CONSUMER PROTECTION BC

Inspection Guide

High-cost credit grantors

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Introduction

Consumer Protection BC is responsible for the administration and enforcement of the *Business Practices and Consumer Protection Act* (BPCPA), the *Cremation Interment and Funeral Services Act* (CIFSA), the *Motion Picture Act* (MPA), the *Ticket Sales Act* (TSA), and the High-Cost Credit Products Regulation (HCCPR).

Together, the BPCPA and HCCPR govern the conduct of persons and businesses engaged in the activity of high-cost lending in British Columbia and the licensing requirements for high-cost credit grantors in British Columbia.

This guide has been prepared to better inform and educate you on the compliance inspection process. As one of our licensed businesses, it is your responsibility to conduct yourself and operate your business in compliance with the laws and any conditions attached to your licence. We recommend you take the time needed to read this guide fully and to make sure that your managers and staff are familiar with the information contained herein.

This guide serves as a reference, so you know what to expect and how to prepare for an inspection conducted by a Consumer Protection BC Inspector.

This is a general overview of the inspection process. This guide is not intended to provide legal advice and it is not an exhaustive review of the legislative provisions affecting you or the operation of your licensed business. We recommend that you get copies of the legislation and review it in detail. You can order from Crown Publications at www.crownpub.bc.ca.

For more general information, visit our corporate website at www.consumerprotectionbc.ca.
To learn more about your licensing requirements and legal obligations, visit the Get & Keep your Licence section of our website. To find out how best to contact us, please visit the Contact Us page of our website.

Background: our responsibilities

The role of Consumer Protection BC

Consumer Protection BC licenses and inspects regulated businesses, responds to consumer inquiries, investigates alleged violations of consumer protection laws, classifies all general release and adult films, and provides information and referrals to consumers.

As part of our responsibility to ensure compliance with the law and conditions on a licence, we regularly perform risk-based inspections as well as inspections in response to consumer complaints. When an inspector identifies issues of non-compliance, the inspector may open a complaint file. When the eventual outcome of a complaint file results in voluntary compliance with the law or some form of enforcement action being taken by the Director, the outcome is published to our website. We share this information to enable consumers to make informed decisions.

The role of the licensee

You are legally responsible for compliance with the laws and licensing conditions as it relates to the operation of your business. You are also responsible for ensuring your employees and agents are acting in compliance with the laws and licensing conditions applicable to your business.

You must fully cooperate with an inspector. Providing false or misleading information to an inspector or obstructing or hindering an inspection are serious contraventions of the laws we administer. A person who obstructs, hinders, or makes misleading statements to an inspector is subject to prosecution under *the Offence Act*.

Inspection process

Scheduling and notification

Inspectors attend businesses located throughout the Province, sometimes arriving unannounced. The BPCPA, CIFSA, MPA and TSA allows for an inspector to enter a business at any reasonable time to determine compliance with the law, conditions on a licence, the suitability of a licensee or an applicant for a licence.

Authority to inspect

It is your responsibility to cooperate fully during an inspection. In most instances, an inspector will provide their official identification on arrival, or a request can be made for them to produce it. You must not do anything to obstruct, hinder, or interfere with an inspector's entry and inspection of a business.

The BPCPA gives the inspector the authority to:

- Inquire into any business, affairs or conduct of a person
- Inspect, audit or examine any record, goods or other things or the provision of services in the premises
- Inspect a vehicle or vessel that is being used for business purposes
- Require a person who has possession or control of any records, goods, or other things in the premises, vehicle or vessel to produce the records, goods or things
- Make a record, including a record on film, audio tape, video tape or otherwise, of the premises, vehicle or vessel or any other things in the premises, vehicle or vessel
- Remove any record from the premises, vehicle or vessel for purpose of making copies
- Remove and retain any record, good or other thing that may be required as evidence from the premises, vehicle or vessel.

Conclusion of inspection & Post Inspection Letter

Once the inspection is complete, the inspector may discuss any non-compliance identified during the inspection at this time. After returning to the office, the inspector will document the inspection, update your file and, if required, inform other departments within Consumer Protection BC of the inspection results.

The inspector will update the Inspection Checklist[1] and a Post Inspection Letter (PIL) detailing the results of the inspection will be uploaded to your My Account set up with Consumer Protection BC.

[1] See Appendix – Inspection Checklist

In order to receive the PIL, you must have your My Account set up. If your email is not entered into the My Account, you will not receive the PIL and other pertinent documents related to the inspection. To setup your My Account, please go to www.consumerprotectionbc.ca and select "MyAccount Login" or contact operations@consumerprotectionbc.ca for assistance.

