

Federal Court of Appeal



Cour d'appel fédérale

Date: 20260908

Docket: A-383-25

Citation: 2026 FCA 152

**CORAM: LOCKE J.A.
BIRINGER J.A.
PAMEL J.A.**

BETWEEN:

CANADIAN FOOD INSPECTION AGENCY

Applicant

and

MOONFLEET POULTRY INC.

Respondent

Heard at Toronto, Ontario, on September 8, 2026.
Judgment delivered from the Bench at Toronto, Ontario, on September 8, 2026.

REASONS FOR JUDGMENT OF THE COURT BY:

PAMEL J.A.

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REASONS FOR JUDGMENT OF THE COURT

(Delivered from the Bench at Toronto, Ontario, on September 8, 2026).

PAMEL J.A.

[1] The respondent, Moonfleet Poultry Inc. (Moonfleet), is in the business of poultry catching. In February 2024, it caught and loaded 9,990 Cornish chickens into 370 crates for transportation to a meat-packing plant in Arthur, Ontario. When the truck arrived, many of the animals were wet and there was steam coming from the trailer. Inspectors from the respondent, Canadian Food Inspection Agency (Agency), in attendance observed many birds with their

heads, necks and legs protruding from the gaps of the crates, along with fresh blood staining the floor and walls. In the end, 596 of the 9,990 chickens were either found dead or had to be euthanized shortly thereafter; this represented a mortality rate of 5.97% while the Agency considered a mortality rate of 1% or less to be normal.

[2] In January 2025, following its investigation into the incident, the Agency issued to Moonfleet a Notice of Violation (Notice) for having violated section 150(1)(a) of the *Health of Animals Regulations* (C.R.C., c. 296) (Regulations), enacted under the *Health of Animals Act* (S.C. 1990, c. 21). Subsection 150(1) of the *Regulations* states:

Conveyances and Containers

150 (1) No person shall load, confine or transport an animal, or cause one to be loaded, confined or transported, in a conveyance or container unless the conveyance and the container, if the animal is in a container, are designed, constructed, equipped, maintained and used to prevent the animal's suffering, injury or death and the conveyance and the container, if the animal is in a container, meet the following conditions:

- (a) they are suitable for the species of animal;
- (b) they prevent the animal's escape;
- (c) they provide adequate ventilation for each animal;
- (d) they provide a floor that prevents the animal from tripping,

Véhicules et caisses

150 (1) Il est interdit d'embarquer, de confiner ou de transporter, ou de faire embarquer, confiner ou transporter, un animal dans un véhicule ou une caisse, sauf si le véhicule et la caisse dans le cas où l'animal est dans une caisse, sont conçus, fabriqués, équipés, entretenus et utilisés pour lui éviter des souffrances, des blessures ou la mort et que le véhicule et la caisse dans le cas où l'animal est dans une caisse respectent les conditions suivantes :

- a) ils conviennent à l'espèce de l'animal;
- b) ils l'empêchent de s'en échapper;
- c) ils fournissent une ventilation adéquate à chaque animal;
- d) ils offrent à l'animal un plancher qui lui évite de

slipping and falling;	trébucher, de glisser et de tomber;
(e) they are not likely to collapse or topple over;	e) ils ne sont pas susceptibles de s'effondrer ou de basculer;
(f) they do not have exposed bolt heads, angles or other projections;	f) ils n'ont pas de têtes de boulons, d'angles ou d'autres saillies exposées;
(g) they do not contain objects that are unsecured;	g) ils ne contiennent pas d'objets non fixés;
(h) they have no insecure fittings;	h) aucune de leurs attaches n'est mal assurée;
(i) they can be cleaned except in the case of a container that is used for one-time animal transport; and	i) ils peuvent être nettoyés, sauf s'il s'agit d'une caisse utilisée pour un seul transport;
(j) in the case of a container, the animal is visible from outside the container or at least two of the container's outer sides have a readily visible sign or symbol indicating the presence within of a live animal and a readily visible sign or symbol indicating the upright position of the container.	j) soit l'animal est visible de l'extérieur de la caisse, soit au moins deux des côtés de la caisse sont pourvus sur leur face externe d'un signe ou d'un symbole facilement visible indiquant la présence à l'intérieur d'un animal vivant et d'un signe ou d'un symbole facilement visible indiquant le sens de la caisse.
(Emphasis added)	(Je souligne)

[3] In October 2025, Moonfleet challenged the Notice before the Canadian Agricultural Review Tribunal (Tribunal), alleging that each element of the violation had not been established. Following a two-day hearing, on October 10, 2025, the Tribunal ruled in favour of Moonfleet and cancelled the Notice and the associated penalty. The Agency now seeks judicial review of this decision pursuant to paragraph 28(1)(b) of the *Federal Courts Act* (R.S.C., 1985, c. F-7). The only issue before us is whether the Tribunal's decision was reasonable: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 (Vavilov)).

