CONSUMER PROTECTION BC

Inspection Guide

Home inspectors

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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 Home Inspector Licensing Regulation (HILR).

Together the BPCPA and HILR govern the conduct of persons who engage in the business or occupation of home inspection and the licensing requirements for home inspectors 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 conditions on your license. 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 license, 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 license, the suitability of a licensee or an applicant for a license.

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.

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.

[1] See Appendix – Inspection Checklist

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 license, 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 license 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;
- Identify any contraventions;
- 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

License #: ___________

Date of inspection:______

Question	HOME INSPECTOR INSPECTION REPORT	Y	N	N/A
GENERAL INFORMATION				
1	BPCPA 143 - Was the home inspector properly licensed at the time of all home inspections conducted?	☐	☐	☐
2	Is the licensee a member of a professional association? If yes, list association:			
3	Was the licensee a member of a professional association in the past? If yes, list association(s):			
REPORTING CHANGES				
4	HILR s. 7(1)(a) - Has the licensee submitted information to the Director respecting a change in the name of the licensee within 14 days of the change?	☐	☐	☐
5	HILR s. 7(1)(b) - Has the licensee submitted information to the Director respecting a change in the location from which the licensee conducts business, within 14 days of the change?	☐	☐	☐
6	HILR s. 7(2) - Has the licensee immediately reported to the Director any instance where the licensee's errors and omissions insurance or comprehensive general liability insurance was cancelled or lapsed?	☐	☐	☐
LICENSE				
7	HILR s. 6(2)(a) - Is the licensee displaying their license in a conspicuous location in the place of business?	☐	☐	☐
8	HILR s. 7(1)(b) - Has the licensee submitted information to the Director respecting a change in the location from which the licensee conducts business, within 14 days of the change?	☐	☐	☐
9	HILR s. 6(3) - Is the licensee including their license number in all representations and visual advertisements?	☐	☐	☐

DISCLOSURE REQUIREMENTS				
10	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the supplier's name and DBA [BPCPA s. 18.2(a)]?	☐	☐	☐
11	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer a detailed description of the goods or services to be supplied under the contract [BPCPA s. 18.2(d)]?	☐	☐	☐
12	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the supplier's delivery arrangements, if applicable, including the mode of transportation and the place of delivery to the consumer [BPCPA s. 18.2(e)]?	☐	☐	☐
13	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer if the goods or services are not supplied on the date the contract is entered into, (i) the supply date, and (ii) if applicable, the date on which the supply of the goods or services will be complete [BPCPA s. 18.2(f)]?	☐	☐	☐
14	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer an itemized purchase price for the goods or services to be supplied [BPCPA s. 18.2(g)]?	☐	☐	☐
15	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the nature and amount of other costs payable by the consumer that can reasonably be determined by the supplier, such as taxes [BPCPA s. 18.2(h)]?	☐	☐	☐
16	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the nature of other costs payable by the consumer that cannot reasonably be determined by the supplier, such as custom duties [BPCPA s. 18.2(i)]?	☐	☐	☐
17	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the currency in which the amounts are payable, if amounts owing under the contract are payable in a currency other than Canadian currency [BPCPA s. 18.2(j)]?	☐	☐	☐
18	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer a detailed statement of the terms of payment under the contract and, if the contract provides for periodic payments, the amount of each of the periodic payments [BPCPA s. 18.2(k)]?	☐	☐	☐
19	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the total price under the contract [BPCPA s. 18.2(l)]?	☐	☐	☐
20	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer any promotional offers that apply to the contract, including (i) the conditions required to qualify for the offer, (ii) the terms and duration of the offer, and (iii) the contract terms that apply when the offer expires [BPCPA s. 18.2(o)]?	☐	☐	☐
21	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer any other restrictions,	☐	☐	☐