The PIL will identify any alleged violations that you must correct and/or any alleged violations for which the inspector recommends that enforcement action be taken by the Director. Any further instruction(s) will be noted in the inspector's notes in the PIL.
For more information on the enforcement process, please see the section below entitled "Enforcement."
We may conduct a follow up inspection to ensure that non-compliance found at the previous inspection is corrected.

Enforcement

If an inspector detects violations that they believe should proceed to an enforcement hearing, they will notify you of these alleged contraventions in the PIL issued after the inspection. The inspector will also prepare a Report to the Director (RD) document for the Director. A copy of the RD will also be sent to you. The RD will identify the allegation(s) proceeding to an enforcement hearing and the evidence the inspector is relying on to support the allegation(s). You will be given an opportunity to respond to the allegation(s) made in the RD. A decision-maker will then decide whether the allegation(s) took place, and whether statutory action such as an administrative penalty, licensing action or other remedial order is appropriate. Note: the decision to impose an administrative penalty is at the discretion of the Director or the delegated decision maker.

Before deciding to impose an Administrative Monetary Penalty (AMP) and calculating the amount of the AMP, the decision-maker will consider the factors set out in section 164(2) of the BPCPA. To calculate the amount of the AMP the decision-maker will normally apply the policy of Consumer Protection BC, "Calculating Administrative Monetary Penalties Policy and Procedures.", including its AMP Penalty Matrix. This policy is available on the website of Consumer Protection BC at www.consumerprotectionbc.ca. You can access the policy electronically by clicking the following link: Admin Penalty Policy and Procedure.

If you are dissatisfied with the decision, you may apply for a reconsideration of the decision.

Further information on the policies and procedures relating to the calculation of administrative monetary penalties and the reconsideration process can be found by visiting the About us (Our policies) section of our website at www.consumerprotectionbc.ca.

What will be inspected

Remember that while inspectors attend businesses to test for compliance with the laws we administer and any conditions we have imposed on a licence, they are also there to educate and answer questions. Please feel free to approach them about any business issues or problems related to the laws we administer.

Typically, you can expect that an inspector will do some of the following:

- Review the legislation and the conditions on a licence for any issues that are identified;
- Inspect the physical layout of the business;
- Inspect legal, financial and other business records;
- Observe and record your business practices, identify deficiencies or problem areas that may lead to non-compliance;

- Gather evidence of any apparent contraventions;
- Pose questions to employees or owners of the business being inspected;
- Answer your questions and help you understand your obligations

To find out what an inspector will examine during the inspection, please read a sample inspection checklist (Appendix-Inspection Checklist). Note: the items on the checklist are not an exhaustive list of the items an inspector may examine.

Documents and records

You must produce all business records and documents requested by the inspector. Since business records are not always kept on the premises, an inspector may schedule an inspection in advance so you can make sure the records are at the business for the inspection. Sometimes, the inspector may require that you provide additional records at a later date. Refusing to provide records or providing false or misleading information is a serious contravention of the law.

Appendix - Inspection Checklist

The following are the types of things that the inspector is checking during an inspection of your business. This is not a comprehensive list and not all items on this list are inspected during each inspection.

CONSUMER PROTECTION BC

Licence # : __________

Date of inspection: ____________

Question	HIGH-COST CREDIT GRANTOR INSPECTION REPORT	Y	N	N/A
	GENERAL INFORMATION			
1	How does the high-cost credit grantor execute high-cost credit agreements with borrowers (online, in-person, over the phone etc.)?			
2	If the high-cost credit grantor does business online, list website URL.			
3	How does the high-cost credit grantor advance funds to borrowers (cash, Interac e-transfer, EFT etc.)?			
4	List all types of high-cost credit products the licensee offers (fixed credit, open credit, leases).			
5	If any, what type of mandatory fees, products and/or services must a borrower pay for in order to obtain a high-cost credit product?			
6	Does the high-cost credit grantor sell, arrange, or facilitate the sale of optional products (e.g.: insurance, guarantee, credit optimization etc)? If yes, detail the percentage of each optional product sold, arranged or facilitated against the overall number of high-cost credit products provided?			
	LICENSED LOCATION			
7	HCCPR s. 11 - Are all locations where the licensee conducts business licensed?	☐	☐	☐
	REPORTING CHANGES			
8	HCCPR s. 16(1)(a) - Has the high-cost credit grantor submitted information to the Director respecting a change of address for the head office or for a location from which they conduct business, within 14 days of the change occurring?	☐	☐	☐
9	HCCPR s. 16(1)(b) - If a corporation, has the high-cost credit grantor submitted information to the Director respecting (i) a change in the senior officers of the high-cost credit grantor, or (ii) a material change in the beneficial ownership of the shares of the high-cost credit grantor, within 14 days of the change occurring?	☐	☐	☐

