



## **HOA ADR MEDIATION AND ARBITRATION RULES AND PROCEDURES**

**Last Updated: May 21, 2026**

**Rules for the resolution of homeowners' association disputes through Mediation and Arbitration with HOA ADR.**

### **SECTION 1: GENERAL PROVISIONS**

#### **Rule 1.1: Purpose and Scope**

These Mediation and Arbitration Rules and Procedures ("Rules") govern the resolution of disputes between homeowners' associations or condominium associations ("Association") and property owners ("Owner") in Georgia through HOA ADR's alternative dispute resolution services. These Rules are designed to provide a fair, expeditious, and cost-effective forum for resolving such disputes in accordance with the Georgia Arbitration Code (O.C.G.A. § 9-9-1, *et seq.*), the Georgia Property Owners' Association Act (O.C.G.A. § 44-3-220, *et seq.*), and the Georgia Condominium Act (O.C.G.A. § 44-3-70, *et seq.*).

#### **Rule 1.2: Definitions**

a) "Arbitrator" means the neutral third party appointed by HOA ADR to resolve the dispute through binding arbitration.

b) "Mediator" means the neutral third party appointed by HOA ADR who facilitates negotiations between the Parties to help them reach a voluntary settlement.

c) "Neutral" refers to either an Arbitrator or Mediator, depending on the context.

d) "Assessment" means any common expense assessment, special assessment, specific assessment, fine, interest, or other charge levied against an Owner by an Association pursuant to its governing documents or Georgia law.

e) "Principal Annual Assessment(s)" means the regular periodic assessments due under the Governing Documents for the assessment year(s) in dispute, exclusive of late fees, fines, attorney's fees, interest, costs of collection, special assessments, reimbursement assessments, and any other charges. If multiple assessment years are in dispute, the amounts are aggregated.

f) "Association" means any homeowners association, property owners association, or condominium association operating at a community as its governing body and authorized to act on behalf of its membership.

g) "Governing Documents" means the declaration, bylaws, articles of incorporation, rules and regulations, or other documents governing an Association.

h) "Owner" means any record owner of a lot or unit subject to an Association.

i) "Party" or "Parties" means the Association and Owner(s) involved in the dispute.

j) "Virtual Proceedings" means proceedings conducted via video conferencing technology.

### **Rule 1.3: Applicability**

These Rules apply when:

- a) A mediation or arbitration clause in the Association's Governing Documents requires or permits alternative dispute resolution of assessment disputes; or
- b) The Parties have agreed in writing to mediate or arbitrate an assessment dispute under these Rules; or
- c) A court has ordered the Parties to mediate or arbitrate under these Rules.

#### **Rule 1.4: Administrator**

HOA ADR shall serve as the administrator of these Rules and shall maintain a roster of qualified Mediators and Arbitrators.

#### **Rule 1.5: Computation of Time**

Unless otherwise specified, "days" means calendar days. If a deadline falls on a weekend or Georgia state holiday, the deadline shall be extended to the next business day.

### **SECTION 2: INITIATION OF PROCEEDINGS**

#### **Rule 2.1: Request for Mediation**

- a) A Party initiates mediation by filing a written Request for Mediation with HOA ADR.
- b) The Request shall include:
  - 1. Names, addresses, telephone numbers, and email addresses of all Parties and their representatives, if any.
  - 2. A copy of any mediation and/or arbitration provision from the Governing Documents or an agreement to mediate signed by the parties involved.
  - 3. A statement of the amount in dispute.
  - 4. A brief statement of the issues to be mediated.

5. The administrative fee of \$125 per side.
6. A certificate of service that the non-filing party has been served with the Request for Mediation from the filing Party, in accordance with the notice provisions of the applicable community's Governing Documents.

### **Rule 2.2: Response to Mediation Request**

- a) Within 10 days after service of the Request, the other Party shall file a Response with HOA ADR.
- b) The Response shall indicate whether the Party agrees to participate in mediation.
- c) If the other Party declines to participate in mediation, HOA ADR shall so notify the initiating Party.

