



# Civil Resolution Tribunal

**RULES**  
*July 11, 2016*

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## GENERAL RULES

### Purpose of these Rules

- 1) These rules are meant to help the tribunal and parties resolve disputes through the tribunal.
- 2) These rules must be applied in a way that
  - a) takes reasonable steps to recognize and address the needs of tribunal participants,
  - b) is appropriate in the circumstances of each dispute, including consideration of fairness and proportionality,
  - c) recognizes any relationships between parties to a dispute that will likely continue after the tribunal proceeding is concluded,
  - d) facilitates speedy, accessible, inexpensive, informal and flexible processes,
  - e) encourages early and collaborative dispute resolution,

- f) makes reasonable accommodations for the diverse circumstances of persons using the tribunal,
- g) recognizes the value of certainty and finality in the resolution of disputes and compliance with outcomes, and
- h) promotes understanding of the dispute resolution processes for the tribunal's participants and for the public in general.

### **Format and Interpretation of the Rules**

- 3) These rules place high importance on fairness and access to justice and are written to be brief and understandable.
- 4) In exceptional circumstances, the tribunal can waive the application of a rule or timeline to facilitate the fair, affordable, and efficient resolution of disputes.
- 5) In calculating time under these rules, all references to days are counted as calendar days.

### **Participation**

- 6) All parties in a dispute being resolved by the tribunal must
  - a) make themselves available to participate in the dispute resolution process,
  - b) behave and communicate in a respectful manner, and
  - c) follow the directions provided by tribunal members and facilitators.
- 7) If an application for dispute resolution is made by multiple applicants, those applicants must nominate one applicant to be the primary applicant to
  - a) start the dispute resolution process, and
  - b) serve as the contact person for the multiple applicants.

### **Tribunal Forms**

- 8) The official versions of the tribunal's forms are the
  - a) electronic versions posted on the tribunal's website, and
  - b) paper versions authorized by the tribunal.
- 9) The tribunal's forms must be used in accordance with these rules and the instructions on the forms.

## **Tribunal Fees**

- 10) If a tribunal form or rule indicates a fee is required in order to take a step, the fee shown in the CRT List of Fees must be paid before the step will be completed.
- 11) A person who cannot afford to pay a fee can ask the tribunal to waive payment of fees by
  - a) completing the steps required by the Fee Waiver Request Form, and
  - b) providing any other information requested by the tribunal.
- 12) In deciding a request to waive the payment of fees, the tribunal will consider the person's ability to pay, based on the information about that person's financial situation.
- 13) If the tribunal decides that a person should not have qualified for a fee waiver, the tribunal may order that person to pay the fees.

## **Recovery of Fees and Expenses**

- 14) The tribunal can order a party to pay to another party any reasonable expenses arising out of the dispute resolution process including:
  - a) fees collected by the tribunal, including the fee for applying for dispute resolution; and
  - b) expenses incurred by a party relating directly to the dispute resolution process.
- 15) If a dispute is not resolved by agreement, and a tribunal member makes a binding decision, the unsuccessful party will be required to pay the successful party's fees and reasonable expenses unless the tribunal decides otherwise.
- 16) Except in extraordinary cases, the tribunal will not order one party to pay to another party any fees charged by a lawyer or another representative.

## **Information and Evidence**

- 17) The tribunal can impose restrictions on the format, size, or amount of information and evidence submitted or exchanged during the dispute resolution process.
- 18) If information or evidence submitted is not in an acceptable format or quality to support a fair and appropriate dispute resolution process, the tribunal can require the person who submitted the information or evidence to resubmit it in a different format.
- 19) Parties must only submit original documents and physical evidence when they are directed or ordered to do so.

## **Communications and Party Contact Information**

- 20) Every party or representative of a party must provide
  - a) an email address or the reasons why that party or representative cannot provide an email address,
  - b) a mailing address, and
  - c) a telephone number.
- 21) The tribunal will send communications by email unless it is satisfied that the party is unable to use email.
- 22) Every party or representative of a party must provide an address for receiving formal tribunal communications, including notices, directions, decisions and orders.