10	HCCPR s. 16(2) - Has the high-cost credit grantor submitted a copy of any revised document, required under HCCPR s. 10(1)(f), to the Director within 14 days of the revision occurring?	☐	☐	☐
LICENCE				
11	HCCPR s. 13(1) - Is the licensee prominently displaying the licence for the location?	☐	☐	☐
12	HCCPR s. 13(2) - If the high-cost credit grantor does business online, is the licensee number prominently displayed at, or near, the top of the introductory page of any website for BC borrowers?	☐	☐	☐
13	HCCPR s. 13(3) - Is the high-cost credit grantor's licensee number included in all representations and visual advertisements?	☐	☐	☐
HIGH-COST CREDIT AGEEMENTS				
14	BPCPA s. 112.21(2)(a) - Did the high-cost credit grantor ensure the high-cost credit agreement included the high-cost credit grantor's (i) name and, if different, the name under which the high-cost credit grantor carries on business, (ii) business address and, if different, the high-cost credit grantor's mailing address, and (iii) licence number, telephone number and, if the high-cost credit grantor has a fax number or email address, that fax number or email address?	☐	☐	☐
15	BPCPA s. 112.21(2)(z.2) & HCCPR s. 22(c) - If the high-cost credit grantor is located outside British Columbia, did the high-cost credit grantor ensure the high-cost credit agreement included the address of the high-cost credit grantor's office in British Columbia for service of documents?	☐	☐	☐
16	BPCPA s. 112.21(2)(b) - Did the high-cost credit grantor ensure the high-cost credit agreement included the borrower's name?	☐	☐	☐
17	BPCPA s. 112.21(1) - Were the terms of the high-cost credit product included in a written high-cost credit agreement that was signed and dated by the borrower?	☐	☐	☐
18	BPCPA s. 112.21(2)(c) - Did the high-cost credit grantor ensure the high-cost credit agreement included the date of the agreement, and if known, the date(s) on which advance(s) will be made?	☐	☐	☐
19	BPCPA s. 112.21(2)(f) - Did the high-cost credit grantor ensure the high-cost credit agreement included the principal amount of the high-cost credit product or the amount of funds available, as applicable?	☐	☐	☐
20	BPCPA s. 112.21(4)(a) & HCCPR s. 23(a) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower the principal amount of the high-cost credit product or the amount of funds available, as applicable [BPCPA s. 112.21(2)(f)]?	☐	☐	☐
21	BPCPA s. 112.21(4)(b) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to initial the principal amount of the high-cost credit product or the amount of funds available, as applicable [BPCPA s. 112.21(2)(f)]?	☐	☐	☐
22	BPCPA s. 112.21(2)(h) - Did the high-cost credit grantor ensure the high-cost credit agreement included the following information respecting access to the high-cost credit product; (i) each method by which the borrower may access funds for each transfer or advance; (ii) if applicable, the date(s) on which	☐	☐	☐

	transfers or advances to the borrower will be made; (iii) if applicable, the amount of any funds transferred or advanced, on each transfer or advance, to the borrower; and (iv) if applicable, the cost of each method of accessing the funds on each transfer or advance?			
23	BPCPA s. 112.21(2)(j) - Did the high-cost credit grantor ensure the high-cost credit agreement included the fee, penalty, commission, consideration, charge or other amount subject to interest; the interest rate; how interest is calculated and compounded; how, when and why the interest rate will or may change; and a statement of the total amount of interest that is payable on the high-cost credit product and of what is included in the calculation of that amount?	☐	☐	☐
24	BPCPA s. 112.21(2)(l) - Did the high-cost credit grantor ensure the high-cost credit agreement included the annual interest rate and, if applicable, the APR?	☐	☐	☐
25	BPCPA s. 112.21(4)(a) & HCCPR s. 23(a) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower the annual interest rate and, if applicable, the APR [BPCPA s. 112.21(2)(l)]?	☐	☐	☐
26	BPCPA s. 112.21(4)(b) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to initial the annual interest rate and, if applicable, the APR [BPCPA s. 112.21(2)(l)]?	☐	☐	☐
27	BPCPA s. 112.21(2)(m) - Did the high-cost credit grantor ensure the high-cost credit agreement included the following information, as applicable, (i) the total cost of credit expressed as a dollar amount, or (ii) the total cost of credit expressed as a dollar amount based on the maximum available if the high-cost credit product is repaid within the prescribed time period (HCCPR s. 21)?	☐	☐	☐
28	BPCPA s. 112.21(4)(a) & HCCPR s. 23(a) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower, as applicable, (i) the total cost of credit expressed as a dollar amount, or (ii) the total cost of credit expressed as a dollar amount based on the maximum available if the high-cost credit product is repaid within the prescribed time period [BPCPA s. 112.21(2)(m)]?	☐	☐	☐
29	BPCPA s. 112.21(4)(b) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to initial, as applicable, (i) the total cost of credit expressed as a dollar amount, or (ii) the total cost of credit expressed as a dollar amount based on the maximum available if the high-cost credit product is repaid within the prescribed time period [BPCPA s. 112.21(2)(m)]?	☐	☐	☐
30	BPCPA s. 112.21(2)(g) - Did the high-cost credit grantor ensure the high-cost credit agreement included the term of the high-cost credit product and, if applicable, the date on which each payment is due to the high-cost credit grantor and the amount of each of those payments?	☐	☐	☐
31	BPCPA s. 112.21(4)(a) & HCCPR s. 23(a) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower the term of the high-cost credit product and, if applicable, the date on which each payment is due to the high-cost credit grantor and the amount of each of those payments [BPCPA s. 112.21(2)(g)]?	☐	☐	☐
32	BPCPA s. 112.21(4)(b) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to initial	☐	☐	☐

