

CANADA

SUPERIOR COURT

(Civil Division)

PROVINCE OF QUEBEC
DISTRICT OF QUEBEC

No.

BURN 24/7 CANADA WORSHIP
MINISTRIES SOCIETY, a non-profit
corporation, [REDACTED]

Plaintiff

v.

CITY OF QUEBEC, a public law corporation
acting through ExpoCité, [REDACTED]

Defendant

and

SEAN FEUCHT, natural person [REDACTED]

Respondent

ORIGINATING APPLICATION

IN SUPPORT OF ITS CLAIM, THE PLAINTIFF STATES:

A) Overview

1. On July 23, 2025, the City of Quebec (hereinafter "**City**") unilaterally and without notice terminated a lease, **Exhibit P-1 ("Lease")**, which it had entered into on July 4, 2025, with the plaintiff Burn 24/7 Canada Worship Ministries (hereinafter "**Burn 24/7 Canada**") for the purpose of holding a worship and prayer event.
2. The plaintiff is seeking reimbursement of the rent it paid to the City in

consideration for the Lease, punitive damages, and various declarations of infringement of its fundamental rights under the *Charter of Human Rights and Freedoms of Quebec* ("**CHRF**") and the *Canadian Charter of Rights and Freedoms* ("**CCRF**").

B) The parties

3. Based in British Columbia, the plaintiff Burn 24/7 Canada is a Christian non-profit organization dedicated to organizing musical worship and prayer events in the spirit of Christ's Great Commission, as evidenced by the extract from the British Columbia Business Registry, produced in support of the present case in **Exhibit P-2, in bundle**).
4. Feucht, a former pastor, is an American singer-songwriter whose repertoire consists almost exclusively of contemporary Christian evangelical worship music.
5. Feucht became known in Canada during the summer of 2025 while touring the country, having been portrayed negatively in the media because of his pro-life beliefs, his criticism of the LGBT movement, and his support for U.S. president Donald Trump.
6. The defendant City acted under the Lease through ExpoCité, a commission appointed by the City under section 62 of Schedule C of its Charter.

C) The Canadian tour

7. As part of its evangelical mission, the plaintiff invited Feucht to take part in a Canadian tour featuring him, to be held during the summer of 2025, following an east-to-west itinerary from the Maritimes to British Columbia.
8. In preparation for this tour, on July 4, 2025, the Lease was entered into, with the City agreeing to rent space to the plaintiff for the purpose of holding a worship and prayer event.
9. The lease was concluded for a rent of \$2,043.00 plus taxes, or \$2,609.93, which the plaintiff paid in full on July 14, 2025, as shown in the transaction statement produced in support of the present case in **Exhibit P-3, in bundle**.

D) The wave of cancellations

10. Feucht's Canadian tour was scheduled to begin on July 23, 2025, at the historic site of York Redoubt in Halifax, but Parks Canada announced the day before that it had canceled its permit for "safety" reasons following calls for protests at the site by protesters.
11. A few hours after this announcement, the cities of Charlottetown and Moncton, where Feucht was scheduled to perform on July 24, 2025, followed suit, also citing "security" reasons.
12. On July 23, 2025, the City announced in the media the cancellation of the event scheduled for the following day, alleging that the presence of a "controversial" artist had not been disclosed in the lease agreement,

according to the City's written statement reported in the media (**Exhibit P-4**):

"The presence of a controversial artist was not mentioned in the contract between ExpoCité and the promoter of the concert scheduled to take place on its site on Friday. With the new information brought to its attention, ExpoCité decided to terminate the contract."

13. According to the press secretary for the mayor of Quebec City, the City did not hesitate before taking action (Exhibit P-4): "As soon as we understood what was happening, we made the necessary decision."
14. In a letter sent to the plaintiff on the same day (**Exhibit P-5**), the City stated that the presence of an "artist who generates significant controversy has consequences for ExpoCité's reputation."
15. In the same letter, the City referred to section 4.4 of Appendix E of the Lease, which is intended to protect the public from illegal solicitation, quoting the last sentence of that section (underlined below):

"4.4 The lessee must take appropriate verification measures to protect the public from any form of illegal solicitation. In this regard, the lessee shall ensure that exhibitors, collaborators, and associates are not subject to prosecution or complaints under consumer protection laws or the Criminal Code in connection with their areas of business. The tenant acknowledges ExpoCité's right to take such measures as it deems appropriate to put an end to any behavior or activity that, in its opinion, is likely to adversely affect the interests or reputation of ExpoCité, without prejudice to any of its rights and remedies against the tenant or its exhibitors, collaborators, or associates."

