Office des transports du Canada
Canadian Transportation Agency

Decision 52-AT-A-2026

Application by Noa Fleischer against WestJet regarding access to transportation services for a person with a disability who uses a power wheelchair

October 30, 2026

Case: 25-21320

Summary

[1] Noa Fleischer filed an application with the Canadian Transportation Agency (Agency) alleging that she is unable to travel on most of WestJet's routes because her power wheelchair cannot be collapsed to fit through the baggage compartment door of WestJet's Boeing 737 aircraft. This limitation prevented Ms. Fleischer from booking travel with WestJet to a resort vacation destination in 2023.

[2] In Decision LET-AT-A-6-2026 and Decision LET-AT-A-39-2026 (Show Cause Decision), the Agency found that Ms. Fleischer is a person with a disability who faces an ongoing undue barrier because she is unable to travel with her wheelchair on most of WestJet's aircraft. The Agency did not award compensation to Ms. Fleischer but opened pleadings on whether WestJet should take specific corrective measures for the undue barrier.

[3] For the reasons set out below, the Agency orders WestJet to take the following corrective measures:

1. WestJet must accommodate persons with disabilities who give at least 21 days' notice that they need to travel with a medically necessary mobility aid that cannot be collapsed below 35 inches in height by:

a) transporting the passenger on their original WestJet flight, where the person with a disability has demonstrated that their mobility aid can safely be tilted to fit through the baggage compartment door of the assigned aircraft;

b) arranging travel with other carriers on the same route, or on a different but comparable route, at a time that reasonably compares to the person's preferred travel time. WestJet must also pay for any difference in price; or

c) if no suitable alternative travel arrangements are available, providing a full refund for the itinerary on which WestJet refused to transport the person; and

2. WestJet must provide, in its accessibility plans and progress reports under the *Accessible Canada Act* and *Accessible Transportation Planning and Reporting Regulations*, information about the measures available to persons with disabilities travelling with mobility aids that cannot be transported on the WestJet flights that they booked.

Preliminary matter

[4] The Agency denies WestJet's request for a review of the Show Cause Decision under section 32 of the *Canada Transportation Act* (CTA).

[5] As Ms. Fleischer points out, the Agency's jurisdiction under section 32 of the CTA only arises if, in the Agency's opinion, there has been a change in the facts or circumstances pertaining to a particular decision since its issuance. The Agency has consistently held that a fact that was known to a party, or discoverable through the exercise of due diligence at the time that the decision was issued, cannot constitute a change in the facts or circumstances for the purposes of section 32.

[6] The Agency finds that WestJet has not raised such a new fact or circumstance in this case. WestJet's request is based on a notification of enforcement discretion from the United States Department of Transportation (DOT) related to the DOT's Final Rule "Ensuring Safe Accommodations for Air Travelers with Disabilities Using Wheelchairs".

Although the notification was issued after the Show Cause Decision, the enforcement discretion is not new; rather, the notification advises that the DOT is extending a pause in enforcement that has been in place since September 2025 and was originally expected to end in December 2026. WestJet could, therefore, have relied on the enforcement discretion in its earlier submissions.

[7] As WestJet has not demonstrated a change in facts or circumstances since the Show Cause Decision, the Agency denies WestJet's request for a review under section 32 of the CTA.

Analysis and determinations

[8] The Agency has authority under subsection 172(2) of the CTA to order a carrier to take corrective measures to remove an undue barrier.

[9] After considering the parties' pleadings in response to the Show Cause Decision, the Agency finalizes its preliminary findings that the proposed corrective measures are appropriate. However, the Agency extends the advance notice period required for accommodation.

Alternative travel arrangements

[10] The Agency is not persuaded by WestJet's objections to accommodating passengers on flights operated by other carriers. Therefore, the Agency confirms its finding about the appropriate scope of accommodation.

[11] WestJet argues that the Agency should not order alternative travel arrangements in the context of a single adjudication against one respondent, especially given that some other large Canadian carriers have height restrictions in their fleets similar to WestJet's. However, the Agency considered and dismissed competitive disadvantage arguments from WestJet when making its undue hardship determination in the Show Cause decision. That finding is final and WestJet does not raise any arguments that it could not have included in its pleadings at that time. Therefore, the Agency maintains its finding.

[12] WestJet does not provide incidence data or financial information regarding the potential impact of accommodating passengers with mobility aids that cannot be collapsed below 35 inches on flights operated by other carriers. Nor does WestJet justify its proposal that the Agency limit its order to accessible flights operated by partner airlines beyond comparison to the DOT's Final Rule, to which the Agency is not bound.

[13] The evidence in this case is therefore insufficient to find that the proposed accommodation would result in undue hardship to WestJet. Accordingly, the Agency confirms its finding that WestJet should arrange alternative travel for passengers like Ms. Fleischer, when possible, including on accessible flights operated by other carriers.

[14] Should WestJet gather concrete evidence that it believes would demonstrate undue hardship resulting from this accommodation, WestJet may request a review of this decision at that point, under section 32 of the CTA, although such evidence will not necessarily result in a different decision.

[15] However, the Agency notes that this order encompasses a range of options for the transportation of taller mobility aids. WestJet can attempt to:

- collapse or disassemble the mobility aid to fit upright through the baggage compartment door, consistent with section 41 of the *Accessible Transportation for Persons with Disabilities Regulations* (ATPDR), where the person with a disability agrees that the mobility aid can safely be disassembled or collapsed below 35 inches in height;

- transport the passenger on their original WestJet flight, where the person with a disability has demonstrated that their mobility aid can safely be tilted to fit through the baggage compartment door of the assigned aircraft;

- accommodate the passenger on other accessible WestJet flights, consistent with subsection 48(b) of the ATPDR;

- accommodate the passenger on an accessible flight operated by a partner airline instead of one operated by a competitor, where the flight is comparable to the passenger's original WestJet flight; or

- accommodate the passenger on an accessible flight operated by a competitor that is comparable to the passenger's original flight.

