

ONTARIO
Superior Court of Justice



Ottawa
Small Claims Court
161 Elgin Street, 2nd Floor
Ottawa, ON K2P 2K1
Address
613-239-1079
Phone number

Defendant's Claim
Form 10A Ont. Reg. No.: 268/98

SC24001679740009 **D1**
Claim No.

SUPERIOR COURT OF JUSTICE
COUR SUPÉRIEURE DE JUSTICE
SEP 17 2024 **SB**
Ottawa Small Claims Court
Cour des Petites Créances Ottawa

Plaintiff by Defendant's Claim No. 1 Additional plaintiff(s) listed on attached Form 10A Under 18 years of age.

Last name, or name of company [REDACTED]		
First name [REDACTED]	Second name [REDACTED]	Also known as [REDACTED]
Address (street number, apt., unit) [REDACTED]		
City/Town [REDACTED]	Province [REDACTED]	Phone no. [REDACTED]
Postal code [REDACTED]	Email address [REDACTED]	
Representative Andrew Condie		Law Society of Ontario no. P20305
Address (street number, apt., unit) 14 Hillhurst Place		
City/Town Nepean	Province ON	Phone no. 613-222-0664
Postal code K2E 5R6	Email address ParalegalCondie@gmail.com	

Defendant by Defendant's Claim No. 1 Additional defendant(s) listed on attached Form 1A. Under 18 years of age.

Last name, or name of company Mackenzie		
First name Jeremy	Second name [REDACTED]	Also known as [REDACTED]
Address (street number, apt., unit) 68 High Street		
City/Town Pictou	Province NS	Phone no. [REDACTED]
Postal code B0K 1H0	Email address [REDACTED]	
Representative Fred Wu (Frederick Wu Professional Corporation)		Law Society of Ontario no. 73101W
Address (street number, apt., unit) 1 King St W, Suite 4800, Box 229		
City/Town Toronto	Province ON	Phone no. 416-839-7639
Postal code M5H 1A1	Email address fred@wulaw.ca	

Les formulaires des tribunaux sont affichées en anglais et en français sur le site www.ontariocourtforms.on.ca. Visitez ce site pour des renseignements sur des formats accessibles.

REASONS FOR CLAIM AND DETAILS

Explain what happened, including where and when. Then explain how much money you are claiming or what goods you want returned.

If you are relying on any documents, you **MUST** attach copies to the claim. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

What happened?

See "Schedule A" attached to and forming part of this defendant's claim.

Where?

When?

How much? \$ 2187.23
(Principal amount claimed)

ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.

The plaintiff by defendant's claim also claims pre-judgment interest from August 1st, 2024 under:
(Date)

(Check only one box) the Courts of Justice Act
 an agreement at the rate of _____ % per year
and post-judgment interest, and court costs.

Prepared on: September 10th, 20 24 Alidi
(Signature of plaintiff or representative)

Issued on: SEP 17 2024, 20 _____ Shobina
(Signature of clerk)

CAUTION TO DEFENDANT BY DEFENDANT'S CLAIM: IF YOU DO NOT FILE A DEFENCE (Form 9A) and proof of service (either an Affidavit of Service (Form 8A) or a Lawyer or Paralegal's Certificate of Service (Form 8B)) with the court within twenty (20) calendar days after you have been served with this Defendant's Claim, judgment may be obtained by Defendant's Claim without notice and enforced against you. Forms and self-help materials are available at the Small Claims Court and on the following website: www.ontariocourtforms.on.ca.



For information on accessibility of court services for people with disability-related needs, contact:



Telephone: 416-326-2220 / 1-800-518-7901 TTY: 416-326-4012 / 1-877-425-0575

Schedule A

1) The Plaintiff by defendant's claim claims:

- a) Damages of 2,187.23\$;
- b) Pre- and post-judgment interest in accordance with the *Courts of Justice Act*;
- c) Her costs of this action; and
- d) Such further and other relief as this Honourable Court deems just.

2) The plaintiff by defendant's claim (██████████) did some volunteer work organizing events for the defendant by defendant's claim (J. Mackenzie). During this time, ██████████ used her own funds, to later be reimbursed, for expenses related to these events.

