

THE HONOURABLE MR. JUSTICE LEONARD RICCHETTI
REGIONAL SENIOR JUSTICE
SUPERIOR COURT OF JUSTICE

ONTARIO



L'HONORABLE JUGE LEONARD RICCHETTI
COUR SUPÉRIEURE DE JUSTICE

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August 21st , 2023

Re: Calendly Scheduling Issues due to Improper Conduct and lack of followed Directions

Counsel/Parties,

You are receiving a copy of this letter as you have scheduled or dealt with hearing dates using Calendly.

From our records, it appears that the manner the hearing was scheduled through Calendly was not in accordance with the directions set out in the CW Notice to the Profession and Parties nor with the Undertakings/Confirmations required when using Calendly.

In particular, the court records suggest that, in your particular matter, one or more of counsel and/or party(s) one or more of the following occurred:

- a) Counsel/party booking two hearing “slots” on the same date for the same matter.
- b) Counsel/party booking multiple dates for the same motion.
- c) Unilateral (i.e. without consent of all interested party(s)) cancellation of already scheduled hearing dates.
- d) Counsel/party (who can’t agree on a date) resulting in two motions scheduled for the same hearing on different dates.
- e) Counsel/party book multiple “place holder” motion dates.
- f) Counsel/party book a date, cancel that date, book a new date, cancel that date, book a new date and so on. This utilizes multiple hearing slots.
- g) Counsel/party book a new date and do not cancel the previous hearing date.

- h) Counsel/party not including the Title of Proceedings or the required information regarding other interested party(s) when booking in Calendly.
- i) After having scheduled a hearing date, counsel/ party do not comply with their Undertaking/Confirmation to file their complete Motion Record. For example, not filing their motion materials or not filing Confirmations.
- j) When counsel decide not to proceed with the motion, counsel do not cancel the hearing date.
- k) Counsel/party filing Confirmations late. Indulgences for late filing are at an end. Hearing dates will be cancelled. Unless the mistake is clearly the fault of the Trial Coordinator's Office, the matter will NOT be place on the motion's list. There is no excuse for filing Confirmations late.
- l) When a matter is settled, counsel/party must vacate the date if more than 7 days. If it is within 7 days, counsel/party are to advise the Trial Coordinator's Office.
- m) If the hearing date is not cancelled within 7 days of the hearing date, counsel/party must attend at the hearing date.
- n) Counsel/party cannot adjourn a scheduled hearing date *sine die*. That can only be done by a judge.
- o) Only Brampton matters should be scheduled for Brampton regular motions.

Attached is a copy of an endorsement in *Rinaldi v. Rinaldi* – FS-21-00099789-00.

The above conduct must stop. This conduct negatively effects all counsel and parties.

If this conduct continues, counsel or the party should expect to receive an order requiring counsel/party to attend in court to explain their improper use of the Calendly system.

Sincerely,



The Honourable Justice L. Ricchetti
Regional Senior Justice of Central West Region
LR/bz

CITATION: Rinaldi v. Rinaldi, 2023 ONSC 4642
COURT FILE NO.: FS-21-00099789-00
DATE: 2023 08 11

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Rosanna RINALDI and Alessandro RINALDI

BEFORE: RSJ L. RICCHETTI

COUNSEL: C. Struthers, for the Applicant, Rosanna Rinaldi

A. Crossley, for the Respondent, Alessandro Rinaldi

HEARD: August 11, 2023, by Videoconference

ENDORSEMENT

[1] This was a procedural conference.

[2] After attempts to agree upon a motion date (which attempts failed), counsel for the moving party/Applicant simply booked a motion date in Calendly.

[3] The opposing counsel/Respondent unilaterally proceeded to cancel that motion date in Calendly.

[4] The Respondent's counsel suggested that the Trial Coordinator's Office advised her that a "consent" to the hearing date is necessary. I do not accept this explanation.

[5] Since May 1, 2023, regular motions are booked through Calendly.

[6] Calendly requires Undertakings and Confirmations to be confirmed by counsel or the booking party.

[7] The first Undertaking and Confirmation is that attempts were made to select a mutually convenient date with opposing counsel.

[8] If counsel for the scheduling party had given this Undertaking/Confirmation but had not made attempts to agree on a mutually convenient date for the motion, then that counsel would have breached their Undertaking to this court and there could be serious consequences to counsel.

[9] I am not suggesting that occurred in this case.

[10] Why? Since May 1, 2023, the Trial Coordinator's Office is not involved in scheduling regular motions. The court relies on the Undertaking and Confirmations in Calendly.

[11] Besides in this case, Respondent's counsel confirmed she cancelled the motion because she too had wanted to bring a motion, there wasn't an agreement on a date for her motion and she was not available on the date Applicant's counsel had booked the hearing date for the Applicant's motion. This underscores why it is essential for counsel to cooperate and agree upon a

mutually agreeable hearing date(s) or there may be consequences such as counsel being forced to book a date that is not agreed upon nor convenient. But then the non-responding counsel has no one to blame but themselves for not responding or cooperating.

