



# Civil Resolution Tribunal

## **RULES**

*effective May 1, 2021*



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## PART 1 - GENERAL RULES

### Rule 1.1 -- Purpose of the 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 considering 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 those 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 the public.

### Rule 1.2 -- Format and Interpretation of the Rules

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

### Rule 1.3 -- Participation

- 1) All parties in a dispute the tribunal is resolving must
  - a) make themselves available to participate in the tribunal process,
  - b) participate in all of the tribunal's case management activities or hearings,
  - c) behave and communicate in a respectful manner, and
  - d) follow the directions that tribunal members, case managers and other tribunal staff provide.



- 2) If multiple applicants choose to file an application for dispute resolution together, those applicants must nominate a primary applicant to
  - a) start the tribunal process,
  - b) serve as the contact person for the multiple applicants, and
  - c) represent all the applicants during the tribunal process, including having the authority to bind all applicants.
- 3) A person can record a case management discussion or tribunal decision process only with permission from the tribunal.
- 4) All parties, representatives and helpers must comply with the tribunal's [Code of Conduct](#) for Parties, Representatives and Helpers.

### Rule 1.4 -- Non-Compliance

- 1) [Repealed]
- 2) If a party does not comply with the Act, a rule, an order, or a direction at any stage of a tribunal proceeding, the tribunal may determine the party is non-compliant and
  - a) decide the dispute relying only on the information and evidence that was provided in compliance with the Act, a rule, an order, or a direction,
  - b) conclude that the non-compliant party has not provided information or evidence because the information or evidence would have been unfavourable to that party's position, and make a finding of fact based on that conclusion,
  - c) dismiss the claims brought by a party that did not comply with the Act, a rule, an order, or a direction, and
  - d) require the non-compliant party to pay to another party any fees and other reasonable expenses that arose because of a party's non-compliance with the Act, a rule, an order, or a direction.
- 3) To determine how to proceed when a party is non-compliant the tribunal will consider
  - a) whether an issue raised by the claim or dispute is important to persons other than the parties to the dispute,
  - b) the stage in the case management process at which the non-compliance occurred,
  - c) the nature and extent of the non-compliance,
  - d) the relative impact on the parties of the tribunal's order addressing the non-compliance, and



- e) the effect of the non-compliance on the tribunal's resources and mandate.

### **Rule 1.5 -- Tribunal Forms**

- 1) The official versions of the tribunal's forms are
  - a) the electronic versions the tribunal provides, and
  - b) the paper versions the tribunal authorizes.

### **Rule 1.6 -- Tribunal Fees**

- 1) If a tribunal form or rule indicates a fee is required to take a step, the fee shown in the [Civil Resolution Tribunal Fees](#) must be paid before the tribunal will complete the step.
- 2) 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 the tribunal requests.
- 3) In deciding whether to waive the payment of fees, the tribunal will consider the person's ability to pay, based on information about that person's financial situation.
- 4) If the tribunal waives payment of fees and later determines that the person should not have qualified for a fee waiver, the tribunal may order that person to pay the fees.

### **Rule 1.7 -- Information and Evidence**

- 1) Parties are responsible for providing evidence to support their position on each claim.
- 2) The tribunal can restrict the format, size, or amount of information and evidence submitted or exchanged during the tribunal process.
- 3) If information or evidence submitted is not of a format or quality necessary to support a fair and appropriate tribunal process, the tribunal can require the person who submitted the information or evidence to resubmit it in a different format or to reduce the amount of evidence submitted.
- 4) Parties must only submit original documents and physical evidence when they are directed or ordered to do so.
- 5) All information and evidence that a party relies on must be in English or translated to English.

### **Rule 1.8 -- Communications and Party Contact Information**

- 1) Every party and representative of a party must provide contact information including
  - 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.
- 2) A party must create a CRT account to access the CRT's online services.
- 3) The tribunal will send communications electronically unless it is satisfied that the party cannot use electronic communication methods.

### **Rule 1.9 -- Monitoring of Contact Methods and Use of Contact Information**

- 1) Every party or representative of a party must
  - a) avoid disclosure of, inappropriate access to or use of their contact information for tribunal communications by people other than the party or the party's representative,
  - b) closely monitor and use their contact methods for tribunal communications until the dispute is fully resolved, and
  - c) notify the tribunal immediately if their contact information for tribunal communications changes.

### **Rule 1.10 -- Timing of Communications**

- 1) Except for electronic communications made to serve a party with a Dispute Notice, electronic communications are considered received 24 hours after they are sent, unless the tribunal is satisfied the recipient has received the communication earlier.
- 2) Except for communications made to serve a party with a Dispute Notice, communications sent by regular mail are considered received on the fifteenth day after the tribunal gives the mail to its mail services provider, unless the tribunal is satisfied the recipient has received the communication earlier.
- 3) Communications sent by registered mail and courier delivery requiring a signature are considered received at the time shown on the delivery receipt.

### **Rule 1.11 -- Confidentiality of Settlement Discussions**

- 1) Communications made attempting to settle claims by agreement in the tribunal process 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) a court or tribunal requires the parties to disclose them,





- c) they 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 is abusive or includes threats of bodily harm.

### **Rule 1.12 -- Translation and Interpretation for People Who Need Help Communicating**

- 1) 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 party's ability to communicate is limited for another reason.
- 2) A person must not provide translation, interpretation support or assistance for any party to that dispute if
  - a) the person may 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.
- 3) The tribunal can decide which party must pay for translation or interpretation services and can direct any party to take further steps in relation to translation or interpretation of communications.

### **Rule 1.13 – Disputes Involving Minors and Persons with Impaired Mental Capacity**

- 1) A minor or a person with impaired mental capacity
  - a) must participate in the tribunal process through a litigation guardian, and
  - b) does not need the tribunal's permission to be represented.
- 2) A litigation guardian acting for a minor or a person with impaired mental capacity must provide a completed Litigation Guardian Declaration Form to the tribunal.
- 3) If an application for dispute resolution involves a personal injury, then a minor 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.
- 4) If an application for dispute resolution involves a minor or person with impaired mental capacity, and that party's litigation guardian intends to abandon more than 20% of the claim's value so it falls within the tribunal's monetary jurisdiction, the litigation guardian must first obtain the consent of the Public Guardian and Trustee.

