

Making & Registering Your Representation Agreement Section 7

FINANCIAL & LEGAL (RA7 F+L)

IMPORTANT: Save this document to your computer or the form will not print correctly and will not be fillable. Right click on the link at the webpage and then open using Acrobat Reader. You can download the current version of Reader at <https://get.adobe.com/reader/>

Headings below are links—click to view section

WHO IS NIDUS AND WHO IS THIS PACKAGE FOR?..... 2-3

AN EXPLANATION OF THE BASIC RA7 F+L FORM FOR THE FUTURE PATH

What is covered by the Basic RA7 F+L in this package? 4

OVERVIEW OF EPA VERSUS RA7 F+L

Chart showing authorities covered by Enduring Power of Attorney vs RA7 F+L 6

RESOURCES 7

GETTING READY TO MAKE THE BASIC RA7 F+L IN THIS PACKAGE

Important things to review 8

INSTRUCTIONS FOR COMPLETING AND REGISTERING BASIC RA7 F+L

Finding two qualified witnesses, filling in form, signing & witnessing 9

What to do if the representative, alternate and/or monitor lives out-of-town 12

How to register the completed RA7 F+L 12

BASIC RA7 F+L FORM AND CERTIFICATES - 9 pages

Representation Agreement (Section 7 F+L) and Certificates..... 13-21

REPRESENTATION AGREEMENT ACT SECTIONS REFERRED TO IN CERTIFICATES

Section 16 Duties of Representatives 22

Section 20 Duties and Powers of Monitors 23

Section 30 Making and Responding to Objections 24

WHO IS NIDUS?

The Nidus Personal Planning Resource Centre is a **non-profit charitable organization**. Nidus provides information and assistance to British Columbians about personal planning and has particular expertise in Representation Agreements. There is currently no organization like Nidus in any other province, or perhaps any other country.

Nidus was established in 1995 by citizens and community groups who were involved in a consensus based grassroots law reform of adult guardianship. A community-government partnership led to the creation of the Representation Agreement Act and the Health Care Consent and Care Facility Admission Act and two other related statutes. The law reform was a non-partisan effort and unanimously supported by the Legislative Assembly of BC.

The Representation Agreement Act of BC came into effect on February 28, 2000. Nidus helps adults to learn about, make, register and use Representation Agreements—to maintain and enhance their self-determination at critical times when others may question their capability and dismiss their wishes.

Although the BC government supported the law reform, it has not funded education for the public or those within its own systems and programs. Thanks to donations and fees for services and various short-term project grants, Nidus tries to fill the gaps.

Nidus collaborates with legal experts to help us provide accurate and up-to-date information and legal forms. Nidus collaborates with health care providers and the key contacts in the financial sector on best practices for education and ethical use of planning documents.

Nidus also operates the **Personal Planning Registry**, which was first discussed during the law reform. The government decided not to implement a Registry and Nidus launched the first online version in 2002 because the public wanted it. *'After all, there is a Registry for Wills but it is for after you die. Timely communication is much more critical while you are alive!'*

Nidus launched its new online Registry system in June 2014—with more features and incorporating the latest technology. The Personal Planning Registry is financially sustainable and the only one of its kind!

Registry fees are modest and any surplus revenues go toward the charitable education work of Nidus.

The Registry service offers centralized storage for important information and documents, such as Representation Agreements, Enduring Powers of Attorney and even copies of Wills. The Registry helps you keep organized; it's convenient and provides safe and accessible management. The Registry lets you make your plans available to those who need to know—so your wishes can be found and honoured.

Nidus does not give legal advice.

Nidus is a Latin term for nest: a symbol of support and safety to enable self-determination.

HOW CAN YOU SUPPORT NIDUS?

Nidus is a charity and donations receive a receipt for income tax purposes. Go to www.nidus.ca to make a donation online or send a cheque. If you would like to be a sponsor or contract our services, please email info@nidus.ca. You can also help by telling others about Nidus—the law belongs to all of us.

Who is this package for?

This package is for **adults** who are **on the future path**. (The age of adulthood in BC is 19 years.)

In BC, there are two paths for personal planning:

1. The FUTURE path is for adults who are considered mentally capable of understanding the nature and effect of the document they are making;
2. The NEED HELP TODAY path is for adults whose mental capability is currently in question. See the heading below for directions to the appropriate package and forms for this path.

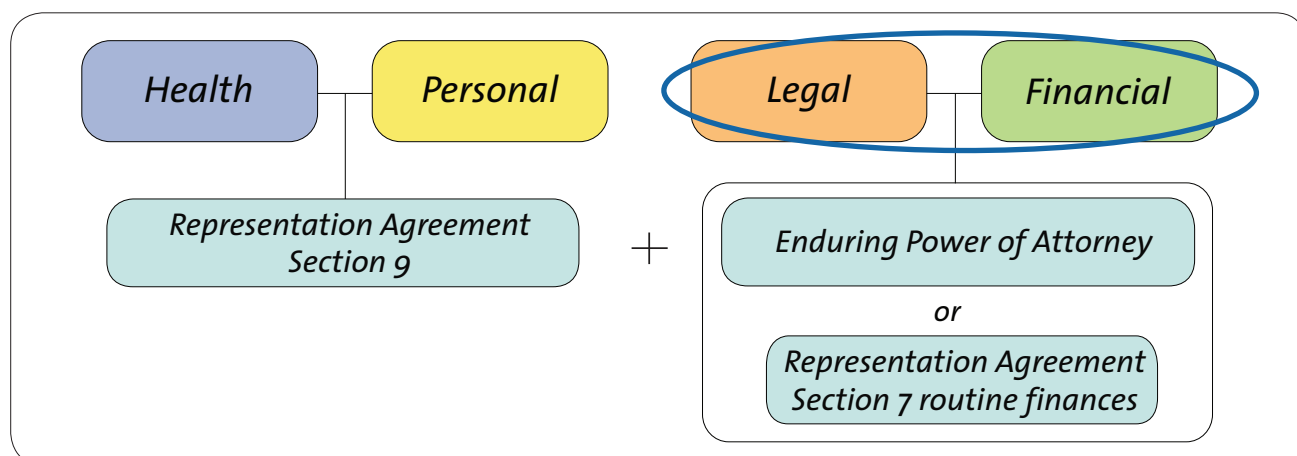
FUTURE PATH

This booklet is about planning for financial and legal affairs on the future path—for adults who want to make a Representation Agreement Section 7 for routine financial and legal affairs.

You will notice the 'or' on the chart below, under legal and financial. You need to choose which document fits your situation. For details on the Enduring Power of Attorney, see our 'Guide to Making an EPA'—go to www.nidus.ca > Information > Enduring Power of Attorney > [More EPA Resources](#).

