

TRIBUNAL COMMITTEE RULES OF PROCEDURE



icccrc
IMMIGRATION CONSULTANTS OF
CANADA REGULATORY COUNCIL
crcic
CONSEIL DE RÉGLEMENTATION DES
CONSULTANTS EN IMMIGRATION DU CANADA

Version: 2019-001

Approved Board of Directors: May 2, 2019

Table of Contents

A. INTERPRETATION AND GENERAL.....	7
1. PURPOSE	7
2. USING THESE RULES.....	7
3. DEFINITIONS.....	7
4. TRIBUNAL POWERS	9
5. TYPES OF CASES	10
6. HOW TO PARTICIPATE.....	10
7. FAILURE TO ATTEND OR PARTICIPATE	10
8. COMMUNICATIONS AND CONTACT INFORMATION.....	11
9. LANGUAGE OF THE CASE – ENGLISH OR FRENCH.....	11
10. INTERPRETATION IN ORAL PROCEEDING.....	11
11. ACCOMMODATION REQUIREMENTS UNDER THE CANADIAN HUMAN RIGHTS ACT	12
12. APPLICATION TO RISIAS	12
13. IN FORCE DATE.....	12
14. TRIBUNAL GUIDELINES AND PRACTICE DIRECTIONS	12
15. TIME – HOW TO CALCULATE.....	12
B. REPRESENTATION	12
16. PARTY’S REPRESENTATIVE	12
C. COMMUNICATION	13
17. REPRESENTATIVE	13
18. TRIBUNAL OFFICE.....	13
D. DELIVERY OF DOCUMENTS.....	13
19. DELIVERY OF DOCUMENTS	13
20. DELIVERY OF PAPER DOCUMENTS.....	14

21. DELIVERY TO A SUBJECT PARTY 14

22. INTERNATIONAL DELIVERY..... 14

23. PROOF OF DELIVERY 14

E. DISCLOSURE 15

24. DISCLOSURE OF DETAILS OR DOCUMENTS..... 15

25. REQUIRED DISCLOSURE – ALL PARTIES..... 15

26. EXCEPTION TO DISCLOSURE – PRIVILEGED INFORMATION..... 15

27. FAILURE TO DISCLOSE – EVIDENCE MAY NOT BE USED..... 15

F. CASE CONFERENCES, SETTLEMENTS 15

28. CASE CONFERENCE 15

29. CASE MANAGEMENT CONFERENCE..... 15

30. SETTLEMENT CONFERENCE..... 16

31. TRIBUNAL MEMBER IN SETTLEMENT CONFERENCE SHOULD NOT BE ADJUDICATING OR DECIDING THE CASE 17

32. PREPARATION FOR CASE CONFERENCE 17

33. CONFIDENTIALITY..... 17

34. OTHER SETTLEMENT AGREEMENTS..... 17

G. MOTIONS 17

35. MOTION – WHAT CAN BE REQUESTED 17

36. FORM OF MOTION 18

37. ORAL MOTION HEARING – MATERIALS 18

38. MOTIONS AFTER ADJUDICATION STARTED 18

39. ADJOURNMENTS..... 19

40. RESCHEDULING 19

H. INTERIM ORDER FOR SUSPENSION OR CONDITIONS 20

41. URGENT MOTION BY ICCRC 20

42. URGENT MOTION TO BE ADJUDICATED AND DECIDED PROMPTLY 20

I. EVIDENCE 20

43. ADMISSIBILITY OF EVIDENCE 20

44. LIMITS ON EVIDENCE AND WITNESSES 21

45. AGREEMENT ON FACTS..... 21

J. EVIDENCE – WITNESS EVIDENCE FORMS..... 21

46. WITNESS EVIDENCE FORM..... 21

47. DELIVERY AND RESPONSE 21

48. COSTS ON DENIAL OR REFUSAL TO ADMIT 22

49. EXPERT WITNESSES 22

K. ADJUDICATION 23

50. COMBINING CASES..... 23

51. FORMAT OF ADJUDICATION – WRITTEN 23

L. PUBLIC PROCEEDINGS 24

52. ORAL ADJUDICATION IS PUBLIC 24

53. RECORDING OR TRANSCRIPT 24

M. CONSTITUTIONAL QUESTIONS 24

54. NOTICE OF CONSTITUTIONAL QUESTION 24

N. DECISION OF THE TRIBUNAL COMMITTEE 25

55. DECISION PANEL 25

O. COSTS..... 25

56. ORDERS REGARDING COSTS 25

P. AFTER THE DECISION..... 25

57. CORRECTING AND CLARIFYING ORDERS AND DECISIONS 25

58. SETTING ASIDE OR VARYING ORDERS..... 26

INTRODUCTION

These Rules of Procedure set out how the Tribunal Committee operates, and what you need to know or do when you are involved in a case that comes to one of these Committees that are part of the Tribunal Committee: the Discipline Committee, Fitness to Practice Committee, and Registrar Appeal Committee.

The Immigration Consultants of Canada Regulatory Council (“ICCRC”) is committed to regulating the immigration consulting profession in a manner that is effective, fair and transparent. As with all regulators, the system of handling professional conduct matters may require matters to be resolved before an independent adjudicative panel, such as a Discipline Committee. The ICCRC has combined the functions of several internal adjudicative committees into one Tribunal Committee.

