

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Fusion Football Club Soccer Association v. Richmond Soccer Association*,  
2025 BCSC 1176

Date: 20250617  
Docket: S253322  
Registry: Vancouver

Between:

**Fusion Football Club Soccer Association**

Petitioner

And

**Richmond Soccer Association**

Respondent

Before: The Honourable Justice Fowler

## Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner: B.J. Cabott (by videoconference)  
L.D. Honywill (by videoconference)  
I. Kurji (by videoconference)

Counsel for the Respondent: S.C. Driver (by videoconference)  
A. Formoso, Articled Student (by videoconference)

Place and Date of Trial/Hearing: Vancouver, B.C.  
June 10-11 and 17, 2025

Place and Date of Judgment: Vancouver, B.C.  
June 17, 2025

[1] THE COURT: These are oral reasons delivered after a two-day hearing under time constraints because the parties need a decision before June the 22nd, the date when the applicant's licence with Canada Soccer will expire.

[2] The arguments raised by both sides are factually and legally complex. For example, does the doctrine of issue estoppel or abuse of process prevent this Court from considering allegations of breaches of the *Societies Act*, S.B.C. 2015, c. 18, when similar allegations have been adjudicated by a private arbitration further to the bylaws of a private sports governing body.

[3] Factually, this case is no less complicated, involving allegations that the petitioner breached policies or bylaws governing the registration of players, the so-called “50 percent rule” preventing a team from signing up more than 50 percent of the players from another team, also known as “the whole team rule.” The issue of how a club is to reconcile this rule or policy with its obligations to respect the rights of players and their families to choose where they want to play, the mobility policy, is complicated.

[4] That all being said, I have determined that the Court must do what it can to assist the parties in resolving these issues going forward in a way that minimally disrupts the lives of the people that matter most in this dispute, that being the kids and families who want to play youth soccer in Richmond.

[5] The petitioner, Fusion Football Club Soccer Association, that I will refer to as "Fusion," petitions the Court for relief under the *Societies Act* arising from the refusal by the Richmond Soccer Association (RSA), to accept Fusion as a full active member. Specifically, Fusion alleges that the decision made by RSA on November 29, 2024, that I will refer to as “the decision,” to reject Fusion's full membership application was tainted by directors’ conflicts of interest and thereby contravenes section 56 of the *Societies Act*.

[6] Fusion further alleges that the society has, in the years up to and including the date of the decision, acted oppressively within the meaning of section 102 of the *Societies Act*.

[7] Fusion asked the Court to exercise the broad powers conferred by sections 102, 104, and 105 of the *Societies Act* to correct any omission, defect, error or irregularity, or oppressive conduct by making the following orders:

- a) The decision be set aside and Fusion granted full membership of RSA.

- b) RSA shall within 14 days update its register of members to include Fusion.
- c) RSA will ensure that its directors comply in the future with their obligations under section 56 of the *Societies Act* to avoid conflicts of interest.
- d) RSA will refrain from applying and/or enforcing conditions on Fusion's membership that are not properly disclosed or properly enacted.

[8] In response, RSA argues that any procedural irregularities in the decision-making process do not justify the Court exercising broad remedial powers because the decision not to permit Fusion's application for membership was correct: Fusion failed to comply with the policies governing the signing up or registration of players by signing up "whole teams," thereby breaching the agreement they entered into with RSA when they obtained associate member status.

[9] The respondents further submit that this petition is an abuse of the court's process because it is simply an attempt to relitigate issues addressed by a private arbitration, arguably required by BC Soccer Association, and that arbitration decision, having been unsuccessfully appealed, should be the last word on these issues.

### **Background**

[10] Both Fusion and RSA are societies registered in BC. RSA is also a member of the BC Soccer Association. Fusion was formed in January 2021 as a result of an amalgamation of Vancouver FC Soccer Association and Fusion Soccer. It has over 700 youth players and holds a national youth club licence issued by Canada Soccer, which apparently is only awarded to a select number of organizations.