What about health and personal care matters?

There is a separate package about planning for health and personal care—making a Representation Agreement Section 9. Go to www.nidus.ca > [Planning on the Future Path](#) (middle heading).



Where do I find the package for the NEED HELP TODAY path?

If you are helping someone to manage their affairs and make decisions, go to www.nidus.ca > click on the first or third heading, according to the situation. You will find the appropriate forms.

Helping a Relative with a Disability from Birth or Childhood - [first heading at website homepage](#)

- Adults whose capability to understand is in question due to a disability from birth or childhood.
 - For example, adults with a developmental disability (special needs), adults with Fetal Alcohol Spectrum Disorder, adults with autism, adults with a brain injury from a childhood accident.

Caring for someone whose disability occurred after Adulthood - [third heading at website homepage](#)

- Adults whose mental capability to demonstrate they 'understand' has been affected by injury or illness after becoming an adult. They do NOT have any documents in place or they are not sufficient.
 - For example, adults with advanced dementia, adults with a serious stroke, or other condition.
 - The adult may need temporary assistance as they recover or ongoing (permanent) assistance with decision making and to manage their affairs.

AN EXPLANATION OF THE BASIC RA7 F+L

Do I need to use a particular RA7 F+L form?

There is no required form that you must use for making a Representation Agreement Section 7 for financial and legal affairs (RA7 F+L). However, there are a number of legal requirements and conventions involved and it is not recommended that you write your own RA7 F+L form.

Nidus RA forms have been used and honoured since the law came into effect in February 2000. Nidus collaborates with legal experts to be sure the forms meet the legal requirements. Nidus also uses feedback from the public and professionals to address practical issues.

The provincial government published an RA7 form on September 1, 2011. However, it is not specific to financial and legal affairs and has other drawbacks. If you want more details about the government forms watch the review on video at www.nidus.ca — click Get Help > [Videos](#).

What is the purpose of the RA7 F+L for the future path?

The Representation Agreement Act (RA Act) lists the broadest authorities for health and personal care under Section 9 (RA9) and is for adults who make these decisions independently now and want to plan for the future in case they need help.

The RA Act lists authorities for **routine management of financial affairs** and **obtaining legal services** under **Section 7**. This means that adults who manage their own affairs now and want to plan for the future—in case they need assistance or someone to act on their behalf—might make an RA7 F+L. The RA9 and the RA7 F+L are two separate documents.

Most people make an RA9 and an Enduring Power of Attorney (EPA), but some people might make an RA9 and an RA7 F+L.

You might use the RA7 F+L in this package if you do not need the coverage of an EPA— for your financial and legal affairs—now or in the future. Most British Columbians will make an EPA as it is more comprehensive and more familiar to financial and government institutions.

For examples of RA7 F+L situations that Nidus has worked with, please go to www.nidus.ca > [Planning on the Future Path](#) (on the homepage)—refer to the section on planning for financial and legal affairs.

What is covered by the Basic RA7 F+L in this package?

Please review the chart on page 6 for an overview of some of the items covered in an Enduring Power of Attorney (EPA) and NOT in the RA7 F+L.

This package provides a Basic RA7 F+L form starting on page 13, after the instructions.

- It is for naming 1 representative and 1 alternate and a monitor.
- This form **requires** naming someone as a **monitor**—for the authority for routine management of financial affairs to be valid.
 - The person named as a monitor cannot also be the representative or the alternate.
 - The monitor fulfills the RA Act requirement for an extra safeguard if finances are included in an Agreement. The only exception to this requirement is if the representative is the adult's spouse and no alternate is named in the Agreement.

- A Representation Agreement under Section 7 requires **Certificates** to be completed and attached. The necessary Certificates are provided in this package.
- The Certificates refer to Sections 16, 20 and 30 of the RA Act. These are provided in the package as information.

The Basic RA7 F+L covers the following authorities (see #4 on the RA7 F+L form):

- Routine management of financial affairs (please see the Resources section in this package to read how this is defined in the RA Act Regulation), and
- Obtaining legal services and instructing counsel. (This authority includes settling insurance claims, actions in Small Claims Court or hiring and instructing a lawyer on your behalf. A representative cannot initiate divorce on your behalf and does not have authority to make a Will for you.)

For full details of what is covered by the Nidus Basic RA7 F+L in this package and to help your representative, please go to our homepage at www.nidus.ca > [Planning on the Future Path](#)—refer to the section on planning for financial and legal affairs.

What about wishes? How does the RA7 F+L relate to health & personal care?

Traditionally, there has been little focus on relaying wishes for how your finances should be managed. It is a good idea to talk with your representative, alternate, and monitor about your wishes and values related to money management.

Your financial situation and health and personal care needs are interrelated. Your eligibility and subsidies for particular services may depend on your personal and/or family income. Health authority case managers review income tax returns when assessing service needs.

If the people you named in your RA9 are different from those you named in your RA7 F+L, it will be especially important for you to introduce them to each other and to discuss how they need to work together. For example, decisions about health equipment and support services you need (covered by the authority in the RA9) will cost money (covered by the authority in the RA7 F+L).

Just like for health care wishes, you want to be careful what detail you put down in writing. You don't want to limit the ability of those you named from being able to help you. They will need to make decisions based on the conditions at the time, when opinions and options might have changed. For example, the federal or provincial government may change the rules for certain benefits or subsidies.

See the Resources on page 7 for tools to help you discuss your wishes with those named in your Agreement.

OVERVIEW OF EPA VERSUS RA7 F+L

The following is an general overview only. Please see the detailed chart available at www.nidus.ca > Information > Enduring Power of Attorney > Resources > [Comparison Chart EPA vs RA7 F+L](#).

| AUTHORITY | EPA <i>Go to a notary public or lawyer to make</i> | RA7 F+L <i>Use Nidus form for self-help</i> |
|--|--|---|
| Banking - open/close account, deposit/withdraw money. Accessing, leasing or closing safety deposit box. | ✓ | ✓ |
| Applying for and managing benefits and entitlements. | ✓ | ✓ |
| Selling a vehicle. | ✓ | ✓ |
| Purchasing, renewing or cancelling insurance; managing existing loans. [RA7 F+L cannot purchase life insurance.] | ✓ | ✓ |
| Making, managing and disposing of investments; converting RRSP to a RRIF. | ✓ | ✓ |
| Re-directing the mail. | ✓ | ✓ |
| Dealing with Canada Revenue. | ✓ | ✓ |
| Obtaining accommodation (Co-op, rental) other than by purchasing real estate. | ✓ | ✓ |
| Exercising any voting rights, share options or other rights or options relating to shares you hold. | ✓ | ✓ |
| Using your money for the benefit of others (e.g. minor children or spouse), including travel to your bedside. | Must specify | No |
| Dealing with your real estate or any land title issue. | ✓ | No |
| Acting on your behalf of a corporation you own or serve on. | ✓ | No |
| Being paid a fee for acting on your behalf. | Must specify | No |
| Dealing with pension or other asset in another jurisdiction (province or country). It will depend on their legislation. | Most likely | Not likely |
| Using your Credit Card; making a Will on your behalf. | No | No |

RESOURCES

Information and FAQ related to this package

Go to www.nidus.ca > click on the middle photo/heading [Planning on the Future Path](#)

Custom RA7 F+L Form

You need to book an appointment to discuss a Custom RA7 form. Go to www.nidus.ca > click [BOOK NOW](#) in the right sidebar OR click Get Help > [Appointments](#). There is an initial fee of \$25.00 for an appointment. This fee is non-refundable. The minimum fee for a custom form is \$50.00, which includes the fee to register your completed document.