[16] As clarified in the Show Cause Decision, WestJet would only be expected to pay for a difference in price within the same class of service.

[17] The Agency further clarifies that this order does not guarantee that accessible flights will be available or that the passenger will be able to travel in all circumstances. Consistent with the ATPDR, however, WestJet would be expected to explain why it could not meet the requirements of this decision when refusing to transport a passenger with a mobility aid and, where appropriate, provide supporting documentation.

[18] Regarding WestJet's concerns about its liability under the *Air Passenger Protection Regulations*, the Agency agrees that compliance with this order would not in and of itself result in compensation for cancellations or delays. Therefore, the Agency makes no further specification on that point.

Advance notice

[19] The Agency finds that WestJet has demonstrated a need for more than 48 hours' advance notice to arrange alternative travel for passengers whose mobility aids cannot be transported on the WestJet flights that they booked. The Agency is persuaded by the parties' agreement about the appropriate notice period to trigger the accommodation and, therefore, orders accommodation upon 21 days' advance notice to WestJet.

[20] The Agency accepts WestJet's argument that a carrier providing alternative travel should also receive at least 48 hours' advance notice that the passenger will be travelling with a mobility aid. The additional notice gives that carrier time to communicate with the passenger, assess the passenger's needs and determine how to accommodate them.

[21] The parties agree that WestJet also needs additional time to decide what option is most cost-effective and, if alternative travel arrangements are required, what itinerary is most suitable for the passenger. WestJet submits, and the Agency accepts, that a longer notice period increases the likelihood that a seat will be available for the passenger on

an accessible flight, at a comparable price, and that the new itinerary will not include unnecessary connections or a routing through a foreign country with different documentation requirements.

[22] The parties further agree that the appropriate notice period is 21 days, consistent with the order in Decision 123-AT-A-2023 (*Rose v Air Canada*). In that case, Air Canada took several days to explore alternative accommodation for a mobility aid that was too tall to be transported on the assigned aircraft. The Agency accepts that the similar circumstances and range of options to consider in the two cases support the imposition of a similar notice period in this case.

[23] The Agency notes that 21 days' notice would leave time for WestJet to remain in regular communication with the passenger about the transportation of their mobility aid and, where appropriate, to obtain the passenger's input on alternative itineraries.

[24] The Agency, therefore, finds it appropriate to increase the minimum advance notice period for accommodation from 48 hours to 21 days.

Refund

[25] Neither party opposes the Agency's proposed requirement for WestJet to provide a refund of the itinerary on which the passenger was refused transportation when no suitable accessible flights are available.

[26] Although WestJet raises the possibility that passengers could benefit from different fare rules if they cancel a rebooking with another carrier, WestJet submits that the risk is mitigated by a 21-day advance notice period, which the Agency has ordered.

[27] Therefore, the Agency confirms its preliminary findings and orders the corrective measure as proposed.

Accessibility plan

[28] Neither party opposes the Agency's proposal for WestJet to provide information in its accessibility plan about the accommodation available for persons with disabilities

travelling with mobility aids that cannot be transported on the WestJet flights that they booked.

[29] Therefore, the Agency confirms its preliminary findings and orders the corrective measure as proposed.

Order

[30] The Agency orders WestJet to take the following corrective measures:

1. WestJet must accommodate persons with disabilities who give at least 21 days' notice that they need to travel with a medically necessary mobility aid that cannot be collapsed below 35 inches in height by:

    a) transporting the passenger on their original WestJet flight, where the person with a disability has demonstrated that their mobility aid can safely be tilted to fit through the baggage compartment door of the assigned aircraft;

    b) arranging travel with other carriers on the same route, or on a different but comparable route, at a time that reasonably compares to the person's preferred travel time. WestJet must also pay for any difference in price; or

    c) if no suitable alternative travel arrangements are available, providing a full refund for the itinerary on which WestJet refused to transport the person; and

2. WestJet must provide, its accessibility plans and progress reports under the *Accessible Canada Act* and *Accessible Transportation Planning and Reporting Regulations*, information about the measures available to persons with disabilities travelling with mobility aids that cannot be transported on the WestJet flights that they booked.

[31] WestJet is to provide the following documents to the Agency's Director General, Determinations and Compliance Branch, through the Agency's Secretariat email address at secretariat@otc-cta.gc.ca:

- confirmation that the accommodation set out in the first corrective measure above is available — by no later than December 14, 2026; and

- a copy of any new policies and procedures related to this accommodation and evidence that the appropriate personnel have completed training on each new policy or procedure — by no later than March 11, 2027.

[32] WestJet is to send notice of its accessibility plans and progress reports under the *Accessible Transportation Planning and Reporting Regulations*, including the information required under the second corrective measure above, to OTC.REPRTA-ATPRR.CTA@otc-cta.gc.ca within 48 hours of their publication.

By the Agency Members:

Marisa Victor

Tom Oommen

Authorities referenced	Numeric identifiers (section, subsection, rule, etc.)
Canada Transportation Act, SC 1996, c 10	32; 172; 172(2); 172.1
Accessible Transportation for Persons with Disabilities Regulations, SOR/2019-244	41; 48(b)