

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

Citation: Keith v. Equestrian Canada, 2025 CASDRC 16

NO: SDRCC 24-0743

CHERYL KEITH and [REDACTED – “CLAIMANT 2”]

(CLAIMANTS/APPELANTS)

AND

EQUESTRIAN CANADA

(RESPONDENT)

AND

[REDACTED]

(AFFECTED PARTY/COMPLAINANT)

AWARD

A. BACKGROUND AND PROCEDURAL HISTORY

1. The Claimants operate a business on a farm where they provide coaching to riders and horse boarding services. They are registered members and license holders of Equestrian Canada.
2. The Affected Party is a former working student at the farm. She worked there from mid 2019 until early 2021. She was a minor at that time. She was provided room, board, riding lessons, mentorship, and boarding for her horse. In return, she helped with feeding, turning out horses, cleaning stalls, tacking, and assisted at horse shows. She lived in a mobile home on the

farm with [Claimant 2]. The Claimant Cheryl Keith lived off site and drove home most nights to her residence in Surrey, B.C.

3. The Affected Party made a complaint concerning the Claimants to Equestrian Canada on May 16, 2022 (the “**Complaint**”). She alleged behavior by the Claimants while she was living and working at the farm that was contrary to Equestrian Canada's Code of Conduct and Ethics effective March 22, 2020 (“**Code of Conduct and Ethics**” or “**Code**”).

4. Pursuant to Equestrian Canada’s Discipline, Complaint and Appeal Policy in effect at the time (the “**2021 Policy**”), an investigator was appointed to investigate the allegations in the Complaint (the “**Investigator**”). The Investigator issued a report dated November 3, 2023 in which she found a number of breaches of the Code by the Claimants (the “**Report**”). She also determined that a number of the allegations made in the Complaint were unsubstantiated.

5. As a result of the Report, an adjudicator, referred to as a “Hearing Panel” under the 2021 Policy, was appointed to conduct a hearing of the Complaint.

6. The Hearing Panel issued two decisions: one on July 5, 2024, concerning the merits of the Complaint (the “**Merits Decision**”), and another on August 8, 2024, concerning sanctions (the “**Sanctions Decision**”).

7. In the Merits Decision, the Hearing Panel determined it would solely rely on the Report and adopted its findings.

8. In the Sanctions Decision, the Hearing Panel imposed a number of sanctions against the Claimants including, in the case of Cheryl Keith, a suspension from all Equestrian Canada activities for 2 years and 6 months and, in the case of Claimant 2, a suspension for one year.

9. The Claimants appealed both decisions to the SDRCC.

10. Equestrian Canada objected to the jurisdiction of the SDRCC to hear the appeals and I was appointed with the agreement of the Parties to decide the objection and the appeals, if required.

11. Equestrian Canada and the Claimants agreed that the jurisdictional issue should be determined as a preliminary issue. After receiving submissions, I issued a short decision on September 25, 2024, holding that the SDRCC had the jurisdiction to hear the appeals (“**Short**

Decision"). My reasons for that decision are found in "Reasons for Decision on Jurisdiction and Whether to Order a Hearing De Novo" dated December 9, 2024 ("**Reasons for Decision**").¹

12. Following the issuance of the Short Decision and with the consent of all parties, I issued an order for conservatory measures, staying the suspensions against the Claimants on certain terms. The suspensions had, until that time, been stayed by the agreement of the Claimants and Equestrian Canada.

13. At a procedural conference following the issuance of the Short Decision, the Parties agreed that I should determine whether the appeals would proceed as a hearing *de novo*, that is, as a fresh hearing, or whether they should proceed as a review of the Hearing Panel's decisions. Specifically, the Claimants argued, among other things, that because of alleged breaches of procedural fairness by the Hearing Panel, the appeal should be *de novo*.

14. After receiving submissions from the Parties, as set out in the Reasons for Decision, I found that there were a breaches of procedural fairness and exercised my discretion to order a *de novo* hearing. At paragraph 97 of the Reasons for Decision, I set the following process for the hearing *de novo*.

...I exercise my discretion to conduct the appeals as a hearing *de novo* and there will be a fresh consideration of the matter. However, the hearing process will focus on alleviating the issues identified above with the previous process. The Investigator's report will be accepted as part of the evidentiary record, but the Parties are free to argue the weight, if any, that any particular aspect of it should be given. The Claimants will have the opportunity, in support of their case, to present additional documentary evidence or written witness evidence relevant to the merits or possible sanctions. The Parties opposite will also be given the opportunity to provide evidence on the same basis. The evidence will be followed by written argument.

15. The Parties provided further written evidence and submissions as part of the *de novo* hearing and made oral submissions on April 23, 2025.

16. Having considered the Investigator's Report and the new evidence and submissions, I provide the following reasons for making this award.

¹ The Reasons for Decision contain a more detailed review of the procedural history.

B. APPLICABLE LAW AND CODES

17. These appeals are governed by the Canadian Sport Dispute Resolution Code, effective October 1, 2023. It provides that the applicable law is the law of the Province of Ontario (Section 5.1).

18. At issue in these appeals is whether the Claimants committed the breaches of Equestrian Canada's Code of Conduct and Ethics found in the Investigator's Report.

