

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Ho v. Monk Office Supply Ltd.*,
2026 BCSC 1324

Date: 20260710
Docket: 2512172
Registry: Victoria

Between:

Quoc Tranh Ho also known as Tobey Ho

Plaintiff

And:

Monk Office Supply Ltd.

Defendant

Before: The Honourable Justice Morley

Oral Reasons for Judgment (Summary Trial)

The Plaintiff, Appearing on His Own Behalf:

Q. Ho

Counsel for Defendant:

K. Hamilton

Place and Date of Hearing:

Victoria, B.C.
July 8, 2026

Place and Date of Judgment:

Victoria, B.C.
July 10, 2026

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Overview

[1] The plaintiff Quoc (Tobey) Ho was hired as the corporate controller for the defendant Monk Office Supply Ltd. ("Monk") on April 1, 2024 and fired after about two-and-a-half months. No cause is or was alleged. It took him five months to get another job, which was also as a corporate controller, but at a lower salary.

[2] There are two issues in this wrongful dismissal suit:

- a) What is the appropriate notice period? Mr. Ho says it should be six months; Monk says two.
- b) Did Monk breach its duty of good faith and fairness in its manner of dismissing Mr. Ho, such that he would be entitled to aggravated damages? Mr. Ho says such an award should be made; Monk says there is no basis for it.

[3] I find as follows:

- a) The starting point for an appropriate notice period for a short-service employee of Mr. Ho's age and level is two to three months. Mr. Ho is entitled to a modest increase reflecting the difficulty of re-employment. I find he was entitled to four months.
- b) While Mr. Ho was understandably shaken and affected psychologically by his firing, this was not because of *how* Monk did that. It acted as humanely as it could. It did not give him warning and it did not explain its reasons, but that was its prerogative in deciding to fire a non-unionized employee without alleging cause.

Background

[4] Mr. Ho is now 43. He was 41 when he worked for Monk. He is a chartered public accountant.

[5] On March 16, 2024, he was offered a job as Monk's corporate controller. The salary was \$125,000 per year. The starting date was April 1, 2024. He would report to Adam Taft, Monk's Vice President.

[6] The "priorities and deliverables" for the job were set out in his hiring letter. They included:

- a) Provide guidance to the finance team. This was three other accountants. He was not their supervisor, but presumably was to provide them with guidance in their work as accountants;
- b) Be responsible for compliance with bank requirements;
- c) Be responsible for monthly and annual financial reporting;
- d) Oversee accounts receivable and accounts payable processes;
- e) Update templates and financial checklists;
- f) Assist with cashflow management;
- g) Participate in meetings with the senior leadership team, team members, vendors and external stakeholders.

[7] Mr. Ho accepted the offer of employment on March 29, 2024 and began work on April 1.

[8] On June 17, 2024, Caitlin McKenzie, Monk's President and CEO, asked Mr. Ho to come into her office. She terminated his employment. She gave him a letter of reference and salary and accrued vacation up to June 22. She did not allege cause and did not give him reasons.

[9] Her assistant, Natalie Erikson, went with him to his desk allow him to retrieve his personal effects and surrender his Monk computer and other company property and walked with him to his car.

[10] Being fired was a difficult experience for Mr. Ho. He has been a hard-working and successful professional through his life. The loss of his job affected his sleep, caused him anxiety and damaged his confidence.

[11] Mr. Ho obtained another job as a corporate controller five months after he was fired by Monk. This time his starting salary was \$90,000 per year.

Suitability for Summary Trial

[12] Both parties agree this case is appropriate for summary trial on affidavit evidence.

[13] Under *Supreme Court Civil Rule* 9-7(15)(a), the court may grant judgment in a summary trial unless the court is unable to find the facts necessary to decide the issues or is of the opinion that it would be unjust to decide them summarily.

[14] The Court of Appeal has discussed how courts faced with summary trial applications should exercise their discretion in *Inspiration Management Ltd. v. McDermid St. Lawrence Ltd.*, 1989 CanLII 2728, (1989), 36 B.C.L.R. (2d) 202 and more recently in *Gichuru v. Pallai*, 2013 BCCA 60 at paras. 30–31.

