French Interpretation Is a Protected Right, But Who Pays?

Mr. Caron is an Albertan born man who was educated in Quebec. As a result, his primary language is French and his English is rudimentary, making English interpretation necessary for him to comprehend court proceedings.

The relevant court proceedings arose this way: Mr. Caron formerly worked for the City of Edmonton as a labourer. He filed a claim with the Alberta Human Rights and Citizenship Commission based on language-based discrimination in his employment with the City of Edmonton. The Director of the Human Rights Commission denied his claim. This denial forms the basis of a judicial review for which Mr. Caron requires an interpreter. The Director and the City of Edmonton acknowledge the requirement for an interpreter, but suggest that it is Mr. Caron's responsibility to pay for that service.

In rendering its decision, the Court outlined the legislative protections on the use of either English or French:

- Section 133 of the Constitution Act expressly states that either French or English may be used by any person in any Court of Canada.
- s. 7 of the Charter of Rights and Freedoms -the Right of life, liberty and security of the person protects the rights of individuals to participate in their legal proceedings. This requires that that individual understand the language of the proceedings.
- s. 14 of the Charter expressly protects the same principle - a party or witness in any proceeding who doesn’t understand or speak the language in which the proceedings are conducted or who is deaf has the right to the assistance of an interpreter.
- s. 4(1)(b) Alberta's Language Law - French or English may be used in oral communication in proceedings before the Court of Queen's Bench.

Since the right to either language is entrenched in the Constitution on more that one occasion, and again in other legislation, the right is fundamental to Canadian justice and must be given substantive meaning. Such a fundamental right should not bear the indirect restriction of the individual requiring the service to provide the cost of that service. Interpreting services ought to be provided by the government.

Besides the legislative and analytical reasons, the Court also outlines a practical reason supporting the principle that language interpretation costs (so long as the requirement of an interpreter is established) should be borne by the government. If Mr. Charon was required to pay for his own interpreter, then it could not be said that his submissions would not be

recorded by an independent person.

Notably, the Court points out at its conclusion that its decision is "limited to the proceedings in the Court of Queen's Bench" where the Government is a party. They suggest that the principles outlined in the case may have broader application, but those applications are not addressed here.

Sources:

Caron v. Alberta (Human Rights and Citizenship Commission), 2007 ABQB 525.