

<b>POSITION TITLE:</b>	Dispute Resolution Officer (Applied Leadership)	<b>POSITION NUMBER(S):</b>	various
<b>DIVISION:</b> (e.g., Division, Region, Department)	Office of Housing and Construction Standards		
<b>UNIT:</b> (e.g., Branch, Area, District)	Residential Tenancy Branch	<b>LOCATION:</b>	Victoria, Burnaby, Kelowna
<b>SUPERVISOR'S TITLE:</b>	Team Leader, Dispute Resolution	<b>POSITION NUMBER</b>	
<b>SUPERVISOR'S CLASSIFICATION:</b>	Applied Leadership	<b>PHONE NUMBER:</b>	

#### **PROGRAM**

The Residential Tenancy Branch is part of the Office of Housing and Construction Standards in the Ministry of Energy and Mines and Minister Responsible for Housing. The Branch promotes successful tenancies by providing high quality plain language information to landlords and tenants about their rights and responsibilities and by delivering timely, neutral dispute resolution services to landlords and tenants.

#### **PURPOSE OF POSITION**

The dispute resolution officer is responsible for providing landlords and tenants with an orderly, timely and effective dispute resolution process. This position conducts hearings in a courteous, respectful and effective manner and provides clear, concise and well-reasoned written decisions within established time limits. The position may also encourage settlements between landlords and tenants.

#### **NATURE OF WORK AND POSITION LINKS**

Reporting to the Team Lead, Dispute Resolution, the dispute resolution officer works in a dynamic and often highly volatile environment and must use a high level of discretion and judgment. In all cases, the dispute resolution officer must remain neutral throughout the hearing process.

The work requires independent decision making combined with the ability to diffuse volatile situations and deal effectively with emotionally charged individuals while focusing on fair outcomes. The dispute resolution officer works in a high volume, demanding and fast-paced environment and must be able to respond promptly to changing priorities and deadlines.

Key Links include:

**Director of Operations and Dispute Resolution Team Lead** – to set priorities and discuss dispute resolution service delivery and administration

#### **SPECIFIC ACCOUNTABILITIES / DELIVERABLES**

**Exercises delegated authority from the Director of the Residential Tenancy Branch and is responsible for providing dispute resolution services by**

- Conducting hearings to resolve disputes between landlords and tenants at in-person, teleconference or written hearings; ensuring administrative policy and rules of administrative fairness are upheld in dispute resolution processes.
- Ensuring that dispute resolution hearings are conducted in accordance with the legislation, Rules of Procedure, principles of natural justice and the common law, and independently making decisions regarding residential tenancy issues, including requests for orders of possession, claims for compensation, claims against security deposits, counterclaims and various disputes about terms and conditions of tenancy agreements.

- Interpreting and applying the legislation and landlord and tenant common law to deliver high quality, timely and effective dispute resolution services.
- Reviewing and analyzing facts and evidence, assessing the relevance and credibility of witnesses and making final and binding decisions that are consistent with the legislation and common law.
- Preparing clear, concise and well-reasoned written orders and decisions consistent with relevant residential tenancy law; uploading decisions and orders to the RTB Case Management System, recording hearing time and other statistical data, and ensuring files are closed appropriately.

#### FINANCIAL RESPONSIBILITY

None

#### **DIRECT SUPERVISION (i.e., responsibility for signing the employee appraisal form)**

Role	# of Regular FTE's	# of Auxiliary FTE's
Directly supervises staff		0
Supervises staff through subordinate supervisors		

#### **PROJECT /TEAM LEADERSHIP OR TRAINING (Check the appropriate boxes)**

Role	# of FTE's	Role	# of FTE's
Supervises students or volunteers <input type="checkbox"/>		Provides formal training to other staff <input type="checkbox"/>	
Lead project teams <input type="checkbox"/>		Assigns, monitors and examines the work of staff	

#### TOOLS / EQUIPMENT

Must use standard office equipment and software.

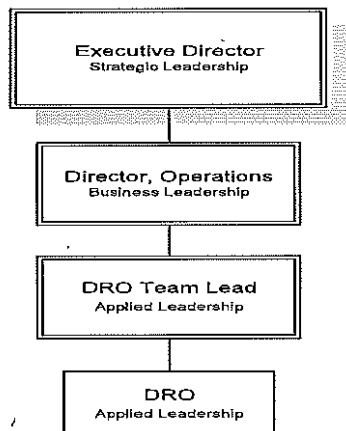
#### WORKING CONDITIONS

Occasional travel is required.

May work with angry or distressed clients.

#### **Organization Chart:**

#### **Residential Tenancy Branch DISPUTE RESOLUTION SERVICES**



## **SELECTION CRITERIA**

### **Education and Related Experience**

A minimum of five years experience (preference may be given to applicants with experience within the last 10 years) making independent and final decisions based on fact and law, or an equivalent combination of experience and training.

Demonstrated experience in the interpretation and application of legislation, policies, procedures and other directives

Demonstrated experience in exercising independent judgement and using own initiative in making decisions

Demonstrated experience in using effective verbal and written communication skills and active listening skills

Preference may be given to applicants with demonstrated experience dealing with contested applications

### **Skills and Abilities**

Ability to apply the theories and principles of administrative law, rules of evidence, common law, contract law and administrative fairness/natural justice

Ability to diffuse volatile situations with difficult, upset and often irate clients while focusing on fair outcomes

Ability to gather and secure relevant information using effective listening skills

Ability to work both independently and in a team setting

Ability to effectively organize a heavy workload

Ability to effectively meet tight deadlines

### **Competencies:**

**Teamwork and Cooperation:** requires the ability to work cooperatively with all levels of staff and diverse work groups across the organization to achieve group and organizational goals.

**Service Orientation:** requires understanding the services needs of a client/customer who may include the public, colleagues, partners, co-workers, peers, branches, ministries and other government organizations and agencies and actively focus anticipating, meeting and exceeding their needs in a timely and appropriate manner.

**Results Focus:** requires taking action to achieve challenging goals or high standards. It is focusing on the desired outcomes, setting challenging goals and taking action to meet or exceed them.

**Analytical Thinking:** requires the ability to analyze a situation, identify key issues/deficiencies, determine the problem and resolve the issue in a decisive manner.

**Self Confidence:** requires the belief in one's own capability to accomplish a task and select an effective approach to a task or program. This includes confidence in one's ability as expressed in increasingly challenging circumstances and confidence in one's decision or opinion.

**Listening, Understanding and Responding** – requires the ability to accurately listen and understand, and then respond appropriately when interacting with individuals and groups.

**Flexibility:** requires the ability and willingness to adapt to and work effectively with a variety of diverse situations and diverse individuals or groups.

**Problem Solving/Judgement** – requires the ability to analyze problems systematically, organize information, identify key factors, identify underlying causes and generate solutions.

### **Willingness Statements:**

- Occasional travel is required
- May work with angry or distressed clients.

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

Ministry Contract No.: \_\_\_\_\_  
Requisition No.: \_\_\_\_\_  
Solicitation No.(if applicable): RFQ #3644  
Commodity Code: \_\_\_\_\_

### **Contractor Information**

Supplier Name: \_\_\_\_\_  
Supplier No.: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Website: \_\_\_\_\_

### **Financial Information**

Client: 010  
Responsibility Centre: 15103  
Service Line: 10440  
STOB: 6003/6004  
Project: 1500000

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**SCHEDULE A – SERVICES**

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
- Part 5 - Payments Due

**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

@LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the "Contractor") with the following specified address and fax number:

@ADDRESS

@POSTAL CODE

@FAX NUMBER

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by \_\_\_\_\_ (the "Province") with the following specified address and fax number:

@ADDRESS

@POSTAL CODE

@FAX NUMBER

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.



#### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

#### Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

#### Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

#### Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

#### Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

#### Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

#### Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

#### Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

### 3 PAYMENT

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

#### Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

#### Refunds of taxes

- 3.8 The Contractor must:
  - (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
  - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

#### 4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

#### 5 PRIVACY, SECURITY AND CONFIDENTIALITY

##### Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

##### Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

##### Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

#### Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

#### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

### **6 MATERIAL AND INTELLECTUAL PROPERTY**

#### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

#### Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

#### Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
  - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

### **7 RECORDS AND REPORTS**

#### Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

#### Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

### 8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

### 9 INDEMNITY AND INSURANCE

#### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

#### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

#### Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

#### Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

### Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

### Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

#### Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

### Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.



