



Civil Resolution Tribunal

**Civil Resolution Tribunal**  
**Standard Rules**

**Effective February 1, 2026**



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## Part 1 – General Rules

### Rule 1.1 – Purpose of the Rules

- 1) These rules are meant to help the Civil Resolution Tribunal (CRT), parties, and participants resolve disputes through the CRT process. Parties are applicants and respondents. Participants include parties, their representatives, and any helpers.
- 2) These rules must be applied in a way that:
  - a) Places high importance on fairness and access to justice,
  - b) Takes reasonable steps to recognize and address CRT participants’ needs,
  - c) Is appropriate in each dispute’s circumstances, including considering fairness and proportionality,
  - d) Recognizes any relationships between parties to a dispute that will likely continue after the CRT proceeding is concluded,
  - e) Facilitates speedy, accessible, inexpensive, informal, and flexible processes,
  - f) Encourages early and collaborative dispute resolution,
  - g) Makes reasonable accommodations for CRT participants’ diverse circumstances,
  - h) Recognizes the value of certainty and finality in the resolution of disputes and compliance with outcomes, and
  - i) Promotes understanding of the dispute resolution processes for the CRT’s participants and the public.
- 3) These rules apply to all types of claims that are within the CRT’s jurisdiction, other than:
  - a) Claims for a protection order under section 5 of the [Intimate Images Protection Act \(IIPA\)](#), and
  - b) Claims for an administrative penalty under section 16 of the *IIPA*.



## Rule 1.2 – Format and Interpretation of the Rules

- 1) Not every rule will apply to every dispute. The CRT can also waive or vary the application of a rule or timeline to facilitate the fair, affordable, and efficient resolution of disputes.
- 2) In calculating time under these rules, all references to days are counted as calendar days.

## Rule 1.3 – Participation

- 1) All parties in a CRT dispute must:
  - a) Make themselves available to participate in the CRT process,
  - b) Participate in all the CRT’s case management activities or hearings,
  - c) Behave and communicate respectfully, and
  - d) Follow directions given by tribunal members, case managers, and other CRT staff.
- 2) If multiple applicants choose to file an application for dispute resolution together, those applicants must nominate a primary applicant to:
  - a) Start the CRT process,
  - b) Act as the contact person for all applicants, and
  - c) Represent all applicants during the CRT process, including having the authority to bind them.
- 3) A person may only record a part of the CRT process with the CRT’s permission.
- 4) All parties, representatives, and helpers must comply with the CRT’s [Code of Conduct for CRT Participants](#).



## Rule 1.4 – Non-Compliance

- 1) If a party does not comply with the [Civil Resolution Tribunal Act \(CRTA\)](#), a rule, an order, or a direction at any stage of a CRT proceeding, the CRT may determine the party is non-compliant. If a party is found non-compliant, a tribunal member may:
  - a) Decide the dispute without that party’s participation, relying only on the information and evidence that was provided in compliance with the *CRTA*, 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 or refuse to resolve the claims brought by a party that did not comply with the *CRTA*, 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 *CRTA*, a rule, an order, or a direction.
  
- 2) To determine how to proceed when a party is non-compliant, the CRT will consider:
  - a) Whether an issue raised by the claim or dispute is important to anyone other than the dispute’s parties,
  - b) When the non-compliance occurred in the CRT process,
  - c) The nature and extent of the non-compliance,
  - d) The relative impact on the parties of the CRT’s order addressing the non-compliance, and
  - e) The effect of the non-compliance on the CRT’s resources and mandate.

## Rule 1.5 – CRT Forms

- 1) The official versions of the CRT’s forms are:
  - a) The electronic versions the CRT provides, and



- b) The paper versions the CRT authorizes.

### **Rule 1.6 – CRT Fees**

- 1) If a CRT 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 CRT will complete the step.
- 2) A person who cannot afford to pay a fee can ask the CRT to waive, or to not require, payment of fees by:
  - a) Completing the steps required by the Fee Waiver Request Form, and
  - b) Providing any other information the CRT requests.
- 3) In deciding whether to waive payment of fees, the CRT will consider:
  - a) The person's ability to pay, based on information about that person's financial situation, and
  - b) The number of application fee waivers the person has received, if the person is the applicant.
- 4) If the CRT waives payment of fees and later determines that the person should not have qualified for a fee waiver, a tribunal member may order that person to pay the fees.
- 5) An applicant may receive up to 3 application fee waivers in any 12-month period. The CRT may grant an applicant additional fee waivers in extraordinary circumstances.

### **Rule 1.7 – Information and Evidence**

- 1) Parties are responsible for providing evidence to support their position on each claim.
- 2) The CRT can restrict the format, size, or amount of information and evidence submitted or exchanged during the CRT process.



- 3) If information or evidence submitted is not of a format or quality necessary to support a fair and reasonable process, the CRT can require the participant who submitted the information or evidence to:
  - a) Resubmit it in a different format,
  - b) Reduce the amount of evidence submitted, or
  - c) Reduce the file size.
- 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. Generally, evidence submitted without an English translation will not be considered.

### **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) In an [\*Intimate Images Protection Act\*](#) damages claim, the CRT will not disclose an applicant's contact information to anyone, including a respondent, unless a court or tribunal member orders otherwise.
- 3) A party must create a CRT account to access the CRT's online services.
- 4) The CRT will usually send communications electronically. If a party is represented, the CRT will usually send communications to the representative and not to the party. However, the



CRT will contact the party directly if the representative stops responding to CRT communications.

