. He also indicated arm and back pain. For simplicity, these injuries will be described together as Mr. Singh’s alleged physical disabilities.

[16] I find that Mr. Singh has successfully shown that he was suffering from physical disabilities at the time his contract was terminated. Mr. Singh testified that he was not fit to do the work physically due to his tailbone injuries, which limited his ability to sit for a long time. He indicated that his tailbone and neck injuries make it impossible to drive for long times. Mr. Singh testified that he could not hold a steering wheel due to numbness in his hands which prevented him from driving. He indicated that he was taking strong pain killers,

which affected his whole body. He testified that he could only do light work as a result of the accident.

[17] During an internal investigation launched by the Respondent into why Mr. Singh was not meeting his contractual obligations, on March 8, 2018, Mr. Singh noted that he was still feeling unable to resume his job duties due to his neck and back injuries. There is no indication that the Respondent challenged Mr. Singh's claim that he suffered from physical injuries after the accident during this investigation or at any other time leading up to the termination of the contract.

[18] Mr. Singh also provided medical notes in evidence, which formed part of his Workers' Compensation Claim. In these medical notes, Mr. Singh's doctor stated that he was unable to return to pre-accident work owing to his physical injuries (particularly, his neck and back pain/sprain) which limited his physical abilities, such as sitting, bending and driving. Mr. Singh provided multiple notes in evidence from his doctor to this effect, the last of which indicated that he was to remain off work until April 2018. This is corroborative evidence that Mr. Singh suffered from a physical disability at the time his contract was terminated.

[19] For all of the reasons above, I find that Mr. Singh suffered from a physical disability at the time his contract was terminated.

[20] Mr. Singh also testified that he suffered psychologically after his accident. He testified that, after the accident, he experienced mental stress and psychological trauma. I will refer to these collectively as Mr. Singh's psychological disability.

[21] Unlike with respect to his physical injuries, Mr. Singh did not provide any medical evidence relating to his claim that he suffered from a psychological disability. I note that I do not require evidence of a diagnosis in order to find the existence of a disability. Mr. Singh testified as to these concerns, and I am not precluded from making a finding based on this evidence alone. However, I find that Mr. Singh was vague in his testimony regarding his psychological concerns and that his testimony did not provide enough details to allow me to find that he had a disability related to his psychological state on a balance of probabilities.

[22] Mr. Singh often referred to his psychological disabilities in vague terms, as involving “trauma” or “mental stress”. When asked to elaborate, Mr. Singh was unable to provide further details about what exactly he was experiencing. Instead, he would often revert to explaining that the trauma was due to witnessing the death of the other individual involved in the accident.

[23] Immediately after Mr. Singh first testified that he had experienced psychological trauma, I specifically asked him to describe his symptoms. He responded only with information relating to his physical injuries.

[24] To ensure that the question was clear, I proceeded to specifically ask Mr. Singh about symptoms connected to the trauma he testified to feeling. Mr. Singh indicated that he felt trauma due to the nature of the accident and also due to the financial strain of not being able to work.

[25] Again, I asked whether there was anything that Mr. Singh wanted to tell the Tribunal about how his mental state after the accident affected him. Mr. Singh testified that he felt stress. He testified that he felt unable mentally to return to truck driving and felt pushed into driving before he was ready physically and mentally and that he worried about killing someone else on the road. He testified to mental stress as a result of being forced to drive before his truck was repaired or another had been purchased.

[26] Mr. Singh was again given the opportunity to provide details on how he was not, in his words, “mentally fit”. Again, Mr. Singh testified that he felt pressured to find/buy a new truck while his own totalled truck was still on loan. He indicated that he was terminated while he was still arranging to purchase a new truck. Mr. Singh testified that he had explained he felt that the Respondent was pushing him into getting a new truck, despite explaining to them that he still hadn’t received an insurance payout for his current truck. He could therefore not afford the purchase of a new one. He described this as mental harassment.

[27] Mr. Singh was provided a further opportunity to clarify the nature of the psychological disability he was alleging. He stated that, mentally, he was in shock and experienced trauma due to the death of the person who was involved in the accident and felt that the Respondent was putting pressure on him to return to work and that it did not care about him.

[28] Despite being given numerous opportunities to provide detail with respect to the psychological disability claimed, I find that Mr. Singh did not. His answers were vague regarding his psychological symptoms. Despite having multiple opportunities to do so, Mr. Singh did not indicate with any level of precision how his mental state impacted him or prevented him from fulfilling his contractual duties. For example, I asked specifically how Mr. Singh felt his disabilities affected his ability to communicate with the Respondent. He testified “nothing”.