If an adjudication and final decision is required, the Tribunal Committee will assign a Decision Panel (typically three Tribunal Members) to consider evidence and arguments, and then make a binding decision about the licensing or registration of a Regulated Canadian Immigration Consultant (RCIC), Regulated International Student Immigration Adviser (RISIA), Firm or Sole Proprietorship. Most Tribunal Committee adjudication will be done by a written hearing process, with some telephone hearings as needed. Rules of procedure provide guidance and predictability to help all the participants in these processes.

These Rules include hyperlinks to information and resources on the ICCRC website that will help readers understand some of the terms. Specific definitions are provided in the Rules only where needed. For more information about the complaints, discipline and other professional conduct processes, please go to the [ICCRC website](#).

A. INTERPRETATION AND GENERAL

1. Purpose

1.1 These Rules outline how the ICCRC Tribunal Committee operates, and what Parties need to know or do when they are involved in a Case at the Tribunal Committee.

2. Using These Rules

2.1 These Rules should be used in a way that:

- (1) promotes processes that are focused and efficient, and also fair and accessible;
- (2) promotes proportionate processes that are flexible, and can be adjusted based on how simple or complex the Case is, and how much the outcome could affect the Parties, the public or others;
- (3) ensures that, if Adjudication and a final Decision are needed, the Parties will have a reasonable opportunity to participate and to have their Case decided by an independent and impartial decision maker.

2.2 These Rules should be read and understood together with the ICCRC [By-law](#) and [Regulations](#).

3. Definitions

3.1 For convenience, a glossary of terms is provided on the [ICCRC website](#).

3.2 In these Rules, capitalized words have the meanings set out in the By-Law unless they are otherwise defined below, as follows:

- (1) **“Adjudication”** means the process when the Tribunal Committee considers the evidence and arguments from the Parties and makes a decision [*ARBITRAGE*].
- (2) **“Appeal”** means an appeal that is permitted under the ICCRC By-law [*APPEL*].
- (3) **“Business Day”** means a day when the ICCRC office is open for business, and does not include Saturday, Sunday or statutory holidays [*JOUR OUVRABLE*].
- (4) **“By-law”** means the [General By-law](#) of the ICCRC [*RÈGLEMENT ADMINISTRATIF*].
- (5) **“Case Conference”** means a Case Management Conference, a Settlement Conference, or other meeting of the Parties under Rule 28 [*CONFÉRENCE PRÉPARATOIRE*].
- (6) **“Case”** means a referral or appeal as described in Rule 5 [*DOSSIER*].
- (7) **“Code”** means the [RCIC Code of Professional Ethics](#) or [RISIA Code of Ethics](#), as the context requires [*CODE*].

- (8) **“Committee Public Member”** is not an RISIA or Member of the ICCRC, is not an immediate family member of an RISIA or Member of the ICCRC, and does not have any obligation, commitment, relationship or interest that could conflict with or may be perceived to conflict with the ICCRC’s duty to regulate the immigration consulting profession and protect consumers of immigration services [*REPRÉSENTANT DU PUBLIC AU COMITÉ*].
- (9) **“Decision Panel”** means the panel of one, two or three Tribunal Members assigned by the Tribunal Committee to adjudicate and decide a Case [*JURY DE DÉCISION*].
- (10) **“Decision”** means the Order plus Reasons for that Order [*DÉCISION*].
- (11) **“Deliver”** means to provide or serve a document or thing to another person, using one of the methods in Rule 19 [*REMETTRE*].
- (12) **“ICCRC Director”** means the Director of Professional Conduct [*DIRECTEUR DU CRCIC*].
- (13) **“ICCRC”** means the Immigration Consultants of Canada Regulatory Council or the Council [*CRCIC*].
- (14) **“Mediator”** means a Tribunal Member or other person assigned by the Tribunal Committee to communicate with the Parties to try to reach a settlement of all or part of a Case [*MÉDIATEUR*].
- (15) **“Motion”** means a request by a Party for an Order from the Tribunal Committee [*REQUÊTE*].
- (16) **“Oral Adjudication”** means an oral hearing by telephone, videoconference or in-person, or a combination of these methods [*ARBITRAGE DE VIVE VOIX*].
- (17) **“Order”** means a binding order by the Tribunal Committee, with specific orders that the Parties must comply with, and this includes Procedural Orders made by persons authorized to make such Orders under these Rules [*ORDONNANCE*].
- (18) **“Party” or “Parties”** means the persons who have a right to participate in the Proceedings of the Case – this is the ICCRC as represented by the ICCRC Director of Professional Conduct, the Subject Party, and any other person permitted by the Tribunal Committee to be a Party in the Case [*PARTIE OU PARTIES*].
- (19) **“Presiding Member”** means the Tribunal Member in a Decision Panel who is designated by the Tribunal Committee to preside over the adjudication process, which may include chairing an oral hearing [*PRÉSIDENT DU JURY*].
- (20) **“Privileged”** means subject to a privilege under the law of evidence, litigation privilege, solicitor-client privilege or the professional secrecy of advocates and notaries [*PRIVILÉGIÉ*].
- (21) **“Procedural Order”** means an Order that requires one or more Parties to follow certain procedures or time deadlines; Procedural Orders may be made by a Tribunal Member

assigned to the Case, by a person assigned to conduct a Case Conference, or by the Tribunal Manager under Rule 4 [*ORDONNANCE DE PROCÉDURE*].

