SPORT DISPUTE RESOLUTION CENTRE OF CANADA (SDRCC)
CENTRE DE RÈGLEMENT DES DIFFÉRENDS SPORTIFS DU CANADA (CRDSC)

Citation: Wingfield v. Hockey Canada, 2025 CASDRC 42

NO: SDRCC ST 25-0061
DATE OF DECISION: 2025-12-03

BETWEEN:

Brad Wingfield

(CLAIMANT)

AND

Hockey Canada (HC)

(RESPONDENT)

AND

Anonymous

(AFFECTED PARTY)

DECISION

Appearances:

On behalf of the Claimant: Paul M. Pulver, Counsel

On behalf of the Respondent: Adam Klevinas, Counsel

On behalf of Affected Party: On their own behalf

Arbitrator: Carol Roberts

1. On October 6, 2025, I was selected as the Arbitrator under subsection 5.3(b) of the *Canadian Sport Dispute Resolution Code* (April 1, 2025) (the "*Code*") to hear the Claimant's appeal, under section 8.5 of the *Code*.

2. The appeal is of a September 9, 2025 decision (the "Decision") issued by an independent Adjudicator appointed under Hockey Canada's *Maltreatment Complaint Management Policy* (the "*Policy*").

3. This decision is based on written submissions of the parties, in accordance with subsection 8.3(a) of the *Code*.

OVERVIEW

4. Hockey Canada ("HC") is the national governing body for amateur hockey in Canada. Since the 2022-2023 season, all maltreatment complaints made to HC have been managed by an independent complaint system (the Independent Third Party or "ITP") in accordance with the *Policy*.

5. The *Policy* provides that all complaints involving national-level athletes are to be handled by the ITP except where the complaints fall within the jurisdiction of the Office of the Sport Integrity Commissioner (now the Canadian Safe Sport Program). The ITP also takes jurisdiction over complaints which would previously have fallen under the jurisdiction of HC's provincial and territorial sport organizations in narrow circumstances, including when the complaint alleges "Serious Misconduct" against a "Member Participant."

6. The Affected Party filed a maltreatment complaint to HC's ITP against the Claimant, who is a head coach of a Junior A Tier 2 Team, which falls under the jurisdiction of BC Hockey.

7. The complaint alleged that the Claimant engaged in conduct that contravened the BC *Universal Code of Conduct*, the BC Hockey *Code of Conduct and Discipline Policies*, and *Maltreatment, Bullying and Harassment Protection and Prevention Policy*. Specifically, the complaint alleged among other things, that the Claimant a) encouraged or permitted a hazing culture on the team, b) allowed players to use cannabis during games, c) instructed players to harm a former teammate during a game, and d) sent threatening text messages to a former player.

8. The ITP accepted jurisdiction over the complaint and determined that the complaint would be managed through Process 1 of the *Policy*. Process 1 provides for the appointment of an Adjudicator who may seek written or oral submissions and if necessary, interviews or questions the parties before issuing a written decision.

9. Following a series of interviews with eleven individuals, a review of contemporaneous documents, text messages, policies and emails as well as written submissions, the Adjudicator concluded that the allegations of hazing, cannabis use, and orders to injure a player, had not been proven.

10. However, he did find that the Claimant had sent "at least one threatening text message" to a player, and "…appeared to breach confidentiality by speculating or communicating with others..." about a player's interview with him.

11. After reviewing relevant Codes of Conduct, the Adjudicator determined that the Claimant's threatening text message amounted to maltreatment, bullying and harassment, in violation of all three *Codes*.

12. The Adjudicator concluded that this conduct constituted "psychological maltreatment, harassment, bullying, and a serious abuse of his authority as coach."

13. The Adjudicator found that the misconduct was aggravated by the Claimant's "…prior disciplinary history, position of power, evasive testimony, and the chilling effect his actions had on [the player's] willingness to cooperate." The Adjudicator found that the misconduct was mitigated by "the stress of multiple false allegations, the delay in these proceedings, the [Claimant's] first-year status at the junior level, the fact that [the player] was an adult, and the [Claimant's] off-ice relationship with [the player]."

14. The Adjudicator imposed a suspension from the date of the Decision until October 22, 2025, which prohibited the Claimant from participating in any capacity, in any program, activity, event or competition sponsored by, organized by, or under the auspices of Hockey Canada during that period, followed by a one-year period of probation.

The Appeal

15. The Claimant appeals the Decision, contending that the Adjudicator's finding of misconduct was "clearly unreasonable" and made "without any credible or compelling factual basis whatsoever."

16. Hockey Canada and the Affected Party both argue that the Adjudicator's decision was well supported by the evidence and seek to have the appeal dismissed.