[11] As a result of Fusion potentially losing its membership status in the district soccer association, this youth club licence is set to expire on June 24, 2025. RSA is the youth district soccer association that governs youth soccer in Richmond. In order to run programming and participate in soccer leagues in Richmond sanctioned by BC Soccer, Fusion is required to be a member of RSA.

[12] There are two other full active members of RSA:

- a) Richmond United Football Club, RUFC, itself an amalgamation of Richmond United Soccer Club and Richmond Youth Soccer Association. Mr. Barry Wosk is a director and the president of RUFC. He's also a director of RSA. Mr. Chris Parry is the current RSA board chair, was previously a director of RSA and was until April 2025, I understand, a director of RUFC.
- b) TSS Football Club is a for-profit private soccer company specializing in player development which also holds a national youth club licence issued by Canada Soccer. Brendan Quarry is a co-owner and director of TSS. He is also a director of RSA.

[13] According to information made available to counsel for Fusion by another director of RSA, Sukh Manhas, no director of RSA has ever declared a conflict of interest for the reasons set out, and in the manner required, by section 56 of the *Societies Act*.

[14] I stop here to note the structural governance problems facing RSA. Three out of five directors of RSA are directors of the only two active members of the RSA. It is self-evident that an application by another soccer organization to become a full member risks compromising the business interests of TSS or the club interests of RUFC by potentially recruiting players away. The conflict of interest aspect of this aside, it is also a challenging issue to be managed by any district organization when a new club seeks membership.

[15] I take note of the minimum requirements of BC Soccer a district association must apply when considering a new club membership application. These rules or policies are directed at helping reconcile a number of competing realities: the rights of new clubs, the rights of players to play with the team they want, the need to grow the game, the need to protect existing clubs, limited field allocations, and limited numbers of referees.

[16] It is quite obvious to me that the application of these minimum requirements would require the district organization and a prospective new club to work together collaboratively to, as best as possible, ensure all interests are protected as much as they can be. Common sense dictates that it would be hard for any new club to apply the principles governing new club admittance to a district organization on its

own without guidance from the district organization. It is also self-evident that this assessment must be done in a manner that is free from self-interests or conflict.

[17] The goal of these standards is the allocation of players to clubs and teams in a way which preserves existing clubs, permits of new clubs, and grows soccer within the district.

### **Attempts to Become a Member**

[18] Fusion has been attempting to become a full member of RSA since August 2022. I understand that initial attempts to learn RSA's membership application process from Mr. Wosk, RSA's board chair, were not particularly fruitful and so Fusion utilized RSA's membership form from the previous year. On January 10, 2023, Fusion's application was denied. Fusion appealed this decision through BC Soccer's complaints process conducted by a private dispute resolution service called Independent Third Party Inc. or ITP.

[19] On April 21, 2023, the BC Soccer Appeal Panel allowed Fusion's appeal and ordered, in summary, that RSA must within 60 days "develop and implement a fair and unbiased formal evaluation process for membership which follows BC Soccer policies and uses BC Soccer membership application review score card."

[20] In August 2023, Fusion submitted a new application. However, concerns about the fairness of the process continued and on August 30, 2023, ITP issued another ruling requiring RSA to refer Fusion's membership application to BC Soccer for review and decision. RSA was found to have not complied with this ruling as well and ITP referred RSA's non-compliance to BC Soccer for potential further sanction.

[21] It is quite apparent from a review of correspondence between RSA and Fusion that there was not a productive working relationship between the two societies. Mr. Wosk, in correspondence dated September 2, 2023, appears to take significant umbrage at "accusations" by Fusion, ITP, and BC Soccer of bias when, as I set out earlier, the dual roles of three of five directors makes conflict self-evident.