19. Section 2 of the Code of Conduct and Ethics provides that its purpose is:

...to ensure a safe and positive environment (within EC's programs, activities, and events) by making Individuals aware that there is an expectation, at all times, of appropriate behaviour consistent with EC's core values. EC supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals are treated with respect and fairness.

20. Section 3 sets out a number of Equestrian Canada's "beliefs" including that "all Individuals should observe the spirit as well as the letter of this Code".

21. The Code provides, at section 8, that it can apply to activities outside of Equestrian Canada's business, activities and events. It states:

This Code also applies to Individuals' conduct outside of EC's business, activities, and events when such conduct adversely affects relationships within EC (and its work and sport environment) and is detrimental to the image and reputation of EC. Such applicability will be determined by EC at its sole discretion.

22. Section 13 the Code sets out the "responsibilities" of Individuals. Section 15 sets out the "responsibilities" of Coaches and Instructors. The Claimants were found to have breached these sections. The relevant parts of these sections are reviewed in more detail below.

C. THE COMPLAINT

23. The Complaint is a five-page document in narrative form. I adopt the following summary of the allegations from the Investigator's Report: ²

- the Complainant had to prepare the Respondent Cheryl for sleep due to Cheryl's alleged inebriation;

² Although the Report refers to Cheryl Keith and [Claimant 2] as "Respondents", and I have maintained that reference when quoting from the Report, they are Claimants in these appeals.

- the Respondent Cheryl requested that the Complainant provide the Respondent Cheryl with massages;
- the Respondent Cheryl engaged the Complainant in sexually explicit conversations;
- the Respondent Cheryl bullied the Complainant, including through allegations of drug use, use of insults, and appearance-based insults;
- both Respondents controlled the Complainant's social life;
- the Respondent Cheryl punished the Complainant with the silent treatment, verbal abuse, physical work for violating expectations;
- both Respondents threatened the Complainant with retaliation and career impacts;
- the Respondent [Claimant 2] withheld food from the Complainant and invaded the Complainant's privacy; and
- the Respondent [Claimant 2] slept nude in the Complainant's bed.

D. FINDINGS SUBJECT TO APPEAL

24. While the Investigator concluded that a number of allegations made in the Complaint were unsubstantiated, including the most serious ones, she did find that the following allegations were proven which I quote from the Report:³

- (1) there was alcohol use happening by the Respondent Cheryl, including in front of minors and while engaged in Equestrian Canada related activities such as horse shows and events related to the Claimants' employment as coaches and trainers (p.35, breach of s. 13(h) of Code).
- (2) on at least one occasion the Respondent Cheryl did attend at the ring when the Complainant was riding and did insult her riding (p.36, breach of ss. 13(a)(b) and 15(g) of Code).
- (3) the Respondent Cheryl was engaging in bullying and harassment of the Complainant by spreading rumors that the Complainant used drugs and had an addiction problem (p.36, breach of ss. 13(a)(b) and 15(g) of Code)
- (4) there was an inappropriate level of involvement in the Complainant's social life by the Respondent [Claimant 2] (p. 37, breach of ss.13(a) and (b) of the Code)
- (5) there were threats of retaliation and career repercussions from the Respondent Cheryl (p. 37, breach of ss. 13(a)(b) and 15(g) of the Code).

³ Ibid.

(6) there were occurrences of the Respondents withholding food in order to achieve desired behaviours (p.38, breach of ss.13(b) and 15(g).

25. It is these allegations that are the subject of these appeals. I have examined them afresh based on the evidentiary record before me to determine whether they have been proven on a balance of probabilities. If they have, I have then considered whether they constitute breaches of the Code of Conduct and Ethics.

E. THE EVIDENTIARY RECORD

(a) New Evidence

26. As part of the *de novo* hearing, the Claimants each provided written witness statements and reply written witness statements. They also tendered written witness statements from 11 individuals. All of those 11 witnesses had previously provided written statements to the Investigator. Some of them were also interviewed by the Investigator. The summaries of those interviews are set out in the Investigator's Report.

27. The Affected Party provided a written statement and, in that statement, adopted the Complaint as part of her evidence. The Affected Party's mother also provided a written statement as did Rachel Huebert, the Director of Sport Operations for Equestrian Canada.

(b) Interview Summaries

28. The Investigator's Report is part of the evidentiary record. It includes summaries of the interviews of the following witnesses: the Affected Party, the Claimants, NS, MC, JA, AP SL and CM among others. It also includes the summaries of the interviews of two anonymous witnesses.

29. In assessing the allegations, I have considered only the witnesses summaries in the Report, but I have disregarded the summaries of the interviews of the anonymous witnesses. To rely on such evidence would undermine the fairness of the process.

30. Further, counsel for the Claimants provided hearsay evidence that the witnesses NS and AP raised issues with the summaries of their interviews in the Investigator's Report. As a result, I have considered their fresh witness statements instead of the summaries in the Report. I do note, however, that while the fresh witness statement of AP addresses what she perceived as

the issues with the Investigator's summary, the statement of NS does not address the issue.⁴ The witness statement of JA also provides her opinions on how her interview was conducted and I have only considered her fresh witness statement.