3) The expenses that were paid for by ██████████ for the events total 4,887.73\$:

- June 25th 2024 - Ottawa Event Venue Rental at the Carp Fairgrounds	300.00\$
- June 2024 - AirBnB for Ottawa Event	494.88\$
- July 6th 2024 - PAL Insurance for Ottawa Event	365.47\$
- May 8th 2024 - Caledonia Event Venue Event Deposit	437.50\$
- June 24th 2024 - Caledonia Event AirBnB Cancellation Fee	33.04\$
- April 7th to June 6th 2024 - Purchase of merchandise for resale at events	3,256.84\$

4) ██████████ has been reimbursed 2,700.50\$ to date for these expenses:

- May 2nd 2024 - Etransfer from J. Mackenzie	1188.00\$
- July 4th 2024 - Etransfer from J. Mackenzie	366.00\$
- July 31st 2024 - Caledonia Venue Deposit Reimbursement	437.50\$
-Merchandise Sales paid to Defendant until costs reimbursed - July 6th 2024	
(No Documents available to Defendant, Paid in Cash)	709.00\$

- 5) **J. Mackenzie still owes the plaintiff 2,187.23\$ for expenses incurred in planning the events. As the primary decision maker and being the only person to have distributed funds for the events to [REDACTED] J. Mackenzie is primarily responsible for the expenses incurred.**
- 6) **J. Mackenzie has been unjustly enriched and, as no written contract exists, [REDACTED] seeks relief on the basis of quantum meruit.**

Attached Documents:

- Ottawa Venue Rental Agreement - showing payment terms for 300.00\$**
- AirBnB Receipts for Ottawa Event - for 2 payments totalling 494.88\$**
- Insurance Policy Receipt for Ottawa Event - showing costs of 365.47\$**
- Etransfer email to Caledonia Agricultural Society for event deposit.**
- Hamilton AirBnB Booking Transaction Receipt**
- Hamilton AirBnB Cancellation Refund Receipt - showing cancellation costs of 33.04\$**
- Merchandise Order Receipts - showing merchandise purchased for resale at the events**
- Etransfer Deposit Emails - showing funds received from the plaintiff for 1554.00\$**
- Hamilton Venue Deposit Refund Cheque - showing that the deposit was reimbursed in full**
- Advertising poster for the events showing J. Mackenzie as the head of the group performing.**

- cheque by June

- have to find out about bar or not \$300
↓
\$350

Carp Agricultural Society
Venue Licence Agreement

This event space licence agreement ("Agreement") is entered into this [6th] day of [July], [2024] ("Effective Date"), by and between the Carp Agricultural Society, an Ontario not-for-profit corporation ("Licensor") and ~~Jeremy McRae~~, a[n] [Ontario] [Canada] ("Licensee") (individually, a "Party," collectively, the "Parties").

BACKGROUND

- A. the Licensor is the owner of the Carp Fair Grounds located at 3790 Carp Road, Carp ON ("Venue") and makes such Venue, or portions thereof, available from time to time to host events;
- B. The Licensee wishes to use such portion of the Venue described in Schedule A attached hereto ("Event Space") to host an event described in Schedule B attached hereto ("Event");

NOW THEREFORE, in consideration of mutual promises, covenants and obligations contained herein, the Parties agree as follows:

→ Carp Market -
2pm not before

1. Limited Licence

- (a) The Licensor grants to the Licensee the following limited, revocable, and non-exclusive licence to use the Event Space for the Event and to access and use certain common areas ("Common Areas"), including the washrooms located in the Agricultural Hall and the Show Barn, at the Venue. The Licensee is not permitted to use the Event Space for any other purpose than the Event without the prior written consent of the Licensor. The Event shall be held on the date[s] ("Event Date") and for the period of time ("Event Duration") specified in Schedule B.
- (b) The Licensee acknowledges and agrees that the licenses granted herein do not confer and not entail any interest in the Venue or the Event Space. The Licensee further acknowledges and agrees that any rights granted to the Licensee are non-exclusive and that the Licensor further reserves the right to use or licence others to use any part of the Venue, other than the Event Space, without restriction.

