

Tribunal Case No. _____

IN THE MATTER OF THE HUMAN RIGHTS CODE,
RSBC 1996, c 210 (as amended)

AND IN THE MATTER of a complaint before the
British Columbia Human Rights Tribunal

BETWEEN:

DAVID SHELDON

COMPLAINANT

AND:

UBER CANADA INC., UBER TECHNOLOGIES, INC.,
LYFT CANADA INC. AND LYFT, INC.

RESPONDENTS

Form 1.3 – COMPLAINT FOR GROUP OR CLASS

FACTUAL BASIS

Overview

1. Uber and Lyft choose not to provide wheelchair accessible transportation services throughout British Columbia. As a result, British Columbians who require the use of wheelchairs or similar assistive devices for mobility are unable to make use of Uber and Lyft's services. Uber and Lyft's refusal to accommodate the needs of British Columbians with physical disabilities has prevented these individuals from fully and freely participating in the economic, social, political and cultural life of British Columbia to the same extent as British Columbians without mobility disabilities. Uber and Lyft's systematic discrimination against British Columbians with physical disabilities breaches the *Human Rights Code*, RSBC 1996, c 20 [the "***Human Rights Code***"].

2. Uber and Lyft's policies are designed to and explicitly exclude physically disabled British Columbians who are reliant on wheelchairs for mobility from using their services. The Complainant seeks compensation for injury to dignity, feelings and self-respect on behalf of all individuals who have been victimized by Uber and Lyft's discriminatory policies in British Columbia as well as

compensation for lost wages, lost salary and expenses incurred due to Uber and Lyft's breaches of the *Human Rights Code*.

The Parties

3. The Complainant, David Sheldon, is a resident of British Columbia. The Complainant is an incomplete tetraplegic who is dependent on a motorized wheelchair for movement. The Complainant has attempted to access the services of Uber on several occasions, most recently on or around December of 2023. However, due to Uber's policy of not providing wheelchair accessible vehicles, the Complainant was prevented from using Uber's services.

4. The Complainant brings this complaint on his own behalf and on behalf of all individuals, whether or not resident in British Columbia, who use a wheelchair or similar assistive device and claim that they were unable to use Uber and/or Lyft's services in British Columbia because Uber and/or Lyft did not offer wheelchair accessible services, from January 24, 2020 until the date on which Uber and Lyft offer wheelchair accessible services in every region of British Columbia where they do business (the "**Class**", the "**Class Members**" and the "**Class Period**").

5. The Respondent Uber Canada Inc. is a company incorporated under the *Canada Business Corporations Act*, SBC 2002, c 57 [the "**Business Corporations Act**"] with an address for service at 5300-66 Willington Street West, Toronto, Ontario, M5I 1E6, Canada.

6. The Respondent Uber Technologies, Inc. is a company incorporated pursuant to the laws of Delaware with an address for service at 1209 Orange Street, Wilmington, Delaware, 19801, United States.

7. Uber Canada Inc. and Uber Technologies, Inc. are collectively "**Uber**".

8. The Respondent Lyft Canada Inc. is a company incorporate under the British Columbia *Business Corporations Act* with an address for service at 3500-1133 Melville Street, Vancouver, British Columbia, V6E 4E5, Canada.

9. The Respondent Lyft, Inc. is a company incorporated pursuant to the laws of Delaware with an address for service at 1209 Orange Street, Wilmington, Delaware, 19801, United States.

10. Lyft Canada Inc. and Lyft, Inc. are collectively "**Lyft**".

Uber and Lyft Choose Not to Offer Wheelchair Accessible Services British Columbia

11. Uber and Lyft offer ride-hailing services in British Columbia through their respective mobile applications and websites. After individuals select their departure and destination locations, departure time and choice of vehicles, Uber and Lyft connect individuals with a driver in the area who picks up and drops off individuals at their departure and arrival destinations, respectively.

