



# Alberta Court of Justice

## Calgary Family & Youth Division Binding Judicial Dispute Resolution (BJDR) Hearings

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Effective: September 20, 2017

The following procedure has been established for requests for a Binding JDR (BJDR). A BJDR is a binding, non-appealable procedure for resolving specified issues. In a BJDR the Justice will first attempt to resolve the dispute by agreement. Failing that, or in the absence of agreement on some of the outstanding issues, the Justice may make an Order resolving the issue(s).

### General Principles

1. The following applications are suitable for a BJDR:
  - a. Most applications under the *Family Law Act*; and
  - b. Certain applications under the *Child Youth and Family Enhancement Act*.<sup>1</sup>
2. It is a requirement that the parties to the BJDR sign an Agreement confirming their understanding of the nature of the process, its non-appealable nature, and the specific issues to be resolved.
3. A precedent Binding JDR Agreement (BJDR Agreement) is attached and may be modified as the circumstances require. In all cases, a fully executed copy of the BJDR Agreement must be presented to the Trial Coordinator before dates are provided or confirmed for a BJDR.
4. A BJDR seeking a Final Order on all issues in dispute shall be ordinarily set for one half day. More time may be allocated with leave of the BJDR Justice.

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<sup>1</sup> It is not anticipated that all applications under either the *Family Law Act* or the *Child Youth and Family Enhancement Act* would be appropriate for a BJDR. The BJDR Justice or the Trial Coordinator will advise parties if their application is not appropriate for a BJDR: i.e. A contested mobility application or the Director's application for a Permanent Guardianship Order are unlikely candidates for a BJDR.

5. A BJDR on an interim application may ordinarily be set for one hour and fifteen minutes.
6. Any application originally set for a trial may be converted to a BJDR anytime up to 5 days before the commencement of trial, with the approval of the parties and the assigned Trial Justice. After that time, any application to convert a trial to a BJDR must have the approval of both the assigned Trial Justice and the ACJ.
7. The parties may only withdraw from the BJDR process with leave of the assigned Justice or the ACJ.
8. A Pre-BJDR Conference (PBC) will be ordinarily scheduled approximately 30 days before the BJDR. On that date, the parties may raise any BJDR issues before the BJDR Justice and shall present to the Justice any supporting documentation they believe will be of assistance to the Justice.
9. In all cases where a BJDR has been scheduled, a follow-up docket date will be set as soon as possible after the BJDR in order for the entry on the record of the resolution arrived at through the BJDR process or the Court Order granted by the BJDR Justice.

## **BOOKING A STANDARD BINDING JDR**

The standard procedure for booking a BJDR is as follows:

1. The parties attend at the office of the Trial Coordinator with a fully executed copy of the BJDR Agreement.
2. The Trial Coordinator shall assign the following dates:
  - a. A confirming BJDR docket date;
  - b. A Pre-BJDR Conference (PBC) date;
  - c. A date for the BJDR; and
  - d. A follow-up date after the BJDR.
3. The file will then be delivered to and be reviewed by the BJDR Justice in Private Chambers, who shall approve or reject the BJDR process or the amount of time allocated. In particular, where more than a half day has been allocated, the BJDR Justice shall confirm that an extended amount of time is necessary by virtue of the number of issues to be resolved, the complexity of the situation, or any other relevant factor.

4. Following the BJDR Justice's review, the Trial Coordinator shall advise counsel and any Self-Represented Litigant (SRL) whether the assigned dates have been approved or not.
5. On the Confirming BJDR docket date, all counsel and their clients, and all SRLs, shall attend in court where all of the remaining assigned court dates (as listed in item 2 above) shall be read onto the record, as well as any special instructions provided by the BJDR Justice. The matter is then adjourned to the PBC date or as otherwise directed by the BJDR Justice.

### **BOOKING A SPECIAL BINDING JDR**

It may occasionally happen that the parties seek a Special BJDR within a short timeframe for an extraordinary reason. On these rare occasions, Counsel may request that a particular Justice conduct a Special BJDR and may schedule the BJDR and follow-up docket date with that Justice. Such requests must nevertheless be approved by the BJDR Justice and the ACJ.

On such occasions, the parties must submit to the ACJ a letter requesting a Special BJDR, accompanied by a copy of the executed Binding JDR Agreement explaining:

1. The details of the arrangements for the conduct of the BJDR; and
2. An explanation why the request was made on short notice and the reason the parties feel a Special BJDR to be appropriate.

Attachment: Binding Judicial Dispute Resolution (BJDR) Agreement

DOCKET NO.: \_\_\_\_\_

CFC: \_\_\_\_\_

**IN THE ALBERTA COURT OF JUSTICE  
CALGARY FAMILY & YOUTH DIVISION**

**IN THE MATTER OF**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BETWEEN:**

\_\_\_\_\_

**and**

\_\_\_\_\_

**BINDING JUDICIAL DISPUTE RESOLUTION (BJDR) AGREEMENT**

The parties agree to the following terms for a BJDR process:

1. The issues listed in Paragraph 4 below shall be resolved in a BJDR, conducted by (check one):

\_\_\_\_\_ any Justice of the Alberta Court of Justice; or

\_\_\_\_\_ (by prior arrangement) by the Honourable Justice

\_\_\_\_\_ (“the Justice”).

