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ONLINE LEGAL DIRECTORY

38 PAGES

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**A Lawyer's Oath In
The Province Of Ontario**

**The First Meeting With
Your Lawyer Or Paralegal**

"Ali Ahmari Moghaddam"

**How to Succeed An Owner
Operator Work Permit
Application In Canada**

"Afshin Yazdani"

**What Is Long Term
Disability?**

"Charles E. Gluckstein"

**Love In The
Time Of Pandemic:
Wedding Venues And
Contractual Disputes
Due To Covid -19**

"Aryan Kamyab"



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Table OF Contents

About US	3
Dr. Ashkan Anvari (Note)	5
Ali Ahmari Moghaddam	8
Shirin Taghavi	12
A lawyer's Oath in the Province of Ontario	13
(By: Ali Ahmari Moghaddam)	
The First Meeting With Your Lawyer or Paralegal	15
(By: Ali Ahmari Moghaddam)	
Mehran Aminian	17
IRCA WEB	18
Facelaw On Facelaw Various Platforms	19
Sarvi Safai	20
How to succeed an Owner Operator	23
Work Permit Application in Canada (By: Afshin Yazdani)	
What Is Long Term Disability? (By: Charles E. Gluckstein)	27
Rihana Lajevardi	30
Ross Mirian, ESQ	31
Love in the Time of Pandemic: Wedding Venues and	33
Contractual Disputes due to Covid-19 (By: Aryan Kamyab)	
Maryam Jamshidian	37
Lawyers Directory	38



WE are a directory of Lawyers, Paralegals and Immigration consultants, striving to bring together the best professionals in the legal field.

In today's fast paced world, where almost everyone now has the internet in the palm of their hand, finding the relevant information and assistance you require has never been easier.

Finding an experienced lawyer, paralegal or immigration consultant ("Legal Professional") to assist you with your legal matters should be no different.

Whether your legal matter is complicated or simple, Facelaw.ca is here to make the initial interaction between the client and Legal Professional just as simple.

Facelaw.ca is a website which connects those looking for a Legal Professional to assist them with a legal matter (or those just wanting to get some preliminary legal advice) with an experienced Legal Professional in the appropriate field of law.

The Legal Professional will help guide you through the complex legal landscape and will provide the appropriate and professional legal advice.

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Facelaw.ca was created to eliminate the intimidating process of searching for a Legal Professional to provide legal services. Instead of having to call different offices and law firms searching for the right Legal Professional to retain, Facelaw.ca has compiled a searchable database of local Legal Professionals who are committed to serving their clients.

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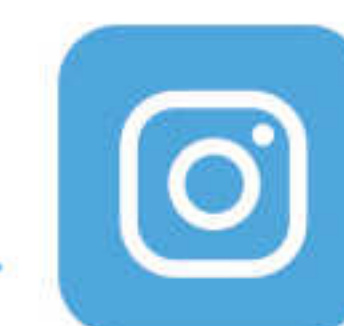


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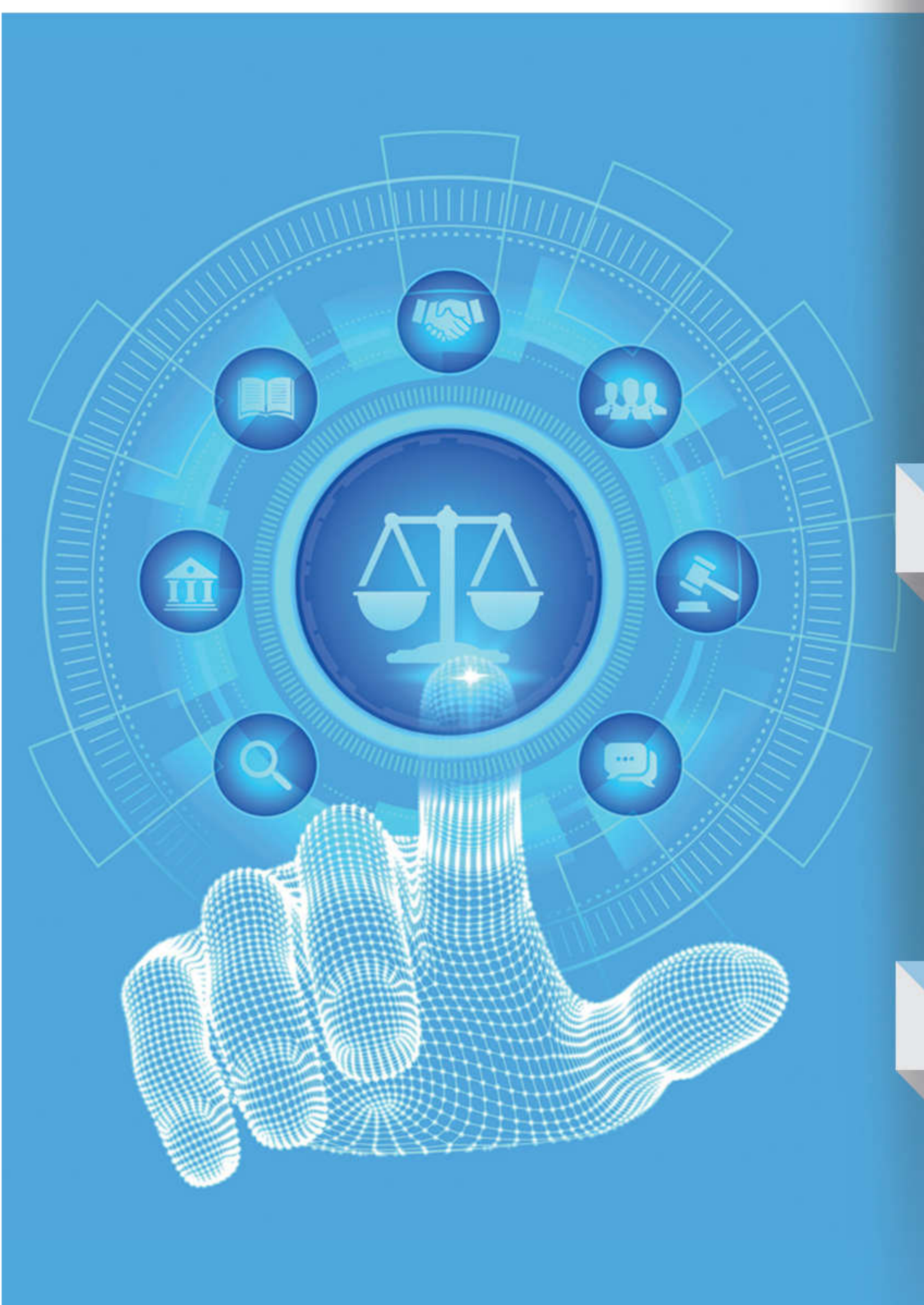




