

Hrenyk, Alyssa FIN:EX

From: Copage, Caitlin GCPE:EX
Sent: September 19, 2018 3:58 PM
To: Miller, Sarah LASS:EX; Saadati, Negin FIN:EX
Cc: Pivnick, Evan V LASS:EX; Sanford, Donna L GCPE:EX; Gillezeau, Rob FIN:EX
Subject: RE: Mtg Request: Perrin Review

Hi all –

We can now confirm **Tuesday, Sept 25 from 10:30 – 11:00 AM by phone at +s.15; s.17**, **code s.15; s.17** (Caitlin to moderate.) Negin – please include these dial-in details for Rob and FIN participants in calendars.

Thank you!

Caitlin Copage
Senior Analyst, Policy and Consultation
Confidence and Supply Agreement Secretariat
caitlin.copage@gov.bc.ca
p. 778-677-6651

From: Copage, Caitlin GCPE:EX
Sent: Tuesday, September 18, 2018 2:47 PM
To: Miller, Sarah LASS:EX; Saadati, Negin FIN:EX
Cc: Pivnick, Evan V LASS:EX; Sanford, Donna L GCPE:EX; Gillezeau, Rob FIN:EX
Subject: RE: Mtg Request: Perrin Review

Hi Negin,

Due to a new conflict for FIN, I worked with Sarah to look for a new time on Tuesday, Sept 25 – could I please confirm that **Tuesday, Sept 25 from 10:30 – 11:00 AM by phone** would work for FIN? Sarah is in Vancouver and unable to attend in person.

Thanks,

Caitlin Copage
Senior Analyst, Policy and Consultation
Confidence and Supply Agreement Secretariat
caitlin.copage@gov.bc.ca
p. 778-677-6651

From: Copage, Caitlin GCPE:EX
Sent: Tuesday, September 18, 2018 12:00 PM
To: Miller, Sarah LASS:EX
Cc: Pivnick, Evan V LASS:EX; Sanford, Donna L GCPE:EX; Gillezeau, Rob FIN:EX; Saadati, Negin FIN:EX
Subject: RE: Mtg Request: Perrin Review

Great – thanks Sarah! Let's confirm then for **Thursday, Sept 27, 2:30 – 3:00 PM in Rm 28.**

Best,

Caitlin Copage

Senior Analyst, Policy and Consultation
Confidence and Supply Agreement Secretariat
caitlin.copage@gov.bc.ca
p. 778-677-6651

From: Miller, Sarah [mailto:Sarah.Miller@leg.bc.ca]
Sent: Tuesday, September 18, 2018 11:31 AM
To: Copage, Caitlin GCPE:EX
Cc: Pivnick, Evan V LASS:EX; Sanford, Donna L GCPE:EX; Gillezeau, Rob FIN:EX; Saadati, Negin FIN:EX
Subject: RE: Mtg Request: Perrin Review

2:30-3pm on the 27th works for me. It will probably just be me attending. We can have it in our office (rm 28) if you'd like.

Thanks,
Sarah

From: Copage, Caitlin GCPE:EX [mailto:Caitlin.Copage@gov.bc.ca]
Sent: Tuesday, September 18, 2018 11:30 AM
To: Miller, Sarah
Cc: Pivnick, Evan ; Sanford, Donna L GCPE:EX ; Gillezeau, Rob FIN:EX ; Saadati, Negin FIN:EX
Subject: RE: Mtg Request: Perrin Review

Hi Sarah -

FIN would like to propose the following two options; would either of these times work for you and Green Caucus staff attending this briefing?

Tuesday September 25:
10:30-11:00am

Thursday September 27:
2:30-3:00pm

Thanks!

Caitlin Copage
Senior Analyst, Policy and Consultation
Confidence and Supply Agreement Secretariat
caitlin.copage@gov.bc.ca
p. 778-677-6651

From: Copage, Caitlin GCPE:EX
Sent: Tuesday, September 18, 2018 10:23 AM
To: Saadati, Negin FIN:EX; Miller, Sarah LASS:EX
Cc: Pivnick, Evan V LASS:EX; Sanford, Donna L GCPE:EX; Gillezeau, Rob FIN:EX
Subject: RE: Mtg Request: Perrin Review

Hi all,

Just a note that I have updated the timing below; Negin is working with Rob to propose dates/times that work for FIN.

Thanks!

Caitlin Copage
Senior Analyst, Policy and Consultation
Confidence and Supply Agreement Secretariat
caitlin.copage@gov.bc.ca
p. 778-677-6651

From: Copage, Caitlin GCPE:EX
Sent: Monday, September 17, 2018 2:29 PM
To: Saadati, Negin FIN:EX; Miller, Sarah LASS:EX
Cc: Pivnick, Evan V LASS:EX; Sanford, Donna L GCPE:EX; Gillezeau, Rob FIN:EX
Subject: Mtg Request: Perrin Review

Hi Sarah and Negin,

The Ministry of Finance would like to offer Green Caucus staff an opportunity for a briefing with respect to Dan Perrin's review of the Real Estate Council of BC and the Office of the Superintendent of Real Estate. (NR [here](#) as a reminder.)

Could I please ask your help to schedule the following briefing:

Timing:

- Week of Sept 24
- 30 minutes

Attendees:

- Green caucus staff (tbd per Sarah Miller)
- MA Rob Gillezeau and FIN staff (tbd per Rob G)
- Donna Sanford and/or Caitlin Copage, CASA Secretariat

Location:

- Rm 28 if available

Negin – perhaps if you could offer a slot (or slots) that might work for FIN, Sarah can confirm for Green Caucus staff?

If you have any questions or if I can help in any way, please let me know.

Thanks,

Caitlin Copage
Senior Analyst, Policy and Consultation
Confidence and Supply Agreement Secretariat
caitlin.copage@gov.bc.ca
p. 778-677-6651

Gillezeau, Rob FIN:EX

Subject: Green Caucus Staff Briefing on Dan Perrin Review
Location: Sarah Miller will be calling in for this

Start: Tue 2018-09-25 10:30 AM
End: Tue 2018-09-25 11:00 AM

Recurrence: (none)

Organizer: Gillezeau, Rob FIN:EX

Dial in number :
s.15;s.17 code₇s.15;s.1 (Caitlin to moderate.)

Gillezeau, Rob FIN:EX

Subject: Canceled: Upcoming items
Location: Your office

Start: Thu 2018-08-30 9:00 AM
End: Thu 2018-08-30 9:30 AM
Show Time As: Free

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Zoeller, Sonja GCPE:EX
Required Attendees: Gillezeau, Rob FIN:EX; Spilker, Robyn FIN:EX

Importance: High

Looking ahead to September, want to touch base on timing/comms around:

Real Estate Council of BC – New appointments
Establishing FICOM as a Crown Agency
Perrin Report on Real Estate Sector release and next steps
s.13

Gillezeau, Rob FIN:EX

From: Gillezeau, Rob FIN:EX
Sent: September 17, 2018 5:46 PM
To: Copage, Caitlin GCPE:EX; Saadati, Negin FIN:EX
Subject: RE: Mtg Request: Perrin Review

Just flagging that we should bounce this over to next week.

Best,
Rob

Rob Gillezeau

Senior Ministerial Assistant
Minister of Finance and Deputy Premier
250-413-7048

From: Copage, Caitlin GCPE:EX
Sent: Monday, September 17, 2018 2:29 PM
To: Saadati, Negin FIN:EX; Miller, Sarah LASS:EX
Cc: Pivnick, Evan V LASS:EX; Sanford, Donna L GCPE:EX; Gillezeau, Rob FIN:EX
Subject: Mtg Request: Perrin Review

Hi Sarah and Negin,

The Ministry of Finance would like to offer Green Caucus staff an opportunity for a briefing with respect to Dan Perrin's review of the Real Estate Council of BC and the Office of the Superintendent of Real Estate. (NR [here](#) as a reminder.)

