CONSUMER
PROTECTION BC

Inspection Guide

Payday lenders

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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 Payday Loans Regulation (PLR*)*.

Together, the BPCPA and PLR govern the conduct of persons and businesses engaged in the activity of payday lending in British Columbia and the licensing requirements for payday lenders in the 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 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.

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 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;
- 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

Licence #: __________

Date of Inspection: __________

Question	PAYDAY LENDER INSPECTION REPORT	Y	N	N/A
	GENERAL INFORMATION			
1	How does the payday lender execute payday loans with borrowers (online, in-person, over the phone etc.)?			
2	If the payday lender does business online, list website URL.			
3	How does the payday lender advance funds to borrowers (cash, Interac e-transfer, EFT etc.)?			
4	How much does the payday lender charge for payday loans? List the percentage or stated fee.			
	LICENSED LOCATION			
5	PLR s. 5 - Are all locations where the licensee conducts business licensed?	☐	☐	☐
	REPORTING CHANGES			
6	PLR s. 10(1)(a) - Has the payday lender submitted information to the Director respecting a change in address for the head office or for a location from which they conduct business, within 14 days of the change occurring?	☐	☐	☐
7	PLR s. 10(1)(b) - If a corporation, has the payday lender submitted information to the Director respecting (i) a change in the senior officers of the licensee, or (ii) a material change in the beneficial ownership of the shares of the licensee, within 14 days of the change occurring?	☐	☐	☐
8	PLR s. 10(2) - Has the payday lender submitted a copy of any changed document, required under PLR s. 4(2), to the Director within 14 days of the change occurring?	☐	☐	☐
	LICENCE			
9	PLR s. 7(1) - Is the payday lender prominently displaying the licence for the location?	☐	☐	☐

10	PLR s. 7(2) - If the payday lender does business online, is the licence number prominently displayed at, or near, the top of the introductory page of the website for BC borrowers?	☐	☐	☐
11	PLR s. 7(3) - Is the payday lender's licence number included in all representations and visual advertisements?	☐	☐	☐
SIGNS AND NOTICES				
12	PLR s. 13(1)(a) - Was the payday lender displaying a sign, visible to borrowers immediately on entering the place of business, that met the requirements of PLR s. 13(2)?	☐	☐	☐
13	PLR s. 13(1)(b) - Was the payday lender displaying a sign, visible to borrowers at each place where a payday loan was negotiated, that met the requirements of PLR s. 13(3)?	☐	☐	☐
14	PLR s. 13(5) - If the payday lender does business online, is the payday lender displaying a notice that is (a) of the colour and content required, and (b) is visible to borrowers (i) at, or near, the top of the introductory page of the website for BC borrowers, and (ii) in a location on the website that precedes the application for the loan.	☐	☐	☐
15	PLR s. 13(6) - If the payday lender offers, arranges, or provides a payday loan by telephone, was the payday lender disclosing to prospective borrowers the information described in PLR s. 13(4)?	☐	☐	☐
GOVERNMENT CHEQUE CASHING				
16	List the (i) name and (ii) address of the financial institution used for the deposit of prescribed government cheques.			
17	List the bank account number where prescribed government cheques are deposited.			
18	BPCPA s. 112.13 - Is the licensee only charging, requiring or accepting cheque cashing fees as permitted (lesser of [$2.00 plus 1% of the cheque face value] and [$10.00])?	☐	☐	☐
PAYDAY LOAN AGREEMENTS				
19	BPCPA s. 112.06(2)(a) - Did the payday lender ensure the loan agreement included the payday lender's name and, if different, the name under which the payday lender carries on business?	☐	☐	☐
20	BPCPA s. 112.06(2)(b) - Did the payday lender ensure the loan agreement included the payday lender's business address and, if different, the payday lender's mailing address?	☐	☐	☐
21	PLR s. 12 - If the payday lender is located outside British Columbia, did the payday lender ensure the payday loan agreement contained the address of the payday lender's office in British Columbia for service of documents?	☐	☐	☐
22	BPCPA s. 112.06(2)(c) - Did the payday lender ensure the loan agreement included the payday lender's licence number, telephone number and, if the payday lender has a fax number or email address, that fax number and email address?	☐	☐	☐

