

From: "Krog, MLA, Leonard LASS:EX" <Leonard.Krog.MLA@leg.bc.ca>

Date: 4 January, 2013 1:33:23 PM PST

To: "Miniaci, Mario FIN:EX" <Mario.Miniaci@gov.bc.ca>

Subject: S22 /MLA Krog

Dear Mario,

Thank you for your email of December 7th which I have reviewed with S22

S22 would like to know why his initial application was denied when:

- 1) It was submitted with receipts for the costs of the structural modification for wheelchair access and
- 2) His physician had signed the application to indicate that the modifications were necessary as he is a S22 who requires the regular use of a wheelchair.

S22 said that S22, the clerk who assisted him at Nanaimo City Hall, was dumbfounded when his application was denied so she called the Ministry to question it and was told that the structural modifications were not specific to his handicap, so she noted that on his application form.

With respect to your comment that "Part B of the form was not fully completed...", if the reason S22 S22 initial application was denied was simply due, in fact, to the failure to tick the "Part B b) box next to (ii) I have incurred costs for permanent structural modifications to my principal residence that exceed \$2,000.", then why was this not pointed out until sometime after, and then only as the result of an audit, that this issue was raised with S22 and why, of course, did the request go into the next year, asking a second time for receipts to prove that the expenditures were in fact made?

With respect to your comment that the time spent to correctly establish S22 entitlement was lengthy, it was only lengthy after the audit and the appeal process started. In any event, I would appreciate your comments for S22 benefit, as he is still expecting some form of apology from the Ministry.

Yours very truly,
Leonard Krog, MLA
Nanaimo



Kathy Corrigan, MLA
(Burnaby-Deer Lake)



Province of
British Columbia
Legislative Assembly

Community Office:
Kathy Corrigan, MLA
Burnaby-Deer Lake
150 - 5172 Kingsway
Burnaby, BC V5H 2E8

Legislative Office:
Kathy Corrigan, MLA
(Burnaby-Deer Lake)
Parliament Buildings
Victoria, BC V8V 1X4

February 5, 2013

Honourable Michael de Jong
Minister of Finance and House Leader
PO Box 9048
Stn Prov Govt
Victoria, BC V8W 9E2

MINISTER OF FINANCE

REFERRAL NUMBER: _____

REFER TO: MIN ☐ DM ☐ MA ☐ AC ☐

RECEIVED: FEB - 7 2013

DRAFT REPLY ☐ ☐ ☐ ☐

REMARKS: _____

Dear Minister de Jong:

Please find enclosed documents pertaining to my constituent S22 who is concerned about the status of her Reconstruction Loan Portfolio Mortgage. Her HPO loan matures on S22 and she has been directed to seek financing by the Reconstruction Loan Portfolio Receivables Management Office.

S22 approached ING Direct and Coast Capital and both rejected her application because the building is currently under repair. The Reconstruction Loan Portfolio Office directed her to approach a chartered bank, which she did. CIBC would not give her a mortgage but did agree to a line of credit. CIBC has just informed her that because she has a line of credit they had to pay out the reconstruction loan immediately instead of on its due date of S22. As a result, she will begin paying interest now rather than on S22 as she had anticipated.

Apparently the bank is now looking at a mortgage which they would pay on S22. This would require large payments each month which she cannot afford. She is S22 who has paid in excess of S22 for repairs to her strata building. She faces major upcoming assessments for other significant work on the building including replacement of elevators. This situation is causing her great financial hardship and she is faced with losing her home. She feels that she has no choice except to sell her home however finding a buyer will be difficult given the current state of the building. If the bank converts her line of credit to a mortgage the bank would likely charge a penalty for paying it out early.

The situation is understandably extremely stressful for S22

S22

My office worked with other constituents who were facing a similar situation last year. They were able to provide the Reconstruction Loan Portfolio office with documentation outlining the financial hardship financing repayment of their reconstruction loan would cause them. As a result, they received confirmation that they would not have to repay the reconstruction loan for as long as they remained in their home. This

option has not been provided to S22 . Could you please investigate this situation and provide her with an overview of the options available to her? As well, if she is not eligible for the hardship consideration my other constituents received please provide her with an explanation as to why she would not qualify.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Corrigan".


Kathy Corrigan, MLA
Burnaby-Deer Lake

Enclosures

PC:

S22

KC:cj

 bcegu.

CERTIFICATE OF AUTHORITY TO OBTAIN PERSONAL INFORMATION

To the Ministry of Finance

From: Cate Jones, Constituency Assistant
Kathy Corrigan, MLA Burnaby-Deer Lake

For the purposes of the Freedom of Information and Protection of Privacy Act, I certify that:

1. Kathy Corrigan, MLA ("MLA"), in whose office I am employed as a Constituency Assistant, has been asked by the constituent whose name and address are set out below to assist that constituent in resolving the problem described below;
2. I have explained to the constituent that, in order to assist the constituent, I and the other individuals named below, all of whom are employed in the MLA's office, may need to obtain the constituent's personal information from your ministry;
3. I have explained to the constituent that personal information disclosed to us may be of a sensitive nature; and
4. Personal information you disclose to us is necessary for the purpose of assisting the constituent to resolve the problem described below and will be used only for that purpose.

S22

Identification: Personal Health Number, Social Insurance Number, Driver's License that may be required, depending on the Ministry or Agency involved _____

The problem for which the constituent has requested the MLA's assistance is: The government is demanding repayment of her HPO loan. She _____ S22 _____ and she has a major assessment to pay. Refinancing has proven to be difficult and if she is able to secure it she cannot afford the mortgage payments and will be forced to sell her home.

MLA employees covered by this certification: Cate Jones and Isaac Vallee

Signed this 4th day of February, 2013 in Burnaby, B.C.

S22

Constituency Assistant

Pages 5 through 31 redacted for the following reasons:

S22

Guide to the Homeowner's Reconstruction Loan Program



Homeowner
Protection Office

WHAT IS THE HOMEOWNER'S RECONSTRUCTION LOAN PROGRAM?

The Homeowner's Reconstruction Loan Program provides no-interest loans to owners of leaky condominiums and other homes who are not able to pay for repairs related to premature building envelope failures.

LOAN ELIGIBILITY

Most homeowners are eligible because they:

- own a leaky condominium or other home in the coastal climate zone where the building envelope deteriorated sooner than expected*
- do not have savings or investments that could be used to pay for repairs
 - pension assets, RRSP assets, and the first \$10,000 in liquid assets are exempt
 - for those 60 years of age or older, pension assets, RRIF/RRSP assets, and the first \$250,000 in liquid assets are exempt
- do not have enough equity in their home to qualify for conventional mortgage financing or cannot afford the monthly payment on a conventional loan.

If your mortgage plus special assessment amount is equal to or more than the BC Assessment Authority assessed value of your home, you will likely qualify for a no-interest loan.

If your circumstances are outside the general guidelines and you are unsure if you will qualify, you are encouraged to submit an application. Applications are reviewed on a case by case basis.

* Owners in buildings that have had residential occupancy for 25 years or more are not eligible for the loan program.

APPLYING FOR A RECONSTRUCTION LOAN

The loan application package includes:

- a Loan Application, and
- a Mortgage Confirmation Certificate which must be completed by the homeowner's lender for each mortgage on the home.

If you are facing a foreclosure situation, please indicate this at the top of your application and the Homeowner Protection Office (HPO) will process it on a priority basis. Complete all the forms and mail them to the HPO.

You should also include:

- a copy of the special assessment from your strata corporation
- current pay slips and income tax returns
- your property tax statement, and
- your most recent BC Assessment Authority notice.

The HPO will also need a completed HPO Repair Certificate, a complete copy of the strata minutes passing the special assessment, a copy of the signed repair contract and, if the repair is subject to the licensing and home warranty insurance requirements of the *Homeowner Protection Act* regulations, a completed HPO Building Envelope Renovation Schedule. Usually the property manager or strata council is able to provide one copy of these documents that the HPO is able to use for the entire building.

WHAT HAPPENS NEXT?

The Homeowner Protection Office will review your application and contact you by phone within two weeks of receiving your application to discuss your eligibility. If you qualify for assistance, the HPO will mail you further instructions.

REQUIREMENTS FOR LICENSING OF BUILDING ENVELOPE RENOVATORS AND WARRANTY INSURANCE

Depending on the repair option selected, the repair might be subject to the consumer protection provisions of the *Homeowner Protection Act* regulations. If the repair is subject to the regulations, the repair must be performed by a licensed building envelope renovator who must arrange for third-party home warranty insurance on the repair.

The *Homeowner Protection Act* regulations set out minimum coverage and standards for home warranty insurance. The minimum coverage on repairs subject to the regulations includes 2 years on labour and materials and 5 years on the building envelope including water penetration.