- (22) **“Proceeding”** means any process in the Tribunal Committee’s consideration of a Case, which may include a Case Conference, Motion Adjudication, Adjudication or other written or oral process [*PROCÉDURE*].
- (23) **“Regulation”** means a regulation of the ICCRC [*RÈGLEMENT*].
- (24) **“Representative”** means a lawyer, licensed paralegal or other person authorized under Rule 16 to represent a Party in any Proceeding at the Tribunal Committee [*REPRÉSENTANT*].
- (25) **“Subject Party”** means the RCIC or RISIA whose membership or registration, or whose firm or sole proprietorship, is the subject of regulation or enforcement by the ICCRC in the Case [*PARTIE VISÉE*].
- (26) **“Tribunal Manager”** means the person who manages the Tribunal Office, or their authorized delegate [*GESTIONNAIRE DU TRIBUNAL*].
- (27) **“Tribunal Committee”** means the Discipline Committee, Fitness to Practice Committee and Registrar Appeal Committee, and includes the Decision Panel assigned to make Decisions or Orders for a Case; these Rules do not apply to the Complaints Committee or Professional Fees Review Committee; Tribunal Committee also includes the Tribunal Manager or Tribunal Office for matters that are not adjudicative [*COMITÉ DU TRIBUNAL*].
- (28) **“Tribunal Member”** means a person appointed by the ICCRC Board of Directors to the Tribunal Committee [*MEMBRE DU TRIBUNAL*].
- (29) **“Tribunal Office”** means the Tribunal Manager and other staff of the Tribunal Office [*BUREAU DU TRIBUNAL*].

4. Tribunal Powers

- 4.1 The Tribunal Committee may make Orders to provide a focused, efficient, fair and accessible process in each Case.
- 4.2 The Tribunal Committee may decide in any Case not to apply a Rule or to change a time limit or other requirement in a Rule to ensure a focused, efficient, fair and accessible process in each Case.
- 4.3 The Tribunal Committee may make Orders without a request from a Party.
- 4.4 The Tribunal Manager or their authorized delegate may make Procedural Orders of an administrative nature rather than adjudicative nature. Procedural Orders are administrative in nature if they impose procedures or time deadlines in situations where the Tribunal Committee is not required by the law of procedural fairness to hear from the Parties and make an adjudicative decision before making that Procedural Order.

5. Types of Cases

5.1 These Rules apply to Cases before the Discipline Committee, Fitness to Practice Committee and Registrar Appeal Committee.

5.2 In a Case that the ICCRC begins against a Subject Party, the ICCRC must deliver a Notice of Referral to the Tribunal Committee and the Subject Party.

The Notice of Referral must include:

- (1) the relevant sections of the ICCRC By-law, Regulations or Codes; and
- (2) a reasonably detailed description of the Subject Party’s alleged conduct or capacity that will be considered by the Tribunal Committee.

5.3 In a Case that is an Appeal from a Registrar’s decision, the Party appealing the decision must deliver a Notice of Appeal to the Tribunal Committee and the Registrar.

The Notice of Appeal must include:

- (1) a copy of the decision being appealed; and
- (2) the reasons and grounds for the Appeal.

5.4 After receiving a Notice of Referral or Notice of Appeal, the Tribunal Committee will deliver to the Parties a Notice of Proceeding stating that the Case has begun, together with information about the process.

6. How to Participate

6.1 All Parties and their Representatives must:

- (1) participate in the way that the Tribunal Committee directs, including e-mail or other online communications, telephone conference calls, videoconferences and other methods as directed;
- (2) follow the Orders of the Tribunal Committee;
- (3) have enough information and instructions to effectively participate in the Case, and have the authority to make agreements or settle any issues;
- (4) act in good faith by being honest and not using the Tribunal Committee processes for an improper purpose; and
- (5) communicate in a way that is timely and courteous, and respectful of everyone.

7. Failure to Attend or Participate

7.1 Where the Tribunal Committee has delivered a Notice of Proceeding, Case Conference or any other Proceeding to a person, and that person fails to attend or leaves before the end of the Proceeding, the Tribunal Committee may continue with the Proceeding without that person, and that person has no right to any further notice about the Case.

8. Communications and Contact Information

- 8.1 Every Party or Representative must immediately deliver their name and contact information or any changes to their contact information to the Tribunal Committee, and to the other Parties or Representatives.
- 8.2 This contact information includes:
 - (1) name; and for Representatives, their status as a lawyer, paralegal or other permitted representative;
 - (2) a mailing address;
 - (3) a telephone number; and
 - (4) an e-mail address.

9. Language of the Case – English or French

- 9.1 The Subject Party may choose English or French as the language of the Case.
- 9.2 Any document created by the Tribunal Committee to be delivered to a Party (such as notices, correspondence, or decisions) must be in the language of the Case, unless the Party agrees that it may be in the other official language.
- 9.3 Any document created by the ICCRC that the ICCRC Director wishes to deliver to the Tribunal Committee or the other Parties, or enter into evidence, must be in the language of the Case, unless all Parties agree that it may be in the other official language.
- 9.4 If a document is not in English or French, the Party wishing to use that document in the Case must deliver it together with a certified, accurate and full translation into English or French.

10. Interpretation in Oral Proceeding

- 10.1 In an oral Proceeding conducted in-person, or by telephone or video conference, the Tribunal Committee will provide an interpreter from English to French or French to English, if that is required for any Party to participate in the official language of their choice.
- 10.2 A Party must provide a certified independent interpreter for any witness it wishes to use who will not be able to communicate adequately in the language of the Case.
- 10.3 The Tribunal Committee may make Orders that it considers necessary for a fair Adjudication, including how any interpretation or translation services will be provided.