### **Rule 1.14 – Disputes Involving Corporations, Partnerships or Other Organizations**

- 1) 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 a section of a strata corporation, by an authorized member of the section executive;
  - c) if the party is an incorporated entity, by a director, officer or authorized employee;
  - d) if the party is a partnership, by a partner or authorized employee; or
  - e) if the party is an unincorporated entity using a business name, such as a sole proprietorship, by the owner of the business or an authorized employee.
- 2) 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 process.

### **Rule 1.15 – Disputes Involving an Insurer**

- 1) An insurer who is a party or representative of a party in a dispute must act through
  - a) a director or authorized employee of the insurer, or
  - b) another person the tribunal permits to represent the insurer.

### **Rule 1.16 – Representatives and Helpers**

- 1) Unless these rules state a party does not need the tribunal's permission to be represented, a party must receive the tribunal's permission to have a representative.
- 2) A party who is represented must be present during all tribunal proceedings, or otherwise fully informed and providing direct input.
- 3) A party may use a helper to assist them in the tribunal process, but a helper may not communicate on behalf of the party or enter into binding agreements on the party's behalf.
- 4) A party to a dispute under the tribunal's motor vehicle injury jurisdiction does not need the tribunal's permission to have a lawyer represent them.
- 5) An insurer may represent their insured without requiring the tribunal's permission if they
  - a) are making a claim to recover from a third party an amount paid under an insurance policy, or
  - b) may be required to provide coverage to pay damages in a dispute.
- 6) If a party requests the tribunal's permission to be represented in a dispute, the party must provide information to the tribunal explaining why representation is in the interests of justice and fairness.
- 7) In considering a request for permission to be represented by someone other than a lawyer or insurer in a dispute under the tribunal's motor vehicle injury jurisdiction, the tribunal may consider



- a) whether the proposed representative has an interest in the dispute that is adverse to the party's interest in the dispute,
  - b) whether the proposed representative may be a witness in the dispute,
  - c) the proposed representative's ability to communicate in English, and
  - d) the proposed representative's ability to respond to communications in a timely manner.
- 8) In considering a request for permission to be represented in a dispute other than a dispute under the tribunal's motor vehicle injury jurisdiction, the tribunal may consider
- a) if any other party in the dispute is represented and if so, whether that representative is a lawyer or person supervised by a lawyer,
  - b) whether every party in the dispute has agreed to representation,
  - c) whether the person proposed as the representative is appropriate,
  - d) the stage in the dispute resolution process, and
  - e) whether, in the interests of justice and fairness, the party should be permitted to be represented.
- 9) At any time during the tribunal process, a case manager or tribunal member can restrict the helper or representative's participation in the tribunal process.

### **Rule 1.17 -- Timelines**

- 1) The tribunal can extend or shorten any timeline for any step or phase of the tribunal process.
- 2) The tribunal can pause the tribunal process and resume it at a future date.
- 3) In considering a request from a party to extend or shorten any timeline for any step or phase of the tribunal process, or to pause the tribunal process, the tribunal may consider
  - a) the reason for the request,
  - b) whether all parties consent,
  - c) any prejudice to the other parties,
  - d) whether there have been previous delays in the tribunal process, and the reasons for those delays,
  - e) the tribunal's mandate,
  - f) other legislation which applies to the dispute and to the request,
  - g) whether it is in the interests of justice and fairness, and
  - h) any other factors the tribunal considers appropriate.



- 4) If a deadline set by the tribunal falls on a weekend or statutory holiday, the deadline is automatically extended to the next business day.

### **Rule 1.18 -- Linking Disputes**

- 1) At any time during the tribunal process the tribunal can link disputes that have common parties or issues.
- 2) The tribunal may conduct joint case management or tribunal decision process activities for linked disputes.

### **Rule 1.19 – Amendments to Dispute Notices and Dispute Response Forms**

- 1) An applicant may ask the tribunal to issue an amended Dispute Notice, or a respondent may ask the tribunal to accept an amended Dispute Response Form, by
  - a) contacting the tribunal to request an amendment,
  - b) specifying the requested amendments, and
  - c) paying the required fee.
- 2) In deciding whether to amend a Dispute Notice or accept an amended Dispute Response Form the tribunal will consider
  - a) the stage in the proceeding,
  - b) the nature of the change,
  - c) any prejudice to the parties, and
  - d) any other factors the tribunal considers appropriate.
- 3) Except in extraordinary circumstances the tribunal will not issue an amended Dispute Notice or accept an amended Dispute Response Form after the dispute has entered the tribunal decision process.
- 4) If the tribunal issues an amended Dispute Notice, it will
  - a) provide a copy of the amended Dispute Notice to the applicant and all respondents that have filed Responses,
  - b) direct the applicant to serve the amended Dispute Notice on any respondents that have not filed Responses, and
  - c) allow respondents who have filed Responses to amend those Responses if the amendment to the Dispute Notice is substantive.



- 5) If the tribunal accepts an amended Dispute Response Form, the tribunal will provide a copy of the amended Dispute Response Form to all participating parties.

### **Rule 1.20 – Refusing to Resolve a Dispute**

- 1) Under section 11 of the Act, when determining whether to refuse to resolve a claim or dispute that is within the tribunal’s jurisdiction, the tribunal may consider
  - a) the tribunal’s mandate,
  - b) whether there are related legally binding processes underway,
  - c) the relative impacts on each party if the tribunal refuses to resolve the claim or dispute, and
  - d) any other factors the tribunal considers appropriate.

## **PART 2 - STARTING THE TRIBUNAL PROCESS**

### **Rule 2.1 -- How to Apply for Dispute Resolution**

- 1) To request dispute resolution by the tribunal, an applicant must
  - a) provide the tribunal with a completed Dispute Application Form, and
  - b) pay the required fee.
- 2) After an initial review of the Dispute Application Form, the tribunal may give the primary applicant one of the following:
  - a) a Dispute Notice and directions about what to do next,
  - b) a request for more information about the application, or
  - c) an explanation for why a Dispute Notice will not be issued.
- 3) Before applying for a minor injury determination under the tribunal’s motor vehicle injury jurisdiction a person must have
  - a) received a decision from the insurer that the insurer’s position is that the injury is a minor injury under the *Insurance (Vehicle) Act*, or
  - b) requested a decision from the insurer about whether the insurer’s position is that the injury is a minor injury under the *Insurance (Vehicle) Act*.
- 4) An application for dispute resolution must not exceed the character limits set out in the Dispute Application Form.



