

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Beztilny v. Integrated Contractors Ltd.*,
2025 BCSC 1835

Date: 20250922
Docket: S64239
Registry: Kamloops

Between:

Ryan Beztilny

Plaintiff

And

Integrated Contractors Ltd. and Joe Hofer

Defendants

Before: The Honourable Mr. Justice B. Smith

Reasons for Judgment

Counsel for the Plaintiff:

T. Maas

Counsel for the Defendants:

K.A. Nusbaum

Place and Date of Hearing:

Kamloops, B.C.
September 9, 2025

Place and Date of Judgment:

Kamloops, B.C.
September 22, 2025

Introduction

[1] This is an application for a stay of proceedings where the applicant is contesting this court’s jurisdiction to hear the respondent’s claim.

[2] The application arises in the context of a claim for wrongful dismissal. Essentially, the respondent’s position is that because he dealt with the economic consequences of the loss of his employment in British Columbia and relied on the support of his family and friends in British Columbia, he suffered breach of contract damages in British Columbia, bringing his claim under the jurisdiction of this court.

[3] The issues are: (1) does this court have territorial competence?; and (2) if it does, should this court exercise discretion to decide that another jurisdiction is a more appropriate venue for these proceedings?

Background Facts

[4] The following facts are undisputed.

[5] The applicant (defendant), Integrated Constructors Ltd., is a skilled labour contracting company. The plaintiff (respondent), Ryan Bezilny, was employed by the applicant.

[6] The applicant and the respondent executed an employment contract dated February 11, 2025 (the “Employment Agreement”) engaging the respondent as a journeyman. A month later, on March 11, 2025, the applicant terminated the Employment Agreement and asserts that it did so with just cause.

[7] The applicant: was incorporated in Alberta; is headquartered in Calgary; does not carry on any business operations in British Columbia; and does not have any assets in British Columbia.

[8] The applicant and the respondent executed the Employment Agreement in Alberta, and the respondent performed all work in Alberta.

[9] The respondent deposited the applicant's paycheques to a British Columbia based financial institution.

[10] The respondent currently resides in British Columbia.

[11] On May 12, 2025, the respondent filed a notice of civil claim alleging wrongful dismissal.

[12] The applicant did not file any response to civil claim and has yet to do so. Instead, on June 2, 2025, it filed a form 108 under rules 21-8(1) and (3) of the *Supreme Court Civil Rules*, BC Reg 168/2009 [*Rules*] disputing this court's jurisdiction.

[13] On August 25, 2025, the applicant applied under Rule 21-8 of the *Rules* for a stay of the respondent's proceedings.

Issues

[14] This court has to decide on two questions:

1. does this court have territorial competence with respect to this proceeding?;
and
2. if the answer to (1) is yes, should this court, in its discretion, decline to assume jurisdiction on the basis that another jurisdiction is a more appropriate forum to hear the proceeding?

Legal Framework

[15] Rule 21-8 of the *Rules* provides, in part, as follows:

Disputed jurisdiction

(1) A party who has been served with an originating pleading or petition in a proceeding, whether that service was effected in or outside British Columbia, may, after filing a jurisdictional response in Form 108,

- (a) apply to strike out the notice of civil claim, counterclaim, third party notice or petition or to dismiss or stay the proceeding on the ground that the notice of civil claim, counterclaim, third party notice or petition does not allege facts that, if true, would establish that the court has

jurisdiction over that party in respect of the claim made against that party in the proceeding,

(b) apply to dismiss or stay the proceeding on the ground that the court does not have jurisdiction over that party in respect of the claim made against that party in the proceeding, or

(c) allege in a pleading or in a response to petition that the court does not have jurisdiction over that party in respect of the claim made against that party in the proceeding.

Disputed pleading or service

(3) If a party who has been served with an originating pleading or petition in a proceeding, whether served in or outside British Columbia, alleges that the notice of civil claim, counterclaim, third party notice or petition is invalid or has expired or that the purported service of the notice of civil claim, counterclaim, third party notice or petition was invalid, the party may, after filing a jurisdictional response in Form 108, apply for one or both of the following:

(a) an order setting aside the notice of civil claim, counterclaim, third party notice or petition;

(b) an order setting aside service of the notice of civil claim, counterclaim, third party notice or petition.

[16] The *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c 28, ss. 3, 10-11 [Act] governs questions of jurisdiction in British Columbia.