#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

#### Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
  - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

#### Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

#### Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

#### Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

#### Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

## Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## 14 INTERPRETATION

### 14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

## 15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p>  <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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## Schedule A – Services

*[Instructions are red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in black font. Examples of contract language are "quoted," remove quotation marks prior to use.]*

*[A form of Schedule A must always be attached to the General Service Agreement.]*

### PART 1. TERM:

1. Subject to section 2 of this Part 1, *[delete if no extension option to be provided for in 2]* The term of this Agreement commences on \_\_\_\_\_ and ends on \_\_\_\_\_.
2. *[Specify any option to extend the term here or delete.]*

### PART 2. SERVICES:

*[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]*

#### Outputs

*[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: "The Contractor must..."]*

#### Inputs

*[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]*

#### Outcomes

*[Expected results flowing from the contracted services.]*

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

*[Insert a list of outcomes here or insert "See attached Outcomes" here and attach list of outcomes in separate document labeled "Outcomes" attached at the end of this Schedule.]*

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

#### Reporting requirements

*[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]*

### PART 3. RELATED DOCUMENTATION:

*[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]*

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

*[If physically attaching documentation use the following section 2.]*

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: NOT APPLICABLE

Appendix 4 – *[specify]*

ATTACHED: NOT APPLICABLE

*[If incorporating documents by reference use the following section 2.]*

2. The following documentation is incorporated by reference into this Schedule A:  
*[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]*

**PART 4. KEY PERSONNEL:**

*[If no Key Personnel state "not applicable" but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]*

1. The Key Personnel of the Contractor are as follows:

(a)

(b)

(c)

## Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the GSA.]

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$\_\_\_\_\_ is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES: [Choose one or a combination of the following and delete the rest.]

#### Daily Rate

**Fees:** at a rate of \$\_\_\_\_\_ per day (based on a day of \_\_\_\_\_ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

#### Hourly Rate

**Fees:** at a rate of \$\_\_\_\_\_ per hour for those hours during the Term when the Contractor provides the Services.

#### Rate per Unit/Deliverable

**Fees:** at a rate of \$\_\_\_\_\_ for each [unit/deliverable] provided by the Contractor as Services during the Term up to \_\_\_\_\_ [units/deliverables].

#### Flat Rate

**Fees:** \$\_\_\_\_\_ for performing the Services during the Term.

### 3. EXPENSES:

**Expenses:** [If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]

- a. travel, accommodation and meal expenses for travel greater than \_\_\_\_\_ [insert "32 kilometers" or other agreed distance] away from \_\_\_\_\_ [insert place in which Contractor is located or other agreed location] on the same basis as the Province pays its \_\_\_\_\_ [insert "Group I" or "Group II" or ? to complete this paragraph] employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. [Describe here if any other type of expense to be permitted.]

excluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above [change to "(a) and (b) above" if (c) is to be deleted above] to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### 4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for [insert description of billing period here- see examples below] (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

*[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]*

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of  
*[Choose one of the following:*  
*For Daily Rate situations*  
- "all hours worked on each day during the Billing Period";  
*For Hourly Rate situations*  
- "all hours worked during the Billing Period";  
*For Rate per Unit/Deliverable situations*  
- "all (units/deliverables) provided during the Billing Period"]  
for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

*[If flat rate, use the following section 4.]*

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

## **5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.



### **Schedule C – Approved Subcontractor(s)**

*[Approving subcontractors using Schedule C is optional.]*

*If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.*

*If not, then insert "Not applicable." under the "Schedule C – Approved Subcontractor(s)" heading above.*

*All bracketed instructions must be deleted.]*

## Schedule D – Insurance

*[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]*

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause;
  - (b) *[To determine which, if any, additional types of insurance should be included in this section 1(b) contact your Ministry's procurement specialist or Risk Management Branch. Then insert requirements for other types of insurance determined to be applicable. Sample clauses for additional types of insurance are set out at:*  
  
*<http://gwww.fin.gov.bc.ca/gws/pt/rmb/coiover.stm>*  
  
*OR contact Risk Management Branch for customized language. If requiring additional insurance in this paragraph (b), replace "." at the end of paragraph (a) and substitute "; and". If not requiring additional insurance, delete "(b)".]*
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## Schedule E – Privacy Protection Schedule

[Schedule E must be used without modification (except for inserting or deleting the information contemplated by the instructions below) subject to the following:

- Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the Freedom of Information and Protection of Privacy Act) or, if it does involve personal information, the Province will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable." under the "Schedule E – Privacy Protection Schedule" heading above.
- A alternative version of Schedule E may only be used if authorized by Knowledge and Information Services, Ministry of Citizens' Services under the circumstances described at:  
[http://www.cio.gov.bc.ca/cio/priv\\_leg/foippa/contracting/ppsindex.page](http://www.cio.gov.bc.ca/cio/priv_leg/foippa/contracting/ppsindex.page)

All bracketed instructions must be deleted.]

### Definitions

1. In this Schedule,
  - (a) "access" means disclosure by the provision of access;
  - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
  - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- (a) the purpose for collecting it;
- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

#### **Accuracy of personal information**

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

#### **Requests for access to personal information**

- 7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

- 8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
- 9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
- 10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- 11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

- 12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

- 13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

- 14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

### **Use of personal information**

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

### **Disclosure of personal information**

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

### **Notice of foreign demands for disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

### **Notice of unauthorized disclosure**

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

### **Inspection of personal information**

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

### **Compliance with the Act and directions**

21. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

#### **Notice of non-compliance**

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

#### **Termination of Agreement**

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

#### **Schedule F – Additional Terms**

*[Adding additional terms using Schedule F is optional.*

*If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.*

*If not, then insert "Not applicable." under the "Schedule F – Additional Terms" heading above.*

*All bracketed instructions must be deleted.]*

## Schedule G – Security Schedule

*[Unless your Ministry's legal counsel otherwise approves, Schedule G and Appendix G1 must be used without modification if their use is required by the "Instructions for using the Security Schedule" at:*

*www.pss.gov.bc.ca/psb/gsa/schedule\_g\_procedures.doc*

*If Schedule G is not applicable, then delete all of the Schedule and Appendix G1 and insert "Not applicable." under the "Schedule G – Security Schedule" heading above.*

*All bracketed instructions must be deleted.]*

### Definitions

1. In this Schedule,
  - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
  - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
  - (c) "Information" means information
    - (i) in the Material, or
    - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
  - (d) "Record" means a "record" as defined in the *Interpretation Act*;
  - (e) "Sensitive Information" means
    - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
    - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
  - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
    - (i) the Contractor or a subcontractor if an individual, or
    - (ii) an employee or volunteer of the Contractor or of a subcontractor.

### Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

### Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality



agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

#### **Services Worker security screening**

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

#### **Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### **Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Contractor
    - (i) being used by the Contractor to provide the Services, or
    - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

#### **Sensitive Information access control**

9. The Contractor must:
  - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
  - (b) comply with the information access control requirements set out in Appendix G3, if attached.

### **Integrity of Information**

**10. The Contractor must:**

- (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
- (b) comply with the information integrity requirements set out in Appendix G4, if attached.

**11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:**

- (a) remained as complete as when it was acquired or accessed by the Contractor; and
- (b) not been altered in any material respect.