[22] Significantly, on September 5, 2023, BC Soccer wrote to RSA as follows:

Based on RSA's non-compliance to the appeal panel decision of April the 21st, 2023, and the scoring of Fusion FC's club application, the BC Soccer board of directors directs the Richmond Soccer Association, the district, to accept Fusion FC as a full active member club of the district by September the 15th, 2023.

[23] I understand there was no immediate compliance with this direction, but rather, after a series of negotiations, RSA and Fusion agreed to Fusion becoming an associate member of RSA for one year. Fusion is of the view that acceptance of associate membership status was a pragmatic decision given that Fusion had already signed up players and made commitments in respect of programs, league participation, and field allocations.

[24] Importantly, in respect of this petition, RSA represented to Fusion that promotion from associate membership status to active member would depend on Fusion's "adherence with RSA and BC Soccer's bylaws and policies."

[25] Fusion accepted the offer of associate member status, and on December 1, 2023, Mr. Wosk wrote to confirm that RSA would be working with Fusion to "confirm you are in compliance with all RSA and BC Soccer bylaws and policies in an effort to promote your organization to active membership on or before November the 30th, 2024."

[26] There followed in early 2024 a series of conflicts between RUFC and Fusion about player recruitments by Fusion. Essentially, as I understand it, RUFC complained that Fusion was poaching players from RUFC's teams. I understand poaching is prohibited by BC Soccer rules. It is an offence to "coerce, encourage, induce or compel registered soccer players to sign up with another club during their playing season."

[27] RSA advised Fusion that RUFC's complaint was to be investigated by an independent panel. Colin Hardwick, chair of Kootenay Rockies Youth Soccer Association, was asked by the other panel members to lead the investigation. He advised Fusion that he "unequivocally can state that the three-person panel have zero relationships with any of the parties involved." This turned out to be incorrect, as one member of the panel was a long-tenured coach with RUFC.

[28] On October 6, 2024, the three-member panel arrived at its decision, concluding that "it appears poaching did occur and Fusion FC may have breached

its RSA agreement by accepting entire teams without RUFC's approval."

[29] Fusion appealed this decision to ITP, and on November 25, 2024, the adjudicator concluded that there was no evidence of poaching by Fusion. Furthermore, the adjudicator concluded that the three-member panel should not have considered whether Fusion breached any agreement with RSA.

[30] A few days prior to this decision, the board of RSA met on November 21, 2024, for approximately two hours to consider Fusion's request to be granted active membership status. Representatives of Fusion were present. RSA directors present included Chris Parry, director of RUFC; Brendan Quarry, co-owner and director of TSS; and Barry Wosk, also president of RUFC. Two other directors were present. No directors declared any conflict of interest or duty as required by section 56 of the *Societies Act*.

[31] I note that the respondent does not strenuously argue against the fact that the three named directors were required to disclose the fact that they had "direct or indirect material interests in a matter subject to consideration by the directors that could result in the creation of a duty or interest that materially conflicts with the director's duty or interest as a director of RSA."

[32] This meeting was recorded. I have reviewed the transcript. One thing is abundantly clear: Representatives from Fusion and board members from RSA do not get along. Whether this is because of the conflicting duties of some of RSA's directors, personality differences or genuine beliefs on the part of the two organizations that they have been aggrieved is not particularly clear. It could, of course, be a combination of all three.

[33] It is also clear that the three directors from the two-member organizations of RSA, Mr. Wosk, Mr. Quarry, and Mr. Parry, were present and participated in the meeting.

[34] On November 28, 2024, the five directors of RSA met to discuss the information provided by Fusion to the RSA meeting on November 21, 2024. As set out in the minutes, the decision was made to deny Fusion active membership in the RSA on the basis that Fusion had contravened BC Soccer and RSA policy by registering players to its teams where 50 percent or more of those players had been registered to an RUFC team.

