



M.R.P. Dispute Resolution Manual & Guide



2019

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DISCLAIMER:

This Manual & Guide has been prepared for convenience only. This Manual & Guide is not intended as legal advice and should not be relied on as legal advice. Users should contact their own lawyer regarding any questions they may have with respect to the information provided.

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Purpose of this Workbook

BACKGROUND:

On December 16, 2014, the federal *Family Homes on Reserve and Matrimonial Interests or Rights Act* (FHRMIRA) and its Provincial Federal Rules (PFR) came into effect. The FHRMIRA and the PFR protects rights connected to family homes on reserve, including matrimonial interests or rights. These protections apply to individuals living on reserve during a relationship in the event of a relationship breakdown and on the death of a spouse or common-law partner.

The FHRMIRA applies to all First Nations with reserve land, with the following exceptions:

- First Nations that have enacted their own matrimonial real property laws under FHRMIRA.
- Operational First Nations with land codes and a matrimonial real property law in place under the *Framework Agreement on First Nations Lands Management* (FAFNLM).
- First Nations with reserve lands and a self-government agreement in effect that have jurisdiction over land management.

A First Nation may develop a matrimonial real property law in accordance with the FHRMIRA, FAFNLM, or a self-government agreement.

COEMRP MANDATE:

Hosted by the NALMA, the COEMRP operates at arm's length from the Government of Canada and provides the following services:

- Guide First Nations who are opting to develop their own matrimonial real property laws.
- Provide information on the protections and rights available to individuals and families living on reserve.
- Assist with implementing the PFR.
- Provide research on dispute resolution mechanisms.

THIS MANUAL & GUIDE:

The COEMRP has developed resources to assist First Nations in developing dispute resolution mechanisms either in accordance with their matrimonial real property law or under the FHRMIRA and the PFR. The resources include two models for on-reserve matrimonial real property dispute resolution, one for use where real property is held in accordance with customary or traditional land holdings, and the other for use where real property is held in accordance with the *Indian Act* or a Land Code.

This Matrimonial Real Property Dispute Resolution Manual & Guide (Manual & Guide) has been developed as an aide to assist First Nations in developing the procedures required to implement a matrimonial real property dispute resolution mechanism developed in accordance with the COEMRP's on-reserve matrimonial real dispute resolution models.

This Manual & Guide is to be used together with the COEMRP's:

- On-Reserve Matrimonial Real Property Dispute Resolution Model (For Use Where Real Property is Held in Accordance with Customary or Traditional Land Holdings); or
- On-Reserve Matrimonial Real Property Dispute Resolution Model (For Use Where Real Property is Held in Accordance with the *Indian Act* or a Land Code).

OTHER NALMA/COEMRP RESOURCES:

Please see NALMA's website for other resources on Land Management: www.NALMA.ca

How to Use this Manual & Guide

This Manual & Guide includes the procedures that are to be used to implement a matrimonial real property dispute resolution mechanism developed in accordance with either the On-Reserve Matrimonial Real Property Dispute Resolution Model (For Use Where Real Property is Held in Accordance with Customary or Traditional Land Holdings) or with the On-Reserve Matrimonial Real Property Dispute Resolution Model (For Use Where Real Property is Held in Accordance with the *Indian Act* or a Land Code). This Manual & Guide will refer to these two on-reserve matrimonial real property dispute resolution models collectively as the 'Models'.

This Manual & Guide uses the same terminology used in the Models. This Manual & Guide presents procedures that apply specifically to Parts Three, Four, Five and Six of the Models. The procedures in this Manual & Guide are divided into sections and presented in the order that they would be used where services from the Dispute Resolution Tribunal are requested and provided. Section One of the Manual & Guide sets out the forms that are used to request and accept or deny requests for dispute resolution services. Section Two includes forms that are used for scheduling dispute resolution services, such as forms to select the Dispute Resolution Tribunal members. Section Three provides template agreements that the parties sign which signifies their acceptance to participate in the dispute resolution services. Section Four includes template decision forms. Section Five includes forms for applying to be a member of the Dispute Resolution Tribunal. Finally, Section Six identifies additional areas that the First Nation may wish to develop to implement its matrimonial real property dispute resolution mechanism.

This Manual & Guide can be modified and adapted to correspond with the matrimonial real property dispute resolution mechanism developed by the First Nation. The First Nation may determine that additional forms, policies, and procedures are required for the administration and use of its matrimonial real property dispute resolution mechanism than what is included in this Manual & Guide. It is recommended that the First Nation review this Manual & Guide against the matrimonial real property dispute resolution mechanism it develops to make any changes or additions as may be required.

This Manual & Guide has been developed for convenience only and is not intended as legal advice and should not be relied on as legal advice.

The First Nation should contact a lawyer regarding drafting its dispute resolution mechanism and any corresponding forms, policies, and procedures.

List of Forms Summary

The following is a list of Forms that are included within this Manual & Guide.

#	NAME OF FORM	FILLED OUT BY	SIGNED BY
01	Request Form for Dispute Resolution Services	Parties	Parties
02	Notice of Request for Dispute Resolution Services	Tribunal	Parties
03	Screening Form for Requests for Dispute Resolution Services	Tribunal	Tribunal
04	Acceptance Form for Dispute Resolution Services	Tribunal	Tribunal
05	Denial Form for Dispute Resolution Services	Tribunal	Tribunal
06	Tribunal Member Conflict of Interest Disclosure Form	Tribunal	Tribunal
07	Selection of Tribunal Member for Circle Process	Parties	Parties
08	Selection of Tribunal Member for Mediation Process	Parties	Parties
09	Selection of Tribunal Members for Hearing Panel Process	Parties	Parties
10	Scheduling Procedures	Tribunal	Tribunal
11	Notice of Dispute Resolution Services	Tribunal	Tribunal
12	Form to Request Support Person	Parties	Parties
13	Form to Accept/Deny Request for Support Person	Tribunal	Tribunal
14	Form to Request to Call Witnesses	Parties	Parties
15	Form to Accept/Deny Request to Call Witnesses	Tribunal	Tribunal
16	Notification to Chief & Council of Dispute Resolution Services	Tribunal	Tribunal
17	Notification to Directly Affected Person	Tribunal	Other
18	Form to Accept/Deny Directly Affected Person	Tribunal	Tribunal
19	Form to Participate as an Interested Person/Intervenor	Other	Other
20	Form to Accept/Deny Request of Interested Person/Intervenor	Tribunal	Tribunal
21	Agreement to Participate in Circle Process	Parties	Parties
22	Agreement to Participate in Mediation Process	Parties	Parties
23	Agreement to Participate in Hearing Panel Process	Parties	Parties
24	Circle Agreement Template	Tribunal	Parties
25	Mediation Agreement Template	Tribunal	Parties
26	Hearing Panel Decision Template	Tribunal	Tribunal
27	Decision to Reject a Dispute Without a Hearing	Tribunal	Tribunal
28	Application Form to be Tribunal Member	Tribunal	Tribunal
29	Screening Form of Applications to be Tribunal Member	Council	Council
30	Form Accepting/Denying Application for Tribunal Member	Council	Council
31	Code of Conduct of Tribunal Members	Tribunal	Tribunal

Checklist of Action Items

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal as an internal procedure to track the completion, status, and details of action items from start to finish for a file.

A copy of this Checklist is to be kept on file.

This checklist is to be used by the Dispute Resolution Tribunal to track the completion, status, and details of all actions items from start to finish for a file.

	ACTION	FORM	DONE (YES/NO/NA)	DATE	DETAILS
1.	Receive written request from party or parties for dispute resolution services.	Form 01			
2.	Notify other party of the request for dispute resolution services that has been received.	Form 02			
3.	Receive written notification from the other party as to whether they consent or decline to participate.	Form 02			
4.	Screen the request for dispute resolution services.	Form 03			
5.	Provide written notification to the parties of the acceptance/denial of the request for dispute resolution services.	Form 04 or Form 05			
6.	Tribunal members to complete the Tribunal conflict of interest disclosure form.	Form 06			
7.	Parties to be provided the list of Tribunal members that are not in a conflict of interest to complete the Selection of Tribunal Member for Circle Process.	Form 07			
8.	Parties to be provided the list of Tribunal members that are not in a conflict of interest to complete the Selection of Tribunal Member for Mediation Process.	Form 08			
9.	Parties to be provided the list of Tribunal members that are not in a conflict of interest to complete the Selection of Tribunal Member for Hearing Panel Process.	Form 09			
10.	Schedule the dispute resolution services.	Form 10			
11.	Provide written notification to the parties of the dispute resolution services.	Form 11			

	ACTION	FORM	DONE (YES/NO/NA)	DATE	DETAILS
12.	Receive written request from a party for a support person to attend the dispute resolution services.	Form 12			
13.	Provide written notification to the party as to whether the request for a support person has been accepted or denied.	Form 13			
14.	Receive written request from a party to call witnesses at the dispute resolution services.	Form 14			
15.	Provide written notification to the party as to whether the request to call witnesses has been accepted or denied.	Form 15			
16.	Provide written notification to Chief & Council to advise of the dispute resolution services and their right to participate.	Form 16			
17.	Receive written notification from Chief & Council as to whether they will or will not participate in the dispute resolution services.	Letter from Council			
18.	Provide written notification to a person who may be directly affected due to the land being held in a customary or traditional land holding, that they may apply to participate.	Form 17			
19.	Receive written notification from a person who is applying to participate as a directly affected person due to the land being held in a customary or traditional land holding.	Letter from person			
20.	Provide written notification to the person who has applied to participate as a directly affected person due to the land being held in a customary or traditional land holding as to whether their application has been accepted or denied.	Form 18			
21.	Receive written request for a person requesting to participate as an interested person or intervenor.	Form 19			
22.	Provide written notification to the person who has requested to participate as an interested person or intervenor as to whether their request has been accepted or denied.	Form 20			
23.	Parties that will be using the Circle Process shall sign the Agreement to Participate in Circle Process before the commencement of the Circle Process.	Form 21			
24.	Parties that will be using the Mediation Process shall sign the Agreement to Participate in Mediation Process before the commencement of the Mediation Process.	Form 22			

	ACTION	FORM	DONE (YES/NO/NA)	DATE	DETAILS
25.	Parties that will be using the Hearing Panel Process shall sign the Agreement to Participate in Hearing Panel Process before the commencement of the Hearing Panel Process.	Form 23			
26.	Following the completion of the Circle Process, the Tribunal will develop and the parties will sign the Circle Agreement.	Form 24			
27.	Following the completion of the Mediation Process, the Tribunal will develop and the parties will sign the Mediation Agreement.	Form 25			
28.	Following the completion of the Hearing Panel Process, the Tribunal will develop and sign the Hearing Panel Decision.	Form 26			
29.	Where the Hearing Panel has rejected a dispute without conducting a hearing panel, the Tribunal will develop and sign the decision to reject a dispute without a hearing.	Form 27			

Section One: Requesting Services Forms

This Section sets out the forms that are used for requesting, screening, and approving or denying requests for dispute resolution services of the Dispute Resolution Tribunal.

Form 01 - Request Form for Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

To be completed by one or both spouses or common-law partners to request dispute resolution services of the Dispute Resolution Tribunal.
The completed Form is to be kept on file.

Instructions to Users: To request services from the Dispute Resolution Tribunal to assist in resolving an on-reserve matrimonial real property dispute, you must complete and submit this Form to the Dispute Resolution Tribunal. It is important that you complete all of the information requested in this Form. The information you provide in this Form will be kept confidential and will be used to determine if the Dispute Resolution Tribunal is able to provide dispute resolution services to assist in resolving your on-reserve matrimonial real property dispute. The Dispute Resolution Tribunal will notify you in writing as to whether your request for dispute resolution services has been accepted or denied.

It is important to understand that the Dispute Resolution Tribunal only has the authority to deal with **on-reserve matrimonial real property issues on separation or survivorship**. On-reserve matrimonial real property may generally be defined as the house or land that the couple lives on or benefits from while married or living in a common law relationship.

The Dispute Resolution Tribunal **does not** have the authority to determine issues concerning the couple's personal property such as their vehicles, money in the bank, household items, or issues such as child custody, child support, and spousal support.

Services of the Dispute Resolution Tribunal may only be provided where the matrimonial real property is on-reserve and where one or both of the spouses or common law partners are a **registered Band member** of the [insert name of First Nation].

The Dispute Resolution Tribunal **does not** deal with matrimonial real property dispute matters off-reserve or where neither of the spouses or common law partners is a registered Band member of the [insert name of First Nation].

It is recommended that you read the [insert name of First Nation]'s Dispute Resolution Policy to fully understand the services and authority of the Dispute Resolution Tribunal before you complete this Form. A copy of the Dispute Resolution Policy can be obtained by contacting:

[insert contact information of the First Nation].