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

- 1) Every party or representative of a party must:
  - a) Avoid inappropriate access to or use of their contact information for CRT communications by people other than the party or the party's representative,
  - b) Closely monitor and use their contact methods for CRT communications until the dispute is fully resolved, and
  - c) Notify the CRT immediately if their contact information for CRT 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 CRT 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 20<sup>th</sup> day after the date on the communication, unless the CRT is satisfied the recipient has received it earlier.
- 3) Communications sent by registered mail or courier delivery requiring a signature are considered received at the time shown on the delivery receipt.

### **Rule 1.11 – Confidentiality of Settlement Communications**

- 1) Parties may communicate with each other to attempt to settle claims. Settlement communications during the CRT process are confidential and parties may not disclose them to a tribunal member, or in any court proceeding or other legally binding process, unless:
  - a) The parties agree in writing that the communications can be disclosed,
  - b) A court or tribunal requires the parties to disclose the communications,



- c) The communications would ordinarily be disclosed or produced in a CRT decision process, court proceeding or other legally binding process, or
- d) The communications are abusive or include threats of bodily harm.

### **Rule 1.12 – Translation and Interpretation**

- 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 the dispute, or
  - b) The person has a direct interest in the outcome of a claim in the dispute.
- 3) The CRT can decide which party must pay for any 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 Adults with Impaired Mental Capacity and Minors**

- 1) An adult with impaired mental capacity or a minor:
  - a) Must participate in the CRT process through a litigation guardian, and
  - b) Does not need the CRT's permission to be represented.
- 2) A litigation guardian seeking to act for an adult with impaired mental capacity or a minor must provide a completed Litigation Guardian Form to the CRT.
- 3) The CRT may refuse to allow a person to act as litigation guardian, or restrict or remove a litigation guardian who has been previously approved, if:
  - a) No guardian is needed,



- b) The litigation guardian is unable or unwilling to continue,
  - c) A more appropriate person seeks to be litigation guardian,
  - d) The litigation guardian has a conflict of interest, or
  - e) The CRT otherwise determines that the person should not be permitted to act as litigation guardian.
- 4) If an application for dispute resolution involves a personal injury, then the CRT may require an adult with impaired mental capacity or a minor to also be represented by a lawyer or a person supervised by a lawyer, unless the litigation guardian is the Public Guardian and Trustee.
- 5) The CRT may require a litigation guardian to obtain the Public Guardian and Trustee's consent before proceeding with or settling a claim relating to a personal injury.

#### **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 strata council member,
  - b) If the party is a section of a strata corporation, by an authorized section executive member,
  - c) If the party is an incorporated entity or cooperative association, by a director, officer, or authorized employee,
  - d) If the party is a partnership, by a partner or authorized employee,
  - e) If the party is an unincorporated entity using a business name, such as a sole proprietorship, by the business owner or an authorized employee, or
  - f) If the party is a society, by a director, senior manager, or authorized member or 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 CRT 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 CRT allows to represent the insurer.
- 2) If an insurer is representing a party and wants to act through a person other than a director or authorized employee, the insurer must request the CRT’s permission. The CRT will apply the same factors to decide the request as when a party requests representation.

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

- 1) A party must receive the CRT’s permission to have a representative, unless these rules say that they do not need permission.
- 2) A party who is represented must be present during all CRT proceedings, or otherwise fully informed and providing direct input, unless they are represented by an insurer.
- 3) A party may use a helper to assist them in the CRT process, but unlike a representative, a helper may not enter into binding agreements or communicate on the party’s behalf.
- 4) A party does not need the CRT’s permission to have a lawyer represent them if their dispute is in the CRT’s jurisdiction over:
  - a) Accident claims, or
  - b) Intimate images damages claims.
- 5) An insurer may represent their insured without requiring the CRT’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 CRT's permission to be represented in a dispute, the party must provide information to the CRT 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 CRT's accident claims jurisdiction, the CRT may consider:
  - a) Whether the proposed representative has any conflict with 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 CRT's accident claims jurisdiction, the CRT may consider:
  - a) The reasons provided by the party requesting representation,
  - b) Whether every party in the dispute has agreed to the representation, and if not, their reasons for opposing it,
  - c) Whether allowing the representation will likely prejudice the other party, considering that party's circumstances,
  - d) If any other party in the dispute is represented and if so, whether that representative is a lawyer or person supervised by a lawyer,
  - e) The potential impact of a representative on the dispute's efficient resolution, and
  - f) Whether, in the interests of justice and fairness, the party should be permitted to be represented.
- 9) If the CRT approves a request for permission to be represented and the proposed representative is not a lawyer, the CRT will consider whether the proposed representative is appropriate.



10) At any time during the CRT process, the CRT may restrict the representative's participation in the CRT process or withdraw permission for the representative, if the CRT finds it appropriate to do so after considering the same factors it considered in approving the request.

### **Rule 1.17 – Timelines**

- 1) The CRT can extend or shorten any timeline for any step or phase of the CRT process.
- 2) The CRT can pause the CRT process and resume it at a future date.
- 3) In considering a request from a party to adjust any timeline or pause the CRT process, the CRT 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 CRT process, and the reasons for those delays,
  - e) The CRT's mandate,
  - f) Other legislation that 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 CRT considers appropriate.
- 4) If a deadline set by the CRT falls on a weekend, statutory holiday, or another day the CRT is closed, the deadline is automatically extended to the next business day.

### **Rule 1.18 – Linking Disputes**

- 1) At any time during the CRT process, the CRT can link disputes that have common parties or issues.



- 2) The CRT may conduct joint case management or joint CRT decision process activities for linked disputes.