(See the HPO's "Highlights -- *Homeowner Protection Act* Regulations for Licensing and Mandatory Third-party Home Warranty Insurance for Building Envelope Renovations in British Columbia" bulletin for more information.)

PROOF OF BUILDING ENVELOPE RENOVATOR LICENSING AND WARRANTY INSURANCE ON REPAIRS SUBJECT TO THE REGULATIONS

If the repair is subject to the licensing and warranty insurance requirements of the *Homeowner Protection Act* regulations, an HPO Building Envelope Renovation Schedule is used to provide proof that the proposed building envelope renovation will be performed by a licensed building envelope renovator and that home warranty insurance on the building envelope renovation is in place.

The licensed building envelope renovator must give a completed HPO Building Envelope Renovation Schedule to the holder (strata council/owners) and the HPO for applicable building envelope renovations. In this case a building envelope consultant is also required and must be named in the schedule.

More information on the *Homeowner Protection Act* regulations for building envelope renovations is available through the HPO.

Please note: Loan funds will not be released until the HPO has received a copy of the signed repair contract and a copy of the HPO Building Envelope Renovation Schedule, if the repairs are subject to the *Homeowner Protection Act* regulations for building envelope renovations.

FREQUENTLY ASKED QUESTIONS

Can I get a no-interest loan if I do not live in the leaky condo?

Yes. If you moved out of the leaky home in order to rent it to help pay for the repair costs, then you still could be eligible. Also, if you cannot afford to repair the leaky home, then you could be eligible for the no-

interest loan as long as you do not own other property that could be mortgaged to pay for the repairs of the leaky home.

Can I get a no-interest loan if I own three or more real estate properties?

If you own more than two homes, but live in the one that is leaking, you might be eligible for the loan. In most cases you must own no more than two real estate properties (homes) in order to qualify for a no-interest loan. The mandate of the loan program is to ensure no one loses the home where they live because they cannot afford to pay for repairs to premature building envelope failures. The program recognizes that some people moved out of the leaky home to help afford repairs or because they could no longer live in the leaky home.

However, the mandate of the program does not extend to protecting real estate investments. People who make real estate investments take the risk that their investment decisions will be good ones just as people do who buy stocks. Although the losses caused by premature building envelope failures may not be foreseeable to the real estate investor so are the losses often suffered by the stock investor. Furthermore, real estate investors may be able to deduct the cost of repairs when preparing their income taxes. People who pay for repairs to their principal residence do not have this advantage.

The Homeowner's Reconstruction Loan Program mandate is to protect people from losing the home where they live, but this mandate does not include the protection of people's real estate investments. We conclude that homes are real estate investments when the owner owns all or part of three or more real estate properties. Nevertheless, even real estate investors can qualify for no-interest loans for the home in which they live.

If I do not have a mortgage, could I still be eligible for a no-interest loan?

Yes. Eligibility for the no-interest loan is based upon your ability to pay for the repairs to your home. If you have paid off your mortgage, but still have no means to pay for the required repairs, you should apply for the loan. Homeowners who might have savings, but limited or no income should also consider applying. Homeowners are not required to cash in their RRSPs, pension plan assets or their allowable liquid assets. Homeowners with the ability to pay for repairs will be required to do so.

Will I have to sell my car?

No. The liquid asset calculation on the loan application includes money in a bank account, term deposits, GICs, mutual funds, securities, stocks, bonds, etc., not vehicles.

Are there any "hidden" costs to getting the no-interest loan?

There is a legal fee for preparing papers and registering your loan against your property. The amount of the loan will be increased to include these legal costs.

What types of repairs on my home does the no-interest loan cover?

The no-interest loans are available for owners of homes suffering from premature building envelope failures. The loan covers the cost of repairs to the building envelope and the associated costs.

Note: The special assessment amount should represent a budget which includes all expenses associated with the major repair:

- costs of consultants
- construction costs including contingency
- miscellaneous expenses, for example, landscaping, additional property management fees, etc.
- litigation fees, and
- warranty costs.

What is the maximum loan available?

There is no maximum. If you meet the eligibility criteria, you will be able to secure a no-interest loan for the full amount you need to repair the building envelope.

What is the term of the loan?

The term of the loan will be set for a date between three to five years that matches the renewal date of your first mortgage. If the monthly payments have not paid out the loan at the point of renewal and you are eligible to qualify for refinancing through your financial institution, you will be required to combine the loan with the first mortgage on your home. If you do not qualify for such refinancing, then your no-interest loan may be renewed for a subsequent five-year term.

If I purchase a home knowing that it suffers from a premature building envelope failure, could I still be eligible for a no-interest loan?

You will not likely be eligible for the no-interest loan. You should call the Homeowner Protection Office for more information. The program was established to assist homeowners that have been faced with significant deterioration in property values and are facing financial hardship such that they may be faced with the possible loss of their primary residence as a result of premature building envelope failure. These homeowners have been victimized by building envelope problems of which they had no knowledge when they bought their homes.

Do I need to put up any security?

A mortgage will be registered against the title of your home as security. This mortgage will rank in priority after all existing mortgages on your home.

Will I have to pay tax on the no-interest loan?

No. The Homeowner Protection Office has confirmed with the Canada Revenue Agency that homeowners will not have to pay additional taxes as a result of receiving a Homeowner's Reconstruction Loan to repair their home.

How will I know if I am getting a licensed building envelope renovator and 2-5 year home warranty insurance on the repair?

Not all repairs are subject to the consumer protection provisions of the *Homeowner Protection Act* regulations which require that a licensed building envelope renovator perform the repair with the involvement of a building envelope consultant and that 2-5 year home warranty insurance is arranged on the repair. (See the HPO's "Highlights - Homeowner Protection Act Regulations for Licensing and Mandatory Third-Party Warranty Insurance for Building Envelope Renovations in British Columbia" bulletin for details.)

Owners can always require a licensed building envelope renovator to perform the repair and arrange for home warranty insurance on a voluntary basis, even if the repair is not subject to the regulations.

Make sure you ask if your repair contractor is licensed by the HPO as a building envelope renovator and if warranty insurance will be provided on the repair. Get it in writing!

Is there a list of licensed Building Envelope Renovators available to the public?

A list of licensed Building Envelope Renovators is available on the HPO website or by calling the HPO.

NO-INTEREST LOANS APPEAL PROCESS

If you receive notification in writing that your application for the Homeowner's Reconstruction Loan is found to be ineligible, there is an appeal process you may follow. To start the appeals process you need to send a letter to the attention of the Appeals Officer at the Homeowner Protection Office explaining your situation and the reasons why you are appealing the original decision.

Please note the Appeals Officer is independent from the original decision makers on your application. The Appeals Officer will review your application for the no-interest loan, including an in-depth look at any additional information you provide.

After the Appeals Officer gathers all necessary documentation they will make a presentation to the Appeals Committee. This committee is made up of senior HPO staff members who are separate from the Loans Department. It is the Appeals Committee who makes a final decision on your Homeowner's Reconstruction Loan application appeal.

ON-SITE STRATA MEETINGS

The HPO offers on-site meetings with strata owners to provide information about the Homeowner's Reconstruction Loan Program, the PST Relief Grant and the licensing and third-party warranty requirements under the *Homeowner Protection Act* for building envelope renovations. Usually held in the evenings to accommodate the schedules of strata members, these meetings provide personalized service to homeowners in need of assistance.

PST RELIEF GRANT

The HPO also administers the PST Relief Grant for repairs completed on or after July 28, 1998, the date the *Homeowner Protection Act* was passed. Unlike the Homeowner's Reconstruction Loan Program, strata councils and co-operative housing boards must apply for the grant as a group, not as individual homeowners. Owners of single-family homes are also eligible. Call the HPO for more information.

OTHER AVAILABLE RESOURCES AT THE HPO

- *Managing Major Repairs: A Condominium Owners Manual*
- *Options for Resolving Residential Construction Disputes*

Information bulletins:

- Four-Step Approach to Managing a Major Repair
- Selecting a Building Envelope Consultant
- Selecting a Licensed Building Envelope Renovator
- Selecting a Lawyer
- Financing the Building Envelope Repair
- What is a Building Envelope
- Building Envelope Renovation Costs and Timelines
- Tendering the Building Envelope Renovation
- Strata Property Act: Responsibilities of Strata Councils
- Highlights - *Homeowner Protection Act* Regulations for Licensing and Mandatory Third-Party Warranty Insurance for Building Envelope Renovations in British Columbia

FOR MORE INFORMATION CONTACT

Homeowner Protection Office

telephone: 604 646 7055 email: hpo@hpo.bc.ca
toll-free: 1 800 407 7757 website: www.hpo.bc.ca
fax: 604 646 7051

Pages 36 through 37 redacted for the following reasons:

S22

PREScribed STANDARD MORTGAGE TERMS

These mortgage terms are considered to be included in and form a part of every mortgage which incorporates prescribed standard mortgage terms, either by an election in the mortgage form or by operation of law.