23	BPCPA s. 112.06(2)(d) - Did the payday lender ensure the loan agreement included the borrower's name?	☐	☐	☐
24	BPCPA s. 112.06(1) - Were the terms of the payday loan included in a written agreement that was signed and dated by the borrower?	☐	☐	☐
25	BPCPA s. 112.06(2)(e) - Did the payday lender ensure the loan agreement included the date of the agreement, and the date(s) on which the advance(s) will be made?	☐	☐	☐
26	BPCPA s. 112.06(2)(f) - Did the payday lender ensure the loan agreement included the principal of the payday loan?	☐	☐	☐
27	BPCPA s. 112.06(2)(h) - Did the payday lender ensure the loan agreement included the amount of cash advanced to the borrower or the amount of money transferred to the borrower?	☐	☐	☐
28	BPCPA s. 112.06(2)(m) - Did the payday lender ensure the loan agreement included the rate of interest that applies to the principal of the payday loan, together with a statement of the total amount of interest that is payable under the loan?	☐	☐	☐
29	BPCPA s. 112.06(2)(k) - Did the payday lender ensure the loan agreement included the total cost of credit and the APR for the payday loan?	☐	☐	☐
30	BPCPA s. 112.06(4)(a) - Before the borrower signed the loan agreement, did the payday lender review with the borrower the total cost of credit and the APR for the payday loan [BPCPA s. 112.06(2)(k)]?	☐	☐	☐
31	BPCPA s. 112.06(4)(b) - Before the borrower signed the loan agreement, did the payday lender require the borrower to initial the total cost of credit and the APR for the payday loan [BPCPA s. 112.06(2)(k)]?	☐	☐	☐
32	BPCPA s. 112.06(2)(g) - Did the payday lender ensure the loan agreement included the payday loan term of the payday loan?	☐	☐	☐
33	BPCPA s. 112.06(2)(o) - Did the payday lender ensure the loan agreement included the date on which each payment is due to the payday lender and the amount of each of those payments?	☐	☐	☐
34	BPCPA s. 112.06(2)(l) - Did the payday lender ensure the loan agreement included a statement that interest applies only to the principal of the payday loan?	☐	☐	☐
35	BPCPA s. 112.06(2)(n) - Did the payday lender ensure the loan agreement included each of the permissible charges that apply (PLR s. 17), together with a statement of the amount of each of those permissible charges?	☐	☐	☐
36	BPCPA s. 112.06(2)(p) - Did the payday lender ensure the loan agreement included a statement that the payday loan is a "high-cost loan"?	☐	☐	☐
37	BPCPA s. 112.06(2)(t) & PLR s. 14 - Did the payday lender ensure the loan agreement included the statement about payday lending and the Business Practices and Consumer Protection Authority?	☐	☐	☐
38	BPCPA s. 112.06(2)(q) - Did the payday lender ensure the loan agreement included a statement of the borrower's rights of cancellation under BPCPA s. 112.05, setting out how those rights can be exercised, and identifying the time by which the borrower can exercise them?	☐	☐	☐

39	BPCPA s. 112.06(4)(a) - Before the borrower signed the loan agreement, did the payday lender review with the borrower the statement of the borrower's rights of cancellation under BPCPA s. 112.05, setting out how those rights can be exercised, and identifying the time by which the borrower can exercise them [BPCPA s. 112.06(2)(q)]?	☐	☐	☐
40	BPCPA s. 112.06(4)(b) - Before the borrower signed the loan agreement, did the payday lender require the borrower to initial the statement of the borrower's rights of cancellation under BPCPA s. 112.05, setting out how those rights can be exercised, and identifying the time by which the borrower can exercise them [BPCPA s. 112.06(2)(q)]?	☐	☐	☐
41	BPCPA s. 112.06(2)(r) - Did the payday lender ensure the loan agreement included a statement of the remedies available to the borrower under BPCPA s. 112.10?	☐	☐	☐
42	BPCPA s. 112.06(2)(i) - Did the payday lender ensure the loan agreement included the amount of credit available on a cash card issued to the borrower, if applicable?	☐	☐	☐
43	BPCPA s. 112.06(2)(j) - Did the payday lender ensure the loan agreement included the date of expiration, if a cash card was issued to the borrower?	☐	☐	☐
44	BPCPA s. 112.06(2)(s) - Did the payday lender ensure the loan agreement included a statement identifying that third party service charges may apply for use of the card, if a cash card was issued to the borrower?	☐	☐	☐
45	BPCPA s. 112.06(3) - Did the payday lender ensure the terms, information and statements required under BPCPA s. 112.06(2) are written in a clear and comprehensible manner?	☐	☐	☐
46	PLR s. 19(3) - Did the payday lender ensure the loan agreement included a statement that the supply of other goods or services is separate and optional?	☐	☐	☐
47	PLR s. 19(2) - Did the payday lender ensure the loan agreement did not include a term or condition relation to the supply of other goods or services?	☐	☐	☐
48	PLR s. 20 - Did the payday lender ensure the loan agreement did not contain a provision giving the lender permission to collect on a delinquent loan from the borrower's employer?	☐	☐	☐
49	BPCPA s. 112.06(5) - Did the payday lender ensure they gave the borrower a copy of the loan agreement at the time it is signed by the borrower, together with the cancellation notice in the form approved by the Director?	☐	☐	☐
PAYMENT APPLICATION & RECEIPTS				
50	BPCPA s. 112.07(1)(a) - Did the payday lender ensure they applied payments first to interest, then to permissible charges, and lastly to the principal of the loan?	☐	☐	☐
51	BPCPA s. 112.07(2) - Did the payday lender ensure that on receiving payment, they immediately gave the borrower a receipt for that payment that (a) specified the amount of the payment that has been applied to (i) interest, (ii) any permissible charges, and (iii) the principal of the payday loan and (b) if another payment is due under the loan agreement, the	☐	☐	☐