[4] At paragraph 4 of its decision, the Tribunal identified the elements of the violation as follows:

1. The person who is alleged to have committed the violation is properly identified in the Notice;
2. That person loaded and confined the animals in a container;
3. The animals were loaded and confined into a container which was not designed, constructed, equipped, maintained and used to prevent the animal's suffering, injury or death; and
4. The container was not suitable for the species of animal.

(Emphasis added)

Before the Tribunal, Moonfleet conceded that the first two elements of the violation were established. As a result, the Tribunal found that it had only to determine whether the Agency had established the last two elements. This is where the Tribunal made a reviewable error.

[5] The Tribunal determined that the third element of the violation had been met. It accepted as evidence photographs showing chickens, many dead, with their entire heads, necks, wings, and toes outside the crates. The Tribunal determined that given the stacking method used to stow the crates within the trailer, it was foreseeable that the chickens would become overheated and attempt to escape their crates to cool down during transportation. However, because of their small size, the crates in which they were loaded – although possibly suitable for larger chickens – were not adequate to prevent parts of their bodies from protruding through air holes and other small spaces as they were trying to escape. Consequently, the Tribunal found that it was “clear that the containers were not used to prevent the chickens in question from suffering, injury or

death because the holes were much too big to keep the young birds safely restrained for the trip they were about to make.”

[6] However, as regards what the Tribunal referred to as the fourth element of the violation - condition (a) of subsection 150(1) of the *Regulations* - the Tribunal found that the crates were suitable for the “species” of animal being transported, in this case, chickens. It determined that “Parliament intentionally used “species of animal” in paragraph (a) to create a relatively broad requirement of how the suitability of a container should be assessed (as against the species, rather than relating to each specific animal).” In essence, the *Regulations* did not look to distinguishing between different breeds of animal within a particular species. As chickens were a species, and the crates were suitable for the chicken species, the Agency, according to the Tribunal, failed to meet its burden to prove the final element of the violation.

[7] We find that the Tribunal misinterpreted subsection 150(1) of the *Regulations*. There were not four elements for the establishment of the alleged violation in this case but rather three, with the third element being a combination of two parts. Subsection 150(1) prohibits, amongst other things, the loading and confinement of animals in a container **unless** two requirements are met: the first is that the container is designed, constructed, equipped, maintained and used to prevent the animal’s suffering, injury or death, with the second being that the container meets conditions (a) to (j) of subsection 150(1). The word “and” separating the two requirements makes them conjunctive, meaning that both must be met if a person is not to be found in violation of the regulatory provision.

[8] Once it was determined that the Agency established that the crates “were not used to prevent the chickens in question from suffering, injury or death”, the conditions permitting the loading and confinement of the chickens under subsection 150(1) of the *Regulations* had not been met. One must read subsection 150(1) as a whole to determine whether a breach of that provision of the *Regulations* was established by the Agency. The Tribunal strayed beyond the limits set by the statutory language it was interpreting (*Vavilov* at para. 110) and did not explain how it determined there to be four elements of the violation that had to be established by the Agency, thus rendering its decision unreasonable.

[9] As a result, we will allow the application for judicial review, set aside the decision of the Tribunal and affirm the Notice. Considering the Tribunal’s findings, there is only one reasonable outcome in this case thus remitting the matter to the Tribunal for reconsideration would serve no useful purpose and would not constitute an efficient use of public resources (*Vavilov* at paras. 124, 142).

[10] As the Agency is not seeking costs, we will make no such award.

"Peter G. Pamel"

J.A.

FEDERAL COURT OF APPEAL

NAMES OF COUNSEL AND SOLICITORS OF RECORD

DOCKET:	A-383-25
STYLE OF CAUSE:	CANADIAN FOOD INSPECTION AGENCY v. MOONFLEET POULTRY INC.
PLACE OF HEARING:	TORONTO, ONTARIO
DATE OF HEARING:	SEPTEMBER 8, 2026
REASONS FOR JUDGMENT OF THE COURT BY:	LOCKE J.A. BIRINGER J.A. PAMEL J.A.
DELIVERED FROM THE BENCH BY:	PAMEL J.A.

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