

**SPORT DISPUTE RESOLUTION CENTRE OF CANADA (SDRCC)**

**CENTRE DE RÈGLEMENT DES DIFFÉRENDS SPORTIFS DU CANADA (CRDSC)**

Citation : H. v. Sport Integrity Canada, 2026 CASDRC 13

**N°: SDRCC ST 25-0062  
SAFEGUARDING TRIBUNAL  
DATE: 2026-03-10**

**H.**

**(CLAIMANT)**

**AND**

**SPORT INTEGRITY CANADA**

**(RESPONDENT)**

**Correction Notice:**

Corrected on March 26, 2026 under Subsection 5.7(j)  
of the Canadian Sport Dispute Resolution Code.

Appearances:

For The Claimant: Elliot Saccucci (counsel)

For the Respondent: Lisa Henderson (counsel)

Before:

David Bennett, Arbitrator

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**DECISION**

1. This is a jurisdictional challenge relating to the powers of the Safeguarding Tribunal. This matter was brought pursuant to subs. 8.4.2 of the Sport Dispute Resolution Centre Code (“SDRCC Code”).
2. On September 5, 2025, the Claimant received a Notice of Report from the Respondent alleging that the Claimant engaged in conduct that, if proven true, may amount to a violation of the Universal Code of Conduct to Prevent Maltreatment in Sport (“UCCMS”). On September 12, 2025, the Claimant objected to the jurisdiction of the Respondent to deal with the Report and requested that the Report be resolved through remedial resolution pursuant to r. 13.2.1 and/or mediation pursuant to r. 13.4 of the Canadian Safe Sport Program (the “CSSP”),

3. The Respondent rejected the Claimant's request that the matter proceed by way of remedial resolution and has instead elected to proceed with the matter by way of a formal investigation. The Claimant brought a request for a review.
4. This matter was heard by teleconference on March 5, 2026. The Parties made submissions only on the issue of the SDRCC's jurisdiction to review the Respondent's decision and whether the Safeguarding Tribunal may order remedial resolution at this stage in the Respondent's process. This matter is not a review of the Respondent's decision. Submissions on this point were withheld and any other corollary issues were to be considered pending the outcome of this proceeding.
5. The Claimant requested that the Respondent's decision not to proceed by remedial resolution be set aside and that this Safeguarding Tribunal order the following:
  - i. The imposition of a remedial resolution pursuant to Rule 13.2.1 of the Canadian Safe Sport Program Rules (the "CSSP Rules"), such as those listed in Rule 12.3 of the CSSP, and having regard to a consideration of the factors described in Rule 12.2 of the CSSP Rules;
  - ii. Stay of any further proceeding by the CCES concerning the Report, including an investigation and/or adjudication; and
  - iii. Provide such further and other relief as counsel for the Claimant may advise and the Safeguarding Tribunal deems appropriate.
6. For the reasons that follow, I have dismissed the Claimant's challenge.

## **Parties**

### *Claimant*

7. The Claimant in this matter is [redacted]. The Claimant is a respondent to a Report of Prohibited Behaviour brought under the CSSP Rules.

### *Respondent*

8. The Respondent, previously known as the Canadian Centre for Ethics in Sport ("CCES"), is a national, not-for-profit organization that administers the Canadian Safe Sport Program, which encompasses the Universal Code of Conduct to Prevent Maltreatment in Sport and the Canadian Safe Sport Program Rules.

## **Facts**

9. The facts in this matter are not in dispute.
10. On May 31, 2022, the SDRCC published the UCCMS, which came into effect for all participants in sport at the national level on or about November 30, 2022.

11. On May 2, 2024, the Government of Canada announced that the Respondent would administer and enforce the UCCMS for national-level, federally funded sport organization as of April 1, 2025.
12. The CSSP Rules address the adoption by sport organizations of the CSSP, the process by which reports of Prohibited Behaviour in sport will be administered and enforced by the Respondent, and the role of the SDRCC in reviewing decisions made by the Respondent.
13. The final CSSP Rules were published in January 2025 and the program came into effect for national-level Participants of all federally funded, national-level sport organizations on April 1, 2025.
14. The Claimant is [redacted]. Equestrian Canada is National Sport Organization that has expressly accepted and adopted the CSSP in compliance with their governing documents, by way of a formal contract (the “Adoption Contract”) as part of their internal governing documents, which integrates the CSSP into the rules of each adopting sport organization and renders the CSSP binding on Participants.
15. The Claimant is listed as a “Participant” by Equestrian Canada. On March 30, 2025, the Claimant completed his e-learning module and signed the online consent form. The Claimant consented to be bound by the UCCMS and CSSP, including the CSSP Rules.
16. On July 17, 2025, the Respondent confirmed a Report of an allegation that a Participant, the Claimant, engaged in prohibited behaviour from a Reporting Person. The time period for the allegations in question was November 2020 to March 2025.
17. On September 5, 2025, the Claimant received a Notice of Report from the Respondent alleging that the Claimant engaged in conduct that, if proven true, may amount to a violation of the Universal Code of Conduct to Prevent Maltreatment in Sport (UCCMS). On September 12, 2025, the Claimant objected to the jurisdiction of the Respondent to deal with the Report and requested that the Report be resolved through remedial resolution pursuant to r. 13.2.1 and/or mediation pursuant to r. 13.4 of the CSSP Rules.
18. On September 15, 2025, the Respondent responded to the Claimant’s request for remedial resolution and/or mediation and indicated that it would not pursue mediation at that time.
19. On or about September 24, 2025, the Claimant provided detailed submissions to the Respondent, opposing its jurisdiction to deal with the substance of the Report. In this correspondence, the Claimant again requested that the Respondent resolve the Report by way of remedial resolution, pursuant to Rule 13.2.1 of the CSSP Rules, without prejudice to the Claimant’s jurisdictional challenge.
20. On or about October 3, 2025, the Respondent rendered its decision on jurisdiction, finding that it does have jurisdiction to proceed with the Report. On that same day, counsel for the Claimant requested that the Respondent provide a written decision on whether it will proceed to resolve the Report by remedial resolution pursuant to Rule 13.2.1.