## **Rule 2.2 -- When the Tribunal May Serve a Respondent**

- 1) If the tribunal serves a respondent under this rule, then rules 2.6 and 2.7 do not apply.
- 2) On behalf of an applicant, the tribunal may serve the Dispute Notice and instructions for response on a respondent by regular mail if the respondent is an individual, corporation, strata corporation, section of a strata corporation, partnership, society, co-operative association or municipality.
- 3) The tribunal will normally serve a respondent itself unless the applicant tells the tribunal that the applicant wishes to serve the respondent.
- 4) If the respondent is an individual or partnership, the applicant must provide a name and mailing address that is in Canada for the respondent.
- 5) If the respondent is a corporation, society, co-operative association, strata corporation, section of a strata corporation, or municipality, the tribunal may send the Dispute Notice and instructions for response to the respondent by regular mail to
  - a) the corporation's registered office, head office or attorney's office;
  - b) the most recent mailing address on file in the Land Title Office, if the respondent is a strata corporation or a section of a strata corporation; or
  - c) the clerk, deputy clerk or a similar official, if the respondent is a municipality.
- 6) In addition to serving by regular mail, if an applicant provides an email address for a respondent then the tribunal may also send the Dispute Notice and instructions for response to that respondent by email.

## **Rule 2.3 – When and How an Applicant Must Serve a Respondent**

- 1) The tribunal will advise the applicant that the applicant must serve the Dispute Notice and instructions for response if
  - a) the applicant does not give the tribunal the information the tribunal requires to serve the Dispute Notice and instructions for response,
  - b) the tribunal receives satisfactory information that the respondent did not receive the Dispute Notice and instructions for response the tribunal sent,
  - c) the tribunal cannot serve the Dispute Notice and instructions for response for any other reason, or
  - d) the applicant chooses to serve the documents.
- 2) If the tribunal advises the applicant that the applicant must serve the Dispute Notice and instructions for response, the applicant must



- a) serve the Dispute Notice and instructions for response on every respondent named in the dispute and not served by the tribunal within 90 days from the day the tribunal issues the Dispute Notice by
    - i. a method these rules permit for serving the type of respondent, or
    - ii. another method the tribunal orders,
  - b) complete the Proof of Service Form and provide it to the tribunal within 90 days from the day the tribunal issues the Dispute Notice, and
  - c) provide any other information or evidence about the Dispute Notice or service process the tribunal requests.
- 3) The tribunal may refuse to resolve a dispute if
- a) the Dispute Notice and instructions for response are not served on every respondent within 90 days from the day the tribunal issues the Dispute Notice, and
  - b) the applicant has not requested an extension of time for service or withdrawn their claim against any parties not served.
- 4) An applicant can ask the tribunal for more time to serve a respondent by completing the Request for Extension to Serve Form and providing it to the tribunal before the deadline for service has passed.

#### **Rule 2.4 -- When a Dispute Notice is Considered Served**

- 1) A Dispute Notice and instructions for response that the tribunal or an applicant sends by email are considered served only if the respondent acknowledges receipt of the Dispute Notice by
  - a) replying to the email,
  - b) contacting the tribunal to make a request specific to the dispute, or
  - c) otherwise confirming receipt of the Dispute Notice.
- 2) A Dispute Notice and instructions for response that the tribunal serves by regular mail are considered served on the fifteenth day after the tribunal gives the mail to its mail services provider unless
  - a) the tribunal receives notification that the Dispute Notice and instructions for response are received earlier, or
  - b) the tribunal receives satisfactory information that respondent did not receive the Dispute Notice and instructions for response.
- 3) A Dispute Notice and instructions for response that the applicant serves by registered mail are considered served on the date and time shown on the delivery receipt.



- 4) A Dispute Notice and instructions for response that the applicant serves by courier are considered served on the date and time shown on the signed proof of delivery.
- 5) A Dispute Notice and instructions for response that the applicant serves by delivery in person are considered served on the date and time it is delivered to the respondent.
- 6) Despite these rules, the tribunal may determine that the applicant has served a respondent with a Dispute Notice and instructions for response using another method the tribunal permits.

### **Rule 2.5 -- How to Serve Adults with Impaired Mental Capacity and Minors**

- 1) 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 serve the Dispute Notice and instructions for response on that person and
  - a) the respondent or the person with whom the respondent normally resides, and
  - b) the Public Guardian and Trustee.
- 2) If the tribunal requires an applicant to serve the Dispute Notice and instructions for response on a respondent who is a minor, the applicant must serve the Dispute Notice and instructions for response on that respondent's parent or guardian.

### **Rule 2.6 -- How to Serve Strata Corporations and Sections of a Strata Corporation**

- 1) This rule applies if the tribunal requires an applicant to serve the Dispute Notice and instructions for response on a respondent that is a strata corporation or section of a strata corporation, as defined in the *Strata Property Act*.
- 2) If the respondent is a strata corporation, a Dispute Notice and instructions for response must be served
  - 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.
- 3) If the respondent is a section of a strata corporation, a Dispute Notice and instructions for response must be served
  - a) by registered mail, courier delivery requiring a signature or delivery in person to the section at its most recent mailing address on file in the Land Title Office, or
  - b) by delivery in person to an executive member of the section.





- 4) If a strata corporation or a section of a strata corporation is served with a Dispute Notice and instructions for response at its most recent mailing address on file in the Land Title Office, an applicant must also provide a copy of the Dispute Notice and instructions for response
  - a) if the claim is against a strata corporation, by delivery in person or regular mail to a member of the strata council or the property manager for the strata corporation, or
  - b) if the claim is against a section of a strata corporation, by delivery in person or regular mail to a member of the section executive or the property manager for the section of the strata corporation.