	the term of the high-cost credit product and, if applicable, the date on which each payment is due to the high-cost credit grantor and the amount of each of those payments [BPCPA s. 112.21(2)(g)]?			
33	BPCPA s. 112.21(2)(p) - Did the high-cost credit grantor ensure the high-cost credit agreement included information on how each payment will be applied to the accumulated cost of credit and the principal?	☐	☐	☐
34	BPCPA s. 112.21(2)(n) - Did the high-cost credit grantor ensure the high-cost credit agreement included the fee, penalty, commission, consideration, charge or other amount that will or may be payable by or on behalf of the borrower to the high-cost credit grantor or a third-party service provider (i.e.: all amounts that could ever become payable)?	☐	☐	☐
35	BPCPA s. 112.21(2)(o) - Did the high-cost credit grantor ensure the high-cost credit agreement included the following information: how, how often, and why the amounts payable under BPCPA s. 112.21(2)(n) will or may be payable; and what will or may happen if the borrower fails to pay any of these amounts?	☐	☐	☐
36	BPCPA s. 112.21(2)(t) - Did the high-cost credit grantor ensure the high-cost credit agreement included information about what will or may happen if the borrower fails to make a payment when it becomes due, including, (i) what default charges or penalties will or may be payable by the borrower, (ii) how and when the terms and conditions of the high-cost credit agreement will or may be affected by the missed payment, and (iii) what will or may happen to any collateral or security?	☐	☐	☐
37	BPCPA s. 112.21(4)(a) & HCCPR s. 23(a) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower what will or may happen if the borrower fails to make a payment when it becomes due, including, (i) what default charges or penalties will or may be payable by the borrower, (ii) how and when the terms and conditions of the high-cost credit agreement will or may be affected by the missed payment, and (iii) what will or may happen to any collateral or security [BPCPA s. 112.21(2)(t)]?	☐	☐	☐
38	BPCPA s. 112.21(4)(b) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to intial what will or may happen if the borrower fails to make a payment when it becomes due, including, (i) what default charges or penalties will or may be payable by the borrower, (ii) how and when the terms and conditions of the high-cost credit agreement will or may be affected by the missed payment, and (iii) what will or may happen to any collateral or security [BPCPA s. 112.21(2)(t)]?	☐	☐	☐
39	BPCPA s. 112.21(2)(u) - Did the high-cost credit grantor ensure the high-cost credit agreement included information about how, when and in what circumstances the high-cost credit grantor will or may demand payment in full from the borrower?	☐	☐	☐
40	BPCPA s. 112.21(2)(y) - Did the high-cost credit grantor ensure the high-cost credit agreement included information about how, when, and in what circumstances the high-cost credit grantor will or may cancel the high-cost credit agreement?	☐	☐	☐
41	BPCPA s. 112.21(2)(e) - Did the high-cost credit grantor ensure the high-cost credit agreement included a statement of the type of high-cost credit product?	☐	☐	☐