## Part 2 – Starting the CRT Process

### Rule 2.1 – How to Apply for Dispute Resolution

- 1) To ask the CRT to resolve a dispute, an applicant must:
  - a) Give the CRT a completed Dispute Application Form, and
  - b) Pay the required fee.
- 2) After an initial review of the Dispute Application Form, the CRT 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) If the primary applicant does not comply with a request for more information under (2)(b), the CRT may consider the application incomplete and decide not to issue a Dispute Notice.
- 4) Before applying for a minor injury determination under the CRT's accident claims jurisdiction, a person must have:
  - a) Received a decision from the insurer that its position is that the injury is a minor injury under the [Insurance \(Vehicle\) Act](#), or
  - b) Requested a decision from the insurer about whether its position is that the injury is a minor injury under the *Insurance (Vehicle) Act*.
- 5) An applicant in an accident responsibility dispute must provide a copy of ICBC's detailed responsibility assessment (CL 722) upon the CRT's request.



- 6) An application for dispute resolution must not exceed the character limits set out in the Dispute Application Form.
- 7) In a Dispute Application Form, all the claims must be related to each other.
- 8) If the claims in a Dispute Application Form are not related to each other, the CRT may:
  - a) Direct the applicant to provide separate Dispute Application Forms for the unrelated claims and pay the required fees,
  - b) Refuse to resolve the applicant's claims, or
  - c) Refuse to issue a Dispute Notice for the applicant's claims.

### **Rule 2.2 – When the CRT May Serve a Respondent**

- 1) If the CRT serves a respondent under this rule, then Rules 2.4, 2.6, and 2.7, about how an applicant may serve a respondent, do not apply.
- 2) On an applicant's behalf, the CRT may serve the Dispute Notice and instructions for response on a respondent by regular mail if:
  - a) The respondent is an individual, corporation, strata corporation, partnership, society, cooperative association or municipality, and
  - b) The respondent's mailing address is in Canada.
- 3) The CRT will normally serve a respondent unless the applicant tells the CRT that the applicant wishes to serve the respondent. Exceptions are set out in rules below.
- 4) If the respondent is a corporation, society, cooperative association, strata corporation or municipality, the CRT may send the Dispute Notice and instructions for response to the respondent by regular mail to:
  - a) The respondent'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



- c) The clerk, deputy clerk or a similar official, if the respondent is a municipality.
- 5) If the CRT serves a Dispute Notice and instructions for response on a strata corporation and the strata corporation does not provide a completed Dispute Response Form within the timeframe set by the CRT, an applicant must also provide a copy of the Dispute Notice and instructions for response by delivery in person or by registered mail to a strata council member or the strata manager.
- 6) If an applicant provides an email address for a respondent, then the CRT may also email the Dispute Notice and instructions for response to that respondent, in addition to serving by regular mail.
- 7) If a respondent makes a counterclaim, the CRT may serve the counterclaim Dispute Notice and instructions for response on a counterclaim respondent by email.

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

- 1) The CRT will tell the applicant that the applicant must serve the Dispute Notice and instructions for response if:
  - a) The applicant does not give the CRT the information the CRT requires to serve the Dispute Notice and instructions for response,
  - b) The CRT receives satisfactory information that the respondent did not receive the Dispute Notice and instructions for response that the CRT sent,
  - c) The respondent is an adult with impaired mental capacity or is a minor,
  - d) The respondent is a deceased person,
  - e) The CRT cannot serve the Dispute Notice and instructions for response for any other reason, or
  - f) The applicant chooses to serve the documents.



- 2) If the CRT 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 CRT within 90 days from the day the CRT issues the Dispute Notice by:
    - i. A method these rules allow for serving the type of respondent, or
    - ii. Another method the CRT orders,
  - b) Complete the Proof of Service Form and provide it to the CRT within 10 days of the day that the applicant served each respondent, and
  - c) Provide any other information or evidence about the Dispute Notice or service process the CRT requests.
- 3) The CRT 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 CRT issues the Dispute Notice, and
  - b) The applicant has not requested an extension of time for service or withdrawn their claims against any parties not served.
- 4) An applicant can ask the CRT for more time to serve a respondent by completing the Request for Extension to Serve Form and providing it to the CRT before the service deadline has passed.

### **Rule 2.4 – How to Serve Individuals**

- 1) This rule applies if an applicant is serving the Dispute Notice and instructions for response on an individual.
- 2) If the respondent is an individual, the applicant must serve a Dispute Notice and instructions for response on the respondent by:
  - a) Sending it by registered mail requiring a signature,



- b) Sending it by courier delivery requiring a signature,
  - c) Delivering it in person,
  - d) Emailing it and receiving the respondent's acknowledgement, or
  - e) Sending it by text message or another type of messaging platform and receiving the respondent's acknowledgement.
- 3) If the respondent is a deceased person, a Dispute Notice and instructions for response must be served on the deceased's personal representative by:
- a) Sending it by registered mail requiring a signature,
  - b) Sending it by courier delivery requiring a signature,
  - c) Delivering it in person,
  - d) Emailing it and receiving the personal representative's acknowledgement, or
  - e) Sending it by text message or another type of messaging platform and receiving the personal representative's acknowledgement.

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

- 1) If an applicant reasonably believes or the CRT becomes aware that an adult respondent has impaired mental capacity, the applicant must serve the Dispute Notice and instructions for response on:
- a) The respondent, and
  - b) Anyone that the applicant reasonably believes has legal authority for the respondent, including a committee of estate, a representative appointed in a representation agreement, or an attorney appointed in an enduring power of attorney.
- 2) If an applicant reasonably believes or the CRT becomes aware that a respondent is a minor, the applicant must serve the Dispute Notice and instructions for response on:
- a) The respondent, and



- b) The respondent's parent or guardian.
- 3) If an applicant reasonably believes or the CRT becomes aware that a respondent is an adult with impaired mental capacity or is a minor, the applicant must serve them and the person with legal authority for them by:
- a) Registered mail requiring a signature,
  - b) Courier delivery requiring a signature,
  - c) Delivery in person,
  - d) Emailing and receiving acknowledgement from the respondent and anyone else the applicant is required to serve, or
  - e) Sending by text message or another type of messaging platform and receiving acknowledgement from the respondent and anyone else the applicant is required to serve.