12. Uber and Lyft are licensed to operate in British Columbia through British Columbia's Passenger Transportation Board. Uber and Lyft both began offering ride-hailing services in British Columbia on or about January 24, 2020.

13. Uber offers wheelchair accessible service in some geographic locations through UberWAV. UberWAV is a service that connects individuals with drivers whose vehicles are outfitted with accessories such as ramps or lifts that accommodate passengers with physical disabilities impacting their mobility.

14. Uber has never made UberWAV available in British Columbia outside of Nelson, Port Alberni, Powell River, Salmon Arm and Terrace. In any event, in regions where UberWAV is offered the UberWAV services are inadequate and frequently unavailable for wheelchair dependant persons.

15. Lyft accommodates some individuals with physical disabilities through LyftWAV. Through LyftWAV, individuals can request to be serviced by a vehicle that can accommodate wheelchairs or scooters. Lyft has not made LyftWAV available in British Columbia.

The Complainant and Class Members are Unable to Access Uber and Lyft's Services

16. The Complainant suffers from Guillain-Barré syndrome and is an incomplete tetraplegic. The Complainant is unable to walk under his own power and is dependent on a wheelchair for mobility. The Complainant is unable to travel in vehicles that are not wheelchair accessible as a result of his reliance on his wheelchair for mobility. The Complainant therefore requires wheelchair accessible vehicles for transportation.

17. Since becoming an incomplete tetraplegic, the Complainant has attempted to access Uber's services in British Columbia over a dozen times. The Complainant most recently attempted to access Uber's services in December of 2023. The Complainant has been unable to access Uber's services because Uber does not offer wheelchair accessible vehicles.

18. As a result of being unable to access Uber's services, the Complainant has been unable to attend, and has been late to, social and other functions and has been forced to wait by himself for wheelchair accessible transportation after his friends and family were picked up by an Uber. In one instance after the Complainant ordered an Uber, a driver arrived and, after observing that the Complainant required use of a wheelchair, departed without speaking with the Complainant.

19. These experiences have caused the Complainant discomfort and have resulted in the Complainant feeling ashamed, embarrassed, humiliated and fearful of his safety.

20. Each of the Class Members has experienced adverse impacts similar to those experienced by the Complainant due to Uber and Lyft's decisions not to provide wheelchair accessible services. The adverse impacts suffered by the Class Members occurred due to their physical disabilities.

SUBMISSION

21. Uber's refusal to offer wheelchair accessible services in British Columbia and Lyft's refusal to offer wheelchair accessible services in British Columbia, or in the alternative only inadequate wheelchair accessible services, each constitute a contravention of section 8 of the *Human Rights Code*.

22. Section 8 of the *Human Rights Code* prohibits discrimination with respect to accommodations, services and facilities:

Discrimination in accommodation, service and facility

8 (1) A person must not, without a bona fide and reasonable justification,

(a) deny to a person or class of persons any accommodation, service or facility customarily available to the public, or

(b) discriminate against a person or class of persons regarding any accommodation, service or facility customarily available to the public

because of the Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or class of persons.

(2) A person does not contravene this section by discriminating

(a) on the basis of sex, if the discrimination relates to the maintenance of public decency or to the determination of premiums or benefits under contracts of life or health insurance, or

(b) on the basis of physical or mental disability or age, if the discrimination relates to the determination of premiums or benefits under contracts of life or health insurance.

23. In order to establish a *prima facie* breach of section 8 of the *Human Rights Code*, the Complainant is required to establish that he and the Class Members each have a disability protected by the *Human Rights Code*, that the Respondents each provide a “service” within the meaning of the *Human Rights Code*, that the Complainant and Class Members have experienced an adverse impact with respect to the Respondents’ services and that the Complainant and Class Members’ disabilities were a factor in the adverse impact.