### **Documentation of changes to processes**

**12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.**

### **Notice of security breaches**

**13. If Contractor becomes aware that:**

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

### **Review of security breaches**

**14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.**

### **Retention of Records**

**15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.**

### **Storage of Records**

**16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.**

## **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or
- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

## **Termination of Agreement**

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

## **Interpretation**

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

### Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"><li>• B.C. driver's licence or learner's licence (must have photo)</li><li>• B.C. Identification (BCID) card</li></ul> <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"><li>• Canadian birth certificate</li></ul> <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"><li>• Canadian Citizenship Card</li><li>• Permanent Resident Card</li><li>• Canadian Record of Landing/Canadian Immigration Identification Record</li></ul>	<ul style="list-style-type: none"><li>• School ID card (student card)</li><li>• Bank card (only if holder's name is on card)</li><li>• Credit card (only if holder's name is on card)</li><li>• Passport</li><li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li><li>• Canadian or U.S. driver's licence</li><li>• Naturalization certificate</li><li>• Canadian Forces identification</li><li>• Police identification</li><li>• Foreign Affairs Canada or consular identification</li><li>• Vehicle registration (only if owner's signature is shown)</li><li>• Picture employee ID card</li><li>• Firearms Acquisition Certificate</li><li>• Social Insurance Card (only if has signature strip)</li><li>• B.C. CareCard</li><li>• Native Status Card</li><li>• Parole Certificate ID</li><li>• Correctional Service Conditional Release Card</li></ul>

\*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

### Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

### Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

### Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

## Interview Schedule Request Form

*Please submit this form at least 5 business days prior to your anticipated interview date*

<b>Requisition #</b>		
<b>Position Title, Location</b>		
<b>Hiring Manager</b>		
<b>Applicants to invite</b> (Please include contact information, or attach Questionnaire report/SOA & Screening report)		
<b>Interview format</b>	<b>Oral:</b>	<b>Written:</b>
<b>Date(s)</b>		
<b>Time slots</b>		
<b>Alternate date?</b>		
<b>Location of interview</b>		
<b>Travel expenses covered?</b>	<b>Internal:</b>	<b>External:</b>
<b>Distance interview preferred format</b>		
<b>What time should applicants arrive?</b>		
<b>Who does the applicant report to upon arrival</b> (Contact name and number)		
<b>Special instructions for candidates</b> (documents required, how to prepare)		
<b>Interview questions to be sent out ahead of the interview? If so, how far in advance?</b>		
<b>Note to Hiring Manager:</b> Please ensure that you have attached all documents and files that you wish to have forwarded to applicants.		

**From:** Johal, Mindy PSA:EX  
**To:** Martiniuk, Daryn OHCS:EX;  
**cc:** Miller, Kandis OHCS:EX;  
**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire  
**Date:** Monday, August 20, 2012 10:52:30 AM  
**Attachments:** 12548\_15979\_DRO\_Job\_description\_Revised\_August\_09\_12[1].docx

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Ok here is the final posting and I have amended the job description to reflect the changes in the posting

I will post open today and close on September 9, 2012 at midnight and can be extended if there is not a sufficient pool of qualified applicants.

**Dispute Resolution Officer**

**Salary up to \$76,743 annually**

**This opportunity is geographically restricted to Burnaby, BC**

**Bring your judicial experience to this role where your binding decisions provide fair outcomes for landlords and tenants**

The Residential Tenancy Branch provides dispute resolution services to landlords and tenants. You will provide clear, concise and well-reasoned written decisions for the hearings you conduct in order to bring about timely and effective dispute resolution. In addition to an accurate interpretation and application of legislation, policies, procedures and other directives, your judgements will reflect your ability to apply the theories and principles of administrative law, rules of evidence, common law, contract law and administrative fairness/natural justice.

As a high-level decision maker, you will make critical decisions which can be both difficult and demanding on many levels. Using your stellar communication and listening abilities, and by conducting your hearings in a courteous, respectful and effective manner, you are easily able to diffuse volatile or emotional situations while remaining neutral.

**HOW TO APPLY:**

Do not submit a cover letter with your application as it will not be reviewed. Please ensure your resume has all the information applicable to this competition.

For complete details on this opportunity, please review the attached job profile. Applications may be considered for other similar current and future vacancies, including permanent and/or temporary positions in Burnaby. An eligibility list may be established. A criminal record check will be required.

As part of the application process you will be prompted to fill out a questionnaire which must be completed in order for your application to be considered. You will not be able to go back at a later time to complete the questionnaire so please allot up to 20 minutes to fill it out after submitting your resume.

Shortlisted candidates from the Questionnaire will be invited to participate in a written exercise where you will be required to substantiate the experience you have identified in the questionnaire. Candidates must refer to experiences listed in their resumes; the hiring panel will be referring to your resumes to validate the experience listed.

If you are interested in this position and you plan on applying, please visit the [Frequently Asked Questions](#) page for tips on creating or updating your profile, searching for job opportunities and applying to postings.

Only applications submitted using the BC Public Service Recruitment System on this website will be accepted.

The BC Public Service is committed to diversity and inclusion in our workplace. As part of that commitment, we welcome and support diverse talents throughout our organization. For more information on how diversity works in the BC Public Service, please visit our [diversity](#) page.

*I certify that all information submitted is true, complete and correct. I understand that any information provided by me in my application, any assessment documents or processes and/or an interview that is found to be false or misrepresented in any respect, may eliminate me from further consideration for employment or may result in my dismissal.*

Job Qualifications:

**To be considered for this position your resume must clearly demonstrate that you have the following:**

- A minimum of five years experience (preference may be given to applicants with experience within the last 10 years) making independent and final decisions based on fact and law, or an equivalent combination of experience and training.
- Demonstrated experience in the interpretation and application of legislation, policies, procedures and other directives.
- Demonstrated experience in exercising independent judgement and using own initiative in making decisions.
- Demonstrated experience in using effective verbal and written communication skills and active listening skills.
- Preference may be given to applicants with demonstrated experience dealing with contested applications.

**Applicants who move forward in the process may be assessed on the criteria on the job description including:**

- Ability to apply the theories and principles of administrative law, rules of evidence, common law, contract law and administrative fairness/natural justice.
- Ability to diffuse volatile situations with difficult, upset and often irate clients while focusing on fair outcomes.
- Ability to gather and secure relevant information using effective listening skills.
- Ability to work both independently and in a team setting.
- Ability to effectively organize a heavy workload.
- Ability to effectively meet tight deadlines.

**Competencies:**

- Teamwork and Cooperation
- Service Orientation
- Results Focus
- Analytical Thinking
- Self Confidence
- Listening, Understanding and Responding
- Flexibility
- Problem Solving/Judgement

**Willingness Statements:**

- Occasional travel is required
- May work with angry or distressed clients.

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**From:** Martiniuk, Daryn OHCS:EX  
**Sent:** Mon, August 20, 2012 10:31 AM  
**To:** Johal, Mindy PSA:EX  
**Cc:** Miller, Kandis OHCS:EX  
**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Hi Mindy – Kandis has recommended to me that we move fwd the language presently in the add and I support that assessment.

Cheers,

D

---

**From:** Johal, Mindy PSA:EX  
**Sent:** Thursday, August 16, 2012 11:07 AM  
**To:** Miller, Kandis OHCS:EX; Martiniuk, Daryn OHCS:EX



**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Ok , thanks

---

**From:** Miller, Kandis OHCS:EX

**Sent:** Thu, August 16, 2012 11:06 AM

**To:** Johal, Mindy PSA:EX; Martiniuk, Daryn OHCS:EX

**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Thanks for checking into this, Mindy.  
final answer then.

S22

and we can give you a

**Kandis Miller**

Dispute Resolution Officer/Team Lead  
Residential Tenancy Branch

---

**From:** Johal, Mindy PSA:EX

**Sent:** Thursday, August 16, 2012 11:05 AM

**To:** Martiniuk, Daryn OHCS:EX

**Cc:** Miller, Kandis OHCS:EX

**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

I checked with my Team Lead as well as the team of Recruitment Consultants and based on past practice we have never put anything (clarification) in the posting about the geo restriction. As well this has never been an issue since both external and internal applicants apply regardless of the geo restriction.

As well if information is but in the posting internal applicants may ask why the opportunity is open to external and only internal applicants in Burnaby can apply.

One of the criteria for the geo restriction to Burnaby is that there is a sufficient pool of internal applicants in location; therefore it is not recommended to put in any other information.

Or the alternatively is to take out the geo restriction?

We can discuss further if you wish?