- You would order a Custom RA7 F+L if you want to include more people or assign different roles than provided by the Basic RA7 F+L form. For example, instead of naming someone as a monitor, you can satisfy the extra safeguard requirement by naming two representatives who must act jointly (together). A Custom form will include the necessary legal wording.

Free presentations

Go to www.nidus.ca > click on Get Help > [Presentations](#) — regular webinars and Registry demo.

Videos

Go to www.nidus.ca > click on Get Help > [Videos](#)

Personal help

Go to www.nidus.ca > right sidebar, click on [BOOK NOW](#) OR click Get Help > [Appointments](#)

- Book an in-person or phone appointment with Nidus staff to discuss your situation

Keeping informed and up-to-date

Go to www.nidus.ca > Right Sidebar > [Subscribe to Nidus News](#); Read [AskJoanne](#) posts

Discussing wishes

Go to www.nidus.ca > click on Get Help > [Discussion Tools](#)

- Values and Beliefs Discussion Guide

More information on Representation Agreements

Go to www.nidus.ca > click on Information > Representation Agreement > [More RA Resources](#)

Information on Enduring Power of Attorney

Go to www.nidus.ca > click on Information > Enduring Power of Attorney > [More EPA Resources](#)

Safekeeping / Changing / Using Documents

Go to www.nidus.ca > click on My Documents

Information on Adult Guardianship

Go to www.nidus.ca > click on Information > [Adult Guardianship Fact Sheet](#)

BC legislation

Go to www.bclaws.ca > Laws of British Columbia > Statutes and Regulations

GETTING READY TO MAKE THE BASIC RA7 F+L

Have I determined I don't need an EPA?

An Enduring Power of Attorney is the most comprehensive document for financial and legal affairs. The RA7 F+L only covers routine financial affairs. Review the chart on page 6 and see page 7 for EPA Resources.

What if I previously made an RA7 or an EPA?

If you have an existing RA7 that includes financial and legal authorities, you may need to revoke (cancel it) before you proceed to make a new one. It is a good idea to check before cancelling an existing EPA or RA7. For revocation forms, go to www.nidus.ca > My Documents > [Changing Documents](#)

How many people does the Basic RA7 F+L include?

The Representation Agreement Section 7 F+L form included in this booklet is for appointing three different people:

- 1 person in the role of representative
- 1 person in the role of alternate representative
- 1 person in the role of monitor (**required** for the form to be valid - see #8 on form)

Only name people that you trust. If you want a different set-up, see page 7 about a Custom RA7 F+L.

What if I do not have an alternate? Can I still use this form?

Yes. If you only have two people—one to be a representative and the other to be a monitor—you can neatly put a line through the section for the alternate on page 2 of the RA7 F+L form at #5 and on page 3 at #11. You and the witnesses should initial. Also remove one of the Certificates of Representative/Alternate (Form1).

Are you ready to complete the RA7 F+L form?

RULES FOR USE

The RA7 F+L form in this booklet is **copyright and for personal use only**. The instructions are based on requirements of the Representation Agreement Act and must be followed to complete a valid Agreement.

You must not change, re-arrange or otherwise adapt the RA7 F+L form—you must not add or cross out wording on the form. You must not use the wording to create another form or resource. You require permission in advance to make any alterations.

FILLING OUT THE FORM - TYPE OR PRINT

You must open and print the form using Adobe Reader. The RA7 F+L form is provided in fillable PDF format and you can type in available fields. You can also print the form and handwrite in the fields. Even if you are able to type online, some fields such as date of signing and signatures, must be filled in by hand—*print clearly*.

If you make a mistake, neatly put a line through the mistake and make the correction. Do not use whiteout on the form. Do not leave any blank fields.

DON'T FORGET TO REGISTER YOUR COMPLETED AGREEMENT

Once you have completed your Agreement, you can register it. See the directions at page 12.

INSTRUCTIONS FOR COMPLETING RA7 F+L

An RA7 requires Certificates to be completed. They are part of the legal document.

RA7 F+L STEP 1

Review the following requirements.

1. I want to make the RA7 F+L provided in this package.

- ☐ Please review the chart on page 6 and EPA Resources referred to on page 7. It is your responsibility to determine the Basic RA7 F+L form fits your situation.

2. Everyone in the Agreement is an adult according to BC law.

- ☐ You and everyone named in the Agreement are 19 years or older. In the form, you are referred to as the adult.

3. My representative and alternate have agreed and are qualified. (You should be cautious about naming someone who lives in the United States as they may need to file a special income tax form.)

- ☐ The Representation Agreement Act states that your representative or alternate cannot be someone who is paid or receives some other benefit for providing health care or personal care services to you (the adult)—for example not your doctor or a paid caregiver—unless they are your spouse, parent or child.
- ☐ The Representation Agreement Act states that your representative or alternate cannot be an employee of a facility where you live and receive health or personal care service—for example, not staff of an Assisted Living Residence —unless they are your spouse, parent or child.

If you were formerly in care or go into care provided by a licensed community care facility (e.g. group home, residential care, hospice), extended care or a private hospital, your representative may not be able to act if they are a licensee, employee, contract staff or volunteer in the same type of care (although not necessarily the same institution you go into.) Nidus will write a fact sheet on this.

4. I have arranged for two witnesses who can get together with me at the same time. My witnesses are qualified. See below and the Certificate of Witnesses (p. 20 of this package).

A legal professional is not required to make a Representation Agreement and the RA7 F+L form in this package does not provide wording for a legal professional to be a witness.