Dr. Ashkan Anvari

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Administration(DBA)

Founder Of The Facelaw Platform

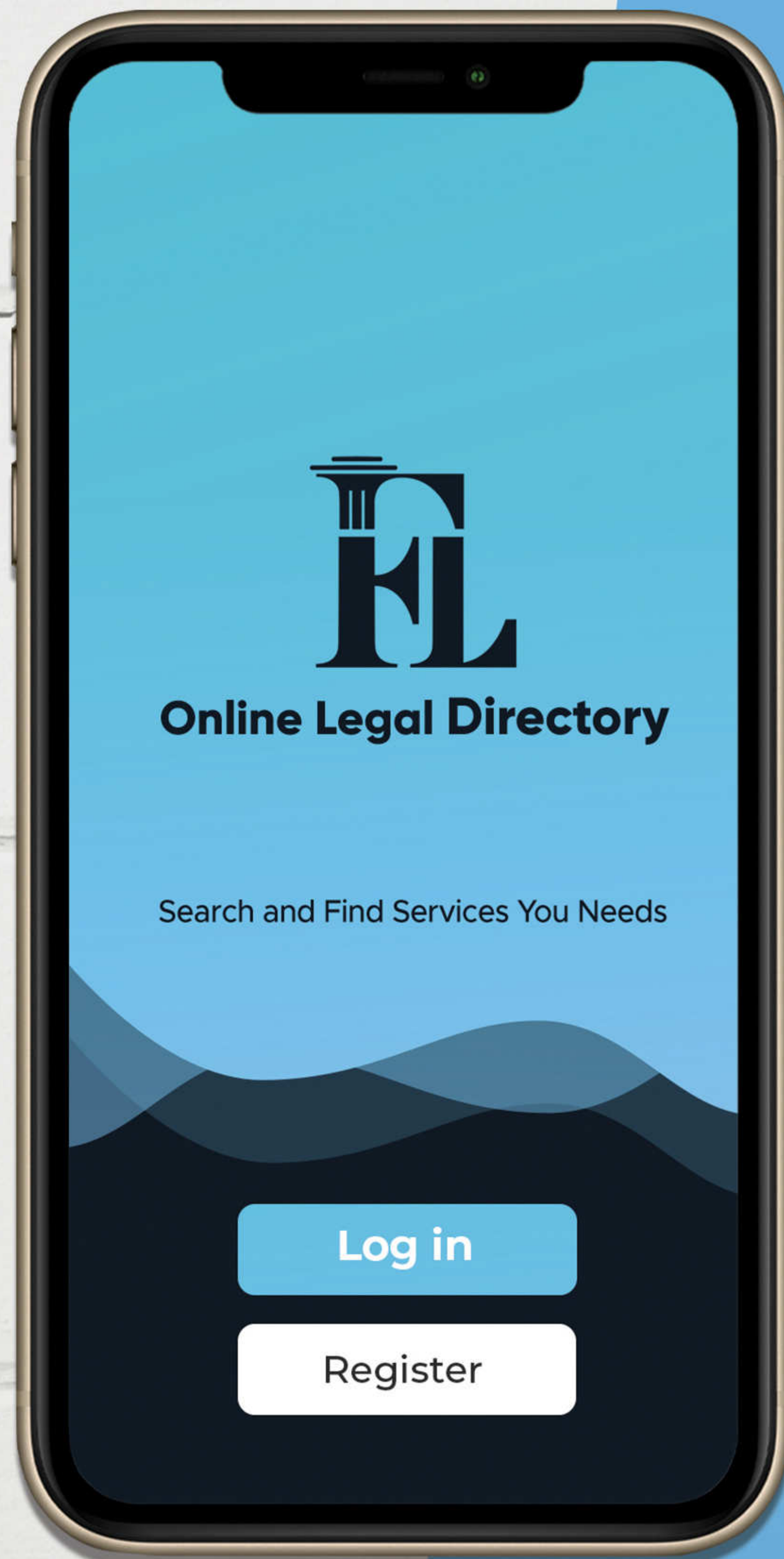


NOTE

Facelaw magazine is published monthly and always available online to read or to download for your future review. Our magazine is available in both English and Farsi versions and explore current legal issues and perspectives. We strive to maintain a variety of perspectives from various areas of law.

We actively encourage our readers to subscribe to the Facelaw magazine by visiting our website at Facelaw.ca and submit a request, so you will not miss any of our future publications.

We also invite you to visit our online legal directory to review the current list of lawyers, paralegals, and immigration consultants which can assist you with your legal needs.



