Court of King's Bench of Alberta

Citation: Salahub v Parlee McLaws LLP, 2026 ABKB 70

Date: 20260203
Docket: 2501 01715
Registry: Calgary

Between:

Craig Salahub

Appellant

– and –

Parlee McLaws LLP

Respondent

Reasons for Decision of the
Honourable Justice D. Jugnauth

Appeal from the Decision of
The Honourable Justice L.L. Burt
Dated and Filed on the 28th day of January 2025
Action No. P2490100098

I. Introduction

[1] Craig Salahub appeals the summary dismissal of his claim against his former lawyers in the Alberta Court of Justice. On the record before her, the chambers judge found there was no genuine issue requiring a trial.

[2] Mr. Salahub appeals that decision arguing that: (a) the chambers judge overemphasized the lack of expert evidence to support his claim; (b) the chambers judge wrongly discounted Mr. Salahub's assertion that he could marshal the relevant evidence at trial; and (c) the proceedings below were procedurally unfair.

[3] In my view, the chambers judge did not commit reversible error. The appeal is dismissed.

II. Background

[4] In 2010 Mr. Salahub retained Parlee McLaws LLP ("Parlee") to prosecute an action in the Court of King's Bench against his former employer, Suncor Energy Oil and Gas Partnership ("Suncor"), claiming constructive dismissal (the "KB Action"). In the years that followed Parlee took various steps on behalf of Mr. Salahub such as filing a Statement of Claim, exchanging Affidavits of Records, questioning Suncor's corporate representative, and engaging in settlement discussions.

[5] In February 2022, Parlee ceased to represent Mr. Salahub in the KB Action. While his claim against Suncor is ongoing, Mr. Salahub is now self-represented.

[6] On October 30, 2023, Mr. Salahub filed a Civil Claim in the Alberta Court of Justice seeking more than $105,000 in damages against Parlee. The content of the Civil Claim, which is relevant to the test for summary dismissal, is repeated in full below (including grammatical errors contained in the original).

> The reasons for the claim by the Plaintiff(s) are:
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> > Malpractice on Alberta Court of King's Bench case 1101-17383
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> > Duty – Parlee McLaws LLP owed a duty to act properly.
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> > Breach – Parlee McLaws breached the duty: they were negligent, made mistakes, and did not do what they agreed to do.
> >
> > Causation – This conduct hurt Craig Salahub financially.
> >
> > Financial Loss – Craig Salahub suffered a financial loss as a result.
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> > Recovery of legal fees
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> > Loss of earnings due to an overly long case that was mishandled by Parlee McLaws LLP
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> > Additional legal / life (personal) costs due to the malpractice of Parlee McLaws.

[7] In December 2023, Parlee filed a Dispute Note denying misconduct, breach of contract, or negligence in any legal services rendered. Parlee specifically pled that "[the] Civil Claim does not plead sufficient, or any, facts to support the claim of negligence or of the alleged loss suffered by the Plaintiff". A trial was set in the Alberta Court of Justice for April 28-29, 2025.

[8] On July 17, 2024, a pre-trial conference ("PTC") was held before the same chambers judge that heard the summary dismissal application. At the PTC various deadlines were set and documented in a procedural order. That order included a deadline of October 31, 2024 for Mr.

Salahub to provide Parlee with a copy of any expert report he intended to rely on together with the particulars of the expert's qualifications. He did not do so.

[9] On December 4, 2024, Parlee filed an application seeking summary dismissal. In addition to repeating its earlier position that Mr. Salahub failed to plead sufficient facts to prove either liability or loss, Parlee expressly cited Mr. Salahub's failure to provide any expert evidence – without which Parlee asserted the claim for negligence must fail.

[10] Parlee supported its application with an affidavit sworn by Charles Ang, a partner at Parlee with personal knowledge of Mr. Salahub's file and the services provided by the firm. On January 13, 2025, Mr. Salahub filed an affidavit in response.

[11] On January 24, 2025, Parlee's application was heard. While Mr. Salahub's Civil Claim was framed in very general terms, the chambers judge considered the application through the dual lens of negligence and breach of contract.