**Mindy Johal, Recruitment Consultant**

Talent Management | Hiring Centre | BC Public Service Agency

Suite 100 – 940 Blanshard Street

Victoria BC V8W 2H3

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*The Hiring Centre is committed to responding to you within 24 hours.*

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**From:** Johal, Mindy PSA:EX

**Sent:** Wed, August 15, 2012 8:08 AM

**To:** Martiniuk, Daryn OHCS:EX

**Cc:** Miller, Kandis OHCS:EX

**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Hi Daryn/Kandis, yes I will check and get back to you.

Mindy

---

**From:** Martiniuk, Daryn OHCS:EX

**Sent:** Tue, August 14, 2012 8:22 PM

**To:** Johal, Mindy PSA:EX

**Cc:** Miller, Kandis OHCS:EX

**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Hi Mindy – can you please run this past the policy folks (if it's Lucy, please tell her hi from me) for a quick opinion?

Thx

D

---

**From:** Johal, Mindy PSA:EX  
**Sent:** Tue, August 14, 2012 2:42 PM  
**To:** Martiniuk, Daryn OHCS:EX  
**Cc:** Miller, Kandis OHCS:EX  
**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Hi Daryn this comes up often and external applicants that apply are not screened out – typically external and internal applicants applicant apply regardless of the restriction.

We double check the employee applicants to see if they meet the criteria as well as the external applicants (if they answer no then the response does not knock the out of the process and only the other responses)

Typically we do not add any information – but can ask the policy section if there is wording that can be added .

Mindy

---

**From:** Martiniuk, Daryn OHCS:EX  
**Sent:** Tue, August 14, 2012 2:06 PM  
**To:** Johal, Mindy PSA:EX  
**Cc:** Miller, Kandis OHCS:EX  
**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Mindy – we're concerned that the specificity of the geo-restriction statements may deter qualified candidates who do not work for government from applying. I tried to find information on the FAQs, however I could not see anything – has this come up before? Is there something we could add to the posting to address this?

Daryn

---

**From:** Johal, Mindy PSA:EX  
**Sent:** Tuesday, August 14, 2012 12:16 PM  
**To:** Martiniuk, Daryn OHCS:EX  
**Cc:** Miller, Kandis OHCS:EX  
**Subject:** RE: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Hi Daryn/Kandis, there are exceptions to the 32 KM (this is only applicant to employees (auxiliary/regular employees) and not to external applicants.

Therefore, if an employee applicant is residing in Port Moody and works in Burnaby they would be eligible for the opportunity as they already commute in and no relocation would be paid. Need to be caution or you may have to pay relocation costs if the successful applicant is an employee outside of the 32KM – we will review each employee applicant's response to this question.

Applicant Eligibility on Geographically Restricted Competitions (more information below)

Competitions with a geographic restriction are restricted to applicants whose headquarters or residence is within a radius of 32 km of the position location. For example, on a competition geographically restricted to applicants in Victoria:

- an employee residing and working in Duncan is **not** eligible;
- an employee residing in Duncan but working in Victoria **is** eligible. It is important to note in this example, an employee would not be entitled to relocation expenses;
- an employee residing in Victoria but working in Duncan, **is** eligible.

Also, I have a question about the contested hearing wording – do we have to say that preference will be given to applicants who demonstrate experience adjudicating/ mediating contested applications or is dealing with sufficient?

Since it is in the posting and the job description do not have to but your decision?

Mindy

---

Geographical restrictions

This authority is delegated, in accordance with the *Public Service Act*, Section 8(4)(d), from the Head of the BC Public Service Agency to the deputy minister or assistant deputy minister **only**. Hiring managers need to obtain approval from the appropriate authority within their ministry.

### What to Consider Before Geographically Restricting a Competition

With the appropriate approval from the deputy minister or assistant deputy minister, competitions can be restricted to internal applicants whose headquarters or residence is 32 km of the posted location. Criteria that needs to be considered before geographically restricting a competition includes:

- the potential of finding qualified applicants within the restricted geographic location is high;
- similar job opportunities occur commonly throughout the province (so that by restricting to a geographic location, career paths for employees in other part of the province are not blocked); **and**
- it is substantially more time and cost effective (a geographic restriction may assist with a workforce adjustment situation).

### Applicant Eligibility on Geographically Restricted Competitions

Competitions with a geographic restriction are restricted to applicants whose headquarters or residence is within a radius of 32 km of the position location. For example, on a competition geographically restricted to applicants in Victoria:

- an employee residing and working in Duncan is **not** eligible;
- an employee residing in Duncan but working in Victoria is eligible. It is important to note in this example, an employee would not be entitled to relocation expenses;
- an employee residing in Victoria but working in Duncan, is eligible.

### Externally Posted Competitions with a Geographic Restriction

Externally posted competitions that indicate a geographic restriction can only be restricted to **internal** applicants. An Agreement on Internal Trade between the provinces and the federal government prevents the use of residency requirements to restrict access to employment. This limits worker mobility across jurisdictions and is in contravention of the Agreement. However, geographic restrictions on existing BC public service employees are not in contravention of the Agreement.

### Consideration of Applicants Not Within the Geographically Restricted Location

Some internal applicants not within the geographically restricted location have indicated a

willingness to pay their own relocation expenses. The collective agreement and Terms and Conditions of employment for excluded employees, provides regular and eligible auxiliary employees relocation expenses upon winning a competition in another geographic location. (See Article 27.16 of the Master Agreement and Terms and Conditions of Employment for Excluded Employees, Schedule 5.) Applications should not be accepted from employees outside the stated geographic location even if willing to pay their own relocation expenses. We cannot deny employees their rights under the collective agreement or terms and conditions of employment or make deals which fall outside collective agreement provisions.

#### Hiring Process for Competitions with a Geographic Restriction

A restricted competition requires a full competition process. The restriction should not be so limited as to not be genuine competition. Restricted competitions remain subject to audit or review by the Merit Commissioner and need to be seen as merit-based, fair, reasonable and transparent.

---

**From:** Martiniuk, Daryn OHCS:EX  
**Sent:** Tue, August 14, 2012 12:00 PM  
**To:** Johal, Mindy PSA:EX  
**Cc:** Miller, Kandis OHCS:EX  
**Subject:** FW: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Hi Mindy – I share Kandis' concerns; is there other wording that can be used that encompasses someone from within the lower mainland?

Also, I have a question about the contested hearing wording – do we have to say that preference will be given to applicants who demonstrate experience adjudicating/ mediating contested applications or is dealing with sufficient?

Thanks,

Daryn

---

**From:** Miller, Kandis OHCS:EX  
**Sent:** Tuesday, August 14, 2012 11:29 AM  
**To:** Martiniuk, Daryn OHCS:EX  
**Subject:** FW: REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Daryn, this looks great to me, but the one concern I have is that it's restricted to people who live within 32 km of Burnaby. This eliminates anyone who lives in, for example, south Surrey. It seems a bit restrictive ...

**Kandis Miller**

Dispute Resolution Officer/Team Lead  
Residential Tenancy Branch

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**From:** Johal, Mindy PSA:EX

**Sent:** Tuesday, August 14, 2012 11:11 AM

**To:** Martiniuk, Daryn OHCS:EX

**Cc:** Miller, Kandis OHCS:EX

**Subject:** REQ 12548 - Dispute Resolution Officer - Applied Leadership - revised posting & pre-screen questionnaire

Hi Daryn/Kandis, attached is the revised posting and pre-screen questionnaire, please make any edits you wish.

As for the pre-screen question – question # 6 – since it does not matter if an applicant has a bachelor's degree or possesses an active certification/ license in mediation or arbitration from an accredited institution – I suggest the points be removed ?

Working on amending the job description to match the posting i.e. experience and willingness statement

**Mindy Johal, Recruitment Consultant << File: Dispute Resolution Officerrevsied.docx >>**

Talent Management | Hiring Centre | BC Public Service Agency

Suite 100 – 940 Blanshard Street

Victoria BC V8W 2H3

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***The Hiring Centre is committed to responding to you within 24 hours.***

**From:** [MYHR PSA:EX](#)  
**To:** [Martiniuk, Daryn OHCS:EX](#)  
**cc:** [Hedrich, Vivian-R OHCS:EX](#)  
**Subject:** Req 13896, Arbitrator, App Lead. - (Internal Posting) - Recruitment Plan [Your reference: 130212-000958]  
**Date:** Tuesday, February 19, 2013 11:28:27 AM  
**Attachments:** [Interview Schedule Request Form.docx](#)  
[Written Assessment Administration Request Form.docx](#)

---

Hi Daryn and Vivian

It was a pleasure speaking with you today. As per our recruitment planning conversation we will now finish up the last edits to your job ad and questionnaire, which will be sent to you for final approval before posting live.

