

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Stanley Park Preservation Society v.  
Vancouver Board of Parks and Recreation,*  
2025 BCSC 2500

Date: 20251217  
Docket: S250996  
Registry: Vancouver

Between:

**Stanley Park Preservation Society, Michael Robert Caditz,  
Katherine Rose Caditz, Anita Ahlmann Hansen, Jillian Margaret Maguire**  
Petitioners

And

**Vancouver Board of Parks and Recreation and City of Vancouver**  
Respondents

Before: The Honourable Justice Basran

## Reasons for Judgment

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Place and Dates of Hearing: Vancouver, B.C.  
November 5–7, 2025

Place and Date of Judgment: Vancouver, B.C.  
December 17, 2025

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**Introduction**

[1] The petitioners seek a judicial review of decisions taken by the respondents, Vancouver Board of Parks and Recreation (the “Park Board”) and the City of Vancouver (the “City”) (collectively, the “respondents”), authorizing large scale tree removals in Stanley Park (the “Tree Removal Project”).

[2] In 2023, the City authorized the Tree Removal Project in response to a Hemlock Looper Moth infestation that significantly impacted the forest in Stanley Park from 2019 to 2022. The Looper Moth devours the leaves of conifers, such as western hemlocks, which are commonly found in Stanley Park. This defoliation of affected trees often leads to their death. The Park Board authorized the Tree Removal Project on October 8, 2024.

[3] The City and Park Board authorized the Tree Removal Project based on concerns that dead or dying trees in Stanley Park threatens public safety due to falling trees or branches and increases the risk of wildfire.

[4] The petitioners disagree with the scientific basis for the Tree Removal Project. They deny that the dead or dying trees pose a public safety or wildfire risk. They are concerned that up to one-third of the trees in Stanley Park may be destroyed without a reasonable, independent, and intelligible scientific and legal basis for doing so.

[5] During the hearing, the petitioners narrowed the relief sought. They seek declarations that the supply contracts for the first two phases of the Tree Removal Project, entered into and completed in 2023 and 2024, were not properly authorized by the Park Board. They also seek to quash the two Park Board decisions made in 2025 in respect of the third phase of the Tree Removal Project.

**Factual Background**

[6] The respondent, the City is incorporated pursuant to the *Vancouver Charter*, S.B.C. 1953, c. 55, as amended [*Vancouver Charter*]. It has an elected mayor and council.

[7] The respondent, the Park Board is established pursuant to s. 485 of the *Vancouver Charter*. A publicly elected Board of Commissioners (the “Commissioners”) governs the Park Board and its staff, including the Urban Forestry Team, which is paid by the City but solely accountable to the Park Board.

[8] As a designated public park, the Park Board has exclusive jurisdiction over the custody, care, and management of Stanley Park: *Vancouver Charter*, s. 488.

[9] The City is responsible for funding the Park Board budget: *Vancouver Charter*, ss. 491 and 492.

[10] The Park Board Procurement Policy requires that the Park Board approve all contracts worth over \$750,000. The Urgent Procurement Exception, when applicable, bypasses the requirement for a competitive process but it does not bypass the \$750,000 limit beyond which the Park Board must authorize contracts.

### **The Hemlock Looper Moth Outbreak**

[11] On September 1, 2022, the General Manager of Parks and Recreation informed the Commissioners that the Urban Forestry Team was determining the extent of damage caused by the Hemlock Looper Moth outbreak in Stanley Park.

[12] In December 2022, following a request for proposals process, City staff contracted with B.A. Blackwell and Associates (“Blackwell”) to assess the impacts of the Hemlock Looper Moth outbreak on the trees and forested areas in Stanley Park.

[13] During a January 16, 2023 Park Board meeting, Park Board staff informed the Commissioners that the Urban Forestry Team was developing a mitigation plan for the risks caused by the Hemlock Looper Moth outbreak in Stanley Park. The presentation advised that Blackwell had been retained to provide mitigation options that would balance public safety with the ecological health of Stanley Park.

