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ICDR & ICDR Canada Hosting WCCAS's 2020 Canadian Case Law Update

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Moderator: Steven K. Andersen, [ICDR Canada](#), andersens@adr.org

Faculty:

[Tina Cicchetti](#), Independent Arbitrator, Dallas, tcicchetti@cicchettiarbitration.com

[Robert Deane](#), Borden Ladner Gervais LLP, Vancouver, rdeane@blg.com

[Julie Hopkins](#), Calgary Energy & Commercial Arbitrators, Calgary, julie.hopkins@jghopkins.com

[Daniel Urbas](#), Urbas Arbitral, Montreal, du@urbas.ca

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INTRODUCTION - WCCAS



The Western Canada Commercial Arbitration Society (“WCCAS”) is an informal assembly of some of Western Canada’s most experienced domestic and international commercial arbitrators. Its purposes are to encourage the use of commercial arbitration by Canadian businesses in appropriate circumstances, to promote Western Canada as a suitable “seat” of arbitration, and ensure that we continue to have a sufficient number of trained, experienced arbitrators capable of dealing with the many important and complex cases that arise in or are seated in Western Canada.

- Approximately 40 members
- Hosts an Annual Arbitration Conference in Calgary for about 100 guests
- More information about the organization and its members at www.wccas.ca

ICDR CANADA, ICDR & AAA INSTITUTIONAL HIGHLIGHTS

| ICDR CANADA | ICDR | AAA |
|-------------------------------|---------------------------------|------------------------------------|
| Canadian domestic cases | International cases worldwide | United States domestic cases |
| Rules created in 2015 | Last change in 2014 | Commercial, construction & + rules |
| 80+ arbitrators across Canada | 750+ arbitrators worldwide | 6,300+ arbitrators in the U.S. |
| 15+ mediators in Canada | 45+ mediators worldwide | 1,700+ mediators in the U.S. |
| 20%+ diversity on panel | 22%+ diversity on panel | 25%+ diversity on panel |
| 10+ Cases in 2018 -19 | 993 international cases in 2018 | 8983 U.S. commercial cases 2018 |

ICDR CANADA, ICDR & AAA RULE HIGHLIGHTS

| ICDR CANADA | ICDR | AAA |
|---|--|---|
| Canadian domestic cases | International cases worldwide | United States domestic cases |
| Rules created in 2015 | Last change in 2014 | Commercial, construction & + rules |
| ICDR Canada rules provide that document discovery practices in domestic court are not necessarily appropriate | ICDR rules provide that U.S. Style discovery is not appropriate for ICDR international cases | AAA Commercial Rules mention that U.S. style discovery tools like depositions are available |
| ICDR Canada rules do not have punitive damage waiver. | ICDR rules provide waiver for punitive type damages | AAA Commercial rules do not have punitive damage waiver |
| ICDR Canada rules do not waive irrevocably their right to appeal | ICDR waives irrevocably their right to any form of appeal | AAA rules do not waive irrevocably their right to appeal |
| Award deadline of 30 days | Award deadline of 60 days | Award deadline of 30 days |

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ICDR & ICDR CANADA RULE & PROCESS

- Administrative Call** • An administrative call is held to discuss timing, arbitrator expertise and appointment approach, desire to mediate and other nuances particular to their case
- Online Access to Whole Panel** • Parties are provided the opportunity to review all ICDR & ICDR Canada arbitrator profiles to help them agree on the appointment of their arbitrator.
- Arbitrator Availability** • Arbitrators have to commit to being available to serve in their case. "The tribunal shall conduct the proceedings with a view to expediting the resolution of the dispute."
- Appointment & Challenge** • The institution handles all details of the appointment process, compensation, and any challenges. Challenges are handled through the Administrative Review Council
- Online Case Management** • Parties have access to a secure online case management system that provides parties with document storage, scheduling, payment of fees, and other resources.
- Awards** • Award due no later than 30/60 days after hearings closed. Arbitrators shall deliberate ASAP. ICDR reviews & shares award with parties.

