

**IN THE MATTER OF A COMPLAINT SUBMITTED UNDER
EQUESTRIAN CANADA'S DISCIPLINE, COMPLAINTS, AND APPEALS POLICY**

BETWEEN:

[REDACTED]

Complainant

and

[REDACTED]

Respondent

(collectively, the "Parties")

DECISION WITH REASONS

PROCEDURAL HISTORY

1. Equestrian Canada's Independent Third Party ("ITP") Complaint Manager received a complaint from the Complainant on or about April 30, 2025.
2. On May 12, 2025, the ITP issued a Jurisdiction Order in these proceedings.
3. On June 24, 2025, I was retained as the Adjudicator/Hearing Panel to adjudicate this matter.
4. On June 26, 2025, I issued a Procedural Order detailing the next steps for adjudicating the complaint.
5. The instructions to the Parties from the Procedural Order are summarized as follows:
 - (a) Article 46 of the Equestrian Canada Discipline, Complaints, and Appeals Policy (the "*Policy*") allows the Hearing Panel to determine the conduct of the Hearing. It was decided that the Complaint would proceed initially with a preliminary conference, as contemplated in article 39 of the Policy. I determined that the preliminary conference was necessary to consider issues pertaining to the conduct of the hearing, including the format of the hearing, order and procedure of the hearing, identification of witnesses, and other procedural matters including the potential requirement for specific expert evidence from any party and/or from Equestrian Canada.
 - (b) Prior to the preliminary conference, the parties were invited to submit additional brief written submissions. It was noted that after these steps, there would be a hearing, with a written decision to follow.

- (c) The Complainant was to submit their written submissions, including documentary evidence, by 5:00 pm EST on July 4, 2025.
- (d) The Respondent was to submit their written submissions, including documentary evidence, by 5:00 pm EST on July 11, 2025.
- (e) The Complainant was given a right of reply, with any response to the Respondent's submissions to be submitted in writing by 5:00 pm EST on July 16, 2025.
- (f) The preliminary conference was tentatively scheduled to occur on July 22, 2025.

6. I thank the Parties for their timely submission of written materials in accordance with the Procedural Order.

7. Following the issuance of the Procedural Order, the preliminary conference was rescheduled for August 5, 2025.

8. At the preliminary conference it was agreed that the parties would have opportunities to submit signed "will say" statements for any witnesses whose evidence they intend to rely on.

- (a) The Complainant was to submit their "will say" statements by 5:00 pm EST on August 15, 2025.
- (b) The Respondent was to submit their "will say" statements by 5:00 pm EST on August 22, 2025.

9. At the preliminary conference, the oral hearing was tentatively scheduled to occur on August 28, 2025.

10. Following the "will say" statement submissions, the oral hearing was rescheduled for September 12, 2025.

11. The oral hearing occurred on September 12, 2025, with the written decision scheduled to be delivered by October 12, 2025. Due to a number of unforeseen circumstances, it is being delivered beyond that date to ensure a completeness of the review of evidence.

ISSUES

12. Both Parties were invited to provide submissions addressing the following two questions:

- (a) Has a violation of a governing policy or code occurred?
- (b) In the event that a violation is found by the Hearing Panel, what are the appropriate sanctions to be imposed?

Applicable Provisions

13. The applicable policies include the Equestrian Canada *Discipline, Complaints and Appeals Policy* (the "Policy"), the Equestrian Canada *Code of Conduct and Ethics*, and the Equestrian Canada *Horse Welfare Code of Conduct* (the "Code"). If the allegations are found to be true, they could constitute a breach of the Code.

14. Specific portions of the *Code* relevant to this matter are set out below:

- Articles 4 of the *Code* reads as follows:

All Individuals who are bound by EC's policies as defined in EC's Discipline, Complaints and Appeals policy, in addition to their obligations under EC's Code of Conduct and Ethics, have additional duties pursuant to this Horse Welfare Code of Conduct.

- Article 5 of the *Code* reads as follows:

All Individuals must refrain from Abuse as defined below in this Horse Welfare Code of Conduct, which includes but is not limited to Physical Abuse, Emotional Abuse, Neglect, Hoarding, and Animal Sexual Abuse.