## **Monitoring and Use of Addresses for Tribunal Communications**

- 23) Every party or representative of a party must
  - a) take the steps necessary to avoid inappropriate access to or use of their addresses for tribunal communications by people other than the party or the party's representatives,
  - b) closely monitor and use their addresses for tribunal communications until the dispute is fully resolved, and
  - c) notify the tribunal immediately in the event of any change to their addresses for tribunal communications.
- 24) At any time during the dispute resolution process, the tribunal can require a party or representative to use one or more communication types other than the ones selected by that party or representative.

## **Timing of Communications**

- 25) Electronic information and communications are considered received 24 hours after they are sent, unless the electronic communication is made to provide a Dispute Notice to someone.
- 26) Information and communications sent by ordinary mail are considered received at noon on the 10th day after they are postmarked.

- 27) Information and communications sent by registered mail and courier delivery requiring a signature are considered received at the time shown on the delivery receipt.
- 28) Information and communications sent by fax are considered received at noon on the 3rd day after they are faxed.

### **Confidentiality of Settlement Discussions**

- 29) Discussions, negotiations and other communications made for the purpose of attempting to settle claims by agreement in the tribunal process, including information exchanged as part of those communications, are confidential and must not be disclosed during the tribunal decision process or in any court proceeding or other legally binding process unless
- a) the parties agree that they can be disclosed,
  - b) the parties are required by a court or tribunal to disclose them,
  - c) it is evidence or information exchanged during settlement discussions that would ordinarily be disclosed or produced in a tribunal decision process, court proceeding or other legally binding process, or
  - d) the content of those communications or information is abusive, or includes threats of bodily harm made during or in connection with negotiation or settlement process.

### **Translation and Interpretation for People who need help Communicating**

- 30) A party can ask a family member, friend, or other person to provide support and assistance by translating written communications and interpreting spoken communications if
- a) that party has difficulty understanding or communicating in the English language, or
  - b) the ability of that party to communicate is limited for another reason.
- 31) A person must not provide translation or interpretation support or assistance for any party to that dispute if
- a) the person will be named as a witness by a party to a dispute, or
  - b) the person has a direct interest in the outcome of a claim in the dispute.
- 32) At any time during the dispute resolution process, a facilitator or tribunal member can
- a) restrict the participation of a person providing support and assistance in the dispute resolution process, and

- b) direct any party to take further steps in relation to translation or interpretation of communications.

33) The tribunal can decide which party must bear the costs of translation or interpretation.

### **Representation of Parties in the Tribunal Process**

- 34) A child who is under 19 years old, or a person with impaired mental capacity
- a) must participate in the tribunal process through a litigation guardian, and
  - b) is not required to request permission from the tribunal to be represented.
- 35) A litigation guardian acting for a child or a person with impaired mental capacity must provide a signed declaration to the tribunal stating that the litigation guardian
- a) has the proper authority to act for that child or person with impaired mental capacity, and
  - b) has no interest in the dispute adverse to the child or incapable adult.
- 36) If an application for dispute resolution involves a personal injury, a child or person with impaired mental capacity must also be represented by a lawyer or a person supervised by a lawyer unless the litigation guardian is the Public Guardian and Trustee.
- 37) At any time, a party can ask for permission to be represented in a dispute by providing information requested by the tribunal.
- 38) In considering a request for permission to be represented, a tribunal employee or member may consider whether
- a) any other party in the dispute is represented and if so, whether that representative is a lawyer or other person supervised by a lawyer,
  - b) every party in the dispute has agreed to representation,
  - c) the person proposed as the representative is appropriate, and
  - d) in the interests of justice and fairness, the party should be permitted to be represented.
- 39) A refusal of a request for permission to be represented must be made by a tribunal member.
- 40) If a party is represented, the representative can be
- a) a practicing lawyer or a person supervised by a lawyer in B.C.,
  - b) a spouse, a relative, or a friend who has agreed to act as a representative, or
  - c) another person proposed by the party and permitted by the tribunal.