42	BPCPA s. 112.21(4)(a) & HCCPR s. 23(a) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower the statement of the type of high-cost credit product [BPCPA s. 112.21(2)(e)]?	☐	☐	☐
43	BPCPA s. 112.21(4)(b) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to initial the statement of the type of high-cost credit product [BPCPA s. 112.21(2)(e)]?	☐	☐	☐
44	BPCPA s. 112.21(2)(d) - Did the high-cost credit grantor ensure the high-cost credit agreement included a statement that the high-cost credit product is high-cost credit?	☐	☐	☐
45	BPCPA s. 112.21(2)(q) - Did the high-cost credit grantor ensure the high-cost credit agreement included information respecting the borrower's right to make full or partial prepayment under section BPCPA s. 112.25 and how to exercise that right?	☐	☐	☐
46	BPCPA s. 112.21(2)(z) - Did the high-cost credit grantor ensure the high-cost credit agreement included a statement of the borrower's rights of cancellation under BPCPA s. 112.20, including how those rights can be exercised, and identifying the date by which the borrower can exercise them?	☐	☐	☐
47	BPCPA s. 112.21(4)(a) & HCCPR s. 23(a) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower the statement of the borrower's rights of cancellation under BPCPA s. 112.20, including how those rights can be exercised, and identifying the date by which the borrower can exercise them [BPCPA s. 112.21(2)(z)]?	☐	☐	☐
48	BPCPA s. 112.21(4)(b) - Before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to initial the statement of the borrower's rights of cancellation under BPCPA s. 112.20, including how those rights can be exercised, and identifying the date by which the borrower can exercise them [BPCPA s. 112.21(2)(z)]?	☐	☐	☐
49	BPCPA s. 112.21(2)(z.1) - Did the high-cost credit grantor ensure the high-cost credit agreement included a statement of the remedies available to the borrower under BPCPA s. 112.31?	☐	☐	☐
50	BPCPA s. 112.21(2)(z.2) & HCCPR s. 22(d) - Did the high-cost credit grantor ensure the loan agreement included the statement about high-cost credit lending and the Business Practices and Consumer Protection Authority?	☐	☐	☐
51	BPCPA s. 112.21(2)(r) - Did the high-cost credit grantor ensure the high-cost credit agreement included information respecting any security interest that will or may be required from the borrower?	☐	☐	☐
52	BPCPA s. 112.21(2)(s) - Did the high-cost credit grantor ensure the high-cost credit agreement included information respecting any grace period that will or may apply; and what conditions, if any, the borrower must meet to benefit from it?	☐	☐	☐
53	BPCPA s. 112.21(2)(v) - Did the high-cost credit grantor ensure the high-cost credit agreement included information about each good or service that must also be purchased by the borrower, how to purchase it, why it is required and how much it will cost?	☐	☐	☐
54	BPCPA s. 112.21(2)(w) - Did the high-cost credit grantor ensure the high-cost credit agreement included the nature, amount, and timing of payments for	☐	☐	☐

	any optional product purchased by the borrower for which payments are to be made to or through the high-cost credit grantor?			
55	BPCPA s. 112.21(2)(z.2) & HCCPR s. 22(a) - If applicable, did the high-cost credit grantor ensure the loan agreement included, in the case of a fixed credit product, the total cost of any optional product to be purchased by the borrower if the full term of the optional product were to be completed?	☐	☐	☐
56	BPCPA s. 112.21(4)(a) & HCCPR s. 23(b) - If applicable, before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower, in the case of a fixed credit product, the total cost of any optional product to be purchased by the borrower if the full term of the optional product were to be completed [HCCPR s. 22(a)]?	☐	☐	☐
57	BPCPA s. 112.21(4)(b) - If applicable, before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to initial, in the case of a fixed credit product, the total cost of any optional product to be purchased by the borrower if the full term of the optional product were to be completed [HCCPR s. 22(a)]?	☐	☐	☐
58	BPCPA s. 112.21(2)(z.2) & HCCPR s. 22(b) - If applicable, did the high-cost credit grantor ensure the loan agreement included, in the case of an open credit product, the maximum total cost of any optional product to be purchased by the borrower if the full term of the optional product were one year?	☐	☐	☐
59	BPCPA s. 112.21(4)(a) & HCCPR s. 23(b) - If applicable, before the borrower signed the high-cost credit agreement, did the high-cost credit grantor review with the borrower, in the case of an open credit product, the maximum total cost of any optional product to be purchased by the borrower if the full term of the optional product were one year [HCCPR s. 22(b)]?	☐	☐	☐
60	BPCPA s. 112.21(4)(b) - If applicable, before the borrower signed the high-cost credit agreement, did the high-cost credit grantor require the borrower to intial, in the case of an open credit product, the maximum total cost of any optional product to be purchased by the borrower if the full term of the optional product were one year [HCCPR s. 22(b)]?	☐	☐	☐
61	BPCPA s. 112.21(2)(x) - Did the high-cost credit grantor ensure the high-cost credit agreement included the conditions under which the borrower may terminate an optional product referred to in BPCPA s. 112.21(2)(w)?	☐	☐	☐
62	BPCPA s. 112.21(2)(i) - Did the high-cost credit grantor ensure the high-cost credit agreement included the following information if the high-cost credit grantor advances or transfers the funds to the borrower by means of a cash card; (i) the date and time the cash card is issued to the borrower; (ii) the amount of credit available on the cash card issued to the borrower; (iii) a statement that third party service provider charges may apply for use of the card; and (iv) if applicable, the expiry date of the cash card?	☐	☐	☐
63	BPCPA s. 112.21(3) - Did the high-cost credit grantor ensure the terms, information and statements required under BPCPA s. 112.21(2) are written in a clear and comprehensible manner and meet any other prescribed criteria?	☐	☐	☐
64	BPCPA s. 112.21(5)(a) - Did the high-cost credit grantor ensure they gave the borrower a copy of the high-cost credit agreement at the time it is signed by the borrower, together with the cancellation notice in the form approved by the Director?	☐	☐	☐

