



**VUNTUT GWITCHIN FIRST NATION  
 LANDS AND RESOURCES ACT**

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**VUNTUT GWITCHIN FIRST NATION  
LANDS AND RESOURCES ACT**

***Pursuant to Article IX, section 1 of the Constitution, the Council of the Vuntut Gwitchin First Nation enacts as follows:***

**1.0 INTERPRETATION**

***Citation***

1.1 This Act may be cited as the *Lands and Resources Act*.

***Definitions***

1.2 In this Act, unless the context otherwise requires:

“Access Notice Certificate” means a document issued by the Director:

- (a) to a Person exercising a Third-Party Access Right that does not require authorization or an order of the Surface Rights Board; and
- (b) certifying that the Person has provided written notice to Vuntut Gwitchin Government of any planned Activity for which an Access Notice Certificate is required under this Act;

“Act” means this Act and includes Regulations, both as amended from time to time;

“Activity” means any access, occupation or use of Settlement Land.

“Allocation” means a Grant described in section 7.0 (“Personal Allocation”) or section 8.0 (“Family Allocation”) of this Act;

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“Benefits and Stewardship Agreement” means an agreement between Vuntut Gwitchin Government and the proponent of an Activity, and may include:

- (a) environmental protection measures, including monitoring, reporting, inspections and audits;
- (b) measures to protect Vuntut Gwitchin land rights and mitigate adverse effects from the Activity;
- (c) compensation to Vuntut Gwitchin Government and/or its Citizens for damage to Settlement Land or interference with the peaceful use and enjoyment of Settlement Land;
- (d) economic benefits to Vuntut Gwitchin Government, its Citizens and their businesses, including preferential business and employment opportunities;
- (e) contributions to community development, training and education programs;
- (f) equity participation in the Activity;
- (g) royalties for the extraction and conversion of Resources;
- (h) any other benefits negotiated for Vuntut Gwitchin Government or its Citizens;

“Child” has the same meaning as in the Constitution;

“Citizen” has the same meaning as in the Constitution;

“Clerk of the Register” or “Clerk” means the person appointed under section 11.3 of the Act;

“Community Advisory Panel” or “Panel” means a body convened under section 12.0 of the Act;

“Constitution” means the Constitution of the Vuntut Gwitchin, as amended from time to time;

“Council” means the council established under Article VIII of the Constitution;

“Director” means the Person appointed under section 14.1.1 of this Act, or, where no Person has been appointed, the Person acting in that capacity;

“Dwelling” has the same meaning as “dwelling-house” in the *Criminal Code*, R.S.C. 1985, c. C-46;

“Emergency” has the same meaning as in the Self-Government Agreement;

“Encumbering Right” has the same meaning as in the Final Agreement;

“Executive Director” means the official appointed pursuant to section 6(1) of the *Vuntut Gwitchin Governance Act*;

“Fair Market Value” means the most probable price which a property should bring in a competitive and open market for interests in Settlement Land as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus;

“Final Agreement” means the agreement entered into among Vuntut Gwitchin Government, Her Majesty the Queen in right of Canada and the Government of the Yukon and given effect by the *Yukon First Nations Land Claim Settlement Act*, S.C. 1994, c. 34 and *An Act Approving Yukon Land Claims Final Agreements*, S.Y. 1993, c. 19;

“Forest Resources” has the same meaning as in section 17.1.0 of the Final Agreement;

“Government” means any or all of the Government of Canada, the Government of the Yukon, and the government of a Yukon First Nation, depending upon which has responsibility for the matter in question, and for greater certainty, includes the Vuntut Gwitchin Government unless the context requires otherwise;

“Grant” means a legal interest in Settlement Land, and includes any renewal or replacement of a Grant;

“Grantee” means the holder of a Grant under this Act;

“Group Trapline” means the Vuntut Gwitchin group trapline identified in Schedule 1 to Chapter 16 of the Final Agreement;

“Guardian” means a Person appointed or designated under section 14.0 of the Act;

“Immediate Family Member” means:

- (a) a spouse;
- (b) a parent and any spouse of a parent;
- (c) a grandparent;
- (d) a Child, including the Child of a spouse;
- (e) a sibling; and
- (f) any relative who resides permanently in the same residence;

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"Instrument" means a written legal document that purports to define, create, assign, transfer, encumber or affect a Grant or Permit;

"Law" has the same meaning as in the Final Agreement and for greater certainty includes any Vuntut Gwitchin Law;

"Laws of General Application" has the same meaning as in the Final Agreement;

"Lease" means an Instrument creating a Grant described in section 9.0 of this Act;

"Minerals" has the same meaning as in the Final Agreement and for greater certainty includes Petroleum;

"Mines" has the same meaning as in the Final Agreement;

"Permit" means an Instrument that

- (a) transfers no property interest to the holder; and
- (b) authorizes Activities on Settlement Land for a fixed period; and
- (c) where provided in the Instrument, authorizes the use or extraction of specified Resources.

"Permittee" means the holder of a Permit and includes any agent or employee carrying on an Activity under the Permit;

"Person" means a natural person and any entity having the rights, powers and privileges of a natural person, and includes a Government and, unless the context requires otherwise, Vuntut Gwitchin Government;

"Petroleum" has the same meaning as in the Final Agreement;

"Plan" means a land management plan or resource management plan adopted under this Act;

"Register" means the registry established by section 11.0 of the Act, but does not include a registry established under any Vuntut Gwitchin Government or other Government land titles act;

"Regulation" means a regulation or regulations made pursuant to this Act;

"Resources" includes

- (a) Forest Resources, Mines, Petroleum and other Minerals, and any other renewable or non-renewable natural resources on, under or in



Settlement Land, but for greater certainty does not include Fish or Wildlife as defined by the Final Agreement;

- (b) the exclusive right under section 14.5.4 of the Final Agreement to use water while it is on or flowing through Settlement Land;

“Review Council” has the same meaning as in the Constitution;

“Self-Government Agreement” means the agreement entered into among Vuntut Gwitchin Government, the Government of Canada and the Government of Yukon, and given effect by the *Yukon First Nations Self-Government Act*, S.C. 1994, c. 35 and the *First Nations (Yukon) Self-Government Act*, S.Y. 1993, c. 5;

“Settlement Land” means the lands retained by Vuntut Gwitchin under the Final Agreement and described in “Appendix A – Settlement Land Descriptions,” and includes Resources;

“Significant Damage” means any damage or physical change to Settlement Land, including improvements, that impairs the value or usefulness of the Settlement Land, including any:

- (a) change that cannot be, or is not completely remediated within five years;
- (b) change caused by an Activity in violation of section 4.1 of the Act; and
- (c) Activity that leaves scars on the surface, contaminates air, ground or water, or interferes with or destroys fish and wildlife habitat;

“Surface Rights Board” means the board established by section 8 of the *Yukon Surface Rights Board Act*, S.C. 1994, c. 43;

“Survey” means a survey that conforms to the *Canada Lands Survey Act*, R.S.C. 1985, c. L-6, and the applicable National Standards for the Survey of Canada Lands;

“Third-Party Access Right” means any right of access to Settlement Land provided for under the Final Agreement;

“Traditional Activity” means:

- (a) a non-commercial activity undertaken by a Citizen for subsistence or a ceremonial, spiritual, social or cultural purpose; or
- (b) commercial trapping;

“Traditional Territory” means the geographic area within the Yukon identified in the Final Agreement as the traditional territory of the Vuntut Gwitchin;

“Vehicle” means any motorized machine used to transport people or things, and includes automobiles, watercraft and aircraft;

“Vuntut Gwitchin First Nation” has the same meaning as in the Constitution;

“Vuntut Gwitchin Government” has the same meaning as in the Constitution;

“Vuntut Gwitchin Court” has the same meaning as in the Constitution; and

“Vuntut Gwitchin Law” has the same meaning as “Vuntut Gwitchin Laws” in the Constitution.