- 41) A party who is represented must be present, or otherwise fully informed and providing direct input, during facilitation, unless the facilitator excuses the party from doing so.
- 42) A party that is a corporation, partnership or other form of organization must act through one of the following:
- a) if the party is a strata corporation, by an authorized member of the strata council;
  - b) if the party is an incorporated entity, by a director, officer or authorized employee;
  - c) if the party is a partnership, by a partner or authorized employee; or
  - d) if the party is an unincorporated entity using a business name, by the owner of the business or any authorized employee.
- 43) A party with insurance coverage for a claim may be represented by their insurer.
- 44) An insurer representing a party in a dispute must act through
- a) a director or authorized employee of the insurer, or
  - b) another person permitted by a tribunal employee or member to represent the insurer.
- 45) A person acting for or representing a corporation, partnership or other form of organization must have the authority to bind the party at all stages of the tribunal dispute resolution process.

## Timelines

- 46) A facilitator or tribunal member can extend or shorten any timeline for any step or phase of the dispute resolution process.
- 47) The tribunal can pause the dispute resolution process and resume it at a future date.

## STARTING THE DISPUTE RESOLUTION PROCESS

### How to Apply for Dispute Resolution

- 48) To request dispute resolution by the tribunal, an applicant must
- a) provide to the tribunal a completed Dispute Application Form, and
  - b) pay the required fee.

48.1) The applicant must use the Dispute Application Form available through the tribunal's website to request dispute resolution.

49) After an initial review of the Dispute Application Form, the tribunal will provide to the applicant one of the following:

- a) a request for more information about the application,
- b) a Dispute Notice to serve on each respondent, or
- c) an explanation as to why the application is not accepted.

50) A person must not apply for dispute resolution if

- a) any claim in the application is already before a court or other legally binding process, and
- b) the claim is scheduled for a hearing or trial in a court or other legally binding process.

### **How to Provide Notice to Respondents**

51) The applicant must

- a) provide a Dispute Notice and a blank Dispute Response Form to every respondent named in the dispute within 90 days from the day the Dispute Notice is issued by the tribunal,
- b) complete the Proof of Notice Form,
- c) provide the completed Proof of Notice Form to the tribunal, and
- d) provide any other information or evidence about the Dispute Notice or notice process requested by the tribunal.

52) A Dispute Notice can be provided to a respondent by email, fax, registered mail, courier delivery requiring a signature or by delivering it in person.

### **How to Provide a Dispute Notice by Email**

53) Notice by email is acceptable proof that the notice requirements are met only if the respondent confirms receipt by sending a reply by email to the applicant by the date shown on the Dispute Notice.

54) If an attempt to provide notice by email is not confirmed by the respondent, the applicant can attempt to provide notice by registered mail, courier delivery requiring a signature, fax or by delivering it in person.

### **When a Dispute Notice is Considered Received**

- 55) Notice by email is considered received on the date shown on the emailed reply from the respondent.
- 56) The date and time of transmission shown on a fax confirmation sheet is accepted as proof that the notice requirements are met if it is sent by fax.
- 57) Notice by registered mail is considered received on the date and time shown on the delivery receipt.
- 58) Notice by courier is considered received at the time and date shown on the signed proof of delivery.
- 59) Notice by delivery in person is considered received at the date and time it is delivered to the respondent.

### **How to Provide Notice for Adults with Impaired Mental Capacity and for Children**

- 60) If an applicant knows that a respondent has a committee of estate, a representative appointed in a representation agreement, or an attorney appointed in an enduring power of attorney, the applicant must provide the Dispute Notice to that person and to
  - a) the respondent or the person with whom the respondent normally resides, and
  - b) the Public Guardian and Trustee.
- 61) If a respondent is a child, the applicant must provide the Dispute Notice to that respondent's parent or guardian unless the tribunal orders otherwise.