21. On or about October 6, 2025, the Respondent indicated that it would not provide a response to the Claimant's request for a remedial resolution without first receiving a substantive response to the allegations within the Notice of Report.
22. On or about October 17, 2025, the Claimant provided a response to the Notice of Report setting out a summary of the allegations raised in the Notice of Report and reiterated his request that the Report be resolved through remedial resolution pursuant to r. 13.2.1 of the CSSP Rules. The Claimant proposed that the matter could be resolved through the imposition of one or more of the following provisional measures set out at r. 12.3 of the CSSP Rules:
  - a. Contact limitations or measures prohibiting one-on-one interactions with the Complainant under Rule 12.3(e);
  - b. Implementing communication limitations or conditions under Rule 12.3(f);
  - c. Restrictions on coaching under Rule 12.3(h);
  - d. Check-ins under Rule 12.3(i); and
  - e. Coaching/training under Rule 12.3(j).
23. The Claimant concluded the request by formally requesting that the Respondent make a determination about engaging the remedial resolution process pursuant to r. 13.2.1 of the CSSP Rules.
24. On or about October 30, 2025, the Respondent provided its decision on the request for remedial resolution. In its decision, the Respondent determined that it would proceed by way of an investigation of the Report, and not by provisional measures in the context of r. 13.2.1 as a remedial resolution. The Respondent did not provide reasons, as requested by the Claimant.

## **Submissions**

### *Claimant's Submissions and Reply*

25. The Claimant submitted that the SDRCC may consider a review of the Respondent's decision not to proceed by way of a remedial resolution. The Claimant argued that the source of this power comes from the SDRCC's broad jurisdiction to review the Respondent's initial decision-making as it relates to Reports of Prohibited Behaviour. The second source of this power comes from the CSSP Rules, which permit the type of review sought by the Claimant.

### A. Jurisdiction Through the SDRCC Code

26. The Claimant submitted that the Safeguarding Tribunal has jurisdiction to review the Respondent's decision not to engage in remedial resolution pursuant to subs. 8.2(a) of the SDRCC Code. The source of this power comes by way of subs. 8.2(a) of the SDRCC

Code, which works with r. 16.1(c) of the CSSP Rules to provide the Safeguarding Tribunal with the power to review the Respondent's decisions.

27. The Claimant began by submitting that there is a general principle that only the Safeguarding Tribunal can determine its own jurisdiction, having regard to the powers outlined in the SDRCC Code and the limits imposed by the CSSP Rules. As authorities, the Claimant cited the Ontario Court of Appeal's decision in *JP Thomson Architects Ltd v Greater Essex County District School Board*, 2025 ONCA 378, which states:

[27] The application judge correctly recognized that, where it is arguable that a dispute falls within the terms of an arbitration agreement, any final determination as to the scope of the dispute to be arbitrated is better left to the arbitration tribunal, "since the question of jurisdiction is itself within the jurisdiction of that tribunal".

28. The Claimant also cited the Supreme Court of Canada's decision in *Peace River Hydro Partners v Petrowest Corp*, 2022 SCC 41, which states:

[39] Competence-competence is a principle that gives precedence to the arbitration process. It holds that, generally speaking, "arbitrators should be allowed to exercise their power to rule first on their own jurisdiction"

29. Accordingly, the question of jurisdiction is within the jurisdiction of the Safeguarding Tribunal itself.

30. The Claimant submitted that subs. 8.2(a) of the SDRCC Code does not require the Safeguarding Tribunal to limit itself to reviews that are made only as expressly provided by r. 16.1 of the CSSP Rules. Instead, the SDRCC Code provides no such language or constraint on the jurisdiction of the Safeguarding Tribunal.

31. The Claimant submitted that where there is ambiguity in the CSSP Rules as to what may be reviewed by the Safeguarding Tribunal, the Safeguarding Tribunal has the jurisdiction to conduct the review, provided that such a review can be conducted without disagreeing with the explicit wording of r. 16.1 of the CSSP Rules.

32. Subsection 8.4.2(a) of the SDRCC Code specifically empowers the Safeguarding Tribunal with the jurisdiction to undertake a review of the decision not to engage in remedial resolution. Based on the plain wording of this section and as it relates to a review of a provisional measure, the Safeguarding Tribunal has the power to either maintain the status quo by upholding the provisional measure, to remove the provisional measure by lifting it or, alternatively, varying the provisional measure.

33. Subsection 8.4.2(a) also includes language which draws a distinction between "provisional measures", which is a defined term under the CSSP Rules, and "other measures", which is not defined by the CSSP Rules. The Claimant submitted that "other measures" ought to be interpreted to mean some sort of measure *other* than a provisional measure.

