



UNDERTAKING

**Pursuant to Section 154 of the Business Practices and Consumer Protection Act [SBC 2004] c. 2
as am. ("BPCPA")**

THIS UNDERTAKING is made with an effective date of June 26, 2023

Between

Scotiabank ("The Respondent")

And

**The Director of the Business Practices and Consumer Protection Authority
dba as Consumer Protection BC (the "Director")**

WHEREAS:

- A. The Business Practices and Consumer Protection Authority dba Consumer Protection BC is the authority delegated by the Province of British Columbia to administer and enforce the BPCPA.
- B. The Respondent is a Canadian financial institution headquartered in Toronto and operates branch locations in British Columbia.
- C. The Respondent is a credit grantor, as defined under Part 5 of the BPCPA.
- D. For the purposes of this Undertaking, a credit grantor has the same meaning as given under Part 5 of the BPCPA.
- E. For the purposes of this Undertaking, a borrower has the same meaning as given under Part 5 of the BPCPA.
- F. For the purposes of this Undertaking, a mortgage loan has the same meaning as given under Part 5 of the BPCPA.
- G. For the purpose of this Undertaking, a revolving mortgage loan has the same meaning as given under Part 5 of the BPCPA.
- H. Pursuant to section 72(2) of the BPCPA, the Respondent is required to give a borrower(s) a discharge of a mortgage loan, registrable under the Land Title Act [RSBC 1996] c. 250 as am. within 30 days after (a) the whole amount of principal and interest owing under the mortgage loan is repaid to the Respondent; and (b) a borrower(s) of revolving mortgage loan has requested a registrable discharge of the mortgage loan.

- I. Consumer Protection undertook an inspection of the Respondent's compliance with mortgage discharge obligations under section 72 of the BPCPA during the years 2018 to 2022.
- J. The results of the inspection brought forward an allegation the Respondent had contravened section 72(2) of the BPCPA.
- K. The findings of the inspection and the allegation have been reported to the Director.
- L. For the purpose of this Undertaking, it is agreed that provision of a registerable discharge to the Land Title Office on behalf of a borrower is equivalent to provision to the borrower.

NOW THEREFORE the Respondent undertakes, acknowledges, and agrees with the Director to the following:

- [1] The Respondent will make a payment to the Consumer Advancement Fund in the amount of \$387,150. Payment is to be made to Consumer Protection BC within 30 days of this Undertaking being executed.
- [2] For each quarterly period from April 1, 2023 to June 30, 2024, the Respondent will provide a written report to Consumer Protection BC (via email to: operations@consumerprotectionbc.ca) in accordance with the following schedule or, where delayed by the receipt of documents from a third party, as soon as practicable after the report due date:

Reporting Period	Report Due Date
April-June, 2023	September 1, 2023
July-September, 2023	December 1, 2023
Oct-December, 2023	March 1, 2024
Jan-March, 2024	June 3, 2024
April -June, 2024	September 3, 2024

detailing the following for all mortgage loans on properties located in British Columbia:


- (a) A reference number for the mortgage loan;
- (b) For revolving mortgage loans, where the borrower has paid the whole amount of the principal and interest owing under the mortgage loan and has requested the Respondent provide a registerable discharge to the borrower (i) the date of the borrower's request for the registerable discharge and (ii) the date the borrower was given a registerable discharge;
- (c) For all other mortgage loans, the number of days between the date when the whole amount of the principal and interest owing under the mortgage loan was repaid to the Respondent and the date the borrower was given a registerable discharge;
- (d) For any case under (b) or (c) above, where the difference in the number of days is more than the 30 days or where, at the time of the reporting, more than 30 days has elapsed without the discharge having been provided, the reason for the delay, with an indication of all cases where the discharge has not yet been provided.

- [3] The Respondent will reimburse Consumer Protection BC costs associated with the inspection in the amount of \$6,000 within 30 days of this Undertaking being executed.
- [4] In consideration for the provision of this Undertaking by the Respondent, the Director hereby agrees to terminate the inspection and to not take any subsequent proceedings resulting from any allegation against the Respondent regarding non-compliance with s. 72(2) of the BPCPA to the date of this Undertaking.
- [5] This Undertaking is binding on the Respondent and its successors and assigns until such time as it is terminated. The Undertaking may be terminated in writing by the Director or by order of the Supreme Court of British Columbia and will, in any event, terminate 60 days after provision of the last report required by paragraph 2 above provided the Respondent has complied with all terms of this Undertaking. Paragraph 4 will survive termination.
- [6] In addition to rendering the Respondent liable to further penalties and proceedings as provided for under the Act, it is an offence under the BPCPA to fail to comply with any part of this Undertaking that has not been previously terminated.
- [7] Any communication with the Director in connection with this Undertaking shall be made to the following:

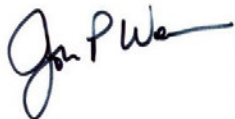
Shahid Noorani
Vice President
Consumer Protection BC
200 – 4946 Canada Way
Burnaby, British Columbia V5G 4H7

Unless another address for delivery is given to the other party, in writing, by either the Director or the Respondent.

DATED this ____26th_____ day of June, 2023



Signature
Shahid Noorani
Vice President
Consumer Protection BC



Duly Authorized signatory of Scotiabank
John Webster
Head, Real Estate Secured Lending
Scotiabank – Canadian Banking