



ROYAL CANADIAN MOUNTED POLICE

IN THE MATTER OF

a conduct hearing pursuant to the

Royal Canadian Mounted Police Act

Between:

Commanding Officer, "H" Division

Conduct Authority

and

Constable Ross Lloyd

Regimental Number 46787

Subject Member

Conduct Board Decision

Louise Morel

January 21, 2025

Pierre-Olivier Lemieux, Conduct Authority Representative

Gordon Campbell, Subject Member Representative

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SUMMARY

The *Notice of Conduct Hearing* contains one allegation of discreditable conduct contrary to section 7.1 of the RCMP Code of Conduct. It alleged that Constable Ross Lloyd, while off duty, failed to pay for repairs to his personal vehicle performed at LaHave Street Auto Clinic, in Bridgewater, Nova Scotia.

The Conduct Board finds the Allegation not established.

INTRODUCTION

[1] On January 16, 2024, the Conduct Authority signed the Notice of Conduct Hearing, which contains one allegation of discreditable conduct in contravention of section 7.1 of the RCMP Code of Conduct. On February 2, 2024, Constable Ross Lloyd was served the notice along with the Code of Conduct investigation package.

[2] The Allegation relates to Constable Lloyd allegedly not paying for repairs carried out on his personal pickup truck at LaHave Street Auto Clinic in Bridgewater, Nova Scotia.

[3] On October 12, 2023, I was appointed as the Conduct Board in this matter, pursuant to subsection 43(1) of the Royal Canadian Mounted Police Act, RSC, 1985, c R-10 [RCMP Act].

[4] On April 15, 2024, Constable Lloyd provided his response to the Notice of Conduct Hearing, pursuant to subsection 15(3) of the Commissioner's Standing Orders (Conduct), SOR/2014-291, in which he denied the Allegation.

[5] The Conduct Hearing was held in Halifax, Nova Scotia, from October 7 to 9, 2024.

[6] On October 9, 2024, I delivered my oral decision on the Allegation, which I found not established.

[7] This written decision incorporates and expands upon that oral decision.

ALLEGATION

[8] The Allegation, as set out in the Notice of Conduct Hearing, is as follows:

Allegation 1:

On or between November 1, 2021, and October 14, 2022, at or near Bridgewater, Province of Nova Scotia, while off duty, Constable F.M. Ross Lloyd did fail to pay for repairs to his personal vehicle provided at the LaHave

Auto Clinic. It is therefore alleged that Constable F.M. Ross Lloyd has engaged in discreditable conduct contrary to the RCMP Code of Conduct, section 7.1.

Particulars for Allegation 1:

1. At all material times, you were a Member of the Royal Canadian Mounted Police (RCMP) posted to Digby Detachment, “H” Division.
2. At the relevant time, you were a 24-year member and were on extended medical leave with pay.
3. In July 2021, you brought your personal vehicle (2006 Ford F-350) for repairs to Jason Knickle (“**Mr. Knickle**”) at LaHave Street Auto Clinic in Bridgewater, Nova Scotia.
4. Your vehicle required extensive repairs, to which you agreed to, in the amount of \$13,356.51.
5. Amongst other things, the repairs on your vehicle included replacing its engine. With your help, LaHave Street Auto Clinic found and purchased a used engine and installed it on your vehicle.
6. You requested to pay by cheque for the full amount of repairs and work done on your vehicle.
7. On or about November 19, 2021, you paid Morgan Leary (“**Mr. Leary**”) from LaHave Street Auto Clinic with a personal cheque #419 in the amount of \$13,356.51.
8. On or about November 22, 2021, you contacted Mr. Knickle and complained about noise coming from the replaced engine on your vehicle.
9. On or about November 22, 2021, without notice you put a payment stopped to your cheque thereby cancelling your payment to LaHave Street Auto Clinic.

10. Following your payment stopped, you did not contact Mr. Knickle to offer alternative methods of payment for the repairs and work done on your vehicle.

11. On May 24, 2023, you were charged for fraud pursuant to ss. 380(1) of the [*Criminal Code*, RSC, 1985, c C-46 [*Criminal Code*],] and obtaining by false pretenses with intent to defraud pursuant to par. 362(1)(a) of the *Criminal Code*.