[14] On July 10, 2023, the Acting General Manager of Parks and Recreation informed the Commissioners that:

- a) Stanley Park was in the fourth year of a Hemlock Looper Moth outbreak;
- b) The two primary risks stemming from the outbreak were increased tree mortality leading to public safety concerns and increased wildfire risk due to fuel build-up in Stanley Park;
- c) Blackwell had been working on a mitigation plan since December 2022 and advised that mitigation treatments were imperative to avoid catastrophic losses. The risks to public safety would increase significantly unless immediate mitigation steps were taken due to higher likelihoods of trees falling and harming people and park infrastructure as well as the potentially devastating consequences of a significant wildfire in Stanley Park;
- d) Staff aimed to begin treatments in priority areas of Stanley Park, such as the Causeway in Fall 2023; and
- e) Mitigation and restoration efforts would be costly.

[15] Also on July 10, 2023, the Park Board passed a resolution that directed staff to “develop an updated risk mitigation plan, including measures to address and/or remove dead trees and other materials that might constitute wildfire risk.”

### **The Tree Removal Project**

[16] Before the updated risk management plan was developed and presented to the Park Board, and before the Commissioners decided on any particular course of action to address the Hemlock Looper Moth infestation in Stanley Park, Park Board staff entered into a sole source contract for \$1,900,000 with Blackwell to begin removing trees from Stanley Park. On September 11, 2023, Park Board staff entered into this supply agreement with Blackwell to commence tree removal in Stanley Park (the “First Supply Agreement”).

[17] On October 20, 2023, the Director of Parks and Recreation informed the Commissioners by memorandum that the Hemlock Looper Moth outbreak killed or

severely defoliated 25% of the trees of over 20 cm in diameter and an additional 36% of the trees had been moderately defoliated in Stanley Park.

[18] Blackwell began tree removal in October 2023. Over the following six months to April 2024, it removed approximately 7,000 trees from Stanley Park. The work done pursuant to the First Supply Agreement is referred to as “Phase One”.

[19] The Blackwell Report was completed and submitted on January 24, 2024 (the “Blackwell Report”). It contemplated the removal of up to 160,000 trees from Stanley Park over the following three to five years. This is approximately one-third of the trees in Stanley Park.

[20] The Blackwell Report concluded that as of April 2023:

- a) 30% of the trees of over 20 cm in diameter in Stanley Park had been killed or severely defoliated by the Hemlock Looper Moth infestation and an additional 36% had been moderately defoliated;
- b) As these trees decay and die, they pose an increasing risk to human safety and park infrastructure that would increase significantly over the following three to ten years;
- c) Decaying trees cause woody surface fuel accumulation and this, along with standing dead trees, will create conditions that hinder effective and safe emergency response; and
- d) Wildfire risk and fire growth potential was modelled and found that 24% of Stanley Park was subject to high and extreme wildfire risk with an additional 60% rated at moderate risk.

[21] The Commissioners were updated on the mitigation work on March 19, 2024, April 17, 2024, and May 27, 2024.

[22] In January and May 2024, the City Council approved operating budget increases for the Park Board to fund phases one and two, respectively, of the

mitigation work for trees damaged by the Hemlock Looper Moth outbreak in Stanley Park.

[23] On June 21, 2024, following a request for proposals, the City entered into a second supply agreement with Blackwell to do further tree removal work contemplated in the Blackwell Report (the “Second Supply Agreement”, and together with the First Supply Agreement, the “Supply Agreements”). The work to be done pursuant to the Second Supply Agreement is referred to as “Phase Two”, which contemplated the removal of approximately 6,000 trees from October 2024 to April 2025.

### **The Injunction Application**

[24] In September 2024, four individual plaintiffs in the Vancouver Registry Action S244617, namely, Michael Caditz, Katherine Caditz, Anita Hansen, and Jillian Maquire, sought an interlocutory injunction to prevent the further removal of trees from Stanley Park, challenging the Tree Removal Project based on a civil claim grounded in negligence.

[25] In reasons for judgment dated October 1, 2024 and indexed as *Caditz v. Vancouver (City)*, 2024 BCSC 1807, the Court declined to grant the injunction on the basis that the defendants in that action, namely, City of Vancouver, Board of Parks and Recreation, Joe McLeod, and B.A. Blackwell & Associates Ltd., did not owe a duty of care to the individual plaintiffs. The Court noted that public law, by way of judicial review, provided potential remedies against one or all of the public respondents in respect of the decisions made or not made by the City and Park Board.

