

February 29, 2008

Suzanne Jackson  
Dispute Resolution Officer

s.22

Dear Suzanne Jackson:

**Re: Dispute Resolution Officers' Services, Fees and Expenses**

I am writing in the course of my responsibility for the "administration and management of all matters and persons appointed or retained" under the *Residential Tenancy Act*, S.B.C. 2002, c. 78 (the "RTA"), and the *Manufactured Home Park Tenancy Act*, S.B.C. 2002, c. 77 (the "MHPTA"), as provided in section 9(1) of both statutes.

In accordance with your role as a Dispute Resolution Officer, this letter (the "Dispute Resolution Officer's Agreement" or "the Agreement") confirms the services you will be required to provide (the "Services") and the fees and expenses that will be payable to you (the "Fees and Expenses") from April 1, 2008 to December 31, 2008. The terms of this Agreement, which includes the various schedules appended to it, will be in effect from April 1, 2008 to December 31, 2008, inclusive (the "Term"). Your appointment will terminate on that date, as set out in my letter of February 7, 2008 (attached).

**SERVICES**

As scheduled by the Director, you must conduct dispute resolution proceedings of landlord-tenant disputes pursuant to the RTA and the MHPTA, and in accordance with the following documents, together with any amendments approved by the Director from time to time:

- (a) the Rules of Procedure;
- (b) the Competency Standards;
- (c) the Professional Development and Performance Code;
- (d) the Code of Professional Responsibility;
- (e) the Public Complaint Procedure;
- (f) the Residential Tenancy Policy Guidelines; and
- (g) any further such documents adopted by the Director.

Further details regarding the Services are set out in Schedule "A."

.../2

Suzanne Jackson  
Page 2

## FEES AND EXPENSES

Per the requirements of this Agreement, you will be paid as follows:

(a) Fees to a maximum of \$540 per full day of hearings, which includes the associated decision writing, and \$270 per half day of hearings, which includes the associated decision writing. Because writing time is included in these fees, as agreed, it can no longer be billed separately. The maximum billable amount is \$72,900.

You may be assigned a maximum of 135 full hearing days for the term of this agreement. For each scheduled full day of hearings, you will be required to work approximately seven hours. For each half day of hearings, you will be required to work approximately 3.5 hours. Because the length and complexity of matters vary greatly, it is not possible to assign a fixed number of matters to full or half hearing days. As you have experienced in the past, the actual number of matters that comprise a full hearing day or half hearing day will fluctuate up or down; compensation will not be adjusted to address these fluctuations.

Similarly, as a professional, you may be asked occasionally to take on extra matters because of illness or emergency affecting one or more other DRO(s). Additional compensation will not be paid in such circumstances.

(b) Expenses, if any, in accordance with Schedule "B" and the Province's "Travel Voucher Allowance Chart," which is attached to this Agreement as Schedule "C."

## MISCELLANEOUS MATTERS

Details concerning such matters as ownership of and copyright in materials, confidentiality and conflict of interest, as well as certain general provisions are set out in Schedule "D."

Please sign below and return the original to our office in the enclosed envelope.

Thank you for your continued commitment and dedication to this most important work. I value the contribution that you make to the Residential Tenancy Branch and to our clients, and look forward to working with you this year.

Yours truly,




Suzanne N. Bell  
Executive Director  
Residential Tenancy Branch

Attachments

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I hereby acknowledge that I have received, read, and understood this DRO Agreement.