2. Licence Fees

- (a) The Licensee shall pay to the Licensor fees calculated in accordance with Schedule C attached hereto ("Licence Fees").
- (b) The Licensee shall pay to the Licensor a security deposit ("Security Deposit") in accordance with Schedule C. The Licensor shall return the Security Deposit within 30 days after the Event Date provided the Venue and Event Space are left clean and undamaged. Reasonable costs to clean or repair the Venue and Event Space and any unpaid hydro charges shall be deducted from the Security Deposit. Damages or charges in excess of the Security Deposit are the sole responsibility of the Licensee.

*applied to insurance 11 June 2024

- (f) The Licensee shall comply with all policies of the Licensor and acknowledges having received a copy of such policies attached as Schedule D.
- (g) The Licensee agrees to be reasonably accommodating of any other activities and events at the Venue.
- (h) The Licensee is responsible for event security and shall hire event security at the request of the Licensor.
- (i) The Licensee is responsible for ensuring that any animal brought to the Venue is properly licensed or tagged, as applicable, and assumes all responsibility for any injury, damage, or disease to any animal caused by any animal brought to the Venue by the Licensee.
- (j) The Licensee is responsible for cleaning and disposing of any animal waste created during the Event at the Licensee's own expense.
- (k) The Licensee is responsible for any damage or injury caused by or to the tractor while being used by or in possession of the Licensee.
- (l) The Licensee is responsible for ensuring that all vehicles, including trailers for animal transportation, are parked in the designated location.

6. Licensor Rights and Responsibilities

- (a) The Licensor shall make the Event Space and Common Areas available to the Licensee on the Event Date for the Event Duration in accordance with the provisions of Schedules A, B, C and D.
- (b) The Licensor will furnish the Event Space "as-is" in its current condition. The Licensee acknowledges that it has been offered the opportunity to inspect the Event Space and accepts it in its current condition.
- (c) The Licensor, acting reasonably, shall have the right to enter the Event Space at any time without the consent of the Licensee.

7. Assignment

The Licensee may not assign or transfer any rights or benefits under this Agreement without the prior written consent of the Licensor. Licensor may sub-license, assign or transfer this Agreement at any time without notice to, or consent of, the Licensee. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators and other legal representatives, successors (including any successor by reason of amalgamation or statutory arrangement of any party) and permitted assigns.

8. Indemnification

The Licensee agrees that it is responsible for its own actions and those of its Representatives. The Licensee shall indemnify, hold harmless and, upon the Licensor's request, defend the Licensor and its employees, directors, officers, and agents from and against all claims and losses of any type, including reasonable lawyers' fees, in connection with, in whole or in part: (1) any negligent act, omission, or

14. Entire Agreement

This Agreement together with Schedules A, B, C and D constitute the entire agreement and supersedes all prior agreements, communications, representations, and understandings, both written and oral, between the Parties.

15. Survival

The provisions relating to Assignment, Limitation of Liability, Indemnification, and payment obligations under this Agreement shall survive the termination of this Agreement.

16. Severability

This Agreement shall be deemed severable, the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of this Agreement or any of its terms.

17. Notice

All notices and other communications permitted or required pursuant to this Agreement shall be in writing and delivered personally, by certified mail, or e-mail at the addresses set out below:

Licensors Carp Agricultural Society
 Box 188
 3790 Carp Road
 Carp, ON K0A 1L0
 info@carpfair.ca
 613-839-2172

To the Licensee as set out in Schedule B.

18. Electronic Signatures

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.

19. Force Majeure

(a) The Licensors will not be liable for any costs, expenses or damages suffered by the Licensee if delayed in or prevented from performing its obligations hereunder due to Force Majeure provided that the Licensors: (1) promptly notifies the Licensee about the Force Majeure event and its expected period of duration; and (2) uses reasonable efforts to give the Licensee the option of booking an available alternative date ("Substitute Event Date") at no extra charge. Force Majeure means an event or sequence of events beyond the Licensee's reasonable control (which could not

Schedule A
Venue and Event Space

Venue: Carp Agricultural Society

Event Space: Carp Agricultural Hall

Common Areas: Kitchen & Washrooms

Onsite Services: Parking

Schedule C
License Fees and Payment Schedule

(\$400 Security Deposit Upon Signing
\$350 Hall Rental Fee)

- A corking fee of \$6.00 per bottle will be charged with payment at the end of the Event.
- All liquor and its containers (which include empty glasses/bottles) will be removed by bar staff within 45 minutes of bar being closed.
- Food must be available during the operation of the bar.