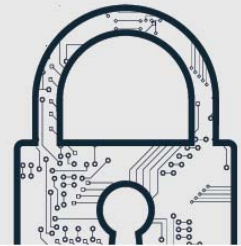
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AAA-ICDR® Best Practices Guide for Maintaining Cybersecurity and Privacy



The AAA-ICDR is committed to the security and privacy of customer and case information. To effectuate that goal AAA-ICDR has implemented best practice policies, procedures and technologies internally to help protect its data and information systems. The protections that have been implemented apply to all case data and equipment stored and managed on the AAA-ICDR technology infrastructure. AAA® employees routinely participate in online training programs designed to heighten their knowledge of security policies and procedures. The AAA has also prepared a *AAA-ICDR Cybersecurity Checklist* which parties and/or their representatives as well as arbitrators may use as a resource.

Recognizing that cybersecurity is a shared responsibility, AAA-ICDR is requiring all arbitrators on its panels to complete a training course by year-end 2020. The program is designed to educate the arbitrators as to the cybersecurity basics so they can preserve and protect the integrity and legitimacy of the arbitral process in cases in which they are serving.

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The following best practices are designed to provide guidance to parties, their representatives, and arbitrators regarding cybersecurity measures they should consider adopting. It does not impose hard or fast rules, but rather encourages an in depth discussion of the potential risks and reasonable and proportionate protective measures that might be taken to better secure sensitive information. These best practices are not intended to ensure compliance with any applicable laws, regulations, professional or ethical obligations.

1. During the preliminary hearing, the parties and/or their representatives and arbitrator should discuss reasonable precautions to be taken with regard to cybersecurity, privacy, and data protection to ensure an appropriate level of security for the case.
2. Early in the proceeding, and no later than the preliminary hearing, the parties' representatives should also discuss whether they plan to exchange information that presents a heightened need for cybersecurity, such as confidential information or personal data.

AAA-ICDR BEST PRACTICES GUIDE FOR MAINTAINING CYBERSECURITY AND PRIVACY

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AAA-ICDR® Best Practices Guide for Maintaining Cybersecurity and Privacy



3. In connection with the above, arbitrator(s) and parties' representatives should discuss the following:
 - a. Does this case require an enhanced level of cybersecurity, privacy or data protection? If yes, why?
 - b. Is there confidential information that will require specific security practices and measures? If yes, how should these specific practices and measures be incorporated in this proceeding?
 - c. How do participants plan to ensure that all case related email communications are secure? Are there any concerns with the security level of the email accounts or service providers being utilized by all participants?

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The International Centre for Dispute Resolution Canada (ICDR® Canada) provides dispute resolution services for Canadian domestic disputes nationwide. ICDR Canada operates under the auspices of the ICDR.

ICDR Canada provides full administrative services and support from case filing to closing in English and French for arbitration, mediation, and arbitrator appointment services for parties located throughout Canada's provinces and territories. Canadian parties have access to a dedicated administrative team and dozens of independent arbitrators and mediators across Canada.

The [Canadian Dispute Resolution Procedures \(Including Arbitration and Mediation\)](#) are specifically tailored for Canadian practice.

ICDR Canada Clause Drafting

[ICDR Canada Clause-Drafting Guide: English](#) and [ICDR Canada Clause-Drafting Guide: French](#) tailor the clause-drafting process to Canadian parties.