### **Park Board Resolutions**

#### ***October 8, 2024 Resolution***

[26] One week after the Court’s decision, on October 7 and 8, 2024, the Park Board held a public committee meeting (the “October Meeting”), during which the

Stanely Park Looper Response and Mitigation Plan was discussed. Staff sought Park Board's approval for the Phase Two work as described in the Blackwell Report.

[27] On October 8, 2024, the Park Board passed a resolution approving the Phase Two work (the removal of approximately 6,000 trees in Stanley Park from October 2024 to April 2025) and directed staff to begin a competitive procurement process for the Phase Three work (Quarter 4 2025 to Quarter 1 2027) with a report back to the Park Board for approval of the extent of treatment prior to implementation (the "October 8, 2024 Resolution").

[28] The record before the Park Board in respect of the October 8, 2024 Resolution consisted of:

- a) A report from the Director of Park Operations entitled "Stanley Park Hemlock Looper Response and Mitigation Plan", dated October 2, 2024;
- b) A PowerPoint presentation prepared by Park staff entitled "Stanley Park Update: Hemlock Looper Response", dated October 7, 2024;
- c) A report entitled "Stanley Park Treatments Will Cause More and Longer-Lasting Harm to the Park than the Short-Lived Looper Infestation" prepared by Dominick DellaSala;
- d) Correspondence, correspondence summaries, and documents from the public regarding the Stanley Park Looper Moth Response and Mitigation Plan; and
- e) The proceedings of the Park Board's October meeting, including the submissions of Park staff and members of the public, and the deliberations of the Commissioners.

[29] A number of members of the public addressed the Park Board committee during the October Meeting, including the petitioners of this action, namely, Stanely Park Preservation Society, Michael Caditz, Katherine Caditz, and Jillian Maguire. During the October Meeting, Norm Oberson, Bradley Armitage, Rhonda Milikin,

Christine Thuring, Yudel Huberman, and Zhuo Min (Joey) Zhang also addressed the Park Board Committee. The petitioners tendered their affidavits in this proceeding.

[30] In response to questions from the Commissioners, Park Board staff confirmed that the priority of the mitigation plan was public safety and reducing wildfire risk. They understood that significant portions of Stanley Park would need to be closed if Phase Two of the Tree Removal Project were not approved.

***December 9, 2024 Resolution***

[31] Following a November 2024 windstorm, the Park Board held a public Park Board committee meeting on December 9, 2024 to consider accelerating some of the Phase Three work (the “December Meeting”). On that day, the Park Board passed a resolution approving some of the Phase Three work and a competitive request for proposal (“RFP”) process for the remainder of this work (the “December 9, 2024 Resolution”).

[32] The record before the Park Board with respect to the December 9, 2024 Resolution consisted of:

- a) A report from the Director of Park Operations entitled “Stanely Park Hemlock Looper Response and Mitigation Plan - Advancing Phase Three”, dated December 4, 2024;
- b) Three third-party assessments obtained by the City’s Urban Forestry Department to determine the condition of the trees in the designated areas of Stanely Park, identify risks, and recommend treatments
- c) A PowerPoint presentation prepared by Park staff entitled “Stanley Park Hemlock Looper Response and Mitigation Plan - Advancing Phase Three”, dated October 7, 2024;
- d) The proceedings of the Park Board committee meeting on December 9, 2024, including the submissions of Park staff and members of the public, and the deliberations of the Commissioners;

- e) Correspondence, correspondence summaries, and documents from the public regarding the Stanley Park Looper Response and Mitigation Plan, including the same report of Dominick DellaSala submitted during the October Meeting entitled “Stanley Park Treatments Will Cause More and Longer-Lasting Harm to the Park than the Short-Lived Looper Infestation” and a report prepared by Norm Oberson opposing the Phase Three work;

[33] Again, a number of members of the public addressed the Park Board Committee during the December Meeting including the petitioners of this action, namely, Stanley Park Preservation Society, Michael Caditz, Katherine Caditz, and Jillian Maguire. Norm Oberson, Dominick DellaSala, and Leonard Vanderstar also addressed the Park Board Committee. The petitioners tendered their affidavits in this proceeding.