Requirements of qualified witnesses:

- ☐ Must each be 19 years of age or older, and;
- ☐ Must understand the type of communication used by you (the adult); and
- ☐ NOT be a representative or alternate representative named in the Agreement; and
- ☐ NOT be the spouse (*legally married or marriage-like relationship*) or the child or parent (*by birth or adoption*) of a representative or alternate representative who is named in the Agreement, and;
- ☐ NOT the employee of a representative or alternate representative; NOT the agent (someone who can act on behalf) of a representative or alternate representative who is named in the Agreement.

Filling in names and contact information —no signing or dating yet

1. Gather information for completing the RA7 F+L form. You are referred to as the 'adult' in the Agreement. You will need contact information for each person who is named in the Agreement.
2. You **must** name someone as a **monitor** unless the representative is the adult's spouse and no alternate is named. See wording on the form.
3. Type the information into the fields provided or print the forms and hand write. Use pen, not pencil. If you make a mistake neatly put a line it and make the correction—do not use white out.

| REPRESENTATION AGREEMENT (SECTION 7) FOR ROUTINE MANAGEMENT OF FINANCIAL AFFAIRS AND LEGAL AFFAIRS | |
|--|--|
| 1. In accordance with the Representation Agreement Act R.S.B.C. 1996 c. 405 as amended ("RA Act"), this Representation Agreement ("Agreement") is made on: | |
| Date the Adult and Witnesses signed (Month, DD, YYYY) | |
| 2. ADULT'S INFORMATION This Representation Agreement belongs to: | |
| Full legal name of the Adult (first, middle, last) Jonathan Smith | Common name/Nickname John |
| Current address of the Adult (incl. postal code) 1234 Safari Lane, Maple Ridge, BC, V0V 0V0 | |
| Phone number (incl. area code) 111-333-5555 | Date of birth (Month, DD, YYYY) - must be at least 19 years old January 31, 1935 |
| 3. NAMING OF REPRESENTATIVE I name the following person as my representative: | |
| Full name of the Representative (first, middle, last) Anne Smith | |
| Full address of the Representative (incl. postal code) 5678 Wild Way, Maple Ridge, BC, V1V 1V1 | |
| Phone number (incl. area code) (111) 222-4444 | Relationship to the Adult (adult's spouse, sister, friend, etc.) Daughter |
| 4. AUTHORITY OF REPRESENTATIVE My representative is authorized to assist me to make decisions or to make decisions on my behalf for any and all of the following standard powers under Section 7 of the RA Act: | |

Do not cross out or add wording and do not leave blanks.

The Adult and Witnesses watch each other sign

1. You will need TWO qualified witnesses (see Step 1) to watch you (the adult) sign the Representation Agreement. (All of you sign together at the same time.)
2. Look for heading #11 called 'Execution (signing and witnessing and completing certificates).
You (the adult) sign in the box labeled 'Signature of the Adult' while the two witnesses watch. You must make your own mark on the Agreement. Do NOT use hand-over-hand to sign or use a thumbprint or a stamp. If you are not able to make your own mark for physical reasons, contact Nidus before signing and witnessing at info@nidus.ca.
3. The witnesses sign on the same page, below the adult's signature, in the box provided.

Witnesses also complete a **Certificate of Witness**.

| | |
|--|---|
| 10. WHEN AGREEMENT IS IN EFFECT This Agreement is effective immediately upon execution. | |
| 11. EXECUTION (SIGNING, WITNESSING, COMPLETING CERTIFICATES) | |
| THE ADULT I am the adult named in this Agreement and I signed first, in the presence of the witnesses, who then signed below, in the presence of me and each other. | |
| Signature of the Adult Jonathan Smith | Date the Adult and Witnesses signed (Month, DD, YYYY) |
| Print full legal name of the Adult Jonathan Smith | |
| Witness signing instructions: Witnesses must be 19 years or older and understand the type of communication used by the adult. Witnesses must not be the representative or the alternate named in this Agreement or the spouse, parent, child, employee or agent of the representative or the alternate. Please review the qualifications on the Certificate of Witnesses (Form 4), which must also be completed by the witnesses. This Agreement does not provide for witnessing by a lawyer or notary public. | |
| WITNESSES TO THE ADULT'S SIGNATURE (Two are required.) We confirm the adult named above signed this Representation Agreement in our presence. We are signing here in the presence of the adult and each other. We also each completed a Certificate of Witnesses (Form 4). | |
| Signature of WITNESS #1 Panda Lion | Signature of WITNESS #2 Sam Snake |

CERTIFICATE OF WITNESS

FORM 4: (SECTION 13 OF THE REPRESENTATION AGREEMENT ACT)

Add the date of signing

Now you can go through and fill in the spaces where it asks for the date the Agreement was signed/made on.

Be sure all the 'made on' and 'signed on' dates match.

1. Enter date beside the adult's signature on page 3.
2. Put date at the top of page 1.

10. WHEN AGREEMENT IS IN EFFECT
This Agreement is effective immediately upon execution.

11. EXECUTION (SIGNING, WITNESSING, COMPLETING CERTIFICATES)

THE ADULT
I am the adult named in this Agreement and I signed first, in the presence of the witnesses, who then signed below, in the presence of me and each other.

Signature of the Adult: Jonathan Smith
PRINT full legal name of the Adult: Jonathan Smith

Date the Adult and Witnesses signed (Month, DD, YYYY): June 02, 2011

Witness signing instructions: Witnesses must be 19 years or older and understand the type of communication used by the adult. Witnesses must not be the representative or the alternate named in this Agreement or the spouse, parent, child, employee or agent of the representative or the alternate. Please review the qualifications on the Certificate of Witnesses (Form 4), which must also be completed by the witnesses. This Agreement does not provide for witnessing by a lawyer or notary public.

WITNESSES TO THE ADULT'S SIGNATURE (Two are required.)
We confirm the adult named above signed this Representation Agreement in our presence. We are signing here in the presence of the adult and each other. We also each completed a Certificate of Witnesses (Form 4).

Signature of WITNESS #1: Linda Riow
Signature of WITNESS #2: Sam Snake

REPRESENTATION AGREEMENT (SECTION 7)
FOR ROUTINE MANAGEMENT OF FINANCIAL AFFAIRS AND LEGAL AFFAIRS

1. In accordance with the Representation Agreement Act R.S.B.C. 1996 c. 405 as amended ("RA Act"), this Representation Agreement ("Agreement") is made on:
(Date the Adult and Witnesses signed (Month, DD, YYYY))
June 02, 2011

2. **ADULT'S INFORMATION**
This Representation Agreement belongs to:

3. Put date at the top of each Certificate.



Part 1—Identification of representative or alternate representative

1. This certificate applies to the representation agreement made by:
Full legal name of the Adult (first, middle, last): Johnathan Smith
Date the Adult/Witnesses signed (Month, DD, YYYY): June 02, 2011

2. I am named in the representation agreement as representative or alternate representative.

Obtain other signatures

1. Get the representative and alternate representative to **sign and date** the Agreement on page 3 at any time **after** the adult and the witnesses have signed.

