



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

AMIR ALI ARHAMI

PLAINTIFF

AND:

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION
AUTHORITY

DEFENDANT

APPLICATION RESPONSE OF THE DEFENDANT

Application response of: The Defendant, South Coast British Columbia Transportation Authority (the "application respondent" or "TransLink")

THIS IS A RESPONSE TO the Notice of Application of the Plaintiff, Amir Ali Arhami, filed February 13, 2026.

The application respondent estimates that the application will take 4 hours.

Part 1: ORDERS CONSENTED TO

The application respondent consents to the granting of the orders set out in NIL paragraphs of Part 1 of the notice of application.

Part 2: ORDERS OPPOSED

The application respondent opposes the granting of the orders set out in ALL paragraphs of Part 1 of the notice of application.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

The application respondent takes no position on the granting of the orders set out in none of the paragraphs of Part 1 of the notice of application.

Part 4: FACTUAL BASIS

1. An injunction is an extraordinary remedy, and the applicant has not raised a serious question to be tried and will not suffer irreparable harm. Further, the balance of convenience strongly favours refusing the granting of the injunction.

2. The defendant has not violated any legal right of the applicant.

FACTS

3. The defendant, South Coast British Columbia Transportation Authority ("**TransLink**"), is the authority continued under the *South Coast British Columbia Transportation Authority Act*, S.B.C. 1998, c. 30 (the "**SCBCTAA**"). TransLink is responsible for regional transportation planning, transit services and the major road network in the Metro Vancouver area of British Columbia. TransLink has the statutory obligation and authority to manage and operate the regional transportation system.
4. The regional transportation system is a system, in the Metro Vancouver area, that transports passengers and goods, and includes ferries, cycling path networks, custom transit services, bus transportation services, rail transportation services, designated projects and the major road network.
5. TransLink is the owner or occupier of certain infrastructure and lands (together, the "**Transit Property**") to operate certain of its transit services. For example, to operate SkyTrain services, TransLink owns or occupies certain Transit Property including, among other things, SkyTrain stations (the "**Stations**"). The applicant's injunction application seems to be focused on the SkyTrain station premises so the respondent will focus on the issues that involve the SkyTrain stations.
6. The applicant, Amir Ali Arhami, according to his Notice of Civil Claim, has at times in the past used some of the services of TransLink, like the SkyTrain. The applicant, however, has not filed any evidence on this application to substantiate this. From the NOCC it appears that the applicant has been issued fare infraction notices in the past, potentially because he has failed to pay his fares or because he has used a fare that he is not entitled to (like a reduced price student fare even though he may not possess valid student identification). However, there is no actual evidence of this from the applicant. In any event, the applicant has apparently been issued tickets for breaking laws and now he wants an injunction to, basically, make it easier for him to evade paying fares and to avoid being issued tickets.
7. Every Station is different, but basically they all have fare gates that a person must use to both enter and exit the Station. In order to open a fare gate, for a person to validly pass through, a person must "tap-in" by tapping at the fare gate an accepted fare product, being a Compass card, Compass ticket or a payment card (this includes certain physical debit or credit cards or such cards that are stored on a mobile device that can be used through a device's digital wallet) (the "**Accepted Fare Product**"). If a person does not already have an Accepted Fare Product, or does not have sufficient funds associated with such product, when they come to the Station, a person can purchase a Compass ticket from ticket vending machines located outside the fare gates. Then the person can "tap-in" with their Accepted

Fare Product at the fare gate and it will open to allow them to enter the Station.