	receipt also specifies (i) the balance of the principal outstanding on the loan, (ii) the date on which the next payment is due under the agreement, and (iii) the amount of that next payment?			
52	BPCPA s. 112.05(6) - Did the payday lender ensure that on cancellation of a payday loan, they immediately gave the borrower a receipt for the amount the borrower paid or returned to the payday lender?	☐	☐	☐
CASH CARDS				
53	BPCPA s. 112.09(2) - Did the payday lender 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 [PLR s. 16(1)], or, the payday loan has been repaid and the cash card has expired?	☐	☐	☐
54	BPCPA s. 112.09(3) - Did the payday lender ensure they immediately gave the borrower a receipt for the cash card, and the receipt specified the amount paid to the borrower?	☐	☐	☐
RECORDS				
55	PLR s. 11 - Has the payday lender retained all payday loan agreements, receipts and other documents used for each payday loan for a period of 2 years after the payday loan is fully repaid?	☐	☐	☐
PROHIBITED PRACTICES & CHARGES				
56	BPCPA s. 112.02(2) - Is the payday lender ensuring they do not charge, require or accept from the borrower or consumer any amount that exceeds the amounts under PLR s. 17?	☐	☐	☐
57	BPCPA s. 112.03(1) - Is the payday lender ensuring they do not charge, require or accept any interest on the payday loan (a) before the first advance is received by the borrower, or (b) after (i) the date the final payment is due, or (ii) the date the final payment is made.	☐	☐	☐
58	BPCPA s. 112.03(2) - Is the payday lender ensuring they do not charge, require or accept any interest on a payday loan in excess of 62 days?	☐	☐	☐
59	BPCPA s. 112.03(3) - Is the payday lender ensuring they do not charge, require or accept interest on anything other than the outstanding principal of a payday loan?	☐	☐	☐
60	BPCPA s. 112.04(1) - Is the payday lender ensuring they do not charge, require, or accept (a) anything other than a permissible charge under PLR s. 17, (b) any amount that is not disclosed in the loan agreement, (c) any amount that exceeds the amount disclosed in the loan agreement, (d) any amount for cancellation of a payday loan under section BPCPA s. 112.05, (e) any amount for making a payment before it is due under the loan agreement or for repayment of a payday loan before the end of the payday loan term under the loan agreement, or (f) any amount for or in relation to a cash card issued to a borrower?	☐	☐	☐
61	BPCPA s. 112.08(1)(a) - Did the payday lender ensure they did not grant rollovers?	☐	☐	☐

62	BPCPA s. 112.08(1)(b) - Did the payday lender ensure they did not issue a new payday loan to a borrower who already has a payday loan issued by the lender?	☐	☐	☐
63	BPCPA s. 112.08(1)(c) - Did the payday lender ensure they did not issue a payday loan in excess of 50% of a borrower's net pay or other net income to be received during a single pay period within the payday loan term (PLR s. 18)?	☐	☐	☐
64	BPCPA s. 112.08(1)(d) - Did the payday lender ensure they did not accept require or request from a borrower any payment, whether to the payday lender or a third-party service provider, that in total exceeds 50% of the borrower's net pay or other net income to be received during the payday loan term (PLR s. 18)?	☐	☐	☐
64	BPCPA s. 112.08(1)(e) - Did the payday lender ensure they did not discount the principal amount of a payday loan by deducting or withholding from the initial advance an amount representing any portion of the total cost of credit?	☐	☐	☐
65	BPCPA s. 112.08(1)(f) - Did the payday lender ensure they did not require, request or accept any undated cheque?	☐	☐	☐
66	BPCPA s. 112.08(1)(g) - Did the payday lender ensure they did not require, request or accept any post-dated cheque, pre-authorized debit or future payment of a similar nature, for any amount exceeding the amount to repay the payday loan by the due date, including interest and permissible charges?	☐	☐	☐
67	BPCPA s. 112.08(1)(h) - Did the payday lender ensure they did not require or request any payment from the borrower before it is due under the loan agreement?	☐	☐	☐
68	BPCPA s. 112.08(1)(i) - Did the payday lender ensure they did not sell insurance to or for the borrower, or require or request that the borrower insure a payday loan?	☐	☐	☐
69	BPCPA s. 112.08(1)(j) - Did the payday lender ensure they did not require, request or accept an assignment of wages from the borrower?	☐	☐	☐
70	BPCPA s. 112.08(1)(k) - Did the payday lender ensure they did not require, request or accept from the borrower or any other person, as security for a payday loan, any personal property or real property?	☐	☐	☐
71	BPCPA s. 112.08(1)(l) - Did the payday lender ensure they did not require, request or accept from the borrower or any other person, as security for a payday loan, any documentation that may be used to transfer title in the borrower's personal property or real property?	☐	☐	☐
72	BPCPA s. 112.08(1)(l.1) - Did the payday lender ensure they did not require, request or accept consent from a borrower to use or disclose the borrower's personal information for a purpose other than offering, arranging, providing or otherwise facilitating a payday loan?	☐	☐	☐
73	BPCPA s. 112.08(1)(m) & PLR s. 19(1) - Did the payday lender ensure they did not make a payday loan contingent on the supply of other goods or services?	☐	☐	☐