How to File a Case with ICDR Canada

Online at AAAWebFile®: www.adr.org/onlinefiling

Email: casefiling@icdrcanada.org

ICDR Case Filing Services can be contacted at:
1.844.859.0845 (Toll-free phone within Canada)

Hearings

Contact Us ➔

Rules, Forms & Fees

- 📄
[Canadian Dispute Resolution Procedures \(Including Arbitration and Mediation Rules\): English](#)

- 📄
[Canadian Dispute Resolution Procedures \(Including Arbitration and Mediation Rules\): French](#)

- 📄
[ICDR Canada Fee Schedule](#)

Other Links

- [ICDR Canada Submission to Dispute Resolution: English](#) >
- [ICDR Canada Submission to Dispute Resolution: French](#) >
- [ICDR Canada Notice of Arbitration: English](#) >
- [ICDR Canada Notice of Arbitration: French](#) >
- [ICDR Canada Request for Mediation: English](#) >
- [ICDR Canada Request for Mediation: French](#) >
- [AAA-ICDR Model Standards of Conduct for Mediators](#) >
- [AAA-ICDR Model Standards of Conduct for Parties and Representatives](#) >

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CANADIAN INTERNATIONAL AND DOMESTIC ARBITRATION – SAMPLE OF LEGISLATION

[Arbitration Act, RSA 2000, c A-43](#)

[International Commercial Arbitration Act, RSA 2000, c I-5](#)

[Arbitration Act, RSBC 1996, c 55](#) (new [legislation](#) passed)

[International Commercial Arbitration Act, RSBC 1996, c 233](#)

[Code of Civil Procedure, CQLR c C-25.01](#), arts 1-7, 620-655

[Commercial Arbitration Act, RSC 1985, c 17 \(2nd Supp\)](#)

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STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

Uber – awaiting the Supreme Court of Canada’s judgment

[Heller v. Uber Technologies Inc., 2019 ONCA 1](#)

SCC heard the appeal from the Court of Appeal for Ontario’s judgment on 6 November 2019, and judgment is anticipated soon. Will likely provide key guidance on the relationship between arbitration agreements and statutory codes, and about whether and how arbitration agreements may be challenged as being unconscionable, at least in the non-commercial context.

STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

In the meantime, many Canadian courts are departing from *Uber* or limiting it to its facts.

[A-Teck Appraisals Ltd. v. Constandinou, 2020 BCSC 135](#)

Court declined to follow the reasoning in [Heller v. Uber Technologies Inc., 2019 ONCA 1](#), holding that it was “*not obvious*” that its reasoning applied to B.C. legislation and, in any event, the unfairness informing that result did not arise on the facts. Court refused to invalidate an arbitration agreement in an employment contract and, in doing so, granted a stay.

[Belnor Engineering Inc. v. Strobic Air Corporation et al., 2019 ONSC 664](#)

Court dismissed arguments that the arbitration agreement was invalid because it was unconscionable, noting that (i) no argument was made that applying the institutional rules was unconscionable and (ii) no inequality of bargaining power or practical inaccessibility of arbitration existed to create unfairness if the action was stayed in favour of arbitration.

STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

[Williams v. Amazon.com, Inc., 2020 BCSC 300](#)

Court stayed a proposed class proceeding for non-consumer claims seeking damages based on a standard form contract which submitted those claims to an AAA-administered arbitration and subject to U.S. laws. Court acknowledged the “*real prospect*” that an arbitrator (i) could decide that remedies for *Competition Act* claims were not available and that U.S. substantive law might apply instead and (ii) might lack jurisdiction to award the claimed damages, but held that those were not sufficient to hold that the arbitration agreement was void, inoperative or incapable of performance. Case did not raise any unconscionability concerns, unlike [Heller v. Uber Technologies Inc., 2019 ONCA 1](#).



STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

Canadian courts continue to stay court proceedings that are arguably subject to arbitration agreements, provided the application is timely brought.

[TELUS Communications Inc. v. Wellman, 2019 SCC 19](#)

Supreme Court of Canada held that section 7(5) of Ontario’s [Arbitration Act, 1991, SO 1991, c 17](#) does not give courts discretion to refuse to stay claims dealt with by an otherwise valid arbitration agreement. Though Ontario’s [Consumer Protection Act, 2002, SO 2002, c 30, Sch A](#) invalidates arbitration agreements to the extent they prevent consumers from pursuing claims in court, that policy choice does not extend to non-consumers who remain bound by their agreements to arbitrate.



STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

[LED Roadway Lighting Ltd. v. Alltrade Industrial Contractors Inc., 2019 NSSC 62](#)

Faced with competing forms, court stayed the litigation pending the outcome of arbitration between the parties. Although not able to find an agreement to arbitrate, neither was there a clear objection to arbitration. Arbitrator should decide the issue first.

[9338-3941 Québec inc. v. 9356-2379 Québec Inc., 2019 QCCS 1221](#)

Court referred the parties to arbitration despite the possibility that some of the relief sought might not be covered by the arbitration agreement. Preferable to have the arbitrator rule first on jurisdiction and then allow the parties to apply to the court for review or decision, rather than the reverse sequence. Doing so would respect the parties' autonomy to choose how to resolve their disputes.

STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

[MRC Total Build Ltd. v. F&M Installations Ltd., 2019 BCSC 765](#)

Court determined it was at least arguable that parties to one contract intended to incorporate by reference the arbitration provisions set out in another document. Once the court finds that it is arguable that such an intention exists, and absent the (possibly) referentially-incorporated arbitration agreement being incapable of being performed, the court must refer the matter to the arbitrator for determination.

[Hydro Hawkesbury v. ABB Inc., 2020 ONCA 53](#)

Court enforced arbitration agreement contained in external materials that were readily available and specifically referred to in documents creating the contractual relationship. Held that a "*fairly sophisticated corporate consumer*" doing business with a foreign supplier in international markets would reasonably be expected to expect and to review the terms.

STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

[Houm Services Inc. v. Lettuce Eatery Development Inc., 2020 BCSC 430](#)

Court stayed non-arbitrable claims filed against defendant and its employees, pending resolution of claims which did fall within the agreement to arbitrate. Held that the agreement was valid and that any further relief, beyond the scope of the agreement to arbitrate, could be pursued in court after arbitration despite any “*procedural complexity*” or delays.

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STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

But courts will still examine the allegations carefully and not grant stays if the arbitrator’s jurisdiction is not considered arguable.

[Trainor v. Fundstream Inc, 2019 ABQB 800](#)

Court declined to refer the parties to arbitration, holding that the employment contract was neither void *ab initio* nor invalid but simply did not apply to the resulting legal relationship between the parties. Employment contract provided for services “*within*” a province but the disputed services were actually performed “*without*”, in another province. Arbitration agreement did not apply to the termination because the services did not relate to the otherwise valid but unperformed original employment contract.

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STAY OF PROCEEDINGS/REFERRAL TO ARBITRATION

Courts may also not always enforce arbitration agreements in the insolvency context.

[*Petrowest Corporation v. Peace River Hydro Partners*, 2019 BCSC 2221](#)

Court held that the mandatory terms of the [Arbitration Act, RSBC 1996, c 55](#) do not prevent courts from exercising their inherent jurisdiction to refuse to stay court proceedings where provisions of the [Bankruptcy and Insolvency Act, RSC 1985, c B-3](#) apply. Court lists a number of factors to consider when exercising that jurisdiction. Also held that a trustee in bankruptcy becomes a party to an arbitration agreement when the trustee institutes litigation to enforce the terms of the main contract in which the arbitration agreement appears.

DOCUMENT EXCHANGE

[*ENMAX Energy Corporation v. TransAlta Generation Partnership*](#), 2019 ABQB 486 is a rare decision reviewing the document exchange process in an arbitration.

The Court considered whether the "reliance and request standard" imposed in the circumstances of that case resulted in a breach of the Arbitration Act and the award should be set aside as it resulted in manifestly unfair and unequal treatment of the parties. The Court concluded the difficulties faced by the Applicants in obtaining documents, while "regrettable", were not individually nor in the aggregate in breach of the Arbitration Act.