March 1, 2008  
Date

  
Dispute Resolution Officer's Signature  
Suzanne  
Jackson

Schedule "A" –

**SERVICES**

1. You 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.
2. To be placed on the schedule maintained for the purpose of assigning Dispute Resolution Officers (DROs) to dispute resolution proceedings and other duties (the Schedule), you must provide your available dates to the Director at least three months in advance.
3. On days on which you are scheduled to work by being entered in the Schedule, you must be available to work, either by telephone or in person, as specified by the Director.
4. If you wish to be removed from the Schedule in circumstances other than emergency or illness, you must make one of the following arrangements to ensure that there is no net difference in DRO availability:
  - (a) Reciprocal Arrangement: When asking to be removed from the Schedule –
    - (i) Provide the Director with the name(s) of one or more replacement DROs whose availability and willingness to substitute for you in the schedule you have already confirmed (the "Replacement DROs"); and
    - (ii) Confirm one of the Replacement DROs to switch scheduled days with you, and advise the Director of this arrangement; or
  - (b) Non-Reciprocal Arrangement: When asking to be removed from the Schedule –
    - (i) Provide the Director with the name(s) of one or more Replacement DROs; and
    - (ii) Confirm one of the Replacement DROs to take your scheduled day as an extra day within his or her own maximum allowable days for the year, and advise the Director of this arrangement.

When asking to be removed from the Schedule, you are expected to use your best efforts to notify the Director of the arrangement you have made at least 7 days in advance of the day on which the Replacement DRO will be taking your place, or, in the case of a multi-day absence, at least 7 days prior to the first day of your intended absence. If all files that have been assigned to you for the day(s) of your intended absence are scheduled for conference call hearings, you may consider Replacement DROs from any location within the Residential Tenancy Branch. If any of the files that have been assigned to you for the day(s) of your intended absence are scheduled for face-to-face hearings, you must consider only those DROs from the same location as your own.

5. In conducting dispute resolution hearings, you must:
  - (a) receive and consider submissions by the parties at oral hearings or otherwise, as appropriate;
  - (b) adjudicate any matter before you in a fair and reasonable manner, and to the best of your skill and ability;
  - (c) render each decision promptly and within the time limits prescribed by the applicable legislation;
  - (d) for every dispute resolution hearing conducted, provide the decision in a form acceptable to the Director, and deliver the decision by uploading it to the Case Management System (the "CMS") and placing a copy in the file, promptly, and in any event no later than 3 days after you have written the decision;
  - (e) make each decision available in writing, including any correction decision, with reasons, together with an order or orders where applicable or where one or more orders will facilitate enforcement;
  - (f) enter the summary information on the CMS for every scheduled hearing in a timely manner, whether or not a decision has been reached, and close each file as soon as possible after the decision has been issued;
  - (g) close any files assigned to you that you have removed from your office and return them to the RTB office within 7 days after the decision has been issued;
  - (h) comply with the relevant provisions of the applicable legislation respecting the adjudication of every dispute.
6. As part of occasional scheduled full hearing days or half hearing days, you must attend meetings that are program-related as required by the Director.

7. You must learn and use the Case Management System and such other systems as may be implemented by the Residential Tenancy Branch.
8. You must learn any legislative changes affecting landlords and tenants in a timely manner..
9. You must fully inform the Director, upon request, of all work you do in connection with providing the Services.

Schedule "B" –

**FEES AND EXPENSES**

1. "Matters" includes the following:
  - (a) Applications;
  - (b) Applications and cross-applications that are heard concurrently and result in a single decision;
  - (c) Joinders;
  - (d) Preliminary matters such as motions for substitutional service or motions for adjournment;
  - (e) Requests for clarification;
  - (f) Review considerations;
  - (g) Review hearings;
  - (h) Reconvenes.
2. The Director will consider requests to set aside a half or a full day for large files on a case-by-case basis, applying the following criteria:
  - (a) The volume of material;
  - (b) The number of parties and/or witnesses;
  - (c) The involvement of legal counsel;
  - (d) The number of joined files;
  - (e) Whether cross-applications heard together are significantly different in nature;
  - (f) Other factors that the Director considers relevant.
3. The Director will consider requests to bill for complex files on a case-by-case basis if the Director is satisfied that you were or will be required to undertake extensive legal research in preparing for or concluding a matter. You may be approved to bill an additional half day or full day, as appropriate, for the work associated with a complex file.