[29] Not all ailments are disabilities. Rather, a disability under the CHRA is a physical or mental impairment, which results in a functional limitation or is associated with a perception of impairment (*Desormeaux v Ottawa (City)*, 2005 FCA 311 at para 15). A complainant must be able to link a medical condition to a functional limitation with some level of specificity before a disability will be found (*Sturges v. Canada (Elections)*, 2024 FC 1360 at para 15). The case law further states that stress and even some forms of depression may not reach the level of disability required under the CHRA (*Hughes v. Canada (Attorney General)*, 2021 FC 147 at paras 83–86). While I am sensitive to the fact that the time following the accident was likely a stressful time for Mr. Singh, I do not have sufficient testimony related to the precise symptoms that he suffered to find the existence of a psychological disability. Different individuals will react to stressors differently, and while I acknowledge that the accident that Mr. Singh was involved in was a stressor, I do not have specifics about how it impacted him.

[30] That Mr. Singh suffered from physical disabilities only corresponds with the remainder of the evidence.

[31] As noted, the medical records that the Complainant provided at various times to the Respondent regarding his inability to return to work speak only to neck and back pain/sprain.

[32] Had there been psychological concerns, I would have expected that these would have been described in the doctor’s notes. Mr. Singh did not provide any evidence to suggest that this would not be the case. When asked in cross-examination why the medical notes referenced only physical injuries and physical limitations when he also alleged stress

and trauma, Mr. Singh replied that he was “restricted mentally” but was unable to explain why the document would not have stated this.

[33] The medical documentation also indicates that Mr. Singh was under the care of a physiotherapist for his physical injuries. Mr. Singh did not provide evidence that he sought any treatment relating to his mental health.

[34] Similarly, Mr. Singh’s father-in-law, who also had driving experience with the Respondent, did not indicate in his testimony that Mr. Singh had any specific psychological issues after the accident. Had there been psychological issues following the accident that inhibited Mr. Singh’s performance of his contractual obligations, I would have expected his father-in-law to have spoken to this. I draw an adverse inference from the lack of testimony in this regard.

[35] Mr. Singh also described only his physical injuries to the Respondent when asked why he had not operated his truck since the accident. The transcript of an internal investigation states that the reason for this had been “my back and my neck and I have medicine I take at night”. Mr. Singh did not mention psychological reasons. I find that this omission makes it less likely that Mr. Singh suffered from a psychological disability.

B. MR. SINGH SUFFERED AN ADVERSE IMPACT WITH RESPECT TO EMPLOYMENT

[36] As I have found the existence of a disability (in this case, Mr. Singh’s physical injuries), I now must consider whether Mr. Singh suffered an adverse impact with respect to his employment.

[37] Neither party suggests that Mr. Singh’s owner-operator relationship with the Respondent is outside the scope of an employment relationship under the CHRA. As such, I accept that this relationship constitutes an employment relationship for the purposes of the CHRA.

[38] The parties agree that the termination of Mr. Singh’s contract with the Respondent constitutes an adverse impact. I concur.

C. MR. SINGH'S DISABILITY WAS NOT A FACTOR IN THE TERMINATION OF HIS CONTRACT

[39] Therefore, I must now consider whether Mr. Singh's disability was a factor in the termination of his contract with the Respondent.

[40] It is important to note that the discriminatory considerations need not be the sole reason for the termination. It is sufficient for Mr. Singh to prove the existence of a connection between a prohibited ground of discrimination and the adverse impact experienced, even if other factors were at play (see *Bombardier* at paras 44–52; see also *First Nations Child and Family Caring Society of Canada et al. v. Attorney General of Canada (for the Minister of Indian and Northern Affairs Canada)*, 2016 CHRT 2 at para 25, and *Holden v. Canadian National Railway Co.*, (1991) 1990 CanLII 12529 (FCA), 14 C.H.R.R. D/12 (F.C.A.) at para 7).

[41] Similarly, it is not required for Mr. Singh to show that the Respondent had an intent to discriminate.

[42] For the reasons that follow, I find that Mr. Singh was terminated for his inability to secure a replacement truck and/or driver and that his inability to do so was not connected to his disability.

[43] Mr. Singh agreed that he signed a standard contract with the Respondent when he started work with them and agreed that the unsigned version of the contract presented as evidence in this hearing was the same as that which he had signed. The Respondent's witnesses also confirmed that the contract that was entered into evidence was the same that Mr. Singh signed.

[44] I accept that the contract entered as evidence is the same contract that Mr. Singh was bound by during his relationship with the Respondent.

[45] The parties agreed that, as a result of the contract, Mr. Singh was required to provide necessary equipment (i.e., a truck) that met certain specifications in order to provide trucking services to the Respondent. He was also required to provide the necessary driver or drivers

to ensure uninterrupted trucking services to the Respondent. The driver could be himself or a replacement driver.

