CITATION: Ji v. University of Waterloo Board of Governors, 2026 ONSC 903
COURT FILE NO.: CV-25-00001555-0000
DATE: 2026-02-13

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Yuantao Ji, Plaintiff

AND:

University of Waterloo Board of Governors, Defendant

BEFORE: The Honourable Justice L. E. Standryk

COUNSEL: Self-represented Plaintiff

D. Douek, Counsel, for the Defendant

HEARD: February 3, 2026

REASONS FOR DECISION

Overview

[1] The plaintiff was a student at the University of Waterloo. He has brought an action in breach of contract and negligence against the University of Waterloo (identified in the statement of claim as the "University of Waterloo Board of Governors"). The plaintiff seeks a declaration that the defendant has breached implied contractual terms of academic transparency, integrity, good faith, and honest performance. He has also claimed specific performance of the implied contractual terms by an order compelling the defendant to disclose historical statistical grade-distribution data.

[2] The defendant seeks to strike the statement of claim without leave to amend on the basis that it is plain and obvious that the pleading discloses no reasonable cause of action, and the claim is in substance an indirect attack on the university's broad academic decision-making authority. The defendant argues that the relief sought is properly pursued by judicial review.

[3] For the reasons that follow, I find the statement of claim discloses no reasonable cause of action and must be struck. The claim is, in substance, a collateral attempt to overturn an academic decision made within the defendant's broad discretion-making authority and seeks relief that must be pursued, if at all, by judicial review.

Factual Background

[4] The fundamental facts of this proceeding are not in dispute and may be summarized as follows.

[5] The plaintiff was enrolled in the course CS686/486: Introduction to Artificial Intelligence during the Spring 2023 term (May 2023 to August 2023).

[6] The plaintiff initiated a grievance under the University's Policy 70 on or about September 20, 2023, directed to the professor of the course CS686/486, requesting that his final grade be curved.

[7] On September 27, 2023, the plaintiff filed a Notice of Reassessment Challenge with the Department of Computer Science, asking the department to investigate the historical grade distribution for the course and to reassess his final grade in a manner consistent with the statistical data.

[8] On October 11, 2023, the plaintiff was informed that his grade would not be adjusted and that his request for the historical grading data was refused. The reasons for refusing the request were communicated to him by the Director of Graduate Studies.

[9] Between October 20, 2023 and August 6, 2024, the plaintiff filed various appeals and notices of challenge. In each case, he sought access to the course's statistical data and requested that his final grade be curved to align with historical grade distributions. All of the plaintiff's appeals and challenges were denied for various reasons.

[10] On August 6, 2024, the plaintiff appealed the Faculty Committee on Student Appeals' July 18, 2024 decision to the University Committee on Student Appeals ("UCSA"). In his Notice of Appeal dated August 6, 2024, the plaintiff asked the UCSA Tribunal to clarify whether he had a right of access to the course's statistical data and, if so, the release of the data for Spring 2023 and the three to six preceding terms.

[11] The UCSA Tribunal unanimously denied the appeal, clarifying that students do not have a right to access the historical statistical data of a course they have taken and dissatisfaction with the university policy does not constitute sufficient grounds for appeal.

Legal Framework

[12] Rule 21.01(1)(b) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, provides that a party may move before a judge to strike out a pleading on the ground that it discloses no reasonable cause of action.

[13] The proper approach to a r. 21.01(1)(b) motion is well-settled. As succinctly stated in *FNF Enterprises Inc. v. Wag and Train Inc.*, 2023 ONCA 92, 165 O.R. (3d) 401, at para. 12:

> [T]he facts asserted in the statement of claim are taken to be true unless patently incapable of proof: *R. v. Imperial Tobacco Canada Ltd.*, 2011 SCC 42, [2011] 3 S.C.R. 45, at para. 22. The statement of claim is to be read generously: *Operation Dismantle v. The Queen*, [1985] 1 S.C.R. 441, at

> p. 451. The test to be applied "is whether it is plain and obvious, assuming the facts pleaded to be true, that each of the plaintiffs' pleaded claims disclose no reasonable cause of action. Simply stated, if a claim has no reasonable prospect of success, it should not be allowed to proceed to trial": *Atlantic Lottery Corp. Inc. v. Babstock*, 2020 SCC 19, 447 D.L.R. (4th) 543, at para. 14.

