COURT OF QUEBEC

Small Claims Division

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
Civil Division

No. 500-32-725568-242

DATE: February 2, 2026

PRESIDED BY THE HONOURABLE NICHOLAS DAUDELIN, J.C.Q.

MEHRDAD MAJD
-and-
AREZOO JALILZADEHGHANNADI
-and-
PARSIN MAJD
Plaintiffs/Cross-Defendants

v.
L.M.R.T. FOR IMMIGRATION SERVICES INC.
Defendant/Cross-Applicant

JUDGMENT

INTRODUCTION

[1] November 2022, Mehrdad Majd, Arezoo Jalilzadehghannadi and Parsin Majd (collectively **the** "**Clients**") entered into a service agreement with L.M.R.T. for Immigration Services Inc. ("**LMRT**") to assist them with their refugee protection claim[1] .

[2] The parties agree that the Contract is a fixed-price contract.

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[1] Exhibit P-2 (hereinafter referred to as the "**Contract**").

[3] On June 20, 2023, the Clients sent a notice of termination to LMRT, stating that they consider that it has performed *"approximately"* only 10% of the Contract at the time of termination. In the same notice, they demand a reimbursement of the excess amounts paid, i.e., $4,300, having paid $5,100 of the $8,000 fixed price[2] .

[4] LMRT maintains that the Contract does not allow for unilateral termination without cause by the Clients. In any event, LMRT claims that it is entitled to retain the amounts received on the grounds that the services related to these amounts have been performed.

[5] Furthermore, LMRT argues, by way of counterclaim, that it is entitled to payment of the balance of the Contract, i.e., $2,900, on the grounds that the services performed at the time of termination exceed the amount paid by the Clients. In any event, LMRT maintains that certain amounts of this balance must be paid before the termination of the Contract. As such, regardless of the degree of progress in the performance of the Contract, LMRT would be entitled to collect these amounts.

[6] For the balance of the amount of $10,000 claimed in the counterclaim, LMRT alleges that its representative, Ms. Samaneh Esfahanian, was harassed by the Clients. LMRT also claims that it had to devote time to the preparation of its defence in the present proceedings. During the trial, although this was never alleged, LMRT argued that it was also claiming amounts related to services rendered to the Clients following the termination.

[7] At the outset, the Court questioned LMRT about the breakdown of the $10,000 sum. LMRT's representative was unable to provide the Court with any explanation in this regard[3] . LMRT has subsequently submitted a written document in this regard. The Court cannot accept this course of action. The parties must be prepared for the trial and able to answer questions as simple as justifying the amount claimed. Furthermore, the document submitted is a written testimony that is not admissible as evidence.

[8] The Court cannot accept written documents detailing a claim that should have been broken down earlier in the proceedings to allow the Clients to prepare in a timely manner. This is a matter of fairness for the debate between the parties.

[9] The Court cannot accept such procedural conduct in this case considering that LMRT was summoned to a management conference before the Honourable Justice Julie Philippe, J.C.Q., and failed to appear without any explanation[4] . Such

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2 It is clear from the termination notice that unilateral termination without cause is contemplated with reference to Article 12 of the Contract. During the trial, the Clients' representative had difficulty confirming this position due to his lack of knowledge of legal principles. The Court relies on the exhibits and proceedings to confirm the termination regime pleaded by the Clients.

3 See the minutes of the hearing held on December 17, 2025.

4 See the minutes of the hearing held on September 17, 2025.

conduct demonstrates that LMRT disregards the rules set out in *the Code of Civil Procedure*[5] ensuensuring a fair debate between the parties and that it treats the conduct of legal proceedings with casual disregard by failing to appear when summoned.

ISSUES IN DISPUTE

[10] The Court must therefore rule on the following issues in dispute:

1- Could the Clients terminate the Contract pursuant to article 2125 of *the Civil Code of Québec*[6]? Have the Clients met their burden of proof to demonstrate that they paid amounts exceeding the value of the services rendered at the time of termination?