Could I please ask your help to schedule the following briefing:

Timing:

- Wednesday, Sept 19
- 30 minutes

Attendees:

- Green caucus staff (tbd per Sarah Miller)
- MA Rob Gillezeau and FIN staff (tbd per Rob G)
- Donna Sanford and/or Caitlin Copage, CASA Secretariat

Location:

- Rm 28 if available

Negin – perhaps if you could offer a slot (or slots) that might work for FIN, Sarah can confirm for Green Caucus staff?

If you have any questions or if I can help in any way, please let me know.

Thanks,

Caitlin Copage
Senior Analyst, Policy and Consultation
Confidence and Supply Agreement Secretariat

Gillezeau, Rob FIN:EX

From: Gillezeau, Rob FIN:EX
Sent: September 6, 2018 6:33 PM
To: Brouwer, Shauna FIN:EX
Cc: Spilker, Robyn FIN:EX; Dawkins, Christina FIN:EX
Subject: RE: P&A proposed new version and Perrin Report

Gave this a quick look and, aside from a stray second slide, I think it's looking good

Rob Gillezeau

Senior Ministerial Assistant
Minister of Finance and Deputy Premier
250-413-7048

From: Brouwer, Shauna FIN:EX
Sent: Thursday, September 6, 2018 4:14 PM
To: Gillezeau, Rob FIN:EX
Cc: Spilker, Robyn FIN:EX; Dawkins, Christina FIN:EX
Subject: P&A proposed new version and Perrin Report

Hi Rob and Robyn,

Thank you both for all the time today and the good discussions. As a follow up to our meeting on Perrin here is the proposed updated deck and MCJ also asked for the final copy of the Perrin report.

After you have a chance to look at it – I would suggest that I send it over to Doug Scott and confirm that they are going to add some slide to our deck or go it alone.

The deck is due in final Sept 13. Next task will be some speaking notes
Thx

Shauna Brouwer, MBA

| Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance | Cell s.17

Gillezeau, Rob FIN:EX

From: Gillezeau, Rob FIN:EX
Sent: September 6, 2018 4:38 PM
To: Brouwer, Shauna FIN:EX
Cc: Spilker, Robyn FIN:EX; Dawkins, Christina FIN:EX
Subject: RE: P&A proposed new version and Perrin Report

Great, thanks Shauna! We'll try to look at it before heading out the door this evening.

Rob Gillezeau

Senior Ministerial Assistant
Minister of Finance and Deputy Premier
250-413-7048

From: Brouwer, Shauna FIN:EX
Sent: Thursday, September 6, 2018 4:14 PM
To: Gillezeau, Rob FIN:EX
Cc: Spilker, Robyn FIN:EX; Dawkins, Christina FIN:EX
Subject: P&A proposed new version and Perrin Report

Hi Rob and Robyn,

Thank you both for all the time today and the good discussions. As a follow up to our meeting on Perrin here is the proposed updated deck and MCJ also asked for the final copy of the Perrin report.

After you have a chance to look at it – I would suggest that I send it over to Doug Scott and confirm that they are going to add some slide to our deck or go it alone.

The deck is due in final Sept 13. Next task will be some speaking notes
Thx

Shauna Brouwer, MBA

| Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance | Cell s.17

Gillezeau, Rob FIN:EX

From: Gillezeau, Rob FIN:EX
Sent: August 29, 2018 2:31 PM
To: Zoeller, Sonja GCPE:EX; Spilker, Robyn FIN:EX
Subject: Re: Upcoming items

Works great

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Zoeller, Sonja GCPE:EX" <Sonja.Zoeller@gov.bc.ca>
Date: 2018-08-29 2:30 PM (GMT-08:00)
To: "Gillezeau, Rob FIN:EX" <Rob.Gillezeau@gov.bc.ca>, "Spilker, Robyn FIN:EX" <Robyn.Spilker@gov.bc.ca>
Subject: RE: Upcoming items

Should we just take 15 minutes and stay on our morning call to talk about these items?

From: Gillezeau, Rob FIN:EX
Sent: August 29, 2018 2:30 PM
To: Zoeller, Sonja GCPE:EX <Sonja.Zoeller@gov.bc.ca>; Spilker, Robyn FIN:EX <Robyn.Spilker@gov.bc.ca>
Subject: RE: Upcoming items

Can we move this up a bit? I think I have to get out the door to an event at ~920

Rob Gillezeau
Senior Ministerial Assistant
Minister of Finance and Deputy Premier
250-413-7048

-----Original Appointment-----

From: Zoeller, Sonja GCPE:EX
Sent: Wednesday, August 29, 2018 2:25 PM
To: Gillezeau, Rob FIN:EX; Spilker, Robyn FIN:EX
Subject: Upcoming items
When: Thursday, August 30, 2018 9:00 AM-9:30 AM (UTC-08:00) Pacific Time (US & Canada).
Where: Your office

Looking ahead to September, want to touch base on timing/comms around:

Real Estate Council of BC – New appointments
Establishing FICOM as a Crown Agency
Perrin Report on Real Estate Sector release and next steps

Gillezeau, Rob FIN:EX

From: Gillezeau, Rob FIN:EX
Sent: August 29, 2018 2:30 PM
To: Zoeller, Sonja GCPE:EX; Spilker, Robyn FIN:EX
Subject: RE: Upcoming items

Can we move this up a bit? I think I have to get out the door to an event at ~920

Rob Gillezeau

Senior Ministerial Assistant
Minister of Finance and Deputy Premier
250-413-7048

-----Original Appointment-----

From: Zoeller, Sonja GCPE:EX
Sent: Wednesday, August 29, 2018 2:25 PM
To: Gillezeau, Rob FIN:EX; Spilker, Robyn FIN:EX
Subject: Upcoming items
When: Thursday, August 30, 2018 9:00 AM-9:30 AM (UTC-08:00) Pacific Time (US & Canada).
Where: Your office

Looking ahead to September, want to touch base on timing/comms around:

Real Estate Council of BC – New appointments
Establishing FICOM as a Crown Agency
Perrin Report on Real Estate Sector release and next steps
s.13

Gillezeau, Rob FIN:EX

From: Gillezeau, Rob FIN:EX
Sent: September 20, 2018 11:07 AM
To: Jones, JJ GCPE:EX
Subject: RE: timing re: perrin

TY

Rob Gillezeau
Senior Ministerial Assistant
Minister of Finance and Deputy Premier
250-413-7048

From: Jones, JJ GCPE:EX
Sent: Thursday, September 20, 2018 10:03 AM
To: Aaron, Sage PREM:EX; Gillezeau, Rob FIN:EX; Smith, George AG:EX; Howlett, Tim GCPE:EX; Hannah, Matt GCPE:EX
Subject: timing re: perrin

Hi folks,

Robb Gibbs gave us leave to move Perrin to tomorrow (only time that works) but after discussion with Lori W. – it just won't work for the ministry.

So we're going ahead with a Thurs. release as planned.

Thx,

JJ

Director, Cabinet Priorities
Strategic Communications Division
Government Communications and Public Engagement
Phone: 250-889-6308

Henry, Molly FIN:EX

From: Henry, Molly FIN:EX
Sent: Thursday, July 26, 2018 10:56 AM
To: Spilker, Robyn FIN:EX; Gillezeau, Rob FIN:EX
Subject: FW: BCREA Letter re Real Estate Regulatory Review
Attachments: BCREA Letter re Real Estate Regulatory Review.pdf

BCREA is asking to receive a copy of the Perrin report and MCJ's decision before it's made public.

Molly Henry
Ministerial Assistant
Office of the Minister of Finance and Deputy Premier
250-387-3751

From: Mark Levesque [mailto:mlevesque@bcrea.bc.ca]
Sent: Thursday, July 26, 2018 10:09 AM
To: Minister, FIN FIN:EX
Cc: Noseworthy, Micheal FIN:EX; eseeley@recbc.ca; Bond.MLA, Shirley LASS:EX; Redies.MLA, Tracy LASS:EX; Barnett.MLA, Donna LASS:EX; Weaver.MLA, Andrew LASS:EX; Wilkinson.MLA, Andrew LASS:EX
Subject: BCREA Letter re Real Estate Regulatory Review

Dear Minister,

Please find attached a letter signed by Darlene Hyde, Chief Executive Officer of the British Columbia Real Estate Association, regarding the real estate regulatory review.