INTERPRETATION

1. (1) In these mortgage terms,

"borrower" means the person or persons named in the mortgage form as a borrower;

"borrower mailing address" means the postal address of the borrower set out in the mortgage form or the most recent postal address provided in a written notice given by the borrower to the lender under these mortgage terms;

"borrower's promises and agreements" means any one or more of the borrower's obligations, promises and agreements contained in this mortgage;

"court" means a court or judge having jurisdiction in any matter arising out of this mortgage;

"covenantor" means a person who signs the mortgage form as a covenantor;

"default" includes each of the events of default listed in section 7(1);

"interest" means interest at the interest rate shown on the mortgage form;

"interest adjustment date" means the interest adjustment date shown on the mortgage form;

"interest calculation period" means the period or periods for the calculation of interest shown on the mortgage form;

"interest rate" means the interest rate shown on the mortgage form;

"land" means all the borrower's present and future interest in the land described in the mortgage form including every incidental right, benefit or privilege attaching to that land or running with it and all buildings and improvements that are now or later constructed on or made to that land;

"lease" means the leasehold interest, if any, of the borrower referred to in the mortgage form;

"lender" means the person or persons named in the mortgage form as a lender and includes any person to whom the lender transfers this mortgage;

"lender mailing address" means the postal address shown on the mortgage form or the most recent postal address provided in a written notice given by the lender to the borrower under these mortgage terms;

"loan payment" means the amount of each periodic payment shown on the mortgage form;

"maturity date" means the balance due date shown on the mortgage form and is the date on which all unpaid mortgage money becomes due and payable, or such earlier date on which the lender can lawfully require payment of the mortgage money;

"mortgage form" means the Form B under the Land Title (Transfer Forms) Regulation and all schedules and addenda to Form B;

"payment date" means each payment date commencing on the first payment date shown on the mortgage form;

"place of payment" means the place of payment shown on the mortgage form or any other place specified in a written notice given by the lender to the borrower under these mortgage terms;

"principal amount" means the amount of money shown as the principal amount on the mortgage form as reduced by payments made by the borrower from time to time, or increase by the advance or readvance of money to the borrower by the lender from time to time, and includes all money that is later added to the principal amount under these mortgage terms;

"receiver" means a receiver or receiver manager appointed by the lender under this mortgage;

"taxes" means all taxes, rates and assessments of every kind which are payable by any person in connection with this mortgage, the land or its use and occupation, or arising out of any transaction between the borrower and the lender, but it does not include the lender's income tax;

"this mortgage" means the combination of the mortgage form and these mortgage terms.

(2) In this mortgage the singular includes the plural and vice versa.

WHAT THIS MORTGAGE DOES

2. (1) In return for the lender agreeing to lend the principal amount to the borrower, the borrower grants and mortgages the land to the lender as security for repayment of the mortgage money and for performance of all the borrower's promises and agreements.
- (2) If the interest mortgaged is described in the mortgage form as a leasehold interest, the grant in subsection (1) shall be construed as a charge of the unexpired term of the lease less the last month of that term.
- (3) This means that
 - (a) this mortgage shall be a charge on the land, and
 - (b) the borrower releases to the lender all the borrower's claim to the land until the borrower has paid the mortgage money to the lender, in accordance with these mortgage terms, and has performed all of the borrower's promises and agreements.
- (4) The borrower may continue to remain in possession of the land as long as the borrower performs all of the borrower's promises and agreements.
- (5) When the borrower has paid the mortgage money and performed all the borrower's promises and agreements under this mortgage and the lender has no obligation to make any further advances or readvances, the lender will no longer be entitled to enforce any rights under this mortgage and the borrower will be entitled, at the borrower's cost, to receive a discharge of this mortgage. The discharge must be signed by the lender and must be registered by the borrower in the land title office to cancel the registration of this mortgage against the land.

INTEREST

3. (1) Interest is chargeable on the mortgage money and is payable by the borrower.
- (2) Interest is not payable in advance. This means that interest must be earned before it is payable.
- (3) Interest on advances or readvances of the principal amount starts on the date and on the amount of each advance or readvance and accrues on the principal amount until the borrower had paid all the mortgage money.
- (4) Interest payable on any part of the principal amount advanced before the interest adjustment date is due and payable to the lender on the interest adjustment date.
- (5) At the end of each interest calculation period, unpaid accrued interest will be added to the principal amount and bear interest. This is known as compound interest.

PAYMENT OF THE MORTGAGE MONEY

4. The borrower promises to pay the mortgage money to the lender at the place of payment in accordance with the payment provisions set out in the mortgage form and these mortgage terms.

PROMISES OF THE BORROWER

5. (1) The borrower promises
 - (a) to pay all taxes when they are due and to send the lender at the place of payment, or at any other place the lender requires, all notices of taxes which the borrower receives,
 - (b) if the lender requires the borrower to do so, to pay to the lender
 - (i) on each payment date the amount of money estimated by the lender to be sufficient to permit the lender to pay the taxes when they are due, and
 - (ii) any money in addition to the money already paid towards taxes so that the lender will be able to pay the taxes in full,
 - (c) to apply for all government grants, assistance and rebates in respect of taxes.
 - (d) to comply with all terms and conditions of any charge or encumbrance that ranks ahead of this mortgage.
 - (e) to keep all buildings and improvements which form part of the land in good condition and to repair them as the lender reasonably requires,
 - (f) to sign any other document that the lender reasonably requires to ensure that payment of the mortgage money is secured by the mortgage or any other document the borrower has agreed to give as security;
 - (g) not to do anything that has the effect of reducing the value of the land,
 - (h) not to tear down any building or part of a building which forms part of the land,

- (i) has not given any other charge or encumbrance against the land and
 - (ii) has not knowledge of any other claim against the land.
- (3) The Insurance policy or policies required by subsection (1) (k) shall contain a mortgage clause approved by the lender that states that payment of any loss shall be made to the lender at the place of payment or any other place the lender requires, and if this mortgage is not a first mortgage, the amount of any payment made by the insurance company shall be paid to the borrower's lenders in the order of their priorities.
- (4) The borrower gives up any statutory right to require the insurance proceeds to be applied in any particular manner.

AGREEMENTS BETWEEN THE BORROWER AND THE LENDER

- 6.
 - (1) The lender will use the money paid to the lender under section 5(1)(b) to pay taxes unless there is a default in which case the lender may apply the money in payment of the mortgage money.
 - (2) By this mortgage the borrower grants and mortgages any additional or greater interest in the land that the borrower may later acquire.
 - (3) Any money paid to the lender under this mortgage shall;
 - (a) prior to a default, be applied first in payment of interest, secondly in payment of the principal amount and thirdly in payment of all other money owed by the borrower under this mortgage, and
 - (b) after a default, be applied in any manner the lender chooses.
 - (4) The lender may at any reasonable time inspect the land and any buildings and improvements which form part of it.
 - (5) If the lender takes possession of the land the lender shall not be responsible for maintaining and preserving the land and need only account to the borrower for any money which the lender actually receives in connection with this mortgage or the land.
 - (6) The lender may spend money to perform any of the borrower's promises and agreements which the borrower has not performed any money so spent shall be added to the principal amount, bear interest from the date that the money was so spent, and be immediately due and payable to the lender.
 - (7) If the borrower wants to give any notice to the lender, the borrower must do so by having it delivered to the lender personally or by sending it by registered or certified mail to the lender mailing address or to any other address later specified in writing by the lender to the borrower.
 - (8) If the lender wants to give any notice to the borrower, the lender must do so by having it delivered to the borrower personally or by sending it by registered or certified mail to the borrower mailing address or to any other address later specified in writing by the borrower to the lender.
 - (9) Any notice sent by mail is considered to have been received 5 days after it is mailed.
 - (10) Any notice to be given by the borrower to the lender or vice versa during a mail strike or disruption must be delivered rather than sent by mail.
 - (11) The borrower is not released from the borrower's promises and agreements only because the borrower sells the land.