34. The Claimant submitted that according to the principles of statutory interpretation set out by Ruth Sullivan in “Statutory Interpretation in a New Nutshell”, (2003) 82 Can Bar Rev 51, there is a presumption against superfluous words. As a result, it would violate the Rules of Statutory Interpretation if “other measures” were to be interpreted to mean that the Safeguarding Tribunal has broad jurisdiction to do any number of things involving provisional measures, since that jurisdiction is already explicit. There is therefore an important distinction between provisional measures and other measures.
35. The Claimant submitted that, when hearing a review of a provisional measure, the Safeguarding Tribunal has the power to both address the provisional measure in any way it sees fits and has the authority to impose *other measures*. The result is that the Claimant has the right, pursuant to r. 12.7 and r. 16.1 of the CSSP Rules to a review of the Respondent’s decision *not* to impose provisional measures. The result is that this Safeguarding Tribunal has the jurisdiction pursuant to subs. 8.4.2(a) of the SDRCC Code to undertake that review and impose “other measures”, such as a *remedial measure*, so long as it is satisfied that such a review is “in accordance with” r. 16.1 of the CSSP Rules.
36. Alternatively, the Claimant submitted that if the Safeguarding Tribunal does not accept this argument, this tribunal nevertheless retains sufficient residual jurisdiction to undertake this review under the SDRCC Code. Specifically, art. 5.7(f) and subs. 8.1(c) of the SDRCC Code, which address irregularities in the processes and procedures which might appear before the Safeguarding Tribunal and are otherwise unaccounted for. According to the Claimant, art. 5.7(f) of the SDRCC Code acts to codify the Safeguarding Tribunal’s jurisdiction and authority to address and resolve ambiguities arising in the SDRCC Code and/or the CSSP Rules, provided that, in doing so, the parties are treated fairly and equally.

#### B. Conducting a Review in Accordance with the CSSP Rules

37. The Claimant submitted that the Safeguarding Tribunal can conduct a review in accordance with the CSSP Rules.
38. The Claimant acknowledged that neither r. 16.1 nor r. 13.2 of the CSSP Rules permits an express right of review for a decision involving a remedial resolution. Instead, this Safeguarding Tribunal must examine the ambiguities (as set out above) which are created by the interaction of r. 12, 13 and 16 of the CSSP Rules. This tribunal must then consider and interpret the wording of the CSSP Rules to determine what rights of review were actually intended by the CSSP. To do this, the Safeguarding Tribunal must apply the principles of statutory interpretation.
39. The Claimant submitted that when r. 13.2 and r. 12.3 are read together, it results in a finding that the remedial resolutions in r. 13.2 are the finalized forms of the provisional measures laid out in r. 12.3. The key difference being that the remedial resolutions conclusively resolve the Report without further or other steps, while the provisional measures are temporary and await a final resolution.

40. The Claimant submitted that through the crystallization of the provisional measures into a remedial resolution, he has an express right to have the Safeguarding Tribunal review the Respondent's decision not to impose provisional measures. This is done pursuant to r. 12.7.1 and r. 16.1(c) of the CSSP Rules.
41. The Claimant submitted that the basis for this is the manner in which r. 12.7.1 contains language which creates an absurdity. This is, according to the Claimant, an outcome which must be avoided, as per the principles of statutory interpretation. The Claimant submitted that a reading of r. 12.7.1 leads to the conclusion that only a Respondent to a Notice of Report may request a review of the Respondent's decision *not* to impose provisional measures. The Claimant submitted that such an interpretation is absurd because Respondents to a Notice of Report would not seek a review of a decision *not* to impose provisional measures.
42. The Claimant submitted that in essence, the wording of r. 12.7.1 articulates a right of review exclusive to Respondents but for which there is no practical purpose. The result is an absurdity which ought to be avoided.
43. The Claimant submitted a similar absurdity is found at r. 13.2.1 and r. 16.1(b) of the CSSP Rules. According to the Claimant, these rules provide the Reporting and Impacted Persons with a right to have the Safeguarding Tribunal review any decision concerning a remedial resolution. The Claimant argued that there is no use for a right of review that allows these persons to review a Sport Integrity Canada decision not to resolve the Report by way of Remedial Resolution, and no circumstances in which the Reporting and Impacted Persons would use it.
44. The Claimant submitted that this interpretation, which creates a right of review for the Reporting and Impacted Persons without creating a corresponding right of review for the Respondent, is another instance in which the principles of statutory interpretation are violated.
45. The Claimant submitted that the goal of the Safeguarding Tribunal is to avoid these types of absurd interpretations and outcomes, all of which can be avoided by reading r. 12.7.1, r. 13.2.1 and r. 16.1(c) of the CSSP Rules together and in a manner which reconciles them and gives effect to all three sections. Accordingly, once these sections are read in concert, it leads to one interpretation: the only situation in which a respondent to a Report would review a Sport Integrity Canada decision *not* to impose provisional measures is where Sport Integrity Canada has declined to proceed by remedial resolution and has not imposed provisional measures as a remedial resolution as a means of bringing the Report and resulting process to an end.
46. The Claimant submitted that this interpretation is to be preferred as such an interpretation lacks the absurdity the other interpretations contain and is not in disagreement with the broader scheme of the CSSP Rules.

47. Therefore, pursuant to subs. 8.2(a) of the SDRCC Code, the Safeguarding Tribunal has the jurisdiction to engage in the review sought by the Claimant.