11. Accommodation requirements under the Canadian Human Rights Act

11.1 All Parties, Representatives and witnesses who have needs or barriers related to the *Canadian Human Rights Act* have a right to equal access to the Tribunal Committee’s services. They should inform the Tribunal Committee about their needs as soon as possible.

12. Application to RISIAs

12.1 These rules shall apply with necessary modifications to RISIAs.

13. In force date

13.1 These Rules apply to all Cases before the Tribunal Committee (namely, the Discipline Committee, Fitness to Practice Committee and Registrar Appeal Committee) as of the date that these Rules come into effect, even if the Case started before these Rules came into effect.

14. Tribunal Guidelines and Practice Directions

14.1 The Tribunal Committee may issue public Tribunal Guidelines to provide guiding principles to Tribunal Members and the Tribunal Office for adjudicating and managing Cases. Tribunal Guidelines may deal with specific legal or procedural issues, or guide the Tribunal Committee’s exercise of discretion, in areas such as adjournments, penalties, costs, or other issues.

14.2 Tribunal Members continue to have adjudicative independence to deal with any Case, but it is expected that Tribunal Guidelines will be followed unless there is a good reason to not do so, which must be explained in the Tribunal Members’ reasons for decision.

14.3 The Tribunal Committee or Tribunal Manager may issue Practice Directions or similar types of documents to provide further information to the Parties and other participants about the Tribunal Committee’s procedures.

15. Time – how to calculate

15.1 The deadlines or time periods for what must be done should be expressed as an exact calendar date and time, where practical, and not a certain number of days.

15.2 If a time period expires on a day that is not a Business Day, it shall be treated as expiring at 4:30 p.m., Eastern Time, on the next day that is a Business Day.

B. REPRESENTATION

16. Party’s representative

16.1 A Party may choose to be represented, at the Party’s own cost, by:

- a) a lawyer or paralegal who is licensed and in good standing with a legal profession regulator in Canada, or any other person who is permitted by a legal profession regulator to appear before an adjudicative tribunal such as the Tribunal Committee; or
- b) an ICCRC agent or employee representing the ICCRC Director.

- 16.2 A Party or a Representative must deliver written notice to the Tribunal Committee and the other Parties or their Representatives about any new or changed Representative or any change in the Party's or Representative's contact information (mailing address, e-mail address, telephone number) as soon as possible and no later than seven days after the change.
- 16.3 A Representative may do whatever their client (the Party) may do, and a Representative must not do whatever their client is prohibited from doing, under the Code, these Rules or an Order of the Tribunal Committee.
- 16.4 The Tribunal Committee may make Orders to ensure that any hiring or change of a Representative does not cause unfair processes or unnecessary delays. Unless there are exceptional reasons, the Tribunal Committee will not change a Proceeding date or deadline because a Party has chosen a Representative who is not available or ready to participate properly for the dates or deadlines that have already been set.

C. COMMUNICATION

17. Representative

- 17.1 After a Party has delivered written notice about their Representative, the Tribunal Committee and other Parties must start delivering any documents for that Party to that Party's Representative unless that Party provides other directions.

18. Tribunal Office

- 18.1 All written communications with the Tribunal Committee in relation to a Case must be made through the Tribunal Office, as represented by the Tribunal Manager.
- 18.2 The Tribunal Office may refuse to accept any communication that is not copied to all other Parties, unless that communication is only administrative in nature, and it does not create any right for other Parties to be informed or to respond, and it does not need to be seen by the assigned Decision Panel.
- 18.3 All documents and communications between Parties or their Representatives and the Tribunal Committee must be relevant, courteous and respectful to all Parties and participants. Documents and communications that do not comply may be removed from the record of the Case and may result in an Order of costs against the Party.

D. DELIVERY OF DOCUMENTS

19. Delivery of Documents

- 19.1 The Tribunal Committee may require that documents be delivered by a certain time, and in a certain format or quality, or with limits in file size or number of files.
- 19.2 If documents are not in an acceptable format, quality, number or size, the Tribunal Committee may refuse to accept the documents and may require the Party who delivered those documents to deliver them again in an acceptable way.

- 19.3 Acceptance of documents by the Tribunal Committee does not mean they are timely or have complied with the Rules. The Tribunal Committee may reject the documents after they are filed.

20. Delivery of Paper Documents

- 20.1 Paper or written documents must be delivered by e-mail or through the Tribunal Committee’s online file sharing service unless the Tribunal Committee directs otherwise.
- 20.2 Any physical object must be delivered by:
- a) personal delivery;
 - b) regular mail;
 - c) courier; or
 - d) any other way that the Tribunal Committee directs or orders.
- 20.3 Where the Tribunal Committee or a Party delivers a paper document or physical object, that document or object is considered to be received at the following times:
- a) if personally delivered, at the time when it is handed over directly to the person;
 - b) if delivered by mail within Canada, seven business days after the postmark date on the envelope;
 - c) if delivered by courier within Canada, on the second Business Day after the day the document or object was given to the courier; or
 - d) if delivered by e-mail or fax, on the same day that it was e-mailed or faxed.

21. Delivery to a Subject Party

- 21.1 Delivery to a Subject Party or their Representative shall be deemed to be properly made if delivered to the latest mail, fax or email address of the addressee in the records of the ICCRC.

22. International Delivery

- 22.1 Physical documents and objects should not be delivered internationally by ordinary mail. In the case of international delivery, both Parties should agree on the form of delivery. If the Parties cannot agree, the Tribunal Committee will direct the Parties on the method of delivery.

