

## CANADIAN AGREEMENT ON VEHICLE REGISTRATION<sup>1</sup>

Updated January 30, 2017

Pursuant to and in conformity with the laws of their respective jurisdictions, the member jurisdictions, acting by and through their lawfully authorized officials to execute this agreement, do mutually agree as follows:

### *Definitions*

1. The following words and phrases, when used in this agreement, shall have the meaning ascribed to them in this section:
  - a) **Category "B" Vehicle** means:
    - (i) a power unit or power unit trailer combination having a registered weight of less than 11,794 kg, used or maintained for the transportation of property;
    - (ii) a farm or fishing industry vehicle;
    - (iii) a private bus;
    - (iv) a recreational motor vehicle;
    - (v) a power unit that is registered as a government vehicle
    - (vi) a trailer, semi-trailer, converter dolly or, container chassis or their equivalent;  
but does not include:
      - (vii) any power unit, other than one described in clauses 1(a)(ii) to (v), that has 3 or more axles; or
      - (viii) any vehicle prorated under the International Registration Plan.
  - b) **CCMTA** means the Canadian Council of Motor Transport Administrators.

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<sup>1</sup> The 1980 CAVR Agreement has been amended a number of times.  
In 2003, major amendments retained only issues respecting reciprocity; all prorate provisions were deleted.  
In September 2008 updates were made to reflect BC exceptions.  
In July 2011 updates were made, removing a SK exemption.  
In January 2017 updates removed breakdown permits, reciprocity for unladen vehicles and charter buses and also Parts I and II were combined to one document.

- c) **Farm or fishing industry vehicle** means a vehicle that is registered in a member jurisdiction and is engaged in the transportation of the registrant's own goods that are related to the operation of the registrant's farm or fishing business.
- d) **Government vehicle** means a vehicle registered to the federal government or to a provincial, municipal or regional government.
- e) **Gross vehicle weight** means the weight of a vehicle or a combination of vehicles, including accessories, equipment and load.
- f) **Host jurisdiction** means a member jurisdiction:
  - (i) other than the jurisdiction where the vehicle is plated; and
  - (ii) that considers the registered owner of the vehicle to be a non-resident.
- g) **Interjurisdictional movement** means vehicle movement between or through two or more jurisdictions.
- h) **Intrajurisdictional movement** means vehicle movement from one point within a jurisdiction to another point within the same jurisdiction.
- i) **Jurisdiction** means a province or territory of Canada.
- j) **Member jurisdiction** means a jurisdiction that is a party to this agreement.
- k) **Power unit** means a self-propelled motor vehicle having permanently attached thereto a truck, bus or delivery body and includes a truck tractor used for hauling purposes on a highway.
- l) **Private bus** means a motor vehicle used to transport persons, when such transportation is not undertaken for compensation or gain.
- m) **Reciprocity** means the condition in which a vehicle that is properly registered in a member jurisdiction is exempt from registration in other member jurisdictions.
- n) **Recreational motor vehicle** means a motor vehicle designed or redesigned to be used as a recreational vehicle.
- o) **Registration** means licensing a vehicle for use on a highway.
- p) **Tare weight** means the weight of a vehicle, including its permanently mounted equipment.
- q) **Semi-trailer** means a vehicle without motive power designed for carrying property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by the towing vehicle.

- r) **Trailer** means a vehicle without motive power designed for carrying property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.
- s) **Vehicle** means a power unit or trailer.