Below are the Competition Timelines as discussed: These are the projected/tentative timelines for your competition

POSTING LIVE: February 19, 2013

POSTING CLOSE: March 5, 2013

S.O.A./QUESTIONNAIRE REPORT: March 7, 2013

ESTIMATED OFFER DATE: March 29, 2013

My understanding from what you mentioned, is that your typical competition processes is as follows below: I have attached the request forms discussed if you would like any assistance at any stage.

- 1 - Initial screening (resume & questionnaire) at close of competition
- 2 - Written assessment
- 3 - 1st interview (by tele-conference)
- 4 - Final interview (in person or video live meeting)

Also as per our conversation will edit the ad to read: Although this position is not geographically restricted all relocation fees will be at the expense of the applicant and will not be reimbursed. (you have confirmed you would like to leave out any mention of not covering interview travel expense as it may be determined through the process)

Please note: Although you have been approved to move forward with filling this vacancy, please understand that our Talent Mobility Team is reviewing all vacancies for qualified employees who require reassignment. It is possible that a referral could come to you up until the time you have made a written offer. Should you receive a referral, you will need to consider the referral prior to moving any further with your competition. Please let me know if you have any questions.

If you need to provide us with more information, please reply to this email. It helps us to serve you better if you quote your reference number 130212-000958 in the response.

Please contact me if you have any questions or concerns.



Celyne Hodges  
Recruitment Coordinator  
MyHR 250.952.6000 | Toll Free 1.877.277.0772  
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**MINISTRY OF PUBLIC SAFETY  
AND SOLICITOR GENERAL  
Request for Qualifications**

**Residential Tenancy Branch  
Dispute Resolution Services  
Request for Qualification No. 3644**

**Issue date:  
January 18, 2011**

**Closing location:**

**MAIL or FAX:**

Residential Tenancy Branch  
P.O. Box 9844, Stn. Prov. Gov't.  
Victoria, B.C. V8W 9T2

Fax: (250) 356-9377

Attention: Judith Dyrland

**Closing date and time:**

**Two (2)** complete hard copies of each Response must be received before 2:00 PM  
Pacific Time on **February 7, 2011** in accordance with BC Bid instructions.

**Contact person:**

Judith Dyrland, Director of Corporate Policy and Program Integration  
Fax: (250) 356-9377

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## **1. Definitions used in this Request for Qualifications**

Throughout this Request for Qualifications, the following definitions will be used:

- a) "Addenda" or "Addendum" means each and every written document issued by the Contact Person for the purpose of amending or clarifying this RFQ;
- b) "BC Bid" means the electronic tendering service maintained by the Province;
- c) "BC Bid Website" means the website maintained by BC Bid at [www.bcbid.ca](http://www.bcbid.ca), or any replacement website;
- d) "Contact Person" means the person identified as such on the RFQ cover page;
- e) "Contract" means a written contract executed by the Province and the qualified supplier for the provision of dispute resolution services pursuant to the Residential Tenancy Act and the Manufactured Home Park Tenancy Act;
- f) "Dispute Resolution" means the process of resolving a dispute between parties;
- g) "Evaluation Committee" means a committee, including sub-committees, established by RTB to evaluate the responses;
- h) "Hearing" means the time it takes to prepare for and hear a matter, write a decision, distribute it to parties and update electronic and manual records. If a matter is adjourned, the hearing is not complete until it has been reconvened and a decision made, recorded and distributed. There may be more than one file to consider in a single hearing, so long as the files are part of the hearing.
- i) "List of Qualified Suppliers" means the list of respondents, prepared and maintained by RTB, who are found to be qualified to provide dispute resolution services;
- j) "Must" or "mandatory" means a requirement that must be met in order for a response to receive consideration;
- k) "Qualified Suppliers" means the respondents who are found to be qualified to provide dispute resolution services;
- l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry of Public Safety and Solicitor General and the Residential Tenancy Branch;
- m) "Request for Qualifications" or "RFQ" means this document and any appendices attached to it, as they may be amended from time to time by RTB;
- n) "Residential Tenancy Branch" or "RTB" refers to the branch of the Office of Housing and Construction Standards, Ministry of Public Safety and Solicitor General, that administers the Residential Tenancy Act and the Manufactured Home Park Tenancy Act.
- o) "Respondent" means an individual that submits, or intends to submit, a proposal in response to this Request for Qualifications;
- p) "Response" means the formal response by a respondent in this RFQ and is the statement of information that substantially complies with the form and content requirements of this RFQ.

- q) "Should" or "Desirable" means a requirement having a significant degree of importance to the objectives of the Request for Qualifications;
- r) "Submission" means the formal submission by a respondent in response to the RFQ;
- s) "Submission Location" means the location identified as such on the RFQ cover page; and,
- t) "Submission Time" means the time and date indicated as such on the RFQ cover page.

## **2. Overview of the Requirement**

The purpose of this Request for Qualifications (RFQ) is to identify qualified people to provide dispute resolution services, on behalf of the RTB, on an occasional basis.

Based on the review of the RFQ Responses, the RTB intends to develop a List of Qualified Suppliers who may be invited to supply the services described in section 4. The RFQ is geographically limited to suppliers in Greater Vancouver, Greater Victoria and the Central Okanagan.

The List of Qualified Suppliers is intended to be used by the RTB and will be in place until March 31, 2013. The list may be extended for an additional two years at the sole discretion of the RTB. Opportunities to get on the resulting list from this RFQ will be advertised on an annual basis after the initial List of Qualified Suppliers is established.

### **2.1 Services**

The Respondents who become Qualified Suppliers may, under the authority delegated by the Director of the Residential Tenancy Branch, perform and be responsible for duties and expectations including:

- Resolving disputes through formal dispute resolution processes at in person, teleconference or written hearings;
- Making impartial decisions based on an assessment of the relevant evidence and credibility of witnesses that are consistent with the legislation, common law and RTB requirements;
- Making and writing binding decisions and/or orders that the landlord and tenant must follow. Decisions and orders will follow a format required by the RTB, paying particular attention to the location of information that could identify parties;
- Managing records using the RTB Case Management System and following RTB policies and procedures, including preparation of a written decision within 7 days of the hearing. This also includes picking up and delivering files, using electronic systems, and developing and recording complete and accurate file content.
- Providing copies of decisions to the RTB when requested for publication on the RTB website ([www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)). These copies will not include the cover page, the decision maker's identification, nor any information that could identify the parties.

Remuneration is \$150.00 per hearing. The definition of a hearing is the time it takes to prepare for and hear a matter, write a decision, distribute it to parties and update electronic and manual records. If a matter is adjourned, the hearing is not complete until it has been reconvened and a decision made, recorded and distributed. There may be more than one file to consider in a single hearing, so long as the files are part of the hearing.

RTB reserves the right to assign another file into a hearing time, when the initial hearing has been cancelled before its scheduled time. If a hearing is scheduled, cancelled and not replaced with another file, RTB will pay the contractor \$75.00 for handling that file.

RTB will determine the number of hearings to be conducted in one day.

RTB reserves the right to enter into individual supply agreements for specific hearings and determine the rate.

Suppliers must be in the vicinity of Greater Vancouver, Greater Victoria or the Central Okanagan. They must be able to pick up and deliver materials to an RTB office.

## **2.2 Background**

The Residential Tenancy Branch promotes a positive relationship between landlords and tenants by providing both groups with information on their rights and responsibilities under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act. The Branch also assists landlords and tenants to resolve concerns by providing dispute resolution services.

The Branch has offices in Burnaby, Victoria and Kelowna.

Through this RFQ, RTB is taking steps to augment its roster of people providing dispute resolution services.



### **3. Request for Qualifications**

#### **3.1 Requirements**

##### **3.1.1 Format of Submissions**

In order to receive full consideration during evaluation, the respondent should describe how they meet the mandatory criteria described in 5.3 below and include a detailed response to Appendix B and Appendix C.

Responses are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively numbered.