Thank you.

Mark Levesque, MPP
Policy Analyst
British Columbia Real Estate Association
1420 – 701 Georgia Street West | PO Box 10123, Pacific Centre | Vancouver, BC V7Y 1C6
604.909.7794 | mlevesque@bcrea.bc.ca

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BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

July 26, 2018

Honourable Carole James, MLA
Minister of Finance and Deputy Premier
Room 153, Parliament Buildings
Victoria, BC V8V 1X4
Sent by email: FIN.Minister@gov.bc.ca

Dear Minister,

Re: Real estate regulatory review

When we met recently, you mentioned your intention to consider Dan Perrin's findings by this fall. The British Columbia Real Estate Association (BCREA) is very interested in your decision, as we strongly believe the dysfunction in our regulatory system is causing problems for licensees and for consumers.

Once again, thank you for ordering this review. BCREA hopes the regulatory system can be improved before further significant changes to real estate practice are introduced. We understand the need for and welcome robust regulatory powers.

Because regulation is critical to the practice of real estate, and there has been so much public interest in the last few years, we ask to receive a copy of the Perrin report after you have had a chance to review it and before you make it public. Ideally, we would like to know your decision beforehand, as well. BCREA would appreciate enough time to consider both carefully, as well as the opportunity to prepare for questions from the 23,000 REALTORS® in the province, 11 real estate boards, as well as members of the media.

Please let me know if you would like to discuss anything in the meantime. You can reach me directly (dhyde@bcrea.bc.ca; 604.742.2787).

As you know, BCREA is the professional association for BC REALTORS®, focusing on provincial issues that impact real estate. Working with the province's 11 real estate boards, BCREA provides continuing professional education, advocacy, economic research and standard forms to help REALTORS® provide value for their clients.

1420 – 701 Georgia Street W, PO Box 10123, Pacific Centre, Vancouver, BC V7Y 1C6

President James Palanio
Past President Jim Stewart

President-Elect Michael Trites
Chief Executive Officer Darlene Hyde

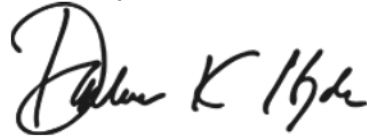
bcrea@bcrea.bc.ca | **604.683.7702** (tel)
www.bcrea.bc.ca | 604.683.8601 (fax)



July 26, 2018

To demonstrate the profession's commitment to improving Quality of Life in BC communities, BCREA supports policies that encourage economic vitality, provide housing opportunities, respect the environment and build communities with good schools and safe neighbourhoods.

Sincerely,

A handwritten signature in black ink, appearing to read 'Darlene K Hyde'.

Darlene Hyde
Chief Executive Officer

Copies: Micheal Noseworthy, Superintendent of Real Estate
(Micheal.Noseworthy@gov.bc.ca)
Erin Seeley, Real Estate Council of British Columbia (eseeley@recbc.ca)
Shirley Bond, MLA – Prince George-Valemount (shirley.bond.mla@leg.bc.ca)
Tracy Redies, MLA – Surrey-White Rock (tracy.redies.MLA@leg.bc.ca)
Donna Barnett, MLA – Cariboo-Chilcotin (donna.barnett.mla@leg.bc.ca)
Andrew Weaver, MLA Oak Bay-Gordon Head (andrew.weaver.mla@leg.bc.ca)
Andrew Wilkinson, MLA Vancouver-Quilchena
(andrew.wilkinson.MLA@leg.bc.ca)

Reid, Heidi FIN:EX

From: Mark Levesque <mlevesque@bcrea.bc.ca>
Sent: July 6, 2018 3:19 PM
To: Reid, Heidi FIN:EX
Subject: RE: BCREA July 12 Meeting with Minister of Finance

Follow Up Flag: Follow up
Flag Status: Completed

Hi Heidi,

Thank you for your call earlier. I called your office line earlier but unfortunately we didn't connect. Here are the topics BCREA would like to discuss with the Minister on July 12:

- Real estate regulatory review conducted by Mr. Dan Perrin.
- Real estate practice issues stemming from June 15 Rule changes.
- BCREA's Quality of Life approach, which demonstrates the commitment of the real estate profession to improving the quality of life throughout the province. <http://www.bcrea.bc.ca/docs/government-relations/bcrea-qol-brochure.pdf>.
- Brief discussion on the importance of transparency in the real estate industry.

If you have any questions please let me know.

Thank you again for your help in organizing this meeting.

Best,

Mark Levesque, MPP
Policy Analyst
British Columbia Real Estate Association
1420 – 701 Georgia Street West | PO Box 10123, Pacific Centre | Vancouver, BC V7Y 1C6
604.909.7794 | mlevesque@bcrea.bc.ca

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From: Reid, Heidi FIN:EX [mailto:Heidi.Reid@gov.bc.ca]
Sent: Thursday, June 28, 2018 9:28 AM
To: Mark Levesque <mlevesque@bcrea.bc.ca>
Subject: RE: BCREA July 12 Meeting with Minister of Finance

Hi Mark...thanks for the info.

I will send out calendar invites to all this morning including you.

We would appreciate having the topics for the meeting as soon as we can so the Minister is prepared for any questions that may arise.

Thanks...Heidi

Heidi Reid

Administrative Coordinator to the
Honourable Carole James
Minister of Finance and Deputy Premier
Phone: 250-356-7877
E-mail: Heidi.Reid@gov.bc.ca

From: Mark Levesque [<mailto:mlevesque@bcrea.bc.ca>]
Sent: Tuesday, June 26, 2018 2:24 PM
To: Reid, Heidi FIN:EX
Subject: RE: BCREA July 12 Meeting with Minister of Finance

Hi Heidi,

Thanks again for helping me schedule this meeting between BCREA representatives and the Minister.

Last time we spoke, you asked me to confirm who would be representing BCREA at this meeting, so that you could send out a meeting invitation to participants. BCREA participants will be:

- Darlene Hyde, Chief Executive Officer (dhyde@bcrea.bc.ca)
- James Palanio, President (jpalanio@bcrea.bc.ca)
- Michael Trites, President-Elect (mtrites@bcrea.bc.ca)

Could you please send them a meeting invitation for July 12 from 10:00 am – 10:30 am? As well, could you please include me (mlevesque@bcrea.bc.ca) on the meeting invitation? I will not be attending the meeting but it would be helpful from a meeting planning perspective.

As well, BCREA will confirm the topics we would like to raise with the Minister on July 9. If that is not enough time for the Minister please let me know.

Thank you,

Mark Levesque, MPP
Policy Analyst
British Columbia Real Estate Association
1420 – 701 Georgia Street West | PO Box 10123, Pacific Centre | Vancouver, BC V7Y 1C6
604.909.7794 | mlevesque@bcrea.bc.ca

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From: Mark Levesque
Sent: Tuesday, June 12, 2018 2:16 PM
To: 'Reid, Heidi FIN:EX' <Heidi.Reid@gov.bc.ca>
Subject: RE: BCREA Meeting Request with Minister of Finance

Hi Heidi,

Thank you for taking my call this afternoon, and for holding the morning of July 12 from 9:00-11:00 for a potential 30-minute meeting between the Minister and BCREA representatives. I will confirm this time with our CEO Darlene Hyde and confirm with you by the end of the week.

Thanks again,

Mark
Policy Analyst, BCREA

From: Reid, Heidi FIN:EX [<mailto:Heidi.Reid@gov.bc.ca>]
Sent: Friday, June 1, 2018 3:35 PM
To: Mark Levesque <mlevesque@bcrea.bc.ca>
Subject: RE: BCREA Meeting Request with Minister of Finance

Hi Mark...I will give you a call on Monday or Tuesday to set this up!

Sorry, it's been really busy here...