31. The Claimants argue that I should give minimal weight to interview summaries in the Investigator's Report from witnesses who have not provided direct testimony in the *de novo* hearing. Where such evidence pertains to material issues in dispute, they say it should be treated with significant caution, particularly where it conflicts with direct testimony provided by other witnesses. This argument is particularly relevant to the witness summaries of CM and SL. I will deal with this argument when I consider their evidence below.

F. CREDIBILITY

32. The Claimants and Equestrian Canada generally agree on the principles that should guide an assessment of credibility. Both cited the following passage from *Faryna v Chorny*, 1951 CanLII 252, BCCA that has been adopted in *Metro Ontario Real Estate Ltd. v Hillmond Investments Ltd.* 2024 ONSC 2625:

The credibility of interested witnesses, particularly in cases of conflict of evidence cannot be gauged solely by the test of whether the personal demeanor of the particular witness carried conviction of the truth. The test must reasonably subject his story to an examination of its consistency with the probabilities that surround the currently existing conditions. In short, the real test of the truth of the story of the witness in such a case must be its harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions...

33. To this statement I would add that, in assessing credibility, a trier of fact 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 witness' evidence: *Caroti v. Vuletic*, 2022 ONSC 4695, para. 439

34. The Claimants argue that "a thorough and critical analysis" of the Affected Party's credibility "is essential in evaluating the merits of this complaint". Factors that the Claimants argue should negatively affect the assessment of her credibility include: that the Investigator

⁴ The witness MC also, apparently, raised an issue with how the Investigator conducted her interview but did not provide a fresh witness statement. I have considered the summary of her witness interview in the Report to the extent it is relevant. I would add that what evidence it does provide is arguably exculpatory.

found a number of serious allegations were unsubstantiated; the lack of direct evidence supporting the allegations made by the Affected Party such as independent documentary, video, or photographic evidence including text messages, emails or social media posts, or other communications to corroborate the alleged misconduct; the lack of corroborative witness testimony “beyond a limited number of individuals whose statements appear to rely on hearsay or subjective perceptions”. They argue “[m]any of the individuals cited in the Investigation Report have pre-existing relationships with [the Affected Party], such as her boss at the time, which raises the potential for bias”.

35. In response, Equestrian Canada argues that while the Claimants contend the Investigator’s Report should be given little weight, they nevertheless rely on it to challenge the Affected Party’s credibility by emphasizing that several serious allegations, including those of a sexual nature, were found to be unsubstantiated. Equestrian Canada also notes that although the Claimants criticize the Investigator’s reliance on individuals with pre-existing relationships with the Affected Party—suggesting a potential for bias—the same can be said of the Claimants’ own witnesses. Equestrian Canada further submits that to the extent there is little or no evidence from third-party or neutral witnesses regarding the alleged misconduct, that observation applies equally to both sides.

36. In assessing the Affected Party’s evidence, in my view, it must be remembered that the allegations occurred over four years ago when the Affected Party was a minor and in a vulnerable position as she was living and working away from her family support.

37. The absence of “independent documentary, video, or photographic evidence” to corroborate the allegations in the Complaint does not, in and of itself, undermine the Affected Party’s credibility or render her evidence unreliable. Given the nature of the allegations, the lack of such evidence is not unexpected, and does not weigh significantly in favour of one conclusion over another.

38. In terms of corroborating witnesses, the mere fact that a witness has a pre-existing relationship with the Affected Party, or the Claimants, or both, does not mean the evidence of those witnesses is necessarily biased or unreliable.

39. Similarly, the general nature of some of the allegations and the fact that certain, including the most serious, have been found unsubstantiated does not mean the Affected Party's evidence should be rejected.

40. Ultimately, any determination of a witness's credibility, including that of the Affected Party, must be based on an assessment of the evidence as a whole—both in terms of its internal consistency and its alignment with the broader evidentiary record. The proper approach is to consider whether the evidence, as quoted above is in “harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions.”

G. FINDINGS

- (1) **Alcohol Use - there was alcohol use happening by the Respondent Cheryl, including in front of minors and while engaged in Equestrian Canada related activities such as horse shows and events related to the Claimants' employment as coaches and trainers (p.35, breach of s. 13(h) of Code).**

41. Section 13(h) of the Code of Conduct and Ethics provides that an Individual has a responsibility to:

...in the case of adults, not consume cannabis in the Workplace or in any situation associated with EC's events (subject to any requirements for accommodation), not consume alcohol during competitions and in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with EC's events. [Emphasis added.]

42. The Affected Party stated that she witnessed Cheryl consuming alcohol to the point of intoxication. Sometimes, she said, she had to help Cheryl change into her sleeping clothes and put her to bed.

43. The Affected Party stated that issues with the Cheryl's alcohol use got worse during her second summer with the Claimants. She said she remembers seeing Cheryl drinking during the day at the farm. Cheryl would teach 5pm lessons and would drink. There was a margarita machine in Cheryl's trailer, and she would have the Affected Party make her drinks and bring them to her at horse shows.

44. The Investigator refers in the Report to a photograph that was provided to her by the Affected Party with the purpose of dating what the Affected Party considered to be the first major

incident. In the photograph, apparently, Cheryl is seen with drinks, including a can of TRULY hard seltzer and a Nude hard seltzer. I asked to see a copy of the photograph, but it was not provided to me.