23. Proof of Delivery

- 23.1 If a Party must deliver a document to another Party and to the Tribunal Committee, the Party must also deliver to the Tribunal Committee a written statement with details about how and when they delivered that document to the other Party. For any fax delivery, this should include the fax confirmation document.

E. DISCLOSURE

24. Disclosure of Details or Documents

24.1 The Tribunal Committee may order a Party to give more details, information or documents, if the Tribunal Committee considers it necessary for a better understanding of the issues in dispute. This is called “disclosure.”

25. Required Disclosure – All Parties

25.1 To ensure a fair and efficient process, each Party must disclose to the other Party any evidence that they may be relying on or using in the Case, including the names of witnesses.

25.2 If there is no Order or Notice that sets the deadlines for disclosure, the disclosure must be delivered as soon as practicable but no later than two weeks before the date of the Proceeding.

26. Exception to Disclosure – Privileged Information

26.1 Nothing in these Rules allows for any Order to require any disclosure that is contrary to law or disclosure of privileged information.

27. Failure to Disclose – Evidence May Not be Used

27.1 If a Party does not comply with the requirements for disclosure, that Party may not rely on the document or thing as evidence, or call the witness to give evidence, unless allowed by the Tribunal Committee. Evidence that is not disclosed as required under these Rules may not be introduced as evidence in a Proceeding, except with leave of the Tribunal Committee. In deciding whether to grant leave, the Tribunal Committee shall consider (a) whether the evidence could, by due diligence, have been provided earlier; (b) the relevance and importance of the evidence to the determination of the issues in the Proceeding; and (c) any other relevant matters.

F. CASE CONFERENCES, SETTLEMENTS

28. Case Conference

28.1 A Case Conference is a Case Management Conference, a Settlement Conference, or other meeting with the Parties that is not a hearing or Adjudication.

28.2 The Tribunal Committee may assign one or more persons (including a mediator) to conduct a Case Conference.

28.3 A person assigned to conduct a Case Conference has the power to make Procedural Orders. If this person is a Tribunal Committee Member, they also have the power to make any other Order.

29. Case Management Conference

29.1 The Tribunal Committee may schedule a Case Management Conference, which may consider the following:

- a) what issues, evidence or facts the Parties can settle or agree on;
- b) identifying, organizing and narrowing or simplifying the issues and evidence;
- c) possible pre-hearing Motions or other preliminary matters that should be dealt with;
- d) the deadlines for beginning or completing certain steps, including disclosure or other exchange of documents or information;
- e) the length and dates for the Adjudication or other events in the Proceeding, and how it will be conducted (which will be in writing unless directed or ordered to be by telephone, video, or in-person);
- f) requirements related to language, interpreters, or human rights accessibility accommodation;
- g) whether there should be a further Case Conference or Motion Proceeding;
- h) anything else that may help the Parties and the Tribunal Committee be ready for an Adjudication that is fair, focused and efficient.

30. Settlement Conference

- 30.1 The Tribunal Committee may schedule a Settlement Conference, which may be a separate Proceeding, or part of a Case Management Conference.
- 30.2 The purpose of a Settlement Conference is to give the Parties an opportunity to discuss the Case with a Mediator who can work with the Parties to explore ways to resolve all or part of the Case with a settlement agreement.
- 30.3 If the Parties at a Settlement Conference or Case Management Conference reach a settlement agreement on part or all of the issues, including the outcome or penalty, if any, a Tribunal Member who is presiding over the Conference may make a final Order to put the partial or full agreement into effect.
- 30.4 The final Order may include any order that is authorized under the ICCRC By-law, including imposing a penalty on the Subject Party.
- 30.5 The Tribunal Member shall approve the settlement agreement if they are satisfied that the proposed outcome or penalty, if any, falls within a range of reasonable outcomes in all the circumstances.
- 30.6 The Tribunal Member may only approve or not approve the settlement agreement. They cannot change the settlement agreement or approve only parts of it, unless the Parties agree to this.
- 30.7 If there is a settlement agreement that does not resolve all the issues, the Tribunal Member may make Orders about how the Tribunal Committee will deal with the remaining issues in the Case.

31. Tribunal Member in Settlement Conference Should Not Be Adjudicating or Deciding the Case

31.1 A Tribunal Member who is part of a panel at a Settlement Conference or at a Case Conference where the Parties attempt to settle any issues shall not be part of the Decision Panel for any Adjudication of the Case, unless all Parties agree it would be beneficial to continue with the same Tribunal Member.

32. Preparation for Case Conference

32.1 The Tribunal Committee may make Orders to the Parties to ensure that everyone is properly prepared for the Case Conference. This may include requiring the Parties to provide more disclosure of information or documents.

32.2 In a Settlement Conference, or a Case Conference where settlement is discussed, the Parties and the Tribunal Committee must have enough information and understanding of the issues to properly discuss and agree to any settlement.

32.3 After a Case Conference, the Tribunal Committee may prepare a Case Conference Summary and Order for the Parties and for the Decision Panel in the Adjudication of the Case. This Case Conference Summary and Order will:

- a) summarize the issues that the Tribunal Committee should decide at the Adjudication, and identify if any issues have been resolved;
- b) respect the confidentiality of the Parties' communications and settlement discussions; and
- c) include any Orders.

33. Confidentiality

33.1 Case Conferences are not public Proceedings. Furthermore, any discussions or communications at a Case Conference must not be disclosed or repeated in any Adjudication of the Case on the merits, unless all Parties agree, or unless it is information in a Tribunal Committee Order.