Heidi

From: Mark Levesque [<mailto:mlevesque@bcrea.bc.ca>]
Sent: Wednesday, May 30, 2018 2:37 PM
To: Reid, Heidi FIN:EX
Subject: RE: BCREA Meeting Request with Minister of Finance

Hi Heidi,

Mark from BCREA again, hope things are going well for you in the Minister's office!

As Rob and I discussed I'm looking to set up a meeting between BCREA representatives and Minister James to discuss issues related to real estate in BC. I appreciate that the Minister has a busy schedule, and we are able to be flexible. At a high level, does the Minister have availabilities in early July or in August? I figure we can start broad and narrow down to a time!

Thanks again for your help, I look forward to working with you to schedule this meeting.

Best,

Mark Levesque
Policy Analyst
British Columbia Real Estate Association
1420 – 701 Georgia Street West | PO Box 10123, Pacific Centre | Vancouver, BC V7Y 1C6
604.909.7794 | mlevesque@bcrea.bc.ca

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From: Gillezeau, Rob FIN:EX [<mailto:Rob.Gillezeau@gov.bc.ca>]

Sent: Monday, May 28, 2018 3:37 PM

To: Mark Levesque <mlevesque@bcrea.bc.ca>

Cc: Reid, Heidi FIN:EX <Heidi.Reid@gov.bc.ca>

Subject: RE: BCREA Meeting Request with Minister of Finance

Hi Mark,

Thanks for following up on this! I think meeting over the summer makes sense from our end. I'm cc'ing our AC Heidi who can work with you on scheduling.

Best,
Rob

Rob Gillezeau

Senior Ministerial Assistant

Minister of Finance and Deputy Premier

250-413-7048

From: Mark Levesque [<mailto:mlevesque@bcrea.bc.ca>]

Sent: Thursday, May 24, 2018 3:28 PM

To: Gillezeau, Rob FIN:EX

Subject: BCREA Meeting Request with Minister of Finance

Hi Rob,

My name is Mark Levesque and I am the policy analyst at BCREA supporting Norma Miller.

BCREA representatives had a constructive meeting with Minister James on April 11, and it was agreed that BCREA would meet regularly with the Minister to discuss issues related to real estate and housing. Will the Minister be interested in meeting with BCREA sometime over the summer? If so I can work with you or other staff in the Minister's Office to arrange this meeting.

s.22

get back to me when you are able to that would be much appreciated.

. so if you could

Thank you.

Best,

Mark Levesque

Policy Analyst

British Columbia Real Estate Association

1420 – 701 Georgia Street West | PO Box 10123, Pacific Centre | Vancouver, BC V7Y 1C6

604.909.7794 | mlevesque@bcrea.bc.ca

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Sather, Kelly FIN:EX

From: Norma Miller <nMiller@bcrea.bc.ca>
Sent: May 25, 2018 3:41 PM
To: Daniel Perrin
Cc: Minister, FIN FIN:EX; Darlene Hyde; Corinne Caldwell; Minister, MAH MAH:EX; Redies.MLA, Tracy LASS:EX; Bond.MLA, Shirley LASS:EX; Sullivan.MLA, Sam LASS:EX; eseeley@recbc.ca; rholmes@recbc.ca; Noseworthy, Mike FLNR:EX
Subject: BC Real Estate Association submission re real estate regulatory review
Attachments: 2018-05-25 BCREA input re regulatory review.pdf
Categories: Action: Reply Direct from FIN

Dan,

As promised here's our submission for your consideration. If there's anything further BCREA can do to assist your work, please let us know.

Regards,

Norma Miller
Government Relations Manager
British Columbia Real Estate Association
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BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

May 25, 2018

Dan Perrin

Submitted by email: dan@perrinthorau.ca

Dear Mr. Perrin:

Following the recommendations of the Independent Advisory Group (IAG), the regulatory design for real estate practice changed. The real estate co-regulator model, in which we have both the Office of the Superintendent of Real Estate (OSRE) and the Real Estate Council of British Columbia, was quickly established in 2016, in the context of an impending election. Given that beginning, the British Columbia Real Estate Association (BCREA) is pleased that the Honourable Carole James initiated a review of BC's real estate regulators. We recognize the importance of consumer protection and welcome appropriate regulatory powers, and believe there are dysfunctions in the current design that do not help or protect consumers.

Working with the 11 regional real estate boards, we consulted extensively with REALTORS® on this matter, including representatives, managing brokers and commercial specialists. We held several focus groups, and conducted an online survey using your questions and examined regulatory structures across North America. This submission combines our findings with BCREA's original position paper, which we presented to Minister James on April 11.

Why regulate?

We agree that "public protection" is the primary reason. Real estate requires a major financial commitment. The process is also complex, which means there are many risks. Regulation is required to make sure licensees meet high standards of professionalism, including education and practice. Where licensees fail to meet those standards, the regulator has a responsibility to hold licensees accountable.

Regulations are intended to protect the public from bad actors and from their own lack of knowledge. Ultimately, regulations should ensure consumer confidence.

BCREA and the profession welcome thoughtful and robust regulatory processes and powers. We ask that consideration be given to a 2007 study done by the Competition Bureau of Canada: *Self-Regulated Professions—Balancing Competition and Regulation*. The study examines accountants, lawyers, optometrists, pharmacists and real estate agents, and a key finding is

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President James Palanio
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that increasing regulation and government oversight of industry can, eventually, lead to a negative economic outcome to government, industry and the consumer. There is a balance to be achieved between regulation and economic impact, but this balance is certainly further from a reality when moving from a self-regulated structure to a co-regulated structure.

Challenges and opportunities

The current regulatory structure was established quickly in 2016, and the transition has been difficult and challenging. To create a system that works for consumers and licensees, BCREA describes current challenges as well as opportunities for improvement.

Challenges	Opportunities
<p>1. The Council does not have enough real estate expertise involved in its governance. Currently, the Council consists of 12 members, and only two are licensees, even though the 2016 IAG recommendations did allow for additional industry representatives.</p> <p>Other regulatory governing boards, such as the Insurance Council of BC and the Motor Vehicle Sales Authority, have a better balance of industry representatives and public lay members than the Council. The same is true of real estate regulators in the United States and other Canadian jurisdictions (please see the enclosure for more information).</p> <p>Practitioners are essential to sound decision making, because they understand the sector being regulated. A prime example of how the current system does not work is the ban on limited dual agency, which takes effect on June 15. Licensees know that different areas of the province and different areas of practice have varying needs. With more</p>	<p>Short term:</p> <ul style="list-style-type: none"> The <i>Real Estate Services Act</i> provides for a total of 16 Council members, so there is an immediate opportunity to add more licensees to expand the Council's knowledge base by appointing more real estate practitioners. This will ensure that the implementation of Rules has a solid foundation in the reality of real estate practice, and is practical and workable for consumers and licensees. <p>Medium and long term:</p> <ul style="list-style-type: none"> As the terms of current Council members expire, ensure that 50 per cent of Council members are licensees, with appropriate geographic and practice areas represented.

Challenges	Opportunities
<p>practitioners making decisions, we might have ended up with at least one workable exemption—unfortunately, we have none.</p>	
<p>2. The roles of OSRE and the Council are unclear, resulting in no unity of command. This unique model appears to be misaligned, as illustrated by the ongoing legal dispute between them.</p> <p>Consumers and licensees deserve a degree of certainty and predictability in the regulatory regime, rather than co-regulators that need to seek clarity from the courts.</p>	<p>Short term:</p> <ul style="list-style-type: none"> • In consultation with consumers and licensees, clearly define the role of each organization, to avoid legal and jurisdictional disputes. • Describe and publish clear accountability measures for OSRE and the Council. <p>Medium term:</p> <ul style="list-style-type: none"> • Over the course of 18 months, deliberately and transparently evaluate the regulatory system to determine its effectiveness. Such an evaluation should include consultation with licensees and consumers. <p>Long term:</p> <ul style="list-style-type: none"> • Work with consumers and licensees to examine options for a single regulator system. This is the norm across North America, because it is straightforward and effective.