4. The following expenses will be repaid to you provided that they are supported, where applicable, by proper receipts and, in the opinion of the Director, have been necessarily incurred by you in connection with the provision of the Services:

- (a) travel, accommodation, meal and vehicle expenses, at the rate applicable in Schedule C (Travel Voucher Allowance Chart), when more than 32 kilometers away from your location;
- (b) long-distance telephone, facsimile transmission, courier, postage and other identifiable communication expenses, at cost;
- (c) photocopying at a maximum of 5 cents (\$0.05) per page unless supported by detailed receipts indicating the per-page cost.

5. In no event will the expenses payable to you pursuant to this Schedule exceed \$1500.

6. You must submit to the Residential Tenancy Branch semi-monthly, in arrears, after the 15<sup>th</sup> and last days of each month and, commencing no sooner than April 15, 2008, a written statement of account:

- (a) showing the calculation of all fees claimed for the part month to which the statement relates, including dates; and
- (b) listing, in reasonable detail and with dates, all expenses claimed, with receipts attached where applicable, for the preceding part month.

7. You must apply for and, immediately upon receipt, remit to the Director any refund or remission of federal or provincial tax or duty available with respect to any items paid for by the Province of British Columbia or any items that the Director has undertaken, on behalf of the Province of British Columbia, to pay for in connection with your provision of the Services.

8. The Province of British Columbia certifies that the Services provided by you and paid for according to this Agreement are for the use of the Province of British Columbia, are being purchased by the Province of British Columbia with Crown funds, and are therefore not subject to the Goods and Services Tax.

9. The Province will endeavour to effect payment within 30 days of the submission of any statement of account, but you will be entitled to interest on any overdue account in accordance with the *Interest on Overdue Accounts Payable Regulation*, B.C. Reg. 215/83, made pursuant to the *Financial Administration Act*, R.S.B.C. 1996, c. 138.

10. The obligation of the Province of British Columbia to pay money to you is subject to the *Financial Administration Act*, R.S.B.C. 1996, c. 138 (the "Act"), which makes that obligation subject to the availability of an appropriation in the fiscal year of the Province during which payment becomes due, and to the lack of any control or limit having been imposed by Treasury Board, as defined in the Act, on any expenditure under that appropriation.

11. You have no authority to commit the Province of British Columbia to pay any money, and must not purport to do so.



Schedule "C" —

**TRAVEL VOUCHER ALLOWANCE CHART**

**Meal/Per Diem Allowances**

(1) Meal/per diem reimbursement when traveling on the Employer's business will be in accordance with Treasury Board Orders and Directives at the following rates:

Effective March 30, 2008									
Employee Group	Full Day \$	Half Day \$	Breakfast Only \$	Lunch Only \$	Dinner Only \$	B&L Only \$	L&D Only \$	B&D Only \$	Incidental Only \$
II	48.25	N/A	22.00	22.00	28.50	30.00	36.50	36.50	14.00

**Hotels**

**Winter Rates** (Oct 1 to April 30)

Vancouver \$90; Victoria \$90; Other \$70

+ Taxes

**Summer Rates** (May 1 to Sept 30)

Vancouver \$115; Victoria \$110; Other \$85

+ Taxes

(2) Unless otherwise provided for in this appendix, the reimbursement rates for Group II cover meal and other out-of-pocket travel expenses.

(3) Where travel is for a partial day, only meals that are applicable to that portion of the day spent on travel status are claimed;

(4) Where a meal is provided without charge or is paid for from public funds, no claim for that meal can be made.

(5) The meal/per diem allowances cover expenses arising from absences away from headquarters or geographic location over a meal period(s).

## **2. Private Vehicle Allowance**

(1) Where a private vehicle is used on the Employer's business, reimbursement shall be:

Effective March 30/08	\$0.49 per km
Up to March 29/08	\$0.48 per km

(2) The distance allowance does not apply when using leased, rental or government vehicles.

(3) Actual transportation toll charges may also be claimed.

## **3. Acceptable Parking Charges**

When a private, Government, or leased/rental vehicle is used for the Employer's business, receipted parking charges will be reimbursed.

