

# Small Claims Court Submissions Online Portal

## Terms of Use

By accessing and using the Small Claims Court Submissions Online Portal ("Portal"), you agree to be bound by the Terms of Use for Justice Services Online ("JSO") and the Terms of Use for the Portal, which are set out below. Please carefully review the JSO Terms of Use and the Portal Terms of Use because they affect your legal rights and obligations.

Each time you use the Portal you indicate your acknowledgment and acceptance of the Portal Terms of Use and the JSO Terms of Use, which may be revised periodically without prior notice. If you do not accept these terms and conditions, do not access or use the Portal.

## Purpose of the Portal

The purpose of the Portal is to facilitate requests to file and/or issue documents with the Small Claims Court, a branch of the Superior Court of Justice in Ontario, in a civil proceeding.

## Your use of the Portal

The Portal may only be used for the purpose of submitting documents to request filing and/or issuance with the Small Claims Court in a civil proceeding as permitted by the [Rules of the Small Claims Court](#). The Portal may also be used to submit brief explanatory information about the documents being submitted for potential filing and/or issuance. These explanations support the documents being submitted for filing and/or issuance, but will not be saved or form a part of the Small Claims Court record. **Any other use of the Portal is expressly prohibited. Persons found misusing this privilege will lose access to the Portal and may be subject to legal action, including prosecution.**

By submitting documents and information through the Portal, you are asking the Small Claims Court to accept documents for filing with the Small Claims Court in a civil proceeding, following the payment of any required Small Claims Court filing fee. The submission of documents through the Portal is restricted to those documents which are authorized to be filed through the Portal as set out in the [Rules of the Small Claims Court](#) and to submit explanatory information about the documents being potentially filed and/or issued. Any unauthorized documents submitted through the Portal will not be accepted for filing with the Small Claims Court.

By using the Portal, you acknowledge that you understand that:

- a. the documents that you submitted are not considered to be filed or issued unless you receive a confirmation through the portal or an email from the Clerk stating that the documents are filed and/or issued;

- b. if the documents are accepted for filing and/or issued by the Clerk, the documents are considered filed or issued on the date indicated in the email from the Clerk;
- c. the email from the Clerk will be received within three business days of your submission; and
- d. unless you are seeking automatic issuance and filing of a Plaintiff's Claim (Form 7A), you should not use the Portal if you need to file or issue your documents for a Small Claims Court hearing that is three business days or less away or you need to meet a timeline for a step in the proceeding established by legislation, court rules, court practice or a court order that is three business days or less away.

### **Your documents will be available to the public**

You accept that when **you submit documents through the Portal and the documents are accepted by the Small Claims Court for filing and/or issuance, the documents will be accessible to the public through the court file** to the extent permitted by section 137 of the *Courts of Justice Act* unless legislation or a court order restricts access.

### **Your responsibility for content**

By submitting documents and other information through the Portal for the purpose of requesting a filing and/or issuance of documents with the Small Claims Court or issuance of documents by the Small Claims Court, you accept responsibility for all content of the documents and the information provided.

You must determine which documents are required to be submitted to the Small Claims Court. You are responsible for ensuring that document(s) submitted are the correct document(s) and are authorized to be submitted pursuant to the [Rules of the Small Claims Court](#) or by a Practice Direction issued by the Court. If you submit an incorrect document, which is then accepted for filing and/or issuance, you will not receive a refund of any Small Claims Court fee that was paid.

You accept that once a document is filed with the Small Claims Court through the Portal it cannot be removed from the Small Claims Court record without the permission of a judge.

### **Your use of information**

The content on the Portal is not a substitute for legal advice. The information contained on the Portal is for informational purposes only. It is not intended to provide you with specific legal advice and should not be relied upon in that regard.

### **Your use of the Portal is voluntary**

The use of the Portal is not required to file documents with the Small Claims Court in a civil proceeding or to request issuance. As a result, your use of the Portal is **voluntary**. You may choose not to use the Portal or to stop using the Portal. If you decide not to use or to

stop using the Portal, or if your access to the Portal is suspended or discontinued for any reason, you may file a document with the Small Claims Court by attending at the courthouse in person, or by mailing or emailing your document to the Small Claims Court where permitted by the *Rules of the Small Claims Court*. Consult the list of [Court Addresses](#) for contact information.