Challenges	Opportunities
<p>3. The approaches taken by OSRE and the Council are inconsistent, creating uncertainty for licensees and consumers. Such uncertainty puts both at risk.</p> <p>While OSRE conducts extensive consultations around Rule making, the Council does not appear to do the same around Rule interpretations or policy development. There seems to be very little consumer or stakeholder engagement by the Council.</p> <p>The Council's interpretations of Rules do not always align with OSRE's spirit and intent. For example, the Council's interpretation that a ban on limited dual agency would have required a licensee to recuse themselves from acting for either party, instead of representing one party. Following significant concerns raised by BCREA and REALTORS®, OSRE announced that it would create new Rules about handling such conflicts of interest.</p> <p>Confusion over Rule interpretations has led to significant concerns from real estate licensees, the profession at large and consumers. Considering that there are many more IAG recommendations to come, and many more Rule changes to implement, we ask that this process be improved now to minimize future confusion. This speaks again to the need for certainty and predictability in the regulatory regime, in terms of</p>	<p>Short term:</p> <ul style="list-style-type: none"> • Clarify the role of each organization, as described above. • Either adequately educate licensees before Rules take effect, or provide a six-month grace period before penalties take effect. Licensees should not be subject to penalties when they have not had enough time or information to comply. • Expand, increase or create greater transparency around the Council's practitioner advisory committees, so licensees are aware that consultation occurs. <p>Short, medium and long term:</p> <ul style="list-style-type: none"> • Consult in a meaningful way with licensees and the public when interpreting Rule changes and creating policies (including licensee education and Rule implementation), in the same way that consultation occurs when Rules are introduced. • Develop a collaborative system that enables the regulator and profession to work together to develop best practices to protect consumers.

Challenges	Opportunities
<p>administrative fairness and natural justice.</p>	
<p>4. Broad regulatory functions are being carried out in ways that do not inspire confidence.</p> <p>Significant Rule changes are being made without adequate evidence or education, and on seemingly arbitrary, deadline-driven schedules. Changes that take effect on June 15, 2018 introduce considerable complexity. Unfortunately, licensees and consumers have not been given enough time to prepare.</p> <p>Rule changes, which impact both residential and commercial transactions, are largely based on the IAG recommendations. The IAG report clearly states that the work of the group focused on residential real estate practice. No rationale for disrupting commercial practice has been presented.</p> <p>Although only a small fraction of licensees is involved in the disturbing infractions reported in the media, all licensees are labeled negatively and treated the same way.</p>	<p>Short term:</p> <ul style="list-style-type: none"> • Delay the June 15 implementation date to allow licensees to be educated, managing brokers to establish policies and consumers to be informed. If this delay does not occur, then implement the penalty grace period described above. • Inform consumers of the Rule changes that take effect June 15, 2018. Part of this effort could include providing licensees with concise information to pass on to consumers. • Examine the needs of commercial practitioners and consumers to determine whether Rule changes should apply to them. Such an examination may include the question of whether a separate licensing category for commercial should be established. • Immediately implement stronger penalties for repeat offenders. For first offenders, focus on correcting poor performance more than on punishment. <p>Short, medium and long term:</p> <ul style="list-style-type: none"> • Take a change management approach to Rule making and implementation, to make sure consumers and licensees are aware of and understand the changes.

Challenges	Opportunities
	<ul style="list-style-type: none"> • Before Rule changes are introduced, fully examine and provide evidence of the need for changes. • Develop a comprehensive, sustained approach to consult and communicate with consumers. • Work to ensure consumer confidence in real estate licensees. <p>Medium and long term:</p> <ul style="list-style-type: none"> • Devote resources to speed up the Council's complaints and discipline process.

Interprovincial considerations

The New West Partnership Trade Agreement (NWPTA), an accord between the governments of British Columbia, Alberta, Saskatchewan and Manitoba, creates Canada's largest barrier-free, interprovincial market. This agreement builds on the Trade, Investment and Labour Mobility Agreement (TILMA) between BC and Alberta. The NWPTA came into effect July 1, 2010 and has been fully implemented since July 1, 2013.

This accord should remain a reference point for all proposed legislative and regulatory changes. It seems that BC's current co-regulator model may fall short of some provisions in the NWPTA, including the expectation that each province will "Treat businesses, investors and workers of the other three provinces at least as favourably as they treat their own or those of another jurisdiction" and "Mutually recognize or otherwise reconcile unnecessary differences in their standards and regulations."

Consumer protection and licensee professionalism are objectives BCREA shares with OSRE, the Council and the government. To move to a functional regulatory system, we strongly believe that meaningful engagement is necessary. If BCREA can assist in any way, please contact me directly (ccaldwell@bcrea.bc.ca; 604.677.9341).

BCREA is the professional association for more than 23,000 REALTORS® in BC, focusing on provincial issues that impact real estate. Working with the province's 11 real estate boards,

BCREA provides continuing professional education, advocacy, economic research and standard forms to help REALTORS® provide value for their clients.

Sincerely,



Corinne Caldwell
Vice President, Professional Services

Enc (1)

Copies: Hon. Carole James, Minister of Finance (FIN.Minister@gov.bc.ca)
Hon. Selina Robinson, Minister of Municipal Affairs and Housing
(MAH.Minister@gov.bc.ca)
Tracy Redies, MLA – Surrey-White Rock (tracy.redies.MLA@leg.bc.ca)
Shirley Bond, MLA – Prince George-Valemount (shirley.bond.mla@leg.bc.ca)
Sam Sullivan, MLA – Vancouver-False Creek (sam.sullivan.mla@leg.bc.ca)
Erin Seeley, Real Estate Council of British Columbia (eseeley@recbc.ca)
Robert Holmes, Chair, Real Estate Council of British Columbia
(rholmes@recbc.ca)
Micheal Noseworthy, Superintendent of Real Estate
(mike.noseworthy@gov.bc.ca)

Canadian jurisdiction/ body	Is the Executive Director/Registrar appointed by government?	What is the composition? (i.e., # of public members, # of industry members, etc.)	Are members elected or appointed?	Are rules created and enforced by the same regulator or different entities provide different functions?	Responsibilities
Alberta Real Estate Council of Alberta	Executive Director appointed by council	12 members, representing residential and commercial real estate, property management, mortgage brokers, real estate appraisers and the public	11 appointed by professional associations (Alberta Real Estate Association appoints 6, with some regional requirements); 1 appointed by the government	Council makes rules	Determines, sets and enforces standards of conduct and business practices for industry professionals, provides services that enhance and improve the industry, and administering the <i>Real Estate Act</i> , Bylaws, and Rules
Manitoba Manitoba Securities Commission – Real Estate Division	Registrar appointed by the government	n/a Has a non-statutory advisory council of 10 people representing licensees and other industry people	n/a	Rules contained in the <i>Real Estate Brokers Act</i> and regulations	Registers real estate brokers, salespersons and mortgage brokers, monitors brokers' trust accounts and investigates complaints against real estate brokers, salespersons and mortgage brokers
New Brunswick Office of the Registrar, New Brunswick Real Estate Association	Registrar appointed by the Association	Board of Directors including licensees and non-licensees Plus the following committees: examiners, complaints, discipline	Licensees elected; non- licensees appointed by the government Committee members include licensees, appointed by the Association and non- licensee government appointees	The Association establishes bylaws, which are subject to approval by the government	The Association regulates the practice of real estate and governs its members
Newfoundland and Labrador Superintendent of Insurance, Real Estate, Mortgage Brokers, Securities and Pre-Paid Funerals	Superintendent appointed by the government	n/a	n/a	Provisions are in the legislation, which is administered by the regulator	Administers and enforces the <i>Real Estate Trading Act</i>

