

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

Citation: Manitoba Rush FC v. Winnipeg Youth Soccer Association, 2026 CASDRC 1

No: SDRCC 26-0796
ORDINARY TRIBUNAL
DATE: 2026-02-02

MANITOBA RUSH FC
(Claimant)

and

WINNIPEG YOUTH SOCCER ASSOCIATION (WYSA)
(Respondent)

Appearances:

For the Claimant: Chris Unruh

For the Respondent: Sarah Schwendemann and Scott Dixon

Before: Jeffrey J. Palamar, Jurisdictional Arbitrator

**REASONS FOR DECISION ON INTERIM CONSERVATORY MEASURES AND
JURISDICTION**

I. Introduction

1. The Claimant is a Manitoba incorporated youth soccer organization.
2. The Respondent is municipal/provincial level youth sport organization. It is not a federally funded National Sport Organization.
3. On or about November 22, 2025, the Claimant applied for voting membership with the Respondent for the 2026 season.
4. On or about December 19, 2025, the Respondent denied that application.
5. On January 7, 2026, the Claimant challenged that denial by its filings with the SDRCC.
6. On January 13, 2026, the SDRCC appointed me as Jurisdictional Arbitrator.
7. On January 15, 2026, the parties and I participated in a preliminary meeting.
8. At this preliminary meeting:

- a) the Respondent confirmed it was contesting the jurisdiction of the SDRCC;
 - b) the Claimant confirmed it was seeking Interim Conservatory Measures, including an order granting the Claimant provisional/conditional participation in the Respondent's sanctioned competitive processes and competition for the 2026 season (including assessments, roster formation and the ability to register teams), pending final determination of all matters in dispute, and/or such other interim relief as I deemed just, in order to prevent exclusion-by-delay, preserve the status quo, and protect youth participation while governance issues were resolved;
 - c) the Respondent confirmed it did not consent to any order of Interim Conservatory Measures; and
 - d) I directed the parties to provide written submissions on these issues. Oral submissions were also scheduled on Interim Conservatory Measures.
9. After considering all submissions, on January 22, 2026, I issued my Short Decision and confirmed:
- a) Even if the SDRCC did have jurisdiction, I would decline to order any Interim Conservatory Measures;
 - b) I had not yet decided on the issue of jurisdiction but would do so as soon as possible; and
 - c) Complete written reasons for my decisions would follow as prescribed by the Canadian Sport Dispute Resolution Code, April 1, 2025, (the "Code").
10. These are the reasons for my decisions. I have summarized and paraphrased the most relevant portions of the submissions made to me. While I do not refer specifically to everything provided, in making my decisions I have in fact carefully considered it all.

II. Interim Conservatory Measures

11. It is well-established that Interim Conservatory Measures are an extraordinary remedy granted only in exceptional circumstances, particularly, where rights or opportunities may otherwise expire before a final award.
12. It is also well-established that where the effect of interim relief is to require a responding party to undertake a positive course of action (and so effectively grant the relief sought in the underlying action) an applicant must satisfy the test as set out in *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 SCR 311 and modified in *R. v. Canadian Broadcasting Corp.* 2018 SCC 5.
13. An applicant therefore must establish:

- a) There is a strong prima facie case. In other words, based on the law and evidence presented, there is a strong likelihood the applicant ultimately will succeed.
- b) The applicant would suffer irreparable harm if the interim relief was not granted.
- c) The balance of convenience favours granting interim relief.

Strong Prima Facie Case

- 14. The Claimant says this dispute involves serious issues concerning governance, process, and access to participation within a sanctioned youth support system. The matters are anything but frivolous.
- 15. I wholeheartedly agree. However, convincing me the matters are not frivolous is not the same as convincing me there is a strong prima facie case made out.
- 16. The relevant Respondent by-law states that:

The Board of the Corporation may, by ordinary resolution, approve the admission of the Members of the Corporation. The following conditions of membership shall apply: Voting membership shall be available to organizations who have successfully satisfied application requirements for membership in the Corporation and been approved by the Board of Directors.
- 17. The Respondent argues (and I accept) that its by-law does not require acceptance of a member based solely on eligibility to apply and application requirements. Rather, based on the by-law, the Respondent can choose to accept an application that meets all requirements, but it is not obliged to do so. The phrase “may, by ordinary resolution, approve” is discretionary, and so does not create an obligation to approve.
- 18. I accept that this discretion has to be exercised fairly, but I cannot conclude the Claimant has made out a strong prima facie case it was exercised unfairly.
- 19. In denying the membership application, the Respondent listed various concerns it had and so explained to the Claimant what was lacking and what needed to be done to come forward with a successful application.
- 20. Those concerns remain outstanding at this stage. If the Claimant were to satisfy those but the Respondent were to respond by “moving the goal post” in some fashion and imposing new requirements, or otherwise acting unfairly, there might be something to complain about at that stage. However, at present, I am aware of nothing unfair about what has occurred.
- 21. I appreciate the Claimant may genuinely wish to offer a quality soccer experience as a member of the Respondent and is deeply disappointed with having its

membership application rejected. However, that disappointment does not equate to a breach of its rights or unfairness.

22. I find there has not been a strong prima facie case made out.

Irreparable Harm

23. The Claimant argues that this dispute is “season-sensitive”. Assessments, roster formation, and founding commitments are occurring at present, and league play commences in March of 2026. It argues that once rosters are finalized and athletes committed elsewhere, the lost opportunity to participate in the 2026 season (as a member of the Respondent) cannot realistically be restored by a later decision.

24. The Respondent argues that nothing prevents the Claimant from offering soccer programming outside the scope of the Respondent’s jurisdiction (i.e. not as a member of the Respondent).

25. It also argues that the Claimant is not losing anything it already has. The Claimant presently is and will remain an “applicant” for membership. The Claimant was incorporated on November 4, 2025. The fact it has not been able to achieve membership yet is simply a result of unrealistic timelines, lack of foresight, and planning.

26. I accept that the Claimant is not losing anything it already has. The fact is the Claimant is a new organization which for whatever reason chose the ambitious timeline it did to pursue membership. That its application could not successfully be concluded in a timely way in order to compete in the 2026 season is not anything other than a product of the timing involved.

27. This is simply a consequence and cannot properly be considered as irreparable harm warranting remedy. To conclude otherwise incents delay.

28. I add that nothing I have seen suggests the Claimant intentionally delayed its application process, but that is not the issue.

29. If the Claimant had already been a member in good standing but had that standing rescinded by the Respondent, that could be a different situation. Here, however, we have a new applicant for membership, which as it turns out had not allowed adequate time for that process to unfold prior to the start of the new season.

30. I find there is no irreparable harm

Balance of Convenience

31. The Claimant argues the requested relief is narrow, temporary, and reversible.

32. The Respondent disagrees. It says that if I decide to allow the Claimant to participate in the 2026 season on a provisional basis, and that decision is later reversed, athletes who chose to register with the Claimant (instead of other teams with full membership status) would practically lose their ability to compete in the league. Their chosen team would be gone and rosters for other teams would already be full.
33. The Respondent also says that integrating the Claimant into the league even on an interim basis requires the Respondent to secure costly additional indoor field time and create a schedule that later might have to be changed. It says this cannot be easily or fairly reversed.
34. I acknowledge that athletes who chose to play for the Claimant might later lose their season if the Claimant's provisional membership status were removed. That said, one could argue that accepting this risk would be their choice. They do not need to sign with the Claimant and instead could go elsewhere and not face this risk.
35. However, if provisional status membership status were later removed in mid-season, it is a certainty that even those athletes who chose not to take this risk would be negatively impacted.
36. Inserting the Claimant into the mix as a provisional team does increase the cost for all concerned. It also requires a schedule to be created at this stage which may have to be amended in mid-season.
37. If need be, how can that extra cost fairly be addressed, and remedied?
38. If need be, how should one fairly consider the results of games played against a disenfranchised Claimant, and how can one fairly amend the schedule moving forward?
39. Admittedly, neither challenge is absolutely impossible to overcome. However, it would be one thing to have to do this because a franchise unexpectedly collapsed in mid-season and an unexpected emergency needed a response. It would be quite another to choose to force this very real possibility on all involved.
40. Overall, I find the balance of convenience does not support the claim for Interim Conservatory Measures.

