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INTERIM RULES OF PROCEDURE FOR ARBITRATION OF LOTTERY DISPUTES

**MADE PURSUANT TO THE
ONTARIO LOTTERY AND GAMING CORPORATION ACT, 1999
and its Regulation 198/00, as amended.**

Effective January 1, 2008

INTERIM RULES OF PROCEDURE FOR LOTTERY ARBITRATIONS

These Rules list general, procedural and administrative matters that apply to arbitration of a lottery dispute using the provisions of section 11.2 of Ontario Regulation 198/00 as amended by Ontario Regulation 283/07 made under the *Ontario Lottery and Gaming Corporation Act, 1999*.

The Interim Rules are effective January 1, 2008. After an appropriate period of operation and the opportunity for review and comment, the Chair of the AGCO will issue Rules to replace the Interim Rules.

It is your choice to resolve a lottery dispute through arbitration or by proceeding in the Ontario courts. While, in general, arbitration is considered faster, more informal, and, often, less expensive than the court, you should obtain advice and consider the advantages and disadvantages of both systems before making your decision.

Costs of the arbitration are the responsibility of the participants. The arbitrators and the AGCO Hearings Department are obliged to recover the costs for all services provided in relation to arbitration of a lottery dispute.

How to use these Rules

The Index sets out the areas covered by the different Rules. Use it to help you locate the applicable Rule or Rules.

In addition, some words used in the Rules have specialized meanings. The definitions for these words are found at the beginning of the Rules.

Copies of the Rules and forms may be obtained without charge from the AGCO Hearings Department, located on the 3rd floor at 90 Sheppard Avenue East, Toronto, Ontario, M2N 0A4 or on the AGCO website at www.agco.on.ca.

Need Help?

AGCO Hearings Department staff can provide general information about the lottery arbitration process and procedures but cannot give legal advice or complete documents for you. Contact the Hearings Department at 416-326-0388 or by fax at 416-326-5566.

INDEX

PART I - GENERAL MATTERS		Page
RULE 1	Application	4
RULE 2	Definitions	4
RULE 3	Time	6
RULE 4	Arbitration Fees	6
	Initial Filing Fees	6
	Mediation Fees	7
	Arbitration Fees	7
 PART II - COMMENCING AN ARBITRATION		
RULE 5	Notice of Dispute and Response	8
RULE 6	Delivery and Filing	8
RULE 7	Notice of Resolution	9
RULE 8	OLG Investigations	9
 PART III - ALTERNATIVE DISPUTE RESOLUTION PROCESSES		
RULE 9	Early Dispute Resolution Conference	9
RULE 10	Mediation	10
 PART IV - THE ARBITRATION TRIBUNAL		
RULE 11	Single Member Tribunal	10
RULE 12	Three Member Tribunal	10
RULE 13	Simplified Arbitrations	11
RULE 14	Independence and Impartiality	12
 PART V - THE ARBITRATION		
RULE 15	Jurisdiction of the Tribunal	12
RULE 16	Pre-Arbitration Conference	13
RULE 17	Conduct of the Arbitration	14
RULE 18	Evidence	15
RULE 19	Dismissal Without a Hearing	16
RULE 20	Settlements and Withdrawals	16
RULE 21	Offers of Settlement	16
 PART VI - AWARDS AND COSTS		
RULE 22	Final Awards	17
RULE 23	Corrections	17

		Page
RULE 24	Costs	17

PART VII - APPEALS AND ENFORCEMENT

RULE 25	Appeals	18
RULE 26	Enforcement	18

FEE SCHEDULE

Initial Filing Fee	19
Mediation Fee	19
Arbitration Fees	19-20
Single Member Tribunal	
Three Member Tribunal	
Simplified Arbitration	
Additional Arbitration Fees	

PART I - GENERAL MATTERS

Rule 1 Application

- 1.1 The Rules are part of and complete the arbitration agreement between the parties.
- 1.2 The Rules apply to every arbitration commenced pursuant to subsection 11.2(4) of Ontario Regulation 198/00 made under the *Ontario Lottery and Gaming Corporation Act, 1999* as amended.
- 1.3 The Rules shall be interpreted liberally so that arbitrations are fair and, where appropriate, expense and delay is avoided.