### C. Claimant's Reply

48. The Claimant submitted that the Respondent's submissions advanced a narrow interpretation of the CSSP Rules and the SDRCC Code which limit its obligations to justify substantive decisions while insulating them from review by narrowing the Safeguarding Tribunal's jurisdiction.
49. The Claimant disputed the Respondent's claim that the principles of contractual interpretation alone apply to this matter and submitted that, regardless as to which set of rules of interpretation apply, the task of this tribunal remains unchanged. The task before this tribunal is to interpret the SDRCC Code and CSSP Rules holistically and to determine their meanings intelligibly and in a manner consistent with the purpose and intent of these respective documents.
50. The Claimant acknowledged that the SDRCC's jurisdiction is limited to the powers established in the SDRCC Code and the *Physical Activity and Sports Act*. However, the Claimant is of the view that the SDRCC's jurisdiction is broader than that described by the Respondent. The Claimant submitted that the Respondent failed to posit what the purpose of the words "other measures" might mean. By virtue of their inclusion, these words must have a meaning which the Respondent is not entitled to ignore.
51. The Claimant submitted that the Safeguarding Tribunal's jurisdiction to review such matters is consistent with its public interest function. This tribunal's function is to protect the process and ensure that the Respondent is not acting arbitrarily or unreasonably in its decision-making.
52. The Claimant acknowledged that it is logical that a respondent to a Report cannot seek a review of the remedial resolution agreement. He further acknowledged the rights of Reporting and Impacted Persons to seek a review of the remedial resolution agreements and adopted the reasons provided by the Respondent. However, the Claimant argued that respondents to Reports must also have recourse where the Respondent unreasonably refuses to engage in the remedial resolution process. Without this recourse, the respondent to a Report is made an outsider to the process.
53. The Claimant disputed the Respondent's interpretation of r. 12.7.1 of the CSSP Rules. Instead, the Claimant submitted that this rule must be read as a whole. Accordingly, this leads to an interpretation that a respondent to a Report may request a review of a decision to impose or not impose provisional measures. This interpretation is consistent with the spirit and intent of the overarching framework, which is to ensure that appropriate checks and balances are in place to protect Respondents to Reports.
54. The Claimant submitted that the Respondent referenced the options for resolving Reports under r. 13 of the CSSP Rules. However, the utility of these options is undermined where the Respondent simply refuses to engage the process without this refusal being subject to

review. There must be safeguards through a review mechanism to ensure that decisions with respect to process are fair, consistent, intelligible and in the public interest.

55. The Claimant acknowledged that proceeding to an investigation at this stage does not preclude a return to remedial resolution at a later date. However, this ignores the prejudice which attaches to respondents to Reports as a result of being subject to an investigation. The Respondent must therefore be required to justify its decision and such decisions must be reviewable.

#### *Respondent's Submissions*

56. The Respondent opposed the Claimant's jurisdictional challenge and requested that this matter be dismissed. The Respondent argued that the Safeguarding Tribunal does not have the jurisdiction to make the order sought and that the CSSP Rules do not permit or authorize the type of review sought by the Claimant. Furthermore, the Respondent submitted that the Claimant has misinterpreted the CSSP Rules and the SDRCC Code and that granting the Claimant's request would estop the Respondent from investigating a serious Report of Prohibited Behaviour.

#### A. Jurisdiction Through the SDRCC Code

57. The Respondent submitted that the Safeguarding Tribunal does not have jurisdiction to order the relief sought by the Claimant. There is likewise no jurisdiction to review the Respondent's decision to proceed with an investigation rather than enter into remedial resolution at this point in the process. Furthermore, the SDRCC cannot compel the Respondent to resolve a matter by remedial resolution.
58. An arbitral body like the SDRCC has no inherent jurisdiction. Instead, the SDRCC's jurisdiction is limited to the jurisdiction attributed to it in the SDRCC Code and the *Physical Activity and Sport Act*, SC 2003, c 2.
59. Pursuant to sect. 8.1 of the SDRCC Code, the Safeguarding Tribunal has jurisdiction over sports-related disputes arising from the application of the UCCMS. Subsection 8.2(b) provides jurisdiction to the Safeguarding Tribunal to, "hear reviews of decisions made by Sport Integrity Canada, where a review is available in accordance with CSSP Rule 16.1."
60. CSSP Rule 16.1 establishes which of the Respondent's decisions are reviewable. The Respondent submitted that there is nothing in this or any other CSSP rule which would appropriately ground the SDRCC's jurisdiction in granting the Claimant's request.
61. The Respondent submitted that the Claimant expressly agreed to the limited jurisdiction of the CSSP Rules when he became a participant of a National Sport Organization and signed a consent form to be bound by the terms of the UCCMS and the CSSP Rules.

#### B. Conducting a Review in Accordance with the CSSP Rules

62. The Respondent submitted that there is no review available of the decision not to enter into a remedial resolution by either a respondent to a Report or by any other person.

