

Cross-jurisdictional Legislative Comparison of Prompt Payment and Adjudication Regimes Across Canada

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1. INTRODUCTION

Across Canada, the construction industry plays an essential role in the strength and growth of federal and provincial economies. The intimate connection between the functioning of the construction industry at all levels and the state of the law which governs day-to-day operations must not be understated. Problems related to late payment and ineffective systems of dispute resolution have been central topics discussed among industry professionals, policy makers and legal practitioners for many years, as reflected in the strong movement towards the development and implementation of prompt payment and adjudication regimes provincially and federally.

In 2019, with the introduction of the *Construction Act* (“CA”),¹ Ontario became the first province to enact prompt payment and adjudication legislation. In subsequent years, the focus on statutorily imposed prompt payment timelines and adjudication have gained significant momentum. Several provinces have now tabled, enacted or are in the process of establishing mandatory payment deadlines and processes of adjudication with the goal of supporting the shorter resolution of disputes. While it is arguably only a matter of time before all jurisdictions in Canada adopt some form of prompt payment and adjudication legislation, the current *Builders Lien Act*,² fails to adequately support the efficient flow of payment down the construction pyramid in British Columbia. Despite efforts to generate more progress on the introduction of prompt payment legislation in British Columbia, as reflected for example in the recommendations made in the *Report on The Builders Lien Act*, published by the British Columbia Law Institute in July of 2020, currently no new legislation has been tabled.³

The comparative analysis below considers key features of existing prompt payment and adjudication regimes in Canada, either as actively in force pieces of legislation, or as pieces of legislation which have been tabled or have received Royal Assent but are not yet in effect. The following sections contain a summary overview of the central framework of the various regimes, highlighting key similarities and differences of the same, as well as “Drafting Notes” which may be used to guide the development of a new legislative scheme. These sections are followed by corresponding Exhibits containing detailed comparative tables including summarized and exact language provided in each jurisdiction’s legislation. Importantly, references to “Line” numbers in the respective comparative Exhibit tables are included throughout the following analysis so that nuances existing between various regimes can be easily located and analyzed.

Ultimately, the purpose of this cross-jurisdictional comparison is to provide a starting point, whereby inefficiencies and benefits of previously drafted or implemented legislation may be identified, examined and proactively considered when developing new legislation in British Columbia. While the regimes outlined below strongly resemble one another, important nuances exist which should be considered by legislative drafters in designing a system that fits the needs of members of the construction industry in British Columbia.

¹ [Construction Act, R.S.O. 1990, c. C.30 \[“CA”\]](#).

² [Builders Lien Act, \[SBC 1997\] CHAPTER 45](#).

³ [British Columbia Law Institute \(2020\) “Report on The Builders Lien Act”](#).

2. APPLICABLE LEGISLATION AND TRANSITIONAL RULES

This section provides an overview of the application of tabled or implemented prompt payment and adjudication legislation in Canada and a review of the transitional rules contained within. While the rules related to the application of, and transition to, the new prompt payment and adjudication regimes in Canada are similar, they are not identical. It should be noted that British Columbia, Prince Edward Island, and Newfoundland and Labrador do not appear to have plans of developing or tabling prompt payment and adjudication legislation at this juncture, and therefore are not reflected in the table analyses below.

2.1 Jurisdictional Overview

Ontario

In 2019, Ontario became the first province to implement prompt payment legislation in Canada, establishing a regime under the CA and related Regulations⁴ which have served as both a model and source of learning for other jurisdictions modernizing their own legislation. While Ontario has adopted a gradual transition approach to the new CA to allow time for members of the industry to adjust to the new regime in phases, uncertainty and confusion remains as some major projects in the province are still governed by the previous *Construction Lien Act* (“CLA”).⁵

Generally, where a contract or procurement process was entered into or initiated on or after October 1, 2019, provisions contained in the CA related to prompt payment and adjudication will apply. However, the CLA continues to apply where a contract for the improvement was entered into before July 1, 2018; where an owner’s procurement process was commenced prior to July 1, 2018; or where the premises are subject to a lease entered into before July 1, 2018.⁶ With respect to contracts where procurement was commenced on or after July 1, 2018, but prior to October 1, 2019, provisions of the CA apply except for the prompt payment and adjudication rules.⁷

Prompt payment is mandatory for most projects subject to the CA, except for example, with respect to certain federal projects as described in s.1.1(2.1) of the CA. Ontario’s mandatory adjudication process applies to almost all projects, except certain matters which are explicitly not subject to adjudication under Part II.1 of the CA.⁸ Notably, parties are prohibited from commencing adjudication after the completion of a construction contract or subcontract.⁹

⁴ [O. Reg. 306/18: Adjudications Under Part II.1 Of The Act](#), [O. Reg. 304/18: General](#), [O. Reg. 303/18: Forms](#).

⁵ [Construction Lien Act, R.S.O. 1990, c. C.30](#) [“CLA”].

⁶ CA, s.87.3(1).

⁷ CA, s.87.3.

⁸ CA, 1.1(2.2).

⁹ CA, s.13.5(3).

Alberta

In Alberta, amendments to what is now the *Prompt Payment and Construction Lien Act* (“PPCLA”),¹⁰ came into force on August 29, 2022. Contracts entered into before the coming into force of the new amendments are governed by the former provisions until expired, terminated or amended in order to conform to the new provisions.¹¹ Contracts entered into before this date must be amended to comply if they are scheduled to remain in effect beyond August 29, 2024.¹² This means that the old provisions will generally be applicable to contracts entered into before the coming into force of the new PPCLA and related Regulations;¹³ however, contracts which are scheduled to remain in effect for longer than two years following the coming into force of the PPCLA must be amended to comply with the new provisions. While certain projects, including government contracts, or those defined as “public works”, and agreements to finance and undertake an improvement by the Crown or Province of Alberta are exempt from the PPCLA’s application,¹⁴ this legislation does apply to engineers and architects hired to act in a consultative capacity with respect to an improvement.¹⁵

Saskatchewan

With the coming into force of the *Builders’ Lien (Prompt Payment) Amendment Act*,¹⁶ and *The Builders’ Lien Regulations* (“BLA Reg 1”),¹⁷ on March 1, 2022, Saskatchewan became the second Canadian province or territory to introduce a prompt payment regime and system of mandatory adjudication. Strong parallels can be seen between the amended *Builders’ Lien Act* (“BLA”)¹⁸ and Ontario’s CA, particularly in the way both provinces have incorporated most of the prompt payment and adjudication frameworks into their main statutes rather than in the regulations made under the statute as seen in Alberta and Manitoba.

Generally, if a contract or improvement was entered into before March 1, 2022, or if the premises with respect to the improvement is subject to a lease entered into before March 1, 2022, the *Builders’ Lien Act* and *The Builders’ Lien Regulations* as they existed as of February 28, 2022, will apply. This is true regardless of whether a subcontract is entered into after the March 1, 2022 date if the main contract was entered into before March 1, 2022.¹⁹ Rules related to prompt payment and adjudication in Saskatchewan apply to most contracts and subcontracts entered into after March 1, 2022, except for: 1) persons who enter into a contract for services or materials for any improvement with respect to a mine or mineral resource; 2) architects, engineers and land surveyors; and 3) persons who enter into a contract for services or materials with respect to an improvement related to infrastructure in connection with the generation, transmission or distribution of electrical energy.²⁰

¹⁰ [Prompt Payment and Construction Lien Act, RSA 2000 Chapter P-26.4.](#)

¹¹ PPCLA, s.74(2).

¹² PPCLA, s.74 (3) and PPCLA Regulation, s.37.

¹³ [Prompt Payment and Adjudication Regulation](#), AR 23/2022 [“PPCLA Regulation”], [Prompt Payments and Construction Lien Forms Regulation](#), AR 51/2002 [“Forms Regulation”].

¹⁴ Such projects are subject to the [Public Works Act, P-46 RSA 2000](#) [“Public Works Act”].

¹⁵ PPCLA Regulations, s.35.

¹⁶ [Builders’ Lien \(Prompt Payment\) Amendment Act, 2019, SS 2019, c 2.](#)

¹⁷ [The Builders’ Lien Regulations, RRS c B-7.1 Reg 1](#) [“B-7.1 Reg 1”].

¹⁸ [Builders’ Lien Act, B-7.1](#) [“BLA”] and [Builders’ Lien \(Prompt Payment\) Amendment Act, 2019](#). These links provide access to consolidated versions of the BLA and the Amendments Act. Original versions should continue to be consulted.

¹⁹ BLA, s.105(1).

²⁰ BLA Reg 1, s.5.1.

New Brunswick

The Office of the Attorney General in New Brunswick published Law Reform Notes #42 in July of 2019 and Law Reform Notes #43 in April of 2020, recommending that the *Mechanics' Lien Act*²¹ be reformed, and prompt payment and adjudication regimes be introduced in two phases. As part of phase one, the *Construction Remedies Act*²² and *General Regulations*²³ were introduced and came into force on November 1, 2021. This had the effect of repealing and modernizing existing legislative provisions related to liens, trusts, holdbacks, substantial performance, and security bonds. The *Construction Prompt Payment and Adjudication Act* (“CPPAA”)²⁴ was introduced as part of the second phase and received Royal Assent June 16, 2023. This Act is not yet in force but will create a prompt payment and adjudication regime applicable to all contracts and sub-contracts entered after the coming into force of this statute, and the related supply of services and materials unless excluded by regulation.²⁵

Manitoba

In Manitoba, *Bill 38: The Builder's Liens Amendment Act (Prompt Payment)*²⁶ (“BLAA”), received Royal Assent May 30, 2023, amending *The Builders' Lien Act*²⁷ to include prompt payment and adjudication frameworks. Once in force, these amendments will apply to owners, contractors, and subcontractors who are subject to the lien and trust remedies under the BLAA in relation to contracts and subcontracts entered on or after the date the amendments come into force. Distinct from other jurisdictions, prompt payment and adjudication provisions will not apply to professional fees and charges for engineers and architects in this province. The BLAA also provides that transitional matters will be addressed in the regulation, although these have not been published yet.

Federal

The *Federal Prompt Payment for Construction Work Act*²⁸ (“FPPCW”) creates a prompt payment regime for federal construction projects. Although this legislation is not in force currently, it received Royal Assent on June 21, 2019. Additionally, the proposed *Federal Prompt Payment for Construction Work Regulations*²⁹ were posted on the Canada Gazette on February 25, 2023, and have been incorporated into the comparative tables included herein for reference. While the FPPCW is applicable to construction projects owned by the Federal Government, the Governor in Council is provided with the power to exempt

²¹ [Mechanics' Lien Act, RSNB 1973, c M-7.](#)

²² [Constriction Remedies Act, SNB 2020, s 29.](#)

²³ [General, NB Reg 2021-81.](#)

²⁴ [Construction Prompt Payment and Adjudication Act, 2023, c.15](#) (“CPPAA”). (Assented to June 16, 2023 – Regulations under this Act have not been finalized). **NOT IN FORCE.**

²⁵ CPPAA, s.3 and s.4.

²⁶ [The Builders' Liens Amendment Act, S.M. 2023, s.30](#) (“BLAA”) (Assented to May 30, 2023 – Regulations Under this Act have not been finalized). **NOT IN FORCE.**

²⁷ *The Builders' Lien Act*, R.S.M. 1987, c. B91.

²⁸ [Federal Prompt Payment for Construction Work Act \(S.C. 2019, c. 29, s. 387\)](#) (“FPPCW”) (Assented to June 21, 2019).

[Federal Prompt Payment for Construction Work Regulations](#). (“Dispute Resolution Regulation” and “Criteria Regulation”). **NOT IN FORCE.**

²⁹ [Federal Prompt Payment for Construction Work Regulations \(Criteria, Time Limits, Interest and Circumstances\).](#)

projects in provinces where the applicable provincial prompt payment and adjudication regimes are reasonably like the provisions contained in the FPPCW.³⁰

Nova Scotia

In Nova Scotia, Bill NO. 119³¹ which received Royal Assent on April 12, 2019, and Bill NO. 211³² which received Royal Assent November 9, 2022, once in force will have the effect of amending and renaming existing legislation the *Builders' Lien and Prompt Payment Act*. It appears the government in Nova Scotia will follow the Alberta model and publish regulations prescribing amendments related to prompt payment and adjudication procedure, payment timelines, and details pertaining to notices of non-payment, rather than incorporating specific requirements into the main statutes directly.

Applicable Legislation and Transitional Rules Drafting Notes

Broad “Carve-outs” in Regime Application.³³ The contrast between the application of the prompt payment and adjudication regimes in Ontario, Alberta and Saskatchewan is an important point of analysis. In Ontario, prompt payment legislation applies to projects of all sizes, from individual homeowners to large general contractors and developers.³⁴ The purpose of the broad application of the prompt payment and adjudication rules in Ontario is largely to facilitate widespread transparency and stability throughout all sectors of the industry by mandating timelines for payment applicable to most construction contracts, public or private. Further, as evidenced in the *2022 Annual Report*, published by the Authorized Nominating Authority under the CA, Ontario Dispute Adjudication for Construction Contracts (“ODACC”), adjudication has been used as a means of achieving more efficient and cost-effective dispute resolution in a wide range of industry sectors, including Industrial, Public Buildings, Residential, and Transportation and Infrastructure.³⁵ While the Annual Report for ODACC’s 2023 fiscal year has yet to be posted, it is anticipated that a significant increase in the number of adjudications in all sectors, public, commercial and residential, will be reflected within.

Alberta and Saskatchewan have taken a different approach and created specific carveouts exempting certain projects and actors from the application of the new prompt payment and adjudication legislation.³⁶ For example, if the prime contract is with the Provincial Government in Alberta, prompt payment will not apply at any level of the construction pyramid.³⁷ A key problem with this approach is that the only assurance provided to industry members with regard to timely payment when participating in public works projects is provided within the existing *Public Works Act*, or in the Province’s standard form and negotiated contracts.³⁸ Similarly as noted above, Saskatchewan provides exemptions for certain actors including

³⁰ FPPCW, s.6(1)

³¹ [Bill NO 119](#), *An Act to Amend Chapter 277 of the Revised Statutes, 1989, The Builders' Lien Act* (Assented to April 11, 2019 – Regulations not yet finalized). **NOT IN FORCE**.

³² [Bill NO. 211](#), *An Act to Amend Chapter 277 of the Revised Statutes, 1989, The Builders' Lien Act* (Assented to November 9, 2022 – Regulations not yet finalized).

³³ See Appendix B, Line 3 “Application of This Legislation” and Line 4 “Non-Application of This Legislation”.

³⁴ CA s.1.1(1).

³⁵ ODACC, *2022 Annual Report*, “Table 5 Number of Adjudications completed in the 2022 Fiscal Year By Geographical Area and Industry Sector”, pp. 22.

³⁶ See PPCLA, s.1.1.

³⁷ PPCLA, s.1.1(2)).

³⁸ *Public Works Act*.

persons who enter into a contract for services or materials for any improvement with respect to a mine or mineral resource, architects, engineers and land surveyors, and persons who enter into a contract for services or materials with respect to an improvement related to infrastructure in connection with the generation, transmission or distribution of electrical energy.³⁹

In considering which approach should be adopted in British Columbia, it is important to recognize that when prompt payment and adjudication legislation provides exemptions in application of such regimes, existing issues present throughout the construction industry on projects subject to exemption remain largely unaddressed. While the CA in Ontario is not perfect, adopting a system like the one applicable in Alberta or Saskatchewan, with large exemptions in their application, may have an effect similar to that of continued inaction in certain instances. Adopting a broadly applicable framework like the one present in Ontario, with important modification to suit the needs of members in British Columbia and proactively address issues which may be seen in that jurisdiction presently, will provide for a more robust and reliable framework for industry members.

3. PROMPT PAYMENT

For many years, late payment has existed as a systemic problem throughout construction industries across Canada. Issues related to payment delay arise generally in the normal course of payment to contractors, subcontractors, and suppliers, or where disputes arise among parties during a construction project. Statutorily imposed prompt payment timelines and frameworks enacted and contemplated across Canada are motivated by the goal of alleviating payment delays down the construction pyramid. The mandatory nature of the prompt payment process operates such that parties cannot contract out of these rules. Although the prompt payment regimes outline below closely resemble one-another, key distinctions have been identified.

3.1 Initiation of Prompt Payment Timelines: Delivery of a “Proper Invoice”

Delivery of a “Proper Invoice”

A central feature of prompt payment legislation is the implementation of tight deadlines for notices and payment which cascade down the construction pyramid. Across Canadian jurisdictions, mandatory prompt payment timelines are triggered by the delivery of a “proper invoice” from a contractor to an owner.⁴⁰ For a proper invoice to be valid and start the running of the payment clock, it must comply with the technical requirements established in each respective piece of legislation and other requirements specified in applicable contracts.

Notably, the language of the itemized requirements of a proper invoice in each Canadian jurisdiction are very similar. While these rules are intended to ensure the payment process is simple and straightforward, certain requirements identified below present challenges in the application of these rules.⁴¹

³⁹ BLA Reg 1, s.5.1.

⁴⁰ Appendix B, Line 1 “Initiating Process / Prompt Payment ‘Trigger’”.

⁴¹ Appendix B, Line 2 “Proper Invoice Requirements”.

Delivery of a “Proper Invoice” Drafting Notes

“The Period” Covered by an Invoice.⁴² In each jurisdiction, except for projects governed by the FPPCW, a valid proper invoice must contain reference to “the period” the invoice covers. This requirement does not recognize that milestone payments are a possibility under these statutes in place of monthly progress billing. In drafting future sections, this possibility should be incorporated.

“The Authority” Under Which Materials and Services Were Supplied.⁴³ Each jurisdiction provides for the requirement that the “authority” under which the materials or services were supplied be identified in the proper invoice given to an owner to be valid. This might mean a reference to or description of the contract itself, or for example, to a change order, as this term is not clear. In drafting related sections, it would be preferable to simplify the description of what is required.

“Name” of the “Person” to Whom Payment is to be Made.⁴⁴ For a proper invoice to be considered valid, the name of a specific person who is to receive payment is included in each jurisdictions’ requirements for a proper invoice, except for those required under the FPPCW. This is an exceedingly rare occurrence in practice and renders almost every invoice submitted to be “improper”. In drafting future sections, the wording of such a clause should be modified to allow for the provision of payment instructions more generally on the invoice, such as to the accounts receivable department, rather than a requirement to name an individual.

An Improper Invoice Fails to Trigger the Prompt Payment Clock.⁴⁵ In each jurisdiction, contractors are required to give a proper invoice to the owner monthly, subject to specific limitations provided for in the relevant statutes. Critically, the submission of an “improper invoice”, that is one which does not comply with the requirements of a proper invoice in each jurisdiction, does not trigger the clock running on any payment obligation on the part of the owner or any other requirements turning on the date of submission of the proper invoice. Because there is no obligation on the owner to inform the contractor that they consider the invoice submitted to be improper and why, a contractor may expect payment in accordance with the dates set out in the legislation. However, in the absence of a proper invoice being submitted, the time period for the owner to pay never actually starts, thus the owner has no obligation to pay or give a notice of non-payment.

This widespread problem is common among prompt payment regimes in Canada, but may be remedied in part with the addition of a definition of “improper invoice” to each respective legislative scheme. Additionally, language should be inserted requiring an owner to object to the invoice submitted by a contractor as being “improper” within 5 days of receipt, failing which the invoice submitted by the contractor will be deemed to be considered “proper”. It is recommended that a form be created for the purpose of notifying the contractor that the form of invoice submitted is considered to be improper and needs correction (i.e. a “Notice of Improper Invoice”), and that timing for payment and other steps should

⁴² See Appendix B, Line 2 “Proper Invoice Requirements”.

⁴³ See Appendix B, Line 2 “Proper Invoice Requirements”.

⁴⁴ See Appendix B, Line 2 “Proper Invoice Requirements”.

⁴⁵ See Appendix B, Line 3 “Giving of Monthly Invoice Requirements”.

run from the date of submission of the corrected invoice unless the owner consents to the date being the date of the original submission of the improper invoice.

Revision of Proper Invoice.⁴⁶ Note that while each provincial jurisdiction provides that an invoice may be revised by a contractor after a proper invoice has been provided to an owner in certain circumstances, Ontario and Alberta are the only two provinces which have not specified that the owner must agree *in advance* to the revision. For the purposes of clarity, this language may be added to future provisions.

3.2 Timelines for Payment and Notice Obligations

Timelines for Payment

While some variation exists between jurisdictions, generally the following prompt payment timelines have been adopted:

1. **Triggering Event (Day 0):** A “proper invoice” is delivered by a contractor to an owner.⁴⁷
2. **Owner to contractor (Day 28):** An owner must pay the contractor in full within 28 days of receiving the proper invoice.⁴⁸
3. **Contractor to subcontractor (Day 35):** A contractor who receives full payment from an owner must pay its subcontractors whose invoices were included in the proper invoice within 7 days of receiving payment from the owner.⁴⁹
 - a. **Note alternate language under the FPPCW:** The FPPCW provides uniquely that contractors must pay each of its subcontractors no later than the 35th day after the day on which the proper invoice is received by Her Majesty or a service provider.
4. **Subcontractor to subcontractor (Day 42):** A subcontractor must pay sub-subcontractors within 7 days of receiving payment from the contractor. In each jurisdiction, the payment process from a subcontractor to their subcontractor resembles the payment process from contractor to subcontractor.⁵⁰
 - a. **Note alternate language under the FPPCW:** The FPPCW provides uniquely that a subcontractor must pay each of its subcontractors within 42 days of the proper invoice being received by Her Majesty or the service provider.
5. **Subcontractor to sub-subcontractor(s) (Day 49):** Sub-subcontractors must pay sub-subcontractors, and so on down the construction pyramid as may be the case on a particular project, within 7 days of receiving payment from the subcontractor.⁵¹

The payment timeline summary reflected above assumes that no notices of non-payment have been delivered. The numbers included in the brackets provide an indication of how many days it may take for payment to flow down the payment chain of the construction pyramid.

⁴⁶ See Appendix B, Line 7 “Revision of Proper Invoice”.

⁴⁷ See Appendix B, Line 1 “Initiating Process / Prompt Payment “Trigger”.

⁴⁸ See Appendix C, Line 2 “When is Payment Due”.

⁴⁹ See Appendix C, Line 8 “Contractor Receives Full or Partial Payment of a Proper Invoice”.

⁵⁰ See Appendix C, Line 16 “Subcontractor Receives Full or Partial Payment of a Proper Invoice”.

⁵¹ See Appendix C, Line 25 “Application Down the Subcontracting Chain”.

Importantly, Nova Scotia has yet to define exact prompt payment timelines by regulation, although they will likely follow a similar pattern as indicated above.

Withholding Payment: Timelines and Obligations

A statutory right to deliver a notice of non-payment is given to payors who are required to comply with the requirements for the delivery, timing and contents of such a notice. This means that payors are bound by the prompt payment timelines indicated above unless all or part of a contractor or subcontractor's entitlement to payment is disputed, or where an owner has failed to pay the contractor some or all of the invoice amount. Conditional payments are therefore regulated by the notice provisions established under the prompt payment regime rather than through pay-when-paid or pay-if-paid clauses contained in a contract for example. If a statutory right to deliver notice of non-payment is exercised, payment deadlines are suspended by the delivery of a proper notice of non-payment.

Generally, to dispute a proper invoice and refuse to pay either all or a portion of an amount payable in each jurisdiction, the payor owner, contractor or subcontractor must:

- 1) issue a notice of non-payment within the specified time limits;
- 2) issue a notice in the form prescribed by the statute and/or regulations;
- 3) detail the amount which will not be paid as well as the reasons for non-payment;
- 4) and pay all amounts which are not subject to the notice pursuant to the regularly applicable prompt payment timelines.

The following time limits have been prescribed with respect to when a notice of non-payment must be delivered to give effect to a payors statutory right to dispute or withhold payment:

- 1) **Delivery of notice of non-payment by an owner:** Under each provincial regime, an owner must deliver a notice of non-payment within 14 days of receipt of the proper invoice. Under the FPPCW, an owner is required to deliver a notice of non-payment within 21 days.⁵²
- 2) **Delivery of notice of non-payment by a contractor:** Under each provincial regime, a contractor must give notice of non-payment within 7 days of receiving a notice of non-payment from an owner, or if no notice is given by an owner, within 35 days after giving the proper invoice to the owner. Under the FPPCA, a contractor must deliver notice of non-payment within 28 days.⁵³

While notices of non-payment must include the required information defined in each applicable statute and circumstance, generally these notices must:

- 1) state that the amount payable is not being paid due to non-payment by an owner, contractor or subcontractor;
- 2) specify the amount not being paid; and,

⁵² See Appendix C, Line 4 “Notice of Non-Payment / Dispute Time Requirements”.

⁵³ See Appendix C, Line 13 and Line 21 “Timing of Notices of Non-Payment”.

- 3) if applicable, must include an undertaking to refer the dispute to adjudication within 21 days after giving notice.⁵⁴

Typically, if a contractor or subcontractor's entitlement to payment is disputed by the payor, the notice must specify the amount that is not being paid and detail all of the reasons for non-payment. Parties may also be required to send a copy of the notice of non-payment to the owner. Notably, the prescribed forms and methods of service for notices of non-payment at each level of the construction pyramid varies among some jurisdictions. For example, Saskatchewan provides for specific methods for service of notices of non-payment at each level of the construction pyramid, including personal service, email, fax, or registered mail.⁵⁵ This is distinct from the regime in Ontario under the CA which contains a general provision outlining how notice must be given.

Requirements to pay by the applicable deadlines and the ability to suspend payment by giving notice of non-payment continues to apply to subcontractors further down the payment chain.⁵⁶ The standard timelines for payment under each regime continue to apply to any amount payable under the proper invoice that is not the subject of a notice.⁵⁷

Remedies Available in Situations of Non-Payment

If the prompt payment requirements are not complied with by a payor under the Act, mandatory interest will be charged on amounts not paid and payees become entitled to exercise their right to initiate adjudication. Interest which may accrue on unpaid amounts in each respective jurisdiction will be determined either by the higher of the applicable contract, or in accordance with the applicable rate outlined in each statute.⁵⁸ Parties may also be entitled to suspend performance of the work under the contract if the payor fails to respect a decision issued by an adjudicator.⁵⁹

Timelines for Payment and Notice Obligations Drafting Notes

Contracts Deemed to Conform.⁶⁰ Prompt payment has created a statutory payment regime that supplants contractual payment terms regarding the timing of payment of invoices. The intention of this regime was to shorten, by statute, the typical payment terms experienced in the industry; however, parties to a contract or subcontract may choose to agree upon payment periods that are shorter than the periods prescribed in the relevant prompt payment sections across Canada. Uncertainty is created by provisions such as s. 5(1) of the CA, and related provisions in Saskatchewan, New Brunswick and Manitoba, which seem to significantly constrain such freedom of contract. The wording of these sections, although not identical, appear to suggest that any contract or subcontract that specifies a shorter payment period than that provided under the prompt payment framework may be deemed to be "amended" so as to conform with the new legislation. In drafting new prompt payment legislation in British Columbia, the wording of such a provision

⁵⁴ See Appendix C, Line 11 "Notice of Non-Payment if Owner Does Not Pay", and Line 19 "Notice of Non-Payment if Contractor Does Not Pay".

⁵⁵ See Appendix C, Line 5 "Notice of Non-payment / Dispute Form Requirements".

⁵⁶ See Appendix C, Line 25 "Application Down the Subcontracting Chain".

⁵⁷ See Appendix C, Line 6 "Requirement to Pay Remaining Amount".

⁵⁸ See Appendix C, Line 27 "Interest on Late Payments".

⁵⁹ See Appendix I, Line 6 "Suspension of Work".

⁶⁰ See Appendix C, Line 1 "Contracts Deemed to Conform".

should be amended to treat the payment periods under the prompt payment framework as maximums, allowing the parties to agree to shorter periods.

Obligation to Include the Full Value of Work Performed by a Subcontractor in an Invoice Needed.⁶¹

Under the prompt payment regimes in this table, the key triggering event which leads to cascading payment down the construction pyramid is the payment by the owner of the proper invoice submitted by the contractor. However, in the case of either full or partial payment by an owner, the precondition to a subcontractor's entitlement to payment is that the services and materials that the subcontractor supplied were part of the proper invoice submitted by the contractor. If the contractor elected to invoice the owner for only a small fraction of the actual subcontractor work performed, or not to invoice for it at all (perhaps under agreement with the owner), then the subcontractor has no entitlement to demand payment from the monies (if any) subsequently received from the owner.

Further, the wording of sections setting out the payment obligations of a contractor to a subcontractor, such as s.6.5(1) of the CA for example, are unclear as to what the "amount payable" to the subcontractor is. It appears that the prompt payment regimes detailed herein intend for this amount to be that which is received from the owner on account of the subcontractor's work, whether or not it represents the full amount the subcontractor considers to be due and owing. However, the benefit to subcontractors of the prompt payment system could be defeated if the contractor does not in fact include in the proper invoice the full value of the work performed by the subcontractor in the preceding period. In drafting similar provisions, it is recommended that the prompt payment rules include an express obligation on the contractor to include the full undisputed value of the services and materials supplied by all subcontractors during the invoice period in the proper invoice given to the owner.

Invoice by a Subcontractor to a Contractor.⁶² It is unclear whether an invoice must first be given by the subcontractor to the contractor for the contractor to "carry" the value of that work in the proper invoice given to the owner in the regimes outlined below. The current rules do not require a subcontractor invoice to be given to the contractor (whether also "proper" or not) as a prerequisite for the subcontractor getting paid from the monies the contractor receives from the owner. Newly drafted legislation should include a requirement that the contractor invoice for the full undisputed value of the services and materials supplied by the subcontractor in the proper invoice. The qualifier "undisputed" would allow the contractor the ability to avoid having to invoice the owner amounts claimed by the subcontractor which the contractor itself disputes.

The Subcontractor's Obligation to Pay Despite Non-payment by a Contractor.⁶³ These sections are meant to operate such that payor contractors and subcontractors are required to pay their subcontractors regardless of whether they themselves have received full payment; however, these sections are subject to the ability of a payor to withhold payment.⁶⁴ In each jurisdiction, payors are required to provide an undertaking to refer the matter to adjudication within 21 days of giving a notice of non-payment. In effect

⁶¹ See Appendix C, Line 2 "When is Payment Due" and Line 8 "Contractor Receives Full or Partial Payment of a Proper Invoice; When is Payment Due".

⁶² See Appendix C, Line 2 "When is Payment Due" and Line 8 "Contractor Receives Full or Partial Payment of a Proper Invoice; When is Payment Due".

⁶³ See Appendix C, Line 10 "Contractor's Obligation to Pay Despite Non-payment by Owner" and Line 18 "Subcontractor's Obligation to Pay Despite Non-payment by Contractor".

⁶⁴ See for example CA, s.6.5(5) and (6).

this means that if a payor does not received payment themselves, they may decline to pay their subcontractors if they promise to chase the money owed. The question therefore becomes, what is the obligation on a payor if they proceed to adjudication in accordance with the undertaking provided in the Notice of Non-payment, but the adjudicator finds that no money is owed? Clarity should be provided in future legislation to deal with this question.

Lack of Crucial Information Among Subcontractors.⁶⁵ Across prompt payment regimes in Canada, subcontractors suffer from a lack of crucial information. For example, in the CA, there is no requirement that a subcontractor be informed of the date the proper invoice was submitted, despite the fact that s.6.6(5) requires them to make payment to sub-subcontractors 42 days after “the proper invoice was given to the owner”. Subcontractors cannot comply with this section without being given the necessary information about the submission date of the proper invoice by the contractor. Although the contractor is supposed to pay subcontractors no later than 7 days after receiving payment from the owner, there is no requirement on the part of the contractor to let subcontractors know payment has been received.⁶⁶ As a result, a contractor who receives payment from the owner as early as Day 10 may hold off until Day 35 (i.e., the last day) to pay subcontractors. Finally, if the contractor did not carry the subcontractor’s work in the proper invoice, there is no entitlement on the part of the subcontractor to receive a notice of non-payment from the contractor.⁶⁷

In drafting future legislation, it is important to recognize the challenge to solving information asymmetry which involves balancing the subcontractors’ right to information with the administrative burden for contractors if they have to proactively keep all subcontractors informed about everything happening. Nevertheless, a subcontractor cannot comply with the current requirements of s.6.6(5) of the CA, or related sections in other jurisdictions, without knowing when the proper invoice was submitted by the contractor to the owner. Accordingly, it is recommended that language be added to require a contractor to notify subcontractors of the date the proper invoice was given within a reasonable time after submission, such as 14 days.

4. ADJUDICATION

Statutory adjudication is an expedited form of dispute resolution focused on resolving payment disputes to facilitate the continued flow of money through the construction pyramid. Rules pertaining to adjudication are meant to work in tandem with prompt payment rules to provide a more flexible means of addressing disputes that arise during a construction project such as those related to notices of non-payment, change orders, the valuation of services and material under a contract, or other matters parties agree to adjudicate such as the refusal to certify substantial performance. Care should be taken in comparing the following adjudication regimes as distinctions exist in the requirements established under these rules, as well as the scope of their application.