Rule 2 Definitions

- 2.1 In these Rules:

“**AGCO**” means the Alcohol and Gaming Commission of Ontario;

“**Applicant**” means a person, or persons, who initiates an arbitration by delivering and filing a Notice of Dispute;

“**Arbitration Act**” means the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended

“**arbitration agreement**” means the submission of a dispute to arbitration in accordance with the Regulations and the Rules;

“**certificate of delivery**” is the form describing the manner and time of delivery of a document in the arbitration;

“**Chair**” means the Chair of the Board of the AGCO;

“**day**” means any day of the week from Monday to Friday, excluding a statutory holiday and any other day the Hearings Department is closed;

“**deliver**” means to provide a Notice, Response, or other document to a party or their representative;

“**dispute**” means the issue of the right of a participant in a lottery scheme to a prize or portion of a prize valued at \$10,000 or more;

“**Early Dispute Resolution Conference**” means the meeting between the parties and a neutral person within 20 days of filing the Notice of Dispute to

discuss and attempt to resolve some or all issues in dispute and to review the arbitration process and procedures;

“Fees” mean the fees contained in the Fee Schedule attached to these Rules and include the Initial Filing Fee, the Mediation Fee, the Arbitration Fee, and Additional Arbitration Fees payable on the direction of a Tribunal;

“file” means file with the Hearings Department and a “filing” is anything that is filed;

“Hearings Department” means the office of the AGCO responsible for providing administrative support to a Tribunal;

“Initial Filing Fee” means the fee payable upon filing a Notice of Dispute or Response;

“Manager of Hearings” means the person in the Hearings Department responsible for administration of arbitrations and includes his or her representative;

“mediation” means the informal process where parties meet with a neutral person appointed by the Chair who attempts to facilitate an early and fair resolution of some or all the issues in dispute;

“Mediation Fee” means the fee paid by a party for the mediation of the dispute;

“Notice of Dispute” means the Form completed by an Applicant containing information on the issues in dispute;

“Notice of Resolution” means the Form confirming the resolution of the dispute;

“OLG” means the Ontario Lottery and Gaming Corporation;

“party” means all participants(s) in the lottery scheme who may have an interest in the disputed prize or portion of the disputed prize but does not include the OLG, and “party to the arbitration” means the Applicant and any Responding Parties;

“Pre-Arbitration Conference” means the conference held after the Tribunal’s appointment at which the parties meet with the Tribunal to prepare for the hearing;

“President” means the chair of a Three Member Tribunal;

“representative” means the representative of a party;

“Responding Party” means the person or persons who respond to a Notice of Dispute and a “Response” is the Form completed by a Responding Party;

“Rules” means these Rules and include the Interim Rules;

“Simplified Arbitration” is an arbitration conducted pursuant to Rule 13 and the “Simplified Arbitration Fee” is the fee payable by each party for the appointment of a Simplified Arbitration Tribunal;

“Three Member Tribunal” means an arbitration conducted pursuant to Rule 12 and the “Three Member Tribunal Fee” is the fee payable by each party for the appointment of a Three Member Tribunal;

“Tribunal” means the member(s) of the AGCO Board of Directors or other person(s) appointed by the Chair to decide a dispute.

Rule 3 Time

- 3.1 Where the Rules refer to a period of time, that period of time does not include Saturdays, Sundays, statutory holidays and any other day when the Hearings Department is closed.
- 3.2 A Tribunal may shorten or lengthen any time period in the Rules as it considers appropriate.

Rule 4 Arbitration Fees

- 4.1 The Chair shall establish a fee schedule to recover all costs and expenses of the arbitration. The fee schedule is part of the Rules.
- 4.2 Fees must be paid to the AGCO at the times specified in the Rules or when directed by the Tribunal. Fees may be paid in cash, by money order, Canadian bank draft or certified cheque.

Initial Filing Fees

- 4.3 The Applicant must pay the Initial Filing Fee at the time of filing the Notice of Dispute. The Hearings Department will not accept or process a Notice of Dispute without the Initial Filing Fee.
- 4.4 A Responding Party must pay the Initial Filing Fee at the time of filing the Response. The Hearings Department will not accept or process a

Response without the Initial Filing Fee. A Responding Party who does not file a Response may not participate in the arbitration.

Mediation Fees

- 4.5 Subject to Rule 8, unless the dispute is resolved or all parties to the arbitration refuse mediation, each party shall pay the Mediation Fee to the AGCO no later than 45 days after filing the Notice of Dispute. Where a Joint Response is filed a single Mediation Fee may be paid.