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

- 1) This rule applies if an applicant is serving 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 requiring a signature, 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 registered mail requiring a signature, courier delivery requiring a signature, or delivery in person to a strata council member.



- 3) If the respondent is a section of a strata corporation, a Dispute Notice and instructions for response must be served by registered mail requiring a signature, courier delivery requiring a signature or delivery in person to a section executive member.

## **Rule 2.7 – How to Serve Companies, Societies, Cooperative Associations, Partnerships and Others**

- 1) This rule applies if an applicant is serving a respondent that is a company, extraprovincial company, society, cooperative association, partnership, municipality, or other entity not addressed in these rules.
- 2) If a respondent is a corporation as defined in the [Business Corporations Act](#), the applicant must serve a Dispute Notice and instructions for response by:
  - a) Registered mail requiring a signature, courier delivery requiring a signature or delivery in person to the address shown for the registered office with the Registrar of Companies,
  - b) 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) 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](#), the applicant must serve a Dispute Notice and instructions for response by:
  - a) Registered mail requiring a signature, courier delivery requiring a signature, or delivery in person to the address shown for the head office with the Registrar of Companies if that head office is in British Columbia,
  - b) Registered mail requiring a signature, courier delivery requiring a signature, or delivery in person to the address shown with the Registrar of Companies for any attorney appointed for the extraprovincial company,



- c) Delivery in person to the extraprovincial company's place of business in British Columbia, to a receptionist or a person who appears to manage or control the company's business there, or
  - d) 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 cooperative association incorporated under the [Cooperative Association Act](#), the applicant must serve a Dispute Notice and instructions for response by:
  - a) Registered mail requiring a signature, courier delivery requiring a signature, or delivery in person to the address shown for the registered office with the Registrar of Companies, or
  - b) Delivery in person to a director, officer, receiver manager, or liquidator of the society or cooperative association.
- 5) If a respondent is a partnership, the applicant must serve a Dispute Notice and instructions for response by:
  - a) Registered mail requiring a signature, courier delivery requiring a signature, or delivery in person to a partner, or
  - b) 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, the applicant must serve a Dispute Notice and instructions for response by registered mail requiring a signature, courier delivery requiring a signature, or delivery in person to the clerk, deputy clerk, or a similar official.
- 7) If a respondent is any other type of entity not addressed in these rules, an applicant must follow the CRT's directions to serve that entity.



## **Rule 2.8 – If a Claim Is a Result of a Motor Vehicle Accident**

- 1) If a claim relates to a motor vehicle accident and the respondent is or is represented by the Insurance Corporation of British Columbia (ICBC), the CRT will serve the Dispute Notice and instructions for response by email to the email address provided by ICBC for service.
- 2) A Dispute Notice and instructions for response that the CRT 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 CRT within 7 days of being served that it is not accepting service on a respondent's behalf.
- 4) If ICBC does not accept service on a respondent's behalf, the service requirements in Rules 2.2 to 2.7 and 2.9 to 2.10 apply to the dispute.
- 5) If ICBC accepts service on a respondent's behalf, 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 CRT for direction on using another method to satisfy the service requirements, by completing a Request for Directions on Service form.
- 2) An applicant must submit the Request for Directions on Service to the CRT before the deadline for service has passed.
- 3) The CRT will not consider a Request for Directions on Service until an applicant has attempted to serve the Dispute Notice and instructions for response on a respondent by each of the approved service methods under these rules, or an applicant has explained why they cannot use an approved method.



## Rule 2.10 – When a Dispute Notice Is Considered Served

- 1) A Dispute Notice and instructions for response that the CRT or an applicant emails, text messages, or sends by another type of message are considered served only if the respondent acknowledges their receipt by:
  - a) Replying to the email, text, or other message,
  - b) Contacting the CRT 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 CRT serves by regular mail are considered served on the 20<sup>th</sup> day after the Dispute Notice's issue date unless the CRT receives:
  - a) Notification that the Dispute Notice and instructions for response are received earlier or later, or
  - b) Satisfactory information that the 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 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 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 they are delivered to the respondent.
- 6) Despite these rules, the CRT may determine that a respondent has been served if:
  - a) The applicant has served the respondent with a Dispute Notice and instructions for response using another method directed by the CRT, or
  - b) The CRT is satisfied that the respondent has seen or received a copy of the Dispute Notice naming them as a respondent and the instructions for response.



## 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 CRT, and
  - c) Pay any required fee.
- 2) The CRT 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 CRT, a respondent can make a counterclaim against an applicant by:
  - a) Giving the CRT a completed Dispute Application – Counterclaim Form for the counterclaim, and
  - b) Paying the required fee.
- 2) If a respondent only wants to claim CRT fees and dispute-related expenses, they do not need to make a counterclaim.

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

- 1) A respondent who thinks another person or organization is responsible for the applicant's claim can make a third party claim against that other person or organization by:
  - a) Giving the CRT a completed Dispute Application – Third Party Claim Form for the third party claim identifying the other person or organization, and
  - b) Paying the required fee.



- 2) A respondent who makes a third party claim must complete the steps for “Starting the CRT 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 respondent must serve the original Dispute Notice and any responses along with the Dispute Notice and instructions for response for the third party claim.