STAY TUNED: permission to appeal this decision to the Court of Appeal has been granted:

[*ENMAX Energy Corporation v. TransAlta Generation Partnership*](#), 2020 ABCA 68.

IMPACT OF VAVILOV ON COMMERCIAL ARBITRATION?

Supreme Court clarifies standard of review of administrative tribunal decisions

[*Canada \(Minister of Citizenship and Immigration\) v. Vavilov, 2019 SCC 65*](#)

Clarified approach established in [*Dunsmuir v. New Brunswick, 2008 SCC 9*](#) for standard of judicial review of administrative tribunal decisions. Updated standard eliminates application of a contextual analysis in favour of a rebuttable presumption that standard of reasonableness applies. On statutory appeal of administrative tribunal, unless legislation authorizing appeal provides otherwise, court now applies appellate standard of correctness on questions of law and palpable and overriding error for questions of fact or mixed fact and law.

Post-decision concern whether courts might apply appellate standard to appeals from consensual arbitration awards subject to appeals under domestic arbitration legislation.

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IMPACT OF VAVILOV ON COMMERCIAL ARBITRATION?

Courts demonstrate that initial understanding of *Vavilov* may be mixed

[*Cove Contracting Ltd v. Condominium Corporation No 012 5598 \(Ravine Park\), 2020 ABQB 106*](#)

Vavilov had not changed the standard of review for consensual arbitrations from reasonableness to correctness and denied leave to appeal. Court postponed hearing to give the parties the opportunity to argue the role of *Vavilov*.

[*Buffalo Point First Nation et al. v. Cottage Owners Association, 2020 MBQB 20*](#)

Vavilov had changed the standard of review and granted leave to appeal. Court issued decision on leave to appeal without hearing from the parties but invited them to submit argument for the merits of the appeal.

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IMPACT OF VAVILOV ON COMMERCIAL ARBITRATION?

Court identifies limits to *Vavilov* application

[*Ontario First Nations \(2008\) Limited Partnership v. Ontario Lottery And Gaming Corporation, 2020 ONSC 1516*](#)

Vavilov does not refer to [*Sattva Capital Corp. v. Creston Moly Corp., 2014 SCC 53*](#) or [*Teal Cedar Products Ltd. v. British Columbia, 2017 SCC 32*](#); not reasonable to conclude that Supreme Court meant to overrule its own decisions without making any reference to them or to the area of law to which they relate.

[*Allstate Insurance Company v. Her Majesty the Queen, 2020 ONSC 830*](#)

Appeals from insurance arbitration mandated by legislation. Statutory appeal mechanism signals legislative intent that courts perform an appellate function in respect of administrative decision and apply appellate standards of review.

IMPACT OF VAVILOV ON COMMERCIAL ARBITRATION?

Judicial review distinguished from consensual arbitration without need to apply *Vavilov*

[*Khalilian v. Murphy, 2020 QCCS 831*](#)

Post-*Vavilov* - Resisted parties' joint submission that intervention on a challenge to an arbitrator's award on jurisdiction was a judicial review subject to administrative law standards of review. Referring to Québec's Code of Civil Procedure, doctrine and case law in Québec, emphasized that arbitrator in a contractual arbitration does not qualify as a tribunal subject to a court's control and supervision.

[*Boisvert v. Selvaggi, 2019 QCCS 1673*](#)

Pre-*Vavilov* - Arbitration remains consensual if the legislation imposing it allows opportunity to renounce its application. Being consensual, such arbitrations are subject not to judicial review but to annulment proceedings based on limited grounds familiar to practitioners practicing international commercial arbitration.

COSTS IN ARBITRATION

There continue to be questions about how arbitrators ought to assess costs in (at least) domestic arbitrations. Ought costs to be assessed summarily, or is a more detailed process and analysis required?