[14] In *Abbasbayli v. Fiera Foods Company*, 2021 ONCA 95, 456 D.L.R. (4th) 668, at para. 20, the court reviewed the benefit of a motion to strike:

> Striking pleadings under this rule serves to "[weed] out the hopeless claims and [ensure] that those that have some chance of success go on to trial": see *R. v. Imperial Tobacco Canada Ltd.*, 2011 SCC 42, [2011] 3 S.C.R. 45, at para. 19.

[15] In *Fasteners & Fittings Inc. v. Wang*¸ 2020 ONSC 1649, at para. 68, Perell J. discussed two ways in which the failure to establish a cause of action generally arises:

> (1) the allegations in the statement of claim do not come within a recognized cause of action; or (2) the allegations in the statement of claim do not plead all the elements necessary for a recognized cause of action. If the cause of action pleaded has been recognized, all of its essential elements must be pleaded.

[16] In *Abbasbayli*, the court confirmed the need to plead material facts, at para. 20:

> A pleading in a statement of claim will be deficient under this rule where it fails to plead material facts required to sustain a particular cause of action: see *Apotex Inc. v. Eli Lilly and Co.*, 2015 ONCA 305, 125 O.R. (3d) 561, at para. 21, leave to appeal refused, [2015] S.C.C.A. No. 291. The court should always consider whether the deficiency can be addressed through an amendment to the pleading: see *Tran v. University of Western Ontario*, 2015 ONCA 295, at paras. 26-27.

[17] If it is plain and obvious that the claim could not succeed, and no amendment could rectify the pleading, it is appropriate to strike the claim without leave to amend. If a cause of action could be asserted with appropriate amendments to the pleading, leave to amend ought to be granted: *Abbasbayli*, at para. 21.

The Statement of Claim

[18] The relief requested by the plaintiff in his statement of claim is as follows:

> i. An order that the defendant, the University of Waterloo, be required to provide the statistical grade distribution data for the course CS686/486 for the Spring 2023 term as well as for the six academic terms preceding Spring 2023; and

ii. A declaration that the defendant, the University of Waterloo, breached its contractual obligations to the plaintiff, including the implied term that the University would maintain academic integrity and transparency, and further breached its fiduciary duty and duty of good faith toward the plaintiff; and

iii. Cost [sic].

[19] Much of the factual narrative outlined above does not appear in the statement of claim. On a motion under r. 21.01(1)(b), the court is confined to the facts as pleaded, together with any documents expressly incorporated by reference in a statement of claim for the purpose of assessing whether a reasonable cause of action is disclosed: r. 21.01(2)(b).

[20] The plaintiff pleads that on October 11, 2023, he sent an email to the course instructor and the Director of Graduate Studies in the Department of Computer Science requesting disclosure of the statistical grade-distribution data for CS686/486 for the Spring 2023 term and several preceding terms. He alleges that this request was prompted by his observation of significant discrepancies between the Spring 2023 grade distribution and those of prior terms, based on information provided to him by a friend who had taken the course in an earlier offering. Both the course instructor and the Director of Graduate Studies declined to provide the requested data. The plaintiff then initiated the university's internal appeal process, seeking disclosure of the grade-distribution data and stating that he would pursue a grade adjustment if significant discrepancies were confirmed. On October 4, 2024, the university's internal tribunal issued its final decision, denying the plaintiff's request for the statistical grade-distribution data.

[21] The legal principles pleaded by the plaintiff in the statement of claim are limited to the following assertions.

