



**CONSUMER
PROTECTION BC**



Inspection Guide

Place of interment

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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 Cremation Interment Funeral Services Regulation (CIFSR).

The BPCPA, CIFSA, and CIFSR govern the licensing requirements for the places of interment 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 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 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 and CIFSA 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 Checklist¹ 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 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	PLACES OF INTERNMENT INSPECTION REPORT	Y	N	N/A
GENERAL INFORMATION				
1	Does the operator deal with the public?	☐	☐	☐
2	Where are the operators records stored?	☐	☐	☐
3	Is the operator a municipality, regional district, improvement district or commercial place of business?			
REPORTING CHANGES				
4	CIFSR s. 16(a) - If a corporation, has the operator reported, in writing to the Director, a change in the senior officers of the corporation within 14 days of the change occurring?	☐	☐	☐
5	CIFSR s. 16(b) - If a corporation, has the operator reported, in writing to the Director, a material change in the beneficial ownership of shares of the corporation within 14 days of the change occurring?	☐	☐	☐
PRICE LIST				
6	BPCPA s. 31(2)(a) - If the operator deals with consumers (the public) directly, has the operator displayed the price list in a place on the business premises that is accessible to members of the public?	☐	☐	☐
7	BPCPA s. 31(2)(b) - If the operator deals with consumers (the public) directly, can the operator give a copy of its price list on request?	☐	☐	☐
8	BPCPA s. 31(1) - If the operator deals with consumers (the public) directly, does the operators price list contain all required information, including the price list's effective date and the name and address of the operator [subsections (a) - (f)]?	☐	☐	☐
9	CIFSR 12(2) - Did the operator declare ownership by a public company in all its letterheads, advertising and other marketing materials?	☐	☐	☐

MAPS				
10	CIFSA s. 42(3) - Is the operator keeping maps and plans for all subdivisions of lots of cemetery land, mausoleums and columbarium?	☐	☐	☐
BYLAWS				
11	CIFSA s. 39(1)(a)(i) - Does the operator have bylaws respecting the organization, operation and management of the place of interment?	☐	☐	☐
12	CIFSA s. 39(1)(a)(ii) - Does the operator have bylaws respecting the rights, privileges and responsibilities of the operator, persons who visit the place of interment and suppliers in respect of the place of interment?	☐	☐	☐
13	CIFSA s. 39(1)(a)(iii) - Does the operator have bylaws respecting the rights, privileges and responsibilities of interment right holders in respect of the place of interment?	☐	☐	☐
14	CIFSA s. 39(1)(a)(iv) - Does the operator have bylaws respecting the size, class, kind and composition of memorials that are permitted to be installed in the place of interment?	☐	☐	☐
15	CIFSA s. 39(6) - When requested, has the operator made the bylaws respecting the place of interment available at the operator's business premises?	☐	☐	☐
CARE FUND				
16	Has the Director ordered the operator to establish a care fund in respect of the place of interment on terms and conditions specified by the Director?	☐	☐	☐
17	CIFSA s. 36(a) - If the Director has not ordered the operator to establish a care fund in respect of the place of interment, is the operator providing a reasonable level of care and maintenance of the place of interment at the operator's own expense?	☐	☐	☐
18	CIFSA s. 28(3) & CIFSR s. 20(2) - For each right of interment sold, is the operator depositing to the care fund 25%, or the applicable amount under CIFSR Schedule 1, of the selling price of the right of interment?	☐	☐	☐
19	CIFSA s. 28(3) & CIFSR s. 20(2) - For each right of interment sold, is the operator depositing to the care fund 25%, or the applicable amount under CIFSR Schedule 1, of the selling price of the right of interment?	☐	☐	☐
20	CIFSA s. 28(3) & CIFSR s. 20(5) - For each memorial installed at the place of interment, is the operator depositing at least \$10 to the care fund?	☐	☐	☐
21	CIFSA s. 30(2) - Is the operator maintaining records related to the maintenance of the care fund in a manner that is satisfactory to the Director?	☐	☐	☐
22	Who provides maintenance services at the place of interment?			
Private Operators				
23	CIFSA s. 28(4) - Is the operator ensuring that all funds the operator is required to place in the care fund are kept separate and apart?	☐	☐	☐
24	CIFSA s. 28(5) - Has the operator (a) established the care fund as a trust account with a savings institution in British Columbia, and (b) is administering	☐	☐	☐