Note that under the adjudication regimes in New Brunswick, Manitoba, Nova Scotia and federally, regulations pertaining to adjudication have not been finalized. Many rows which remain empty in the

⁶⁵ See Appendix C, Line 18 “Subcontractor’s Obligation to Pay Despite Non-payment by Contractor”.

⁶⁶ See for example CA, s.6.5(1).

⁶⁷ See for example CA, s.6.5(4) and (5).

comparative charts below will likely be provided for in future regulations, thus as the legislation pertaining to adjudication evolves in each jurisdiction, additional information may be added to the comparative analysis.

4.1 Duties, Powers, and Responsibilities of the Nominating (or Adjudication) Authority

The “Authority”

A key component of the adjudication regimes outline below is the establishment of a body responsible for overseeing and administering the adjudication process. While an Authority has not yet been appointed in all jurisdictions, the following bodies have been appointed pursuant to the governing prompt payment and adjudication legislation in each province:

- **Authorized Nominating Authority in Ontario:** Ontario Dispute Adjudication for Construction Contracts (ODACC) is empowered under the CA to act as the Authorized Adjudication Authority in Ontario.
- **Nominating Authority in Alberta:** ARCANA is a partnership between the Alternative Dispute Institute of Alberta (ADRIA), Alternative Dispute Resolution Institutes of Canada (ADRIC), and Royal Institute of Chartered Surveyors (RICS) in partnership as the ADR Institutes / RICS Construction Adjudication Nominating Authority (Alberta) and is empowered to act as the Nominating Authority in Alberta. Interestingly, Alberta is the only jurisdiction which also provides that the parties to a contract may designate in the contract a Nominating Authority to which a notice of adjudication must be submitted (PPCLA Regulations s.21(1) and 21(2)).
- **Adjudication Authority in Saskatchewan:** The Construction Dispute Resolution Office (SCDRO) is a not-for-profit corporation designated by the Minister to act as the official Authority in Saskatchewan under the BLA.

While the names, roles and responsibilities of the Authority in each jurisdiction are not identical, generally under each respective regime these bodies perform similar functions. For example, each Authority is responsible for tasks such as developing training programs for adjudicators, setting fees and costs associated with adjudication, appointing adjudicators, and regulating adjudicators. Authorities also perform tasks such as establishing codes of conduct which govern adjudicators, record keeping, maintaining registries of adjudicators, and producing annual reports.

Notably, Ontario has kept the most extensive data on adjudication to date, detailing for example how many adjudications have been conducted, the total amount of claims which have proceeded through adjudication and the total amount paid as a result of these processes. Information of this kind can be found in ODACC’s recently released third Annual Report which may be useful for other jurisdictions seeking to develop or improve upon their adjudication regimes.⁶⁸

⁶⁸ [Ontario Dispute Adjudication for Construction Contracts \(2022\) “2022 Annual Report”](#).

4.2 Availability of Adjudication

Each adjudication regime provides a list of matters which may be referred to by parties to a contract or subcontract to adjudication. Uniquely, both the Nova Scotia and Federal frameworks limit the availability of adjudication to payment disputes only. It should be noted that in most jurisdictions, a party may refer a matter to adjudication even if the matter is subject to a commenced court action or arbitration if a final determination has not been obtained. In Alberta however, the PPCLA specifically prohibits parties from referring matters to adjudication in situations where an action has already been commenced in court. Finally, in each provincial jurisdiction, parties are prohibited from commencing adjudication after the completion of a construction contract or subcontract.

Availability of Adjudication Drafting Notes

No Adjudication After Completion of a Subcontract.⁶⁹ Uncertainty is created in the provisions below in terms of when adjudication ceases to be available in the context of a subcontract as no definitions for “subcontract completion” are provided. Note that for the purposes of drafting new legislation in British Columbia, the inclusion of a provision similar to s.13.5(3) of the CA should be amended to clarify that “subcontract completion” refers to the date the subcontract was certified as being complete.

The Interaction Between Release of Holdback Timelines and Availability of Adjudication.⁷⁰ A key issue identified in Ontario should be considered in the process of developing a new regime for adjudication in British Columbia. Notably, the CA provides for two statutory holdbacks, including the basic holdback under s.22(1), and the finishing holdback under s.22(2). In Ontario, the date of release of the basic holdback under s.26 of the CA following substantial performance may not fall due until after completion of the contract, given the definition of completion under s.2(2) of the CA. The date of release of the finishing holdback under s.27 of the CA will definitely not fall due until after completion of the contract, as contract completion itself is the start of the 60-day lien expiry period. The ability to access adjudication after completion is contemplated by these holdback provisions; however, the fact that s.13.5(3) of the CA stops adjudication at the point of contract completion is at odds with these holdback provisions as well as the fact that s.13.5(1) of the CA specifically references non-payment of holdback as being a matter for adjudication.

While these section references are specific to the CA, other jurisdictions include similar holdback and adjudication provisions, thus this issue has potentially broad relevance. In drafting new but related clauses, to facilitate the adjudication of holdback release disputes following contract completion, the period in which access to adjudication is available should be extended beyond contract completion. Since holdback is supposed to be paid after the 60-day lien expiry period, it would make sense to allow a period of 90 days to bring an adjudication over non-payment of holdback for situations where the holdback was not paid.⁷¹

Availability of Adjudication After Contract Termination or Abandonment.⁷² It is unclear from the provisions outlined below whether adjudication is available after contract termination or abandonment. The consensus in Ontario has been that adjudication after termination should be permitted. In drafting future

⁶⁹ See Appendix E, Line 2 “Expiry of Adjudication Period”.

⁷⁰ See Appendix E, Line 2 “Expiry of Adjudication Period”.

⁷¹ See for example under CA, s.26 and 27.

⁷² See Appendix E, Line 2 “Expiry of Adjudication Period”.

legislation in British Columbia, it is important to note that the right to access adjudication should not be indefinite, but rather confined to a limited period of time following the termination event. In drafting new provisions of this kind, it is recommended that a general extension of 90 days be given to allow access to adjudication in all of these circumstances.

Adjudication to Address a Single Matter.⁷³ Various provinces include provisions providing that an adjudication may only address a single matter, unless the parties to the adjudication and the adjudicator agree otherwise.⁷⁴ Confusion emulates from the use of the word “matter” to refer both to the specific dispute in question and to the categories of types of disputes available for adjudication.⁷⁵ It is unclear from these sections whether the “single matter” refers to one of the types or categories listed in s.13.5(1) of the CA, or to only one instance of something falling into one of the listed categories. In future legislation drafted in British Columbia, this ambiguity may be resolved by revising the word “matter” in provisions like s.13.5(1) to “categories” or “issues” and expanding on what is meant by “single matter” in provisions like s.13.5(4) of the CA. Alternatively, the reference to a “single matter” in provisions like s.13.5(4) of the CA could be changed to “single dispute” in related provisions.

4.3 Adjudication Process and Procedures

An adjudication must be conducted in accordance with the adjudication procedures set out in each statute and applicable regulations. Adjudication procedures provided for in a contract or subcontract will apply to the extent that they are consistent with the legislative requirements of each regime. Notice that in provinces such as Ontario and Saskatchewan, the adjudicator may conduct the adjudication in the manner they determine appropriate in the circumstances.⁷⁶ The wording of these sections provides an adjudicator with flexibility to consider factors such as the amount in dispute, whether an oral hearing or site-visit is necessary, or how long the contract is to determine whether the adjudication should be conducted virtually or in person for example.

To refer a matter to adjudication, parties must provide notice of the adjudication in the prescribed form and manner as outlined in each jurisdiction. The delivery of such a notice by a party to the contract or subcontract operates to initiate the adjudication process. In most instances, if the same matter or related matters in respect of an improvement are the subject of disputes to be adjudicated in separate adjudications, the parties may agree to the adjudication of the disputes together by a single adjudicator as a consolidated adjudication. Parties must be aware of the specific form and service requirements of each jurisdiction to ensure that the adjudication process is initiated within the required time limits, and in accordance with the framework established by governing Adjudication or Nominating Authorities.

4.4 Selection of an Adjudicator and Delivery of Documents

In each provincial jurisdiction, parties to an adjudication may agree to an adjudicator or request that one be appointed; however, a provision in a contract or subcontract that purport to name a person as an adjudicator

⁷³ See Appendix E, Line 4 “Adjudication to Address a Single Matter”.

⁷⁴ See for example CA, s.13.5(4).

⁷⁵ See for example CA, s.13.5(1).

⁷⁶ CA, s.13.12(4) and BLA, s.21.42(4).

is of no force or effect.⁷⁷ Some regimes, including Ontario, Saskatchewan and Manitoba impose an obligation on the party who gave notice of adjudication to request that the Authority appoint an adjudicator in the event that the proposed adjudicator does not consent to adjudicate.⁷⁸ Interestingly, the federal adjudication framework *requires* that the parties jointly appoint an adjudicator.⁷⁹ Under each regime, the Authority will appoint an adjudicator within 7 days of receipt of request for appointment. In Alberta, the Authority must notify all the parties on the day an adjudicator is selected of the contact information of the adjudicator.⁸⁰

Generally, an adjudicator must receive the claimant's documents within 5 days of the appointment of the adjudicator. The regimes outlined below establish differing time requirements for the delivery of responding documents. For example, in Alberta, written responses must be received by the adjudicator within 12 calendar days of receiving the Claimant's documents, unless the adjudicator directs to provide responses earlier; however, in Ontario, an adjudicator will inform the Respondent as to when they must submit their supporting documents.⁸¹ Thus, Ontario provides the greatest amount of flexibility to adjudicators determining when documents from a responding party must be delivered. It is also noted that under the CA, Ontario provides unique consideration to the disclosure of documents in the context of adjudication.⁸² Usefully, the adjudication regimes in Ontario and Alberta require an adjudicator to notify the parties to the adjudication when the adjudicator has in their possession all documents and information required to make a determination.⁸³

4.5 Duties and Powers of an Adjudicator

The powers and duties of an adjudicator are prescribed in the applicable legislation outlined below. A defining feature of the adjudication process is the impartiality of the adjudicator.⁸⁴ While parties may provide for additional duties and powers within their contracts and subcontracts, these must not conflict with mandatory requirements defined in statute. As demonstrated below, the powers of an adjudicator are most extensively defined under the legislation applicable in Ontario, Saskatchewan and Manitoba. It is notable that while each province provides for the ability of an adjudicator to obtain the assistance of another person or construction professional such as an architect or engineer to enable them to determine better any matter of fact in question, only Ontario, Saskatchewan and Manitoba provide specifically for the issue of costs and consent to inspect a property associated with obtaining such help.⁸⁵

Duties and Powers of an Adjudicator Drafting Notes

Resignation of Adjudicator.⁸⁶ The provisions outlined at 4.5 Line 5 in Ontario, Alberta and Saskatchewan allow an adjudicator to resign if they determine that the matter is not eligible; however, these regimes do

⁷⁷ See Appendix G, Line 1 "Selection of Adjudicator" and Line 2 "Contracts or Subcontracts May Not Name an Adjudicator".

⁷⁸ See Appendix G Line 3 "Required to Request Appointment of an Adjudicator if Named Adjudicator Does Not Consent".

⁷⁹ FPPCW, s.17(1).

⁸⁰ PPCLA Regulation, s.22(3).

⁸¹ PPCLA Regulation, s.24(2) and O. Reg. 306/18, s.17.

⁸² CA, s.20(2).

⁸³ O. Reg. 306/18, s.16.1(3) and PPCLA Regulation, s.25(2).

⁸⁴ See Appendix H, Line 4 "Impartiality".

⁸⁵ See Appendix H, Line 1 "Powers of Adjudicator", Line 2 "Costs of Assistance", Line 3 "Consent Required to Conduct an On-site Investigation".

⁸⁶ See Appendix H Line 5 "Resignation of Adjudicator".

not contain a provision to allow a party to challenge the adjudicator's jurisdiction at the outset of the adjudication. Given the breadth of possible areas of jurisdictional challenge recognized by the courts some kind of challenge process is necessary. A process should be developed to provide clear guidance as to what jurisdictional matters the adjudicator can rule on with reference to the test found in the grounds for judicial review. It is also strongly recommended that the question of jurisdiction should be a matter of law. There should be no discretion. A strict standard of review will help ensure that applications for leave for judicial review stand a better chance of being granted and such improper determinations set aside, if the question is whether the decision of the adjudicator was wrong in law to take on the adjudication, not just whether it was merely "reasonable".

4.6 Adjudication Determinations

Delivery and Effect of Written Determinations

Written determinations generally must be delivered by an adjudicator within 30 calendar days of the adjudicator receiving the claimant's documents.⁸⁷ The timeline for providing written determinations may be extended if the circumstances and requirements specific to the rules in each jurisdiction are complied with.⁸⁸ Notably, the adjudication regimes in Ontario, Saskatchewan and Manitoba provide that an adjudicator may extend the deadline for their determination for a maximum of 14 days, or for a period of time as agreed upon by the parties.⁸⁹ Distinctly, the PPCLA Regulation in Alberta uniquely provides that the deadline for written determinations is for a maximum of 10 days; however, this deadline may be extended more than once.⁹⁰ Specific requirements related to notices of extension are provided under the adjudication regimes in Ontario, Saskatchewan and Manitoba, as is confirmation that determinations which are delivered late without valid extension will be considered invalid and of no force or effect.⁹¹ Notably, each jurisdiction provides for particular circumstances in which a determination of an adjudicator may cease to bind the parties, for example when an order is made by a court with respect to the issue.⁹²

Compliance with Determinations by an Adjudicator

The failure to make required payments provided for in an adjudicator's determination within the required time limits will cause interest to accrue on unpaid balances at a rate provided for in the relevant legislation referred to in each adjudication regime or at the rate specified in the contract or subcontract, whichever is higher, and may entitle the unpaid party to exercise the right to suspend work and recover reasonable costs of suspension and demobilization.⁹³

⁸⁷ See Appendix I, Line 1 "Determinations".

⁸⁸ See Appendix I, Line 2 "Timeline Extension of Determinations".

⁸⁹ See Appendix I, Line 2 "Timeline Extension of Determinations".

⁹⁰ PPCLA Regulation s.25(3).

⁹¹ See Appendix I, Line 3 "Notice of Extension" and Line 4 "Delayed Determinations".

⁹² See Appendix I, Line 12 "Binding Nature of Determinations".

⁹³ See Appendix I, Line 6 "Suspension of Work" and Line 9 "Interest on Late Payments; No Interest on Interest".

Adjudication Determinations Drafting Notes

Admissibility.⁹⁴ It is contemplated in both the CA at s.13.15(2) and CPPAA at s.33(2) that a dispute may be dealt with by either litigation in the courts or by arbitration following the adjudication. It also seems clear that the intent was that the adjudicator's decision is not binding on the subsequent court or arbitrator. However, concern has been expressed about the meaning of s.13.13(7) of the CA and s.28(2) of the CPPAA, and the intention behind these sections. The fear is that, despite the language of s.15 of the CA and s.33 of the CPPAA, and the very summary character of adjudication, the ability to submit "evidence" of the prior adjudication, including the reasons of the adjudicator, may have significant influence over the outcome of subsequent proceedings. It is possible that a judge or arbitrator may choose to give significant deference to the reasoning and determination of the adjudicator rather than solely consider the merits of the dispute based on the evidence before the court or the arbitral tribunal. The effect of this would be to turn what is meant to be a new hearing into something like an appeal of an original adjudication award which is not the intention of these sections. It is recommended that in drafting future comparable legislation in British Columbia for example s.13.13(7) of the CA and s.28(2) of the CPPAA, the language of the provision be clarified to indicate that while the fact of an adjudication having taken place may be given in evidence, no deference is to be given to the determination of the adjudicator.

Admissibility.⁹⁵ While the adjudication process is intended to be dispute-specific, there is undoubtedly value for parties to a dispute to see what adjudicators have decided in the past about similar issues. It is not that the past decisions should serve as binding precedents (nor should they influence the decision of a judge), but rather they can provide guidance to how an adjudicator may decide a case in the future. The establishment of a database of determinations which is accessible to the public would allow the gradual development of themes and principles.

Binding Nature of Adjudication Determinations.⁹⁶ In Alberta, New Brunswick and Nova Scotia, a determination is no longer binding on the parties as soon as a party applies for judicial review of the decision.⁹⁷ This is not the case in Ontario, Saskatchewan and Manitoba where an application for judicial review does not operate as a stay of the operation of the determination unless ordered otherwise by a court.⁹⁸ The result of this "no stay" provision is that parties may be required to comply with unreasonable determinations of an adjudicator, even in situations where there is a very high likelihood that the decision will be set aside on review.

Frivolous, Vexatious, etc.⁹⁹ An adjudicator is given discretion under the provisions detailed in Line 7 to require one party to pay the costs of the adjudication where the party has behaved in a way that is frivolous, vexatious, an abuse of process or other than in good faith. This is an important feature of the adjudication, not least because, unless the adjudication is frivolous or vexatious, parties will bear their own costs of adjudication.¹⁰⁰

⁹⁴ See Appendix I, Line 11 "Admissibility".

⁹⁵ See Appendix I, Line 11 "Admissibility".

⁹⁶ See Appendix I, Line 12 "Binding Nature of Determinations" and Line 13 "No Stay".

⁹⁷ See Appendix I, Line 12 "Binding Nature of Determinations".

⁹⁸ See Appendix I, Line 13 "No Stay".

⁹⁹ See Appendix I, Line 16 "Frivolous, Vexatious, etc.".

¹⁰⁰ See Appendix I, Line 15 "Parties Bear Own Costs and Fees".

4.7 Judicial Review of Determinations

An important feature of the adjudication regimes outlined below is the establishment of a process by which parties may seek judicial review of the determination of an adjudicator. While the specific forms and procedural requirements vary depending on jurisdiction, generally parties must seek leave by way of motion or application within 30 days of receiving the determination of an adjudicator.¹⁰¹ In each jurisdiction, determinations may only be set aside on judicial review if one or more of the grounds enumerated in each statute are established by the parties. While these grounds largely mirror each other in each jurisdiction, Saskatchewan and Manitoba provide for additional factors which are to be considered by a court in deciding whether a determination should be set aside, including the documents or materials considered by the adjudicators in coming to their determination, the determination at issue and other information considered relevant by the court.¹⁰² Beyond this, interesting differences exist between the regimes outlined here. For example, Ontario provides uniquely that a motion for leave for judicial review may be dismissed without reasons,¹⁰³ while Saskatchewan and Manitoba provide explicitly that if a determination is set aside on judicial review, the parties are prohibited from participating in another adjudication with respect to the same matter.¹⁰⁴

Judicial Review of Determinations Drafting Notes

When a Contract or Subcontract May “Cease to Exist”.¹⁰⁵ The wording of each provision specifying the grounds upon which parties may seek judicial review strongly resemble one another, suggesting the drafters in each jurisdiction drew upon the wording first established in s.13.18 of the CA.¹⁰⁶ Unfortunately, the drafters of these provisions in Ontario borrowed heavily from s.46(1) of the *Arbitration Act*.¹⁰⁷ For the purposes of the test for judicial review under s.13.18 of the CA, the drafters of the legislation simply substituted the reference to “the arbitration agreement” with “the contract or subcontract”. Critically, the reference to “contract” or “subcontract” under s.13.18(2) and related provisions is not a reference to an agreement between the parties to adjudicate but to the agreement to supply services and materials to the improvement.¹⁰⁸

The intent of the phrase “ceased to exist” appears to be directed towards the question of timing. If the contract, and its corresponding obligations, is “no more”, then adjudication should not be available. Determining when a contract has “ceased to exist” can be very difficult since contracts for construction often contain provisions such as warranty obligations which survive completion of the work itself for many years. As a result, the proper test for judicial review under ground #3 (or ground “c” in some other jurisdictions) should be whether the contract had come to an end within the meaning of the CA (or related legislation) at the time the adjudication occurred, not whether the contract had “ceased to exist”. In drafting

¹⁰¹ See Appendix J, Line 1 “Setting Aside on Judicial Review” and Line 2 “Timing”.

¹⁰² See Appendix J, Line 5 “Grounds for Judicial Review”.

¹⁰³ See Appendix J, Line 3 “Dismissal Without Reasons”.

¹⁰⁴ See Appendix J, Line 7 “Further Adjudication if Determination is Set-Aside”.

¹⁰⁵ See Appendix J, Line 5 “Grounds for Judicial Review”.

¹⁰⁶ See Appendix J, Line 5 “Grounds for Judicial Review”.

¹⁰⁷ *Arbitration Act*, 1991, S.O. 1991, c.17.

¹⁰⁸ See Appendix J, Line 5 “Grounds for Judicial Review”.

new legislation in British Columbia, it is recommended that language be included to give clarity as to what causes a contract to “cease to exist”.

5. CONCLUSION

In essence, the regimes outlined herein are composed of many individual pieces which together, form fundamental components of the overarching legal frameworks members of the construction industry operate within provincially and across Canada. While nuances exist among the various statutes, clear themes may be drawn from this comparative analysis in terms of the practical motivation behind the precise language of particular sections, as well as the purposes served through the introduction of prompt payment and adjudication at systemic policy levels. While the benefit of time has allowed for clear problem areas existing in other jurisdictions to be identified and addressed in future drafting, it is now time for action in British Columbia with the introduction of prompt payment and adjudication in this province.

**APPENDIX A: APPLICABLE LEGISLATION AND TRANSITIONAL RULES CROSS-
JURISDICTIONAL COMPARATIVE TABLE**

See attached.

Applicable Legislation and Transitional Rules							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Transitional Rules – Application of Former Acts	<p>The Construction Lien Act and Regulations as read on June 29, 2018 continue to apply with respect to an improvement if,</p> <p>a. a contract for the improvement was entered into before July 1, 2018;</p> <p>b. a procurement process for the improvement was commenced before July 1, 2018 by the owner of the premises; or</p> <p>c. in the case of a premises that is subject to a leasehold interest that was first entered into before July 1, 2018, a contract for the improvement was entered into or a procurement process for the improvement was commenced on or after July 1, 2018 and before the day subsection 19 (1) of Schedule 8 to the Restoring Trust, Transparency and Accountability Act, 2018 came into force (CA, s.87.3(1)).</p> <p>Clauses (1) (a) and (c) apply regardless of when any subcontract under the contract was entered into (CA, s.87.3(2)).</p> <p>Despite subsection (1), the amendments made to this Act by subsections 13 (4), 14 (4) and 29 (2) and (4) of</p>	<p>In this section,</p> <p>a. “former provisions” means the provisions of this Act as they read immediately before the coming into force of the Builders’ Lien (Prompt Payment) Amendment Act, 2020;</p> <p>b. “new provisions” means the provisions of this Act as they read on the coming into force of the Builders’ Lien (Prompt Payment) Amendment Act, 2020 (PPCLA, s.74(1))</p> <p>Any contract or subcontract entered into on or after the coming into force of the Builders’ Lien (Prompt Payment) Amendment Act, 2020 must conform to the new provisions (PPCLA, s.74(2)).</p> <p>Subject to the regulations, any contracts or subcontracts entered into prior to the coming into force of the Builders’ Lien (Prompt Payment) Amendment Act, 2020 are governed by the former provisions until expired, terminated or amended in order to conform to the new provisions (PPCLA, s.74(3)).</p> <p>For the purpose of section 74(3) of the Act, any contracts entered into prior to the coming into force of</p>	<p>If a contract for an improvement was entered into before the day on which <i>The Builders’ Lien (Prompt Payment) Amendment Act, 2019</i> came into force, this Act continues to apply with respect to that improvement as if <i>The Builders’ Lien (Prompt Payment) Amendment Act, 2019</i> were not in force, regardless of when any subcontract under the contract was entered into (BLA, s.105.1(1)).</p> <p>If the premises with respect to which an improvement is being made is the subject of a lease that was first entered into before the day on which <i>The Builders’ Lien (Prompt Payment) Amendment Act, 2019</i> came into force, this Act continues to apply with respect to that improvement as if <i>The Builders’ Lien (Prompt Payment) Amendment Act, 2019</i> were not in force (BLA, s.105.1(2)).</p> <p>Parts I.1 and II.1 apply with respect to contracts entered into on or after the day on which section 6 of <i>The Builders’ Lien (Prompt Payment) Amendment Act, 2019</i> comes into force, and with respect to subcontracts made under those contracts (BLA, s.105.1(3)).</p>	N/A	N/A	N/A	Sections 4B to 4J apply to contracts and subcontracts made on or after the date on which Sections 4B to 4J come into effect (Bill NO. 119, s.4K(1)).

<u>Applicable Legislation and Transitional Rules</u>							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	the Construction Lien Amendment Act, 2017 apply with respect to an improvement to a premises in which a municipality has an interest, even if a contract for the improvement was entered into or a procurement process for the improvement was commenced before July 1, 2018 (CA, s.87(3)).	<p>the Builders' Lien (Prompt Payment) Amendment Act, 2020 and scheduled to remain in effect for longer than 2 years after the coming into force of that Act shall be given 2 years from that date to be amended so that their terms are in compliance with the new provisions and this Regulation (PPCLA Regulation, s.37).</p> <p>The Mechanics Lien Act, 1960, SA 1960 c64, continues in effect and applies, notwithstanding its repeal, to any lien registered in a land titles office after June 30, 1961 and before July 1, 1970 (PPCLA, s.71(1)).</p> <p>The Mechanics' Lien Act, RSA 1955 c197, continues in effect and applies, notwithstanding its repeal, to any lien registered in a land titles office on or before June 30, 1961 (PPCLA, s.71(2)).</p>	An arbitration that was commenced pursuant to section 85, as that section existed on the day before the day on which <i>The Builders' Lien (Prompt Payment) Amendment Act, 2019</i> came into force, may be continued as if that section had not been repealed (BLA, s.105.1(4)).				
2. Authority to Make Regulations	The Lieutenant Governor in Council may make regulations respecting any matter necessary or advisable to carry out effectively the intent and purpose of this Act, including regulations, a. respecting anything that, under this Act, may or must be prescribed or done by regulation;	The Lieutenant Governor in Council may make regulations for the purposes of section 1.1, i. prescribing a class of professionals acting in a consultative capacity referred to in section 1.1(1); ii. respecting the application of any part or all of this Act to one	The Lieutenant Governor in Council may make regulations, a. defining, enlarging or restricting the meaning of any word or expression used in this Act but not defined in this Act; b. prescribing other information to be contained in a proper	The Lieutenant-Governor in Council may make regulations, a. respecting the application of the provisions this Act and the regulations to a project agreement referred to in subsection 3(1), including exempting project agreements from the	For the purpose of this Division, the Lieutenant Governor in Council may make regulations, a. prescribing the information required to be included in a proper invoice; b. prescribing the frequency with which proper invoices must be given to an owner;	The Governor in Council may, by order, designate a member of the Queen's Privy Council for Canada as the Minister for the purpose of this Act (FPPCW, s.3). The Minister may make regulations prescribing: a. the information referred to in section 8 and the form and manner in	N/A

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	<ul style="list-style-type: none"> b. prescribing forms and providing for their use; c. for the purposes of subsection 1.1 (5), providing for modifications in the application of portions, provisions or regulations listed in that subsection; d. governing the registry required to be established under clause 13.3 (1) (c); e. governing the setting of fees, costs and charges by the Authorized Nominating Authority under clause 13.3 (2) (a); f. for the purposes of section 13.4, prescribing fees for the training and qualification of persons as adjudicators and for the appointment of adjudicators, and requiring their payment; g. establishing procedures for the making of complaints against the Authorized Nominating Authority; h. governing adjudication procedures; i. governing the procedures for requiring a consolidated adjudication under subsection 13.8 (2); <ul style="list-style-type: none"> (i.1) governing the determination of fees by the Authorized Nominating 	<ul style="list-style-type: none"> or more prescribed classes of professionals acting in a consultative capacity; iii. respecting an agreement, entity, undertaking or work or a class of agreements, entities, undertakings or works for the purposes of section 1.1(2)(c); iv. prescribing persons or entities, or classes of persons or entities, whether incorporated or not, for the purposes of section 1.1(3); v. prescribing a project agreement or a class of project agreements to finance and undertake an improvement for the purposes of section 1.1(3); vi. respecting the application of any part or all of this Act to a prescribed person, entity or project agreement or to a prescribed class of persons, entities or project agreements for the purposes of section 1.1(3) (PPCLA, s.70(a)). <p>The Lieutenant Governor in Council may make regulations for the purposes of Part 2 and 3 (PPCLA s.70(a.01) and (a.1)).</p> <p>The Lieutenant Governor in Council may make</p>	<ul style="list-style-type: none"> invoice for the purposes of section 5.1; c. for the purposes of section 5.11, prescribing persons or classes of persons; d. for the purposes of subsection 5.3(1), respecting the frequency with which proper invoices must be given to an owner; e. for the purposes of subsection 5.4(1), respecting the period within which an owner shall pay the amount payable after receiving a proper invoice from the contractor; f. prescribing the form of a notice of non-payment and the manner in which that notice is to be given for the purposes of subsection 5.4(2); g. prescribing the form of a notice of non-payment and the manner in which the documents are to be provided for the purposes of subsection 5.5(5); h. prescribing the form of a notice of non-payment and the manner in which that notice is to be given for the purposes of subsection 5.5(6); i. for the purposes of subsection 5.51(1), respecting the duties of a contractor if the contractor receives a 	<ul style="list-style-type: none"> application of the provisions of this Act and the regulations; b. prescribing persons or classes of persons, contracts or classes of contracts, improvements or classes of improvements or other matters for the purposes of subsection 4(2); c. prescribing information for the purposes of paragraph 6(2)(h); d. prescribing the form and content of notices of non-payment for owners, contractors and subcontractors; e. prescribing rates of interest for the purposes of section 17 and subsection 30(1); f. prescribing criteria for the purposes of subsection 18(1); g. prescribing duties and powers for the purposes of subsections 18(2) and 19(3); h. prescribing matters for the purposes of subsection 20(4); i. respecting the setting of fees, costs and other charges by the Adjudicator Authority; j. governing fees, costs and other charges not set by the Adjudicator Authority, including prescribing fees, costs or charges or prescribing methods for 	<ul style="list-style-type: none"> c. prescribing the period within which an owner must pay the amount payable after receiving a proper invoice from a contractor; d. prescribing the form of a notice of non-payment and the manner in which that notice is to be given; e. respecting the duties of a contractor or subcontractor on receipt of a notice of non-payment; f. respecting the records that persons who are subject to this Division are required to make and maintain, including the length of time for which the records must be maintained; g. prescribing matters that may be referred to adjudication; h. prescribing criteria for the designation of a person or entity as the adjudication authority; i. establishing the procedures for the making of complaints against the adjudication authority; j. prescribing the requirements for registration as an adjudicator; k. prescribing the form of notice of adjudication; l. respecting the timing for, manner in which, 	<ul style="list-style-type: none"> which it is to be submitted; b. the form and content of a proper invoice and the manner in which it is to be submitted; c. the form and any additional content of a notice of non-payment and the manner in which it is to be submitted; d. the powers, duties and functions of the Adjudicator Authority; e. the eligibility and qualifications of individuals who may be designated as adjudicators; f. the powers, duties and functions of adjudicators; g. the maximum fees for the services of an adjudicator; h. the form and any additional content of a notice of adjudication and the manner in which it is to be submitted; and; i. the procedure and time limits governing the adjudication (FPPCW, s.22). <p>The Governor in Council may make regulations generally for carrying out the purposes and provisions of this Act, including regulations prescribing,</p> <ul style="list-style-type: none"> a. criteria for the purpose of subsection 6(1); and 	