- (i) not to make any alterations or improvement to any building which forms part of the land without the written consent of the lender;
 - (j) if the borrower has rented the land to a tenant, to keep, if required by the lender, records of all rents received and of all expenses paid by the borrower in connection with the land and, at least annually, have a statement of revenue and expenses for the land prepared by a professional accountant if the lender requires and to give a copy of the statement to the lender if the lender requires the borrower to do so,
 - (k) to insure and keep insured against the risk of fire and other risks and losses that the lender asks the borrower to insure against, with an insurance company licensed to do business in British Columbia, all buildings and improvements on the land to their full insurable value on a replacement cost basis and to pay all insurance premiums when due,
 - (l) to send a copy of each insurance policy and renewal certificate to the lender at the place of payment,
 - (m) to pay all of the lender's costs, including legal fees on a solicitor and client basis, to
 - (i) prepare and register this mortgage, including all necessary steps to advance and secure the mortgage money and to report to the lender,
 - (ii) collection of the mortgage money,
 - (iii) enforce the terms of this mortgage, including efforts to compel the borrower to perform the borrower's promises and agreements,
 - (iv) do anything which the borrower has promised to do but has not done, and
 - (v) prepare and give the borrower a discharge of this mortgage when the borrower has paid all money due under this mortgage and the borrower wants it to be discharged,
 - (n) if the lender requires the borrower to do so, to
 - (i) give the lender each year post-dated cheques for all loan payments due for that year and for taxes, and
 - (ii) arrange for all loan payments to be made by pre-authorized chequing,
 - (o) to pay any money which, if not paid, would result in a default under any charge or encumbrance having priority over this mortgage or which might result in the sale of the land if not paid, and
 - (p) to pay and cause to be discharged any charges or encumbrances described in subsection (2) (b) which are not prior encumbrances permitted by the lender under this mortgage.
- (2) The borrower declares that
- (a) the borrower owns the land and has the right to mortgage;
 - (b) the borrower's title to the land is subject only to;
 - (i) those charges and encumbrances that are registered in the land title office at the time the borrower signed the mortgage form; and
 - (ii) any unregistered charges and encumbrances that the lender has agreed to in writing; and
 - (c) subject to paragraph (b) the borrower

- (12) If the borrower has mortgaged anything else to the lender better to secure payment of this mortgage money, the lender may take all lawful proceedings under any of the mortgages in any order that the lender chooses.
- (13) The lender does not have to advance or readvance the principal amount of the rest or any further part of the principal amount to the borrower unless the lender wants to even though
 - (a) the borrower has signed the mortgage;
 - (b) this mortgage is registered in the land title office, and
 - (c) the lender has advanced to the borrower part of the principal amount.
- (14) The lender may deduct from any advances of the principal amount
 - (a) any taxes that are due,
 - (b) any interest that is due and payable to the date of the advance,
 - (c) the legal fees and disbursements to prepare and register this mortgage including other necessary steps to advance and secure the mortgage money and to report to the lender, and
 - (d) any insurance premium.
- (15) The lender's right of consolidation applies to this mortgage and to any other mortgages given by the borrower to the lender. This means that if the borrower has mortgaged other property to the lender the borrower will not have the right, after default, to pay off this mortgage or any mortgage of other property unless the borrower pays the lender all money owed by the borrower under this mortgage and all of the mortgages of other property.

DEFAULTS

- 7. (1) A default occurs under this mortgage if
 - (a) the borrower breaks any of the borrower's promises and agreements,
 - (b) the borrower breaks any promise or agreement which the borrower has made to the lender in a mortgage of any other land or other property or in any other agreement the borrower has made with the lender even though the borrower may not have broken any of the borrower's promises and agreements,
 - (c) the borrower becomes bankrupt,
 - (d) the land is abandoned or is left unoccupied for 30 or more consecutive days,
 - (e) the land or any part of it is expropriated,
 - (f) the borrower sells or agrees to sell all or any part of the land or if the borrower leases it or any part of it without prior written consent of the lender,
 - (g) the borrower gives another mortgage of the land to someone other than the lender without the prior written consent of the lender,

- (h) the borrower does not discharge any judgment registered in the land title office against the land within 30 days after receiving notice of its registration, or
- (i) the borrower allows any claim of builder's lien to remain undischarged on title to the land for more than 30 days unless the borrower
 - (i) diligently disputes the validity of the claim by taking all necessary legal steps to do so;
 - (ii) given reasonable security to the lender to pay the claim in full if it is found to be valid, and
 - (iii) authorizes the lender to use the security to pay the lien in full.
- (2) If a default occurs under this mortgage, it will have the same effect as though a default had occurred under any other mortgage or agreement between the borrower and the lender.

CONSEQUENCES OF A DEFAULT

- 8. (1) If a default occurs, all the mortgage money then owing to the lender will, if the lender chooses, at once become due and payable.
- (2) If a default occurs the lender may, in any order that the lender chooses, do any one or more of the following:
 - (a) demand payment of all the mortgage money;
 - (b) sue the borrower for the amount of money due;
 - (c) take proceedings and any other legal steps to compel the borrower to keep the borrower's promises and agreements;
 - (d) enter upon and take possession of the land;
 - (e) sell the land and other property by public auction or private sale, or lease the land on terms decided by the lender
 - (i) on 30 days notice to the borrower if the default has continued for 30 days, or
 - (ii) without notice to the borrower if the default has continued 60 days or more;
 - (f) apply to the court for an order that the land be sold on the terms approved by the court
 - (g) apply to the court to foreclose the borrower's interest in the land so that when the court makes its final order of foreclosure the borrower's interest in the land will be absolutely vested in and belong to the lender;
 - (h) appoint a receiver of the land;
 - (i) enter upon and take possession of the land without the permission of anyone and make any arrangements the lender considers necessary to
 - (i) inspect, lease, collect rents or manage the land,
 - (ii) complete the construction of any building on the land, and
 - (iii) repair any building on the land;
 - (j) take whatever action is necessary to take, recover and keep possession of the land.

- (3) Nothing in subsection (2) affects the jurisdiction of the court.
- (4) If the lender sells the land by public auction or by private sale the lender will use the amount received from the sale to pay
 - (a) any real estate agent's commission,
 - (b) all adjustments usually made on the sale of land,
 - (c) all of the lender's expenses and costs described in subsection (6), and
 - (d) the mortgage money and will pay any surplus
 - (e) according to an order of the court if the land is sold by an order of the court, or
 - (f) to the borrower if the land is sold other than by an order of the court.
- (5) If the money available to pay the mortgage after payment of the commission, adjustments and expenses referred to in subsection (4)(a) to (c) is not sufficient to pay all the mortgage money, the borrower will pay to the lender on demand the amount of the deficiency.
- (6) The borrower will pay to the lender on demand all expenses and costs incurred by the lender in enforcing this mortgage. These expenses and costs include the lender's cost of taking and keeping possession of the land, the cost of the time and services of the lender or the lender's employees for so doing, the lender's legal fees and disbursements on a solicitor and client basis, unless the court allows legal fees and disbursements be paid on a different basis, and all other costs and expenses incurred by the lender to protect the lender's interest under this mortgage. These expenses and costs will be added to the principal amount, be payable on demand and bear interest until they are fully paid.
- (7) If the lender obtains judgment against the borrower as a result of a default, the remedies described in subsection (2) may continue to be used by the lender to compel the borrower to perform the borrower's promises and agreements. The lender will continue to be entitled to receive interest on the mortgage money until the judgment is paid in full.
- (8) If the lender does not exercise any of the lender's rights on the happening of a default or does not ask the borrower to cure it, the lender is not prevented from later compelling the borrower to cure that default or exercising any of those rights in connection with that default or any later default of the same or any other kind.

CONSTRUCTION OF BUILDINGS OR IMPROVEMENTS

- 9. (1) The borrower will not construct, alter or add to any buildings or improvements on the land without the prior written consent of the lender, and then only in accordance with accepted construction standards, building codes and municipal and government requirements and plans and specifications approved by the lender.
- (2) If this mortgage is intended to finance any construction, alteration or addition, the lender may make advances of the principal amount to the borrower based on the progress on construction. The lender will decide whether or not any advances will be made, the amount of the advances, and when they will be made.

LEASEHOLD MORTGAGE

- 10. (1) This section applies if the interest mortgaged shown in the mortgage form is or includes a leasehold interest.
- (2) The borrower represents to the lender that

- (a) the lease is owned by the borrowers subject only to those charges and encumbrances that are registered in the land title office at the time the borrower signs the mortgage form,
- (b) the lease is in good standing,
- (c) the borrower has complied with all the borrower's promises and agreements contained in the lease,
- (d) the borrower has paid all rent that is due and payable under the lease,
- (e) the lease is not in default, and
- (f) the borrower has the right to mortgage the lease to the lender,

(3) The borrower will

- (a) comply with the lease and not do anything that would cause the lease to be terminated
- (b) immediately give to the lender a copy of any notice or request received from the landlord,
- (c) immediately notify the lender if the landlord advises the borrower of the landlord's intention to terminate the lease before the term expires, and
- (d) sign any other document the lender requires to ensure that any greater interest in the land that is acquired by the borrower is charged by this mortgage.