III. The Court of Justice Decision

[12] After detailing the procedural history, the chambers judge set out the tripartite test for when summary judgment is an appropriate procedure and described the considerations that go into making a "fair and just summary determination". In support, the chambers judge cited the leading appellate authority in Alberta governing summary judgment applications: ***Weir-Jones Technical Services Incorporated v Purolator Courier Ltd***, 2019 ABCA 49 at para 21.

[13] The chambers judge also cited ***Weir-Jones*** for the proposition that "the resisting party on a summary disposition application shall be presumed to have put its best foot forward and in so doing, must demonstrate on the record that there is a genuine issue requiring a trial. The Court is not to speculate as to what evidence might be called at trial but rather, shall decide summary disposition applications based on the record before it": ***Weir-Jones*** at paras 35, 37, 39, and 47.

[14] In concluding that she could make a fair and just determination on a summary basis the chambers judge considered the pleadings, the affidavit material of both parties, oral argument, case law presented during the hearing, and the oral reasons of Applications Judge Farrington's rejection of Suncor's prior application to dismiss the KB Action for delay.

[15] In determining that there was no genuine issue requiring a trial, the chambers judge held the record before her lacked sufficient evidence to support the likelihood of finding in Mr. Salahub's favour at trial, on either liability or damages as alleged in his Civil Claim. The chambers judge went on to specifically hold that:

(i) "There is no evidence of negligence or breach of contract on the part of [Parlee]" and "[Mr. Salahub] has no expert evidence in this regard to support his vague allegations of wrongdoing by [Parlee]";

(ii) "There is no evidence of undue delay with respect to the KB Action as allegedly caused by [Parlee]. Applications Judge Farrington found no undue delay caused by [Parlee]";

(iii) "There is no evidence before the Court of financial losses suffered by [Mr. Salahub] as alleged in his Civil Claim"; and

(iv) the "Court is able to achieve a proportionate, expeditious, inexpensive, and just result summarily based on the record".

IV. Grounds of Appeal

[16] As noted above, Mr. Salahub advanced three grounds of appeal:

a) the chambers judge overemphasized the lack of expert evidence to support Mr. Salahub's claim;

b) the chambers judge wrongly discounted Mr. Salahub's assertion that he could marshal the relevant evidence at trial; and

c) that the proceedings below were procedurally unfair.

[17] While not set out in his Notice of Appeal, Mr. Salahub also argued that Parlee was in a conflict of interest based on an alleged landlord tenant relationship between Parlee and Suncor.

V. Standard of Review

[18] In ***Housen v Nikolaisen***, 2002 SCC 33 the Supreme Court confirmed that questions of law are reviewed on a standard of correctness: at para 8. Questions of fact, including inferences drawn from facts, are reviewed for palpable and overriding error: ***Housen*** at paras 10 and 23.

[19] Questions of mixed law and fact fall along a spectrum: ***Housen*** at paras 28 and 36. Where an error can be attributed to the application of an incorrect standard, a failure to consider a required element of a legal test, or similar error in principle, such errors can be characterized as errors of law and are subject to a standard of correctness: ***Housen*** at para 36.

[20] However, where "the legal principle is not readily extricable, then the matter is one of 'mixed law and fact' and is subject to a more stringent standard. The general rule […] is that, where the issue on appeal involves the trial judge's interpretation of the evidence as a whole, it should not be overturned absent palpable and overriding error": ***Housen*** at para 36.

[21] "Palpable" means an error that is obvious, and "overriding" means "an error that goes to the very core of the outcome of the case": ***Benhaim v St-Germain***, 2016 SCC 48 at para 38. In functional terms, a palpable and overriding error is not in the nature of a needle in a haystack, but of a beam in the eye: ***Benhaim*** at para 39.

[22] On an application for summary judgment a chambers judge's assessment of the facts, the application of the law to those facts, and the ultimate determination as to whether summary resolution is appropriate are all entitled to deference: ***Ma v Yang***, 2025 ABCA 35 at para 2 citing ***Hryniak v Mauldin***, 2014 SCC 7 at paras 81-84 and ***Weir-Jones*** at para 10.

VI. Analysis

a. The chambers judge did not overemphasize the lack of expert evidence to support Mr. Salahub's claim

[23] With respect, Mr. Salahub's argument that the chambers judge overemphasized the lack of expert evidence reveals his misunderstanding of how he would prove his case at trial; and his misunderstanding of his evidentiary responsibility when defending Parlee's summary judgment application.