Territorial Competence

[17] Section 3 of the *Act* outlines when this court has territorial competence:

Proceedings against a person

3 A court has territorial competence in a proceeding that is brought against a person only if

(a) that person is the plaintiff in another proceeding in the court to which the proceeding in question is a counterclaim,

(b) during the course of the proceeding that person submits to the court's jurisdiction,

(c) there is an agreement between the plaintiff and that person to the effect that the court has jurisdiction in the proceeding,

(d) that person is ordinarily resident in British Columbia at the time of the commencement of the proceeding, or

(e) there is a real and substantial connection between British Columbia and the facts on which the proceeding against that person is based.

[18] The only ground for territorial competence that is relevant to this application is s. 3(e), “real and substantial connection”.

[19] Section 10 of the *Act* is a non-exhaustive list of circumstances where there is a presumption of a “real and substantial connection” within the meaning of s. 3(e) of the *Act*:

Real and substantial connection

10 Without limiting the right of the plaintiff to prove other circumstances that constitute a real and substantial connection between British Columbia and the facts on which a proceeding is based, a real and substantial connection between British Columbia and those facts is presumed to exist if the proceeding

[...]

(e) concerns contractual obligations, and

(i) the contractual obligations, to a substantial extent, were to be performed in British Columbia,

(ii) by its express terms, the contract is governed by the law of British Columbia, or

(iii) the contract

(A) is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and

(B) resulted from a solicitation of business in British Columbia by or on behalf of the seller,

(f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia,

(g) concerns a tort committed in British Columbia,

(h) concerns a business carried on in British Columbia,

[20] *Woosnam v. Juring*, 2014 BCSC 1661 [*Woosnam*] states that the party asserting jurisdiction must prove that this court has territorial competence to hear the claim.

[21] *The Original Cakerie Ltd. v. Renaud*, 2013 BCSC 755 [*Cakerie*] states that even if none of the circumstances outlined in s. 10 of the *Act* apply, a “real and

substantial connection” can be established on a broad interpretation of the facts of the matter.

[22] *Marren v Echo Bay*, 2003 BCCA 298 [*Marren*] states that residence alone is insufficient to establish a “real and substantial connection”:

[17] The only significant factor connecting the claim with British Columbia is Mr. Marren’s current residence. ...in my view, residence is not a sufficient connection to ground jurisdiction simpliciter for a breach of a contract made, performed, and breached outside British Columbia and governed by the law of another jurisdiction even when consideration is given to the fact the appellant has passive assets in British Columbia, and that, because of his move to British Columbia, one of the respondents can be seen as having suffered the loss of an income stream or damages in lieu thereof in this province, and, if jurisdiction is denied, will be forced to sue elsewhere...

Discretion to Decline Jurisdiction

[23] Once this court has established territorial competence, it may decline to hear a matter as outlined in s. 11 of the *Act*:

Discretion as to the exercise of territorial competence

11 (1) After considering the interests of the parties to a proceeding and the ends of justice, a court may decline to exercise its territorial competence in the proceeding on the ground that a court of another state is a more appropriate forum in which to hear the proceeding.

(2) A court, in deciding the question of whether it or a court outside British Columbia is the more appropriate forum in which to hear a proceeding, must consider the circumstances relevant to the proceeding, including

- (a) the comparative convenience and expense for the parties to the proceeding and for their witnesses, in litigating in the court or in any alternative forum,
- (b) the law to be applied to issues in the proceeding,
- (c) the desirability of avoiding multiplicity of legal proceedings,
- (d) the desirability of avoiding conflicting decisions in different courts,
- (e) the enforcement of an eventual judgment, and
- (f) the fair and efficient working of the Canadian legal system as a whole.

[24] *Bakali v. Mak*, 2024 BCSC 2345 [*Bakali*] states at para. 76 that the party seeking a stay must show that the alternative forum is clearly more appropriate.

[25] The relevant common law factors for assessing (a) comparative convenience include: where each party resides; where each party carries on business; and the convenience or inconvenience of witnesses and the costs of conducting the litigation in this jurisdiction: *Bakali* at para. 81. The relevant common law factors regarding (b) the law to be applied include: where the cause of action arose; where the loss or damage occurred; the applicable substantive law; and the difficulty of proving foreign law, if necessary: *Bakali* at para. 87.

[26] *Bizon v. Inland Cement Ltd*, 1992 CarswellBC 1617 [*Bizon*] sets out how “forum shopping” on the basis of court procedures available is impermissible without a strong connection to a jurisdiction.