[0718698 B.C. Ltd. v. Ogopogo Beach Resorts Ltd., 2019 BCSC 1503](#)

Court remitted a costs awards back to the arbitrator so that the party ordered to pay 75% of actual legal fees would have a meaningful opportunity to challenge the other party's counsel's accounts. Failure to order disclosure of counsel's accounts qualified as a denial of natural justice because it prevented the party from undertaking an informed analysis of whether the fees were reasonable.

[Allen v. Renouf, 2020 ABQB 98](#)

An arbitral party which ignores an opportunity to present its case cannot argue that it was treated manifestly unfairly. Costs awards may raise a question of law if the discretion was not exercised judicially.

COSTS IN ARBITRATION

[Goel v. Sangha, 2019 BCSC 1916](#)

Though arbitrators should give reasons for departing from the “*normal*” indemnity costs rule, it does not follow that arbitrators must provide reasons for not departing from the normal indemnity rule. Court recognizes broad discretion in addressing costs, provided that it is exercised judicially and in accordance with authorities.

COSTS IN ARBITRATION

Forthcoming amendments to the *Arbitration Act* in British Columbia may provide greater flexibility to arbitrators in the future.

Costs

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(2) Unless otherwise agreed by the parties, the costs of an arbitration are in the discretion of the arbitral tribunal, which may, in awarding costs,

...

(b) specify the following:

- (i) the party entitled to costs;
- (ii) the party who must pay the costs;
- (iii) the amount of costs or method of determining that amount;
- (iv) the manner in which the costs must be paid,

(c) determine the amount of a costs award by reference to actual reasonable legal fees, expenses and witness fees, and

(d) summarily determine the amount of costs.

CONFIDENTIALITY OF ARBITRATION PROCEEDINGS

- Canadian courts have had few opportunities to determine whether arbitration is subject to an implied duty of confidentiality
- Recently, British Columbia updated its legislation to expressly provide for both privacy and confidentiality of arbitral proceedings
- Confidentiality is often expressly dealt with in arbitration rules, such as the [ICDR Canada Rules](#)

CONFIDENTIALITY PROVISIONS IN BRITISH COLUMBIA LEGISLATION

[International Commercial Arbitration Act, RSBC 1996, c 233](#)

Privacy and confidentiality*

- 36.01** (1) Unless otherwise agreed by the parties, all hearings and meetings in arbitral proceedings must be held in private.
- (2) Unless otherwise agreed by the parties, the parties and the arbitral tribunal must not disclose any of the following:
- (a) proceedings, evidence, documents and information in connection with the arbitration that are not otherwise in the public domain;
 - (b) an arbitral award.
- (3) Subsection (2) does not apply if disclosure is
- (a) required by law,
 - (b) required to protect or pursue a legal right, including for the purposes of preparing and presenting a claim or defence in the arbitral proceedings or enforcing or challenging an arbitral award, or
 - (c) authorized by a competent court.

* Similar language is included in the new non-international commercial arbitration act, which is scheduled to come into force in late 2020



CONFIDENTIALITY AFTER THE ARBITRATION

- [Canadian National Railway Company v. Gibraltar Mines Ltd., 2019 FC 225](#) and [Canadian National Railway Company v. Gibraltar Mines Ltd., 2019 FC 963](#) - confidentiality of the arbitration must be re-established independently on appeal to court
- [Vanalt Electrical Construction, Inc. v. Ozz Electric Inc., 2019 ONSC 5893](#) - court had to manage concern that the confidentiality of arbitration would bar the disclosure of information relevant to litigation
- [79411 USA Inc. v. Mondofix Inc., 2020 QCCS 1104](#) - judicial protection of parties' confidentiality promotes public interest in arbitration



APPEAL/SET ASIDE

Recent cases confirm that appeal rights available under domestic Arbitration Acts can be limited by agreement:

• [2101516 Ontario Inc. v Radisson Hotels Canada Inc.](#), 2019 ONSC 3302: an arbitration clause that provides that an arbitrator's decision is "final, conclusive and binding" limits appeal rights. As do the words "final and binding" in an arbitration clause: [108 Media Corporation v. BGOI Films Inc.](#), 2019 ONSC 880.