### ***Interpretation principles***

1.3 In this Act,

1.3.1 unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to,” and the use of the word “includes” means “includes, but is not limited to”;

1.3.2 unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;

1.3.3 unless it is otherwise clear from the context, the use of the masculine includes the feminine, and the use of the feminine includes the masculine;

1.3.4 the headings form no part of the enactment but are inserted for convenience only;

1.3.5 a reference to another enactment means that enactment as amended or replaced from time to time;

1.3.6 where the time limit for doing a thing expires or falls on a Saturday, Sunday or a day when Vuntut Gwitchin Government offices are closed , the thing may be done on the next following day that is not a Saturday, Sunday or a day when Vuntut Gwitchin Government offices are closed;

1.3.7 where there is a reference to a number of days or a number of days between two events, the days on which the events happen are excluded in calculating the number of days; and

where time is expressed to begin or end at, on or with a specified day, or to continue to or until a specified day, the time includes that day.

### ***Conflict of laws***

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- 1.4 The Final Agreement and the Constitution will prevail to the extent of any inconsistency or conflict with the provisions of this Act.
- 1.5 The Final Agreement, the Constitution and this Act will prevail to the extent of any inconsistency or conflict with the terms of a Grant or Permit.

***Laws of General Application***

- 1.6 For greater certainty, this Act does not render the *Environment Act*, R.S.Y. 2002, c. 76, or the *Forest Protection Act*, R.S.Y. 2002, c. 94 inoperative within the meaning of section 13.5.3 of the Self-Government Agreement.

**2.0 PURPOSES**

- 2.1 The purposes of this Act are:

- 2.1.1 to ensure Settlement Land and Resources are managed for the benefit of Vuntut Gwitchin First Nation and its Citizens;
- 2.1.2 to protect Traditional Activities and the special relationship between Citizens and the natural environment;
- 2.1.3 to protect and promote the culture, traditions, health and lifestyles of Citizens;
- 2.1.4 to provide decision-making processes that integrate and reflect the values and perspectives of Citizens; and
- 2.1.5
- 2.1.6 to protect environmental quality for present and future generations; and
- to address and reduce land use conflicts.

**3.0 APPLICATION**

- 3.1 This Act applies to Settlement Land.
- 3.2 Unless otherwise provided in this Act, another Vuntut Gwitchin Law, or the Final Agreement, this Act binds the Vuntut Gwitchin Government, Citizens and non-Citizens.

**4.0 CONDITIONS OF ACCESS TO SETTLEMENT LAND**

***4.1.1 Right to carry out an activity***

- 4.1.2
- 4.1 No Person will carry out an Activity on Settlement Land, except in accordance with the terms of:
- a Grant;
- a Permit;

- an Access Notice Certificate;
- an access right provided by section 4.5 of this Act;
- a Third-Party Access Right;
- 4.1.3 an Encumbering Right; or
- 4.1.4
- 4.1.5 an order of the Surface Rights Board.

***Third-Party Access Rights***

- 4.2<sup>4.1.7</sup> Where a Person's exercise of a Third-Party Access Right does not require Vuntut Gwitchin Government authorization or an order of the Surface Rights Board, that Person must:
- hold an Access Notice Certificate where required by the Regulations; and
  - 4.2.1 exercise the right in conformity with the terms of the Final Agreement and the
  - 4.2.2 Access Notice Certificate.

***Compliance with Vuntut Gwitchin Law***

- 4.3 A Person carrying on an Activity must comply with all applicable Vuntut Gwitchin Law.

***Damage to Settlement Land or interference with use***

- 4.4 Except as authorized in accordance with this Act or by the Final Agreement, no Person will
- 4.4.1 carry on any Activity that modifies, damages or destroys the surface of
  - 4.4.2 Settlement Land, or is likely to cause such modification, damage or destruction;
  - or
  - interfere with the use and peaceful enjoyment of Settlement Land by Citizens.

***Exceptions to notice or authorization requirement***

- 4.5.1
- 4.5 A Person may carry on the following Activities without further notice or authorization,
- 4.5.2 unless Vuntut Gwitchin Law requires otherwise:
  - 4.5.3 a Citizen may carry on a Traditional Activity;
  - a Government employee or contractor may carry out duties under any applicable Laws of General Application, including Laws relating to the protection of public health, safety and the environment.
  - a Person in an Emergency may start a campfire if needed to prepare food or obtain warmth, provided that the Person must:

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- 4.5.3.1 report any damage to Settlement Land to the Director as soon as practicable; and
- 4.5.3.2 be liable for any Significant Damage to Settlement Land, including improvements.

a Government official may deliver emergency services, provided that such official will:

- 4.5.4
  - 4.5.4.1 notify the Director within 24 hours of the initial access; and
  - 4.5.4.2 consult the Director on any operations where the Emergency continues for longer than 24 hours.

***Council powers and regulations***

4.6 The Council may,

4.6.1 where a Person's exercise of a Third-Party Access Right requires Vuntut Gwitchin Government authorization or an order of the Surface Rights Board, negotiate terms of access that are consistent with any order of that board;

4.6.2 where a Person's exercise of a Third-Party Access Right does not require Vuntut Gwitchin authorization or an order of the Surface Rights Board:

- 4.6.2.1 negotiate terms for the exercise of an access right listed in section 6.6.0 of the Final Agreement; and
  - 4.6.2.2 failing agreement, apply to the Surface Rights Board for an order establishing such terms;
- 4.6.3

without limiting the generality of section 29.5, by regulation:

- 4.6.3.1 establish royalty rates for the use or extraction of Resources under a Grant or Permit;
- 4.6.3.2 establish user fees payable for the use of Settlement Land under a Permit;
- 4.6.3.3 establish fees in relation to the administration of the Act, including application fees for Grants and Permits;
- 4.6.3.4 list Activities for which a Grant, Permit or Access Notice Certificate is required;
- 4.6.3.5 exempt Activities from the requirement for a Grant, Permit or Access Notice Certificate;

- 4.6.3.6 establish classes of Grants and Permits, and criteria for each class;
- 4.6.3.7 establish terms applicable to types of Settlement Land use;
- 4.6.3.8 establish terms to give effect to any terms that are negotiated under section 4.6.2.1; or
- 4.6.3.9 establish terms for the exercise of an access right listed in section 4.5.

## **5.0 TERMS OF GRANTS AND PERMITS**

### ***Authority to set terms and conditions***

- 5.1 Vuntut Gwitchin Government may make a Grant or Permit subject to any terms, conditions, covenants, reservations, restrictions or exemptions within its authority.

### ***Standard terms and conditions***

- 5.2 Every Grant or Permit under this Act is subject to:
  - 5.2.1 this Act;
  - 5.2.2 any applicable Encumbering Right or Third-Party Access Right; and
  - 5.2.3 the duty of the Grantee or Permittee to:
    - 5.2.3.1 carry on any Activity in a manner that respects and protects Settlement Land and Citizens' relationship to Settlement Land;
    - 5.2.3.2 pay all property taxes or other fees levied by Vuntut Gwitchin Government;
    - 5.2.3.3 maintain any security as required; and
    - 5.2.3.4 comply with the terms of any Grant or Permit, this Act, any other applicable Law, and any lawful order.