Schedule "D" –

**MISCELLANEOUS MATTERS**

**MATERIAL – OWNERSHIP AND COPYRIGHT**

1. All material produced or received by you in connection with the provision of the Services (collectively, the "Material") including, without limitation, all correspondence, hearing documents, exhibits, policy manuals, other documents and any other property provided to you by the Province of British Columbia remains the exclusive property of the Province of British Columbia. You must deliver the Material to the Director in accordance with Schedule A and upon any request by the Director for its return.
2. The copyright in the Material belongs exclusively to the Province of British Columbia. If requested to do so by the Director, you must deliver documents satisfactory to the Director, waiving in favour of the Province of British Columbia any moral rights you may have in the Material and confirming the vesting of the copyright in the Province of British Columbia.

**CONFIDENTIALITY**

3. You must treat all Material as confidential and not permit its disclosure without the prior, written consent of the Director except as necessary in the provision of the Services or as required by applicable law.
4. To protect the privacy of the Material, you must comply with all of the provisions of the attached Schedule E, and with any directions given by the Director under that Schedule.

**CONTRACTING OUT**

5. You may not engage any third party to perform any of the Services on your behalf.

**CONFLICT OF INTEREST**

6. You may not provide any services to any person in circumstances which, in the reasonable opinion of the Director, could give rise to a conflict of interest between your duties to that person and your performance of the Services.

## **FAILURE TO COMPLY**

7. If you fail to comply with any of the requirements of the Dispute Resolution Officer Agreement, then you will be subject to removal from the Schedule at the discretion of the Director, either for a specified period of time or for the duration of the Term of the Agreement. Notice of removal from the Schedule for failure to comply will be given to you in writing.

8. If you are removed from the Schedule pursuant to paragraph 7, you will be paid any portion of the fees and expenses described in Schedule B that equals the portion of the Services you completed to the satisfaction of the Director before written notice was received or deemed to be received, pursuant to paragraph 12.

9. If you are removed from the Schedule pursuant to paragraph 7, and if required to do so by the Director, you must complete any hearing or other Service that remains to be completed; finalize your decision, if any; and provide assistance with the record if judicial review proceedings are commenced after the date on which you are removed from the Schedule. You will be paid for these Services in accordance with Schedule B.

10. If you are removed from the Schedule pursuant to paragraph 7, the Province of British Columbia may pursue any other legal remedies available to it as well.

## **GENERAL**

11. The Residential Tenancy Branch will make available to you all information in its possession that it considers pertinent to your performance of the Services.

12. Any notice contemplated by this Dispute Resolution Officer Agreement, to be effective, must be in writing and either

- (a) sent by fax to the addressee's fax number specified in this Agreement;
- (b) delivered by hand to the addressee's address specified in this Agreement; or
- (c) mailed by prepaid, registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with subparagraph (c) is deemed to be received 96 hours after mailing. You may give notice to the Director, or *vice-versa*, of a substitute address or fax number from time to time.

13. The following provisions remain in effect indefinitely, even after the end of the Term of this Agreement:

- (a) Paragraphs 6 and 7 of Schedule B;
- (b) Paragraphs 1, 2, 3 and 4 of Schedule D.

14. The schedules to this Agreement are part of this Agreement.

15. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

16. This Agreement supersedes and replaces any agreements or undertakings regarding the subject-matter of this Agreement entered into, made or given between you and the Province of British Columbia prior to the date on which this Agreement first becomes effective.

Schedule "E" –

**PRIVACY PROTECTION SCHEDULE**

**Privacy Protection Schedule**

**Definitions**

1. In this Schedule,
  - (a) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
  - (b) "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;
  - (c) "personal information" means recorded information about an identifiable individual, other than contact information.

**Purpose**

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with its 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 its 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 annotate or correct 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:
- (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

**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.

**Inspection of personal information**

18. 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 its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

**Compliance with the Act and directions**

19. 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.
20. 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**

21. 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**

22. 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**

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. 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.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

RESUME  
OF  
SUZANNE JACKSON

s.22



Pages 17 through 18 redacted for the following reasons:

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s.22