- Articles 8 and 9 of the *Code* read as follows:

All Horses must be cared for in accordance with the *Code of Practice for the Care and Handling of Equines*.

The standard by which conduct or treatment will be measured is that which a reasonable person, informed and experienced in generally accepted equine practices, would determine to be cruel, abusive or inhumane.

- Article 12 of the *Code* reads as follows:

a. Neglect refers to the omission of adequate care and attention and is evaluated with consideration given to the Horse's needs and requirements.

a) Examples of Neglect include without limitation:

- ...
 - ii. not considering the welfare of the Horse when administering medication;
 - ...
 - vi. failure to provide veterinary care, grooming, or sanitation resulting in poor physical and/or mental conditions.

b. Neglect is determined by the behaviour viewed objectively, not whether harm is intended or results from the behaviour.

- Section 4.1.2 of the *Code of Practice for the Care and Handling of Equines* states as follows:

Vaccinations offer horses protection from some infectious diseases, but do not completely eliminate disease risk. Good overall management directed at infection control remains important even for vaccinated horses. Vaccination guidelines vary by region and should take into account the risk for exposure. While there are costs associated with vaccines, those costs are generally much lower than the costs associated with an infectious disease.

Appendix K provides a reference to the vaccination guidelines of the American Association of Equine Practitioners.

RECOMMENDED PRACTICE

- a. consult a veterinarian to develop a vaccination program, including correct on-farm storage and administration of the vaccines
- b. ensure broodmares receive regionally appropriate vaccines

- c. ensure foals are properly immunized with primary and booster vaccines as this affects their response to vaccines later in life
- d. keep a record of the vaccinations that were administered (i.e. a record identifying the animal(s) vaccinated, date and any adverse reactions)
- e. know the vaccination status of new arrivals and ensure they are properly vaccinated.

15. The standard of proof in assessing the evidence is to determine whether it is more likely than not that an allegation is factually correct, otherwise referred to as, whether, on a balance of probabilities, there was a breach of the *Code* or *Policy*.

Evidence

16. The full record has been reviewed in detail. It consists of the following:

- Complaint (on or about April 30, 2025)
 - Letter from Complainant to Equestrian Canada Chair and Board Director (April 25, 2025)
 - Letter to Respondent from [REDACTED], Lawyer (January 24, 2025)
 - [REDACTED] Clinical Record, [REDACTED] (August 23, 2024)
 - [REDACTED] money transfer forms (November 2 and 24, 2023)
 - [REDACTED] application for permit to import live animals (November 3, 2023)
 - Horse bill of sale, [REDACTED] (November 28, 2023)
 - Horse request form export (undated)
 - [REDACTED] invoice (December 7, 2023)
 - [REDACTED] Invoice (December 17, 2023)
 - [REDACTED] test form, [REDACTED] (December 22, 2023)
- Jurisdiction Order (May 12, 2025)
- Respondent's Submissions (June 5, 2025)
 - Letter from [REDACTED], Lawyer (June 5, 2025)
 - Vaccination certificate, [REDACTED] (December 22, 2023)
 - Vaccination certificate, [REDACTED] (December 22, 2023)
 - Vaccination certificate, [REDACTED] (December 22, 2023)
 - Vaccination certificate, [REDACTED] (May 21, 2024)
 - Vaccination certificate, [REDACTED] May 21, 2024)
- Procedural Order (June 26, 2025)
- Respondent's Submissions (on or about June 30, 2025)
 - Letter from Respondent (undated)
 - Invoice issued by [REDACTED] (November 14, 2023)
 - Invoice issued by [REDACTED] (December 29, 2023)
 - Invoice issued by [REDACTED] (February 1, 2024)
- Complainant's Submissions (July 14, 2025)

