

COURT OF APPEAL FOR BRITISH COLUMBIA

Citation: *Shehzad v. Langara College*,
2026 BCCA 84

Date: 20260212
Docket: CA50638

Between:

Khurram Shehzad

Appellant
(Plaintiff)

And

**Langara College, Paula Burns, Joanne Rajotte, Pouyan Mahboubi,
David Cresswell, Justin Yau, Dave Murray, Charles Boname,
Ruth Onaghinon, Briana Fraser, Heide Mede, Gina Buchanan,
Kathleen Oliver, Choji Hayashi, Susan Bonham, Diane Thompson,
Luke McKnight, John Falcus, Cierrah DiCesare, Raman Kumar,
Melisa Hamilton, Annie Jensen, Jane McCarthy, Dale Montgomery,
Paula Obedkoff, Leah Sharzer, Jonathan Steele, Nina Winham,
Catherine Glass, An Nguyen, Alakhjot Singh, Parizad Mistry,
Gerda Krause, Alison Curtis, Patricia Aroca-Ouellette, Brent Kennedy,
Avery Lafortune, Bryan Green, Gladys Monagan, Jamie McKee-Scott,
Jordan Miller, Chris Schmidt, Michael Lo, Heather Workman, Nora Franzova,
Felicia Lui, Heather Murray, Luciano Lotario Greggio, Brittany Epple,
Rory Wong, Karli Thomas, Tyra Steinke, Trena Tom, Tyler Loy,
Chinmaya Mahapatra, Manan Khurana, Sunaina Jain, Scott Mclean,
Tanya Lewis, Catherine Huth, Raged Anwar, Janet Douglas, and
Pauline Greaves Aylward**

Respondents
(Defendants)

Before: The Honourable Madam Justice DeWitt-Van Oosten
The Honourable Justice Iyer
The Honourable Justice Brundrett

On appeal from: An order of the Supreme Court of British Columbia, dated
April 16, 2025 (*Shehzad v. Langara College*, 2025 BCSC 935,
Vancouver Docket S245928).

Oral Reasons for Judgment

Counsel for the Appellant: D. Milojkovic

Counsel for the Respondents: L. Tsang
D.J. Horvat

Place and Date of Hearing: Vancouver, British Columbia
February 10, 2026

Place and Date of Judgment: Vancouver, British Columbia
February 12, 2026

Summary:

The appellant appeals the decision of a chambers judge striking his notice of civil claim under Rule 9-5(1)(a) as disclosing no reasonable cause of action, without leave to amend. He argues that the chambers judge erred in concluding that the dispute fell within the exclusive jurisdiction of a collective agreement. HELD: Appeal dismissed. It was reasonable to conclude on the pleaded facts that a collective agreement governed the employment relationship between the appellant and respondent. The decision to grant leave to amend is discretionary, and the appellant did not show any basis to interfere with the judge's conclusion that he had no prospect of re-framing the claim to advance a cause of action not governed by the collective agreement.

[1] **IYER J.A.:** The appellant, Mr. Shehzad, appeals the decision of a chambers judge granting the respondents/defendants' application to strike his civil claim without leave to amend.

Background

[2] The relevant facts are not disputed. At the time of these events, Mr. Shehzad was an instructor employed by the respondent, Langara College ("Langara"). He was a member of the Langara Faculty Association ("Association") and his employment relationship with Langara was governed by the collective agreement between Langara and the Association.

[3] In March 2023, Langara received a complaint from a Langara student about Mr. Shehzad, relating to an off-campus exchange between them. The student was not a student of Mr. Shehzad. Langara investigated and the complaint was resolved at a preliminary stage, with no disciplinary action against Mr. Shehzad.

[4] In July 2024, Mr. Shehzad complained to Langara's Privacy Officer alleging Langara had inappropriately investigated the student's complaint, which he said was unrelated to Langara, and had breached his privacy by disseminating to the Langara community personal information it obtained during the investigation. In September 2024, the Privacy Officer found the evidence did not support his complaint. Mr. Shehzad then filed a complaint with the Information and Privacy Commissioner, alleging Langara had breached his rights under the *Freedom of Information and*

Protection of Privacy Act, R.S.B.C. 1996, c. 165. The Commissioner dismissed his complaint in January 2025.