Arbitration Fees

- 4.6 Where mediation is refused or unsuccessful, the parties to the arbitration must pay the Arbitration Fees to the AGCO no later than 10 days after either the notice of refusal to mediate is delivered or the mediator advises the parties and the Manager of Hearings of the inability to resolve all issues in dispute. The Chair will appoint the Tribunal upon receipt of the Arbitration Fees from the Applicant and a Responding Party. A party who fails to pay the Arbitration Fee shall not participate in the Arbitration without the consent of the Tribunal which may provide its consent on any conditions it considers appropriate.
- 4.7 The Tribunal may, at any time, direct the parties to the arbitration to pay Additional Arbitration Fees where the anticipated cost of the arbitration will exceed the total of the Initial Filing Fee and Arbitration Fee. Additional Arbitration Fees must be paid within 15 days of the direction. Where parties fail to comply with a direction to pay Additional Arbitration Fees the Tribunal may suspend or terminate the arbitration.
- 4.8 Prior to issuing its decision, the Tribunal shall provide its account to the Chair and the parties to the arbitration and, where necessary, shall issue a direction to pay any Additional Arbitration Fees. The Manager of Hearings shall not release the final award to the parties until all arbitration fees are paid.
- 4.9 The Tribunal's fees and expenses shall not exceed the value of the services performed and the necessary and reasonable expenses actually incurred. Where a party to the arbitration makes a written request, the Chair may review the Tribunal's account and, where appropriate, direct that the account be revised. Section 56 of the *Arbitration Act* does not apply to a review of the Tribunal's account.

PART II – COMMENCING AN ARBITRATION

Rule 5 Notice of Dispute and Response

- 5.1 An Applicant must deliver a Notice of Dispute (Form 1) to all parties and the board of the OLG and file it, with certificates of delivery (Form 2) and the Initial Filing Fee, with the Hearings Department.
- 5.2 The arbitration commences when the Notice of Dispute is filed and the Applicant's Initial Filing Fee is paid.
- 5.3 A Responding Party must deliver a Response (Form 3) to the Applicant, the other parties and the board of the OLG no later than 10 days after receiving the Notice of Dispute. The Response, certificates of delivery, and the Responding Party's Initial Filing Fee must be filed with the Hearings Department no later than 3 days after delivery to the other parties and the OLG.
- 5.4 Where the Response of some or all Responding Parties is identical they may file a Joint Response and pay one Initial Filing Fee, one Mediation Fee and one Arbitration Fee. The Tribunal will direct those Responding Parties with respect to apportioning any Additional Arbitration Fees among them as it considers appropriate.
- 5.5 Where a party receives a Notice of Dispute and does not file a Response or pay the Initial Filing Fee, a Tribunal may decide the arbitration on the material before it and without further notice to that party.
- 5.6 Except with the permission of the Tribunal, a party to the arbitration may not present evidence or representations at the arbitration about a material fact not contained in the Notice of Dispute or Response. The Tribunal may give its permission on any terms it considers appropriate.

Rule 6 Delivery and Filing

- 6.1 The Notice of Dispute, the Response, and any other documents may be delivered and filed by hand, courier, facsimile transmission, or regular mail. Delivery to a party's representative is delivery to the party. Documents or other materials filed for use in the arbitration must be delivered to all parties.
- 6.2 The day a document is delivered is the day it is received by the other party or its representative. Documents delivered by regular mail are considered delivered on the 5th day after mailing.

- 6.3 All filings must be received by the Hearings Department during normal office hours (8:30 a.m. – 5:00 p.m.). Filings received outside normal office hours are considered filed on the next day.

Rule 7 Notice of Resolution

- 7.1 Parties who resolve the dispute within 45 days of filing the Notice of Dispute must file a Notice of Resolution (Form 4) with the board of the OLG and the Manager of Hearings no later than 3 days after the dispute is resolved.

Rule 8 OLG Investigations

- 8.1 Within 3 days of receiving a Notice of Dispute, the OLG shall advise the Manager of Hearings whether it has conducted an investigation with respect to the subject matter of the dispute and, if so, whether the investigation is complete.
- 8.2 Where an OLG investigation is ongoing, the arbitration and the time for taking any steps required by these Rules is suspended until:
- (i) the OLG advises the Manager of Hearings its investigation is complete; and,
 - (ii) the Manager of Hearings has received the results of the investigation and summary of key findings.
- 8.3 The OLG shall immediately deliver the results of a completed investigation and summary of key findings to the Manager of Hearings.
- 8.4 The Manager of Hearings will advise the parties where an OLG investigation is ongoing. The Manager of Hearings will deliver copies of the investigation results and summary of key findings to the parties within 3 days of receiving them. The results and summary will be delivered to the Tribunal at the time of its appointment.