PAYMENTS & RECEIPTS				
65	BPCPA s. 112.24 - Did the high-cost credit grantor ensure they only required, requested, or accepted a cheque, PAD, or other negotiable instrument from a borrower, provided it (a) is made payable to the high-cost credit grantor, and (b) states the frequency of payments to be made to the high-cost credit grantor?	☐	☐	☐
66	BPCPA s. 112.25(2) & HCCPR s. 25(a) - Did the high-cost credit grantor ensure that on receiving payment, they immediately gave the borrower a receipt for that payment, and the receipt included the payment date?	☐	☐	☐
67	BPCPA s. 112.25(2) & HCCPR s. 25(b) - Did the high-cost credit grantor ensure that on receiving payment, they immediately gave the borrower a receipt for that payment, and the receipt included the amount paid?	☐	☐	☐
68	BPCPA s. 112.25(2) & HCCPR s. 25(c) - Did the high-cost credit grantor ensure that on receiving payment, they immediately gave the borrower a receipt for that payment, and the receipt included the amount of the payment applied to interest on the high-cost credit product, to the principal of the high-cost credit product and to any charges?	☐	☐	☐
69	BPCPA s. 112.25(2) & HCCPR s. 25(d) - Did the high-cost credit grantor ensure that on receiving payment, they immediately gave the borrower a receipt for that payment, and the receipt included the balance owing?	☐	☐	☐
70	BPCPA s. 112.25(2) & HCCPR s. 25(e) - Did the high-cost credit grantor ensure that on receiving payment, they immediately gave the borrower a receipt for that payment, and the receipt included, if applicable, the changes to the payment schedule that result from the payment?	☐	☐	☐
71	BPCPA s. 112.25(2) & HCCPR s. 25(f) - Did the high-cost credit grantor ensure that on receiving payment, they immediately gave the borrower a receipt for that payment, and the receipt included, if applicable, the date and amount of the next scheduled payment?	☐	☐	☐
72	BPCPA s. 112.27(1) - Did the high-cost credit grantor ensure that they did not present, more than once, a cheque, PAD or other negotiable instrument provided by the borrower in exchange for regularly scheduled payments, or initiate, more than once, an electronic funds transfer, for the purpose of processing a regularly scheduled payment.	☐	☐	☐
73	BPCPA s. 112.27(2) - If the high-cost credit grantor attempted to process a regularly scheduled payment and the payment was dishonoured, was the permitted additional attempt to process payment (a) for the same amount as the first attempt, and (b) made within 30 days after the high-cost credit grantor received notice that the first payment was dishonoured?	☐	☐	☐
74	BPCPA s. 112.20(6) - Did the high-cost credit grantor ensure that on cancellation of a high-cost credit product, they immediately gave the borrower a receipt for the amount the borrower repaid or returned to the high-cost credit grantor?	☐	☐	☐
CASH CARDS				
75	BPCPA s. 112.30(2) - Did the high-cost credit grantor ensure they immediately, on demand by the borrower or by the director, paid the balance of credit remaining on a cash card issued to a borrower, provided the balance of credit remaining on the cash card was less than $25 [HCCPR s.	☐	☐	☐