### **How to Provide Notice for Strata Corporation Respondents**

- 62) If the respondent is a strata corporation as defined in the *Strata Property Act*, a Dispute Notice must be provided
  - a) by registered mail, courier delivery requiring a signature or delivery in person to the strata corporation at its most recent mailing address on file in the Land Title Office, or
  - b) by delivery in person to a council member.

### **How to Provide Notice to Companies, Societies, Partnerships and Others**

- 63) If a respondent is a company as defined by the *Business Corporations Act*, a Dispute Notice must be provided

- a) by registered mail, courier delivery requiring a signature or delivery in person to the address shown for the registered office with the Registrar of Companies,
  - b) by delivery in person at the place of business of the company, to a receptionist or a person who appears to manage or control the company's business there, or
  - c) by delivery in person to a director, officer, liquidator, trustee in bankruptcy or receiver manager of the company.
- 64) If a respondent is an extraprovincial company as defined by the *Business Corporations Act*, a Dispute Notice must be provided
- a) by registered mail, courier delivery requiring a signature or delivery in person to the address shown for the head office in the office of the Registrar of Companies if that head office is in British Columbia,
  - b) by registered mail, courier delivery requiring a signature or delivery in person to the address shown in the office of the Registrar of Companies for any attorney appointed for the extraprovincial company,
  - c) by delivery in person to the place of business of the extraprovincial company, to a receptionist or a person who appears to manage or control the company's business there, or
  - d) by delivery in person to a director, officer, liquidator, trustee in bankruptcy or receiver manager of the extraprovincial company.
- 65) If a respondent is a society incorporated under the *Society Act*, a Dispute Notice must be provided
- a) by registered mail, courier delivery requiring a signature or delivery in person to the address for service with the Registrar of Companies, or
  - b) by delivery in person to a director, officer, receiver manager or liquidator of the society.
- 66) If a respondent is a partnership, a Dispute Notice must be provided
- a) by registered mail, courier delivery requiring a signature or delivery in person to a partner, or
  - b) by delivery in person to the partnership's place of business, to a receptionist or to a person who appears to manage or control the partnership's business there.

- 67) If a respondent is a trade union, municipality, extraprovincial society, unincorporated association, or a party outside Canada, an applicant must
- a) complete the Request for Directions on How to Provide Notice Form and provide it to the tribunal, and
  - b) complete the steps and follow the directions provided by the tribunal.

### **Proof of Notice Requirements have been Followed**

- 68) A party who completes the steps to provide notice must provide a completed Proof of Notice Form to the tribunal.

### **If Notice is not Delivered on Time**

- 69) A Dispute Notice is invalid if it is not provided to a respondent by the deadline for providing notice on the Dispute Notice.
- 70) The tribunal can refuse to resolve a claim against a respondent if an applicant does not confirm with the tribunal that notice was delivered to that respondent within 90 days of the date of the Dispute Notice.
- 71) An applicant who fails to provide notice by the date on the Dispute Notice can, by completing the Request for Directions on how to Provide Notice Form, ask the tribunal for
- a) an extension to the notice period, and
  - b) any other direction on how to provide notice.

### **If an Applicant has Difficulty Providing Notice to a Respondent**

- 72) An applicant who has difficulty providing notice to a respondent can ask the tribunal for direction on using another method to satisfy the notice requirements.

## **RESPONDING TO AN APPLICATION FOR DISPUTE RESOLUTION**

### **What to do if you Receive a Dispute Notice**

- 73) A respondent who receives a Dispute Notice must complete a Dispute Response Form.
- 74) The respondent must

- a) provide the Dispute Response Form to the tribunal and to every other party in the dispute before the expiry of the reply timeline shown on the Dispute Response Form, and
- b) pay the required fee.