[5] In August 2024, Mr. Shehzad filed the claim in issue in these proceedings (“Claim”). He named Langara and a number of individuals connected with Langara as defendants. He claimed the defendants had breached his privacy and engaged in workplace retaliation by investigating the student’s complaint and disseminating his confidential personal information to the Langara community.

[6] Mr. Shehzad amended his Claim twice to add and subtract individual defendants. At the chambers hearing, he provided the judge with two further proposed amended versions of the Claim.

[7] The respondents/defendants filed a jurisdictional response but did not apply under Supreme Court Civil Rule 21-8 to strike the Claim for lack of jurisdiction. Instead, they applied to strike it under Rules 9-5(1)(a), permitting a pleading to be struck if it discloses no reasonable cause of action; (b) permitting a pleading to be struck if it is unnecessary, scandalous, frivolous, or vexatious; and (d) permitting a pleading to be struck if it is an abuse of process. In their application they relied on *Weber v. Ontario Hydro*, [1995] 2 S.C.R. 929, to argue that the court had no jurisdiction to intervene because the dispute arose under a collective agreement. While the respondents referred to sub-rules (b) and (d) at the application hearing, their focus was on Rule 9-5(1)(a).

Chambers Judgment (2025 BCSC 935)

[8] The chambers judge found the Claim disclosed no reasonable cause of action under Rule 9-5(1)(a) because it arose out of Mr. Shehzad’s employment with Langara and therefore fell within the exclusive jurisdiction of the collective agreement. He described the essential nature of Mr. Shehzad’s dispute with Langara as follows, at para. 25:

- 1) How the College conducted its investigation of the student’s complaint against him, and whether it did so in contravention of its own policies because the conduct complained of occurred outside the College or college activities; and

- 2) Whether some members of the administration involved in the investigation maliciously published his email letter because of his challenge to the College's conduct in its investigation of his complaint.

[9] The judge referred to specific articles of the collective agreement, including its comprehensive grievance clause, its protection of employees from personal harassment, and the right to grieve personal harassment complaints.

[10] Referring to *Ferreira v. Richmond (City)*, 2007 BCCA 131; *Masjoody v. Trotignon*, 2022 BCCA 135; and *Weber*, the judge noted that the courts have dismissed civil claims regarding whistleblowers, harassment, bullying, misconduct affecting an academic's work environment and reputation, defamation, invasion of privacy, and constructive dismissal on the basis they fall within the exclusive jurisdiction of a collective agreement that governs the employment relationship. The Claim advances similar allegations.

[11] Importantly, the judge clarified that Mr. Shehzad's position that the student complaint was a private matter, not involving Langara, did not remove his complaint about Langara's response to it from the scope of his employment relationship with Langara:

[31] I understand Mr. Shehzad's main point is that his interactions with the student that gave rise to all of this occurred off campus and were not work related. But that is not the core subject matter of his claims. The claims are based on the College administrators' investigation of the student's formal complaint, including their collection of the texts between the parties, and the absence of a formal policy authorizing the investigation. Then, the second aspect of his claim is, of course, the alleged publishing of the email he sent to the administrators criticizing their investigation. These are all workplace issues that fall within the ambit of the Collective Agreement.

[12] As I have noted, the judge struck the Claim under Rule 9-5(1)(a), and did not consider whether it should be struck under Rules 9-5(1)(b) or (d).

[13] The judge also denied Mr. Shehzad further leave to amend his complaint because all five versions of the Claim, both filed and proposed, did not identify any claim "which could possibly fall outside the exclusive jurisdiction of the Collective Agreement" (at para. 33).

Analysis

[14] On appeal, Mr. Shehzad argues the judge mischaracterized the Claim as falling under the collective agreement, he erred in law in striking the Claim under Rule 9-5(1)(a) or, if it was properly struck, he ought to have granted Mr. Shehzad leave to amend.

[15] The correctness standard of review applies to the judge’s decision to strike the Claim under Rule 9-5(1)(a).