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► Ali Ahmari Moghaddam

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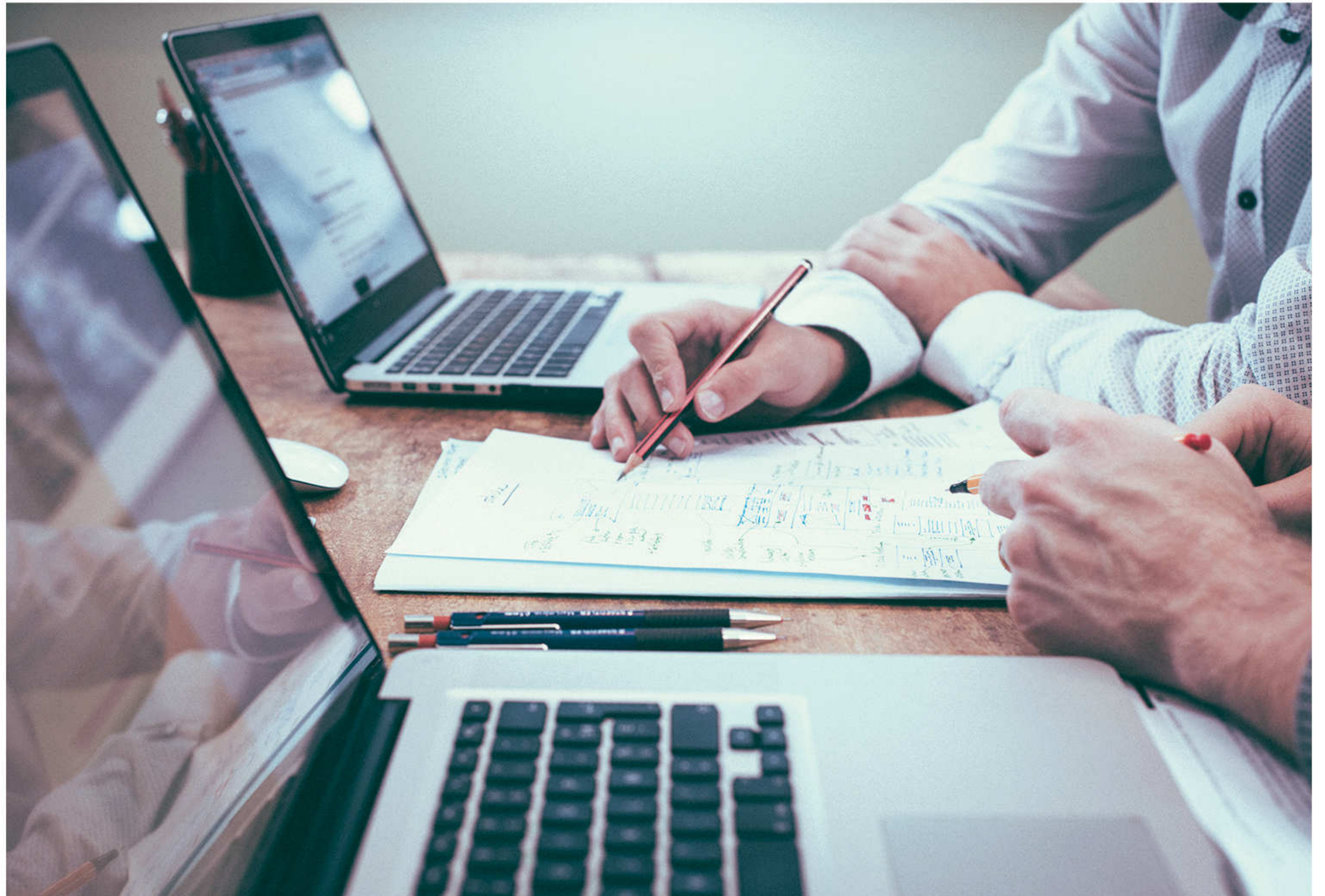
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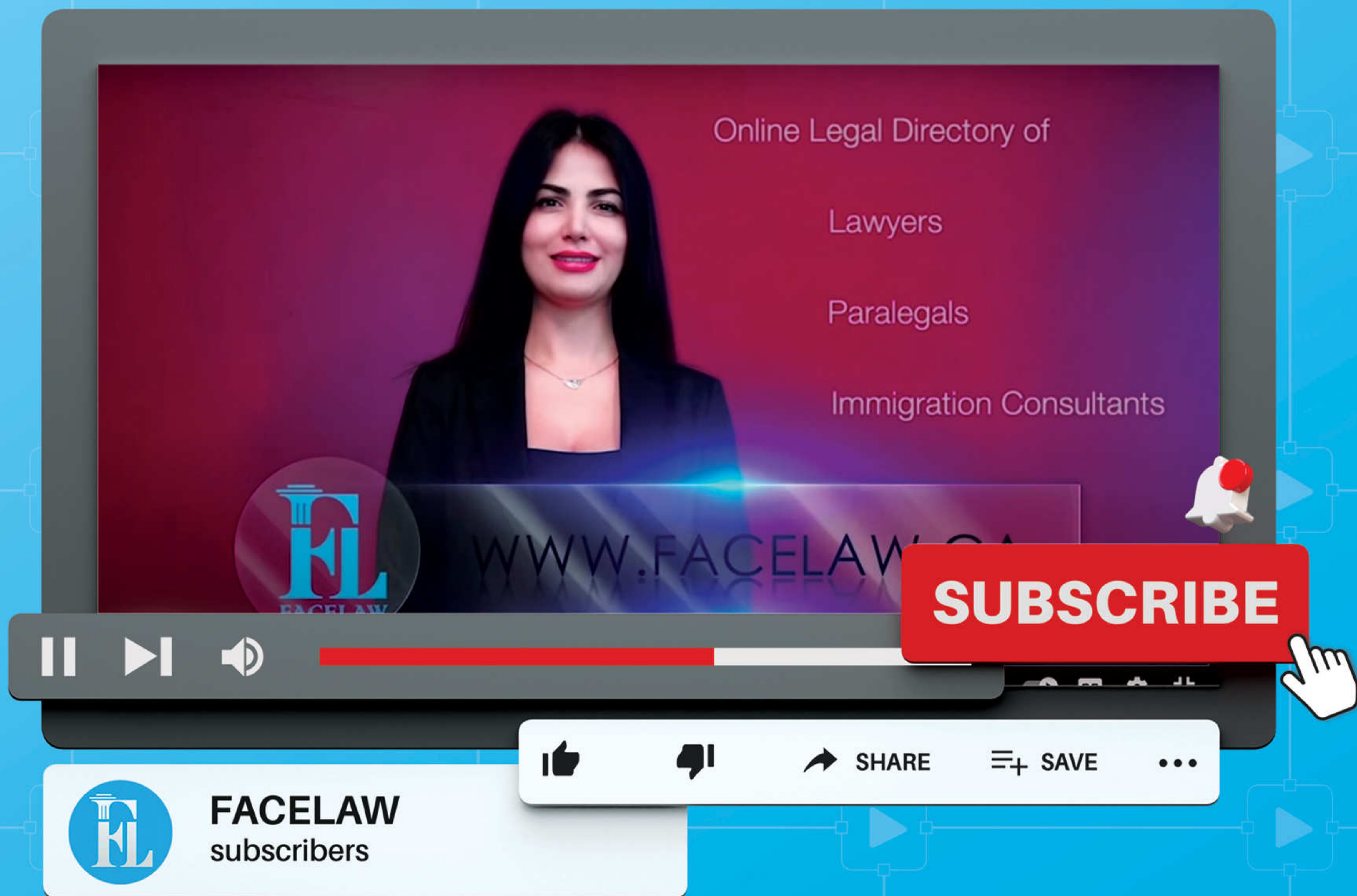
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ARTICLE
FACELAW

In this section of Facelaw you can access useful legal information, and articles you may wish to read that have been published by our members, comprised of lawyers, paralegals and immigration consultants. The intent of Facelaw is to provide a platform to educate the public and to provide a medium for legal needs to be properly addressed pursuant to the laws of Ontario.