	26(1)], or, the high-cost credit product has been repaid and the cash card has expired?			
76	BPCPA s. 112.30(3) - Did the high-cost credit grantor ensure they immediately gave the borrower a receipt for the cash card, and the receipt specified the amount paid to the borrower?	☐	☐	☐
CANCELLATION				
77	HCCPR s. 24 - Did the high-cost credit grantor ensure they immediately gave the borrower written confirmation of a cancellation of an optional product purchased by a borrower for which payments are to be made, or were made, to or through a high-cost credit grantor?	☐	☐	☐
RECORDS				
78	HCCPR s. 17(2) - For high-cost credit products that have been fully repaid, is the high-cost credit grantor retaining copies of all required records under HCCPR s. 17(1) for (a) fixed credit - 3 years after the date the high-cost credit agreement is fully repaid (b) open credit - 3 years after the date the open credit product is no longer available to the borrower (c) leases - 3 years after the later of the date of the last repayment and the end of the term of the high-cost credit agreement?	☐	☐	☐
79	HCCPR s. 17(3) - For high-cost credit products that have not been fully repaid, is the high-cost credit grantor retaining copies of all required records under HCCPR s. 17(1) for a period of 3 years after the later of the date of the last payment and the date of the last demand for payment?	☐	☐	☐
PROHIBITED PRACTICES & CHARGES				
80	BPCPA s. 112.17 - Is the high-cost credit grantor ensuring they do not charge a rate equal to or higher than the rate in section 347 of the Criminal Code (35% APR)?	☐	☐	☐
81	BPCPA s. 112.18(a) - Is the high-cost credit grantor ensuring they do not charge, require, or accept, any amount that was not disclosed in the high-cost credit agreement?	☐	☐	☐
82	BPCPA s. 112.18(b) - Is the high-cost credit grantor ensuring they do not charge, require, or accept, any amount that exceeds the amount disclosed in the high-cost credit agreement?	☐	☐	☐
83	BPCPA s. 112.18(c) - Is the high-cost credit grantor ensuring they do not charge, require, or accept, any amount for cancellation of a high-cost credit product under BPCPA s. 112.20?	☐	☐	☐
84	BPCPA s. 112.18(d) - Is the high-cost credit grantor ensuring they do not charge, require, or accept, any amount for making a payment before it is due under the high-cost credit agreement, or for repayment of a high-cost credit product before the term of the high-cost credit agreement?	☐	☐	☐
85	BPCPA s. 112.18(e) - Is the high-cost credit grantor ensuring they do not charge, require, or accept, any fee to refinance, restructure, or change the terms of a high-cost credit agreement?	☐	☐	☐
86	BPCPA s. 112.18(f) & HCCPR s. 18 - Is the high-cost credit grantor ensuring they do not charge, require, or accept, any fee in respect of an additional attempt, under BPCPA s. 112.27(2), to process a regularly scheduled payment that was dishonoured?	☐	☐	☐

87	BPCPA s. 112.19 - Is the high-cost credit grantor ensuring they do not (a) discount the principal amount of a high-cost credit product by deducting or withholding an amount from any advance, or (b) draw an amount representing any portion of the total cost of credit?	☐	☐	☐
88	BPCPA s. 112.22(a) - Is the high-cost credit grantor ensuring they do not offer or promise to give, directly or indirectly, any prize or reward as an incentive to enter into, or for having entered into, a high-cost credit agreement?	☐	☐	☐
89	BPCPA s. 112.22(b) - Is the high-cost credit grantor ensuring they do not state or imply that a high-cost credit product will improve the borrower's credit rating if it will not do so?	☐	☐	☐
90	BPCPA s. 112.23(1) - Is the high-cost credit grantor ensuring they do not require, request or accept an assignment of wages from the borrower?	☐	☐	☐
91	BPCPA s. 112.26 - Is the high-cost credit grantor ensuring they do not collect or attempt to collect a payment before the date that payment is due under the high-cost credit agreement?	☐	☐	☐
92	BPCPA s. 112.28(1) - Did the high-cost credit grantor ensure they did not require, request, or accept information that would give the high-cost credit grantor access to a borrower's bank account, unless that information is in a PAD for repayment of a high-cost credit product?	☐	☐	☐
93	BPCPA s. 112.28(3) - Did the high-cost credit grantor ensure information in a PAD, for repayment of a high-cost credit product, was only used for the purpose of accessing the borrower's account to process the pre-authorized payment?	☐	☐	☐
94	BPCPA s. 112.29 - Is the high-cost credit grantor ensuring they do not require, request or accept consent from a borrower of a high-cost credit product to use or disclose the borrower's personal information for a purpose other than offering, arranging, providing, insuring or facilitating a high-cost credit product?	☐	☐	☐
DEBT COLLECTION				
95	Is the high-cost credit grantor advancing funds on "balance sheet" (using its own capital to fund the loan) or is it acting as a loan broker for another unrelated corporate entity?			
96	BPCPA s. 143(1)(a) - If applicable, was the business properly licensed to engage in the designated activity of debt collection?	☐	☐	☐
97	BPCPA s. 143(1)(a) - If applicable, were all employees of the business engaged in the designated activity of debt collection properly licensed?	☐	☐	☐
Communication With Debtor				
98	BPCPA s. 116(1) - Has the collector ensured they do not communicate or attempt to communicate with a debtor at their place of employment unless permitted to do so?	☐	☐	☐
99	BPCPA s. 116(2) - Did the collector ensure only a single verbal attempt was made to communicate with a debtor at their place of employment because the collector was unable to contact the debtor via their home address, telephone number or email address?	☐	☐	☐