8. Once the person has passed through the fare gates they are in a "fare paid zone". That is, it is a zone within which a person must have paid sufficient fare and must possess valid proof of payment of such fare at all times.
9. The "fare paid zone" is always clearly marked with signage. There is signage outside the fare gates making it clear that a person passing through the fare gates is entering a "fare paid zone".
10. Once in this fare paid zone, the person is then able to walk or take an escalator or elevator to the SkyTrain platform where they can get on a SkyTrain to ride it.
11. When the person gets off of a SkyTrain they will be in another Station. They then must make their way to the fare gates at that Station to leave the Station. Thus, they continue to be in a fare paid zone until they exit through the fare gates. To exit the fare gates, they must "tap-out" by tapping the same Accepted Fare Product that they used to enter the fare paid zone. By "tapping-out" with the same Accepted Fare Product, the fare gate opens and allows them to pass through.
12. Unfortunately, sometimes some people do not follow the rules (and the law) and get through the fare gates without paying the required fare. Sometimes people will just aggressively push their way through the fare gates. Sometimes they will climb up and over the fare gates. Sometimes, people will follow another person very closely and they will get through the fare gates when the person ahead of them taps to open the gates. Sometimes people will pay for a discounted ticket or pass (called a Concession fare) that is meant for certain eligible persons such as youth or seniors, even when the person is not themselves a youth or senior. Sometimes people will use a non-transferrable discounted program pass that is meant for certain eligible persons such as certain students.
13. TransLink does not have employees at every single fare gate at every single Station, every hour of the day. Instead, TransLink uses the services of fare officers, being designated transit security officers and transit police officers, to periodically check if people have paid the required fare.
14. Again, every station is different but typically these fare officers will generally enforce the fare requirements by requesting to inspect any Accepted Fare Products that people are using to travel on the regional transportation system. Fare officers may stand near the fare gates to check that persons passing through the gates are paying the proper fare amount.
15. When a fare officer discovers that a person has not paid their required fare, including when the person cannot present any Accepted Fare Product, cannot present an Accepted Fare Product that has been "tapped-in" to enter a fare paid zone or presents a fare product that they are not eligible to use, then the fare officer may issue a fare infraction ticket to that person or may provide educational

information to that person. In addition to fare infraction tickets, transit police officers have the ability to issue provincial violation tickets to the person in certain circumstances, including if the person is willfully obstructing a fare officer in their exercise of the powers and duties or if the person misuses a fare gate, all as set out more particularly in the *Greater Vancouver Transit Conduct and Safety Regulation*.

16. In addition to the ticket vending machines outside the fare gates, there are some ticket vending machines inside the fare gates. This is for a couple of reasons. First, sometimes when person has only paid for a one- or two-zone trip but then they have travelled two or three zones, respectively, the ticket they are using will not allow them to exit. They will have to go to the machine to pay the additional sum necessary to complete their trip. Also, sometimes a person may lose their ticket in the middle of their trip, so they must purchase another one to carry for the remainder of their trip and to exit through a fare gate at their end Station.
17. Over the years, TransLink has lost revenue to persons who have not paid their fare or who have purchased discounted concession fares, when they are not eligible to purchase the discounted fares and should instead be purchasing the full price adult fare. TransLink relies on people paying their required fare as one method to generate funding to provide and maintain transit services.
18. Fare revenues are essential to funding and improving the transit system for everyone.
19. All revenues recovered from issuing fare infraction tickets to persons who have not paid their fare or paid the correct amount, are designed to deter people from not paying their required fare and are used to help pay for fine administration, dispute resolution services and collection costs or otherwise re-invested into the transit system.

Part 5: LEGAL BASIS

INTRODUCTION

20. The applicant does not have a legal right that is being infringed by TransLink.
21. The applicant brings an application for an injunction that is not specific enough to be implemented. The applicant has also led no evidence that would support an injunction.
22. The applicant does not meet any of the requirements for an injunction:
 - (a) He does not have a serious question to be tried;
 - (b) He is not suffering any irreparable harm; and

(c) On the balance of convenience, this injunction should not be granted.

