



*Representation Agreement Act*

REPRESENTATION AGREEMENT  
REGULATION  
**B.C. Reg. 199/2001**

Deposited August 24, 2001 and effective September 1, 2001  
Last amended January 1, 2023 by B.C. Reg. 279/2022

**Consolidated Regulations of British Columbia**

*This is an unofficial consolidation.*

B.C. Reg. 199/2001 (O.C. 783/2001), deposited August 24, 2001 and effective September 1, 2001, is made under the *Representation Agreement Act*, R.S.B.C. 1996, c. 405, ss. 13 (4) (d), 42 and 42.1.

This is an unofficial consolidation provided for convenience only. This is not a copy prepared for the purposes of the *Evidence Act*.

This consolidation includes any amendments deposited and in force as of the currency date at the bottom of each page. See the end of this regulation for any amendments deposited but not in force as of the currency date. Any amendments deposited after the currency date are listed in the B.C. Regulations Bulletins. All amendments to this regulation are listed in the *Index of B.C. Regulations*. Regulations Bulletins and the Index are available online at [www.bclaws.ca](http://www.bclaws.ca).

See the User Guide for more information about the *Consolidated Regulations of British Columbia*. The User Guide and the *Consolidated Regulations of British Columbia* are available online at [www.bclaws.ca](http://www.bclaws.ca).

Prepared by:  
Office of Legislative Counsel  
Ministry of Attorney General  
Victoria, B.C.

## *Representation Agreement Act*

# REPRESENTATION AGREEMENT REGULATION

B.C. Reg. 199/2001

### *Contents*

- 1 Definitions
- 2 Routine management of adult's financial affairs
- 3 Financial records of representatives
- 3.1 Care records of representatives
- 3.2 Alternative process for witnessing signing
- 4 Definition of expressions used in section 16 (6.1) of the Act
- 5 Remuneration of representative or monitor
- 6 Written notice
- 7 Prescribed forms
- 8 Paid caregivers as representatives
- 9 Extrajurisdictional representation agreements

### SCHEDULE – FORMS 1 TO 5

#### Definitions

**1** In this regulation:

“**Act**” means the *Representation Agreement Act*;

“**registered charity**” has the same meaning as in the *Income Tax Act* (Canada);

“**representative**” includes an alternate representative under section 6 of the Act;

“**RPP**” means a registered pension plan as defined in the *Income Tax Act* (Canada);

“**RRIF**” means a registered retirement income fund as defined in the *Income Tax Act* (Canada);

“**RRSP**” means a registered retirement savings plan as defined in the *Income Tax Act* (Canada);

“**securities**” has the same meaning as in the *Securities Act*;

“**taxable income**” has the same meaning as in the *Income Tax Act* (Canada).

#### Routine management of adult's financial affairs

**2** (1) For the purposes of section 7 (1) (b) of the Act, the following activities constitute “routine management of the adult's financial affairs”:

(a) paying the adult's bills;

(b) receiving the adult's pension, income and other money;

(c) depositing the adult's pension, income and other money in the adult's accounts;

(d) opening accounts in the adult's name at financial institutions;

(e) withdrawing money from, transferring money between or closing the adult's accounts;