(4) Any default under the lease is a default under this mortgage.

(5) The borrower promises the lender that the borrower will not, without first obtaining the written consent of the lender,

- (a) surrender or terminate the lease, or
- (b) agree to change the terms of the lease.

(6) The lender may perform any promise or agreement of the borrower under the lease.

(7) Nothing done by the lender under this section will make the lender a mortgagee in possession.

11. (1) The borrower appoints both the lender and any agent of the lender as the borrower's attorney to appoint a receiver of the land.

(2) The lender or the lender's agent may, if any default happens, appoint a receiver of the land and the receiver

- (a) will be the borrower's agent and the borrower will be solely responsible for the receiver's acts or omissions,
- (b) has power, either in the borrower's name or in the name of the lender, to demand, recover and receive income from the land and start and carry on any action or court proceeding to collect that income,
- (c) may give receipts for income which the receiver receives,
- (d) may carry on any business which the borrower conducted on the land,
- (e) may lease or sublease the land or any part of it on terms and conditions that the receiver chooses,
- (f) may complete the construction of or repaid any building or improvement on the land,
- (g) may take possession of all or part of the land,
- (h) may manage the land and maintain it in good condition,
- (i) has the power to perform, in whole or in part, the borrower's promises and agreements, and
- (j) has the power to do anything that, in the receiver's opinion, will maintain and preserve the land or will increase or preserve the value or income potential of the land or the borrower's business on the land.

(3) From income received the receiver may do any of the following in any order the receiver chooses:

- (a) retain a commission of 5% of the gross income or any higher commission approved by the court;
 - (b) retain enough money to pay or recover the cost to collect the income and to cover other disbursements;
 - (c) pay all taxes and the cost of maintaining the land in good repair, completing the construction of any building or improvement on the land, supplying goods, utilities and services to the land and taking any steps to preserve the land from damage by weather, vandalism or any other cause;
 - (d) pay any money that might, if not paid, result in a default under any charge or encumbrance having priority over this mortgage or that might result in the sale of the land if not paid;
 - (e) pay taxes in connection with anything the receiver is entitled to do under this mortgage;
 - (f) pay interest to the lender that is due and payable;
 - (g) pay all or part of the principal amount to the lender whether or not it is due and payable;
 - (h) pay any other money owed by the borrower under this mortgage;
 - (i) pay insurance premiums;
- (4) The receiver may borrow money for the purpose of doing anything the receiver is authorized to do.
 - (5) Any money borrowed by the receiver, and any interest charged on that money and all costs of borrowing, will be added to and be part of the mortgage money.
 - (6) A receiver appointed by the lender may be removed by the lender and the lender may appoint another in the receiver's place.
 - (7) The commission and disbursements of the receiver will be a charge on the land and will bear interest at the interest rate.
 - (8) Nothing done by the receiver under this section will make the lender a mortgagee in possession.

STRATA LOT PROVISIONS

- 12. (1) This section applies if the land described in the mortgage form is or becomes a strata lot created under the Condominium Act.
- (2) The borrower will fulfil all of the borrower's obligations as a strata lot owner under the Condominium Act and the bylaws, rules and regulations of the strata corporation and will pay all money owed by the borrower to the strata corporation.
- (3) The borrower gives to the lender the right to vote for the borrower under the bylaws of the strata corporation, but the lender is not required to do so or to attend or vote at any meeting or to protect the borrower's interest.
- (4) At the request of the lender, the borrower will give the lender copies of all notices, financial statements and other documents given by the strata corporation to the borrower.
- (5) The borrower appoints the lender to be the borrower's agent to inspect or obtain copies of any records or other documents of the strata corporation that the borrower is entitled to inspect or obtain.
- (6) If the strata corporation transfers, charges or adds to the common property, or amends its bylaws without the consent of the lender, and if, in the lender's opinion, the value of the land is reduced, the mortgage money shall, at the lender's option, immediately become due and payable to the lender on demand.
- (7) Nothing done by the lender under this section will make the lender a mortgagee in possession.

SUBDIVISION

13. (1) If the land is subdivided
- (a) this mortgage will charge each subdivided lot as security for payment of all the mortgage money, and
 - (b) the lender is not required to discharge this mortgage as a charge on any of the subdivided lots unless all the mortgage money is paid.
- (2) Even though the lender is not required to discharge any subdivided lot from this mortgage, the lender may agree to do so in return for payment of all or a part of the mortgage money. If the lender discharges a subdivided lot, this mortgage will continue to charge the subdivided lot or lots that have not been discharged.

CURRENT AND RUNNING ACCOUNT

14. If the mortgage form states that this mortgage secures a current or running account, the lender may, on one or more occasions, advance and readvance all or part of the principal amount and this mortgage
- (a) will be security for payment of the principal amount as advanced and readvanced and for all other money payable to the lender under this mortgage,
 - (b) will not be considered to have been redeemed only because
 - (i) the advances and readvances made to the borrower have been repaid, or
 - (ii) the accounts of the borrower with the lender cease to be in debt, and
 - (c) remains effective security for further advances and readvances until the borrower had received a discharge of this mortgage.

COVENANTOR'S PROMISES AND AGREEMENTS

15. (1) As the lender would not have agreed to lend the principal amount to the borrower without the promises of the covenantor and in consideration of the lender advancing all or part of the principal amount to the borrower at the request of the covenantor, the covenantor promises
- (a) to pay all the mortgage money when due, and
 - (b) to keep and perform all the borrower's promises and agreements.
- (2) The covenantor agrees that, with or without notice, the following shall in no way affect any of the promises of the covenantor or the liability of the covenantor to the lender:
- (a) a discharge of the land or any part of the land from this mortgage;
 - (b) any disregard or waiver of a default;
 - (c) the giving of extra time to the borrower to
 - (i) do something that the borrower has agreed to do, or
 - (ii) cure a default;
 - (d) any other dealing between the borrower and the lender that concerns this mortgage or the land.
- (3) All the covenantor's promises shall be binding on the covenantor until all the mortgage money is fully

paid to the lender.

- (4) The covenantor is a primary debtor to the same extent as if the covenantor had signed this mortgage as a borrower and is not merely a guarantor or surety, and the covenantor's promises and agreements are joint and several with the borrower's promises and agreements. This means that the covenantor and the borrower are both liable to perform all the borrower's promises and agreements.
- (5) If more than one person signs the mortgage form as covenantor, the promises are both joint and several.

GENERAL

- 16. (1) This mortgage binds the borrower and the covenantor and their successors, executors, administrators and assigns.
- (2) Each person who signs this mortgage as a borrower is jointly and severally liable for all the borrower's promises and agreements as though each such borrower had been the only borrower to sign.
- (3) If any part of this mortgage is not enforceable all other parts will remain in effect and be enforceable against the borrower and any covenantor.

END OF SET



The Best Place on Earth

March 24, 2010

S22

Re: Reconstruction Loan Portfolio, HPO Loan Number: S22

Effective April 1, 2010, the responsibility for the ongoing management of the Reconstruction Loan Portfolio will be transferred to the Ministry of Finance (MOF). This change in responsibility will not affect the existing terms of your loan and your payments will remain the same until the end of the term.

The Receivables Management Office of the MOF will be responsible for the administration and collection of reconstruction program loans and evaluating loans prior to the renewal date for consideration to renew.

Your pre-authorized debit payment for your loan will continue to be withdrawn from your financial institution on the 15th day of each month, and will be deposited to the MOF.

If you have any questions regarding your loan or possible loan renewal, you may contact us after April 1, 2010, toll free at 1 877 405-4911, by fax at 250 356-1090 or by e-mail at rlp@gov.bc.ca. You may also contact us by mail at:

Reconstruction Loan Portfolio
Receivables Management Office
Ministry of Finance
PO Box 9630 Stn Prov Govt
Victoria BC V8W 9P1

Yours truly,

Louise Hanaka, Manager
Non-Tax Operations
Telephone: 1 877 405-4911



December 30, 2010

S22

Re: Homeowner's Reconstruction Loan S22

S22

If you have any questions, please do not hesitate to contact me toll free at
1-877-405-4911 Option 2.

Sincerely,

Leanne Werbowski
Loans Analyst
Reconstruction Loan Portfolio

From: Miniaci, Mario FIN:EX
Sent: Wednesday, February 20, 2013 10:32 AM
To: FIN OFFICE FIN:EX
Subject: FW: MLA Black - Consituent issue

Can we please get some rush bullets for response. Thanks!

Mario

Dear Penelope,

We have been asked by S22 a constituent, to seek reliable information about the payment schedule for rural property taxes. He says that he was told last summer that he had three years in which to pay but has recently received a notice from the Receivables Management Office.

I have scanned and attach his Certificate of Authority and a copy of the letter dated 20 January that he received.

