

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Contreras v. Thomson*,  
2023 BCSC 2371

Date: 20231213  
Docket: S235362  
Registry: Vancouver

Between:

**Ruben Ricardo Castelblanco Contreras**

Plaintiff

And

**Ian Thomson, Collection Officer, Revenue Services of British Columbia,  
Mark Pearmain/CEO, Raj Sandhu/Senior Payroll Manager,  
John Thomas/Payroll Assistant, Liana Hunsche/Team Leader Payrolls,  
School District 36 Surrey AKA Surrey Schools**

Defendants

Before: The Honourable Mr. Justice Thomas

## Oral Reasons for Judgment

In Chambers

The Plaintiff, appearing in person:

R. Contreras

Counsel for the Defendants, Ian Thomson  
and Revenue Services of British Columbia:

M.J. Kleisinger

Counsel for the Defendants, Mark  
Pearmain, Raj Sandhu, John Thomas,  
Liana Hunsche, and School District 36:

E.J.A. Stanger  
W. Kunimoto, A/S

Place and Date of Trial/Hearing:

Vancouver, B.C.  
December 13, 2023

Place and Date of Judgment:

Vancouver, B.C.  
December 13, 2023

[1] **THE COURT:** This action consists of a notice of claim and an affidavit which expands upon issues contained in the notice of civil claim. The undisputed factual basis underlying this action is that the plaintiff has a disputed debt with the B.C. Revenue Service ("BCRS"). The BCRS provided a formal demand notice to the School District 36, pursuant to s. 83 of the *Financial Administration Act*, R.S.B.C. 1996, c. 138 [FAA] to garnish the plaintiff's wages for payment of the disputed debt.

[2] Section 83 requires School District 36 to garnish a percentage of the plaintiff's wages. If they do not garnish the wages, they become liable for the plaintiff's debt to the BCRS.

[3] Mr. Sandhu, Mr. Thomas, and Ms. Hunsche all were involved in either garnishing the plaintiff's wages or explaining to him why his wages were garnished.

[4] The plaintiff notes the following in his notice of civil claim which is contained at Tab 6 of the application record at pages 3-4, in paragraphs 8-9:

**8).** On Dec 3, 2023, in spite of failing to prove and validate the alleged "Debt" requested in Oct 3, 2022, RSBC induced SD36 agents to trespass my estate, property and rights, without my consent, without notifying me, and without any lawful authority.

**9).** On Dec 12, 2023, I, Ruben-Ricardo Castelblanco-Contreras, after noticing money missing in my pay statement, went personally to clarify the misunderstanding with the persons doing business as SD36 payroll department John Thomas/Payroll Assistant and Assistant, Liana Hunsche/Team Leader Payrolls. They uttered forged documents (two computer generated copies) to justify trespassing and administering my ESTATE without my consent or authorization:

a "Letter written/authored" by a fictional person that only exist in paper aka Revenue Service of British Columbia

a "Demand Notice "authorized" by RSBC collector officer Ian Thomson without wet signature endorsing, apparently giving SD36 agents power to violate my constitutional rights and control without my consent my estate

[Emphasis in original.]

[5] In addition, the plaintiff also contains similar evidence in his affidavit which is located at Tab 4 of the application record, pages 10-11, in paragraphs 35-36, and then at pages 11-12, paragraphs 42-46:

**35.)** RSBC condoned Ian Thomson without t having a legitimate claim, brought this vexations allegation, "Demand Notice," not only to harass me, subdue me and force me to abstain under intimidation for exercising my right to challenge the evidence and establish a defense, but also to punish me financially for requesting RSBC prove of the alleged debt.

**36.)** The chronological order of the events proved that the wanton and reckless actions of RSBC were motivated by malice:

**a)** Oct 3, 2022, I did request the validation of the debt. (*See Exhibit D*)

**b)** Oct 31, 2022, RSBC insulted my intelligence by responding with an unsolicited breakdown of the alleged account. (*See Exhibit H*)

**c)** Nov 22, 2022, RSBC Mailed Forged documents to intimidate and induce SD36 to obtain my money by false pretenses (*See Exhibit B and C*)

**d)** Dec 03, 2022, SD36 Fraudulently, without color of right, or authorization [my consent], took the audacity to start administering my property, my money and under duress give it to RSBC.