- 
- (f) receiving and confirming statements of account, passbooks or notices from a financial institution for the purpose of reconciling the adult's accounts;
  - (g) signing, endorsing, stopping payment on, negotiating, cashing or otherwise dealing with cheques, bank drafts and other negotiable instruments on the adult's behalf;
  - (h) renewing or refinancing, on the adult's behalf, with the same or another lender, a loan, including a mortgage, if
    - (i) the principal does not exceed the amount outstanding on the loan at the time of the renewal or refinancing, and
    - (ii) in the case of a mortgage, no new registration is made in the land title office respecting the renewal or refinancing;
  - (i) making payment on the adult's behalf on a loan, including a mortgage, that
    - (i) exists at the time the representation agreement comes into effect, or
    - (ii) is a renewal or refinancing under paragraph (h) of a loan referred to in that paragraph;
  - (j) taking steps under the *Land Tax Deferral Act* for deferral of property taxes on the adult's home;
  - (k) taking steps to obtain benefits or entitlements for the adult, including financial benefits or entitlements;
  - (l) purchasing, renewing or cancelling household, motor vehicle or other insurance on the adult's behalf, other than purchasing a new life insurance policy on the adult's life;
  - (m) purchasing goods and services for the adult that are consistent with the adult's means and lifestyle;
  - (n) obtaining accommodation for the adult other than by the purchase of real property;
  - (o) selling any of the adult's personal or household effects, including a motor vehicle;
  - (p) establishing an RRSP for the adult;
  - (q) making contributions to the adult's RRSP and RPP;
  - (r) converting the adult's RRSP to a RRIF or annuity and creating a beneficiary designation in respect of the RRIF or annuity that is consistent with the beneficiary designation made by the adult in respect of that RRSP;
  - (s) making, in the manner provided in the *Trustee Act*, any investments that a trustee is authorized to make under that Act;
  - (t) disposing of the adult's investments;
  - (u) exercising any voting rights, share options or other rights or options relating to shares held by the adult;
  - (v) making donations on the adult's behalf to registered charities, but only if

- (i) this is consistent with the adult's financial means at the time of the donation and with the adult's past practices, and
    - (ii) the total amount donated in any year does not exceed 3% of the adult's taxable income for that year;
  - (w) in relation to income tax,
    - (i) completing and submitting the adult's returns,
    - (ii) dealing, on the adult's behalf, with assessments, reassessments, additional assessments and all related matters, and
    - (iii) subject to the *Income Tax Act* and the *Income Tax Act* (Canada), signing, on the adult's behalf, all documents, including consents, concerning anything referred to in subparagraphs (i) and (ii);
  - (x) safekeeping the adult's documents and property;
  - (y) leasing a safety deposit box for the adult, entering the adult's safety deposit box, removing its contents and surrendering the box;
  - (z) redirecting the adult's mail;
  - (aa) doing anything that is
    - (i) consequential or incidental to performing an activity described in paragraphs (a) to (aa), and
    - (ii) necessary or advisable to protect the interests and enforce the rights of the adult in relation to any matter arising out of the performance of that activity.
- (2) For greater certainty, the activities that under subsection (1) constitute "routine management of the adult's financial affairs" do not include any of the following:
- (a) using or renewing the adult's credit card or line of credit or obtaining a credit card or line of credit for the adult;
  - (b) subject to subsection (1) (h), instituting on the adult's behalf a new loan, including a mortgage;
  - (c) purchasing or disposing of real property on the adult's behalf;
  - (d) on the adult's behalf, guaranteeing a loan, posting security or indemnifying a third party;
  - (e) lending the adult's personal property or, subject to subsection (1) (v), disposing of it by gift;
  - (f) on the adult's behalf, revoking or amending a beneficiary designation or, subject to subsection (1) (r), creating a new beneficiary designation;
  - (g) acting, on the adult's behalf, as director or officer of a company.

#### Financial records of representatives

- 3** (1) This section applies to a representative appointed under a representation agreement made under section 7 of the Act who has authority over an adult's financial affairs.

- 
- (2) A representative must make a reasonable effort to determine the adult's property and liabilities as of the date on which the representative first exercises authority on the adult's behalf, and maintain a list of that property and those liabilities.
  - (3) A representative must keep the following records in relation to the period for which the representative is acting:
    - (a) a current list of the adult's property and liabilities, including an estimate of their value if it is reasonable to do so;
    - (b) accounts and other records respecting the exercise of the representative's authority under the representation agreement;
    - (c) all invoices, bank statements and other records necessary to create full accounts respecting the receipt or disbursement, on behalf of the adult, of capital or income.

[en. B.C. Reg. 21/2011, s. 1.]