PART III – ALTERNATIVE DISPUTE RESOLUTION PROCESSES

Rule 9 – Early Dispute Resolution Conference

- 9.1 The parties to the arbitration will meet with an AGCO Board Member or staff person assigned by the Chair to identify and discuss the issues in dispute, attempt to resolve some or all those issues, and to review the arbitration process and procedures within 20 days of filing the Notice of Dispute or the delivery of the results of the OLG investigation to the parties.

Rule 10 – Mediation

- 10.1 Where a Notice of Resolution is not filed, the Chair will assign a mediator to meet with the parties to the arbitration to attempt to resolve some or all the issues in dispute. The mediation will occur no later than 90 days after filing the Notice of Dispute or the delivery of the results of the OLG investigation to the parties.
- 10.2 Where all parties to the arbitration refuse mediation they must deliver a Notice of Refusal to Mediate (Form 5) to the Manager of Hearings no later than 45 days after filing the Notice of Dispute or the delivery of the results of the OLG investigation.
- 10.3 The Chair shall not appoint the mediator to a Tribunal.
- 10.4 The mediation shall be conducted on a without prejudice basis. All statements and representations made during the mediation are confidential and shall not be admissible in the arbitration or any other proceeding, including for the purpose of impeaching credibility, without consent.

PART IV – THE ARBITRATION TRIBUNAL

Rule 11 – Single Member Tribunal

- 11.1 The Chair will appoint a Tribunal as soon as possible after either Notice of Refusal to Mediate is filed or the mediator advises the Manager of Hearings that mediation was unsuccessful and the Arbitration Fee is paid. The Manager of Hearings will notify the parties of the appointment.

Rule 12 – Three Member Tribunal

- 12.1 Where all parties to the arbitration:

- (i) agree in writing and file their agreement with the Hearings Department;
- (ii) the prize in dispute exceeds \$2 million; and,
- (iii) the Three Member Tribunal Fee is paid,

the Chair will appoint a panel of three persons as a Tribunal. The Manager of Hearings will notify the parties to the arbitration of the appointments.

- 12.2 The panel will designate one of its members as President of the Tribunal. The President may hear motions, make procedural orders, and conduct the pre-arbitration conference.
- 12.3 Where one member of a Three Member Tribunal resigns or is unable to complete the arbitration, the arbitration shall proceed as a Single Member Tribunal before the Tribunal's President. Where the President of the Tribunal resigns or cannot complete the arbitration, the parties may chose to have the remaining members continue the arbitration or to recommence the arbitration before a different Tribunal.
- 12.4 The decision of the majority of a Three Member Tribunal is the Tribunal's award. Where there is no majority or unanimous decision, the President's decision is the Tribunal's award.

Rule 13 – Simplified Arbitrations

- 13.1 Where the parties to the arbitration agree, file a written agreement with the Chair, and pay the Simplified Arbitration Fee, the arbitration shall be conducted as a Simplified Arbitration. The Simplified Arbitration is intended to be a faster, more informal, and less expensive process. A Three Member Tribunal shall not conduct a Simplified Arbitration.
- 13.2 A Pre-Arbitration Conference will be conducted by conference telephone call within 15 days of the Simplified Arbitration Tribunal's appointment. At that time the Simplified Arbitration Tribunal will:
- (i) set a timetable for completion of all preliminary matters as soon as possible and, in any event, within 60 days from its appointment;
 - (ii) set the time and place of the hearing; and,
 - (iii) make any other directions which the Tribunal considers necessary for a fair and expeditious arbitration.
- 13.3 Rules 12, 15.2 (iv), (ix), 17.5, 17.6, 18.3, and 18.4 do not apply in a Simplified Arbitration. The Simplified Arbitration Tribunal shall not consider expert evidence, order the detention, preservation, or inspection of property or documents, or grant interim measures of protection. Amendments to the Notice of Dispute or Response shall not be granted except on consent of all parties. There shall be no court reporter or transcript of the proceeding before the Simplified Arbitration Tribunal. The Simplified Arbitration Tribunal may shorten times for making motions or taking any other step in the proceeding as it considers appropriate.