- a) A completed detailed response to Appendix B and C, including references who can verify each competency, as required in Appendix B;
- b) A resume (maximum two pages, please) containing information on education, relevant employment history including positions held and their duration, and any professional designations and affiliations.

##### **3.1.2 Submission of Responses**

Two (2) complete hard copies of each Response must be received before 2:00 PM Pacific Time on **February 17, 2011** in accordance with BC Bid instructions to:

Judith Dyrland, Director of Corporate Policy and Program Integration  
Residential Tenancy Branch  
Office of Housing and Construction Standards  
PO Box 9844 Stn Prov Govt, Victoria BC V8W 9T2  
fax (250) 356-9377.

Responses may be sent by facsimile. Responses and their envelopes should be clearly marked with the name and address of the Respondent, the RFQ number, and fact that it is a response to the Request for Qualifications for Dispute Resolution Services.

Responses may not be sent by email.

##### **3.1.3 Changes to Response Wording**

The Respondent will not change the wording of its Response after the closing date and time specified on the front cover of this RFQ and no words or comments will be added to the Response unless requested by the Province for purposes of clarification.

##### **3.1.4 Respondent Expenses**

Respondents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with the Province, if any. The Province will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## **Administrative issues**

### **3.1.5 Enquiries**

All enquiries related to this RFQ are to be directed, in writing, to the contact person at the e-mail address on the front cover of this RFQ. Information obtained from any other source is not official and should not be relied upon. Do not contact the Ministry/agency involved unless indicated as the contact person. Enquiries and answers may be recorded and distributed to all Respondents at the Province's option.

### **3.1.6 Additional Information on the RFQ**

All subsequent information regarding this RFQ, including changes made to this document, will be posted on the BC Bid Website. It is the sole responsibility of the Respondent to check for amendments and additional information on the BC Bid Website.

### **3.1.7 Modification of Terms**

The Province reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ at any time without issuing any further contract documents.

### **3.1.8 Late submissions**

Responses will be marked with their receipt time at the closing location. Only complete Responses received and marked before closing time will be considered to have been received on time. Hard-copies of late Responses will not be considered or evaluated and will be returned to the Respondent. In the event of a dispute, the Response receipt time as recorded at the closing location for hard copy responses will prevail whether accurate or not.

### **3.1.9 Confidentiality of Information**

Information pertaining to the Province obtained by the Respondent as a result of participation in this RFQ and any subsequent documents is confidential and must not be disclosed without written authorization from the Province.

### **3.1.10 Collection and Use of Personal Information**

Respondents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information.

## **3.2 Selection Process**

### **3.2.1 Selection Committee**

Review of Responses will be by a selection committee formed by the Province.

### **3.2.2 Selection**

The selection committee will check Responses against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then be assessed

and scored against the desirable criteria. Responses not meeting a minimum score will not be considered further.

### **3.2.3 Ownership of Responses**

All documents, including Responses, submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

## **3.3 Establishment of List of Qualified Suppliers**

### **3.3.1 List of Qualified Suppliers**

Respondents who have successfully met the RTB criteria will be notified that they have been added to the List of Qualified Suppliers.

### **3.3.2 Form of Contract**

Any Contract with a Qualified Supplier will be substantially similar to the terms and conditions of the Province's General Service Agreement, a copy of which is available on the Internet at [http://pc.gov.bc.ca/psb/GSA/General\\_Service\\_Agreement.doc](http://pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc)

### **3.3.3 List of Qualified Suppliers Not Binding**

Notice in writing to a Respondent that their response has been accepted will not constitute a Contract nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ. Only if a Qualified Supplier and the Province enter into a subsequent full written Contract will a Respondent acquire any legal or equitable rights or privileges.

### **3.3.4 Removal of Names from the List**

A Qualified Supplier may withdraw its name from the List of Qualified Suppliers by notifying the Province in writing. The Province may withdraw a name of a Qualified Supplier from the List of qualified Suppliers by notifying that Qualified Supplier in writing.

### **3.3.5 Debriefing**

The Ministry will offer a debriefing to Respondents who did not make the List of Qualified Suppliers, on request, at a mutually agreeable time.

## **3.4 Annual Consideration of Additional Qualified Suppliers**

The Province may, at least annually, consider adding additional qualified suppliers to its List of Qualified Suppliers. The cut-off date and time for the annual evaluation of responses will be:

- 2:00 p.m. Pacific Time on the first Wednesday of September.

If warranted by the volume of responses and subject to operational priorities, the Province will attempt, in its sole discretion and without advance notice, to conduct additional semi-annual evaluations of responses received prior to the closing date set out

on the front cover of this RFQ. If any additional evaluations are conducted, the cut-off dates and times for the semi-annual evaluation of responses in that year will be:

- 2:00 p.m. Pacific Time on the first Wednesday of September for the autumn evaluation cycle; and
- 2:00 p.m. Pacific Time on the first Wednesday of March for the spring evaluation cycle.

## **4. Review Criteria**

### **4.1 Introduction**

This RFQ asks qualified individuals who are interested in providing Dispute Resolution Services by contract to provide the information requested in this section. The selection committee will review responses. The third step in the selection process is an interview.

Respondents will be considered on the basis of knowledge, experience and skills and results of a written exercise as well as a response to questions about competencies. Detailed criteria are set out in this section and the competencies are described in Appendix B. Evidence to support each competency is to be included in the response, as set out in Appendix B.

#### **4.1.1 Selection Process**

Upon receipt, all responses will be reviewed for completeness in accordance with the selection criteria and will consider:

- Documents submitted in response to this RFQ;
- Information in response to questions asked by selection committee;
- Reference and other checks.

To evaluate complete responses, the selection committee may:

- Conduct reference checks with any or all of the references cited in a response and conduct any background checks that it considers necessary
- Rely on and consider any information from references or agencies supplying information in the course of a background check
- Take into consideration information from other sources
- Seek clarification from any or all respondents or seek further information from any or all respondents
- Interview selected respondents.

### **4.2 Mandatory Criteria**

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the qualifications review process.

### Mandatory Criteria

- a) The proposal must be received at the closing location by the specified closing time.  
Two (2) hard copies of the proposal must be submitted if that delivery method is chosen, with one unaltered, completed Request for Qualifications cover page including an originally-signed Respondent Section with the first copy.
- RTB is not responsible for material that was not submitted by the deadline due to computer systems errors, equipment failure or other transmission difficulties.
- b) The Response must be in English and must **not** be sent by email.
- c) The proposal must include a cover letter signed by the respondent.
- d) The proposal must include a current resume illustrating:
- A minimum of five years experience in a progressively more responsible work environment making administrative law decisions or an equivalent combination of experience and training
  - Demonstrated experience in:
    - Applying the theories and principles of administrative law, rules of evidence, common law, contract law and administrative fairness/natural justice
    - Exercising independent judgement and using own initiative in making decisions
    - Gathering and securing relevant information using effective listening skills
    - Diffusing volatile situations with difficult, upset and often irate clients while focusing on satisfactory outcomes
    - Working both independently and in a team setting, effectively organizing a heavy workload and in meeting deadlines
- e) The proposal must include Appendix B and Appendix C from this RFQ, with responses completed by the respondent.
- f) The proposal must identify the name, address and ten-digit telephone number of three professional references who can attest to your experience, knowledge and skills.

### 4.3 Desirable Criteria

Responses meeting all mandatory requirements will be further assessed by how they meet the following evaluation criteria and competencies:

- Analytical Thinking
- Self-confidence
- Listening, Understanding and Responding

- Flexibility
- Problem Solving/Judgement

These competencies, and the information required from respondents, are described in Appendix B.

In addition, proposals will be assessed on their written communications skills and their ability to interpret and apply legislation demonstrated in completion of the written exercise in Appendix C.

## 5. Use of List

### 5.1 Guidelines

The guidelines set out in this Section 5 regarding the use of the List of Qualified Suppliers are subject to change from time to time as the Province may deem necessary, without notice to the Consultants or firms on the List.

5.1.1 The List of Qualified Suppliers will be in effect until **March 31, 2013**.

5.1.2 The Province may, in its sole discretion, from time to time, use the List of Qualified Suppliers in connection with projects or assignments. The criteria for selecting Qualified Suppliers for each project or task will vary, depending upon the requirements of the applicable project or task and could involve requiring a Qualified Supplier to have a certain demonstrated experience and proficiency level in one or more Service Areas depending on the specific requirements of the project or assignment.