### Care records of representatives

- 3.1**
- (1) This section applies to a representative who has authority over an adult's personal care or health care, as applicable.
  - (2) Subject to subsection (3), a representative must keep the following records in relation to the period for which the representative is acting:
    - (a) except as set out in the representation agreement, a copy of any record made by the adult of the adult's instructions, wishes, beliefs and values within the meaning of section 16 of the Act;
    - (b) if, since the date the representation agreement was made, the adult's residence changes or there is a material change in the needs of the adult with respect to personal care or health care, information respecting the nature of the change and the decision made by the representative in respect of it;
    - (c) if the representative made on behalf of the adult a decision respecting
      - (i) major health care within the meaning of the *Health Care (Consent) and Care Facility (Admission) Act*, or
      - (ii) the admission of the adult to, or the adult's continued residence in, a care facility within the meaning of the *Health Care (Consent) and Care Facility (Admission) Act*,a description of the decision made and the date on which it was made;
    - (d) if the representative restricts a person from contacting or associating with the adult, information respecting the nature of the restriction and the decision made by the representative in respect of it;
    - (e) if the adult was physically restrained, moved or managed, under authority granted under the representation agreement and section 9 (1) (b) (viii) of the Act or another enactment, a description of who physically restrained, moved or managed the adult and why.

- (3) If an adult, in a representation agreement made under section 9 of the Act, states that the adult's representative is not required to keep one or more of the records described in subsection (2), subsection (2) does not apply to the extent described in the representation agreement.

[en. B.C. Reg. 21/2011, s. 2.]

### Alternative process for witnessing signing

- 3.2 (1) In this section:

“**communicate**” means communicate using audiovisual communication technology, including assistive technology for individuals who are hearing impaired or visually impaired, that enables individuals to communicate with each other by hearing and seeing each other;

“**electronic presence**” or “**electronically present**” means the circumstances in which 2 or more individuals in different locations communicate simultaneously to an extent that is similar to communication that would occur if all the individuals were physically present in the same location.

- (2) For the purposes of section 13 (8) [*signing agreements – alternative process*] of the Act, a representation agreement may be signed while the following are in each other's electronic presence:
- (a) the adult who makes the representation agreement, and, if applicable, the person signing the representation agreement on behalf of the adult who makes the representation agreement;
  - (b) the witness.
- (3) For certainty, in the case of a person signing the representation agreement on behalf of the adult who makes the representation agreement,
- (a) the adult who makes the representation agreement and the person signing on behalf of that adult must be in each other's physical presence, and
  - (b) the person signing on behalf of the adult who makes the representation agreement and the witness may be in each other's electronic presence.
- (4) The witness referred to in subsections (2) and (3) must be a lawyer or a member in good standing of the Society of Notaries Public of British Columbia.
- (5) A representation agreement may be signed by signing complete and identical copies of the representation agreement in counterpart.
- (6) Copies of a representation agreement are identical even if there are nonsubstantive differences in the format between the copies.
- (7) A representation agreement signed in accordance with the alternative process established in this section must include a statement that it was signed and witnessed in accordance with the alternative process.

[en. B.C. Reg. 279/2022, Sch.]

---

**Definition of expressions used in section 16 (6.1) of the Act**

**4** In the Act:

“**mutual fund manager**” has the same meaning as in the *Securities Act*;

“**qualified investment specialist**” means an individual who

- (a) is registered under the *Securities Act* to trade in or advise on securities or exchange contracts, and
- (b) is acting within the scope of the discretionary authority provided by the individual’s registration.

[am. B.C. Reg. 76/2022, s. 4.]

**Remuneration of representative or monitor**

**5** In the Act, “**rate**”, when used in relation to the remuneration of a representative or monitor, includes the method of calculating the amount of remuneration.

**Written notice**

**6** Any written notice required or authorized under this Act to be given to a person under the Act must be given in one of the following ways:

- (a) by sending a copy of the notice by registered mail to the person’s last known address;
- (b) by leaving a copy of the notice
  - (i) with the person,
  - (ii) at the person’s address with an adult person who apparently resides with the person to be notified, or
  - (iii) if the person carries on business, at the person’s place of business with an employee of the person;
- (c) by transmitting a copy of the notice to the fax number provided by the person as an address for notification purposes.