They do not need witnesses for their signatures. If any of them live out of town, see next page.

2. The representative and alternate representative must each sign a *Certificate of Representative/Alternate*.

3. The monitor only has to sign a *Certificate of Monitor*. They can sign any time after the adult and witnesses have signed the Agreement.

| | |
|---|--|
| <p>SIGNED BY REPRESENTATIVE I am the representative named in this Representation Agreement and the Certificate of Representative/Alternate (Form 1).</p> <p>Signature of the Representative: <u>Anne Smith</u> PRINT full name of the Representative: Anne Smith Date signed (Month, DD, YYYY): <u>June 02, 2011</u></p> | <p>SIGNED BY ALTERNATE REPRESENTATIVE I am the alternate named in this Representation Agreement and the Certificate of Representative/Alternate (Form 1).</p> <p>Signature of the Alternate Representative: <u>Jennifer Smith</u> PRINT full name of the Alternate Representative: Jennifer Smith Date signed (Month, DD, YYYY): <u>July 15, 2011</u></p> |
|---|--|

COMPLETE AND ATTACH CERTIFICATES

CERTIFICATE OF REPRESENTATIVE OR ALTERNATE REPRESENTATIVE
FORM 1: (SECTIONS 5 (4) AND 6 (2) OF THE REPRESENTATION AGREEMENT ACT)

CERTIFICATE OF MONITOR
FORM 2: (SECTION 12 OF THE REPRESENTATION AGREEMENT ACT)

All Certificates must be completed for the Agreement to be in effect.

See pages at the end of this package for Sections of the Representation Agreement Act referred to in the Certificates.

Keep the original of the Agreement safe and accessible. Do not lose or give away the original; it is proof of the representative's authority. You can make photocopies for others.

For those who live out-of-town – Step 5

Signing if your representative or alternate lives out-of-town:

1. Make a photocopy of page 3 of the RA7 F+L form—the page where the representative and alternate have to sign on the Agreement.
2. Send the photocopy of this page of the Agreement and the Certificate of Representative/Alternate (Form 1) to the representative/alternate who lives out-of-town.
3. Tell the representative or alternate to:
 - a. Sign their name and put date in the appropriate space on page 3;
 - b. Sign and date the Certificate; and
 - b. Mail both signed pages back to you.
4. Attach the returned signed page 3 and the Certificate to your original Agreement and original Certificates.

Signing if your monitor lives out-of-town:

1. Send the Certificate of Monitor (Form 2) to the person named as monitor.
2. Tell the monitor to:
 - a. Sign and date the Certificate; and
 - b. Mail the signed Certificate back to you.
3. Put the signed Certificate of Monitor with your original Agreement and other original Certificates.

RA7 F+L STEP 6

Register your document

Now the Agreement is complete, you can register a copy so it is available when needed. Registration is not required by law—it helps with communication. Each person has their own Registry account.

The Registry is online and you will register it yourself (or get someone to help you). The fee is \$25.00 to register the first document. Additional documents are \$10.00 each. If you register an RA9 and an RA7 F+L, the total fee is \$35.00.

Go to www.nidus.ca/registry—click Online Registry in the right sidebar.

1. Do you have an existing Registry Account?

Read the information at www.nidus.ca/registry if you might have an existing account.

2. Create an Account and register the completed document

If there is no existing Registry account, you will start at Create Your Account.
Read the instructions at www.nidus.ca/registry to know what to expect.

3. Access your Registry Account

Once you have set up an account, you will sign in at Access Your Account. Enter your Nidus ID and password. Click 'Sign In.' You can view your registrations and keep contact information up-to-date.

REMINDER

Don't forget to give the representative and alternate a photocopy of the completed Agreement.
You can also share it with them from the Registry.

REPRESENTATION AGREEMENT (SECTION 7)

FOR ROUTINE MANAGEMENT OF FINANCIAL AFFAIRS AND LEGAL AFFAIRS

NOTE: Do not change or add wording in this Agreement or leave blank fields. Fields may be crossed out only as noted. Do not use whiteout. This form and wording are copyright and for personal use. Any other use requires permission.

1. In accordance with the Representation Agreement Act R.S.B.C. 1996 c. 405 as amended ("RA Act"), this Representation Agreement ("Agreement") is made on:

Date the Adult and Witnesses signed (Month, DD, YYYY)

2. ADULT'S INFORMATION

This Representation Agreement belongs to:

| | |
|--|---|
| Full legal name of the Adult (first, middle, last) | Common name/Nickname |
| Current address of the Adult (incl. postal code) | |
| Phone number (incl. area code) | Date of birth (Month, DD, YYYY) - must be at least 19 years old |

This Agreement requires naming different people in each role — representative, alternate, monitor. Contact Nidus about other set-ups.

3. NAMING OF REPRESENTATIVE (qualifications on Certificate of Representative/Alternate)

I name the following person as my representative:

| | |
|--|--|
| Full name of the Representative (first, middle, last) | |
| Full address of the Representative (incl. postal code) | |
| Phone number (incl. area code) | Relationship to the Adult (adult's spouse, sister, friend, etc.) |

4. AUTHORITY OF REPRESENTATIVE

My representative is authorized to assist me to make decisions or to make decisions on my behalf for any and all of the following standard powers under Section 7 of the RA Act:

- Routine management of my **financial affairs** (see conditions at #8), as defined in the regulation in effect on the date this Agreement was made;
- Obtaining **legal services** and instructing counsel to begin proceedings (except divorce) or to continue, compromise, defend or settle any legal proceedings on my behalf.

In accordance with section 36 for the RA Act, making this Agreement does not deny me, when capable, of the right to act for any authority granted to my representative. As outlined in subsection 9.1(a) of the RA Act, my representative's authority continues to be in effect even if I become incapable after this Agreement is executed.

As provided in Section 18 of the RA Act, my representative has the same **right to all information and records** that I do and that relate to the representative's areas of authority or my incapability.

5. NAMING OF ALTERNATE REPRESENTATIVE (qualifications on Certificate of Representative/Alternate)

I name the following person to be my alternate representative (alternate): *(If none, neatly cross out the fields.)*

| | |
|--|--|
| Full name of the Alternate Representative (first, middle, last) | |
| Full address of the Alternate Representative (incl. postal code) | |
| Phone number (incl. area code) | Relationship to the Adult (adult's spouse, sister, friend, etc.) |

6. WHEN THE ALTERNATE MAY ACT

The alternate representative may move up as the temporary or permanent replacement, if my representative is unable or unwilling to act or continue to act due to death, illness, resignation or other circumstances.