### **Rule 2.3: Demand for Arbitration**

- a) A Party initiates arbitration by filing a written Demand for Arbitration with HOA-ADR, and by paying the applicable administrative fee as specified in Rule 8.2.
- b) The Demand shall include:
  1. Names, addresses, telephone numbers, and email addresses of all Parties and their representatives, if any.
  2. A copy of the arbitration provision from the Governing Documents or the agreement to arbitrate, signed by the parties.
  3. A statement of the amount in dispute.
  4. A brief statement of the claim and the relief sought.
  5. Whether the Party requests virtual or in-person arbitration, all arbitrations shall be virtual unless specified in writing by the parties and agreed to by HOA ADR.

6. The administrative fee of \$200 per side.
7. A certificate of service that the non-filing party has been served with the Demand for Arbitration from the filing Party, in accordance with the notice provisions of the applicable community's Governing Documents.

#### **Rule 2.4: Response to Arbitration Demand**

a) Within 10 days after service of the Demand, the respondent shall file a Response with HOA ADR.

b) The Response shall include:

1. A statement admitting or denying the claims;
2. A brief statement of any counterclaims and the relief sought;
3. Any objections to the arbitrability of the dispute;
4. A statement indicating whether the respondent agrees with the initiating Party's choice of virtual or in-person arbitration.

#### **Rule 2.5: Notice Requirements**

a) Before filing a Request for Mediation or Demand for Arbitration regarding unpaid assessments, an Association must have provided all notices required by:

1. The Association's Governing Documents;
2. The Georgia Property Owners' Association Act or Georgia Condominium Act, as applicable;
3. Any other applicable law.

b) Evidence of compliance with these notice requirements must be included with the Request or Demand.

## **SECTION 3: NEUTRAL SELECTION AND APPOINTMENT**

### **Rule 3.1: Neutral Qualifications**

Mediators and Arbitrators shall have:

- a) A minimum of five years of experience in real estate law, property management, or HOA/condominium governance;
- b) Completed HOA ADR's training program on assessment disputes and Georgia HOA/POA/Condominium law;
- c) No conflicts of interest with either Party;
- d) Training and experience in conducting virtual proceedings.

### **Rule 3.2: Mediator Selection Process**

- a) HOA ADR shall provide the Parties with a qualified Mediator within 5 days after receipt of the Response to the Request for Mediation.

### **Rule 3.3: Arbitrator Selection Process**

- a) HOA ADR shall provide a qualified Arbitrator within 5 days after receipt of the Response to the Demand for Arbitration.

### **Rule 3.4: Disclosure and Challenge**

- a) Before accepting appointment, the Neutral shall disclose any circumstances that might create doubt regarding impartiality or independence.
- b) A Party may challenge the Neutral's appointment within 5 days of disclosure of such circumstances.
- c) HOA ADR shall rule on any challenge and, if sustained, shall appoint a replacement Neutral.

### **Rule 3.5: Replacement**

If a Neutral becomes unwilling or unable to serve, HOA ADR shall appoint a replacement Neutral according to the original selection process.

## **SECTION 4: MEDIATION PROCEDURES**

### **Rule 4.1: Scheduling of Mediation**

- a) Within 7 days of appointment, the Mediator shall contact the Parties to schedule the mediation session.
- b) All mediations shall be conducted virtually via video conference unless otherwise agreed by the Parties and approved by HOA ADR.
- c) The mediation session shall be scheduled to occur within 30 days of the Mediator's appointment.

### **Rule 4.2: Pre-Mediation Submissions**

- a) At least 7 days before the mediation session, each Party shall submit to the Mediator and the other Party:
  - 1. A mediation statement summarizing the dispute and the Party's position;
  - 2. Copies of key documents relevant to the dispute;
  - 3. For assessment disputes, the Association shall provide a current account statement and relevant provisions of the Governing Documents;
  - 4. The Owner shall provide records of payments made and any correspondence regarding the disputed assessments.

### **Rule 4.3: Mediation Session**

- a) All mediation sessions shall have a 4-hour minimum duration.
- b) The Mediator shall establish procedures for the orderly and efficient conduct of the mediation.

c) The Mediator may caucus privately with each Party.

d) All communications during the mediation are confidential and shall not be disclosed in any subsequent proceeding, unless required by law.

#### **Rule 4.4: Settlement**

a) If the Parties reach a settlement, the terms shall be reduced to writing and signed by the Parties before concluding the mediation session.

b) The Mediator shall assist in drafting the settlement agreement if requested by the Parties.