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	<p>Authority under clause 13.10 (2) (b); (i.2) governing responses for the purposes of section 13.11.1, including specifying the time and manner in which responses must be provided and setting out information they must contain or any other requirements they must meet;</p> <p>j. governing procedures that apply if an adjudicator fails to complete an adjudication under Part II.1;</p> <p>k. providing that Parts I.1 and II.1 do not apply with respect to the classes of contracts and subcontracts for improvements to land used in connection with a facility referred to in the definition of “nuclear facility” in the Nuclear Safety and Control Act (Canada) that are specified by the regulations.</p> <p>l. for the purposes of Part VIII, governing procedures that apply to actions;</p> <p>m. exempting public contracts from the application of section 85.1 (CA, s.88(1)).</p> <p>In the event of a conflict between a regulation made</p>	<p>regulations for the purposes of Part 3,</p> <p>i. prescribing the information referred to in section 32.1(1)(h);</p> <p>ii. respecting the application of section 32.1(3);</p> <p>iii. respecting the requirement to give an owner proper invoices every 31 days under section 32.1(6);</p> <p>iv. prescribing the form and manner for a notice of dispute referred to in section 32.2(2);</p> <p>v. prescribing the form and manner of a notice of nonpayment referred to in section 32.3(5)(a) and (6);</p> <p>vi. respecting notices of non-payment for the purposes of section 32.4;</p> <p>vii. prescribing the form and manner of a notice of nonpayment referred to in section 32.5(6)(a) and (7);</p> <p>viii. prescribing the rates referred to in section 32.6 (PPCLA, s.70(a.11)).</p> <p>The Lieutenant Governor in Council may make regulations for the purposes of Part 5,</p> <p>i. respecting the appointment of any officers or employees required for the</p>	<p>notice of non-payment pursuant to subsection 5.4(2);</p> <p>j. for the purposes of subsection 5.51(2), respecting the duties of a subcontractor if the subcontractor receives a notice of non-payment pursuant to subsection 5.5(6);</p> <p>k. prescribing the form of a notice of non-payment and the manner in which the documents are to be provided for the purposes of subsection 5.6(6);</p> <p>l. prescribing the form of a notice of non-payment and the manner in which that notice is to be given for the purposes of subsection 5.6(7);</p> <p>m. for the purposes of section 21.11, prescribing persons or classes of persons;</p> <p>n. prescribing criteria for the purposes of subsection 21.12(2);</p> <p>o. for the purposes of section 21.13: (i) prescribing requirements for adjudicators; (ii) prescribing other duties of the Authority; (iii) governing fees; and (iv) prescribing other powers that the Authority may exercise;</p> <p>p. prescribing any other matters with respect to a contract that may be</p>	<p>ascertaining, calculating or determining fees, costs or charges;</p> <p>k. governing adjudications, including, without limitation,</p> <p>l. establishing procedures for referring disputes to adjudication,</p> <p>m. prescribing the form and content of a notice of adjudication,</p> <p>n. prescribing the content of a response to a notice of adjudication,</p> <p>o. prescribing the persons to whom a notice of adjudication or a response is required to be given,</p> <p>p. establishing procedures for conducting adjudications,</p> <p>q. respecting the consolidation of adjudications involving the same matter or related matters, including the application of the provisions of this Act and the regulations to a consolidated adjudication,</p> <p>r. respecting withdrawals from or terminations of adjudications,</p> <p>s. respecting consequences for failing to complete an adjudication, and</p> <p>t. respecting the responsibility for the payment of the costs of an adjudication;</p>	<p>and the persons or entities to whom, a copy of a notice of adjudication is to be given or sent;</p> <p>m. respecting the response of a party on receipt of a notice of adjudication;</p> <p>n. respecting the consolidation of adjudications, including governing the manner in which a contractor may require the adjudication of disputes to be consolidated;</p> <p>o. respecting the payment of the fee payable to an adjudicator, including the time period within which the payment must be made;</p> <p>p. governing the determination of an adjudicator's fee by the adjudication authority;</p> <p>q. respecting the conduct of an adjudication including prescribing additional powers for the adjudicator;</p> <p>r. prescribing the period after receiving documents within which an adjudicator must make a determination of the matter that is the subject of an adjudication;</p> <p>s. respecting the effect of a determination made by an adjudicator after the period set out in section 115 or 116;</p>	<p>b. in respect of any province, any days that are to be excluded from the computation of time for the purposes of the time limits referred to in sections 9 to 11 (FPPCW, s.23).</p>	

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	<p>under clause 88 (1) (l) and the Courts of Justice Act or the rules of court, the regulation prevails to the extent of the conflict (CA, s.88(1.1)).</p> <p>The Lieutenant Governor in Council may make regulations providing for such transitional matters as the Lieutenant Governor in Council considers necessary or advisable in connection with the implementation of the Construction Lien Amendment Act, 2017 (CA, s.88(2)).</p>	<p>administration of a Nominating Authority;</p> <p>ii. subject to section 33.2(2), respecting the powers and duties of a Nominating Authority;</p> <p>iii. respecting the payment of remuneration and expenses to the officers or employees of a Nominating Authority;</p> <p>iv. respecting qualifications for the appointment of adjudicators;</p> <p>v. specifying the matters in respect of which an adjudicator may hear a dispute;</p> <p>vi. respecting the powers and duties of adjudicators;</p> <p>vii. respecting the determination of disputes, including the making of orders and any relief or remedies an adjudicator may order;</p> <p>viii. respecting procedures for making applications for adjudication, including any procedures, fees and forms required;</p> <p>ix. respecting the service of notices, documents and orders for adjudication;</p> <p>x. respecting the additional requirements referred to in section 33.61(1)(e);</p> <p>xi. respecting judicial reviews for the purposes of section 33.7;</p> <p>xii. respecting the management and</p>	<p>referred to adjudication for the purposes of clause 21.21(1)(h);</p> <p>q. for the purposes of subsection 21.3(2), respecting the manner in which, and the persons or entities to whom, a copy of a notice of adjudication is to be given;</p> <p>r. for the purposes of subsection 21.31(1), respecting consolidated adjudications;</p> <p>s. governing the manner in which a contractor may require the adjudication of disputes to be consolidated for the purposes of subsection 21.31(2);</p> <p>t. for the purposes of subsection 21.4(1), respecting the payment, including the time of payment, of an adjudicator's fee;</p> <p>u. governing the determination by the Authority of an adjudicator's fee for the purposes of clause 21.4(2)(b);</p> <p>v. respecting the powers of an adjudicator for the purposes of subsection 21.42(1);</p> <p>w. for the purposes of subsection 21.5(1), respecting the period after receiving documents within which an adjudicator shall</p>	<p>u. governing adjudicators, including, without limitation,</p> <p>v. prescribing requirements for the purposes of subsection 26(1),</p> <p>w. respecting authorizations for the purposes of subsection 26(1), including the issuance, suspension or cancellation of an authorization,</p> <p>x. respecting the manner in which an adjudicator may be selected or appointed to act in an adjudication,</p> <p>y. prescribing duties and powers for the purpose of subsection 27(2),</p> <p>z. respecting the responsibility for the payment of the fees and expenses of adjudicators,</p> <p>aa. respecting training programs for adjudicators;</p> <p>bb. respecting a public registry of adjudicators, including, without limitation, prescribing information to be included in the registry;</p> <p>cc. governing determinations made by adjudicators, including, without limitation,</p> <p>dd. respecting the time for making determinations, including extensions of the time,</p> <p>ee. respecting the effect of a determination made after</p>	<p>t. prescribing any other grounds on which the court may set aside the determination of an adjudicator;</p> <p>u. governing the procedures that apply if an adjudicator fails to complete an adjudication;</p> <p>v. respecting the manner in which any document may be given, served or provided under this Division;</p> <p>w. prescribing anything referred to in this Division as being prescribed;</p> <p>x. defining any word or phrase used but not defined in this Division;</p> <p>y. respecting any matter the Lieutenant Governor in Council considers necessary or advisable to carry out the purpose of this Division (BLA, s.125(1)).</p>		

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		<p>administration of the adjudication process;</p> <p>xiii. respecting any other matter that the Lieutenant Governor in Council considers necessary or advisable to carry out the intent and purposes of Part 5 (PPCLA, s.70(a.2)).</p>	<p>make a determination of the matter that is the subject of an adjudication;</p> <p>x. for the purposes of subsection 21.5(5), respecting the effects of determinations made by adjudicators after the period set out in subsection 21.5(1) or (2);</p> <p>y. for the purposes of subsection 21.62(1), prescribing any other grounds on which the court may set aside the determination of an adjudicator;</p> <p>z. increasing the amount of any contract for which there may be early release of the holdback pursuant to section 46;</p> <p>aa. prescribing any place to which claims of lien may be given pursuant to subsection 52(1);</p> <p>bb. with respect to any matter governed by this Act: (i) adopting, as amended from time to time or otherwise, all or any part of any code, standard or guideline; (ii) amending for the purposes of this Act or the regulations any code, standard or guideline adopted pursuant to subclause (i); and (iii) requiring compliance with a code, standard or</p>	<p>the time referred to in subparagraph (i), and</p> <p>ff. respecting the time for and manner of communicating or correcting determinations;</p> <p>gg. prescribing a time for the purposes of subsection 29(1);</p> <p>hh. respecting the responsibility for the payment of the costs related to a suspension of work under subsection 31(1) and determining amounts for the purpose of that subsection;</p> <p>ii. prescribing the time for the purposes of section 32;</p> <p>jj. respecting the filing of determinations made by adjudicators with the court;</p> <p>kk. respecting applications for judicial review of a determination made by an adjudicator;</p> <p>ll. prescribing grounds for the purposes of subsection 36(1);</p> <p>mm. prescribing information for the purposes of paragraph 39(d);</p> <p>nn. prescribing other manners of giving notice for the purpose of subsection 40(2);</p> <p>oo. governing the giving of proper invoices, notices of non-payment, notices</p>			

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			<p>guideline adopted pursuant to subclause (i);</p> <p>cc. prescribing forms or the contents of forms to permit electronic forms for the purposes of this Act;</p> <p>dd. prescribing any matter or thing required or authorized by this Act to be prescribed in the regulations;</p> <p>ee. respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Act (BLA, s.104).</p>	<p>of adjudication, responses to notices of adjudication and other documents required to be given or served under this Act or the regulations, including, without limitation,</p> <p>pp. prescribing the manner or method of giving or serving a document, including by electronic means,</p> <p>qq. prescribing the time for giving or serving a document, and</p> <p>rr. specifying when a document is deemed to have been given or served;</p> <p>ss. defining words and expressions used but not defined in this Act for the purposes of this Act, the regulations or both (CPPAA, s.45).</p>			
3. Application of This Legislation	<p>This section applies if the Crown, a municipality or a broader public sector organization, as the owner of a premises, enters into a project agreement with a special purpose entity that requires the entity to finance and undertake an improvement on behalf of the Crown, municipality or broader public sector organization, and, for the purpose, to enter into an agreement with a contractor in respect of the improvement (CA, s.1.1(1)).</p>	<p>This Act and its regulations apply to a prescribed class of professionals acting in a consultative capacity, specifically regulated professional engineers and regulated professional architects (PPCLA, s.1.1(1) and PPCLA Regulation, s. 35).</p>	<p>This Act applies to all contracts entered into on or after the day section 103 comes into force and to the subcontracts arising under those contracts and to all services or materials provided thereunder (BLA s.105(1)). Notwithstanding section 103, The Mechanics' Lien Act continues to apply to all contracts entered into before the coming into force of this Act, and to the subcontracts arising under those contracts and to all services or materials</p>	<p>This Act and the regulations apply with the necessary modifications if the Crown or a local government, as the owner, enters into a project agreement with a special purpose entity that requires the entity to finance and undertake an improvement on behalf of the Crown or local government, as the case may be, and, for that purpose, to enter into an agreement with a contractor in respect of the improvement (CPPAA, s.3(1)).</p>	<p>This Division applies to owners, contractors, subcontractors and construction projects that are subject to the lien and trust remedies under this Act in respect of a contract or sub-contract entered into on or after the date this section comes into force (BLAA, s.80(1)).</p> <p>A reference to an amount in relation to an applicable subcontractor means the amount for which payment is requested for that particular</p>	<p>This Act applies to Her Majesty, to any service provider and to any contractor or subcontractor that is to perform construction work for the purposes of a construction project located in Canada in respect of any federal real property or federal immovable (FPPCW, s.5).</p> <p>The Governor in Council may, by order, designate any province if the Governor in Council is, taking into account any criteria set out in the regulations, of the</p>	<p>Notwithstanding subsection 3(1) and subject to subsections (1), (3) and (4), Sections 4B to 4J apply to all construction contracts (Bill NO. 119, s.4K(2)).</p>

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	<p>This Act and the regulations apply, with the modifications,</p> <ul style="list-style-type: none"> a. to a project agreement between the Crown, a municipality or a broader public sector organization and a special purpose entity as if the project agreement were a contract and the special purpose entity were the contractor; and b. to the agreement between the special purpose entity and the contractor as if the agreement were a subcontract made under the contract (CA, s.1.1(2)). <p>Part I.1 (Prompt Payment) applies with the modifications outlined in CA s.1.1(2.1) (see below).</p>		<p>provided thereunder (BLA, s.105(2)).</p> <p>Notwithstanding section 103, where a contract entered into before the coming into force of this Act is amended in good faith on or after that day, The Mechanics' Lien Act applies to that amendment and to all subcontracts arising under it and to all services or materials provided thereunder (BLA, s.105(3)).</p>	<p>The special purpose entity is deemed to be the owner in place of the Crown or a local government, and the agreement between the special purpose entity and the contractor is deemed to be the contract for the purposes of this Act and the regulations (CPPAA, s.3(2)).</p> <p>This Act and the regulations under this Act apply to</p> <ul style="list-style-type: none"> a. all contracts entered into on or after the commencement of this section, b. all subcontracts under a contract referred to in paragraph (a), and c. the supply of services or materials under a contract referred to in paragraph (a) or a subcontract referred to in paragraph (b) (CPPAA, s.4(1)). <p>This act binds the Crown (CPPAA, s.5).</p>	subcontractor in the proper invoice (BLAA, s.80(3)).	<p>opinion that the province has, by or under the laws of that province, enacted,</p> <ul style="list-style-type: none"> a. a regime for the payment of contractors and subcontractors that is reasonably similar to the one set out in this Act; and b. in case of non-payment of contractors or subcontractors, an adjudication regime that is reasonably similar to the one set out in this Act (FPPCW, s.6(1)). <p>A province may be designated under subsection 6(1) of the Act if it has enacted, by its laws, provisions requiring,</p> <ul style="list-style-type: none"> a. the submission of an invoice reasonably similar to a proper invoice, as set out in the Act; b. payment of the invoice to the contractor and then to each lower level of the subcontracting chain, within time limits that are reasonably similar to those set out in the Act; c. in the case of non-payment, the provision of a written notice that is reasonably similar to a notice of nonpayment, as set out in the Act; d. if a dispute over payment arises, the implementation of an 	

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						<p>adjudication process that will allow for a determination according to time limits that are reasonably similar to those set out in the Regulations for the Federal Prompt Payment for Construction Work (Dispute Resolution); and</p> <p>e. that the decision rendered under the process referred to in paragraph (d) is binding on the parties to the dispute unless they come to a written agreement or the determination is set aside by a court order or arbitral award (Criteria Regulation, s.2)</p>	
4. Non-Application of This Legislation	<p>Part I.1 does not apply with respect to any portion of a project agreement that provides for the operation or maintenance of the improvement by the special purpose entity, or to any portion of an agreement between the special purpose entity and the contractor or any other subcontract made under the project agreement that pertains to the operation or maintenance of the improvement by the special purpose entity (CA, s.1.1(2.1)).</p> <p>Subsection 6.3 (2) does not apply, and nothing in Part I.1 shall be read as preventing</p>	<p>This Act does not apply to:</p> <p>a. public works as defined in the <i>Public Works Act</i></p> <p>b. agreements to finance and undertake an improvement in which either of the following is a party:</p> <p>(i) the Crown in right of Alberta;</p> <p>(ii) a provincial corporation as defined in the Financial Administration Act that is an agent of the Crown in right of Alberta, and</p> <p>c. any other agreement, entity, undertaking or work or class of agreements, entities, undertakings or works as</p>	<p>Part I.1 of the Act does not apply to:</p> <p>a. persons who enter into a contract for services or materials for any improvement with respect to a mine or mineral resource, including any activities respecting exploration, development, production, decommissioning or reclamation;</p> <p>b. architects, engineers and land surveyors;</p> <p>c. persons who enter into a contract for services or materials with respect to an improvement related to infrastructure in</p>	<p>Subsection 8(1) does not apply to a project agreement referred to in subsection (1), and nothing in Part 2 prevents the inclusion of a provision in the project agreement that makes the giving of a proper invoice conditional on the prior certification of a payment certifier or on the special purpose entity's prior approval (CPPAA, s.3(3)).</p> <p>Part 2 (Prompt Payment) does not apply to:</p> <p>a. any portion of a project agreement entered into between the Crown or a local government, as the owner, and a special</p>	<p>This Division does not apply to an architect or engineer referred to in section 36 (BLAA, s.80(2)).</p>	<p>If the Governor in Council designates a province</p> <p>a. subsections 8(2) and 9(5), sections 10 to 14 and subsection 16(5) no longer apply to any contractor that is to perform construction work for the purposes of a construction project located in that province;</p> <p>b. the provisions of this Act no longer apply to (i) any subcontractor that is to perform construction work for the purposes of that construction project, and, (ii) any service provider that is to pay for construction work</p>	<p>Sections 4B to 4J do not apply to persons or classes of persons exempted by the regulations (Bill NO. 119 s.4K(3)).</p> <p>Sections 4B to 4J do not apply to construction contracts or classes of construction contracts exempted by the regulations (Bill NO. 119, s.4K(4)).</p>

Applicable Legislation and Transitional Rules							
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	<p>the inclusion, in a project agreement or agreement between a special purpose entity and a contractor, of a provision requiring certification or approval prior to the giving of a proper invoice (CA, s.1.1(2.1)).</p> <p>The following matters may not be the subject of an adjudication under Part II.1:</p> <ol style="list-style-type: none"> 1. A determination of when a project agreement is substantially completed, or, when an agreement between a special purpose entity and a contractor is substantially performed, as provided under subsection (5). 2. A determination of whether a milestone in relation to the improvement has been reached, if reaching the milestone requires an amount to be paid. 3. Any prescribed matters (CA, 1.1(2.2)). <p>If the parties to a project agreement are the parties to an adjudication and the project agreement specifies an independent certifier, the parties must, provided that a representative of the independent certifier is listed as an adjudicator in the registry established under clause 13.3 (1) (c), request</p>	<p>may be prescribed for the purposes of this section (PPCLA, s.1.1(2)).</p> <p>This Act does not apply in respect of a prescribed person or entity, incorporated or not, that enters into a prescribed project agreement to finance and undertake an improvement or to a prescribed class of such persons, entities or project agreements (PPCLA, s.1.1(3)).</p>	<p>connection with the generation, transmission or distribution of electrical energy pursuant to <i>The Power Corporation Act</i> (BLA Reg 1, s.5.1).</p>	<p>purpose entity that requires the entity to operate or maintain an improvement on behalf of the Crown or local government, or</p> <ol style="list-style-type: none"> b. any contract or subcontract under a portion of a project agreement referred to in paragraph (a) (CPPAA, s.3(4)). <p>This Act and the regulations under this Act do not apply to,</p> <ol style="list-style-type: none"> a. any person or class of persons prescribed by regulation, b. any contract or class of contracts prescribed by regulation, c. any improvement or class of improvements prescribed by regulation, or d. any other matter prescribed by regulation (CPPAA, s.4(2)). 		<p>performed for the purposes of that construction project; and;</p> <ol style="list-style-type: none"> c. the Governor in Council may, with respect to all construction projects located in that province, adapt any provisions of this Act that apply to Her Majesty or continue to apply to contractors for the purpose of addressing any inconsistency or conflict between those provisions and the provincial law (FPPCW, s.6(2)). <p>The above does not apply to construction projects if any of the project straddles the board between two or more provinces (FPPCW, s.6(3)).</p> <p>The Governor in Council may, by order, exempt any construction project from the application of this Act (FPPCW, s.7).</p>	

Applicable Legislation and Transitional Rules							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	that the representative conduct the adjudication, in which case subsections 13.9 (2) and (3) do not apply (CA, s.1.1(2.2)(2)).						
5. Duty to Inform Potential Contractors and Subcontractors	N/A	N/A	N/A	N/A	N/A	<p>Before Her Majesty or a service provider enters a contract to perform construction work, they must inform the contracting person that the contracting parties will be subject to this Act and provide them with any information prescribed by regulation (FPPCW, s.8(1)).</p> <p>Before a contractor or subcontractor enters a contract with a person to perform construction work for the purposes of the same construction project, they must inform the person that they will be subject to this Act and provide them with any information prescribed by regulation (FPPCW, s.8(2)).</p>	N/A

**APPENDIX B: INITIATION OF PROMPT PAYMENT TIMELINES – DELIVERY OF A
“PROPER INVOICE” CROSS-JURISDICTIONAL COMPARATIVE TABLE**

See attached.

Initiation of Prompt Payment Timelines: Delivery of a “Proper Invoice”							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Initiating Process / Prompt Payment “Trigger”	<p>Receipt of a “proper invoice” triggers PP payment timelines (CA, s.6.1).</p> <p>A proper invoice is a written bill or request for payment for services or materials in respect of an improvement under a contract. (CA, s.6(1)).</p>	<p>Receipt of a “proper invoice” triggers the payment timelines (PPCLA, s.32.1).</p> <p>A proper invoice is a written bill or other request for payment for the work done or materials furnished in respect of an improvement under a contract (PPCLA, s.32.1(1)).</p>	<p>Receipt of a “proper invoice” triggers the payment timelines (BLA, s.5.1).</p> <p>A proper invoice is a written bill or other request for payment for services or materials with respect to an improvement under a contract (BLA, s.5.1).</p>	<p>Receipt of a “proper invoice” triggers the payment timelines (CPPAA, s.6(1)).</p> <p>A proper invoice is a written bill or other request for payment for services or materials with respect to an improvement under a contract (CPPAA, s.6(1)).</p>	<p>Receipt of a “proper invoice” triggers the payment timelines (BLAA, s.85).</p> <p>A proper invoice is a written bill or other request for payment for work, services or materials provided under a contract that meets the requirements specified in the contract (BLAA, s.85).</p>	<p>Receipt of a “proper invoice” triggers the payment timelines (FPPCW, s.9).</p> <p>Proper invoice means an invoice submitted under subsection 9(1) that meets the requirements under this Act as well as any other requirements set out in the contract between the contractor and Her Majesty or a service provider that do not conflict with the requirements under this Act (FPPCW, s.2(1)).</p>	<p>Receipt of a “proper invoice” triggers the payment timelines (Bill NO. 119 s.4C).</p> <p>A proper invoice is a written bill or request for payment for performing work or service or placing or furnishing materials under a contract, which bill or request meets the requirements of the contract (Bill NO. 119, s.4A(b)).</p>
2. Proper Invoice Requirements	<p>A proper invoice must include:</p> <ol style="list-style-type: none"> the contractor’s name and address; the date of the proper invoice and the period during which the services or materials were supplied; information identifying the authority, whether in the contract or otherwise, under which the services or materials were supplied; a description, including quantity where appropriate, of the services or materials that were supplied; the amount payable for the services or materials that were supplied, and the payment terms; the name, title, telephone number and mailing address of the person to 	<p>A proper invoice must include:</p> <ol style="list-style-type: none"> contractors name and business address; date of proper invoice and period during which work was done or materials were furnished; information identifying the authority, whether in a written or verbal contract or otherwise, under which the work was done or materials were furnished; a description of the work completed or materials furnished; the amount of payment requested, the terms of payment broken down for work completed or materials furnished; the name, title and contact information of 	<p>A proper invoice must include:</p> <ol style="list-style-type: none"> the contractor’s name and address; the date of the invoice and the period during which the services or materials were supplied; information identifying the contract or other authority under which the services or materials were supplied; a description, including quantity if appropriate, of the services or materials that were supplied; the amount payable for the services or materials that were supplied, and the payment terms; the name, title, telephone number and mailing address of the person to whom payment is to be sent; 	<p>A proper invoice must include:</p> <ol style="list-style-type: none"> the contractor’s name and address; the invoice date; the amount payable for the services or materials that were supplied and the payment terms; the date or the period during which the services or materials were supplied; a description, including quantity, if appropriate, of the services or materials that were supplied; the authority under which the services or materials were supplied, whether in the contract or otherwise; the name, title, telephone number and email and mailing addresses of the person to whom 	<p>A proper invoice must include:</p> <ol style="list-style-type: none"> the contractor’s name and address; the date of the invoice and the time period during which the work, services or materials were provided; information identifying the contract or other authority under which the work, services or materials were provided; a description of the work, services or materials that were provided by the contractor and its subcontractors, including quantity if appropriate; the amount invoiced for the work, services or materials that were provided and the payment terms; 	<p>In addition to meeting any requirements under the Act or set in the contract, a proper invoice must include the following information:</p> <ol style="list-style-type: none"> the date of the invoice and the name, street and mailing address, telephone number and email address of the contractor that performed the construction work; the period during which the materials or services were supplied; the contract number or other authorization under which the materials or services were supplied; a description, including the quantity, if applicable, of the materials or services supplied; 	<p>A proper invoice must include:</p> <ol style="list-style-type: none"> the contractor's name and address, the date the invoice is prepared and the period during which the work or service was performed or the materials were placed or furnished, information identifying the authority under which the work or service was performed or the materials placed or furnished, a description, including the quantity where appropriate, of the work or service performed or the materials placed or furnished, the amount payable for the work or service performed or the materials placed or

Initiation of Prompt Payment Timelines: Delivery of a “Proper Invoice”							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>whom payment is to be sent;</p> <p>7. any other information that may be prescribed (CA, s.6.1).</p>	<p>the person to whom the payment is to be sent;</p> <p>7. a statement indicating that the invoice provided is intended to constitute a proper invoice;</p> <p>8. any other information that may be specified in the relevant contract (PPCLA, s.32.1(1)).</p>	<p>g. any other prescribed information (BLA, s.5.1).</p>	<p>payment is to be sent; and</p> <p>h. any other information prescribed by regulation (CPPAA, s.6(2)).</p>	<p>f. the name, title, telephone number and mailing address of the person to whom payment is to be sent;</p> <p>g. the information required by the regulations (BLAA, s.85).</p>	<p>e. the amount payable for the services or materials supplied and the payment terms; and</p> <p>f. the name, title, street and mailing address, telephone number and email address of the person to which payment must be made (Criteria Regulation, s.2)</p>	<p>furnished and the payment terms,</p> <p>vi. the name, title, telephone number and mailing address of the person to whom payment is to be sent, and</p> <p>vii. such other information as may be prescribed (Bill NO. 119, 4A(b)).</p>
3. Giving of Monthly Invoice Requirements	<p>A contractor must give a proper invoice to the owner monthly, unless the contract provides otherwise (CA, s.6.3(1)).</p>	<p>A contractor must give a proper invoice to the owner at least every 31 days (PPCLA, s.32.1(6)).</p> <p>Subject to this 31-day requirement the owner and contractor may agree to specify terms regarding when proper invoices may be delivered (PPCLA, Regulation s.3).</p> <p>The only exception to the 31 day requirement is where a contract includes a provision for testing an commissioning of the improvement, work done, or materials furnished, and the conditions of the testing and commissioning are not met (PPCLA, s.32.1(6)).</p>	<p>A proper invoice must be given to an owner monthly, unless the contract provides otherwise (BLA, s.5.3(1)).</p>	<p>A contractor shall give a proper invoice to an owner on a monthly basis, unless the contract provides for a different schedule (CPPAA, s.7).</p>	<p>A contractor must give a proper invoice to the owner monthly, unless the contract provides otherwise (BLAA, s.86).</p>	<p>A contractor must, on a monthly basis or as specified by its contract, submit a proper invoice in writing to Her Majesty or a service provider, with respect to any construction work that was performed by the contractor, or performed and invoiced by any subcontractor in the subcontracting chain, up to the date of the proper invoice and not yet paid for by Her Majesty or that service provider (FPPCW, s.9(1)).</p>	<p>A proper invoice must be given to an owner at the prescribed times or intervals unless the contract provides otherwise (Bill NO. 119, s.4B (1)).</p>
4. Conditional Provisions Requiring Prior Certification / Approval Are Void	<p>Contract provisions attempting to make the giving of a proper invoice conditional on prior certification or approval by the owner or payment certifier are of no force and effect (CA, s.6.3(2)).</p>	<p>A provision in a contract is of no force an effect if it tries to make the giving of a proper invoice conditional on prior certification or approval by the owner or another person (PPCLA, s.32.1(3)).</p>	<p>A provision in a contract is of no force an effect if it tries to make the giving of a proper invoice conditional on prior certification or approval by the owner (BLA, s.5.3(2)).</p>	<p>A provision in a contract that makes the giving of a proper invoice conditional on the prior certification of a payment certifier or on the owner’s prior approval is of no force or effect (CPPAA, s.8(1)).</p>	<p>A contract provision requiring certification of a payment certifier or the owner’s approval before a proper invoice is given is of no force and effect (BLAA, s.87(1)).</p>	<p>A proper invoice is not subject to any requirement respecting prior verification of the construction work (FPPCW, s.9(4)).</p>	<p>A provision in a contract that makes the giving of a proper invoice conditional on the prior certification of a payment certifier or on the owner's prior approval is of no effect (Bill NO. 119, s.4B(2)).</p>

Initiation of Prompt Payment Timelines: Delivery of a “Proper Invoice”							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
5. Certification or Approval Condition After a Proper Invoice is Provided	A contract may include a provision in a contract requiring certification of a payment certifier or the owner’s approval after a proper invoice is given (CA, s.6.3(3)).	N/A	A contract may include a provision in a contract requiring certification of a payment certifier or the owner’s approval after a proper invoice is given (BLA, s.5.3(3)).	A contract may include a provision in a contract requiring certification of a payment certifier or the owner’s approval after a proper invoice is given (CPPAA, s.8(3)).	A contract may include a provision requiring certification of a payment certifier or the owner’s approval after a proper invoice is given (BLAA, s.87(3)).	N/A	A contract may include a provision in a contract requiring certification of a payment certifier or the owner’s approval after a proper invoice is given (Bill NO. 119, s.4B(2) and (3)).
6. Testing and Commissioning Condition	A contract may make the giving of a proper invoice subject to a contract provision providing for the testing and commissioning of the improvement, work done, or materials furnished under the contract (CA, s.6.3(4)).	A contract may make the giving of a proper invoice subject to a contract provision providing for the testing and commissioning of the improvement, work done, or materials furnished under the contract (PPCLA, s.32.1(4)).	A contract may make the giving of a proper invoice subject to a contract provision providing for the testing and commissioning of the improvement, work done, or materials furnished under the contract (BLA, s.5.3(4)).	A contract may make the giving of a proper invoice subject to a contract provision providing for the testing and commissioning of the improvement, work done, or materials furnished under the contract (CPPAA, s.8(2)).	A contract may make the giving of a proper invoice subject to a contract provision providing for the testing and commissioning of the improvement, work done, or materials furnished under the contract (BLAA, s.87(3)).	N/A	A contract may make the giving of a proper invoice subject to a contract provision providing for the testing and commissioning of the improvement, work done, or materials furnished under the contract (Bill NO. 119, s.4B(4)).
7. Revision of Proper Invoice	A proper invoice may be revised by the contractor after the contractor has given it to the owner if, a. the owner agrees to a revision, b. the date of the proper invoice is not changed, and c. the proper invoice continues to meet the requirements referred to in subsection 6.1 (CA, s.6.3(5)).	A proper invoice may be revised if, a. the parties agree to a revision, b. the date of the proper invoice is not changed, and c. the proper invoice continues to meet the requirements referred to in subsection (1) (PPCLA, s.32.1(5)).	A proper invoice may be revised by the contractor after the contractor has given it to the owner if, a. the owner agrees in advance to the revisions, b. the date of the proper invoice is not changed; and c. the proper invoice continues to meet the requirements in the definition of proper invoice (BLA, s.5.3(5)).	A proper invoice may be revised by the contractor after the contractor has given it to the owner if, a. the owner agrees in advance to the revisions, b. the date of the proper invoice is not changed; and c. the proper invoice continues to meet the requirements in the definition of proper invoice (CPPAA, s.9).	A proper invoice may be revised by the contractor after it has been given to the owner if, a. the owner agrees in advance to the revision; b. the date of the invoice is not changed; and c. the invoice, as revised, continues to be a proper invoice (BLAA, s.88)	N/A	A proper invoice may be revised by the contractor after the contractor has given it to the owner if, a. the owner agrees in advance to the revisions, b. the date of the proper invoice is not changed; and c. the proper invoice continues to meet the requirements in the definition of proper invoice (Bill NO. 119, s.4B(5)).

**APPENDIX C: TIMELINES FOR PAYMENT AND NOTICE OBLIGATIONS CROSS-
JURISDICTIONAL COMPARATIVE TABLE**

See attached.