63. The Respondent argued that r. 16.1(b) of the CSSP Rules provides for a Safeguarding Tribunal review, at the request of the Reporting Person or Impacted Person, where Sport Integrity Canada and the respondent to a Report have come to a binding agreement to resolve the Report by way of remedial resolution. The language contained in this provision makes it clear that there is no review of a remedial resolution available upon the request of a respondent to a Report. There is also no right to request a review at the SDRCC by anyone where there is no remedial resolution. Instead, r. 13.2.1 and r. 16.1(b) are clear that the right of review is limited to a request for review by either a Reporting Person and/or Impacted Person (as defined by the CSSP Rules) of the agreement arrived at or the decision to enter into an agreement.
64. Further, the CSSP Rules limit the rights of the parties where they state that, “unless outlined in this section and expressly stated elsewhere in the CSSP Rules, all decisions and orders made by [Sport Integrity Canada] ... pursuant to the CSSP Rules are final and binding, and no party shall have any other right to review or appeal any such decisions or procedural orders.”
65. The Respondent submitted that it makes sense that the Reporting and Impacted Persons are granted this right to seek a review of a remedial resolution after an agreement has been reached as they are a party to the Report, but do not have a choice as it relates to agreeing to the remedial resolution. This is because, while they are consulted, the Reporting and Impacted Persons’ positions are not determinative of the outcome. Rule 13.2.1 and r. 16.1(b) grant these Persons standing to seek a review of the reasonableness of an agreement entered into by Sport Integrity Canada and the respondent to a Report.
66. The Respondent submitted that the Claimant’s position that r. 16.1(b) includes jurisdiction to review a decision not to impose a remedial resolution is an inaccurate interpretation of that rule. The Respondent submitted that it cannot ever impose a remedial resolution as these are voluntary agreements. As such, there cannot be a review of a decision *not* to impose a voluntary agreement. The wording in this rule also limits the request for a review to a remedial resolution agreement and, as such, where there is no agreement, no review can be sought. This is supported by r. 16.5.1 of the CSSP Rules, which states that the SDRCC has the power to review a decision by Sport Integrity Canada where it has “resolved a Report under 13.1-13.3” of the CSSP Rules.
67. Subsection 8.4.3 of the SDRCC Code speaks to the jurisdiction to review the Respondent’s decision to “issue” or “agree to” or “resolve” Reports by various methods, including remedial resolutions. Section 8.9 also discusses the power of the Safeguarding Tribunal to set aside resolutions of a Report pursuant to r. 13.2 on the basis that the resolution is unreasonable. There is nothing in either the SDRCC Code or the CSSP Rules related to *not* resolving a Report by way of remedial resolution.
68. The Respondent disputed the Claimant’s submissions that there is an absurdity contained in r. 12.7.1 of the CSSP Rules. There is no absurdity in this rule. This is by virtue of a remedial resolution requiring voluntary agreement between the respondent to a Report

and Sport Integrity Canada. As such, the Reporting and/or Impacted Person would have no way of knowing that such a resolution was broached and did not happen or if it were broached and the respondent to a Report did not voluntarily agree. Furthermore, a review of the remedial resolution agreement is only available to review the reasonableness of a resolution that has already been entered into.

69. The Respondent submitted that there is no ambiguity in r. 16.1(b). This rule does not say that only the Reporting and/or Impacted Person can seek a review of a remedial resolution agreement. A respondent to a Report is bound by the agreement they voluntarily entered into. It is therefore not open to the respondent to a Report to review or appeal the remedial resolution agreement.
70. The Respondent submitted that remedial resolutions are not permanent provisional measures. The Respondent acknowledged that while there is overlap between the two, they are not a temporary and permanent version of the same thing. Rule 13.2.1 of the CSSP Rules establishes that the appropriate conditions or requirements and restrictions to be considered for a remedial resolution may be the same as those appropriate for provisional measures, but that provisional measures are not implemented as final resolutions. A remedial resolution is a final resolution.
71. Under the CSSP Rules, a remedial resolution may be negotiated at an early stage, prior to the start of an investigation. It may also be negotiated at a later stage in the investigation based on the findings of fact made as a result of the investigation. In contrast, provisional measures are only and always a protective measure to ensure both the safety of the parties and the integrity of the investigation and other resolution processes. Provisional measures and final resolutions are differentiated in that they have different functions under the CSSP Rules and are triggered at different stages in the process.
72. The Respondent submitted that there is no right to challenge a failure to impose a remedial resolution. There is likewise no right to seek a review of a decision to investigate.
73. Only r. 12.7 refers to the words “not impose”. This is in relation to a review by the Safeguarding Tribunal of a provisional measures and is mentioned as measures which are *not* reviewable by the Safeguarding Tribunal. The words in this rule exist to make it clear that the Reporting and/or Impacted Persons have no right of review of a provisional measure, including the fact that a provisional measure was *not* imposed. The Respondent acknowledged that no respondent to a Report would ever seek to review a decision that provisional measures were not imposed upon them, however, it is for this very reason that it is unnecessary to state this in the rule. The purpose of the language in r. 12.7.1 limiting the rights of Reporting and Impacted Persons is to make it clear that while these persons have participatory rights, they do not have the right to review Sport Integrity Canada’s provisional decision.
74. The Respondent submitted that where it does not make a decision to impose a provisional measure, there is no obligation to explain its rationale or decision not to do so. There is

no corresponding right for the respondent to a Report to review a failure to impose a provisional measure.

75. The decision to proceed with an investigation neither precludes the later use of a remedial resolution nor does the decision create a right of review nor a right to reasons. The Respondent submitted that when it did not accept the Claimant's offer of a remedial resolution, it did not make the type of "decision" in the sense contemplated by the CSSP Rules. To the extent that any decision was made, the decision was to proceed by way of an investigation. Such a decision is not reviewable by the SDRCC under the Rules and is not a decision which obligates the Respondent to issue reasons. Furthermore, the option of remedial resolution remains alive and may be revisited at any point in the investigation.
76. The Respondent submitted that requiring it to provide reasons for every decision would be unworkable and would mean that every decision would be reviewable by the SDRCC. The result would be to add unnecessary and significant delay to every matter.
77. The Respondent argued that, in the alternative, even if the Claimant was correct that he has a right of review, the outcome would be that a review of the Safeguarding Tribunal could impose a provisional measure. However, subs. 8.4.2(a) of the SDRCC Code does not give the Safeguarding Tribunal the power or authority to substitute a provisional measure with a final determination. This is another example of an absurd and unfair interpretation of the CSSP Rules and SDRCC Code offered by the Claimant.
78. The Respondent submitted subs. 5.7(f) of the SDRCC Code does not grant the Safeguarding Tribunal jurisdiction over this matter. The Respondent reasoned that subs. 5.7(f) of the SDRCC Code relates only to procedural matters, not substantive ones and that it does not give this tribunal the ability to create jurisdiction where there is none.