### **Rule 2.7 -- How to Serve Companies, Societies, Co-operative Associations, Partnerships and Others**

- 1) This rule applies if the tribunal requires an applicant to serve a respondent that is a company, extraprovincial company, society, cooperative association, partnership, or municipality. If a respondent is any other type of entity an applicant must follow the tribunal's directions to serve that entity.
- 2) If a respondent is a company as defined in the *Business Corporations Act*, a Dispute Notice and instructions for response must be served
  - 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.
- 3) If a respondent is an extraprovincial company as defined in the *Business Corporations Act*, a Dispute Notice and instructions for response must be served
  - 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 in British Columbia 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.
- 4) If a respondent is a society incorporated under the *Societies Act* or a co-operative association incorporated under the *Co-operative Association Act* a Dispute Notice and instructions for response must be served
  - 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, or
  - b) by delivery in person to a director, officer, receiver manager or liquidator of the society or co-operative association.
- 5) If a respondent is a partnership, a Dispute Notice and instructions for response must be served
  - 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.
- 6) If a respondent is a municipality located in British Columbia, a Dispute Notice and instructions for response must be served by providing a copy to the clerk, deputy clerk or a similar official by registered mail, courier delivery requiring a signature or delivery in person.

### **Rule 2.8 -- If a Claim is a Result of a Motor Vehicle Accident**

- 1) If a claim relates to a motor vehicle accident the tribunal will serve the Dispute Notice and instructions for response by email on the Insurance Corporation of British Columbia (ICBC) to the email address provided by ICBC for service.
- 2) A Dispute Notice and instructions for response the tribunal serves on ICBC are considered received 24 hours after they are sent.
- 3) Service of a Dispute Notice and instructions for response on ICBC are deemed to be service on all respondents unless ICBC notifies the tribunal within 7 days of being served that it is not accepting service on behalf of a respondent.
- 4) If ICBC does not accept service on behalf of a respondent, the service requirements for non-motor vehicle injury claims will apply to the dispute.



- 5) If ICBC accepts service on behalf of a respondent, ICBC must promptly notify the respondent.

### **Rule 2.9 -- If an Applicant has Difficulty Serving a Respondent**

- 1) An applicant who has difficulty serving a respondent can ask the tribunal for direction on using another method to satisfy the service requirements by sending the tribunal a completed Request for Directions on Service Form.
- 2) An applicant must submit the Request for Directions on Service Form to the tribunal before the deadline for service has passed.

## **PART 3 - RESPONDING TO A DISPUTE NOTICE**

### **Rule 3.1 -- What to do if you are Served with a Dispute Notice**

- 1) A respondent who is served with a Dispute Notice and instructions for response must, within 14 days of receiving them, or if service was outside British Columbia, within 30 days of receiving them
  - a) complete a Dispute Response Form,
  - b) provide the Dispute Response Form to the tribunal, and
  - c) pay the required fee.
- 2) The tribunal may extend the deadline for providing a completed Dispute Response Form.

### **Rule 3.2 - How a Respondent Can Make a Counterclaim**

- 1) Within 30 days of providing the Dispute Response Form to the tribunal, a respondent can make a counterclaim against an applicant by
  - a) indicating in a completed Dispute Response Form that the respondent will add at least one claim in the dispute,
  - b) completing an Application Form for the counterclaim,
  - c) providing the completed Application Form to the tribunal, and
  - d) paying the required fee to add a claim.
- 2) A respondent does not need to make a counterclaim against an applicant if the respondent only wants to claim tribunal fees and dispute related expenses.



### **Rule 3.3 - How Another Party Can Be Added to a Dispute**

- 1) A respondent who thinks another person is responsible for a claim can make a third party claim against that other person by
  - a) indicating in a completed Dispute Response Form that the respondent will apply for dispute resolution against the other person,
  - b) completing a Application Form for the third party claim that identifies the other person and describes any claims against that person,
  - c) providing the Application Form to the tribunal, and
  - d) paying the required fee to add a claim.
- 2) A respondent who makes a third party claim must complete the steps for “Starting the Tribunal Process” in Part 2 of these Rules, except
  - a) the time frame for serving the other party is 30 days instead of 90 days, and
  - b) the original Dispute Notice and any responses must be served along with the Dispute Notice and instructions for response for the additional claims.

## **PART 4 - FAILURE TO RESPOND TO A DISPUTE NOTICE**

### **Rule 4.1 - Default**

- 1) A party named as a respondent to a dispute who fails to respond to a properly served Dispute Notice and instructions for response within the timeframe provided for in the rules, or who has requested an extension to respond and has not responded by the date shown on the extension, is in default.
- 2) If the tribunal notifies an applicant that no respondent provided a Dispute Response, and the applicant does not request a default decision within 21 days of being notified they may do so, the tribunal may dismiss or refuse to resolve the dispute.



## **Rule 4.2 - Requesting a Default Decision and Order**

- 1) If every respondent has properly been served and has not responded, an applicant can request a default decision and order by
  - a) providing a completed Request for Default Decision and Order form together with supporting evidence of dispute-related expenses and the value of non-debt claims,
  - b) providing a completed Proof of Service Form, if applicable, and
  - c) paying the required fee to request a default decision and order.

## **Rule 4.3 - Default Decisions and Orders**

- 1) When the tribunal makes a default decision and order, it may
  - a) assume a respondent is liable,
  - b) determine the value of non-debt claims based on evidence satisfactory to the tribunal, and
  - c) resolve the dispute without a respondent's participation.
- 2) In a request for a default decision and order for a debt claim, the tribunal will order payment of
  - a) the amount claimed, and
  - b) applicable interest, claimed tribunal fees and reasonable dispute-related expenses.
- 3) In a request for a default decision and order for a non-debt claim, the tribunal will determine
  - a) the amount the applicant is entitled to, based on the evidence provided, if the claim is for money, and
  - b) the terms of an appropriate order, in any other case, including applicable interest, claimed tribunal fees and reasonable dispute-related expenses.