### **How a Respondent can add Claims to a Dispute**

75) A respondent can add a claim to a dispute by

- a) indicating in a completed Dispute Response Form that the respondent will add at least one claim in the dispute,
- b) completing an Additional Claim Form,
- c) paying the required fee to add a claim, and
- d) providing a copy of the completed Dispute Response Form together with the completed Additional Claim form to the tribunal and to every other party in the dispute within 14 days of receiving the Dispute Notice.

### **How a Respondent can add Another Person to a Dispute**

76) If a respondent thinks another person is responsible for a claim, that respondent can apply for dispute resolution against that other person by

- a) indicating in a completed Dispute Response Form that the respondent will apply for dispute resolution against that other person,
- b) completing the steps to apply for dispute resolution with the tribunal and paying the required fee to apply for dispute resolution, and
- c) asking the tribunal to join the new dispute against that other person to the dispute started against that respondent.

### **If the Tribunal Wants More Information or Corrections to an Application**

77) Before accepting an application for dispute resolution, the tribunal can require an applicant to make corrections or provide additional information.

### **If the Tribunal Refuses to Accept Application for Dispute Resolution**

78) If the tribunal refuses to accept an application for dispute resolution, it will

- a) notify the applicant of that refusal, and
- b) provide reasons for the refusal.

## **FAILURE TO RESPOND TO A DISPUTE NOTICE**

79) A party named as a respondent to a dispute who fails to respond to a properly delivered Dispute Notice by the date shown on the notice is in default.

80) If every respondent is in default, an applicant can request a default decision and order by

- a) requesting a default decision and order,
- b) providing a completed Proof of Notice Form, and
- c) paying the required fee to request a default decision and order.

81) The tribunal must resolve a dispute if

- a) no respondent responds to a properly delivered Dispute Notice within the time required,  
and
- b) the applicant does not request a default decision within 100 days of the date shown on the Dispute Notice.

## **FACILITATION**

### **Support in Facilitation**

82) Parties in the facilitation process receive support from a tribunal officer or member acting as a facilitator.

### **The Facilitation Plan**

83) The facilitator will determine a facilitation plan for each dispute that includes

- a) processes to be followed, including the types of communication the parties will use,
- b) steps to be taken, and
- c) timelines.

84) The facilitator can make adjustments or modifications to the plan during facilitation.

### Agreements in Facilitation

85) If the parties reach a resolution by agreement on any or all of the claims in their dispute, they can

- a) ask the tribunal to make a consent resolution order to make the terms of their agreement an order of the tribunal, and
- b) pay the required fee.

86) The agreement that is the subject of a requested consent resolution order must set out

- a) the terms of agreement among the parties, and
- b) any other information the parties or the facilitator thinks should be included.

87) If the agreement involves an adult with impaired mental capacity, the tribunal must review the agreement to ensure that it is fair, reasonable, and in the incapable adult's best interests.

88) If the agreement involves a child, the provisions of the *Infants Act* apply to the agreement and must be met before the parties request a consent resolution order.

89) If the tribunal issues a consent resolution order, it becomes a final decision of the tribunal.

90) If the parties agree to resolve some, but not all claims, by agreement, the facilitator can record their draft agreement based on the terms agreed upon by the parties, and provide it to a tribunal member

- a) immediately, or
- b) along with the Tribunal Decision Plan.

### How Facilitation Works

91) During facilitation, the facilitator can review and approve all communications between the parties before they are delivered.

92) A facilitator can communicate privately with one party at a time for the purposes of facilitated dispute resolution.

93) The facilitator can direct any party in a dispute to provide to the tribunal and to every other party

- a) any information and evidence, including explanations of that information or evidence,
- b) information about the ability to pay an amount reached by agreement or ordered by the tribunal,



- c) responses to another party's information and communications, and
- d) that party's position on any proposed resolution of a claim in the dispute.

94) At any time during facilitation, the facilitator can

- a) recommend that a party take steps to add a party to the dispute, and
- b) determine the steps required to add that party, including who should pay any costs associated with those steps.