8. The relationship between a university and its students is fundamentally contractual in nature, as affirmed by the Court of Appeal for Ontario in *Jaffer v. York University*, 2010 ONCA 654, and Lam v. University of Western Ontario, 2019 ONCA 82.

9. The plaintiff submits that the contract between the plaintiff and the defendant includes an implied term that the University would maintain academic integrity and transparency. This implied term is supported by the officious bystander test.

10. This claim does not involve an academic or genuine issue. Rather, it concerns the breach of an implied contractual term between the plaintiff and the defendant. As confirmed in Lam v. University of Western Ontario 2019 ONCA 82, the Superior Court of Justice has jurisdiction to adjudicate contractual claims arising out of university-student relationships.

11. The defendant's refusal to provide the plaintiff with the statistical grade distribution data for the course CS686/486, which the plaintiff completed,

constitutes a breach of the implied term requiring academic transparency and integrity.

12. The defendant also breached its duty of good faith and honest performance. The plaintiff was pursuing a PhD degree with the defendant, which is an extended and collaborative relationship. The duty of good faith is foundational in such a context. Upon identifying potential fairness concerns with the grade distribution in CS686/486, the plaintiff sought information to clarify the issue. The defendant's decision to withhold the statistical data was contrary to the duty to act honestly, transparently, and in good faith.

13. If the defendant claims it has the right to withhold statistical grade distribution data, the plaintiff submits that such a term would be unconscionable and contrary to the principles of fairness recognized in Canadian contract law.

Analysis

Claims Involving Academic Disputes

[22] The Court of Appeal for Ontario has repeatedly affirmed that universities possess broad and specialized discretion in the administration of academic matters. This discretion extends to decisions regarding grading, assessment, academic standards, program administration, and the internal processes used to address academic concerns. Courts have consistently emphasized that they will not interfere in this area through civil actions founded on contract, tort, or other grounds.

[23] In *Jaffer*, the court held that a claim may be struck at the pleadings stage where it is, in substance, an indirect attempt to appeal an academic decision or where the pleadings fail to allege conduct that falls outside the university's academic discretion. The court stressed that academic decisions—whether relating to grading, course administration, or academic policy—are not properly the subject of civil litigation. A plaintiff cannot circumvent this principle by characterizing an academic grievance as a breach of contract or another private-law cause of action.

[24] In *Gauthier c. Saint-Germain*, 2010 ONCA 309, 325 D.L.R. (4th) 558, the court elaborated on the nature of the student-university relationship. It held that by enrolling in a university, a student accepts that the institution retains broad discretion in evaluating academic work and administering its academic programs. The court expressly rejected the proposition that contractual claims may be used to challenge academic judgments, noting that such judgments fall within the university's core academic mandate and are not amenable to judicial intervention through private-law remedies.

[25] In *Lam*, the court reaffirmed that where the essence of a claim is disagreement with an academic decision, the proper avenue for recourse is judicial review, not a civil action. The court emphasized that judicial review provides the appropriate framework for assessing whether an academic decision was made fairly and within jurisdiction, whereas a civil

action improperly invites the court to substitute its own view of academic merit or academic policy.

[26] The most recent and directly relevant decision of this court on the issues before me is *Obita v. Laurentian University*, 2025 ONSC 5021. This court struck a student's claims in negligence, breach of contract, and deceit arising from grading decisions and the university's internal appeal process. The court held that the claims were, in substance, attempts to re-litigate academic decisions that had already been addressed through the university's internal mechanisms.

[27] The decision of this court in *Obita* reinforces the longstanding principle that litigants cannot circumvent the judicial review process by recasting academic grievances as contractual, tortious, or equitable claims.