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Contracts Deemed to Conform	Every contract or subcontract related to an improvement is deemed to be amended in so far as is necessary to be in conformity with this Act (CA, s.5(1)).	Any contract or subcontract entered into on or after the coming into force of the Builders' Lien (Prompt Payment) Amendment Act, 2020 must conform to the new provisions (PPCLA, s.74(2)). Subject to the regulations, any contracts or subcontracts entered into prior to the coming into force of the Builders' Lien (Prompt Payment) Amendment Act, 2020 are governed by the former provisions until expired, terminated or amended in order to conform to the new provisions (PPCLA, s.74(3)).	Any covenant in any agreement by any person who provides services or materials to an improvement that this Act or any provision of this Act does not apply is void (BLA, s.99(1)). Every contract or subcontract related to an improvement shall be deemed to be amended insofar as is necessary to be in conformity with this Act (BLA, s.99(2)).	The provisions of this Act apply despite any agreement to the contrary, and any waiver or release of the rights, benefits or protections provided under this Act is void (CPPAA, s.4(4)). A contract or subcontract referred to in subsection (1) is deemed to be amended to the extent necessary to conform with this Act (CPPAA, s.4(3)).	Every contract and subcontract are deemed to be amended insofar as is necessary to conform with this Division (BLAA, s.81).	N/A	
Payment Deadlines and Obligations: Owner to Contractor							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
2. When is Payment Due?	Within 28 days after receiving the proper invoice (CA, s.6.4(1)).	Within 28 days after receiving the proper invoice (PPCLA, s.32.2(1)).	Within 28 days after receiving the proper invoice (BLA, s.5.4(1)).	Within 28 days after receiving the proper invoice (CPPAA, s. 10).	Within 28 days after receiving the proper invoice (BLAA, s.89).	Within 28 days after receiving the proper invoice from wither Her Majesty or the relevant service provider (FPPCW, s.9(1)).	An owner shall, after receiving a proper invoice from a contractor, pay the amount payable under the proper invoice within the prescribed time (Bill NO. 119, s.4C(1)).
3. Dispute by Owner	An owner may dispute payments to contractors either in full or in part (CA, s.6.4(2)).	An owner may dispute payments to contractors either in full or in part (PPCLA, s.32.2(2)).	An owner may dispute payments to contractors either in full or in part (BLA, s.5.4(2)).	An owner may dispute payments to contractors either in full or in part (CPPAA, s.11(1)).	An owner may dispute payments to contractors either in full or in part (BLAA, s.90(2)).	Her Majesty or the service provider may decline to pay for some or all of the construction work (FPPCW, s.9(3)).	An owner may dispute payments to contractors either in full or in part (Bill NO. 119, s.4C(2)).
4. Notice of Non-payment / Dispute Time Requirement	An owner must deliver notice of non-payment within 14 days of receipt of the proper invoice (CA, s.6.4(2)).	An owner must deliver notice of dispute within 14 days of receipt of the proper invoice (PPCLA, s.32.2(2)).	An owner must deliver notice of non-payment within 14 days of receipt of the proper invoice (BLA, s.5.4(2)).	An owner must deliver notice of non-payment within 14 days of receipt of the proper invoice (CPPAA, s.11(1)).	An owner must deliver notice of non-payment within 14 days of receipt of the proper invoice (BLAA, s.90(2)).	Her Majesty or the service provider must deliver notice of non-payment within 21 days of the proper invoice being received (FPPCW, s.9(3)).	An owner must deliver notice of dispute in the prescribed time (Bill NO. 119, s.4C(2)).
5. Notice of Non-payment / Dispute Form Requirement	A notice of non-payment must be provided in the form set out in the regulations (Forms 1.1 to 1.5), state the	A notice of non-payment must be provided in the form set out in the regulations (Form 1), state the amount not being paid, and reasons	A notice of non-payment must be provided in the form set out in the regulations (Form A.1 of the Appendix,	A notice of non-payment must be provided in the form set out in the regulation, state the amount not being	A notice of non-payment must be provided in the form set out in the regulation, state the amount not being	N/A	A notice of non-payment must be provided in the prescribed form and manner, and must specify the amount of the proper invoice that is

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>amount not being paid, and reasons for non-payment (CA, s.6.4.(2)).</p> <p>Notices of non-payment under Part I.1 of the Act (Forms 1.1 to 1.5) may be provided in electronic or paper format (O. Reg. 304/18: General)</p>	for non-payment (PPCLA, s.32.2(2)).	<p>BLA Reg 1 s.5.2), state the amount not being paid, and reasons for non-payment (BLA, s.5.4(2)).</p> <p>Methods of providing notice of non-payment (personal service, email, fax, mail) are outlined at s.52 of BLA Reg 1.</p>	paid, and reasons for non-payment (CPPAA, s.11(2)).	paid, and reasons for non-payment (BLAA, s.90(3)).		not being paid and the reasons for non-payment (Bill NO. 119, s.4C(2)).
6. Requirement to Pay Remaining Amount	The 28-day payment deadline provided for in section 6(4) continues to apply to any amount payable under the proper invoice that is not the subject of a notice of dispute (CA, s.6.4(3)).	The 28-day payment deadline provided for in section 32(2)(1) continues to apply to any amount payable under the proper invoice that is not the subject of a notice of dispute (PPCLA, s.32.2(3)).	The 28-day payment deadline provided for in section 5.4(1) continues to apply to any amount payable under the proper invoice that is not the subject of a notice of dispute (BLA, s.5.4(3)).	The 28-day payment deadline provided for in section 10 continues to apply to any amount payable under the proper invoice that is not the subject of a notice of dispute (CPPAA, s.11(3)).	The 28-day payment deadline provided for in section 90(1) continues to apply to any amount payable under the proper invoice that is not the subject of a notice of dispute (BLAA, s.90(4)).	N/A	The standard timelines for payment continue to apply to any amount payable under the proper invoice that is not the subject of a notice under subsection (2) (Bill NO. 119, s.4C(3)).
7. Reasons for Non-payment <p>*Note that these sections are applicable to all payors under the individual regimes, not just owners.</p>	Reasons for non-payment may include the retention of amounts under section 12 (set-off by trustee) or under subsection 17 (3) (lien set-off) (CA, s.6.7).	N/A	Reasons for non-payment may include the retention of amounts under section 13 (set-off by trustee) or 28 (lien set-off) (BLA, s.5.7).	Reasons for non-payment may include retention of an amount equal to the balance in the favour of the owner, contractor or subcontractor of all outstanding debts, claims or damages that are related to the contract under which the proper invoice was given or related to a subcontract for the supply of services or materials that were included in the proper invoice, if the contractor or subcontractor to whom the owner, contractor or subcontractor is required to make a payment becomes insolvent, equal to the balance of all outstanding debts, claims or damages whether or not they are related to the contract under which the proper invoice was given or related to a subcontract for the supply of services or materials that	Subject to any circumstance referred to in subsection 27(6) (where holdback not to be applied), any amount otherwise payable under this Division may be reduced only by set-off claims made in good faith for debts, claims or damages relating to the performance of a contract or sub-contract (BLAA, s.83).	N/A	Reasons for non-payment under Sections 4C to 4E may include the retention of trust funds under Section 44F (Bill NO. 119, s.4G).

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
				<p>were included in the proper invoice, as the case may be (CPPAA, s.14(1)).</p> <p>If a reason for non-payment includes the retention of an amount referred to in subsection (1), the notice of non-payment shall include full particulars of the amount being retained and shall be accompanied by copies of any document relied on to support the retention (CPPAA, s.14(2)).</p>			
Payment Deadlines and Obligations: Contractor to Subcontractor							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
8. Contractor Receives Full or Partial Payment of a Proper Invoice When is Payment Due?	<p>A contractor who receives full payment of a proper invoice must, no later than 7 days after receiving payment, pay each subcontractor who supplied services or materials under a subcontract with the contractor that were included in the proper invoice the amount payable to the subcontractor (CA, s.6.5(1)).</p> <p>A contractor who receives partial payment must pay each subcontractor who supplied services or materials under a subcontract with the contractor that were included in the proper invoice from the amount paid by the owner within 7 days of receiving payment (CA, s.6.5(2)).</p>	<p>A contractor who receives full payment of a proper invoice must, no later than 7 days after receiving payment, pay each subcontractor the amount payable to the subcontractor for the work done or materials furnished under a subcontract with the contractor that were included in the proper invoice (PPCLA, s.32.3(1)).</p> <p>A contractor who receives partial payment must pay each subcontractor who supplied services or materials under a subcontract with the contractor that were included in the proper invoice from the amount paid by the owner within 7 days of receiving payment (PPCLA, s.32.3(2)).</p>	<p>A contractor who receives full payment of a proper invoice must, no later than 7 days after receiving payment, pay each subcontractor who supplied services or materials under a subcontract with the contractor that were included in the proper invoice the amount payable to the subcontractor (BLA, s.5.5(1)).</p> <p>A contractor who receives partial payment must pay each subcontractor who supplied services or materials under a subcontract with the contractor that were included in the proper invoice from the amount paid by the owner within 7 days of receiving payment (BLA, s.5.5(2)).</p>	<p>A contractor who receives full payment of the amount payable under a proper invoice from an owner shall pay the amount payable to each subcontractor who supplied services or materials included in the proper invoice under a subcontract with the contractor no later than 7 days after receiving the payment from the owner (CPPAA, s. 12(1)).</p> <p>A contractor who receives partial payment must pay each subcontractor who supplied services or materials under a subcontract with the contractor that were included in the proper invoice from the amount paid by the owner within 7 days of receiving payment (CPPAA, s.12(2)).</p>	<p>A contractor who receives payment of all or any portion of the invoiced amount must pay the amount received for each applicable subcontractor within 7 days after receiving payment (BLAA, s.92(1)).</p>	<p>A contractor that is paid by Her Majesty or a service provider under subsection 9(2) must pay each of its subcontractors for the construction work that they invoiced and that was covered by the proper invoice and paid for by Her Majesty or the service provider no later than the 35th day after the day on which the proper invoice is received by Her Majesty or a service provider (FPPCW, s.10(1)).</p>	<p>A contractor who receives full payment of a proper invoice must pay each subcontractor who performed work or services or placed or furnished materials under a subcontract with the contractor that were included in the proper invoice the amount payable to the subcontractor within the prescribed time (Bill NO. 119, s.4D(1)).</p> <p>If the payment received by the contractor from the owner is for a portion of the amount payable under a proper invoice, the contractor shall, within the prescribed time, pay each subcontractor who performed work or services or placed or furnished materials under a subcontract with the</p>

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
							contractor that were included in the proper invoice from the amount paid by the owner (Bill NO. 119, s.4D(2)).
9. Payment Rules if Multiple Subcontractor are Entitled to Payment in Partial Payment Situations	<p>In situations of partial payment, if the amount not paid by the owner is specific to services or materials supplied by a particular subcontractor(s), the remaining subcontractors shall be paid, with any amount paid by the owner. In this case, subcontractor(s) who are implicated in the dispute will be paid with money paid by the owner on a rateable basis, as applicable.</p> <p>In any other case, subcontractors shall be paid on a rateable basis (CA, s.6.5(3)).</p>	<p>In situations of partial payment, if the amount not paid by the owner is specific to services or materials supplied by a particular subcontractor(s), the remaining subcontractors shall be paid, with any amount paid by the owner. In this case, subcontractor(s) who are implicated in the dispute will be paid with money paid by the owner on a proportionate basis, as applicable.</p> <p>In any other case, subcontractors shall be paid on a proportionate basis (PPCLA, s.32.3(3)).</p>	<p>In situations of partial payment, if the amount not paid by the owner is specific to services or materials supplied by a particular subcontractor(s), the remaining subcontractors shall be paid, with any amount paid by the owner. In this case, subcontractor(s) who are implicated in the dispute will be paid with money paid by the owner on a proportionate basis, as applicable.</p> <p>In any other case, subcontractors shall be paid on a proportionate basis (BLA, s.5.5(3)).</p>	<p>In situations of partial payment, if the amount not paid by the owner is specific to services or materials supplied by a particular subcontractor(s), the remaining subcontractors shall be paid, with any amount paid by the owner. In this case, subcontractor(s) who are implicated in the dispute will be paid with money paid by the owner on a proportionate basis.</p> <p>In any other case, subcontractors shall be paid on a proportionate basis (CPPAA, s.12(3)).</p>	<p>In situations of partial payment, if the owner's notice of non-payment specifies the amount withheld from one or more applicable subcontractors implicated in the dispute, the contractor must pay out the portion received among all the applicable subcontractors in accordance with the notice (BLAA, s.92(2)(1)).</p> <p>If the owner's notice of non-payment does not specify the amount withheld from the applicable subcontractors implicated in the dispute, the contractor must pay the portion received among all the applicable subcontractors on a proportionate basis (BLAA, s.92(2)(2)).</p> <p>In any other case, the contractor must pay the applicable subcontractors on a proportionate basis (BLAA, s.92(2)(3)).</p>	<p>If the contractor is only paid in part, it must distribute the amount received in the following manner:</p> <ol style="list-style-type: none"> on a rateable basis, the contractor must pay any of its subcontractors whose construction work is not covered by a notice of non-payment provided under subsection 9(3) and may retain any amount owed to the contractor by Her Majesty or the service provider for any of the contractor's own construction work that is not covered by such a notice; and then, from any remaining amount and on a rateable basis, the contractor must pay any of its subcontractors whose work is partly covered by a notice of non-payment provided under subsection 9(3) and may retain any amount owed to the contractor by Her Majesty or the service provider for any of the contractor's own construction work that is partly covered by such a notice (FPPCW, s.10(2)). 	<p>In situations of partial payment, where more than one subcontractor is entitled to payment:</p> <ol style="list-style-type: none"> where the amount not paid by the owner is specific to work or services performed or materials placed or furnished by a particular subcontractor or subcontractors, the remaining subcontractors must be paid and any amount paid by the owner with respect to the particular subcontractor or subcontractors is payable to them on a proportionate basis, as applicable; and in any other case, subcontractors must be paid on a proportionate basis (Bill NO. 119, s.4D(3)).

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10. Contractor's Obligation to Pay Despite Non-Payment by Owner	<p>If the owner does not pay some or all of a proper invoice within the time specified in subsection 6.4 (1), the contractor shall, no later than 35 days after giving the proper invoice to the owner, pay each subcontractor who supplied services or materials under a subcontract with the contractor that were included in the proper invoice the amount payable to the subcontractor, to the extent that he or she was not paid fully under subsection (2). (CA, s.6.5(4)).</p> <p>Note exception in CA section 6.5(5) and (6).</p>	<p>If the owner does not pay some or all of the amount payable under a proper invoice within the time specified in section 32.2(1), the contractor must, no later than 35 days after giving the proper invoice to the owner, pay each subcontractor the amount payable to each subcontractor for the work done or materials furnished under a subcontract with the contractor that were included in the proper invoice to the extent that the contractor was not paid in full under subsection (2) (PPCLA, s.32.3(4)).</p> <p>Note exception in PPCLA section 32.3(5) and (6).</p>	<p>If the owner does not pay, in full, the amount payable under a proper invoice within the time specified in subsection 5.4(1), the contractor shall, no later than 35 days after giving the proper invoice to the owner, pay to each subcontractor who supplied services or materials under a subcontract that were included in the proper invoice the amount payable to the subcontractor, to the extent that the subcontractor was not paid fully pursuant to subsection (2) (BLA, s.5.5(4)).</p> <p>Note exception in BLA section 5.5(5) and (6).</p>	<p>If an owner does not pay the full amount payable under a proper invoice within the time specified in section 10, the contractor shall pay the amount payable to each subcontractor who supplied services or materials included in the proper invoice under a subcontract with the contractor, to the extent that the subcontractor was not paid fully under subsection (2), no later than 35 days after giving the proper invoice to the owner (CPPAA s.12(4)).</p> <p>Note exception in CPPAA section 12(5) and (6).</p>	<p>If an owner does not pay, in full, the invoiced amount to the contractor within the 28-day period in subsection 90(1), the contractor must pay the amount invoiced for each of its applicable subcontractors, to the extent that it was not fully paid under section 92, within 35 days after giving the proper invoice to the owner (BLAA, s.93(1)).</p> <p>Note exceptions in BLAA section 93(2) and (3).</p>	N/A	<p>Where the owner does not pay some or all of a proper invoice within the time required by subsection 4C(1), the contractor must pay each subcontractor who performed work or services or placed or furnished materials under a subcontract with the contractor that were included in the proper invoice the amount payable to the subcontractor to the extent that the subcontractor was not fully paid (Bill NO. 119, s.4D(4)).</p>
11. Notice of Non-payment if Owner Does Not Pay	<p>The contractor's obligation to pay does not apply if the contractor gives to the subcontractor notice of non-payment, in the prescribed time limitations, manner and form (Form 1.2, O. Reg 303/18 s.2(1.1)).</p> <p>The notice of non-payment must:</p> <ol style="list-style-type: none"> state that the amount payable to the subcontractor is not being paid within the time specified due to non-payment by the owner; specify the amount not being paid; 	<p>The contractor's obligation to pay does not apply if the contractor gives to the subcontractor notice of non-payment, in the prescribed time limitations, manner and form (Form Regulation, Form 2).</p> <p>The notice of non-payment must:</p> <ol style="list-style-type: none"> state that the amount payable to the subcontractor is not being paid within the time specified due to non-payment by the owner; specify the amount not being paid; 	<p>The contractor's obligation to pay does not apply if the contractor gives to the subcontractor notice of non-payment, in the prescribed time limitations, manner and form (Form A.2 of the Appendix, BLA Reg 1 s.5.21).</p> <p>The notice of non-payment must:</p> <ol style="list-style-type: none"> state that the amount payable to the subcontractor is not being paid within the time specified due to non-payment by the owner; specify the amount not being paid; 	<p>The contractor's obligation to pay does not apply if the contractor gives to the subcontractor notice of non-payment, in the prescribed time limitations, manner and form.</p> <p>The notice of non-payment must:</p> <ol style="list-style-type: none"> state that the amount payable to the subcontractor is not being paid within the time specified due to non-payment by the owner; specify the amount not being paid; provide an undertaking to refer the dispute with 	<p>The contractor's obligation to pay does not apply if the contractor gives to the subcontractor notice of non-payment, in the prescribed time limitations, manner and form.</p> <p>The notice of non-payment must:</p> <ol style="list-style-type: none"> state that the amount invoiced for each applicable subcontractor was not paid by the owner within the 35-day period in section 93(1); specify the amount that was not paid to each applicable subcontractor because the owner 	<p>The contractor may decline to pay for some or all of the construction work if they provide the subcontractor with a notice of non-payment (FPPCW, s.10(3)).</p> <p>A notice of non-payment must include the following:</p> <ol style="list-style-type: none"> a description of the construction work covered by the notice of non-payment; the amount that will not be paid; the reasons for the non-payment, including whether the party that must pay does not have the necessary funds to do so as a result of also 	<p>The contractor's obligation to pay does not apply if the contractor gives to the subcontractor notice of non-payment, in the prescribed time limitations, manner and form.</p> <p>The notice of non-payment must:</p> <ol style="list-style-type: none"> state that some or all of the amount payable to the subcontractor is not being paid pursuant to subsection (4) due to non-payment by the owner, specify the amount not being paid, and

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	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>c. provide an undertaking to refer the matter to adjudication within 21 days of giving the notice to the subcontractor.</p> <p>The contractor must also send a copy of any notice of non-payment given by the owner under section 6.4(2) (CA, s.6.5(5)).</p>	<p>c. provide an undertaking to refer the dispute with the owner to adjudication within 21 days after providing notice to the subcontractor,</p> <p>include a copy of any notice of non-payment given by the owner under section 32.2(2) (PPCLA, s.32.3(5)).</p>	<p>c. provide an undertaking to refer the dispute with the owner to adjudication within 21 days after providing notice to the subcontractor;</p> <p>include a copy of any notice of non-payment given by the owner under section 5.4(2) (BLA, s.5.5(5)).</p>	<p>the owner to adjudication within 21 days after providing notice to the subcontractor.</p> <p>The contractor must also send a copy of any notice of non-payment given by the owner under section 11 (CPPAA, s.12(5)).</p>	<p>disputes the proper invoice;</p> <p>c. include an undertaking from the contractor to refer the matter between the contractor and the owner to adjudication within 21 days after the notice is given to the subcontractor; and</p> <p>d. include a copy of the notice of non-payment, if any, received by the contractor (BLAA, s.93(3)).</p>	<p>receiving a notice of non-payment that covers the construction work referred to in paragraph (a); and</p> <p>d. any other information prescribed by regulation (FPPCW, s.13).</p> <p>*Note these requirements apply to all notices of non-payment, not just those provided by an Owner / Her / His Majesty / a service provider.</p>	<p>iii. provide an undertaking to refer the matter to adjudication under Section 4J within the prescribed time.</p> <p>The contractor must also send a copy of any notice of non-payment given by the owner under subsection 4C(2) (Bill NO. 119, s.4D(5) and (6)).</p>
12. Notice of Non-Payment if Contractor Disputes Payment	<p>If a contractor disputes a subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>This notice must specify the amount that is not being paid and detail all of the reasons for non-payment (CA, s.6.5(6)).</p>	<p>If a contractor disputes a subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>This notice must specify the amount that is not being paid and detail all of the reasons for non-payment (PPCLA, s.32.3(6)).</p>	<p>If a contractor disputes a subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>This notice must specify the amount that is not being paid and detail all of the reasons for non-payment (BLA, s.5.5(6), Form A.3 of the Appendix, BLA Reg 1, s.22).</p>	<p>If a contractor disputes a subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>This notice must specify the amount that is not being paid and detail all of the reasons for non-payment (CPPAA, s.12(6)).</p>	<p>If a contractor disputes a subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time (BLAA, s.95(1) and (2)).</p> <p>This notice must specify the amount that is not being paid and detail all of the reasons for non-payment (BLAA, s.95(2)).</p>	See FPPCW s.10(3) detailed above.	N/A
13. Timing of Notices of Non-Payment	For the purposes of section 6.5(5) and (6), the contractor must give notice of non-payment no later than 7 days after receiving a notice of non-payment from the owner, or if no notice was given by the owner, before the expiry of the period	For the purposes of section 32.3(5) and (6), the contractor must give notice of non-payment no later than 7 days after receiving a notice of non-payment from the owner, or if no notice was given by the owner, before the expiry of the period referred to in	For the purposes of section 5.5(6) and (7), the contractor must give notice of non-payment no later than 7 days after receiving a notice of non-payment from the owner, or if no notice was given by the owner, before the expiry of the period referred to in s.5.5(4)) (BLA, s.5.5(7)).	For the purposes of section 12(5) and (6), the contractor must give notice of non-payment no later than 7 days after receiving a notice of non-payment from the owner, or if no notice was given by the owner, 35 days after giving a proper invoice to the owner (CPPAA, s.12(7)).	A contractor who disputes the entitlement of its subcontractors to an amount invoiced must give notice within 7 days of receiving payment of a notice of non-payment from the owner, or if no payment or notice is given by the owner, before the expiry of the 35-day period (BLAA, s.95(1)).	The contractor declines to pay for the construction work if they provide the subcontractor with a notice of non-payment within 28 days (FPPCW, s.10(3)).	N/A

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	referred to in s.6.5(4) (CA, s.6.5(7)).	s.32.3(4) (PPCLA, s.32.3(7)).					
14. Payment Deadline Once Payment Received from Owner	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the owner (CA, s.6.5(8)).	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the owner (PPCLA, s.32.3(8)).	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the owner (BLA, s.5.5(8)).	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the owner (CPPAA, s.12(8)).	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the owner (BLAA, s.94).	N/A	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the owner (Bill NO. 119, s.4D(7)).
15. Requirements After Receipt of Notice of Non-Payment	N/A	If a contractor receives a dispute notice by an owner, they are required to advise their subcontractors of such without delay (PPCLA, s.32.4(1)).	If a contractor receives a dispute notice by an owner, they are required to advise their subcontractors of such without delay (BLA, s.5.51(1)).	N/A	If a contractor receives a dispute notice by an owner, they are required to advise their subcontractors of such without delay (BLAA, s.91).	N/A	N/A
Payment Deadlines and Obligations: Subcontractor to Subcontractor							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
16. Subcontractor Receives Full or Partial Payment of a Proper Invoice When is Payment Due?	<p>A subcontractor the receives full payment must pay each subcontractor who supplied services and materials under a subcontract included in the proper invoice within 7 days of the contractor receiving payment (CA, s.6.6(1)).</p> <p>A subcontractor that receives partial payment must pay each subcontractor who supplied services or materials under a subcontract included in the proper invoice within 7 days of receiving payment (CA, s.6.6(2)).</p>	<p>A subcontractor that receives full payment must pay each subcontractor who supplied services and materials under a subcontract included in the proper invoice within 7 days of the contractor receiving payment (PPCLA, s.32.5(1)).</p> <p>A subcontractor that receives partial payment must pay each subcontractor who supplied services or materials under a subcontract included in the proper invoice within 7 days of receiving payment (PPCLA, s.32.5(2)).</p>	<p>A subcontractor that receives full payment must pay each subcontractor who supplied services and materials under a subcontract included in the proper invoice within 7 days of the contractor receiving payment (BLA, s.5.6(2)).</p> <p>A subcontractor that receives partial payment must pay each subcontractor who supplied services or materials under a subcontract included in the proper invoice within 7 days of receiving payment (BLA, s.5.6(2)).</p>	<p>A subcontractor that receives full payment must pay each subcontractor who supplied services and materials under a subcontract included in the proper invoice within 7 days of the contractor receiving payment (CPPAA, s.13(1)).</p> <p>A subcontractor that receives partial payment must pay each subcontractor who supplied services or materials under a subcontract included in the proper invoice within 7 days of receiving payment (CPPAA, s.13(2)).</p>	<p>A subcontractor that receives full payment must pay each subcontractor who supplied services and materials under a subcontract included in the proper invoice within 7 days of the contractor receiving payment (BLAA, s.97(1)).</p> <p>A subcontractor that receives partial payment must pay each subcontractor who supplied services or materials under a subcontract included in the proper invoice within 7 days of receiving payment (BLAA, s.97(1)).</p>	<p>A subcontractor that is paid by a contractor, must pay each of its subcontractors for the construction work that they invoiced and that was covered by the proper invoice and paid for by Her Majesty or the service provider within 42 days of the proper invoice being received by Her Majesty or the service provider (FPPCW, s.11(1)).</p>	<p>A subcontractor that receives full payment must pay each subcontractor who supplied services and materials under a subcontract included in the proper invoice within the prescribed time (Bill NO. 119, s.4E(1)).</p> <p>A subcontractor that receives partial payment must pay each subcontractor who supplied services or materials under a subcontract included in the proper invoice within the prescribed time (Bill NO. 119, s.4E(2)).</p>
17. Payment Rules if More Than One Subcontractor is Entitled	If the amount not paid by the contractor is specific to services or materials supplied by a particular	If the amount not paid by the contractor is specific to services or materials supplied by a particular	If the amount not paid by the contractor is specific to services or materials supplied by a particular	If the amount not paid by the contractor is specific to services or materials supplied by a particular	If the contractor's notice of non-payment specifies the amount withheld from applicable subcontractors	If the subcontractor is only paid in part, it must distribute the amount	In situations of partial payment, where more than one subcontractor is entitled to payment,

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to Payment in Partial Payment Situations	<p>subcontractor(s), the remaining subcontractors shall be paid, with any amount paid by the owner. Subcontractor(s) who are implicated in the dispute will be paid with money paid by the owner on a rateable basis, as applicable (CA, s.6.6(3)).</p> <p>In any other case, subcontractors shall be paid on a rateable basis (CA, s.6.6(3)).</p>	<p>subcontractor(s), the remaining subcontractors shall be paid, with any amount paid by the owner. Subcontractor(s) who are implicated in the dispute will be paid with money paid by the owner on a proportionate basis, as applicable (PPCLA, s.32.5(3)).</p> <p>In any other case, subcontractors shall be paid on a proportionate basis (PPCLA, s.32.5(3)).</p>	<p>subcontractor(s), the remaining subcontractors shall be paid, with any amount paid by the owner. Subcontractor(s) who are implicated in the dispute will be paid with money paid by the owner on a proportionate basis, as applicable (BLA, s.5.6(3)).</p> <p>In any other case, subcontractors shall be paid on a proportionate basis (BLA, s.5.6(3)).</p>	<p>subcontractor(s), the remaining subcontractors shall be paid, with any amount paid by the owner. Subcontractor(s) who are implicated in the dispute will be paid with money paid by the owner on a proportionate basis (CPPAA, s.13(3)).</p> <p>In any other case, subcontractors shall be paid on a proportionate basis (CPPAA, s.13(3)).</p>	<p>implicated in the dispute, the subcontractor must pay the portion received among all the applicable subcontractors in accordance with the notice (BLAA, s.97(2)(1)).</p> <p>If the contractor's notice of non-payment does not specify the amount withheld from the applicable subcontractors implicated in the dispute, the subcontractor must pay the portion received among all the applicable subcontractors on a proportionate basis (BLAA, s.97(2)(2)).</p> <p>In any other case, the subcontractor must pay the applicable subcontractors on a proportionate basis (BLAA, s.97(2)(3)).</p>	<p>received from the contractor in the following manner:</p> <p>a. on a rateable basis, the subcontractor must pay any of its subcontractors whose construction work is not covered by a notice of non-payment provided under subsection 10(3) and may retain any amount owed to the subcontractor by the contractor for any of the subcontractor's own construction work that is not covered by such a notice; and</p> <p>b. then, from any remaining amount and on a rateable basis, the subcontractor must pay any of its subcontractors whose work is partly covered by the notice of non-payment provided under subsection 10(3) and may retain any amount owed to the subcontractor by the contractor for any of the subcontractor's own construction work that is partly covered by such a notice (FPPCW, s.10(2)).</p>	<p>a. where the amount not paid by the contractor is specific to the work or services performed or materials placed or furnished by a particular subcontractor or subcontractors, the remaining subcontractors must be paid and any amount paid by the contractor with respect to the particular subcontractor or subcontractors is payable to them on a proportionate basis, as applicable; and</p> <p>b. in any other case, subcontractors must be paid on a proportionate basis (Bill NO. 119, s.4E(3)).</p>
18. Subcontractor's Obligation to Pay Despite Non-payment by Contractor	If the contractor does not pay some or all of the amount payable to a subcontractor in respect of a proper invoice within the time specified in section 6.5, the subcontractor shall, no later than the date specified in subsection (5), pay each	If the contractor does not pay some or all of the amount payable to a subcontractor in respect of a proper invoice within the time specified in section 32.3(1), the subcontractor must, no later than the date specified in subsection (5),	If the contractor does not pay, in full, the amount payable to a subcontractor with respect to a proper invoice within the time specified in subsection 5.5(1), the subcontractor shall, no later than the date specified in subsection (5),	If a contractor does not pay the full amount payable to a subcontractor within the time specified in subsection 12(1), the subcontractor shall, no later than the time specified in subsection (5), pay the amount payable to each subcontractor who	If a contractor does not pay, in full, the invoiced amount to the subcontractor within the 35-day period, the subcontractor must pay the amount invoiced for each of its applicable subcontractors, to the extent that it was not fully paid under section 97,	The subcontractor may decline to pay for some or all of the construction work if, no later than the 35th day after the day on which the proper invoice is received, the subcontractor provides its subcontractor with a	Where the contractor does not pay some or all of the amount payable to a subcontractor with respect to a proper invoice within the time required, the subcontractor must, within the prescribed time, pay each subcontractor who

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	<p>subcontractor who supplied services or materials under a subcontract between them that were included in the proper invoice the amount payable to the subcontractor, to the extent that he or she was not paid fully under subsection (2). (CA, s.6.6(4)).</p> <p>Payment must be made within 7 days after the subcontractor receives payment from the contractor, or, in the event that no payment is made by the contractor to the subcontractor, after 42 days after the proper invoice was given to the owner (CA, s.6.6(5)).</p> <p>Note exception in CA section 6.6(6) and (7).</p>	<p>pay each subcontractor the amount payable to each subcontractor for the work done or materials furnished under a subcontract with that subcontractor that were included in the proper invoice to the extent that the subcontractor was not paid in full under subsection (2) (PPCLA, s. 32.5(4)).</p> <p>Payment must be made within 7 days after the subcontractor receives payment from the contractor, or, in the event that no payment is made by the contractor to the subcontractor, after 42 days after the proper invoice was given to the owner (PPCLA, s.32.5(5)).</p> <p>Note exception in PPCLA 32.5(6) and (7).</p>	<p>pay to each subcontractor who supplied services or materials under a subcontract with that subcontractor that were included in the proper invoice the amount payable to the subcontractor, to the extent that the subcontractor was not paid fully pursuant to subsection (2) (BLA, s.5.6(4)).</p> <p>Payment must be made within 7 days after the subcontractor receives payment from the contractor, or, in the event that no payment is made by the contractor to the subcontractor, after 42 days after the proper invoice was given to the owner (BLA, s.5.6(5)).</p> <p>Note exception in BLA 5.6(6) and (7).</p>	<p>supplied services or materials included in the proper invoice under a subcontract with that subcontractor, to the extent that the subcontractor was not paid fully under subsection (2) (CPPAA, s.13(4)).</p> <p>Payment must be made within 7 days after the subcontractor receives payment from the contractor, or, in the event that no payment is made by the contractor to the subcontractor, after 42 days after the proper invoice was given to the owner (CPPAA, s.13(5)).</p> <p>Note exception in CPPAA s.13(6) and (7).</p>	<p>within 42 days after the proper invoice was given by the contractor to the owner (BLAA, s.98(1)).</p> <p>Payment must be made within 7 days after the subcontractor receives payment from the contractor or the notice of non-payment from the contractor, or in the event that no payment is made or notice is given by the contractor, before the expiry of the 42 day period (BLAA, s.100(1)).</p> <p>Note exception in BLAA s.98(2) and 100(2).</p>	<p>notice of non-payment (FPPCW, s.11(3)).</p>	<p>performed work or services or furnished or placed materials under a subcontract between them that were included in the proper invoice the amount payable to the subcontractor to the extent that the subcontractor was not fully paid (Bill NO. 119, s.4E(4)).</p>
19. Notice of Non-payment if Contractor Does Not Pay	<p>The subcontractor's obligation to pay does not apply if the subcontractor gives to their subcontractor(s) notice of non-payment, in the prescribed time limitations and form (Form 1.4, O. Reg. 303/18, s.2(1.1))</p> <p>The notice of non-payment must:</p> <p>a. state that the amount payable to the subcontractor is not being paid within the time specified due to</p>	<p>The subcontractor's obligation to pay does not apply if the subcontractor gives to their subcontractor(s) notice of non-payment, in the prescribed time limitations and form.</p> <p>A subcontractor may defer or dispute payment by issuing either a Form 5 or Form 6 as provided for in the PPCLA Forms Regulation.</p> <p>The notice of non-payment must:</p>	<p>The subcontractor's obligation to pay does not apply if the subcontractor gives to their subcontractor(s) notice of non-payment, in the prescribed time limitations and form.</p> <p>The notice of non-payment must:</p> <p>a. state that the amount payable to the subcontractor is not being paid within the time specified due to</p>	<p>The subcontractor's obligation to pay does not apply if the subcontractor gives to their subcontractor(s) notice of non-payment, in the prescribed time limitations and form.</p> <p>The notice non-payment must:</p> <p>a. state that the amount payable to the subcontractor is not being paid within the time specified due to</p>	<p>The subcontractor's obligation to pay does not apply if the subcontractor gives to their subcontractor(s) notice of non-payment, in the prescribed time limitations and form (BLAA, s.98(1)).</p> <p>The notice non-payment must:</p> <p>a. state that the amount payable to the subcontractor is not being paid within the time specified due to</p>	<p>See FPPCW s.11(3) detailed above.</p>	<p>The subcontractor's obligation to pay does not apply if the subcontractor gives to their subcontractor(s) notice of non-payment, in the prescribed time limitations and form (Bill NO. 119, s.4E(5)).</p> <p>The notice non-payment must:</p> <p>i. state that some or all of the amount payable to the subcontractor is not being paid pursuant to subsection</p>