#### **Rule 4.5: Termination of Mediation**

a) The mediation shall be terminated by:

1. The execution of a settlement agreement by the Parties.
2. A written declaration of the Mediator that further efforts at mediation are no longer worthwhile.
3. A written declaration of a Party that the mediation is terminated.
4. The expiration of the 4-hour minimum session time, unless extended by agreement of the Parties.

### **SECTION 5: ARBITRATION PROCEDURES**

#### **Rule 5.1: Preliminary Conference**

a) Within 10 days of appointment, the Arbitrator shall conduct a preliminary conference with the Parties via video conference.

b) The preliminary conference shall address:

1. Procedural matters and scheduling.

2. Clarification of issues.
3. Document exchange and evidence gathering.
4. Possibility of a document-only arbitration.
5. Whether the arbitration will be conducted virtually or in-person, default is virtual unless agreed to by the parties and HOA ADR.
6. Any other relevant matters.

### **Rule 5.2: Exchange of Information**

a) Within 10 days after the preliminary conference, the Parties shall exchange:

1. All documents they intend to rely upon;
2. A list of witnesses they intend to call, if any.

b) For assessment disputes, the Association shall provide:

3. A certified statement of account.
4. Payment history for the preceding 36 months.
5. Relevant provisions of the Governing Documents.
6. Minutes of board meetings where the assessments or collection policies were adopted, or specific and/or special assessments were levied.
7. Notices sent to the Owner regarding the disputed assessments.

c) The Owner shall provide:

1. Records of payments made.
2. Any correspondence regarding the disputed assessments.
3. Documentation supporting any defenses to payment.

- d) No additional documents may be submitted without the Arbitrator's permission.
- e) For Document-Only Arbitration, the Parties written brief shall include the above requested information and documents, which shall constitute the Parties' final submission.

### **Rule 5.3: Discovery Limitations**

- a) There shall be no depositions, interrogatories, or requests for admission.
- b) The Arbitrator may, upon showing good cause, permit limited additional document requests directly relevant to the dispute. The Arbitrator may order reasonable, proportional discovery and may issue subpoenas or orders for the production of documents and testimony as permitted by applicable law. Protective orders may be entered to safeguard confidential information.

### **Rule 5.4: Hearing Format Options**

- a) Document-Only Arbitration: For disputes involving Principal Annual Assessment(s) in dispute totaling \$7,500 or less, the arbitration shall be conducted on documents only, unless the Arbitrator determines, for good cause shown by a Party, a hearing is necessary. In the event the Arbitrator determines good cause exists to convert from a Document-Only Arbitration to a hearing, the Parties agree and consent to the change of format and to pay any additional fees owed to HOA ADR resulting from the changed format, in advance of the hearing.
- b) Virtual Hearing: For disputes involving \$7,501 or more, and unless otherwise agreed to by the Parties, all arbitration hearings shall be conducted virtually via video conference, unless a documents only arbitration is agreed to by the parties.
- c) In-Person Hearing: If the Parties agree and the Arbitrator approves, the hearing may be conducted in person either at HOA ADR's offices or at another location agreed to by the parties.

### **Rule 5.5: Hearing Procedures**

- a) Hearings shall be scheduled to conclude within 30 days of the Arbitrator's appointment.
- b) All arbitration hearings shall have a 4-hour minimum duration.
- c) Each Party shall have equal opportunity to present evidence and argument.
- d) The Arbitrator shall determine the admissibility, relevance, and weight of evidence.
- e) Formal rules of evidence shall not apply, but the Arbitrator shall observe the principles of legal privilege.
- f) Hearings shall be confidential.

### **Rule 5.6: Virtual Hearing Requirements**

- a) The Parties shall test their technology at least 24 hours before the hearing.
- b) Each participant shall appear on camera in professional attire and setting.
- c) The Parties shall ensure they have a stable internet connection and appropriate equipment.
- d) Documents to be referenced during the hearing shall be pre-marked and accessible electronically.
- e) HOA ADR shall provide technical support for the video conferencing platform.

### **Rule 5.7: Representation**

Parties may be represented by counsel or another person of their choice. A Party intending to be represented shall notify the other Party and HOA ADR at least 5 days before any hearing.

### **Rule 5.8: Default**

If a Party fails to appear at a hearing without showing good cause, the Arbitrator may proceed with the hearing and render an award based on the evidence presented.