- 13.4 Unless the Tribunal permits, otherwise evidence shall be in the form of sworn statements subject to cross-examination before the Simplified Arbitration Tribunal.
- 13.5 The Simplified Arbitration Tribunal shall deliver its award to the Manager of Hearings within 15 days of the completion of the hearing.

Rule 14 – Independence and Impartiality

- 14.1 An arbitrator shall be independent of the parties and shall act impartially.
- 14.2 Before accepting an appointment, a person shall disclose to all parties to the arbitration any information that may give rise to a reasonable apprehension of bias or conflict of interest.
- 14.3 If, at any time before the arbitration is concluded and the final award issued, an arbitrator becomes aware of circumstances that may give rise to a reasonable apprehension of bias or conflict of interest, they shall be disclosed to the parties to the arbitration as soon as possible.
- 14.4 A party to the arbitration who alleges bias or conflict of interest must, within 5 days of becoming aware of the circumstances on which the allegations are based, deliver written notice detailing the allegations to all other parties to the arbitration and file it with the Manager of Hearings for delivery to the Tribunal. An arbitrator may not be challenged on the grounds that a person is a Member of the Board of the AGCO.
- 14.5 If an arbitrator resigns the appointment after considering the allegations, the Chair will appoint a new arbitrator.
- 14.6 If the arbitrator does not resign, the Tribunal will decide the allegations. A party may challenge the Tribunal's decision by commencing an application to the Court in accordance with the provisions of the *Arbitration Act* and the Rules of Civil Procedure within 10 days of the Tribunal's decision.

PART V – THE ARBITRATION

Rule 15 – Jurisdiction of the Tribunal

- 15.1 The Tribunal has the authority to decide all matters relevant to the dispute respecting the right of a party before it to a prize or portion of a prize in a commercial lottery scheme.
- 15.2 The Tribunal may:

- (i) set hearing dates and locations, issue notices of hearing and, where required, adjourn the hearing on any terms which are appropriate;
- (ii) direct the parties to the arbitration to pay the fees and expenses of the arbitration;
- (iii) issue directions, make orders, and make interim awards;
- (iv) except in Simplified Arbitrations, order the detention, preservation, or inspection of property or documents that are relevant to the subject matter of the dispute and may grant interim measures of protection, including an order for security;
- (v) award equitable relief, injunctions, or specific performance on terms which are appropriate;
- (vi) subject to any legal objection, order the production of records and documents within a party's possession or power;
- (vii) subject to any legal objection, order a party to the arbitration to submit to examination with respect to the dispute;
- (viii) order the exclusion of witnesses;
- (ix) except in Simplified Arbitrations, appoint an expert to report to it on specific issues;
- (x) issue summons to witnesses to attend and give evidence at the arbitration; and,
- (xi) administer an oath or affirmation to a witness.

A Tribunal's orders and directions may be enforced in the Court as if they were made by the Court in an action.

15.3 The Applicant or a Responding Party may allege the Tribunal is exceeding its authority by delivering a written objection to the Tribunal and all other parties to the arbitration and filing its objection with the Manager of Hearings as soon as the basis for the allegations become known. The Tribunal may rule on the objection as a preliminary question or address it in the final award. The Applicant or a Responding Party who disputes the decision may commence an application in the Superior Court within 10 days of receiving the decision. The arbitration may continue while the application is pending.

Rule 16 – Pre-Arbitration Conference

- 16.1 Except for Simplified Arbitrations, the Tribunal will hold a Pre-Arbitration Conference within 30 days of its appointment. The Pre-Arbitration Conference may be held in person or by conference call.
- 16.2 At the Pre-Arbitration Conference the Tribunal shall meet with the parties to the arbitration to:
- (i) identify the facts and issues on which they agree and all issues in dispute;
 - (ii) set times for delivery and filing of other relevant documents. Unless the Tribunal orders otherwise, documents for the Tribunal must be filed with the Hearings Department for delivery to the Tribunal;
 - (iii) identify witnesses and any proposed expert witnesses, the nature of their proposed evidence, and manner it will be provided;
 - (iv) set times for exchange of witness statements, if any;
 - (v) set the hearing date or dates;
 - (vi) agree on the procedure to be followed in the arbitration including whether some or all of the arbitration will be conducted in person, in writing, or by conference call; and,
 - (vii) discuss and receive directions from the Tribunal on the payment of additional fees or expenditures after considering the potential length of the hearing and complexity of the issues in dispute.
- 16.3 The parties to the arbitration must file an Agreed Statement of Facts, signed by the parties or their representatives, with the Hearings Department for delivery to the Tribunal no later than 10 days after the Pre-Arbitration Conference.
- 16.4 Within 7 days of the Pre-Arbitration Conference, the Tribunal shall send a written record of the parties' agreements, other than agreements on facts, and any Directions or other Orders arising out of the Pre-Arbitration Conference to the Manager of Hearings for delivery to all the parties to the Arbitration.