Canadian jurisdiction/ body	Is the Executive Director/Registrar appointed by government?	What is the composition? (i.e., # of public members, # of industry members, etc.)	Are members elected or appointed?	Are rules created and enforced by the same regulator or different entities provide different functions?	Responsibilities
Nova Scotia Nova Scotia Real Estate Commission	Registrar appointed by the government	10 commissioners, 7 licensees, 3 non-licensees	3 appointed by the government; 3 appointed by the Nova Scotia Association of REALTORS®; 3 elected by peers; 1 commercial rep appointed by the Commercial Committee	Commission establishes and enforces bylaws	Administers and enforces the <i>Real Estate Trading Act</i> , sets performance standards that govern training in real estate, sets licensing requirements and entrance standards, investigates complaints and imposes disciplinary sanctions
Ontario Real Estate Council of Ontario	Director and registrar positions appointed by RECO	12 directors, including 9 licensees and 3 non- licensees	Licensees are elected (regional representation); non- licensees appointed by the government to represent consumers, business and government	Provincial government writes the rules; RECO enforces those rules on the government's behalf	Regulates real estate professionals on behalf of the Ontario government. Holds registered brokers and salespersons to professional standards, protects the public interests, and enhances consumer confidence in the real estate profession; strives to educate consumers
Québec Organisme d'autoréglementation du courtage immobilier du Québec	CEO appointed by the Board of Directors	13 directors, 10 licensees, 3 non-licensees	Licensee directors are elected (regional representation); non- licensees are appointed by the government	Regulator establishes rules	Enforces rules of professional conduct and inspects the affairs of brokers and agencies
Saskatchewan Saskatchewan Real Estate Commission	Appointed by the Commission	11 members, 4 public, 6 licensees, 1 commercial licensee	Licensees are elected (regional representation); commercial licensee appointed by the Commission; public members appointed by the government	Commission makes bylaws Superintendent (who is appointed by the government) oversees the commission	Registers all real estate and property management brokerages, brokers, branch managers and salespeople. Ensures that all mandatory education requirements are met

Questions were posed directly to regulators in the following American states.

American jurisdiction	Do you have one regulator?	Is the Executive Director/Registrar appointed by government?	What is the composition? (i.e. # of public members, # of industry members, etc.)	Are members elected or appointed?	Are rules created and enforced by the same regulator or different entities provide different functions?	Any other information you feel makes your regulatory structure unique?
Iowa	Iowa Real Estate Commission.	Staff hired by the administrator of the professional licensing and regulation bureau of the banking division.	7 members: 5 licensees and 2 non-licensee public members.	Appointed by the Governor, subject to confirmation by the Senate.	The real estate commission may adopt rules.	n/a
Kansas	Kansas Real Estate Commission.	The director is appointed by the Commission.	5 members: 4 licensees and 1 public member.	Appointed by the Governor.	The Commission creates and enforces rules and policies. All laws are created by the Kansas legislature.	The Kansas Real Estate Commission is an independent state agency.
Maryland	Our Commission (the Commissioners) are the regulators. We function as a group and then direct the executive director to carry them out.	The executive director is a state government employment position. The executive director does get hired at the pleasure of the Governor.	9 members: 5 licensees, 4 consumers serving 4-year terms (no term limits).	All appointed by the Governor with approval of the Maryland Senate. Each year, the Commissioners elect a Chair from their group.	Maryland has statutes that the legislature enacts during 90 sessions. Those must be signed by the Governor to become law. The Real Estate Commissioners enforce those laws. Additionally, the Commissioners can establish regulations to clarify the statutes.	The Attorney General's office acts as our legal counsel and defense team.
Nebraska	Nebraska Real Estate Commission.	Appointed by the Commission.	4 brokers, 1 sales, 1 public, Secretary of State who chairs the Commission. Term is 6 years.	Appointed by the Governor except Secretary of State, who is elected.		Secretary of State is permanent chair (New York is the only other state that does this). Commission has the authority to set fees with a range established by the legislature.

American jurisdiction	Do you have one regulator?	Is the Executive Director/Registrar appointed by government?	What is the composition? (i.e. # of public members, # of industry members, etc.)	Are members elected or appointed?	Are rules created and enforced by the same regulator or different entities provide different functions?	Any other information you feel makes your regulatory structure unique?
North Carolina	The Real Estate Commission.	Executive Director hired by the Commission.	9 members: at least 3 licensees and at least 2 non-licensees not directly or indirectly involved in the real estate brokerage or appraisal business. As a practical matter, we often have 7 industry-connected members and 2 public members. Terms are for 3 years with 3 members' terms expiring each year; members can be reappointed an indefinite number of times.	Appointed by the Governor (7), House (1) and Senate (1).	The Commission creates and enforces rules. However, rules must go through a vetting process with an outside agency (the Rules Review Commission – an agency headed by 10 members appointed by the Legislature) to assure they are (1) within the Commission's authority to make, (2) clear and unambiguous, (3) reasonably necessary to fulfill an agency duty as set out in its enabling statute, and (4) in compliance with procedural requirements for enactment, including publication in advance, opportunity for written and verbal comment and consideration by the agency of the same, etc.). Enforcement decisions by the Commission are subject to appeal in the courts by the licensee—first to a county Superior Court (trial level court but acting as an appellate review), then the NC Court of Appeals and NC Supreme Court.	The Commission is a stand-alone agency, not part of an umbrella agency.

American jurisdiction	Do you have one regulator?	Is the Executive Director/Registrar appointed by government?	What is the composition? (i.e. # of public members, # of industry members, etc.)	Are members elected or appointed?	Are rules created and enforced by the same regulator or different entities provide different functions?	Any other information you feel makes your regulatory structure unique?
Ohio	The Real Estate Commission is part of the Division of Real Estate & Professional Licensing, which is part of a bigger umbrella agency, the Ohio Dept. of Commerce. The Superintendent is the one regulator.	Superintendent appointed by the director of the Dept. of Commerce (normally that direction comes from the governor). Law requires that both the Real Estate Commission and Real Estate Appraiser Board provide names of three individuals recommended to be superintendent.	5 members: 4 licensees active real estate brokers licensed as such for at least 10 years and 1 public member.	Appointed by the Governor, confirmed by the full State Senate (33 members).	By law, the Real Estate Commission promulgates the rules that amplify law. Part of the Superintendent's role is to ensure that the Administration's (Gov's) policy positions are reflected in those proposed rules. The Division/Commission enforces the real estate laws and rules.	1) hierarchy; and 2) appointment process for the Superintendent.
Oklahoma	Oklahoma Real Estate Commission.	The Executive Director is appointed by the Board of Commissioners.	7 commissioners.	Appointed by the Governor.	Rules are created and enforced by the regulatory board, but all administrative rules must be reviewed and/or approved by the legislature, cabinet secretary and Governor.	
Oregon	Oregon Real Estate Agency.	Commissioner appointed by the Governor. To be Real Estate Commissioner, you must have held an active real estate broker or principal broker license for at least 5 years prior to appointment.	9 members: 7 licensees and 2 public members serving 4-year terms (up to 2 terms).	Appointed by the Governor.	The laws and rules are created and enforced by the Real Estate Agency and the commissioner. Also hold workgroups with industry members and REALTOR® association directors to get input before finalizing. The Board then approves the rules.	This is one of a few US real estate regulation agencies with a commissioner appointed by the governor and employed by the state. Most states have policy boards that oversee the actions of the regulatory agency.

