

STATE OF MICHIGAN
COURT OF APPEALS

MAHMOUD A. SALEH,

Plaintiff-Appellant,

v

KRISTEN L. SALEH,

Defendant-Appellee.

UNPUBLISHED

December 17, 2002

No. 237564

Oakland Circuit Court

LC No. 00-635116-DM

Before: Owens, P.J., and Murphy and Cavanagh, JJ.

MEMORANDUM.

Plaintiff appeals as of right the judgment of divorce, incorporating an arbitration award. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

As part of their divorce proceedings, the parties agreed to arbitrate certain property issues. The order providing for arbitration was entered after March 28, 2001, and was subject to the provisions of 2000 PA 419, the act governing domestic relations arbitration. MCL 600.5070(2). Plaintiff moved to vacate the arbitration award based on the undisclosed landlord-tenant relationship between the arbitrator and defense counsel's husband. The arbitrator denied any bias, and stated that he did not disclose the relationship because he did not move his office until after the award was issued. Finding no bias, the circuit court denied the motion to vacate.

MCL 600.5075 governs disqualification of a domestic relations arbitrator. It provides for the disclosure of any circumstance that may affect an arbitrator's impartiality, including a business or professional relationship with a party or attorney. MCL 600.5075(1). If the arbitrator does not withdraw, the party may move for disqualification, and the circuit court may void the arbitration agreement if it finds the arbitrator is disqualified. MCL 600.5075.

MCL 600.5081(2) provides for the vacation of an arbitration award when:

- (a) The award was procured by corruption, fraud, or other undue means.
- (b) There was evident partiality by an arbitrator appointed as a neutral, corruption of an arbitrator, or misconduct prejudicing a party's rights.
- (c) The arbitrator exceeded his or her powers.

(d) The arbitrator refused to postpone the hearing on a showing of sufficient cause, refused to hear evidence material to the controversy, or otherwise conducted the hearing to substantially prejudice a party's rights.

The partiality or bias which will overturn an arbitration award must be certain and direct, and not remote or speculative. *North American Steel Corp v Siderius, Inc*, 75 Mich App 391, 404; 254 NW2d 899 (1977). While an arbitrator must disclose any dealings that might create the impression of bias, the impression must be a reasonable one. *Id.* A peripheral, superficial, or insignificant relationship does not compel vacation on the grounds of partiality. *Id.* A future landlord-tenant relationship with opposing counsel's spouse is a peripheral and insignificant relationship that does not show partiality.

Plaintiff also argues that the arbitration award should be vacated because the court failed to obtain a written acknowledgement from the parties that they were aware of the conditions applicable to arbitration, as provided for in MCL 600.5072. Plaintiff failed to raise this issue below; therefore, it has not been properly preserved for appeal. *Environair, Inc v Steelcase, Inc*, 190 Mich App 289, 295; 475 NW2d 366 (1991). Moreover, there is no evidence suggesting that the parties did not understand any principles of arbitration, and thus any error was harmless. MCR 2.613(A).

Affirmed.

/s/ Donald S. Owens
/s/ William B. Murphy
/s/ Mark J. Cavanagh