*** PLEASE PRINT AND COMPLETE ALL PARTS OF THIS FORM ***
*** ATTACH ADDITIONAL SHEETS IF NECESSARY ***

Part 1: Information About You

Full Legal Name:	
Address:	
Telephone Number:	
Email Address:	
Are you a registered Band member of the [insert name of First Nation]?	
Indian Registry Number:	

Part 2: Information About Your Spouse or Common-Law Partner

Full Legal Name:	
Address:	
Telephone Number:	
Email Address:	
Are they a registered Band member of the [insert name of First Nation]?	
Indian Registry Number (<i>if known</i>):	

Part 3: Information About Your Relationship

Please state whether you were you married or in a common law relationship?	
How long were you married or in a common law relationship?	
When did the marriage or common law relationship end?	
When did your spouse or common law partner pass away (if applicable)?	
While married or in a common law relationship, was your home located on the [insert name of First Nation]?	
Are you currently living in the same house as your spouse or common law partner?	

Part 4: Issues in Dispute

1. Please describe what the on-reserve matrimonial real property issues are that you are requesting assistance from the Dispute Resolution Tribunal for:

Part 5: Information About the Matrimonial Real Property

(Please place an X in either the Yes, No, or Not Sure box that applies for each question)

	Yes	No	Not Sure
Do you and your spouse or common law partner own the home that you lived in together on the First Nation?			
Did either you or your spouse or common law partner own the home before you were married or started your common law relationship?			
Was the home that you lived in with your spouse or common law partner given to either of you by a family member or inherited in a will?			
Do you or your spouse or common law partner have a Certificate of Possession (CP) or a Certificate of Entitlement (CE) for the home?			
Is the home that you and your spouse or common law partner live in together subject to a lease agreement?			
Do you and your spouse or common law partner rent the home that you live in together?			
Do you and your spouse or common law partner have a written agreement that states how you will divide your matrimonial real property if you were to divorce, separate, or die?			
Are there any court orders in place that state who can live in the home?			

2. Please list the names of any other individuals that live in the home with you and your spouse or common law relationship, and what their relationship to you is: _____

3. To your knowledge, are there any other individuals that might have an interest in the matrimonial real property that you have with your spouse or common law partner?

Part 6: Dispute Resolution Services

The Dispute Resolution Tribunal provides three main stages of dispute resolution:

- **Circle Process** – a voluntary informal process where the parties to the dispute come together with the assistance of one or more members of the Dispute Resolution Tribunal to work towards resolving the dispute concerning the on-reserve matrimonial real property matter on separation or survivorship. Any agreement reached through the circle process to resolve the dispute is made by the parties to the dispute.
 - **Mediation Process** – a voluntary facilitated process where the parties to the dispute make their best efforts to resolve the dispute concerning the on-reserve matrimonial real property matter on separation or survivorship with the assistance of one member of the Dispute Resolution Tribunal. Any agreement reached through the mediation process to resolve the dispute is made by the parties to the dispute.
 - **Hearing Process** – a mandatory formal process where the parties to the dispute present their evidence and submissions to a panel of three members of the Dispute Resolution Tribunal to resolve the dispute concerning the on-reserve matrimonial real property matter on separation or survivorship. The Dispute Resolution Tribunal will make a decision to resolve the dispute. Subject to agreement by the parties, the decision may be binding.
4. Please explain what stage of dispute resolution services from the list above that you are requesting from the Dispute Resolution Tribunal and why:

5. Do you know if your spouse or common law partner also wants to use the dispute resolution services from the Dispute Resolution Tribunal? _____
6. The Dispute Resolution Tribunal does not provide services if the issues in dispute are historic, have been settled by the courts, or are currently before the courts.
- a. Have these issues in dispute been settled by the court? _____
 - b. Are these issues in dispute currently before the court? _____

7. The Dispute Resolution Tribunal provides services in English [and/or French].
 - a. Are you able to participate in English [and/or French]? _____
 - b. Do you require a translator to participate? _____

8. Do you require any accommodations (visual, audio, mobility, etc.) to participate in the dispute resolution services of the Dispute Resolution Tribunal? If so, please state what accommodations are required: _____

Part 7: Acknowledgements

By completing and submitting this Request Form for Dispute Resolution Services (Form), you acknowledge the following:

1. The information you have provided in this Form is accurate and complete.
2. You understand that the information provided in this Form will be used to determine if the Dispute Resolution Tribunal will provide dispute resolution services to you and your spouse or common law partner.
3. You understand that the dispute resolution services of the Dispute Resolution Tribunal are only available to spouses or common law partners on separation or survivorship where the couple resides on-reserve and one or both are registered Band members of the [insert name of First Nation].
4. You understand that the Dispute Resolution Tribunal's authority extends only to issues regarding on-reserve matrimonial real property; and does not include issues concerning personal property, custody, support, or other family law matters.
5. You acknowledge that the on-reserve matrimonial real property issues that the dispute resolution services of the Dispute Resolution Tribunal are requested for have not been resolved through court and/or are not currently before the court.
6. You understand that if this Form has not been jointly submitted by both spouses or common law partners, a copy of this Form will be provided to the other spouse or common law partner to inform them of the request and to inquire whether they consent or decline to participate in the dispute resolution services.
7. You understand that the Dispute Resolution Tribunal is under no obligation to accept your request for dispute resolution services.
8. You understand that if your request for dispute resolution services is accepted, you will be responsible for your own costs to participate in the dispute resolution services of the Dispute Resolution Tribunal.
9. You understand that if your request for dispute resolution services is accepted, you will be required to comply with the policies and procedures of the Dispute Resolution Tribunal.
10. You have read and understand this Form and you are signing this Form of your own free will.

Part 8: Signature and Date

If the Form is being submitted together by both spouses or common law partners, the signature of each spouse or common law partner is required.

Date: _____

Signature: _____

Signature: _____

Form 02 - Notice of Request for Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

This Form is to be completed by the Dispute Resolution Tribunal and provided to the other spouse or common law partner where a Request Form for Dispute Resolution Services has been submitted by only one spouse or common law partner. The spouse or common law partner that receives the Form is to complete page 2 and return it to the Dispute Resolution Tribunal. A copy of the Form is to be kept on file.

[insert date]

TO: [insert name of other spouse or common law partner]

RE: Notice of Request for Dispute Resolution Services

In accordance with the Dispute Resolution Policy (Policy), the Dispute Resolution Tribunal is writing to notify that it has received a Request Form for Dispute Resolution Services for on-reserve matrimonial real property issues from your spouse or common law partner. A copy of the Request Form for Dispute Resolution Services we received is attached.

Participation in the dispute resolution services of the Dispute Resolution Tribunal is voluntary and requires the consent of both spouses or common law partners.

Please review the Request Form for Dispute Resolution Services to determine if you consent or decline to participate in the dispute resolution services that have been requested.

Once you have made your decision, please complete the second page of this notice stating whether you consent or decline to participate in the dispute resolution services and return it to the Dispute Resolution Tribunal by [insert date] _____.

If we do not receive a response from you by that date, we will interpret it to mean that you decline to participate.

Please contact our office if you have any questions.

Sincerely,

Dispute Resolution Tribunal

*** COMPLETE AND RETURN THIS PORTION ***

I, [insert your name] _____ confirm that I have received notice that my spouse or common law partner has submitted a request for dispute resolution services from the Dispute Resolution Tribunal for on-reserve matrimonial real property issues.

I have reviewed the request and:

[check the box that applies]

Consent to participate in the dispute resolution services

Decline to participate in the dispute resolution services

Date: _____

Signature: _____

Please return this completed portion to [insert contact information for First Nation].

Form 03 - Screening Form for Requests for Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal to screen all Requests for Dispute Resolution Service. The completed Form is to be kept on file.

Date request received: _____

Name of person(s) requesting services: _____

Name of other spouse or common law partner: _____

	Yes	No
1. All requested information in the Form is complete.		
2. One or both spouse or common law partner is a registered Band member of the First Nation.		
3. The spouses or common law partners live on the First Nation.		
4. The issues in dispute are within the mandate of the Dispute Resolution Tribunal.		
5. The issues in dispute are current and do not deal with historic issues (ex: a separation 10 years ago).		
6. The issues in dispute have not been settled by a court or are currently not in a court process.		
7. The spouses or common law partners have a written agreement as to how matrimonial real property will be divided on separation or survivorship.		
8. Both spouses or common law partners have requested or consented to the dispute resolution services.		

9. The type of dispute resolution service requested by the party(s) are:

- Circle Process
- Mediation Process
- Hearing Panel Process

Decision

Based on the information provided in the Form, the request for dispute resolution services from the Dispute Resolution Tribunal is:

- Approved
- Denied due to: *(check all that apply)*
- Incomplete information in the Form
- Both parties have not requested/consented to participate
- Neither party is a registered Band member of the First Nation
- The parties do not live on the First Nation
- The issues in dispute are not current (they are historic)
- The issues in dispute have been settled by a court or are currently before the court
- The issues in the dispute are not within the mandate of the Dispute Resolution Tribunal
- Other: *(please specify)* _____

Form 04 - Acceptance Form for Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and sent to the parties after the Requests for Dispute Resolution Services has been screened and accepted for dispute resolution services. A copy of this Form is to be kept on file.

[insert date]

TO:[insert names of all parties]

RE:Request for Dispute Resolution Services of the Dispute Resolution Tribunal

The Dispute Resolution Tribunal confirms receipt of your request for dispute resolution services in relation to your on-reserve matrimonial real property issues.

We are pleased to advise that your request has been accepted and that dispute resolution services through the [Circle Process/Mediation Process/Hearing Panel Process] will be provided.

We will be in contact with you to schedule the dispute resolution services.

We recommend that you review the Dispute Resolution Policy so that you are prepared to participate in the dispute resolution services and so that we can discuss any questions that you may have.

Thank you for your interest in the Dispute Resolution Tribunal, we look forward to working together.

Sincerely,

Dispute Resolution Tribunal

Form 05 - Denial Form for Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and sent to the parties after the Requests for Dispute Resolution Services has been screened and accepted for dispute resolution services. A copy of this Form is to be kept on file.

[insert date]

TO:[insert names of all parties]

RE:Request for Dispute Resolution Services of the Dispute Resolution Tribunal

The Dispute Resolution Tribunal confirms receipt of your request for dispute resolution services in relation to your on-reserve matrimonial real property issues.

We are sorry to advise that that your request has been denied due to: [state what the reason(s) are for the denial]

Thank you for your interest in the Dispute Resolution Tribunal. We wish you the best in resolving your issues in dispute.

Sincerely,

Dispute Resolution Tribunal

Section Two: Scheduling Services Forms

This Section sets out the forms that are used for scheduling dispute resolution services of the Dispute Resolution Tribunal.

Form 06 - Tribunal Member Conflict of Interest Disclosure Form

INSTRUCTIONS FOR OFFICE USE:

To be completed by each member of the Dispute Resolution Tribunal once they have been contacted to provide dispute resolution services in any matter. The completed Form is to be kept on file.

Definition of Conflict of Interest

The Dispute Resolution Policy defines a **conflict of interest** as where in a matter, a person or their family has an actual or perceived personal or monetary interest; a family interest; a financial interest; a professional or business interest; or a prejudicial, discriminatory or biased opinion.

Prevention of Conflicts of Interest

Members of the Dispute Resolution Tribunal shall prevent and avoid situations that could give the **appearance** of a conflict of interest, result in a **potential** conflict of interest, or result in an **actual** conflict of interest. Conflict of interest does not relate exclusively to matters concerning financial transactions and the transfer of economic benefit.

It is understood that a real, apparent, or potential conflict of interest may arise or become apparent at anytime and it is the responsibility of the member to immediately report it to the Dispute Resolution Tribunal upon becoming aware of the conflict of interest.

Members' Responsibilities to Conflicts of Interest

Members of the Dispute Resolution Tribunal are responsible for demonstrating objectivity and impartiality in the exercise of their duties and in their decision-making in providing dispute resolution services. This means that members of the Dispute Resolution Tribunal are prohibited from granting preferential treatment or advantages to family, friends, or any other person or entity, and are not to disadvantage any entity or persons dealing with the Dispute Resolution Tribunal because of personal antagonism or bias.

Members' Acknowledgements

Instructions: Members are to complete and initial all sections of the Acknowledgement.