12. Your behavior breached section 7.1 of the RCMP's *Code of Conduct*.

[*Sic throughout*]

Summary of established facts

[9] On July 29, 2024, I provided the Parties a Determination of Established Facts, based on the May 15, 2023, Code of Conduct Investigation Report, the supporting materials and Constable Lloyd's April 15, 2024, response to the Allegation. The parties agreed with the Determination of Established Facts, which sets out the following undisputed facts:

- a. At all material times, Constable Lloyd was a member of the RCMP and posted at Digby Detachment, in "H" Division.
- b. At the relevant time, Constable Lloyd had 24 years of service and was on extended medical leave.
- c. In July 2021, Constable Lloyd brought his personal vehicle (a 2006 Ford F-350 pickup truck) for repairs to Mr. Knickle at LaHave Street Auto Clinic, in Bridgewater, Nova Scotia.
- d. Constable Lloyd authorized LaHave Street Auto Clinic to make extensive repairs to his vehicle and to replace the engine. The total cost of repairs was \$13,356.51.
- e. During the week of November 15, 2021, Mr. Knickle called Constable Lloyd to advise that his vehicle was ready and that one of his mechanics, Mr. Leary, could drive it to Middleton,

Nova Scotia, on Friday, November 19, 2021. Mr. Knickle agreed that Constable Lloyd could pay for the repairs by cheque.

- f. On November 19, 2021, Constable Lloyd met with Mr. Leary to take possession of his vehicle and provided him with personal cheque 419 in the amount of \$13,356.51, payable to LaHave Street Auto Clinic.
- g. On November 22, 2021, Constable Lloyd contacted Mr. Knickle about a noise coming from the turbo of the replaced engine.
- h. On or about November 23, 2021, Constable Lloyd put a stop payment on the \$13,356.51 cheque to LaHave Street Auto Clinic.
- i. Constable Lloyd has not contacted Mr. Knickle since placing a stop payment on the cheque.
- j. On April 13, 2023, Constable Lloyd was charged by Bridgewater Police Service with fraud contrary to subsection 380(1) of the *Criminal Code* and obtaining by false pretenses with intent to defraud contrary to paragraph 362(1)(a) of the *Criminal Code*.

[10] As a result of the oral testimony I heard during the Conduct Hearing, I arrived at the following additional findings of fact:

- a. Mr. Knickle has not spoken to Constable Lloyd since the morning of November 22, 2021, when Constable Lloyd complained of an issue with the turbo of the replaced engine in his truck.
- b. Despite having an active text message conversation from July 22, 2021, to November 22, 2021, when he received Constable Lloyd's last text message, Mr. Knickle never followed up with Constable Lloyd by text message regarding the amount owed nor regarding Constable Lloyd's concerns with the turbo in his truck.

- c. Mr. Knickle never mailed any demands for payment or outstanding invoices to Constable Lloyd.

[11] Finally, I note that the Subject Member Representative has advised that Constable Lloyd's trial with respect to the criminal charges laid by the Bridgewater Police Service is scheduled to proceed in May 2025.

EVIDENCE

[12] The Record before me includes the May 15, 2023, Code of Conduct Investigation Report, which includes 19 appendices, and Constable Lloyd's April 15, 2024, subsection 15(3) response to the Allegation.

[13] At the Conduct Hearing, I heard oral evidence from Mr. Knickle and from Staff Sergeant Mark MacPherson, an RCMP member to whom Mr. Knickle reported the incident, as well as from Constable Lloyd.

[14] In arriving at my finding on the Allegation, I have considered my July 29, 2024, Determination of Established Facts in conjunction with the Record before me and the oral evidence received at the Conduct Hearing.