## **Our provision of the Portal**

The Ministry of the Attorney General's provision of the Portal and any specific functions is entirely **voluntary**. The Ministry of the Attorney General may at any time change or terminate, temporarily or permanently, the Portal or any part or function thereof, without telling you beforehand. The Ministry of the Attorney General shall have no liability to you or any third party for changing, suspending or discontinuing the Portal or any part thereof. In the event of any termination, you are no longer authorized to access the Portal, or the part of the Portal affected by such termination. The restrictions imposed on you with respect to material downloaded from the Portal and the disclaimers and limitations of liabilities set forth in the JSO Terms of Use and the Portal Terms of Use shall survive any discontinuance or termination of the use of the Portal.

## **Links to other websites**

You may see links in the Portal to other websites. We have included these links because they may be of interest to you or are required to pay a document filing fee. Providing a link to websites that are controlled and maintained by other people or entities means that we cannot be sure that the link will still work when you click on it or that the service or content is useful, appropriate, virus-free or reliable. Therefore, you need to decide whether you want to follow any link or agree to receive or rely on any service or content that is made available to you.

Any information that you provide to or through a platform or other website that is not collected or controlled by the Ministry of the Attorney General is not bound by the Privacy Statement. You should review the privacy policies of any linked website or platform before providing any personal or other information.

## **Fee payment**

By submitting content to the Portal, you agree to pay all prescribed fees, such as required Small Claims Court document filing fees, whether you are incurring such fees on your own account or on behalf of a client. The Ministry of the Attorney General does not view, record, or keep your credit card or debit card information.

You are responsible for ensuring that you are submitting the proper documents to the Small Claims Court for filing and/or issuance. You will not be eligible for a refund of the Small Claims Court filing fee where you determine, after the submission of a document through the Portal, that:

- the document should not have been submitted through the Portal; or
- you no longer want to proceed with your case.

If you do not notify us in writing of errors or objections to any filing fees incurred through the use of the Portal within 60 business days of the transaction date, the account balance and any charges made against it shall be conclusively deemed to have been accepted as correct by you and no claim for credit, adjustment or set-off will be advanced.

## **Limitations and Indemnity**

The warranties, disclaimers, limitations of liability and indemnification clauses in the JSO Terms of Use apply to the use of the Portal. Please review these sections of the JSO Terms of Use carefully.

## **Your responsibilities**

You agree that you will:

- a. Comply with any applicable statutes, regulations, court rules and court orders that set out the requirements for filing a document with the Small Claims Court or the issuance of a document including but not limited to the following:

[Rules of the Small Claims Court](#)

[Small Claims Court forms](#)

[Superior Court of Justice Practice Directions](#)

[Small Claims Court – Fees \(O. Reg. 332/16\)](#)

- b. Follow all requirements relating to the use of the Portal which are established by the [Rules of the Small Claims Court](#).
- c. Determine the Small Claims Court filing deadlines and ensure that all Small Claims Court documents are transmitted through the Portal to the Small Claims Court in a timely fashion. Submitting a document through the Portal to request that it be filed and/or issued does not extend any deadline or affect the application of any legislative provision, rule of the court, court practice or court order. The Ministry of the Attorney General will not be responsible for your failure to meet any timelines prescribed by the court rules, court order and/or legislation (for filing, serving or delivering Small Claims Court documents) for any reason including inaccessibility of the Portal or a failure of the Portal systems.
- d. Ensure that your computer system can accept emails and documents delivered to you through the Portal and by Small Claims Court staff (for example, by adjusting your spam filter to ensure that you receive all emails and documents from Small Claims Court staff and the Portal such as a copy of a Small Claims Court issued document).