5.1.3 Any Contracts entered into with a Qualified Supplier will be between the Province and the Qualified Supplier.

5.1.4 Qualified Suppliers may be contacted on an "as, if and when requested" basis and may be contacted directly or asked to compete on opportunities for the provision of services in accordance with the selection method set out in paragraph 5.1.5 or as revised by the Province and communicated to all Qualified Suppliers from time to time.

5.1.5 The Province may select a Qualified Supplier from the List using one or more of the following selection methods:

- a) If the estimated Contract value is less than \$25,000 the Province may directly invite a Qualified Supplier to provide a quotation based on availability and on specified requirements (e.g., deliverables, milestones, term etc.) of the project or assignment with the intent to enter into Contract negotiations with that Qualified Supplier;
- b) If the estimated Contract value is \$25,000 or more and less than \$75,000, the Province may directly invite a Qualified Supplier to provide a quotation based on availability and on specified requirements (e.g., deliverables, milestones, term, etc.) of the project or assignment with the intent to enter into Contract negotiations with that Qualified Supplier if it can be verified by the Province that the Qualified Supplier:
  - i. is available to undertake the project or assignment; or,
  - ii. has the necessary qualifications to carry out the project or assignment based on the Province's specific assessment of the Qualified Supplier's qualifications.
- c) If the estimated Contract value is \$25,000 or more and less than \$75,000, and more than one Qualified Supplier has the necessary qualifications to carry out the project or assignment based on the Province's specific assessment of the Consultant qualifications, the Province may, in its sole discretion, use a



competitive or other selection process between a minimum of three (if available) such Qualified Suppliers that evaluates each Qualified Supplier's availability, proposed approach, or other elements required for the project or assignment. The Province may in its sole discretion consider other Qualified Suppliers that, in the Province's sole opinion, meet the Province's qualification criteria for the project or assignment (e.g., specialization, experience level, etc.).

- d) If the estimated Contract value is \$75,000 or more, and more than one Qualified Supplier has the necessary qualifications to carry out the project or assignment based on the Province's specific assessment of the qualifications, the Province will invite all such Qualified Suppliers to compete for the project or assignment.
- e) Notwithstanding subparagraphs a), b), c), and d), the Province may directly negotiate a contract with a Qualified Supplier where one of the following exceptional conditions applies:
  - i. only one Qualified supplier is qualified to provide the services;
  - ii. an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process;
  - iii. a competitive process would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health; or
  - iv. the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.

5.1.6 Qualified Suppliers will immediately, during the period that the List is in effect, advise the Province of any material changes to the information contained in their Response.

5.1.7 The Province has the sole discretion to remove a Qualified Supplier from the List of Qualified Suppliers for unsatisfactory performance by a Qualified Supplier in a Contract or for failing to meet the requirements for staying on the List of Qualified Suppliers as set out in this RFQ or as may be communicated by the Province from time to time.

5.1.8 The Province has no obligation to:

- a) evaluate or accept any substitute Consultant proposed by a Qualified Supplier;
- b) enter into a Contract with any one or more Qualified Suppliers; or

- c) invite any one or more Qualified Suppliers to participate in competitive processes for a Contract.

5.1.9 The Province reserves the right, in its sole discretion, to:

- a) employ open competitions that include suppliers external to the List of Qualified Suppliers;
- b) otherwise engage suppliers external to the List of Qualified Suppliers in connection with any project required by the Province; and
- c) at any time, cancel, extend, expand or make a call to the market-place to renew the List of Qualified Suppliers.

5.1.10 The Province may not necessarily select the Qualified Supplier offering the lowest rates, and may also review the qualifications or other criteria required for a specific project.

5.1.11 The Province may, in its sole discretion, consider subsequent requests for inclusion on the List of Qualified Suppliers after **February 17, 2011** and during the term of the List. Any such requests will be subject to those Respondents submitting their qualification information for review in the same manner as originally outlined in this RFQ. There is no assurance that the Province will require any future additions to the List or will accept any requests for inclusion.

## **Appendix A – Contract Form**

By submission of a proposal, the Respondent agrees that should its proposal be successful, the Respondent will be placed on a Qualified Suppliers List that may result in a Corporate Supply Agreement with the Province in accordance with the terms of the Province's General Service Agreement, available at this link:  
[http://www.pss.gov.bc.ca/psb/gsa/gsa\\_index.html](http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html).

## Appendix B – Competencies

Complete the relevant background information for each competency.

### Competency: Analytical Thinking

Analytical thinking is the ability to comprehend a situation by breaking it down into its components and identifying key or underlying complex issues. It implies the ability to systematically organize and compare the various aspects of a problem or situation, and determine cause-and-effect relationships ("if...then...") to resolve problems in a sound, decisive manner.

Outline of occasion in which you demonstrated this competency:

Your role:

Outcome directly developed by you demonstrating this competency:

Contact information for a person who can verify that the respondent has this competency.

Contact name:

Contact number:

**Competency: Self-confidence**

Self-confidence is a belief in one's own capability to accomplish a task and select an effective approach to a task or problem. This includes confidence in one's ability as expressed in increasingly challenging circumstances and confidence in one's decision or opinions.

Outline of occasion in which you demonstrated this competency:

Your role:

Outcome directly developed by you demonstrating this competency:

Contact information for a person who can verify that the respondent has this competency.

Contact name:

Contact number:

**Competency: Listening, Understanding and Responding**

This competency requires the ability to accurately listen and understand, and then respond appropriately when interacting with individuals and groups.

Outline of occasion in which you demonstrated this competency:

Your role:

Outcome directly developed by you demonstrating this competency:

Contact information for a person who can verify that the respondent has this competency.

Contact name:

Contact number:

**Competency: Flexibility**

Flexibility is the ability and willingness to adapt to and work effectively within a variety of diverse situations, and with diverse individuals or groups. Flexibility entails understanding and appreciating different and opposing perspectives on an issue, adapting one's approach as situations change and accepting changes within one's own job or organization.

Outline of occasion in which you demonstrated this competency:

Your role:

Outcome directly developed by you demonstrating this competency:

Contact information for a person who can verify that the respondent has this competency.

Contact name:

Contact number:

**Competency: Problem solving and judgement**

Problem solving and judgement is the ability to analyze problems systematically, organize information, identify key factors, identify underlying causes and generate solutions.

Outline of occasion in which you demonstrated this competency:

Your role:

Outcome directly developed by you demonstrating this competency:

Contact information for a person who can verify that the respondent has this competency.

Contact name:

Contact number:



## **Appendix C – Written Exercise**

S3 (1) (d)

## C-1 Legislation

You have read the relevant portions of the *Residential Tenancy Act*, and have noted the following:

### What this Act applies to

2 (1) Despite any other enactment but subject to section 4 [*what this Act does not apply to*], this Act applies to tenancy agreements, rental units and other residential property.

(2) Except as otherwise provided in this Act, this Act applies to a tenancy agreement entered into before or after the date this Act comes into force.

### Act applies to tenancy agreement with a minor

3 A person who has not reached 19 years of age may enter into a tenancy agreement or a service agreement, and the agreement and this Act and the regulations are enforceable by and against the person despite section 19 of the *Infants Act*.

### What this Act does not apply to

4 This Act does not apply to

(a) living accommodation rented by a not for profit housing cooperative to a member of the cooperative,

(b) living accommodation owned or operated by an educational institution and provided by that institution to its students or employees,

(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,

(d) living accommodation included with premises that

(i) are primarily occupied for business purposes, and

(ii) are rented under a single agreement,

(e) living accommodation occupied as vacation or travel accommodation,

(f) living accommodation provided for emergency shelter or transitional housing,

(g) living accommodation

(i) in a community care facility under the *Community Care and Assisted Living Act*,

(ii) in a continuing care facility under the *Continuing Care Act*,

(iii) in a public or private hospital under the *Hospital Act*,

(iv) if designated under the *Mental Health Act*, in a Provincial mental health facility, an observation unit or a psychiatric unit,

- (v) in a housing based health facility that provides hospitality support services and personal health care, or
- (vi) that is made available in the course of providing rehabilitative or therapeutic treatment or services,
- (h) living accommodation in a correctional institution,
- (i) living accommodation rented under a tenancy agreement that has a term longer than 20 years,
- (j) tenancy agreements to which the *Manufactured Home Park Tenancy Act* applies, or
- (k) prescribed tenancy agreements, rental units or residential property.