45. Cheryl denied she was ever intoxicated around the Affected Party to the extent that she required assistance and stated that she never consumed alcohol while working. She did acknowledge drinking with clients during social occasions like photoshoots and noted that she might have a drink after work but typically drove home most evenings. She acknowledged she did have a margarita machine in her trailer, which could be used to make both alcoholic and non-alcoholic slushy drinks. She said to her recollection, the machine was only used once or twice as a novelty. At no time did the Affected Party prepare or deliver drinks to her.

46. [Claimant 2]’s evidence was that she had no recollection of Cheryl drinking to the point of needing assistance or consuming alcohol while on the job.

47. CM and SL, business partners who own a nearby farm, were interviewed by the Investigator.

48. SL stated that she became acquainted with the Affected Party while the latter was working at the Claimants’ farm. SL eventually hired the Affected Party after she contacted SL saying she “wanted out” of working for the Claimants.

49. Both SL and CM recalled to the Investigator that the Affected Party phoned them a couple times upset about Cheryl being “drunk” and that the Affected Party had to take care of her because no one else was around. They said they received these kinds of calls about once or twice a month from the Affected Party and could hear Cheryl in the background requesting things like for the Affected Party to put on her lip balm. On one occasion, the Affected Party described having to change Cheryl into her sleeping clothes from riding clothes because she was intoxicated. CM also recalled once where she said that Cheryl was intoxicated “at the end of the day” at an Equestrian Canada event.

50. There are a number of other witnesses who stated that they had frequent and close contact with Cheryl during the period in question, including during various Equestrian Canada events and activities. They all said that although Cheryl might have a drink when the workday

was over and her professional responsibilities were finished, they never witnessed Cheryl intoxicated or consuming alcohol during Equestrian Canada events or activities.

51. I find that the evidence does not demonstrate on a balance of probabilities that Cheryl consumed alcohol during work or at Equestrian Canada events or while she was coaching. The Affected Party's evidence and the evidence of CM that she observed Cheryl intoxicated "at the end of the day", is insufficient in the face of Cheryl's denials and the evidence of the other witnesses who all state that they have never seen Cheryl drinking at work.

52. However, Cheryl has admitted to drinking with clients during events like photoshoots or after work, including at the farm, although she said she drove home most evenings. This evidence is consistent with the statements provided by a number of the Claimants' witnesses. I am satisfied that Cheryl would have consumed alcohol in front of the Affected Party in some of those situations.

53. Further, while I accept [Claimant 2]'s evidence that she did not recall Cheryl drinking to the point of needing assistance, I find that the Affected Party did have to look after Cheryl when there was no one else around and Cheryl was intoxicated. The Affected Party's evidence in this regard is corroborated by the evidence of SL and CM.

54. The Claimants argue that the evidence of these two witnesses should not be relied upon because they were interviewed together, and "the methodology used by the Investigator to obtain this evidence raises questions about its reliability." According to the interview summaries in the Report, SL was interviewed alone for approximately 10 minutes before CM joined, after which they were interviewed together.

55. The Claimants further contend that these witnesses should not be relied upon because they did not provide fresh witness statements for the de novo hearing. They assert that the evidence summarized in the Report has been "filtered through the Investigator's subjective analysis."

56. I do not accept these arguments. In the Report, the interview summaries are clearly delineated from the Investigator's analysis and conclusions. Moreover, there is no material inconsistency between the summaries and the written evidence provided by the witnesses that would suggest "filtering" by the Investigator or a mischaracterization of the evidence.

57. The fact that one witness, AP, provided evidence that a statement she made to the Investigator was not accurately reflected in the Report is insufficient to undermine the reliability of the interview summaries more broadly. Neither is the fact that another witness raised issues about the interview process. Counsel for the Claimants offered hearsay evidence that two other witnesses had similar concerns, either about the interview process or how their evidence was reflected in the summaries. However, those witnesses did not give that evidence to that effect at this hearing, despite one of them having provided a fresh witness statement.

58. While it is true that SL and CM were interviewed together, I am not persuaded that this fact alone renders their evidence less reliable than that of other witness evidence in these appeals. There are pre-existing relationships among the witnesses and/or the Affected Party and Claimants. There is also evidence that both the Complaint and the Report were leaked and had been reviewed by at least some of the other witnesses. In such circumstances, it cannot be assumed that any given witness was unaware of others' evidence or had not discussed it with others. Certainly, no one gave evidence to that effect.

59. As to why these two witnesses did not provide fresh witness statements, the evidence of the Affected Party's mother was that SL and CM were not prepared to voluntarily participate further in this process because they had already "told the investigator what they had observed" and they were concerned that information was being leaked from the process and they were worried that it could have an effect on their business. Counsel for the Claimants also advised that they had tried to speak to these witnesses but were unsuccessful in their attempts. I note that nobody asked me for an order to compel their evidence.

60. Turning to the section of the Code engaged, section 13(h), it provides that the consumption of alcohol is prohibited in situations where minors are present. It also provides that the responsible consumption of alcohol in adult oriented social situations is not a breach of the Code. From that it can be deduced that the irresponsible consumption of alcohol in adult-oriented social situations is a breach of the Code.