- Letter from Complainant to Equestrian Canada Chair and Board Director (April 25, 2025)¹
- [REDACTED] horse identification documents, [REDACTED] (undated)
- [REDACTED] (December 22, 2023)
- [REDACTED] Clinical Record, [REDACTED] (August 23, 2024)²
- [REDACTED] Clinical Record, [REDACTED] (August 24, 2024)³
- Picture of rider on horse identified as [REDACTED] (undated)
- Respondent's Submissions (July 23, 2025)
 - Written submissions (undated)
 - Email correspondence (December 20, 2023)
 - Email correspondence (December 21, 2023)
 - Email correspondence (December 12–14, 2024)
 - Email correspondence (January 31, 2025 – February 5, 2025)
 - Vaccination certificate, [REDACTED] (May 21, 2024)⁵
 - Quebec, Notice re EEE (August 9, 2024)
 - Screenshot of post in 'Ocala Equestrian Community' Facebook group (undated)
 - Screenshot of Facebook messages (April 30, 2025)
- Complainant's Submissions (July 25, 2025)
 - Written submissions (undated)
 - Written response and list of witnesses (undated)
 - Screenshots of conversations in 'WEF, WEC and HITS Community' Facebook group (undated)
 - Email correspondence (March 21, 2025 – May 2, 2025)
- Complainant's Will Say Statements (on or about August 21, 2025)
 - Complainant's list of witnesses
 - Letter of [REDACTED] (August 10, 2025)
 - Curriculum Vitae, [REDACTED] (updated to January 7, 2025)
 - Handwritten letter of [REDACTED] (August 11, 2025)
- Respondent's Will Say Statements (on or about September 2, 2025)
 - Respondent's summary of witnesses and their statements
 - Letter of [REDACTED] (August 25, 2025)
 - Letter of [REDACTED] (August 25, 2025)
 - Letter of [REDACTED] (August 26, 2025)
 - Curriculum Vitae, [REDACTED] (undated)

¹ Duplicate that was received in prior submissions.

² Duplicate that was received in prior submissions.

³ Duplicate that was received in prior submissions.

⁴ Duplicate that was received in prior submissions.

⁵ Duplicate that was received in prior submissions.

17. The Parties were advised that neither character evidence nor hearsay evidence would be considered. They were also informed that no unrelated evidence regarding past circumstances leading up to the time that [REDACTED] was boarded would be considered.

Facts

18. The Parties submissions appear to agree on the following:

- (a) The horse in question, [REDACTED] was purchased by the Complainant and transported from [REDACTED] to Canada in December 2023;
- (b) [REDACTED] was healthy at the time of purchase and import;
- (c) [REDACTED] and other imported horses were taken to quarantine near Montreal. During this time the horses were given some vaccinations;
- (d) For approximately three months between January and April 2024, the Complainant boarded [REDACTED] at the Respondent's facility in Florida.
- (e) There was no written or signed contract for the boarding of [REDACTED];
- (f) The boarding of [REDACTED] was based on a verbal agreement, following which the horse was boarded, fees were invoiced, and money was exchanged;
- (g) There was no written agreement assigning the Respondent the responsibility of ensuring that [REDACTED] was properly vaccinated;
- (h) In April 2024, immediately upon arrival back in Canada, the Complainant took [REDACTED] to be boarded at a different stable;
- (i) In August 2024, [REDACTED] died from Eastern equine encephalitis (EEE). At the time of death, no history of vaccination for EEE could be confirmed.

19. From my reading of the submissions these facts do not appear to be in dispute. I find that these events occurred as described.

Complainant's Submissions

20. In support of the Complainant's position, I have reviewed the documents and witness statements submitted into evidence.

21. The Complainant submitted two witness statements.

22. The first is that of expert witness, veterinarian [REDACTED]. The witness statement of [REDACTED] dated August 10, 2025, states only that a horse that is moved to a new location should be vaccinated against pathogens that may be present in the geographic area. More specifically, he states that where a horse emigrates from a country where the vaccines that will be required in the country of arrival are not available, the horse should be vaccinated upon their arrival in Canada. While accepting the truth of this statement, I have given it minimal weight as it has minimal relevance to the issue at hand. The primary

question for me to consider is who was responsible for vaccinating the horse, and that was inadequately addressed by [REDACTED]