The blog is sectioned into different legal topics in which information is provided from different professionals. Facelaw strives to provide you with a wholesome perspective so that you can be guided by different professionals in order to make the best possible decisions involving your legal matters. In doing so, if you have questions you can directly contact the professionals with the information provided on Facelaw. The professionals can help answer your legal questions and guide you in the right direction with respect to your legal matter.

Facelaw has provided an easy access search function that with a simple keyword search you can locate useful information on the legal topic you require information about. We are grateful that we have connected with these professionals to compile valuable resources to share with the public to ensure that you are provided quick and accurate guidance and information.



Subscribe To Our YouTube Channel



In today's technologically advanced world, social media has become the new phenomenon to connect the world on all levels. The world has technologically moved forward in a way that people no longer just rely on radio or TV to access their favorite program.

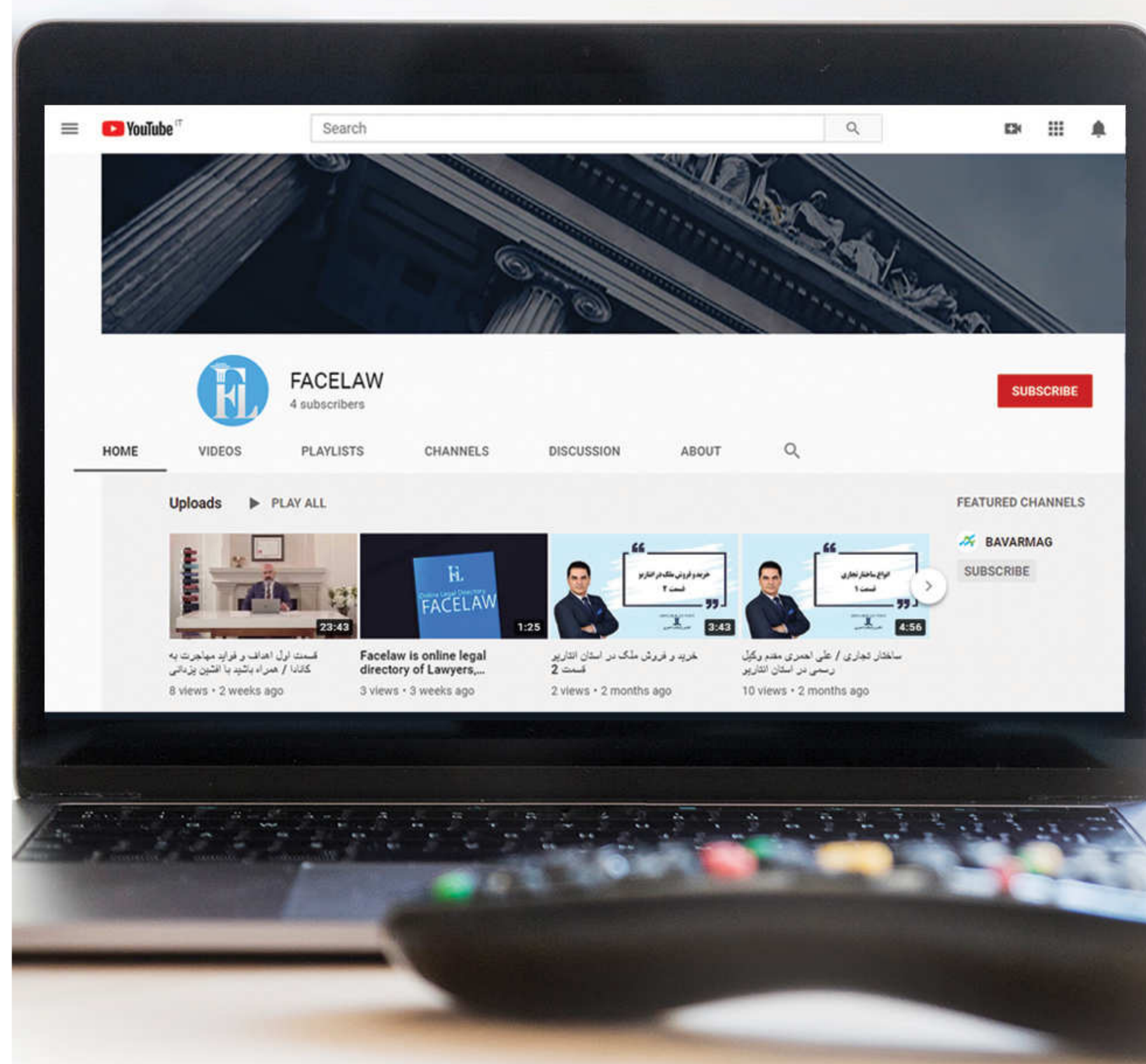
Now more than ever, smartphones, tablets, laptops, computers, and any device that connects to the internet have the ability to provide us with the latest information on a given topic within seconds. Likewise, social media platforms, such as internet, TV and radio, are now instrumental for businesses to advertise their services to the public. This process is not only much cheaper than conventional methods of advertising such as radio or TV, but also provides an opportunity for businesses to maintain direct relationship with their audience.

FACELAW INTERNET TV

Radio FACELAW



 **FACELAW**



In this regard, Facelaw has launched its online TV and radio, with the objective of providing reliable legal information, prepared by our members who are trained legal professionals. Information will be provided via video, audio and podcasts to the public on a timely basis.

If connecting with legal professionals in divergent fields and learning more about their services is of interest to you, you are encouraged to follow our social media, website, and YouTube channel to have access to our professional programs. Facelaw is excited to introduce this new medium for legal professionals to educate and connect with the public.

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SHIRIN TAGHAVI

Shirin is a Toronto based lawyer & founder of Taghavi Law. She holds a Master of Laws degree from Osgoode Hall Law School, York University, and a Bachelor of Laws from Tehran University.

Shirin is a licensed lawyer in Ontario and after several years of experience in Toronto, opened her own law practice.

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A lawyer's Oath in the Province of Ontario



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In accordance with the Section 21 of By Law 4 of the Law Society of Ontario the required oath for an applicant for the issuance of a licence to practise law in Ontario as a Barrister and Solicitor is as follows:

I ... accept the honour and privilege, duty and responsibility of practising law as a barrister and solicitor in the Province of Ontario.

I shall protect and defend the rights and interests of such persons as may employ me.

I shall conduct all cases faithfully and to the best of my ability.