[34] The accelerated Phase Three work approved by the December 9, 2024 Resolution began in January 2025 and concluded in April 2025.

***July 21, 2025 Resolution***

[35] On February 7, 2025 and May 9, 2025, the Commissioners received updates on the mitigation work done in response to the Stanley Park Hemlock Looper Moth outbreak.

[36] On July 21, 2025, the Park Board held a public Park Board committee meeting (the “July 2025 Meeting”) during which the Stanley Park Looper Response and Mitigation Plan was discussed and approval to proceed with the rest of the Phase Three work was sought. On that day, the Park Board passed a resolution approving the rest of the Phase Three work and authorizing the City to enter into a contract with Blackwell to do this work, (the “July 21, 2025 Resolution”).

[37] The record before the Park Board with respect to the July 21, 2025 Resolution consisted of:

- a) A report from the Director of Park Operations entitled “Stanely Park Looper Response and Mitigation Plan - Phase Three”, dated July 16, 2025;
- b) A PowerPoint presentation prepared by Parks staff entitled “Stanley Park Hemlock Looper Response and Mitigation Plan – Phase Three”, dated July 21, 2025;
- c) Three letters sent by email to the Commissioners by the petitioner Michael Caditz dated July 15, 2025, July 16, 2025, and July 17, 2025;
- d) Affidavits of Christina Thuring, Leonard Vanderstar, Yehuda Huberman, Rhonda Millikin, Owen Armitage, Leonard Vanderstar, and Dominick DellaSala; and
- e) the proceedings of the July 2025 Meeting, including the submissions of Park staff and members of the public, and the deliberations of the Commissioners;

[38] Among the members of the public who addressed the Park Board Committee during the July 2025 Meeting were the petitioners of this action, namely, Stanely Park Preservation Society, Michael Caditz, Katherine Caditz, Anita Hansen, and Jillian Maguire.

[39] None of the Phase Three mitigation and restoration work approved by the July 21, 2025 Resolution has commenced.

***November 3, 2025 Resolution***

[40] On November 3, 2025, the Park Board met to consider and approved the monetary amount of the contract that the July 21, 2025 Resolution directed staff to negotiate.

**Issues**

[41] The issues to be decided in this judicial review are:

- a) Did the City enter the First and Second Supply Agreements without jurisdiction;
- b) Did the Park Board Breach the duty of procedural fairness owed to the petitioners; and
- c) Was the July 21, 2025 Resolution of the Park Board unreasonable.

**Admissibility of Affidavits**

[42] Judicial reviews are based on the record that was before the decision maker when it made its decision. In respect of municipal decisions, this includes the debate, deliberations, and relevant statements of policy: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 [Vavilov] at para. 137; *Chestacow v. British Columbia (Workers' Compensation Appeal Tribunal)*, 2023 BCCA 389; *United States of America v. Rabang*, 2025 BCCA 7.

[43] Affidavits that were not before the Commissioners are inadmissible on this judicial review. Accordingly, Affidavit #1, not including Exhibit D, as well as Affidavits #2 to #4 of Norman Oberson are inadmissible, as are Affidavit #1 of Zhuo Min Zhang and Affidavit #1 of Jillian Maguire. Furthermore, media recordings contained in the affidavits are inadmissible as hearsay.

[44] The purported opinion evidence of Norman Oberson and Dominick DellaSala are admissible as their submissions to the Park Board, but they are not expert evidence before this Court. Specifically, Affidavits #3 and #4 of Norman Oberson, served on the respondents shortly before this hearing on October 29, 2025 are inadmissible as expert opinion evidence because not only were they not before the Park Board at the time it made its decision, but the petitioner also did not comply with Rules 16-1(6.2) and 11-6(1) of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009.

**Did the City Enter the Supply Agreements Without Jurisdiction**

[45] The respondents contend that the declarations sought by the petitioners in respect of the Supply Agreements are moot and the Court should not exercise its discretion to review the decisions to enter those Supply Agreements.

[46] The Phase One work contemplated by the First Supply Agreement was substantially completed in April 2024 and finalized in the first quarter of 2025.

[47] The Phase Two work undertaken pursuant to the Second Supply Agreement was approved by the Park Board pursuant to the October 8, 2024 Resolution with work began in October 2024 and concluded in April 2025.