Acknowledgement	Initials
1. I have read and understand the Dispute Resolution Policy and this Tribunal Member Conflict of Interest Disclosure Form.	
2. I understand that I am required to report in writing to the Dispute Resolution Tribunal all outside activities, assets, liabilities and interests that might give rise to a real, apparent or potential conflict of interest in relation to my membership on the Dispute Resolution Tribunal and the provision of dispute resolution services.	
3. I understand that I shall report to the Dispute Resolution Tribunal any activity that is incompatible with being a member of the Dispute Resolution Tribunal or cast doubt on my ability to perform my duties and responsibilities as a member of the Dispute Resolution Tribunal in a completely objective manner.	
<p>4. The Dispute Resolution Tribunal has been requested to provide dispute resolution services to <i>[insert names of all parties]</i> _____</p> <p>_____.</p> <p>To the best of my knowledge, I confirm: <i>[check the box which applies]</i>:</p> <p><input type="checkbox"/> I have no conflict of interest in this matter</p> <p><input type="checkbox"/> I have a conflict of interest in this matter</p>	
<p>5. I confirm that I have not provided any previous dispute resolution services (circle process, mediation process, or hearing panel process) to the parties listed in Acknowledgement #4 above.</p> <p><input type="checkbox"/> I have not provided any previous dispute resolution services</p> <p><input type="checkbox"/> I have provided previous dispute resolution services</p>	
6. I understand that if I have a conflict of interest in this matter or have provided any previous dispute resolution services to these parties in relation to this dispute, I am unable to provide dispute resolution services in this matter.	

I, *[print name]* _____, hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

Form 07 - Selection of Tribunal Member for Circle Process

INSTRUCTIONS FOR OFFICE USE:

To be completed by the parties in selecting the member of the Dispute Resolution Tribunal that will provide dispute resolution services to the parties through the Circle Process. The completed Form is to be kept on file.

Selection Instructions

In accordance with the Dispute Resolution Policy (Policy), the parties to the dispute will jointly agree on the selection of one member of the Dispute Resolution Tribunal to provide dispute resolution services through the Circle Process. If they cannot agree on the member, they will draw the name out of a hat.

The member of the Dispute Resolution Tribunal cannot be an immediate family member of a party and cannot have a conflict of interest. The Policy defines an **immediate family member** as the person's spouse, child, parent, sister, brother, grandchild, mother or father-in-law, sister or brother-in-law, grandparent, legal guardian, or agent. **Conflict of interest** is defined in the Policy as where in a matter, a person or their family have an actual or perceived personal or monetary interest, a family interest, a financial interest, a professional or business interest, or a prejudicial, discriminatory or biased opinion.

Where required, the parties may decide to request more than one member of the Dispute Resolution Tribunal to assist in the Circle Process.

Selection by Parties

In the matrimonial real property dispute involving: *[insert names of all parties]*

_____.

The names of all available members of the Dispute Resolution Tribunal that are not an immediate family member of any party in the dispute or that have a conflict of interest in the matter have been provided to the parties for the purpose of selecting the member of the Dispute Resolution Tribunal that will provide dispute resolution services in the Circle Process.

The parties confirm that they *[check the box that applies]*:

Have jointly selected *[insert name of member]* _____ of the Dispute Resolution Tribunal.

OR

Cannot agree on the selection of the member of the Dispute Resolution Tribunal and understand that the name will be drawn out of a hat.

If applicable:

As the parties are unable to jointly agree on the member of the Dispute Resolution Tribunal, the names of available members have been placed in a hat and the name of *[insert name of member]* _____ has been drawn.

Member to Provide Services to Circle Process

The member of the Dispute Resolution Tribunal that will provide dispute resolution services to the parties through the Circle Process is *[insert name of member as selected above]* _____.

Signed by the parties: _____

Date: _____

Form 08 - Selection of Tribunal Member for Mediation Process

INSTRUCTIONS FOR OFFICE USE:

To be completed by the parties in selecting the member of the Dispute Resolution Tribunal that will provide dispute resolution services through the Mediation Process. The completed Form is to be kept on file.

Selection Instructions

In accordance with the Dispute Resolution Policy (Policy), the parties to the dispute will jointly agree on the selection of one member of the Dispute Resolution Tribunal to provide dispute resolution services through the Mediation Process. If they cannot agree on the member, they will draw the name out of a hat.

The member of the Dispute Resolution Tribunal cannot be an immediate family member of a party, cannot have a conflict of interest, and cannot have been the member of the Dispute Resolution Tribunal that conducted the Circle Process. The Policy defines an **immediate family member** as the person's spouse, child, parent, sister, brother, grandchild, mother or father-in-law, sister or brother-in-law, grandparent, legal guardian, or agent. **Conflict of interest** is defined in the Policy as where in a matter, a person or their family have an actual or perceived personal or monetary interest, a family interest, a financial interest, a professional or business interest, or a prejudicial, discriminatory or biased opinion.

Selection by Parties

In the matrimonial real property dispute involving: *[insert names of all parties]*

_____.

The names of all available members of the Dispute Resolution Tribunal that are not an immediate family member of any party in the dispute, that do not have a conflict of interest in the matter, and that did not conduct the Circle Process, have been provided to the parties for the purpose of selecting the member of the Dispute Resolution Tribunal that will provide dispute resolution services in the Mediation Process.

The parties confirm that they *[check the box that applies]*:

Have jointly selected *[insert name of member]* _____ of the Dispute Resolution Tribunal.

OR

Cannot agree on the selection of the member of the Dispute Resolution Tribunal and understand that the name will be drawn out of a hat.

If applicable:

As the parties are unable to jointly agree on the member of the Dispute Resolution Tribunal, the names of available members have been placed in a hat and the name of *[insert name of member]* _____ has been drawn.

Member to Provide Services to Mediation Process

The member of the Dispute Resolution Tribunal that will provide dispute resolution services to the parties through the Mediation Process is *[insert name of member as selected above]* _____.

Signed by the parties: _____

Date: _____

Form 09 - Selection of Tribunal Members for Hearing Panel Process

INSTRUCTIONS FOR OFFICE USE:

To be completed by the parties in selecting the members of the Dispute Resolution Tribunal that will provide dispute resolution services through the Hearing Panel Process. The completed Form is to be kept on file.

Selection Instructions

In accordance with the Dispute Resolution Policy (Policy), three members of the Dispute Resolution Tribunal will be selected to provide dispute resolution services to the parties through the Hearing Panel Process. The three members will be selected as follows:

- One party will select one member of the Dispute Resolution Tribunal.
- The other party will select one member of the Dispute Resolution Tribunal.
- The two selected members of the Dispute Resolution Tribunal will select the third member and that member will be the chairperson of the Hearing Panel.

The members of the Dispute Resolution Tribunal cannot be an immediate family member of a party, cannot have a conflict of interest, and cannot have been the member of the Dispute Resolution Tribunal that conducted the Circle Process or the Mediation Process. The Policy defines an **immediate family member** as the person's spouse, child, parent, sister, brother, grandchild, mother or father-in-law, sister or brother-in-law, grandparent, legal guardian, or agent. **Conflict of interest** is defined in the Policy as where in a matter, a person or their family have an actual or perceived personal or monetary interest, a family interest, a financial interest, a professional or business interest, or a prejudicial, discriminatory or biased opinion.

Selection by Parties

In the matrimonial real property dispute involving: *[insert names of all parties]*

The names of all available members of the Dispute Resolution Tribunal that are not an immediate family member of any party in the dispute, that do not have a conflict of interest in the matter, and that did not conduct the Circle Process or the Mediation Process, have been provided to the parties for the purpose of selecting the members of the Dispute Resolution Tribunal that will provide dispute resolution services in the Hearing Panel Process.

Based on the available names provided to them, the parties have each selected one member of the Dispute Resolution Tribunal to be part of the Hearing Panel. The members selected are:

- [insert name of party] _____ has selected [insert name of member]
_____ of the Dispute Resolution Tribunal.
- [insert name of other party] _____ has selected [insert name of member]
_____ of the Dispute Resolution Tribunal.

The two members of the Dispute Resolution Tribunal selected above have jointly agreed to select [insert name of member] _____ of the Dispute Resolution Tribunal to be the third member of the Hearing Panel Process. It is understood that this member will be the chairperson of the Hearing Panel.

Members to Provide Services to Hearing Panel Process

The three members of the Dispute Resolution Tribunal that will provide dispute resolution services to the parties through the Hearing Panel Process are: *[insert names of the three members as selected above]* _____, _____, and _____.

Signed by the parties: _____

Date: _____

Form 10 - Scheduling Procedures

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal setting out the internal procedures to follow in scheduling dispute resolution services of the Dispute Resolution Tribunal. A copy of this Form is to be kept on file.

1. Names of parties: _____

2. Type of dispute resolution services to be provided:

- Circle Process
- Mediation Process
- Hearing Panel Process

3. List of members of the Dispute Resolution Tribunal:

Name	Available? (Yes/No)	Any Conflict? (Yes/No)

4. From the above list of members of the Dispute Resolution Tribunal, the following members are available and are not in a conflict of interest:

- [name of member]
- [name of member]
- [name of member]
- [name of member]

5. The list of members of the Dispute Resolution Tribunal in #4 are to be provided to each of the parties for their selection using the appropriate selection of member form.

6. The member(s) of the Dispute Resolution Tribunal to provide the dispute resolution services to the parties is: _____

7. The parties are to be contacted to:
 - a. Schedule the date, time and location of the dispute resolution services.
 - b. Confirm that the parties can participate in English [and/or French] or if translation services are required.
 - c. Confirm if any accommodations are required, and if so, what.
 - d. Confirm if the parties will be self-represented or represented by counsel.
 - e. Confirm if the parties will have a support person.
 - f. Confirm if there are any other parties that have a direct interest in the issues that need to be advised about the dispute resolution process.
 - g. Confirm that the parties understand that the Chief and Council will be notified and may request to participate in the dispute resolution process.
 - h. Answer any questions about the process that the parties may have.
8. Book the facilities for the dispute resolution services.
9. Make arrangements for any resources that are required by the parties or the Dispute Resolution Tribunal (ex: translator, video equipment, etc.).
10. Send the notice of dispute resolution services to the parties confirming the date, time and location of the dispute resolution services.

Form 11 - Notice of Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and sent to all parties and the Chief and Council to notify them of the dispute resolution services. A copy of this Form is to be kept on file.

[insert date]

TO: [insert name of party]

[insert name of party]

AND TO:[insert name of Chief and Council of the First Nation]

AND TO:[list any additional parties/persons that have been approved to attend]

RE: Notice of Dispute Resolution Services

This is to confirm that the Dispute Resolution Tribunal will be providing dispute resolution services to [insert names of parties] _____ through a [Circle Process/Mediation Process/Hearing Panel Process].

Schedule Date

The dispute resolution services are scheduled for:

Date: _____

Time: _____

Location: _____

Please ensure that you arrive on time and are prepared to participate in the dispute resolution services.

Closed Process

Please be advised that the dispute resolution services are a closed proceeding and are not open to the public.

The individuals that have been confirmed and approved to attend the dispute resolution services are:

- [insert name(s) of member of the Dispute Resolution Tribunal]
- [insert name of party]
- [insert name of party]
- [insert name of party's counsel, if applicable]
- [insert name of party's counsel, if applicable]
- [insert name of support person, if applicable]
- [insert name of Chief or Council, if attending]
- [insert name of translator, if applicable]
- [insert name of directly affected person, if applicable]
- [insert name of interested person or intervenor, if applicable]

Not Recorded

The dispute resolution services are not recorded by video, audio, or other electronic means.

Exchange of Information and Documents

Any evidence of submissions that a party intends to use in the dispute resolution process must be provided to the Dispute Resolution Tribunal, the other party, and the Chief and Council at least **ten days** before the dispute resolution process is conducted.

Calling of Witnesses

A party may require a witness to provide direct information or evidence on an issue in the proceeding, and is responsible for their costs to do so. A party calling a witness must provide written information to the Dispute Resolution Tribunal and the other party stating the witness' name and a summary of the information that the witness will present on **fifteen days** before the proceeding.

Responsibilities for Costs

The parties are responsible for their own costs and associated expenses for participating and attending the dispute resolution services.

Questions

Any questions should be directed to the Dispute Resolution Tribunal.

Form 12 - Form to Request for Support Person

INSTRUCTIONS FOR OFFICE USE:

To be completed by a party requesting a support person to attend the proceedings of the Dispute Resolution Tribunal. A copy of this Form is to be kept on file.

TO: Dispute Resolution Tribunal

RE: Request for a Support Person

I, [insert your name] _____ am requesting that
[insert name of person] _____ be permitted to attend the
proceedings of the Dispute Resolution Tribunal with me as a support person.

This person will be providing support to me in the following capacity and for the following reasons
*(please explain, for example if you require the person to be your advocate as you have a medical
circumstance that prevents you from advocating for yourself):*

I understand that this person is not my legal representative and that I am responsible for any and
all costs for the support person attending the proceedings of the Dispute Resolution Tribunal.