95) During facilitation, the facilitator can refer any matter requiring a decision or order to a tribunal member, including a party's non-compliance with directions.

### **Non-Binding Neutral Evaluation**

96) At any time during facilitation, the facilitator can provide

- a) a non-binding neutral evaluation of the claims including any representations, demands, offers, information or evidence relating to a claim, or
- b) views on how the tribunal would likely resolve the dispute if it were to be resolved by the tribunal decision process.

97) A facilitator's non-binding neutral evaluation on how the tribunal would likely resolve a dispute in a hearing is covered by the confidentiality and non-disclosure rules.

### **If the Parties Consent to Facilitator Resolving by Decision**

98) If the parties consent and if the facilitator is a tribunal member, the facilitator can, at any time during facilitation

- a) resolve any issue or claim by final decision, and
- b) include an order giving effect to that final decision.

### **End of Agreement-based Activities and Start of Tribunal Decision Preparation**

99) If the facilitator decides the parties cannot resolve their dispute by agreement, the facilitator will

- a) inform the parties that activities aimed at finding a resolution by agreement are over, and
- b) ask the applicant to pay the tribunal decision fee.

100) If the applicant does not pay the tribunal decision fee, a respondent can pay it.

- 101) If no party pays the tribunal decision fee within the time period set by the facilitator, the tribunal can
- a) refuse to resolve the dispute, or
  - b) dismiss the dispute.
- 102) If a party pays the tribunal decision fee, the process to prepare the dispute for a tribunal decision will begin.

### **Facilitator Support for Tribunal Decision Preparation**

- 103) To prepare the dispute for a tribunal decision, the facilitator can support the parties in
- a) identifying and narrowing the claims or issues that will be decided in the tribunal decision process,
  - b) identifying the facts relevant to resolving the claims or issues in the tribunal decision process, and
  - c) taking any other steps to prepare for the tribunal decision process.

### **Tribunal Decision Plan**

- 104) To prepare for the tribunal decision process, the facilitator will give the parties a Tribunal Decision Plan, which sets out
- a) required information,
  - b) steps and timelines to prepare the dispute for the tribunal decision process, and
  - c) the date by which the tribunal will provide its decision.
- 105) The facilitator can direct the parties to complete the steps in a Tribunal Decision Plan, including
- a) providing information, evidence and records relating to any claims or issues,
  - b) providing information and explanations relating to their own or to another party's positions and submissions,
  - c) providing an agreed statement of facts,
  - d) exchanging all of the information and evidence required by the plan with the other parties,
  - e) responding to any submissions or evidence provided by other parties, and
  - f) providing the dates for completing any of the steps required by the plan.

- 106) Once the facilitator has given the Tribunal Decision Plan to the parties, they cannot add any other party or claim without permission from the tribunal.

### How to Summons a Person to Provide Evidence

- 107) If a party or the tribunal requires a person to provide evidence or to produce a record or other thing in that person's control, the party or the tribunal can issue a summons by
- a) following the instructions and completing the required steps on the Summons Form,
  - b) serving the summons according to the instructions in the Summons Form, and
  - c) including with the summons the fees shown on the Summons Form.

### End of Facilitation

- 108) When facilitation ends, the facilitator will
- a) ask the parties to confirm that all the necessary steps have been completed on the Tribunal Decision Plan,
  - b) determine the recommended format and length for their tribunal decision process
  - c) notify the parties of the expected start date for the tribunal process, and
  - d) provide any further instructions and directions required to prepare for the tribunal decision process.
- 109) If a party does not comply with the Tribunal Decision Plan
- a) the tribunal can decide the dispute relying only on the information and evidence that was filed in compliance with the Tribunal Decision Plan,
  - b) the tribunal can dismiss the claims brought by a party that did not comply with the Tribunal Decision Plan, and
  - c) the tribunal can require the non-complying party to pay to another party any fees and other reasonable expenses that arose as a result of a party's non-compliance with the Tribunal Decision Plan.