Your receipt from Airbnb



Receipt ID: RCXME8E8PE - June 6, 2024

Ottawa

2 nights in Ottawa

Fri., Jul. 5, 2024 - Sun., Jul. 7, 2024

Entire home/apt · 3 beds · 5 guests



Hosted by Sara Johnson

Confirmation code: 1B5H1ZK8SYK

[Go to itinerary](#) · [Go to listing](#)

Cancellation policy

Free cancellation before 4:00 p.m. on Jul. 30. Cancel before check-in at 4:00 p.m. on Jul. 31 for a full refund.

Entire times provided on the listing's local time.

Have a question?

Find details about payments and refunds in your payments, or try the [Help Centre](#).

Price breakdown

\$159.00 x 2 nights	\$318.00
Cleaning fee	\$68.00
Airbnb service fee	\$54.49
Taxes	\$26.38
Travel insurance	\$28.01
Taxes, fees, and assistance services fee included	
Total (CAD)	\$494.88
W/ process in 2 payments	
Payment 1 of 2 (CAD)	\$121.39

Payment

MASTERCARD ****1574	\$121.39
June 6, 2024 / 15:15 (GMT-05:00)	
Amount paid (CAD)	\$121.39

Occupancy taxes

Ontario's Tax on Hotels, Food, and Services (Tax on Hotels), Ontario HST (Ontario, Canada)

Airbnb Payments UK Ltd.

Airbnb Payments UK Ltd. is the designated collection agent of your Host. It means that upon your payment of the Total Price to Airbnb Payments, your payment obligation to your Host is satisfied. Payment requests will be processed in accordance with: (i) the Host's cancellation policy (available on the listing); or (ii) Airbnb's [Recording and Refund Policy Terms](#), available at www.airbnb.ca/terms.

For your travel insurance, Airbnb Payments UK Ltd. is the limited payment collection agent of Airbnb Canada Insurance Services Inc. Upon payment of the Total Fees to Airbnb Payments UK Ltd., your payment obligation to Airbnb Canada Insurance Services Inc. is satisfied. Travel insurance refund requests will be processed in accordance with your travel insurance policy.

Travel insurance

This policy is administered by Funjet Assistance S.A. Canada Branch and offered by Airbnb Canada Insurance Services Inc. Terms and conditions apply.

Travel insurance is not available for residents of the following provinces/territories: your travel insurance payment includes a Refill Sales Tax, Newfoundland and Labrador, New Brunswick, N.S., Ontario, B.C., Saskatchewan, S.C.

Payment processed by:

Airbnb Payments UK Ltd.

300 Colindale Ave

London

WC1A 9JF

United Kingdom

Airbnb Ireland Ltd.

The Warehouse Building

South Lotts Road, Ringland, Dublin 4

Ireland

VAT Number: IE 989732 B

www.airbnb.ie





Ian D. Thompson, UE
General Manager

Office: (905) 765-6861
Fax: (905) 765-4598

Emergency Contact:
(905) 765-6861- Press Option 0

151st Caithness St. E., Caledonia, ON, N3W 1C2

[\[REDACTED\]@caledoniafair.ca](mailto:[REDACTED]@caledoniafair.ca)
<https://caledoniafair.ca>

From: [REDACTED]s@gmail.com>
Sent: Monday, July 29, 2024 7:15 PM
To: Ian D. Thompson, UE - General Manager [REDACTED]@caledoniafair.ca>
Cc: [REDACTED]@caledoniafair.ca>; jenn.macd@protonmail.com
Subject: Re: Rental Agreement Cancellation

Hello, Ian.

[REDACTED] is no longer involved with the rental. Please issue the cheque to either myself or Jennifer McDonald.

Please let us know your preference and we will forward corresponding mailing address.

