

## Are job candidates entitled to accommodations?

---

**Recent decision shows why HR needs to embed accommodation in recruitment, from application to onboarding**



By [Stacy Thomas](#)

Apr 30, 2025

Share

As a recent Human Rights Tribunal of Ontario (HRT) decision underscores, from the moment someone clicks “apply” on a job application, employers must be ready to remove barriers for candidates with disabilities.

“An applicant has a right to accommodation throughout the entire application and hiring process,” says Zack Lebane of Sherrard Kuzz.

“This can be in the application stage, the interview process itself, or the applicant can raise that they will require accommodations if they are to be employed.”

Embedding accommodation early isn’t just good practice: the Accessibility for Ontarians with Disabilities Act (AODA) makes it mandatory. When employers wait until after a conditional offer—or worse, until an applicant raises issues amid third-party security screenings—the process can grind to a halt, as it did [Grandinetti v. Ontario Lottery and Gaming Corporation, 2025](#) where conflicting vendor deadlines derailed both the accommodation and reference checks.

### **AODA and early-stage notification**

Under Ontario’s Accessibility for Ontarians with Disabilities Act (AODA), employers must proactively inform candidates about available accommodations in recruitment.

That means before an individual even applies, explains Lebane, employers are required to “notify employees and the public about the availability of accommodation for applicants with disabilities in its recruitment processes.”

This notification can appear on the company’s website or directly within job postings; failing to do so risks non-compliance with the AODA and can form the basis of a [Human Rights Code](#) complaint – exemplified by *Grandinetti*, where procedural missteps left the applicant without a clear accommodation pathway.

Lebane further emphasizes that, once a candidate is selected for testing or interviews, this obligation continues: employers must inform them again at that point that [accommodations are available](#) upon request, “in relation to the materials or processes to be used.”

In *Grandinetti*, the applicant struggled with two different third-party processes; clear, early notification might have streamlined her engagement and prevented the breakdown that led to the offer’s withdrawal, the decision noted.

## **Disability accommodation rights across every hiring stage**

It’s a myth that accommodation only matters once an offer lands on the table, Lebane explains; whether someone needs screen-reader accessible forms at the application stage or a sign-language interpreter in the interview, HR teams must be ready to step in immediately.

It doesn’t have to be complicated, he adds – in fact, the process for accommodating potential hires is the same as for current employees, with the same basic steps.

“The steps an employer must take in pre-hiring, or conditional offer accommodation processes are the same as the steps in the accommodation process for an existing employee,” he says.

“Depending on the type of accommodation requested, the employer can ask for certain documents outlining the applicant’s restrictions. Once it gets those documents, the employer should evaluate whether it can accommodate those restrictions to the point of undue hardship.”

*Grandinetti* illustrates the cost of delay. The candidate first raised accommodation needs after her conditional offer – but by then, missed deadlines and two rounds of holidays had tangled timelines so badly that the employer withdrew the offer, citing operational needs.

## **Accommodations during hiring: documentation**

Even when you’re quick to act, you still need a paper trail.

“As a best practice to avoid allegations of discrimination in the hiring process, an employer should be able to document and point to non-discriminatory reasons for hiring or not hiring each applicant,” he says.

“As with a termination, [no part of the decision](#) not to hire the applicant can be based on the fact they will require accommodation.”

Notes from calls, emails confirming accommodation details, and records of materials provided can prove invaluable if a candidate challenges your motives.

There is some basic documentation an employer can ask potential employees to provide around accommodations for disabilities, Lebane says, noting that this will vary according to the nature of the requests. This includes documents showing:

- that the applicant has a disability
- the limitations or needs associated with the disability, as they relate to the job
- if the applicant can perform the essential duties of the job, with or without accommodation
- the type of accommodations needed that will allow them to fulfill the essential duties of the job.

In *Grandinetti*, the Tribunal found the employer's extensions and reminders credible – but only because they were on the record. Without clear documentation showing that missed deadlines, not disability bias, drove the rescission, the employer would have faced an uphill fight to justify its decision.

## Undue hardship from disability accommodations

Once employers receive documentation from candidates making accommodation requests, they should immediately begin their assessments of whether they will cause undue hardship, Lebane says.

Delaying that analysis risks discovering issues only after a breakdown is in progress – exactly the scenario in *Grandinetti*, where long gaps in communication from the candidate meant the employer's urgent need to fill the role overshadowed the accommodation process.

If a case does wind up before a tribunal panel, “The factors would be the same as for an existing employee,” Lebane explains.

“Financial cost, disruption of a collective agreement, impact on morale of other employees, interchangeability of work force, and facilities and safety.”

In *Grandinetti*, the employer successfully argued that missed vendor deadlines justified the rescission. Yet to guard against claims of bias, track each process on its own schedule –and flag any overlap that could be misread as discrimination.

Lebane notes that “Security and reference checks would be separate from an accommodation analysis.” As long as there's “no adverse treatment connected to a protected ground,” vendor timelines shouldn't derail your duty to accommodate.

## Shifting the burden: pleadings and proof

If an employer pulls back an offer after a candidate discloses a disability, it's not enough for them to insist they were marginalized. They must point to specific details – emails, conversations or timeline gaps – that suggest the decision was due to their disability.

*Grandinetti v. OLG* shows how this plays out: without any factual connection, the Tribunal won't even move to the next step.

However, if the candidate does produce evidence, the burden then shifts to the employer to defend its position.

"Then it is then up to the employer to prove that no part of the decision to terminate or rescind was because of the individual's disability," Lebane says, explaining that once an applicant clears that initial hurdle of providing evidence, the employer must produce its own evidence: meeting notes, medical assessments, operational reports, to demonstrate that each reason for withdrawing the offer was rooted in business necessity, not bias.

In this case, the employer succeeded because its records clearly linked the decision to the candidate's missed deadlines, not her accommodation needs.

"The applicant was unable to satisfy even the first step of showing a link between the rescission and her disability," Lebane says.

"Generally, if an employer seeks to rescind an offer or dismiss an employee with a disclosed disability, the employer should have good documentation of its reasons unrelated to the protected ground ... If any part of the decision is related to a protected ground, an employer should seek legal advice before proceeding to terminate or rescind an offer."