### Expert Evidence

- 110) Expert opinion evidence will only be accepted from a person the tribunal decides is qualified by education, training, or experience to give that opinion.

- 111) An expert must state his or her qualifications in any written expert opinion evidence or other reports.
- 112) The tribunal can
  - a) direct a party to obtain expert opinion evidence, or
  - b) direct multiple parties to retain a joint expert to produce expert opinion evidence.
- 113) If the tribunal is directing a party to obtain expert opinion evidence, it can
  - a) decide who must pay for it, and
  - b) include the cost of that expert opinion evidence as an expense a party is ordered to pay to another party at the end of the tribunal decision process.
- 114) An expert giving evidence to the tribunal is there to assist the tribunal and not to advocate for any side or party in a dispute.
- 115) A party providing written expert opinion evidence to the tribunal must provide a copy of it to every other party by the deadline shown in the Tribunal Decision Plan.

## **THE TRIBUNAL DECISION PROCESS**

### **Start of Tribunal Decision Process**

- 116) The tribunal decision process starts on the date shown on the Tribunal Decision Plan or on a later date communicated by the tribunal.

### **How the Tribunal Decision Process Works**

- 117) The tribunal can determine all matters relating to the tribunal decision process, including
  - a) the format and length of the tribunal decision process,
  - b) any instructions and directions required to prepare for, or to complete, the tribunal decision process, and
  - c) any other matter within the authority of the tribunal.

### **If a Dispute Requires more Facilitation**

- 118) If, at any time before or during the tribunal decision process, the tribunal decides that a dispute requires further facilitation, it can
- a) refer the dispute back to facilitation, and
  - b) suspend the tribunal decision process until a facilitator refers the dispute back to the tribunal decision process.

### **When the Tribunal Provides its Final Decision**

- 119) The tribunal must provide its final decision and any orders resolving the dispute by the date shown on the Tribunal Decision Plan unless the tribunal changes the date.
- 120) The CRT Chair may extend the time allowed for providing a final decision and orders resolving the dispute.
- 121) If the tribunal changes the date for providing its final decision and orders, it will notify the parties of that change.

### **Final Decisions and Orders**

- 122) A final decision or order can include
- a) an order for a party to pay money to another party,
  - b) an order requiring a party to do or stop doing something, and
  - c) any order, terms or conditions the tribunal considers appropriate.
- 123) If a final decision or order resolving a dispute is given orally, a written record of the order must be given to the parties at or before the date shown in the Tribunal Decision Plan.
- 124) An order for a party to pay money to another party that is a child can include a requirement to make the payment to the Public Guardian and Trustee on behalf of that child.
- 125) An order for a party to pay money to a party who is a person with impaired mental capacity can include a requirement
- a) to make the payment to the committee of estate, the representative appointed in a representation agreement, or the attorney appointed in an enduring power of attorney, for that person,

- b) to make the payment to the party's legal representative, or
- c) if there is no committee of estate, representative appointed in a representation agreement, or attorney appointed in an enduring power of attorney for that person, to the Public Guardian and Trustee.

### **Recovery of Fees and Expenses**

- 126) A final decision or order can also include a requirement for one party to pay to another party in the dispute some or all of
- a) any tribunal fees paid by the other party in relation in the dispute,
  - b) any fees and expenses paid by a party in relation to witness fees and summonses, and
  - c) any other reasonable expenses and charges that the tribunal considers directly related to the conduct of the tribunal dispute resolution process.

## **WITHDRAWAL AND DISMISSAL**

### **If a Party wants to Withdraw its Claims**

- 127) A party can request permission to withdraw its claims before the end of facilitation by following the directions of the facilitator.
- 128) A party can ask the tribunal member for permission to withdraw its claims during the tribunal decision process.