8. ...the plaintiff is not entitled to choose his forum without some connection to the jurisdiction of the court. He should either reside there, the contract should have been made there or the defendants should carry on their principal business there. but none of those conditions prevail in the case at bar. There is no real or substantial connection to this jurisdiction. In my view, it would be against public policy to have the effect of persons taking wrongful dismissal actions in one province to another province solely for the purpose of taking advantage of a Rule 18A.

Discussion

Territorial Competence

[27] As the party asserting jurisdiction, the respondent has the onus to establish that this court has territorial competence.

[28] The respondent has not submitted that any of the circumstances under s. 10 of the *Act* apply. Rather, the respondent submits that this matter has a real and substantial connection to British Columbia because of the “location” of the breach of contract damages. He claims to have suffered damages from the alleged wrongful dismissal in British Columbia because he returned to British Columbia after his employment was terminated, and has relied on the support of his friends and family in British Columbia.

[29] The respondent relies on the authority of *Cakerie* for the proposition that, on a broad interpretation of the facts of this case, the location of damages sustained through breach of contract can establish territorial competence.

[30] The respondent's reliance on *Cakerie* is misplaced. *Cakerie* is a case where contract damages would have actually occurred in British Columbia. The corporate plaintiff had its head offices in British Columbia, the defendant employee reported to the British Columbia office, and the defendant employee was responsible for employees based in British Columbia. The alleged breach of contract by the *Cakerie* defendant would have caused an injury in British Columbia to a British Columbia company.

[31] The facts on this application are distinguishable from those in *Cakerie*. The respondent has not demonstrated any connection between the action and British Columbia, other than it being the location of his residence and bank account.

[32] The respondent has not submitted any authority to suggest that damages flowing from the breach of an employment contract that occurred wholly outside of British Columbia bring the dispute into the jurisdiction of British Columbia.

[33] Indeed, *Marren* stands for the opposite proposition. The Court of Appeal in *Marren* stated, at para. 17, that the "loss of an income stream" in connection with a contract made, performed, and breached outside of British Columbia was not sufficient to ground territorial competence.

[34] It is worth noting too that *Marren* concerned remarkably similar facts to those on this application. In *Marren*, one respondent also entered an employment contract in Alberta. He performed all work at the employer's work site in the Northwest Territories. After the contract was terminated, he moved to British Columbia. Similarly to this application, the only connection between the *Marren* respondent and British Columbia was residence and a bank account. That connection was found not to be enough to establish territorial competence.

[35] The respondent has not established that the “location” of the breach of contract damages is British Columbia and therefore has not satisfied me that there is a “real and substantial connection” to British Columbia.

[36] Accordingly, I find that this court does not have territorial competence to adjudicate this matter.

Discretion to Decline Jurisdiction

[37] Even if I had found that this court has territorial competence, I would have exercised this court’s discretion to decline jurisdiction.

[38] The applicant seeks to have this matter heard in another jurisdiction, therefore, it would bear the burden of showing that the other jurisdiction is more appropriate.

[39] The applicant submits that this court should decline to exercise its jurisdiction because the common law factors from *Bakali* weigh against British Columbia and towards Alberta. It submits that all events relating to the formation, performance, and termination of the Employment Agreement occurred in Alberta, the law governing the respondent’s employment was Alberta law, the applicant is headquartered in Alberta, and all of the applicant’s witnesses live and work in Alberta.

[40] I agree with these submissions. The common law factors weigh against this court exercising discretion to hear this matter.

[41] The respondent submits that this court is the appropriate venue for this matter because of the summary trial procedure, which does not exist in Alberta.

[42] This submission does not accord with *Bizon*, which was a wrongful dismissal case where the plaintiff sought to have the matter heard in British Columbia because of, in part, the availability of the summary trial process.

[43] In *Bizon*, the court held that, despite the perceived advantage of the British Columbia Supreme Court, a plaintiff is not allowed to “forum shop” without sufficient connection to this jurisdiction.

[44] The court in *Bizon* does list residence as “some connection” to British Columbia but, as I outlined in the territorial competence section of these reasons, residence alone does not indicate a “real and substantial connection.”

[45] Additionally, there is no guarantee that this matter would be suitable for the summary trial process even if it were to proceed in British Columbia.

[46] The availability of the summary trial process absent other strong connections to British Columbia would not persuade me to exercise this court’s discretion to hear the respondents’ claim.

[47] In light of these considerations, I find that Alberta is clearly the more appropriate jurisdiction for this matter.

Conclusion

[48] The application is granted and a stay of proceedings will be entered.

[49] The applicant has been entirely successful and is entitled to costs.

“B. Smith J.”

B. SMITH J.