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COMMERCIAL CRIME IN CANADA

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This practical service compiles information regarding criminal liability arising from white collar crime in Canada. For each offence the full text of the specific legislation is provided together with an analysis of the important case law, the form of charge and cross-references to related legislation. There is detailed coverage of modes of criminal participation and the means available for pursuing proceeds of crime and restitution.

What's New in this Release

This release features updates to the case law and commentary in the following chapters: 2 (Criminal Fraud), 3 (Theft), 4 (Forgery), 6 (Securities Fraud and Market Manipulation), 9 (Bankruptcy Offences), 13 (Possession of Property Obtained by Crime), 14 (Fines, Forfeiture and Restitution), and 15 (Fraudulent Trade Practices).

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Case Highlights

Recent case law introduced with this release includes the following:

- **Criminal Fraud — *Mens Rea* of Fraud — Pastor Obtaining Funds From Church Members Not Expecting Repayment of Funds Used to Acquire Building — Members Promised Repayment of Loans For Other Purposes — Pastor Using Deception Regarding Use of Funds — Pastor Guilty of Fraud Despite Optimism of Repayment** — In this case, the accused pastor was founder of the Christian Community of Bethel (CCB). According to the prosecution, between June 2005 and July 2010, the accused defrauded several members of the CCB by giving or lending sums of money intended for various purposes, including the acquisition of a building for worship and expenses related to that building. The accused represented a significant authority figure among the CCB members, and exerted considerable influence over them. The prosecution alleged that, in the course of obtaining the sums of money from the members, the accused resorted to lies and deception. The loans were not repaid, and several members suffered considerable losses. The accused denied lying, deception, or dishonest conduct. He claimed that all CCB members voluntarily gave or lent sums of money while participating in a common venture, namely community life and the acquisition of a building, with full knowledge of the details of this acquisition project and the risks involved. He solicited loans, not only for the acquisition of the building, but also for other reasons. In addition, the management of the amounts received was disorganized: *R. c. Lezoka*, 2020 QCCQ 8354 (Que. C.Q.), affirmed *Lezoka c. R.*, 2025 QCCA 1003, [2025] J.Q. no 5784 (Que. C.A.).
- **Fraudulent Trade Practices — *Competition Act* — “Drip Pricing” — Canada Post — Online Purchase Process — First Price for Shipping Cost — Such Price Not Attainable as “Fuel Surcharge” — Failure to Disclose Full Price of Shipping — Breach of Section 52(1.3) of *Competition Act* — Certification of Class proceeding** — Where Canada Post, during the online purchase process, made representations of a first price for shipping cost, which were unattainable due to a “fuel surcharge”, Canada Post was alleged to have breached subsec. 52(1.3) (“drip pricing”) of the *Competition Act*. In *Deane v. Canada Post Corporation*, 2025 CarswellNat 2689, 2025 FC 1194 (F.C.), the plaintiff alleged that Canada Post breached the *Competition Act* because its online services failed to disclose the full price of shipping by later adding a “fuel surcharge”. The plaintiff alleged that three of Canada Post’s online services breached subsections 52(1.3) (“drip pricing”) and 54(1) (“double ticketing”) of the *Competition Act*, R.S.C. 1985, c. C-34 [the Act]. She alleged that those online services failed to disclose the full price of shipping by only later adding a “fuel surcharge”. The elements of subsection 52(1.3) of the Act having been pleaded, the plaintiff alleged that, since she and the class members were entitled to the first price, they suffered a loss and/or damages equivalent to the amount of the fuel surcharge, plus the costs of investigating and prosecuting this action. This breach of the Act gave rise to the plaintiff’s civil action against Canada Post under section 36 of the Act. The plaintiff brought a motion for certification of class proceeding. The plaintiff’s motion was granted: *Deane v. Canada Post Corporation*, 2025 CarswellNat 2689, 2025 FC 1194 (F.C.).