## **Issues**

79. The issue before this matter is whether the Safeguarding Tribunal has jurisdiction to conduct a review of the Respondent's decision not to conduct remedial resolution, and to instead conduct an investigation of the Report of Prohibited Behaviour received naming the Claimant in this matter as a respondent to a Report. The following issues have been considered:
  - a. Whether the Safeguarding Tribunal has broad jurisdiction to review the Respondent's decisions pursuant to the SDRCC Code; and
  - b. Whether the Safeguarding Tribunal can conduct this review in accordance with the CSSP Rules.

## **Relevant Legislation**

80. The following sections of the SDRCC Code are relevant to the matter at hand:

### **5.7 Procedures of the Panel**

- (f) Where a matter arises that is not otherwise set out in this Code, the Panel shall have the power to establish its own procedures provided each Party is treated equally and fairly.

### **8.1 Application of Article 8**

- (a) The Safeguarding Tribunal constitutes Safeguarding Panels to conduct Arbitration procedures for the resolution of Sports-Related Disputes arising from the application of the UCCMS, in a manner that is consistent with specific procedural rules described in this Article 8, while affording additional protection to Minors and Vulnerable Persons when, in exceptional circumstances, giving evidence is deemed necessary by the Safeguarding Tribunal for the proper administration of justice.
- (b) A Safeguarding Panel shall be appointed in accordance with Section 5.3 of this Code from the Safeguarding Tribunal roster of Arbitrators.
- (c) To the extent that a procedure or rule is not specifically addressed in this Article, the other provisions of this Code shall apply except for Articles 6, 7 and 9.

### **8.2 Jurisdiction of the Safeguarding Tribunal**

The Safeguarding Tribunal has jurisdiction to:

- (a) hear reviews of decisions made by the CCES, where a review is available in accordance with CSSP Rule 16.1; or
- (b) hear reviews, appeals or challenges (hereinafter “reviews”) of decisions made by an SO or its designated third party, where:
  - (i) the SO Safe Sport Policies specifically provide for Arbitration before the SDRCC; and
  - (ii) there is an agreement in place for payment of arbitration services between the SDRCC and the SO responsible for the application of the UCCMS, or between the SDRCC and another entity which provides for the payment of arbitration services for the relevant SO.

#### **8.4.2 Review of Provisional Measures under the CSSP**

- (a) The Safeguarding Panel hearing a review of a Provisional Measure has the power to uphold, lift or vary the Provisional Measure or to impose other measures, having regard to a consideration of the factors described in CSSP Rule 12.2.
- (b) Where a decision to impose a Provisional Measure is reviewed, the Safeguarding Tribunal shall apply the standard of reasonableness, taking into account the considerations set out in CSSP Rule 12.2.
- (c) Where posting of the Provisional Measure on a Public Registry is reviewed, the Safeguarding Tribunal shall determine whether the posting is necessary and

appropriate, having regard to the considerations set out in CSSP Rule 12.2. A review of a posting on a Public Registry may be filed separately from any review of the Provisional Measures.

- (d) A Party against whom a suspension is imposed as a Provisional Measure has the right to an expedited hearing. For the sake of clarity, when the Provisional Measure imposes conditions that restrict but do not prevent the Party from participation, there shall be no right to an expedited hearing.
- (e) A reasoned award on a review of a Provisional Measure or posting of a Provisional Measure on a Public Registry shall be communicated to the Parties within ten (10) days of the closing of submissions.
- (f) An award on a review of a Provisional Measure or on posting of a Provisional Measure on a Public Registry shall be final and binding and shall not be appealable to the Appeal Tribunal.

81. The following are the relevant sections of the CCES's *Canadian Safe Sport Program Rules 2025* ("Safe Sport Rules"):

### **12.1 Provisional Measures Following a Report**

At any stage following receipt of a Report, the CCES may impose Provisional Measures.

### **12.2 Considerations for Imposing Provisional Measures**

12.2.1 Provisional Measures may be imposed, without limitation, having regard to a consideration of the following factors:

- a) the safety or well-being of any Participant(s) and the sport community;
- b) the seriousness of the allegations and the facts and circumstances of the case;
- c) potential risks and prejudice from action and inaction, with safety being paramount;
- d) the best interest of sport and those who participate in it, including the views of the Reporting Person and/or Impacted Person;
- e) the impact of the measure on the Respondent; and
- f) the integrity of the investigation or other resolution process.

12.2.2 Provisional Measures must be reasonable and proportionate, having regard to the factors listed above.

12.2.3 To assess the imposition of Provisional Measures, the CCES may receive submissions from or consult with relevant persons, including the Reporting Person, Impacted Person or Respondent. The Sport Organization(s) may also be

consulted on whether the implementation of the Provisional Measures is pragmatic.