2- Is LMRT entitled to receive the balance of the Contract? Is LMRT entitled to claim additional amounts on the grounds that Ms. Esfahanian was harassed by the Clients? Is LMRT entitled to claim amounts related to the preparation of its defence in this litigation?

ANALYSIS

1) Could the Clients terminate the Contract pursuant to article 2125 of *the Civil Code of Québec*? Have the Clients met their burden of proof to demonstrate that they paid amounts exceeding the value of the services rendered at the time of termination?

[11] Article 2125 C.C.Q. provides that a client may unilaterally terminate a service contract without cause, subject to compliance with article 2129 C.C.Q., which provides, among other things, for the payment by the client of the value of the services performed at the time of termination.

[12] LMRT maintains that the Contract contains a waiver of this right to unilateral termination without cause in Section 10 which provides that "*LMRT will refund 100% of the professional fees or do the appeal for free only in case of rejection by the RPD*." For LMRT, since it is stated that a refund is possible "*only in case of rejection by RPD*," no other refund can be considered, all of which demonstrating that unilateral termination without cause is not permitted pursuant to the Contract.

[13] The Clients consider that Section 10 of the Contract does not apply to their situation and that they are entitled to invoke Section 12, which provides:

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5 RLRQ, c. C-25.01 (hereinafter referred to as "**C.C.P.**").
6 RLRQ, c. CCQ-1991 (hereinafter referred to as "**C.C.Q.**").

> 12- Discharge or Withdrawal of Representation
>
> a. The Client may discharge representation and terminate this Agreement, upon writing, at which time any outstanding fees or Disbursements will be refunded by the RCIC to the Client/any outstanding fees or Disbursements will be remitted by the Client to the RCIC.
>
> (…)

[14] The Court agrees with the Clients. Section 10 of the Contract does not constitute a waiver of the right to unilateral termination without cause. It is a provision setting out a resolutory condition with respect to the Clients' payment obligation. As such, if this future and uncertain event occurs, i.e., the rejection of the application, the payment obligation will be retroactively annulled, and thus, the amounts paid returned.

[15] It should be added that the fact that Section 10 refers to a "refund" does not necessarily mean that it addresses the right to unilateral termination without cause. It often happens that unilateral termination without cause does not result in any restitution of the amounts paid, but only in the extinction of the *lien obligationnel* for the future.

[16] In any event, Section 12 of the Contract confirms that there is no waiver of the right to unilateral termination without cause provided for in article 2125 C.C.Q. On the contrary, this contractual provision contains this right. This provision is unambiguous in this regard.

[17] Furthermore, even if the Contract contained a waiver of the right to unilateral termination without cause, this would be prohibited considering that it is a consumer contract governed by the *Consumer Protection Act*[7].

[18] In fact, section 11.4 *CPA* provides that "*any stipulation which excludes the application of all or part of articles 2125 and 2129 of the Civil Code regarding the resiliation of contracts of enterprise and for services*" is prohibited.

[19] In light of the foregoing, the Court concludes that the Clients could unilaterally terminate without cause the Contract pursuant to Section 12 and article 2125 C.C.Q.

[20] It now remains to analyze the evidence presented by the Clients to demonstrate that they are entitled to the restitution of the payments claimed, considering the progress of their refugee protection claims. Indeed, as the Clients are the claiming party, the burden of proof rests with them[8] .

[21] During the trial, their representative stated that LMRT had performed approximately 10 to 15% of the Contract at the time of termination. In their claim, the

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7 RLRQ, c. P-40.1 (hereinafter referred to as "***CPA***").
8 Article 2803 C.C.Q.

Clients indicate an approximate percentage of 10%. LMRT maintains that 90% of the Contract had been performed at the time of termination.

[22] At the trial, there is no longer room for approximations. The parties must present a clear position and provide preponderant evidence in support of it. Alleging approximate degrees of progress and offering a spectrum of completion demonstrates uncertainty that does not meet the threshold of preponderance of evidence required to establish a right of action.