34. Other Settlement Agreements

34.1 The parties may make settlement agreements for part or all of the issues without a Case Conference. The parties must present their settlement agreement to the Tribunal Committee in writing or at a Case Conference to be scheduled. The same rules for settlement agreements at Case Conferences apply to the written process for submitting a settlement agreement.

G. MOTIONS

35. Motion – What Can be Requested

35.1 A Motion is a request by a Party for an Order from the Tribunal Committee. This Order may be a Procedural Order or interim Order, or any other Order that the Tribunal Committee has the power to make under these Rules or the ICCRC By-laws or Regulations.

36. Form of Motion

- 36.1 A Party must make its Motion in writing, but it does not have to be in the form of a Notice of Motion. The written Motion must set out the:
- a) Order that the Party is requesting from the Tribunal Committee;
 - b) brief statement of the grounds or reasons in support of the Motion, including reference to any statutory or regulatory provision, rule or case law relied on;
 - c) list of evidence in support of the Motion; and
 - d) any request for the Motion to be adjudicated by a method that is not a written process.
- 36.2 The Party must deliver its written Motion and supporting materials to all Parties and to the Tribunal Committee.
- 36.3 The Tribunal Committee will set the dates for each Party’s delivery of arguments and materials.

37. Oral Motion Hearing – Materials

- 37.1 If the Tribunal Committee allows the Motion to be heard in an Oral Adjudication, the Party must deliver the Notice and materials, no later than ten days before the Oral Adjudication, or in accordance with any other schedule that the Tribunal Committee may direct.
- 37.2 A responding Party must serve any arguments or materials it intends to rely on to all Parties and to the Tribunal Committee, no later than five days before the Oral Adjudication.

38. Motions After Adjudication Started

- 38.1 If the Motion is made after the Adjudication of the Case has started, the Decision Panel assigned to the Case should consider and decide the Motion. If the Adjudication of the Case has not started, the Tribunal Committee may assign a Motion panel of one or more Tribunal Members to consider the Motion.
- 38.2 Even after the Adjudication has started, the Tribunal Committee may assign a different Motion panel to consider a Motion if it is more practical and not unfair to do this, or if the Decision Panel directs that a different panel consider the Motion. The Motion panel may also be one or more members of the Decision Panel.
- 38.3 If a Party makes a Motion during the Adjudication, Case Conference or other Proceeding, the Decision Panel assigned to conduct that Proceeding may decide the procedure, timing and other Orders for considering the Motion.

39. Adjournments

- 39.1 A Party may make a Motion to change the date or time of the Adjudication, including any deadline or time period in a written Proceeding, and the date or time of an oral Proceeding. This is called an Adjournment Motion.
- 39.2 Before making an Adjournment Motion, the Party must ask the other Parties if they agree to the adjournment.
- 39.3 The Party’s written Adjournment Motion must include:
 - a) detailed reasons for the adjournment;
 - b) where possible, the written agreement or response of the other Parties;
 - c) the other dates, deadlines or time periods that are available and acceptable for all the Parties if the adjournment is granted; an adjournment request for an oral Proceeding should include at least three alternative dates that are within 20 days of the date of that oral Proceeding.
- 39.4 Where a Party makes an Adjournment Motion less than one week before the deadline date in a written Proceeding, or less than one week before the date of the oral Proceeding, the Tribunal Committee may not have enough time to receive a response from all Parties and also decide the Adjournment Motion.
- 39.5 For a late Adjournment Motion in a written Proceeding, all Parties should still be prepared to make their submissions or complete any other required actions as soon as possible, even without knowing if the Tribunal Committee may decide to extend the deadline date or the time period.
- 39.6 For a late Adjournment Motion in an oral Proceeding, all Parties should still be prepared to attend the oral Proceeding. If needed, the late Adjournment Motion may be heard at the beginning of the oral Proceeding, but all Parties must be ready to go ahead if the adjournment is refused.
- 39.7 The Tribunal Committee may grant an adjournment on conditions, which may include conditions on the licence or registration, or costs to a Party.

40. Rescheduling

- 40.1 Where the Tribunal Committee has scheduled an Oral Adjudication or other oral Proceeding for a date (or dates) without prior consultation with a Party, that Party may ask to change the date or time by making an administrative rescheduling request to the Tribunal Office if:
 - a) the scheduled Proceeding is not for an Urgent Motion for an interim Order for suspension or conditions;
 - b) the first scheduled date is more than two months after the administrative rescheduling request is made; and
 - c) the administrative rescheduling request is made no later than one week after the Party received notice of the date.

- 40.2 The Tribunal Office has the power to grant or refuse an administrative rescheduling request without hearing from another Party and without referring the request to a Tribunal Member or Decision Panel to decide.
- 40.3 If a Party's administrative rescheduling request is refused, the Party may make an Adjournment Motion.

H. INTERIM ORDER FOR SUSPENSION OR CONDITIONS

41. Urgent Motion by ICCRC

- 41.1 The ICCRC Director may make an Urgent Motion in writing for a Tribunal Committee Order to suspend or impose conditions on a licence or registration of the Subject Party. If no Case has begun yet, this Motion will be considered the beginning of a Case.