III. Jurisdiction

41. Relevant portions of the Code are as follows:
 - 2.1 Administration
 - (a) The SDRCC administers this Code, which may be amended from time to time by its Board of Directors, to resolve Sports-Related Disputes.

(b) This Code applies to a Sports-Related Dispute where the SDRCC has jurisdiction to resolve the dispute. This Code will therefore only apply to a Sports-Related Dispute:

- (i) in relation to which an agreement exists between the Parties to bring the dispute to the SDRCC, whether by virtue of a policy, contract clause or other form of agreement binding the Parties;
- (ii) that the Parties are required to resolve through the SDRCC; or
- (iii) that the Parties and the SDRCC expressly agree to have resolved using this Code.

(c) This Code shall not apply to any dispute:

- (i) where a Panel or a Jurisdictional Arbitrator has determined that the SDRCC does not have jurisdiction to deal with the dispute; or
- (ii) arising from the application of the Abuse-Free Sport Program, where the complaint was filed with the OSIC before February 1, 2025, to which the 2023 Canadian Sport Dispute Resolution Code shall apply.

3.1 Availability of Dispute Resolution Processes

(a) The Dispute Resolution Processes are available to any Person for the resolution of a Sports-Related Dispute, subject to Subsection 3.1(b) and Section 3.2.

(b) Unless otherwise agreed or set out in this Code, before a Person applies for the resolution of a Sports-Related Dispute, the Person must first have exhausted all internal dispute resolution procedures provided by the rules of the applicable SO. An SO internal dispute resolution procedure is deemed exhausted when:

- (i) the SO or its internal appeal panel has rendered a final decision;
- (ii) the SO has failed to apply its internal appeal policy within reasonable time limits or on reasonable grounds; or
- (iii) the SO has waived the requirement to exhaust its internal appeal process.

(c) Where Parties to a Sports-Related Dispute do not agree on the Dispute Resolution Process to be utilized, the Dispute Resolution Process will be Arbitration.

“Party” means:

- (i) any Person or SO participating in a Resolution Facilitation, Mediation, Arbitration or Med/Arb;
- (ii) any Affected Party;
- (iii) any Person designated as a Party in the CADP;
- (iv) any Person designated as a Party in the CSSP;
- (v) any Person designated as a Party in the SO Safe Sport Policies;
- (vi) any Person designated as a Party in the CPPCM; or
- (vii) the Government of Canada, in a dispute related to a decision of Sport Canada in the application of its Athlete Assistance Program (“AAP”);

“Person” means a natural person or an organization or other entity;

“Sport Organization” or “SO” includes any sport organization in Canada that is:

- (i) the governing body for a specific sport or discipline at the national level or in any provincial, territorial or regional jurisdiction in Canada, as recognized from time to time by the SDRCC;
- (ii) a multisport service organization at the national level or in any provincial, territorial or regional jurisdiction in Canada, as recognized from time to time by the SDRCC; or
- (iii) a Canadian Sport Institute or Centre receiving funding from Sport Canada;

“Sports-Related Dispute” means a dispute affecting participation of a Person in a sport program or a Sport Organization arising from, but not limited to:

- (i) the selection of members to a team;
- (ii) the Athlete Assistance Program of the Government of Canada;
- (iii) a decision of an SO board of directors, a committee or an individual delegated to make a decision on behalf of an SO or its board of directors, which affects any Member of the SO;
- (iv) the application of the CADP;
- (v) the application of CSSP Rules 12.7, 13, 16 and 17;
- (vi) the application of the CPPCM; or
- (vii) the application of the UCCMS under the authority of an SO;

42. The Respondent says there is no jurisdiction.

43. The Respondent says it operates under the authority of the Manitoba Soccer Association and so its operations, governance, membership and administration are all within provincial jurisdiction, and are not of a national quality such as to make it a Sport Organization as defined in the Code. Therefore, disputes are not required to be resolved under the Code according to Article 2.1(b) (ii) of the Code.