[15] I am able to find the facts necessary to decide the issues of fact or law raised by this case. The facts are not complex and are essentially undisputed. As I will discuss, most of the factors relevant to the appropriate notice period are agreed. Monk has given a more detailed account of the manner of the firing, but Mr. Ho does not try to dispute it factually.

[16] The only quasi-factual dispute is concerning the character of Mr. Ho's employment, with Mr. Ho arguing it was more senior than Monk is willing to concede. However, this is essentially a matter of characterization. I will rely primarily on his offer letter, which is contemporaneous and objective. In any event, as I discuss later, the "character of employment" factor is not central to my analysis of the appropriate notice period.

[17] I also find that it would not be unjust to decide this case as a summary trial. Indeed, given the principle of proportionality, and the amount at stake, it would prejudice the legitimate interests of all concerned to require the case to go to trial.

What is the Appropriate Notice Period?

[18] In Canada, the default for non-unionized employees is that they can be fired without cause, but only with reasonable notice. This default can be changed by contract, but Monk's offer letter to Mr. Ho did not do that.

[19] An employer can either provide "working notice" — in which case the employee continues to work after being notified of a future termination date — or can fire someone effective immediately — in which case they must pay what the employee would have earned during the notice period. This "common law severance" will be reduced if the employee is able to mitigate by finding another job during the notice period.

[20] There is no fixed rule for how long the "reasonable notice" period should be. It depends on the situation. The ultimate objective is to compensate employees for the search time in getting a new job. Many of the factors are relevant to how long this will reasonably take: notice periods usually compensate for some, but not all, of that time. The principle of deferred compensation (that part of what employees work for is what they get on leaving) is a secondary objective, which is why longer-service employees generally get more.

[21] In the classic case of *Bardal v. The Globe & Mail Ltd.*, 1960 CanLII 294, 24 D.L.R. (2d) 140 (ONHCJ) at p. 145 [*Bardal*], Chief Justice McRuer set out four factors that have been repeated many times since as ones that should be considered in determining the length of the reasonable notice period:

- a) The character of the employment,
- b) The length of service,
- c) The age of the employee,

- d) The availability of similar employment.

[22] Other factors that are relevant on the case law, but not applicable in this case include:

- a) Did the employee leave other permanent employment to take the job? This is an especially important factor if the employer “induced” the employee to take the job.
- b) Did the employee have to move to a different community to take the job?
- c) Is the employee in a particularly specialized job market, such that replacement jobs are unusually difficult to come by?

[23] In this case, I have very clear evidence about two of these factors. Mr. Ho was in his early forties, which is a neutral age in terms of re-employability at the same type of job. His length of service was at the low end, at about two-and-a-half months.

[24] With respect to the availability of similar employment, I have no real evidence about how easy it would be for a CPA of Mr. Ho’s experience to get a job as a corporate controller, other than his own experience of finding a job of that kind in five months. I am prepared to presume that this was the result of a diligent search. I note that he did have to take a pay cut to get this job, so for the purposes of analysis of the reasonable notice period, the five months needs to be adjusted upward.

[25] There was more argument about how to characterize Mr. Ho’s employment. Since *Bardal*, and no doubt before that, the courts have assumed (whether rightly or wrongly) that it is harder to get a similar job the higher up you are in the corporate hierarchy. I note, however, that in *Saafeld v. Absolute Software Corporation*, 2009 BCCA 18 [*Saafeld*] at para. 13, Madam Justice Huddart referred, with apparent approval, to the trial judge’s discussion of the “diminishing importance given by the courts to the character of the employment in determining appropriate notice”.

[26] This modern approach makes sense. Even with the same reasonable notice period, better-paid employees will get proportionately more money. It is difficult to see why they should be rewarded further by increasing the notice period, unless there is a real reason to believe that the traditional presumption that re-employment will take longer is true.

[27] In my view, the better approach is to view senior management roles, at least potentially and if the evidence supports it, as a specialized job market and to increase reasonable notice periods if, but only if, there is reason to believe it would take those employees longer to get comparable employment. In other words, senior employment *may* be unusually specialized employment and, if so, that would mean it is harder to get comparable employment in a similar period of time.