**Prescribed forms**

**7** The forms in the Schedule are prescribed for the following purposes:

- (a) for the purposes of sections 5 (4) and 6 (2) of the Act, Form 1 (Certificate of Representative or Alternate Representative);
- (b) for the purpose of section 12 (5) of the Act, Form 2 (Certificate of Monitor);
- (c) for the purpose of section 13 (4) (d) of the Act, Form 3 (Certificate of Person Signing for the Adult);
- (d) for the purpose of section 13 of the Act, Form 4 (Certificate of Witnesses);
- (e) for the purpose of section 9 (4) of this regulation, Form 5 (Certificate of Extrajurisdictional Solicitor).

[en. B.C. Reg. 21/2011, s. 3.]



---

**Paid caregivers as representatives**

- 8** If an adult, in a representation agreement that was validly made before September 1, 2011, appointed as representative an individual described in section 5 (1) (a) of the Act as amended by section 44 (a) of the *Adult Guardianship and Planning Statutes Amendment Act, 2007*, S.B.C. 2007, c. 34,
- (a) section 5 (1) (a) of the Act as amended does not apply, and
  - (b) the individual may act, or continue to act, as the adult’s representative.
- [en. B.C. Reg. 21/2011, s. 4.]

**Extrajurisdictional representation agreements**

- 9** (1) In this section, “**deemed representation agreement**” means an instrument made in a jurisdiction outside British Columbia that is deemed under subsection (2) to be a representation agreement made under section 9 of the Act.
- (2) Subject to subsections (3) and (4), an instrument is deemed to be a representation agreement made under section 9 of the Act if the instrument
- (a) authorizes a person to assist the maker of the instrument to make decisions, or to make decisions on behalf of the maker of the instrument, respecting personal care or health care,
  - (b) was made by a person who was, at the time of its making, ordinarily resident
    - (i) outside British Columbia but within Canada, or
    - (ii) within the United States of America, the United Kingdom of Great Britain and Northern Ireland, Australia or New Zealand,
  - (c) was validly made according to the laws of the jurisdiction in which
    - (i) the person was ordinarily resident, and
    - (ii) the instrument was made, and
  - (d) continues to be effective in the jurisdiction in which the instrument was made.
- (3) Subsection (2) does not apply to an agreement made under Part 1 or 2 of Schedule A of the *Adult Protection and Decision-Making Act* (Yukon).
- (4) To be effective in British Columbia, a deemed representation agreement must be accompanied by a certificate prescribed under this regulation from a solicitor permitted to practise in the jurisdiction in which the deemed representation agreement was made indicating that the deemed representation agreement meets the requirements set out in subsection (2) (a) to (c).
- (5) A person named as a representative in a deemed representation agreement must not, in British Columbia, exercise any powers or perform any duties as a representative
- (a) that could not lawfully be exercised or performed by a representative
    - (i) under section 9 of the Act, or

- (ii) in the jurisdiction in which the deemed representation agreement was made, and
- (b) unless both the person who made the deemed representation agreement and the representative are at least 19 years of age.  
[en. B.C. Reg. 21/2011, s. 4.]

**SCHEDULE**

[en. B.C. Reg. 21/2011, s. 5; am. B.C. Regs. 111/2011, App.; 162/2011; 76/2022, ss. 3 and 4.]

**FORM 1**

**CERTIFICATE OF REPRESENTATIVE OR ALTERNATE REPRESENTATIVE**

*(sections 5 (4) and 6 (2) of the Representation Agreement Act)*

*[to be completed by each representative and alternate representative named in a representation agreement made under section 7 of the Representation Agreement Act]*

**Part 1 – Identification of representative or alternate representative**

- 1 This certificate applies to the representation agreement made ..... [date] by ..... [name of adult].
- 2 I am named in the representation agreement as representative or alternate representative.
- 3 My contact information is as follows:  
..... [name]  
..... [telephone number], of  
..... [address],  
..... [city, province, postal code],  
..... [date of birth, if not a trust company or credit union].