44. The Respondent also says this is not a Sports-Related Dispute as defined in the Code, and so there is no jurisdiction granted by article 3.1 of the Code.

45. In the alternative, if article 3.1 potentially applies, article 3.1(b) would have required the Claimant to firstly have exhausted all internal dispute resolution procedures provided by the rules. The Respondent says the Claimant has not done so, and refers to various provisions of the MSA Rules and Regulations, offering such recourse.

46. The Respondent says the MSA Rules and Regulations provide a process for submitting a complaint at section “R” of its Rules and Regulations, which states

- 1. Any person may file a report where that person believes conduct has taken place that is incompatible with the MSA By-Laws, Rules & Regulations, and/or Canada Soccer’s Code of Conduct & Ethics...”

...

5. A complainant and/or respondent may apply to the MSA for leave to appeal a decision rendered on completion of the member organization appeal process that involves an interpretation or breach of the MSA Rules & Regulations, policies, Canada Soccer's Code of Conduct & Ethics, or the policies or regulations of the member organization.

47. Sections "Y" and "Z" of the MSA Rules and Regulations then detail that process for appealing a decision.
48. The Respondent says that the Claimant has bypassed this clear process available to it, and instead simply applied to the SDRCC.
49. The Respondent relies on both *DiPompeo v Rowing Canada Aviron SDRCC 23-0677* and *Spinney v Coaching Association of Canada SDRCC 23-0670*, where the failure to pursue and exhaust an internal appeal within the proper organization, was fatal to any claim instead pursued to the SDRCC.
50. The Respondent says Section I (General), item 8 of the MSA Rules and Regulations also is relevant. That provision states:

Any disagreement shall be submitted to the jurisdiction of the MSA, Canada Soccer, or the Sport Dispute Resolution Centre (SDRC) (sic). The SDRC (sic) shall deal with disputes that do not fall under the jurisdiction of the MSA and Canada Soccer. (emphasis added)
51. The Respondent acknowledges article 2.1(b)(i) or (iii) of the Code potentially allow some disputes to be resolved by the SDRCC through agreement. However, it says the only disputes which are agreed to be so resolved are those that do not fall under the jurisdiction of the MSA and Canada Soccer.
52. As the dispute here does fall within the jurisdiction of the MSA, the SDRCC is not conferred jurisdiction by agreement, and so has no jurisdiction.
53. The Respondent also argues the Claimant is not without recourse here. It can try to pursue an appeal with the Manitoba Soccer Association, it can remedy the shortcomings in its application for membership status with the Respondent, or it can bring a claim in Court and seek various orders under Manitoba's Corporations Act (or otherwise), relating to oppression, a derivative action, declarations or injunctions.
54. The Claimant argues that "Sports-Related Dispute" should be interpreted broadly, and notes how an expansive approach was followed in *Smerek v. National Karate Association SDRCC 09-0106*. There, the Codes' definition of a "Sports-Related Dispute" was held to be inclusive (and not exhaustive) by virtue of the words "but not limited to", and a decision to deny an application for membership could, depending on the circumstances, be regarded as a Sports-Related Dispute.