### **Director's powers and duties**

- 9 (1) The director is responsible for the administration and management of all matters and persons appointed or retained under this Act.
- (2) Employees may be appointed under the *Public Service Act*, and the director may retain other persons, whom the director considers necessary to exercise the director's powers and perform the director's duties and functions under this Act.
- (3) The director may establish and publish rules of procedure for the conduct of proceedings under Part 5 [*Resolving Disputes*].
- (4) The director may not assign or delegate to the same person both the function of conducting investigations under section 96.1 [*investigations*] into a matter and the power to impose penalties under section 94.1 [*administrative penalties*] in relation to that matter.
- (5) The director may do one or more of the following:
- (a) provide information to landlords and tenants about their rights and obligations under this Act;
  - (b) help landlords and tenants resolve any dispute in relation to which an application for dispute resolution has been or may be made;
  - (c) publish, or otherwise make available to the public, decisions under Part 5 or summaries of them.

### **Director's power to delegate to contractors**

- 9.1 (1) The director may delegate to a person retained under section 9 (2) any of the director's powers, duties or functions under this Act, except the power under section 9 (3) and the power to delegate under this section.
- (2) A delegation under subsection (1)
- (a) may be cancelled,
  - (b) does not prevent the director from carrying out the delegated power, duty or function, and
  - (c) may be subject to the terms or conditions the director considers appropriate.
- (3) If the director ceases to hold office, a delegation under this section continues in effect

- (a) for the duration of the contract, or
  - (b) until cancelled by a succeeding director.
- (4) A person who claims to be carrying out a power, duty or function delegated by the director under this section, on request, must produce evidence of the delegation.
- The director has delegated to you the power to resolve this dispute.

### **Landlord may require security deposit**

**17** A landlord may require, in accordance with this Act and the regulations, a tenant to pay a security deposit as a condition of entering into a tenancy agreement or as a term of a tenancy agreement.

### **Condition inspection: end of tenancy**

**35** (1) The landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit

- (a) on or after the day the tenant ceases to occupy the rental unit, or
  - (b) on another mutually agreed day.
- (2) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.
- (3) The landlord must complete a condition inspection report in accordance with the regulations.
- (4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.
- (5) The landlord may make the inspection and complete and sign the report without the tenant if
- (a) the landlord has complied with subsection (2) and the tenant does not participate on either occasion, or
  - (b) the tenant has abandoned the rental unit.

### **Consequences for tenant and landlord if report requirements not met**

**36** (1) The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if

- (a) the landlord complied with section 35 (2) [*2 opportunities for inspection*], and
  - (b) the tenant has not participated on either occasion.
- (2) Unless the tenant has abandoned the rental unit, the right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord
- (a) does not comply with section 35 (2) [*2 opportunities for inspection*],
  - (b) having complied with section 35 (2), does not participate on either occasion, or
  - (c) having made an inspection with the tenant, does not complete the condition inspection

report and give the tenant a copy of it in accordance with the regulations.

### **Leaving the rental unit at the end of a tenancy**

- 37** (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.
- (2) When a tenant vacates a rental unit, the tenant must
- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
  - (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

### **Return of security deposit and pet damage deposit**

- 38** (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of
- (a) the date the tenancy ends, and
  - (b) the date the landlord receives the tenant's forwarding address in writing,
- the landlord must do one of the following:
- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
  - (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.
- (2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24 (1) *[tenant fails to participate in start of tenancy inspection]* or 36 (1) *[tenant fails to participate in end of tenancy inspection]*.
- (3) A landlord may retain from a security deposit or a pet damage deposit an amount that
- (a) the director has previously ordered the tenant to pay to the landlord, and
  - (b) at the end of the tenancy remains unpaid.
- (4) A landlord may retain an amount from a security deposit or a pet damage deposit if,
- (a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or
  - (b) after the end of the tenancy, the director orders that the landlord may retain the amount.
- (5) The right of a landlord to retain all or part of a security deposit or pet damage deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation to damage and the landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24 (2) *[landlord failure to meet start of tenancy condition report requirements]* or 36 (2) *[landlord failure to meet end of tenancy condition report requirements]*.
- (6) If a landlord does not comply with subsection (1), the landlord
- (a) may not make a claim against the security deposit or any pet damage deposit, and

- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.
- (7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.
- (8) For the purposes of subsection (1) (c), the landlord must use a service method described in section 88 (c), (d) or (f) [*service of documents*] or give the deposit personally to the tenant.

### **Determining disputes**

**58** (1) Except as restricted under this Act, a person may make an application to the director for dispute resolution in relation to a dispute with the person's landlord or tenant in respect of any of the following:

- (a) rights, obligations and prohibitions under this Act;
- (b) rights and obligations under the terms of a tenancy agreement that
  - (i) are required or prohibited under this Act, or
  - (ii) relate to
    - (A) the tenant's use, occupation or maintenance of the rental unit, or
    - (B) the use of common areas or services or facilities.
- (2) Except as provided in subsection (4), if the director receives an application under subsection (1), the director must determine the dispute unless
  - (a) the claim is for an amount that is more than the monetary limit for claims under the *Small Claims Act*,
  - (b) the application was not made within the applicable period specified under this Act, or
  - (c) the dispute is linked substantially to a matter that is before the Supreme Court.
- (3) Except as provided in subsection (4), a court does not have and must not exercise any jurisdiction in respect of a matter that must be submitted for determination by the director under this Act.
- (4) The Supreme Court may
  - (a) on application, hear a dispute referred to in subsection (2) (a) or (c), and
  - (b) on hearing the dispute, make any order that the director may make under this Act.
- (5) The *Commercial Arbitration Act* does not apply to a dispute resolution proceeding.

### **Director's authority respecting dispute resolution proceedings**

- 62** (1) The director has authority to determine
- (a) disputes in relation to which the director has accepted an application for dispute resolution, and

- (b) any matters related to that dispute that arise under this Act or a tenancy agreement.
- (2) The director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this Act.
- (3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.
- (4) The director may dismiss all or part of an application for dispute resolution if
  - (a) there are no reasonable grounds for the application or part,
  - (b) the application or part does not disclose a dispute that may be determined under this Part, or
  - (c) the application or part is frivolous or an abuse of the dispute resolution process.
- (5) [Repealed 2006-35-86.]

#### **Director's orders: breach of Act, regulations or tenancy agreement**

**65** (1) Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders:

- (a) that a tenant must pay rent to the director, who must hold the rent in trust or pay it out, as directed by the director, for the costs of complying with this Act, the regulations or a tenancy agreement in relation to maintenance or repairs or services or facilities;
- (b) that a tenant must deduct an amount from rent to be expended on maintenance or a repair, or on a service or facility, as ordered by the director;
- (c) that any money paid by a tenant to a landlord must be
  - (i) repaid to the tenant,
  - (ii) deducted from rent, or
  - (iii) treated as a payment of an obligation of the tenant to the landlord other than rent;
- (d) that any money owing by a tenant or a landlord to the other must be paid;
- (e) that personal property seized or received by a landlord contrary to this Act or a tenancy agreement must be returned;
- (f) that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement;
- (g) that a tenancy agreement may be assigned or a rental unit may be sublet if the landlord's consent has been unreasonably withheld contrary to section 34 (2) [*assignment and subletting*].
- (2) The director, in accordance with the regulations, must recover from a trust referred to in subsection (1) (a) the costs incurred in carrying out the order referred to in that subsection.
- (3) When the purposes of an order referred to in subsection (1) (a) have been accomplished, the director must pay to the landlord, in accordance with the regulations, any amount of rent remaining

in the trust, together with interest if interest is payable under the regulations.



S3 (1) (d)

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Pages 83 through 93 redacted for the following reasons:

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S3 (1) (d)