[23] In the present case, this preponderant evidence could easily have been presented by calling as a witness the immigration representative who completed the refugee protection process. This immigration representative could have described what he had to perform in order to complete the refugee protection process. The Clients could also have filed all the documentation that had to be prepared by the new immigration representative.

[24] This deficiency in the evidence was mentioned to the Clients' representative during the trial. Despite this mention, the evidence was not presented.

[25] The only evidence received subsequently to the hearing is a contract entered into with Mr. Adetayo G. Akinyemi[9] . This evidence is insufficient to establish the degree of progress made with respect to the Contract. In fact, this evidence makes no reference to the services to be performed to complete the refugee protection claims initiated by LMRT. Thus, the Tribunal does not know what is to be specifically performed by this third party following the services rendered by LMRT.

[26] Furthermore, the amount requested under this contract is $4,000 which suggests that LMRT has completed more than 10 to 15% of the Contract, if we consider the fixed price of $8,000 as provided for in the Contract. Exhibit P-4, therefore, cannot constitute preponderant evidence to support the Plaintiffs' position.

[27] In this context, the Clients' claim must be dismissed for failure to present preponderant evidence regarding the amounts that were allegedly overpaid considering the progress of Contract at the time of termination.

2) Is LMRT entitled to receive the balance of the Contract? Is LMRT entitled to claim additional amounts on the grounds that Ms. Esfahanian was harassed by the Clients? Is LMRT entitled to claim amounts related to the preparation of its defence in this litigation?

[28] As the Court concludes that the Clients could unilaterally terminate the Contract without cause, LMRT cannot plead a breach of contract, and therefore, LMRT cannot take

9 Exhibit P-4.

any action to enforce the performance of the obligation in order to obtain the balance of the Contract pursuant to articles 1590 C.C.Q. and *ff.*

[29] This finding does not allow for the complete dismissal of the counterclaim, as LMRT maintains that it had performed 90% of the Contract at the time of termination.

[30] However, apart from this allegation, no preponderant evidence has been presented in this regard. This is therefore insufficient to establish a right to compensation.

[31] Subsidiarily, LMRT argues that it is entitled to additional sums because, at the time of the unilateral termination of the Contract in June 2023, the Clients were in default of paying the monthly installments of $700 scheduled for April to June of that year. The fixed price of $8,000 provided for in the Contract is subdivided into terms of payment.

[32] LMRT's reasoning is simple. Since the termination occurs after the dates scheduled for the payments, it is entitled to receive them, regardless of the services performed.

[33] The Court does not agree.

[34] Articles 2125 and 2129 C.C.Q. constitute the regime applicable to the unilateral termination without cause of a service contract. They allow the client to unilaterally terminate without cause the service contract by paying, among other things, the value of the services performed until the date of termination. It is therefore the value of the services performed on the date of termination that is at the heart of the analysis, since the compensation to be paid under article 2129 C.C.Q. is « *une indemnité de rupture* »[10].

[35] Following LMRT's reasoning amounts to endorsing an approach that would annihilate the unilateral termination regime provided for in service contracts. In fact, it would be sufficient for the service provider to request the performance of the client's payment obligation before executing any services, the whole, in order to protect itself against any effect arising from the application of article 2129 C.C.Q.

[36] In such scenario, the service provider could thus collect the value of the work provided for in the contract that has not yet been performed and, consequently, the resulting profit, on the sole ground that the customer's payment obligation is contractually scheduled for a date prior to the date of termination.

[37] The termination indemnity contemplated by article 2129 C.C.Q. would thus become a liability indemnity according to the approach pleaded by LMRT. This is not what

[10] *Baralis* c. *Prekatsounaki Goncalves & Associates*, 2010 QCCS 6024, para. 41 and ff.

the law provides. The value of the services performed must be determined, regardless of the type of service contract involved[11] .