I shall neglect no one's interest and shall faithfully serve and diligently represent the best interests of my client.

I shall not refuse causes of complaint reasonably founded, nor shall I promote suits upon frivolous pretences.

I shall not pervert the law to favour or prejudice any one, but in all things I shall conduct myself honestly and with integrity and civility.

I shall seek to ensure access to justice and access to legal services.

I shall seek to improve the administration of justice.

I shall champion the rule of law and safeguard the rights and freedoms of all persons.

I shall strictly observe and uphold the ethical standards that govern my profession.

All this I do swear or affirm to observe and perform to the best of my knowledge and ability.





The First Meeting With Your Lawyer or Paralegal

When you first meet with your lawyer, here are some simple steps to ensure you get the most out of your legal representation:

1 Explain your situation

Provide as much detail as you can. It is crucial to share with your lawyer everything that is related to your matter. Often people share information that supports their side of the story. As such, it is important that you provide complete and relevant facts so that your lawyer will be able to accurately assess your case at its present stage. Sometimes, it is difficult to determine what information is relevant and what is not, but your lawyer will help you sort this out.



2 Be sure to be prepared

Bring all original and copies of important documents with yourself. Your lawyer will want to examine your documents and all the details important to your case. As well, it is very useful to draft a summary of your matter, that includes names of any potential witnesses, and dates that certain events occurred. You should keep in mind that a limitation period may apply to your matter which will require your lawyer to take certain immediate steps to protect your legal rights. For instance, in Ontario, most limitation periods are governed by the Limitations Act, so it is important to inform your lawyer of the exact date of when specific events occurred.

3 Questions

Write down questions you want to ask your lawyer. You want to know of your options and remedies available to you; the documents you need; your expectations from your lawyer and potential costs.

4 Discuss strategies

Keep in mind, not all disputes can be resolved by taking legal action. As such, you may want to ask your lawyer of your options for resolving the dispute out of court. You should also ask your lawyer about the strengths and weaknesses of your case, and what the likely outcome will be if you pursue your matter through the means of the court.

5 Communication

Ask about methods of communication and how often you should expect your lawyer to communicate with you and what is the preferred method of communication email, phone or an in person meeting.

6 Fees

Usually a lawyer or paralegal requires a retainer fee so that they can begin working on your case. You should ask about the retainer fee, and whether you will be charged a set fee or hourly rate.





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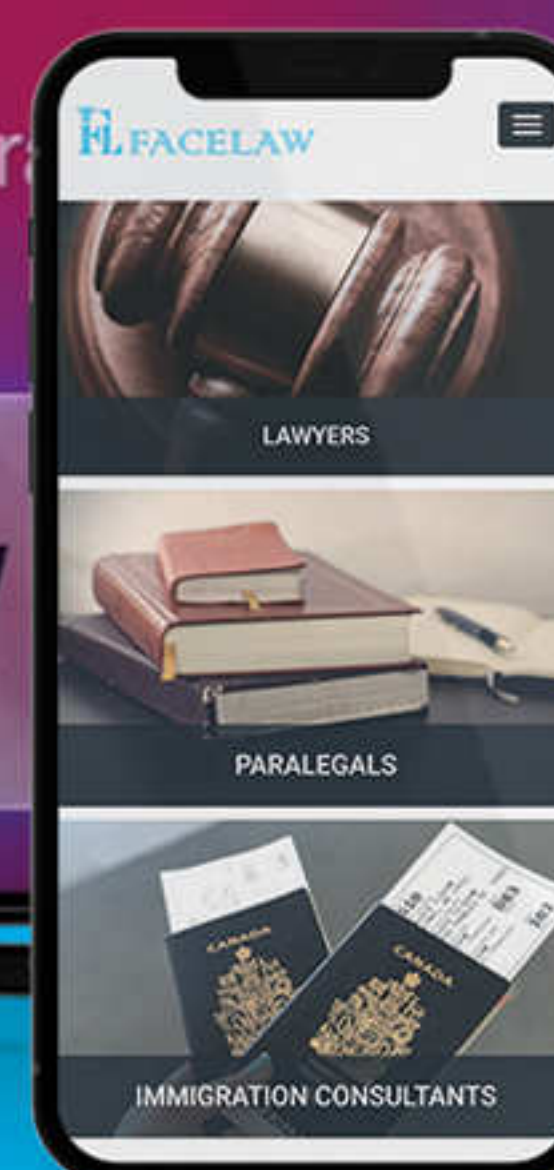
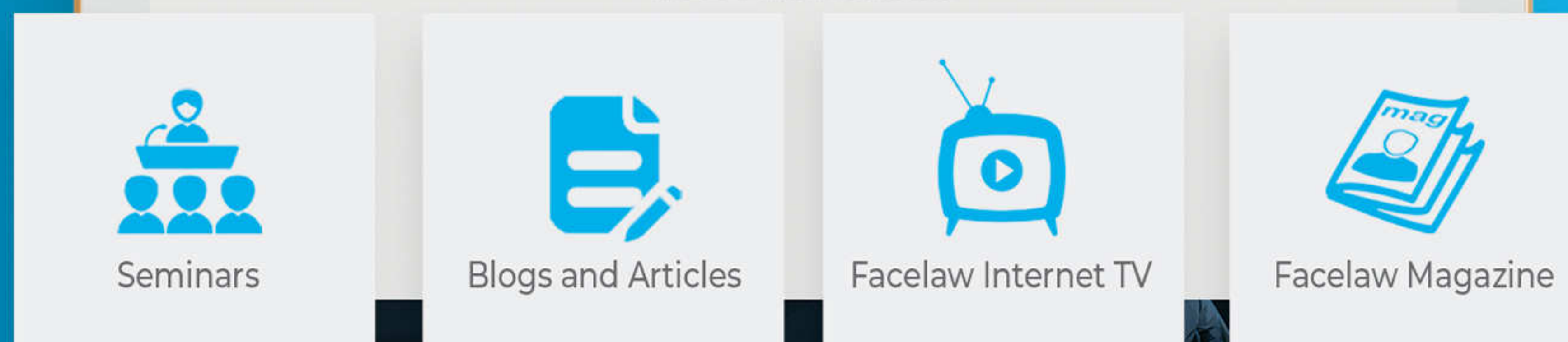
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ONLINE SEMINARS



Facelaw has the technological ability to conduct various seminars for the community in order to increase awareness in the legal field. As well, Facelaw conducts private seminars for businesses to educate them in the different areas of law. This has the power to inspire businesses to tackle new projects and to advance their level of knowledge within the law. For these seminars, the speakers will be the direct members of Facelaw who are licensed professionals like that of lawyers, paralegals and immigration consultants.