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>non-payment by the contractor;</p> <p>b. specify the amount not being paid;</p> <p>c. unless the failure of the contractor to pay is as a result of non-payment by the owner, provide an undertaking to refer the matter to adjudication within 21 days of giving the notice to the subcontractor.</p> <p>The subcontractor is also required to send a copy of any notice of non-payment given by the subcontractor in relation to the proper invoice (CA, s.6.6(6)).</p>	<p>a. state that the amount payable to the subcontractor is not being paid within the time specified due to non-payment by the contractor;</p> <p>b. specify the amount not being paid;</p> <p>c. unless the failure of the contractor to pay is as a result of non-payment by the owner, provide an undertaking to refer the matter to adjudication within 21 days of giving the notice to the subcontractor.</p> <p>The subcontractor is also required to send a copy of any notice of non-payment given by the subcontractor in relation to the proper invoice (PPCLA, s.6.6(6)).</p>	<p>non-payment by the contractor;</p> <p>b. specify the amount not being paid;</p> <p>c. unless the failure of the contractor to pay is as a result of non-payment by the owner, provide an undertaking to refer the matter to adjudication within 21 days of giving the notice to the subcontractor.</p> <p>The subcontractor is also required to send a copy of any notice of non-payment given by the subcontractor in relation to the proper invoice (BLA s.5.6(6), Form A.4 of the Appendix to BLA Reg 1 s.5.23).</p>	<p>non-payment by the contractor;</p> <p>b. specify the amount not being paid;</p> <p>c. unless the failure of the contractor to pay is as a result of non-payment by the owner, provide an undertaking to refer the matter to adjudication within 21 days of giving the notice to the subcontractor.</p> <p>The subcontractor is also required to send a copy of any notice of non-payment given by the subcontractor in relation to the proper invoice (CPPAA, s.13(6)).</p>	<p>non-payment by the contractor;</p> <p>b. specify the amount not being paid;</p> <p>c. unless the failure of the contractor to pay is as a result of non-payment by the owner, provide an undertaking to refer the matter to adjudication within 21 days of giving the notice to the subcontractor,</p> <p>include a copy of any notice of non-payment received by the subcontractor (BLAA, s.98(3)).</p>		<p>(4) due to non-payment by the contractor,</p> <p>ii. specify the amount not being paid, and</p> <p>iii. unless the failure of the contractor to pay is as a result of non-payment by the owner, provide an undertaking to refer the matter to adjudication under Section 4J within the prescribed time.</p> <p>The subcontractor is also required to send a copy of any notice of non-payment given by the subcontractor in relation to the proper invoice (Bill NO. 119, s.4E(5)).</p>
20. Notice of Non-payment if Subcontractor Disputes Payment	<p>If a subcontractor disputes another subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>A notice of this kind must specify the amount that is not being paid and detail all of the reasons for non-payment (CA, s.6.6(7))</p>	<p>If a subcontractor disputes another subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>A notice of this kind must specify the amount that is not being paid and detail all of the reasons for non-payment (PPCLA, s.32.5(7)).</p>	<p>If a subcontractor disputes another subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>A notice of this kind must specify the amount that is not being paid and detail all of the reasons for non-payment (BLA s.5.6(7), Form A.5 of the Appendix to BLA Reg 1 s.5.24)).</p>	<p>If a subcontractor disputes another subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>A notice of this kind must specify the amount that is not being paid and detail all of the reasons for non-payment (CPPAA, s.13(7)).</p>	<p>If a subcontractor disputes another subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>A notice of this kind must specify the amount that is not being paid and detail all of the reasons for non-payment (BLAA, s.100(2)).</p>	See FPPCW s.10(3) detailed above.	<p>If a subcontractor disputes another subcontractor's entitlement to payment, in whole or in part, they may refuse to pay all or a portion of the amount if the contractor gives notice of non-payment, in the prescribed form, manner, and time.</p> <p>A notice of this kind must specify the amount that is not being paid and detail all of the reasons for non-payment (Bill NO. 119, s.4E(6)).</p>

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
21. Timing of Notices of Non-Payment	For the purposes of section 6.6(6) and (7), the subcontractor must give notice of non-payment no later than 7 days after receiving a notice of non-payment from the owner, or if no notice was given by the owner, before the expiry of the period referred to in s.6.6(5)(b) (CA, s.6.6(8)).	The subcontractor must give notice of non-payment no later than 7 days after receiving a notice of non-payment from the contractor, or if no notice was given by the contractor, before the expiry of the period referred to in S.32.5(5)(b) (PPCLA, s.32.5(8)).	For the purposes of section 5.6(6) and (7), the subcontractor must give notice of non-payment no later than 7 days after receiving a notice of non-payment from the contractor, or if no notice was given by the owner, before the expiry of the period referred to in s.5.5(5)(b) (BLA, s. 5.6(8)).	For the purposes of section 13(6) and (7), the subcontractor must give notice of non-payment no later than 7 days after receiving a notice of non-payment from the contractor, or if no notice was given by the owner, within 42 days after a proper invoice was given to the owner (CPPAA, s.13(8)).	A subcontractor who disputes the entitlement of one or more of its applicable subcontractors must give a notice of non-payment to each applicable subcontractor either within 7 days of receiving payment or the notice of non-payment from the contractor or subcontractor, or if no payment or notice is given, before the expiry of the 42-day period (BLAA, s.100(1)).	The subcontractor may decline to pay for some or all of the construction work if, no later than the 35th day after the day on which the proper invoice is received (FPPCW, s.11(3)).	N/A
22. Payment Deadline Once Payment Received from Contractor	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the contractors (CA, s.6.6(9)).	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the contractors (PPCLA, s.32.5(9)).	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the contractors (BLA, s.5.6(9)).	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the contractors (CPPAA, s.13(9)).	N/A	N/A	Regular prompt payment timelines apply to amounts which are the subject of a notice once paid by the contractors (Bill NO. 119, s.4E(7)).
23. Confirmation of Date of Proper Invoice	On request of a subcontractor, a contractor must provide confirmation of the date on which the contractor gave a proper invoice to the owner (CA, s.6.6(10)).	On request of a subcontractor, a contractor must provide confirmation of the date on which the contractor gave a proper invoice to the owner (PPCLA, s.32.5(10)).	On request of a subcontractor, a contractor must provide confirmation of the date on which the contractor gave a proper invoice to the owner (BLA, s.5.6(10)).	On request of a subcontractor, a contractor must provide confirmation of the date on which the contractor gave a proper invoice to the owner (CPPAA, s.13(10)).	On request, the contractor or subcontractor, must provide its applicable subcontractor with the date on which the contractor have the proper invoice to the owner (BLAA, s.89).	On request, a contractor must inform any subcontractor in the subcontracting chain of the date on which Her Majesty or the service provider received a proper invoice from the contractor (FPPCW, s.9(5)).	On the request of a subcontractor who is required to make payments in accordance with this Section, a contractor shall, as soon as possible, provide to the subcontractor confirmation of the date on which the contractor gave a proper invoice to the owner (Bill NO. 119, s.4E(8)).
24. Requirements After Receipt of Notice of Non-Payment	N/A	If a subcontractor receives a dispute notice by an owner, they are required to advise their subcontractors of such without delay (PPCLA, s.32.4(2)).	If a subcontractor receives a dispute notice by an owner, they are required to advise their subcontractors of such without delay (BLA, s.5.51(2)).	N/A	A subcontractor who receives a notice of non-payment from the contractor must advise its applicable subcontractors that the subcontractor has received the notice without delay (BLAA, s.96). A subcontractor of a subcontractor's subcontractor	N/A	

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
					who receives a notice of non-payment must, without delay and in accordance with the regulations, advise its applicable subcontractors that it has received the notice (BLAA, s.101(1)).		
25. Application Down the Subcontracting Chain	This section applies, with necessary modifications, in respect of a subcontractor who is entitled to payment in accordance with this section and any amounts payable by that subcontractor to any other subcontractor under a subcontract in respect of the improvement (CA, 6.6(11)).	This section applies, with necessary modifications, in respect of a subcontractor who is entitled to payment in accordance with this section and any amounts payable by that subcontractor to any other subcontractor under a subcontract in respect of the work done or materials furnished (PPCLA, s.32.5(11)).	This section applies, with any necessary modification, to a subcontractor who is entitled to payment in accordance with this section and to any amounts payable by that subcontractor to any other subcontractor under a subcontract with respect to the improvement (BLA, s.5.6(11)).	This section applies with the necessary modifications to a subcontractor who is entitled to payment in accordance with this section and to any amounts payable by that subcontractor to another subcontractor who supplied services or materials included in the proper invoice (CPPAA, s.13(11)).	Sections 97 to 100 apply to each applicable subcontractor of a subcontractor's subcontractor who is entitled to payment in accordance with those sections and to any amounts payable by that subcontractor to its applicable subcontractors (BLAA, s.101(2)).	This section applies to any other subcontractor in the subcontracting chain, with any necessary modifications, so that, <ol style="list-style-type: none"> any subcontractor that is paid under subsection (1) must pay its subcontractors no later than the 49th day after the day on which the proper invoice is received by Her Majesty or the service provider and those subcontractors must pay any of their subcontractors no later than the 56th day after the day on which the proper invoice is received and so on, in increments of 7 days, until the end of the subcontracting chain; and any subcontractor that is paid under subsection (1) may decline to pay any of its subcontractors if it provides them with a notice of non-payment no later than the 42nd day after the day on which the proper invoice is received by Her Majesty or the service provider and those 	This section applies, with necessary changes, with respect to a subcontractor who is entitled to payment in accordance with this Section and to any amounts payable by that subcontractor to any other subcontractor under a subcontract with respect to the work, service or materials (Bill NO. 119, s.4E(9)).

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
						subcontractors may decline to pay any of their subcontractors if they provide them with a notice of non-payment no later than the 49th day after the day on which the proper invoice is received and so on, in increments of 7 days, until the end of the subcontracting chain (FPPCW, s.11(4)).	
Miscellaneous							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
26. No Effect on Wages	The prompt payment regime in Ontario does not affect the obligations of a contractor or subcontractor to pay their employees (CA, s.6.8).	The prompt payment regime in Alberta does not affect the obligations of a contractor or subcontractor to pay their employees (PPCLA, s.32.7).	The prompt payment regime in Saskatchewan does not affect the obligations of a contractor or subcontractor to pay their employees (BLA, s.5.8).	The prompt payment regime in New Brunswick does not affect the obligations of a contractor or subcontractor to pay their employees (CPPAA, s.14(2)).	The prompt payment regime in Manitoba does not affect the obligations of a contractor or subcontractor to pay their employees (BLAA, s.84).	N/A	The prompt payment regime in Nova Scotia does not affect the obligations of a contractor or subcontractor to pay their employees (Bill NO. 119, s.4I)
27. Interest on Late Payments	Interest will accrue on all amounts included in a proper invoice at a prejudgment rate determined by section 127(2) of the Courts of Justice Act , or as specified in the contract (which ever amount if greater) (CA, s.6.9).	Interest will be charged on all amounts included in a proper invoice which are due but unpaid (PPCLA, s.32.6) The rate of interest charge will be determined by the amount set forth in the parties contract, or if no rate is specified, in accordance with the Judgment Interest Regulation (AR 215/2011) (PPCLA Regulation, s.4).	Interest will accrue on all amounts not paid when due at the pre-judgement interest rate in effect pursuant the greater of either the amount specified in the Pre-judgement Interest Act , or the interest rate provided for in the contract (if there is one) (BLA, s.5.9).	Interest will accrue on all amounts included in a proper invoice at a prejudgment rate determined by regulation or, at the rate specified in the contract or subcontract if higher than as provided by the regulation (CPPAA, s.17).	Interest will be charged on all amounts included in a proper invoice which are due but unpaid. The rate of interest charge will be determined by the amount set forth in the parties contract, or if no rate is specified, in accordance with section 79 of The Court of King's Bench Act , which ever is greater (BLAA, s.102).	Interest must be paid and begins to accrue on the following unpaid amounts from the expiry of the time limit for payment provided under this Act or, when applicable, the shorter time limit set out in the contract between the parties: a. any amount that is not covered by a notice of non-payment; b. any amount that is covered by a notice of non-payment, if the only reason for non-payment of that amount is that the party that must pay does not have the necessary funds to do so as a result of also receiving a notice	Interest begins to accrue on an amount that is not paid when it is due to be paid under Sections 4C to 4E at the prime rate of interest then commonly charged by chartered banks plus two per cent or, where the contract or subcontract specifies a different interest rate for that purpose, the greater of the prime rate of interest plus two per cent and the interest rate specified in the contract or subcontract (Bill NO. 119, s.4H).

Timelines for Payment and Notice Obligations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
						<p>of non-payment that covers the construction work that must be paid for; and</p> <p>c. any amount that is covered by a notice of non-payment, if there is a reason for non-payment of that amount other than the reason referred to in paragraph (b), but only for the portion of that amount that an adjudicator orders to be paid (FPPCW, s.14(1)).</p> <p>The interest rate applicable is the rate prescribed by regulation or, if the contract between the parties sets out an interest rate, the greater of the rate prescribed by regulation and the rate set out in the contract (FPPCW, s.14(2)).</p> <p>Interest awarded under subsection 14(2) of the Act is calculated as simple interest that is equivalent to the average bank rate plus 3% per year, from the due date until receipt of payment (Criteria Regulation, s.4(1)).</p>	

**APPENDIX D: DUTIES, POWERS, AND RESPONSIBILITIES OF THE NOMINATING (OR
ADJUDICATION) AUTHORITY CROSS-JURISDICTIONAL COMPARATIVE TABLE**

See attached.

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Authorized Nominating Authority	The Minister may designate an entity to act as Authorized Nominating Authority for the purposes of this Part (CA, s.13.2(1)).	Under the PPCLA, the Minister may designate one or more Nominating Authorities to hear the dispute (PPCLA, s 33.2(1)).	<p>The Minister may designate an entity to act as the Adjudication Authority for the purposes of this Part (BLA, s.21.12(1)).</p> <p>A designation may be terminated at the Minister's discretion (B-71. Reg 1, s.5.4(2)).</p>	The Minister may, in accordance with any criteria prescribed by regulation, designate an Adjudicator Authority (CPPAA, s.18(1)).	<p>The Minister must designate one of the following as the adjudication authority for the purpose of this Division:</p> <ol style="list-style-type: none"> a government employee; a person or entity that meets the criteria set out in the regulations (BLAA, s.104(1)). 	The Minister may, in accordance with any criteria prescribed by regulations, designate the Adjudicator Authority (FPPCW, s.15).	<p>The Minister has the general supervision and management of this Act (Bill NO. 211, s. 3A (1)).</p> <p>The Minister may</p> <ol style="list-style-type: none"> designate an entity to act as the Adjudication Authority for the purpose of managing the adjudication of disputes referred to adjudication under Section 4J; and terminate a designation made under clause (a) and designate a new entity to act as the Adjudication Authority (Bill NO. 211, s. 3A (2)(a) and (b)).
2. Eligibility to be Designated a Nominating Authority	<p>This entity designated an Authorized Nominating Authority meet the prescribed criteria (if any) (CA, s.13.2(2)).</p> <p>To be eligible to be designated to act as Authorized Nominating Authority, an entity must,</p> <ol style="list-style-type: none"> submit an application to the Minister in the time and manner specified by the Minister; and agree in writing to abide by any conditions of designation specified by the Minister, including any conditions respecting the term or termination of any such designation (O. Reg. 306/18 s.2). 	To be designated as a Nominating Authority under section 33.2(1) of the Act, an entity must submit an application to the Minister in the time and manner specified by the Minister (PPCLA Regulation, s.6).	<p>An entity must meet the prescribed criteria, if any, in order to be eligible to be designated pursuant to subsection (1) or to act as the Adjudication Authority (BLA, s.21.12(2)).</p> <p>For the purposes of subsection 21.12(2) of the Act, an entity must meet the following criteria to be eligible for designation as the Adjudication Authority:</p> <ol style="list-style-type: none"> it must submit an application to the Minister; it must agree in writing to abide by any conditions of designation specified by the Minister, including any conditions respecting the term or 	N/A	N/A	N/A	An entity must meet the criteria prescribed by the regulations to be designated and to act as the Adjudication Authority (Bill NO. 211, s.3B).

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	In the case of an application made to the Authority on or before the first anniversary of the coming into force of O. Reg 306/18, the Authority could waive the requirement in paragraph 2 of subsection (2) if the applicant has experience or education qualifications that are at least equivalent to the successful completion of the training programs referred to in that paragraph (O. Reg 306/18 s.3(4)).		termination of any such designation (BLA Reg 1, s.5.4(1)).				
3. Eligibility to be Issued a Certificate of Qualification	<p>The Authority may issue a certificate of qualification to adjudicate to an individual who meets the requirements and qualifications set out in subsection 3 (2) and who applies to the Authority in accordance with its procedures (O. Reg. 306/18 s.3(1)).</p> <p>An individual who meets the following requirements and qualifications is eligible to hold a certificate of qualification to adjudicate:</p> <ol style="list-style-type: none"> the individual has, in the Authority's view, at least 10 years of relevant working experience in the construction industry; the individual has successfully completed the training programs provided under clause 8 (a), subject to subsection (4) of this section; 	<p>A Nominating Authority may issue a certificate of qualification to adjudicate to an individual who is eligible under subsection 7 (2) and who applies to the Nominating Authority in accordance with its procedures (PPCLA Regulation, s.7(1) and (2)).</p> <p>To hold a certificate and individual must meet the following requirements and qualifications:</p> <ol style="list-style-type: none"> have at least 10 years of relevant work experience in the construction sector in the opinion of the Nominating Authority; have sufficient knowledge and experience in: (i) dispute resolution; (ii) contract law; (iii) legislative interpretation; (iv) determination writing; 	<p>The Authority may issue a certificate of qualification to adjudicate to an individual who:</p> <ol style="list-style-type: none"> has at least 10 years of relevant working experience in the construction industry; has successfully completed the training programs provided pursuant to section 5.43; is not an undischarged bankrupt; has not been convicted of an indictable offence in Canada or of a comparable offence outside Canada; has paid the Authority the required fees for training and qualification of a person as an adjudicator; and has agreed in writing to abide by the requirements for adjudicators set out in 	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>3. the individual is not an undischarged bankrupt;</p> <p>4. the individual has not been convicted of an indictable offence in Canada or of a comparable offence outside Canada;</p> <p>5. the individual pays to the Authority the required fees, costs or charges for training and qualification as an adjudicator;</p> <p>6. the individual agrees in writing to abide by the requirements for holders of certificates set out in section 4 (O. Reg 306/18 s. 3(2)).</p> <p>For the purposes of section 1(2), examples of relevant working experience in the construction industry may include experience working in the industry as an accountant, architect, engineer, quantity surveyor, project manager, arbitrator or lawyer (CA, s.3(3)).</p> <p>The holder of a certificate of qualification to adjudicate is an adjudicator for the purposes of Part II.1 of the Act (O. Reg 306/18 s.3(7)).</p>	<p>(v) ethics; (vi) jurisdiction; (vii) adjudication process;</p> <p>c. is not an undischarged bankrupt;</p> <p>d. have not been convicted of an indictable offence in Canada or of a comparable offence outside Canada;</p> <p>e. have paid the required fees, costs or charges for training and qualification as an adjudicator;</p> <p>f. have agreed in writing to abide by the code of conduct (PPCLA Regulation, s.7(2)).</p>	<p>subsection (4) (BLA Reg 1, s.5.41(1)).</p> <p>Relevant working experience in the construction industry may include experience working in the industry as an accountant, architect, engineer, quantity surveyor, project manager, arbitrator or lawyer (BLA Reg 1, s.5.41(2)).</p>				
4. Certificate of Qualification Validity Period	A certificate of qualification to adjudicate is valid for the period specified for it by the Authority, but the Authority may renew it for one or more further periods if the holder	A certificate issued under this section is valid for the period specified in it to a maximum of 3 years and may be renewed for one or more further periods not	A certificate of qualification issued to an adjudicator is valid for the period specified by the Authority and, unless suspended or cancelled pursuant to section 5.42,	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	continues to be eligible to hold the certificate (O. Reg 306/18 s.3(5)). This validity period is subject to the suspension or cancellation of the holder's certificate by the authority (O. Reg 306/18 s.3(5)).	exceeding 3 years on each renewal, if the adjudicator holding the certificate continues to be eligible under subsection 7(2) (PPCLA Regulation, s.7(3)). Certificates issued by a Nominating Authority shall cease to be valid if a. the designation of the Nominating Authority is terminated, or b. the Nominating Authority ceases to operate (PPCLA Regulation, s.7(4)).	may be renewed by the Authority for one or more further periods if the adjudicator continues to meet the qualifications set out in subsection (1) (BLA Reg 1, s.5.41(3)).				
5. Duties and Powers of the Authority	<p>The Authority must:</p> <ol style="list-style-type: none"> develop and oversee programs for the training of persons as adjudicators; qualify persons who meet the prescribed requirements as adjudicators; establish and maintain a publicly available registry of adjudicators; appoint adjudicators for the purposes of subsection 13.9 (5); and perform any other duties of the Authority set out in this Part or that may be prescribed for the purposes of this Part (CA, 13.3(1)). <p>The Authority may:</p> <ol style="list-style-type: none"> set fees, costs or other charges related to the administration of 	<p>Nominating Authorities must:</p> <ol style="list-style-type: none"> qualify persons who meet the prescribed requirements as adjudicators; appoint adjudicators for the purposes of this Part; arrange for the hearing by adjudicators of prescribed matters for which that Nominating Authority is responsible; develop and oversee programs for the training of persons as adjudicators; establish and maintain a publicly available registry of adjudicators; perform any other duties as may be prescribed for the purposes of this Part (PPCLA, s.33.2(1)). 	<p>The Authority must:</p> <ol style="list-style-type: none"> develop and oversee programs for the training of persons as adjudicators; qualify persons who meet the prescribed requirements as adjudicators; establish and maintain a publicly available registry of adjudicators; appoint adjudicators for the purposes of subsection 21.32(5); perform any other duties of the Authority set out in this Part; and perform any other prescribed duties (BLA, s.21.13(1)). <p>The Authority may:</p> <ol style="list-style-type: none"> set fees for the training and qualification of 	<p>The Adjudicator Authority shall perform the duties prescribed by regulation ((CPPAA, s.18(2)).</p> <p>The Adjudication Authority and may exercise the powers prescribed by regulation (CPPAA, s.18(2)).</p>	<ol style="list-style-type: none"> The adjudication authority must: develop and oversee programs for the training of persons as adjudicators; assess qualifications of persons to determine whether they meet the requirements for registration as an adjudicator set out in the regulations; establish and maintain a publicly available registry of adjudicators; appoint adjudicators for the purpose of subsection 110(4); perform any other duties of the adjudication authority for the purposes of this Division; and 	<p>The Adjudicator Authority has the following powers, duties and functions:</p> <ol style="list-style-type: none"> develop and provide initial training and continuing education for adjudicators; issue, renew, suspend or cancel certifications for adjudicators; ensure that adjudicators meet all eligibility and criteria set out in these Regulations; maintain a publicly accessible list of adjudicators, including their qualifications; establish and maintain a fee schedule that reflects the experience of the adjudicator and the complexity of the dispute; regulate the conduct of adjudicators, including 	<p>The Adjudication Authority shall:</p> <ol style="list-style-type: none"> develop and oversee training programs for adjudicators; qualify as adjudicators persons who meet the requirements prescribed by the regulations; establish and maintain a public registry of adjudicators; appoint adjudicators to disputes referred to adjudication under Section 4J; and perform such other duties of the Adjudication Authority as are set out in this Act and the regulations (Bill NO. 211, s.3C). <p>The Authority may:</p> <ol style="list-style-type: none"> set fees, costs and other charges related to the

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>adjudication under this Part, including fees, costs or charges for the training and qualification of persons as adjudicators or for the appointment of adjudicators, and require their payment; and</p> <p>b. exercise any other power of the Authority set out in this Part or that may be prescribed for the purposes of this Part (CA, 13.3(2)).</p>		<p>persons as adjudicators; and</p> <p>b. set fees to be paid to adjudicators pursuant to section 21.4, and require their payment;</p> <p>c. exercise any other power of the Authority set out in this Part; and</p> <p>d. exercise any other prescribed power (BLA, s.21.13(2)).</p>		<p>g. perform any other duties set out in the regulations (BLAA, s.104(3)).</p>	<p>by establishing a code of conduct;</p> <p>g. address complaints against adjudicators respecting breaches of the code of conduct, including by establishing a complaints procedure;</p> <p>h. consider the circumstances in which an adjudicator is not required to determine a dispute under paragraph 5(d) of the Federal Prompt Payment for Construction Work Regulations (Criteria, Timelines, Interest and Circumstances); and</p> <p>i. if an adjudicator can no longer determine a dispute for one of the circumstances set out in section 5 of the Federal Prompt Payment for Construction Work Regulations (Criteria, Timelines, Interest and Circumstances), appoint their replacement (Dispute Resolution Regulation, s.4).</p>	<p>administration and performance of adjudication including:</p> <p>i. the training and qualification of adjudicators,</p> <p>ii. the appointment of adjudicators, and</p> <p>iii. the hearing of disputes;</p> <p>b. require the payment of fees, costs and charges set under clause (a); and</p> <p>c. exercise any other power prescribed for the Adjudication Authority under the regulations (Bill NO. 211, s.3D(1)).</p>
6. Minister as Interim Authority	<p>The Minister may act as a Nominating Authority on an interim basis (CA, 13.4(1)).</p> <p>The Minister acting in an interim capacity must perform the duties of the Authority and may perform the powers of the Authority (CA, s.13.4(2)).</p>	<p>The Minister may act as a Nominating Authority on an interim basis (PPCLA, s. 33.3.).</p>	<p>The Minister may act as Adjudication Authority on an interim basis (BLA, s.21.2(1 and 2)).</p> <p>The Minister acting in an interim capacity must perform the duties of the Authority and may perform the powers of the Authority, other than those set out in</p>	<p>The Minister may act as a Nominating Authority on an interim basis (CPPAA, s.19(1)).</p> <p>The Minister acting in an interim capacity must perform the duties of the Authority and may perform the powers of the Authority (CPPAA, s.19(2)).</p>	<p>For the purpose of clause (1)(a), the Minister may designate the government employee to act as the adjudication authority on an interim basis until a person or entity that meets the criteria is designated (BLAA, s.104(2)).</p> <p>If a government employee is designated to act as the</p>	N/A	<p>The Minister may act as the Adjudication Authority during a period when</p> <p>i. an entity has not been designated pursuant to clause (a), or</p> <p>ii. the Adjudication Authority is not permitted by Section 2B to act (Bill NO. 211, Amendment s. 3A (2)(c)).</p>