### ***No warranty***

- 5.3 No Grant or Permit will be construed to contain any implied warranty or condition respecting the fitness of the Settlement Land for a particular purpose.

### ***Liability limited***

- 5.4 A Grantee or Permittee will hold Vuntut Gwitchin Government, its employees and its agents harmless for any personal damage or injury that occurs on the Settlement Land described in the Grant or Permit to:

the Grantee or Permittee; and

any Person on the said Settlement Land with the approval of the Grantee or Permittee.

***Benefits and Stewardship Agreements***

- 5.55.4.2 Where the terms of a Grant or Permit require the applicant to enter into a Benefits and Stewardship Agreement, a Grant or Permit is not valid until such agreement has been executed by all parties.

***Obligation to reclaim, rehabilitate or restore Settlement Land***

- 5.6 The Grantee or Permittee must reclaim, rehabilitate or restore Settlement Land in accordance with the terms of the Instrument and any applicable Law.
- 5.7 The expiry or termination of a Grant or Permit does not terminate any obligation of the Grantee or Permittee to reclaim, rehabilitate or restore Settlement Land.

**6.0 GRANTS GENERALLY**

***No Grant of fee simple interest***

- 6.1 Vuntut Gwitchin Government will not:
- 6.1.1 make a Grant of the fee simple interest in Settlement Land; or
  - 6.1.2 use the fee simple interest in Settlement Land as security for credit.

***Council authority***

- 6.2<sup>6.2.1</sup> Subject to this Act, the Council may:
- 6.2.2 make a Grant to any Person;
  - 6.2.3 on application by a Grantee, renew, amend, replace, subdivide or terminate a Grant where the applicant is in compliance with the Act and the terms of the Grant at the time of application; and
    - on the advice of the Director and the Executive Director, terminate a Grant without compensation to the Grantee where:
      - 6.2.3.1 the Grantee provided incorrect information in the application;
      - 6.2.3.2 the Grant contains a material clerical error; or
      - 6.2.3.3 the Settlement Land was not available for the Grant.

***Termination of Grant***

- 6.3 The Council will not terminate a Grant until the Grantee receives notice and an opportunity to make representations to the Council.
- 6.4 A notice of termination under section 6.3 must state:
- the name of the Grantee;
  - the address or a description of the Settlement Land held by the Grantee;
  - 6.4.1 the Council's reasons for terminating the Grant; and
  - 6.4.2 the date, time and place where the Grantee may make representations to the
  - 6.4.3 Council on the matter.

6.4.4  
***When Grant binding on Vuntut Gwitchin***

- 6.5 A Grant, or a renewal, amendment, replacement, subdivision or termination of a Grant, is not enforceable until:
- 6.5.1 the Council executes the applicable Instrument in accordance with the Act and provides a copy to the Grantee; and
  - 6.5.2 a copy of the executed Instrument is recorded in the Register.
- 6.6 No Instrument affecting a Grant is valid until that Instrument is recorded in the Register.

***No subdivision by partial transfer or charge***

- 6.7 No Grantee will transfer or pledge as security for credit an interest in Settlement Land that is less than the Grantee's entire interest.

***Mortgages***

- 6.8<sup>6.8.1</sup> Where a Grant is pledged as security for credit, the mortgage or other charging Instrument<sup>6.8.2</sup> must:
- 6.8.3 describe the affected Grant in sufficient detail to identify the parcel;
  - identify all other recorded interests affecting the Grant; and
  - provide that, in case of default in the terms of the mortgage or charge, the Grant will not be subject to possession, foreclosure, power of sale or any other form of execution or seizure until the Vuntut Gwitchin First Nation has had a reasonable opportunity to redeem, or to pay and satisfy, the mortgage or charge.

***Exceptions and reservations***



6.9 Except as otherwise provided in a Grant, every Grant under this Act excepts and reserves the following rights, interests and privileges:

a right to expropriate any right, title or interest of a Grantee,

6.9.1.1 where the Council determines that the expropriation of the right, title or interest is necessary for a community purpose, including but not limited to roads, public buildings, community infrastructure, schools, daycare centres, elders residences, and emergency response works;

6.9.1.2 upon reasonable notice to the Grantee, and after a good faith effort to acquire the right, title or interest by mutual agreement; and

6.9.1.3 upon payment of compensation to the Grantee as set out in section 28.0;

Mines and Minerals, including the right to work Mines and Minerals;

6.9.2

Timber on Settlement Land, including the right to harvest Timber; and

6.9.3

6.9.4

the use of water when it is on or flowing through Settlement Land.

## **7.0 PERSONAL ALLOCATIONS**

### ***Definitions***

7.1<sub>7.1.1</sub> For the purposes of this section and section 8.0,

7.1.2 “Family” means a class of Citizens who are the lineal descendants of a common ancestor or ancestors; and

an adopted Child is a Family member.

### ***Eligibility***

7.2.1

7.2<sub>7.2.2</sub> A Personal Allocation may be issued to a Citizen or Citizens, either permanently or for a fixed period

for use in Traditional Activities; and

for use in commercial wilderness tourism or other land-based business where authorized by the Instrument.

### ***Joint tenancy and tenancy in common***

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7.3 Where a Personal Allocation is issued, transferred or assigned to more than one Citizen, the Allocation will be deemed to be held as a tenancy in common unless the Instrument specifies that the Grantees will hold the interest as joint tenants.

***Rights included***

7.4 Subject to this Act and the terms of the Personal Allocation, the holder will have the exclusive right:

to occupy and use the Settlement Land described in the Allocation;

to invite other natural Persons to access, occupy or use the Allocation;

7.4.1

to remove any improvements upon termination of the Allocation; and

7.4.2

to transfer or assign his or her interest in the Allocation

7.4.3

7.4.4

7.4.4.1 where the Allocation is not located within a Family Allocation and any joint tenant or tenant in common has given written consent, to any Citizen; or

7.4.4.2 where the Allocation is located within a Family Allocation and any joint tenant or tenant in common has given written consent, to any Citizen with an interest in the Family Allocation.

***Designation of heir to Allocation***

7.5 A Personal Allocation may not be transferred or assigned by will.

7.6 Yukon Laws of General Application respecting wills and estates are inoperative with respect to Personal Allocations.

7.7<sup>7.7.1</sup> An applicant for a Personal Allocation under this section

7.7.2 must designate an heir or heirs to that Allocation as set out in the Regulations; and

may, on application in accordance with the Regulations, replace or amend a designation under section 7.7.1 at any time during his or her life.

7.8.1

***Procedure upon death of holder***

7.8.2

7.8 Where the holder of a Personal Allocation dies, the holder's interest will pass:

to any surviving joint tenants where the interest is held in a joint tenancy; or

to a Citizen designated under section 7.7.1, where the interest is held by an individual or as a tenancy in common.

- 7.9 If Personal Allocation cannot be passed under section 7.8, the interest will revert to the Vuntut Gwitchin Government, except that where the Allocation is held as a tenancy in common, the holder's interest will be divided among any surviving tenants in common in proportion to their interests in the Allocation.
- 7.10 On application by the personal representative of a deceased holder or a Citizen in section 7.8, and upon proof of the death of the holder, the Clerk of the Register must record a transfer of the holder's interest to a Citizen in section 7.8 and provide a copy of the Personal Allocation to the transferee.