Date: _____

Signature: _____

Form 13 - Form to Accept/Deny Request for Support Person

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal to advise the party whether their request for a support person to attend the dispute resolution services is accepted or denied. A copy of this Form is to be kept on file.

[insert date]

TO:[insert name of party] _____

RE:Request for a Support Person

The Dispute Resolution Tribunal confirms receipt of your request dated [insert date of request] _____ for [insert name of person] _____ to attend the proceedings of the Dispute Resolution Tribunal as your support person.

Your request for [insert name of person] _____ to be a support person has been [accepted/denied].

Sincerely,

Dispute Resolution Tribunal

Form 14 - Form to Request to Call Witnesses

INSTRUCTIONS FOR OFFICE USE:

To be completed by a party requesting to call witnesses at proceedings of the Dispute Resolution Tribunal. A copy of this Form is to be kept on file.

TO: Dispute Resolution Tribunal

AND TO: [insert name of other party]

RE: Request to Call Witnesses

I, [insert your name] _____ am requesting to call a witness at the proceedings of the Dispute Resolution Tribunal.

The witness I intend to call is [insert name of witness] _____ and a summary of the evidence that they will present is [explain what evidence they will present] _____.

I understand that I am responsible for any and all costs for a witness to attend the proceedings of the Dispute Resolution Tribunal.

I confirm that this request is submitted more than **fifteen days before** the date of the proceeding of the Dispute Resolution Tribunal.

Date: _____

Signature: _____

Form 15 - Form to Accept/Deny Request to Call Witnesses

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal to advise the party whether their request to call witnesses at the dispute resolution services is approved or denied. A copy of this Form is to be kept on file.

[insert date]

TO: [insert name of party]

AND TO: [insert name of other party]

RE: Request to Call Witnesses

The Dispute Resolution Tribunal confirms receipt of your request dated [insert date of request] _____ to call [insert name of witness] _____ as a witness at the proceedings of the Dispute Resolution Tribunal.

Your request to call [insert name of witness] _____ as a witness has been [accepted/denied].

Sincerely,

Dispute Resolution Tribunal

Form 16 - Notification to Chief & Council of Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and provided to Chief and Council for all applications for dispute resolution services received to inform them of their right to attend. A copy of this Form is to be kept on file.

[insert date]

TO: [Chief and Council of First Nation]

AND TO:[insert name of party]

AND TO:[insert name of other party]

RE: Notice of Dispute Resolution Services

In accordance with the Dispute Resolution Policy (Policy), the Dispute Resolution Tribunal is writing to notify the Chief and Council of [insert name of First Nation] (Council) that dispute resolution services for on-reserve matrimonial real property issues between [insert names of the parties] _____ will be provided through a [Circle Process/Mediation Process/Hearing Panel Process].

As permitted by the Policy, Council is entitled to make representations to the Dispute Resolution Tribunal on this matter, at Council's own costs. Council is further entitled to receive a copy of any order made under the matrimonial real property law and in accordance with the Policy.

Please advise the Dispute Resolution Tribunal in writing no later than [insert date] _____ as to whether or not the Council will make representations to the Dispute Resolution Tribunal.

Sincerely,

Dispute Resolution Tribunal

Form 17 - Notification to Directly Affected Person

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and provided to a person that may be directly affected by the dispute resolution services where the matrimonial real property is held by a customary or traditional land holding, to advise them that they may apply to participate. A copy of this Form is to be kept on file.

[insert date]

TO: [directly affected person]

AND TO:[insert name of party]

AND TO:[insert name of other party]

RE: Notice of Dispute Resolution Services

In accordance with the Dispute Resolution Policy (Policy), the Dispute Resolution Tribunal is writing to notify you that dispute resolution services for on-reserve matrimonial real property issues between [insert names of the parties] _____ will be provided to the parties through a [Circle Process/Mediation Process/Hearing Panel Process] by the Dispute Resolution Tribunal.

You are receiving notification of this matter as you may be directly affected by this dispute resolution service as the matrimonial real property may be held by a customary or traditional land holding. It may be determined that you are a directly affected person in this matter if:

1. You are an immediate family member of one of the parties to this dispute. An immediate family member is a spouse, child, parent, sister, brother, grandchild, mother or father-in-law, sister or brother-in-law, grandparent, legal guardian or agent; and
2. The matrimonial real property in dispute is held by one or both parties through a customary or traditional land holding. This means that interest in the land is based on traditional usage and family lineage, such as it being passed down through a family; and
3. You may be impacted by the outcome of this matter.

Please be advised that receipt of this notification does not mean that it has been decided that you are indeed a directly affected person. This notification simply informs you that you may be a directly affected person and that you have the option to apply to the Dispute Resolution Tribunal to be held to be a directly affected person and to participate in the dispute resolution services. You are under no obligation to apply.

If you would like to apply to be held to be a directly affected person and to participate in the dispute resolution services, you are required to apply in writing to the Dispute Resolution Tribunal in writing no later than [insert date] _____. Your application must include information as to how you are an immediate family member of one of the parties to this dispute, this matrimonial real property is held by one or both parties through a customary or traditional land holding; and how this matter may impact you. You will be advised in writing as to the decision of the Dispute Resolution Tribunal. Please note that if you are accepted to participate, you are responsible for your own costs to do so.

If you choose not to apply, or if your application is denied, you will not receive further information about this matter and you will not be allowed to participate in the dispute resolution services for this matter.

Sincerely,

Dispute Resolution Tribunal

Form 18 - Form to Accept/Deny Directly Affected Person

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and provided to a person that has applied as a directly affected person to participate in the dispute resolution services where the matrimonial real property is held by a customary or traditional land holding to advise whether their request has been accepted or denied. A copy of this Form is to be kept on file.

[insert date]

TO: [directly affected person]

AND TO:[insert name of party]

AND TO:[insert name of other party]

RE: Application to Participate in Dispute Resolution Services

Further to our notice to you dated [insert date] _____ notifying you of the dispute resolution services for on-reserve matrimonial real property issues between [insert names of the parties] _____ that will be provided to the parties, the Dispute Resolution Tribunal confirms receipt of your written request dated [insert date] _____ to be held to be a directly affected person in this matter and to participate in this matter.

(NOTE: select the applicable paragraph and delete the other)

Your request to participate in the dispute resolution services has been accepted for the following reason(s):

[check those that apply]

- You are an immediate family member of one of the parties to this dispute.
- The matrimonial real property in dispute is held by one or both parties through a customary or traditional land holding.
- You may be impacted by the outcome of this matter.

(OR select)

Your request to participate in the dispute resolution services has been denied for the following reason(s):

[check those that apply]

- You are not an immediate family member of one of the parties to this dispute.
- The matrimonial real property in dispute is not held by one or both parties through a customary or traditional land holding.
- You may not be impacted by the outcome of this matter.

Sincerely,

Dispute Resolution Tribunal

Form 19 - Form to Participate as an Interested Person/Intervenor

INSTRUCTIONS FOR OFFICE USE:

To be completed by an interested person or intervenor requesting to participate or intervene in a proceeding of the Dispute Resolution Tribunal. A copy of this Form is to be kept on file.

TO: Dispute Resolution Tribunal

AND TO: [insert name of party]

AND TO: [insert name of other party]

RE: Request to Participate as an Interested Person or Intervenor

I, [insert your name] _____ am requesting to participate in the proceedings of the Dispute Resolution Tribunal as an interested person or an intervenor in the on-reserve matrimonial real property dispute concerning [list names of the parties in dispute] _____.

I am submitting this request for the following reasons: [explain your reasons] _____. The issue that I want to address and the information that I will present is: [explain the issues to present on and information to be relied on] _____.

I understand that:

- The Dispute Resolution Tribunal is under no obligation to accept this request.
- The parties to the dispute may object to this request by submitting a written objection to the Dispute Resolution Tribunal.
- If my request is accepted, I am responsible for any and all costs to participate in the proceedings of the Dispute Resolution Tribunal.
- If my request is accepted, my participation may be restricted to only attending a certain part of the dispute resolution process and/or my participation may be restricted to providing written submissions.

Date: _____

Signature: _____

Form 20 - Form to Accept/Deny Request of Interested Person/ Intervenor

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and provided to an interested person or intervenor that has requested to participate or intervene in a proceeding of the Dispute Resolution Tribunal to advise whether their request has been accepted or denied. A copy of this Form is to be kept on file.

[insert date]

TO: [name of interested person or intervenor]

AND TO: [insert name of party]

AND TO: [insert name of other party]

RE: Request to Participate as an Interested Person or Intervenor

The Dispute Resolution Tribunal confirms receipt of your request dated [insert date] _____ to participate in the dispute resolution services of the Dispute Resolution Tribunal between [insert names of parties] _____ as an interested person or intervenor.

Your request to participate as an interested person or intervenor has been [accepted/denied].

Sincerely,

Dispute Resolution Tribunal

Section Three: Agreements to Participate in Services Form

This Section sets out the forms that the parties must sign to agree to participate in the dispute resolution services of the Dispute Resolution Tribunal.

Form 21 - Agreement to Participate in the Circle Process

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and signed by all parties agreeing to participate in the Circle Process. A copy of this Form is to be kept on file.

BETWEEN:

(name of party in dispute)

AND:

(name of party in dispute)

AND:

(member of the Dispute Resolution Tribunal)

The parties wish to resolve on-reserve matrimonial real property issues in dispute between them through a Circle Process with the assistance of the member of the Dispute Resolution Tribunal (the 'Member').

In pursuing the Circle Process, the parties agree:

Good Faith, Courtesy and Respect

1. The parties will make a sincere attempt to discuss all issues fairly and in good faith.
2. The parties will treat each other and the Member and all other parties with courtesy and respect.

Role and Responsibilities of the Member

3. The Member is an impartial third party who does not represent either of the parties. The Member's role is to help the parties negotiate a voluntary settlement of the on-reserve matrimonial real property issues in dispute between them.
4. The Member may meet separately with the parties during the Circle Process.
5. The Member does not offer legal advice and has no duty to assert or protect the legal rights of any party, to raise any issue not raised by the parties themselves, or to determine who should participate in the Circle Process. The Member has no duty to ensure that enforceability or validity of any settlement through a Circle Agreement reached.

6. Should the parties not reach a settlement and the dispute proceed to a Mediation Process or Hearing Panel Process, the Member will not be assigned to provide dispute resolution services through either process.

Roles and Responsibilities of the Parties

7. The parties voluntarily enter into the Circle Process in an attempt to resolve the on-reserve matrimonial real property issues in dispute between them. The signing of this Agreement is evidence that the parties intend to conduct this Circle Process in an honest and forthright manner and to make a serious attempt to resolve the dispute.
8. The parties acknowledge that the primary responsibility for resolving the issues in dispute rests with the parties and not with the Member.
9. The parties agree to disclose all information pertinent to the issues in dispute, including any necessary financial information.

Confidentiality

10. If the Member believes information disclosed in a private discussion with one party is significant to the Circle Process, the Member may disclose the information to the other party unless the party making the disclosure clearly and specifically states that the disclosure is confidential.
11. Other than to the parties, the Member will not voluntarily disclose anything that is said or takes place in the Circle Process, unless the disclosure is required by law or is authorized by the person to whom the confidential information related.
12. Written or verbal communications made in the course of the Circle Process will not be used as evidence in any Dispute Resolution Tribunal process or other legal proceedings.
13. The parties may not compel the disclosure in any Dispute Resolution Tribunal process or other legal proceedings, of any documents received or prepared by the Member for settlement purposes.
14. The parties may not compel the Member to testify in any Dispute Resolution Tribunal process or other legal proceeding.

Ending the Circle Process

15. The parties or the Member may end the Circle Process at any time for any reason.

No Liability

16. The parties will not bring any claim against the Dispute Resolution Tribunal, its members, including the Member, for any act or omission in connection with the Circle Process.

Acknowledgement

17. The parties acknowledge that they have read and understand the terms contained in this Agreement.

Signature

18. By signing this Agreement, the parties acknowledge that they have read this Agreement and agree to proceed with the Circle Process based on the terms contained in this Agreement.

Signature of Party

Signature of Party

Witness

Witness

Date

Date

Form 22 - Agreement to Participate in the Mediation Process

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and signed by all parties agreeing to participate in the Mediation Process. A copy of this Form is to be kept on file.

BETWEEN:

(name of party in dispute)

AND:

(name of party in dispute)

AND:

(member of the Dispute Resolution Tribunal)

The parties wish to resolve on-reserve matrimonial real property issues in dispute between them through a Mediation Process with the assistance of the member of the Dispute Resolution Tribunal (the 'Member').