61. The facts found above support a finding that Cheryl engaged in the irresponsible consumption of alcohol in front of a minor. Because the alcohol use in question occurred after the end of the workday does not mean that it is not a breach of the Code. In my view, where a

Coach is providing room and board to a minor, the distinction between conduct that occurs inside and outside of work, or Equestrian Canada events or activities, does not hold. This is particularly true when the conduct occurs at the location where the minor resides, even if not within her specific living space.

62. I am supported in this conclusion by section 8 of the Code which states it applies to an Individuals' conduct outside of Equestrian Canada's business, activities, and events when such conduct adversely affects relationships within Equestrian Canada (and its work and sport environment) and is detrimental to the image and reputation of Equestrian Canada. That is the case here. I would add that I specifically gave the Parties an opportunity to provide submissions on section 8 of the Code, and its proper interpretation, and received none.

63. Based on the above, I conclude that Cheryl's use of alcohol breached section 13(h) of the Code.

(2) Use of insults - on at least one occasion the Respondent Cheryl did attend at the ring when the Complainant was riding and did insult her riding (p.36, breach of ss. 13(a)(b) and 15(g) of Code)

64. Sections 13(a) and (b) of the Code provide that an Individual has a responsibility to:

a) maintain and enhance the dignity and self-esteem of EC members and other individuals by:

i. treating each other with the highest standards of respect and integrity;

ii. focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees, or members;

iii. consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;

iv. acting, when appropriate, to correct or prevent practices that are unjustly discriminatory;

v. consistently treating individuals fairly and reasonably; and,

vi. ensuring adherence to the rules of the sport and the spirit of those rules.

b) refrain from any behaviour that constitutes Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, Abuse, or Discrimination...

65. Section 15(g) of the Code provides that:

In addition to the above section on general responsibilities for all Individuals, coaches have many additional responsibilities. The coach-athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:

g) act in the best interest of the athlete's development as a whole person...

66. The Affected Party gave evidence that both Claimants mocked her and called her names in front of clients and peers as well as privately. In this regard, her evidence is general in nature. It does not specify a particular time or place or a particular person in front of whom the insults were made.

67. The Claimants deny these allegations.

68. MZ and NG, both horse show officials who regularly observed Cheryl in professional settings, confirmed they never witnessed her engaging in verbal abuse.

69. Other witnesses who regularly observed Cheryl at the farm and at horse shows have confirmed that they never saw Cheryl insult the Affected Party or any other rider. BM, a father of another rider coached by Cheryl, stated that Cheryl is a truthful and direct coach but never disrespectful.

70. CM recounted to the Investigator an instance where Cheryl met the Affected Party at the end of the gate during a competition and told her that she rode "so badly she could cause cancer."

71. I accept this evidence and find that the Affected Party's account is corroborated with respect to Cheryl having made this insulting comment in this one instance.

72. In the absence of corroborating evidence that [Claimant 2] mocked or called the Affected Party names, I find that those allegations have not been established on a balance of probabilities.

73. Section 13(a) of the Code provides Individuals have a responsibility to "maintain and enhance the dignity and self-esteem of EC members and other individuals" by "treating each

other with the highest standards of respect and integrity” and “focusing comments or criticism appropriately and avoiding public criticism of athletes...”.

74. I find that this single incident—an insult made by Cheryl in a public venue during an Equestrian Canada event—constitutes a breach of section 13(a) of the Code. I also find it to be a breach of section 15(g).

75. However, unlike the Investigator, I do not find that this single incident constitutes Harassment as defined under the Code. “Harassment” is defined as “a course of vexatious comment or conduct against an individual or group that is known or ought reasonably to be known to be unwelcome.” This single incident does not amount to a “course of... comment or conduct” and therefore does not meet the definition of Harassment. While a single incident may, in some cases, be so egregious as to rise to the level of Harassment, that is not the case here. Therefore, this conduct is not a breach of section 13(b) of the Code.

(3) Spreading Rumours - the Respondent Cheryl was engaging in bullying and harassment of the Complainant by spreading rumors that the Complainant used drugs and had an addiction problem (p.36, breach of ss. 13(a)(b) and 15(g) of Code)

76. The Affected Party’s evidence was that Cheryl told a number of her clients at the riding facility that she had a drug problem.

77. Cheryl’s evidence was that the Affected Party and [Claimant 2] were attending a horse show in California in February 2020 for just over a month and arranged to stay in a house and stable with another local professional, AP. Cheryl said she asked AP to keep an eye on both girls, with a particular focus on the Affected Party’s safety and to ensure that she did not engage in any risky behavior, such as drinking. She said her request to AP was not intended to spread rumors but was born out of genuine concern for the Affected Party.

78. AP’s evidence was that Cheryl expressed concerns to her regarding behaviors reportedly relayed to her by the Affected Party’s mother. Specifically, Cheryl said she had been told the Affected Party might be engaging in rebellious teenage behavior, including drinking and “associating with the wrong crowd”. AP’s evidence was Cheryl shared these concerns with her “because I would be acting as [the Affected Party’s] guardian during the show in [California], as Cheryl was unable to attend herself”. She stated she understood this communication “as a

responsible act of ensuring that I could look out for [the Affected Party's] well-being, not as a negative or disparaging comment about her".