### **If the Parties want the Dispute Dismissed**

- 129) The parties can request a consent dismissal of a dispute at any time before the tribunal resolves the dispute by decision.
- 130) A request to dismiss a dispute will normally be granted if it has been agreed upon by all parties in the dispute.
- 131) A person requesting the dismissal of a claim made by a child or an adult with impaired mental capacity must include written consent from the Public Guardian and Trustee for that request.

## **Fees and Expenses for Withdrawals and Dismissals**

- 132) The tribunal can make orders regarding payment of fees or reasonable expenses in the case of a withdrawal or dismissal.

## **REQUESTS FOR CANCELLATION OF FINAL DECISIONS, DEFAULTS, DISMISSALS OR TRIBUNAL REFUSALS TO RESOLVE A DISPUTE**

- 133) A party may request the cancellation of a final decision, default, dismissal or tribunal refusal to resolve a dispute that was made when that party failed to comply with the Act, rules or regulations by
- a) completing the Request for Cancellation of Final Decision or Dismissal Form,
  - b) providing evidence to support their request, and
  - c) paying the required fee.
- 134) If the request for cancellation is accepted for consideration by the tribunal, a facilitator will
- a) decide what steps are required, and
  - b) provide instructions to the person making the request on how to notify the other parties or other people requiring notice.
- 135) A request to cancel a final decision, default, dismissal or tribunal refusal to resolve a dispute that was made when a party failed to comply with the Act, rules or regulations must include the reasons for the non-compliance.
- 136) In reviewing the request for cancellation, the tribunal will consider
- a) whether the reason for non-compliance was due to an accident, illness or other cause beyond the control of the party making the request,
  - b) whether the party making the request was acting in good faith,
  - c) evidence supporting their request, and
  - d) if there is any delay in filing the request for cancellation, the reason for that delay, along with evidence for the delay.

- 137) Generally, the tribunal will not cancel a final decision, default, dismissal or tribunal refusal to resolve a dispute that was made when a party failed to comply with the Act, rules or regulations if the reason for non-compliance or any delay was within the control of that party.

## TRIBUNAL INFORMATION AND DOCUMENTS

### Public Requests for Information from Tribunal Disputes

- 138) A person who wants to know the names of parties or any other information in a tribunal dispute that is not already publicly available through the tribunal or another public website can ask the tribunal for that information by
- a) completing the Public Information Request Form, and
  - b) paying the required fee.
- 139) In reviewing a public information request the tribunal
- a) must consider whether the information can be obtained by the requestor from another publicly available source,
  - b) must allow the requestor to explain their reasons for wanting the information that is the subject of the request, as well as how that person plans to use the information,
  - c) must consider the privacy of any person named in the dispute in all open or closed tribunal disputes whose information might be the subject of the request,
  - d) must not, unless compelled by legislation or a court order, disclose any information about a dispute that has not entered the tribunal decision phase,
  - e) must maintain confidentiality of settlement discussions in all open or closed tribunal disputes,
  - f) must consider the interests of justice and fairness, both for the person making the request and for any person whose information would be disclosed,
  - g) can redact any part of the information it decides to provide to the requestor, and
  - h) can make an order setting out any limitations on the use or handling of any information it chooses to release.



- 140) The tribunal can require a party to pay fees for obtaining copies of information or records from the tribunal.
- 141) A tribunal member can, at any time, order that some or all information in a dispute be sealed or redacted.

### **Conversion of Information, Records and Other Information**

- 142) The tribunal can
- a) convert information, records and other data into an electronically or digitally stored format,
  - b) deem the converted information, records or other data as an accurate representation of the information contained in the original, and
  - c) destroy the original form of the information, record or data after it has been converted.

### **Validated Copies of Tribunal Documents**

- 143) A tribunal officer can validate a record or other document by
- a) including text on a copy of the document saying it is validated, and
  - b) including a signature on a copy of the document.
- 144) A signature on a validated document produced by the tribunal can be applied electronically.
- 145) A person who wants to obtain a validated copy of a tribunal document must
- a) provide the information required for the request, and
  - b) pay the required fee.