[35] It is notable that the factual basis of the denial of membership arises from allegations about the movement of players from RUFC. Two of the decision-makers were active directors of RUFC. One of those two directors, Mr. Parry, abstained from the vote. Notably, because, I infer, of concerns about the effect of its decision to deny full active membership and the impending expiration of associate membership on the ongoing season, the directors, again with Mr. Parry abstaining, voted to extend Fusion's associate membership status for the remainder of the 2024/2025 full winter season. That said, the parties to this petition do not agree whether Fusion remains an associate member at this time or not.

[36] Furthermore, in what I infer is a rather obvious attempt to thwart Fusion's further application for membership, the board passed a resolution on March 14, 2025, requiring a proposed applicant for membership to wait two years after an application has been rejected before reapplying.

[37] On December 12, 2024, Fusion submitted an appeal to BC Soccer under their discipline complaint and appeals policy. It is noteworthy that BC Soccer Association bylaw 15.3 prohibits any person or organization taking a dispute to ordinary courts of law without first exhausting all available remedies as provided for by independent and duly constituted arbitration tribunals.

[38] The appeal was adjudicated by Alex Battick on behalf of ITP Sport on February 11, 2025. From the various submissions made by Fusion and RSA, I am able to deduce the following:

1. On March 6, 2024, Fusion's technical director wrote to RUFC's technical director to advise that since spring online soccer registration opened up, 155 kids between U9 and U16 who formerly played on an RUFC team had registered with Fusion. The RSA, in its reasons for dismissing Fusion's application, concluded that Fusion had not relayed this information to RSA. This seems surprising considering that RUFC is a member of RSA and, as previously said, two members of the RUFC board of directors are directors of RSA. The irresistible conclusion is that RSA knew, even if only indirectly. In fact, Mr. Wosk confirmed in the November 21, 2024, meeting that RSA had this information in the spring of 2024.

2. Fusion believes that RSA did not work collaboratively with Fusion to address what to do with these RUFC players.
3. The application form for membership in the RSA requires applicants to agree to a number of what I will describe as policies, including:
  - a. agreeing to players and their families having the right to choose where to play, and
  - b. agreeing not to accept entire teams moving from any other club member, the 50 percent rule.

[39] It is self-evident that these two policies could be irreconcilable. What is Fusion to do if 100 percent of players from another team want to move? Fusion is both required to respect their players' rights to choose where they want to play and at the same time not to accept more than 50 percent of them.

[40] It is precisely because these policies cannot be reconciled that RSA must work collaboratively with a prospective new member to assist them, in good faith, to meet their obligations. It is difficult to see how RSA could do this if two members of its board who are directors of RUFC have an interest in losing none of its players to Fusion. It is in this way that the allegations of conflict merge with the substantive issues of compliance with RSA and BC Soccer Association bylaws and policies about perspective new teams accepting players from other clubs.

[41] The RSA responded by asserting that Fusion was aware of its commitments in respect of registration of players and knowingly breached these agreements. In essence, RSA is saying quite simply that Fusion has demonstrated a pattern of disregard of the well-known and accepted rules, policies, and guidelines concerning the registration of players. RSA may well be correct. However, the fundamental difficulty is that the evaluation of compliance, whether the criteria are subjective or objective or both, is being done by a board of directors who simply cannot conduct that evaluation objectively without abiding conflicts of interest. Put simply, the current member organizations, whose directors were a majority of the directors of RSA, had no interest in another club taking any of their players, even if well below the whole team rule of 50 percent.

[42] The lack of cooperation by RSA with Fusion is evident from their submissions to the ITP, wherein they state the RSA had no obligation to warn Fusion of breaches in advance. Leaving aside whether or not that is legally sound, it is certainly evident that there was not a constructive working relationship between RSA and Fusion, and it is also contrary to what Mr. Wosk advised Fusion when associate membership status was granted. That, I believe, is the letter of December 2024.