Applicable legal principles to determine credibility and reliability of evidence

[15] The Supreme Court of Canada states that "evidence must always be sufficiently clear, convincing and cogent to satisfy the balance of probabilities test. But again, there is no objective standard to measure sufficiency."¹

[16] In assessing the credibility of the three witnesses, I must consider whether they are being truthful and whether their evidence is reliable (i.e., whether the witness is in a position to accurately

¹ *F.H. v McDougall*, 2008 SCC 53 [*McDougall*], at paragraph 46.

perceive and recollect what they observed). I may find a witness's evidence to be truthful, but unreliable. It is also open to me to accept some, none or all of a witness's evidence on a given point.²

[17] Furthermore, I must consider the impact of inconsistencies in that evidence and whether they impact the witness's credibility when taken as a whole in the context of the totality of the evidence.³

[18] Additionally, the British Columbia Court of Appeal notes that a witness's evidence cannot be assessed solely on their demeanour, that is that they appear to be telling the truth.⁴ Rather, a trier of fact must determine whether the witness's story is consistent with the most probable interpretation of the surrounding facts.

[19] Lastly, the determination of whether the witness's account has an air of reality is subjective, but it must be grounded in the totality of the evidence.⁵

Mr. Knickle

[20] Mr. Knickle is the owner and manager of LaHave Street Auto Clinic. He testified to his interactions with Constable Lloyd from July 2021 to November 22, 2021. I note that his testimony with respect to his interactions with Constable Lloyd, between these dates, is generally consistent with Constable Lloyd's recollection.

[21] For the most part, I find Mr. Knickle to be credible. Moreover, I find that he was being truthful. That said, the reliability of his evidence is questionable with respect to the conversations

² *R. v R.E.M.*, 2008 SCC 51, at paragraph 65.

³ *McDougall*, at paragraph 75.

⁴ *Faryna v Chorny*, [1952] 2 DLR 354, at page 357.

⁵ *McDougall*, at paragraph 58.

that took place on November 22, 2021, and his actions or inaction after that day. Indeed, Mr. Knickle often resorted to “I don’t recall” and his responses were not always consistent.

[22] For example, Mr. Knickle testified to the events of Monday, November 22, 2021. He recalled that he had just arrived at the office when he received a text message, at 7:26 a.m., from Constable Lloyd asking him to call. Mr. Knickle testified that, shortly after, he called Constable Lloyd, who “alluded to have some concerns”.⁶ He did not recall specifically what Constable Lloyd told him. However, he believes that Constable Lloyd’s concern was about noise coming from the turbo of his truck.

[23] Furthermore, Mr. Knickle was asked if he recalled Constable Lloyd advising him that Constable Lloyd’s neighbour, a professional mechanic, told Constable Lloyd that he could damage the engine if he drove the truck with a problematic turbo. Mr. Knickle did not recall but stated that it was possible that Constable Lloyd had said something to that effect.⁷

[24] Mr. Knickle also stated that he was busy that morning and, consequently, he had Constable Lloyd speak with Mr. Leary, the mechanic who had repaired Constable Lloyd’s vehicle. Mr. Knickle, in examination-in-chief, recalled having a brief discussion with Mr. Leary after the call and believes “the concern was a whistling noise, which is not uncommon with a six-liter diesel turbo engine”.⁸ Yet, in cross-examination, he testified that he did not know how long Mr. Leary and Constable Lloyd were on the phone, nor could he recall discussing the conversation they had had.⁹

[25] Additionally, when asked what was the next step taken with respect to Constable Lloyd’s vehicle and his complaint, Mr. Knickle stated that he never heard from Constable Lloyd again. He

⁶ Transcript of Conduct Hearing, Volume 1, October 7, 2024, at page 22, at line 19.

⁷ Transcript of Conduct Hearing, Volume 1, October 7, 2024, at pages 97 and 98, at lines 15 to 25 and 1 to 6, respectively.

⁸ Transcript of Conduct Hearing, Volume 1, October 7, 2024, at page 23, at lines 5 to 8.

⁹ Transcript of Conduct Hearing, Volume 1, October 7, 2024, at page 60, at lines 12 to 24.

also testified that he was not aware of any expectations Constable Lloyd would have had with respect to his vehicle.

[26] It seems incredible that Mr. Knickle does not clearly recall what the problem appeared to be on November 22, 2021, and would not take any steps to follow up and clarify the issue considering his garage had been working on the vehicle for five months, had billed in excess of \$13,000.00 for repairs, received a cheque in payment, followed by a complaint from the vehicle owner, who subsequently placed a stop payment on the cheque.