Rule 17 – Conduct of the Arbitration

- 17.1 Subject to the Rules, the Tribunal may conduct the arbitration in the manner it considers appropriate. The parties to the arbitration shall be treated fairly and have the opportunity to present its case and to respond to the other parties' cases.
- 17.2 Representatives must provide the Manager of Hearings, and all other parties to the arbitration, with their name, address, phone and facsimile numbers upon being retained.
- 17.3 The Tribunal will advise the Hearings Department of all hearing dates. The Hearings Department will issue notices of hearing setting out the date(s), time, and place of hearing on behalf of the Tribunal at least 5 days before the hearing.
- 17.4 A party may request a summons for a witness from the Tribunal. The party is responsible for service of the summons. A summons is not enforceable unless served in the same way as a Court issued summons.
- 17.5 The Hearings Department will arrange for the attendance of a court reporter where a party to the arbitration files a written request with the Manager of Hearings at least 5 days before the start of the hearing. The reporter will bill the requesting party directly for the cost of attendance and any transcripts. A copy of any transcript shall be provided to the Tribunal where a party refers to it in evidence or submissions. Other parties are entitled to a copy of the transcript on payment of reproduction costs. This rule does not apply to Simplified Arbitrations.
- 17.6 Except in Simplified Arbitrations, the Tribunal may permit a party to the arbitration to amend a Notice of Dispute or Response on terms it considers appropriate after considering any delay in making the amendments.

Rule 18 - Evidence

- 18.1 The Tribunal shall determine the admissibility, relevance and materiality of the evidence offered. Strict conformity with the rules of evidence is not required but the Tribunal cannot admit documents, materials, or testimony inadmissible in a court by reason of privilege.
- 18.2 The Tribunal may take notice of any facts that may be judicially noticed.
- 18.3 Except in Simplified Arbitrations, a party to the arbitration wishing to rely on expert opinion evidence must give written notice, including the *curriculum vitae* of the proposed expert and a summary of the proposed evidence, to all parties and the Manager of Hearings 15 days before the first day of

hearing. A copy of the expert's report, if any, must be delivered to the other parties to the arbitration and the Manager of Hearings 5 days before the first day of hearing.

- 18.4 Except in Simplified Arbitrations, a party may provide some or all evidence in the form of a sworn statement. Where any party to the arbitration requests, the maker of the statement will be produced for cross-examination before the Tribunal.
- 18.5 The Tribunal may admit evidence or accept submissions given by telephone or videoconference but, in doing so, will ensure that all parties to the arbitration can hear the evidence or submissions and each other.

Rule 19 – Dismissal without a Hearing

- 19.1 Pursuant to the Regulations, the Tribunal may, on its own motion or on the motion of any party, dismiss a party's claim to an interest in a prize without a hearing where the Tribunal is of the opinion:
- (i) the claim is not made in good faith, is frivolous or vexatious;
 - (ii) the claim is made only for the purpose of delay;
 - (iii) the party's history of commencing claims amounts to an abuse of process; or,
 - (iv) the claim is not supported by sufficient evidence.

Rule 20 – Settlements and Withdrawals

- 20.1 Where the parties to the arbitration settle the dispute after the Tribunal's appointment, the Tribunal will terminate the arbitration. Where the parties to the arbitration request, the Tribunal will record the settlement in the form of an award.
- 20.2 Where the Notice of Dispute is withdrawn on consent the Tribunal will terminate the arbitration. The arbitration will not terminate where a Responding Party objects to the withdrawal and the Tribunal concludes the Responding Party is entitled to a final settlement of the dispute.