42. Urgent Motion to be Adjudicated and Decided Promptly

- 42.1 The Adjudication of an Urgent Motion for an interim Order for suspension or conditions shall begin no later than 21 days after a Notice of Urgent Motion has been delivered to the Subject Party, or as soon as practically possible after that.
- 42.2 The ICCRC Director's Motion materials must be delivered to the Subject Party and Tribunal no later than ten days before the Adjudication date. The Subject Party must deliver their written response no later than three days before the day of the Adjudication.
- 42.3 In adjudicating the Urgent Motion, the Tribunal Committee may suspend or impose conditions on the licence or registration of the Subject Party, if the Motion panel is satisfied that there are reasonable grounds to believe that this is necessary to protect the public interest and the public's confidence in the immigration consulting profession.
- 42.4 The Parties may agree to an interim Order to suspend or impose conditions on a licence or registration. The Tribunal Committee may make this Order without hearing further from the Parties.

I. EVIDENCE

43. Admissibility of Evidence

- 43.1 As a tribunal and not a court, the Tribunal Committee may allow and consider evidence that is relevant to the issues that the Tribunal Committee must decide in the Case, even if the evidence may not be otherwise admissible in a court. This includes the evidence or testimony of a witness even if it is not given under affirmation or sworn oath.
- 43.2 The Tribunal Committee may not admit evidence that would be inadmissible because of any privilege recognized by a court.

44. Limits on Evidence and Witnesses

44.1 The Tribunal Committee may limit the evidence or the witnesses, or the questioning of any witness, if it is satisfied that the relevant evidence needed to fairly and efficiently decide the issues in the Case has been adequately covered.

45. Agreement on Facts

45.1 The Parties should try to agree on facts and positions that are needed to decide the issues in a Case.

J. EVIDENCE – WITNESS EVIDENCE FORMS

46. Witness Evidence Form

46.1 Where the Parties cannot agree on the facts to be used to decide the Case, a Party may use a Witness Evidence Form to present the evidence that its witness would give if the witness were asked to provide written or oral testimony in the Adjudication process.

- a) One Witness Evidence Form must be used for each witness.
- b) Each point that the witness would make in their testimony must be in a separate numbered paragraph.
- c) Any documents that the witness would present at the hearing must be referred to in a separate numbered paragraph that states that the attached copy is a true copy of the document that the witness has, and states who wrote or made the document and when it was made.
- d) Only the witness’s evidence should be in the Witness Evidence Form; the Form must not include the Party’s arguments or submissions.
- e) The witness should certify the truth of their Witness Evidence Form by signing it or otherwise electronically certifying it in a manner that is acceptable to the Tribunal Committee.

47. Delivery and Response

47.1 A Party must deliver its Witness Evidence Forms to the other Parties no later than 30 days before the start of the Adjudication of the Case.

47.2 The other Party must deliver its Response to Witness Evidence Forms no later than the earliest of the following two times:

- a) 30 days after receiving the Witness Evidence Form;
- b) 15 days before the start of the Adjudication.

47.3 The Response to Witness Evidence Form must respond to each numbered paragraph by stating whether the Party:

- a) admits or denies the truth of the facts in each paragraph; or
- b) is unable to admit or deny the truth, and state the reasons why.

47.4 For each document attached to the Witness Evidence Form, the Response Form must state whether the Party accepts that the document is a true copy of the document that is described in the Witness Evidence Form. This does not mean that the Party accepts that the statements or information in the document are all true or relevant to the Case.

47.5 Where a Party has not responded under these Rules to specifically disagree with a fact or document in the Witness Evidence Form, the Tribunal Committee may accept that fact or document as true or proven.

47.6 If there are any points in the Witness Evidence Form that the other Party disagrees with, the Tribunal Committee may decide how that Party can ask questions to cross-examine the witness about those points. This may be questions and answers using e-mail, telephone, videoconference, or any other fair and practical method.

47.7 If the Tribunal Committee finds that using a Witness Evidence Form is not fair or practical, the Tribunal Committee may make Orders about:

- a) how and when the witnesses may give evidence, or answer questions; and
- b) how and when a Party may disagree with any evidence from another Party's witness.

48. Costs on Denial or Refusal to Admit

48.1 In making any decision about costs a Party must pay, the Tribunal Committee may consider if the Party acted unreasonably in responding or not responding to another Party's Witness Evidence Form.

49. Expert Witnesses

49.1 An expert witness is a person whom the Tribunal Committee decides is qualified by their education, training or experience to give their expert opinions about an issue in the Case.

49.2 An expert witness has the duty to help the Tribunal Committee in a fair and objective way, and not to be biased in favour of any Party.

49.3 A Party that wishes to rely on or refer to the evidence of an expert witness must deliver to the other Party their Expert Witness Evidence Form no later than 45 days before the start of the Adjudication of the Case. The Expert Witness Evidence Form must include:

- a) the area of expertise that the expert will provide an opinion on;
- b) the expert's education, training or experience that qualifies the expert to give expert opinion evidence;

- c) a brief description of the testimony expected from the expert witness, including a copy of any reports that they may be relying on or using in the Adjudication; and
 - d) the contact information for the expert.
- 49.4 The other Party must deliver its Response to Expert Witness Evidence Form no later than the earliest of the following two times:
- a) 15 days after receiving the Expert Witness Evidence Form;
 - b) 30 days before the start of the Adjudication.
- 49.5 The Response to Expert Witness Evidence Form must include the Party’s statement about whether it is challenging the qualifications or expertise of the expert witness, and the reasons for this.
- 49.6 A Party who does not deliver their Response to the Expert Witness Evidence Form in accordance with the Rules is considered to accept the qualifications or expertise of the other Party’s expert witness.

K. ADJUDICATION

50. Combining Cases

- 50.1 If two or more Cases involve the same Subject Party or the same or similar questions of fact, law or policy, the Tribunal Committee may make an Order to combine the Cases, and include any conditions or directions to ensure a fair process for the Parties. This Order may include combining any Adjudication or other Proceedings in the Cases, or adjudicating the separate Cases at the same time.