***Allocation held in trust***

- 7.11 A Personal Allocation may be held in trust only if:
- the trustee is a Citizen; or
  - 7.11.1 the trustee is the legal guardian of all the beneficiaries of the trust, and all of the
  - 7.11.2 beneficiaries of the trust are Citizens;
- and in either case, the trust agreement or other Instrument that appoints the trustee is recorded in the Register.

**8.0 FAMILY ALLOCATIONS**

***Eligibility***

- 8.1 A Family Allocation may only be issued to a Family.

***Plan required***

- 8.2<sup>8.2.1</sup> No Family Allocation may be issued until the Council
- 8.2.2 enacts a regulation under section 12.1.3 prescribing rules and procedures for the development of Plans for Family Allocations; and
  - 8.2.3 adopts a Plan for a proposed Family Allocation that was developed in accordance with the rules and procedures prescribed in the regulation required by section 8.2.1; and
- prescribes procedures for the selection of a representative under section 8.7.

***Form of Family Allocation***

- 8.3 A Family Allocation will be held as communal property by all members of the Family.
- 8.4 A Family Allocation must define the Family on the basis of lineal descent from a common ancestor or ancestors.

***Rights included***

- 8.5 Subject to this Act and the terms of the Family Allocation, the holders will have the right to occupy and use the Settlement Land for Traditional Activities, and for any other purposes set out in the Instrument.
- 8.6 An interest in a Family Allocation may not be transferred or assigned.

***Designation of representative***

- 8.7 The holders of a Family Allocation must select an adult Person to act as their representative in any matter involving the Vuntut Gwitchin Government.

***Personal Allocation subdivided from a Family Allocation***

- 8.8 On application under section 7.0, and with the written consent of the Family representative designated in section 8.7, a Family Allocation may be subdivided and a Personal Allocation may be issued to a Family member for part of the Family Allocation, provided that such Personal Allocation may only be used for purposes authorized by the Family Allocation.
- 8.9 A Personal Allocation created under section 8.8 carries all the rights of a Personal Allocation in section 7.4.

***Procedure upon subdivision of Family Allocation***

- 8.10 Upon the issue of a Personal Allocation pursuant to section 8.8, the Clerk of the Register
- 8.10.1 must
- 8.10.2 record a subdivision of the Family Allocation and issue new Certificates of Allocation for the Personal Allocation and Family Allocation created by the subdivision; and
- 8.10.3 provide a copy of the Family Allocation to the representative designated under section 8.7; and
- provide a copy of the Personal Allocation to the Grantee.

**9.0 LEASES**

***Eligibility***

- 9.1 A Lease may be issued to any Person.

***Rights included***

- 9.2 Subject to this Act and the terms of the Lease, the Grantee of a Lease will have the right:

- to occupy and use the Settlement Land described in the Lease;
- to invite other Persons to access, occupy or use the Settlement Land;
- to remove any improvements upon termination of the Lease; and
- 9.2.1 to transfer or assign the Lease to any Person; and
- 9.2.2
- 9.2.3 to pledge the Lease as security for credit without the authorization of the Council.

***Survey required***

9.3<sup>9.2.5</sup> A Lease under this section must be for a parcel defined by a Survey.

**10.0 PERMITS**

***Director authority***

- 10.1 The Director may:
- 10.1.1 issue or renew a Permit in accordance with the Regulations; and
  - 10.1.2 amend a Permit;
  - 10.1.3 by order under section 18.4, suspend or cancel a Permit.

***Rights included***

- 10.2<sup>10.2.1</sup> Subject to this Act and the terms of the Permit, a Permittee will have the right:
- 10.2.2 to carry on an Activity as described in the Permit; and
  - to remove any improvements upon termination of the Permit.

***No transfer or assignment***

10.3 A Permit must not be transferred, assigned, or used as security for credit.

***Termination***

10.4<sup>10.5.1</sup> A Permit will terminate upon the death of the Permittee.

***Reporting***

- 10.5 A Permittee must report the results of any Activity carried on under the Permit:
- 60 calendar days after the expiry of the Permit; or
  - by the end of the calendar year, where the Permit expires in a future year.

## **11.0 LAND REGISTER**

### ***Establishment and location***

- 11.1 There is hereby established a Register of Settlement Land.
- 11.2 The Register will be located at the head administrative offices of Vuntut Gwitchin Government and be accessible to the public during business hours.

### ***Appointment of Clerk***

- 11.3 The Council must appoint a Clerk of the Register to maintain the Register.

### ***Contents of register***

- 11.4 The Register will contain original documents of any:
- Grant, Permit or Access Notice Certificate;
  - 11.4.1 Instrument affecting a Grant, Permit or agreement under section 11.4.3, including
  - 11.4.2 an order of a court;
  - 11.4.3 written agreement between Vuntut Gwitchin Government and a Grantee or Permittee that relates to a Grant or Permit;
  - 11.4.4 notice, warning, order or ticket issued by Vuntut Gwitchin Government in relation to a Grant, Permit, or Access Notice Certificate;
  - 11.4.5
  - 11.4.6 Survey of Settlement Land;
  - 11.4.7 Vuntut Gwitchin Law regulating Activities on Settlement Land; and
- other document required by this Act or any Vuntut Gwitchin Law to be recorded in the Register.

### ***Duties of Clerk***

- 11.5 The Clerk must:
- 11.5.2
  - 11.5.3 establish and maintain a file for each parcel of Settlement Land that is the subject of a Grant, Permit or Access Notice Certificate;
  - 11.5.4 assign a unique file number to each parcel;
  - keep every document affecting the parcel in the file;
  - record any document eligible for recording under section 11.4;

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refuse to record any document that does not conform to the requirements for its recording;

prevent unauthorized access to the Register; and

11.5.5 collect fees for access to the Register as set out in the Regulations.

***Application for recording***

11.5.6

11.6 11.5.7 Where the document to be recorded is an Instrument to which Vuntut Gwitchin Government is a party, the issuing authority will apply directly to the Clerk for recording.

11.7 A Person applying to record a document must provide the Clerk with

the original document, or a copy of a document that meets the requirements of section 11.8;

11.7.1

a description of the Settlement Land that meets the requirements of the Regulations;

11.7.2

any fees payable under the Regulations; and

11.7.3

11.7.4 any other information the Clerk may require.

11.8 The following documents may be submitted for recording instead of the original document:

11.8.1

11.8.2 a copy of a judgment or court order certified by the court;

11.8.3 a copy of a document registered in a federal, provincial or territorial registry or land titles system, certified by the appropriate registrar;

11.8.4 a copy of a death certificate, marriage certificate, name change certificate, power of attorney, will, approval of probate of will or appointment of administrator, certified by the person who has custody of the original;

11.8.5 a copy of a certificate of amalgamation or change of name of a corporation,  
11.8.6 certified by the agency responsible for recording the amalgamation or name  
11.8.7 change;

a copy of an order in council, certified by the Clerk of the Privy Council;

a copy of a ministerial order; or

a copy of a document issued by the Vuntut Gwitchin Government, certified by the Person who has custody of the original.

***Daybook***

11.9 For every document submitted for recording in the Register, the Clerk must enter the following information in a daybook:

a description of the document to be recorded;

the names of the parties;

11.9.1 the day, hour and minute the clerk received the document for recording; and

11.9.2 the signature of the Clerk.

11.9.3

***Recording***

11.9.4

11.10 A document will be deemed recorded once the Clerk enters it in the parcel file established under section 11.5.

11.11 The time of recording will be deemed the time entered in the daybook under section 11.9.3.

***Priority of Instruments***

11.12 Instruments affecting the same parcel of Settlement Land are entitled to priority according to the time of recording, not the time of execution.