	the care fund under the prescribed terms [CIFSR s. 21(2)] of a written trust agreement with that savings institution?			
25	CIFSR s. 21(1) - Has the operator, within 30 days of the date the operator received an amount to be deposited to the care fund, paid that amount to the savings institution with instructions the funds are to be placed into the care fund?	☐	☐	☐
26	CIFSA s. 32(2) - Is the operator only using interest and dividend income earned by the care fund for the purpose of paying the operator's liabilities arising out of care and maintenance services provided by any person for the place of interment?	☐	☐	☐
Local Government Operators				
27	CIFSA s. 29(2) & CIFSR s. 22(1)(a) - Is the operators care fund accounted for as a trust fund?	☐	☐	☐
28	CIFSA s. 29(2) & CIFSR s. 22(4)(a) - Is the operator ensuring that money required to be deposited to the care fund, that is not deposited directly to the care fund, is deposited into a separate account with a savings institution, (i.e.: an interim account)?	☐	☐	☐
29	CIFSA s. 29(2) & CIFSR s. 22(4)(b) - Is the operator ensuring that the money held in the interim account is deposited to the care fund on or immediately prior to each December 31?	☐	☐	☐
30	CIFSA s. 29(2) & CIFSR s. 22(5) - Is the operator only using the interest and dividend income earned by the care fund for the purpose of paying the liabilities of the local government arising out of care and maintenance services provided by any person for the place of interment?	☐	☐	☐
DISCLOSURE REQUIREMENTS				
31	BPCPA s. 18.3(1) - Is the supplier disclosing to the consumer the required information prior to a contract being entered into?	☐	☐	☐
32	BPCPA s. 18.3(2) - Is the disclosure of information being provided without charge to the consumer and without conditions?	☐	☐	☐
33	BPCPA s. 18.3(3) - At the time of disclosing the required information, has the supplier (a) provided the consumer with an express opportunity to view the entire contract, and (b) if requested by the consumer, promptly provide a copy of the contract to the consumer?	☐	☐	☐
CONSUMER CONTRACTS				
Preneed Funeral Services Contract (BPCPA s.48 requirements only apply if a Distance Sales Contract has been executed)				
34	CCR s. 10 - Has the supplier submitted a preneed report to the Director for the previous fiscal year, or for the period specified by the Director?	☐	☐	☐
35	BPCPA s. 18.2(a) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include the supplier's name and registered DBA?	☐	☐	☐
36	BPCPA s. 48(2)(b) if applicable - Does each preneed cemetery services contract contain the consumer's name?	☐	☐	☐

37	BPCPA s. 18.2(c) or BPCPA s. 48(2)(c) as applicable - Does each preneed cemetery services contract include the date the contract was entered into?	☐	☐	☐
38	BPCPA s. 18.2(d) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include a detailed description of the goods or services to be supplied under the contract?	☐	☐	☐
39	BPCPA s. 18.2(e) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include the supplier's delivery arrangements, if applicable, including the mode of transportation and the place of delivery to the consumer?	☐	☐	☐
40	BPCPA s. 18.2(f) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services 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?	☐	☐	☐
41	BPCPA s. 18.2(g) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include an itemized purchase price for the goods or services to be supplied?	☐	☐	☐
42	BPCPA s. 18.2(h) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include the nature and amount of other costs payable by the consumer that can reasonably be determined by the supplier, such as taxes?	☐	☐	☐
43	BPCPA s. 18.2(i) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include the nature of other costs payable by the consumer that cannot reasonably be determined by the supplier, such as custom duties?	☐	☐	☐
44	BPCPA s. 18.2(j) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services 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?	☐	☐	☐
45	BPCPA s. 18.2(k) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services 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?	☐	☐	☐
46	BPCPA s. 18.2(l) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include the total price under the contract?	☐	☐	☐
47	BPCPA s. 18.2(o) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services 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?	☐	☐	☐
48	BPCPA s. 18.2(p) or BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include information about any other restrictions, limitations, terms or conditions that apply or may apply to the supply of the goods or services?	☐	☐	☐
49	BPCPA s. 18.2(q) & BPCPA s. 48(2)(a) as applicable - Does each preneed cemetery services contract include information about the supplier's return, exchange, cancellation and refund policies?	☐	☐	☐