### **Analysis**

[43] I will begin by considering the respondent, RSA's, submission that Fusion's petition is an abuse of process given the adjudicative involvement of ITP or otherwise a collateral attack or precluded by principles of issue estoppel.

[44] I start with the more straightforward questions, factually more straightforward that is, whether this petition is a collateral attack on the final ITP private dispute resolution decision mandated by BC Soccer.

[45] Although the ITP decision addressed issues of bias, it manifestly did not consider whether or not RSA was in compliance with section 56 of the *Societies Act*. It is readily obvious that the requirements of disclosure of potential conflicts and the exercise of decision-making free of actual or apparent conflicts required by section 56 of the *Societies Act* were not considered.

[46] I am also concerned that the arbitrator, in considering Fusion's submission, applied an evidentiary and persuasive burden that is not legally correct. The arbitrator's decision states, "without clear evidence that a failure to disclose [potential conflicts] materially impacted the decision-making process, [the claim] that the decision was tainted by bias remains speculative."

[47] With respect, this is an impossible standard to meet and not consistent with the imperative that procedural fairness in almost every adjudicative context at a minimum requires the avoidance of the perception of bias. The adjudicator has conflated proof of actual bias, notoriously difficult to prove, with perceptions of bias.

[48] I am satisfied that this petition is not precluded by issue of estoppel and nor is it a collateral attack.

[49] It is recognized that abuse of process is a doctrine intended to provide courts with the powers to preclude endless re-litigation of issues in a manner that violates principles such as judicial economy, consistency, finality, and the overall integrity of the administration of justice.

[50] The parties do not agree on the foundational question of whether the abuse of process doctrine applies to a private arbitration mandated by the sports governing body to preclude this Court from reviewing the question of whether the respondent RSA complied with the mandatory requirements of the *Societies Act*.

[51] Leaving aside this interesting legal question, it cannot be persuasively argued that this petition, grounded in the remedial jurisdiction set out in the *Societies Act*, is displaced by a private arbitration that not only does not have those specific broad remedial powers, but also did not address what section 56 of the *Societies Act* requires of its directors, who are, in this case, also its decision-makers. I find support for this conclusion in *Hui v. The Owners, Strata Plan BCS3702*, 2024 BCCA 262, at para. 38 where Justice Harris wrote:

In my view, it is not unusual to have alternative fora, capable of providing substantially the same relief, but drawing on different sources of jurisdiction, and applying different criteria to the adjudication of the dispute falling within that jurisdiction ...

[52] Although these brief reasons do not reflect the able submissions of counsel for both parties, I am satisfied the doctrine of abuse of process does not preclude consideration of this petition on its merits.

[53] With respect, I think the more difficult question in this case that arises from the prior findings of the ITP adjudicator is what this Court should do when there have been procedural irregularities but, as the respondent forcefully argues, the applicants were not in substantial compliance with their responsibilities as an applicant for membership in the RSA.

[54] The respondent's pitch is essentially this: procedurally irregular, substantially correct. I have significant sympathy with the respondent's position. Unquestionably, from my review of the material, Fusion's conduct has disrupted soccer in Richmond to the extent that it has disrupted the functioning of RUFC. The difficulty I have, however, as stated earlier in these reasons, is that it is hard to

separate quite clearly, as the respondents posit, the procedural from the substantive.

### **Procedural Irregularities**

[55] Section 56 of the *Societies Act* says:

- (1) Subject to subsection (5), this section applies to a director of a society who has a direct or indirect material interest, that is known by the director or reasonably ought to have been known, in
  - (a) a contract or transaction, or a proposed contract or transaction, of the society, or
  - (b) a matter that is or is to be the subject of consideration by the directors, if that interest could result in the creation of a duty or interest that materially conflicts with that director's duty or interest as a director of the society.
- (2) A director to whom this section applies must
  - (a) disclose fully and promptly to the other directors the nature and extent of the director's interest,
  - (b) abstain from voting on a directors' resolution or consenting to a consent resolution of directors in respect of the contract, transaction or matter referred to in subsection (1),
  - (c) leave the directors' meeting, if any,
    - (i) subject to subsection (4.1), when the contract, transaction or matter is discussed, and
    - (ii) when the other directors vote on the contract, transaction or matter, and
  - (d) refrain from any action intended to influence the discussion or vote.
- (3) A disclosure under subsection (2) (a) must be evidenced in at least one of the following records:
  - (a) the minutes of a meeting of directors;
  - (b) a consent resolution of directors;
  - (c) a record addressed to the directors that is delivered to the delivery address, or mailed by registered mail to the mailing address, of the registered office of the society.
- (4) If all of the directors of a society have disclosed under subsection (2) (a) a direct or indirect material interest, described in subsection (1), in a contract, transaction or matter,
  - (a) any or all of the directors may, despite subsection (2) (b), vote on a directors' resolution or consent to a consent resolution of directors in respect of the contract, transaction or matter, and
  - (b) subsection (2) (c) and (d) does not apply.

(4.1) A director to whom this section applies may remain in a directors' meeting for the purpose of providing information if asked to do so by one other director or, if provided for in the bylaws, a greater number of directors.

(5) This section does not apply to a director of a society in respect of a contract, transaction or matter that relates to any of the following:

(a) payment to the director by the society of remuneration for being a director or reimbursement to the director by the society of the director's expenses as described in section 46 [*remuneration and reimbursement of directors*];

(b) indemnification of or payment to the director under section 64 (1), (2) or (4) [*indemnification and payment of expenses*];

(c) the purchase or maintenance of insurance, referred to in section 66 [*insurance*], for the benefit of the director.

[56] There is no question that the directors of RSA did not comply with their obligations under section 56. For example, three directors had a direct or indirect material interest in a matter under consideration by the directors in the sense that, as section 56(1)(b) states, there was a conflict between duties to members and duties to the RSA. The directors did not disclose those conflicting interests in the manner and form required in section 56.

[57] If an omission, defect, error, or irregularity in the conduct of the activities or internal affairs of the society is a contravention of the *Act*, for example, section 56, a court is imbued with broad remedial powers set out in section 105 of the *Act*.

[58] It is generally accepted that the courts have adopted a cautious approach or healthy reluctance in applying the irregularity provisions of the *Act*. See: *Dalpadado v. North Bend Land Society*, 2018 BCSC 835, at para. 108.

[59] Courts should only intervene in the affairs of a society when the omission, defect, error, or irregularity falls squarely within the language and purpose of the *Societies Act*. See: *Basra v. Shri Guru Ravidass Sabha (Vancouver)*, 2017 BCSC 1696, at para. 67.

[60] What I conclude from this brief overview of the principles that should govern consideration of section 105 of the *Societies Act* is that the remedy granted, if any, should not be disproportionate to the nature of the omission, defect, error, or irregularity in the conduct of the activities or internal affairs of the society. A defect that goes purely to form over substance might result in no remedy, whereas an

irregularity that substantively and substantially impacts the internal affairs of the society would likely require a more consequential order.

[61] The issue, as I see it, is this: is the breach of section 56 purely technical such that the result of the November 21, 2024 meeting was otherwise unimpeachable, or are the failures to comply with section 56, omissions, defects, errors, or irregularities that had substantial consequences?

[62] The respondents submit there was no evidence of bias and the applicant's position is speculative. This, I find, overstates the factual context.

[63] In October 2024, a panel review established by RSA to investigate a complaint by RUFC that Fusion was poaching players during the season concluded that the complaint had merit. Fusion appealed this decision under BC Soccer's appeals policy, and the appeal was conducted by ITP. The adjudicator, in allowing the appeal and dismissing the allegations of poaching, noted that Chris Parry and Barry Wosk, who held leadership positions at RUFC and RSA, communicated with the discipline panel and that this was wholly inappropriate.