• [Diorite Securities v. Trevali](#), 2019 ONSC 4225: However, parties agreeing only to be "bound" by an arbitrator's decision does not preclude an appeal. In the absence of wording indicating the decision is intended to be final, the agreement to be bound means no more than the parties agree to abide by the decision.

APPEAL/SET ASIDE (CONT'D)

Recent cases have considered whether an arbitrator can rely on a theory not pleaded or argued in making an award.

[Tall Ships Landing Devt. Inc. v. City of Brockville](#), 2019 ONSC 6597: Based on the Arbitration Act as well as fundamental principles of fairness, it was not open to the Arbitrator to determine a central issue based on an implied "time is of the essence" term, when such an interpretation was neither pleaded nor argued.

However, it may be enough that the theory relied on by the arbitrator was "in play" or "in the arena" in the proceedings, even if it was not precisely articulated: [MSI Methylation Sciences, Inc. v. Quark Venture Inc.](#), 2019 BCCA 448.

APPEAL/SET ASIDE (CONT'D)

Recent decisions confirm that the time runs for the bringing of an appeal from the date of the award that reaches a final determination of the matters it addressed even if it is styled a "Partial Award": [Milner v. Clean Harbors Industrial Services Canada, Inc.](#), 2020 BCSC 68.

Canadian provinces differ as to whether there is a discretion to grant extensions for the time to bring an appeal. For example, in BC the present Arbitration Act grants the Court this jurisdiction. In Alberta it has been held that there is no jurisdiction for the Court to extend the statutory time limit to appeal under the Arbitration Act: [Allen v Renouf](#), 2019 ABCA 250.

APPEAL/SET ASIDE (CONT'D)

Canadian Courts tend to take a narrow view of when an award should be set aside for lack of jurisdiction.

[Alectra Utilities Corporation v Solar Power Network Inc.](#), 2019 ONCA 254 : To succeed on an application to set aside an arbitration award for lack of jurisdiction, it must be established either that the award deals with a dispute that the arbitration agreement does not cover or contains a decision on a matter that is beyond the scope of the arbitration agreement. Once the judge concludes that the arbitrator acted within the authority conferred by the arbitration agreement, the judge's task is at an end.

RECOGNITION & ENFORCEMENT OF ARBITRATION AWARDS

Canadian courts continue to support arbitration through recognition and enforcement of arbitration awards from other jurisdictions

- [International Air Transport Association v. Instrubel, N.V., 2019 SCC 61](#) – preserving assets
- [NewAgco Inc. v. Syngenta Crop Protection, 2019 SKQB 56](#) – clarification of parties against whom awards may be enforced
- [SDC Habitations Saint-Maurice phase III v. Raymond Chabot Administrateur, 2019 QCCS 636](#) – rule of law requires respect of awards
- [Société générale de Banque au Liban SAL v. Itani, 2019 QCCS 5266](#) – Quebec court confirms 10 year “limitation” period for enforcement of a foreign arbitration award
- [BMLEX Avocats inc. v. Sahabdool, 2019 QCCQ 3552](#) – how court enforced interest portion of an award
- [Metso Minerals Canada Inc. v. Arcelormittal exploitation minière Canada, 2020 QCCS 1103](#) – discussion of the different purposes served by recognition and enforcement

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Moderator: Steven K. Andersen, [ICDR Canada](#), andersens@adr.org

Faculty:

[Tina Cicchetti](#), Independent Arbitrator, Dallas, tcicchetti@cicchettiarbitration.com

[Robert Deane](#), Borden Ladner Gervais LLP, Vancouver, rdeane@blg.com

[Julie Hopkins](#), Calgary Energy & Commercial Arbitrators, Calgary, julie.hopkins@jghopkins.com

[Daniel Urbas](#), Urbas Arbitral, Montreal, du@urbas.ca

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