74	BPCPA s. 112.08(1)(m) & PLR s. 21(1) - Is the payday lender ensuring they do not require that a payday loan be due before the first day on which the borrower will receive the borrower's pay or other income following the date of the loan?	☐	☐	☐
75	BPCPA s. 112.08(1)(m) & PLR s. 21(2) - Is the payday lender ensuring they do not state or imply that a payday loan will improve the borrower's credit rating if it will not do so?	☐	☐	☐
76	BPCPA s. 112.08(1)(m) & PLR s. 21(3) - Did the payday lender ensure they did not require, request, or accept information that would give the payday lender direct access to a borrower's bank account, other than pre-authorization for repayment of a specific payday loan?	☐	☐	☐
77	BPCPA s. 112.08(1)(m) & PLR s. 21(4) - Did the payday lender ensure they did not include an enticement to enter into a payday loan for a prize or reward in a representation or advertisement?	☐	☐	☐
78	BPCPA s. 112.08(1)(m) & PLR s. 22 - Did the payday lender ensure they did not accept a cheque from the borrower unless it is payable to the lender?	☐	☐	☐
79	PLR s. 23(2)(a) - Did the payday lender ensure that when entering into a third or subsequent payday loan agreement with a borrower in a 62-day period, the payday lender provided that repayment is to be spread over at least 3 pay periods, if the borrower receives income on a bi-weekly, semi-monthly or more frequent basis?	☐	☐	☐
80	BPCPA s. 112.08(1)(m) & PLR s. 23(3)(a) - Did the payday lender ensure that for loan agreements where PLR s. 23(2)(a) applies, the payday lender did not require a repayment that is more than 35% of the sum of the principal and the cost of borrowing in relation to the loan?	☐	☐	☐
81	PLR s. 23(2)(b) - Did the payday lender ensure that when entering into a third or subsequent payday loan agreement with a borrower in a 62-day period, the payday lender provided that repayment is to be spread over at least 2 pay periods, if the borrower receives income on a less frequent basis than that referred to in PLR s. 23(2)(a)?	☐	☐	☐
82	BPCPA s. 112.08(1)(m) & PLR s. 23(3)(b) - Did the payday lender ensure that for loan agreements where PLR s. 23(2)(b) applies, the payday lender did not require a repayment that is more than 50% of the sum of the principal and the cost of borrowing in relation to the loan?	☐	☐	☐
DEBT COLLECTION				
83	Is the payday lender 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?			
84	BPCPA s. 143(1)(a) - If applicable, was the business properly licensed to engage in the designated activity of debt collection?	☐	☐	☐
85	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				

86	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?	☐	☐	☐
87	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?	☐	☐	☐
88	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?	☐	☐	☐
89	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?	☐	☐	☐
90	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?	☐	☐	☐
91	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				
92	BPCPA s. 114(1) - Has the collector ensured they do not communicate in a manner or with a frequency as to constitute harassment?	☐	☐	☐
93	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?	☐	☐	☐
94	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?	☐	☐	☐
95	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?	☐	☐	☐
96	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?	☐	☐	☐
97	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?	☐	☐	☐

98	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?	☐	☐	☐
99	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?	☐	☐	☐
100	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)?	☐	☐	☐
101	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?	☐	☐	☐
102	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.	☐	☐	☐
103	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?	☐	☐	☐
104	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?	☐	☐	☐
105	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				
106	PLR s. 8 - Is the payday lender 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.