Not only RSBC failed to prove the alleged obligation [contract], but also clearly and timely intent to put me under duress economic and emotional stress to force me to abstain to claim my rights and fundamental justice.

...

**42.)** On 22/11/2022 RSBC condoned Ian Thomson, Collection Officer created, mailed and authorized a forged lien, "Demand Notice," in the name of a "Legal Fiction" doing business as the PROVINCE OF BRITISH COLUMBIA, against my property; which constitute criminal fraud as the PROVINCE OF BRITISH COLUMBIA, a corporate fiction, cannot be a litigant in an alleged "IN REM" proceeding against my Property, as the PROVINCE OF BRITISH COLUMBIA [corporate fiction} has no rights in my property to enforce. (*See Exhibit B and C*)

**43.)** The "Demand Notice" is served in the name of a Fictitious moving party doing business as the REVENUE SERVICES OF BRITISH COLUMBIA, or PROVINCE OF BRITISH COLUMBIA, and authorized by Collector Officer, Ian Thomson, by some unknown party to me, as no one claiming to be the moving party has provided me an Affidavit, court order, due process of law, or testified to anything in this Matter. This procedure falls under unconscionable contract and it is dismissed null and void by operation of LAW.

**44.)** Filing an action against I, a man, Ruben, in the name of a Fictitious moving party, PROVINCE OF BRITISH COLUMBIA, is a sanctionable offense, and I'm certain that it constitutes criminal fraud, as no party can enforce the rights or claims of another party, especially when the other party is a Fiction of Law that exists only on paper.

**45.)** RSBC and SD36 condoned Ian Thomson, John Thomas, Liana Hunsche, Raj Sandhu acting on their own accord to determine that PERSON doing business as the PROVINCE OF BRITISH COLUMBIA have right, have interest, have jurisdiction, have authority, and have standing, to make unadjudicated and unverified claims against my Property. Any claims that the

foregoing entities have needed to first be adjudicated in a Trial by Jury. This constitutes a simulation of legal process, False Pretences and violates Sections 2, 7, 8 and 11 of the Charter.

**46.)** I, a man, Ruben-Ricardo Castelblanco-Contreras, have not relinquished rights to RSBC, SD36, or Ian Thomson, John Thomas, Liana Hunsche, Raj Sandhu and the PERSON doing business as the PROVINCE OF BRITISH COLUMBIA. None of the foregoing can arbitrarily execute claims of right that do not exist, nor have ever been shown to exist.

[Emphasis in original.]

[6] The plaintiff confirmed in the hearing that the essence of the claim against the school district and their employees is that they had an obligation to consider the plaintiff's interests after receiving the formal demand. By simply garnishing his wages they committed a breach of trust, breach of confidence, breach of good faith and other misconduct. The essence of the claim against them is that they acted upon the demand without considering the plaintiff's interest which, at a minimum, means that they should stop garnishing the plaintiff's wages until he has resolved the issue of his alleged debt with the BCRS.

[7] The school district and their employees bring an application to strike the notice of civil claim pursuant to Rule 9-5(1)(a) of the *Supreme Court Civil Rules*. They also claim that this court lacks jurisdiction to hear the matter because the essence of the claim is subject to the collective agreement governing the relationship between the parties. I adjourned that aspect of the application because the collective agreement is not contained in the materials, and I do not see how I can do a detailed analysis pursuant to *Webber*, without access to the collective agreement.

[8] With respect to their application to strike the notice of civil claim against them, the applicants rely on Rule 9-5(1) and the following principles which are set out at paragraphs -- and I am referring to the submissions of the school district, a written argument that was provided to all of the parties, at page 10, paragraphs 40 to 42, and then at page 11, paragraphs 45 to 46:

40. On an application to strike a claim under Rule 9-5(1)(a), the rule that material facts in a notice of civil claim must be taken as true does not mean that allegations based on assumption and speculation must be taken as true.