Please advise.

Thanking you for your assistance,

Stuart Alcock

Constituency Assistant
Dawn Black, MLA
New Westminster
737 Sixth Street
New Westminster, BC V3L 3C6
T: 604-775-2101 F: 604-775-2121

CERTIFICATE OF AUTHORITY TO OBTAIN PERSONAL INFORMATION

To the Ministry of FINANCE

From: Stuart Alcock or Linda Asgeirsson, Constituency Assistants
Dawn Black, MLA New Westminster

For the purposes of the Freedom of Information and Protection of Privacy Act, I certify that:

1. Dawn Black, MLA ("MLA"), in whose office I am employed as a Constituency Assistant, has been asked by the constituent whose name and address are set out below to assist that constituent in resolving the problem described below;
2. I have explained to the constituent that, in order to assist the constituent, I and the other individuals named below, all of whom are employed in the MLA's office, may need to obtain the constituent's personal information from your ministry;
3. I have explained to the constituent that personal information disclosed to us may be of a sensitive nature; and
4. Personal information you disclose to us is necessary for the purpose of assisting the constituent to resolve the problem described below and will be used only for that purpose.

S22

The problem for which the constituent has requested the MLA's assistance is:

RELIABLE INFORMATION ABOUT SCHEDULE
FOR PAYING TAXES.

MLA employees covered by this certification: Stuart Alcock and Linda Asgeirsson

Signed this 29th day of January, 2013 in New Westminster, B.C.

S22

Constituent

[Signature]
Constituency Assistant



2013-01-20

S22

Dear Sir or Madam:

S22

Our records indicate that you have not paid your rural property taxes.

Please send full payment immediately. If you are unable to pay the entire balance at this time, please contact this office to discuss payment at 1 866 566-3066, select option 1 or 250 387-0613, select option 1.

If we do not receive payment of the balance within 15 days from the date of this letter, collection action may be taken. No further notice will be given. If it is necessary to request credit information to assist in the collection of the debt, your credit may be affected.

Make cheques payable to the Minister of Finance, and include your account number on any payment or correspondence.

Interest is calculated on any unpaid balance. The current rate of interest is 6.00 per cent.

Collection Section
Receivables Management Office

BLANK

LTFRLO25A Batch

**Ministry of
Finance**

Receivables Management Office

Mailing Address:
PO Box 9446 Stn Prov Govt
Victoria BC V8W 9V6

Toll Free: 1 866 566-3066
Facsimile: 250 356-1090

Website Address:
www.fin.gov.bc.ca/rev.htm

Page 54
FIN-2013-00061

Linkletter, Lynette FIN:EX

From: Tournat, Kim LASS:EX
Sent: Friday, January 18, 2013 2:59 PM
To: Wall, Thomas D FIN:EX
Subject: Defaulted student loans

Hi Thomas,

I've been advised you are the contact person regarding people who have defaulted on their student loans.

I have someone who has both Federal and Provincial student loans that are at least 15 years old who are now in the position of looking at repaying their loan. They would also like to try to negotiate whether or not some of the interest fees/penalty fees could be waived.

Can you please direct me as to the process for looking into this matter.

Thank-you!

Kim Tournat, Constituency Assistant
Nicholas Simons, MLA
Powell River - Sunshine Coast
#5-4720 Sunshine Coast Hwy
Sechelt, B.C. V0N 3A2
ph: 604.741.0792
fax: 604.741.0795

<http://www.nicholassimons.ca>



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New Westminster, V3L 3C8
604-776-2101
Fax: 604-776-2121
dawn.black.mla@leg.bc.ca
www.dawnblack.ca

Dawn Black, MLA

Fax

To: ATTENTION OF Krishna **From:** Stuart Alcock, Constituency Assistant

Fax: 1-250-368-1708 **Pages:** 4 including cover

Phone: **Date:** 4 January 2013

Re: S22 **cc:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle


Dear Krishna,

As discussed on Wednesday, I am forwarding the Certificate of Authority signed by S22 Please note her recent change of address.

I had assisted her in applying for MSP Premium Assistance retroactively and you will see from the additional information that her overdue account was reduced from S22 Is still mystified about how this amount was arrived at and is requesting a Statement of Account or some kind of record of payments that will provide an explanation.

S22 so request that the information be sent directly to S22 However, should you need anything further, please contact Linda Asgelrsson, my colleague here.

Thanking you in advance for your assistance,


Stuart Alcock

CERTIFICATE OF AUTHORITY TO OBTAIN PERSONAL INFORMATION

To the Ministry of FINANCE / REVENUE SERVICES

From: Stuart Alcock or Linda Asgeirsson, Constituency Assistants
Dawn Black, MLA New Westminster

For the purposes of the Freedom of Information and Protection of Privacy Act, I certify that:

1. Dawn Black, MLA ("MLA"), in whose office I am employed as a Constituency Assistant, has been asked by the constituent whose name and address are set out below to assist that constituent in resolving the problem described below;
2. I have explained to the constituent that, in order to assist the constituent, I and the other individuals named below, all of whom are employed in the MLA's office, may need to obtain the constituent's personal information from your ministry;
3. I have explained to the constituent that personal information disclosed to us may be of a sensitive nature; and
4. Personal information you disclose to us is necessary for the purpose of assisting the constituent to resolve the problem described below and will be used only for that purpose.

S22

The problem for which the constituent has requested the MLA's assistance is:

GETTING A STATEMENT OF ACCOUNT OR RECORD OF
PAYMENTS REGARDING MSP TO SEE HOW AMOUNT
OWING OCCURRED

MLA employees covered by this certification: Stuart Alcock and Linda Asgeirsson

Signed this 2nd day of JANUARY, 2013 in New Westminster, B.C.

S22

Constituent

[Signature]
Constituency Assistant

Pages 58 through 59 redacted for the following reasons:

S22

Linkletter, Lynette FIN:EX

From: Morgan, Doug LASS:EX
Sent: Friday, January 18, 2013 2:53 PM
To: Ross, Isobel FIN:EX
Subject: S22 needs MSP
Attachments: 20130118141133.pdf

Hi Isobel

I am trying to find out how S22 can get medical coverage.

Thank You

Doug Morgan (Constituency Assistant)
Bill Routley Cowichan Valley MLA Office
Phone- 250-715-0127 Website- billroutley.com

Consent to Release of Personal Information

I consent to allow Revenue Services of B.C. and MSP
to release personal information to my Member of the Legislative Assembly, Bill
Routley (MLA Cowichan Valley) or the following members (s) of his staff:

Name: Debra Toporowski and/or Doug Morgan

Title/position: Constituency Assistants

This consent is limited to information required to answer the enquiry about the following
issue:

MSP Need to have medical coverage

that I have requested assistance with on (date)

18-01-2013

I understand and acknowledge that this enquiry may reveal sensitive private and
otherwise confidential information.

Linkletter, Lynette FIN:EX

From: Toporowski, Debra E LASS:EX
Sent: Friday, January 18, 2013 1:06 PM
To: Ross, Isobel FIN:EX
Subject: RE: MSP charges
Attachments: 20130117132339.pdf

Hello Isobel

I hope you are doing well today.

I had a S22 stop into the office after receiving his first bill for MSP. he did let me know that he was on Ministry Assistance until he turned 65 years old, then he is now receiving Old Age Pension.

I have attached a consent form and also a copy of his Income Tax return for 2011, on the last page you will see that he has a 2011 comparative tax summary back to 2007.

Thanks you for your attention to this matter.

Debra Toporowski
Constituency Assistant for
Bill Routley, MLA Cowichan Valley
Tel. 250.715.0127 Fax. 250.715.0139

Website: www.billroutley.com
www.bcndpcaucus.ca

In the Spirit of Nuts'a'maat Shqwaluwun Working as one

Page 63 redacted for the following reason:

S22

CONSENT TO RELEASE OF PERSONAL INFORMATION

I consent to allow the Ministry of Health Services and/or Health Insurance BC and Revenue Services, which administers the Medical Services Plan and PharmaCare, to release my personal file information to my Member of the Legislative Assembly, **Bill Routley**, or the following member(s) of his staff,

Name: Debra Toporowski and/or Doug Morgan

Title/position: Constituency Assistants

This consent is limited to information required to answer the enquiry about the following issue:

MSP premium charges.

that I have requested assistance with on (date) Jan 17, 2013.

I understand and acknowledge that this enquiry may reveal sensitive private and otherwise confidential information.