**Legal Principles of Mootness**

[48] The Supreme Court of Canada explained the mootness doctrine as follows:

The doctrine of mootness is an aspect of a general policy or practice that a court may decline to decide a case which raises merely a hypothetical or abstract question. The general principle applies when the decision of the court will not have the effect of resolving some controversy which affects or may affect the rights of the parties. If the decision of the court will have no practical effect on such rights, the court will decline to decide the case. This essential ingredient must be present not only when the action or proceeding is commenced but at the time when the court is called upon to reach a decision. Accordingly if, subsequent to the initiation of the action or proceeding, events occur which affect the relationship of the parties so that no present live controversy exists which affects the rights of the parties, the case is said to be moot. The general policy or practice is enforced in moot cases unless the court exercises its discretion to depart from its policy or practice. The relevant factors relating to the exercise of the court's discretion are discussed hereinafter.

The approach in recent cases involves a two-step analysis. First it is necessary to determine whether the required tangible and concrete dispute has disappeared and the issues have become academic. Second, if the response to the first question is affirmative, it is necessary to decide if the court should exercise its discretion to hear the case. The cases do not always make it clear whether the term "moot" applies to cases that do not present a concrete controversy or whether the term applies only to such of those cases as the court declines to hear. In the interest of clarity, I consider that a case is moot if it fails to meet the "live controversy" test. A court may nonetheless elect to address a moot issue if the circumstances warrant.

See: *Borowski v. Canada (Attorney General)*, [1989] 1 S.C.R. 342 at 344.

[49] “Courts do not generally grant declaratory relief unless it will have a practical effect and they do not merely comment on how they view a situation”: *Rochette v. McGuire*, 2025 BCCA 149 at para. 48.

### **Positions of the Parties**

[50] The petitioners’ position is that the declarations they seek in respect of the Supply Agreements are not moot, and if they are, the Court should exercise its discretion to render a decision on these matters notwithstanding mootness.

[51] The respondents submit that there is no longer an active controversy between the parties with respect to the Supply Agreements because the work contemplated in those Agreements has been completed. They suggest that the Court’s inquiry ought to focus on the July 21, 2025 Resolution because a live controversy exists on this Park Board decision in respect of the yet to be completed Phase Three work.

[52] The respondents further submit that all municipal bylaws and resolutions are legislative in form and there is no compelling reason in this case for the Court to intrude into the function of the City’s and Park Board’s legislative role by reviewing the decisions that led to the Supply Agreements.

### **Discussion**

[53] I draw a distinction between the First and Second Supply Agreements. It is common ground that that there was no Park Board resolution authorizing the Phase One work contemplated and completed pursuant to the First Supply Agreement. There is no expressly delegated authority for Park Board staff to authorize the Phase One work in the First Supply Agreement.

[54] The Second Supply Agreement was entered into by Park Board staff on June 21, 2024 but, crucially, work pursuant to this agreement did not commence until after the October 8, 2024 Resolution of the Park Board authorizing the Phase Two work. The Second Supply Agreement contained a 30-day cancellation clause so if the Park Board had not authorized the Phase Two work, the contract could have been cancelled.

[55] I am satisfied that the Phase Two work completed pursuant to the Second Supply Agreement was properly authorized by the Park Board. The petitioners are therefore not entitled to a declaration of mootness in respect of the Second Supply Agreement.

[56] As noted, the Phase Two work concluded in April 2024. Accordingly, the petitioners did not seek a finding that the October 8, 2024 Resolution was unreasonable. However, I note parenthetically that on the same basis described later in these reasons in respect of the July 21, 2025 Resolution, I am satisfied that the Park Board's October 8, 2024 Resolution authorizing the Phase Two work, pursuant to the Second Supply Agreement, was reasonable.

[57] What remains to be decided is if the mootness doctrine operates such that the Court should not make a declaration that the First Supply Agreement was entered into without jurisdiction. Applying the two-step analysis described in *Borowski*, I must first consider if the issue involving the First Supply Agreement is moot.

[58] There is no present or live controversy in respect of the Phase One work contemplated because this work has been completed, pursuant to the First Supply Agreement. To the extent that subsequent work is to be completed to address the Hemlock Looper Moth outbreak in Stanley Park, the Park Board must specifically authorize that work.