Thank you,

Karen Cousineau

On Mon, Jul 29, 2024 at 5:44 PM Ian D. Thompson, UE - General Manager <manager@caledoniafair.ca> wrote:

Hello all,

Further to our telephone conversation today, please be advised that the rental agreement issued for Wednesday, July 31, 2024 has been

cancelled and the event will not be permitted to take place at our facilities. SC24001679740000

██████████ made the booking deposit payment by E-Transfer, however, we are unable to issue a refund via E-Transfer. In order to receive a refund of the deposit payment, ██████████, please confirm the address where we can mail the cheque.

Hamilton

Anti-racism groups want Hamilton venues to shut their doors to 'violent extremism' group Diagon

Group's founder advertised Canadian cities in summer 'terror' tour

Justin Chandler · CBC News · Posted: Jul 13, 2024 4:00 AM EDT | Last Updated: July 13



Anti-racism groups are asking venues in Hamilton to refuse bookings from a group the Canadian government called an 'ideologically motivated violent extremism' organization. (Terry Asma/CBC)

Community groups in Hamilton are asking venues in the city to shut their doors to Diagon, a far-right group named in a 2022 House of Commons report as an example of "ideologically motivated violent extremism."

The group purportedly plans to stop in the city as part of a Canadian tour this summer.

"It's important to have voices and coalitions of folks to shut them down," Caitlin Craven, who directs the Hamilton Centre for Civic Inclusion (HCCI), told CBC Hamilton.

On Wednesday, HCCI, Hamilton Anti-Racism Resource Centre and Disability Justice Network of Ontario called on the city to act, after the group's founder advertised a list of cities Diagon was planning to visit over the next few weeks, including Hamilton.

Community members, groups, elected officials and institutions should "take action by publicly denouncing and opposing Diagon and their tour of hate," their post on

social media said.

It also included a list of "tangible actions" to take, such as venues denying bookings to Diagonal, politicians denouncing the group, and community members attending or supporting counter-events.

- **Judge rules arrest of Diagonal founder on COVID-19 protest charges not politically motivated**
- **Judge throws out charges against pair accused of harassing N.S. chief medical officer**

Diagonal was founded by podcaster Jeremy MacKenzie.

Barbara Perry, director of the Centre on Hate, Bias and Extremism at Ontario Tech University, calls it an "accelerationist" and "white supremacist" group.

According to Perry, "they wish to accelerate what they see as a civil war" that will restore a white, Christian ethno-state.

She said the group became widely known during the 2022 Freedom Convoy — a big tent protest movement against the federal government and pandemic public health measures.

MacKenzie and his followers have denied this characterization, saying onlookers are misunderstanding what they call jokes. They appear to play into the image of themselves as villains, using a demonic goat as a mascot and calling their upcoming travels the Road Rage Terror Tour.

'Extreme ideologies' need to be confronted: HCCI

"They're gonna say it was all tongue in cheek," Perry said, noting other far-right groups, such as the Proud Boys, followed the path of couching their message in irony before becoming more hard line.

"Their perspective is one of violence, and one that is extremely violent, racist, homophobic and transphobic," Craven said. "The way that people are impacted by racism tells us that this isn't a joke."

CBC Hamilton requested comment from MacKenzie but did not hear back before publication.

The diagonal slash on the flag used by Diagonal is meant to refer to a white ethno-state between Alaska and Florida, Perry said, and the group's messaging includes increasing hostility toward South Asians and opposition to non-white immigration.

"It's made up of former members of the Canadian Forces, individuals with real combat training, with real capabilities and who have grown increasingly radicalized, especially because of COVID... These are the kinds of groups that I consider to be a real and

significant threat to Canadian public safety at large," the 2022 House of Commons report says, quoting Mubin Shaikh, a professor of public safety at Seneca College.



Jeremy MacKenzie is founder of Diagon, which has advertised it's planning a Canadian summer tour. (Ragingdissident.com)

Mackenzie has promoted the summer tour online, listing events in Calgary, Vancouver, Edmonton, Saskatoon and Nova Scotia. No specific city for Nova Scotia is named. Mackenzie's website also notes upcoming meet-and-greets in Lethbridge, Alta., Winnipeg, and Kamloops, Tofino and Nanaimo, all in B.C.

Mackenzie's website is selling tickets to the Hamilton event for \$60, but no venue is listed.