55. The Claimant also referred to *Kapila (Falcons Soccer Inc.) v Saskatchewan Soccer Association Incorporated* SDRCC 17-0333 where the question of whether the SDRCC had jurisdiction to resolve disputes at a provincial level was addressed.
56. The arbitrator in *Kapila* determined there could be (and in fact was) such jurisdiction. She noted the Physical Activity and Sport Act (SC 2003, c. 2) had constituted the SDRCC, and in particular referred to section 10 of that Act which defined the SDRCC's mission to provide to the sport community a national alternative dispute resolution for "sport disputes". Sport disputes were defined in that Act as sport disputes between a sport organization and persons affiliated with it, including its members.
57. The arbitrator noted the Act did not restrict the SDRCC to only provide services to national sport organizations. However, she also noted that the extension of services to the sports community as a whole did not create a corresponding obligation on provincial sport organizations to use those services, except as otherwise provided for in the Code.
58. She held that as the applicable bylaws required a dispute to be submitted to the SDRCC, the SDRCC plainly had jurisdiction.
59. The Claimant says the same logic applies here by virtue of the word "shall" in Section I (General), item 8 of the MSA Rules and Regulations (i.e. "The SDRC (sic) shall deal with disputes that do not fall under the jurisdiction of the MSA and Canada Soccer.")
60. The Claimant also refers to *Cricket Canada v Alberta Cricket Council*, 2020 ONSC 3776. There, the Ontario Superior Court addressed the question of whether the SDRCC had jurisdiction over a dispute involving Cricket Canada and two provincial organizations vying for membership status with it.
61. The Court noted how the Physical Activity and Sport Act (SC 2003, c. 2) defined the purpose of the SDRCC as to ensure the full and fair participation of all persons in sport, and the fair, equitable, transparent and timely resolution of disputes relating to participation of a person in a sports organization.
62. The Court then accepted there was SDRCC jurisdiction on the basis that a Sports-Related Dispute was broad enough to include a dispute affecting "participation" of a person in a sport program or a sport organization. This was seen as including membership, and participating in a process with Cricket Canada to demonstrate membership status was warranted.
63. I can accept that membership status in a provincial organization (like here) properly *could* be considered as a Sports-Related Dispute (on the basis it was a dispute affecting participation) and so falls within the jurisdiction of the SDRCC.

64. However, that is not the same as a conclusion that in this context, it *would* be considered as a Sports-Related Dispute, fall within the jurisdiction of the SDRCC, and so *require* the parties to pursue any dispute to the SDRCC.
65. There is no express agreement to do so set forth in item 8 of the MSA Rules and Regulations. The wording of that provision is quite clear and it only confers jurisdiction on the SDRCC on disputes “that do not fall under the jurisdiction of the MSA and Canada Soccer”.
66. From the materials on the file, it is plain that the Claimant initially (and properly) tried to seek help from the Canadian Soccer Association, and on January 7, 2026, the Canadian Soccer Association expressly stated it had no jurisdiction.
67. From the materials on the file, it is also plain that the Claimant initially (and properly) tried to seek help from the Manitoba Soccer Association and on January 6, 2026, the Manitoba Soccer Association clearly advised it was not intervening.
68. While the Claimant made inquiries with the Manitoba Soccer Association at no time did the Claimant appeal the Respondent’s decision to the Manitoba Soccer Association, pursuant to the available internal procedures under the MSA Rules and Regulations.
69. It is true that the Manitoba Soccer Association did not expressly refer the Claimant to the MSA Rules and Regulations and invite an appeal. While it may well have been helpful for the Manitoba Soccer Association to expressly advise the Claimant of that option, I cannot say it had that positive responsibility.
70. A review of MSA Rules and Regulations shows there was this appeal option, which the Claimant could have pursued. In fact, this appeal option was required to be pursued and exhausted by article 3.1(b) of the Code *prior* to pursuing a complaint with the SDRCC. The Claimant did not pursue that internal dispute resolution procedure, nor exhaust it.
71. As a result, it is premature for this matter to be before the SDRCC and I find there is no jurisdiction.
72. I will add that the fact the Claimant might have gone to court is not relevant to the matters at hand. The court system can be time consuming, complicated, and costly. Our alternative SDRCC system offers a much preferred alternative that is designed to avoid delay, and achieve a just, speedy and cost effective resolution.
73. This alternative is vital to the effective functioning of our sports system and if there is jurisdiction, happily there is no need to go to court. The SDRCC has no inherent jurisdiction however and not all disputes that in some way touch on sport necessarily must be resolved within it.

IV. Conclusions

74. I decline to order any Interim Conservatory Measures.
75. I find that at present, the SDRCC does not have jurisdiction.
76. I genuinely thank the parties for the courteous and comprehensive manner in which they addressed these matters (despite the short-time frames involved) and so helped me understand the issues, and come to timely decisions.

Signed in Winnipeg, Manitoba, this 2nd day of February, 2026.

Jeffrey J. Palamar, Arbitrator