51. Format of Adjudication – Written

- 51.1 Unless the Tribunal Committee allows another format, a written Adjudication process will be used.
- 51.2 The Tribunal Committee’s Notice of Proceeding will give the Parties an opportunity to make a Motion to change the format of the Adjudication.
- 51.3 For urgent motions, a Party must make a request to change the format of the Adjudication within three days of receiving the Notice of Urgent Motion.
- 51.4 Where using a written Adjudication process would cause significant unfairness, and it would be fair, efficient, proportional and practical to allow an Oral Adjudication, the Tribunal Committee may change the format to an Oral Adjudication, or to any other format or combination of formats, in whole or in part.
- 51.5 Generally, there may be significant unfairness in using a written Adjudication process if a Party can show that an Oral Adjudication is the only process that can allow the Party to challenge important testimony from a witness, because the witness must be questioned in a manner that

allows the Party to challenge the witness’s answers in a live Proceeding by using a series of immediate follow-up questions and answers.

L. PUBLIC PROCEEDINGS

52. Oral Adjudication is public

- 52.1 The public may attend an Oral Adjudication (this does not include Case Conferences), subject to any Orders from the Tribunal Committee.
- 52.2 The Tribunal Committee may make Orders to protect privacy or confidentiality, if
 - a) there may be disclosure of matters involving public security, or financial, personal or other private matters such as minors, sexual assault complainants and clients of the Subject Party; and
 - b) these privacy and confidentiality concerns, in the Tribunal Committee’s discretion, outweigh the public interest in having open hearings and public adjudicative processes.
- 52.3 The Tribunal Committee may make these privacy Orders after a request from a Party or on its own initiative.

53. Recording or transcript

- 53.1 The Tribunal Committee will record an Oral Adjudication by way of an electronic recording or a written transcript.
- 53.2 A Party may ask for a copy of the electronic recording of the Oral Adjudication, or arrange for a written transcript of the recording, which will require the Party to pay fees to the Tribunal Committee’s transcriptionist.
- 53.3 Unless the Tribunal Committee allows it, no one may record any part of an Oral Adjudication, and no one may broadcast a recording of any part of an Oral Adjudication.

M. CONSTITUTIONAL QUESTIONS

54. Notice of constitutional question

- 54.1 A Party must deliver a notice of constitutional question to the Attorney General of Canada, the Attorney General of the relevant Province or Territory, and to the Tribunal Committee and all other Parties, in accordance with the relevant provincial or federal legislation, if the Party wishes to:
 - a) question the constitutional validity of any law; or
 - b) claim a remedy under section 24(1) of the *Canadian Charter of Rights and Freedoms* in relation to an act or omission of the Government of Canada or of a Province or Territory.

N. DECISION OF THE TRIBUNAL COMMITTEE

55. Decision Panel

- 55.1 The Tribunal Committee Chair or the Chair’s delegate may assign a Decision Panel of up to three Tribunal Members to adjudicate and decide a Case, and designate a Member as the Presiding Member.
- 55.2 Where possible, the Decision Panel shall have at least one Tribunal Member who is a Committee Public Member and at least one Tribunal Member who is an RCIC or RISIA in good standing with the ICCRC.
- 55.3 The Tribunal Committee’s Decision in a Case is the decision of the majority of the Decision Panel assigned to decide that Case. Where there is a Decision Panel of two Tribunal Members and the two Tribunal Members cannot agree on a decision, the decision of the Decision Panel will be the decision of the Tribunal Member designated as the Presiding Member of the Decision Panel.
- 55.4 If the appointment of a Tribunal Member who has participated in an Adjudication ends before a Decision is released, that appointment shall be deemed to continue for the purpose of finishing the Adjudication and Decision.
- 55.5 If a Tribunal Member on the Decision Panel becomes unable, for any reason, to complete the Adjudication or Decision, the remaining Tribunal Member or Tribunal Members in the Decision Panel may complete the Adjudication and make the Decision.
- 55.6 The Decision Panel may make a final Decision about the outcome of a Case, such as a finding of misconduct or the penalty for the offence, that the Tribunal Committee is authorized to make under the ICCRC By-law.

O. COSTS

56. Orders regarding costs

- 56.1 The Tribunal Committee may order that a Party pay costs, for the reasons stated in the ICCRC By-law.
- 56.2 The Tribunal Committee may make Orders about when or how a Party may ask for costs. Unless the Tribunal Committee allows otherwise, a Party may not ask for costs after the final Decision on the Case has been released.

P. AFTER THE DECISION

57. Correcting and Clarifying Orders and Decisions

- 57.1 The Tribunal Committee may at any time correct a typographical error, a calculation error, or similar error in its Order or Decision.
- 57.2 The Tribunal Committee may at any time make minor changes to an Order or Decision to clarify wording that is unclear or incorrectly stated.

57.3 A Party may ask for this kind of minor correction or clarification. The Party must deliver their written request to the Tribunal Committee and the other Parties no later than 30 days after receiving the Order or Decision.

58. Setting Aside or Varying Orders

58.1 A Party may bring a Motion to set aside or vary an order obtained by fraud immediately after the Party is made aware of the fraud, by delivering its Motion and materials on all other Parties and the Tribunal Committee.

58.2 On a Motion under Rule 58.1, the Tribunal Committee may set aside or vary the order on such terms as are just.