16. In conclusion, the City claimed to invoke section 6.1(b) of the Lease to obtain its termination, as if the latter gave it the power to do so:

"6.1 ExpoCité reserves the right to terminate this agreement at any time if:

b) the lessee fails to fulfill any of the terms, conditions, commitments, and obligations incumbent upon it under this agreement, including the use of the premises for purposes other than those provided for".

17. Such an interpretation of the clauses of the Lease by the City demonstrates its malice and bad faith, and an intention to cause harm. In fact, the reasons given by the City are so far-fetched and so far removed from the principle of legality (rule of law) that they border on the irrational.

E) Violation of fundamental rights and freedoms

18. The City has violated, without rights and without reasonable justification, the following constitutional and quasi-constitutional guarantees, for which the plaintiff claims full protection:

16.1 Freedom of religion, in accordance with Article 3 CHRF and Article 2(a) CCRF;

16.2 Freedom of expression and opinion, in accordance with Article 3 CHRF and Article 2(b) CCRF;

16.3 Freedom of peaceful assembly, in accordance with Article 3 CHRF and Article 2(c) CCRF;

16.4 The right to equality without discrimination on the basis of religion or political beliefs, particularly in the conclusion of legal acts and access to public places, in accordance with Articles 10, 12, 13, and 15 CHRF and Article 15 CCRF.

F) Appropriate remedies

19. On a contractual basis, the plaintiff is entitled to a refund of the \$2,609.93 paid to the City.

20. Under the same section 49 of the CHRF, the plaintiff seeks a judicial declaration of unjustified infringement of her rights to freedom of religion, expression, opinion, peaceful assembly, and non-discrimination on the basis of religion or political opinion.

21. Under paragraph 24(1) CHRF, the plaintiff is claiming from the City, subsidiarily and alternatively to punitive damages under section 49 CDLP, Charter damages in the amount of \$5,000 for unconstitutional and unjustified infringements of her rights to freedom of religion, expression, opinion, peaceful assembly, and non-discrimination on the basis of religion.

22. Pursuant to subsection 24(1) CHRF, the plaintiff seeks a judicial declaration of unjustified infringement of her rights to freedom of religion, expression, opinion, peaceful assembly, and non-discrimination on the basis of religion.

FOR THESE REASONS, THE COURT IS REQUESTED TO:

DECLARE that the City has infringed, without legal basis and without reasonable justification, the applicant's guaranteed rights to freedom of religion, expression, opinion, peaceful assembly, and non-discrimination on the basis of religion or political opinion, contrary to sections 3, 10, 12, 13, and 15 of the *Charter of Human Rights and Freedoms*, and sections 2(a)(b)(c) and 15 of the *Canadian Charter of Rights and Freedoms*.

ORDER the City to pay the plaintiff the sum of \$5,000 in punitive damages under the *Charter of Human Rights and Freedoms* or, alternatively, damages under subsection 24(1) of the *Canadian Charter of Rights and Freedoms*, in connection with the City's unjustified violations of the plaintiff's guaranteed rights and freedoms of religion, expression, opinion, peaceful assembly, and non-discrimination on the basis of religion or political opinion.

ORDER the City to pay the plaintiff the sum of \$2,609.93 in restitution for the benefits paid by the plaintiff under the Lease, with d interest at the legal rate

and the additional compensation provided for in article 1619 of the Civil Code of Québec as of the date of the summons.

ALL WITH COURT COSTS.

In Montreal, November 14, 2025

[REDACTED]

OLIVIER SÉGUIN, LAWYER

M^e Olivier Séguin

[REDACTED]

NOTICE OF CONSTITUTIONAL QUESTION
(Code of Civil Procedure, section 76)

To

Attorney General of Quebec, [REDACTED]
[REDACTED]

Attorney General of Canada, [REDACTED]
[REDACTED]

TO HIS MAJESTY, CHARLES III, KING OF QUEBEC AND CANADA:

1. The applicant hereby serves and files the attached statement of claim.
2. This application sufficiently sets out the constitutional and quasi-constitutional grounds invoked, which are deemed to be reproduced in full herein.

MAY HIS MAJESTY ACT ACCORDINGLY.

In Montreal, this 14th day of November 2025

PIÈCE P-1	Lease agreement
PIÈCE P-2	Excerpts from the British Columbia Business Registry, in bundle
PIÈCE P-3	Payment statements, in bundle
PIÈCE P-4	Article from La Presse newspaper, July 23, 2025
PIÈCE P-5	Letter from the City to the applicant