[27] I also found that Mr. Knickle's testimony with respect to his interactions with Staff Sergeant MacPherson was inconsistent with Staff Sergeant MacPherson's testimony in many respects.

Staff Sergeant MacPherson

[28] Staff Sergeant MacPherson testified that he has been the District Commander for Shelburne Detachment since June 2022. Prior to this, he was the Operations Non-Commissioned Officer for Lunenburg County, working at Bridgewater Cookeville Detachment.

[29] I find Staff Sergeant MacPherson's evidence to be highly credible and reliable. He answered questions clearly and in a forthright manner. Furthermore, Staff Sergeant MacPherson has a good recollection of the communications he had with Mr. Knickle, did not default to "I don't recall" responses and has no vested interest in this matter.

[30] As a result, when Mr. Knickle's testimony differed from that of Staff Sergeant MacPherson's testimony, I accept Staff Sergeant MacPherson's version of the events.

Constable Lloyd

[31] I found Constable Lloyd to be an articulate, direct and forthright witness. He answered questions directly and clearly during both his examination-in-chief and cross-examination. I did

not identify any noteworthy inconsistencies between his April 15, 2024, response to the allegation and his testimony before me. Consequently, I found him to be both credible and reliable.

DECISION ON ALLEGATION

[32] In the conduct process, the onus is on a conduct authority to demonstrate on a balance of probabilities that the allegations are established. A conduct board is responsible for determining whether this burden has been met.

[33] In accordance with section 45 of the RCMP Act, I must determine whether it is more likely than not that Constable Lloyd has contravened the Code of Conduct. If I find the Allegation to be established, then I must impose appropriate conduct measures.

Applicable test for discreditable conduct

[34] Section 7.1 of the Code of Conduct states: “Members behave in a manner that is not likely to discredit the Force.”

[35] The test for discreditable conduct is comprised of four steps. In steps 1 and 2, a conduct authority must establish on a balance of probabilities the acts constituting the alleged conduct and the identity of the member who committed those acts. To establish the act or acts constituting the alleged conduct, it must be demonstrated that the particulars essential to the allegations have occurred. It is not necessary to establish each particular, just enough of them so that those that are established meet the threshold of discreditable conduct.

[36] In step 3, a conduct board must determine whether the subject member’s conduct likely brings the RCMP into disrepute. This involves determining whether a reasonable person in society, with knowledge of all of the relevant circumstances, including the realities of policing in general and of the RCMP in particular, would consider the conduct to be discreditable.

[37] Finally, in step 4, a conduct board must determine whether the conduct is sufficiently related to the subject member's duties and functions as to provide the Force with a legitimate interest in disciplining them.

Analysis of evidence

[38] There is no dispute surrounding step 2 concerning the identity of Constable Lloyd. However, the other three steps require further analysis.

Has the Conduct Authority established the act(s) constituting the alleged conduct?

[39] The Notice of Conduct Hearing asserts that, in July 2021, Constable Lloyd, while off duty and on medical leave, brought his personal vehicle to LaHave Street Auto Clinic in Bridgewater.¹⁰ His 2006 Ford F-350 pickup truck required extensive repairs.

[40] Over the next four months, Constable Lloyd authorized extensive repairs to his vehicle for which he was ultimately billed a total of \$13,356.51.

[41] There is no dispute that, amongst other things, the repairs to the vehicle included replacing its engine.

[42] As previously set out in my Determination of Established Facts, during the week of November 15, 2021, Mr. Knickle advised Constable Lloyd that his vehicle was ready. It was agreed that Mr. Leary, the mechanic who worked on Constable Lloyd's truck, would drive the truck to Middleton on Friday, November 19, 2021, for Constable Lloyd to pick it up. Constable Lloyd was to provide payment to Mr. Leary in the form of a cheque made out to LaHave Street Auto Clinic.

¹⁰ Notice of Conduct Hearing, January 16, 2024, at page 1.