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	A duty of the Authority that is set out in the regulations for the purposes of clause 13.3 (1) (e) must only be performed by the Minister if the regulations prescribed for the purposes of this section (CA, s.13.4(3)).		s.21.13(1)(a) and 21.13(2)(a) (BLA, s.21.2(2)).	The Minister must not perform any duty or exercise any power of the Adjudicator Authority that is prescribed by regulation (CPPAA, s.19(3)).	adjudication authority on an interim basis, they are not required to perform the adjudication authority's duty under clause (3)(a) (BLAA, s.104(4)).		
7. Responsibilities of Certificate Holders	<p>Every holder of a certificate of qualification to adjudicate shall:</p> <ul style="list-style-type: none"> a. successfully complete the continuing training programs provided under clause 8 (b); b. comply with the code of conduct; c. on its request, provide to the Authority proof, in the time and manner specified by the Authority, of the holder's eligibility to hold the certificate; d. immediately notify the Authority in writing if he or she ceases to be eligible to hold the certificate; e. maintain records as required by the Authority and report information respecting the records to the Authority on its request; f. pay to the Authority the required fees, costs or charges for training and qualification as an adjudicator; and g. comply with the Act and this Regulation, and with any further directions or 	<p>Every adjudicator holding a certificate must:</p> <ul style="list-style-type: none"> a. successfully complete all training programs required by the issuing Nominating Authority under section 33.2(2)(d) of the Act and section 11, b. comply with the code of conduct of the issuing Nominating Authority, and c. pay to the issuing Nominating Authority the required fees, costs or charges for the training and qualifications necessary to act as an adjudicator (PPCLA Regulation, s.8). 	<p>Every adjudicator holding a certificate must:</p> <ul style="list-style-type: none"> a. successfully complete the continuing training programs required by the Authority; b. comply with the code of conduct; c. on receiving a request from the Authority, provide the Authority with proof of the adjudicator's eligibility to continue to hold a certificate of qualification; d. immediately notify the Authority in writing if the adjudicator ceases to meet the qualifications set out in subsection (1); e. maintain records as required by the Authority and report information respecting the records to the Authority on its request; f. pay to the Authority the required fees for training and qualification as an adjudicator; and g. comply with the Act and these regulations, and any further directions or requirements of the 	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	requirements of the Authority (O. Reg. 306/18, s.4).		Authority (BLA Reg 1, s.5.41(4)).				
8. Suspension and Cancellation of Certificate	<p>The Authority may suspend or cancel a holder's certificate of qualification to adjudicate if it is reasonably satisfied that,</p> <p>a. the holder has ceased to be eligible to hold the certificate under section 3, or has failed to comply with the code of conduct or to meet any other requirement of section 4;</p> <p>b. the holder is incompetent or unsuitable to conduct adjudications; or</p> <p>c. the certificate was issued or renewed on the basis of a false or misleading representation or declaration (O. Reg. 306/18 s. 5(1)).</p> <p>The Authority may lift the suspension of a certificate of qualification to adjudicate if the Authority is reasonably satisfied that the circumstances giving rise to the suspension no longer exist and the holder is eligible to hold the certificate (O. Reg. 306/18 s.5(2)).</p> <p>The Authority may re-issue a cancelled certificate of qualification to adjudicate if the Authority is reasonably</p>	<p>A certificate may be cancelled or suspended if the Nominating Authority is satisfied that:</p> <p>a. the adjudicator holding the certificate (i) is no longer eligible under section 7(2) to hold the certificate, or (ii) does not meet one of the responsibilities under section 8,</p> <p>b. the adjudicator holding the certificate is incompetent or otherwise unqualified to conduct adjudications, or</p> <p>c. the certificate was issued or renewed on the basis of a false or misleading representation or declaration (PPCLA Regulation, s.9(1)).</p> <p>An adjudicator whose certificate is suspended or cancelled must not conduct or continue to conduct any adjudication (PPCLA Regulation, s.9(2)).</p> <p>The issuing Nominating Authority may terminate the suspension of a certificate if satisfied the circumstances giving rise to the suspension no longer exist and the adjudicator is eligible to hold</p>	<p>The Authority may suspend or cancel an adjudicator's certificate of qualification if the Authority is reasonably satisfied that:</p> <p>a. the adjudicator is no longer qualified as an adjudicator in accordance with subsection 5.41(1) or has failed to meet any requirement set out in subsection 5.41(4);</p> <p>b. the adjudicator is incompetent or unsuitable to conduct adjudications; or</p> <p>c. the Authority qualified the adjudicator on the basis of a false or misleading representation or declaration (B-71. Reg 1, s.5.42(1)).</p> <p>The Authority may lift a suspension issued pursuant to subsection (1) if the Authority is reasonably satisfied that the circumstances giving rise to the suspension no longer exist and the adjudicator meets the qualifications and requirements set out in section 5.41 (BLA Reg 1, s.5.42(2)).</p> <p>The Authority may reissue a certificate of qualification</p>	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>satisfied that the circumstances giving rise to the cancellation no longer exist and the holder is eligible to hold the certificate (O. Reg. 306/18 s.5(3)).</p> <p>A holder whose certificate of qualification is suspended or cancelled ceases, for the duration of the suspension or cancellation, to be authorized to conduct adjudications or to continue to conduct any ongoing adjudication (O. Reg. 306/18 s.5(4)).</p>	<p>the certificate (PPCLA Regulation, s.9(3)).</p> <p>Conversely, a Nominating Authority may re-issue a cancelled certificate (PPCLA Regulation, s.9(4)).</p>	<p>that had been cancelled if the Authority is reasonably satisfied that the circumstances giving rise to the cancellation no longer exist and the person is eligible to be qualified as an adjudicator (BLA Reg 1, s.5.42(3)).</p> <p>A person whose certificate of qualification is suspended or cancelled ceases, for the duration of the suspension or cancellation, to be authorized to conduct adjudications or to continue to conduct any ongoing adjudication (BLA Reg 1, s.5.42(4)).</p>				
9. Code of Conduct	<p>The Authority shall establish and maintain a code of conduct for adjudicators and must make the code of conduct publicly available on its website (O. Reg. 306/18, (7 (1)).</p> <p>The code of conduct shall address, at a minimum, the following matters:</p> <ol style="list-style-type: none"> 1. conflicts of interest and related procedural matters; 2. principles of proportionality in the conduct of an adjudication, and the need to avoid excess expense; 3. principles of civility, procedural fairness, competence and 	<p>A Nominating Authority shall establish and maintain a code of conduct for adjudicators and shall make the code of conduct publicly available on its website (PPCLA Regulation, s.10(1)).</p> <p>A code of conduct shall address, at a minimum, the following matters:</p> <ol style="list-style-type: none"> a. conflicts of interest and related procedural matters; b. principles of procedural fairness and proportionality in the conduct of an adjudication and the 	<p>The Authority shall establish and maintain a code of conduct for adjudicators and must make the code of conduct publicly available on its website (BLA Reg 1, s.5.43(1)(c)).</p> <p>This code of conduct must address the following:</p> <ol style="list-style-type: none"> a. conflicts of interest and related procedural matters; b. principles of proportionality in the conduct of an adjudication and the need to avoid excess expense; c. principles of civility, procedural fairness, competence, and 	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>integrity in the conduct of an adjudication;</p> <p>4. the confidentiality of information disclosed in relation to an adjudication;</p> <p>5. procedures for ensuring the accuracy and completeness of information in the adjudicator registry (O. Reg. 306/18, (7 (2))).</p> <p>The Authority must indicate on its website the effective date of every change it makes to the code of conduct, other than changes of a typographical or similar nature (O. Reg. 306/18, 7(5)).</p> <p>An archive of previous codes of conduct must be maintained (O. Reg. 306/18, s.7(7))</p>	<p>need to avoid excess expense;</p> <p>c. principles of civility, competence, integrity and impartiality of an adjudicator in the conduct of an adjudication;</p> <p>d. the confidentiality of information disclosed in relation to an adjudication (PPCLA Regulation, s.10(2)).</p> <p>An archive of previous codes of conduct must be maintained (PPCLA Regulation, s.10(3)).</p> <p>The code of conduct must not restrict an adjudicator from holding a certificate from another Nominating Authority (PPCLA Regulation, s.10(4)).</p>	<p>integrity in the conduct of an adjudication;</p> <p>d. the confidentiality of information disclosed in relation to an adjudication;</p> <p>e. procedures for ensuring the accuracy and completeness of information in the registry (BLA Reg 1, s.5.43(2)).</p> <p>The Authority must indicate on its website the effective date of every change to the code of conduct, except those of a typographical or similar nature; and maintain an archive of all previous versions of the code of conduct (BLA Reg 1, s.5.43(3)).</p>				
10. Training Programs	<p>In developing and overseeing training programs for the purposes of clause 13.3 (1) (a) of the Act, the Authority shall ensure that training programs are provided,</p> <p>a. to individuals who apply for the issuance of a certificate of qualification to adjudicate; and</p> <p>b. to holders of a certificate, on a continuing basis (O. Reg 306/18, s.8).</p>	<p>A Nominating Authority must ensure that:</p> <p>a. foundational training in the areas referred to in section 7(2)(b) is available to individuals who apply or intend to apply for a certificate, and</p> <p>b. continuous training is available to adjudicators holding a certificate for maintaining their certification (PPCLA Regulation, s.11).</p>	<p>The Authority must also:</p> <p>a. create initial and continuing training programs for prospective and current adjudicators;</p> <p>b. ensure that initial and continuing training programs are available to prospective and current adjudicators (BLA Reg 1, s.5.43 (a) and (b)).</p>	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
11. Adjudicator Requirements and Registry	<p>The Authority shall make the adjudicator registry publicly available on its website (O. Reg. 306/18 s.6(1)).</p> <p>The Authority shall ensure that the adjudicator registry includes every holder of a certificate of qualification to adjudicate and, in relation to each listed holder, includes,</p> <ol style="list-style-type: none"> the holder's contact information; the period of validity of the holder's certificate; the holder's areas of expertise for the purposes of adjudication, number of years of relevant working experience in the construction industry and every professional body of which the holder is a member in good standing; the geographical areas in which the holder conducts adjudications; and any other information that the Minister directs be included in order to assist persons in selecting an adjudicator (O. Reg. 306/18 (6(2))). 	<p>A Nominating Authority must ensure the registry of adjudicators includes the name of every adjudicator certified by the Nominating Authority and any other information as directed by the Minister (PPCLA Regulation, s.12(1)).</p> <p>A Nominating Authority must ensure that information is posted on its website</p> <ol style="list-style-type: none"> with respect to an adjudicator whose certificate is cancelled, for one year from the date of the cancellation of the certificate, with respect to an adjudicator whose certificate is suspended, for one year from the date of the suspension of the certificate, and, with respect to an adjudicator whose certificate has expired, for one year from the date of the expiry (PPCLA Regulation, s.12(2)). 	<p>The Authority is required to establish and maintain a publicly available registry of adjudicators (BLA 21.13(1)(c)).</p>	N/A	N/A	N/A	N/A
12. Adjudication Fees Set by Nominating Authority	<p>Adjudication fees are set by the Nominating Authority (CA, 13.3(2)).</p> <p>In setting the fees, costs and charges related to the administration of</p>	<p>A Nominating Authority must set out and maintain a schedule of fees publicly available on its website, listing the fees, costs or other charges related to adjudication according to the</p>	<p>Adjudication fees are set by the Nominating Authority (BLA, s.21.13(2) and (3)).</p> <p>In setting the fees, costs and charges related to the administration of</p>	N/A	N/A	N/A	<p>In setting the fees, costs and other charges under clause (1)(a), the Adjudication Authority may specify the amounts or the method for determining the amounts (Bill NO. 211, s.3D(2)).</p>

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>adjudication, the Authority may specify their amounts or the methods for determining the amounts.</p> <p>The Authority must, subject to the approval of the Minister, establish and maintain a schedule of fees listing the following items, and make the schedule publicly available on its website:</p> <ol style="list-style-type: none"> 1. Fees, costs or other charges set by the Authority under clause 13.3 (2) (a) of the Act. 2. Amounts or rates determined by the Authority for the purposes of clause 13.10 (2) (b) of the Act with respect to the fee payable to an adjudicator (O. Reg. 306/18, s. 9 (1)). <p>Subject to clause 24 (4) (b), the Authority shall not require the payment of a fee, cost or other charge under clause 13.3 (2) (a) of the Act or authorize the payment of a fee under clause 13.10 (2) (b) of the Act unless it is included in and accords with the schedule of fees (O. Reg. 306/18, s. 9 (2)).</p> <p>Subsections (1) and (2) do not apply with respect to fees, costs or charges for the training of persons as</p>	<p>policies and procedures established by the Nominating Authority (PPCLA Regulation, s.13(1)).</p> <p>All costs and charges related to adjudication must be paid to and collected by the Nominating Authority according to their policies and procedures (PPCLA Regulation, s.13(4)).</p> <p>The Nominating Authority must notify the Minister of any changes to the schedule of fees at least 3 months before the changes take effect (PPCLA Regulation, s.13(5)).</p>	<p>adjudication, the Authority may specify their amounts or the methods for determining the amounts (BLA, s.21.13(3)).</p> <p>The Authority must, subject to the approval of the Minister, establish and maintain a schedule of fees that is made publicly available on the Authority's website (BLA Reg 1, s.5.5).</p>				<p>Fees, costs and other charges collected under clause (1)(b) belong to the Adjudication Authority and are not public money within the meaning of the Finance Act (Bill NO. 211, s.3D(3)).</p>

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>adjudicators (O. Reg. 306/18 s.9(2.1)).</p> <p>The Authority may not make changes to the schedule of fees, except with the prior written approval of the Minister (O. Reg. 306/18 s.9(3)).</p> <p>The Authority shall indicate on its website the effective date of every change made to the schedule of fees (O. Reg. 306/18 s.9(4)).</p> <p>Subsections (3) and (4) do not apply with respect to changes of a typographical or similar nature (O. Reg. 306/18 s.9(5)).</p> <p>The Authority must maintain an archive of all previous versions of the schedule of fees, indicating the period during which each version applied, and shall ensure that the versions are publicly accessible (O. Reg. 306/18 s.9(6)).</p>						
13. Complaints Against Adjudicators	The Authority must establish a complaints process for accepting and dealing with complaints against adjudicators from persons involved in adjudications, and make the complaints process publicly available on its website (O. Reg. 306/18 s.10).	A Nominating Authority shall establish a complaints process for accepting and addressing complaints against adjudicators from persons involved in adjudications and shall make the complaints process publicly available on its website (PPCLA Regulation, s.14).	A Authority shall establish a complaints process for accepting and addressing complaints against adjudicators from persons involved in adjudications and shall make the complaints process publicly available on its website (BLA Reg 1, s.5.43).	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
14. Province-wide Availability	The Authority shall develop procedures and take other reasonable steps to ensure that adjudication is available to parties throughout Ontario (O. Reg. 306/18 s.11).	N/A	The Authority must develop procedures and take other reasonable steps to ensure that adjudication is available throughout Saskatchewan (BLA Reg 1, s.5.43(1)(e)).	N/A	N/A	N/A	N/A
15. Adjudicator Expertise	The Authority shall develop procedures and take other reasonable steps to ensure that the aggregate breadth of expertise and working experience of the holders of certificates of qualification to adjudicate is sufficient to account for the industry sectors in which parties refer matters to adjudication and the nature of the matters in dispute (O. Reg. 306/18 s.12).	A Nominating Authority must develop procedures and take reasonable steps to ensure that the aggregate expertise and work experience of adjudicators holding certificates is sufficient to account for the industry sectors in which parties in dispute refer matters to adjudication and the nature of the matters in dispute (PPCLA Regulation, s.15).	The Authority shall develop procedures and take other reasonable steps to ensure that the aggregate breadth of expertise and working experience of the holders of adjudicators is sufficient to account for the industry sectors in which parties refer matters to adjudication and the nature of the matters in dispute (BLA Reg 1, s. 5.43(1)(f)).	N/A	N/A	N/A	N/A
16. Educational Materials	The Authority shall develop and make publicly available on its website educational materials respecting the adjudication process (O. Reg. 306/18 s.13).	A Nominating Authority must develop and make publicly available on its website educational materials respecting the adjudication process (PPCLA Regulation, s.16).	The Authority shall develop and make publicly available on its website educational materials respecting the adjudication process (BLA Reg 1, s.5.43(1)(g)).	N/A	N/A	N/A	N/A
17. Record Keeping	See O. Reg. 306/18 at s.4(e).	<p>A Nominating Authority shall keep and maintain a record of determination of all adjudications made within the last 3 years by the adjudicators appointed by that Nominating Authority (PPCLA Regulation, s.17(1)).</p> <p>A Nominating Authority must submit copies of any record kept to the Minister in</p>	See BLA Reg 1 at s.5.41(4)(e).	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
		a manner as directed by the Minister if, <ol style="list-style-type: none"> the Minister requires the Nominating Authority to do so, the designation of the Nominating Authority is terminated, or the Nominating Authority ceases to operate (PPCLA Regulation, s.17(2)). 					
18. Annual Report	The Authority must issue and make publicly available on its website an annual report for the fiscal year, within 90 days after the end of each fiscal year, containing aggregated information respecting adjudication in Ontario, including, at a minimum, information respecting: <ol style="list-style-type: none"> the number of adjudications completed during the fiscal year, and the geographical area in which the adjudications were completed; the number of adjudications completed during the fiscal year, broken down by each matter listed under paragraphs 1 to 7 of subsection 13.5 (1) of the Act; the total amount claimed in all notices of adjudication given during the fiscal year, and the average of the 	A Nominating Authority must issue and make publicly available on its website, within 90 days of the end of each fiscal year, an annual report for the fiscal year containing: <ol style="list-style-type: none"> aggregated information respecting adjudication, and any other information as the Minister may direct (PPCLA Regulation, s.18(1)). The fiscal year of a Nominating Authority is April 1 to the following March 31 (PPCLA Regulation s.18(2)).	The Authority must prepare an annual report in a form and manner satisfactory to the minister (BLA Reg 1, s.5.43(1)(h)).	N/A	N/A	N/A	N/A

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>amounts claimed during that year;</p> <p>d. the total amount and the average amount required to be paid under determinations made during the fiscal year;</p> <p>e. the percentage of adjudications completed during the fiscal year in which the adjudicator made a determination within the timeline specified in subsection 13.13 (1) of the Act;</p> <p>f. the total number of adjudications that were terminated under section 13.14 of the Act during the fiscal year;</p> <p>g. the total amount of fees, costs or other charges paid during the fiscal year to the Authority; and</p> <p>h. the total amount of fees paid during the fiscal year to adjudicators (O. Reg. 306/18, s. 14 (1)).</p> <p>Information under each of clauses (a), (c) and (d) above shall be reported for Ontario as a whole and in respect of each of the following industry sectors:</p> <ol style="list-style-type: none"> 1. Residential. 2. Commercial. 3. Industrial. 4. Public buildings. 5. Transportation and infrastructure. 6. Any other industry sectors the Authority 						

Duties, Powers, and Responsibilities of the Nominating Authority							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>considers to be relevant (O. Reg. 306/18, s. 14(2)).</p> <p>The Authority shall collect from holders of a certificate of qualification to adjudicate such information as may be reasonably required to meet the reporting requirements of this section (O. Reg. 306/18, s. 14(3)).</p>						
19. Public Availability Information	The Authority shall, on the request of any person, provide information that is published on the Authority's website to the person in a format accessible to that person (O. Reg. 306/18, s.15).	N/A	The Authority shall, on the request of any person, provide information that is published on the Authority's website to the person in a format accessible to that person (BLA Reg 1, s.5.43(1)(i)).	N/A	N/A	N/A	N/A
20. Administrative Support	The Authority may provide administrative support services for the purpose of facilitating the conduct of adjudications (O. Reg. 306/18 s.15.1).	N/A	The Authority shall provide administrative support services for the purpose of facilitating the conduct of adjudications (BLA Reg 1, s.5.43(1)(j)).	N/A	N/A	N/A	N/A

**APPENDIX E: AVAILABILITY OF ADJUDICATION CROSS-JURISDICTIONAL
COMPARATIVE TABLE**

See attached.

Availability of Adjudication							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Availability of Adjudication	<p>A party to a contract or subcontract may refer to adjudication a dispute with the other party to the contract respecting any of the following matters:</p> <ol style="list-style-type: none"> the valuation of services or materials provided under the contract; payment under the contract, including in respect of a change order, whether approved or not, or a proposed change order; disputes that are the subject of a notice of non-payment under Part I.1; amounts retained under section 12 (set-off by trustee) or under subsection 17 (3) (lien set-off); payment of a holdback under section 26.1 or 26.2; non-payment of holdback under section 27.1; any other matter that the parties to the adjudication agree to, or that may be prescribed (CA s.13.5(1) Re contract, and CA, s.13.5(2) Re subcontract). 	<p>A party to a contract or subcontract may refer to adjudication a dispute with the other party to the contract respecting any of the following matters:</p> <ol style="list-style-type: none"> the valuation of services or materials provided under the contract or subcontract, payment under the contract or subcontract, including in respect of a written change order, disputes that are the subject of a notice of non-payment under Part 3 of the Act; payment or non-payment of an amount retained as a major lien fund or minor lien fund and owed to a party during or at the end of a contract or subcontract, as the case may be; any other matter in relation to the contract or subcontract, that the parties in dispute agree to (PPCLA, s.33.4(1) and PPCLA Regulation, s.19). <p>Subject to 33.6(2) and (3), an adjudicator may hear a dispute regarding any matter prescribed under Part 3 (PCCLA, s.33.6(1)).</p>	<p>A party to a contract or subcontract may refer to adjudication a dispute with the other party to the contract respecting any of the following matters:</p> <ol style="list-style-type: none"> the valuation of services or materials provided under the contract or subcontract, payment under the contract or subcontract, including in respect of a written change order, disputes that are the subject of a notice of non-payment under Part I.1; disputes respecting the amount of reasonable costs incurred pursuant to s.21.7(5)(c) or s.21.7(6); failure or refusal to certify substantial performance pursuant to section 41; any other matter that the parties to the adjudication agree to; any other prescribed matter (BLA, s.21.21(1) re contract and s.21.21(2) re subcontract). 	<p>A party to a contract or subcontract may refer to adjudication a dispute with respect to payment under the contract or subcontract (CPPAA, s.20(1)).</p> <p>A dispute with respect to payment includes:</p> <ol style="list-style-type: none"> a dispute with respect to change orders under a contract or subcontract, whether approved or not, and a dispute with respect to a proposed change order, and a dispute with respect to the valuation of services or materials under a contract or subcontract (CPPAA, s.20(2)). <p>A dispute with respect to payment may be referred to adjudication regardless of whether the payment is the subject of a notice of non-payment under Part 2 (CPPAA, s.20(3)).</p> <p>This Part applies to any other matter prescribed by regulation (CPPAA, s.20(4)).</p>	<p>The following matters may be referred to adjudication by an owner, contractor or subcontractor:</p> <ol style="list-style-type: none"> a dispute that is the subject of a notice of non-payment given by the owner, contractor or subcontractor in accordance with this Division; a failure to submit a proper invoice; a failure to make a payment in accordance with this Division; a dispute in respect of the valuation of work, services or materials provided under a contract or sub-contract; a dispute in respect of a payment under a contract or sub-contract, including in respect of a change order or proposed change order; a dispute in respect of a set-off provided for by section 83; a matter agreed to by the parties to the adjudication; any other matter set out in the regulations (BLAA, s.103(1)). 	<p>If a contractor or subcontractor has not been fully paid for its construction work within the time limit for payment provided under this Act or, when applicable, the shorter time limit set out in its contract, that contractor or subcontractor may obtain from an adjudicator a determination respecting any dispute over the non-payment by the party that is to pay it under the contract (FPPCW, s.16(1)).</p> <p>An adjudicator is not required to determine a dispute in the following circumstances:</p> <ol style="list-style-type: none"> the dispute they were to determine has been consolidated with another dispute and another adjudicator has been appointed to determine the consolidated disputes; their appointment is revoked by agreement of all the parties; they have a conflict of interest; or it has been determined, to the satisfaction of the Adjudicator Authority, that they are no longer able to adjudicate the dispute (Criteria Regulation, s.5). 	<p>A dispute may only be referred to adjudication if it pertains to:</p> <ol style="list-style-type: none"> the valuation of services or materials provided under the contract between the parties; payment under the contract between the parties, including with respect to a change order, whether it has been approved or not, or a proposed change order; or a prescribed matter (Bill NO. 211, s.4M).

Availability of Adjudication							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
2. Expiry of Adjudication Period	An adjudication may not be commenced if the notice of adjudication is given after the date the contract or subcontract is completed, unless the parties to the adjudication agree otherwise (CA, s.13.5(3)).	An adjudication may not be commenced if the notice of adjudication is given after the date the contract, or subcontract is completed, unless the parties to the adjudication agree otherwise (PPCLA, s.33.4(2)).	An adjudication may not be commenced if the notice of adjudication is given after the date the contract or subcontract is completed, unless the parties to the adjudication agree otherwise (BLA, s.21.21(3)).	An adjudication may not be commenced if the notice of adjudication is given after the date the contract or subcontract is completed, unless the parties to the adjudication agree otherwise (CPPAA, s.23).	The adjudication must not be commenced if the notice of adjudication is given after the date on which the contract or sub-contract is completed unless the parties to the adjudication agree otherwise (BLAA, s.103(2)).	A contractor or subcontractor that seeks to have the dispute referred to in subsection (1) determined by an adjudicator must provide the party that is to pay it under the contract with a notice of adjudication no later than the 21st day after the later of the following: <ol style="list-style-type: none"> the day on which the contractor receives a certificate of completion with respect to the construction project from Her Majesty or a service provider; and if any of its construction work is covered by the last proper invoice submitted with respect to the construction project, the expiry of the time limit provided under this Act for payment for that work (FPPCW, s.16(2)). 	N/A
3. Referral / Discontinuance if Another Proceeding is Commenced	A party may refer a matter to adjudication under this Part even if the matter is the subject of a court action or of an arbitration unless a final determination has been obtained in the other proceeding (CA, s.13.5(5)).	If a party commences an action in court with respect to a dispute on the same date that the dispute is referred to adjudication, the adjudicator shall discontinue the adjudication and the action shall proceed (PCCLA, s.33.4(3)).	A party may refer a matter to adjudication under this Part even if the matter is the subject of a court action or of an arbitration unless a final determination has been obtained in the other proceeding (BLA, s.21.21(5)).	A party may refer a dispute to adjudication even if the matter is the subject of a court proceeding or an arbitration, unless the proceeding or arbitration has been finally determined (CPPAA, s.25).	The owner, contractor or subcontractor may refer a matter to adjudication pursuant to this Division even if the matter is the subject of a court action or an arbitration under <i>The Arbitration Act</i> unless the action or arbitration has been finally determined (BLAA, s.103(4)).	A matter may be referred to adjudication by a party if a contractor or subcontractor has not been fully paid for its construction work within the time limit for payment (FPPCW, s.16(1)).	A dispute that is the subject of a court action or other proceeding pursuant to this Act may only be referred to adjudication if the court action or proceeding has not been finally determined (Bill NO. 211, s.4L).
4. Adjudication to Address a Single Matter	An adjudication may only address a single matter, unless the parties to the adjudication and the	N/A	An adjudication may only address a single matter, unless the parties to the adjudication and the	An adjudication may address only a single dispute, unless the parties to the adjudication and the	The adjudication may address only a single matter unless the parties to the adjudication and the	N/A	N/A

Availability of Adjudication							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	adjudicator agree otherwise (CA, s.13.5(4)).		adjudicator agree otherwise (BLA, s.21.21(4)).	adjudicator agree otherwise (CPPAA, s.24).	adjudicator agree otherwise (BLAA, s.103(3)).		

**APPENDIX F: ADJUDICATION PROCESS AND PROCEDURES CROSS-JURISDICTIONAL
COMPARATIVE TABLE**

See attached.

Adjudication Process and Procedures							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Adjudication Process	An adjudication must be conducted in accordance with the adjudication procedures set out in this Part, the regulations, and, any additional adjudication procedures set out in the contract or subcontract, to the extent that they do not conflict with section 13 of the Act, the regulations or powers of the adjudicator (CA, s.13.6(1) and (2)).	<p>An adjudication must be conducted in accordance with the adjudication procedures set out in the regulations or established by the responsible Nominating Authority (PCCLA, s.33.5(1)).</p> <p>Adjudication procedures set out in a contract or subcontract apply only to the extent that they do not conflict with the procedures set out by the regulations or established by the responsible Nominating Authority (PCCLA, s.33.5(2)).</p> <p>In the event of such a conflict, the procedures set out by the regulations prevail (PCCLA, s.33.5(3)).</p>	<p>An adjudication must be conducted in accordance with the adjudication procedures set out in this Part, the regulations, and, any additional adjudication procedures set out in the contract or subcontract, to the extent that they are consistent with the Act and regulations (BLA, s.21.22(1) and (2)).</p> <p>Parties may agree to their own adjudication procedures to the extent that that they do not conflict with the adjudication procedures set out in the Act or the regulations (BLA, s.21.22(2)).</p>	<p>An adjudication must be conducted in accordance with the adjudication procedures set out in the regulations and established by the Adjudication Authority (CPPAA, s.21(1)).</p> <p>In the case of a conflict between an adjudication procedure established by the Adjudicator Authority, under this Part or the regulations, the procedures under this Part and the regulations prevail (CPPAA, s.21(2)).</p> <p>Adjudication procedures set out in a contract or a subcontract apply only to the extent that they do not conflict with the procedures referred to in subsection (1), and their application is subject to the exercise of the powers of the adjudicator (CPPAA, s.21(3)).</p>	<p>An adjudication is subject to procedures set out in the contract or sub-contract if those procedures comply with the requirements under this Division (BLAA, s.105(1)).</p> <p>If the contract or sub-contract does not set out adjudication procedures or the procedures set out in the contract or sub-contract do not comply with this Division, the adjudication is subject to the procedures set out under this Division (BLAA, s.105(2)).</p> <p>Subject to section 13 and the regulations, the procedures for the adjudication are at the adjudicator's discretion (BLAA, s.113(3)).</p>	N/A	N/A
2. Notice of Adjudication	<p>Adjudication may be initiated by one of the contracting parties (the Claimant) by written notice of adjudication (electronic copy also must go to the ODACC) (CA s.13.7(1)).</p> <p>The following information must be included in the Notice:</p> <ol style="list-style-type: none"> name of the parties and addresses; nature and brief description of dispute, 	<p>A dispute may be referred to adjudication if one of the parties to the contract issues a written notice of adjudication (PPCLA Regulation, s 20(1)).</p> <p>Written Notice of Adjudication must include:</p> <ol style="list-style-type: none"> the names and addresses of the parties in dispute, the nature and a brief description of the dispute, including details respecting how and when it arose, 	<p>A party to a contract or subcontract who intends to refer a dispute to adjudication must give to the other party a written notice of adjudication (BLA, s.21.3(1)).</p> <p>The Notice of Adjudication must include:</p> <ol style="list-style-type: none"> Name of the parties and addresses Nature and brief description of dispute, including details as to how and when it arose 	<p>A party to a contract or subcontract who intends to refer a dispute to adjudication shall give the other party a written notice of adjudication in the form prescribed by regulation (CPPAA, s.22).</p>	<p>To refer a matter to adjudication, a party to the contract or sub-contract must give to the other party a written notice of adjudication that must include:</p> <ol style="list-style-type: none"> the name and address of each party; the nature and a brief description of the dispute, including details respecting how and when it arose; and 	<p>A notice of adjudication must include the following:</p> <ol style="list-style-type: none"> the names of the parties to the dispute; a brief description of the dispute, including details of how and when it arose; the amount requested to be paid; the name of a proposed adjudicator; and any other information prescribed by regulation (FPPCW, s.16(3)) 	N/A

Adjudication Process and Procedures							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>including details as to how and when it arose;</p> <p>c. nature of the redress sought;</p> <p>d. name of the proposed adjudicator (CA s.13.7(1)).</p> <p>A party to a contract or subcontract who gives a notice of adjudication under subsection 13.7 (1) of the Act must, on the same day, provide a copy of the notice in electronic format to the Authority. (s.13.7(2) and O. Reg 306/18 s.16).</p>	<p>c. the nature of the redress sought,</p> <p>d. the name of the Nominating Authority to whom the party serving notice intends to submit the notice, and</p> <p>e. the name of the adjudicator requested to conduct the adjudication, if any (PPCLA Regulation, s.20(1)).</p> <p>The party giving the notice of adjudication is required to provide a copy of the notice to the relevant Nominating Authority on the same day (PPCLA Regulation, s 20(2)).</p> <p>Parties may agree to designate a Nominating Authority to which a notice of adjudication must be submitted (PPCLA Regulation, s 21).</p>	<p>c. Nature of the redress sought (BLA, s.21.3(1)).</p> <p>The Notice may include the name of a proposed adjudicator (BLA, s.21.3(1)).</p> <p>The Lieutenant Governor in Council may prescribe a form for the purposes of the notice of adjudication, which must be used in such a case (BLA, s.21.3(2)).</p> <p>A party to a contract or a subcontract who gives notice must give copies to the prescribed persons or entities in the prescribed form (BLA, s.21.3(3)).</p>		<p>c. the nature of the redress sought (BLAA s.106(1)).</p> <p>A written notice may include the name of a proposed adjudicator to conduct the adjudication, subject to subsection 108(2) (BLAA, s.106(2)).</p> <p>If a form is prescribed for the notice of adjudication, then the prescribed form must be used (BLAA, s.106(1)).</p> <p>The party who gives the notice of adjudication must also give a copy of the notice in the prescribed manner to the prescribed persons and entities (BLAA, s.106(2)).</p> <p>Each party who receives the notice of adjudication may respond in writing in accordance with the regulations (BLAA, s.106(3)).</p>	<p>On request, a contractor must inform any subcontractor in the subcontracting chain of the date on which the contractor received a certificate of completion with respect to the construction project from Her Majesty or the service provider (FPPCW, s.16(5)).</p>	
3. Agreement to Consolidate Matters Referred to Adjudication	<p>If the same matter or related matters in respect of an improvement are the subject of disputes to be adjudicated in separate adjudications, the parties may agree to the adjudication of the disputes together by a single adjudicator as a consolidated adjudication (CA, s.13.8(1)).</p>	<p>A party involved in more than one adjudication may request the adjudicator conducting the first adjudication for consolidation of all adjudications in progress into one adjudication (PPCLA Regulation, s.30(1)).</p> <p>Note that Sections 22 and 24 to 26 of the PPCLA Regulation apply with</p>	<p>If the same matter or related matters in respect of an improvement are the subject of disputes to be adjudicated in separate adjudications, the parties may agree to the adjudication of the disputes together by a single adjudicator as a consolidated adjudication (BLA, s.21.31(1)).</p>	N/A	<p>Separate adjudications on the same or related matters under the same contract or sub-contract may be consolidated at the request and agreement of the parties to the adjudication or the contractor in accordance with the regulations (BLAA, s.107(1)).</p>	N/A	N/A

Adjudication Process and Procedures							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
		modification to consolidated adjudications (PPCLA Regulation, s.30(5)).					
4. Consolidated Adjudication Required by a Contractor	If the parties to each of the adjudications do not agree to consolidated adjudication, the contractor may, in accordance with the regulations, require the consolidation of the adjudications (CA, s.13.8(2)).	N/A	If the parties to each of the adjudications do not agree to consolidated adjudication, the contractor may, in accordance with the regulations, require the consolidation of the adjudications (BLA, s.21.31(2)).	N/A	If the parties to each of the adjudications do not agree to consolidated adjudication, the contractor may require the consolidation of the adjudications (BLAA, s.107(2)).	N/A	N/A
5. Notice of Consolidation	<p>A contractor who wishes to require the consolidation of two or more adjudications must give the parties to each adjudication to be consolidated and to the adjudicator, if any, of each such adjudication, a written notice of consolidation that includes:</p> <ul style="list-style-type: none"> a. with respect to each adjudication, <ul style="list-style-type: none"> i. the names and addresses of the parties, ii. the nature and a brief description of the dispute that is the subject of the adjudication, including details respecting how and when the dispute arose, iii. the nature of the redress sought, and iv. a copy of the notice of adjudication; and, b. the name of a proposed adjudicator to conduct 	<p>If satisfied the adjudications in progress are sufficiently related and appropriate for consolidation, the adjudicator must notify the relevant Nominating Authority that they should be consolidated (PPCLA Regulation, s.30(2)).</p> <p>After receiving a notification, the Nominating Authority must:</p> <ul style="list-style-type: none"> a. consolidate all adjudications in progress into one adjudication, b. appoint either the notifying adjudicator or a new adjudicator to adjudicate the consolidated adjudication, and c. notify the affected parties and adjudicators (PPCLA Regulation, s.30(3)). 	<p>A contractor who seeks to consolidate two or more adjudications must give to the parties to each of the adjudications and to the adjudicator, if any, of each adjudication a written notice of consolidation that includes:</p> <ul style="list-style-type: none"> a. with respect to each adjudication, <ul style="list-style-type: none"> i. the names and addresses of the parties, ii. the nature and a brief description of the dispute that is the subject of the adjudication, including details respecting how and when the dispute arose, iii. the nature of the redress sought, and iv. a copy of the notice of adjudication; and, b. the name of a proposed adjudicator to conduct the consolidated 	N/A	N/A	N/A	N/A

