

Uber Technologies Inc. v. Heller

Uber Technologies Inc. v. Heller, 2020 SCC 16, [2020] 2 S.C.R. 118

Aidan Seto

LSOU Publications

19 February 2024

Background Info

David Heller offered food delivery service under Uber Technologies Inc. Before signing with Uber Technologies, Heller was required to agree to Uber's standard form services agreement. According to the standard form services agreement, disputes or issues with Uber are required to go through arbitration and mediation in the Netherlands. Additionally, A fee that represented most of Heller's income was required to initiate the arbitration and mediation process.¹ Uber Technologies Inc. also has a statement that indicates their drivers are "independent contractors" rather than "employees."

In 2017, Heller filed a case against Uber Technologies on behalf of the other drivers working under the company. Heller argued that the company's arbitration clause clashes with the employment standard legislation in Canada. Hence, Heller believed that he was treated unfairly by being classified as an "independent contractor" rather than an "employee." However, due to the standard form of service agreement stated under Heller's contract, Uber responded by reiterating their standard form of service agreement on how arbitration and mediation should take place abroad in the Netherlands.

Employment Standards Legislation/Federal Labour Standards in Canada

The employment standards legislation in Canada consists of "minimum legal requirements that an employer must follow within areas such as minimum wage, statutory holidays, vacation and leaves, notice of termination and severance pay and many more."²

Ontario *International Commercial Arbitration Act*

Uber Technologies argued against Heller by introducing the Ontario *International Commercial Arbitration Act*. The act states that all private arguments/disputes between parties from different countries should be dealt with by an external arbitrator and that the court should not intercept issues that occur between two private parties.³

Ontario *Arbitration Act*

The Ontario Arbitration Act Heller responded against Uber Technologies' link to the *International Commercial Arbitration Act* by acknowledging that since Heller works for Uber in Ontario, Heller has the right to decide whether or not they agree to the arbitration process that Uber Technologies upholds within their business.

Precedent cases

The court introduced precedent cases including *Dell Computer Corp. v. Union des consommateurs* and *Seidel v. TELUS Communications Inc.* The framework established in the precedent cases stated that "a court should refer all challenges to an arbitrator's jurisdiction to the arbitrator unless they raise pure questions of law, or questions of mixed fact and law that require only superficial consideration of the evidence in the record."⁴ Hence, the law should

¹ *Uber Technologies Inc. v. Heller (2020)*

² *Employment Standards in Provinces and Territories*

³ *International Commercial Arbitration*

⁴ *Uber Technologies Inc. v. Heller (2020)*

only intervene in disputes if the issues being handled are ideologies prominent in the field of law or legalities.

When should the law intervene?

Two points were specified to decide whether Heller's case was worth intervention from the Canadian court of law.

- (1) If access to arbitration is too costly or inaccessible
- (2) If the external arbitration violates or finds a loophole in mandatory local policy⁵

With relation to Heller's case, it could be suggested that the two points established in law intervention are violated as the arbitration in the Netherlands was inaccessible and found a loophole around the employment standards legislation in Canada.

Holding/Conclusion

The court concluded that there were flaws behind the upholding of the arbitration clause. With the court ruling in favour of Heller, this meant that Heller would be able to file a lawsuit against Uber Technologies Inc.⁶

⁵ *Uber Technologies Inc. v. Heller (2020)*

⁶ *Implications of Uber Technologies Inc. v. Heller: Insights*

Works Cited

Supreme Court of Canada. “Uber Technologies Inc. v. Heller.” Supreme Court of Canada, 2020.

<https://decisions.scc-csc.ca/scc-csc/scc-csc/en/item/18406/index.do>.

Radnoff, Brian N. “Implications of Uber Technologies Inc. v. Heller: Insights.” Dickson Wright, August 2020.

<https://www.dickinson-wright.com/news-alerts/radnoff-uber-v-heller>.

ADP. “Employment Standards in Provinces and Territories: ADP Canada.” Employment Standards in Provinces and Territories | ADP Canada, 2024.

<https://www.adp.ca/en/resources/compliance-and-legislation/employment-standards-in-canada/provinces-and-territories.aspx#:~:text=The%20employment%20standards%20legislation%20in,severance%20pay%20and%20many%20more>.

Government of Australia “International Commercial Arbitration.” Australian Government Attorney-General’s Department, May 5, 2023.

[https://www.ag.gov.au/international-relations/private-international-law/international-commercial-arbitration#:~:text=International%20commercial%20arbitration%20\(ICA\)%20is,courts%20of%20a%20particular%20country](https://www.ag.gov.au/international-relations/private-international-law/international-commercial-arbitration#:~:text=International%20commercial%20arbitration%20(ICA)%20is,courts%20of%20a%20particular%20country).

Duncan, Linton LLP. “About the Ontario Arbitration Act.” Duncan, Linton LLP, August 24, 2017.

<https://www.kwlaw.net/about-the-ontario-arbitration-act/#:~:text=In%20Ontario%2C%20the%20Arbitration%20Act,has%20arisen%20will%20be%20resolved>.

Radnoff, Brian. “Implications of Uber Technologies Inc. v. Heller: Insights.” Dickinson Wright, 2020.

<https://www.dickinson-wright.com/news-alerts/radnoff-uber-v-heller#:~:text=Uber%20Technologies%20Inc.,v.,in%20a%20standard%20form%20contract>.