

SPORT DISPUTE RESOLUTION CENTRE OF CANADA (SDRCC)  
CENTRE DE RÈGLEMENT DES DIFFÉRENDS SPORTIFS DU CANADA (CRDSC)

Citation: Bibic v. Cycling Canada Cyclisme, 2025 CASDRC 41

NO. SDRCC 25-0786  
(ORDINARY TRIBUNAL)  
DATE OF DECISION: 2025-11-14

DYLAN BIBIC  
(Claimant)

AND

CYCLING CANADA CYCLISME (CCC)  
(Respondent)

AND

CHRIS ERNST  
MATHIAS GUILLEMETTE  
(Affected Parties)

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**DECISION (CORRECTIONS REQUEST, CONFIDENTIALITY & COSTS)**

**PARTIES AND REPRESENTATIVES**

For the Claimant: Dylan Bibic (Claimant)  
Sally Bibic (Parent)  
Amanda Fowler (counsel)  
Dr. Emir Crowne (counsel)

For the Respondent: Scott Kelly (CCC)  
Chris Westwood (CCC)  
Adam Klevinas (Counsel)

For the Affected Party Chis Ernst: Self-represented

Arbitrator: Prof. Praveen Sandhu, FCIArb

## **I. PROCEDURAL HISTORY SINCE SHORT DECISION**

1. On 22 September 2025, the Claimant advised he wished to reserve his right to seek costs pending the release of the Decision with Reasons.
2. On 2 October 2025, the Decision with Reasons was issued (the “Reasons”).
3. On 8 October 2025, the Respondent wrote a letter regarding errors it says were identified in the Reasons, and confidentiality concerns after publication of the Reasons. The Respondent further requested that the deadline to make costs submissions and address other concerns be suspended until after the conclusion of the 2025 UCI Track World Championships, which ended on 26 October 2025.
4. On 14 October 2025, the parties were advised that the timeline for costs submissions was suspended until after the championships.
5. On 27 October 2025, the parties were given new deadlines for submissions on costs and any additional submissions on errors or concerns set out in the Respondent’s letter dated October 8, 2025.
6. By 31 October 2025, both parties provided their submissions.
7. By 7 November 2025, both parties provided their responsive submissions.

## **II. INTRODUCTION**

8. I have read and considered all submissions made by both parties regarding:
  - i. the errors and confidentiality concerns relating to the Reasons (“Issue (i)”); and
  - ii. the issue of costs (“Issue (ii)”).
9. I will refer to submissions as needed herein without providing a complete summary.

## **III. CONTENTIONS OF THE PARTIES: ISSUE (I)**

### *Errors & Concerns*

10. The Respondent seeks clarification of various items in the Reasons and raises concerns about the confidentiality of party names from a different proceeding, a 2024 Abuse-Free Sport Complaint. Specifically, that one person involved in the other proceeding, although not referred to by name, could be identified.<sup>1</sup>

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<sup>1</sup> Respondent’s letter dated 8 October 2025.

11. The Claimant says the clarifications sought are outside of those that are permitted by the Code and there was no violation of any Code provision or confidentiality order in this proceeding.

#### **IV. ANALYSIS OF ISSUE (I)**

##### *Applicable Law – errors and concerns*

12. The Canadian Sport Dispute Resolution Code (the “Code”) states at section 5.15 that:

##### *5.15 Clarification of an Award or Decision*

*(a) If a Party believes the award or the decision is unclear, incomplete or ambiguous, or contradictory or contrary to the reasons, a Party may apply to the Panel for clarification within seven (7) days following the communication of the award or decision to the Parties.*

*(b) If the Panel determines that clarification is warranted, it shall issue such clarification within seven (7) days following the filing of the application.*

13. Section 6.13 of the Code states:

##### *6.13 Awards*

*(a) Awards with reasons shall be communicated to the Parties within fifteen (15) days of the completion of the hearing process. Upon request by the Parties, a short decision may be issued earlier at the discretion of the Panel, with reasons to follow. Canadian Sport Dispute Resolution Code 2025 Page 25*

*(b) Notwithstanding Subsection 6.13(a), when the award must be communicated to the Parties simultaneously in both official languages, the written reasons shall be provided to the Parties within twenty-one (21) days of the completion of the hearing process.*