S22

Pages 65 through 69 redacted for the following reasons:

S22

Linkletter, Lynette FIN:EX

From: Ross, Alice M LASS:EX
Sent: Monday, January 21, 2013 1:19 PM
To: Ross, Isobel FIN:EX
Subject: FW: RicohScan
Attachments: 20130121132804.pdf

A Carole constituent. I am here today at 250-952-4211 and then on Wednesday. Rob's for the other days this week.
Alice

From: ricohmfd@leg.bc.ca [<mailto:ricohmfd@leg.bc.ca>]
Sent: January-21-13 1:18 PM
To: Ross, Alice
Subject: RicohScan

CERTIFICATE OF AUTHORITY TO OBTAIN PERSONAL INFORMATION

To: Ministry of Health/Revenue Services BC/ MSP

From: Alice Ross - Constituency Assistant

For the purposes of the Freedom of Information and Protection of Act, I certify the following:

1. Carole James, MLA, in whose office I am employed as a constituency assistant, has been asked by the constituent whose name and address are set out below to assist that constituent in resolving the problem described below;
2. I have explained to the constituent that, in order to assist the constituent, I and the other individuals named below, all of whom are employed in the MLA's office, may need to obtain the constituent's personal information from your ministry;
3. I have explained to the constituent that personal information disclosed to us may be of a sensitive nature;
4. Personal information you disclose to us is necessary for the purpose of assisting the constituent to resolve the problem described below and will be used only for that purpose.

S22

MLA employees covered by this certification: Alice Ross

Date: January 21, 2013

Constituent Signature: _____

S22

Pages 72 through 73 redacted for the following reasons:

S22

Linkletter, Lynette FIN:EX

From: Toporowski, Debra E LASS:EX
Sent: Thursday, January 24, 2013 4:02 PM
To: Ross, Isobel FIN:EX
Subject: MSP billing issue
Attachments: 20130118155734.pdf

Hello Isobel

I had a constituent email and come into the office.

S22 would like some help in trying to sort this out.

I have also attached the consent form and a copy of the email he had sent to the office.

Thanks you for your attention to this matter.

Debra Toporowski
Constituency Assistant for
Bill Routley, MLA Cowichan Valley
Tel. 250.715.0127 Fax. 250.715.0139

Website: www.billroutley.com
www.bcndpcaucus.ca

In the Spirit of Nuts'a'maat Shqwaluwun Working as one

CONSENT TO RELEASE OF PERSONAL INFORMATION

I consent to allow the Ministry of Health Services and/or Health Insurance BC and Revenue Services, which administers the Medical Services Plan and PharmaCare, to release my personal file information to my Member of the Legislative Assembly, **Bill Routley**, or the following member(s) of his staff,

Name: Debra Toporowski and/or Doug Morgan

Title/position: Constituency Assistants

This consent is limited to information required to answer the enquiry about the following issue:

MSP premium charges

that I have requested assistance with on (date) Jan 18/2013

I understand and acknowledge that this enquiry may reveal sensitive private and otherwise confidential information.

S22

Pages 76 through 77 redacted for the following reasons:

S22

Linkletter, Lynette FIN:EX

From: Little, Susan LASS:EX
Sent: Wednesday, February 13, 2013 11:29 AM
To: Ross, Isobel FIN:EX
Subject: MSP Debt to Collections
Attachments: 20130213104806.pdf

Hello Isobel,

I had a visit from a young woman this morning who has been informed that her wages will be garnished to satisfy a ten year old debt to MSP of \$22. She claims that she was low income at the time, and that three years ago she mailed a copy of her Notice of Assessment to MSP and then two years ago she faxed it to them because they claimed not to have received it, then faxed it again about seven months ago because they said they did not receive it. She claims to have spoken to multiple people and they always say there are no notes or the required Notice of Assessment on her file. She said that if her wages are garnished she will not be able to make her necessary payments, it will be a real hardship.

She is not absolutely sure which year is in question but thinks it is 2003. I asked her if she could give me a copy but she has moved and does not know where it is, she will start going through boxes. If you could let me know which year it is I will call her and ask her to request it from Canada Revenue, if you require it.

I have attached a certificate of authority as well as copies of the documents she received last week. Please look into this young woman's case and let me know what is needed to avoid this garnishment.

Many thanks,
Susan

Susan Little
Constituency Assistant to
Leonard Krag, MLA
Nanaimo
susan.little@leg.bc.ca
Phone: 250-714-0630
Fax: 250-714-0859

CERTIFICATE OF AUTHORITY TO OBTAIN PERSONAL INFORMATION

Date: Feb. 13/13
To: Ministry of Health / Revenue Services of BC
From: Pauline Carroll, Susan Little, or Linda Llewellyn

For the purposes of the Freedom of Information and Protection of Privacy Act, I certify the following:

1. Leonard Krog, MLA in whose office I am employed as a constituency assistant, has been asked by the constituent whose name and address are set out below to assist that constituent in resolving the problem described below;
2. I have explained to the constituent that, in order to assist the constituent, I and the other individuals named below, all of whom are employed in the MLA's office, may need to obtain the constituent's personal information from the ministry;
3. I have explained to the constituent that personal information disclosed to us may be of a sensitive nature;
4. Personal information you disclose to us is necessary for the purpose of assisting the constituent to resolve the problem described below and will be used only for that purpose.

S22

Brief Description of Problem: Garnishing my wages from a debt 10 years ago, even though I was low income and I have gave them notice of assessment 3 times and no one on there end has processed it.

S22

Signature of Constituent


Signature of Witness

MLA Employees covered by this certification: Pauline Carroll, Susan Little, Linda Llewellyn
Place certificate signed: Constituency Office, 4-77 Victoria Crescent, Nanaimo, BC

Pages 80 through 81 redacted for the following reasons:

S22

Demand on third party

83(1) If a person ("the debtor") owes money to the government, and the Minister of Finance receives information that another person ("the third party") is or is about to become indebted to the debtor, the Minister of Finance may demand of the third party that all or part of the money payable by the third party to the debtor be paid to the Minister of Finance on account of the debtor's liability to the government.

(2) The third party must pay the money demanded under subsection (1) to the Minister of Finance promptly after the later of

- (a) receipt of the demand, or
- (b) the due date of the liability to the debtor,

and the receipt of the Minister of Finance for money so paid discharges the liability of the third party to the debtor to the extent of the amount acknowledged by the receipt.

(3) A third party who, after receipt of a demand under this section,

- (a) fails to pay the money to the Minister of Finance as required under subsection (2),
or
- (b) pays the money to the debtor,

is personally liable to the government to the extent of the lesser of

- (c) the person's indebtedness or the amount of the indebtedness paid by the person to the debtor, and
- (d) the amount owed to the government by the debtor, including any interest and penalty.

(4) If a demand is made on a third party under this section, the Minister of Finance must, in the same manner and at the same time, notify the debtor of the demand and give the debtor the particulars of it.

Linkletter, Lynette FIN:EX

From: Spilker, Robyn LASS:EX
Sent: Thursday, February 14, 2013 1:24 PM
To: Ross, Isobel FIN:EX
Subject: Constituent Inquiry - Resolving MSP Premium Assistance Debt
Attachments: S22 Consent.pdf; Tax Assessments 2008-2011.pdf; Application for Premium Assistance.pdf

Hi Isobel,

A constituent named S22 whose consent is attached, has just completed his tax assessments from 2008-2011. He asked our office to help resolve his current S22 debt and applying for premium assistance.

Thanks for your help.

Best,
Robyn

--

Robyn Spilker
Practicum Student
MLA Carole James' Community Office (Victoria-Beacon Hill)
T:250.952.4211 F:250.952.4586

CERTIFICATE OF AUTHORITY TO OBTAIN PERSONAL INFORMATION

To: Revenue Services of British Columbia

From: Joanna Groves & Robyn Spilker

For the purposes of the Freedom of Information and Protection of Act, I certify the following:

1. Carole James (MLA), in whose office I am employed as a constituency assistant, has been asked by the constituent whose name and address are set out below to assist that constituent with the matter described below;
2. I have explained to the constituent that, in order to assist the constituent, I and the other individuals named below, all of whom are employed in the MLA's office, may need to obtain the constituent's personal information from your ministry;
3. I have explained to the constituent that personal information disclosed to us may be of a sensitive nature; and
4. Personal information you disclose to us is necessary for the purpose of assisting the constituent to resolve the problem described below and will be used only for that purpose.

S22

The constituent has requested the MLA's assistance with submitting his tax assessments to Revenue Services of British Columbia and applying for premium assistance for retroactively to 2008.