Essential Elements – Breach of Contract

[28] In an action for breach of contract, a plaintiff must plead with sufficient clarity all the required elements of such a claim, namely: the particulars of the alleged contract, including its terms; the nature of the alleged breach; causation; and the damages that are alleged to have flowed from the breach: *Shafique v. University of Waterloo*, 2019 ONSC 2418, at para. 35, citing *McCarthy Corp. PLC v. KPMG LLP*, [2006] O.J. No. 1492 (S.C.) at para. 41; and *Turner v. York University*, 2010 ONSC 4388, at paras. 12-13.

[29] To establish a cause of action for breach of contract, the plaintiff must plead material facts capable of showing that the university failed to meet the express or implied obligations it undertook when it accepted the student's registration: *Stuart v. The University of Western Ontario*, 2015 ONSC 5168, at para. 18.

[30] The statement of claim fails to identify the nature or source of the alleged contractual terms. There are no express contractual terms pleaded from which any implied term could be derived. In the absence of these specifics, any purported terms are reduced to bald assertions: *Stuart v. The University of Western Ontario*, at para. 28.

[31] An implied term cannot exist in the abstract; it must arise from the express contractual framework, the intentions of the parties, or established categories of implied obligations: *Lam*, at para. 31, citing *Gauthier* and *Jaffer*.

[32] The statement of claim includes broad assertions about "academic transparency" and "integrity" without referencing any contractual source, specific terms, or factual basis to support the existence of implied terms. There is no clear connection between the alleged implied terms and the express contractual framework or established principles governing implied obligations. As a result, the plaintiff's claim unequivocally fails to establish the essential elements for a breach of contract cause of action.

[33] The plaintiff seeks specific performance of an alleged implied term by requesting a production order, yet he does not plead the prerequisites for that remedy. Specific performance requires a clear and enforceable contractual obligation, inadequacy of

damages, and circumstances that justify compelling performance: *Semelhago v. Paramadevan*, [1996] 2 S.C.R. 415, at paras. 22-23. The factual foundation necessary to support a remedy of specific performance cannot be found in the statement of claim: there is no claim for damages or explanation why damages are inadequate.

[34] The plaintiff asserts that he has not pleaded damages because, in his view, the first step is to obtain production of the statistical data. He submits that specific performance of an implied contractual term requiring disclosure is necessary to allow him to assess the extent of his losses. He stated that only after receiving the data would he be able to quantify the damages he plans to claim.

[35] This approach is fundamentally inconsistent with the requirements of proper pleading. A plaintiff must plead the material facts that, if proven, would establish each element of the cause of action, including the nature of the loss and the causal connection between the alleged breach and the damages claimed. The Supreme Court of Canada in *R. v. Imperial Tobacco Canada Ltd.*, 2011 SCC 42, [2011] 3 S.C.R. 45 at paras. 22-24 made clear that pleadings must contain the "material facts" necessary to support the claim; they cannot rely on speculation, contingent future facts, or information the plaintiff hopes to obtain later. A pleading cannot be left incomplete on the theory that essential elements will be supplied after discovery or after the defendant is compelled to produce documents.

[36] A plaintiff cannot rely on the hoped-for results of compelled disclosure to supply missing material facts. The Supreme Court in *Imperial Tobacco*, para. 22 explained.

> 22 ….It is incumbent on the plaintiff to clearly plead the facts upon which it relies in making its claim. A claimant is not entitled to the possibility that new facts may turn up as the case progresses. The claimant may not be in a position to prove the facts pleaded at the time of the motion. It may only hope to prove them, but plead them it must.

[37] The plaintiff's position reverses the proper order of pleading. Damages are not optional or deferred in a breach of contract claim—they are an essential element that must be pleaded from the outset. A plaintiff cannot seek specific performance merely to determine whether a viable cause of action exists.

[38] In this case, the statement of claim pleads no damages, alleges no facts capable of establishing loss, and offers no explanation—beyond the plaintiff's desire to obtain information—as to why damages would be inadequate. This omission is fatal to the availability of specific performance and to the viability of the breach of contract claim itself. The plaintiff's stated intention to quantify damages only after obtaining the statistical data underscores that the pleading does not presently disclose a complete or legally sufficient cause of action.