	limitations, terms or conditions that apply or may apply to the supply of the goods or services [BPCPA s. 18.2(p)]?			
22	BPCPA s. 18.3(1)(a) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the supplier's return, exchange, cancellation and refund policies [BPCPA s. 18.2(q)]?	☐	☐	☐
23	BPCPA s. 18.3(1)(b) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the address of the property to be inspected [HILR s. 12.1(a)]?	☐	☐	☐
24	BPCPA s. 18.3(1)(b) - Before entering into the contract with the consumer, did the supplier disclose to the consumer what will be covered by the home inspection [HILR s. 12.1(b)]?	☐	☐	☐
25	BPCPA s. 18.3(1)(b) - Before entering into the contract with the consumer, did the supplier disclose to the consumer whether or not the licensee will inspect for mold [HILR s. 12.1(c)]?	☐	☐	☐
26	BPCPA s. 18.3(1)(b) - Before entering into the contract with the consumer, did the supplier disclose to the consumer whether or not the licensee will inspect for asbestos [HILR s. 12.1(d)]?	☐	☐	☐
27	BPCPA s. 18.3(1)(b) - Before entering into the contract with the consumer, did the supplier disclose to the consumer that the home inspection will be non-invasive or specify the invasive procedures that will be used [HILR s. 12.1(e)]?	☐	☐	☐
28	BPCPA s. 18.3(1)(b) - Before entering into the contract with the consumer, did the supplier disclose to the consumer the statement about home inspectors and the Business Practices and Consumer Protection Authority [HILR s. 12.1(f)]?	☐	☐	☐
29	BPCPA s. 18.3(2) - Did the supplier ensure the information required to be disclosed under BPCPA s. 18.3(1) was (a) provided without charge to the consumer and without conditions, and (b) provided in a clear and comprehensible manner?	☐	☐	☐
30	BPCPA s. 18.3(3) - Did the supplier, at the time the information under BPCPA s. 18.3(1) was disclosed, (a) provide the consumer with an express opportunity to view the entire contract, and (b), if the consumer requested, promptly provide a copy of the contract to the consumer?	☐	☐	☐
31	BPCPA s. 47(2)(a) as applicable - Before entering into the distance sales contract in electronic form with the consumer, did the supplier make the information, required to be disclosed under BPCPA s. 18.3, available in a manner that (i) requires the consumer to access the information, and (ii) allows the consumer to retain and print the information?	☐	☐	☐
32	BPCPA s. 47(2)(b) as applicable - Before entering into the distance sales contract in electronic form with the consumer, did the supplier provide the consumer with an express opportunity to (i) correct errors in the contract, and (ii) accept or decline the contract?	☐	☐	☐
HOME INSPECTION CONTRACTS (BPCPA s.48 requirements only apply if a Distance Sales Contract has been executed)				
33	BPCPA s. 18.2(a) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include the supplier's name and registered DBA?	☐	☐	☐

34	BPCPA s. 48(2)(b) if applicable - Does each home inspection contract contain the consumer's name?	☐	☐	☐
35	BPCPA s. 18.2(c) or BPCPA s. 48(2)(c) as applicable - Does each home inspection contract include the date the contract was entered into?	☐	☐	☐
36	BPCPA s. 18.2(d) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include a detailed description of the goods or services to be supplied under the contract?	☐	☐	☐
37	BPCPA s. 18.2(e) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include the supplier's delivery arrangements, if applicable, including the mode of transportation and the place of delivery to the consumer?	☐	☐	☐
38	BPCPA s. 18.2(f) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include, if the goods or services are not supplied on the date the contract is entered into, (i) the supply date, and (ii) if applicable, the date on which the supply of the goods or services will be complete?	☐	☐	☐
39	BPCPA s. 18.2(g) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include an itemized purchase price for the goods or services to be supplied?	☐	☐	☐
40	BPCPA s. 18.2(h) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include the nature and amount of other costs payable by the consumer that can reasonably be determined by the supplier, such as taxes?	☐	☐	☐
41	BPCPA s. 18.2(i) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include the nature of other costs payable by the consumer that cannot reasonably be determined by the supplier, such as custom duties?	☐	☐	☐
42	BPCPA s. 18.2(j) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include the currency in which the amounts are payable, if amounts owing under the contract are payable in a currency other than Canadian currency?	☐	☐	☐
43	BPCPA s. 18.2(k) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include a detailed statement of the terms of payment under the contract and, if the contract provides for periodic payments, the amount of each of the periodic payments?	☐	☐	☐
44	BPCPA s. 18.2(l) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include the total price under the contract?	☐	☐	☐
45	BPCPA s. 18.2(o) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include any promotional offers that apply to the contract, including (i) the conditions required to qualify for the offer, (ii) the terms and duration of the offer, and (iii) the contract terms that apply when the offer expires?	☐	☐	☐
46	BPCPA s. 18.2(p) or BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include information about any other restrictions, limitations, terms or conditions that apply or may apply to the supply of the goods or services?	☐	☐	☐

