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How the CRT works

Anyone can visit the Civil Resolution Tribunal's website and take advantage of the advice it offers. It's attractively laid out, friendly and non-threatening. The home page shows a series of users from different social groups with the slogan "what can the CRT do for you?"¹

Darin Thompson, a lawyer working for the British Columbia government, has been involved with the CRT since its initial stages. He told me about the message it was trying to convey:²

We wish you didn't have a dispute but, now that you do, what can we do to help you resolve it? You want to file your documents when you get home from work and after you put your kids to bed? Fine. You want to access our services on a cell phone from a park bench? Fine, you can do that.

You have to start with the *solution explorer* which, as the name suggests, explores whether there may be a solution to your problem. This is a so-called expert system; it uses a "decision-tree" of questions and answers but does not involve artificial intelligence. After an introductory video the system provides you with self-help tools, giving basic legal advice and drafting letters that you can post or email to the person on the other side of your dispute.

Significantly, you are not asked for your name and address at this stage or told to pay a fee. That happens only if you cannot resolve the dispute yourself and decide to start the formal tribunal process.

I asked Darin Thompson to take me through the solution explorer. We clicked "small claims" and pretended that our case involved buying and selling goods and services. The system advised us to check whether we were bringing our claim within the relevant limitation period – an important but surprisingly complicated question on which we were told we might need to take legal advice.

We pressed on and were asked whether we are a buyer or seller. After choosing seller, we were asked "what's the issue with what you sold?"

Of the five options on offer, we choose "there's a problem with payments or money". What type of problem, it asked us. "The buyer hasn't paid," we replied.

To this, the system responded by generating a two-page advice document explaining why a buyer might not have paid in full and – more to the point – what we might do about it. We could download or print the document for future reference. In any event, the system kept a note of it on the running summary of our case that appeared at the side of each page.

After reading the advice document we were asked to rate it at anything from half a star to five stars. We also had the option of dismissing the document as “not helpful”. Darin Thompson told me that responses would be collated automatically so that his colleagues could assess the system’s strengths and weaknesses. They regarded this user-satisfaction data as their “treasure-trove” and had already begun to share some of it with academic researchers.

“If you click the ‘not helpful’ button,” he explained, “it’s the same thing as clicking ‘next’ – except it records some very important data for us. We absolutely do pay attention to it and the team will work hard to try and make an improvement.”

The next question we were asked was somewhat unexpected. “Has the buyer started bankruptcy proceedings,” it wanted to know. There were two problems with this question. First of all, we are very unlikely to know the answer. Secondly, we might not even understand the question: we may think it was asking us whether the buyer was attempting to make us, the seller, bankrupt.

Darin Thompson accepted that the question might be worded more clearly. He explained that if our reply was either “no” or “I’m not sure” then we would be offered another information sheet, explaining the effect of a bankruptcy declaration. This, too, could have been better worded: it needed to explain at the outset that we were likely to get little or no money back from a bankrupt debtor and that – unless we are covered by one of the exceptions – we should probably give up now. But it was still a valuable reminder of something that many claimants do not understand: there is little point in suing someone who can’t afford to pay.

The next question asked what we had sold the buyer: was it goods or services? There are obvious practical differences between the two and when we chose “goods” we were asked whether our contract gave us the right to repossess these items if the buyer did not pay. We replied “no” and were offered some more legal advice about the Sale of Goods Act. New goods sold to consumers must be of “merchantable quality”, we were advised, and they must last for a reasonable time. If our goods had fallen apart, we might have to give the buyer a refund.

Having diagnosed the problem in a way that could be understood by someone coming new to the dispute, the solution explorer then asked whether we were going to demand the full amount owing. Failing that, we could invite the buyer to negotiate a solution or take no further action on the issue. We choose the first option.³

The system then produced a letter template. We filled the details of the goods sold and the date when payment was due. We added our contact details and those of the purchaser. The solution explorer promptly generated a polite but firm request for payment that we could further personalise and send to the debtor.

What if that doesn’t achieve the desired results? Could we now begin proceedings? Not quite yet: the system is designed for dispute resolution and doesn’t give up that easily. At this point it offered us a handy “workbook” with tips for negotiating a solution.

We persisted; and the explorer then paused for us to take stock of the information we had provided. It summarised our claim under the heading “issues”, telling us that our exploration had found one or more of these.

Being told that the system has identified an “issue” might confuse some people. The programmers believed they were merely outlining the basis of our claim. These days, though, the word “issue” is used to mean “problem” and some users might think the system had found an error in our application. Darin Thompson promised me that his team would look again at the way this was worded.

We were then offered the opportunity to make a formal claim with the CRT. Information we had already provided would be carried across to the claims process; although we would have the opportunity to amend it.

Finally, the system checked we were claiming no more than the current maximum of \$5,000. It then took us to the start of the tribunal process.

It’s at this stage that we must provide our contact details. We must also pay a fee – either online or at a local government office, although a waiver might be available.

As part of the application process, the system told us it would be asking us about our evidence. I thought it might now want us to upload copies of our transaction records. Not so: the tribunal still hopes we may be able to resolve our dispute without a hearing. It does not want us to trouble it with documents it may never need to read.

Once we have completed the application form, the information we have provided will be reviewed – for the first time – by tribunal staff. If we had declared special needs they would willingly contact us by telephone.

Once the formal tribunal process has begun and the other side has been notified, we will be offered another opportunity to settle our claim. Any agreement will be formalised by the tribunal. If no agreement can be reached, an expert facilitator will try to mediate. It is only if it proves impossible to facilitate a settlement that preparations will be made, with the facilitator’s help, for a legally-qualified tribunal member to judge the dispute.

References

1. The system was not built from scratch. It relies on a customised version of Salesforce, which Darin Thompson described in November 2016 as “a large, stable, regularly updated platform used by governments and other large entities on a licence basis in many countries for case management and customer service”. <https://www.scl.org/articles/3784-the-online-justice-experience-in-britishcolumbia>
2. Interview with the author, Victoria BC, 6 December 2017.
3. That was in December 2017. By January 2018, the system had changed. We had to select “make a claim with the CRT” if we wanted to get much further.