Depending on the nature of discussion, the seminar may be led by one or more professionals.

These seminars will take place in North America. Some will be provided for free and others will require the purchase of a ticket. Facelaw will have all the details including prices, dates, and topics of discussion available on our website for your ease of reference.



Facelaw provides the opportunity for the public to read about the member's legal experience, their desired field of law and their current contact information. This unique feature will allow people to learn more about the background and professional work of the members of Facelaw.

Within the seminars, you will have a direct connection with the speakers by having the ability to ask questions during the seminars. The speakers will also provide their contact information so that you can contact them for further legal information and clarification. In doing so, Facelaw will provide a special discount to those who attend the seminars. Please visit our website for further details regarding the discounts. The highlights of each seminar will be displayed on Facelaw's website so that the public can determine if the topics, location, professionals among other details are of interest to them.


Facelaw values education and community and maintains these values at the core of all of its efforts. As a result, Facelaw will have business networking events in which all Facelaw members who are experienced professionals in the legal field will have the opportunity to meet and learn from one another. This will allow them to advance their current expertise and to better serve the public as their legal knowledge will be up to date and expanded.


How to Succeed an Owner Operator Work Permit Application in Canada




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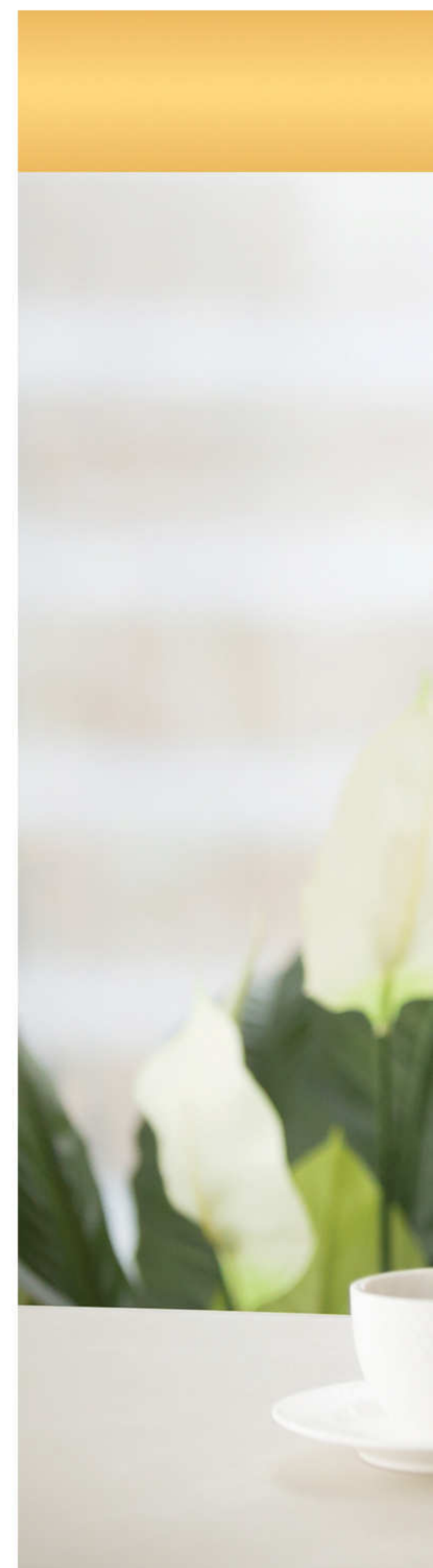
Stream two:

Owner Operator Work Permit Under the International Mobility Program LMIA Exemption Code 11

The International Mobility Program (IMP) under R205(a) paves the way to apply for a work permit which exempted from LMIA. The exemption for owner operator work permit codified under code C11, which quoted as “entrepreneurs or self employed people”.

With some exceptions similar to the LMIA basis Owner Operator WP, to qualify for an Owner Operator work permit under the International Mobility Program, a foreign national (Work Permit Applicant) must demonstrate that:

- 1** He/she owns at least 50% of the business; the business is better to be incorporated in Canada; it can be done through establishing a new business or purchasing an existing business and turn it to a successful business; to demonstrate controlling interest in the business it can be determined by being the sole proprietor, or by being a majority shareholder (hold a minimum of 50.1% of the shares), or by providing an official document to confirm that one shareholder has a controlling interest;
- 2** Operating the business will generate significant economic, social or cultural benefits for Canada, or will provide opportunities for Canadians or permanent residents, such as employment or a unique service;
- 3** He/she has a viable business plan that will benefit Canada and the Canadian population;
- 4** He/she is the best candidate for the job, and has a skill set or experience that will improve the feasibility of the business;



- 5 He/she has taken measures to put the business plan in place from every prospect prior to entering Canada such as financing, leasing office space, and business number, contacting parallel businesses, signing agreements with Canadian suppliers, etc.;
- 6 He/she has filed an Offer of Employer (Employer Compliance) application from his behalf with Immigration, Refugees and Citizenship Canada (Immigration Canada) through employer Portal and received an Employment Number.

Tip for preparing a business plan

To have a successful application, a business plan must address all the following matters:

Must demonstrate that it is a well-researched and detailed business plan by including proper market research, staffing plan to recruit Canadians or permanent residents of Canada, financial matters, local issues...

Must show the business plan significantly contributes to the Canadian economy. While it does not have to be millions of dollars investment, it must show the combination of the investment and their expertise could create opportunities for other Canadian companies and individuals. Nevertheless, there is no minimum investment under this program.

Must contain the applicant's resume to prove the immigration officer who reviews the applicant's experience and education make him/her the best person for the job. A rich history of business ownership or management could be beneficial.

Must demonstrate that the applicant owns at least 50% of the Canadian business. The ownership can be either through purchase an existing business in Canada or establish a new one."