[12] In this case, the court offered Responding counsel the opportunity to have this proceed by way of a motion where Applicant's counsel could put forward evidence of her attempts to get cooperation on a convenient date for her motion and that if the Applicant's counsel did not hear a response from the Respondent's counsel, the Applicant's counsel would unilaterally book this date.

[13] The Respondent's counsel declined to proceed with such a motion.

[14] In any event, an absolute requirement for the consent of the opposing counsel/party has never been a requirement to book a motion – even before May 1, 2023. Such a requirement would permit one party to unilaterally block or delay a motion being scheduled.

[15] On the issue of unilaterally cancelling a motion scheduled in Calendly, the Central West (CW) Notice to the Profession and Parties is very clear - opposing counsel/party CANNOT cancel a hearing date in Calendly UNLESS IT IS ON CONSENT.

[16] That is exactly what Respondent's counsel did in this case. Explanations as to why they did so without the consent of the Applicant are irrelevant. The matter could and should have been dealt with by the motions judge.

[17] The abuse of the Calendly scheduling system must stop.

[18] The Calendly system was introduced to avoid multiple unused dates (and the resulting delay in scheduling motions and wasted judicial resources) and to streamline scheduling by counsel without having to contact the Trial Coordinator's Office.

[19] But there are some counsel and parties who simply ignore the rules. They do not care that other counsel, and their clients, pay the price of longer than necessary delays in obtaining booking dates or wasting judicial resources – such as unused hearing time and today's conference.

[20] Counsel MUST COMPLY with the CW Notice to the Profession and Parties, and the Calendly Undertakings/Confirmations.

[21] Failure to do so may result in counsel being required to attend a conference before me or the LAJ (as was required here). Such conduct may also result in a cost award against counsel; or may result in other serious consequences for repeated abuse.

[22] A breach by counsel – officers of the court – of their Undertaking to this court is a very serious matter.

[23] The abuse by counsel and parties of the Calendly system includes the following:

- a) Counsel booking two hearing “slots” on the same date to attempt to have a long motion heard that day.
- b) Counsel booking multiple dates for the same motion.
- c) Unilateral (i.e. without consent of all interested party) cancellation of scheduled hearing dates.
- d) Counsel who can’t agree on a date resulting in both counsel booking motion dates. The result is that two motions are booked for the same hearing.
- e) Counsel book multiple “place holder” motion dates – knowing that they only need one motion date.
- f) Counsel book a date, cancel that date, book a new date, cancel that date, book a new date and so on. This utilizes multiple hearing slots.

- g) Counsel book a new date and do not cancel the previous hearing date – now two hearing dates are taken up but only one is used.
- h) Counsel not including the Title of Proceedings when booking in Calendly. The hearing can't be booked and then counsel call to complain to the Trial Coordinator's Office.
- i) Very regularly, counsel, after having booked a hearing date, do not comply with their Undertaking/Confirmation to file their complete Motion Record. Most often nothing at all is filed.
- j) When counsel decide not to proceed with the motion for whatever reason, counsel do not cancel the hearing date (even when they know this more than 7 days before). This prevents other counsel from booking the early date.
- k) Counsel filing their Confirmations late. Indulgences for late filing are at an end. Confirmations are filed last minute (or often late). The motion date is cancelled. Then counsel write to the court and ask that the matter be put on the list. That common practice comes to an end. Motions are scheduled well in

advance. There is no obligation to file the Confirmations on the date they are due. They can be filed before they are due. So, there is no excuse for filing Confirmations late by waiting until the afternoon to file the Confirmations. That is the risk counsel choose to take.

- l) Counsel have scheduled a Small Claims Court motion in SCJ!
- m) When a matter is settled, counsel must vacate the date if more than 7 days. If it is within 7 days, counsel are to advise the Trial Coordinator's Office.
- n) Cancelling a date shortly before the hearing date. If the hearing date is not cancelled within 7 days of the hearing date, counsel must attend at the hearing date. It is not sufficient that counsel cancel the hearing within 7 days of the hearing and assume they don't have to attend. The CW Notice to the Profession and Parties is clear on this.
- o) Counsel cannot adjourn a scheduled hearing date *sine die*. That can only be done by a judge.

- p) One counsel even booked a hearing date for a non-Brampton matter.

[24] Counsel/parties who have abused the Calendly booking system will be receiving a letter from me regarding this very serious conduct which directly affects all counsel and the public.

[25] Returning to this matter. The motion was rescheduled for September 21, 2023. This date is peremptory on the parties. Neither party shall cancel this date unless it is on consent.



RSJ L. RICCHETTI

Released: August 11, 2023

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COURT FILE NO.: FS-21-00099789-00
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**SUPERIOR COURT OF JUSTICE -
ONTARIO**

RE: Rosanna RINALDI *and*
Alessandro RINALDI

COUNSEL: C. Struthers, for the Applicant,
Rosanna RINALDI

A. Crossley, for the
Respondent, Alessandro
RINALDI

ENDORSEMENT

RSJ L. RICCHETTI

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