79. The Affected Party's mother provided evidence that she also attended the horse show in California, but she did not stay with the Affected Party because the Affected Party was working. She denies that she ever expressed any concern to Cheryl about the Affected Party engaging in risky teenage behaviour. She also denies that she signed over any guardianship for the Affected Party to anyone.

80. In my view, whether legal guardianship was "signed over" to anyone is not the issue. Cheryl had an obligation to look out for the wellbeing of the Affected Party at the horse show as her coach and employer. The Affected Party, herself, recognized that part of her arrangement with the Claimants was that, as her being a working student, they were to provide her with adult supervision.

81. The evidence demonstrates that Cheryl asked AP to watch out for the Affected Party while they were in California and stated this was because the Affected Party's mother was concerned about "risky teenage behavior". I accept the evidence of the Affected Party's mother that she never said anything of that nature to Cheryl and she was also at the horse show.

82. Both Cheryl and AP contend that this statement by Cheryl was made out of concern for the Affected Party and was not intended to disparage her. However, in my view, even if Cheryl's stated basis for concern for the Affected Party's behavior was genuine—which I do not find to be the case based on the evidence—it could and should have been communicated to AP without the negative innuendo. This is particularly so given Cheryl's role as the Affected Party's coach and employer, and the fact that the Affected Party was a minor. These factors made the Affected Party particularly vulnerable at the time to any negative insinuations by Cheryl to others.

83. Section 15(g) of the Code provides that Coaches will "act in the best interest of the athlete's development as a whole person". I find that Cheryl's actions are in breach of this section. While the spreading of rumours might also engage the responsibilities of an Individual under section 13(a), based on the facts of this case, it is the responsibilities of Cheryl as a Coach that result in this behavior being a breach of the Code.

84. Unlike the Investigator, I do not find that this incident amounts to Harassment for the same reasons set out above for why I did not find the insult amounted to Harassment. Even if I consider the two incidents together, I find they are insufficient to demonstrate a “course of vexatious comment or conduct” against the Affected Party.

(4) Controlling the Affected Party’s Social Life - there was an inappropriate level of involvement in the Complainant’s social life by the Respondent [Claimant 2](p. 37, breach of ss.13(a) and (b) of the Code)

85. The Affected Party provided evidence that she was disciplined for trying to be friends with other girls at the barn and that she was only permitted to be friends with [Claimant 2]. She recounted one instance where she went to a friend’s house for dinner (a girl from the barn) and was told that if she stayed for dinner, she would be fired.

86. She stated that [Claimant 2] was heavily involved in all aspects of her life and was possessive of her. She recalled that [Claimant 2] often wanted to share a bed with her and would become upset when she sought personal space. She said “She wanted to be with me everywhere I went. She was the boss.”

87. CM stated that [Claimant 2] would often become upset when the Affected Party tried to leave the property—beyond what CM considered “normal” behaviour for a teenager. At times, the Affected Party would call CM simply to ask for time away. [Claimant 2] would try to make the Affected Party feel guilty about leaving and would sometimes direct similar comments at CM, saying things like, “Oh well, [the Affected Party] is coming to your house, I guess I’ll just sit here alone.” CM noted that [Claimant 2] seemed overly controlling about what the Affected Party could and could not do.

88. The Affected Party’s mother gave evidence that she observed that [Claimant 2] was very controlling and [Claimant 2] got very jealous if she wasn’t included in everything the Affected Party did. She also stated: “[Claimant 2] was the boss.” She noted that Affected Party did not have many friends at the farm – only other girls who rode at the barn. She said the Affected Party was told, because of the COVID-19 pandemic, she couldn’t have friends at the farm.

89. [Claimant 2]’s evidence was that there were no strict rules regarding the Affected Party’s social life. Night checks on the horses were a routine responsibility, typically done around 9 p.m.,

and she and the Affected Party alternated duties to share the workload. She stated “I only asked that she inform me if she left the property, so I could ensure her safety in case of an emergency, as I was responsible for her well-being.”

90. [Claimant 2] denied that the Affected Party was ever disciplined for wanting to be friends with other girls from the barn. However, she stated:

I did advise [the Affected Party] that a level of professionalism was required in interactions with clients, including the girls who rode at the barn. This was by no means a restriction on socializing but rather a reminder that these individuals were clients first. I also deny that [the Affected Party] was ever threatened with being fired, let alone for having dinner with a friend.”

91. She also denied ever wanting to share a bed with the Affected Party or becoming upset with her for wanting her own space.

92. [Claimant 2] noted in her evidence that a substantial portion of the Affected Party’s time at the farm was during the COVID-19 pandemic. She stated:

I agree that I did not want individuals from outside the household visiting our home during lockdown. This was not directed at anyone personally but was simply me following the health guidelines in place at the time and exercising caution during the pandemic.

93. A number of witnesses provided evidence that based on their observations, the Affected Party was not socially isolated and that a reasonable balance was struck by [Claimant 2] between being a mentor, a friend, and an authority figure.