[59] Turning next to the question of whether the Court should exercise its discretion to hear the issue involving the completed First Supply Agreement, I am satisfied that it should for two reasons. First, there is an ongoing adversarial context between the petitioners and the respondents in respect of how the Hemlock Looper Moth outbreak in Stanley Park should be addressed. Second, it is an important matter of public interest that a declaration be made affirming that neither the City, through its Council or staff, nor the Park Board staff, have the authority to authorize tree removal and other mitigation measures in Stanley Park. This jurisdiction lies exclusively with the Park Board.

[60] In my view, making the sought declaration is not an intrusion into the legislative role of the Park Board. It is an affirmation of the importance of the Park Board's jurisdiction and a direction that it must exercise this exclusive jurisdiction in respect of any work done in a park under its authority, especially work done in Stanley Park, an iconic, internationally known, and beloved jewel of the city.

[61] I do not accept the petitioners' assertion that the City's decision to enter into the First Supply Agreement without the Park Board's approval was merely an inadvertent breach of a procurement policy. Pursuant to its general contracting authority under the *Vancouver Charter*, the City is responsible for entering into these types of contracts, but it may only do so after the Park Board authorizes the underlying work. The City does not have the authority to enter a sole source contract worth more than \$750,000 without obtaining prior approval from the Park Board.

[62] I recognize that the Commissioners were updated on the mitigation work on March 19, 2024, April 17, 2024, and May 27, 2024. However, this tacit knowledge is not equivalent to their required formal approval of the Phase One work.

[63] In my view, the practical effect of making the declaration sought by the Petitioners in respect of the First Supply Agreement is to emphasize the importance of the Park Board's jurisdiction and its obligation to exercise it. This is particularly important in the context of decisions that need to be taken within short timeframes because the process of reviewing these decisions judicially is time consuming, expensive, and protracted.

[64] In my view, the requested declaration is important to avoid repetition of the error made with respect to the failure of the Park Board to properly authorize the Phase One work completed pursuant to the First Supply Agreement. In respect of the First Supply Agreement, the City entered into it without the required approval of the Park Board. In effect, the City and staff made the decision to cut down thousands of trees in Stanley Park without the necessary approval of the Park Board.

[65] The spectre of these kinds of decisions being improperly made by the City or City staff, followed by work being concluded within short timeframes, and then an argument advanced that the decision is not reviewable because it is moot, will not be countenanced.

**Did the Park Board Breach the Duty of Procedural Fairness Owed to the Petitioners?**

**Legal Principles**

[66] The standard of review for questions of procedural fairness is correctness: *Mission Institution v. Khela*, 2014 SCC 24 at para. 79; *Murray Purcha & Son Ltd. v. Barriere (District)*, 2019 BCCA 4 at para. 24.

[67] The existence of a duty of fairness does not determine what requirements will be applicable in a given set of circumstances. Procedural fairness is variable, with its content to be decided in the specific context of each case. All of the relevant circumstances must be considered in determining the content of the duty of procedural fairness: *Baker v. Canada (Minister of Citizenship and Immigration)*, [1999] 2 SCR 817 at para. 21

[68] “[...] the purpose of the participatory rights contained within the duty of procedural fairness is to ensure that administrative decisions are made using a fair and open procedure, appropriate to the decision being made and its statutory, institutional, and social context, with an opportunity for those affected by the decision to put forward their views and evidence fully and have them considered by the decision-maker”: *Baker* at para. 22.

**Positions of the Parties**

[69] The petitioners submit that the prior conduct of the Park Board in relation to significant projects in Stanley Park required that it make its decisions regarding the Hemlock Looper Moth outbreak with transparency, robust public consultation and comment, and independent, multidisciplinary expert consultation. The petitioners contend that the Park Board failed to follow this approach.

[70] The respondents assert that they fulfilled their duty of procedural fairness by conducting public meetings, receiving and reviewing correspondence, affidavits, and submissions from interested parties, and considering the reports and presentations provided to them before making their decisions.

