



Ontario
Energy
Board | Commission
de l'énergie
de l'Ontario

DECISION AND ORDER ON COST AWARDS

EB-2025-0286

IMPALA CANADA LTD.

**Application for approval to expropriate interests in two parcels of
lands in the District of Thunder Bay in Ontario**

BEFORE: Shahrzad Rahbar
Presiding Commissioner

Damien A. Côté
Commissioner

Robert Dodds
Commissioner

July 14, 2026

OVERVIEW

On October 3, 2025, Impala Canada Ltd. (Impala) applied to the Ontario Energy Board (OEB) under section 99 of the *Ontario Energy Board Act, 1998, S.O. 1998, c. 15, (Schedule B)* (OEB Act), for an order granting approval to expropriate certain interests in two parcels of lands in the District of Thunder Bay in Ontario.

The OEB granted North Star Forestry Ltd. (North Star) intervenor status and cost award eligibility.

On May 21, 2026, the OEB issued its Decision and Order in which it set out the process for cost claims.

Background

On June 4, 2026, North Star filed its cost claim in the amount of \$50,136.97. On June 11, 2026, Impala filed an objection to North Star's cost claim. North Star filed a response to the objection on June 17, 2026.

Section 5.01 of the OEB's *Practice Direction on Cost Awards* (Practice Direction) lists the considerations to be taken into account by the OEB when awarding cost awards.

Impala submits that North Star's cost claim was not submitted in accordance with section 5.01(b) of the Practice Direction. In particular, Impala argued that by not serving the cost claim on Impala, North Star failed to comply with the OEB's direction in the Decision and section 10.02 of the Practice Direction. Impala further noted that, but for its confirmation via the OEB's website, it would not have known that the cost claim had been submitted. As a result, Impala requested that North Star's cost award be reduced by 50%. Impala also submitted that this reduction would result in a more reasonable reflection of the number of hours North Star should have spent on the proceeding, noting that it is "the appropriate number of hours that should have been spent by an intervenor"¹.

North Star replied that its costs claim should be approved in full. North Star submitted that the OEB's requirement that cost claims be prepared and submitted using an online cost claim filing system is relatively recent and unfamiliar to North Star. North Star conceded that it incorrectly assumed that the OEB system would provide a copy to their cost claim to Impala and expressed regret for the inadvertent oversight.

As to the quantum of the cost award sought, North Star argued that its oversight in relation to section 10.02 of the Practice Direction should have no bearing on the quantum of costs it is entitled to. North Star submitted that Impala identified no prejudice whatsoever which

¹ Impala Objection, page 2 of 2.

are relevant to assessing the appropriate quantum of costs, submitting that it would be “disproportionate and unfair for the OEB to sanction North Star by reducing the quantum of costs ordered”². North Star indicated that the time incurred “to respond to the application is commensurate with the scope and complexity of the issues raised”³.

Findings

There are 2 issues to address in this decision, namely North Star’s failure to follow certain process provisions of the Practice Direction, and the amount of the cost award.

Practice Direction Process Requirements

The OEB finds that Impala suffered no harm from North Star’s non-compliance with s. 10.02 of the Practice Direction.

The OEB agrees with Impala’s assertions that North Star failed to adhere to s. 10.02 of the Practice Direction. While Impala focusses on the service aspect of s. 10.02, the OEB notes that North Star also failed to comply with the other aspect of s. 10.02 by not accompanying their cost claim with “a letter addressing the reasons why costs should be awarded”: (emphasis added)

10.02 Cost claims pertaining to a process **must be accompanied by a letter addressing the reasons why costs should be awarded**, and **shall be filed with the Board and served on the party(ies) paying the cost awards within the time and in the manner determined by the Board** in respect of the process.

The above notwithstanding, the OEB finds that neither of the above-noted procedural defects undermine North Star’s cost claim.

Firstly, section 5.01(b) of the Practice Direction – specifically the obligation to comply “with the Board’s orders, rules, codes, guidelines, filing requirements (...)” – applies to the entirety of the proceeding, not only the cost claim process. There is no evidence in this case of a broader pattern of non-compliance on the part of North Star; rather, there is a single incident, namely the one discussed herein. North Star acknowledged and expressed regret for its oversight.

Secondly, were Impala at risk of potential prejudice due to North Star’s s. 10.02 non-compliance, it could have requested from the OEB additional time to prepare its objection to North Star’s cost claim. Impala made no such request and instead filed its cost claim objection in accordance with the timeline directed by the OEB.

² North Star Reply, page 2 of 3.

³ North Star Reply, page 2 of 3.

As such, the OEB is satisfied by the reasonableness of North Star's explanation as to the cause of their s. 10.02 non-compliance and does not consider the remedy sought by Impala - consisting of imposing a 50% reduction to the North Star cost award - to be warranted.

Cost Award Amount

The OEB approves North Star's costs claim for payment in full by Impala and therefore denies Impala's request to impose a 50% reduction.

Other than the above procedural defect, North Star has otherwise complied with section 5.01 of the Practice Direction. North Star participated responsibly in the process; contributed to a better understanding of the issues; complied with the OEB's orders, rules, codes, guidelines, and filing requirements; did not engage in any conduct that tended to lengthen the process unnecessarily; and did not engage in any conduct which the OEB considers inappropriate or irresponsible.

The OEB also finds that the number of hours expended by North Star are commensurate with the scope and complexity of the issues examined in this proceeding. Impala's submission in relation to the "appropriate number of hours that should have been spent by an intervenor" is unaccompanied by any supporting benchmarks, standard, or other objective norms. By contrast, North Star's cost claim provides a line-by-line breakdown of the costs incurred, inclusive of description.

The OEB finds that the cost claims are reasonable and shall be reimbursed by Impala.

THE ONTARIO ENERGY BOARD ORDERS THAT:

1. Pursuant to section 30 of the *Ontario Energy Board Act, 1998*, Impala shall immediately pay the following amounts to the intervenors for their costs:

- North Star Forestry Ltd. \$50,906.28

DATED at Toronto July 14, 2026

ONTARIO ENERGY BOARD

Ritchie Murray
Registrar