### **Rule 5.9: Delegation of Arbitrability**

The Arbitrator has the exclusive authority to resolve any dispute relating to the formation, validity, scope, applicability, or enforceability of the arbitration agreement, these Rules, or any claim of waiver, delay, or estoppel

## **SECTION 6: ARBITRATION AWARDS AND DECISIONS**

### **Rule 6.1: Timing of Award**

The Arbitrator shall render a written award within 15 days after the closing of the hearing or, in a document-only arbitration, within 10 days after receipt of all written submissions.

### **Rule 6.2: Form and Content of Award**

a) The award shall be in writing and signed by the Arbitrator.

b) The award shall include;

1. A concise statement of the claims and defenses;
2. Findings of fact related to the dispute;
3. Conclusions regarding the application of relevant provisions of the Governing Documents and Georgia law;
4. The disposition of all monetary claims, including principal amounts, interest, late fees, costs, and attorney's fees, if applicable;
5. Any other relief granted.

c) The Arbitrator shall provide reasons for the award unless the Parties agree otherwise.

### **Rule 6.3: Scope of Relief**

a) The Arbitrator may grant any remedy or relief that is within the scope of the Parties' agreement and is not prohibited by Georgia law.

b) In accordance with the Georgia Condominium Act and the Georgia Property Owners' Association Act, and other provision of Georgia law (including without limitation case law) the Arbitrator may:

1. Determine the validity of assessments;
2. Award unpaid assessments, late fees, interest, and costs as provided in the Governing Documents;
3. Award reasonable attorney fees if authorized by the Governing Documents;
4. Order a payment plan when appropriate, and reasonably requested by the Association;
5. Determine the validity of a lien for unpaid assessments.

c) The Arbitrator may not:

6. Order foreclosure of a lien, which remains subject to judicial process under Georgia law.
7. Grant relief that would conflict with the rights of mortgagees or other lienholders not party to the arbitration.
8. Invalidate properly enacted provisions of the Governing Documents.

### **Rule 6.4: Assessment of Fees and Costs**

a) The Arbitrator shall allocate the administrative fees and Arbitrator compensation between the Parties in accordance with the Governing Documents.

b) If the Governing Documents are silent on fee allocation, the Arbitrator shall allocate fees and costs based on the outcome of the arbitration and the Parties' conduct during the proceedings.

### **Rule 6.5: Settlement**

If the Parties settle their dispute during the proceedings, the Arbitrator shall, upon request, set forth the terms of the settlement in a consent award.

### **Rule 6.6: Correction of Award**

Within 10 days after receiving the award, a Party may request the Arbitrator to correct any clerical, typographical, or computational errors in the award. The Arbitrator shall make any corrections he or she deems appropriate within 10 days of receiving the request.

## **SECTION 7: POST-AWARD PROCEDURES**

### **Rule 7.1: Finality**

The award is final and binding on the Parties, subject only to the limited grounds for vacating an award under the Georgia Arbitration Code (O.C.G.A. § 9-9-13).

### **Rule 7.2: Confirmation of Award**

a) The award may be confirmed as a judgment by a court of competent jurisdiction in accordance with the Georgia Arbitration Code.

b) The Parties agree that either Party may file for judicial confirmation of the award immediately upon issuance of the award, without any waiting period.

c) By agreeing to arbitration under these Rules, the Parties expressly waive any contractual cooling-off period that might otherwise delay confirmation of the award.

d) Any Party challenging the award must do so in accordance with O.C.G.A. § 9-9-13.

e) HOA ADR shall, upon request, provide certified copies of the award for use in judicial proceedings.

### **Rule 7.3: Compliance Reporting**

a) The Association shall report to HOA ADR within 30 days of award confirmation regarding compliance with the award.

b) If payment terms are included in the award, the Association shall report when such terms have been satisfied.

## **SECTION 8: ADMINISTRATIVE PROVISIONS**

### **Rule 8.1: Communications**

a) Written communications may be sent by email, with delivery confirmation requested.

b) Each Party shall keep HOA ADR informed of current contact information.