TransLink's Governing Legislation

23. TransLink is a statutory authority governed by the SCBCTAA and its accompanying regulations. TransLink is authorized by statute to inspect a person for proof of payment on its property (the fare paid zones) or when the person is boarding a transit vehicle.
24. Part 12 of the SCBCTAA contains division 1, entitled Fare Collection Bylaw. Section 243 of the SCBCTAA sets out the definitions, where "fare paid zone" "means any transit facility or service to which access is restricted by sign to those persons who have: (a) paid the fare required by the tariff for that access, or (b) otherwise satisfied the requirement for that payment in any other manner authorized by the fare collection bylaw".
25. Sections 244 is headed: "Payment and proof of fares required". It states at subsections (1) and (2) that:
 - (1) A person entering a fare paid zone or boarding a transit vehicle that is not a fare paid zone must
 - (a) pay the fare required by the tariff or satisfy the requirement for that payment in any other manner authorized by the fare collection bylaw, and
 - (b) obtain the proof of payment required by the fare collection bylaw, if any, that
 - (i) the fare was paid, or
 - (ii) the requirement for its payment was satisfied in a manner authorized by the fare collection bylaw.
 - (2) A person must, while in a fare paid zone or a transit vehicle that is not a fare paid zone, retain the proof of payment, if any, required under subsection (1) (b) and produce it for inspection at the request of a transit employee.
26. Section 247 of the SCBCTAA states that a person who breaches section 244 commits an infraction.
27. Section 9 of the Fare Collection Regulation, B.C. Reg. 190/2012, expands on how a person may satisfy the requirement to pay the fare required by the Transit Tariff and section 10 sets out the requirements to comply with section 244(1)(b) of the SCBCTAA in relation to proof of payment of a fare.

28. Section 248 of the SCBCTAA provides that fare officers may issue tickets to persons for an infraction. It provides, inter alia, that a fare officer may, in order to issue a ticket, request from the person information about and evidence of the person's identity and address.
29. Section 249 of the SCBCTAA sets out the requirements of fare infraction tickets issued under the Act, including provisions whereby a person may dispute liability.
30. Divisions 3 and 4 of the SCBCTAA, entitled Dispute Procedure and Appeal Procedure, respectively, set out how a person who receives a fare infraction ticket may dispute their liability under that ticket. The Fare Collection Regulation, B.C. Reg. 190/2012, expands on these procedures in sections 4 to 7, inclusive. If a person has a concern with being issued a fare infraction ticket, they may follow these procedures.
31. Section 5 of the *Offence Act* RSBC, 1996, c. 338, provides that a person who contravenes an enactment by doing an act that it forbids, or omitting to do an act that it requires to be done, commits an offence against the enactment.
32. The *Greater Vancouver Transit Conduct and Safety Regulation*, B.C. Reg. 76/2022 is a regulation under the SCBCTAA. It states:
 - s. 6(1): If the authority or one of its subsidiaries makes rules, or posts signs on transit vehicles or other transit property, for the safety, good order or convenience of persons while they are on, entering or leaving a transit vehicle or other transit property, a transit employee may require, as a condition of allowing any person to enter or remain on the transit vehicle or transit property, that the person obey the signs or comply with the rules.
 - s. 6(2): If a person does not obey a sign or comply with the rules when required to do so by a transit employee acting in accordance with subsection (1), any transit employee may do any of the following:
 - (a) refuse that person permission to enter the transit vehicle or other transit property;
 - (b) order that person to leave the transit vehicle or other transit property;
 - (c) order that person not to enter any transit property or not to enter specified transit properties for a period not exceeding 24 hours from the time the order was made.
 - s. 8(4)(d) and (e): Except as permitted under the Act, a person must not misuse a fare gate by doing any of the following:

...

(d)going over, under or around the fare gate or an ancillary structure;

(e)going through an open fare gate that was not opened by that person.

s. 8.1: A person must not do any of the following:

(a) knowingly make any false or misleading statement, or provide any false or misleading information, either verbally or in writing to a fare officer;

(b) otherwise wilfully obstruct, interfere with, impede, molest or hinder the fare officer in exercising the fare officer's powers or in carrying out the fare officer's duties or functions under the Act.

33. The regulation also states as follows:

s. 1: **"fare paid zone"** means any transit property to which access is restricted by sign to those persons who possess proof of payment;

s. 4: (1) A person entering a fare paid zone shall

(a) pay the fare required by the tariff and obtain proof of payment, or

(b) possess proof of payment.

(2) A person shall, while the person is in a fare paid zone, retain the proof of payment and produce it for inspection at the request of a transit employee.

34. Section 29 of the SCBCTAA, by law enables TransLink to set fares TransLink's services. The current bylaw assessing such user fees is the Transit Tariff effective July 1, 2025. The Transit Tariff requires that all persons who use TransLink's transit system comply with the Transit Tariff including, but not limited to, the requirement to pay sufficient fare and possess valid fare media or proof of payment at all times while in a fare paid zone. Further, the Transit Tariff states that any individual failing to comply with the terms and conditions contained in the Transit Tariff may be subject to fines or other measures.