***Subdivision***

11.13 Unless the Council has approved the subdivision of Settlement Land to which a Grant 11.13.1 applies, the Clerk must refuse to record any document:

11.13.2 granting or transferring only part of the Settlement Land to which the Grant applies; or

pledging only part of the Grant as security for credit.

11.14 Where the parcel is subdivided, the Clerk will close the original file for that parcel and assign new unique file numbers to the subdivided parcels.

***Liability of Vuntut Gwitchin Government***

11.15 Vuntut Gwitchin Government is not liable for any loss or damage arising from a Person's reliance on the Register.

***Land titles registration***

11.16 Where a Grant that is recorded in the Register becomes eligible for registration under a land titles act, the clerk of the Register:



shall provide written notice to the Grantee; and

may provide such assistance that the Grantee requires to register the Grant under the land titles act.

11.17 Where a Grant is registered under a land titles act,

11.16.1

11.16.2 the registration will prevail to the extent of any inconsistency with a recording in the Register;

11.17.1

provided that the Clerk has notice of the registration under the land titles act, the Clerk of the Register must make a note in the Register file for that parcel indicating that the land titles record is authoritative for the purposes of

11.17.2

determining ownership of the Grant.

## **12.0 PLANNING**

### ***Council authority***

12.1 The Council may:

12.1.1 adopt, amend or revoke Plans for the management of Settlement Land, including Resources;

12.1.2 subdivide Settlement Land; and

12.1.3

by regulation:

12.1.3.1 define management objectives for any part of Settlement Land;

12.1.3.2 prescribe rules and procedures for the development of Plans;

12.1.3.3 prescribe rules and procedures for the subdivision of Settlement Land;

12.1.3.4 withdraw any Settlement Land from use and occupation;

12.1.3.5 reserve any Settlement Land for any particular use or type of use;

12.1.3.6 require the adoption of a Plan before issuing Grants or Permits within a defined area of Settlement Land; and

12.1.3.7 adopt zoning or other regulations to implement a Plan.

### ***Consistency of Plan and regulations***

12.2 A regulation adopted under section 12.1.3.7 will prevail to the extent of any inconsistency with the Plan.

***Plan relation to regional land use plan***

12.3 A Plan must be coordinated to minimize overlap or redundancy with any regional land use plan adopted under Chapter 11 of the Final Agreement.

***Legal non-conforming use***

12.4 Where a Person's lawful Activity:

precedes the date on which a regulation under section 12.1.3.7 takes effect; and

does not conform to the regulation;

12.4.1 that Person may continue the non-conforming Activity, but only to the extent of their

12.4.2 practice before the date the regulation took effect.

12.5 Where a non-conforming Activity in section 12.4 relates to a Settlement Land improvement or structure that is later destroyed, or requires repairs or renovations whose cost equals or exceeds 50 percent of the tax-assessed value of the improvement or structure, the improvement or structure may not be repaired or rebuilt except in conformity with the regulation under section 12.1.3.7.

**13.0 COMMUNITY ADVISORY PANEL**

***Director authority***

13.1 The Director may convene a Community Advisory Panel to review and make recommendations with respect to

13.1.1

13.1.2 any application or Plan;

13.1.3 any proposed regulation under the Act; and

13.2.1 any other matter within the scope of the Act.

13.2.2 The Director may:

invite any Person to participate in a Community Advisory Panel;

define the scope of and procedures for a Panel's review of any application, Plan, regulation or other matter.

***Conflict of interest***

13.3 A participant in a Community Advisory Panel must be free of any conflict of interest in relation to an application or Plan under review by the Panel.

13.4 A conflict of interest exists in relation to an application or Plan where:

the application is by:

- 13.4.1.1 a participant in the Panel or an Immediate Family Member; or
- 13.4.1.2 a business in which the participant or an Immediate Family Member is a partner, employee or major shareholder; or

the Plan applies to Settlement Land where the participant in the Panel or an Immediate Family Member:

- 13.4.2.1 has made an application or holds a Grant or Permit; or
- 13.4.2.2 is a partner, employee or major shareholder in a business that has made an application or holds a Grant or Permit.

13.5 Where a participant in a Community Advisory Panel is in a conflict of interest under section 13.4, that participant must

- 13.5.1 notify the Director of the conflict; and
- 13.5.2 withdraw from any participation in the Panel's review of the application or Plan.

## **14.0 APPOINTMENT OF DIRECTOR AND GUARDIANS**

### ***Appointment***

14.1 The Council will:

- 14.1.1
  - 14.1.2 appoint a Director to exercise the powers of the Director under this Act;
  - 14.1.3 appoint Guardians to exercise any or all the powers of Guardians under this Act; and
- issue official identification to every Guardian appointed under section 14.1.2 or designated under section 14.4.2.

14.2 A member of the Council must not be appointed as a Guardian.

### ***Identification***

14.3 Official identification issued under section 14.1.3 must state:

- the name of the Guardian;
- the Guardian's place of employment; and
- any restriction on the powers that the Guardian may exercise.

***Intergovernmental agreements***

14.4 The Council may enter into agreements with another Government to:

allow Guardians to enforce legislation of the other Government; and

designate employees or classes of employees of the other Government to act as Guardians under this Act.

<sup>14.4.1</sup>  
**15.0 GUARDIANS**

<sup>14.4.2</sup>  
***Director authority***

15.1 The Director has all the powers of a Guardian under this Act.

***Guardian authority***

15.2 A Guardian will:

15.2.1 monitor Activities to ensure compliance with this Act; and

15.2.2 carry the official identification issued under section 14.1.3 and present it upon request.

15.3 Where authorized by an appointment under section 14.1.2, or an agreement under section 14.4, a Guardian may:

15.3.1 enter Settlement Land, including Settlement Land designated as developed or improved;

15.3.2 post signs or notices;

15.3.3 be assisted by a peace officer or an officer appointed under the *Wildlife Act*, RSY 2002, c.229 or the *Territorial Lands (Yukon) Act*, RSY 2003, c.17;

15.3.4 take remedial actions under section 16.4;

15.3.5 issue warnings under section 17.0;

15.3.6 issue orders under section 18.0;

15.3.7 issue tickets under section 19.0;

15.3.8 carry out inspections under section 20.0;

15.3.9 carry out investigations under section 21.0;

15.3.10 carry out seizures under section 22.0; and

arrest without warrant a Person that the Guardian believes on reasonable grounds has committed, is committing, or is preparing to commit an offence under this Act.

***Liability for violations***

15.4<sup>15.3.11</sup> The offence provisions of this Act do not apply to a Guardian engaged in the good faith execution of duties or powers under the Act.

**16.0 REMEDIAL ACTIONS**

16.1 Where an Activity causes or is likely to cause:

a violation of the Act or the terms of a Grant or Permit;

16.1.1 unauthorized damage to Settlement Land, including improvements; or

16.1.2 a threat to public health, safety or the environment,

16.1.3 any Person who is responsible for or directs the Activity, in whole or part, must report the matter to a Guardian as soon as practicable.

16.2 Compliance with the reporting obligation in section 16.1 does not relieve a Person of any duty to comply with any other applicable Law.

16.3 Every Person referred to in section 16.1

16.3.1 must take all reasonable action to prevent, mitigate or remedy any violation of the Act or adverse effect of the Activity; and

16.3.2 is jointly and severally liable for any costs Vuntut Gwitchin Government incurs in taking remedial action under section 16.4.1, and such costs are recoverable as a debt due to Vuntut Gwitchin Government.