[46] Mr. Singh testified that he was unable to take up driving himself, owing to his physical disabilities. I believe Mr. Singh on this point. His testimony regarding the physical limitations that prevented him from driving (such as an inability to grip a steering wheel or remain seated for a lengthy duration of time) was detailed and consistent throughout the hearing. His medical records also note that he suffered limitations on his ability to drive as a result of his physical injuries.

[47] Overall, I am satisfied that, before the termination, Mr. Singh could not have driven for the Respondent owing to his physical limitations.

[48] However, this does not end the inquiry.

[49] Mr. Singh testified that he felt pressured into driving for the Respondent and that his inability to return due to his injuries led to the decision to terminate him. The Respondent submits that his termination was not owing to his inability to perform driving duties for the Respondent but rather owing to his inability to ensure that a replacement truck and/or driver was available and to communicate effectively with the Respondent in this regard.

[50] I agree with the Respondent that Mr. Singh was not terminated as a result of his inability to return to his role as a driver.

[51] As noted, pursuant to his contract, Mr. Singh was to provide a driver to the Respondent to allow for uninterrupted service. According to the uncontradicted evidence, this driver could be either Mr. Singh himself or, if he was not available, a replacement driver. Mr. Singh testified that he fully understood this requirement. He specifically indicated in testimony that he had in fact provided a replacement driver on an occasion before the accident when he was unable to perform driving services directly.

[52] Therefore, Mr. Singh was aware of this arrangement as a way of providing services to the Respondent when he could not physically drive. He also knew of his obligation to provide equipment (i.e., a truck) to the Respondent as part of his contractual obligations.

[53] The termination letter of March 23, 2017, states that Mr. Singh was found to be in violation of his contract “by failing to provide trucking services and failing to respond to companies’ inquiries on the status of the securement of another truck.” This is consistent with the Respondent’s submission that Mr. Singh was not terminated due to his inability to provide trucking services directly to the Respondent.

[54] I find that the Respondent put the option of Mr. Singh obtaining a replacement truck and/or driver to him at several points before terminating his contract, as noted below.

[55] Mr. Singh’s supervisor, Mr. Hannaberry, provided his testimony largely in writing, at the request of Mr. Singh. In his testimony, he noted that he never stated that Mr. Singh was required to personally provide driving services to comply with the contractual obligations. Instead, he laid out options for Mr. Singh, including that he could provide a replacement driver. I find Mr. Hannaberry to be a credible witness. His testimony was direct and clear and not shaken on cross-examination. It also aligns with the contract and all parties’ understanding of how the contractual obligations could be fulfilled. Further, it is supported by other documentary evidence.

[56] On January 30, 2018, an email was sent between Respondent employees asking that Mr. Singh be called to advise that “he needs to get a truck asap (buy/lease/rent)”. Shortly after this email, an initial internal investigation was scheduled.

[57] The Respondent also tendered into evidence a transcript of this investigative hearing in February 2018. There, Mr. Singh is asked why he did not operate his tractor since November 12, 2017. When Mr. Singh explained about his accident, the investigating manager for the Respondent inquired as to whether Mr. Singh had considered securing a replacement truck to meet his contractual obligations. Mr. Singh replied that he will look into it.

[58] The Respondent’s insistence on Mr. Singh providing a truck (instead of Mr. Singh personally driving) is confirmed in an email that Mr. Singh sent to his union representative on March 7, 2018, in which he writes: “Now my CN manager wants me to rent a truck or buy another truck but I’m still paying the truck that was involved the accident \$1791 every month

when I'm still in bed rest injured. How can I buy another truck right now or rent? I'm trying to figure this out".

[59] Indeed, Mr. Singh did not deny that he was advised of the option of finding a replacement truck, though his testimony was inconsistent regarding the timing of when these conversations occurred (i.e., at times Mr. Singh testified that he was being pushed to find a replacement truck immediately following the accident and at others that he was only advised of this option just prior to the termination of his contract).

[60] Mr. Singh testified that his failure to provide a replacement driver or truck was just an excuse for the termination and that, in truth, the company had determined that they were going to terminate him irrespective of his alleged breach of contractual obligations owing to his physical injuries and inability to perform trucking services.

[61] As noted above, I find this testimony is contradicted by the documents in question and the other evidence that I heard. Mr. Singh did not provide a way to reconcile the above-noted evidence with his belief that the Respondent was focused on requiring him to drive before he was medically ready.

[62] Mr. Singh alleged that the Respondent falsified documents as evidence of the Respondent's lack of good faith in their dealings with him. Mr. Singh submitted that the Respondent created records in an attempt to show that he had taken up work as a relief driver with the Respondent at the time that he had told them he was unable to work. This was done, in Mr. Singh's view, to discredit him particularly with respect to the extent of his injuries.