Abuse of Process

[39] Rule 21.01(3)(d) empowers the court to stay or dismiss an action where "the action is frivolous, vexatious or is otherwise an abuse of the process…." This provision reflects the

court's inherent authority to prevent the misuse of judicial procedures and to ensure that litigation is conducted fairly and efficiently.

[40] An action may fall within r. 21.01(3)(d) where it is plainly devoid of merit; seeks to re-litigate issues already determined by a competent decision-maker, or that attempts to obtain through a civil claim what has been denied through an appropriate adjudicative process: *Salasel v. Cuthbertson*, 2015 ONCA 115, 124 O.R. (3d) 401, at para. 8; *Jaffer*, at para. 28.

[41] Rule 25.11(c) further provides that the court may strike out a pleading, with or without leave to amend, where the pleading constitutes an abuse of process. This rule operates in tandem with r. 21.01(3)(d) and reinforces the principle that the court will not permit its processes to be used to re-litigate matters, to circumvent proper procedural avenues, or to pursue claims that are untenable on their face: see *Jaffer*, at paras. 28, 45, citing *Gauthier*, at paras. 47-48.

[42] The plaintiff seeks precisely the same substantive relief he pursued before the Tribunal—namely, production of the statistical grade-distribution data in furtherance of academic fairness and transparency. The UCSA Tribunal determined that he is not entitled to this relief. Although framed differently, the present action seeks to obtain through a civil claim what the internal academic appeal process has already denied.

[43] This is impermissible. A litigant cannot avoid the finality of an academic tribunal's decision by re-packaging the same request as a contractual or equitable claim. As the Court of Appeal has repeatedly held in the cases to which I have referred, and as the Superior Court reaffirmed in *Obita*, courts will not permit academic decisions to be re-litigated through private-law causes of action. The plaintiff must articulate an independent or legally cognizable cause of action in breach of contract that falls outside the broad sphere of academic discretion within which universities operate. He has not done so: the refusal to disclose historical statistical data is a matter that lies squarely within that academic discretion.

[44] The plaintiff's claim therefore constitutes an indirect attempt to revisit an academic decision already adjudicated through the university's internal processes. As such, it is not only untenable but amounts to an abuse of process.

[45] Allowing this action to proceed would undermine the finality of the academic appeal process and invite the court to intrude into matters that fall outside its proper role.

Leave to Amend

[46] Although courts are generally reluctant to strike pleadings with no leave to amend, it is well established that where it is plain and obvious that no tenable cause of action can arise from the facts as alleged, and where the amendment would fundamentally change the nature of the claim , leave to amend should be denied*: McFadden v. Psutka*, 2024 ONCA 203; *Marks v. Ottawa (City)*, 2011 ONCA 248; *Wilson v. Toronto Police Service*, 2001

CarswellOnt 2226, at para. 74, aff'd (2002), 156 O.A.C. 374; and *Gaji v. Toronto Police Service*, 2014 ONSC 2061, at paras. 7-9.

[47] Courts are not required to permit amendments where the underlying theory of liability is legally untenable or where the essential elements of a cause of action are wholly absent: *Avedian v. Enbridge Gas Distribution Inc*., 2023 ONCA 289, at paras. 6-9.

[48] Even if the plaintiff were permitted to amend his pleading to provide further particulars of the alleged contract, the claim would still be unsustainable. The plaintiff's action arises entirely from his dissatisfaction with the manner in which the university handled his course evaluation and the decisions he received through the grade-appeal process. The plaintiff's disagreement with that discretionary decision does not give rise to a private-law cause of action. Allowing this action to proceed would undermine the integrity and finality of the academic appeal process and constitute a misuse of the court's processes.

Conclusion

[49] The action must therefore be dismissed.

L. E. Standryk J.

Date: February 13, 2026