23. The second is that of trainer [REDACTED] I have not considered this statement in my decision as it bears no relevance to the issue at hand. The witness states only that the horse was healthy prior to purchase, which was never disputed by the parties.
24. The Complainant's alleges that the Respondent was responsible for ensuring that [REDACTED] was provided the core vaccinations (which would cover vaccination against EEE) and failed to do so.
25. More specifically, the Complainant alleges that the Respondent acted maliciously and with intent, arguing that the Respondent had her own horses vaccinated with the core vaccines during the time that the Complainant's horse was in her care, did not have the Complainant's horse vaccinated, and did not tell the Complainant that her horse was not vaccinated.
26. The Respondent arranged for [REDACTED] to travel with the other two horses to Florida for competition and training. The Complainant also travelled to Florida during this period.
27. The Complainant argued that she had verbal conversations with the Respondent about vaccinating her horse. She stated that she told the Respondent that she wanted her horse to receive the same vaccinations as those that the Respondent's horses received.
28. The Complainant alleged that she had a conversation with the Respondent where the Respondent told her that she vaccinated her own horses but did not know what the Complainant wanted. She recalled the Respondent continuing mentioning that vaccines are not 100% effective, that horses are risky, and that she cannot be held responsible for anything that happens to the Complainant's horse. The Complainant stated that, during this conversation, the Respondent told the Complainant that she "can't lose everything."
29. The Complainant stated that it was suspicious that the Respondent made comments that she was worried about [REDACTED] during the summer of 2024, when he was no longer at her stable. She further found it concerning that, after his death, the Respondent told her that if she had come back to her barn he would have been vaccinated.
30. The Complainant confirmed that, upon his return to Canada in April 2024, [REDACTED] did not receive any vaccinations. The Complainant acknowledged her unfamiliarity with vaccination schedules for horses.

Respondent's Submissions

31. In support of the Respondent's position, I have reviewed the documents and witness statements submitted into evidence.
32. The Respondent submitted three witness statements.
33. The first is that of expert witness, veterinarian [REDACTED] The witness statement of [REDACTED] dated August 26, 2025, states only that the International Equestrian Federation only requires that a horse be vaccinated against equine influenza prior to participating in competitions. While accepting the truth of this statement, I have given it

minimal weight as it has minimal relevance to the issue at hand. As noted above, the question for consideration is who was responsible for vaccinating the horse for EEE, and that was not adequately considered in the statement of [REDACTED]

34. The second is that of trainer [REDACTED] a trainer, barn owner, and manager. The witness statement of [REDACTED] dated August 25, 2025, states that vaccination decisions lie solely with a horse's owner in collaboration with their veterinarian. He further states that, in Canada, horses receive their annual vaccinations in the spring (April/May) prior to mosquito and competition season in Canada. He provided further detail that for horses who compete in the Florida competition season, they receive additional vaccinations in November/December prior to their departure, and do not receive any vaccinations while in Florida competing. I accepted the truth of the contents of this statement, and have considered this statement in my decision as it responds to the primary issue.
35. The third is that of [REDACTED] at [REDACTED] The relevant portion of the witness statement of [REDACTED] dated August 25, 2025, states that, while a boarding contract may contain specific conditions or provisions, the owner of the horse is legally responsible for its care. I have considered this portion of the statement in my decision.
36. The Respondent denied any wrongdoing and argued that there is no evidence that she was responsible for the vaccinations that were or were not provided to [REDACTED]
37. The Respondent submits that, since she was not responsible for vaccinating [REDACTED] while he was in her care, there is no causal connection between her involvement and his death.
38. The Respondent stated that the boarding agreement was generally for the horse's stall, cleaning, and food.
39. The Respondent stated that her boarding agreements for horses have never included responsibility for vaccinations. She stated that the responsibility for vaccination decisions stays with the owner.
40. She denied ever discussing vaccinations with the Complainant.
41. The Respondent states that her only involvement while the horses were in quarantine near Montreal was to ask a veterinarian to visit the horses and give them any vaccines required for them to cross the border to Florida and compete there. During that visit, the three horses imported from Europe received the same vaccinations.
42. The Respondent did not receive the bill for the veterinarian visit (indicating that she had no knowledge of what vaccinations were given) because all bills are sent straight to the owner of the horse.
43. The Respondent describe herself as a trainer, barn owner, and equestrian. She stated that she is not a veterinarian and never questioned the decisions made by veterinarians. She assists with arranging the visit, but is not responsible for the care administered to the animals. The consultation and billing is between the veterinarian and the horse owner.