[63] Mr. Singh testified that the Respondent had knowingly provided false documents to the Commission during its independent investigation before his complaint was referred for further inquiry.

[64] Mr. Hannaberry indicated in his testimony that the documents in question were initially believed to indicate that Mr. Singh had logged in as a driver but that the Respondent subsequently realized that another driver had erroneously logged into the Respondent's

system as Mr. Singh. Mr. Hannaberry testified that he learned of the error after submitting the records to the Commission when further investigation was undertaken.

[65] I accept Mr. Hannaberry's explanation. He described what led to the error with a level of detail that rang true. While it was unfortunate that the Respondent erred in this way, as it created a lack of trust between the parties, I do not believe that the Respondent falsified documents.

[66] Mr. Singh also attempted to introduce witness evidence from his father-in-law, Gurwinder Uppal, to buttress his claim that Mr. Hannaberry was pressuring him into driving before he was medically cleared. I do not find Mr. Uppal's evidence to be persuasive. Mr. Uppal's evidence appeared very scripted and lacked spontaneous detail. Most importantly, he agreed that his evidence with respect to Mr. Singh's dealings with the Respondent were based on his conversations with Mr. Singh, and not from independent knowledge.

[67] As a result of the above, I do not believe that Mr. Singh demonstrated that his inability to drive was the cause of the termination. I accept that the termination was a direct result of his failure to provide a replacement driver/truck during the time that he was unable to drive himself.

[68] Now, I must determine whether Mr. Singh's failure to provide a replacement driver/truck was in any way linked to his aforementioned physical disability.

[69] For the reasons that follow, I find that Mr. Singh is unable, on a balance of probabilities, to link the physical limitations he experienced to his inability to secure a replacement driver and/or truck. The true barrier appeared to be financial.

[70] At various times in his testimony, Mr. Singh testified that he disagreed with the valuation of his truck as provided by the insurance company. Mr. Singh took the Tribunal through the various reasons why he believed that his insurance company was giving him an unfair quote for the value of his truck. Mr. Singh was unprepared to accept the insurance company's proposed payment as it was too low in his opinion. He testified that accepting the proposed payment would create financial difficulty for him, particularly as he was still

making instalment payments towards the purchase price of the truck that was damaged in the accident.

[71] The protracted negotiations with his insurer are also frequently mentioned by Mr. Singh himself as the reason that he had not been able to provide a replacement truck throughout the email conversations between Mr. Singh and the Respondent.

[72] Mr. Singh testified that he provided a doctor's note to the Respondent to show that he could not work due to his injuries at the time of his termination. Mr. Singh volunteered in his response that he was, however, able to secure a replacement driver and truck. Mr. Singh never testified that his physical injuries were a barrier to doing so. This is the gist of the email that was sent to the Respondent after Mr. Singh's contract was terminated, in which Mr. Singh states that he has been on medical leave but is in the process of buying another truck. This suggests that Mr. Singh's physical disability did not impede his ability to secure a truck.

[73] When asked on cross-examination about a time in which the Respondent suggested that Mr. Singh obtain a rental truck to meet his contractual duties, Mr. Singh replied that he still had some questions about insurance coverage in this regard. He did not indicate restrictions stemming from his disability which would impact his ability to obtain a rental truck.

[74] In a March 2018 internal investigation, Mr. Singh also explained to the Respondent that his inability to secure an appropriate payout from his insurance claim was the issue in securing a replacement truck. There, a transcript shows Mr. Singh being asked for an estimated time when he might be able to return to work. Mr. Singh is quoted as saying that he is waiting for his insurance claim to be "done".

[75] While Mr. Singh attempted to refute this transcript as an accurate record of the conversation and submitted instead that he indicated that he also spoke of his injuries, he did not indicate the basis upon which he recalled this to be the case.

[76] I prefer the transcript, as it aligns with the evidence in this case, including Mr. Singh's testimony.

[77] Indeed, in an earlier transcript provided by the Respondent of a February 2018 internal investigation, the Complainant states that he will “look into” getting a replacement truck. No limitation on his ability to do so as a result of his physical disability is mentioned.

[78] As I am unable to find any link between Mr. Singh’s disability and the termination of his contract, I am unable to find that Mr. Singh has proven a *prima facie* case of discrimination exists.

[79] I therefore dismiss Mr. Singh’s claim.

Signed by

Naseem Mithoowani
Tribunal Member

Ottawa, Ontario
September 18, 2025

Canadian Human Rights Tribunal

Parties of Record

File No.: T2533/9020

Style of Cause: Sukhvir Singh v. Canadian National Transportation Ltd.

Decision of the Tribunal Dated: September 18, 2025

Date and Place of Hearing: September 23-25, and October 29, 2024

By Videoconference

Appearances:

Sukhvir Singh, Self-represented

Larysa Workewych, for the Respondent