**Part 2 – Certifications made by representative or alternate representative**

- 1 I certify that
  - (a) I am an adult *[does not apply to a trust company or credit union]*,
  - (b) I do not provide, for compensation, personal care or health care services to the adult who made the representation agreement, or I do provide the services described in this paragraph, but I am a child, parent or spouse of the adult,
  - (c) I am not an employee of a facility in which the adult who made the representation agreement resides and through which the adult receives personal care or health care services, or I am an employee described in this paragraph, but I am a child, parent or spouse of the adult,
  - (d) I am not a witness to the representation agreement,
  - (e) I have read and understand, and agree to accept, the duties and responsibilities of a representative as set out in section 16 of the *Representation Agreement Act*, and
  - (f) I have read and understand section 30 of the *Representation Agreement Act* and have no reason to make an objection as described in that section.

..... [date].  
*[signature of representative, alternate representative or  
authorized signatory of a trust company or credit union]*

**FORM 2**

**CERTIFICATE OF MONITOR**

*(section 12 (5) of the Representation Agreement Act)*  
*[to be completed by the person named as monitor]*

**Part 1 – Identification of monitor**

- 1 This certificate applies to the representation agreement made ..... [date] by  
..... [name of adult].
- 2 I am named in the representation agreement as monitor.
- 3 My contact information is as follows:  
..... [name]  
..... [telephone number], of  
..... [address],  
..... [city, province, postal code].

**Part 2 – Certifications made by monitor**

- 1 I certify that
  - (a) I am an adult,
  - (b) I have read and understand, and agree to accept, the duties and responsibilities of a monitor as set out in section 20 of the *Representation Agreement Act*, and
  - (c) I have read and understand section 30 of the *Representation Agreement Act* and have no reason to make an objection as described in that section...... [date].  
*[signature of monitor]*

**FORM 3**

**CERTIFICATE OF PERSON SIGNING FOR THE ADULT**

*(section 13 (4) (d) of the Representation Agreement Act)*  
*[to be completed by the person who signs a representation agreement made under section 7 of the  
Representation Agreement Act for the adult making the agreement,  
if the adult is physically incapable of signing]*

**Part 1 – Identification of the person signing on behalf of the adult**

- 1 This certificate applies to the representation agreement made ..... [date] by  
..... [name of adult].
- 2 I signed the representation agreement on behalf of the adult.
- 3 My contact information is as follows:  
..... [name]

..... [telephone number], of  
..... [address],  
..... [city, province, postal code].

**Part 2 – Certifications made by the person signing on behalf of the adult**

**1** I certify that

- (a) I am an adult *[does not apply to a trust company or credit union]*,
- (b) the adult who made the representation agreement was present when I signed the representation agreement on that adult’s behalf, and directed me to sign because the adult was physically incapable of signing,
- (c) I understand the type of communication used by the adult who made the representation agreement when the adult directed me to sign the agreement,
- (d) I am not named in the representation agreement as a representative or an alternate representative, and
- (e) I am not a witness to the representation agreement.

....., ..... [date].  
*[signature of person signing for the adult]*

**FORM 4**

**CERTIFICATE OF WITNESSES**

*(section 13 of the Representation Agreement Act)*

*[to be completed by each person witnessing the signing of a representation agreement made under section 7 of the Representation Agreement Act]*

**Part 1 – Identification of, and certifications made by, first witness**

**1** This certificate applies to the representation agreement made ..... [date] by  
..... [name of adult].

**2** I witnessed the signing of the representation agreement by, or on behalf of, the adult.

**3** My contact information is as follows:

..... [name]  
..... [telephone number], of  
..... [address],  
..... [city, province, postal code].