[38] In applying articles 2125 and 2129 C.C.Q., the Court cannot simply rely on the payment schedule. It must analyze what was actually performed up to the date of termination, especially in the present context where the LMRT representative admits that the various payments provided for in the Contract do not reflect the degree of progress, as they were only intended to alleviate the financial pressure on clients.

[39] In short, if the Court did not engage in such an exercise, it would set aside the regime provided for in articles 2125 and 2129 C.C.Q., from which it is prohibited to derogate in matters involving consumer contracts.

[40] Therefore, this argument presented by LMRT must also be rejected.

[41] As for the claim for harassment, it must also be dismissed for lack of legal interest. During the hearing, Ms. Esfahanian argued that she was the one who was harassed by the Clients and suffered the consequences. The Court indicated to Ms. Esfahanian that she, not LMRT, had legal interest in making this claim. Since Ms. Esfahanian is not a party to the proceedings, this claim must be dismissed.

[42] Finally, in its defence, LMRT argues that it had to spend time preparing the legal case. However, such a situation does not constitute a compensable prejudice in law in the absence of procedural abuse. The time that must be spent on a legal dispute is an inherent inconvenience of being a party to it[12]. It is part of the vicissitudes of life.

[43] At the trial, LMRT argued that it also incurred costs related to managing the Clients' refugee protection claims following the termination of the Contract.

[44] However, this was never alleged in the counterclaim, which referred only to the resources that had to be devoted to managing the present legal case. Once again, LMRT disregarded the principle of fairness in proceedings by making a new claim at trial. The Court cannot authorize such a course of action, which took the Clients by surprise.

[45] In any event, even if the Court had authorized the filing of such a claim, it would have been dismissed, as no preponderant evidence was presented in this regard.

[46] Furthermore, the lack of a serious breakdown of the counterclaim demonstrates the lack of rigor in its drafting and the fragility of the reasoning it contains. In fact, the document subsequently submitted by LMRT, which the Court refused to admit as

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11 *Constructions Raymond & Fils* c. *Fouquette*, 2006 QCCS 5682, paras. 160-162; *Komelco Ltée* c. *Habitations Bersier Inc*., 2008 QCCS 5180, paras. 57-59; *Cho* c. *Constructions Serafini Inc.,* 1991 CanLII 2981 (QC CA).

12 *Hinse* v. *Canada (Attorney General),* [2015] 2 S.C.R., para. 145.

evidence, provides a breakdown of the $10,000 amount, which includes only tasks performed in connection with refugee protection claims following the termination of the Contract.

[47] Thus, LMRT strategically modifies its counterclaim in response to the Court's comments by withdrawing its claims for harassment and time spent for managing the present proceedings, but still maintains the amount claimed at $10,000.

[48] This is not a serious exercise. LMRT is building the plane while flying it. The Court cannot accept such behavior.

[49] In light of the foregoing, the Court considers that the counterclaim is tantamount to a reprisal. LMRT was entitled to contest the Clients' claim. This does not imply that it should respond by filing a counterclaim. Such behaviour is to be prohibited.

[50] For the future, the Court invites LMRT to engage in introspection and, accordingly, to modify its procedural approach. The Court emphasizes that if this conduct is repeated, it may give rise to a debate under Article 51 C.C.P. for abuse of proceedings.

[51] For the time being, the Court considers that LMRT's conduct justifies an order for LMRT to pay the Clients' court fees in order to denounce the violation of the guiding principles of civil procedure.

FOR THESE REASONS, THE COURT:

DISMISSES the claim of the Plaintiffs/Cross-Defendants Mehrdad Majd, Arezoo Jalilzadehghannadi and Parsin Majd;

DISMISSES the counterclaim of the Defendant/Cross-Applicant, L.M.R.T. for Immigration Services Inc.;

THE WHOLE, with legal costs in favour of the Plaintiffs/Cross-Defendants with respect to the claim and the counterclaim ($115).

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NICHOLAS DAUDELIN, J.C.Q.

Date of hearing: December 17, 2025