Rule 21 – Offers of Settlement

- 21.1 Where a party wishes the Tribunal to consider a written offer to settle in respect of an award of costs, the party to the arbitration must establish that the offer:

- (i) was delivered at least seven days before the commencement of the hearing on the merits; and,
- (ii) was not withdrawn or did not expire before the commencement of the hearing on the merits.

PART VI - AWARDS AND COSTS

Rule 22 – Final Awards

- 22.1 The Tribunal shall deliver the final award to the Manager of Hearings no later than 45 days after the hearing is complete and any time for filing written submissions has passed. Failure to deliver the award within this time does not cause the Tribunal to lose jurisdiction over the dispute. The Manager of Hearings will not release the award to the parties to the arbitration until all outstanding fees are paid.
- 22.2 The final award must be in writing and signed by the arbitrator. The Tribunal's award binds the parties unless varied or set aside.

Rule 23 – Corrections

- 23.1 On the request of a party to the arbitration or on its own initiative a Tribunal may amend or vary an award or final award to correct a clerical, typographical, arithmetical or accidental error or mistake.
- 23.2 Within 5 days of receiving the final award a party to the arbitration may apply to the Tribunal for clarification. The Tribunal may clarify the final award where it considers appropriate. The clarification becomes part of the final award.

Rule 24 – Costs

- 24.1 Within 20 days of receiving the final award a party to the arbitration may apply to the Tribunal to decide costs where this issue was not decided in the final award.
- 24.2 The Tribunal may fix the costs and expenses of the arbitration including reasonable legal fees. Costs and expenses may be apportioned between the parties to the arbitration. In deciding whether to award costs and expenses, the Tribunal may consider the result of the arbitration, the conduct of the parties, the complexity of the issues, and any offers to settle.
- 24.3 The Tribunal may award pre and post judgment interest on an award in accordance with the rates contained in the *Courts of Justice Act*.

PART VII – APPEALS AND ENFORCEMENT

Rule 25 - Appeals

25.1 A party to the arbitration may appeal the final award, including an award of costs, to the court on a question of law with leave. The Court shall grant leave only where it is satisfied that:

- (i) the importance to the parties of the matters at stake in the arbitration justifies an appeal; and,
- (ii) determination of the questions of law at issue will significantly affect the rights of the parties.

25.2 The Court may confirm, vary, or set aside the final award or may remit the final award to the Tribunal with the Court's opinion on the question of law.

Rule 26 – Enforcement

26.1 The Tribunal's award may be enforced by making application to the Court in accordance with the Rules of Civil Procedure and the *Arbitrations Act*. A certified copy of the award must be obtained from the Manager of Hearings and attached to the application for enforcement.

Fee Schedule

Note: Where Responding Parties file a Joint Response they pay one Initial Filing Fee, one Mediation Fee and one Arbitration Fee. The Tribunal may apportion any Additional Arbitration Fees among those Responding Parties as it considers appropriate.

A. Initial Filing Fee: \$200 payable by each party upon filing either the Notice of Dispute or the Response.

B. Mediation Fee: \$300 payable by each party unless all parties refuse mediation.

C. Arbitration Fees

To be paid no later than 10 days after mediation is refused or unsuccessful. The Tribunal will not be appointed until Arbitration Fees are paid. (Rule 4.6)

(i) Single Member Tribunal (Rule 11)

Amount of Claim	Applicant	Each Responding Party
\$10,000 to \$2 million	\$3,000	\$3,000
Above \$2 million	\$5,000	\$5,000

(ii) Three Member Tribunal (Rule 12)

Amount of Claim	Applicant	Each Responding Party
Above \$2 million	\$15,000	\$7,500

(iii) Simplified Arbitration (Rule 13)

Amount of Claim	Applicant	Each Responding Party
\$10,000 - \$2 million	\$1,500	\$1,500
Above \$2 million	\$2,500	\$2,500

(iv) Additional Arbitration Fees (Rule 4)

The Tribunal must calculate all reasonable and likely fees and expenses, taking into account expected hearing and preparation time, travel and other hearing related costs, above the Arbitration Fees set out above. The Tribunal shall issue further direction(s) to pay Additional Arbitration Fees, where necessary, following the Pre-Arbitration Conference and at any time during the arbitration where the circumstances require.

Prior to issuing the final award the Tribunal will issue a direction to pay Additional Arbitration Fees for any remaining costs or expenses.