### **Discussion**

[71] Each of the three Park Board Resolutions passed on October 8, 2024, December 9, 2024, and July 21, 2025, respectively, were passed by the Park Board after public meetings. For each of these meetings, the relevant materials were circulated to the Commissioners in advance of the meetings, the reports and PowerPoint presentations were publicly available. Members of the public had an opportunity to convey their views either in writing or orally at the public meetings.

[72] The petitioners took advantage of these opportunities to provide their views both orally and in writing urging the Park Board not to proceed with Phase Two and Phase Three of the mitigation work in Stanley Park.

[73] There is no evidence, beyond mere speculation, that the Park Board prejudged the decisions that led to the Park Board Resolutions passed on October 8, 2024, December 9, 2024, and July 21, 2025. There is also no evidence that the Park Board fettered its discretion.

[74] Although the Second Supply Agreement was entered into on June 21, 2024, as previously described, the Phase Two work contemplated in that agreement was properly authorized by the Park Board in its October 8, 2024 Resolution, before any of the work commenced. I am unconvinced that entering a supply agreement that could be cancelled on 30 days notice amounts to a fettering of the Park Board's discretion.

[75] There is also no cogent evidence of bias in the decisions made by the Park Boards Commissioners. A careful review of the transcripts of the public meetings reveals that the Commissioners asked many questions, expressed various views, and were capable of being persuaded. There is no evidence that the Commissioners

had a closed mind and were irretrievably determined to proceed with the work recommended and performed by Blackwell.

**Was the July 21, 2025 Resolution Reasonable?**

**Legal Principles**

[76] The standard of review that applies to the July 21, 2025 Resolution of the Park Board is reasonableness:

In conducting a reasonableness review, a court must consider the outcome of the administrative decision in light of its underlying rationale in order to ensure that the decision as a whole is transparent, intelligible and justified. What distinguishes reasonableness review from correctness review is that the court conducting a reasonableness review must focus on the decision the administrative decision maker actually made, including the justification offered for it, and not on the conclusion the court itself would have reached in the administrative decision maker's place.

*Vavilov* at para. 15

[77] The burden of establishing that a decision is unreasonable is on the petitioners.

[78] In assessing the reasonableness of the July 21, 2025 Resolution, the Court must look at the history and context in which the Resolution was made. It may consider “the evidence before the decision maker, the submissions of the parties, publicly available policies or guidelines that informed the decision maker’s work, and past decisions of the relevant administrative body”: *Vavilov* at para. 94.

[79] In *Vavilov*, the Supreme Court of Canada provided specific guidance for how a court should review municipal decisions:

[137] Admittedly, applying an approach to judicial review that prioritizes the decision maker’s justification for its decisions can be challenging in cases in which formal reasons have not been provided. This will often occur where the decision-making process does not easily lend itself to producing a single set of reasons, for example, where a municipality passes a bylaw or a law society renders a decision by holding a vote: see, e.g., *Catalyst [Paper Corp. v. North Cowichan (District)]*, 2012 SCC 2; *Green [v. Law Society of Manitoba]*, 2017 SCC 20; [*Law Society of British Columbia v. Trinity Western University*], [2018 SCC 32]. However, even in such circumstances, the reasoning process that underlies the decision will not usually be opaque. It is important to recall

that a reviewing court must look to the record as a whole to understand the decision, and that in doing so, the court will often uncover a clear rationale for the decision: *Baker [v. Campbell]*, [1983] HCA 39, 153 C.L.R. 52], at para. 44. For example, as McLachlin C.J. noted in *Catalyst*, “[t]he reasons for a municipal bylaw are traditionally deduced from the debate, deliberations and the statements of policy that give rise to the bylaw”: para. 29. In that case, not only were “the reasons [in the sense of rationale] for the bylaw . . . clear to everyone”, they had also been laid out in a five-year plan: para. 33. Conversely, even without reasons, it is possible for the record and the context to reveal that a decision was made on the basis of an improper motive or for another impermissible reason, as, for example, in *Roncarelli [v. Duplessis]*, [1959] S.C.R. 121].

[138] There will nonetheless be situations in which no reasons have been provided and neither the record nor the larger context sheds light on the basis for the decision. In such a case, the reviewing court must still examine the decision in light of the relevant constraints on the decision maker in order to determine whether the decision is reasonable. But it is perhaps inevitable that without reasons, the analysis will then focus on the outcome rather than on the decision maker’s reasoning process. This does not mean that reasonableness review is less robust in such circumstances, only that it takes a different shape.