In pursuing the Mediation Process, the parties agree:

Good Faith, Courtesy and Respect

1. The parties will make a sincere attempt to discuss all issues fairly and in good faith.
2. The parties will treat each other and the Member and all other parties with courtesy and respect.

Role and Responsibilities of the Member

3. The Member is an impartial third party who does not represent either of the parties. The Member's role is to help the parties negotiate a voluntary settlement of the on-reserve matrimonial real property issues in dispute between them.
4. The Member may meet separately with the parties during the Mediation Process.
5. The Member does not offer legal advice and has no duty to assert or protect the legal rights of any party, to raise any issue not raised by the parties themselves, or to determine who

should participate in the Mediation Process. The Member has no duty to ensure that enforceability or validity of any settlement through a Mediation Agreement reached.

6. Should the parties not reach a settlement and the dispute proceed to a Hearing Panel Process, the Member will not be assigned to provide dispute resolution services through that process.

Roles and Responsibilities of the Parties

7. The parties voluntarily enter into the Mediation Process in an attempt to resolve the on-reserve matrimonial real property issues in dispute between them. The signing of this Agreement is evidence that the parties intend to conduct this Mediation Process in an honest and forthright manner and to make a serious attempt to resolve the dispute.
8. The parties acknowledge that the primary responsibility for resolving the issues in dispute rests with the parties and not with the Member.
9. The parties agree to disclose all information pertinent to the issues in dispute, including any necessary financial information.

Confidentiality

10. If the Member believes information disclosed in a private discussion with one party is significant to the Mediation Process, the Member may disclose the information to the other party unless the party making the disclosure clearly and specifically states that the disclosure is confidential.
11. Other than to the parties, the Member will not voluntarily disclose anything that is said or takes place in the Mediation Process, unless the disclosure is required by law or is authorized by the person to whom the confidential information related.
12. Written or verbal communications made in the course of the Mediation Process will not be used as evidence in any Dispute Resolution Tribunal process or other legal proceedings.
13. The parties may not compel the disclosure in any Dispute Resolution Tribunal process or other legal proceedings, of any documents received or prepared by the Member for settlement purposes.
14. The parties may not compel the Member to testify in any Dispute Resolution Tribunal process or other legal proceeding.

Ending the Mediation Process

15. The parties or the Member may end the Mediation Process at any time for any reason.

No Liability

16. The parties will not bring any claim against the Dispute Resolution Tribunal, its members, including the Member, for any act or omission in connection with the Mediation Process.

Acknowledgement

17. The parties acknowledge that they have read and understand the terms contained in this Agreement.

Signature

18. By signing this Agreement, the parties acknowledge that they have read this Agreement and agree to proceed with the Mediation Process based on the terms contained in this Agreement.

Signature of Party

Signature of Party

Witness

Witness

Date

Date

Form 23 - Agreement to Participate in the Hearing Panel Process

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and signed by all parties agreeing to participate in the Hearing Panel Process. A copy of this Form is to be kept on file.

BETWEEN:

(name of party in dispute)

AND:

(name of party in dispute)

AND:

(Hearing Panel of the Dispute Resolution Tribunal)

The parties wish to resolve on-reserve matrimonial real property issues in dispute between them through a Hearing Panel Process with the assistance of three members of the Dispute Resolution Tribunal (the Hearing Panel').

In pursuing the Hearing Panel Process, the parties agree:

Good Faith, Courtesy and Respect

1. The parties will make a sincere attempt to discuss all issues fairly and in good faith.
2. The parties will treat each other and the Hearing Panel and all other parties with courtesy and respect.

Role and Responsibilities of the Hearing Panel

3. The Hearing Panel is impartial and do not represent either of the parties. The Hearing Panel's role is to hear the on-reserve matrimonial real property issues in dispute between the parties and render a written decision on the issues.
4. The Hearing Panel does not offer legal advice and has no duty to assert or protect the legal rights of any party, to raise any issue not raised by the parties themselves, or to determine who should participate in the Hearing Panel Process.

Roles and Responsibilities of the Parties

5. The parties will participate in the Hearing Panel Process to resolve the on-reserve matrimonial real property issues in dispute between them. The signing of this Agreement is evidence that the parties intend to conduct this Hearing Panel Process in an honest and forthright manner to resolve the dispute.
6. The parties agree to disclose all information pertinent to the issues in dispute, including any necessary financial information.

Failure to Participate

7. The parties understand that should they fail or refuse to participate in the Hearing Panel Process, the Hearing Panel may conduct the Hearing Panel Process in the absence of that party, determine that the party is not entitled to further notice of the Hearing Panel Process, determine that the party is not entitled to present evidence or make submissions to the Hearing Panel, decide the dispute solely on the materials before it, and take any other action it considers appropriate.

Confidentiality

8. Other than to the parties, the Hearing Panel will not voluntarily disclose anything that is said or takes place in the Hearing Panel Process, unless the disclosure is required by law or is authorized by the person to whom the confidential information related.
9. Written or verbal communications made in the course of the Hearing Panel Process will not be used as evidence in any legal proceeding.
10. The parties may not compel the disclosure in any legal proceeding of any documents received or prepared by the Hearing Panel for settlement purposes.
11. The parties may not compel the Hearing Panel to testify in any legal proceeding.

Completion of the Hearing Panel Process

12. The Hearing Panel Process will be completed when the Hearing Panel adjourns the Hearing Panel Process.

No Liability

13. The parties will not bring any claim against the Dispute Resolution Tribunal, its members, including the Hearing Panel, for any act or omission in connection with the Hearing Panel Process.

Acknowledgement

14. The parties acknowledge that they have read and understand the terms contained in this Agreement.

Signature

15. By signing this Agreement, the parties acknowledge that they have read this Agreement and agree to proceed with the Hearing Panel Process based on the terms contained in this Agreement.

Signature of Party

Signature of Party

Witness

Witness

Date

Date

Section Four: Decision Template Forms

This Section sets out forms that the Dispute Resolution Tribunal can use at the end of the dispute resolution services to create final agreements or issue decisions.

Form 24 - Circle Agreement Template

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and signed by the parties following the completion or termination of a Circle Process. The completed Form is to be kept on file.

In the matrimonial real property dispute involving: *[insert name of parties]* _____

(collectively referred to as 'the parties') acknowledge that they voluntarily participated in a Circle Process conducted on *[insert date]* _____ with the assistance of *[insert name of member]* _____ who is a member of the Dispute Resolution Tribunal.

The parties confirm that the results of the Circle Process are: *[set out what the parties have agreed to **OR** if the parties were unable to reach an agreement].* _____

Acknowledgements:

1. The parties accept that the member of the Dispute Resolution Tribunal who provided assistance in the Circle Process cannot be asked by any of the parties to testify in any proceedings before a court of law.
2. The parties accept that all statements or documents obtained during the course of the Circle Process, which would not have been obtained otherwise, will not be used when discussing the matter before the court or during any other proceeding. The parties agree that all information obtained during the course of the Circle Process will not be admissible as evidence or to impeach the credibility of a party.
3. The parties understand that the member of the Dispute Resolution Tribunal or any party to the Circle Process shall not disclose to the public any confidential information concerning an issue submitted to the Circle Process unless the disclosure is required by law or is authorized by the person to whom the confidential information relates.
4. The parties understand that each party to the dispute and the Council are entitled to receive a copy of this Circle Agreement.

5. The parties may sign this Circle Agreement in counterparts.

Date at [insert location] _____ on [insert date] _____.

Signature of party: _____

Signature of party: _____

Form 25 - Mediation Agreement Template

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal and signed by the parties following the completion or termination of a Mediation Process. The completed Form is to be kept on file.

In the matrimonial real property dispute involving: *[insert name of parties]* _____

(collectively referred to as 'the parties') acknowledge that they voluntarily participated in a Mediation Process conducted on [insert date] _____ with the assistance of [insert name of member] _____ who is a member of the Dispute Resolution Tribunal.

The parties confirm that the results of the Mediation Process are: [set out what the parties have agreed to **OR** if the parties were unable to reach an agreement].

Acknowledgements:

1. The parties accept that the member of the Dispute Resolution Tribunal who provided assistance in the Mediation Process cannot be asked by any of the parties to testify in any proceedings before a court of law.
2. The parties accept that all statements or documents obtained during the course of the Mediation Process, which would not have been obtained otherwise, will not be used when discussing the matter before the court or during any other proceeding. The parties agree that all information obtained during the course of the Mediation Process will not be admissible as evidence or to impeach the credibility of a party.
3. The parties understand that the member of the Dispute Resolution Tribunal or any party to the Mediation Process shall not disclose to the public any confidential information concerning an issue submitted to the Mediation Process unless the disclosure is required by law or is authorized by the person to whom the confidential information relates.
4. The parties understand that each party to the dispute and the Council are entitled to receive a copy of this Mediation Agreement.

5. The parties may sign this Mediation Agreement in counterparts.

Date at [insert location] _____ on [insert date] _____.

Signature of party: _____

Signature of party: _____

Form 26 - Hearing Panel Decision Template

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal following the completion of the Dispute Resolution Tribunal Hearing Panel. The completed Form is to be kept on file.

MATRIMONIAL REAL PROPERTY DISPUTE HEARING PANEL DECISION

In the matrimonial real property dispute involving: [insert name of the parties] _____
_____ (collectively referred to as 'the parties').

Hearing Panel:[list names of Hearing Panel members]

Introduction

1. A Hearing Panel was conducted by the Dispute Resolution Tribunal to assist the parties in resolving their matrimonial real property dispute.
2. The Hearing Panel heard from the parties on [set out date of when the Hearing Panel was conducted] _____. The parties were self-represented [or represented by legal counsel].
3. The parties presented their information and documents to the Hearing Panel through [set out how it was presented such as in person, through written submissions, or other ways] _____.
4. The parties called the following witnesses: [list any witnesses that were called and by which party] _____.
5. The Hearing Panel heard from [did not hear from] the Chief and Council of the [insert name of the First Nation] _____.
6. The Hearing Panel heard from [insert names of any directly affected persons, interested person or intervenors] _____.

Issues in Dispute

7. The issues in dispute between the parties are:
 - a. [list what the dispute issues were]
 - b. [list what the dispute issues were]
 - c. [list what the dispute issues were]
 - d. [list what the dispute issues were]

8. The Hearing Panel determined that these issues were within the authority of the Dispute Resolution Tribunal's authority to decide.

Information Presented

9. The position of party [insert name of first party] _____ was [set out what his/her position was] _____. The party presented the following information to support his/her position: [summarize the information presented by the party] _____.
10. The position of party [insert name of second party] _____ was [set out what his/her position was] _____. The party presented the following information to support his/her position: [summarize the information presented by the party] _____.
11. The position of Chief and Council was [set out their position, if applicable] _____.
12. The position of [any directly affected persons, interested person or intervenors, if applicable] was _____.

Analysis and Findings

13. The Hearing Panel's analysis of the issues in dispute is as follows: [set out what the analysis of each issue is based on the information presented by the parties] _____.
14. Based on the above analysis, the Hearing Panel's findings are as follows: [set out what the Hearing Panel's findings are, such as how the matrimonial real property will be divided, etc. Note: the findings need to be directly linked to the issues in dispute, the information presented by the parties, the matrimonial real property law, and the Dispute Resolution Policy] _____.

Order

15. The Hearing Panel orders as follows: [set out any orders that it makes. Note: the orders need to be directly linked to the issues in dispute, the information presented by the parties, the matrimonial real property law, and the Dispute Resolution Policy] _____.

Date of Decision: _____

Signatures of the Hearing Panel: _____

Form 27 - Decision to Reject a Dispute Without a Hearing

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Dispute Resolution Tribunal where it rejects a dispute without a hearing.
The completed Form is to be kept on file.

In the matrimonial real property dispute involving: *[insert names of all parties]* _____

_____.

In accordance with the Dispute Resolution Policy, the Dispute Resolution Tribunal has determined that the dispute will be rejected without a hearing on its merits due to:

[check the box that applies]

- The dispute is not within the mandate of the matrimonial real property law or the Dispute Resolution Policy.
- The dispute is frivolous, vexatious or an abuse of process.
- A party to the dispute acted or attempted to act in a way to improperly influence the decision of the members of the Dispute Resolution Tribunal.

Date of decision: _____

Signature of Dispute Resolution Tribunal: _____

Section Five: Tribunal Membership Forms

This Section sets out the forms that are used to apply to be a member of the Dispute Resolution Tribunal.

Form 28 - Application Form to be Tribunal Member

INSTRUCTIONS FOR OFFICE USE:

To be completed by all persons applying to be a member of the Dispute Resolution Tribunal.
A copy of this Form is to be kept on file.