16.4<sup>16.4.1</sup> Where a Guardian reasonably believes that section 16.1 applies to an Activity; the Guardian may:

16.4.2 with the approval of the Director, take any reasonable action to prevent, mitigate or remedy any Act violation or adverse effect of the Activity; or

issue an order under section 18.0.

**17.0 WARNINGS**

17.1 A Guardian may issue a written warning in the form set out in the Regulations where the Guardian reasonably believes that an Activity is not in compliance with this Act.

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17.2 A warning under this section must state:

the name of any Person subject to the warning;

the location of the Activity;

the date of the warning;

17.2.1

the reasons for the warning;

17.2.2

the actions required to comply with the Act; and

17.2.3

17.2.4

a deadline for compliance.

17.2.5

**18.0 ORDERS**

17.2.6

18.1 A Guardian may issue a written order in the form set out in the Regulations where the Guardian reasonably believes that an Activity is causing or likely to cause:

a violation of the Act or the terms of a Grant or Permit; or

18.1.1

unauthorized damage to Settlement Land, including improvements.

18.1.2

18.2 An order under this section must state:

18.2.1

the name of any Person subject to the order;

18.2.2

the location of the Activity;

18.2.3

the date of the order;

18.2.4

the reasons for the order;

18.2.5

18.2.6

the actions required to comply with the order; and

18.3.1

a deadline for compliance.

18.3<sup>18.3.2</sup> An order under this section may require:

18.3.3

the suspension of an Activity;

18.3.4

the removal of improvements or equipment related to an Activity;

the remediation of any damage to Settlement Land, including improvements; and

the remediation of any condition that threatens public health, safety or the environment.

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18.4 In issuing an order under this section, the Director may exercise the powers in section 10.1.3.

18.5 A Person subject to an order:

has a right to appeal the order under section 26.0 of the Act; and

must comply with its terms pending the outcome of any appeal.

18.6 An order will be deemed resolved where the Guardian determines that the Person has complied with its terms, but for greater certainty, such an order shall not be removed from the Register.

18.7 The Director will reinstate a suspended Permit or issue a new Permit where the Director determines that the Permittee has complied with the terms of an order suspending or canceling a Permit.

**19.0 TICKETS**

19.1 A Guardian may issue a written ticket in the form set out in the Regulations where the Guardian reasonably believes that a Person has committed an offence under the Act.

19.2 A ticket may impose a fine in the following amount:

19.2.1 for a first offence, up to \$500 and, in the case of a continuing offence, to a further penalty of up to \$500 for each day or part of a day during which the offence continues after the first day; or

19.2.2 for a subsequent offence, up to \$1,000 and, in the case of a continuing offence, to a further penalty of up to \$1,000 for each day or part of a day during which the offence continues after the first day.

19.3 A conviction arising from a ticket under this Act will be a prior conviction for the purposes of imposing a higher penalty for any subsequent conviction under this Act.

**20.0 INSPECTIONS**

20.1 To ensure compliance with this Act, a Guardian may at any reasonable time enter and inspect any place where the Officer reasonably believes there is any thing subject to the Act or any documents relating to the administration of the Act.

20.2 Where the place in section 20.1 is a Dwelling, a Guardian may not enter except with the consent of the occupant or Person in charge of the Dwelling or under the authority of a warrant.

20.3 In carrying out an inspection under this section a Guardian may:

- stop a Vehicle or direct that it be moved to a place for inspection;
  - open or cause to be opened any container that the Guardian reasonably believes contains any thing or document relating to the administration of the Act;
  - 20.3.1 inspect the thing or document;
  - 20.3.2 take samples or measurements;
  - 20.3.3 conduct tests;
  - 20.3.4 ask questions that may be relevant to the inspection;
  - 20.3.5 require any Person to produce documents for inspection or copying;
  - 20.3.6
  - 20.3.7 use or cause to be used any computer system for the purpose of examining and copying information available to the system; and
  - 20.3.8
  - 20.3.9 use or cause to be used any copying equipment at the place to make copies of any documents or records inspected or produced during the inspection.
- 20.4 Any Person in possession or control of a place under inspection, and any Person found in that place, will:
- 20.4.1 assist the Guardian in the performance of his or her duties;
  - 20.4.2
  - 20.4.3 permit the Guardian to do anything referred to in section 20.3; and
  - provide any information requested by the Guardian that is relevant to the inspection.

## **21.0 INVESTIGATIONS**

- 21.1<sup>1</sup> On application without notice, a justice of the peace may issue a warrant in the prescribed form authorizing a Guardian to:
- enter a Dwelling, where the justice of the peace is satisfied by information on oath that there are reasonable grounds to believe that:
    - 21.1.1.1 there is any thing subject to the Act or any documents relating to the administration of the Act;
    - 21.1.1.2 entry to the Dwelling is necessary for the purposes of administering the Act; and
    - 21.1.1.3 entry to the Dwelling has been refused or the Guardian reasonably believes entry will be refused; or



search a building, receptacle or place and seize evidence, where the justice of the peace is satisfied by information on oath that there are reasonable grounds to believe that the building, receptacle or place contains anything that:

- 21.1.2.1 was used or obtained in the commission of an offence under the Act;
  - 21.1.2.2 will provide evidence of an offence under the Act; or
  - 21.1.2.3 will reveal the location of a Person the Guardian believes has committed an offence under the Act.
- 21.2 In issuing a warrant under this section, a justice of the peace may establish any terms the justice considers necessary.
- 21.3 A Guardian may exercise the powers in section 21.1.2 without a warrant if the conditions for obtaining a warrant exist but exigent circumstances make it impractical to get a warrant.
- 21.4 For the purposes of section 21.3, exigent circumstances include any circumstance where the delay necessary to get a warrant would cause danger to public health, safety or the environment, or the loss or destruction of evidence.
- 21.5 Section 21.3 does not apply to a Dwelling.
- 21.6 Where a Guardian believes it would be impractical to make a warrant application in person, a warrant may be issued on information submitted by telephone or other means of telecommunication in the manner provided for under section 487.1 of the *Criminal Code*, with such modifications as the circumstances require.
- 21.7.1 In carrying out a search under this section, the Guardian may:
- 21.7.2 exercise any power in section 20.3;
  - 21.7.3 use as much force as necessary to execute a warrant issued under section 21.1.2 or to carry out a search without a warrant under section 21.3; and
- 22.1.1 use no force to execute a warrant issued under section 21.1.1, unless the warrant specifically authorizes the use of force.