The Code

17. Subsection 8.5.2 of the *Code* provides that, in a review of a decision on violation under the Safe Sport Policies of a Sport Organization, the Safeguarding Panel shall not conduct a hearing *de novo,* or from the beginning, and that a hearing is not a redetermination of the investigation. It further provides that

…the findings of fact and credibility made in the investigation report shall be accepted by the Safeguarding Panel, except where the findings are successfully challenged by a Party in accordance with Subsection 8.5.2(b).

18. Subsection 8.5.2(b) provides that a review of the findings of fact or credibility by the investigator may only be made on the following grounds:

    i) Error of law that has a material impact on the findings and/or decisions made. For greater clarity, an error of law includes:

    …

    1) A misapplication of an applicable principle of general law;
    2) Acting without any evidence;
    3) Acting on a view of the facts which could not be reasonably entertained; or
    4) Failing to consider all the evidence that is material to the decision being challenged.

19. Subsection 8.5.2.(c) provides that, when assessing a review of a finding of violation, the Safeguarding Panel shall apply the standard of reasonableness.

Argument and Analysis

Standard of Proof

20. The Claimant contends that where allegations are serious and sanctions are highly prejudicial, the evidentiary onus on a decision-maker is heightened. This is not an accurate statement of the law. There is only one civil standard of proof at common law; that is, proof on a balance of probabilities. There are no degrees of probability within that civil standard - the evidentiary burden does not change depending on the seriousness of the allegations. In all civil cases, the trier of fact must scrutinize the relevant evidence to determine whether it is more likely than not that an alleged event occurred. (see *F. H. v. McDougall* (2008 SCC 53, para. 49)

21. I find that the Adjudicator properly understood the standard of proof that was to be met and that he fully appreciated the task before him:

    The standard of proof is the civil standard: balance of probabilities. If the evidence is evenly balanced such that the alleged misconduct is as likely not to have occurred, the complaint must be dismissed. (para. 8)

22. Further:

> *Evidence must be clear, convincing, and cogent to satisfy the evidentiary standard. Where witness testimony diverges, I have carefully assessed credibility, internal consistency and corroboration.* (para. 9)

Credibility Assessment

23. The Adjudicator interviewed four players on the Team, as well as the mothers of three of those players, the Claimant, an Associate Coach, a former Assistant Coach and a relative of a billet family.

24. The Adjudicator was aware of the necessity to evaluate the credibility and reliability of the witnesses since there was little documentary evidence before him. Ultimately, the Adjudicator found the evidence of Player 1 was not credible because he found it to be internally inconsistent and contradicted by other witnesses. The Adjudicator also found Player 2's version of events to be contradicted by other witnesses. He also found Player 2's credibility to be undermined by his unwillingness to acknowledge statements made by other witnesses and his own actions.

25. The Adjudicator noted that Player 4 was 20 years old and had known the Claimant since childhood. The Adjudicator found Player 4's evidence to be "measured" and that Player 4 was "reluctant to criticize the [Claimant]." (para 85). I infer from this characterization that the Adjudicator found Player 4 to be a credible witness.

26. The Adjudicator described the Claimant's evidence to be detailed but determined that his overall credibility was undermined by his failure to recall key details:

> *On the issue of a threatening text message the Respondent allegedly sent to Player 4, the Respondent did not concede any misconduct. However, his testimony in regard to Player 4 was curious in a few respects. First, when working from memory, the Respondent initially omitted Player 4 from his list of players who had left the team but managed to name all the others. Then, when prompted by me, the Respondent acknowledged Player 4's departure and said there were "not particularly' any issues between him and Player 4 – before launching into a critique of Player 4's negative attitude, lack of effort, and social choices.* (para. 78)
>
> …
>
> *80. When I asked what his text exchanges with Player 4 looked like, the Respondent said his last text was simply a request for Player 4 to return his equipment.*
>
> …

27. Credibility assessment is the responsibility of the initial decision-maker and must be accorded a high degree of deference. (*McDougall*, at para. 72) In the absence of an overriding error, I cannot substitute my assessment of credibility for that of the Adjudicator.

28. Not only was the Adjudicator alive to the issues of credibility and reliability, he set out his reasons for preferring the evidence of one witness over another. I decline to interfere with his assessment of the credibility of the witnesses.

Factual findings

29. The Adjudicator determined that allegations a), b) and c) had not been substantiated on a balance of probabilities, largely because he found the witnesses, primarily Players 1 and 2 were not credible. These determinations are not appealed.