## **Part 4 – Failure to Respond to a Dispute Notice**

### **Rule 4.1 – Default**

- 1) A respondent to a dispute is in default if they fail to submit a Dispute Response Form to a properly served Dispute Notice and instructions for response within:
  - a) 14 days of being served, or within 30 days of being served if service was outside British Columbia, or
  - b) Any extended timeframe granted by the CRT.

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

- 1) If every respondent is in default, an applicant can request a default decision and order by:
  - a) Providing a completed Request a Default Decision and Order Form together with supporting evidence of claimed 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.
- 2) If the CRT 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 CRT may dismiss or refuse to resolve the dispute.



## Rule 4.3 – Decisions and Orders Against Respondents in Default

- 1) When a tribunal member makes a decision and order against a respondent in default, they may:
  - a) Assume the respondent is liable,
  - b) Determine the value of non-debt claims based on evidence satisfactory to the tribunal member, and
  - c) Resolve the dispute without the respondent's participation.
- 2) In a decision and order for a debt claim against a respondent in default, the tribunal member may order payment of:
  - a) The amount claimed, and any applicable contractual interest, up to the CRT's relevant monetary limit, and
  - b) Applicable interest under the [Court Order Interest Act](#), claimed CRT fees, and reasonable dispute-related expenses.
- 3) In a decision and order for a non-debt claim against a respondent in default, the tribunal member will decide based on the evidence provided:
  - a) The amount that the applicant is entitled to, if the claim is for money, and
  - b) The terms of an appropriate order, in any other case, including applicable interest, claimed CRT fees, and reasonable dispute-related expenses.

## Part 5 – Amendments

### Rule 5.1 – Amendments to Dispute Notices and Dispute Response Forms

- 1) An applicant may ask the CRT to issue an amended Dispute Notice, or a respondent may ask the CRT to accept an amended Dispute Response Form, by:
  - a) Contacting the CRT to request an amendment,
  - b) Specifying the requested amendments, and



- c) Paying any required fee.
- 2) In deciding whether to amend a Dispute Notice or Dispute Response Form, the CRT 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 CRT considers appropriate.
- 3) Except in extraordinary circumstances, the CRT will not issue an amended Dispute Notice or accept an amended Dispute Response Form after the dispute has entered the tribunal decision preparation stage.
- 4) If the CRT 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) Serve, or direct the applicant to serve, the amended Dispute Notice on any new respondents or 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 CRT accepts an amended Dispute Response Form, the CRT will provide a copy of the amended Dispute Response Form to all participating parties.
- 6) The CRT may at any time order that a party be added to the dispute and make directions as to the process to be followed.



## Part 6 – Case Management

### Rule 6.1 – Overview of Case Management

- 1) Case management includes the negotiation, facilitation, and tribunal decision preparation stages of the CRT process.
- 2) During negotiation, parties may attempt to resolve their disputes directly with each other using the CRT’s online portal. In this stage the CRT may also give parties directions.
- 3) During facilitation, a case manager will support the parties.
- 4) 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.
- 5) The case manager can modify the facilitation directions at any time during facilitation.
- 6) During case management, the CRT may refer any matter requiring a decision or order to a tribunal member, including a party’s non-compliance with directions.
- 7) In deciding whether to refer any matter to a tribunal member, except for a referral about non-compliance with directions addressed in Rule 1.4, the CRT will consider whether the referral:
  - a) Is appropriate and proportional in the dispute’s circumstances,
  - b) Would facilitate the dispute’s speedy, accessible, inexpensive, informal and flexible resolution,
  - c) Would potentially end the dispute against one or more respondents, and
  - d) Would encourage early and collaborative dispute resolution.



## **Rule 6.2 – 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 to support the dispute resolution process.
- 3) The case manager can direct any party to give the CRT and 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 CRT,
  - 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 the negotiation or facilitation stages, the case manager can:
  - a) Provide an opportunity for a party to add a party to the dispute,
  - b) Allow 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 6.3 – 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 ask to make their agreement's terms into a CRT order by:
  - a) Asking the CRT 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 CRT may consider:
  - a) Whether the draft order's terms are clear and within the CRT's jurisdiction, and
  - b) Any other factors the CRT considers appropriate.
- 3) If the agreement involves an adult with impaired mental capacity, the CRT must ensure the agreement is fair, reasonable, and in that adult's best interests.
- 4) If the agreement involves a minor, the provisions of the [Infants Act](#) apply to the agreement.
- 5) If a tribunal member issues a consent resolution order, it becomes a CRT final decision.

#### **Rule 6.4 – 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 stage is over,
  - b) Consider whether a statement of agreed facts would help resolve the dispute,
  - c) Confirm the claims that are going forward for a tribunal member's decision,
  - d) Provide directions for the preparation and exchange of evidence, including expert evidence, if necessary,
  - e) Make a recommendation on the hearing format, if necessary, and
  - f) Ask the applicant to pay the CRT decision fee.
- 2) If the applicant does not pay any applicable CRT decision fee, a respondent can pay it.
- 3) If no party pays the CRT decision fee within the time period set by the case manager, the CRT can:
  - a) Dismiss the dispute,
  - b) Refuse to resolve the dispute, or



- c) Proceed to hear the dispute.
- 4) If a party pays the CRT decision fee, the process to prepare the dispute for a CRT decision will begin.

### **Rule 6.5 – Damages in Accident Claims**

- 1) If a party informs the CRT, or the case manager identifies, that the damages that could be awarded in an accident claim may exceed \$50,000, the CRT may:
  - a) Set timelines for the parties to submit evidence,
  - b) Set timelines for the parties to provide arguments, and
  - c) Refer to a tribunal member the question of whether to refuse to resolve the accident claim.