# **PART 5 - CASE MANAGEMENT**

## **Rule 5.1 -- Overview of Case Management**

- 1) Case management includes the negotiation, facilitation, and tribunal decision plan preparation phases of the tribunal process.
- 2) During case management, parties will receive support from a case manager.
- 3) The case manager will direct
  - a) processes to be followed, including the types of communication the parties will use,
  - b) steps to be taken, and



- c) timelines to be followed.
- 4) The case manager can modify the facilitation directions at any time during facilitation.
- 5) During case management, a case manager may refer any matter requiring a decision or order to a tribunal member, including a party's non-compliance with directions.
- 6) In deciding whether to refer any matter to a tribunal member, except for a referral about non-compliance with directions, the case manager will consider whether the referral
  - a) is appropriate and proportional in the circumstances of the dispute,
  - b) would facilitate speedy, accessible, inexpensive, informal and flexible resolution of the dispute,
  - c) would potentially end the dispute against one or more respondents, and
  - d) encourage early and collaborative dispute resolution.

### **Rule 5.2 -- Agreements Made During Case Management**

- 1) If the parties reach a resolution by agreement on any or all of the claims in their dispute, they can make the terms of their agreement an order of the tribunal by
  - a) asking the tribunal to approve a consent resolution or consent dismissal order, and
  - b) paying the required fee.
- 2) In reviewing a request for a consent resolution order or consent dismissal order, the tribunal may consider
  - a) whether the draft order is clear and within the tribunal's jurisdiction, and
  - b) any other factors the tribunal considers appropriate.
- 3) 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 case manager think should be included.
- 4) 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 that adult's best interests.
- 5) If the agreement involves a minor, the provisions of the *Infants Act* apply to the agreement and must be met before the parties request a consent resolution order.
- 6) If the tribunal issues a consent resolution order, it becomes a final decision of the tribunal.
- 7) If the parties agree to resolve some, but not all, claims by agreement, the case manager can record their draft agreement based on the terms agreed upon by the parties, and provide a draft consent resolution order to a tribunal member



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

### **Rule 5.3 -- How Facilitation Works**

- 1) During facilitation, the case manager can review and approve all communications between the parties before they are delivered.
- 2) A case manager can communicate privately with one party at a time for the purpose of facilitated dispute resolution.
- 3) The case manager 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 a party's 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.
- 4) At any time during case management, the case manager can
  - a) recommend that a party take steps to add a party to the dispute,
  - b) permit a party to add, revise, or withdraw a claim to the dispute, and
  - c) determine the steps required to add a party or claim, including who should pay any costs associated with those steps.

### **Rule 5.4 -- End of Agreement-based Activities and Start of Tribunal Decision**

#### **Preparation**

- 1) If the case manager decides the parties cannot resolve their dispute by agreement, the case manager will
  - a) inform the parties that the facilitation phase is over,
  - b) confirm the claims that are going forward for decision,
  - c) provide directions for the preparation and exchange of expert evidence, if necessary,
  - d) make a recommendation on the hearing format, if necessary, and
  - e) ask the applicant to pay the tribunal decision fee.
- 2) If the applicant does not pay the tribunal decision fee, a respondent can pay it.



- 3) If no party pays the tribunal decision fee within the time period set by the case manager, the tribunal can
  - a) refuse to resolve the dispute,
  - b) proceed to hear the dispute, or
  - c) dismiss the dispute.
- 4) If a party pays the tribunal decision fee, the process to prepare the dispute for a tribunal decision will begin.

### **Rule 5.5 -- Damages in Motor Vehicle Injury Disputes**

- 1) [Repealed]
- 2) If a party informs the tribunal, or the case manager identifies, that the damages that will be awarded in a motor vehicle injury dispute may exceed \$50,000, the tribunal may
  - a) set timelines for the parties to submit evidence,
  - b) set timelines for the parties to provide arguments, and
  - c) refer the determination to a tribunal member.
- 3) The tribunal may refuse to resolve a motor vehicle injury dispute about damages if
  - a) it determines, on the basis of satisfactory evidence, that there is a substantial likelihood the total amount of damages, excluding interest and expenses, that will be awarded for a minor injury in an accident claim will exceed \$50,000, or
  - b) it determines that the total amount of damages, excluding interest and expenses, in an accident claim will likely exceed \$50,000.

## **PART 6 - WITHDRAWAL AND DISMISSAL**

### **Rule 6.1 -- If a Party wants to Withdraw its Claims**

- 1) A party can request permission to withdraw one or more of its claims before the end of case management by following the tribunal's directions.
- 2) A party can ask the tribunal member for permission to withdraw one or more of its claims after the dispute has been assigned to a tribunal member for adjudication by contacting the tribunal.
- 3) A party who withdraws a claim can only pursue the claim again at the tribunal with the tribunal's permission.





- 4) If all claims in a dispute are withdrawn,
  - a) the tribunal will treat the dispute as resolved and close the dispute file, and
  - b) the applicant may continue any withdrawn claim only if the tribunal permits the party to do so.
- 5) In considering a request to pursue a withdrawn claim the tribunal may consider
  - a) the reason for the withdrawal,
  - b) any prejudice to the other parties,
  - c) whether the limitation period for the claim has expired,
  - d) the tribunal's mandate,
  - e) whether it is in the interests of justice and fairness, and
  - f) any other factors the tribunal considers appropriate.

### **Rule 6.2 -- If the Parties want the Dispute Dismissed by Consent**

- 1) The parties can request a consent dismissal of a dispute at any time before the tribunal resolves the dispute by decision.
- 2) The tribunal will normally grant a request to dismiss a dispute if all parties to the dispute have agreed to it.
- 3) A person requesting the consent dismissal of a claim relating to personal injuries made by a minor or an adult with impaired mental capacity must include written consent from the Public Guardian and Trustee for that request.

## **PART 7 - TRIBUNAL DECISION PREPARATION**

### **Rule 7.1 -- The Tribunal Decision Process**

- 1) 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 tribunal's authority.



## Rule 7.2 -- Case Manager Support for Tribunal Decision Preparation

- 1) To prepare the dispute for a tribunal decision, a case manager may 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 the parties for the tribunal decision process.
- 2) To prepare for the tribunal decision process, the case manager may give the parties directions which set out
  - a) required information, and
  - b) steps, timelines and submission limits to prepare the dispute for the tribunal decision process.