[28] I find that a corporate controller is an important and responsible position. Mr. Ho did not supervise employees, but he was to give the other three accountants professional guidance. He was ultimately responsible for the firm's financial statements. As it turned out, Ms. McKenzie felt he was trying to take on too much of a role in changing things too quickly, and Monk only had a long-term plan of having the other accountants report to the controller. The role was not one of senior management. But it was an important role of trust and one that required regular communication with senior management.

[29] The leading case on the range of reasonable notice for short-term employees is *Saafeld*. At para. 18, the typical range for a short-service employee in their thirties or forties whose function is significant to their employer, but not one of senior management — a description that fits Mr. Ho — is “two to three months’ notice” although in *Saafeld* notice in the amount of five months was held not to be outside the reasonable range.

[30] In *Saafeld* itself, the reason for the longer notice period was the nine months it took the plaintiff to find alternative employment, which is nearly twice as long as in Mr. Ho's case (ignoring, for now, that Mr. Ho took a lower-paying job): *Saafeld* at para. 16.

[31] Subsequent case law, consistent with the result in *Saafeld*, demonstrates that when the Court of Appeal said two to three months is “typical” for a short-term employee (less than 18 months), this should be interpreted as a “starting point”, which should only be departed from if there is a compelling reason, which will typically be an unusually lengthy job search, but may also be unusual commitments by the employer or unusual detrimental reliance by the employee in taking the job, whether characterized as leaving secure employment, inducement by the employer, or uprooting the employee’s community: *Greenlees v. Starline Windows Ltd.*, 2018 BCSC 1457 [*Greenlees*]; *Younesi v. Kaz Minerals Projects B.V.*, 2021 BCSC 614 at para. 37 [*Younesi*].

[32] The most thorough consideration of the comparables in the last decade was in *Greenlees* at paras 70–76. Including *Greenlees* itself, I note the following:

- a) In *Bavaro v. North American Tea, Coffee & Herbs Trading Co. Inc.*, 2000 BCSC 419, varied 2001 BCCA 149, the plaintiff was a 35-year-old purchasing manager employed for 14 months. His job search lasted 10.5 months. He got a notice period of 6 months.
- b) In *Ostrow v. Abacus Management Corporation Mergers and Acquisitions*, 2014 BCSC 938, the plaintiff was a 40-year-old tax professional employed for 9 months. His job search lasted 6 months (which is comparable to Mr. Ho). The notice period was 6 months.
- c) In *Pollock v. Patrick Cotter Architect Inc.*, 2005 BCSC 1799, the court increased notice because of assurances of job security at the interview. The plaintiff was a 59-year-old administrative assistant who was terminated after 5 months. The notice period was 5 months.
- d) In *Balogun v. Deloitte & Touche, LLP*, 2011 BCSC 1314, a 49-year-old tax professional was employed by the defendant for 7.5 months. The notice period was 2 months.

- e) In *Greenlees* itself, the plaintiff was 43 and was employed by the defendant for 6 months. He spent 7 months searching for alternative jobs. The employer had engaged in inducement and refused to provide a reference letter on dismissal. The notice period was 6 months.

[33] One principle that comes out of *Greenlees* is that the two to three-month period for short-service employees is a “starting point” that is adjusted by unusual factors, the most important of which is a difficult market for comparable employment. I think that applies to Mr. Ho.

[34] Monk points out that the comparables set out in *Greenlees* all had longer periods of employment and in some cases had special circumstances like a failure to give a reference letter or inducement. I agree that those special factors are not present. However, it seems that with short-term employees, any theory based on deferred compensation gives way to the primary issue of re-employability in comparable roles, with the two to three-month starting point permitting a “proportionately longer period of notice”: *Younesi* at para 37. If the service term is less than 18 months, its length is not particularly important.