44. The Respondent states that none of the three horses imported from Europe received any vaccinations during their time in Florida. She states that competing horses do not get vaccinations during competition season. It would be standard procedure for them to be vaccinated once back in Canada.
45. The Respondent states that, if the Complainant wanted specific vaccines beyond that, then she should have asked the veterinarian to provide those to her horse.
46. The Respondent states that she last saw [REDACTED] 4.5 months before he died.
47. The Respondent confirmed the alleged statement that she said [REDACTED] would have received the vaccination had he come back to her barn after their return from Florida. She stated that this is a truthful statement as she organizes an annual visit of the veterinarian each spring so the horses can be vaccinated against EEE before mosquito season.
48. The Respondent states that regardless, at each veterinarian visit, the owner informs the veterinarian what vaccines they would like their horse to have. The owner confirms the care to be provided and pays the bill associated with their own horse.
49. It is the Respondent's position that the Complainant, as a horse owner, has a duty to act as a prudent and diligent horse owner. She states that it was the Complainant's sole responsibility as the owner of the horse to ensure that the horse was vaccinated.
50. When a horse is transported from one place to another, their owner needs to determine whether they require any vaccinations. After their return to Canada, [REDACTED] was moved to Ontario. The Respondent's position is that the Complainant should have looked into vaccinations required for Ontario and seen notices that EEE was present there.
51. The Respondent further submits that, even if [REDACTED] had been vaccinated against EEE in the winter, he would have required another vaccination against EEE in the spring of 2024. [REDACTED] never received any vaccinations against EEE.
52. The Respondent summarized her position that the Complainant failed to meet her burden to prove that, on a balance of probabilities, the Respondent was responsible for vaccinating [REDACTED] against EEE.

ANALYSIS/DECISION

53. The Parties were advised prior to the hearing that no new evidence would be heard or accepted during the hearing. The sole purpose was to make arguments based on the evidence presented to date. Dates for producing evidence and submissions were set out in the preliminary order.
54. Despite this instruction, during the hearing, the Complainant introduced new evidence regarding interactions that she alleges she had with the Respondent that could impact the hearing. While I considered this evidence, I do not find that it has any bearing on the facts and findings.
55. The scope of the matter can be narrowed down to the issue of the vaccination of a horse, [REDACTED] and whether or not the Respondent was responsible for vaccinating [REDACTED]. The issue is whether the Respondent was responsible for vaccinating [REDACTED] while the horse

was in her care and, whether that vaccination, or lack thereof, has a causal connection to [REDACTED] death.

56. In these instances, the burden of proof is on the Complainant to prove on a balance of probabilities that the allegations are true. That is to say, it is more likely than not that the allegations are true. The Complainant provided numerous pieces of documentary evidence in attempt to support her allegation that it was the Respondent who was responsible for the vaccinations given to [REDACTED]
57. Importantly, the Complainant failed to provide evidence to prove that the responsibility for vaccinating [REDACTED] had been assigned to the Respondent.
58. I have no material evidence to support the allegations that the Respondent planned, with malicious intent, for [REDACTED] not to be vaccinated against EEE, aside from the Complainants' testimony.
59. Given the lack of an agreement that made vaccinations the responsibility of the Respondent, I am unable to stray from the presumption that it is a horse's owner who has the sole decision-making authority regarding the vaccinations that their horse receives.
60. Acknowledging the unfortunate circumstances where [REDACTED] obtained the virus EEE which resulted in his death shortly thereafter, the allegations set out against the Respondent claiming that it was her responsibility to vaccinate the horse against EEE are not proven. The crux of this issue falls on the fact there is no objective evidence to establish the transfer of responsibility for [REDACTED] vaccination decisions from the Complainant to the Respondent.
61. Article 5 of the Code prohibits abuse and neglect, as defined in the *Horse Welfare Code of Conduct*.
62. Article 9 of the Code states that conduct should be measured by what a reasonable person, informed and experienced in generally accepted equine practices, would determine to be cruel, abusive or inhumane.
63. Article 12 of the Code states that the following are some examples of neglect, viewed objectively: not considering the welfare of the horse when administering medication, and failure to provide veterinary care, grooming, or sanitation resulting in poor physical and/or mental conditions.
64. The Respondent cannot be found to have breached any of these articles of the Code if she was not responsible for ensuring that the horse was vaccinated against EEE.
65. [REDACTED] was in the care of the Respondent between approximately January and April 2024. There is no record of any horses in the Respondent's care receiving any vaccinations against EEE during that time period.
66. When the horses received vaccinations in December 2023 – as shown in the vaccination records provided as evidence – [REDACTED] was not under the care of the Respondent. When the other horses under the care of the Respondent were vaccinated against EEE in May 2024, [REDACTED] was not under the care of the Respondent. This springtime vaccination

occurred at the standard time that horses in Canada would be vaccinated against EEE, in advance of the summer season.