[43] On November 19, 2021, Constable Lloyd met with Mr. Leary to retrieve his truck. He gave Mr. Leary the \$13,356.51 cheque in payment for the repairs.

[44] Based upon the above facts, particulars 3, 4, 5, 6 and 7 are established on a balance of probabilities.

[45] When taking possession of his truck, Constable Lloyd testified that Mr. Leary made a comment to the effect that the “turbo had quite a whistle to it”.¹¹ Constable Lloyd stated that this comment did not initially worry him.

[46] However, on his drive home, Constable Lloyd noticed a whistling sound coming from the engine, which troubled him. He testified to having owned the vehicle for some 10 years and that he had never heard the engine make such a sound.

[47] The next morning, on Saturday, November 20, 2021, Constable Lloyd asked his neighbour, a diesel mechanic, to take a look at his truck. The neighbour indicated that the sound was coming from the turbo and cautioned him against operating the vehicle as a turbo failure would cause damage to the recycled engine.

[48] On Monday, November 22, 2021, at 7:26 a.m., Constable Lloyd sent Mr. Knickle a text asking him to call him.

[49] On the one hand, Mr. Knickle testified that just after arriving to the office, he received Constable Lloyd’s text message and that he called him back. He recalled that Constable Lloyd expressed concern over the fact that the turbo was whistling—making a noise. Furthermore, since he is not a mechanic, Mr. Knickle put Mr. Leary on the phone. He went on to state that he did not know what Constable Lloyd’s expectations were, that he did not know if Constable Lloyd had the turbo swapped out and that he never heard back from Constable Lloyd.

¹¹ Transcript of Conduct Hearing, Volume 2, October 8, 2024, at page 8, at line 10.

[50] On the other hand, Constable Lloyd testified that Mr. Knickle did not respond to his text message. He stated that, by mid-morning, he called the garage phone line and that Mr. Knickle answered the phone. He testified that he mentioned that there was a whistling sound coming from the turbo and that his neighbour had listened to it and advised against driving the vehicle. Constable Lloyd testified that, in response, Mr. Knickle put Mr. Leary on the phone to deal with the issue. According to Constable Lloyd's undisputed evidence, when he asked Mr. Leary how they should deal with the issue, Mr. Leary stated that "they would have to get back to him".

[51] The above two paragraphs are relevant to particular 8, that "on or about November 22, 2021, [Constable Lloyd] contacted Mr. Knickle and complained about noise coming from the replaced engine".

[52] I find that Constable Lloyd's version of the telephone discussions which took place on November 22, 2021, is more consistent with the surrounding circumstances. Constable Lloyd's assertion that Mr. Leary advised him that they would get back to him about the issue with the turbo is undisputed evidence.

[53] I note that Mr. Leary still works for Mr. Knickle, but he was not called to testify at the Conduct Hearing to confirm or deny Constable Lloyd's version of events. Furthermore, Constable Lloyd's testimony was consistent with his April 15, 2024, response to the Allegation, which was in the possession of the Conduct Authority since that date.

[54] When questioned as to what, if any, discussions he had with Mr. Leary about the conversation he had with Constable Lloyd, Mr. Knickle was vague. He testified that he did have a discussion with Mr. Leary that same day, he mentioned that there was "turbo noise" and when asked if there was a need to call Constable Lloyd back, Mr. Knickle stated, "Not really. I mean comet [sic] it was like it just had that turbo type noise, and it really wasn't a major concern".¹²

¹² Transcript of Conduct Hearing, Volume 1, October 7, 2024, at page 63, at lines 9 to 20.

[55] Mr. Knickle went on to testify that, on or about November 24, 2021, he noticed that the amount of \$13,356.51 was not in the business account. Subsequently, he received the cheque that had been returned by the bank and realized that Constable Lloyd had put a stop payment on it.

[56] In his response to the allegation and during his testimony before me, Constable Lloyd admitted that he put a stop payment on the cheque on November 23, 2021, and that he did so because Mr. Knickle was not calling him back to address the problem with his vehicle.