## Rule 7.3 -- Tribunal Decision Plan

- 1) The case manager can direct the parties to complete a Tribunal Decision Plan, including directing the parties to
  - a) provide information and evidence relating to any claims or issues,
  - b) provide information and explanations relating to their own or to another party's positions and arguments,
  - c) provide an agreed statement of facts,
  - d) exchange all the information and evidence required by the plan with the other parties,
  - e) respond to any arguments or evidence provided by other parties, and
  - f) complete any of the steps required by the plan by specific dates or within specific timelines.
- 2) For all disputes other than disputes under the tribunal's motor vehicle injury jurisdiction, the default timelines for completing the arguments portion of the Tribunal Decision Plan are
  - a) 7 days for the applicant to provide arguments,
  - b) 7 days for the respondent to respond, and
  - c) 5 days for the applicant to reply.
- 3) For disputes under the tribunal's motor vehicle injury jurisdiction, the default timelines for completing the arguments portion of the Tribunal Decision Plan are
  - a) 10 days for the applicant to provide arguments,
  - b) 10 days for the respondent to respond, and



- c) 7 days for the applicant to reply.
- 4) The timelines for completing the arguments portion of the Tribunal Decision Plan start when the case manager notifies the parties that a timeline is starting to run.
- 5) Unless a claim is for interest or dispute-related fees and expenses, arguments are limited to
  - a) 20,000 characters per claim for an applicant's arguments,
  - b) 20,000 characters per claim for a respondent's arguments, and
  - c) 10,000 characters per claim for an applicant's reply.
- 6) Arguments are limited to 500 characters per claim in
  - a) a claim for contractual or court order interest, or
  - b) a claim for dispute-related fees and expenses in a dispute that is not under the tribunal's strata property or motor vehicle injury jurisdiction.
- 7) Arguments are limited to 10,000 characters for a claim for dispute-related fees and expenses in a dispute under the tribunal's strata property or motor vehicle injury jurisdiction.
- 8) A party may contact a case manager to request an extension to the timeline for completing the Tribunal Decision Plan and to the limit on the length of arguments.
- 9) The tribunal may at any time order that a party be added to the dispute and make directions as to the process to be followed.

#### **Rule 7.4 -- If a Dispute Requires More Facilitation**

- 1) 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 case manager refers the dispute back to the tribunal decision process.
- 2) Case management ends when the case manager determines that the Tribunal Decision Plan is complete.
- 3) The tribunal can make a final decision without a Tribunal Decision Plan where all respondents are non-compliant.



## PART 8 - EVIDENCE

### Rule 8.1 -- Relevant Evidence Must Be Disclosed

- 1) A party must include in the Tribunal Decision Plan all evidence in their possession that may prove or disprove an issue in the dispute, even if the evidence does not support the party's position.

### Rule 8.2 -- How to Issue a Summons

- 1) A party must contact the other person in writing to request the evidence, record, or other thing in that person's control, before issuing a summons.
- 2) If a party requires a person to provide evidence or to produce a record or other thing in that person's control, the party can issue a summons by
  - a) consulting with the case manager,
  - b) completing the summons according to the case manager's directions,
  - c) providing the summons according to the instructions in the Summons Form or the tribunal's directions, and
  - d) including with the summons the fees shown on the Summons Form.

### Rule 8.3 -- Expert Evidence

- 1) A party may rely on an expert opinion only if the party provides the expert's evidence to all other parties
  - a) within 21 days of the case manager notifying the parties that facilitation has ended, or
  - b) the deadline set by the case manager or tribunal member.
- 2) An expert must state their qualifications in any written expert opinion evidence.
- 3) The tribunal may accept expert opinion evidence from a person the tribunal decides is qualified by education, training, or experience to give that opinion.
- 4) A party providing written expert opinion evidence to the tribunal must provide a copy of the expert's invoice and any correspondence with that expert relating to the requested opinion to every party by the deadline for providing the expert's evidence to all other parties.
- 5) 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.
- 6) 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, subject to any limits prescribed by regulation.
- 7) The role of an expert giving evidence to the tribunal is to assist the tribunal and not to advocate for any side or party in a dispute.
  - 8) A party wishing to challenge another party's expert or expert evidence must notify the tribunal of the reasons for the challenge as part of their Tribunal Decision Plan arguments.
  - 9) The tribunal may seek clarification of the expert report from the expert without advance notice to the parties.
  - 10) If the tribunal seeks clarification of the report, both the question(s) and the response(s) must be provided in writing and will be disclosed to the parties for arguments.
  - 11) The tribunal may accept an expert's written report without the expert attending an oral hearing.

#### **Rule 8.4 -- Limits on Expert Evidence for Motor Vehicle Injury Claims**

- 1) In determining whether additional expert evidence is reasonably necessary and proportionate for motor vehicle injury claims the tribunal may consider
  - a) the type of bodily injury or injuries,
  - b) the nature of the claim the tribunal must decide,
  - c) the other evidence available,
  - d) the amount claimed,
  - e) the timeliness of the request, and
  - f) any other factors the tribunal considers appropriate.

#### **Rule 8.5 -- Independent Medical Examinations**

- 1) For disputes filed under the tribunal's motor vehicle injury jurisdiction the tribunal may, on the tribunal's own initiative or on the request of a party, order an independent medical examination of the injured party at any point after a dispute response has been filed.
- 2) A party may request that the tribunal order an independent medical examination by
  - a) filling out the Independent Medical Examination Request Form,
  - b) paying the required fee.
- 3) Before ordering an independent medical examination, the tribunal may consider



- a) the type of bodily injury or injuries,
  - b) the issues in the dispute,
  - c) the extent and nature of existing expert medical evidence,
  - d) the amount claimed,
  - e) the ability of the parties to pay for their own experts,
  - f) whether all parties consent,
  - g) whether the party has failed to attend an expert examination requested by another party,  
and
  - h) any other factors the tribunal considers appropriate.
- 4) The Chair may
- a) create a roster of independent health professionals to perform independent medical examinations,
  - b) retain experts from that roster, and
  - c) determine the terms and conditions, including remuneration and reimbursement of expenses, under which an expert may perform an independent medical examination.
- 5) The tribunal must set the terms of reference for the independent medical examination and report in the order appointing the expert, including
- a) the form and content of the report,
  - b) any time periods for providing the report,
  - c) a fee for the report,
  - d) any information or evidence the tribunal wants the expert to consider, and
  - e) the questions to be answered in the report.
- 6) Except with the written consent of all parties, the tribunal must not appoint an expert to provide an independent medical examination if the expert
- a) has previously examined the injured party,
  - b) is treating or has previously treated the injured party,
  - c) has been consulted in the treatment of the injured party,
  - d) has acted as a consultant to the insurer with respect to the accident,
  - e) is a partner of or practices with an expert described above, or
  - f) could otherwise be reasonably viewed as potentially biased.