American jurisdiction	Do you have one regulator?	Is the Executive Director/Registrar appointed by government?	What is the composition? (i.e. # of public members, # of industry members, etc.)	Are members elected or appointed?	Are rules created and enforced by the same regulator or different entities provide different functions?	Any other information you feel makes your regulatory structure unique?
Texas	We have a Commission, which is the policy maker for the field of real estate regulation.	The Executive Director is hired by the Commission.	9 Commissioners: 6 licensees, 3 public members with demonstrated business experience, other than real estate related. Terms are 6 years, staggered with 2 brokers and 1 public member appointed every 2 years.	All 9 are appointed by the Governor.	The Commission writes and publishes all of its own rules and sets its fees as well.	<p>The Commission regulates many real estate related license holders: real estate brokers, real estate sales agents, home inspectors, home warranty companies, right-of-way agents and timeshare developments. The Commission also has an "independent subdivision" board that regulates real estate appraisers and appraisal management companies (not including appraisers who limit their work to tax assessment or challenge work).</p> <p>The Commission also appoints 6 broker members to the statutory "Broker/Lawyer Committee," which is charged with drafting and keeping current a balanced and easy to read set of standard forms to be used by real estate licensees.</p>

American jurisdiction	Do you have one regulator?	Is the Executive Director/Registrar appointed by government?	What is the composition? (i.e. # of public members, # of industry members, etc.)	Are members elected or appointed?	Are rules created and enforced by the same regulator or different entities provide different functions?	Any other information you feel makes your regulatory structure unique?
Washington	The real estate commission is advisory only, with no regulatory authority. The director of the department acts as chair and is considered a public member. The administrator is the executive to the board for facilitation. The administrator makes all decisions within department guidelines or rules.	The director of Licensing is appointed by the Governor. The administrator position is appointed by the Deputy Assistant Director.	All members are licensees, with regional representation.	All are Governor appointed.	All rules are enforced by the department Director—assigned to the Administrator. The Director has final say on all disciplinary actions.	The department cannot make rules without the advice and approval of the commission. The commission has no disciplinary authority.
West Virginia	The Real Estate Commission.	Executive Director employed by the Commission, not appointed by the Governor.	5 commissioners serving terms of 4 years (no more than 2 terms): 4 are licensees, 1 is an unlicensed citizen member.	Appointed by the Governor with the advice and consent of the Senate.	The Commission makes suggestions for changes and develop the regulations, but they have to be approved by the Legislature. The Commission enforces the code and the Rules, as well. No additional body.	The Commission is an independent, self-funded State Agency, not an umbrella agency. All fines though go to the State General Fund, not the Commission.
Wyoming	The Wyoming Real Estate Commission.	The Executive Director is a State Employee hired by the Commissioners.	5 members: 4 licensees and 1 public member.	The Commissioners are appointed by the Governor and confirmed by the Legislature.	The Commission, with assistance from the Commissioners and the Attorney General's Office promulgates and enforces rules and statutes. Statutory changes are made through the Legislature.	

Sather, Kelly FIN:EX

From: Priscilla_BCNREB <ea@bcnreb.bc.ca>
Sent: May 25, 2018 10:43 AM
To: Minister, FIN FIN:EX
Subject: BCNREB: Letter from BC Northern
Attachments: 18 05 25 Letter to Dan Perrin.pdf

Categories: FYI

Good Morning,

Please find an attached letter from BC Northern.

Priscilla Johnson

Executive Assistant
BC Northern Real Estate Board
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Fax: 250-563-3637
Website: <http://bcnreb.bc.ca>

BC NORTHERN REAL ESTATE BOARD



May 25, 2018

Dan Perrin
Perrin, Thorau and Associates Ltd.
6785 Greig Ct,
Brentwood Bay, BC V8M 2G4

Dear Mr. Perrin,

This letter contains BC Northern Real Estate Board's submissions on the review of British Columbia's real estate regulators. BC Northern strongly supports and adopts the May 25, 2018 submissions of the British Columbia Real Estate Association (BCREA). Rather than repeat those submissions, we wish only to expand on two issues of importance, namely:

- The limited voice from outside the lower mainland; and
- The evidence of dysfunction.

The limited voice from outside the lower mainland:

The experience and practice of licensees and consumers outside of the lower mainland can differ greatly from their counterparts inside the lower mainland. Comments (verbally and in writing) from the Superintendent of Real Estate and from the Real Estate Council illustrate a general misunderstanding of small-community and rural practice. For example, suggesting that REALTORS® in small communities solve the end of limited dual agency by specializing as seller or buyer agents (specialists are rare in small communities due to economic realities); or that conflicts arising pursuant to Rule 5-18 are an "unexpected event" (this type of conflict occurs very often in small communities) illustrate a basic misunderstanding of rural and small-community realities.

Recommendation: Ensure that at least 50 percent of Council members are licensees with diverse geographical and practice areas represented. Ensure lay-members also represent diverse geographical areas.

The Evidence of Disfunction:

REALTORS® do not feel prepared for June 15.

Council interpretations of the rules have been provided in the form of weekly FAQ's, some of which have been changed or withdrawn without notice. The Professional Standards Manual has not yet been updated. The long-promised education on the new rules has only recently become available and participation has had to be staggered. The Superintendent has had to add new rules to deal with general industry panic over Council rule interpretation.

The Council sent letters to real estate Boards asking that we not provide rules education to members nor assist members when they call seeking support or advice. Instead, Boards have been asked to refer members to Council for support; yet many members call the Board to complain that they cannot get through to Council or that their emails go unanswered. A few members have called in tears.

We at the Board have never seen this level of anxiety and confusion among members. We acknowledge that change is hard, but the approach taken by the regulators has worsened the stress in the industry. Most of the time set aside for implementation has been devoted to the regulators' work when it is in fact licensees, those who must understand and comply with the new changes, who need the most time. The extension to the implementation, fought for by the industry, was taken up mostly by Council's preparation and not given over to licensees.

The new rules change the way real estate has been practiced for decades. The end of limited dual agency alone will likely lead to office closures, limited buyer agency in small communities and major changes to small town real estate practice far beyond the need to fill in the new forms. Properly educated and prepared licensees are a fundamental part of consumer protection.

Recommendation: The implementation of the new rules be delayed allowing licensees the time to properly understand and prepare for the changes. Going forward, regulators must better manage change.

In conclusion, BC Northern adopts the submissions of BCREA with further emphasis on ensuring that there is a voice on Council outside of the lower mainland and that REALTORS® be given the time to understand and adapt to the new rules and the new regulatory environment. If you have further questions, please do not hesitate to contact either the writer or our Executive Officer, Alexandra Goseltine.

Sincerely,



Court Smith, President
BC Northern Real Estate Board

Cc: Honourable Carole James, Minister of Finance and Deputy Premier
Hon. Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations,
and Rural Development
Shirley Bond, MLA - Prince George-Valemount
Donna Barnett, MLA - Cariboo-Chilcotin
Micheal Noseworthy, Superintendent of Real Estate
Erin Seeley, Real Estate Council of British Columbia



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Sather, Kelly FIN:EX

From: Saadati, Negin FIN:EX
Sent: September 18, 2018 3:49 PM
To: Minister, FIN FIN:EX
Subject: Official Opposition (Shirley Bond, Tracy Redies, Donna Barnett) - Meeting Request regarding Dan Perrin Review
Attachments: Official Opposition (Shirley Bond , Tracy Redies , Donna Barnett) - Meeting Request regarding Dan Perrin Review.pdf
Categories: FYI

Negin Saadati

Administrative Assistant to the Honourable Carole James
Minister of Finance and Deputy Premier
250-387-3751
negin.saadati@gov.bc.ca



LEGISLATIVE ASSEMBLY
of BRITISH COLUMBIA

Honourable Carole James
Minister of Finance, Deputy Premier
Room 153
Parliament Buildings
Victoria, BC

Minister James,

We write to you today to reiterate our concerns about the significant regulatory changes that have been imposed on the BC Real Estate sector. We continue to hear from constituents in regions right across the province about the impact of the changes in small and rural communities and on consumers generally. Our concerns will be no surprise to you since we have raised them on numerous occasions in the Legislature. We urge you to continue your dialogue with the industry in order to find ways to resolve or mitigate some of the challenges that have emerged. We know that the industry has provided some specific recommendations to you and we are hopeful that they will be thoughtfully considered.

We are also writing to request clarification about the public release of the report that was prepared for you by Dan Perrin. The timeline for the recommendations to be provided to you was June 15th. Can you confirm for us that you have received the report, that it will be released publicly and that it will be shared directly with the BC Real Estate Association? We are also requesting that a copy of the report be shared with the Official Opposition.

We look forward to your response about this very important issue. We would be more than willing to meet with you in person to discuss the feedback we have received during our time away from the Legislature.

Thank you in advance for taking the time to respond to our request.

Shirley Bond, MLA
Prince George-Valemount

Tracy Redies, MLA
Surrey-White Rock

Donna Barnett, MLA
Cariboo-Chilcotin

BC Liberal Official Opposition
Parliament Buildings
Victoria, BC V8V 1X4

Michell, Jennifer FIN:EX

From: Wanamaker, Lori FIN:EX
Sent: June 25, 2018 7:45 AM
To: Michell, Jennifer FIN:EX
Subject: FW: REEOIC - Submissions re Governance
Attachments: 4870_001.pdf

Please log – thanks.