## **12.7 Review by Safeguarding Tribunal**

12.7.1 Within twenty-one (21) days of the CCES issuing or amending the Provisional Measures, the Respondent may request a review by the Safeguarding Tribunal. The review will be heard by the Safeguarding Tribunal in writing by documentary review only, unless the Tribunal orders that a different form of hearing is required in the circumstances. **Only a Respondent may request a review. No other party may seek to appeal or review a decision to impose, or not impose, Provisional Measures.** (emphasis added)

## **13.2 Remedial Resolution**

13.2.1 At any time, the CCES may resolve the Report by way of a Remedial Resolution. A Remedial Resolution is a voluntary, binding agreement between the Respondent (or their parent/guardian if they are a Minor) and the CCES. A Remedial Resolution may include safety and/or protective conditions or requirements and restrictions on participation in sport, such as those listed in Rule 12.3. A Remedial Resolution does not constitute a finding of violation of the UCCMS or CSSP Rules by the CCES or an admission of a violation of the UCCMS or CSSP Rules by the Respondent. **The Reporting Person and/or Impacted Person may seek a review of the CCES decision, as set out in Rule 16.** (emphasis added)

## **16.1 CCES Decisions that may be Reviewed**

A review by the Safeguarding Tribunal is available where:

- a) The Reporting Person, Impacted Person or Respondent request a review of a decision by the CCES under Rules 13.1, 15.3(b) and 15.3(c);
- b) The Reporting Person and/or Impacted Person request a review of a Remedial Resolution or an Acknowledgment and Acceptance of Sanction agreement between the CCES and the Respondent under Rules 13.2 and 13.3;
- c) A Respondent requests a review under Rule 12.7.

Apart from the rights to review outlined in this section and expressly stated elsewhere in the CSSP Rules, all decisions and orders made by the CCES (including investigators or decisionmakers retained by the CCES) pursuant to the CSSP Rules are final and binding, and no party shall have any other right to review or appeal any such decisions or procedural orders.

## **16.5 Grounds to Review a Letter of Concern, Remedial Resolution or Acceptance of Violation and Sanction**

16.5.1 Where the CCES resolved a Report under Rules 13.1 to 13.3, the sole ground for review is that the CCES resolution was unreasonable, having regard to the purposes and goals of the UCCMS/CSSP Rules, including the role of education and remediation in achieving safe sport.

## Analysis

82. The Claimant has made submissions arguing that the Safeguarding Tribunal has jurisdiction to consider a review of the Respondent's decision to proceed by way of investigation rather than remedial resolution. The Claimant has argued that the Safeguarding Tribunal has broad jurisdiction to review these decisions pursuant to the SDRCC Code. The Claimant has also argued, alternatively, that this review may also be conducted in accordance with the CSSP Rules.

### A. Jurisdiction Through the SDRCC Code

83. I find that the SDRCC does not have broad jurisdiction to consider the Claimant's request to review the Respondent's decision not to engage in remedial resolution and to instead conduct an investigation of a Report of Prohibited Behaviour.

84. It is settled law that the SDRCC does not have inherent jurisdiction. I detailed this in *Anonymous vs DSO and OSIC*, SDRCC 23-0682. The Parties have acknowledged as much and recognize that the jurisdiction of the SDRCC comes through the SDRCC Code and the *Physical Activity and Sport Act*.

85. Because of this, the Claimant has argued that the Safeguarding Tribunal has jurisdiction through subs. 8.2(a) of the SDRCC Code. Subsection 8.2(a) of the SDRCC Code gives the Safeguarding Tribunal jurisdiction to review *decisions* made by the Respondent, where such review is permitted under r. 16.1(c) of the CSSP Rules.

86. Rule 16.1(c) permits the Safeguarding Tribunal to review the Respondent's decisions where a respondent to a Report requests such review pursuant to r. 12.7. Rule 12.7 permits the review of a *provisional measure* only. I find that there is no ambiguity in this section and that the rights of the Safeguarding Tribunal are clearly and unequivocally circumscribed by subs. 8.2(a) of the SDRCC Code and r. 16.1(c) and 12.7 of the CSSP Rules to only relate to provisional measures which are imposed. The right of review does not extend beyond provisional measures or create a broader jurisdiction for this tribunal to review any and all decisions made by the Respondent in the course of their application of the CSSP Rules.

87. The Claimant has made submissions arguing that, like subs. 8.2(a) of the SDRCC Code, subs. 8.4.2(a) of the SDRCC Code likewise grants this tribunal with the sufficient jurisdiction to conduct the review sought by the Claimant. As with subs. 8.2(a), subs. 8.4.2(a) of the SDRCC Code grants jurisdiction to the Safeguarding Tribunal to review provisional measures imposed by the Respondent. However, this section does not permit the SDRCC to review provisional measures which have *not* been imposed. It also does

not create a right to review other decisions made by the Respondent. There is no ambiguity in subs. 8.4.2 of this jurisdiction.

88. The Claimant submitted that there is ambiguity in the term “other measures” under subs. 8.4.2(a) of the SDRCC Code or that the use of this term is a superfluity and that, as a result, remedial measures may be considered “other measures”. I do not find this to be the case. The use of the term “other measures” in this article is in relation to the provisional measures already imposed by the Respondent. The use of the term “other measures” here gives the Safeguarding Tribunal jurisdiction to impose *additional* provisional measures over and above those already imposed, provided that the Safeguarding Tribunal considers those factors set out in r. 12.2 of the CSSP Rules. Subsection 8.4.2(a) does not grant jurisdiction which extends beyond the provisional measures. “Other measures” here is not an opening in which the Safeguarding Tribunal may seek to wedge in remedial measures. This is by virtue of the fact that remedial measures are an entirely different and distinct process from the provisional measures. I accept the Respondent’s submissions on the distinction between provisional measure and remedial measures and note that both are defined terms in the CSSP Rules.
89. I do not accept the Claimant’s submissions that the Safeguarding Tribunal retains residual jurisdiction to conduct the type of review sought by the Claimant or that there are other ambiguities or irregularities in the statutory framework here of the sort contemplated by subs. 5.7(f) of the SDRCC Code.
90. As per the SDRCC Code, the Safeguarding Tribunal has jurisdiction to review provisional measures imposed by the Respondent. The SDRCC Code does not grant the Safeguarding Tribunal jurisdiction to review provisional measures which have not been imposed and does not grant the Safeguarding Tribunal jurisdiction to review the Respondent’s decision as it relates to the process it elects to address Reports of Prohibited Behaviour. I make this finding without any prejudice to any future claims which may be advanced by the Claimant at a later date.
91. I therefore find that the SDRCC Code does not grant the Safeguarding Tribunal jurisdiction to review the Respondent’s decision not to impose provisional measures or engage in remedial resolution.