67. A horse's owner generally bears the primary responsibility for the animal's health. Barring evidence to the contrary, vaccination decisions for a horse lay solely with the owner of a horse. It is the responsibility of that owner to seek a veterinarian who can provide their expertise to inform the owner's vaccination decisions. I have not been provided with any evidence that rebuts the presumption of owner responsibility. There is no evidence that the Complainant requested that that the Respondent ensure that [REDACTED] had any specific vaccinations.
68. If there was an explicit agreement for the Respondent to assume responsibility for [REDACTED] vaccinations, that would establish responsibility. In this case, vaccination responsibilities were never clarified – suggesting simply that the owner remains responsible for the vaccination of their horse. The Complainant testified that the Respondent told her to research vaccines.
69. It appears from the evidence before me that the North American core vaccines should be given to a European horse upon their arrival in North America. This is irrelevant to the question of whose responsibility it was to ensure that [REDACTED] was vaccinated against EEE.
70. When disputes have arisen regarding the ownership of a horse, courts have consistently emphasized that the person who has extended care, control, and financial resources for the horses is deemed the rightful owner (*Anthony v Berger*, [2010] A.J. No. 33). The horse owner is financially responsible for the boarding, transportation, and veterinary expenses relating to the horse. While the Respondent boarded the horse for a period, I do not find that meets "extended, control, and financial resources" to the extent that it means ownership. This is more plainly stated as, I do not find the Respondent to have every owned [REDACTED]
71. One piece of legislation states that the person who has care or custody of a horse must ensure that the animal is immunized against rabies (*Health Protection and Promotion Act, Rabies Immunization*, RRO 1990, Reg 567, s 2(1)). Similarly, written consent to surgical treatment must be provided by the owner of an animal (*Veterinarians Act*, General, RRO 1990, Reg 1093, s. 22). By analogy, the implication is that vaccination decisions are made by the owner or person responsible for the animal.
72. It is reasonable to conclude that the Complainant was responsible for the vaccinations that [REDACTED] received during the time that she was his sole owner.
73. These all suggest that responsibly for a horse's vaccinations rests with the person who has primary care and control of the horse, that is the owner who was financially responsible for all resources for the care of the horse.

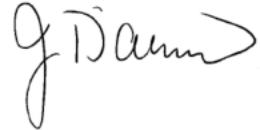
Confidentiality

74. In accordance with section 61 of the *Policy*, the complaints process is strictly confidential. Access to information related to the Complaint is limited to those directly engaged in the process – namely, the Complaints Manager, the Parties, any witnesses, and the Hearing Panel. No Party may disclose confidential information to individuals outside of this process.

75. Equestrian Canada will oversee the public release of this decision. Upon publication, the factual findings within the decision will no longer be subject to confidentiality.
76. The Parties are reminded that any information obtained through this proceeding that is not included in the written decision remains confidential and must not be shared outside the process.

Conclusion and Next Steps

77. For the reasons above, I find that there is insufficient evidence to show, on a balance of probabilities, that the Respondent breached the *Code*. As the Complainant was advised throughout these proceedings, she had the onus of proving her complaint. The Complainant was allowed to submit evidence to support her position. Based on what was submitted, there is insufficient evidence to establish that the Respondent was responsible for vaccinating [REDACTED] As such, there is insufficient evidence to substantiate that the Respondent acted negligently or in bad faith in her treatment of the horse, as alleged.
78. All allegations as set out in the Complaint and reply submissions are hereby dismissed, as set out above.
79. I thank the Parties for their preparation and cooperation in this matter.
80. Should either party seek to appeal this decision, they are directed to review the Equestrian Canada Discipline, Complaints and Appeals Policy.



Hearing Panel
December 4, 2025