Please Read Carefully Before Completing

The Council of the [insert name of First Nation] welcomes the interest of qualified persons wishing to be considered to be selected as a member of the Dispute Resolution Tribunal.

A person wishing to be considered must complete this application form and submit it to the Council at [insert address].

The Council will keep all information collected in confidence.

All information in this application form must be completed. Please print or type. Attach additional sheets if necessary.

Part 1: Personal Information

Full Legal Name:	
Address:	
Telephone Number:	
Email:	
Occupation:	
Band Registry Number (if applicable):	

Part 2: Your Interest

Please explain why you are interested in serving as a member of the Dispute Resolution Tribunal:

Part 3: Personal and Professional Experience

Please describe your personal and professional experience and how it will assist you as a member of the Dispute Resolution Tribunal:

Part 4: Understanding of the First Nation

Please describe your understanding about the First Nation and its customs, traditions and practices:

Part 5: Knowledge of Matrimonial Real Property

Please describe your knowledge of matrimonial real property:

Part 6: Knowledge of Dispute Resolution

Please describe your knowledge of dispute resolution:

Part 7: References

Please provide the name and contact information of three references. In providing these references, you confirm that these individuals have consented to act as your reference for this application.

Reference #1:

Name: _____

Contact Information: _____

Relationship to you: _____

Reference #2:

Name: _____

Contact Information: _____

Relationship to you: _____

Reference #3:

Name: _____

Contact Information: _____

Relationship to you: _____

Part 8: Signature and Date

Please sign and date this Application Form to be a Member of the Dispute Resolution Tribunal:

I, _____ confirm that the information provided in this Application Form to be a Member of the Dispute Resolution Tribunal is accurate and correct.

I understand that this information will be used by Council to determine if I am selected as a Member of the Dispute Resolution Tribunal.

Signature

Date

Form 29 - Screening Form of Applications to be Tribunal Member

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Council and used to screen Applications to be a Member of the Dispute Resolution Tribunal. A copy of this Form is to be kept on file.

Date application received: _____

Name of person applying: _____

	Yes	No
1. All requested information in the Application Form is complete.		
2. The person demonstrates a valid interest in serving as a member of the Dispute Resolution Tribunal.		
3. The person has personal and professional experience that will assist them in being a member of the Dispute Resolution Tribunal.		
4. The person has an understanding of the First Nation and its customs, traditions and practices.		
5. The person has knowledge about matrimonial real property.		
6. The person has knowledge about dispute resolution.		
7. The person's references supported their application.		

Decision

Based on the information provided in the Application Form, Council has determined that the person's request to be a member of the Dispute Resolution Tribunal is:

Approved

Denied

Reason: *(please specify)* _____

Form 30 - Form Accepting/Denying Application for Tribunal Member

INSTRUCTIONS FOR OFFICE USE:

To be completed by the Council and provided to a person that has applied to be a Member of the Dispute Resolution Tribunal to advise whether the application has been accepted or denied. A copy of this Form is to be kept on file.

[insert date]

TO:[name of person applying to be a member]

RE:Application to be a Member of the Dispute Resolution Tribunal

The Council confirms receipt of your application dated [insert date] _____ to be a member of the Dispute Resolution Tribunal.

(NOTE: select the applicable paragraph and delete the other)

After careful consideration, we regret to inform you that your application has been denied for the following reasons: [explain reasons for denial]

We thank you for your interest in the Dispute Resolution Tribunal.

(OR select)

We are pleased to advise that you have been selected to be a member of the Dispute Resolution Tribunal. We are certain that you will fulfill your responsibilities to providing on-reserve matrimonial real property dispute resolution services to our community with the utmost respect, integrity, and fairness.

We are attaching the following documents that further explain the responsibilities of the Dispute Resolution Tribunal: Dispute Resolution Policy, Code of Conduct of Tribunal Members, and [insert title of any other documents provided] _____.

We will be in further contact with you to complete the necessary paperwork and to schedule an orientation session. Welcome to the Dispute Resolution Tribunal.

Sincerely,

Chief & Council

[insert name of First Nation]

Form 31 - Code of Conduct of Tribunal Members

INSTRUCTIONS FOR OFFICE USE:

To be completed by all members of the Dispute Resolution Tribunal to agree to follow the Code of Conduct. A copy of this Code of Conduct is to be kept on file.

As a member of the Dispute Resolution Tribunal, I agree to the following Code of Conduct:

Integrity

- a. Making a positive difference in the lives of our people.
- b. Striving to generate sustainable benefits with long-lasting impact for our people.
- c. Being truthful and ethical.
- d. Respecting confidentiality in dealings with clients and the Dispute Resolution Tribunal.
- e. Declaring and managing conflicts between my private interests and duties to the Dispute Resolution Tribunal.
- f. Being consistent and fair in dealing with others.
- g. Upholding the highest ethical standards to enhance confidence in the honesty, fairness and impartiality of the Dispute Resolution Tribunal.
- h. Acting at all times with integrity.
- i. Being proud of the work of the Dispute Resolution Tribunal and celebrating our successes.

Accountability:

- a. Taking responsibility for my work.
- b. Accepting responsibility for my decisions and actions.
- c. Honouring and meeting my commitments.

Leadership:

- a. Valuing leadership, initiative and the application of best practices in my work.
- b. Seeking out and responding to the needs of clients and the Dispute Resolution Tribunal.
- c. Pursuing excellence.
- d. Seeking growth and development opportunities.

Collaboration:

- a. Actively collaborating to acquire the knowledge and expertise needed to generate the best dispute resolution services possible.
- b. Promoting teamwork and information sharing to leverage our strengths.

Accountability:

- a. Being accountable to the Dispute Resolution Tribunal and the clients we serve.
- b. Respecting and carrying out my duties in accordance with the policies, procedures and practices of the Dispute Resolution Tribunal in an impartial manner.

Respect for People:

- a. Treating all people with respect, dignity and fairness.
- b. Helping to create and maintain a safe and healthy place that is free from discrimination and harassment.
- c. Valuing diversity and the benefit of combining the unique qualities and strengths of others.
- d. Working together in a spirit of openness, honesty and transparency that promotes engagement, collaboration and respectful communication.

Excellence:

- a. Designing and delivering services that are beneficial to our people.
- b. Striving for high-performance through engagement, collaboration, effective teamwork and professional development.
- c. Providing fair, timely, efficient and effective services that respect the diverse cultures and traditions of our people.
- d. Continually improving the quality of services that I provide.

Acknowledgement:

I understand that as a member of the Dispute Resolution Tribunal, I am required to comply with the Code of Conduct and failure to do so may lead to my removal from the Dispute Resolution Tribunal.

Signature of Member

Date

Section Six: Additional Items for Consideration

This Section sets out additional areas that the First Nation may wish to develop to promote the services of the Dispute Resolution Tribunal and to administer the Dispute Resolution Tribunal.

General Overview of Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to use this overview to provide information about and to promote the services of the Dispute Resolution Tribunal.

Matrimonial Real Property

The [insert name of First Nation] enacted our [insert name of matrimonial real property law] on [insert date] which is a law centered in our culture, traditions and practices that govern how on-reserve matrimonial real property issues on separation or survivorship will be resolved. The [insert name of First Nation] enacted a Dispute Resolution Policy to resolve issues that arise under the [insert name of matrimonial real property law] through a dispute resolution process that is fair, transparent, accessible, and respectful of our culture, traditions and practices. [Delete this paragraph if the First Nation is under the *Family Homes on Reserve and Matrimonial Interests or Rights Act*, and use the following alternate wording instead]

ALTERNATE WORDING: The *Family Homes on Reserve and Matrimonial Interests or Rights Act* (the Act) and the Provisional Federal Rules provide basic protections and rights to individuals on-reserve regarding the family home and other matrimonial interests or rights during a relationship, in the event of a relationship breakdown and upon death of a spouse or common law partner. The [insert name of First Nation] enacted a Dispute Resolution Policy to assist individuals in resolving on-reserve matrimonial real property issues with [insert name of First Nation] arising in the context of the Act as an alternative to having a provincial superior court address the matter. [Delete this paragraph if the First Nation has its own matrimonial real property law]

Dispute Resolution Tribunal

The Dispute Resolution Policy establishes a Dispute Resolution Tribunal that has the power to resolve disputes concerning on-reserve matrimonial real property issues on separation or survivorship within the [insert name of First Nation] if the parties mutually agree to enter the dispute resolution process.

The Dispute Resolution Tribunal does not have the power to determine matrimonial real property matters off-reserve or solely between non-members who may reside in the [insert name of First Nation].

The Dispute Resolution Tribunal only has the authority to address issues concerning on-reserve matrimonial real property, which generally refers to the house and the land. It does not have the authority to address issues concerning personal property such as money in the bank and household items or issues such as child custody, or child and spousal support.

The Dispute Resolution Tribunal is comprised of members of the [insert name of First Nation], who are trained in dispute resolution services.

Types of Services

The Dispute Resolution Tribunal provides three main stages of dispute resolution:

Stage One: Circle Process – a voluntary informal process where the parties to the dispute come together with the assistance of one or more members of the Dispute Resolution Tribunal to work towards resolving the dispute concerning the on-reserve matrimonial real property matter on separation or survivorship. Any agreement reached through the circle process to resolve the dispute is made by the parties to the dispute.

Stage Two: Mediation Process – a voluntary facilitated process where the parties to the dispute make their best efforts to resolve the dispute concerning the on-reserve matrimonial real property matter on separation or survivorship with the assistance of one member of the Dispute Resolution Tribunal. Any agreement reached through the mediation process to resolve the dispute is made by the parties to the dispute.

Stage Three: Hearing Process – a mandatory formal process where the parties to the dispute present their evidence and submissions to a panel of three members of the Dispute Resolution Tribunal to resolve the dispute concerning the on-reserve matrimonial real property matter on separation or survivorship. The Dispute Resolution Tribunal will make a decision to resolve the dispute. Subject to agreement of the parties, the decision may be binding.

In certain circumstances, the dispute may proceed through each of the stages if it is not resolved at an earlier stage and if the parties to the dispute mutually agree to proceed to the next stage.

The parties to a dispute maintain the right to refer on-reserve matrimonial real property issues to a court.

Use of the Dispute Resolution Services

The parties to the dispute must apply to use the dispute resolution services. If the application is accepted, the Dispute Resolution Tribunal will work with the parties to schedule and arrange for the dispute resolution services to be conducted.

The dispute resolution services are provided for a fee in accordance with the [insert name of First Nation] fees.

Additional Information

Requests for additional information about the dispute resolution services should be directed to the [insert name of First Nation and contact information].

Graphic Description of the Dispute Resolution Services

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to use this graphic description to provide information about and to promote the services of the Dispute Resolution Tribunal.

Dispute Resolution Tribunal

The [insert name of First Nation] has developed a Dispute Resolution Tribunal (Tribunal) to resolve on-reserve matrimonial real property issues where spouses who live on-reserve have separated or where a spouse has died.

What is Matrimonial Real Property?

Matrimonial real property refers generally to the home and land where the spouses live.



It does not include child support, custody, or person property such as vehicles or money in the bank.



Stages of Dispute Resolution Services

The Tribunal offers 3 Stages of dispute resolution services:



The **Circle Process** is a voluntary process where with the assistance of a member of the Tribunal, the parties work towards resolving the dispute. Any agreement reached is made by the parties.

The **Mediation Process** is a voluntary facilitated process where the parties work with a member of the Tribunal towards resolving the dispute. Any agreement reached is made by the parties.



The **Hearing Panel** process is a more formal process where three members of the Tribunal hear information from the parties and make a decision to resolve the dispute. The decision may be binding or non-binding.

While the goal of the dispute resolution services is to resolve the matrimonial real property issues through a process outside of the court system, the parties maintain the right to refer on-reserve matrimonial real property issues to a court.

More Information

Please contact the [insert name of First Nation] to request more information about the Tribunal and its dispute resolution services [add contact information].



General Summary of Powers of the Dispute Resolution Tribunal

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to use this summary to share information about the powers of the Dispute Resolution Tribunal.

Disclaimer

This summary of the powers of the Dispute Resolution Tribunal is only for convenience purposes, and should not be relied on as an exhaustive list of all powers of the Dispute Resolution Tribunal. Users are instructed to refer directly to the matrimonial real property law and the Dispute Resolution Policy for the full list of powers of the Dispute Resolution Tribunal.