35. TransLink is at all times authorized to charge fares for the use of its services including all transit vehicles. TransLink is further authorized to have fare officers to inspect for proof of payment on TransLink occupied property. Further, TransLink is authorized to designate a fare paid zone on its occupied property in order to effectively ensure proper fares are paid.

R.J.R McDonald Test

36. Interim injunctions are extraordinary and discretionary remedies not to be handed

out lightly, see *Mayer v. Mayer*, 2012 BCSC 1264 at paragraph 45.

37. In *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 S.C.R. 311, 1994 CanLII 117 (SCC) [*RJR*] held that the applicant must establish three elements in order for the court to grant the injunction:
- (a) There is a serious issue to be tried;
 - (b) The applicant will suffer irreparable harm absent the injunction; and
 - (c) The balance of convenience favours granting the injunction.

Serious Question to be Tried

38. The applicant has not raised a serious question to be tried. Indeed, this injunction application is frivolous and vexatious.
39. No one has the right to break the law and obtain services without paying for them. The applicant seeks an injunction that would make it much easier for persons to evade paying the required fares for transportation services.
40. The substance of the “serious question to be tried” stage of the test depends on whether the injunction is categorized as prohibitive or as mandatory, see *Petersen v Hawley*, 2024 BCSC 472 [*Petersen*] at paragraph 55.
41. When seeking a prohibitive injunction, in assessing whether there is a serious question to be tried, the applicant must show a *prima facie* case. When seeking a mandatory injunction, the applicant must show a “strong *prima facie* case”, see *Petersen* at paragraph 58.
42. In *R. v. Canadian Broadcasting Corp.*, 2018 SCC 5 at paragraph 18, Justice Brown describes the strong *prima facie* case as requiring showing a strong likelihood on the law and the evidence presented that, at trial, the applicant will be ultimately successful in proving the allegations set out in the originating notice.
43. Where the applicant must show a strong *prima facie* case, the applicant must satisfy the court that its claim is neither frivolous nor vexatious.
44. A pleading is unnecessary or vexatious if it does not go to establishing the plaintiff’s cause of action or it does not advance a cause of action known to law: *Citizens for Foreign Aid Reform Inc. v. Canadian Jewish Congress*, 36 C.P.C. (4th) 266, 1999 CanLII 5860 (B.C.S.C.) at para. 47.
45. The applicant’s claim is both frivolous and vexatious in that it does not advance a cause of action known to law. The closest the applicant comes to setting out a cause of action is in paragraph 18 of the NOCC. In that paragraph the applicant alleges that the defendant has been arbitrarily stopping members of the public without lawful justification and issuing fare infraction tickets.

46. As set out above, s. 244 of the SCBCTAA expressly states that persons entering “fare paid zones” must pay the fare required and produce proof of the payment “for inspection at the request of a transit employee”. The SCBCTAA is an Act passed by the legislature of the Province of British Columbia. Sections 245 and 248 set out the authority of TransLink and its employees to enforce the fare collection bylaws. The defendant has the legal right to stop members of the public and issue fare infraction tickets.
47. Moreover, the applicant cannot argue that their application involves a novel cause of action. It is a claim that is bound to fail. The class that the applicant seeks to certify are all persons who have been issued fare infraction tickets because they have been breaking the law and riding the SkyTrain without paying their fare or paying the proper fare. The law will not assist wrongdoers.
48. Finally, Justice Bernard in *Diskotech Investments et al v. Szczepanik et al*, 2003 BCSC 1691 cites at paragraph 18 Black's Law Dictionary (6th edition) to say: a claim or defence is frivolous if a proponent can present no rational argument based upon the evidence or law in support of that claim or defence.
49. In addition to not advancing a cause of action known to law, the applicant's claim is frivolous because the applicant cannot present a rational argument based upon the evidence or law in support of the claim.
50. In this case, the underlying claim is frivolous and vexatious. The underlying claim does not have a likelihood of success, much less a strong likelihood of success. The application should fail on the first stage of the *RJR* test because there is no serious question to be tried.