7. CONFIRMATION OF SUBSTITUTION OF ALTERNATE

Confirmation that the representative is temporarily or permanently unable or unwilling to act or continue to act is sufficient when provided in writing by the monitor.

If the monitor is permanently unable to act or continue to act, confirmation is sufficient (except for authority for routine management of financial affairs) when provided in writing by either the representative or the alternate representative.

8. NAMING OF MONITOR (qualifications on Certificate of Monitor)

The ONLY exception to naming a monitor in this form is if the representative at #3 is the spouse of the Adult and no alternate is named (neatly cross out fields in such a case).

I name the following person as monitor:

| | |
|---|--|
| Full name of the Monitor (first, middle, last) | |
| Full address of the Monitor (incl. postal code) | |
| Phone number (incl. area code) | Relationship to the Adult (adult's spouse, sister, friend, etc.) |

If the monitor becomes permanently unable or unwilling to act or continue to act, a new Agreement is required for the authority for routine management of my financial affairs to be valid, but validity for the other areas of authority listed at #4 is not affected.

9. INSTRUCTIONS AND WISHES

My representative and alternate representative know, and I trust them to apply, my instructions, wishes, values and beliefs.

Representation Agreement of

PRINT full legal name of the Adult

10. WHEN AGREEMENT IS IN EFFECT

This Agreement is effective immediately upon execution. (*When signed by the adult and witnesses, signed by the representative and alternate, and all Certificates are completed.*)

11. EXECUTION (SIGNING, WITNESSING, COMPLETING CERTIFICATES)

THE ADULT

I am the adult named in this Agreement and I signed first in the presence of the witnesses named below.

| | |
|------------------------------------|---|
| Signature of the Adult | Date the Adult and Witnesses signed (Month, DD, YYYY) |
| PRINT full legal name of the Adult | |

Witness signing instructions: *This form is not for witnessing by one lawyer or one notary public. This form is provided for self-help and requires two witnesses. The witnesses must be 19 years or older and understand the type of communication used by the adult. Witnesses must not be the representative or alternate named in this Agreement or the spouse, parent, child, employee, or agent of the representative or alternate. Please review the qualifications on the Certificate of Witnesses [Form 4].*

WITNESSES TO THE ADULT'S SIGNATURE (Two are required.)

We confirm the adult named above signed this Representation Agreement in our presence. We are signing it in the presence of the adult and each other. We also each completed a Certificate of Witnesses (Form 4).

| | |
|-------------------------|-------------------------|
| Signature of WITNESS #1 | Signature of WITNESS #2 |
|-------------------------|-------------------------|

Representative/alternate signing instructions: *The representative and alternate do NOT have to sign at the same time as the adult; BUT they cannot sign before the adult and witnesses have signed. The representative and alternate do not have to sign at the same time as each other. They do NOT need witnesses for their signatures. They MUST sign below and complete their Certificates, or the Agreement is not in effect. If one or more lives out of town, send them a copy of this page and their Certificate. They return these by regular mail with their original signatures. You can have more than one page 4.*

SIGNED BY REPRESENTATIVE

I am the representative named in this Representation Agreement and in the Certificate of Representative/Alternate (Form 1).

| |
|---------------------------------------|
| Signature of the Representative |
| PRINT full name of the Representative |
| Date signed (Month, DD, YYYY) |

SIGNED BY ALTERNATE REPRESENTATIVE

I am the alternate named in this Representation Agreement and in the Certificate of Representative/Alternate (Form 1).

| |
|---|
| Signature of the Alternate Representative |
| PRINT full name of the Alternate Representative |
| Date signed (Month, DD, YYYY) |

COMPLETE AND ATTACH CERTIFICATES

Certificate instructions: *For the Agreement to be in effect, all Certificates must be completed. The representative, alternate and monitor must NOT sign their Certificates until after the adult and witnesses have signed the Agreement.*

Form 1 (Certificate of Representative)/Alternate) X 2; Form 2 (Certificate of Monitor); Form 4 (Certificate of Witnesses) – one each.

12. INFORMATION

This Representation Agreement (and any subsequent revocation or resignation) may be registered with the online Nidus Personal Planning Registry™ at: **www.nidus.ca/registry**

Continued...

Information Continued...

The Representation Agreement is made by:

PRINT full legal name of the Adult (first, middle, last)

The following information relates to the wording in this Representation Agreement. It is not legal advice.

The RA Act recognizes that decision making and capacity are on a continuum:

- Making a Representation Agreement does not prevent the adult from acting for any authority given to a representative. For example, the adult may instruct a representative to access or release information to a third party that can help the adult to make their own decisions.
- An adult does not have to be labelled 'incapable' or lose their rights to guardianship in order to receive help.
- An Agreement facilitates supported decision making as well as substitute decision making.

A representative under this Agreement may:

- Be reimbursed for reasonable out-of-pocket expenses related to their duties but require court approval for any fees.
- Engage the services of a qualified person to assist the representative with matters related to their authority but cannot delegate authority for decision making except with respect to investments and only to a qualified investment specialist, which can include a mutual fund manager.
- Release information about the adult in order to carry out their duties – e.g. to financial planner/advisor.

Monitor-related information:

- Anyone having custody or control of the adult must not prevent the monitor from visiting or speaking with them.
- A monitor cannot 'move up' to become a representative.
- The adult may revoke this Agreement and make another if the monitor is permanently unable to act - see info at #8.

Duties of representative and monitor:

- The duties of a representative are set out in section 16 of the RA Act.
- The duties of a monitor are set out in section 20 of the RA Act.
- Nidus provides sections 16 and 20 with the instructions for completing the Agreement. Fact sheets are available at www.nidus.ca > Information > Representation Agreement > More RA Resources.

A representative under this Agreement does not have authority for the following and some other matters:

- Any health care or personal care matters.
- Dealing with any matters involving land title (for example buying or selling real estate property).
- Acting as an officer or director of a corporation the adult owns or serves on.
- Using the adult's money for their own benefit or lending it or giving it to someone else (except charities on condition).
- For details go to www.nidus.ca > Information > Representation Agreement > More RA Resources - see Definition of Routine Management of Financial Affairs; Comparison Chart of financial authorities.

A representative's authority for routine management of financial affairs ends:

- If the adult or the representative apply for bankruptcy or a Receiver is appointed for the adult's affairs;
- If the representative is convicted of an offence involving dishonesty;
- If the monitor dies, resigns or is otherwise permanently unable to act or continue to act – see #8 on form.

A representative's authority ends if they are the adult's spouse and their marriage or marriage-like relationship breaks down. (The Agreement may continue if the alternate is able and willing to act—and the monitor as required.)