[57] In the present case, the “act” described in the Allegation is that Constable Lloyd “did fail to pay for repairs to his personal vehicle”. Furthermore, in particular 9, the Conduct Authority states, and it is admitted, that Constable Lloyd put a stop payment on the cheque to LaHave Street Auto Clinic thereby cancelling his payment. Consequently, I find that the Conduct Authority has also established step 1 of the discreditable conduct test.

Is Constable Lloyd’s conduct likely to bring discredit to the RCMP?

[58] I must now determine if Constable Lloyd’s conduct is likely to bring discredit to the Force.

[59] In his submissions, the Conduct Authority Representative reviewed several cases that discuss whether the “mere possibility” of reputational harm is sufficient and whether “actual damage” to the reputation needs to be proven. Many of the cases dealt with the statutory language found in the Ontario Police Services Act, RSO 1990, c P.15.

[60] In the RCMP, the test is clear: it is whether or not the behaviour is “likely to bring discredit to the Force”. One need not prove “actual damage” and the “mere possibility” of reputational harm is not sufficient.

[61] At its core, I find that this matter is a contractual dispute between Constable Lloyd and LaHave Street Auto Clinic. In other words, it is a civil dispute. Indeed, they entered into an agreement: Constable Lloyd agreed to compensate LaHave Street Auto Clinic in exchange for his vehicle being repaired.

[62] Constable Lloyd did not argue or quibble with the invoices received from LaHave Street Auto Clinic. However, after paying for the repairs, Constable Lloyd discovered an issue with the turbo in his vehicle that did not exist before. He called Mr. Knickle to discuss the matter, was transferred to the mechanic and was then told “they would get back to him” with respect to how the matter would be addressed.

[63] No one got back to him, even after discovering the stop payment on the cheque. I have no evidence before me that would dispute Constable Lloyd’s version of what transpired in that regard.

[64] Mr. Knickle testified that he tried to call Constable Lloyd up to six times, from various phone numbers, but he did not leave a voicemail as he personally does not do that. Mr. Knickle did not send Constable Lloyd follow-up text or email messages, as, according to him, he was “in shock” and did not know what to do. He also mentioned that he did not want to jeopardize his relationship with the RCMP. Yet, despite this, the person he reported the matter to was Staff Sergeant MacPherson from RCMP Bridgewater Cookeville Detachment.

[65] I did not find any of Mr. Knickle’s responses as to why he did not leave a voicemail or follow up by text or email messages to be at all convincing.

[66] When asked if he normally sends out letters to clients for outstanding payments, Mr. Knickle responded in the affirmative but that he did not in this case because he did not have Constable Lloyd’s address, only a post office box.

[67] Again, I find that Mr. Knickle’s explanation as to why he did not send out follow-up invoices to Constable Lloyd lacked an “air of reality”. The address which appeared on the LaHave Street Auto Clinic invoices as well as on Constable Lloyd’s cancelled cheque, which was forwarded to Mr. Knickle, is Constable Lloyd’s address and was all that was required to send out letters for outstanding payments.

[68] I also note that Staff Sergeant MacPherson was led to believe, by Mr. Knickle, that he was sending out follow-up invoices to Constable Lloyd and that Constable Lloyd was ignoring them.

[69] I accept Constable Lloyd's testimony with respect to the events of November 19 to 23, 2021. He had just spent \$13,356.51 to have his truck repaired, it was not repaired to his satisfaction, and LaHave Street Auto Clinic was not getting back to him in what he considered to be a "timely" manner.

[70] The Conduct Authority Representative submitted that Constable Lloyd had other options available to him instead of putting a stop payment on the cheque. For instance, he could have resorted to Small Claims Court. However, I agree with the Subject Member Representative's submission, which quoted a 2020 conduct board decision:

[48] [...] Just because you and I would have done things differently does not amount to [discreditable] conduct that justifies a disciplinary response.¹³

[71] I find that a reasonable person in society, with knowledge of all of the relevant circumstances, including the realities of policing in general and of the RCMP in particular, would not view Constable Lloyd's conduct as described in particulars 9 and 10 of the Allegation to bring discredit to the Force. Therefore, step 3 is not established.

Is there a nexus between Constable Lloyd's off-duty conduct and the RCMP?