Irreparable Harm

51. There is some case law in British Columbia suggesting the *RJR* test has been reformulated to include the irreparable harm analysis within the balance of convenience analysis. Importantly, the two formulations of the test generally are of no practical difference (*Vancouver Aquarium Marine Science Centre v. Charbonneau*, 2017 BCCA 395 at paragraph 93), and further whether or not irreparable harm makes up its own step in the analysis, it remains “at the very least an important component of the test”: *Mclsaac v. David*, 2019 BCSC 931 at paragraph 53.
52. Irreparable harm is defined as harm that cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other: *RJR* at 341. Some examples of irreparable harm are damages that are not calculable such as damage to reputation, or are not reversible, such as permanent market loss.
53. There is no irreparable harm that may come to the applicant if this injunction is not granted. Indeed the applicant has filed no evidence on this application of any harm,

much less irreparable harm to himself if the injunction is not granted. Even if the issuance of an improper fare infraction ticket is a harm that the applicant may suffer, it can obviously be compensated in damages. None of the pleadings provide any description of harm that cannot be reversed, or that cannot be calculated.

54. If the applicant abides by TransLink's procedures, bylaws and the law as set out in the SCBCTAA and the regulations thereunder, then he will not experience any harm. If the applicant pays the proper fare for using TransLink's services and retains proof of purchase of that fare he will not experience any harm.

Balance of Convenience

55. In assessing the balance of convenience step of the *RJR* test the court considers:

- (a) the adequacy of damages as a remedy if the injunction is not granted;
- (b) the likelihood that if damages are finally awarded, they will be paid;
- (c) which of the parties acted to alter the balance of their relationship and so affect the status quo;
- (d) the strength of the applicant's case;
- (e) any of the other factors affecting the public interest; and
- (f) any other factors affecting the balance of justice and convenience.

Petersen at paragraph 65; *Short v. Ewachniuk*, 2018 BCSC 1686 at paragraph 29.

56. Damages will adequately make the applicant whole if the injunction is not granted and the applicant's underlying claim is successful.
57. TransLink is a large organization that is statutorily authorized to operate the regional transportation system in the Metro Vancouver Area and as such will be able to pay damages if they are awarded at trial.
58. The proposed injunction sought does not uphold the status quo and instead seeks to dramatically shift the status quo.
59. The applicant does not have a strong underlying case. The underlying case is frivolous and vexatious.
60. The public interest is in the safe and efficient operation of a transit system in the Metro Vancouver Area. TransLink's processes to ensure compliance with its fare policies are necessary for safe and efficient operation of the transit system which includes ensuring that people pay the required fare; the ability and effectiveness

of fare officers to check if proper fare is purchased and used by customers increases the efficiency of the transit system.

61. If the applicant is law abiding and pays the proper fare for each of the TransLink services he uses, he will suffer no harm.
62. After weighing the above factors, it is clear that the balance of convenience requires the court to refuse to grant the applicant's injunction.
63. Further, the applicant must give an undertaking as to damages. Such an undertaking in the context of this case would be extremely significant. The defendant could lose millions of dollars in revenue if the injunction is granted and TransLink cannot ensure that people using the transit system are paying their proper fare. The applicant is unlikely to be able to pay such sums to the defendant.

Injunctions Must Be Specific

64. Aside from the above issues, the application also should fail as it lacks specificity.
65. The applicant's proposed injunction seeks to prohibit "every transit employees (sic) in British Columbia" from: a. "inspecting proof of payment at any place other than on board a moving transit vehicle, or prior to boarding such a vehicle" and from b. "designating any area in which fares are sold, or which is otherwise accessible to the public for the purpose of purchasing fares, as a fare-paid zone."
66. It should be noted this defendant only operates the transit system in the Metro Vancouver area of British Columbia. The transit systems in the rest of the Province are operated by different entities.
67. In crafting an injunction order, the court should avoid vague or ambiguous language and must ensure that the terms are clear and specific, see *JTT Electronics Ltd. v. Farmer*, 2014 BCSC 2413 at paragraphs 42-43.
68. The need for precision is even more acute when granting a mandatory injunction, see *JTT Electronics Ltd. v. Farmer*, 2014 BCSC 2413 at paragraph 44 citing *Redland Bricks Ltd. v. Morris*, [1970] A.C. 652 at 666 (U.K.H.L.).
69. Justice Masuhara explained the difference between a prohibitive and a mandatory injunction in *TELUS Communications Inc. v. Shaw Communications Inc.*, 2020 BCSC 1354 :