## **22.0 SEIZURES**

- 22.1 A Guardian may, without a warrant, seize any thing or document that is:
- produced to the Guardian or in plain view during an inspection under section 20.0; or

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- found in a search under section 21.3, where the Guardian reasonably believes that the thing or document:
- 22.1.2.1 was used or obtained in the commission of an offence under the Act;
  - 22.1.2.2 will provide evidence of the commission of an offence under the Act; or
  - 22.1.2.3 is intermixed with a thing or document referred to in sections 22.1.2.1 or 22.1.2.2.
- 22.2 In executing a warrant under section 21.1, a Guardian may seize any thing or document that may be seized under section 22.1, whether or not it is specified in the warrant.
- 22.3 Where a Guardian makes a seizure under this section, the Guardian must:
- inform the Person from whom the thing was seized of the reason for the seizure;
  - 22.3.1 provide a receipt to the Person for the thing seized; and
  - 22.3.2 bring the seized thing before a justice of the peace; or
  - 22.3.3 report to a justice of the peace that the thing has been seized.
  - 22.3.4
- 22.4 Where a seized thing is brought before a justice of the peace, the justice may, by order:
- 22.4.1 detain the thing or direct it to be detained in the care of a Person named in the order;
  - 22.4.2
  - 22.4.3 authorize and set terms for the examination, testing, inspection or reproduction of the thing;
  - 22.4.4 set terms necessary for the preservation of the thing; or
  - direct that the thing be returned to the Person from whom it was seized.
  - 22.5.1
- 22.5 Nothing will be detained by order under section 22.4 for longer than 120 days after the seizure unless, before that time has elapsed,
- 22.5.2 upon a motion, a justice of the peace orders its further detention for a specific period; or
  - 22.6.1 a proceeding is commenced in which the thing may be required as evidence.
- 22.6 A justice of the peace may order the release of a thing detained under section 21.4 to the Person from whom it was seized:
- upon the motion of a Person with an interest in the thing;

upon notice to the Person from whom the thing was seized, the Guardian who seized the thing, and any prosecutor; and

where the justice of the peace determines that the seized thing is no longer necessary to an investigation or proceeding.

<sup>22.6.2</sup>  
22.7 Subject to an order of a justice of the peace made under section 21.4, where a seized thing detained by a Guardian is perishable or proper storage facilities are not available, the  
<sup>22.6.3</sup>  
Guardian may destroy it or dispose of it, and any proceeds of a disposition will be:

paid to the lawful owner or Person lawfully entitled to possession of the thing, unless proceedings under this Act are commenced within 90 days of its seizure; or

<sup>22.7.1</sup> retained by the Guardian pending the outcome of the proceedings.

<sup>22.8</sup>  
<sup>22.7.2</sup> Vuntut Gwitchin Government and its employees, officials or agents are not liable for any loss or damage arising from the destruction, disposal or deterioration of any thing seized and detained in accordance with this Act, unless the employee, official or agent was negligent in the care of the thing.

## **23.0 FORFEITURES**

23.1 Notwithstanding section 22.0, a seized thing, or any proceeds from its disposition, will be forfeited to Vuntut Gwitchin Government where:

<sup>23.1.1</sup> the lawful ownership or possession of the thing cannot be determined within 30 days;

<sup>23.1.2</sup>

<sup>23.1.3</sup> the lawful owner abandons the thing;

<sup>23.1.4</sup> the thing is a sample taken by a Guardian for examination or testing;

<sup>23.1.5</sup>

the use or possession of the thing is an offence under the Act; or

<sup>23.2.1</sup> the lawful owner or possessor is convicted of an offence under the Act and the convicting court orders the forfeiture.

<sup>23.2.2</sup>  
23.2 Section 23.1.4 applies even where:

no charge is laid in relation to the thing seized; or

the accused is acquitted of the offence or the charge is withdrawn or stayed.

23.3 The Council may deal with and dispose of any thing forfeited under this section.

23.4 The lawful owners and possessors of any thing seized or forfeited under this Act are jointly and severally liable for all costs of inspection, seizure, forfeiture or disposition incurred by

Vuntut Gwitchin Government that exceed any proceeds from the disposition of the forfeited thing.

## **24.0 OFFENCES AND PENALTIES**

24.1 No Person will:

commit mischief;

alter, imitate or duplicate a Grant, Permit or Access Notice Certificate;

24.1.1 impersonate the holder of a Grant, Permit, Access Notice Certificate or access right;

24.1.2

24.1.3 without lawful authority, remove, alter or destroy any sign, warning or order posted under the Act;

24.1.4

obstruct a Guardian in the lawful performance of duties under the Act;

24.1.5

ignore or disobey a warning or order under the Act; or

24.1.6

24.1.7

knowingly make any false statement to a Guardian.

24.2 Every Person who violates a provision of this Act is guilty of an offence and is liable upon summary conviction to a fine not exceeding three hundred thousand dollars, to imprisonment for a term not exceeding six months, or to both.

24.3 In addition to any other penalty imposed upon conviction for an offence under this Act, a court may, on its own initiative or on application by the prosecution, order the convicted

24.3.1 person to:

24.3.2

take any action to prevent, mitigate or remedy any damage to Settlement Land caused by the offence; and

comply with any conditions the court deems appropriate for securing the Person's good conduct and preventing future offences.

24.4 Where a corporation commits an offence under this Act, any officer, director or agent of the corporation who directed, authorized, assented to, acquiesced in or participated in the commission of the offence is a party to and guilty of the offence and is liable on conviction to the penalty provided under this Act, whether or not the corporation has been prosecuted.

24.5 A Person may be convicted of an offence under this Act where it is established that the offence was committed by an employee or agent of the Person, whether or not the employee or agent is identified or has been prosecuted for the offence.

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- 24.6 Where an offence under this Act is committed on or continued for more than one day, the offence is a separate offence for each day it is committed or continued.
- 24.7 A prosecution, conviction or penalty for an offence under this Act does not relieve a Person of other liability.
- 24.8 Any fines paid into court under section 24.2 must be paid to Vuntut Gwitchin Government.

**25.0 PROCEEDINGS**

***Who may bring charges***

- 25.1 Except with the written authorization of the Council, only Vuntut Gwitchin Government may commence proceedings in respect of an offence under the Act.

***Summary Convictions Act applies***

- 25.2 Any offence or ticket under this Act will be prosecuted as an offence against an enactment pursuant to the *Summary Convictions Act*, RSY 2002, c. 210, with any necessary modifications to the reading of that Act, except that the Council may:
- 25.2.1 enact regulations for the prosecution of offences in the Vuntut Gwitchin Court; and
  - 25.2.2 establish community-based or traditional justice procedures.

***Limitation***

- 25.3 A prosecution of an offence under this Act will begin not more than two years after the
- 25.3.1 later of:
    - 25.3.2 the day the offence was committed; or
    - the day a Guardian first became aware of evidence sufficient to justify a prosecution for the offence.

***Evidentiary rules***

- 25.4 In a prosecution or other proceeding under this Act:
- a statement signed by the chief of Vuntut Gwitchin Government will be admissible in evidence as prima facie proof of facts relating to:
    - 25.4.1.1 the issue, renewal, amendment, cancellation, suspension or termination of a Grant, Permit or Access Notice Certificate;

- 25.4.1.2 whether or not a Person is a holder of a Grant, Permit or Access Notice Certificate;
- 25.4.1.3 the service of any notice, warning or order;
- 25.4.1.4 the appointment or designation of the Director or a Guardian; or
- 25.4.1.5 the scope of the Director or a Guardian's authority; and
- a statement signed by the director or designate of any laboratory operated, maintained, supported or certified by a Government or university will be admissible as prima facie proof of the facts in the statement; and
- 25.4.2 in either case, the statement is conclusive proof of the authority of the Person making the statement, without proof of that Person's appointment or signature.
- 25.4.3
- 25.5 In a prosecution or other proceeding under this Act, it is prima facie proof that a Person charged with committing an offence is the same Person named as a holder of a Grant, Permit or Access Notice Certificate in a statement issued under section 25.4.1, where both have the same name.
- 25.6 In a prosecution under the Act:
- 25.6.1 the accused has the burden of proving that an exception, exemption, excuse or qualification under the Act operates in favour of the accused; and
- 25.6.2 a ticket or information commencing proceedings is not required to set out or contradict any such exception, exemption, excuse or qualification.