- 7) If the expert retained to conduct an independent medical examination considers it necessary to examine the party to provide a report, the expert may require the party to attend for an examination by giving the party written notice.
- 8) If a party fails to attend the independent medical examination when requested or obstructs the examination without reasonable cause, the tribunal may, after giving notice to the party who failed to attend or obstructed the examination,
  - a) direct the expert to reschedule the examination of the party and give the party notice of the rescheduled examination,
  - b) direct the expert to provide a report without examining the party, or
  - c) find the party non-compliant and decide the dispute without the report.
- 9) The tribunal will give a copy of the expert's independent medical examination report to all parties and the parties will have the opportunity to make submissions to the tribunal about the report.
- 10) The tribunal may seek clarification of the independent medical examination report from the expert without advance notice to the parties.
- 11) If the tribunal seeks clarification of an independent medical examination report, the tribunal will
  - a) require the question(s) and the response(s) to be provided in writing, and
  - b) disclose the questions and responses to the parties for submissions.
- 12) The tribunal is not bound by an independent medical examination report.

### **Rule 8.6 -- Costs of Expert Evidence in a Motor Vehicle Injury Dispute**

- 1) A party who cannot afford to pay the cost of obtaining expert evidence in a motor vehicle injury dispute may request that the tribunal order an independent medical examination and that another party pay the cost of obtaining the independent medical examination by
  - a) completing the Independent Medical Examination Request Form,
  - b) completing the steps required by the cost waiver section of the Independent Medical Examination Request Form, and
  - c) providing any other information the tribunal requests.
- 2) In deciding a request to order that another party pay the cost of an independent medical examination, the tribunal will consider
  - a) the requesting party's ability to pay, based on the information about that person's financial situation, and
  - b) the likelihood that the party's claim will be successful.



### **Rule 8.7 – Witnesses in Oral Hearings**

- 1) If the tribunal orders an oral hearing, a party must produce a witness list containing the names of the witnesses that the party intends to use to provide evidence at the oral hearing, and any other information the tribunal requires about the witnesses.
- 2) Each party will be given 7 days to provide their witness list to the tribunal.
- 3) Every witness may be required to make a solemn affirmation before giving evidence at an oral hearing.

### **Rule 8.8 – Orders to Produce Evidence**

- 1) If a party wants the tribunal to order a person to produce records that may be in that person's possession or control, the party may ask the tribunal to make an order under section 34 of the Act.
- 2) To request an order, the party must discuss the request with the case manager, who may require the party to submit
  - a) the list of records sought,
  - b) the identity of the person who may have the records,
  - c) contact information for the person, and
  - d) any other information the case manager thinks is relevant.
- 3) Before the tribunal makes an order to produce records, the case manager
  - a) may direct the party to attempt to obtain the records through an alternative process, including a summons under section 33 of the Act or a request under the Freedom of Information and Protection of Privacy Act, and
  - b) may contact the person who may have the records to seek their position on the proposed order.
- 4) Before the tribunal makes an order to produce records, the tribunal will invite submissions regarding the proposed order sought from the person who may have the records and the parties to the dispute.
- 5) As part of an order to produce records, the tribunal may order the party who requests the records to pay any fees the person reasonably incurs to produce the records.





## PART 9 - THE TRIBUNAL DECISION PROCESS

### Rule 9.1 - Tribunal Hearings

- 1) The tribunal has discretion to decide whether a hearing will be held in writing, orally, or a combination of in writing and orally.
- 2) A tribunal hearing will generally be held in writing.
- 3) A written hearing may be conducted by email, electronic submissions, or paper submissions.
- 4) An oral hearing may be conducted by telephone, by videoconference, or in person.
- 5) In considering whether to hold an oral hearing that is in person, the tribunal may consider whether the nature of the dispute or extraordinary circumstances make an in-person hearing necessary in the interests of justice.
- 6) To request an oral hearing a party must indicate the reasons for their request in the Tribunal Decision Plan.
- 7) If the tribunal orders an oral hearing it will issue a Notice of Hearing containing
  - a) the time and date of the hearing,
  - b) how the hearing will be conducted,
  - c) instructions for providing witness lists, and
  - d) any other information the tribunal considers necessary.

### Rule 9.2 -- Contact with Tribunal Members

- 1) A party, or representative of a party, must not contact a tribunal member directly about a dispute.
- 2) If a party, or representative of a party, contacts a tribunal member directly about a dispute, the tribunal may
  - a) find the party to be non-compliant if the dispute is ongoing,
  - b) exercise its discretion to refuse to resolve the dispute,
  - c) refuse to resolve future disputes brought by that party, or
  - d) take any other action the tribunal deems necessary.

### Rule 9.3 -- Timelines for Final Decisions

- 1) When the Chair assigns a dispute to a member for decision, the tribunal will provide the parties with the name of the member assigned to the dispute and an estimated date for release of the decision.



- 2) In small claims disputes the tribunal will provide any orders resolving the dispute once the time for making a Notice of Objection has passed without the tribunal receiving a Notice of Objection.
- 3) The Chair may extend the time allowed for providing a final decision and orders resolving the dispute.
- 4) If the tribunal changes the date for providing its final decision and orders, it will notify the parties of the change.

#### **Rule 9.4 -- Final Decisions and Orders**

- 1) On request of a party or on the tribunal's own initiative, the tribunal will take reasonable steps to protect the privacy of non-parties and will use initials in place of full names or use other descriptions where the tribunal considers it appropriate to do so.
- 2) In considering how to protect the privacy interests of parties and non-parties, the tribunal will also consider the [CRT Access to Information and Privacy Policy](#).
- 3) An order for a party to pay money to another party that is a minor can include a requirement to make the payment to
  - a) the Public Guardian and Trustee on behalf of that minor, or
  - b) a trustee appointed under section 179 of the *Family Law Act*.
- 4) 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 make the payment to the Public Guardian and Trustee.