Adjudication Process and Procedures							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>the consolidated adjudication (O. Reg 306/18 s.18(1)).</p> <p>The contractor shall, as soon as possible after giving the last of the notices of consolidation under subsection (1), provide a copy of the notice in electronic format to the Authority (O. Reg 306/18 s.18(2)).</p>		<p>adjudication (BLA Reg 1, s.5.52(1)).</p> <p>The contractor shall, as soon as possible after giving the last of the notices of consolidation, provide a copy of the notice in electronic format to the Authority (BLA Reg 1, s.5.52(1)).</p>				
6. Notice of Consolidation Timing	<p>Notice of consolidation must be given within 5 days of the adjudicator receives the documents required by section 13.11 of the Act (O. Reg 306/18 s.18(3)).</p>	<p>Consolidation is not allowed if more than 5 calendar days have passed since any of the adjudicators provided notice that all documents and information required to make a determination was received (Regulation, s.30(4)).</p>	<p>Notice of consolidation must be given within 5 days of the adjudicator receives the documents required by section 21.41 of the Act (BLA Reg 1, s.5.52(3)).</p> <p>For the purposes of subsection 21.32(4) of the Act, the date on which the notice of adjudication is provided is to be read as the earlier of:</p> <ol style="list-style-type: none"> the day on which the parties to each of the adjudications agreed to the consolidation of the adjudication; and the day on which the contractor gave the last notice of consolidation (BLA Reg 1, s.5.6(3)). 			N/A	N/A
7. Procedural Modifications Applicable to Consolidated Adjudications	<p>Procedural modifications applicable to consolidated adjudications are outlined at s.13.8(3) and applies despite subsection 13.5(4) (13.8(3) and (4)). O. Reg 306/18 s.19(4) provides clarification</p>	N/A	<p>Procedural modifications applicable to consolidated adjudications are outlined at s.21(31(3) of the BLA.</p>	N/A	N/A	N/A	N/A

Adjudication Process and Procedures							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	as to what day notice of adjudication must be given.						
8. Requirement to Provide Documents Remains in Consolidated Adjudication	<p>The requirement under section 13.11 of the Act, as modified by subsection 13.8 (3) of the Act, to provide documents to the adjudicator and to every other party applies with respect to each of the parties who gave the notice of adjudication in each adjudication being consolidated (O. Reg 306/18 s.18(5)).</p> <p>For the purposes of subsections 13.13 (1) and 34 (10) of the Act, the day on which the documents required under section 13.11 of the Act are received by the adjudicator is the last day on which the adjudicator receives any such documents, as confirmed by the adjudicator in accordance with subsection 16.1 (3) of this Regulation (O. Reg 306/18 s.19(6)).</p>	N/A	<p>The requirement pursuant to section 21.41 of the Act, as modified by subsection 21.31(3) of the Act, to provide documents to the adjudicator and to every other party applies with respect to each of the parties who gave a notice of adjudication in each adjudication being consolidated (BLA Reg 1, s.5.6(4)).</p> <p>For the purposes of subsection 21.5(1) of the Act, the day on which the documents required pursuant to section 21.41 of the Act are received by the adjudicator of a consolidated adjudication is, if the adjudicator has not already been provided with those documents, 10 days after the adjudicator agrees or is appointed to conduct the adjudication (BLA Reg 1, s.5.6(5)).</p>	N/A	N/A	N/A	N/A
9. Deemed Resignation of an Adjudicator Upon Consolidation	<p>An adjudicator of an adjudication that is consolidated under subsection 13.8 (1) or (2) of the Act is deemed to have resigned from the adjudication,</p> <p>a. on the day on which the adjudicator receives notice that the parties to the adjudication have</p>	N/A	<p>If two or more adjudications are consolidated, each adjudicator appointed to conduct any of those adjudications is deemed to have withdrawn from the adjudication:</p> <p>a. on the day on which the adjudicator receives notice that the parties to the adjudication have</p>	N/A	N/A	N/A	N/A

Adjudication Process and Procedures							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>agreed to consolidation under subsection 13.8 (1) of the Act; or</p> <p>b. on the day on which the adjudicator receives a notice of consolidation in accordance with subsection 18 (1) of this Regulation (O. Reg 306/18 s.19(2)).</p> <p>An adjudicator who is deemed to have resigned may be selected or appointed under section 13.9 of the Act to conduct the consolidated adjudication, subject to the requirements of that section (O. Reg 306/18 s.19(3)).</p>		<p>agreed to consolidation pursuant to that subsection; or</p> <p>b. on the day on which the adjudicator receives a notice of consolidation in accordance with section 5.52 (BLA Reg 1, s.5.6(1)).</p> <p>An adjudicator who is deemed to have resigned may be selected or appointed pursuant to section 21.32 of the Act to conduct the consolidated adjudication, subject to the requirements set out in that section (BLA Reg 1, s.5.6(2)).</p>				
10. Conduct of Adjudication	The adjudicator may conduct the adjudication in the manner they determine appropriate in the circumstances (CA, s.13.12(4)).	N/A	The adjudicator may conduct the adjudication in the manner they determine appropriate in the circumstances (BLA s.21.42(4)).	Subject to this Act and the regulations, an adjudicator may conduct an adjudication in the manner that the adjudicator considers appropriate (CPPAA, s.27(1)).	N/A	N/A	N/A
11. Termination of Adjudication	At any time after the notice of adjudication is given and before the adjudicator makes his or her determination, the parties to the adjudication may agree to terminate the adjudication, on notice to the adjudicator and subject to the payment of the adjudicator's fee and the fee of any consultant who provided service under section 13.12 (CA, s.13.14).	At any time after the notice of adjudication is given and before the adjudicator makes his or her determination, the parties to the adjudication may agree to terminate the adjudication, on notice to the adjudicator and subject to the payment of the adjudicator's fee (PPCLA Regulation, s.26(4)).	At any time after the notice of adjudication is given and before the adjudicator makes his or her determination, the parties to the adjudication may agree to terminate the adjudication, on notice to the adjudicator and subject to the payment of the adjudicator's fee and the fee of any consultant who provided service under section 21.42(e) (BLA s.21.51).	N/A	At any time before the determination of an adjudication, the parties to the adjudication may agree to terminate the adjudication. The termination is not effective until: <ol style="list-style-type: none"> the adjudicator has been notified in writing of the parties' agreement to terminate the adjudication; and the adjudicator's fee and any fee payable for assistance obtained 	N/A	N/A

Adjudication Process and Procedures							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
					under clause 113(2)(e) have been paid (BLAA, s.114).		
12. Failure of Adjudicator to Conclude Adjudication	<p>If an adjudicator fails to complete an adjudication, the party who gave the notice of adjudication may give to the other party a fresh notice of adjudication under section 13.7 of the Act (O. Reg. 306/18 s.24(1)).</p> <p>This section does not permit a matter to be adjudicated that could not otherwise be adjudicated under Part II.1 of the Act (O. Reg. 306/18 s.24(2)).</p> <p>If a new notice of adjudication is given, the parties must provide to the adjudicator copies of any documents that they made available to the adjudicator in the adjudication that was not completed upon request of the new adjudicator (O. Reg. 306/18, s. 24 (3)).</p> <p>If an adjudicator fails to complete an adjudication, other than in the circumstances set out in section 13.14 of the Act, the adjudicator's entitlement to be paid a fee under section 13.10 of the Act and the amount of any such fee shall be determined,</p> <p>a. by agreement between the parties to the</p>	<p>If an adjudicator fails to conclude an adjudication according to the Act and this Regulation, or if an adjudicator's certificate is suspended or cancelled, any party to the adjudication may give to the other party a new notice of adjudication (PPCLA Regulation, s.29(1)).</p> <p>If a new notice is given the requesting party must provide a copy of the new notice and copies of any documents that were given to the adjudicator who failed to conclude the adjudication to</p> <p>a. the same Nominating Authority to which the first notice of adjudication was provided, or</p> <p>b. the Nominating Authority designated or agreed on by the parties (PPCLA Regulation, s.29(2)).</p> <p>Parties to the adjudication and the adjudicator who failed to conclude the adjudication must provide the Nominating Authority any information to the adjudication to assist them in appointing a new adjudicator</p>	<p>If an adjudicator fails to provide a determination in accordance with section 21.5 of the Act or withdraws pursuant to section 5.7 of these regulations:</p> <p>a. the adjudicator shall immediately return all materials to the Authority; and</p> <p>b. the party who gave the notice of adjudication may ask the Authority to appoint a new adjudicator in accordance with section 21.32 of the Act (BLA Reg 1, s.5.71(1)).</p> <p>An adjudicator who fails to provide a determination is barred from acting as adjudicator again in relation to the same dispute (BLA Reg 1, s.5.71(2)).</p> <p>If an adjudicator withdraws from an adjudication as described in section 5.7, fails to provide a determination in accordance with section 21.5 of the Act or provides a determination after the deadline set out in subsection 21.5(1) or (2) of the Act, the adjudicator's entitlement to be paid a fee and the amount of the fee is to be determined:</p>	N/A	N/A	N/A	N/A

Adjudication Process and Procedures							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>adjudication and the adjudicator; or</p> <p>b. if no agreement is reached, by the Authority, on the adjudicator's request (O. Reg. 306/18, s. 24 (4)).</p> <p>In determining the amount of a fee under clause (4) (b) above, the Authority shall determine an amount that is, in the Authority's view, appropriate given the work completed by the adjudicator and the circumstances in which the adjudicator failed to complete the adjudication (O. Reg. 306/18, s. 24(5)).</p> <p>For the purposes of clause (4) (b), a party to the adjudication shall provide to the Authority, on its request, any information in the party's possession relating to the adjudication that is reasonably required by the Authority to assist it in making a determination under that clause (O. Reg. 306/18 s.24(6)).</p> <p>This section applies with respect to a failure of an adjudicator to complete an adjudication because it is consolidated under section 13.8 of the Act (O. Reg. 306/18 s.24(7)).</p>	<p>if requested (PPCLA Regulation, s.29(3)).</p>	<p>a. by agreement between the parties to the adjudication and the adjudicator; or</p> <p>b. if no agreement is reached, by the Authority, on the adjudicator's request (BLA Reg 1, s.5.8(1)).</p> <p>In determining the amount of a fee under subsection (1) the Authority shall consider the work completed by the adjudicator and the circumstances in which the adjudicator failed to provide a determination. (BLA Reg 1, s.5.8(2)).</p> <p>For the purposes of clause (1)(b), a party to the adjudication shall give to the Authority, on its request, any information in the party's possession relating to the adjudication that is reasonably required by the Authority to assist it in making a determination of the fee (BLA Reg 1, s.5.8(3)).</p> <p>This section applies where an adjudicator fails to provide a determination because the adjudication is consolidated (BLA Reg 1, s.5.8(4)).</p>				

APPENDIX G: SELECTION OF AN ADJUDICATOR AND DELIVERY OF DOCUMENTS
CROSS-JURISDICTIONAL COMPARATIVE TABLE

See attached.

Selection of an Adjudicator and Delivery of Documents							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Selection of Adjudicator	<p>The party delivering the notice of adjudication names a proposed adjudicator. An adjudication may only be conducted by an adjudicator listed in the registry established under clause 13.3(1)(c) (CA, s.13.9(1)).</p> <p>The Parties to the adjudication may agree to an adjudicator or may request that the Authority appoint an adjudicator (CA, s.13.9(2)).</p>	<p>The Parties to the adjudication may agree to an adjudicator or may request that the Authority appoint an adjudicator (PPCLA Regulation, s.22(1)).</p>	<p>An adjudication may only be conducted by an adjudicator (BLA, s.21.32(1)).</p> <p>The parties to an adjudication may agree to an adjudicator, in which case one of the parties must provide the proposed adjudicator with a notice of adjudication (BLA, s.21.32(3)).</p> <p>If the parties to an adjudication do not agree on an adjudicator, the party who gave the notice of adjudication shall request that the Authority appoint an adjudicator (BLA, s.21.32(5)).</p>	<p>An adjudication may be conducted only by an adjudicator who meets the requirements prescribed by regulation and who has been authorized to do so by the Adjudicator Authority in accordance with the regulations (CPPAA, s.26(1)).</p>	<p>An adjudication may be conducted only by an adjudicator (BLAA, s.108(1)).</p> <p>The parties to an adjudication may agree to an adjudicator, in which case one of the parties must provide the proposed adjudicator with a notice of adjudication (BLAA, s.110(1)).</p>	<p>The party delivering the notice of adjudication must name a proposed adjudicator selected from a list of adjudicators established by the Adjudicator Authority and that selection cannot be restricted by contract (FPPCW, s.16(4)).</p> <p>The parties to a dispute must jointly appoint an adjudicator to determine the dispute (FPPCW, s.17(1)).</p>	N/A
2. Contracts or Subcontractors May Not Name an Adjudicator	<p>Contract or subcontract provisions which purport to name a person as an adjudicator in the event of dispute is of no force or effect (CA, s.13.9(3)).</p>	<p>A provision in a contract that purports to name a person to act as an adjudicator in the event of an adjudication is of no force or effect (PPCLA Regulation, s 20(3)).</p>	<p>A provision in a contract or subcontract that names a person to act as an adjudicator in the event of an adjudication is of no force or effect (BLA, s.21.32(2)).</p>	<p>Contract or subcontract provisions which purport to appoint an adjudicator for is of no force or effect (CPPAA, s.26(2)).</p>	<p>A provision in a contract or subcontract names a person to act as an adjudicator in the event of an adjudication is of no force or effect (BLAA, s.109).</p>	N/A	N/A
3. Requirement to Request Appointment of an Adjudicator if Named Adjudicator Does Not Consent	<p>If an adjudicator does not consent to conduct the adjudication within 4 days after notice of adjudication is given, the party who gave notice must request that the Authority appoint an</p>	<p>If an adjudicator does not consent to conduct the adjudication within 4 days after notice of adjudication is given, the Authority must appoint an</p>	<p>If an adjudicator does not consent to conduct the adjudication within 4 days after the notice of adjudication is provided, the party who gave the notice must request that the Authority appoint an</p>	N/A	<p>If the proposed adjudicator does not consent within four days after the notice of adjudication is provided, the party who gave the notice must request that the adjudication authority</p>	<p>If the parties are unable to jointly appoint an adjudicator, either party may request that the Adjudicator Authority appoint an adjudicator for them (FPPCW, s.17(2)).</p>	N/A

Selection of an Adjudicator and Delivery of Documents							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	adjudicator (CA, s.13.9(4)).	adjudicator (PPCLA Regulation, s.22(1)).	adjudicator (BLA, s.21.32(4)).		appoint an adjudicator (BLAA, s.110(2)). If the parties do not agree on an adjudicator, the party who gave the notice of adjudication must promptly request that the adjudication authority appoint an adjudicator (BLAA, s.110(3)).		
4. Appointment of Adjudicator Upon Request	The Nominating Authority will appoint an adjudicator within 7 days of receipt of request for appointment (CA, s.13.9(5))	The Nominating Authority will appoint an adjudicator within 7 days after the expiry of the 4 calendar day timeline referred to in section 22(1) of the Regulations (PPCLA Regulation, s.22(1) and (2)). The Nominating Authority must notify all the parties on the day an adjudicator is selected of the contact information of the adjudicator (PPCLA Regulation, s.22(3)).	The Authority will appoint an adjudicator within 7 days of request for appointment (BLA, s.21.32(6)).	N/A	Within 7 days after being requested to appoint an adjudicator, the adjudication authority must appoint an adjudicator who consents to the appointment (BLAA, s.110(4)).	On request, the Adjudicator Authority must appoint an adjudicator from a list of adjudicators it has established (FPPCW, s.17(3)).	N/A
5. An Adjudicator Has No Requirement to Act	An Adjudicator is not required to agree to conduct an adjudication or to accept an appointment by the Authority to conduct and adjudication. In other words, consent of the proposed adjudicator is required (CA, s.13.9(6)).	N/A	An Adjudicator is not required to agree to conduct an adjudication or to accept an appointment by the Authority to conduct and adjudication. In other words, consent of the proposed adjudicator is required (BLA, s.21.32(7)).	N/A	An Adjudicator is not required to agree to conduct an adjudication or to accept an appointment by the Authority to conduct and adjudication (BLAA, s.108(2)).	The appointment of an adjudicator is subject to that adjudicator's consent (FPPCW, s.17(4)).	N/A

Selection of an Adjudicator and Delivery of Documents							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
6. Adjudication Fees, Amount, Equal Apportionment	<p>An adjudicator must be paid a fee for conducting the adjudication (CA, s.13.10(1)).</p> <p>The fee payable to an adjudicator is:</p> <ol style="list-style-type: none"> the fee agreed to by the parties to the adjudication and the adjudicator; or if the parties and the adjudicator do not agree to a fee amount, the amount determined by the Authority, in accordance with the regulations, if any, on the adjudicator's request (CA, s.13.10(2)). 	<p>Parties must pay the adjudicator who hears a dispute a fee in accordance with the schedule unless the parties and the adjudicator agree to pay a different fee (PPCLA Regulation, s.13(2)).</p>	<p>An adjudicator must be paid a fee for conducting the adjudication (BLA, s.21.4(1)).</p> <p>The fee payable to an adjudicator is:</p> <ol style="list-style-type: none"> the fee agreed to by the parties to the adjudication and the adjudicator; or if the parties and the adjudicator do not agree to a fee amount, the amount determined by the Authority, in accordance with the regulations, if any, on the adjudicator's request (BLA, s.21.4(2)). 	N/A	<p>An adjudicator is entitled to a fee for conducting the adjudication, which is to be determined in accordance with subsection (2) and the regulations (BLAA, s.111(1)).</p> <p>The fee payable to the adjudicator is:</p> <ol style="list-style-type: none"> the amount agreed to by the parties to the adjudication and the adjudicator; or if the parties to the adjudication and the adjudicator do not agree to an amount, the amount determined by the adjudication authority, on the adjudicator's request, in accordance with the regulations (BLAA, s.111(2)). 	N/A	N/A
7. Claimant's Documents to Adjudicator	<p>An adjudicator must receive the Claimant's documents within 5 days of the appointment of the adjudicator (CA, s.13.11).</p> <p>The Claimant must provide the adjudicator with a copy of the notice, a copy of the contract or subcontract, and copies of any other documents the party intends to rely on</p>	<p>An adjudicator must receive the Claimant's documents within 5 days of the appointment of the adjudicator (PPCLA Regulation, s.23).</p> <p>The Claimant must provide the adjudicator with a copy of the notice, a copy of the contract or subcontract, and copies of any other documents the party intends to rely on</p>	<p>An adjudicator must receive the Claimant's documents within 5 days of the appointment of the adjudicator (BLA, s.21.41(1)).</p> <p>The Claimant must provide the adjudicator with a copy of the notice, a copy of the contract or subcontract, and copies of any other documents the party intends to rely on</p>	Documents to be given or served under this Act by a Claimant or Respondent will be defined by regulation (CPPAA, s.43).	<p>An adjudicator must receive the Claimant's documents within 5 days of the appointment of the adjudicator (BLAA, s.112(1)).</p> <p>The Claimant must provide the adjudicator and every other party a copy of the notice, together with a copy of the contract or sub-contract, and any documents the</p>	N/A	N/A

Selection of an Adjudicator and Delivery of Documents							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>during the adjudication (CA, s.13.11(a)).</p> <p>The Claimant must also provide all parties in dispute with copies of the documents the party intends to rely on during the adjudication (CA, s.13.11(b)).</p> <p>The provision of documents by the Claimant is subject to the following requirements:</p> <ol style="list-style-type: none"> 1. The documents shall be provided to the adjudicator together with the copy of the notice under clause 13.11 (a) of the Act. 2. The documents shall be provided to the other party or, in the case of a consolidated adjudication, to every other party, on the same day as they are provided to the adjudicator (O. Reg. 306/18, s.16.1(2)). 	<p>during the adjudication (PPCLA Regulation, s.23(a)).</p> <p>The Claimant must also provide all parties in dispute with copies of the documents the party intends to rely on during the adjudication (PPCLA Regulation, s.23(b)).</p>	<p>during the adjudication (BLA, s.21.41(1)(a)).</p> <p>The Claimant must also provide the other party to the adjudication with the documents they intend to rely on during the adjudication (s.21.41(1)(b)).</p>		<p>party intends to rely on in the adjudication (BLAA, s.112(1)).</p>		
8. Respondent's Documents	<p>A party who receives a notice of adjudication may, in accordance with the regulations, respond in writing (CA, s. s.13.11.1).</p> <p>An adjudicator will inform the Respondent as to when they must submit their</p>	<p>A party responding to a notice of adjudication shall provide copies of the response to the adjudicator appointed under section 22(1) or (2), to the party who gave the notice of adjudication, and to all other parties, if</p>	<p>Written responses must be received by the adjudicator within 5 days of the Claimant's documents being received, subject to additional or alternative directions by the appointed adjudicator</p>	N/A	<p>At the same time that the party acts under subsection (1), the other party or parties to the adjudication must give every other party and the adjudicator a copy of any documents the party intends to rely on in the</p>	N/A	N/A

Selection of an Adjudicator and Delivery of Documents							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>supporting documents to the adjudicator (O. Reg. 306/18, s.17).</p> <p>A party responding to a notice of adjudication shall provide copies of the response to the adjudicator, to the party who gave the notice of adjudication and, in the case of a consolidated adjudication, to every other party (O. Reg. 306/18 s.17(1)).</p> <p>The response must be provided no later than the day specified by the adjudicator and must be provided to the adjudicator and every other party on the same day (O. Reg. 306/18 s.17(3)).</p>	<p>applicable (PPCLA Regulations, s.24(1)).</p> <p>Written responses must be received by the adjudicator within 12 calendar days of receiving the Claimant's documents, unless the adjudicator directs to provide responses earlier (PCCLA Regulation, s.24(2)).</p>	<p>(BLA, s.21.41(2) and BLA Reg 1, s.5.61(1)).</p> <p>A party responding to a notice of adjudication shall provide copies of the response to the adjudicator, to the party who gave the notice of adjudication and, in the case of a consolidated adjudication, to every party other than the party who gave notice (BLA Reg 1, s.5.61(2)).</p> <p>The response and required copies must be given to the persons mentioned in those subsections by any method set out in The Queen's Bench Rules for the service of documents (BLA Reg 1, s.5.61(3)).</p>		adjudication (BLAA, s.112(2)).		
9. Service of Documents	Unless the adjudicator directs otherwise, the documents required to be provided to the adjudicator or a party under section 13.11 of the Act shall be served on the adjudicator or party in a manner permitted under the rules of court for service of a document other than an originating process (O. Reg. 306/18, s.16.1(1)).	Unless the relevant adjudicator directs otherwise, all notices and other documents referred to in or used for the purposes of Part 5 of the Act and this Regulation shall be sent electronically (PPCLA Regulation, s. 32).	<p>A notice of adjudication must be given by personal service on the other party, or any other method set out in The Queen's Bench Rules for the service of documents (BLA Reg 1, s.5.51(1)).</p> <p>A notice of adjudication mentioned in subsection 21.3(1) of the Act is to be in Form A.6 of the</p>	A notice or other document given or served under this Act or the regulations shall be given or served in a manner or by a method prescribed by regulation (CPPAA, s.43).	N/A	N/A	N/A

Selection of an Adjudicator and Delivery of Documents							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	Unless the adjudicator directs otherwise, the copies required to be provided to the adjudicator or a party under subsection (1) shall be served on the adjudicator or party in a manner permitted under the rules of court for service of a document other than an originating process (O. Reg. 306/18, 17(2)).		Appendix (BLA Reg 1, s.5.51(2)). A party to a contract or subcontract who gives a notice of adjudication pursuant to subsection 21.3(1) of the Act shall, within 1 day after giving that notice, give a copy of the notice in electronic format to the Authority (BLA Reg 1, s.5.1(3)).				
10. Disclosure of Documents	An adjudicator may issue directions respecting the disclosure of documents on which a party intends to rely in an adjudication (O. Reg. 306/18 s.20(1)). An adjudicator must exercise the power to issue directions under subsection (1) to the extent and in a manner that ensures that each party to the adjudication has an opportunity to review any documents on which a party to the adjudication intends to rely (CA, s.20(2)).	N/A	N/A	N/A	N/A	N/A	N/A
11. Notification to Parties When Documents Received by Adjudicator	As soon as possible after receiving all of the documents required to be provided to the adjudicator under section 13.11 of the Act, the	The adjudicator shall notify the parties to the adjudication when the adjudicator has in their possession all documents and information required	N/A	N/A	N/A	N/A	N/A

Selection of an Adjudicator and Delivery of Documents							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	adjudicator shall provide written confirmation to the parties of the date on which they were received (O. Reg. 306/18, s.16.1(3)).	to make a determination of the matter (PPCLA Regulation, s.25(2).					

**APPENDIX H: DUTIES AND POWERS OF AN ADJUDICATOR CROSS-JURISDICTIONAL
COMPARATIVE TABLE**

See attached.

Duties and Powers of an Adjudicator							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	
1. Powers of Adjudicator	<p>An adjudicator may exercise the following powers and any other power of an adjudicator that may be specified in the contract or subcontract:</p> <ol style="list-style-type: none"> 1. make directions respecting the conduct of the adjudication; 2. ascertain the relevant facts and law; 3. draw inferences based on the conduct of the parties to adjudication; 4. conducting an on-site inspection of the improvement; 5. obtaining the assistance of a merchant, accountant, actuary, building contractor, architect, engineer or other person to enable them to determine better any matter of fact in question; 6. make a determination in the adjudication; 7. any other power that may be prescribed (CA, s.13.12(1)). <p>An adjudicator may exercise a power under subsection 13.12 (1) of the Act despite any failure of a party to the adjudication to comply with a direction</p>	<p>An adjudicator may exercise the following powers:</p> <ol style="list-style-type: none"> a. issue directions to the parties involved in the adjudication; b. obtain information through independent research; c. conduct on-site inspections of the subjects that the adjudicator considers necessary; d. obtain assistance from construction industry professionals (PPCLA Regulation, s.25(1)). 	<p>In conducting an adjudication, an adjudicator may do the following:</p> <ol style="list-style-type: none"> a. issue directions respecting the conduct of the adjudication; b. ascertain the relevant facts and law; c. draw inferences based on the conduct of the parties to the adjudication; d. subject to subsection (2), conduct an on-site inspection of the improvement that is the subject of the contract or subcontract; e. obtain the assistance of a merchant, accountant, actuary, building contractor, architect, engineer or other person to enable them to determine any matter of fact in question; f. exercise any other power of an adjudicator that may be specified in the contract or subcontract; g. make a determination in the adjudication; h. exercise any other power that may be 	<p>An adjudicator must perform the duties and may exercise the powers prescribed by regulation (CPPAA, s.27(2)).</p>	<p>An adjudicator may do any or all of the following:</p> <ol style="list-style-type: none"> a. issue directions respecting the conduct of the adjudication; b. ascertain the relevant facts and law; c. draw inferences based on the conduct of the parties to the adjudication; d. subject to subsection (4), conduct an on-site inspection of the improvement that is the subject of the contract or subcontract; e. obtain the assistance of an accountant or actuary or an architect, building contractor, engineer, supplier or other person in any manner that the adjudicator considers appropriate to enable the adjudicator to determine any matter of fact in question f. exercise any other power of an adjudicator that may be specified in the contract or subcontract; g. exercise any other power set out in the 	N/A	N/A

Duties and Powers of an Adjudicator							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	
	or other requirement of the adjudicator (O. Reg. 306/18 s.21).		prescribed (BLA, s.21.42(1)).		regulations (BLAA, s.113(2)).		
2. Cost of Assistance	If the adjudicator obtains assistance under paragraph 5 of section 13(12(1), the adjudicator may fix the remuneration of the person as is reasonable and proportionate to the dispute and direct payment by either or both of the parties (CA, s.13.12(3)).	N/A	If the adjudicator obtains the assistance under section 21.42(1)(e), the fee payable to that person: <ol style="list-style-type: none"> is to be split equally between the parties to the adjudication; or if the parties do not agree, the adjudicator may direct payment of the fee, as is reasonable and proportionate to the dispute, by either or both of the parties to the adjudication (BLA, s.21.42(3)). 	N/A	If the adjudicator obtains the assistance under section 113(2)(e), the fee payable to that person is to be split equally among the parties to the adjudication. If the parties to the adjudication do not agree to split the fee equally, the adjudicator may direct payment of the fee by the parties as is reasonable and proportionate to the dispute (BLAA, s.113(5)).	N/A	N/A
3. Consent Required to Conduct an On-site Investigation	The exercise of the power to conduct an on-site inspection under paragraph 4 of subsection (1) is subject to the prior consent of, <ol style="list-style-type: none"> the owner of the premises if, the premises is a home in which the owner resides, or the owner is not a party to the adjudication; and, any other person who has the legal authority to exclude others from 	N/A	The exercise of the power to conduct an on-site inspection pursuant to section (1)(d) is subject to the prior consent of: <ol style="list-style-type: none"> the owner of the premises, if, the premises is a home in which the owner resides, or the owner is not a party to the adjudication; and, any other person who has the legal authority to exclude others from 	N/A	The adjudicator may conduct an on-site inspection of the construction that is the subject of the contract or sub-contract only with the prior consent of: <ol style="list-style-type: none"> the owner of the premises if the premises is a home in which the owner resides, or the owner is not a party to the adjudication; and any other person who has the legal authority 	N/A	N/A

Duties and Powers of an Adjudicator							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	
	the premises (CA, s.13.12(2)).		the premises (BLA, s.21.42(2)).		to exclude others from the premises (BLAA, s.113(4)).		
4. Impartiality	The adjudicator must conduct an adjudication in an impartial manner (CA, s.13.12(5)).	N/A	The adjudicator must conduct an adjudication in an impartial manner (BLA, s.21.41(5)).	The adjudicator must conduct an adjudication in an impartial manner (CPPAA, s.27(3)).	The adjudicator must conduct an adjudication in an impartial manner (BLAA, s.113(1)).	N/A	N/A
5. Resignation of Adjudicator	<p>An adjudicator may resign at anytime if they determine:</p> <ul style="list-style-type: none"> a. the matter is not eligible for adjudication under section 13.5 of the Act; or b. the adjudicator is not able or competent to conduct the adjudication. <p>In such a case, the adjudicator must promptly give written notice of the resignation to the parties (O.Reg. 306/18, s.23(1)).</p>	<p>An adjudicator may resign at anytime if they determine:</p> <ul style="list-style-type: none"> a. the matter is not eligible for adjudication under section 19, b. the adjudicator is not competent or qualified to conduct the adjudication, or c. the adjudicator is otherwise unable to continue the adjudication in compliance with the Act and the PPCLA Regulation (PPCLA Regulation, s.28(1)). <p>In such a case, the adjudicator must promptly give notice to the parties and the Nominating Authority (PPCLA Regulation, s.28(2)).</p> <p>The Adjudicator is required to resign if:</p> <ul style="list-style-type: none"> a. the designation of the issuing Nominating Authority is 	<p>An adjudicator may, at any time, withdraw from an adjudication of a matter if the adjudicator determines that:</p> <ul style="list-style-type: none"> a. the adjudicator is in a conflict; or b. the adjudicator is not able or competent to conduct the adjudication (BLA Reg 1, s.5.7(1)). <p>The adjudicator shall promptly give written notice of the withdrawal to the parties (BLA Reg 1, s.5.7(2)).</p>	N/A	N/A	N/A	N/A

Duties and Powers of an Adjudicator							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	
		<p>terminated by the Minister,</p> <p>b. the issuing Nominating Authority ceases to operate under the Act or this Regulation, or</p> <p>c. when the adjudication is consolidated and another adjudicator is appointed 30(3) (PPCLA Regulation, s.28(3).</p> <p>If the adjudicator does not have jurisdiction to hear the matter, or where the adjudicator believes a court is a more appropriate forum for hearing the matter, they may refer a dispute to court (PPCLA, s 33.6(2)).</p>					

**APPENDIX I: ADJUDICATION DETERMINATIONS CROSS-JURISDICTIONAL
COMPARATIVE TABLES**

See attached.