*(c) The award shall be final and binding upon the Parties. There is no right of appeal on questions of law, fact or mixed questions of fact and law.*

*(d) All awards of the Ordinary Tribunal shall be made public unless otherwise determined by the Panel*

##### *Application of Law to Facts – errors & concerns*

14. All parties were given an opportunity make submissions and rebuttal submissions prior to my initial Short Decision.

15. I have reviewed the items identified by the Respondent as errors and the changes sought to the Reasons. In effect, the submissions amount to additional submissions to alter my findings of fact. This is outside the narrow scope of clarification permitted by section 5.15 of the Code which provides, *inter alia*, that clarification may be sought where an Award is “unclear, incomplete or ambiguous, or contradictory or contrary to the reasons.”
16. As stated by Arbitrator Brunet in *Goplen v. Speed Skating Canada*:
- “In adversarial proceedings, there are always two sides of the coin, and alas, usually only one side prevails. It is the very function of the decision-maker to choose one side over the other, which may not always be convincing to one of the parties.”<sup>2</sup>*
17. I am *functus officio* with respect to the decision already made, including my findings of fact.
18. With respect to the confidentiality of the parties named in the 2024 Abuse-Free Sport Complaint, which was a different proceeding, I gave directions and orders aimed at respecting that confidentiality. However, my orders and directions were not an assurance of confidentiality. Despite efforts to respect confidentiality, it may be that members of the public could nonetheless deduce the name of a person involved in that separate proceeding. This does not amount to a breach of any direction or order made in this proceeding. Further, and to be clear, this concerns confidentiality of the names of parties in a different proceeding under different rules, not the proceeding before me.
19. With respect to the publication of the Reasons by the Claimant’s representative prior to the SDRCC adding the Reasons to its online public database, it may be that Reasons are normally first made public by the SDRCC. However, the Respondent has not pointed to any authority to support its position that this practice has any binding impact.
20. In the absence of an express obligation or an express prohibition, I have no jurisdiction to restrict party or counsel-initiated publication prior to the SDRCC.
21. Based on the submissions before me, I am unable to conclude that counsel for the Claimant breached any aspect of the Code or any direction or order made in this proceeding regarding confidentiality.

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<sup>2</sup> *Goplen v. Speed Skating Canada*, SDRCC 16-0310, 14 December 2016, at paragraph 17.

## V. CONTENTIONS OF THE PARTIES: ISSUE (II)

### Costs

22. The Claimant seeks costs of this proceeding. The Claimant submits that costs awards are discretionary and subsection 5.14(c) set out factors a Panel shall consider in making such determination. While the basic rule is that costs are not awarded, matters which are “unique and exceptional” warrant a deviation.<sup>3</sup>
23. The Claimant contends that this proceeding was one of the unique instances in which the Claimant was successful in establishing a reasonable apprehension of bias and, the Claimant submits, this factor should weigh heavily in his favor in determining costs. The proceeding involved complex and novel issues including the application of *Vavilov* to a team selection dispute, an issue which may have been overlooked without the assistance of counsel. The Claimant addresses other factors, including the Claimant’s 2024 income compared to the Respondents operating budget exceeding \$4 million dollars.<sup>4</sup>
24. The Claimant provides a breakdown of expenses, including hourly rates of the two legal counsel who assisted him.<sup>5</sup>
25. The Respondent is not seeking costs and asks that the Claimant’s request for costs be denied.<sup>6</sup>
26. The Respondent submits that the Claimant had *pro bono* counsel, no actual costs were incurred by the Claimant, solicitor-client costs are only awarded in exceptional circumstances, there was no abuse of process or bad faith on the part of the Respondent but a finding that it failed in its duty to explain, neither side made any settlement offers, the Respondent sought to have certain issues raised by it addressed after the World Championships to avoid negative impact for both the Claimant and the Respondent’s staff, counsel for the Claimant made similar costs submissions in the *Beaulieu* case in which Arbitrator Brunet held the case was not ‘exceptional’ such that costs were warranted. While the outcome of a case is a critical factor, costs are only awarded on an exceptional basis so sport funds may be spent on athletes, coaches and teams rather than disputes. The majority of the

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<sup>3</sup> Claimant Costs Submission, 8 October 2025, at paragraphs 2-3.