#### **Rule 9.5 -- Recovery of Fees and Expenses**

- 1) If a dispute is not resolved by agreement, and a tribunal member makes a final decision, the tribunal member will usually order the unsuccessful party to pay the successful party's tribunal fees and reasonable dispute-related expenses.



- 2) A final decision or order can also include a requirement for one party to pay to another party in the dispute
  - a) any tribunal fees paid by the other party in relation to 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 process.
- 3) The tribunal will not order one party to pay to another party any fees a lawyer has charged in the tribunal dispute process, except the tribunal has the discretion to make such an order if
  - a) the dispute is under the tribunal's motor vehicle injury jurisdiction, or
  - b) the dispute is under another area of the tribunal's jurisdiction, and the tribunal determines that there are extraordinary circumstances which make it appropriate to order one party to pay to another party fees that a lawyer has charged.
- 4) To determine whether a party must pay the fees that a lawyer charged to another party, the tribunal may consider
  - a) the complexity of the dispute,
  - b) the degree of involvement by the representative,
  - c) whether a party or representative's conduct has caused unnecessary delay or expense, and
  - d) any other factors the tribunal considers appropriate.
- 5) Except in extraordinary circumstances, the tribunal will not order one party to pay another party compensation for time spent dealing with the tribunal proceeding.

## **PART 10 - REQUESTS FOR CANCELLATION OF FINAL DECISIONS OR ORDERS MADE UPON DEFAULT OR NON-COMPLIANCE**

### **Rule 10.1 -- When a Party May Request Cancellation**

- 1) A party may ask the tribunal to cancel a final decision or order that was made when that party was in default or non-compliant by
  - a) completing and submitting the Request for Cancellation of Final Decision or Dismissal Form,



- b) providing a completed Dispute Response Form if one has not already been provided to the tribunal,
  - c) providing evidence to support their request,
  - d) paying the required fee, and
  - e) following any other directions the tribunal provides.
- 2) A party requesting cancellation of a final decision or order that was made when that party was in default or non-compliant must apply to cancel the decision or order within 28 days after the party is considered to have received notice of the decision or order.

### **Rule 10.2 -- What the Tribunal Will Consider on a Request for Cancellation**

- 1) In reviewing the request for cancellation, a tribunal member will consider whether
  - a) the requesting party's failure to respond to the Dispute Notice or to comply with the Act, rules or regulations was willful or deliberate,
  - b) the request was made as soon as reasonably possible after the requesting party learned about the decision and order, and
  - c) the Dispute Response Form shows a defence that has merit or is at least worth investigating, in the case of a default decision.
- 2) The requesting party has the burden to provide sufficient evidence on the factors above.

### **Rule 10.3 -- What Happens if a Decision and Order are Cancelled**

- 1) If the tribunal cancels the decision and order, the tribunal will
  - a) accept the Dispute Response Form as a Dispute Response,
  - b) provide the Dispute Response to all parties, and
  - c) provide further direction to the participating parties to resolve the dispute.
- 2) If the tribunal decides that not all of the respondents who are in default have established that the decision and order should be cancelled against them, the tribunal may find those respondents non-compliant and proceed with the dispute resolution process without the participation of the non-compliant respondents.



## PART 11 - NOTICE OF OBJECTION

### Rule 11.1 – Notice of Objection

- 1) To object to a tribunal small claims decision a party must, within 28 days of receiving a Notice of Final Decision, submit a completed Notice of Objection Form to the tribunal and pay the required fee.
- 2) A party may not submit a Notice of Objection for a tribunal small claims decision that was made when that party was non-compliant or in default.
- 3) Once a Notice of Objection Form has been submitted, the tribunal will provide the parties with a copy of the Notice of Objection Form and a Certificate of Completion indicating that the parties have completed the tribunal's process.

## PART 12 - TRIBUNAL INFORMATION AND DOCUMENTS

### Rule 12.1 -- Public Requests for Information

- 1) The [CRT Access to Information and Privacy Policy](#) governs public requests for information and access to records.
- 2) 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.
- 3) In reviewing a public information request the tribunal
  - a) must consider whether the person making the request can obtain the information from another publicly available source,
  - b) must consider the privacy of any person whose information might be the subject of the request,
  - c) must maintain confidentiality of settlement discussions in all open or closed tribunal disputes, unless otherwise required by law,



- d) must consider the interests of justice and fairness, both for the person making the request and for any person whose information would be disclosed,
  - e) can redact any part of the information it decides to disclose, and
  - f) can make an order setting out any limitations on the use or handling of any information it chooses to disclose.
- 4) The tribunal can require a party to pay fees for obtaining copies of information or records from the tribunal.
  - 5) A tribunal member can, at any time, order that some or all information in a dispute be sealed or redacted.
  - 6) If the tribunal receives information or evidence related to a party's health or employment status from a party or through an independent medical examination, the tribunal will not disclose it to any non-party to the dispute or use it for any purpose unrelated to the dispute.

## **Rule 12.2 -- Conversion of Evidence, Information, Records and Other Information**

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

## **Rule 12.3 -- Validated Copies of Tribunal Documents**

- 1) The tribunal 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.
- 2) The tribunal may use an electronic signature to validate a record or other document.
- 3) A person who wants to obtain a validated copy of a tribunal record or other document must
  - a) provide the information required for the request, and
  - b) pay the required fee.



## GLOSSARY

Some terms from the *Civil Resolution Tribunal Act* have been simplified in these rules. The following glossary is intended to be used for convenience and reference only.

“Accident claim” in the Act is the same as “motor vehicle injury” in the rules.

“*Civil Resolution Tribunal Act*” is the same as “Act” in the rules.

“Default” in the rules refers to a situation where a party does not comply with section 7(2) of the Act.

“Hearing” in the Act is the same as “tribunal decision process” in the rules.

“Initiating notice” in the Act is the same as “Dispute Notice” in the rules.

“Initiating party” in the Act is the same as “applicant” in the rules, or a respondent who wants to make a counterclaim or third party claim under the rules.

“Minor” means an individual who is under 19 years of age.

“Request for tribunal resolution” in the Act is the same as “Dispute Application” in the rules.

“Responding party” in the Act is the same as “respondent” in the rules.

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