What must be done prior to applying for Work Permit

Before applying for a work permit, the applicant needs to take serious steps toward running the Canadian company that includes the following steps; which is neither inclusive nor exclusive:

1

preparing a detailed business plan by professionals;

2

registering the business in Canada, preferably incorporated with having a Canadian director by professionals;

3

conducting an exploratory visit to Canada, the applicant may need to obtain a multiple entry visitor visa to do it either as a tourist, family visit, or business visitor;

4

signing memorandums of understanding with other Canadian companies;

5

leasing an office even a virtual or shared office;

6

publishing a very detail website that it has a homepage, about us, our services or goods, our customers, associates, testimonial, our contact information;





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**transferring funds to
Canada, or showing
international secured
funds in overseas banks
available to be transferred
to Canada through an
attestation letter from an
accountant or lawyer in
Canada;**

9

**hiring Canadians
or permanent
residents of
Canada, or at
least having a
director who is
Canadian or PR**

10

**demonstration that the
profits of the business
remain predominantly
in Canada or proof that
other significant benefits
have accrued to Canada;**

11

**proof that all
appropriate
federal, provincial
or territorial and
local tax returns
have been filed;
and**

12

**proof that they meet the
temporary requirement
of subsection A22(2),
that they will leave
Canada at the end of the
period authorized for
their stay.**

13

**Providing the
evidence of
English or French
language;**

14

**Providing the
evidence of
sufficient funds
to support
themselves while
in Canada.**





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What Is Long Term Disability?

An individual who is unable to work for an extended period of time, due to injury or illness, is often eligible to receive income replacement benefits in accordance with the Long Term Disability (“LTD”) payments that their employee benefits package insures.

While an employee may regard their condition as obviously qualifying them for LTD coverage, they may find that, much to their dismay, their employer’s insurer has either denied payment or, in cases when it was initially approved, has arbitrarily terminated payments. Denial of LTD coverage can be highly distressing especially so when one is injured or ill and emotionally vulnerable. In the event of denial or termination of your LTD payments, you should consult with a lawyer who has knowledge of LTD contracts and the law involved in order to best represent your interests.

Defining “Total Disability”

■ ■ Navigating The Legal Process

In my experience, many people have only the most basic understanding of their employee’s insurance policy. That is hardly surprising. Reading and understanding an LTD contract is often difficult and, in most cases, employees do not expect that they will become ill or injured. Securing the LTD benefits to which you are entitled begins with reviewing that policy in order to determine how the critical term, “total disability,” is defined. Understanding that term depends, in turn, on what is meant by the “period of disability.”

As I discussed in a previous post, there are two distinct types of disability periods: the “own occupation” and “any occupation” periods. In most cases, a disabled employee is entitled to payments over a period of 104 weeks if that individual’s physical and/or psychological impairments preclude a return to work at their “own occupation.” However, in those instances in which the employee’s physical and/or psychological condition is such that they are unable to work after that two-year period of coverage is exhausted, the standard for “total disability” is redefined. Eligibility for continued coverage means that the employee must be unable to complete the essential duties of “any occupation” for which they are suited by “education, experience or training.”

■ ■ Challenging The Insurer's Decision

Unfortunately, defining “total disability” legally is a more complicated and nuanced process than common sense would seem to dictate. The insurer informs you that your LTD benefits have been denied or terminated, and often does so with very little or no explanation regarding the decision. Although claimants do have the right to appeal such decisions, my experience suggests that remedy is often ineffective, frustrating, and time consuming. Fortunately, there is an alternative. An LTD lawyer can commence litigation against the insurer and challenge the denial by gathering evidence to support the disability claim.



■ ■ Documenting Your Claim

First and foremost, you should understand that, if you are making an LTD claim, “total disability” does not mean that you are incapable of performing any aspects of your job.

Thus, while you may be physically able to return to work, you may be experiencing significant psychological difficulties including anxiety and depression, as well as cognitive challenges that prevent you from being capable of working.

Similarly, though you may feel highly motivated to return to work, and feel that you are emotionally and mentally capable of doing so, you may be physically incapacitated and functionally impaired to such an extent that you simply cannot work.

You may even have tried to return to work, only to discover that you are incapable of doing so.

As a general rule, anyone making an LTD claim should make best efforts to keep an ongoing record of the impact of their injury or illness on their capacity to function.

It is not uncommon for claimants to minimize the impact of their challenges, to attempt to “put on a brave face” in order to cope with their condition with the aim of returning to work.

In doing so, they may avoid being assessed by health care providers or identifying what may become significant health problems.

In the case of disrupted sleep, for example, it is prudent to keep a record of the number of hours you are sleeping and, if the problem persists, to discuss it with your family physician.

Sleep deprivation is one of the more common symptoms that claimants typically regard as being nothing more than a nuisance initially, but can become a significant factor involved in aggravating or prolonging a physical or mental illness.

If a claimant has been struggling with significant psychological problems, they may avoid seeking treatment.

Unfortunately, the perceived stigma associated with mental health problems often results in claimants denying that they are impaired by conditions such as anxiety, depression, or post traumatic stress.



In order to be able to demonstrate clearly that you have done everything reasonable to recover your health and return to work, you should consult with the appropriate health care providers to assess your condition.

Further, you should adhere to all medication regimens you are prescribed, and attend all therapies that are recommended.

Maintaining accurate and complete records of your attempts to mitigate the damages you have sustained as a result of injury or illness strengthens your LTD claim.

■ ■ Experts' Reports



It is often necessary for LTD claimants to participate in medical and psychological assessments in order to document the conditions that are preventing them from working. The reports that the examining professionals produce are important sources of information in countering an insurer's denial or termination of LTD payments. Similarly, claimants are often asked to participate in vocational assessments: a process that provides essential expert opinion regarding both the possibility of returning to pre accident employment or pursuing alternative employment opportunities.

Ario
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Ario legal services is owned by Rihana Lajevardi, a licensed paralegal in good standing with the Law Society of Ontario.

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ROSS MIRIAN, ESQ

Ross Mirian, Esq is the managing lawyer at Mirian Law Firm. He is a member of the State Bar of California and the Law Society of Ontario.

Ross practices in the field of personal injury representing injured victims. He has handled and successfully resolved a number of serious personal injury cases involving catastrophic injuries, death, brain injury, fractures, orthopedic injuries, chronic pain syndrome, car accidents, long term disability, slip and fall, dog bite and psychological disability.

Furthermore, Ross also acts on behalf of clients with real estate transactions.

Mr. Mirian takes a personal interest in all of the firm's cases to ensure the highest standards of service and excellence are consistently met.

Prior to establishing Mirian Law Firm, Ross Mirian worked at a large personal injury law firm in Ontario.

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The onset of the Covid-19 pandemic brought nearly all social gatherings particularly large scale events like weddings and ceremonies to an abrupt halt. But what about the contracts behind them? Courts around the country will be, and have already been, called on to resolve contractual disputes due to Covid-19 related cancellations. Whether the dispute is regarding a large down payment that has become non refundable, or a venue suing the consumer for breach of contract, nobody is pleased about the current situation; the least of which is not the courts themselves.