#### B. Conducting a Review in Accordance with the CSSP Rules

92. I find that the CSSP Rules do not grant the Safeguarding Tribunal jurisdiction to review the Respondent’s decision as it relates to the handling of the Report brought against the Claimant in this matter.
93. The Claimant has submitted that while r. 16.1 and r. 13.2 of the CSSP Rules do not provide express rights of review of decisions not to engage in remedial resolution, there are ambiguities created in the interactions between r. 12, r. 13 and r. 16. I do not find this to be the case.

94. Rule 13.2 of the CSSP Rules grants rights of review only to the Reporting and/or Impacted Persons and only in the context of a remedial resolution. No rights of review are extended to the respondent to a Report to seek a review of a remedial resolution. I accept the Respondent's submissions as they relate to the intention behind these rights of review and find that they are clear: remedial resolution is entered into by the respondent to a Complaint and Sport Integrity Canada willingly. Reporting and/or Impacted Persons are not a party to the remedial resolution. The intention of this rule is to provide these persons standing in the outcome.
95. I also do not find that remedial resolution is a "finalized form" of provisional measures, as argued by the Claimant. These are two distinct processes with different intents, as made clear in their definitions in the CSSP Rules. Under the CSSP Rules, "provisional measures" are defined as, "A temporary protective measure imposed by the CCES pending determination of a Report in accordance with Rule 12 of the CSSP Rules." "Remedial resolution" is defined as:
- A resolution agreed to by the Respondent and the CCES in which the Respondent acknowledges that they engaged in concerning behaviour and agrees to the imposition of educational and/or remedial and/or safety and/or protective conditions or requirements by the CCES in accordance with Rule 13.2 of the CSSP Rules.
96. While there may be some overlap between the conditions imposed under provisional measures and remedial resolution, this does not equate to one being the temporary or permanent form of the other. These are distinct processes with distinct intentions.
97. In relation to the Claimant's submissions that r. 12.7.1 and r. 16.1(c) of the CSSP Rules create an express right of review of the decision *not* to impose provisional measures, I find this is not the case. In addition, I find that these sections are clear in their function and that there is no confusion, ambiguity or absurdity in their application. Rule 12.7.1 does not create a right to request a review of a decision *not* to impose provisional measures.
98. Rule 12.7.1 grants the respondent to a Report the right to request a review of provisional measures which have been imposed. This rule goes on to make explicit that only the respondent to a Report may request a review of the provisional measures and prohibits any other party from requesting a review.
99. The Claimant has taken issue with the final sentence of r. 12.7.1, which states, "No other party may seek to appeal or review a decision to impose, **or not impose**, Provisional Measures." The Claimant submitted that the use of the term "or not impose" creates an absurdity which is to be avoided, according to the principles of both statutory and contract interpretation. This absurdity derives from the fact that no respondent to a Report would request a review of a decision *not* to impose provisional measures. Therefore, according to the Claimant, the result is that the respondent to a Report has the right to request a review of a decision *not* to impose a remedial resolution as this is the only

scenario in which Sport Integrity Canada will not impose provisional measures as a remedial resolution.

100. I disagree with the Claimant on this point. There is nothing in the CSSP Rules which limits the Respondent's rights to impose provisional measures prior to resolving a Report of Prohibited Behaviour through remedial resolution. Remedial resolution may also result in conditions which are higher or lower in the range of "educational and/or remedial and/or safety and/or protective conditions".
101. I find that the language in r. 12.7.1 does not create any ambiguities. Rather, the language is clear in its meaning, which is to stress the limits on the rights of parties other than the respondent to a Report. The result of this rule is that Reporting and Impacted Persons are prohibited from challenging the Respondent's decision as it relates to imposing provisional measures, which includes seeking a review of the decision *not* to impose provisional measures. I find this interpretation does not result in absurdity, as alleged by the Claimant.
102. Rule 12.7.1 also does not create a corresponding right of review for the Claimant to request a review of the same decision or to challenge the decision to forego remedial resolution in favour of a formal investigation. Overall, I find there is no ambiguity in the CSSP Rules or the SDRCC Code. These documents work in concert to provide a comprehensive framework for the manner in which the Respondent is to respond to Reports of Prohibited Behaviour. Under the Rules, the Respondent has discretion to determine which of its internal processes are suited to address Reports. At the same time, the Safeguarding Tribunal retains jurisdiction after the Respondent and Claimant exhaust the internal processes set out in the CSSP Rules. There are therefore sufficient guardrails in place to ensure fairness in any matter put before the Respondent.
103. I find that the CSSP Rules do not grant the Safeguarding Tribunal jurisdiction to review this matter.

## CONCLUSION

104. I have found that the SDRCC lacks jurisdiction to conduct a review of the Respondent's decision not to engage in remedial resolution and to, instead, proceed by way of a formal investigation. My findings on this issue are not to prejudice any future claims the Claimant may decide to bring at a later date.
105. This was a novel issue as the Safe Sport procedures are new. I wish to thank counsel for assisting me with my decision by presenting thorough and excellent submissions. While I have not agreed with every argument, the quality of counsel has been evident throughout this process.
106. I order that this matter be dismissed.

Signed in Ottawa, this 10<sup>th</sup> of March 2026

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David Bennett, Arbitrator