[24] Mr. Salahub's pleading is reproduced earlier in these reasons. The affidavit he filed in response to Parlee's application for summary dismissal contained five paragraphs in total, the first four of which are repeated in full.

> 1. In response to Application filed on behalf of Parlee McLaws LLP on December 4, 2024, I strongly contest the demand by the Defendant to dismiss the claim. The Plaintiff is asking the Honourable Judge to allow the case to proceed by default.
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> 2. For over 12 years, at the cost of almost $50,000.00 this case, being handled by 7 different lawyers, had never been brought to court or presented to a judge. The lack of action of Parlee McLaws induced tiredness in me, due to the intimidating and complex legal system.
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> 3. Negligence on the part of Parlee McLaws was due to the conflict of interest, as identified in Pre-Trial. Documents outlining the undisclosed contractual relationship between 'SUNCOR ENERGY OIL AND GAS PARTNERSHIP, formerly known as Petro-Canada Oil and Gas, SUNCOR ENERGY INC., 7037538 CANADA INC., and 177293 CANADA LTD.' and Parlee McLaws LLP were not made available to the Plaintiff by way of Discovery and is now demanded by way of Subpoena of Evidence.
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> 4. All requirements of the Pre-Trial have been met, including adhering to all dates outlined on the July 17, 2024 Virtual Courtroom CCC1605. The Plaintiff has been able to provide alternate evidence (through the discovery process) to the expert report – which was listed by the Pre-Trial Judge as optional. All statutes of limitations have been observed by the Plaintiff and all requirements of the Alberta Court of Justice (Civil) have been met.

[25] Mr. Salahub's affidavit contained a fifth paragraph itemizing Exhibits A through I. Apart from a transcript of Applications Judge Farrington's reasons for rejecting Suncor's delay application in the KB Action, the remainder of Mr. Salahub's exhibits were instances of correspondence between the parties and various billing documents, such as Parlee's invoices and Statements of Account. None of the records exhibited by Mr. Salahub could realistically support the allegations set out in his Civil Claim.

[26] Notably, Mr. Salahub did not tender into evidence a copy of the retainer agreement that Parlee was alleged to have breached. Presumably that agreement would have detailed the financial expectations of both parties and how disputes were to be managed. Also absent from Mr. Salahub's affidavit was any evidence speaking to the standard of care informing a lawyer's conduct when prosecuting a claim for constructive dismissal.

[27] During the hearing the chambers judge referred to her discussion with Mr. Salahub at the PTC regarding the importance of expert evidence when alleging professional negligence. Mr. Salahub acknowledged that he understood and appreciated that PTC discussion but nevertheless took the position that Parlee's negligence was obvious and speaks for itself: see ***Anderson v Chasney et al***, 1949 CanLII 236 (MBCA). He adopted that same position on appeal.

[28] The difficulty for Mr. Salahub is that his allegation of negligence is far from obvious. His claim is quite unlike the facts in ***Anderson*** where a surgeon performing an operation on a small child left a sponge in the child's airway causing the child to die of suffocation.

[29] Here, Mr. Salahub alleged the mere passage of time without the KB Action getting to trial was itself evidence of unjustified delay leading to an inescapable finding of negligence. That bald assertion does not suffice.

[30] Mr. Salahub ought to have pled and deposed to explicit facts identifying the specific conduct taken by Parlee actors that caused delay or were otherwise negligent. In relation his breach of contract allegation, Mr. Salahub ought to have provided the retainer agreement and/or pled or deposed to its terms. Mr. Salahub failed to provide these particulars in his pleadings or in evidence before the chambers judge.

[31] What was before the chambers judge was the transcript from an oral decision given by Applications Judge Farrington dated July 19, 2023, wherein the Court rejected Suncor's application to dismiss Mr. Salahub's KB Action for delay. In his reasons, Applications Judge Farrington expressly found Suncor was predominantly responsible for delay after 2016.

[32] Further, Mr. Ang's affidavit exhibits correspondence between the parties that disclose Parlee's dissatisfaction with Mr. Salahub's repeated inability to keep up with payment expectations. By way of example, in an email dated November 26, 2020, Stephanie Bossert advised Mr. Salahub that Parlee's management committee had communicated to Parlee's lawyers that they could not continue working on Mr. Salahub's file unless he paid his outstanding invoices by the end of that month.