Craven said that's likely intentional, to avoid being blocked. MacKenzie promoted a July 6 event in Ottawa and has posted images purportedly from the event. Some local politicians later condemned it. The organization that rented the venue out told CTV it did not know who planned the event.

It's tricky to deal with groups like Diagon because they want attention, Perry said.

"They want to create a stir" in the public and in the media. Still, she said, people need to talk about them.

"We really need to pay attention to what the intention is associated with these appearances," which include fundraising, propaganda and attracting supporters.

Craven said "extreme ideologies" need to be confronted before they become mainstream.

She said many people responding to HCCI's posts said they did not know about the group beforehand.

On Thursday, in an emailed statement to CBC Hamilton that she shared on social media, Hamilton Mayor Andrea Horwath said she is "appalled" by news of the tour,

saying the group "promotes hate" and condemns its presence.

"Everyone has the right to live in their city free of racism and discrimination, and as leaders, we have a responsibility to stand up to hate every time we see or hear it."

- Andrea Horwath, Hamilton mayor

"Hamilton has no place for hate," she said.

"Everyone has the right to live in their city free of racism and discrimination, and as leaders, we have a responsibility to stand up to hate every time we see or hear it. This group is not welcome here."

Horwath reiterated her comments during a council meeting Friday, prompting support from councillors.

In denouncing Diagon and others like it, Perry said politicians need to go beyond "platitudes," such as simply saying hate has no place in their communities and to specifically unpack the harms.

Acknowledging you're against hate is a good starting point, Craven said, but it's also important to name specific ideologies — including white supremacy, antisemitism and homophobia — if one is to meaningfully challenge them.

In 2022, Horwath signed an anti-hate pledge on behalf of the city. Organized by a coalition of community groups including HCCI, the pledge launched alongside an anti-hate toolkit. Speaking outside city hall at the launch, Horwath said she saw it as an opportunity "to take a visible, firm, unwavering stand against hate."

The work of groups such as HCCI to encourage venues not to book them is an important pressure point too, Perry said, as are counter-events.

She said it's important to "remind people across the community that there are more people that would resist these narratives than support them."

Hamilton has a 'long history of hate,' anti-racism expert says

Perry noted the group seems to have chosen cities to visit that, like Hamilton, are known to have receptive audiences.

The city has a "long history of hate," Craven said, and it's important to reckon with the need for more work fighting it.

Hamilton-born former federal cabinet minister Catherine McKenna reshared HCCI's post, saying, "as a proud Hamiltonian, joining the community in standing up against white supremacy and hate."

Horwath said she has spoken to the Hamilton Police Service, which is "actively monitoring" the situation.

- **2 years after launch, Hamilton anti-hate coalition says racism still prevalent**

In an email to CBC Hamilton, the police service said it was aware of Diagon's apparent planned visit to the city.

"At this time, we have not had direct communication with the organizers and the event's specific location remains unknown. We are taking this matter seriously and are fully prepared to respond to any situation that may arise," police spokesperson Jackie Penman said.

"Hamilton Police Service officers are trained to monitor and manage demonstrations, and we are committed to taking action if any illegal activity occurs.... Hate crime in Hamilton is not acceptable. Left unchecked, hate crime can have a far-reaching impact on communities."

Perry said police should monitor Diagon, but noted that what members say is often "lawful but awful," and doesn't cross the line into criminal hate speech.

- **Gun charges against Diagon leader Jeremy Mackenzie stayed in Sask.**
- **26% spike in police-reported hate crimes in Hamilton a call to action: anti-racism advocate**

In April, federal Conservative Leader Pierre Poilievre came under fire for meeting with people protesting the federal carbon tax in Atlantic Canada who also had a Diagon flag drawn on their recreational vehicle (RV).

Since then, the Liberals have repeatedly mentioned the group in attacks on Poilievre and his party. For instance, while in the House of Commons on May 1, Prime Minister Justin Trudeau asked if Poilievre "might take this opportunity to reassure Canadians that he neither supports extremist, white nationalist organizations like Diagon nor wants their votes."

In early June, a Nova Scotia judge threw out charges, including criminal harassment, against MacKenzie and his partner Morgan Guptill, who the Crown had accused of harassing the province's chief medical officer of health in 2022.

The judge said the couple's rights had been violated because it took too long for them to stand trial.