[72] To determine that a conduct is discreditable and contrary to the Code of Conduct, there must be some nexus to the employment relationship. In this case, Constable Lloyd was acting in his personal capacity while off duty. He did not identify himself as a member of the RCMP or try to gain any kind of favour or benefit because of his status as a police officer. He was sent to LaHave Street Auto Clinic by the Ford dealership in Bridgewater.

[73] The Conduct Authority Representative argued that the fact that LaHave Street Auto Clinic services Bridgewater Cookeville Detachment police vehicles is sufficient. Furthermore, he noted

¹³ *Designated Conduct Authority and Stevenson*, 2020 CAD 12, at paragraph 48.

that Mr. Knickle did not take any action against Constable Lloyd because he did not want to jeopardize his relationship with the RCMP.

[74] I cannot accept that this creates a nexus between Constable Lloyd's off-duty conduct and his employment relationship with the RCMP.

[75] Constable Lloyd testified that, in July 2021, he was in the Bridgewater area with his family on a camping trip. At the end of the trip, he hooked up his camper to his 2006 Ford F-350 pickup truck to return home to the Annapolis Valley, in Nova Scotia, when he noticed that his truck was losing power and could not pull the camper out of the campsite.

[76] Constable Lloyd stated that when he noticed that his truck was losing power, he drove to the Ford dealership in Bridgewater to see if they could help. However, they were too busy and recommended that he attend LaHave Street Auto Clinic.¹⁴

[77] Constable Lloyd attended LaHave Street Auto Clinic on the recommendation of the Ford dealership as they had the Ford equipment to do a diagnostic scan on the truck. Not being from the Bridgewater area, he was not aware that LaHave Street Auto Clinic serviced Bridgewater Cookeville Detachment's police vehicles. It was only upon arriving at the garage that he noticed police vehicles in the yard. Constable Lloyd stated:

I went there. I told him what my problem was and asked him if there were any way he might be able to help. And not surprisingly, because there were a lot of vehicles in the yard, including some police vehicles, so in the back of my mind I was thinking well this must be a reputable place because they get the local police car business.¹⁵

[78] Furthermore, as was properly noted by the Subject Member Representative, this relationship between LaHave Street Auto Clinic and the RCMP was not particularized in the

¹⁴ Transcript of Conduct Hearing, Volume 2, October 8, 2024, at page 5, at lines 5 to 17.

¹⁵ Transcript of Conduct Hearing, Volume 2, October 8, 2024, at page 5, at lines 18 to 24.

Notice of Conduct Hearing. Consequently, from a procedural fairness point of view, which requires the subject member to know the case to be met, the Conduct Authority Representative's argument cannot justify a finding of "nexus".

[79] As a result, I find that Constable Lloyd's actions are not sufficiently related to his duties and functions as an RCMP officer to provide the Force with a legitimate interest in disciplining him. Thus, step 4 is not established.

Finding on Allegation

[80] I find that the Conduct Authority has failed to establish on a balance of probabilities that a reasonable person, with knowledge of all relevant circumstances, including the realities of policing in general and the RCMP in particular, would be of the opinion that Constable Lloyd's conduct, that is, putting a stop payment on a cheque for payment of repairs to his vehicle that were not satisfactory and not having heard back from LaHave Street Auto Clinic, is likely to discredit the RCMP.

[81] Furthermore, the Conduct Authority has failed to establish that Constable Lloyd's off-duty conduct is sufficiently linked to his duties and functions as to provide the RCMP with a legitimate interest in disciplining him.

[82] Consequently, the Allegation is not established on a balance of probabilities.

CONCLUSION

[83] Any interim measures in place should be resolved, in a timely fashion, in accordance with section 23 of the Royal Canadian Mounted Police Regulations, 2014, SOR/2014-281.

[84] Either party may appeal this decision by filing a statement of appeal with the Commissioner within 14 days of the service of this decision on Constable Lloyd as set out in section 45.11 of the

RCMP Act and section 22 of the *Commissioner's Standing Orders (Grievances and Appeals)*,
SOR/2014-289.

January 21, 2025

Louise Morel

Conduct Board

Ottawa, Ontario