94. In my view the allegations of social isolation have not been proven on the balance of probabilities. I accept that the Affected Party may have felt socially isolated living and working at the farm and that she may have perceived her movements and interactions as being unfairly monitored or controlled by [Claimant 2]. I find, however, that the restrictions were reasonable in the context of her living and working in a professional environment, the impacts of social interaction arising from the COVID-19 pandemic and the fact that the Affected Party was a minor and the Claimants had a responsibility to look out for her safety and well-being. While reasonable people may hold differing views on the degree of oversight or limits warranted in such circumstances, the evidence does not demonstrate that [Claimant 2]’s involvement in the Affected Party’s social life was inappropriate.

(5) Threats - threats of retaliation and career repercussions from the Respondent Cheryl (p. 37, breach of ss. 13(a)(b) and 15(g) of the Code).

95. The Affected Party gave evidence that Cheryl would say to her that “she would ensure there was no spot for me in the industry if I did not ride with her,” and that Cheryl made “promises of extensive efforts to ‘remove me’ from the industry.” She also stated that she was initially afraid to make a complaint about the Claimants, but explained:

Cheryl was trashing my reputation and threatening to go after my amateur status. I’d had enough. Her words to my mother were ‘When [the Affected Party] beats my students in a class, I will go after her amateur status’.

96. This last statement was made at an April 2022 horse show just prior to the Affected Party making the Complaint.

97. The Affected Party’s mother gave evidence that, after the fact, the Affected Party told her Cheryl had said she would ensure the Affected Party had no place in the horse industry if she left. She also recalled the Affected Party saying she “had a lease horse she really wanted to show, and if she left, she couldn’t take it.” The Affected Party’s mother did not give direct evidence of Cheryl’s alleged comments about the Affected Party’s amateur status.

98. SL’s evidence was that Cheryl made threats toward SL when she hired the Affected Party. According to SL, Cheryl called her a liar and threatened to tell everyone that she was a liar.

99. Cheryl denies ever threatening or retaliating against the Affected Party, either personally or in relation to her career. However, she acknowledged:

I do agree that I spoke with [the Affected Party's mother] to clarify that [the Affected Party] could not compete in the Amateur category while also receiving payment for riding.

and further stated:

I did not threaten [the Affected Party's] status but simply advised that if others became aware, she might be reported, as receiving monetary compensation while competing as an amateur is a clear violation of the rules. Amateur status is frequently challenged within the equestrian community and can result in disciplinary action against the athlete.

100. I also note Cheryl’s evidence of another incident at the same horse show:

[The Affected Party] competed on a horse named Good Luck in the pre-green division. At that time, I mentioned to the in-gate official...that the horse had competed in that division a year earlier and was therefore ineligible for the class. I did not report this to the show office, nor do I know what actions were taken as a result of my comment. However, I noticed the horse did not compete in the same division the following day

101. Cheryl also gave evidence responding to the statement of the Affected Party's mother about the horse the Affected Party had leased and wanted to show. Cheryl said the horse boarded at the farm but was owned by a third party. The third party leased the horse to the Affected Party until the first week of February 2021 which, I note, coincided with when the Affected Party quit working at the farm. Cheryl said: "I had no control over [the third party's] decisions regarding the horse, nor was [the horse] available for the Affected Party to take with her if she was no longer working at the farm."

102. Based on the evidence before me, I find that the allegation of threats has been proven on the balance of probabilities. I find that, while SL's evidence was that Cheryl made threats against her, the focus and context of those threats was the Affected Party leaving her position as a working student with the Claimants and moving to work with SL. I also find the exchange concerning amateur status constituted a form of threat when viewed in the context of the other incident at the horse show. There is no distinction whether Cheryl stated she herself would report the Affected Party or others would if they "became aware".

103. I do not find that these threats constitute a breach of section 15(g) of the Code as the evidence is that they were made by Cheryl after the Affected Party was no longer being coached by her. Nor do I find they constitute "Harassment" as defined in the Code for the reasons I have given above. The threats are isolated in time from the other two breaches, the insult and the spreading of a rumour, and because of that, in my view, they do not together constitute "a course of vexatious comment or conduct" against the Affected Party.

104. I find, however, that the threats constitute a breach of section 13(a) of the Code and specifically the responsibility of Individuals to "[treat] each other with the highest standards of respect and integrity". I recognize that section 13(a) also provides that Individuals have a responsibility to ensure adherence to the rules of the sport and the spirit of those rules. But when the threat against SL and statement about the Affected Party's amateur status are viewed

together, and in context of other incidents, I find that the purpose of the amateur status statement was not merely to “ensure adherence to the rules” but that it rather was a threat of retaliation.

(6) Withholding of food - there were occurrences of the Respondents withholding food in order to achieve desired behaviours (p.38, breach of ss.13(b) and 15(g))

105. The Affected Party’s evidence was that Cheryl would punish her for misbehaving by withholding food, which led to food security issues. She stated Cheryl and [Claimant 2] would also hide food and lock in away so that the Affected Party was unable to eat without their permission. Food became a reward for compliance.

106. She said that CM began secretly buying food for her after realizing that Cheryl and [Claimant 2] were "essentially starving" her.

107. Her evidence was Cheryl supplemented their groceries with Costco runs and brought homemade baked goods or meals when she had extras but only for [Claimant 2]. She said [Claimant 2] would label all the food so the Affected Party couldn’t touch it. On one occasion, when her mother put her name on a jug of lemonade in the fridge, “[Claimant 2] lost her mind”. She does not remember there being many HelloFresh meal deliveries.

