

COURT OF APPEAL FOR ONTARIO

CITATION: Spasiw v. Quality Green Inc., 2025 ONCA 106

DATE: 20250218

DOCKET: COA-24-CV-0379

Pepall, Paciocco and Sossin JJ.A.

BETWEEN

Andrew Spasiw and Astute Ventures Ltd.

Plaintiffs (Appellants)

and

Quality Green Inc., Quintet Ventures Inc., Andrew Robinson, Adrian Robinson,
1160094 B.C. LTD., and 1161845 B.C. LTD.

Defendants (Respondents)

Andrew Spasiw, acting in person and on behalf of the appellant Astute Ventures Ltd. with leave

Reuben Rothstein and Anthony Labib, for the respondents Quintet Ventures Inc., Andrew Robinson, Adrian Robinson, 1160094 B.C. LTD., and 1161845 B.C. LTD.

Heard: February 10, 2025

On appeal from the order of Justice Robert Centa of the Superior Court of Justice dated March 28, 2024, dismissing an appeal from the decision of Associate Justice Robert Frank, dated July 31, 2023, with reasons at 2023 ONSC 4422.

REASONS FOR DECISION

[1] This appeal arises from a decision of an associate justice staying the appellants' action against the respondents. In doing so, he relied on agreement to arbitrate clauses contained in the agreements governing the parties.

[2] The associate justice found that the pith and substance of the dispute was contractual. He concluded that the appellants' claims for fraudulent misrepresentation and oppression against the respondents largely related to alleged failures to perform obligations under the parties' contractual agreements, and that claims for disgorgement, unjust enrichment, and rescission similarly related to these agreements. He also rejected the appellants' argument that a stay should be imposed based on *Charter* claims raised in a separate legal proceeding.

[3] The associate justice imposed a stay of proceedings under s.7(1) of the *Arbitration Act*, 1991, S.O. 1991, c. 17, which states, "If a party to an arbitration agreement commences a proceeding in respect of a matter to be submitted to arbitration under the agreement, the court in which the proceeding is commenced shall, on the motion of another party to the arbitration agreement, stay the proceeding."

[4] The appellants appealed the order of the associate justice to the appeal judge, who dismissed the appeal.

[5] Before the appeal judge, the appellants challenged the associate justice's characterization of the dispute as contractual and therefore as falling within the scope of the arbitration clauses at issue and also challenged the constitutionality of s.7 of the *Arbitration Act*. The appeal judge analyzed the merits of the appeal and rejected these grounds of appeal. He reasoned that the associate justice had

correctly interpreted the scope of the arbitration clauses and dismissed the constitutional argument of the appellants. The appeal judge found no extricable error of law nor a palpable or overriding error and also agreed with the decision of the associate justice and his characterization of the dispute.

[6] The appellants now appeal the appeal judge's order to this court.

[7] Section 7(6) of the *Arbitration Act* states, "There is no appeal from the court's decision." As the stay was imposed under s. 7(1) of the *Arbitration Act*, no appeal from the associate justice's decision was available. See *Telus Communications Inc. v. Wellman* 2019 SCC 19, at para. 91. Although we agree with the conclusion of the appeal judge, there was no need for him to review the merits of the associate judge's decision as s. 7(6) of the *Act* was applicable.

[8] Under the circumstances, we dismiss the appeal. The parties are to bear their own costs of the appeal.

"S.E. Pepall J.A."
"David M. Paciocco J.A."
"L. Sossin J.A."