<sup>4</sup> Claimant Costs Submission, 8 October 2025, at paragraphs 7-8, 10-11 and 26

<sup>5</sup> Claimant Costs Submission, 8 October 2025, at paragraph 27.

<sup>6</sup> Respondent’s Costs Submission, 7 December 2025, at paragraph 5.

Respondent's resources are tied to specific programs and projects and if costs were awarded they would have to be reallocated from other areas.<sup>7</sup>

27. The Respondent also submits that the issues raised and application of *Vavilov*, were neither complex nor novel.<sup>8</sup>

28. Finally, the Respondent submits that it acted in good faith and that there was "not a finding of actual bias, rather that, on a balance of probabilities, such perception was reasonable based on the accumulated impact of circumstantial evidence."<sup>9</sup>

## VI. ANALYSIS OF ISSUE (II)

### *Applicable Law – costs*

29. Section 5.14 of the Code states, in part, that:

#### *5.14 Costs*

*(a) Except for the costs outlined in Section 3.8 and Subsection 3.7(e), and unless expressly stated otherwise in this Code, each Party shall be responsible for its own expenses and those of its witnesses.*

*(b) Where applicable, Parties seeking costs in an Arbitration shall inform the Panel and the other Parties no more than seven (7) days after a decision or the final award being rendered.*

*(c) The Panel shall determine whether there is to be any award of costs, payable to a Party, or to the SDRCC, including but not limited to legal fees, expert fees, Arbitrator fees and disbursements, and reasonable disbursements, and the amount of any such award. **In making its determination, the Panel shall consider the outcome of the proceeding, the conduct of the Parties and abuse of process, their respective financial resources, settlement offers and each Party's good faith efforts in attempting to resolve the dispute prior to or during Arbitration. Success in an Arbitration does not mean that the Party is entitled to costs.** [emphasis added]*

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*(f) Any filing fee charged by the SDRCC can be taken into account by a Panel if any costs are awarded.*

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<sup>7</sup> Respondent's Costs Submission, 7 December 2025, at paragraphs 2, 12, 15, 19, 20, 28, 32-33, 40 and 42.

<sup>8</sup> Respondent's Costs Submission, 7 December 2025, at paragraphs 50-51.

<sup>9</sup> Respondent's Costs Submission, 7 December 2025, at paragraph 56.

### *Facts & Application of Law – Costs*

30. The Claimant submits the outcome was extraordinary in this case while the Respondent submits that the nature of the issues raised and legal reasoning presented was not novel.
31. With respect to its conduct in this proceeding, I give the Respondent the benefit of the doubt; I accept that it sought a suspension of timelines for costs submissions and sought to address other issues after the World Championships based on its sincere belief in the basis it presented.
32. I note neither party made any settlement offer and that both parties agreed to proceed with arbitration before completing the mandatory Resolution Facilitation phase.
33. The Respondent acknowledges a disparity in financial resources; however, the Respondent's resources are allocated for specific programs and are intended to benefit all athletes.
34. While the Claimant cites the *McInnis* case in which costs were awarded, the facts in that case were quite distinct. For example, there were procedural fairness and other issues in how the sports organization handled the matter.<sup>10</sup>
35. Based on the submissions made, I find the bias issue raised by the Claimant was not novel, although some aspect of the submissions made, and the result achieved, may have been rare.
36. Taking into account all of the submissions made and all of the factors set out in the Code, and despite the Claimant's successful outcome, I am unable to find that a costs award to the Claimant is justified.

### **VII. CONCLUSION – ISSUE (I) & ISSUE (II)**

37. The Respondent's request for corrections to the Reasons, is dismissed.
38. The Respondent's request for finding of breach of confidentiality, is dismissed.
39. The Claimant's request for costs is dismissed.

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<sup>10</sup> *McInnis v. Athletics Canada*, SDRCC 19-0401 Costs Decision.

40. All other claims and requests of both parties are dismissed.

Signed in Vancouver, this 14<sup>th</sup> day of November 2025.

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Praveen Sandhu, Arbitrator