- e. Ensure that your JSO account includes your current contact information throughout the duration of your account.
- f. Track the processing of a document that you submitted through the Portal (whether it was accepted or rejected for filing or issuance). You will monitor your email for notices and documents from Small Claims Court staff, including email notices that a document was filed and/or issued by the Small Claims Court. You will ensure that you receive an on-screen confirmation notification after you submit a document through the Portal and will contact the Small Claims Court if you experience an error or system failure that you cannot resolve.
- g. Determine which documents you must or should consider filing with the Small Claims Court. You will not use the Portal to submit documents which are not authorized by the [Rules of the Small Claims Court](#) or a Court Practice Direction, Notice or Order to be submitted.
- h. Determine whether any personal identifiers in the documents and attachments should be redacted (such as birth dates, financial account information, social insurance numbers, etc.). **Remember that court records, including documents submitted through the Portal, and subsequently filed, can be accessed by the public** to the extent permitted by section 137 of the *Courts of Justice Act*.
- i. Pay the Small Claims Court fee required to file your documents, subject to any exemption that may apply (e.g., if you have or are requesting a fee waiver). Following the successful online transaction to support payment of the filing fee and uploading of a document through the Portal, a confirmation of the transaction will display on your screen. You should take a screenshot or print a copy of this screen for your records.
- j. Ensure that the information entered into any field in the Portal (e.g., party name, court location, etc.) matches the information contained in the document submitted through the Portal for it to be considered for filing and/or issuance.
- k. Verify that the correct documents are uploaded before you submit the document to be considered for filing or issuance through the Portal.
- l. Where documents are uploaded but the filing fee payment transaction is not successful, the documents will **not** be transmitted to the Small Claims Court.
- m. Resolve any questions that you may have about the Portal in advance of the applicable deadline for filing the document and take into account the time required by staff to review your request to file and/or issue the document. If you have any question that is not addressed in the information available online, you may contact the Ministry of the Attorney General, Court Services Division Contact Centre for Online Services during business hours (see Questions/Contact information below).

## Your software backup

While every effort is made to ensure that all software provided through the Portal is suitable for use on a wide variety of computer systems, you must take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system.

## **Privacy**

The handling of personal information by the Ministry of the Attorney General is governed by the [Freedom of Information and Protection of Privacy Act](#) (FIPPA) subject to the limits and exceptions outlined in FIPPA and by case law. Access to information that is held by the Ministry of the Attorney General is subject to the limits and exceptions outlined in FIPPA.

The Information and Privacy Commissioner has determined that court records (such as court issued applications) fall outside the application of FIPPA (see: *Information and Privacy Commissioner Order P994, Order P-1283*).

The information collected through the Portal is collected for the purpose of facilitating the filing of documents with the Small Claims Court in a civil proceeding. The information and documents which you submit through the Portal are transmitted for the purpose of filing the documents with the Small Claims Court. The Portal is **not** the Small Claims Court. Draft submissions which are saved on the Portal will not be transmitted to the Small Claims Court and will not form part of the Small Claims Court record.

By providing your email address you agree that it may be used to contact you for the purpose of:

1. Delivering Small Claims Court documents to you;
2. Delivering receipts of your transactions;
3. Notifying you of any issues or updates relating to your submission or transaction through the Portal or JSO account;
4. Notifying you of changes in access to your JSO account or the Portal; and/or
5. Notifying you of changes to JSO or Portal services.

## **Collection of Supporting Financial Information for Fee Waiver Requests**

By using the Portal to submit a fee waiver request under ss. 4.3, 4.4, 4.5 or 4.7 of the [Administration of Justice Act](#), together with the supporting financial information where required by s. 2.1 of [O. Reg. 2/05](#), you agree to the collection, retention and use of this supporting information for the purpose of determining your eligibility for a fee waiver certificate.

## **Questions/Contact information**

Any questions, comments, concerns or complaints you may have regarding use of the Portal, these Terms of Use, the Privacy Statement or your privacy rights may be directed to:

Ministry of the Attorney General  
Court Services Division  
720 Bay Street, 2nd Floor  
Toronto, Ontario  
M7A 2S9  
1-800-980-4962 or 647-438-0403  
TTY 416-368-4202 or Toll Free number 1-833-820-0714  
[SmallClaimsOnline@ontario.ca](mailto:SmallClaimsOnline@ontario.ca)

## **General**

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without notice. Please regularly check JSO and Portals for any changes. If you continue to use JSO and/or the Portals following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, including any and all terms of use incorporated by reference, will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by you in the Province of Ontario.

## **Updated**

May 26, 2025