

Watch Your Language: Don't Reserve the Right to Terminate "At Any Time"



One of the key terms of any employment contract is the provision governing termination. Employers typically seek language that accomplishes 2 objectives:

- Securing the broadest possible discretion to decide to terminate the employee; and
- Limiting the termination notice they must provide to the legal minimum, namely, the [notice to which the employee is entitled under the province's employment standards laws](#).

The problem is that in seeking to accomplish objective 1, employers may undermine both objectives. The landmine is language that allows for termination "at any time." What sounds like such a normal and routine phrase can blow up in your face.

Right to Terminate "At Any Time" Invalidates Termination Clause

An Ontario home products retail company recently learned this lesson the hard way. The problem began when an employee who was terminated without cause sued the company for wrongful dismissal. The employee's contract contained a termination clause that included the following language:

"Termination without cause: we may terminate your employment **at any time**, without just cause, upon providing you with only the minimum notice, or payment in lieu of notice and, if applicable, severance pay, required by the [Ontario] *Employment Standards Act*".

Accordingly, the company claimed that the employee didn't have a legally valid claim and asked the court to dismiss the case. The employee argued that the clause was invalid and asked the court to award judgment in his favour.

Who do you think won?

Answer: The employee.

Explanation: Employment standards laws establish minimum requirements that employers and employees aren't allowed to contract out of. Thus, any language in an employment contract that violates these minimum requirements is invalid and unenforceable. And

that's exactly what the phrase "at any time" did in this case. Simply stated, the Ontario ESA does not allow an employer to terminate an employee at any time. In fact, there are situations where firing an employee would violate the ESA, such as at the conclusion of leave or in reprisal for exercising an ESA right.

As a result, the "at any time" phrase rendered the entire "termination without clause" provision unenforceable. That included not just the part governing when the company could terminate but also the next part limiting the employee's termination notice to the ESA minimum in the event of termination without cause. **Bottom Line:** The employee had a valid claim for wrongful dismissal and could recover not just the required ESA notice but also common law and [other damages](#) that he could show he incurred as a result of being wrongfully dismissed.

[Baker v. Van Dolder's Home Team Inc.](#), 2025 ONSC 952 (CanLII), February 11, 2025.

Takeaway

You don't have the right to terminate employees who are protected by employment standards laws at any time—not in Ontario nor in any other jurisdiction. So, contract language purporting to give you such a right may invalidate your entire termination clause. That's a lot of damage for just 3 measly words.

There's also context. Employment [contract termination notice limits](#) are notoriously difficult to enforce. The *Baker* case is only the most recent example of court invalidating an employment contract clause purporting to limit notice for without cause termination to the minimum employment standards.