50	BPCPA s. 37 - If a contract is a preneed cemetery services contract and an interment right contract, does the contract clearly indicate that the right of interment is governed by BPCPA s. 43 with respect to cancellation or refund?	☐	☐	☐
51	BPCPA s. 36(1)(c) - If the operator charges a storage fee for storing cremated remains, does each preneed cemetery services contract contain (i) the fee charged by the operator, and (ii) a statement that no fee is charged until 60 days after the date of cremation?	☐	☐	☐
52	BPCPA s. 36(1)(d) - Does each preneed cemetery services contract provide a space for the written acknowledgement by the consumer that the consumer has received the information required by BPCPA s. 35 to be disclosed?	☐	☐	☐
53	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?	☐	☐	☐
54	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?	☐	☐	☐
55	BPCPA s. 36(2) - Did the operator give a copy of the preneed cemetery services contract to the consumer within 15 days after the contract is entered into?	☐	☐	☐
Trust Funded Preneed Cemetery Services Contracts				
56	BPCPA s. 36(1)(b)(i) - Does each preneed cemetery services contract contain the portion of the price paid by the consumer that will be refunded if the contract is cancelled?	☐	☐	☐
57	BPCPA s. 36(1)(b)(ii) - Does each preneed cemetery services contract contain the name of the savings institution that is the trustee of the preneed trust account?	☐	☐	☐
58	BPCPA s. 36(1)(b)(iii) - Does each preneed cemetery services contract contain information respecting the administration of the preneed trust account, including information respecting the investment of money in the account?	☐	☐	☐
Preneed Trust Account				
59	List the savings institution that is the current trustee of the preneed trust account.			
60	List the address for that savings institution.			
61	List the account number for the preneed trust account.			
62	List the balance of the preneed trust account for the previous month ending.			
63	If the operator deducts an amount for selling expenses, list the percentage of funds the operator retains for each preneed cemetery services contract.			
64	BPCPA s. 40(3) - Were all monies received under a trust funded preneed cemetery services contract, that were not a deduction for selling expenses,	☐	☐	☐

	deposited into a preneed interim account or a preneed trust account within 5 days of receipt?			
65	BPCPA s. 40(4)(a) - If the operator deposited money into a preneed interim account, did the supplier retain in that account, the money, plus, all interest received in relation to that money during the period in which that money was held in the interim account?	☐	☐	☐
66	BPCPA s. 40(4)(b) - If the operator deposited money into a preneed interim account, did the supplier transfer (i) any of the money and related interest, that is not a deduction for selling expenses, to a preneed trust account within 21 days, and (ii) out of the preneed interim account any of the money that is a deduction for selling expenses?	☐	☐	☐
67	BPCPA s. 40(5) - Does the operator ensure they deduct no more than 20% of the amount of money received under the preneed cemetery services contract for selling expenses?	☐	☐	☐
68	Does the operator retain the selling expense amount (i) prior to depositing the funds into a preneed trust account, or (ii) at the time the services are required or the preneed cemetery services contract is cancelled?	☐	☐	☐
69	BPCPA s. 40(10)(a) - Is the operator giving notice to the consumer within 15 days of the first time that money is deposited or transferred into the preneed trust account?	☐	☐	☐
Interment Right Contracts (BPCPA s.48 requirements only apply if a Distance Sales Contract has been executed)				
70	CIFSA s. 3 & CIFSR s. 27(2) - Has the operator kept (a) an original or a copy of each interment right contract for an interment in the place of interment, and (b) if the operator has notice of a transfer of a right of interment, all relevant information respecting a sale or other transfer of the interment right of an interment rights holder?	☐	☐	☐
71	BPCPA s. 18.2(a) or BPCPA s. 48(2)(a) as applicable - Does each interment right contract include the supplier's name and registered DBA?	☐	☐	☐
72	BPCPA s. 48(2)(b) if applicable - Does each interment right contract contain the consumer's name?	☐	☐	☐
73	BPCPA s. 18.2(c) or BPCPA s. 48(2)(c) as applicable - Does each interment right contract include the date the contract was entered into?	☐	☐	☐
74	BPCPA s. 18.2(d) or BPCPA s. 48(2)(a) as applicable - Does each interment right contract include a detailed description of the goods or services to be supplied under the contract?	☐	☐	☐
75	BPCPA s. 18.2(e) or BPCPA s. 48(2)(a) as applicable - Does each interment right contract include the supplier's delivery arrangements, if applicable, including the mode of transportation and the place of delivery to the consumer?	☐	☐	☐
76	BPCPA s. 18.2(f) or BPCPA s. 48(2)(a) as applicable - Does each interment right 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.	☐	☐	☐
77	BPCPA s. 18.2(g) or BPCPA s. 48(2)(a) as applicable - Does each interment right contract include an itemized purchase price for the goods or services to be supplied?	☐	☐	☐