100	BPCPA s. 116(3)(a) - At the time a collector communicates with a debtor, has the collector indicated to the debtor the name of the original creditor, and if different, to whom the debt is now owed?	☐	☐	☐
101	BPCPA s. 116(3)(b) - At the time a collector communicates with a debtor, has the collector indicated to the debtor the amount of the debt on the day it was first due and payable, and if different, the amount currently owing, including a breakdown of that current amount?	☐	☐	☐
102	BPCPA s. 116(3)(c) - At the time a collector communicates with a debtor, has the collector indicated to the debtor the identity and authority of the collector to collect the debt from the debtor?	☐	☐	☐
103	BPCPA s. 116(4) - Was the collector complying with requests to (a) communicate in writing only, (b) communicate through the debtor's lawyer, or (c) to cease communication in the event of a disputed debt?	☐	☐	☐
Debt Collection Practices				
104	BPCPA s. 114(1) - Has the collector ensured they do not communicate in a manner or with a frequency as to constitute harassment?	☐	☐	☐
105	BPCPA s. 115(1)(a) - Has the collector ensured they do not attempt to collect payment of a debt until they have notified, or made a reasonable attempt to notify, the debtor in writing of the name of the original creditor, and if different, to whom the debt is now owed?	☐	☐	☐
106	BPCPA s. 115(1)(b) - Has the collector ensured they do not attempt to collect payment of a debt until they have notified, or made a reasonable attempt to notify, the debtor in writing of the amount of the debt on the day it was first due and payable, and if different, the amount currently owing, including a breakdown of that current amount?	☐	☐	☐
107	BPCPA s. 115(1)(c) - Has the collector ensured they do not attempt to collect payment of a debt until they have notified, or made a reasonable attempt to notify, the debtor in writing of the identify and authority of the collector to collect the debt from the debtor?	☐	☐	☐
108	BPCPA s. 115(2) - Has the collector ensured they do not initiate verbal communication with a debtor until 5 days after the written notice required under BPCPA s. 115(1) has been sent, unless it is for the purpose of requesting the debtor's information in order to send it, if the collector does not have it, or has reason to believe it is not correct?	☐	☐	☐
109	BPCPA s. 115(3) - Has the collector ensured they sent the written notice required under BPCPA s. 115(1) in circumstances where the debtor informs the collector they have not received the written notice?	☐	☐	☐
110	BPCPA s. 117(1) - Are collectors only communicating with persons other than the debtor when authorized to do so, or for the purpose of obtaining the debtor's home address, telephone number or electronic mail address if the collector does not have that information or has reason to believe it is not correct?	☐	☐	☐
111	BPCPA s. 117(2) - Are collectors only communicating with the debtors employer for (a) the purpose of confirming the debtor's employment, business title and business address, and only once notice regarding legal proceedings has been given to the debtor, or (b) other purposes if authorized in writing by the debtor to do so?	☐	☐	☐

112	BPCPA s. 118(2) - Unless requested by the person contacted, are collectors only communicating, by phone or in-person, with persons on (a) non-statutory holidays, (b) on a Sunday between 1300 - 1700 (local time), or (c) any other day between 0700 - 2100 (local time)?	☐	☐	☐
113	BPCPA s. 119 - Are collectors ensuring that the costs of communication for the purpose of collecting, negotiating or demanding payment of a debt are not being borne by the person contacted?	☐	☐	☐
114	BPCPA s. 120 - Are collectors ensuring that they do not (a) collect or attempt to collect money that exceeds the amount of the debt owing, (b) collect or attempt to collect money from a person who is not liable for the debt, or (c) continue to communicate with a person who claims they are not the debtor, unless the collector first makes all reasonable efforts to ensure that the person is in fact the debtor?	☐	☐	☐
115	BPCPA s. 121 - Before doing so, are collectors ensuring that the debtor has first been given notice (1.1) if the collector intends to bring a legal proceeding for the recovery of a debt, or (2) prior to recommending to a creditor that a legal proceeding for the recovery of a debt be brought?	☐	☐	☐
116	BPCPA s. 121(4) - Are collectors ensuring that they do not directly or indirectly threaten, or state an intention, to bring or continue a legal proceeding for the recovery of a debt (a) for which the collector does not have the written authority of the creditor, or (b) for which there is no lawful authority?	☐	☐	☐
117	BPCPA s. 123 - In attempting to collect payment of a debt, are collectors ensuring that they do not (a) supply any false or misleading information, (b) misrepresent the purpose of a communication, (c) misrepresent the identity of the collector or, if different, the creditor, or (d) use, without lawful authority, a summons, notice, demand, or other document that suggests or implies a connection with any court inside or outside of Canada?	☐	☐	☐
	GENERAL REQUIREMENTS			
118	HCCPR s. 14 - Is the high-cost credit grantor only carrying on business in its registered name or DBA?	☐	☐	☐

For more information about your obligations as a licensed business, our processes and our organization, please visit www.consumerprotectionbc.ca.