24. The Complainant is an incomplete tetraplegic and requires use of a wheelchair for mobility. The Complainant therefore has a physical disability within the meaning of the *Human Rights Code*. As set out in the Class Definition, each of the Class Members uses a wheelchair or similar assistive device and is reliant on wheelchair accessible services for transportation. Each of the Class Members therefore has a physical disability within the meaning of the *Human Rights Code*.

25. The ride-hailing services offered by Uber and Lyft are each a “service” within the meaning of the *Human Rights Code*.

26. Uber and Lyft’s decisions to not provide wheelchair-accessible vehicles has had the adverse effect of preventing the Complainant and Class Members from hailing wheelchair accessible vehicles through these companies. Due to the Complainant and Class Members’ reliance on wheelchairs or similar assistive devices for mobility, Uber and Lyft’s policies of not providing wheelchair accessible services inhibits the ability of the Complainant and Class Members to participate in life outside of their homes.

27. For example, Uber and Lyft’s misconduct has prevented the Complainant and Class Members from attending social events with friends, families and communities, partaking in political demonstrations and reliably forecasting their arrival time at events. Consequently, the Complainant and Class Members have been isolated from their social circles, refused the same access to their communities as others, prevented from advocating their political views and barred from accessing employment and other economic-related activities. As a result, Uber and Lyft’s refusal to provide wheelchair-accessible vehicles has prevented the Complainant and Class Members from fully and freely taking part in the economic, social, political and cultural life of British Columbia on an equal footing with able-bodied residents.

28. The Complainant and Class Members' mobility disabilities were a factor in their inability to hail wheelchair accessible trips through Uber and Lyft because Uber and Lyft each have a policy of not offering wheelchair-accessible services, services upon which the Complainant and Class Members depend due to their disabilities. These policies are designed to exclude the Complainant and Class Members based on their physical disabilities. If Uber and Lyft provided the same services to the Complainant and Class Members that they do to able-bodied British Columbians, the Complainant and Class Members would not be experiencing the harm described above.

29. There is no bona fide and reasonable justification for the adverse impact that Uber and Lyft's decisions to not offer wheelchair accessible service have had on the Complainant and Class Members.

30. For these reasons, Uber and Lyft's refusal to provide wheelchair accessible services in British Columbia contravenes section 8 of the *Human Rights Code*.

REMEDY SOUGHT

31. The Complainant seeks on his own behalf and on behalf of the Class Members:

- a) an order under section 37(2)(d)(ii) of the *Human Rights Code* that Uber compensate Class Members who were prevented from using Uber's services in British Columbia for any wages or salary lost, or expenses incurred, as a result of Uber's refusal to offer wheelchair accessible services in British Columbia;
- b) an order under section 37(2)(d)(ii) of the *Human Rights Code* that Lyft compensate Class Members who were prevented from using Lyft's services in British Columbia for any wages or salary lost, or expenses incurred, as a result of Lyft's refusal to offer wheelchair accessible services in British Columbia;
- c) an order under section 37(2)(d)(iii) of the *Human Rights Code* that Uber compensate Class Members who were prevented from using Uber's services in British Columbia for the injuries to their dignity, feelings and self-respect that they have suffered as a result of Uber's refusal to offer wheelchair accessible services in British Columbia, including by way of aggregate damages;
- d) an order under section 37(2)(d)(iii) of the *Human Rights Code* that Lyft compensate Class Members who were prevented from using Lyft's services in British Columbia

for the injuries to their dignity, feelings and self-respect that they have suffered as a result of Lyft's refusal to offer wheelchair accessible services in British Columbia, including by way of aggregate damages; and

- e) post-judgment interest on any compensation awarded from the date that the Tribunal orders the compensation until the date that it is paid in full based on the rates set out in the *Court Order Interest Act*, RSBC 1996, c 79.

Respectfully submitted on behalf of David Sheldon and the Class Members.

Slater Vecchio LLP



Saro Turner, Barrister & Solicitor