## **Part 7 – Withdrawal and Dismissal**

### **Rule 7.1 – Withdrawing Claims**

- 1) An applicant can ask the CRT to withdraw one or more of their claims before the end of case management.
- 2) If all parties agree to a withdrawal request, the CRT will allow the withdrawal.
- 3) If any party does not agree to a claim being withdrawn, the CRT will refer the request to a tribunal member for a decision.
- 4) The CRT will usually allow a party to withdraw their claims upon request, unless the other party shows significant prejudice.
- 5) If a party asks to withdraw a claim after the dispute has been assigned to a tribunal member for a decision, CRT staff will refer the request to the tribunal member for a decision.



- 6) A party who withdraws a claim can only re-file the claim with the CRT's permission, subject to the factors in Rule 7.1(8).
- 7) If all claims in a dispute are withdrawn and all parties consent to the withdrawal of the claims, the dispute is resolved and the CRT will close the dispute file.
- 8) In considering a request to re-file a withdrawn claim, the CRT 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 CRT's mandate,
  - e) Whether it is in the interests of justice and fairness, and
  - f) Any other factors the CRT considers appropriate.

### **Rule 7.2 – 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 CRT resolves the dispute by making a decision.
- 2) The CRT 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 personal injury claim made by a minor or an adult who has impaired mental capacity must include the Public Guardian and Trustee's written consent to the dismissal.

## **Part 8 – Tribunal Decision Preparation**

### **Rule 8.1 – The Tribunal Decision Preparation Stage**

- 1) If parties do not resolve their dispute during facilitation and one of the parties pays the required fee, the dispute will enter the tribunal decision preparation stage. CRT staff will



instruct parties about submitting their evidence and arguments for a decision by a tribunal member. After all parties' opportunity to submit evidence and arguments has closed, the dispute will enter a queue to be assigned to a tribunal member and enter the CRT decision process.

### **Rule 8.2 – Case Manager Support for Tribunal Decision Preparation**

- 1) To prepare the dispute for a CRT decision, a case manager may support the parties by:
  - a) Giving directions, including about required information, timelines, and argument limits,
  - b) Identifying and narrowing the claims or issues that a tribunal member will be asked to decide,
  - c) Identifying the relevant facts or issues in the claims, and
  - d) Taking any other steps to prepare the parties.

### **Rule 8.3 – Submitting Evidence and Arguments**

- 1) During the tribunal decision preparation stage, CRT staff will direct participants to make their submissions. In this stage, the CRT can direct participants 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) Exchange all relevant information and evidence with the other parties,
  - d) Respond to any submissions provided by other parties, and
  - e) Complete any of these steps by specific dates or within specific timelines.
- 2) The default timelines for completing the evidence and arguments portion of the CRT decision process for a final decision are:
  - a) 14 days for the applicant to provide evidence and arguments,
  - b) 14 days for the respondent to provide evidence and response arguments, and



- c) 14 days for the applicant to provide reply arguments.
- 3) Unless a claim is for interest or dispute-related fees and expenses, arguments for a final decision are limited to:
  - a) 20,000 characters per claim for an applicant's arguments,
  - b) 20,000 characters per claim for a respondent's response arguments, and
  - c) 10,000 characters per claim for an applicant's reply.
- 4) Arguments for a final decision are limited to 500 characters per claim in:
  - a) A claim for contractual interest or interest under the [Court Order Interest Act](#), or
  - b) A claim for dispute-related fees and expenses.
- 5) A party may ask the CRT for:
  - a) An extension to the timeline for completing a step in the CRT decision process, and
  - b) Permission to submit arguments that exceed the character limit.
- 6) For decisions other than final decisions, the CRT will set character limits and timelines for providing submissions based on the decision type.
- 7) A party must not submit their arguments as evidence unless CRT staff directs otherwise.
- 8) A party must not include in their arguments nonexistent cases or legislation, such as those created by an artificial intelligence tool.
- 9) A party must not provide false or fabricated evidence, including evidence created or altered by an artificial intelligence tool.

#### **Rule 8.4 – If a Dispute Requires More Facilitation**

- 1) If, at any time before or during the CRT decision process, the CRT decides that a dispute requires further facilitation, it can:
  - a) Refer the dispute back to facilitation, and



- b) Suspend the CRT decision process until a case manager refers the dispute back to the CRT decision process.
- 2) Case management ends when the parties are informed that a tribunal member is assigned to adjudicate the dispute's claims.

## Part 9 – Evidence

### Rule 9.1 – Relevant Evidence Must Be Disclosed

- 1) During the tribunal decision preparation stage, a party must provide 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.
- 2) After the parties have exchanged evidence at the CRT's request, a party can ask the CRT to direct another party to submit relevant evidence not yet submitted. The requesting party must explain why the evidence is relevant. In considering the request, the CRT may:
  - a) Direct a party to produce relevant evidence,
  - b) Refuse the request, or
  - c) Refer the request to a tribunal member for a decision.

### Rule 9.2 – How to Issue a Summons to a Non-Party

- 1) A party may only issue a summons against a non-party. Before a party may issue a summons, the other person or organization must have refused or ignored for at least 2 weeks a written request from the party to provide the evidence, record, or other thing in that person's or organization's control.
- 2) If a party requires a person or organization to provide evidence or to produce a record or other thing in that person's or organization'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 Notice or the CRT's directions, and
- d) Including with the summons the fees shown on the Summons Notice.