Adjudication Determinations							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Determinations	<p>An adjudicator is required to make a determination of the matter that is the subject of an adjudication and render its decision within 30 calendar days of receiving the Claimant's documents (CA, s.13.13 (1)).</p> <p>An adjudicator who makes a determination must communicate the determination to the parties to the adjudication by providing each of them with an electronic copy of the determination on the day it is made (O. Reg. 306/18, s. 22 (1))</p>	<p>An adjudicator is required to make a determination and render its decision within 30 calendar days of receiving the Claimant's documents or within the time extended under PPCLA Regulation section 25(3) (PCCLA Regulation, s.26(1)).</p>	<p>An adjudicator is required to make a determination and render its decision within 30 calendar days of receiving the Claimant's documents (BLA, s.21.5(1)).</p> <p>An adjudicator shall provide the parties to the adjudication with a signed electronic copy of the determination on the day on which it is made, and a paper copy on request (BLA Reg 1, s.5.81(1)).</p>	N/A	<p>An adjudicator must make a determination of the matter and provide it to the parties to the adjudication within 30 days after receiving the documents required by section 112 (BLAA, s.115(1)).</p>	<p>An adjudicator must, except in the cases provided for in the regulations, determine the dispute (FPPCW, s.18(1)).</p>	N/A
2. Timeline Extension of Determinations	<p>The deadline for an adjudicator's determination may be extended, at any time before its expiry and after the provision of documents to the adjudicator under section 13.11,</p> <ol style="list-style-type: none"> on the adjudicator's request, with the written consent of the parties to the adjudication, for a period of no more than 14 days; or on the written agreement of the parties to the adjudication, subject to the adjudicator's consent, for the period specified in the agreement (CA, s.13.13(2)). 	<p>The adjudicator may extend, one or more times, any deadline in the adjudication process to a maximum of 10 calendar days if:</p> <ol style="list-style-type: none"> the adjudicator considers it necessary, or the parties to the adjudication agree and the adjudicator consents (PCCLA Regulation, s.25(3)). 	<p>The deadline for an adjudicator's determination may be extended, at any time before its expiry and after the provision of documents to the adjudicator under section 21.41,</p> <ol style="list-style-type: none"> on the adjudicator's request, with the written consent of the parties to the adjudication, for a period of no more than 14 days; or on the written agreement of the parties to the adjudication, subject to the adjudicator's consent, for the period specified in the agreement (BLA, s.21.5(2)). 	N/A	<p>The deadline for an adjudicator's determination may be extended, at any time before its expiry as follows:</p> <ol style="list-style-type: none"> for up to 14 days, on the adjudicator's request with the written consent of the parties to the adjudication; for the period specified in the contract or sub-contract, on the request and written agreement of the parties to the adjudication and with the consent of the adjudicator (BLAA, s.116(1)). 	N/A	N/A

3. Notice of Extension	<p>If the party who gave the notice of adjudication also gave a notice of non-payment under Part I.1 in relation to the matter that is the subject of the adjudication, the party must give notice of an extension under clause (2) (b), specifying the period of the extension, to the person to whom he or she gave the notice of non-payment (CA, s.13.13(3)).</p> <p>A person who receives notice of an extension under subsection (3) or under this subsection shall give notice of the extension, specifying the period of the extension, to any person to whom he or she gave notice of non-payment under Part I.1 in relation to the matter that is the subject of the adjudication (CA, s.13.13(4)).</p>	N/A	<p>If the party who gave the notice of adjudication also gave a notice of non-payment under Part I.1 in relation to the matter that is the subject of the adjudication, the party must give notice of an extension under clause (2) (b), specifying the period of the extension, to the person to whom he or she gave the notice of non-payment (BLA, s.21.5(3)).</p> <p>A person who receives notice of an extension under subsection (3) or under this subsection shall give notice of the extension, specifying the period of the extension, to any person to whom he or she gave notice of non-payment under Part I.1 in relation to the matter that is the subject of the adjudication (BLA, s.21.5(4)).</p>	N/A	<p>If the party who gave the notice of adjudication also gave a notice of non-payment in relation to the matter that is the subject of the adjudication, the party must notify each applicable subcontractor about the extension period (BLAA, s.116(2)).</p>	N/A	N/A
4. Delayed Determination	A determination made by an adjudicator after the date determined under subsection (1) or (2) is of no force or effect (CA, s.13.13(5)).	N/A	A determination made by an adjudicator after the date determined under subsection (1) or (2) is of no force or effect (BLA, s.21.5(5)).	N/A	A determination made by an adjudicator after the date determined under s.115 or 116 is of no force or effect (BLAA, s.117).	N/A	N/A
5. Written Reasons	The adjudicator's determination must be in writing and must include reasons for the determination (CA, s.13.13(6)).	The adjudicator shall issue a written notice of determination accompanied by the adjudicator's order, if any, concerning the matter (PPCLA, s.33.6(4)).	The adjudicator's determination must be in writing and must include reasons for the determination (BLA, s.21.5(6)).	An adjudicator's determination must be in writing and shall include the reasons for the determination (CPPAA, s.28(1)).	The adjudicator's determination must be in writing and must include reasons for the determination (BLAA, s.115(2)).	N/A	N/A
6. Suspension of Work	If an amount payable to a contractor or subcontractor under a determination is not paid by the party when it is due, work may be suspended	The adjudicator may make an order directing a party to make a payment due to the other party or parties in the dispute within a time specified in the order and	If an amount payable to a contractor or subcontractor under a determination is not paid by the party when it is due, work may be suspended	If an amount payable to a contractor or subcontractor under a determination is not paid by the party when it is due, work may be suspended until the amount determined	N/A	N/A	N/A

	<p>until the party pays the following amounts:</p> <ol style="list-style-type: none"> 1. the amount required to be paid under the determination; 2. any interest accrued on that amount under subsection (3); 3. any reasonable costs incurred by the contractor or subcontractor as a result of the suspension of work (CA, s.13.19(5)). <p>A contractor or subcontractor who suspends work is entitled to payment of any reasonable costs incurred because of the resumption of work following the payment of the amounts (CA, s.13.19(6)).</p>	<p>allowing the other party or parties to stop providing services or materials under the contract or subcontract, as the case may be, if the time for payment specified in the order expires (PPCLA Regulation, s.26(2)).</p>	<p>until the party pays the following amounts:</p> <ol style="list-style-type: none"> a. the amount required to be paid under the determination; b. any interest accrued on that amount under subsection (3); c. any reasonable costs incurred by the contractor or subcontractor as a result of the suspension of work (BLA, s.21.7(5)). <p>A contractor or subcontractor who suspends work is entitled to payment of any reasonable costs incurred because of the resumption of work following the payment of the amounts (BLA, s.21.7(6)).</p>	<p>in accordance with the regulations is paid (CPPAA, s.31(1)).</p> <p>Note that a suspension of work under this section does not constitute a breach of the terms of the contract or subcontract (CPPAA, s.31(2)).</p>			
7. Enforcement of Amounts Payable	<p>A requirement to pay an amount in accordance with this section is subject to any requirement to retain a holdback (CA, s.13.19(1)).</p> <p>A party who is required under the determination of an adjudicator to pay an amount must pay within 10 days of the determination being communicated to the parties (CA, s.13.19(2)).</p>	N/A	<p>A requirement to pay an amount in accordance with this section is subject to any requirement to retain a holdback (BLA, s.21.7(1)).</p> <p>A party who is required under the determination of an adjudicator to pay an amount must pay within 10 days of the determination being communicated to the parties (BLA, s.21.7(2)).</p>	<p>A party who is required under the determination of an adjudicator to pay within the time prescribed by regulation (CPPAA, s.29(1)).</p> <p>This requirement does not relieve an owner from a requirement to retain an amount claimed in a written notice of lien under section 31 of the <i>Construction Remedies Act</i> or from a requirement to retain a holdback under section 34 of that Act, and any requirement to make a payment under a determination is subject to the requirements under those sections (CPPAA, s.29(2)).</p>	N/A	N/A	N/A

8. Orders by an Adjudicator and Certification by a Nominating Authority	An adjudicator who makes a determination must give a certified copy of the determination to the parties to the adjudication no later than 7 days following the making of a determination. (O. Reg. 306/18, s. 22 (1))	A copy of the adjudicator's order must be certified by the relevant Nominating Authority and provided to the parties to the adjudication within 7 days after the determination is made (PPCLA Regulation, s.26(3)).	N/A	N/A	N/A	N/A	N/A
9. Interest on Late Payments; No Interest on Interest	Interest will accrue on an amount that is not paid when it is due to be paid under this Part at the greater of the prejudgment interest rate or the interest rate specified in the contract or subcontract if any (CA, s.13.19(3)). No additional interest will accrue on-top of interest amounts payable under other sections of this Act (see s.6.9) (CA, s.13.19(4)).	N/A	Interest will accrue on an amount that is not paid when it is due to be paid under this Part at the greater of the prejudgment interest rate in effect pursuant to The Prejudgement Interest Act , or the interest rate specified in the contract or subcontract if any (BLA, s.21.7(3)). No additional interest will accrue on-top of interest amounts payable under other sections of this Act (BLA, s.21.7(4)).	Interest will accrue on an amount required to be paid under a determination that is not paid when it is due to be paid at the rate prescribed by regulation or, if the contract or subcontract specifies a higher rate for that purpose, at the rate specified (CPPAA, s.30(1)). Subsection (1) does not apply with respect to an amount payable under CPPAA section 17.	Interest will accrue on an amount that is not paid when it is due to be paid under this Part at the greater of the prejudgment interest rate or the interest rate specified in the contract or subcontract if any (BLAA, s.102).	N/A	N/A
10. Typographical Errors in Written Determinations	An adjudicator who makes a determination may, on the written request of a party or on his or her own initiative, make such changes to the determination no later than 7 days following the making of a determination as may be necessary to correct an error that is of a typographical or similar nature (O. Reg. 306/18, s. 22 (2)).	Any typographical error in an adjudicator's order may be corrected within 4 days of the determination being made. An electronic copy of the change must be sent electronically to the parties the day the change is made, and a certified copy must be sent within 3 days of the correction (PPCLA Regulation, s.26(4)).	An adjudicator who makes a determination may, on the written request of a party or on the adjudicator's own initiative, make any changes to the determination that may be necessary to correct an error that is of a typographical or similar nature (BLA Reg 1, s.5.81(2)). An adjudicator who changes a determination pursuant to subsection (2) shall provide to the parties a signed electronic copy of the corrected determination on the day on which the change	N/A	N/A	N/A	N/A

			is made (BLA Reg 1, s.5.81(3)).				
11. Admissibility	The determination and reasons of an adjudicator are admissible as evidence in court (CA, s.13.13(7)).	N/A	N/A	The determination and reasons of an adjudicator are admissible as evidence in court (CPPAA, s.28(2)).	N/A	N/A	N/A
12. Binding Nature of Determinations	<p>Determinations of an adjudicator are binding on the parties until:</p> <ol style="list-style-type: none"> a determination of the matter by a court; a determination of the matter by way of an arbitration conducted under the Arbitration Act, 1991, or a written agreement between the parties respecting the matter (CA, s.13.15(1)). <p>The authority of the court or an arbitrator acting under the Arbitration Act, 1991, to consider the merits of a matter determined by an adjudicator are not restricted by the Adjudication regime (CA, s.13.15(2)).</p>	<p>Unless the following circumstances apply, an adjudicator's determination is binding on the parties:</p> <ol style="list-style-type: none"> a court order is made, a party applies for a judicial review of the decision, the parties enter into a written agreement to appoint an arbitrator, or the parties enter into a written agreement that resolves the matter (PPCLA, s.33.6(5)). <p>The authority of the court or an arbitrator acting under the Arbitration Act, 1991, to consider the merits of a matter are not restricted by the Adjudication regime (PPCLA, s.33.6(6)).</p> <p>Any party to an adjudication may commence an action in court within 2 years after the notice of adjudication, other than an application for Judicial Review (PPCLA Regulation, s.33).</p>	<p>Determinations of an adjudicator are binding on the parties until:</p> <ol style="list-style-type: none"> an order is made with respect to the matter by the court; a decision is made with respect to the matter as a result of an arbitration conducted pursuant to The Arbitration Act, 1992 there is a written agreement between the parties respecting the matter; or the determination is set aside pursuant to section 21.62 (BLA s.21. 52(1)). <p>The authority of the court or an arbitrator to consider the merits of a matter are not restricted by the Adjudication regime (BLA, s.21.52(2)).</p>	<p>Determinations of an adjudicator are binding on the parties until:</p> <ol style="list-style-type: none"> an order is made with respect to the matter by the court; a determination of the matter by way of an arbitration conducted under the Arbitration Act; a written agreement between the parties respecting the matter, or the determination is set aside pursuant to section 36 (CPPAA, s.33(1)). <p>The authority of the court or an arbitrator acting under the Arbitration Act, to consider the merits of a matter determined by an adjudicator are not restricted by the Adjudication regime (CPPAA, s.33(2)).</p>	<p>Once provided to the parties to the adjudication, the determination of an adjudicator is binding on the parties until</p> <ol style="list-style-type: none"> an order is made with respect to the matter by the court; a decision is made with respect to the matter as a result of an arbitration under The Arbitration Act; a written agreement is entered into between the parties with respect to the matter; or the determination is set aside pursuant to section 120 (BLAA, s.118) <p>Nothing in this Division restricts the authority of the court or an arbitrator to consider the merits of a matter determined by the adjudicator (BLAA, s.118(2)).</p>	<p>The adjudicator's determination is binding on the parties to the dispute unless they come to a written agreement or the determination is set aside by a court order or arbitral award (FPPCW, s.18(2)).</p> <p>Nothing in this Act restricts the authority of a court or of an arbitrator to consider the merits of a matter determined by an adjudicator (FPPCW, s.18(3)).</p>	<p>The determination of an adjudicator of a dispute referred pursuant to Section 4J is binding on the parties to the adjudication until</p> <ol style="list-style-type: none"> an order is made with respect to the matter by the court; it is set aside on grounds set out in Section 4O; a decision is made on the matter through an arbitration conducted pursuant to the parties' contract or the Arbitration Act; or there is a subsequent written agreement between the parties on the matter (Bill NO. 211, s.4N) <p>Nothing in this Act restricts the authority of a court or an arbitrator to consider the merits of a matter determined by an adjudicator (Bill NO. 211, s.4P).</p>
13. No Stay	An application for judicial review does not operate as a stay of the operation of the determination unless the Divisional Court orders otherwise (CA, s.13.18(7)).	N/A	An application for judicial review does not operate as a stay of the operation of the determination unless the Court orders otherwise (BLA, s.21.62(5)).	N/A	An application for judicial review does not operate as a stay of the operation of the determination unless the Court orders otherwise (BLAA, s.120(5)).	N/A	An application for judicial review does not operate as a stay of the operation of the determination unless the Court orders otherwise (Bill NO. 211, s.4Q(2)).

14. Effect of determination – Calculation of Substantial Performance	N/A	N/A	N/A	<p>If an adjudicator makes a determination in relation to a contract before the contract has been certified or declared to be substantially performed under section 41 of the <i>Construction Remedies Act</i>,</p> <p>a. any amount required to be paid under the determination by a party to the contract shall be added to the contract price, to the extent that it is not already included, for the purpose of calculating whether the contract has been substantially performed for the purposes of the <i>Construction Remedies Act</i>, and</p> <p>b. any amount determined by the adjudicator to have been overpaid by a party to the contract shall be deducted from the contract price, to the extent that it is already included, for the purpose of calculating whether the contract has been substantially performed for the purposes of the <i>Construction Remedies Act</i> (CPPAA, s.34(1)).</p> <p>The above ceases to apply if the determination in relation to the contract ceases to be binding on the parties (CPPAA, s.34(2)).</p>	N/A	N/A	N/A
15. Parties Bear Own Costs and Fees	Unless the adjudication is frivolous or vexatious, the parties shall bear their own	Any costs and other charges related to an adjudication shall be equally divided among the parties to the	Unless the adjudication is frivolous or vexatious, the parties shall bear their own	Subject to the regulations, the parties to an adjudication shall bear their own costs of	Unless the adjudication is frivolous or vexatious, the parties shall bear their own	Each party to the adjudication must pay its own costs and an equal portion of the adjudicator's	N/A

	costs of the adjudication (CA, s.13.16). The parties to the adjudication shall split payment of the adjudication fee equally, subject to a different determination under section 13 (CA, s.13.10(3)).	adjudication unless the adjudicator, subject to the policies and procedures of the Nominating Authority, directs otherwise (PPCLA Regulation, s.13(3)).	costs of the adjudication (BLA, s.21.6).	the adjudication (CPPAA, s.35).	costs of the adjudication (BLAA, s.119(1)).	fees and expenses, unless a party has acted in an abusive, scandalous or vexatious manner or in bad faith, in the opinion of the Adjudicator (FPPCW, s.20)	
16. Frivolous, vexatious, etc.	If an adjudicator determines that a party to the adjudication has acted in respect of the improvement in a manner that is frivolous, vexatious, an abuse of process or other than in good faith, the adjudicator may provide that the party be required to pay some or all the other party's costs or fee amount determined under section 13.10 (CA s.13.17).	An adjudicator may refuse to hear a dispute if, in the opinion of the adjudicator, the dispute is frivolous or vexatious (PPCLA, s.33.6(3)).	If an adjudicator determines that a party to the adjudication has acted in a manner that is frivolous, vexatious, an abuse of process or other than in good faith, the adjudicator may require that party to pay some or all of the other party's costs, fees pursuant to section 21.4 or subsection 21.42(3) (BLA, s.21.61).	N/A	If the adjudicator determines that one or more parties has acted in a manner that is frivolous, vexatious, an abuse of process or other than in good faith, the adjudicator may, as part of their determination under section 115, require the party or parties to pay one or both of the following: a. some or all of the costs of the adjudication of the other party or parties; b. any part of the adjudicator's fee, and any fee payable for assistance obtained under clause 113(2)(e), that would otherwise be payable by the other party or parties (BLAA, s.119(2)).	If a party is found to have acted in an abusive, scandalous or vexatious manner or in bad faith, the adjudicator may order that party to pay some or all of the other party's costs or some or all of the other party's portion of the adjudicator's fees and expenses (FPPCW, s.20).	N/A
17. Enforcement by Court	A certified copy of the determination of an adjudicator may be filed with the court making it enforceable as if it were a court Order (CA, s.13.20(1)). The filing of a determination must be done before the later of a. the second anniversary of the communication of	If a party meets all of the following requirements, the clerk of the court shall register an adjudicator's order as an order of the court: a. the order is submitted to the clerk of the court not less than 30 days after the parties have received the order; b. neither party has applied for a judicial review of	A successful party to an adjudication may file the determination with the court to be enforced as an order of the court (BLA, s.21.7(1)). The filing of a determination pursuant to subsection (1) may not be made after the later of: a. two years after the date of the communication of	A party to an adjudication may, no later than the time prescribed by regulation, file the determination of the adjudicator with the court in accordance with the regulations, and, when so filed, the determination may be enforced as an order of the court (CPPAA, s.32).	A party to an adjudication may file the adjudicator's determination with the court to be enforced as an order of the court (BLAA, s.122(1)). The filing of the determination must not be made after the later of a. two years after the date the determination was provided to the parties; or	If a party that is to pay for construction work under its contract is ordered by the adjudicator to make a payment, the party must make the payment no later than the 10th day after the day on which it received the adjudicator's determination, or within any other time limit set out in the	N/A

	<p>the determination to the parties; and</p> <p>b. if a party makes a motion for leave for JR the second anniversary of the dismissal of the motion or, if the motion was not dismissed, the final determination of the application, if it did not result in the adjudicator's determination being set aside (CA, s.13.20(2)).</p> <p>Within 10 days of filing the determination, the party filing must provide the other party with notice of the same (CA, s.13.20(3)).</p> <p>If a determination requiring that an amount be paid to a contractor or subcontractor is filed, any related requirement of the contractor or subcontractor to make payment to a subcontractor is deferred pending the outcome of the enforcement (CA, s.13.20(4)).</p>	<p>the decision under section 33.7;</p> <p>c. the parties have not entered into a written agreement to appoint an arbitrator under the Arbitration Act;</p> <p>d. the parties have not entered into a written agreement that resolves the matter;</p> <p>e. the additional requirements, if any, set out in the regulations (PPCLA, s.33.61(1)).</p> <p>On being registered, the order has the same effect as if it were an order made by an Alberta Court (PPCLA, s.33.61(2)).</p> <p>The registration of an order must be done before the later of</p> <p>a. 2 years after the date of the written notice referred to in section 33.6(4);</p> <p>b. if applicable, 2 years after the date of the final determination of an application for JR, if the application did not result in the adjudicator's order being set aside (PPCLA, s.33.61(3)).</p> <p>A party shall serve written notice on the other party no later than 10 days after the clerk of the court registers an adjudicator's order (PPCLA, s.33.61(4)).</p> <p>If an order registered requires that an amount be paid to a contractor or</p>	<p>the determination to the parties; and</p> <p>b. if applicable, two years after the date of the final determination of an application pursuant to section 21.62 that did not result in the setting aside of the adjudicator's determination (BLA, s.21.7(2)).</p> <p>Within 10 days of filing the determination, the party filing must provide the other party with notice of the same (BLA, s.21.7(3)).</p> <p>If a determination requiring that an amount be paid to a contractor or subcontractor is filed, any related requirement of the contractor or subcontractor to make payment to a subcontractor is deferred pending the outcome of the enforcement (BLA, s.21.7(4)).</p>		<p>b. if applicable, two years after the date of the final determination of an application under section 120 that did not result in the setting aside of the adjudicator's determination (BLAA, s.122(2)).</p> <p>The party filing the determination must notify the other party or parties within 10 days after filing it (BLAA, s.122(3)).</p> <p>If a determination requiring that an amount be paid to a contractor or subcontractor is filed, any related requirement of the contractor or subcontractor to pay a subcontractor is deferred pending the outcome of the enforcement (BLAA, s.122(4)).</p>	<p>determination (FPPCW, s.19(1)).</p> <p>If the party that is ordered to make the payment fails to do so within the applicable time limit, the party that is to be paid may:</p> <p>a. suspend further construction work without this constituting a breach of the terms of its contract; and</p> <p>b. file in the Federal Court or a superior court of a province, as the case may be, a certified copy of the adjudicator's determination within two years after the day on which that determination was received (FPPCW, s.19(2)).</p> <p>On the certified copy being filed, the determination becomes and may be enforced as an order of the Federal Court or superior court of a province (FPPCW, s.19(3)).</p>	
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		subcontractor, any related requirement of the contractor or subcontractor to make payment to a subcontractor is deferred pending the outcome of the enforcement of the order (PPCLA, s.33.61(5)).					
18. Immunity	<p>No action or other proceeding shall be commenced against an adjudicator or their employees for any act done in good faith in the execution or intended execution of any duty or power under this Part or the regulations, or for any alleged neglect or default in the execution in good faith of that duty or power (CA, s.13.21).</p> <p>An adjudicator shall not be compelled to give evidence in any action or other proceeding in respect of a matter that was the subject of an adjudication (CA, s.13.22).</p>	<p>No action or other proceeding lies against a Nominating Authority, an adjudicator or any employee of a Nominating Authority for any act done or omitted to be done by the Nominating Authority, adjudicator or employee in good faith while exercising any power or performing any duty under this Part or the regulations (PPCLA, s.33.9(1)).</p> <p>An adjudicator shall not be compelled to give evidence in an action or other proceeding in respect of an adjudication conducted by that adjudicator (PPCLA, s.33.9(2)).</p>	<p>No action or proceeding lies or shall be commenced against the Minister, an employee of the ministry, an adjudicator, any employee of an adjudicator, the Authority or any employee of the Authority if that person is acting pursuant to the authority of this Act or the regulations, for anything in good faith done or omitted to be done by that person exercising any power conferred by this Act or the regulations (BLA, s.21.72).</p> <p>An adjudicator shall not be compelled to give evidence in any action or other proceeding in respect of a matter that was the subject of an adjudication (BLA, s.21.8).</p>	<p>No action or other proceeding lies or shall be instituted against the any of the following persons for anything done or purported to be done in good faith by any of them or in relation to anything omitted in good faith by any of them in the exercise or intended exercise of a power or duty under this Act or the regulations:</p> <ol style="list-style-type: none"> the Minister; the Adjudicator Authority; an adjudicator; and any person who is acting or who has acted under the authority of this Act or the instructions of a person referred to in this section (CPPAA, s.37). <p>An adjudicator is not is compellable to give evidence in any court or in any proceeding of a judicial nature concerning any information that comes to the adjudicator's knowledge in the exercise of the adjudicator's powers or performance of the adjudicator's duties in relation to an adjudication under this Part (CPPAA, s.38).</p>	<p>No action or proceeding may be brought against the Minister, the adjudication authority or an adjudicator for anything done, or omitted to be done, in good faith, in the exercise or intended exercise of a power or duty under this Division (BLAA, s.124).</p> <p>An adjudicator must not be required to give evidence in any proceeding about information that comes to their knowledge in exercising powers or duties under this Division (BLAA, s.123).</p>	<p>The adjudicator is not to be required to produce or give evidence in respect of any matter that comes to their knowledge as a result of exercising their powers or performing their duties or functions under this Act (FPPCW, s.21).</p>	N/A

19. Application to Surety Bonds	<p>This Part applies to disputes in respect of such surety bonds as specified by the regulations (CA, s. 13.23, O. Reg. 306/18 s.25(1), Form 13).</p> <p>A person to whom payment is guaranteed under a labour and material payment bond required under subsection 85.1 (4) of the Act may refer to adjudication under Part II.1 of the Act any dispute with the principal and the surety in relation to the payment guaranteed under the bond (O. Reg. 306/18 s.25(1)).</p> <p>Subsection (1) applies instead of subsections 13.5 (1) and (2) of the Act (O. Reg. 306/18 s.25(1)(1)).</p> <p>Except as otherwise provided by this subsection, a reference in Part II.1 of the Act and this Regulation to a contract shall be read as a reference to the public contract in relation to which the labour and material payment bond was furnished (O. Reg. 306/18 s.25(1)(2)).</p> <p>In section 13.6 of the Act, a reference to adjudication procedures that are or may be set out in the contract shall be read as a reference to adjudication procedures that are or may be set out in the subcontract with respect to which the dispute relates. Any such adjudication procedures, if applicable under section 13.6 of the</p>	N/A	N/A	N/A	N/A	N/A	N/A
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	<p>Act, apply with necessary modifications (O. Reg. 306/18 s.25(1)(3)).</p> <p>In section 13.7 of the Act, a reference to a contract shall be read as a reference to the labour and material payment bond, and a reference to the parties to a contract shall be read as a reference to the person to whom payment is guaranteed under the bond, the principal and the surety (O. Reg. 306/18 s.25(1)(4)).</p> <p>The reference in subsection 13.12 (1) of the Act to any other power of an adjudicator that may be specified in the contract shall be read as a reference to any other power of an adjudicator that may be specified in the subcontract with respect to which the dispute relates (O. Reg. 306/18 s.25(1)(5)).</p> <p>Subsections 13.8 (2) and 13.19 (1), (5) and (6) of the Act do not apply (O. Reg. 306/18 s.25(1)(6)).</p>						
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**APPENDIX J: JUDICIAL REVIEW OF DETERMINATIONS CROSS-JURISDICTIONAL
COMPARATIVE TABLE**

See attached.

Judicial Review of Determination							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
1. Setting Aside on Judicial Review	Parties may seek judicial review of determinations with leave from the Divisional Court (CA, s.13.18(1)).	An application for judicial review of a determination of an adjudicator may be made in accordance with this Part, the regulations and the Alberta Rules of Court (AR 124/2010) (PPCLA, s.33.7).	An application for judicial review of a determination of an adjudicator may be made to the Court of Queens Bench (BLA, s.21.62(1) and s.2(1)(c)).	A party to an adjudication may make an application for judicial review of a determination of an adjudicator on any grounds prescribed by regulation (CPPAA, s.36(1)). To the extent that they are not inconsistent with this Act and the regulations, the Rules of Court apply to an application under CPPAA section 36(1).	A party may, by application to the court, seek to set aside the determination on judicial review (BLAA, s.120(1)).	N/A	A party to an adjudication may apply to the court pursuant to Section 4Q to set aside the determination by an adjudicator (Bill NO. 211, s.4O). An application for judicial review of a determination of an adjudicator must be made in accordance with the Civil Procedure Rules (Bill NO. 211, s.4Q(1)).
2. Timing	A motion for leave shall be filed, with proof of service, in accordance with the rules of court no later than 30 days after the determination is communicated to the parties (CA, s.13.18(2)).	An application for judicial review must be filed with the court and served no later than 30 days from the date of the notice of determination (PPCLA, s.33.8).	An application to the court may be filed by a party seeking judicial review within 30 days of the determination being communicated to the parties (BLA, s.21.62(1)).	An application must be made in accordance with the regulations no later than 30 days after the adjudicator's determination is communicated to the parties (CPPAA, s.36(2)).	An application for judicial review must be filed with the court and served no later than 30 days after the determination is communicated to the parties (BLAA, s.120(1)).	N/A	N/A
3. Dismissal Without Reasons	A motion for leave may be dismissed without reasons (CA, s.13.18(3)).	N/A	N/A	N/A	N/A	N/A	N/A
4. No Appeal	No appeal lies from an order on a motion for leave to bring an application for judicial review (CA, s.13.18(4)).	N/A	N/A	N/A	N/A	N/A	N/A
5. Grounds for Judicial Review	Determinations may only be set aside if one or more of the following grounds must be established by the applicant: 1. The applicant participated in the adjudication while under a legal incapacity.	Determinations may only be set aside if the applicant establishes one or more of the following grounds: a. the applicant party participated in the adjudication while under a legal incapacity; b. the contract or subcontract is invalid or has ceased to exist;	Determinations may only be set aside if the applicant establishes one or more of the following grounds: a. the applicant party participated in the adjudication while under a legal incapacity; b. the contract or subcontract is invalid or has ceased to exist;	N/A	Determinations may be set aside on any of the following grounds: a. a party participated in the adjudication while under a legal incapacity; b. the contract or sub-contract is invalid or has ceased to exist; c. the determination dealt, in whole or in part, with	N/A	Determinations may be set aside on the following grounds: a. a party participated in the adjudication while under a legal incapacity; b. the contract or subcontract between the parties is invalid or did not exist at the time the dispute arose;

Judicial Review of Determination							
	Ontario	Alberta	Saskatchewan	New Brunswick	Manitoba	Federal	Nova Scotia
	<p>2. The contract or subcontract is invalid or has ceased to exist.</p> <p>3. The determination was of a matter that may not be the subject of adjudication under this Part, or of a matter entirely unrelated to the subject of the adjudication.</p> <p>4. The adjudication was conducted by someone other than an adjudicator.</p> <p>5. The procedures followed in the adjudication did not accord with the procedures to which the adjudication was subject under this Part, and the failure to accord prejudiced the applicant's right to a fair adjudication.</p> <p>6. There is a reasonable apprehension of bias on the part of the adjudicator.</p> <p>7. The determination was made as a result of fraud (s CA, s.13.18(5)).</p>	<p>c. the determination was of a matter that may not be the subject of adjudication or of a matter entirely unrelated to the subject of the adjudication;</p> <p>d. the adjudication was conducted by someone who did not meet the requirements and qualifications under section 7(2);</p> <p>e. the procedures followed in the adjudication did not accord with the procedures to which the adjudication was subject and the failure to accord prejudiced the applicant party's right to a fair adjudication;</p> <p>f. there is a reasonable apprehension of bias on the part of the adjudicator;</p> <p>g. the determination of the adjudication was made as a result of fraud (PPCLA, s.34).</p>	<p>c. the determination was of a matter that may not be the subject of adjudication or of a matter entirely unrelated to the subject of the adjudication;</p> <p>d. the adjudication was conducted by someone other than an adjudicator;</p> <p>e. the procedures followed in the adjudication did not comply with the required procedures set out in this Part;</p> <p>f. there is a reasonable apprehension of bias on the part of the adjudicator;</p> <p>g. the determination of the adjudication was made as a result of fraud;</p> <p>h. any other prescribed ground (BLA, s.21.62(1) and (3)).</p> <p>In considering whether a determination should be set aside for the grounds set out above, the court must consider:</p> <p>a. the materials the adjudicator considered in making the adjudicator's determination;</p> <p>b. the determination of the adjudicator;</p> <p>c. any other information the court considers relevant to the</p>		<p>a matter that cannot be referred to adjudication under this Division, or with a matter entirely unrelated to the subject of the adjudication;</p> <p>d. the procedures followed in the adjudication did not comply with the procedures to which the adjudication is subject under this Division;</p> <p>e. there is a reasonable apprehension of bias on the part of the adjudicator;</p> <p>f. the determination was made as a result of fraud;</p> <p>g. the adjudication was conducted by a person other than an adjudicator;</p> <p>h. any other ground set out in the regulations (BLAA, s.120(1)).</p> <p>In considering whether a determination should be set aside for the grounds set out above, the court must consider</p> <p>a. the adjudicator's determination;</p> <p>b. the documents the adjudicator considered in making the determination;</p> <p>c. any other information the court considers relevant to the application (BLAA, s.120(2)).</p>		<p>c. the determination dealt, in whole or in part, with a matter not subject to adjudication under this Act or the regulations;</p> <p>d. the determination dealt with a matter unrelated to the dispute referred to adjudication;</p> <p>e. the adjudicator made a mistake of law;</p> <p>f. the adjudicator did not have jurisdiction over the matter;</p> <p>g. the prescribed adjudication procedures were not followed;</p> <p>h. there is a reasonable apprehension of bias on the part of the adjudicator;</p> <p>i. the determination was made as a result of fraud; or</p> <p>j. the determination falls under a prescribed ground (Bill NO. 211, s.40)</p>

Judicial Review of Determination							
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			application (BLA, s.21.62(2)).		The court may set aside the adjudicator's determination on any of the grounds mentioned in subsection (1) (BLAA, s.120(3)).		
6. Amounts Paid	If the Divisional Court sets aside the decision of an adjudicator, the Court may require that any or all amounts paid in compliance with the determination be returned (CA, s.13.18(6)).	N/A	If the court sets aside the decision of an adjudicator, the Court may require that any or all amounts paid in compliance with the determination be returned (BLA, s.21.62(4)).	N/A	If the court sets aside the decision of an adjudicator, the Court may require that any or all amounts paid in compliance with the determination be returned (BLAA, s.120(4)).	N/A	N/A
7. Further Adjudication if Determination is Set Aside	N/A	N/A	If a determination is set aside on judicial review, the parties must not participate in another adjudication (BLA, s.21.62(6)).	N/A	If a determination is set aside on judicial review, the parties must not initiate another adjudication in respect of that matter (BLAA, s.120(6)).	N/A	N/A