### **Positions of the Parties**

[80] The petitioners submit that the record before the Park Board establishes that the further tree removal in Stanley Park contemplated in Phase Three will not mitigate wildfire risk because it uses an incorrect fire model, does not account for fire suppression capability, and may in fact increase wildfire risk. They further assert that further tree removal is not necessary to ensure public safety because Hemlock trees that do not have root rot disintegrate vertically in place. They also assert that further tree removal will create wind corridors leading to increased tree blowdowns.

[81] The respondents submit that the Park Board passed the July 21, 2025 Resolution after considering the detailed record before it, including the submissions and affidavits of the petitioners and others opposed to the tree removal contemplated in Phase Three.

### **Discussion**

[82] The Park Board passed the July 21, 2025 Resolution authorizing the Phase Three work after a thorough and detailed discussion during the public Board meeting

held on that day. Park Board staff provided the Commissioners with a comprehensive report on the mitigation plan in response to the Hemlock Looper Moth outbreak in Stanley Park, made a presentation during this meeting, and were asked and answered a series of questions.

[83] The record before the Commissioners included the detailed correspondence and affidavits of those opposed to the tree removal contemplated in the Phase Three work. Furthermore, all of the petitioners made submissions to the Park Board Committee during this meeting as did several other members of the public. The petitioners' qualifications, expertise, and reasons for opposing further tree removal in Stanley Park, as proposed pursuant to Phase Three, were before the Park Board.

[84] Blackwell put forward three options for the Stanley Park Looper Response and Mitigation Plan. The Park Board did not approve the option recommended by Blackwell, it approved the least intrusive option that would maintain the greatest number of standing dead trees while maintaining public safety and mitigating the risk of wildfire.

[85] Issues involving the threats to public safety, various views of the wildfire risk, the understanding that not all felled trees were individually assessed, and concerns with Blackwell being the only proponent for the proposed Phase Three work, were all squarely before the Park Board. During the July 2025 meeting, some of the parties opposed to the Phase Three work described the previous and proposed mitigation work as the logging of Stanley Park.

[86] During the July 2025 meeting, the Commissioners were presented with options, submissions, affidavits, and correspondence, on how to mitigate the risks posed by the Hemlock Looper Moth outbreak in Stanley Park. There is disagreement among the experts and no scientific consensus in respect of the best approach to mitigate the effects of the Hemlock Looper Moth outbreak in Stanley Park. The Park Board weighed all of this information and chose a course of action.

[87] A review of the transcript of this meeting, demonstrates that the Commissioners carefully considered and deliberated on the issues raised by the petitioners but, nevertheless, decided to endorse the recommendations of Park Board staff.

[88] In authorizing the Phase Three work, I am satisfied that the Commissioners considered the underlying rationale of protecting public safety, preserving trees, and the overall ecological well-being of Stanley Park. There is no evidence that the Park Board blindly or blithely accepted the recommendations of Park Board staff. Nor is there evidence that they felt bound to accept the recommendations for the continued work by Blackwell.

[89] I recognize that the petitioners vehemently disagree with the Park Board's July 21, 2025 Resolution. However, the duly elected Commissioners were authorized to make this decision, and I am satisfied that they did so reasonably because their decision is clearly intelligible, justified based on the extensive record, and was made transparently during a public meeting.

[90] The November 3, 2025 Resolution decision would have been quashed if the Court had acceded to the petitioners' request to quash the July 21, 2025 Resolution. Having declined to do that, and in the absence of a record of that meeting, I will not comment further on the November 3, 2025 Resolution.

### **Conclusion**

[91] The petitioners are entitled to a declaration that the City entered into the First Supply Agreement without jurisdiction because it did not have the required approval of the Park Board.

[92] The Park Board did not breach the duty of procedural fairness owed to the petitioners with respect to the three resolutions it passed on October 8, 2024, December 9, 2024, and July 21, 2025.

[93] The July 21, 2025 Resolution authorizing the Phase Three work of the Tree Removal Project in Stanely Park was reasonable.

“Basran J.”