### **Rule 9.3 – Orders for Non-Parties to Produce Evidence**

- 1) A party can ask the CRT to order a non-party person or organization to produce records that may be in their possession or control, as permitted under section 34 of the [Civil Resolution Tribunal Act](#).
- 2) Before considering the request, the CRT may require the party to submit:
  - a) The list of records sought,
  - b) The identity of the person or organization who may have the records,
  - c) Contact information for the person or organization, and
  - d) Any other information the CRT thinks is relevant.
- 3) Before a tribunal member makes an order to produce records, the CRT may direct the requesting party to try to obtain the records a different way, including by a summons under the [Civil Resolution Tribunal Act](#) section 33 or a [Freedom of Information and Protection of Privacy Act](#) request.
- 4) Before a tribunal member makes an order to produce records, the CRT will invite submissions about the proposed order sought from the person or organization who may have the records and from the parties to the dispute.
- 5) As part of an order to produce records, a tribunal member may order the party who requests the records to pay any fees the person or organization reasonably incurs to produce the records.

### **Rule 9.4 – Expert Evidence**

- 1) An expert must state their qualifications in any expert opinion evidence.



- 2) The CRT may accept expert opinion evidence from a person the CRT decides is qualified by education, training, or experience to give that opinion.
- 3) The CRT may require a party who submits written expert opinion evidence to give the following items to every party by the deadline for providing the expert's evidence:
  - a) A copy of the expert's invoice, and
  - b) A copy of any correspondence with that expert.
- 4) If the CRT is directing a party to obtain expert opinion evidence, the CRT 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 CRT decision process, subject to any limits prescribed by regulation.
- 5) An expert's role is to assist the CRT, rather than to advocate for any party. A party generally cannot act as their own expert because the party is not neutral about the dispute's outcome.
- 6) A party wishing to challenge another party's expert or expert evidence may explain their objection in their arguments submitted during the tribunal decision preparation stage.

### **Rule 9.5 – Limits on Expert Evidence for Accident Claims**

- 1) In determining whether it is reasonably necessary and proportionate to allow expert evidence from more than one expert in an accident claims dispute, the CRT may consider:
  - a) The type of bodily injury or injuries,
  - b) The nature of the claim the CRT must decide,
  - c) The other evidence available,
  - d) The amount claimed,
  - e) The timeliness of the request, and



- f) Any other factors the CRT considers appropriate.
- 2) A party to an accident claim may rely on an expert opinion only if the party provides the expert's evidence to every party by the deadline set by the case manager.

### **Rule 9.6 – Independent Medical Examinations**

- 1) For accident claims, the CRT may, on the CRT's own initiative or on a party's request, order an independent medical examination of the injured party at any point after a dispute response has been filed.
- 2) A party may ask the CRT to order an independent medical examination by:
- a) Filling out the Independent Medical Examination Request Form, and
  - b) Paying the required fee.
- 3) Before ordering an independent medical examination, a tribunal member 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 CRT considers appropriate.
- 4) The CRT 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) A tribunal member must set the terms of reference for the independent medical examination and report in the order appointing the expert, including:
  - a) The report's form and content,
  - b) Any timelines for providing the report,
  - c) A fee for the report and who will pay the fee,
  - d) Any information or evidence the CRT wants the expert to consider, and
  - e) The questions to be answered in the report.
- 6) Except with the parties' written consent, a tribunal member 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 about 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 who is 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 CRT may, after giving notice to the party who failed to attend or obstructed the examination:
  - a) Direct the expert to reschedule the party's examination 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 CRT will give a copy of the expert's independent medical examination report to all parties. The parties will have an opportunity to make arguments to the CRT about the report.
- 10) The CRT may seek clarification of the independent medical examination report from the expert without advance notice to the parties.
- 11) If the CRT seeks clarification of an independent medical examination report, the CRT will:
- a) Require the question(s) and the response(s) to be provided in writing, and
  - b) Disclose the question(s) and response(s) to the parties for arguments.
- 12) The CRT is not bound by an independent medical examination report.

### **Rule 9.7 – Costs of Expert Evidence for Accident Claims**

- 1) A party who cannot afford to pay the cost of obtaining expert evidence in an accident claim may ask the CRT to 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 CRT requests.
- 2) In deciding a request to order that another party pay the cost of an independent medical examination, a tribunal member will consider:
- a) The requesting party's ability to pay, based on the information about that party's financial situation, and
  - b) The likelihood that the party's claim will be successful.



### **Rule 9.8 – Witnesses in Oral Hearings**

- 1) If a tribunal member orders an oral hearing, the CRT may set a timeline for a party to produce a witness list with the names of the witnesses that the party intends to use to provide evidence at the oral hearing, and any other information the CRT requires about the witnesses.
- 2) A tribunal member may require every witness to make a solemn affirmation before giving evidence at an oral hearing.

### **Rule 9.9 – Confidentiality of Disclosed Evidence**

- 1) A party must not use any evidence provided through the CRT’s dispute resolution process for any purpose other than resolving that dispute and related CRT disputes, or other related court proceedings, except:
  - a) With the consent of the party who provided the evidence, or
  - b) By a CRT or court order.

## **Part 10 – CRT Decision Process**

### **Rule 10.1 – CRT Hearings**

- 1) A CRT hearing will generally be held in writing.
- 2) Despite subrule 1) above, tribunal members have discretion to decide whether a hearing will be held in writing, orally, or a combination of in writing and orally.
- 3) The CRT may conduct a written hearing by email, electronic submissions, or paper submissions.
- 4) The CRT may conduct an oral hearing by telephone, by videoconference, or in extraordinary circumstances and where required by the interests of justice, in person.