[33] Other correspondence demonstrate that Mr. Salahub's financial difficulties were evident early in his contractual relationship with Parlee. At times Mr. Salahub instructed Parlee to stop all work. For example, in an email dated September 5, 2012, Mr. Salahub advised that he had "asked Charles and his team to halt work due to my lack of cash flow".

[34] While I cite only two specific examples, the affidavit of Mr. Ang clearly demonstrates that financial issues between Parlee and Mr. Salahub were plentiful, recurring, and disruptive to the ongoing management of Mr. Salahub's file for reasons other than the legal conduct of the lawyers involved.

[35] Given the record, the chambers judge did not err in concluding there was no evidence of negligence or undue delay in the KB Action caused by Parlee. It is true that as a matter of law a litigant need not adduce expert evidence on the applicable standard of care in a professional negligence claim. However, as a practical matter, the litigant who chooses this course accepts a real risk that the claim will fail. This is especially true where – as here – the negligence is not obvious on the face of the facts alleged.

[36] I also note that during argument on appeal, Mr. Salahub rightly conceded that his failure to put the retainer agreement into evidence before the chambers judge, or depose to any of its terms, was fatal to his assertion that there was a genuine issue for trial premised on bald allegations that Parlee breached the terms of that agreement. The chambers judge did not err in arriving at the same conclusion.

b. The chambers judge did not wrongly discount Mr. Salahub's assertions that he could marshal the relevant evidence at trial

[37] This argument is without merit. Before the chambers judge and during argument on appeal, Mr. Salahub asserted that he could and would marshal evidence *at trial* capable of proving his claim. In her decision, the chambers judge correctly stated the applicable law:

> The resisting party on a summary disposition application shall be presumed to have put its best foot forward and in so doing, must demonstrate on the record that there is a genuine issue requiring a trial. The Court is not to speculate as to what evidence might be called at trial but rather, shall decide summary disposition applications based on the record before it.
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> [Emphasis added]

[38] In other words, a party cannot defeat an application for summary dismissal or create a genuine issue requiring a trial by speculating about what might turn up in the future: ***Weir-Jones*** at para 37.

[39] In ***Canada (Attorney General) v Lameman***, 2008 SCC 14 at para 19 the Supreme Court of Canada expressly stated this principle: "[a] summary judgment motion cannot be defeated by vague references to what may be admitted in the future, if the matter is allowed to proceed. To accept that proposition would be to undermine the rationale of the rule. A motion for summary judgment must be judged on the basis of the pleadings and materials actually before the judge, not on suppositions about what might be pleaded or proven in the future".

[40] In this case, it was not open for the chambers judge to accept Mr. Salahub's mere assertion that he would eventually adduce evidence capable of supporting his claim. As the party opposite to Parlee's summary dismissal application, Mr. Salahub had an evidentiary onus to advance a record capable of demonstrating a genuine issue requiring a trial. He did not.

[41] The chambers judge was correct to disregard Mr. Salahub's avowal to call the necessary evidence at trial. In this case, the chambers judge would have committed reversible error to

accept that assertion over the evidentiary record upon which she was legally obliged to adjudicate the summary dismissal application.

c. The proceedings below were procedurally fair

[42] Mr. Salahub argues that the hearing below was procedurally unfair because the chambers judge repeatedly cut him off with the effect that he was denied a reasonable opportunity to advance his argument. I do not give effect to this submission.

[43] Mr. Salahub did have an opportunity to make his argument. In fairness to him, the transcript does disclose several instances of the chambers judge interjecting during Mr. Salahub's attempt at opening remarks. This occurred when the Court was discussing the lack of expert evidence in a professional negligence claim. However, the chambers judge later opened the floor to Mr. Salahub to make submissions as he saw fit.

[44] It is difficult to imagine what argument Mr. Salahub might have made to overcome the blatant deficiencies in his pleadings and affidavit. That is not to say that Mr. Salahub did not have a right to be heard. He did, and he was: *Transcript of Proceedings*, dated January 24, 2025, at page 16 line 17 through page 17 line 33. I do not interpret the argument before the chambers judge as disclosing a breach of the fundamental right to be heard (*audi alteram partem*).