### **Rule 8.2: Fee Schedule and Payment**

a) Mediation Fees:

1. Administrative Fee: \$125 per side.
2. Mediator Compensation: \$250 per hour per side (4-hour minimum for all mediations, \$1,000).

b) Virtual Arbitration Fees:

2. Administrative Fee: \$200 per side.
3. Arbitrator Compensation: \$300 per hour per side (4-hour minimum for all arbitrations, \$1,200 per side).

c) In-Person Arbitration Fees:

1. Administrative Fee: \$200 per side.
2. Arbitrator Compensation: \$350 per hour per side (4-hour minimum for all arbitrations, \$1,400 per side).
3. Travel Costs: If the Arbitrator travels to a location other than HOA ADR offices, reasonable travel expenses will be divided equally between the Parties.

d) Document-Only Arbitration Fees:

1. Administrative Fee: \$200 per side.
2. Arbitrator compensation: flat fee of \$1,000 per side.

e) Fee Payment Schedule:

1. The initiating party's Administrative Fee must be paid by the initiating party with their demand for mediation and/or arbitration to HOA ADR.
2. The non-initiating party's Administrative Fee must be paid by the non-initiating party with their response to the demand.
2. All parties shall pay the 4-hour minimum fee per side prior to conducting the preliminary conference with their appointed Neutral.
3. Should a Party fail to pay the minimum required fees, after reasonable notice of a demand to Mediate and/or Arbitrate, and if required to conduct mandatory arbitration, pursuant to the community's Governing Documents or a written agreement to arbitrate signed by the Parties, the non-defaulting Party shall pay the required minimum fees for the defaulting Party and any award in arbitration shall include the arbitration fees that should have been paid by the defaulting Party.

## **SECTION 9: EMERGENCY RELIEF**

### **Rule 9.1: Emergency Arbitrator**

- a) A Party seeking emergency relief prior to the appointment of an Arbitrator may request the appointment of an Emergency Arbitrator.
- b) The Emergency Arbitrator shall be appointed within 1 business day of the request.
- c) The Emergency Arbitrator shall establish a schedule for consideration of the request within 2 business days of appointment.
- d) Emergency proceedings shall be conducted virtually unless extraordinary circumstances require otherwise.

### **Rule 9.2: Emergency Relief Powers**

- a) The Emergency Arbitrator may order interim measures deemed necessary to preserve the status quo or prevent irreparable harm.
- b) Any order issued by the Emergency Arbitrator shall not prejudice the Parties' rights in the main arbitration proceeding.

### **Rule 9.3: Deposit Requirements**

The Emergency Arbitrator may require the disputed assessment amounts to be deposited in an escrow account pending the outcome of the main arbitration proceeding. Failure to comply with the Arbitrators request may result, in the sole discretion of the Arbitrator, in an adverse inference by the Arbitrator that the non-compliant party is not entitled to emergency relief. If such determination is made, the Arbitrator will provide written notice to the parties of his or her assessment of the nature of the claimed emergency and whether the Arbitration will proceed on an emergency basis or not. The Arbitrators decision shall bind the parties going forward.

### **Rule 9.4: Emergency Relief Fees**

- a) Administrative Fee: \$250 per side.
- b) Emergency Arbitrator Compensation: \$375 per hour per side (2-hour minimum, \$750 per side).

c) All emergency relief fees must be paid at the time of the request for emergency relief.

## **SECTION 10: EXPEDITED PROCEDURES**

### **Rule 10.1: Applicability**

For disputes involving \$15,000 or less, these expedited procedures shall apply unless the Parties agree otherwise, in a writing, provided to HOA ADR.

### **Rule 10.2: Shortened Timeframes**

- a) Response to Demand for Arbitration shall be due within 10 days.
- b) Appointment of Arbitrator shall occur within 5 days of Response.
- c) Preliminary conference shall occur within 5 days of appointment.
- d) Document exchange shall occur within 10 days of preliminary conference.
- e) Hearing shall be held within 30 days of Arbitrator appointment.
- f) Award shall be rendered within 10 days of hearing conclusion.

### **Rule 10.3: Streamlined Procedures**

- a) The hearing shall be conducted virtually unless exceptional circumstances require otherwise.
- b) The hearing shall not exceed 4 hours.
- c) Each Party shall be limited to one witness, unless, for good cause shown, the Arbitrator permits otherwise.

## **SECTION 11: AMENDMENTS AND EFFECTIVE DATE**

### **Rule 11.1: Amendments**

HOA ADR may amend these Rules from time to time. The Rules in effect at the time mediation or arbitration is initiated shall apply.

**Rule 11.2: Effective Date**

These Rules are effective as of May 21, 2026 and shall apply to all mediation and arbitration proceedings initiated on or after that date.