- 5) To request an oral hearing, a party must inform CRT staff and must provide the reason for the request. The CRT may conduct an oral hearing if:
  - a) A party is unable to fully and effectively participate online or in writing, for example because of:
    - i. Language or literacy difficulties,
    - ii. A physical or psychological disability or impairment, or
    - iii. Technological difficulties or barriers,
  - b) A party self-identifies as Indigenous and requires cultural support or adaptation to participate in the CRT process,
  - c) There are significant credibility issues that cannot be resolved in a written hearing,
  - d) There are complex legal or factual issues that require cross examination or oral submissions, or
  - e) An oral hearing is proportional to the dispute and otherwise consistent with the CRT's mandate.
  
- 6) If a tribunal member orders an oral hearing, the CRT will issue a Notice of Hearing containing:
  - a) The hearing's time and date,
  - b) Information about how the hearing will be conducted,
  - c) Instructions for providing witness lists, and
  - d) Any other information the CRT considers necessary.

### **Rule 10.2 – 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 CRT 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 CRT considers appropriate.

### **Rule 10.3 – Timelines for Final Decisions**

- 1) When the Chair assigns a dispute to a tribunal member for decision, the CRT will provide the parties with the member’s name and an estimated date for a decision to be issued.
- 2) The Chair, or their delegate, may extend the time allowed for providing a final decision and orders resolving the dispute.
- 3) If the CRT changes the date for providing its final decision and orders, it will notify the parties of the change.

### **Rule 10.4 – Final Decisions and Orders**

- 1) A tribunal member has sole discretion to determine whether to anonymize a party or non-party’s identity. In considering how to protect the privacy interests of parties and non-parties, the CRT will also consider the [CRT Access to Information and Privacy Policy](#).
- 2) On a party’s request or on the CRT’s own initiative, the CRT will take reasonable steps to protect the privacy of non-parties and any affected minors, including minor parties. A tribunal member may use initials in place of full names or use other descriptions where they consider it appropriate to do so.
- 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 an adult 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.
- 5) If a dispute is an [Intimate Images Protection Act \(IIPA\)](#) damages claim, a tribunal member will consider the appropriate publication ban under section 13 of the *IIPA*.
- 6) An applicant in an *IIPA* damages claim can ask the CRT to cancel a publication ban on their dispute. In making the request, the applicant must set out the reasons why they want the publication ban cancelled.

### **Rule 10.5 – 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 CRT fees and reasonable dispute-related expenses.
- 2) A CRT decision or order can also require one party to pay to another party:
  - a) Any CRT fees paid by the other party in relation to the dispute,
  - b) Any fees and expenses paid by a party for witness fees and summonses, and
  - c) Any other reasonable expenses and charges that the CRT considers directly related to the CRT process. This may include an amount paid to an Indigenous elder for dispute-related support.



- 3) A tribunal member will generally not order one party to pay to another party any fees a lawyer has charged in the CRT dispute process. A tribunal member may make such an order if:
  - a) The dispute is under the following areas of the CRT's jurisdiction:
    - i. Accident claims, or
    - ii. Claims under the [Intimate Images Protection Act](#), or
  - b) The dispute is under another area of the CRT's jurisdiction, and the tribunal member determines that there are extraordinary circumstances which make it appropriate to order one party to pay another party's legal expenses.
- 4) To determine whether a party must pay another party's legal expenses, a tribunal member may consider:
  - a) The dispute's complexity,
  - b) The degree of the lawyer's involvement,
  - c) Whether a party's or representative's conduct has caused unnecessary delay or expense,
  - d) Whether a party has submitted false evidence, cases, or legislation created by an artificial intelligence tool,
  - e) Whether there has been an abuse of process, and
  - f) Any other factors they consider appropriate.
- 5) A tribunal member will usually not order one party to pay another party compensation for time spent dealing with the CRT proceeding. A tribunal member may make an exception if:
  - a) A participant has misled the CRT, including by providing false evidence, cases, or legislation created by an artificial intelligence tool,
  - b) There has been an abuse of process, or
  - c) There are other extraordinary circumstances.



## Part 11 – Cancellation Requests

### Rule 11.1 – When a Party May Request Cancellation

- 1) A party may ask the CRT 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 to Cancel a Decision or Order Form,
  - b) Providing a completed Dispute Response Form if one has not already been provided to the CRT,
  - c) Providing evidence to support their request,
  - d) Paying the required fee, and
  - e) Following any other directions the CRT 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 11.2 – What the CRT Will Consider on a Request for Cancellation

- 1) In reviewing a 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 [Civil Resolution Tribunal 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 Notice or Dispute Response Form shows a claim or defence that has merit or is at least worth investigating.
- 2) The requesting party has the burden to provide sufficient evidence on the factors above.



### **Rule 11.3 – What Happens if a Decision and Order Are Cancelled**

- 1) If the CRT cancels the decision and order, the CRT will:
  - a) Provide further directions to the participating parties to resolve the dispute, and
  - b) In the case of a default decision, accept the Dispute Response Form as a Response Notice and provide the Response Notice to all parties.

## **Part 12 – CRT 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.

### **Rule 12.2 – Validated Copies of CRT Documents**

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



## Definitions

Some terms from the [Civil Resolution Tribunal Act \(CRTA\)](#) have been simplified in these rules. The following definitions are intended to be used for convenience and reference only.

“Accident claim” means a claim under Part 10 – Division 7 of the *CRTA*.

“Chair” means the chair of the CRT appointed under section 67 of the *CRTA*.

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

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

“Hearing” in the *CRTA* is the same as “CRT decision process” in the rules.

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

“Initiating party” in the *CRTA* 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 *CRTA* is the same as “Dispute Application” in the rules.

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

“Submissions” means both evidence and written arguments.

“Tribunal” means the Civil Resolution Tribunal (CRT).

Visit the CRT’s website at [civilresolutionbc.ca](http://civilresolutionbc.ca)