[49] ... A prohibitive interlocutory injunction is the usual type of pre-trial interlocutory relief which takes the form of an order restraining the defendant from engaging in conduct for a limited period of time. In contrast, a mandatory injunction takes the form of an order requiring the defendant to carry out some positive obligation. The distinction between the two types of injunctions is important as there is a different legal threshold at the first

stage of the approach to an interlocutory injunction.

70. The applicant is seeking a mandatory injunction because the injunction requested takes the form of an order requiring the defendant to carry out some positive obligation. In this case, the order requires TransLink to alter its transit system policy on inspecting proof of payment and to cease to designate the SkyTrain stations as fare-paid zone areas.
71. The applicant is seeking a mandatory injunction, and thus requires extra precision in its formulation.
72. While the applicant alleges he only seeks the status quo, this is incorrect. His application seeks an injunction to stop the defendant's employees from conducting fare inspections near the fare gates. He wants the defendant to only conduct fare inspections at or on the moving transit vehicles (i.e. SkyTrains, buses and other transit vehicles such as SeaBuses and West Coast Express trains).
73. There are very obvious problems with doing fare inspections on the SkyTrains. Every SkyTrain car has four doors. It would be very easy for persons who see a transit employee coming on to the train to leave going out one of the other doors. It would make it much easier to evade detection for persons who have not paid their fare.
74. There may also be safety concerns with conducting all inspections on moving transit vehicles.
75. In *Pro Swing Inc. v. Elta Golf Inc.*, 2006 SCC 52, the Court refused to enforce a US contempt order due to, *inter alia*, its vagueness.
76. In *British Columbia (Director of Civil Forfeiture) v. Onn*, 2009 BCCA 402 at paras. 19-20, 32, 37, Garson J.A., held that parts of the proposed interim preservation order, which was in the nature of an injunction, were too vague to be enforceable.
77. In the present case, the applicant is seeking a mandatory injunction that contains vague and ambiguous language. The order sought is not clear or specific enough for TransLink to know exactly what they have to do to comply.
78. TransLink's transit services are a part of a complex system and require extensive coordination to operate safely and efficiently. The mandatory injunction proposed by the applicant does not specifically address how to implement the order into the transit system.
79. Further, the terms of the injunction should be no wider than is required to protect the applicant's right (see *JTT Electronics Ltd. v. Farmer*, 2014 BCSC 2413 at paragraphs 42). Here, the terms of the injunction are not specific enough to allow TransLink to implement the injunction to protect the right of the applicant and also

integrate the injunction into the transit system.

80. Additionally, TransLink is not infringing any of the applicant's legal rights and therefore there is no reason for the injunction to be granted.
81. An injunction, whether mandatory or prohibitive, must be sufficiently precise to be enforced. Here, the injunction order sought is too vague to be granted.

Part 6: MATERIALS TO BE RELIED ON

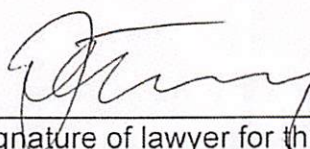
1. The pleadings filed herein.
2. Affidavit #1 of Jagdip Mann sworn on February 23, 2026.
3. Such further and other material as may be advised.

Defendants' address for service: c/o Tim Delaney
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Fax number address for service: N/A

E-mail address for service: tdelaney@lklaw.ca with a copy to
service@lklaw.ca

Date: February 23, 2026



Signature of lawyer for the application
respondent, Timothy J. Delaney K.C.

This application response is filed by Timothy J. Delaney K.C., of the law firm of Lindsay Kenney LLP, whose place of business and address for delivery is 1500 – 401 West Georgia Street, Vancouver, British Columbia V6B 5A1.