How can a consumer protect themselves in contractual disputes and what steps can be taken to remedy an ongoing dispute? The following will provide information pertaining to both the consumer and the venue regarding this burgeoning dilemma.

Non Breaching Party: The Venue

The non-breaching party is the party that wishes to uphold the contract. In the case of a wedding reception or a large scale event held in a banquet hall, typically this party will be the venue. Needless to say, the venue does not want to surrender down payments, deposits, and would prefer that the event proceed with full payment. The breaching party will typically be the client or customer who is renting the venue. It is understandable why this party would seek relief from the contract, as surely the event will not be able to proceed under ideal circumstances, if at all. Additionally, if the event is unable to proceed, the breaching party will want deposited funds returned.

In order to resolve these types of conflicts, the first place to start is with the contract itself.

Force Majeure Clause

The non-breaching party will attempt to uphold the contract through the implementation of a force majeure clause. Force majeure literally translates to “**greater force**” and is a commonly used term in contracts. Generally speaking, a force majeure clause will stipulate that the contract will be upheld even in the event that unforeseen circumstances present complications or impossibilities.

Although this may appear unfair to the other party to the agreement, the law requires that a force majeure clause be clearly identified as a term or condition within the contract. Essentially, a force majeure clause should not come as a surprise to the other party, unless they did not read the contract. This is why it is always important to seek legal advice when signing important contracts.

What is an unforeseen circumstance?

This is the golden question. As previously mentioned, a force majeure clause will be required in writing as part of the contract. To provide contractual certainty and further protection, it is common for force majeure clauses to explicitly list examples of circumstances that will be included. Some common examples are strikes, flooding, fires, war, or an “**act of God.**” This practice provides certainty and protection for both parties; the consumer and venue know exactly what type of circumstances will or will not allow for a breach in contract. For example, if the clause merely indicated “**unforeseen circumstances,**” the door is now wide open for either party to argue that a flood or fire is outside or inside of that definition.



Interpreting the list

An additional consideration is the common law doctrine known as *eiusdem generis*. This rule applies to force majeure clauses that indicate a list of circumstances and will require that the list represent the entirety of the applicable circumstances and no cause outside of the list will be included. Essentially, if it is not on the list, then it will not be included.

Matters become complicated when courts are faced with interpreting a circumstance like an “**act of God.**” What is an “**act of God?**” Generally speaking, courts have previously interpreted an act of God to be “**an unforeseen natural occurrence**” or “**an operation of nature by which no human contributed.**”

It remains to be seen how courts will interpret broad force majeure clauses, like an “**act of God**” or “**unforeseen force of nature**”, in relation to Covid-19. As one can imagine, there are arguments on both sides:

is the virus an act of God by which no human contributed? Is the virus itself the reason the contract has been breached, or did the breach occur as a result of the government mandated protocols? In the coming months and years, the courts will be bombarded with answering these difficult questions.



There will not be one clear answer

Not all force majeure clauses are the same. Therefore, the applicability of a force majeure clause will depend on the specific language in each contract. If a list of unforeseen circumstances includes a pandemic or a global health crisis, this clause will likely hold up. But if a list of unforeseen circumstances only includes fire, flood, strike, or war, then the clause will not hold up.

If you have become tangled in a contractual dispute due to Covid-19 and the opposing party is attempting to use a force majeure clause against you, it is crucial to seek legal advice immediately.

Breaching Party: The Consumer

The breaching party is the party that no longer wants to proceed with the contract and will most likely be the consumer.

The consumer may have already provided a sizeable down payment and may be at risk of losing all of it, or the venue may be attempting to hold the customer to the contract and proceed under updated and revised terms.

What options do consumers have to protect themselves?

Frustration

The common law doctrine known as “frustration” exists as an option in all contracts. The Frustrated Contracts Act in Ontario provides guidance for the use of this doctrine. According to the act, if the performance of the contract becomes impossible or otherwise frustrated, the parties may be released from their contractual obligations, sums previously paid may become recoverable, and sums payable may cease to be payable. This would include deposits, down payments, and future installments.

Unlike force majeure, frustration does not require explicit inclusion into the contract as a term or condition. Rather, it will be available if unforeseen circumstances that were not indicated in the contract occur and prevent the agreement from being fulfilled.

The party who wishes to invoke the doctrine must prove that frustration has occurred. It is important to note that if the agreement has only slightly been altered due to the unforeseen circumstance, this may not rise to the level of frustration. The contract must have become impossible to fulfill or “a thing radically different from that which was undertaken by the contract.”

A something radically different?

Although frustration is always available in contract law, it is rarely successfully used because of the high threshold of the definition.

For example, suppose a person rents a venue for a wedding and the contract does not include a force majeure clause.

If a flood occurs and the wedding is unable to proceed, does this mean that the consumer is entitled to receive a full refund and cancel the contract? The contract is not impossible to perform; it is merely impossible to perform that day.

What will likely happen is the venue will make arrangements to reschedule the wedding as soon as possible, and perhaps other accommodations to please the consumer.

If this dispute were to end up in court, a judge would be required to determine if the new contractual agreement is radically different than the previous one.



A shift of dates will likely not reach the level of radical difference to trigger frustration and allow for a lawful breach of contract.

Consumers must be careful with how they approach contractual disputes due to Covid-19. The effects of the pandemic do not give consumers a free licence to terminate a contract and escape contractual obligations as long as there is no effective force majeure clause. If contractual disputes are not handled with legal advice, a consumer might be liable for breach of contract.

The effects of Covid-19 on wedding venue contracts.

As previously discussed, if a consumer wishes to invoke the doctrine of frustration due to Covid-19, the contract must have become something radically different than what was agreed upon.

A rescheduled date may not trigger frustration because the contract has not been altered enough. However, as we have seen the effects of Covid-19 regulations on society, it is unlikely that a temporarily postponed date would be the only difference between the two contracts.

For example, it is likely that the banquet hall would have strict limitations on the number of guests, the date may have been postponed for a year or longer, and the cost of the event would likely increase due to the requirement of additional health security measures.

Considering these severe changes, it is possible that the contract could become “radically different” than the original. It remains to be seen how courts across the country will handle these types of disputes.

But in the meantime, if you have terminated a contract due to Covid-19, or you believe you have cause to terminate a contract, it is crucial to seek legal advice immediately.





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