MLA employees covered by this certificate: Joanna Groves/Alice Ross/Robyn Spilker

Date: February 14, 2013 Place certificate signed 1084 Fort Street, Victoria, BC, V8V 3C4

Signature of Constituency Assistant: 

Signature of Constituent giving consent: _____

S22

Pages 85 through 92 redacted for the following reasons:

S22



Kathy Corrigan, MLA
(Burnaby-Deer Lake)



Province of
British Columbia
Legislative Assembly

Community Office:
Kathy Corrigan, MLA
Burnaby-Deer Lake
150 - 5172 Kingsway
Burnaby, BC V5H 2E8

Legislative Office:
Kathy Corrigan, MLA
(Burnaby-Deer Lake)
Parliament Buildings
Victoria, BC V8V 1X4

January 15, 2013

Honourable Michael de Jong
Minister of Finance and House Leader
PO Box 9048
Stn Prov Govt
Victoria, BC V8W 9E2

MINISTER OF FINANCE

REFERRAL NUMBER: _____

REFER TO: MIN ☐ DM ☐ MA ☐ AC ☐

RECEIVED: JAN 16 2013

DRAFT REPLY ☐ INFO ☐ FILE ☐

REMARKS: _____

Dear Minister de Jong

Please find enclosed a copy of a letter I recently received from
constituents.

S22

one of my

S22 has requested that I forward his letter to you and ask that you respond to the concerns he has raised. S22 is very passionate about those concerns and feels that previous responses he has received have not adequately addressed those issues.

I hope you will provide him with a response in a timely manner.

Sincerely,

Kathy Corrigan

Kathy Corrigan, MLA
Burnaby-Deer Lake

Enclosure

PC: S22

KC: cj

bcgeu.

Pages 94 through 119 redacted for the following reasons:

S22



Consent to Disclosure of Personal Information

To Whom It May Concern:

Date:

Jan. 29/13

I consent to allow my Member of the Legislative Assembly, **Scott Fraser**, or the following member(s) of his staff to make inquiries on my behalf regarding my concerns.

Brenda McLean

Patty Edwards

Constituency Assistants

I understand and acknowledge these inquiries may reveal sensitive, private, or otherwise confidential information.

I further acknowledge that any documents left with this office must be copies of original documents, which I will retain. By signing this consent form I agree that any copies of documents left with this office cannot be later accessed by myself or other parties, and will not be returned to me.

S22

Phone number

Scott Fraser, MLA Community Office

3945B Johnston Rd. Port Alberni

250-720-4515

Pages 121 through 122 redacted for the following reasons:

S22

Carey, Linda J FIN:EX

From: Miniaci, Mario FIN:EX
Sent: Wednesday, January 30, 2013 1:18 PM
To: FIN OFFICE FIN:EX
Subject: S22 'Boat Purchase/MLA Fraser
Attachments: 20130130131002.pdf

Can we please look into this and provide bullets for response. Thanks!

Mario

From: McLean, Brenda [<mailto:Brenda.McLean@leg.bc.ca>]
Sent: Wednesday, January 30, 2013 1:16 PM
To: Miniaci, Mario FIN:EX
Subject: Constituent query

Hello Mr. Miniaci:

We have been contacted by S22 with regards to tax on a boat purchase. S22 was of the understanding that he had paid the tax, but now has received a letter indicating that tax also applies to the miscellaneous items also purchased at the time. He is seeking clarification.

Attached please find the applicable paper work.

Thanks in advance for looking into the situation.

Sincerely,

Brenda McLean, Constituency Assistant
office of **Scott Fraser, MLA** (Alberni-Pacific Rim)
3945B Johnston Rd.
Port Alberni, BC V9Y 5N4
250-720-4515; 1-866-870-4190
www.scottfrasermla.com

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Carey, Linda J FIN:EX

From: Bennett, Kymbralee FIN:EX
Sent: Thursday, March 7, 2013 4:30 PM
To: Adams, Leslie J LASS:EX
Cc: HOGADMIN FIN:EX; Hunter, Lindsay FIN:EX; Bennett, Kymbralee FIN:EX
Subject: RE: Property Taxes CLIFF S22
Attachments: 20130304110437.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Leslie,

Here is the info in bullet format.

- *Home Owner Grant Act* is the legislation.
http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_96194_01
- Section 8 – speaks to a current year application for a grant
- Section 9 – speaks to the extension of time to apply for a grant also known as the retroactive period.
- There is no appeal provision for this situation in the *Act*
- The Surveyor of Taxes property taxation system automatically sends statement updates at designated periods throughout the taxation year when an account has not been paid in full. The first of which is mailed in September before the second penalty amount is applied.
- Home Owner Grant Administration Website:
http://www.sbr.gov.bc.ca/individuals/Property_Taxes/Home_Owner_Grant/retroactive_hog.htm

We've tracked this in CLIFF now. By separate email we will be sending you an updated consent for release form that is specific to our Ministry along with some contact information for submitting these requests via our Ministers Correspondence Unit which might make the process easier in the future. At least I hope it will.

If you need anything else please let me know.

Kymbralee Bennett
Manager Branch Operations and Home Owner Grant Administration
Property Taxation Branch / Ministry of Finance
250.387.0602 t 250.387.2210 f

Please consider the environment before printing this email.



From: Ross, Isobel FIN:EX
Sent: Tuesday, March 5, 2013 10:43 AM
To: HOGADMIN FIN:EX
Subject: Property Taxes

Hello Folks,

Are you able to respond to Leslie Adams, CA for MLA Norm Macdonald?

Thank you.

Isobel Ross
Complaint Resolution Officer
Revenue Solutions Branch
Ministry of Finance
Phone #: 250 953-8604
Toll Free: 1 877 356-3456
Fax: 250 356-1706
email: SBROCBCustomerCare@gov.bc.ca

We cannot guarantee the absolute security of personal information during e-mail transmission. Information could be accidentally disclosed or deliberately intercepted. By continuing to use e-mail you acknowledge and accept these risks.

From: Adams, Leslie [<mailto:Leslie.Adams@leg.bc.ca>]
Sent: Monday, March 4, 2013 12:06 PM
To: Ross, Isobel FIN:EX
Subject: Property Taxes

We have heard from S22
Here is his story:

- At the end of 2012 received a notice from property taxation branch that he had outstanding property taxes.
- He found out that he hadn't claimed his grants for 2010, 11 and 12.
- He promptly filed for 2011, 12
- He was informed that he would not be eligible for 2010 as it had been longer than a year.
-

S22

- The fact that the grant could not be backdated more than 1 year bothered him so he made a few more calls to property taxation branch. He was unable to find anyone who could tell him where the rule was stated in legislation or anywhere else that property grants were ineligible after one year.
- He feels that this is their primary residence and was in 2010 and that even though the grant wasn't applied for they should still be eligible.

I wonder if you can help with this:

1. Clear up what legislation is used to make this decision.
2. Is there any appeal process or any way to get the 2010 grant looked at?

Cheers,

Leslie Adams

Leslie Adams
Constituency Assistant
MLA Norm Macdonald
Columbia River-Revelstoke

Opposition Critic for Forests & Range, ILMB

104-806 9th Street N, Box 2052, Golden, BC V0A 1H0

Ph: 250-344-4816 Fax: 250-344-4815

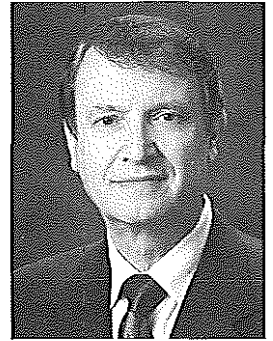
Toll-free: 1-866-870-4188

Joe Trasolini, MLA
(Port Moody-Coquitlam)
2608 St. Johns Street
Port Moody, B.C. V3H 2B6
Phone: 604 931-5477
Fax: 604 931-8784
e-mail: joe.trasolini.mla@leg.bc.ca
website: www.joetrasolini.ca

Room 201
Parliament Buildings
Victoria, B.C. V8V 1X4
Phone: 250 387-3655
Fax: 250 387-4680



Province of
British Columbia
Legislative Assembly



Joe Trasolini, MLA
(Port Moody-Coquitlam)

February 1, 2013

The Honourable Mike de Jong
Minister of Finance
Room 153,
Parliament Buildings
Victoria, BC V8V 1X4

MINISTER OF FINANCE

REFERRAL NUMBER:

REFER TO: MIN ☒ DMI ☐ MA ☐ AC ☐

RECEIVED: FEB - 5 2013

DRAFT REPLY ☒ INFO ☐ CMC ☐

REMARKS:

Dear Minister de Jong,

On December 10, 2012 MLA Bruce Ralston sent you a letter requesting you release Ministry of Finance audits done by the ministry's Internal Audit and Advisory Services Branch between January 1, 2011 and April 27, 2012.

I am writing to request copies specifically of the BC Housing Commission Review. I would appreciate if your office can confirm when this report will be released and I would appreciate if you could please forward a copy of this Review to my office expeditiously once it is released.

Sincerely,

Joe Trasolini, MLA
Port Moody-Coquitlam
Opposition critic for Housing, Construction and Business Investment