[64] During a meeting to consider Fusion's application for full membership, held November 21, 2024, Chris Parry and Barry Wosk, directors of RUFC, the society most impacted by players moving to Fusion, were actively involved in questioning and adjudicating on Fusion's application for membership in the RSA.

[65] Mr. Wosk explicitly stated that the five people on the board of RSA will be asking the questions, establishing the process, and making the decision. In addition, Mr. Wosk explicitly told Fusion during the meeting that Fusion "must have understood their admission to the district was confrontational or challenged." Further, Mr. Wosk admitted that he had already concluded that Fusion was not a good partner and a good citizen and that he was giving Fusion a chance to change his mind.

[66] Mr. Quarry acknowledged that he is "being somewhat impartial during this whole process and so forth".

[67] Respectfully, reviewing what transpired during the November 21 meeting, which was intended to be the opportunity for Fusion to have RSA consider their application for full membership, there was at least some evidence of actual bias.

[68] Furthermore, when considering the test for an apprehension of bias as set out in the leading case, *Committee for Justice and Liberty et al. v. National Energy Board et al.*, [1978] 1 S.C.R. 369, I conclude that a reasonable, right-minded person applying themselves to the question would undoubtedly conclude that one or more of the directors were not impartial.

[69] I therefore conclude that the breaches of section 56 are of a nature that requires this Court to craft a remedy that corrects, negatives or causes to be modified the consequences of the omission, defect, or irregularity.

[70] Given this conclusion, I deem it unnecessary and perhaps counterproductive to consider Fusion's alternative application for a finding that RSA has acted oppressively.

### **Remedy**

[71] I have concluded that the appropriate remedy is to order that Fusion be admitted as an associate member of RSA for the entirety of the 2025/2026 soccer season. I find this is appropriate because their application for full membership was not properly considered by the directors of RSA, free from actual or apprehended bias, in addition to breaches of section 56.

[72] I further conclude, given that associate membership was previously granted by RSA in 2023 in response to BC Soccer ordering that full membership be granted to Fusion, and that in November 2024, when RSA denied Fusion's application for full membership, they extended Fusion's associate membership status beyond the one-year for the remainder of the 2024/2025 season, presumably to ensure as little disruption as possible for the players, this remedy is proportionate to the significance of the omissions, defects, errors, or irregularities.

[73] I further conclude that it is necessary for the Court to make ancillary orders to guide consideration of Fusion's application for full membership at the end of the 2025/2026 season.

[74] Given the structure of the RSA board, Fusion's application for full membership must be considered by an external agency or organization that can assess the merits of Fusion's application and compliance with the bylaws or policies of RSA and BC Soccer free from actual or apparent conflicts.

[75] As I have discussed in these reasons, balancing the competing rights of players to play where they want and the rights or interests of existing clubs to remain viable, in other words, the whole team rule, is a challenging process. It must be undertaken by those who are free from self-interest. As I have said during the hearing, I welcome input from counsel for RSA and Fusion about the terms of ancillary orders that would assist the parties going forward. Counsel are permitted to contact the registry to arrange a time for additional submissions on any ancillary orders.

[76] I am also mindful of the bylaw that was passed preventing an unsuccessful applicant for membership from reapplying within two years. Consistent with these reasons, that bylaw cannot be relied upon to prohibit Fusion from having its application for full membership properly considered.

### **Costs**

[77] The traditional rule is that the successful party is entitled to their costs. However, I have concluded that ultimately success has been divided. Fusion asked for full membership to be ordered, and RSA submitted that the petition should be dismissed. The remedy I have granted is halfway between their respective positions. It is an attempt to maintain the status quo to permit the merits or otherwise of Fusion's application for full membership to be considered by those best placed to make that decision, those with knowledge and expertise in youth soccer in Richmond and BC. Each party shall therefore bear their own costs.

“Fowler J.”