[45] I do interpret the lengthy exchange with Mr. Salahub about expert evidence as one in which the chambers judge was seeking clarity from Mr. Salahub in respect of his position given the discussion of expert evidence at the July PTC, and the procedural order that followed. In my view, doing so was required for the chambers judge to discharge her heightened duty to help a self-represented litigant understand the proceeding and the main issues in the case so the self-represented litigant can focus his submissions accordingly.

[46] During the hearing Mr. Salahub expressed his acknowledgment of, and appreciation for, the information the chambers judge conveyed during the PTC. He also acknowledged his understanding of the risk of proceeding in the absence of expert evidence. In my view, that these discussions dominated a meaningful portion of the transcript is a reflection of the centrality of this issue to the disposition of the summary dismissal application vis-à-vis Mr. Salahub's negligence claim.

[47] On the totality of the transcript, the discussion on expert evidence did not usurp Mr. Salahub's opportunity to be heard or render the hearing procedurally unfair.

d. The alleged conflict of interest

[48] While not pled in the Civil Claim nor identified as a reason for appeal in the Notice of Appeal, Mr. Salahub argued that Parlee was in a conflict of interest because of an alleged landlord tenancy agreement between Parlee and Suncor. In his affidavit Mr. Salahub asserted this alleged conflict of interest constituted negligence.

[49] This argument is without merit. First, other than a bald assertion that Parlee was in a conflict of interest with Suncor, Mr. Salahub did not provide evidence to support that claim.

From the parties' submissions, I understand the conflict is said to arise from Parlee's tenancy in a building that bears Suncor's name.

[50] That fact, in and of itself, does not prove a conflict. A corporate name adorned on a building is not evidence of a contract. At most, it is circumstantial evidence that Suncor may have had naming rights in relation to a particular property, quite separate and apart from whether Suncor was a landlord to any entity therein.

[51] There was no evidence before the chambers judge, or in the record on appeal, that Parlee was a tenant of Suncor. There is no evidence of who the building owner was. There is no evidence of who Parlee's landlord was. There is no evidence of whether Parlee was a party to a headlease with the property owner, or party to a sublease with an intermediary. Absent evidence, nothing can be made of Parlee's office being in a property bearing Suncor's name during a portion of the time that Parlee was representing Mr. Salahub.

[52] Second, assuming for the sake of argument that Parlee was a tenant of Suncor, that fact does not bear on whether Parlee's conduct on Mr. Salahub's file met the standard of care required of a lawyer prosecuting a claim for constructive dismissal. In other words, Parlee's contractual arrangement for office space is not a relevant consideration in an allegation of negligence.

[53] Third, allegations that lawyers may be in a conflict of interest are generally matters for the Law Society, not the courts. As the professional governing body for all lawyers in the province, the Law Society of Alberta regulates the conduct of lawyers in the public interest. This is the point made by the chambers judge in relation to the alleged conflict of interest.

[54] While the chambers judge did not make an express finding with respect to the alleged conflict, the considerations above fully support the chambers judge's implied finding that the alleged conflict did not give rise to a genuine issue requiring a trial.

VII. Conclusion

[55] The chambers judge did not err in granting Parlee's application for relief. The chambers judge correctly articulated and applied the legal test for summary judgment on the record before her.

[56] Mr. Salahub's pleadings failed to allege facts in support of allegations that were framed in exceedingly general terms. Further, Mr. Salahub's affidavit in response to Parlee's application failed to provide an evidentiary foundation upon which the chambers judge could have decided the application differently.

[57] The law requires the party resisting summary dismissal to put its best foot forward and demonstrate from the record that there is a genuine issue requiring a trial. Mr. Salahub failed to do so. His mere insistence that he could and would marshal evidence capable of proving his claim at trial could not assist him defend Parlee's application for summary judgment.

[58] In the result, Mr. Salahub's appeal is dismissed. Counsel for Parlee is directed to draft the Order arising from these reasons. Rule 9.4(2)(c) is hereby invoked.

Heard on September 19, 2025.
Dated at the City of Calgary, Alberta this 3rd day of February 2026.

D. Jugnauth
J.C.K.B.A.

Appearances:

C. Salahub, a self-represented litigant
for the Appellant

J. Blanchard, Alberta Lawyers Indemnity Association
for the Respondent