This was discussed in *Operation Dismantle Inc. v. The Queen*, 1985 CanLII 74 (SCC), [1985] 1 SCR 441 [*Operation Dismantle*], where Dickson J. (as he then was) stated that "[n]o violence is done to the rule where allegations, incapable of proof, are not taken as proven".

*Willow v. Chong*, 2013 BCSC 1083 [*Willow*] at para. 19

41. Great caution must be taken in relying on *Operation Dismantle* as a general authority that allegations in pleadings should be weighed as to their truth, but it is not fundamentally wrong to look behind allegations in some cases, and it may be appropriate to subject the allegations in the pleadings to a skeptical analysis.

*Young v. Borzoni*, 2007 BCCA 16 [*Young*] at paras. 30-31

42. The skeptical analysis approach was considered appropriate in *Young*, where the plaintiff made sweeping allegations of intolerance, deceit, harassment, intimidation and falsifying documents against the defendants, which the court concluded could only be viewed as speculation.

...

45. A court will consider whether a defective pleading can be corrected by amendment when striking the claim, especially if the claim is brought by a self-represented litigant.

*Beach Estate v. Beach*, 2019 BCCA 277

46. However, it is not a foregone conclusion that a plaintiff, including a self-represented person whose claim would otherwise be struck under Rule 9-5(1), will be given an opportunity to amend the claim to bring it into compliance. Where the claim is irredeemable because its subject matter cannot be translated into a cause of action, or where the plaintiff has tried and has failed to bring a proper claim, amendments will not be allowed and the action will be dismissed without leave to amend.

*Chowdhury v. The Crown*, 2022 BCSC 1451 at para. 28

[9] In my view, the allegations accept that the school district and their employees were acting pursuant to obligations mandated by s. 83 of the *FAA*. If they did not follow these obligations, they would have become responsible for the plaintiff's debt, if it so existed. The section is mandatory and does not allow for discretion of garnishment of wages.

[10] The plaintiff disputes his debt and disputes whether BCRS can collect its debt through the *FAA*. In my view, the school district and their employees are innocent bystanders to the unorthodox position taken by the plaintiff and no possible cause of action arises against them under the facts that form the basis of this action under the law of British Columbia. In fact, the law compels them to garnish the plaintiff's

wages. The facts that give rise to the allegations against the applicants cannot support a cause of action. Thus, in my view, there is no amendment which could cure the action against the applicants.

[11] For these reasons, I strike the notice of civil claim against the school district and their employees Mr. Sandhu, Mr. Thomas, and Ms. Hunsche, on the basis that there is no reasonable cause of action against them pursuant to Rule 9-5(1)(a).

[12] The plaintiff has an application with respect to agreed facts that is to be heard next week. I have reviewed this application. The facts appear to be consistent with the allegations contained in the notice of civil claim and his affidavit. In my view there would be no prejudice to the plaintiff in proceeding with this application at this time.

[13] The costs will be to the defendants, the school district, Mr. Sandhu, Mr. Thomas, and Ms. Hunsche, which I assess collectively at \$2,000 plus disbursements.

[14] I am going to waive the agreement to the form of the order. I am going to direct Mr. Stanger to draft the order and submit it to the registry and will confirm that it complies with the clerk's notes. Once the order is filed, I direct Mr. Stanger to provide a copy of the filed order to all parties.

[15] Okay, those are my reasons.

[16] THE COURT: I am just going to add one amendment to this. Mark Pearmain, who is the chief executive officer of the school district, has also been named, so I will dismiss the action against him. My understanding is that he was named pursuant to his position with the school district. This will not change any of the costs though.

[17] CNSL E. STANGER: Thank you.

[18] THE COURT: Okay, thank you. Thank you all.

“Thomas J.”