2. The BJDR:

\_\_\_\_\_ relates to an interim issue and is estimated to require one quarter day

\_\_\_\_\_ relates to one or more final issues and is estimated to require one half-day; or

\_\_\_\_\_ is estimated to require \_\_\_\_\_ half-days for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

3. If the parties do not reach an agreement on any Issue(s) listed below, the Justice will make a decision on those issues, which shall be final and binding upon all parties.

4. The issue(s) to be resolved in the BJDR is/are:
  - a. \_\_\_\_\_  
\_\_\_\_\_
  - b. \_\_\_\_\_  
\_\_\_\_\_
  - c. \_\_\_\_\_  
\_\_\_\_\_
  - d. Whether to award Costs to any party, including Costs of the BJDR.
5. Formal rules of evidence will not be applied in the BJDR and, in particular, the Justice may consider hearsay evidence in rendering any Order. If either party chooses to rely upon expert evidence, the expert will attend at the BJDR in person and answer questions relating to that expert's evidence.
6. There will be no record maintained of the discussions and submissions at the BJDR, unless the Justice directs otherwise.
7. The BJDR is confidential except that the Justice may make any Child Protection referral the Justice feels is appropriate. Otherwise, all settlement discussions in the process are privileged (commonly referred to as "without prejudice") and cannot be used for any purpose except as expressly waived by both parties in writing.
8. In the course of the BJDR, the parties may meet privately with or without the Justice. If the Justice meets privately with a party, anything said by that party will be confidential and will not be disclosed to the other party unless the confidentiality of the communication has been waived by the party making the disclosure.
9. At the end of the BJDR, any settlement reached by the parties and any issues decided upon by the Justice will be incorporated in a binding Court Order, to be prepared as directed by the Justice. The Court Order will be entered into the Court record, shall be filed and enforceable, and shall have the same status as any Order of the Court. Any further documents required as a result of the Final Order shall be prepared and filed by the parties or as directed by the Justice.
10. There is no appeal from any agreement reached or from the binding determination made by a Justice of any issue listed in paragraph 4 above.
11. The Justice is non-compellable as a witness in any proceedings and is immune from legal actions.

- 12. Once this BJDR Agreement is signed by both parties and presented to the Court, no party may withdraw from the Binding JDR process before its conclusion without leave of the Court. If a party withdraws from the process, the BJDR Justice shall be entitled to render a decision on any issue set out in paragraph 4 and award Costs for the shortened BDR process and any step leading up to it.
- 13. The parties acknowledge that all Claims, Statements and Certificates have been filed, and that they are aware that the Court may award Costs against any unsuccessful party.
- 14. The parties acknowledge that before signing this Agreement, any Self-Represented Party should obtain legal advice regarding the outstanding issues and the Binding JDR process.

DATED at Calgary, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant(s)

Respondent(s)

If represented by a lawyer:

If represented by a lawyer:

\_\_\_\_\_  
(Lawyer's Signature)

\_\_\_\_\_  
(Lawyer's Signature)

\_\_\_\_\_  
(Lawyer's Printed Name)

\_\_\_\_\_  
(Lawyer's Printed Name)

[Attach Affidavit of Execution for any Self-Represented Party]

**BINDING JUDICIAL DISPUTE RESOLUTION (JDR) AGREEMENT**

DOCKET NO. \_\_\_\_\_

CFC: \_\_\_\_\_

**FOR OFFICE USE:**

*TRIAL CO-ORDINATOR confirmed and tentatively booked for the dates of:*

AGREEMENTS SUBMITTED:                      Applicant(s): \_\_\_\_\_                      Respondent(s): \_\_\_\_\_

AGREEMENTS NOT SUBMITTED:                      Applicant(s): \_\_\_\_\_                      Respondent(s): \_\_\_\_\_

PRE BJDR DATE: \_\_\_\_\_                      TIME: \_\_\_\_\_

COURTROOM: \_\_\_\_\_

BJDR DATE: \_\_\_\_\_                      TIME: \_\_\_\_\_

COURTROOM: \_\_\_\_\_                      LENGTH: \_\_\_\_\_

RETURN BJDR FOLLOW-UP DATE: \_\_\_\_\_                      TIME: \_\_\_\_\_

COURTROOM: \_\_\_\_\_                      LENGTH: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*Non-Presiding Justice of the Peace*

**Other Dates Offered by the Trial Coordinator:**

1. \_\_\_\_\_                      2. \_\_\_\_\_

2. \_\_\_\_\_                      4. \_\_\_\_\_

**JUDICIARY:**

Approved

Rejected

Holding Pending Special Instructions

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , \_\_\_\_\_

By the Honourable  
Justice:

Signature of Justice: \_\_\_\_\_

Special Instructions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reasons for Rejection:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_