### ***Reciprocity***

2. Full and free registration reciprocity is granted to all category "B" vehicles for interprovincial operations in a host jurisdiction.
3. The licence plate and registration certificate issued by the plate jurisdiction to a category "B" vehicle shall serve as evidence of proper registration and shall be recognized as such by a host jurisdiction.
4. Where the applicant wishes to conduct a temporary intraprovincial operation with a category 'B' motor vehicle in a host jurisdiction:
  - a) the applicant shall, if required, make application to the host jurisdiction and the host jurisdiction may levy an additional registration fee for that power unit; and
  - b) notwithstanding item 3, the host jurisdiction may issue a licence plate, registration or cab card, identification decal and/or sticker, which shall be displayed as required.
5. Notwithstanding item 4 of this agreement, reciprocity is granted for intraprovincial operations in a host jurisdiction to trailers, semi-trailers with or without converter dollies, a converter dolly, container chassis or equivalent, private buses, recreational motor vehicles, and power units that are registered as government vehicles.
6. A vehicle covered by this agreement shall enjoy all other privileges and be subject to all other responsibilities under all applicable statutes and regulations of the member jurisdiction in which it travels.
7. No vehicle or combination of vehicles shall be operated or moved in a member jurisdiction when:
  - a) the gross weight of the vehicle or combination of vehicles is in excess of the weight for which the vehicle or combination of vehicles is registered; or
  - b) the number of axles of the vehicle or combination of vehicles is in excess of the number of axles for which the vehicle or combination of vehicles is registered.
8. This agreement shall supersede any agreement between member jurisdictions covering in whole or in part matters covered by this agreement.

## ***Carrier Refunds Credit Policy***

9. When a carrier completes an IRP application which results in a refund, the base jurisdiction will notify the member jurisdictions. Within 30 days of receiving notification, the member jurisdictions shall refund the carrier in accordance with their applicable legislation governing refunds and or credits.

## ***Exemptions***

10. Exceptions to the provisions of this agreement, which may be required as a condition of entry by a jurisdiction and which have been approved by all member jurisdictions, will form part of this agreement by appendix listing.
11. There shall be no exceptions taken to the reciprocity as set out in item 6.

## ***Amendments***

12. This agreement may be amended, subject to the approval of at least two-thirds of member provinces, acting through the responsible Minister thereof authorized to enter this agreement. All proposed amendments shall be placed in writing and shall be presented to each member province for approval or rejection. Amendments which have been accepted by member provinces shall become a part hereof, and shall become effective within 30 (thirty) days of approval or as otherwise required by the laws of member provinces.
13. Provisions of this agreement amended by less than a unanimous vote shall be retained as exceptions hereto and will continue to apply on behalf of dissenting member provinces.

## ***Administration***

14. The member jurisdictions of this agreement shall be represented by one member on a committee of CCMTA.
15. A chairperson and vice-chairperson shall be appointed by the CCMTA Board of Directors to hold office for a term of two years and shall serve until a successor is duly appointed.
16. Each member province shall have one vote in the committee.
17. Recommendations and decisions regarding interpretations of any question at issue and decisions shall be reached by a majority vote of at least two-thirds of the CCMTA committee.
18. Notwithstanding the foregoing, amendments to this agreement shall not come into force until the CCMTA committee formally confirms the affected member jurisdictions have established, and are able to carry out, administrative procedures necessary to give effect to such amendments.

19. The CCMTA shall be the official repository of this agreement and shall be responsible for the required duties attendant to the administration of this agreement.
20. Any member jurisdiction may withdraw from this agreement upon 30 (thirty) days written notice to the committee and to each other member jurisdiction.
21. The withdrawal of a member jurisdiction may not be made retroactively.
22. Jurisdictions making changes to their procedures relating to this agreement should provide 90 days' notice to the committee and to each other member jurisdiction.

## **APPENDIX I**

### 1) British Columbia

- a. For the purpose of temporary intra-provincial operation as provided for in item 4, in BC the time period for temporary operation of category B vehicles as described in item 1(a)(i) is limited to 90 days in a calendar year with these 90 days including any operation of the vehicle in the Province of British Columbia.
- b. For the purpose of item 5, British Columbia grants intra-provincial reciprocity to recreational vehicles used exclusively for touring purposes, with reciprocity being provided for a maximum period of up to 6 months from the date of last entry into British Columbia.
- c. British Columbia does not grant intra-provincial reciprocity to charter buses or private buses designed to carry more than 10 persons if used in the Province of British Columbia.

### 2) Saskatchewan

For the purpose of temporary intra-provincial operation as provided for in item 4, in Saskatchewan the time period for temporary operation of category B vehicles as described in item 1(a)(i) is limited to 90 days in a calendar year with these 90 days including any operation of the vehicle in the Province of Saskatchewan.