This Agreement ends:

- When the adult dies;
- If the adult revokes (cancels) the Agreement (check for Notice of Revocation – making a new Agreement does not automatically revoke the previous one);
- If the representative and alternate are both permanently unable or unwilling to act including by resignation (Check for Notice of Resignation);
- If the Public Guardian and Trustee becomes the adult's statutory property guardian.
- If the Supreme Court of BC appoints a committee of estate (ask for copy of the court order).

For further information:

- Go to www.nidus.ca > click on Information > Representation Agreement > More RA Resources
- Go to www.nidus.ca > click on My Documents > Safekeeping Docs; Changing Docs; Using Docs

To view legislation, go to www.bclaws.ca

PAGE 4/9

CERTIFICATE OF REPRESENTATIVE OR ALTERNATE REPRESENTATIVE

FORM 1: (SECTIONS 5 (4) AND 6 (2) OF THE REPRESENTATION AGREEMENT ACT)

- This certificate is to be completed by each representative and alternate representative named in a representation agreement made under section 7 of the Representation Agreement Act.
- The completed certificate(s) should be attached to the signed representation agreement.

Part 1—Identification of representative or alternate representative

1. This certificate applies to the representation agreement made by:

| | |
|--|---|
| Full legal name of the Adult (first, middle, last) | Date the Adult and Witnesses signed (Month, DD, YYYY) |
|--|---|

2. I am named in the representation agreement as representative or alternate representative.

3. My contact information is as follows:

| | |
|---|---------------------------------|
| Full name of the Representative or Alternate Representative (first, middle, last) | |
| Full address (Address, city, province, postal code, country) | |
| Phone number (incl. area code) | Date of birth (Month, DD, YYYY) |

Part 2—Certifications made by representative or alternate representative

1. I certify that
- a. I am an adult,
 - 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 he or she 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.

| | |
|--|--|
| Signature of Representative or Alternate Representative* | Date this certificate was signed (Month, DD, YYYY) |
|--|--|

**Do NOT sign or date this Certificate before the Adult has signed the Representation Agreement.*

CERTIFICATE OF REPRESENTATIVE OR ALTERNATE REPRESENTATIVE

FORM 1: (SECTIONS 5 (4) AND 6 (2) OF THE REPRESENTATION AGREEMENT ACT)

- This certificate is to be completed by each representative and alternate representative named in a representation agreement made under section 7 of the Representation Agreement Act.
- The completed certificate(s) should be attached to the signed representation agreement.

Part 1—Identification of representative or alternate representative

1. This certificate applies to the representation agreement made by:

| | |
|--|---|
| Full legal name of the Adult (first, middle, last) | Date the Adult and Witnesses signed (Month, DD, YYYY) |
|--|---|

2. I am named in the representation agreement as representative or alternate representative.

3. My contact information is as follows:

| | |
|---|---------------------------------|
| Full name of the Representative or Alternate Representative (first, middle, last) | |
| Full address (Address, city, province, postal code, country) | |
| Phone number (incl. area code) | Date of birth (Month, DD, YYYY) |

Part 2—Certifications made by representative or alternate representative

1. I certify that
- a. I am an adult,
 - 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 he or she 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.

| | |
|--|--|
| Signature of Representative or Alternate Representative* | Date this certificate was signed (Month, DD, YYYY) |
|--|--|

**Do NOT sign or date this Certificate before the Adult has signed the Representation Agreement.*

CERTIFICATE OF MONITOR

FORM 2: (SECTION 12 OF THE REPRESENTATION AGREEMENT ACT)

- This certificate is to be completed by the person named as monitor in a representation agreement made under section 7 of the Representation Agreement Act.
- The completed certificate should be attached to the signed representation agreement.

Part 1—Identification of monitor

1. This certificate applies to the representation agreement made by:

| | |
|--|---|
| Full legal name of the Adult (first, middle, last) | Date the Adult and Witnesses signed (Month, DD, YYYY) |
|--|---|

2. I am named in the representation agreement as monitor.

3. My contact information is as follows:

| |
|--|
| Full name of Monitor (first, middle, last) |
| Full address (Address, city, province, postal code, country) |
| Phone number (incl. area 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.

| | |
|-----------------------|--|
| Signature of Monitor* | Date this certificate was signed (Month, DD, YYYY) |
|-----------------------|--|

**Do NOT sign or date this Certificate before the Adult has signed the Representation Agreement.*

CERTIFICATE OF WITNESS

FORM 4: (SECTION 13 OF THE REPRESENTATION AGREEMENT ACT)

- This certificate is to be completed by each person witnessing the signing of a representation agreement made under section 7 of the Representation Agreement Act.
- The completed certificate should be attached to the signed representation agreement.

Part 1—Identification of, and certifications made by, first witness

1. This certificate applies to the representation agreement made by:

| | |
|--|---|
| Full legal name of the Adult (first, middle, last) | Date the Adult and Witnesses signed (Month, DD, YYYY) |
|--|---|

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

3. My contact information is as follows:

| |
|--|
| Full name of Witness #1 (first, middle, last) |
| Full address (Address, city, province, postal code, country) |
| Phone number (incl. area code) |

4. I certify that

- I am an adult,
- The adult who made the representation agreement was present when I witnessed the representation agreement,
- 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,
- I am not named in the representation agreement as a representative or an alternate representative,
- 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, and
- 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.

| | |
|-------------------------|--|
| Signature of Witness #1 | Date this certificate was signed (Month, DD, YYYY) |
|-------------------------|--|

To Make an Objection

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

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

CERTIFICATE OF WITNESS (continued)

FORM 4: (SECTION 13 OF THE REPRESENTATION AGREEMENT ACT)

Part 2—Identification of, and certifications made by, second witness

- Part 2 is 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 by:

| | |
|--|---|
| Full legal name of the Adult (first, middle, last) | Date the Adult and Witnesses signed (Month, DD, YYYY) |
|--|---|

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

3. My contact information is as follows:

| |
|--|
| Full name of Witness #2(first, middle, last) |
| Full address (Address, city, province, postal code, country) |
| Phone number (incl. area code) |

4. I certify that

- I am an adult,
- The adult who made the representation agreement was present when I witnessed the representation agreement,
- 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,
- I am not named in the representation agreement as a representative or an alternate representative,
- 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, and
- 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.

| | |
|-------------------------|--|
| Signature of Witness #2 | Date this certificate was signed (Month, DD, YYYY) |
|-------------------------|--|