Procedural Powers

As set out in the Dispute Resolution Policy (Policy), the Dispute Resolution Tribunal has the following procedural powers to provide for a fair, just, and timely dispute resolution process:

- a. Lengthen or shorten any time limit in the Policy;
- b. Add or remove a party;
- c. Allow for the parties to amend their documents;
- d. Direct that a party receive a notice of a proceeding, including the Council;
- e. Define and narrow the issues in order to decide the application;
- f. Decide the order that issues in the proceeding will be considered and determined;
- g. Decide the order that evidence in the proceeding will be presented;
- h. Allow a party to provide a statement before the start of any questions;
- i. Ask questions of a party or witness;
- j. Limit the evidence or submissions on an issue;
- k. Advise when additional evidence or witnesses may assist the Dispute Resolution Tribunal;
- l. Make or order the examination of records or other inquiries that it considers necessary;
- m. Require a party or other person to produce a document, information, or thing that it considers necessary;
- n. Where reasonable, on the request of a party, direct the other party to provide a report, statement, or evidence, or produce a witness;
- o. Direct that a party or witness be asked questions about a report, statement or evidence they provide;
- p. Make other orders as necessary to give effect to an order or direction under the Policy;
- q. Make terms or conditions to any order or direction;
- r. Consider the public interest; and
- s. Take any other action that the Dispute Resolution Tribunal determines is appropriate.

Decision Making Authority (Customary or Traditional)

As set out in the Policy, the Dispute Resolution Tribunal has the authority to make the following types of decisions in a Hearing Panel Process:

- a. Determine whether or not a structure is the matrimonial home and if so, its extent;
- b. Authorize the disposition or encumbrance of the matrimonial home without the consent of a spouse if the spouse cannot be found or does not contest the application, is not capable of giving or withholding consent, or is unreasonably withholding consent;
- c. Declare as of no effect and set aside any sale or encumbrance of a matrimonial home made in contravention of the matrimonial real property law;
- d. Make any order that it considers necessary to stop or restrict the irresponsible depletion of matrimonial real property;
- e. Determine what the matrimonial real property is and its value;
- f. Determine the date for fixing the value of the matrimonial real property;
- g. Determine the amount payable by one spouse to the other;
- h. Provide for the method by which the amount payable be settled, including:
 - i. Payment of the amount in a lump sum;
 - ii. Payment of the amount by installments;
 - iii. The transfer of a right or interest such as a customary or traditional land holding in accordance with the matrimonial real property law;
 - iv. The set-off or compensation of any amounts owed by one spouse to the other;
or
 - v. Any combination of these methods.
- i. Divide the matrimonial real property in unequal shares or adjust the payments if it considers that it would be unfair and inequitable after considering:
 - i. The best interests and welfare of a child, including the need to provide accommodation or to properly support a child;
 - ii. Any payments payable for the support of a child and any financial responsibility related to the care and upbringing of a child;
 - iii. Any domestic agreement between the parties;
 - iv. Any agreement between one or both spouses and a third party;
 - v. The length of time that the spouses have lived together;
 - vi. The length of time, if any, that the spouses have lived separate and apart;
 - vii. The date when the matrimonial real property was acquired;
 - viii. Any significant change in the value of the interests or rights in question between the day for fixing the value date and the day in which the order is made;

- ix. Whether one spouse has exclusive occupation of the matrimonial home by agreement or order;
 - x. The process used by the [insert name of First Nation] to determine and allot customary or traditional land holdings;
 - xi. The interests of any other party or third party where the matrimonial real property is held in accordance with a customary or traditional land holding;
 - xii. Any contribution, whether financial or in some other form, made directly or indirectly by a third party on behalf of a spouse to the acquisition, disposition, operation, management or use of the matrimonial real property;
 - xiii. Any direct or indirect contribution made by one spouse to the career or career potential of the other spouse;
 - xiv. The extent to which the financial means and earning capacity of each spouse has been affected by the responsibilities and other circumstances of the marriage or common-law relationship;
 - xv. Any substantial gift of property by a spouse to a third party or any transfer of property by a spouse to a third party other than a bona fide purchaser for value;
 - xvi. Any previous distribution of property between the spouses by gift or agreement or pursuant to any order of a court;
 - xvii. Any tax liability that may be incurred by a spouse as a result of any transfer or sale of property or any order made by a court;
 - xviii. Any dissipation or reduction in value of the property caused by a spouse;
 - xix. Any benefit received or receivable by the surviving spouse as a result of the death of their spouse;
 - xx. Any financial interest or other interests of the [insert name of First Nation] or third party in the matrimonial real property;
 - xxi. Any debts or liabilities of a spouse, including debts paid during the course of the marriage or common-law relationship;
 - xxii. The value of other property that is subject to division or has been divided under the applicable family law of a province; or
 - xxiii. Any other relevant fact or circumstance.
- j. May attach any conditions it considers appropriate to its decision or order under the matrimonial real property law and give such directions as are necessary for those purposes;
 - k. Make a decision or order on an emergency or temporary basis;
 - l. Make a decision or order without prior notice to another party if the Hearing Panel believes it is justified in the circumstances;

- m. Determine the best interests and welfare of a child in considering the possible disruptive effects on a child to move to another accommodation, and the child's preferences, if they can be reasonably determined;
- n. Determine the best interests and welfare of a child where a non-member spouse has custody of a child who is a member;
- o. Determine the best interests and welfare of a child where a non-member surviving spouse has a minor child who is a member;
- p. Make a decision or order concerning occupancy where the surviving spouse is a non-member taking into consideration the length of time that the spouse has resided in [insert name of First Nation], the age of the surviving spouse, the contributions the surviving spouse has made to the matrimonial home and the First Nation, any children of the marriage, and other relevant factors;
- q. Grant leave to consider late applications submitted beyond any time limit as set out in the matrimonial real property law where there are exceptional circumstances that justify the late application;
- r. Confirm, vary or revoke any order or decision made under the matrimonial real property law; and
- s. Costs.

Decision Making Authority (Indian Act or Land Code)

As set out in the Policy, the Dispute Resolution Tribunal has the authority to make the following types of decisions in a Hearing Panel Process:

- a. Determine whether or not a structure is the matrimonial home and if so, its extent;
- b. Authorize the disposition or encumbrance of the matrimonial home without the consent of a spouse if the spouse cannot be found or does not contest the application, is not capable of giving or withholding consent, or is unreasonably withholding consent;
- c. Declare as of no effect and set aside any sale or encumbrance of a matrimonial home made in contravention of the matrimonial real property law;
- d. Make any order that it considers necessary to stop or restrict the irresponsible depletion of matrimonial real property;
- e. Determine what the matrimonial real property is and its value;
- f. Determine the date for fixing the value of the matrimonial real property;
- g. Determine the amount payable by one spouse to the other;
- h. Provide for the method by which the amount payable be settled, including:
 - i. Payment of the amount in a lump sum;
 - ii. Payment of the amount by installments;

- iii. The transfer of a right or interest such as a certificate of possession or certificate of entitlement in accordance with the matrimonial real property law;
 - iv. The set-off or compensation of any amounts owed by one spouse to the other; or
 - v. Any combination of these methods.
- i. Divide the matrimonial real property in unequal shares or adjust the payments if it considers that it would be unfair and inequitable after considering:
- i. The best interests and welfare of a child, including the need to provide accommodation or to properly support a child;
 - ii. Any payments payable for the support of a child and any financial responsibility related to the care and upbringing of a child;
 - iii. Any domestic agreement between the parties;
 - iv. Any agreement between one or both spouses and a third party;
 - v. The length of time that the spouses have lived together;
 - vi. The length of time, if any, that the spouses have lived separate and apart;
 - vii. The date when the matrimonial real property was acquired;
 - viii. Any significant change in the value of the interests or rights in question between the day for fixing the value date and the day in which the order is made;
 - ix. Whether one spouse has exclusive occupation of the matrimonial home by agreement or order;
 - x. Any contribution, whether financial or in some other form, made directly or indirectly by a third party on behalf of a spouse to the acquisition, disposition, operation, management or use of the matrimonial real property;
 - xi. Any direct or indirect contribution made by one spouse to the career or career potential of the other spouse;
 - xii. The extent to which the financial means and earning capacity of each spouse has been affected by the responsibilities and other circumstances of the marriage or common-law relationship;
 - xiii. Any substantial gift of property by a spouse to a third party or any transfer of property by a spouse to a third party other than a bona fide purchaser for value;
 - xiv. Any previous distribution of property between the spouses by gift or agreement or pursuant to any order of a court;
 - xv. Any tax liability that may be incurred by a spouse as a result of any transfer or sale of property or any order made by a court;
 - xvi. Any dissipation or reduction in value of the property caused by a spouse;
 - xvii. Any benefit received or receivable by the surviving spouse as a result of the death of their spouse;
 - xviii. Any financial interest or other interests of the [insert name of First Nation] or third party in the matrimonial real property;
 - xix. Any debts or liabilities of a spouse, including debts paid during the course of the marriage or common-law relationship;

- xx. The value of other property that is subject to division or has been divided under the applicable family law of a province; or
 - xxi. Any other relevant fact or circumstance.
-
- j. May attach any conditions it considers appropriate to its decision or order under the matrimonial real property law and give such directions as are necessary for those purposes;
 - k. Make a decision or order on an emergency or temporary basis;
 - l. Make a decision or order without prior notice to another party if the Hearing Panel believes it is justified in the circumstances;
 - m. Determine the best interests and welfare of a child in considering the possible disruptive effects on a child to move to another accommodation, and the child's preferences, if they can be reasonably determined;
 - n. Determine the best interests and welfare of a child where a non-member spouse has custody of a child who is a member;
 - o. Determine the best interests and welfare of a child where a non-member surviving spouse has a minor child who is a member;
 - p. Make a decision or order concerning occupancy where the surviving spouse is a non-member taking into consideration the length of time that the spouse has resided in [insert name of First Nation], the age of the surviving spouse, the contributions the surviving spouse has made to the matrimonial home and the First Nation, any children of the marriage, and other relevant factors;
 - q. Grant leave to consider late applications submitted beyond any time limit as set out in the matrimonial real property law where there are exceptional circumstances that justify the late application;
 - r. Confirm, vary or revoke any order or decision made under the matrimonial real property law; and
 - s. Costs.

Additional Powers in the Hearing Panel Process

As set out in the Policy, the Dispute Resolution Tribunal may:

- Reject a dispute without a hearing if it determines that:
 - The dispute is not within the mandate of the matrimonial real property law or the Policy;
 - The dispute is frivolous, vexatious or an abuse of process; or
 - A party to the dispute acted or attempted to act in a way to improperly influence the decision of the members of the Dispute Resolution Tribunal.

- Where a party has been notified of the hearing process and fails to or refuses to attend, the Dispute Resolution Tribunal may:
 - Conduct the hearing process in the absence of that party;
 - Determine that the party is not entitled to further notice of the hearing process;
 - Determine that the party is not entitled to present evidence or make submissions to the Hearing Panel;
 - Decide the dispute based solely on the materials before it; and
 - Take any other action it considers appropriate.

Further powers of the Dispute Resolution Tribunal are set out in the matrimonial real property law and the Dispute Resolution Policy.

Fees for Services

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to use this information to create a policy on the Dispute Resolution Tribunal's fees for services, if applicable.

The Dispute Resolution Tribunal charges fees for dispute resolution services and for expenses incurred in delivering the dispute resolution services.

The parties equally share the cost for fees and expenses charged by the Dispute Resolution Tribunal.

The parties and the Dispute Resolution Tribunal will enter into a written agreement on fees and expenses before the start of any dispute resolution services being provided.

Fees

The Dispute Resolution Tribunal charges fees for all time spent preparing for dispute resolution services, conducting dispute resolution services, and writing dispute resolution service decisions.

The Dispute Resolution Tribunal charges an [hourly rate/set rate] of \$_____.

Expenses

The Dispute Resolution Tribunal charges expenses at the costs incurred. Expenses may include any travel costs and meeting costs associated with providing the dispute resolution services to the parties.

Remuneration and Expenses

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to use this information to create a policy for the remuneration and payment of expenses for members of the Dispute Resolution Tribunal.

Remuneration

A member of the Dispute Resolution Tribunal will be paid a per diem of [insert amount] \$_____ per day for time spent preparing for dispute resolution services, conducting dispute resolution services, or writing a decision of the dispute resolution services.

The member will be required to submit a per diem claim to the Dispute Resolution Tribunal that clearly states the date and time spent and the services provided.

Expense Claims

A member must submit original itemized receipts for transportation, parking, accommodations and any other costs with their expense claims for reimbursement. Expense claims are subject to verification and approval by the Dispute Resolution Tribunal.

Areas for Training of Tribunal Members

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to use this information to determine areas for training for the Dispute Resolution Tribunal.

The following list of possible areas for training of members of the Dispute Resolution Tribunal should not be viewed as exhaustive or prescriptive. The First Nation may wish to provide additional or alternative training than the areas listed below.