***Defects in form***

- 25.7 No conviction or order made in a matter arising under this Act will be quashed for any defect in form.

**26.0 ADMINISTRATIVE APPEALS**

***Notice of appeal***

- 26.16.2.1 Where the Act provides a right of appeal from a decision, a Person may commence an appeal by delivering a written notice to the Council within 30 days of the decision.
- 26.2.2
- 26.2 A notice of appeal under section 26.1 must include:
- the name of the Person making the appeal;
- a copy of the decision under appeal;

the reasons why the decision should be overturned; and  
the relief sought by the Person.

***Council authority over procedures***

26.3<sup>26.2.3</sup> The Council may, by regulation,  
26.2.4  
assign jurisdiction over appeals to the Vuntut Gwitchin Court; or  
establish alternative procedures to hear and decide appeals.

***Hearing body authority***

26.3.1  
26.3.2  
26.4 In the absence of a regulation under section 26.3, the Review Council will

hear and decide the appeal; or

26.4.1 at its own expense, appoint an independent adjudicator to hear and decide the  
26.4.2 appeal.

26.5 The hearing body may dismiss all or part of an appeal without a hearing if the hearing body determines that:

26.5.1 the appeal is not within the jurisdiction of the hearing body;

26.5.2 the notice of appeal was not filed within 30 days of the decision;

26.5.3 the notice of appeal does not comply with section 26.2;

26.5.4 the appeal is frivolous, vexatious, trivial, or made in bad faith; or  
26.5.5 there is no reasonable chance the appeal will succeed.

***Hearing body decisions***

26.6 In any hearing under this section:  
26.6.2

the Guardian or Director who made the decision under appeal must have an  
opportunity to be heard; and

the hearing body may:

26.6.2.1 consider any relevant evidence;

26.6.2.2 overturn or modify the decision under appeal; and

26.6.2.3 order the Director take any lawful act to carry out the decision of the hearing body.

26.7 A dismissal or decision in an appeal under this section must be:

consistent with Vuntut Gwitchin Law, including the Act;

recorded in written reasons and a copy issued to the Director and the Person making the appeal; and

26.7.1 final and binding on the parties.

26.7.2

## **27.0 DISPUTE RESOLUTION**

26.7.3

### ***Application***

27.1 This section applies to disputes relating to Activities on Settlement Land.

### ***Council authority over procedures***

27.2 The Council may, by Law or Regulation:

27.2.1 assign jurisdiction over disputes to the Vuntut Gwitchin Court; or

27.2.2 establish alternative procedures to resolve disputes.

### ***Notice of dispute***

27.3 Unless a Law or Regulation under section 27.2 requires disputes to be heard by the Vuntut Gwitchin Court or under an alternative procedure, a Person in a dispute under section 27.1 may request dispute resolution by delivering a written notice to the Council.

27.4.1

27.4 A notice of dispute under section 27.3 must include:

27.4.2

27.4.3 the name and mailing address of every Person in the dispute; and

the location of the Settlement Land that is the subject of the dispute; and

the reasons for the dispute.

### **<sup>27.5.1</sup>*Council authority***

27.5 Upon receipt of a notice of dispute, and with the written consent of all the parties, the Council may:

hear and resolve the dispute;



appoint an independent mediator to help the parties negotiate a settlement agreement; or

appoint an independent arbitrator to hear and decide the dispute, where mediation fails to resolve the dispute or the Council believes the matter is not suitable for mediation.

27.5.2

***Costs of mediation or arbitration***

27.5.3

27.6 Unless the Council provides otherwise in a particular case, the parties will share equally in the cost of a mediation or arbitration under this section.

***Agreements in writing***

27.7 Any mediation or arbitration under this section must be conducted under a written agreement signed by all the parties to the dispute.

27.8 A settlement agreement or decision of an arbitrator under this section must be:

27.8.1 consistent with Vuntut Gwitchin Law, including the Act;

27.8.2 recorded in writing and a copy provided to each party, the Director and the Council; and

27.8.3 final and binding on the parties.

**28.0 COMPENSATION FOR EXPROPRIATION BY VUNTUT GWITCHIN GOVERNMENT**

~~28.1~~ 28.1.1 Any compensation payable by Vuntut Gwitchin Government under the Act:

28.1.2 will be in an amount and form that the Council, an arbitrator or a court determines is reasonable and appropriate in the circumstances; and

may include a Grant in substitution for any Grant affected by the action of Vuntut Gwitchin Government that created a right to compensation.

28.2.1

28.2 28.2.2 In a negotiation under section 6.9.1.2, the Council must, at the expense of Vuntut Gwitchin Government, order:

an inspection of the Settlement Land; and

an independent appraisal of the Fair Market Value of the right, title or interest subject to expropriation.

28.3 Where the Council carries out an expropriation under section 6.9.1, it will pay compensation to the Grantee equivalent to:

the Fair Market Value of the interest in Settlement Land being expropriated;

the replacement value of any improvements;

any damages directly attributable any disturbance; and

28.3.1 any damages for any reduction in the value of the Grantee's remaining interest.

28.3.2

28.4 Subject to an agreement reached between the parties to a dispute under section 28.5, the  
28.3.3 Supreme Court of Yukon will have jurisdiction over any dispute under this section.

28.3.4

28.5 In any dispute under this section, the parties may, by agreement:

hire an independent mediator to help the parties negotiate a settlement; or

28.5.1 hire an independent arbitrator to hear and decide the dispute.

**29.0 28.5.2 COOPERATIVE AGREEMENTS; DELEGATION; REGULATIONS; FORMS**

29.1 The Council may enter into an agreement with any Government or organization for the purposes of this Act.

***Delegation by Council***

29.2 The Council may, in writing:

29.2.1 delegate the execution of any power or duty of the Council under the Act, except  
the power to make regulations; and

29.2.2

terminate a delegation made under section 29.2.1.

***Emergency delegation***

29.3 During an Emergency the Chief may, in writing, suspend any delegation made under section 28.2.1 and make a new delegation, and the suspension and new delegation will remain in effect until the next meeting of the Council.

***29.4.1 Delegation by Director***

29.4.2

29.4 The Director may, in writing:

delegate the execution of any power or duty of the Director under the Act; and

terminate a delegation made under section 29.4.1.

***Council authority to regulate***

29.5 The Council may make any regulation it considers necessary for the purposes of the Act.

***Director authority to prescribe forms***

29.6 The Director will prescribe forms, not inconsistent with this Act, for the administration of this Act, and may create, amend or replace such forms as the Director considers appropriate.

**30.0 GENERAL PROVISIONS**

***Liability of Vuntut Gwitchin Government***

30.1 Unless the Act provides otherwise, Vuntut Gwitchin Government and its Council, employees, officials and agents are not liable for any injury, losses, costs, liabilities, expenses, legal fees or damage arising from any act or omission of Council, an employee, official or agent of Vuntut Gwitchin Government in the good faith execution of its duties or powers under the Act.

***Service of documents***

30.2 Any document issued or submitted under this Act may be served by:

30.2.1 personal delivery to the Person to whom it was issued; or

30.2.2 registered mail addressed to the Person to whom it was issued, at the address last known to the sender; or

30.2.3 where the document is a warning or order and the Person to be served is unknown, by posting the document at the head administrative offices of Vuntut Gwitchin Government and in a conspicuous location on the site of the Activity.

***Severability***

30.3 The invalidation of a provision of the Act by a court will not affect the validity of any other provision of the Act.

***Coming into force***

30.4 This Act comes into force, in whole or in part, on a day to be fixed by the Council.