78	BPCPA s. 18.2(h) or BPCPA s. 48(2)(a) as applicable - Does each interment right contract include the nature and amount of other costs payable by the consumer that can reasonably be determined by the supplier, such as taxes?	☐	☐	☐
79	BPCPA s. 18.2(i) or BPCPA s. 48(2)(a) as applicable - Does each interment right contract include the nature of other costs payable by the consumer that cannot reasonably be determined by the supplier, such as custom duties?	☐	☐	☐
80	BPCPA s. 18.2(j) or BPCPA s. 48(2)(a) as applicable - Does each interment right 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?	☐	☐	☐
81	BPCPA s. 18.2(k) or BPCPA s. 48(2)(a) as applicable - Does each interment right 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?	☐	☐	☐
82	BPCPA s. 18.2(l) or BPCPA s. 48(2)(a) as applicable - Does each interment right contract include the total price under the contract?	☐	☐	☐
83	BPCPA s. 18.2(o) or BPCPA s. 48(2)(a) as applicable - Does each interment right 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?	☐	☐	☐
84	BPCPA s. 18.2(p) or BPCPA s. 48(2)(a) as applicable - Does each interment right contract include information about any other restrictions, limitations, terms or conditions that apply or may apply to the supply of the goods or services?	☐	☐	☐
85	BPCPA s. 18.2(q) & BPCPA s. 48(2)(a) as applicable - Does each interment right contract include information about the supplier's return, exchange, cancellation and refund policies?	☐	☐	☐
86	BPCPA s. 43(1)(b) - Does each interment right contract contain information respecting the consumer's right to a refund, if any, in respect of a right of interment that is not exercised, including (i) the terms or conditions under which the refund will be made, and (ii) the amount of the refund or the percentage of the purchase price that is refundable?	☐	☐	☐
87	BPCPA s. 43(1)(c) - Does each interment right contract contain information, if the contract provides for a consumer exercising a right of interment after the development of a lot, about (i) that the right of interment applies to a lot to be developed for later use, and (ii) the earliest date on which that right of interment may be exercised?	☐	☐	☐
88	BPCPA s. 43(1)(d) - Does each interment right contract contain information respecting the circumstances under the CIFSA in which the supplier may reclaim a right of interment?	☐	☐	☐
89	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?	☐	☐	☐

90	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?	☐	☐	☐
91	BPCPA s. 43(2) - Did the operator give a copy of the interment right contract to the consumer within 15 days after the contract is entered into?	☐	☐	☐
RECORDS RELATED TO INTERMENTS				
92	CIFSA s. 3 & CIFSR s. 27(1)(a) - Does the operator keep a record of each interment that occurs at the place of interment that includes the name of the deceased?	☐	☐	☐
93	CIFSA s. 3 & CIFSR s. 27(1)(b) - Does the operator keep a record of each interment that occurs at the place of interment that includes the date and location of interment?	☐	☐	☐
94	CIFSA s. 3 & CIFSR s. 27(1)(c) - Does the operator keep a record of each interment that occurs at the place of interment that includes the name and mailing address of a person who had a kinship relationship with the deceased?	☐	☐	☐
95	CIFSA s. 3 & CIFSR s. 27(1)(d) - Does the operator keep a record of each interment that occurs at the place of interment that includes (i) a copy of the written authorization required under CIFSA s. 8(1) from the person who had the right to control the disposition of human remains and (ii) the address of the person who gave the authorization?	☐	☐	☐
96	CIFSA s. 3 & CIFSR s. 27(1)(e) - Does the operator keep a record of each interment that occurs at the place of interment that includes a copy of the burial permit for the burial of the human remains, if applicable?	☐	☐	☐
GENERAL REQUIREMENTS				
97	CIFSR s. 11 - Is the operator only carrying on business in British Columbia under its registered name or DBA?	☐	☐	☐
98	CIFSR s. 12(1) - Is the operator clearly stating their business address in all directories, and advertising and marketing materials?	☐	☐	☐
99	CIFSR s. 12(2) - If applicable, is the operator clearly stating in all contracts, business letterhead and advertising and marketing materials of the operator, that it is owned wholly or in part by a public company?	☐	☐	☐
PROHIBITED CHARGES & RESTRICTIONS				
100	BPCPA s. 33 - Has the operator ensured they do not charge any fee or disbursement for using or handling a compliant container to enclose human remains that was provided by someone other than the operator and the funeral provider?	☐	☐	☐
101	BPCPA s. 42 - Has the operator ensured they are not offering a right of interment on a representation or inducement of resale at a profit?	☐	☐	☐
102	CIFSR s. 13 - Has the operator ensured they do not charge for holding or storing cremated remains during the 60-day period following cremation?	☐	☐	☐

DIRECTOR APPROVAL				
103	CIFSA s. 16(2)(b) - Unless human remains are to be disinterred from one lot and interred in another lot in the same cemetery or mausoleum, has the operator ensured they do not exhume or disinter human remains from a cemetery or mausoleum until the Director approves the exhumation or disinterment?	☐	☐	☐
104	CIFSR s. 19(b) - Has the operator obtained approval from the Director for interring human remains and cremated remains in an additional area that was not previously included in plans provided to the Director?	☐	☐	☐
105	CIFSR s. 25(1) - Has the operator obtained approval of the Director prior to selling a right of interment for a lot in a place of interment where the right of interment for the lot has been sold previously?	☐	☐	☐

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