To Make an Objection

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

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

REPRESENTATION AGREEMENT ACT, SECTION 16

DUTIES OF REPRESENTATIVES

- (1) A representative must
 - (a) act honestly and in good faith,
 - (b) exercise the care, diligence and skill of a reasonably prudent person, and
 - (c) act within the authority given in the representation agreement.
- (2) When helping the adult to make decisions or when making decisions on behalf of the adult, a representative must
 - (a) consult, to the extent reasonable, with the adult to determine his or her current wishes, and
 - (b) comply with those wishes if it is reasonable to do so.
- (2.1) Subsection (2) does not apply if
 - (a) a representative is acting within authority given to the representative under section 9, and
 - (b) the representation agreement provides that in exercising that authority the representative need only comply with any instructions or wishes the adult expressed while capable.
- (3) If subsection (2) applies but the adult's current wishes cannot be determined or it is not reasonable to comply with them, the representative must comply with any instructions or wishes the adult expressed while capable.
- (4) If the adult's instructions or expressed wishes are not known, the representative must act
 - (a) on the basis of the adult's known beliefs and values, or
 - (b) in the adult's best interests, if his or her beliefs and values are not known.
- (5) On application by a representative, the court may exempt the representative from the duty under subsection (3) to comply with any instructions or wishes the adult expressed while he or she was capable.
- (6) Subject to subsection (6.1), a representative may not delegate any authority given to the representative in the representation agreement.
- (6.1) A representative may delegate to a qualified investment specialist, including a mutual fund manager, all or part of the representative's authority with respect to investment matters.**
- (7) If a representative makes health care decisions on behalf of an adult and the representative must, under subsection (4)(b) of this section, act in the adult's best interests, [see above—adult's wishes and values are unknown] section 19 (3) of the Health Care (Consent) and Care Facility (Admission) Act applies.

[Sec. 19 (3) says: "When deciding whether it is in the adult's best interests to give, refuse or revoke substitute consent, [you] must consider: (a) the adult's current wishes, and known beliefs and values, (b) whether the adult's condition or well-being is likely to be improved by the proposed health care, (c) whether the adult's condition or well-being is likely to improve without the proposed health care, (d) whether the benefit the adult is expected to obtain from the proposed healthcare is greater than the risk of harm, and (e) whether a less restrictive or less intrusive form of health care would be as beneficial as the proposed health care."]
- (8) A representative must
 - (a) keep **accounts and** other records concerning the exercise of the representative's authority under the representation agreement, and
 - (b) produce the **accounts and** other records for inspection and copying at the request of any or all of the following:
 - (i) the adult;
 - (ii) the adult's monitor;
 - (iii) the Public Guardian and Trustee.
- (9) A representative who is authorized to do anything referred to in section 7 (1) (b) [routine management of the adult's financial affairs] must keep the adult's assets separate from the representative's assets.**
- (10) Unless the representation agreement provides otherwise, subsection (9) does not apply to assets that**
 - (a) are owned by the adult and the representative as joint tenants, or**
 - (b) have been substituted for, or derived from, assets that were owned by the adult and the representative as joint tenants.**
- (11) [Not in force]
- (12) A person who, on the death of an adult, will be or might be a beneficiary of the adult's estate does not, for that reason, have a conflict of interest with the adult.

(Semi-bold sections only apply to Representation Agreements with authority for routine financial affairs.)

REPRESENTATION AGREEMENT ACT, SECTION 20

DUTIES AND POWERS OF MONITORS

- (1) A monitor named by or appointed for an adult must make reasonable efforts to determine whether a representative of the adult is complying with section 16.
- (2) At any reasonable time, the monitor may visit and speak with the adult.
- (3) Anyone having custody or control of the adult must not hinder the monitor from visiting or speaking with the adult.
- (4) If the monitor has reason to believe that a representative is not complying with section 16, the monitor
 - (a) may require the representative to
 - (i) produce accounts and other records required to be kept under this Act, and
 - (ii) report to the monitor on the matters specified by the monitor, and
 - (b) must notify the adult, the representative and all other representatives, including alternate representatives, of the monitor's reason for the belief.
- (4.1) Subsection (4) (a) (i) does not limit a monitor's authority to request accounts and other records under section 16 (8).
- (5) If after taking steps under subsection (4) the monitor still has reason to believe the representative is not complying with section 16, the monitor must promptly inform the Public Guardian and Trustee.

REPRESENTATION AGREEMENT ACT, SECTION 30

MAKING AND RESPONDING TO OBJECTIONS

- (1) Any person may make an objection to the Public Guardian and Trustee if there is a reason to believe that
- (a) an adult is, or was at the time, incapable of making, changing or revoking a representation agreement,
 - (b) fraud, undue pressure or some other form of abuse or neglect is being or was used to induce an adult to make, change or revoke a representation agreement,
 - (c) the making, use or revocation of a representation agreement or a change to a representation agreement is clearly inconsistent with the current wishes, values, beliefs or best interests of the adult who made, revoked or changed the agreement,
 - (d) there is an error in a representation agreement or an error was made in executing, witnessing or registering the agreement,
 - (e) anything improper has occurred in the making, use or revocation of a representation agreement,
 - (f) [Not in force]
 - (g) a representative is not qualified under section 5 (1) [a representative must be at least 19 years old. S/he cannot receive compensation for providing personal or health care services to the adult or be an employee of a facility where the adult resides and receives personal or health care services. The only exceptions are if the representative is the adult's spouse, parent or child.],
 - (h) a representative is
 - (i) abusing or neglecting the adult for whom the representative is acting,
 - (ii) failing to follow the instructions in the representation agreement,
 - (iii) incapable of acting as representative, or
 - (iv) otherwise failing to comply with the representation agreement or the duties of a representative,
 - (i) a representative has given or proposes to give consent to health care that is not authorized by the representation agreement, or
 - (j) any criteria specified in the representation agreement as grounds for objection have been met.
- (2) [Not in force]
- (3) On receiving notice of an objection, the Public Guardian and Trustee must promptly review the objection and may do one or more of the following:
- (a) conduct an investigation to determine the validity of the objection and then advise the objector of the outcome;
 - (b) to (d) [Not in force]
 - (e) apply to the court for an order confirming a change to, or the revocation of, a representation agreement, or for an order cancelling all or part of a representation agreement;
 - (e.1) apply to the court for an order that a representation agreement is not invalid solely because of a defect in the execution of the agreement;
 - (f) recommend that someone else apply to the court for an order referred to in paragraph (d), (e) or (e.1);
 - (g) make a report under section 46 of the Adult Guardianship Act;
 - (g.1) appoint a monitor;
 - (g.2) authorize that a monitor appointed under paragraph (g.1) be remunerated, out of the adult's assets, for acting as a monitor in relation to authority given to a representative under section 7 (1) (a), (b) or (d) and set the amount or rate of the remuneration;
 - (h) take any other action that the Public Guardian and Trustee considers necessary.