108. The Affected Party also gave evidence that she “quit [working at the farm] because I was feeling very depressed, I wanted an anti depressant. I wasn’t eating much...”.

109. SL recalled an incident where she brought Chinese food for the Affected Party, and [Claimant 2] became angry because the Affected Party was not allowed to eat. SL described the event as “weird.” She also recalled buying McDonald’s for the Affected Party, who then hid behind the barn to eat it out of [Claimant 2]’s sight to avoid getting in trouble.

110. CM described grocery shopping with the Affected Party and [Claimant 2]. On one occasion the Affected Party wanted a box of “\$2 [corn] squares”, which CM ended up buying her because [Claimant 2] complained about the cost. Another time, the Affected Party responded to a text from CM and SL offering to buy her a meal. The meal ended up being McDonalds, which the Affected Party ate behind the barn and proceeded to hide the leftovers in a bag so that she could eat them later without [Claimant 2] seeing.

111. The Affected Party's mother said that the Affected Party "would phone me often saying she was hungry and had not eaten." She noted that the nearest grocery store was too far to walk and the Affected Party did not have a vehicle until the last few months she was there once she got her driver's license.

112. Cheryl denied ever withholding food from the Affected Party. She stated that she did not live on the property, that the girls had access to groceries and meals—including HelloFresh deliveries—and she often ate together with them at a local restaurant. Cheryl also said she regularly brought food to the barn, such as soups and baked goods, and made Costco trips to get whatever was needed. She added that when they were at horse shows, meals were provided and the Affected Party was free to eat whatever she liked.

113. [Claimant 2] also denies that she withheld food from the Affected Party. She stated they maintained a routine of grocery shopping several times a week to ensure the household had sufficient food and subscribed to HelloFresh. She acknowledged that she labelled certain snacks in the house to indicate whose they were. She stated:

... the fact that I put my name on some of my personal items, such as protein drinks, does not mean that [the Affected Party] did not have her own items. I deny ever becoming upset with [the Affected Party] for labelling her own food.

114. In terms of the incident at the grocery store, [Claimant 2] stated:

We went shopping at Superstore with [CM] and spent about an hour carefully selecting items. Our cart was completely full, with no room left for anything else. I'm not even sure what a "[corn] square" is, but I do remember the cart containing a variety of items: meat, dairy, frozen foods, snacks, bread, juice, fruits, and vegetables. If I did say to leave the "[corn] squares," it was not because [the Affected Party] was not allowed to have something, but simply because we were done shopping and ready to check out.

115. The landlord of the property where the farm is located, who lived on site during the relevant period, stated that he recalled HelloFresh meal boxes being delivered regularly for [Claimant 2] and the Affected Party. He recalled occasional food deliveries being received at his residence. He also noted that the local grocery store was approximately a 15-minute walk or a 3-minute drive from the property.

116. [Claimant 2]’s ex-boyfriend gave evidence that he frequently spent time with [Claimant 2] and the Affected Party during the relevant period and that food was readily available and the three of them would regularly have supper together at the trailer.

117. Another rider stated that she would stay with [Claimant 2] and the Affected Party for up to a week at a time and estimates she did so between 20 and 30 times during the period in question. Her evidence was that she never witnessed any issues about food while she was there and there was always plenty of food available.

118. In my view, the evidence does not demonstrate that food was withheld from the Affected Party by the Claimants for the purpose of compliance. While there is evidence that [Claimant 2] may have labelled some food items for herself or that the Affected Party did not get to purchase what she wanted for food and that [Claimant 2] may have complained that the food requested by the Affected Party was expensive, that does not demonstrate that food was withheld from the Affected Party let alone for the purpose of compliance.

119. The Affected Party acknowledged at the end of her time working at the farm that she was depressed and was not eating. That is a likely explanation for the Affected Party’s statements to her mother. Further, I note that CM did not give evidence confirming the Affected Party’s evidence that she started buying the Affected Party groceries or that she formed the opinion that the Affected Party was “essentially starving”. In my view, the evidence of SL and CM about buying the Affected Party McDonalds and takeout is insufficient to prove the withholding of food when balanced against all the other evidence. I find that the allegations concerning the withholding of food have not been substantiated.

H. AWARD

120. For the above reasons, I find as follows:

- (a) Cheryl Keith is in breach of section 13(h) of the Code of Conduct and Ethics for alcohol use, sections 13(a) and 15(g) for making an insult, section 15(g) for spreading a rumour and section 13(a) for making threats. All other allegations against her are dismissed.
- (b) All allegations against [Claimant 2] are dismissed.

121. Any further submissions on sanctions or costs are to be made in writing and are limited to five pages total. They are to be provided to me within seven business days of the date below.

Counsel are requested to direct me to any previous submissions on sanctions or costs they wish me to consider.

Dated May 22, 2025, and signed at Calgary, Alberta,

Per: Julie G. Hopkins, Arbitrator

Appearances:

Alexandre Maltas and Jill Wiberg on behalf of the Claimants

Michelle Kropp on behalf of Equestrian Canada

[Redacted] on behalf of the Affected Party