

NTCAT – COMPULSORY CONFERENCES

INFORMATION SHEET



INTRODUCTORY

1. NTCAT conducts compulsory conferences under sections 107 to 116 of the *Northern Territory Civil and Administrative Tribunal Act* ('NTCAT Act').
2. Compulsory conferences, which, as the name suggests, *must* be attended by parties, are conducted for two purposes:
 - identifying and clarifying the issues in dispute; and
 - exploring the possibility of settlement.
3. From April 2016, the use of compulsory conferences in NTCAT proceedings will be expanded significantly.
4. This information sheet explains when compulsory conferences will be ordered and what parties can expect at compulsory conferences.

AFFECTED MATTERS

5. Any NTCAT matter may be referred to a compulsory conference; however, in practice, the decision whether to do so will be affected by the complexity of the matter or its urgency.
6. In general, the following matters will *not* be referred to a compulsory conference:
 - straightforward matters - such as tenancy terminations, unpaid rent claims and some debt recovery claims (when NTCAT commences its small claims jurisdiction); and
 - urgent matters - for example, hardship applications and urgent repair applications in the tenancy jurisdiction.
7. The remainder of matters (both in NTCAT's original jurisdiction and its review jurisdiction) will be referred to a compulsory conference.
8. NTCAT will set the date for the compulsory conference, and make orders regarding other requirements for the conference (including reading this information sheet), after the respondent has filed a Response to the applicant's Initiating Application.

THE COMPULSORY CONFERENCE

9. Compulsory conferences are conducted by NTCAT members.

10. The member who conducts a compulsory conference for a matter will not (unless the parties agree) have any involvement in the matter after the compulsory conference.
11. The length of the compulsory conference will vary, but usually NTCAT will allocate two hours for the whole process. Parties should make sure they are available for the full time allocated.
12. It is up to the member conducting the conference to decide when to call an end to the conference. Occasionally it may be necessary for a compulsory conference to be adjourned for continuation on a later date.
13. A compulsory conference has **two** stages.

First stage: Directions

14. At the first stage, the member will make directions about future steps to be taken in the proceeding (that is, if the second stage does not result in a settlement of the dispute).
15. The future steps will involve the fixing of a hearing date as well as directions to ensure that the hearing is thorough and fair. Usually NTCAT will set a timetable for the parties provide to NTCAT and each other the evidence and any submissions they intend relying on at the hearing.

Second stage: Negotiations

16. At the second stage, the member will take the parties through a negotiation process with the aim of assisting them to resolve their disagreements.

Some benefits of the negotiation stage

17. If a matter goes to a hearing, the outcome of a dispute is determined by NTCAT's findings about the facts and how the law applies to those facts.
18. The negotiation stage of a compulsory conference is an opportunity for the parties to find their own solution to a dispute, rather than having NTCAT decide what the outcome will be.
19. The solution can sometimes involve issues and concerns that may be very important to a party but which may be of little relevance to the strict legal position (and therefore would not be considered at a hearing).
20. Even if the negotiation stage does not bring an end to the parties' entire dispute, it can result in agreement as to some issues and therefore a shorter and less complicated hearing.

What the parties should expect during the negotiation stage

21. The member's approach to the negotiation stage will depend on the type of dispute, but will usually involve:
 - an opportunity for each party to make a short opening statement identifying their perspective on the dispute;
 - a discussion of the main issues; and
 - consideration of possible solutions.

22. Most of the negotiation stage will be conducted in the presence of all parties; however, sometimes, the member may wish to speak to a party in private.
23. The entire negotiation stage is confidential and (unless the parties agree) nothing said or done during the negotiations can be referred to at a later hearing.
24. The member's role in the process is to encourage negotiations between the parties.
25. The parties should *not* expect that a member will offer any view regarding the likely outcome at a hearing, or make any suggestion as to what would be a fair settlement.

What NTCAT expects

26. Although NTCAT will require parties to attend a compulsory conference, it cannot require them to reach a settlement once they attend.
27. NTCAT does, however, expect that parties will respect the negotiation stage of a compulsory conference for what it is: an extremely valuable opportunity for them to resolve their dispute promptly and without the expense, stress and inconvenience of a hearing.
28. Parties should therefore approach the negotiation stage with an open mind and in good faith. They should deal respectfully with one another and with the member assisting them in the negotiation.
29. If a party is not properly prepared for a compulsory conference, or does not participate in good faith, he or she may be ordered to pay the other party's wasted costs of the compulsory conference.
30. If a party is represented at a compulsory conference by his or her agent (for example a landlord's property manager) NTCAT will expect that the agent has the party's authority to fully participate in negotiations (as well as immediate access to the party for the purpose of obtaining any necessary instructions).

What parties should bring

31. A compulsory conference is not a hearing - NTCAT will make no decision for or against a party.
32. It is, however, important at the negotiation stage that there is a clear understanding of what the dispute is about and what each party sees as the strengths to their case.
33. Parties will therefore be directed to bring to the compulsory conference any documents they consider important. For a tenancy matter such documents might include the tenancy agreement, condition report(s) and quotes/invoices for repairs.

After the compulsory conference

34. If the negotiation stage produces a settlement, the NTCAT proceeding concludes. Depending on what is agreed, NTCAT may make consent orders giving effect to the settlement.
35. If there is no settlement, the directions made at the first stage of the compulsory conference will take effect and the matter will proceed to hearing (before a different NTCAT member).