Dispute Resolution Process Training

- Training on the Dispute Resolution Policy (Policy)
- Training on the Dispute Resolution Tribunal's mandate, jurisdiction, powers, and decision-making authority
- Training on how to conduct dispute resolution services under the Policy
- Training on how to write Circle Agreements, Mediation Agreements, and Hearing Panel decisions
- Training on the duty of fairness and the guiding principles of the Dispute Resolution Tribunal
- Training on evidence, witnesses, intervenors, self-represented parties
- Training on conflict of interest and confidentiality

Training on Applicable Laws

- Training on the First Nation's matrimonial real property law (if applicable)
- Training on the *Family Homes on Reserve and Matrimonial Interests or Rights Act* and the Provisional Federal Rules (if applicable)
- Training on the First Nation's Land Code (if applicable)
- Training on land holdings under the *Indian Act* (if applicable)
- Training on the customary or traditional land holdings of the First Nation (if applicable)
- Training in the culture, traditions, and languages of the First Nation
- Human rights and discrimination training

Starting a Circle or Mediation Process

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to develop opening statements or scripts that members of the Dispute Resolution Tribunal can use at the start of a Circle or Mediation Process to explain the process and ground rules that the parties and the Dispute Resolution Tribunal will be required to follow in using the dispute resolution service. This template can be modified as required.

Hello, my name is [state your name] and I am a member of the Dispute Resolution Tribunal and will be conducting the [Circle/Mediation]. I would like to welcome everyone here today that will be participating in the [Circle/Mediation]. I would like to ask everyone to please tell us your name and what capacity you are here in, such as if you are one of the parties to the dispute or if you are attending as a representative of Chief and Council. [Note: allow all parties introduce themselves and state what capacity they are there in]

I want to remind you that this is a voluntary process. We are here today because [insert name of party] and [insert name of party] have requested the Dispute Resolution Tribunal to assist them in working towards resolving the matrimonial real property dispute. The mandate of the Dispute Resolution Tribunal only includes providing dispute resolution services in matters that concern matrimonial real property, which generally means the house and the land that the spouses have. The mandate of the Dispute Resolution Tribunal does not include providing dispute resolution services for such issues as child custody, child access, child support, money in the bank, or items in the house. Those type of issues need to be discussed elsewhere, they will not be part of the issues we will be discussing during this [Circle/Mediation] process.

Before we begin, we have some ground rules that we would like to review to ensure that everyone understands how the [Circle/Mediation] will work and also what the expectations and responsibilities are of everyone participating.

First, it is expected that everyone who participates in and attends the [Circle/Mediation] will treat one another with courtesy and respect. This includes allowing one another to speak without interrupting them, taking turns to speak, and using appropriate language that does not include name-calling or swearing. We will be using an [eagle feather/talking stick], which will assist us in ensuring that everyone has the chance to speak if they wish.

Second, we will be discussing some issues that are difficult to talk about and that may cause different emotions in people such as anger or sadness. We ask that when you feel these emotions that you reach out for support or ask for a break in the [Circle/Mediation]. We will have traditional medicines here that are available to use if anyone needs them.

Third, it is important that certain procedures be followed in the [Circle/Mediation]. This includes attending any dates that we have scheduled together for the [Circle/Mediation], showing up on time, and being prepared to participate. If you are unable to attend a scheduled date, we ask that you notify the Dispute Resolution Tribunal at the earliest opportunity and we will inform the other person to the dispute and anyone else that may have been scheduled to attend. If you are more

than [insert time] late, the [Circle/Mediation] process that date will not proceed and will be rescheduled. The [Circle/Mediation] can only work properly if we respect these procedures.

Fourth, communication between the people in the dispute and the Dispute Resolution Tribunal is essential in the [Circle/Mediation]. This means that any information or documents shared with or relied upon in the [Circle/Mediation] will be shared with the other party to the dispute and myself.

Fifth, the [Circle/Mediation] is a closed proceeding and only the people that are part of the dispute, myself, and others that have been approved to attend, may attend the [Circle/Mediation]. This means that members of the general public can't attend. Where someone else has been approved to attend, such as a witness, that person will only be attending that portion of the [Circle/Mediation] that they have been approved to attend, they will not attend the entire [Circle/Mediation]. The [Circle/Mediation] is not recorded in any way, either through audio or visual recording.

Sixth, you are responsible for you own costs to attend and participate in the [Circle/Mediation]. If you have someone else attending with you, such as a support person, a lawyer, or a witness, you are also responsible for their costs to attend and participate. The Dispute Resolution Tribunal will not pay for your costs or the costs of others to attend.

In addition to these ground rules, it is important that everyone understands the roles and responsibilities of those that are participating in the [Circle/Mediation].

My role, as the selected member of the Dispute Resolution Tribunal, is to assist the parties to the dispute to come together to work towards resolving the dispute concerning the on-reserve matrimonial real property matter on their [separation/survivorship]. I do not have the authority to make people attend the [Circle/Mediation] as this is a voluntary process. I also do not have the authority to make a decision on how to resolve these matrimonial real property matters or to force an agreement between the parties. Any decision or agreement reached through the [Circle/Mediation] is to be made by the parties.

Your role, as the parties to this dispute, is to follow the ground rules that we have just discussed. You are responsible for coming to the [Circle/Mediation] prepared and ready to try to work towards resolving the matrimonial real property issues that are in dispute. Where you are able to mutually reach an agreement on how to resolve the matrimonial real property issues in dispute, the terms and conditions that you have agreed to will be produced in a written agreement that you will be asked to sign. If you are unable to reach agreement in this [Circle/Mediation] to resolve the matrimonial real property issues, an agreement will be written that states you are unable to reach a mutual agreement through this process. You may then apply to use a different service of the Dispute Resolution Tribunal such as the [Mediation/Hearing Process] to work towards resolving the matrimonial real property dispute.

Are there any questions that anybody has regarding this process? Do you understand what was just discussed? [Note: allow for the parties to ask any questions]

To confirm that you understand this process and agree to participate in this [Circle/Mediation] we will now review together this Agreement to Participate in [Circle Process/Mediation Process] and will ask that you sign it. [Note: provide the parties with either the Agreement to Participate in Circle Process or the Agreement to Participate in Mediation Process (whichever is applicable), read it, and then have all parties sign it.]

Now that we have reviewed the ground rules and have signed the Agreement to Participate, I would ask the parties in the dispute to explain why they are here today and what matrimonial real property issues are in dispute for us to discuss in this [Circle/Mediation].

Starting a Hearing Panel Process

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to develop opening statements or scripts that members of the Dispute Resolution Tribunal can use at the start of a Hearing Panel process to explain the process and ground rules that the parties and the Dispute Resolution Tribunal will be required to follow in using the dispute resolution service. This template can be modified as required.

Hello, our names are [all 3 Dispute Resolution Tribunal members to state their names] and we are the members of the Dispute Resolution Tribunal that will be conducting the Hearing Panel. We would like to welcome everyone here today that will be participating in the Hearing Panel. We would like to ask everyone to please tell us your name and what capacity you are here in, such as if you are one of the parties to the dispute or if you are attending as a representative of Chief and Council. [Note: allow all parties introduce themselves and state what capacity they are there in]

We want to remind you that this is a [voluntary/involuntary] process. We are here today because [insert name of party] and [insert name of party] have requested the Dispute Resolution Tribunal to assist them in working towards resolving the matrimonial real property dispute. The mandate of the Dispute Resolution Tribunal only includes providing dispute resolution services in matters that concern matrimonial real property, which generally means the house and the land that the spouses have. The mandate of the Dispute Resolution Tribunal does not include providing dispute resolution services for such issues as child custody, child access, child support, money in the bank, or items in the house. Those type of issues need to be discussed elsewhere, they will not be part of the issues we will be discussing during this Hearing Panel.

Before we begin, we have some ground rules that we would like to review to ensure that everyone understands how the Hearing Panel will work and also what the expectations and responsibilities are of everyone participating.

First, it is expected that everyone who participates in and attends the Hearing Panel will treat one another with courtesy and respect. This includes allowing one another to speak without interrupting them, taking turns to speak, and using appropriate language that does not include name-calling or swearing. We will be using an [eagle feather/talking stick], which will assist us in ensuring that everyone has the chance to speak if they wish.

Second, we will be discussing some issues that are difficult to talk about and that may cause different emotions in people such as anger or sadness. We ask that when you feel these emotions that you reach out for support or ask for a break in the Hearing Panel. We will have traditional medicines here that are available to use if anyone needs them.

Third, it is important that certain procedures be followed in the Hearing Panel. This includes attending any dates that we have scheduled together for the Hearing Panel, showing up on time, and being prepared to participate. If you are unable to attend a scheduled date, we ask that you notify the Dispute Resolution Tribunal at the earliest opportunity and we will inform the other person to the dispute and anyone else that may have been scheduled to attend. If you are more

than [insert time] late, the Hearing Panel may continue in your absence. The Hearing Panel can only work properly if we respect these procedures.

Fourth, communication between the people in the dispute and the Dispute Resolution Tribunal is essential in the Hearing Panel. This means that any information or documents shared with or relied upon in the Hearing Panel will be shared with the other party to the dispute and us as the Dispute Resolution Tribunal.

Fifth, the Hearing Panel is a closed proceeding and only the people that are part of the dispute, us as members of the Dispute Resolution Tribunal, and others that have been approved to attend, may attend the Hearing Panel. This means that members of the general public can't attend. Where someone else has been approved to attend, such as a witness, that person will only be attending that portion of the Hearing Panel that they have been approved to attend, they will not attend the entire Hearing Panel. The Hearing Panel is not recorded in any way, either through audio or visual recording.

Sixth, you are responsible for your own costs to attend and participate in the Hearing Panel. If you have someone else attending with you, such as a support person, a lawyer, or a witness, you are also responsible for their costs to attend and participate. The Dispute Resolution Tribunal will not pay for your costs or the costs of others to attend.

In addition to these ground rules, it is important that everyone understands the roles and responsibilities of those that are participating in the Hearing Panel.

Our role, as the selected members of the Dispute Resolution Tribunal, is to assist the parties to the dispute to come together to work towards resolving the dispute concerning the on-reserve matrimonial real property matter on their [separation/survivorship]. We do not have the authority to make people attend the Hearing Panel but we do have the authority to continue the proceedings if someone willfully decides not to attend or is trying to disrupt the process. We have the authority to make a decision on how to resolve these matrimonial real property matters, and we will render a decision at the end of this Hearing Panel.

Your role, as the parties to this dispute, is to follow the ground rules that we have just discussed. You are responsible for coming to the Hearing Panel prepared and ready to try to work towards resolving the matrimonial real property issues that are in dispute.

Are there any questions that anybody has regarding this process? Do you understand what was just discussed? [Note: allow for the parties to ask any questions]

To confirm that you understand this process and agree to participate in this Hearing Panel we will now review together this Agreement to Participate in Hearing Panel Process and will ask that you sign it. [Note: provide the parties with the Agreement to Participate in Hearing Panel Process, read it, and then have all parties sign it.]

Now that we have reviewed the ground rules and have signed the Agreement to Participate, I would ask the parties in the dispute to explain why they are here today and what matrimonial real property issues are in dispute for us to discuss in this Hearing Panel.

Further Processes for Consideration

INSTRUCTIONS FOR OFFICE USE:

The First Nation may wish to use these items for consideration to determine what further processes and staffing it may require to administer and implement the Dispute Resolution Policy.

The following additional items for consideration are presented to assist the First Nation in determining further processes and staffing that it may require for the administration and implementation of the Dispute Resolution Policy. These additional items should not be viewed as exhaustive or prescriptive. The First Nation may wish to develop further processes than those listed here.

Administrative Processes

- File opening forms and checklists
- File closing forms and checklists
- File retention procedures
- File security procedures
- File encryption procedures

Administrative Staffing

- Hiring of administrative staff that would be responsible for such duties as:
 - Promoting the services of the Dispute Resolution Tribunal
 - Receiving, screening, and replying to requests for dispute resolution services
 - Scheduling and overseeing all logistical arrangements for dispute resolution services
 - Contacting members of the Dispute Resolution Tribunal regarding availability, conflict of interest, responsibilities, etc.
 - Responding to inquiries regarding the Dispute Resolution Tribunal and its services
 - Maintaining databases of all forms, agreements, and decisions of the Dispute Resolution Tribunal
 - Overseeing administrative responsibilities

Dispute Resolution Tribunal

- Orientation Training
- Training Programs and Requirements
- Evaluation Process
- Scripts for members to use at the start of and throughout the dispute resolution services. These would explain such things as the dispute resolution services, responsibilities of the parties, responsibilities of the Dispute Resolution Tribunal, ground rules, conflict of interest, confidentiality, signing of agreements to participate, and so forth
- Complaints Process