30. After interviewing Player 4, the Adjudicator learned that Player 1 claimed to have seen a text on Player 4's phone in which the Claimant threatened to slash Player 4's tires. Player 1 claimed that he and Player 4 were friends and that Player 4 had shown him the text message. The Adjudicator then sought a second interview with Player 4 and requested copies of the text messages. Player 4 did not attend a follow up meeting and did not produce the text message. However, he e-mailed the Adjudicator as follows:

> *Hello, I'm just concerned as if any consequences were to happen to Brad because of me sending in these screenshots. He had already found out that I had an interview somehow. And he would know for sure that I would have been the one to send in the screenshots. Just I live in the same community and so do my parents and I don't want to cause any drama.* [reproduced as written] (para. 90)

31. The Adjudicator found the email from Player 4 to be:

> … *highly concerning. It suggested that the Respondent had already learned of my confidential interview with Player 4 and that Player 4 feared repercussions for cooperating. That Player 4 would decline to provide the messages out of fear that "consequences" might follow for the Respondent speaks volumes about the likely contents of those messages.* (para. 91)

32. The Adjudicator concluded that the allegation that the Claimant had sent a threatening text message to be substantiated on a balance of probabilities:

> *With all the evidence taken together, the evidence establishes on a balance of probabilities that the Respondent did, in fact, send Player 4 at least one threatening text message, the contents of which went beyond accusing him of disloyalty. The circumstantial evidence,*

combined with Player 1's testimony of having seen the message and Player 4's own email to me expressing fear of disclosure, supports this finding. (para. 92)

….

The most credible and concerning evidence relates to the text message(s) sent to Player 4. Player 4 admitted receiving a message accusing him of being unloyal. Player 1 testified that Player 4 showed him a message in which the Respondent threatened to slash his tires. Ordinarily, I would hesitate to accept Player 1's testimony without corroboration. In this instance, however, there was corroboration, that at the very least, a highly inappropriate text message was sent: Player 4 himself later declined to provide the screenshots but wrote in an email that he feared "consequences" for the Respondent if he disclosed them. (para. 107)

This fear that the Respondent would face "consequences" if the texts were revealed is consistent with Player 1's account, and provides corroborative support. Moreover, the Respondent, when asked about Player 4, was at first evasive – able to recall the names of all players who left the team except Player 4 – and then, without prompting, launched into lengthy negative characterizations of Player 4. (para. 108)

Taken together, Player 4's fear, Player 1's account, and the Respondent's selective and unusually aggressive testimony against Player 4 convince me on a balance of probabilities that the Respondent did send a threatening text message to Player 4. (para. 109)

33. The Adjudicator is not required to believe a witness's evidence in its entirety and may believe none, part, or all of a witness's evidence, or attach different weight to different parts of a witnesses' evidence. (*R. v R.E.M.*, 2008 SCC 51 (CanLII) at para 65, *Caroti v. Vuletic*, 2022 ONSC 4695, para 439).

34. The Adjudicator did not rely solely on Player 1's allegation to support his conclusion that the Claimant had sent a threatening text message. Indeed, he stated that, without corroboration, he would not have placed any weight on it. The Adjudicator asked Player 4, whom he did find to be a credible witness, whether he received text messages from the Claimant threatening to slash his tires. Although Player 4 declined to provide copies of actual text messages or agree to a further interview, he confirmed receipt of at least one text message from the Claimant. Given that the Adjudicator found Player 4 to be credible, his conclusion that the Claimant sent Player 4 at least one text message related to the allegation of threatening to slash his tires was supported by the evidence.

35. The Adjudicator determined, based on Player 4's concern that, if he did provide screenshots of those text messages, he would experience "consequences," suggesting retaliation or some form of retribution, that the text message was of a threatening nature.

36. Although there was no direct evidence of the content of the text message, I find no error in the Adjudicator's conclusion, in all of the circumstances, that the text message(s) were of a threatening nature considering Player 4's fear of possible consequences.

37. In my view, the Adjudicator did not err in finding, on a balance of probabilities, that the Claimant sent at least one threatening text message to Player 4.

38. Subsection 8.5.2 (c) of the *Code* prescribes a reasonableness standard of review. That standard is a "robust form of review" which requires a reviewing court to "...consider the outcome of the administrative decision in light of its underlying rationale in order to ensure that the decision as a whole is transparent, intelligible and justified." A reasonableness review focuses on the decision actually made, including the justification for it, not on the conclusion a reviewing court would have reached in the administrative decision maker's place. (*Canada* (*Minister of Citizenship and Immigration) v. Vavilov*, (2019 SCC 65) para. 15)

39. I find that the Adjudicator's determination that the Claimant had violated the relevant *Codes* to be transparent, intelligible and justified. It falls well within the reasonableness standard.

CONCLUSION

40. The appeal is denied.

DATED: December 3, 2025, Vancouver, British Columbia

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Carol Roberts, Arbitrator