

# Parties Must Proceed to Arbitration Despite Unavailability of Arbitration Forum Specifically Named in the Contract

An Ohio appellate court has addressed an issue that arose when an arbitrator specified in a contract is no longer available.

Pepper Hamilton's **Constructlaw** blog covers the case in which a homeowner sued a contractor, alleging unjust enrichment and fraud. The contractor moved to compel arbitration under the agreement arbitration provision. But the specified arbitrator, the Ohio Arbitration and Mediation Center, appeared to be defunct.

"Because it was still possible to arbitrate the issues, the Court determined the agreement was not unenforceable due to impossibility," writes **Ryan R. Deroo**. "The Court explained that this conclusion was consistent with the intent of the parties as they agreed to arbitrate disputes, and a change in forum should not override the fundamental purpose of the arbitration provision."

The appellate court directed the trial court to appoint another arbitrator.

**Read the article.**