

IN THE MATTER OF: The Nova Scotia *Human Rights Act* (the
"Act")

and

IN THE MATTER OF: Board File No. 51000-30-H10-1770

BETWEEN:

Beverly Mazurski

("Complainant")

- and -

St. Ann's Motel and Douglas and Christine Coolen

("Respondent")

- and -

The Nova Scotia Human Rights Commission

("NSHRC")

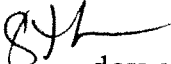
DECISION OF THE BOARD OF INQUIRY

This is my decision for the Board of Inquiry concerning the above matter. This inquiry was mandated to enquire into allegation of discrimination under s. 5(1)(a)(b)(o) of the Act on the grounds of disability discrimination due to a lack of accommodation. I have decided to conclude the inquiry after reviewing the settlement agreement presented by the parties and after considering the public interest.

The complaint was referred to me for conclusion by agreement among all parties pursuant to section 34(5) of the Act. I have reviewed the Settlement Agreement which is attached to this decision. It appears the settlement reflects the principal objectives of the *Human Rights Act* in educating

persons about the fundamental importance of human rights, educating on the values and purposes of human rights, and finally, in settling complaints as the preferred means of resolving human rights disputes that occur from time to time. I commend the parties for their success in reaching the settlement.

Finally, the public interest has been considered and served by resolving this complaint in the manner settled by the parties. I see no further reason to continue the inquiry.

Dated at Kentville, Nova Scotia, this  day of October, 2013.



Marion Hill
Board Chair

MARION S. HILL
A Barrister of the Supreme
Court of Nova Scotia

RESOLUTION AGREEMENT

BETWEEN:

Beverly Mazurski, complainant

AND:

**St. Ann's Motel and Doug and Christine
Coolen, respondent**

AND:

**THE NOVA SCOTIA HUMAN RIGHTS
COMMISSION**

hereinafter "HRC"

PREAMBLE

The parties to this matter have worked collaboratively to resolve the issues arising from the complaint Ms. Mazurski made under the *Nova Scotia Human Rights Act* against St. Ann's, alleging disability discrimination due to a lack of accommodation. Ms. Mazurski is deaf and requires the assistance of a guide dog. The Coolens are co-owner of St. Ann's Motel. Ms. Coolen has an allergy to dogs.

They have engaged restorative pre-board of inquiry processes to create a forward-looking plan. These components below form the plan and the Agreement.

Components of the Plan

Communication

1. The parties and the NSHRC have discussed the kinds of communication that need to be in place and maintained during the course of conversation that may involve an accommodation of a disability.
2. In this regard, Mr. Coolen understands now that a service dog is a working dog and not a pet. As such, Elmo the service dog requires accommodation, and should be allowed to stay in the Motel unless it creates an undue hardship for his business. Initially, when Pat asked if St. Ann's accepts service dogs, Mr. Coolen now understands it would have been helpful to ask for confirmation of registration of the dog as a service dog. This would then have led to a conversation about what kind of dog it was and whether or not his wife was allergic to this dog. Mr. Coolen regrets that he was unable to fully engage this conversation in a way that understood Bev's need and right to accommodation for a guide dog.
3. Pat Mazurski, Bev's mom, understands that if she had invited Bev and Elmo to come into the Motel with her, Mr. Coolen could have seen Elmo and Bev and Elmo's ID could have been shown. Mr. Coolen had some trouble understanding why Pat required a service dog initially in

the conversation. Some disabilities are “invisible,” however, such as epilepsy and require a guide even though the person does not appear to have a disability.

4. The conversation between the parties, which included the HRC legal counsel and restorative facilitator, Jenn Furlong, provided education on the legal obligations surrounding these circumstances.

Further Agreements

5. The parties understand and agree that:

- A. There is a duty on the part of the person with the disability to indicate what they need for accommodation. The parties understand that this communication has to be maintained at a respectful level throughout the entire accommodation conversation.
- B. When requested, the owner of a motel has an obligation to allow service dogs in the motel unless it is an undue hardship. In this case, Ms. Coolen has an allergy to dogs. It is helpful for the motel owner to advise the person requesting this accommodation that this is the reason for this barrier to service, that is, the allergy. This allows the person with a disability to know that it is not for discriminatory reason that the dog cannot be allowed to stay.
- C. Guide dogs are not pets. They are working animals who act as an aid, similar to a person who requires eye glasses. They help persons

with particular disabilities achieve a greater independence in their daily lives.

- D. The Coolens agree to note in their advertising, including their website, the reason why their motel is dog free. This will be done by August 1, 2013 and will read: "No animals please, owner allergy." This will allow persons with disabilities to know the reason for prohibiting dogs and at the same time, it will attract travelers who have dog allergies to the hotel. He will also similarly change the sign on his motel.
- E. The Cooles agree to write a letter of apology to Bev and Pat Mazurski.
- F. The RREI unit of the HRC agrees to develop and provide a one-page hand out on "Disability Accommodation Basics for Business" to the administrators at the Registry of Joint Stocks and to engage them in a dialogue about the possibility of including the handout in the information they send to new business start-ups. This handout will include as an example, information on accommodation persons with guide dogs.

Legal Issues


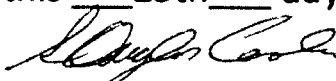
- 7. Ms. Mazurski, or anyone representing Ms. Mazurski or their estate, will not make any further claims or legal actions against St. Ann's, or anyone associated with them, on the facts arising from this complaint. Although there is no legal admission of liability, the parties acknowledge there are insights they have gained now that they were not aware of at the time.

8. The parties agree that if there are any problems implementing this Agreement, it will be forwarded to the HRC for further assistance/action.

The HRC may report publicly, the fact of the settlement, and its terms. All parties understand and agree that the terms of this Settlement Agreement may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, and as otherwise required by law.

9. The parties understand and agree that neither of them has received advice from staff, officers, mediators or the lawyer of the HRC, with respect to the terms of this settlement agreement; including but not limited to implications regarding taxation liability under the Income Tax Act, employment insurance benefit repayment, or insurance policy repayments.

SIGNED in South Haven, Nova Scotia, this 25th day of July 2013

 CHRISTINE COOLEN  DOUG COOLEN
Respondent

SIGNED in Hamilton, Ontario this 10 day of August 2013

 BEV MAZURSKI  PAT MAZURSKI
Complainant

By the signature of its authorized agent under Section 32(1) of the Act, the NSHRC gives its approval to the terms of this Agreement.

SIGNED in Halifax, his 20 day of September 2013

Per: *E. G. Miller*

THE NOVA SCOTIA HUMAN RIGHTS COMMISSION