[16] In his factum, Mr. Shehzad submits the essential character of the dispute is:

- a) Whether Langara should have conducted the Investigation as relating to occurrences completely unrelated to Langara which occurred off Langara campus; and
- b) Whether statements made by the Respondents and others respecting the Investigation, or its findings, constitute defamation.

[17] In my view, this framing of the issues confirms the Claim arises out of Mr. Shehzad’s employment relationship with Langara. The issues he raises are grounded in Langara’s conduct towards him as an employee, its decision to investigate, and the manner in which it did so. Mr. Shehzad says Langara had no authority to investigate because the underlying incident occurred off campus and did not involve a student of his. Then, as part of the investigation, it wrongfully distributed information in breach of his privacy.

[18] I agree with Mr. Shehzad that, under Rule 9-5(1)(a), the court must examine the Claim itself to determine whether it is plain and obvious that it could not succeed and as provided by Rule 9-5(2) may not consider evidence.

[19] The Claim identifies Mr. Shehzad as a computer science instructor and faculty member employed by Langara. It alleges an unauthorized investigation undertaken by Langara into the student complaint, leading to conduct by Langara that Mr. Shehzad describes as workplace retaliation. It pleads that Mr. Shehzad protested this treatment “in front of the Union Reps”. The appendix identifies the Claim as arising from an employment relationship and summarizes its allegations as

a breach of Mr. Shehzad’s privacy and workplace retaliation by his employer. The Claim does not expressly plead a collective agreement or any of its terms.

[20] As Rule 9-5(2) prohibits consideration of evidence under Rule 9-5(1)(a), the question is whether what is pleaded in a claim is sufficient to infer the existence of a collective agreement such that the judge could properly consider its terms in his consideration of Rule 9-5(1)(a). In my view, the pleaded facts support an inference of the existence of a collective agreement governing the employment relationship between Mr. Shehzad and Langara. As the judge found all Mr. Shehzad’s claims arise out of that employment relationship, I am inclined to conclude the existence of a collective agreement, regardless of its specific terms, makes it plain and obvious the claim cannot succeed on jurisdictional grounds: see paras. 20–21 of the judge’s reasons.

[21] That said, I consider the particular terms of the collective agreement to which the judge referred cannot be inferred from the Claim. If it was necessary to examine them, doing so was not permissible under Rule 9-5(1)(a). As I have noted, although the focus was on Rule 9-5(1)(a), the respondents also pleaded sub-rules (1)(b) and (1)(d) in their notice of application, included the collective agreement in their evidence, and made submissions about these sub-rules at the hearing. The judge’s reasoning based on the collective agreement’s terms clearly satisfies the test in sub-rule (1)(d) as filing a civil claim on a matter governed by a collective agreement is an abuse of process: *St. Anne Nackawic Pulp & Paper Co. v. Canadian Paper Workers Union, Local 219*, [1986] 1 S.C.R. 704.

[22] In these circumstances, even if the judge erred in relying on specific terms of the collective agreement for purposes of Rule 9-5(1)(a), before us, Mr. Shehzad’s counsel acknowledged that this Court may determine the Claim could have been struck under Rule 9-5(1)(d) and dismissed the appeal on that basis.

[23] Turning to the appellant’s final argument, it is well-settled that a decision as to whether to grant leave to amend is discretionary and attracts considerable deference: most recently, see *Weisenburger v. College of Naturopathic Physicians*

of *British Columbia*, 2025 BCCA 460 at para. 98. I agree with the respondents' submission that, while courts often apply the Rules to self-represented litigants with some lenience, it is not unlimited. Mr. Shehzad had amended his claim twice and proposed two further amendments all of which suffered from the same fundamental defect. There is no basis to interfere with the judge's conclusion that there was no reasonable prospect Mr. Shehzad could re-frame the Claim to advance a cause of action that is not grounded and dependent on an employment relationship governed by the collective agreement.

[24] For these reasons, I would dismiss the appeal.

[25] **DEWITT-VAN OOSTEN J.A.:** I agree.

[26] **BRUNDRETT J.A.:** I agree.

[27] **DEWITT-VAN OOSTEN J.A.:** The appeal is dismissed.

“The Honourable Justice Iyer”