[35] The other recent British Columbia comparables drawn to my attention were as follows:

- a) In *Younesi*, the reasonable notice was 4 months before taking into account any increase related to inducement. Mr. Younesi worked 2.5 months, similarly to Mr. Ho.
- b) In *Lesinski v. Cartel Communication Systems Inc.*, 2025 BCSC 1533, a 64-year-old Vice President of Engineering, employed for 6 months, received 5 months’ notice after being unemployed for 9.5 months post-termination.
- c) In *Ly v. British Columbia (Interior Health Authority)*, 2017 BCSC 42, a 38-year-old quality manager, employed for 2 months, was awarded 3 months’ notice after leaving secure employment for that position.

- d) In *Burns v. Lyons*, 2015 BCSC 605, a 33-year-old general manager employed for 2 months was awarded 2 months' notice.

[36] In my view, Mr. Ho's five-month search, resulting in a lower-paying job, requires some adjustment from the two to three-month starting point set out in *Saafeld*, but does not justify a large adjustment.

[37] In my view, four months total — a one or two-month increase on the starting point of two to three months — is appropriate.

Can Mr. Ho Get Aggravated Damages?

[38] Employers owe those they are firing a duty of good faith in the manner of dismissal: *Honda Canada Inc. v. Keays*, 2008 SCC 39. If they fail to abide by this duty, a court may award aggravated damages to compensate for the additional psychological impact over and above what is inevitable when someone loses a job.

[39] I have no doubt Mr. Ho found his dismissal a shock. As a matter of policy, Monk did not provide explanations for employees they were dismissing without cause. While this was motivated, in part, by not wanting to "run down" fired employees, it is understandable that this could make things more difficult for Mr. Ho, who is admitted to be hard-working with a keen desire to be part of change and growth.

[40] It is clear to me that his self-esteem and identity is bound up in his career and he very much wanted to impress senior management at Monk with his initiative, to the point that they felt he was trying to make change too quickly and without really understanding their culture and operations. In other words, this was a bad fit, and Mr. Ho — perhaps reasonably, perhaps not — feels like he did not get enough communication of senior management's expectations.

[41] However, not explaining why an employee is being dismissed is an employer's prerogative, unless the employer alleges cause. It does not amount to breaching a duty of good faith. Nor does not providing warning. If no cause is

alleged, and the employee is not unionized, there is no common law doctrine of “progressive discipline”.

[42] Reviewing the detailed affidavits of Ms. McKenzie and Ms. Erikson, which are not contradicted by Mr. Ho, it is clear to me that Monk tries its best to fire its employees as humanely as possible. The firing took place privately. Ms. Erikson walked with him to his desk and ensured he left company property, but she did this as discreetly as she could. A reference letter emphasizing what Monk saw as Mr. Ho’s strengths was prepared.

[43] I do not see what Monk could have done to make the process less painful. I do not want to downplay Mr. Ho’s suffering, which was real and may well have been a new experience in his life. But that suffering was because of the decision to fire him, not because of how it was carried out.

[44] Monk was entitled to fire Mr. Ho without cause, provided it paid reasonable notice, and it needed no more reason than it felt Mr. Ho was not a good fit for the job. It is not part of my role to decide who bears more responsibility for that situation and the parties are entitled to have their own perspectives on that. Monk met its duty of good faith in its manner of dismissal.

Conclusion and Order

[45] As I have explained, in my view four months is an appropriate notice period and no aggravated damages should be awarded.

[46] Since Mr. Ho earned \$125,000 annually, the pay during the notice period would be \$41,666.67. The \$1,369.86 paid to him on termination must be subtracted, so the amount of damages is \$40,296.81.

[47] I therefore award Mr. Ho that amount in damages, pre-judgment interest from June 17, 2024 to July 10, 2026, and post-judgment interest, if any.

[48] Costs will be decided separately. If the parties agree on having an oral hearing, one can be arranged between 9:15 a.m. and 10:00 a.m. one morning. If the

parties agree on written submissions, they can exchange those, not to be more than 10 pages in length or some reduced amount agreed between them. If the parties need directions, they can ask for them by email to Supreme Court Scheduling and I will provide them by memorandum.

“J. G. Morley, J.”
The Honourable Justice Morley