47	BPCPA s. 18.2(q) & BPCPA s. 48(2)(a) as applicable - Does each home inspection contract include information about the supplier's return, exchange, cancellation and refund policies?	☐	☐	☐
48	BPCPA s. 18.2(t) & BPCPA s. 48(2)(a) as applicable - Does each home inspection contract contain the address of the property to be inspected [HILR s. 12.1(a)]?	☐	☐	☐
49	BPCPA s. 18.2(t) & BPCPA s. 48(2)(a) as applicable - Does each home inspection contract specify what will be covered by the home inspection [HILR s. 12.1(b)]?	☐	☐	☐
50	BPCPA s. 18.2(t) & BPCPA s. 48(2)(a) as applicable - Does each home inspection contract state whether or not the licensee will inspect for mold [HILR s. 12.1(c)]?	☐	☐	☐
51	BPCPA s. 18.2(t) & BPCPA s. 48(2)(a) as applicable - Does each home inspection contract state whether or not the licensee will inspect for asbestos [HILR s. 12.1(d)]?	☐	☐	☐
52	BPCPA s. 18.2(t) & BPCPA s. 48(2)(a) as applicable - Does each home inspection contract state that the home inspection will be non-invasive or specify the invasive procedures that will be used [HILR s. 12.1(e)]?	☐	☐	☐
53	BPCPA s. 18.2(t) & BPCPA s. 48(2)(a) as applicable - Does each home inspection contract contain the statement about home inspectors and the Business Practices and Consumer Protection Authority [HILR s. 12.1(f)]?	☐	☐	☐
54	HILR s. 12(2)(a) - Has the licensee ensured, in the home inspection contract, they do not exclude from the home inspection a garage or carport, whether or not the garage or carport is attached to a dwelling?	☐	☐	☐
55	HILR s. 12(2)(b) - Has the licensee ensured, in the home inspection contract, they do not purport to limit the liability, or the amount of the liability, of the licensee?	☐	☐	☐
56	HILR s. 12(2)(c) - Has the licensee ensured, in the home inspection contract, they do not purport to limit the time for making a claim against the licensee?	☐	☐	☐
57	BPCPA s. 14.2(1) - Has the supplier ensured they do not include in a consumer contract a term or acknowledgment that prohibits or has the effect of prohibiting a consumer from posting on the internet, or otherwise communicating, a review by the consumer of (a) the goods or services that are the subject of the contract, or (b) the consumer transaction?	☐	☐	☐
58	BPCPA s. 14.3(1) - Has the supplier ensured they do not include in a consumer contract a dispute resolution term or acknowledgment or a class proceeding term or acknowledgment?	☐	☐	☐
59	BPCPA s. 23(3) or BPCPA s. 48(1) as applicable - Did the supplier give the consumer a copy of the contract within 15 days after the contract was entered into?	☐	☐	☐
HOME INSPECTION REPORTS				
60	HILR s. 13(1)(a) - Has the licensee ensured that each home inspection report is in writing?	☐	☐	☐

61	HILR s. 13(1)(b) - Has the licensee ensured that each home inspection report sets out an opinion on the condition of each of the things that the home inspection contract requires the licensee to inspect?	☐	☐	☐
62	HILR s. 13(1)(c) as applicable - Has the licensee ensured that each home inspection report identifies any of the things referred to in HILR s. 13(1)(b) on which the licensee recommends that the consumer obtain expert advice?	☐	☐	☐
63	HILR s. 13(1)(d) - Has the licensee ensured that each home inspection report specifies what is not covered by the home inspection?	☐	☐	☐
64	HILR s. 13(1)(e)(i) - Has the licensee ensured that each home inspection report includes the consumer's name and address?	☐	☐	☐
65	HILR s. 13(1)(e)(ii) - Has the licensee ensured that each home inspection report includes the licensee's name and, if different, the name under which the licensee carries on business?	☐	☐	☐
66	HILR s. 13(1)(e)(iii) - Has the licensee ensured that each home inspection report includes the licensee's business address and, if different, the licensee's mailing address?	☐	☐	☐
67	HILR s. 13(1)(e)(iv) - Has the licensee ensured that each home inspection report includes the licensee's license number, telephone number and, if applicable, fax number and email address?	☐	☐	☐
68	HILR s. 13(1)(e)(v) - Has the licensee ensured that each home inspection report includes the address of the property inspected?	☐	☐	☐
69	HILR s. 13(1)(e)(vi) - Has the licensee ensured that each home inspection report includes the date of the home inspection?	☐	☐	☐
70	HILR s. 13(2) - Has the licensee provided a copy of the home inspection report to the consumer on or before the date specified in the home inspection contract?	☐	☐	☐
RECORDS				
71	HILR s. 8(1) - Does the licensee have a business location where records are kept?	☐	☐	☐
72	If yes, detail the location:			
73	HILR s. 8(2)(a) - Is the licensee keeping at that business location a copy of each home inspection contract entered into, and each home inspection report issued, by the licensee during the previous 2 years?	☐	☐	☐
74	HILR s. 8(2)(b) - Is the licensee keeping at that business location documentation of the licensee's errors and omissions insurance and comprehensive general liability insurance for the term of the license of the licensee?	☐	☐	☐
PROHIBITED PRACTICES				

75	HILR s. 9(1) - Has the licensee ensured they are not carrying on business in a name other than the name on the license?	☐	☐	☐
76	HILR s. 9(2) - Has the licensee ensured they did not disclose contents of a home inspection report, except (a) with the permission of the consumer, (b) as required by law, or (c) if, in the opinion of the licensee, there is a serious health or safety risk.	☐	☐	☐
77	If the licensee has disclosed contents of a home inspection report under HILR s. 9(2)(b) or HILR s. 9(2)(c), describe the circumstances:			
78	HILR s. 9(3) - Has the licensee ensured they did not have a conflict of interest in relation to a home inspection that resulted in a material gain to the licensee?	☐	☐	☐

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