**4** I certify that

- (a) I am an adult *[does not apply to a trust company or credit union]*,
- (b) the adult who made the representation agreement was present when I witnessed the representation agreement,
- (c) I understand the type of communication used by the adult who made the representation agreement, or had interpretive assistance to understand that type of communication,
- (d) I am not named in the representation agreement as a representative or an alternate representative,

- (e) I am not a spouse, child, parent, employee or agent of a person named in the representation agreement as a representative or an alternate representative *[does not apply to an employee or agent of the Public Guardian and Trustee, a lawyer, a member in good standing of the Society of Notaries Public of British Columbia, a trust company or a credit union]*, and
- (f) I have read and understand section 30 of the *Representation Agreement Act* and have no reason to make an objection as described in that section.  
....., ..... *[date]*.  
*[signature of witness]*

**To Make an Objection**

If you believe that you have grounds to make an objection at this time, you

- (a) must not witness the representation agreement,
- (b) must not execute this certificate, and
- (c) may report your objection to the Public Guardian and Trustee.

**Part 2 – Identification of, and certifications made by, second witness**

*[to be completed only if the first witness is not a lawyer or a member in good standing of the Society of Notaries Public of British Columbia]*

- 1 This certificate applies to the representation agreement made ..... *[date]* by ..... *[name of adult]*.
- 2 I witnessed the signing of the representation agreement by, or on behalf of, the adult.
- 3 My contact information is as follows:  
..... *[name]*  
..... *[telephone number]*, of  
..... *[address]*,  
..... *[city, province, postal code]*.
- 4 I certify that
  - (a) I am an adult *[does not apply to a trust company or credit union]*,
  - (b) the adult who made the representation agreement was present when I witnessed the representation agreement,
  - (c) the first witness and I were in the presence of each other when each of us witnessed the representation agreement,
  - (d) I understand the type of communication used by the adult who made the representation agreement, or had interpretive assistance to understand that type of communication,
  - (e) I am not named in the representation agreement as a representative or an alternate representative,
  - (f) I am not a spouse, child, parent, employee or agent of a person named in the representation agreement as a representative or an alternate representative *[does not apply to an employee or agent of the Public Guardian and Trustee, a lawyer, a member in good standing of the Society of Notaries Public of British Columbia, a trust company or a credit union]*, and

(g) I have read and understand section 30 of the *Representation Agreement Act* and have no reason to make an objection as described in that section.

..... [date].  
[signature of witness]

**To Make an Objection**

If you believe that you have grounds to make an objection at this time, you

- (a) must not witness the representation agreement,
- (b) must not execute this certificate, and
- (c) may report your objection to the Public Guardian and Trustee.

**FORM 5**

**CERTIFICATE OF EXTRAJURISDICTIONAL SOLICITOR**

*(made under section 9 (4) of the Representation Agreement Regulation)*

*[to be completed by a solicitor in the jurisdiction in which an extrajurisdictional representation agreement was made]*

**Part 1 – Identification of solicitor**

**1** This certificate applies to the instrument made ..... [date] by ..... [name of adult], authorizing ..... [name of person or persons] to do the following:

.....  
.....  
.....  
.....  
.....  
.....

*[summary of the powers the person, or each person, is granted].*

**2** I am lawfully entitled to practise law in ..... [province or state, if applicable, and country].

**3** My contact information is as follows:

..... [name]  
..... [telephone number]  
..... [address]  
..... [city, province or state]  
..... [postal code or zip code]  
..... [e-mail (optional)].

**4** The regulatory body that governs the practice of law in my jurisdiction is ..... [name]

---

..... [telephone number]  
..... [address]  
..... [city, province or state]  
..... [postal code or zip code].

**Part 2 – Certifications made by solicitor**

**1** I certify that

- (a) the instrument described in Part 1 of this certificate authorizes a person to assist the maker of the instrument to make decisions, or to make decisions on behalf of the maker of the instrument, respecting personal care or health care,
- (b) at the time of making the instrument, the adult who made it was to the best of my knowledge ordinarily a resident of ..... [province or state, if applicable, and country], and that jurisdiction is
  - (i) outside British Columbia but within Canada, or
  - (ii) within the United States of America, the United Kingdom of Great Britain and Northern Ireland, Australia or New Zealand, and
- (c) the instrument was validly made according to the laws of the jurisdiction in which
  - (i) the adult who made the instrument was ordinarily resident, and
  - (ii) the instrument was made.

....., ..... [date].  
[signature of solicitor]