From: Leslie Howatt [mailto:lhowatt@REEOIC.COM]
Sent: Tuesday, June 12, 2018 12:26 PM
To: Wanamaker, Lori FIN:EX
Cc: 'Daniel Perrin'; Bryon Brandle
Subject: REEOIC - Submissions re Governance

Dear Ms. Wanamaker,

Please see attached, for your information, the submissions from Real Estate Errors and Omissions Insurance Corporation to Mr. Perrin for consideration in his review of the framework for the regulation of real estate licensees. Please do not hesitate to contact me if you wish to discuss these submissions.

Regards,

Leslie J. Howatt
Executive Officer
Real Estate Errors and Omissions Insurance Corporation
Suite 1604, 700 West Pender Street
Vancouver, B.C., V6C 1G8
Direct phone: 604-891-3151
Office phone: 604-669-0019, ext 151
Facsimile: 604-669-0021
Email: lhowatt@reeoic.com

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DMO-Deputy Minister

Referral Slip for ID:370119

2019/01/07

CONFIDENTIAL

Log Type: **Letter** Action: **FYI/File**
 Batch: Subaction:

Author Type: Company
 Leslie HOWATT, Executive Officer
 Real Estate Errors and Omissions Insurance Corporation

Written: 2018/06/11

Received: 2018/06/12

Actioned: File No.: 280-30.274

Email: n/a

Entered By: jjjustese

Closed: 2018/06/26

Secondary Authors

Author Type: Company
 Bryon BRANDLE, Chair
 Real Estate Errors and Omissions Insurance Corporation

Email: n/a

Address To: Dan Perrin

Issue: Act-Real Estate Services;Real Estate

Copy To: Lori Wanamaker

X-Ref:

Branch Rsp: PLD-FCSP

Subject

Letter to Perrin, Thorau and Associates Ltd re: Review of Governance Structures for Real Estate Errors and Omissions Insurance Corporation | process for appointments to E&O Board of Directors

Attachments

Title: 370119_Incoming Version: 1 Type: Incoming

File: 370119_incoming.pdf

Approved: Approved By: Last Update: 2018/06/25

Referral DMO-Deputy Minister -> PLD-FCSP

From: DMO-Deputy Minister	Sent: 2018/06/25	Status: Completed	Ref Action: FYI
To: PLD-FCSP	Received: 2018/06/26	Reason:	Subaction:
Assign To: Esther / Tiffany / Jill	Completed: 2018/06/26	Due:	File No.: 280-30.274

Referral Comments

2018/06/26 PLD-FCSP to Esther / Tiffany / Jill for info
 2018/06/25 DMO-Deputy Minister Email notification sent to "PLD-FCSP".

Referral DMO-Deputy Minister -> PLD-FCSP -> PLD-ADM

From: PLD-FCSP	Sent: 2018/06/25	Status: Completed	Ref Action: FYI
To: PLD-ADM	Received:	Reason:	Subaction:
Assign To:	Completed: 2018/06/26	Due:	File No.:

Referral Comments

2018/06/25 PLD-FCSP Email notification sent to "PLD-ADM".

Michell, Jennifer FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: September 17, 2018 4:47 PM
To: Michell, Jennifer FIN:EX; Gillezeau, Rob FIN:EX
Cc: Wanamaker, Lori FIN:EX; Brouwer, Shauna FIN:EX
Subject: updated Sept 17th one edit Sept 13 P&A Final Sept 20th and Perrin Report Final
Attachments: Perrin report for P and A Sept 20th - Final.pptx; Perrin report for P and A Sept 20th - Final.pdf

Importance: High

Hi Jen,

We have made one edit per MCJ on the page of timelines slide 8 to s.12; s.13
s.12; s.13

Can you see if Cab Ops will take this updated pdf version – attached is the word and a pdf .

Thank you,
Shauna

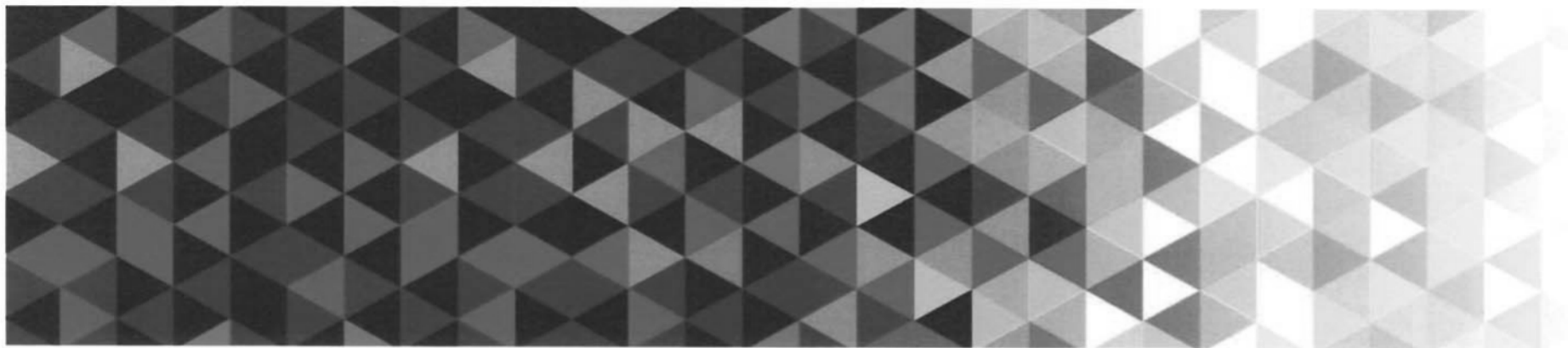
From: Brouwer, Shauna FIN:EX
Sent: Wednesday, September 12, 2018 5:45 PM
To: Michell, Jennifer FIN:EX
Cc: Wanamaker, Lori FIN:EX; Brouwer, Shauna FIN:EX; Gillezeau, Rob FIN:EX
Subject: Please pdf and send Sept 13 P&A Final Sept 20th and Perrin Report Final
Importance: High

Hi Jen,

I confirmed this version is the final. I removed one slide per Rob (MCJ)

Please use this as the final.

Thank you,
Shauna



s.12

Priorities and Accountability Committee

September 20, 2018



Ministry of
Finance

Page 5 of 8 to/à Page 8 of 8

Withheld pursuant to/removed as

s.12

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: April 13, 2018 10:01 AM
To: Foster, Doug FIN:EX
Cc: Brouwer, Shauna FIN:EX
Subject: SOW RECBC and OSRE
Attachments: SOW MoF Real Estate Regulaory Review.docx; Real Estate Regulatory Review ToR - Final April 13.docx

Hi Doug,

I think this is now good to go – the Minister's staff have reviewed etc. So I would like to go ahead and sign off with Dan (after you have a look thx).

I will be providing a copy of the TOR to RECBC and OSRE pending some advice from David Currie on the date.

Shauna

Shauna Brouwer, MBA

| Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance | Cell S.17

STATEMENT OF WORK
BUSINESS ADVISOR – STRATEGIC INITIATIVES

Contractor	Perrin, Thorau and Associates Ltd.
Supplier#	916361-001
Contract ID#	C16CFFS34889
Master RFP Reference#	RFP#SA-MF4
Statement of Work Ref#	

WHEREAS:

- A. The parties entered into a General Service Agreement dated March 1, 2016 (the "Umbrella Agreement"), that contemplates Her Majesty the Queen in the Right of the Province of British Columbia (the "Province") retaining **Perrin, Thorau and Associates Ltd.** (the "Contractor") to cause **Dan Perrin** to provide specified services in accordance with certain terms and conditions, set out in a Statement of Work, once it has been agreed upon and executed by both parties;
- B. The Umbrella Agreement requires that the Contractor deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of:
1. an "Undertaking of Confidentiality" that covers each and all of the Contractor and its employees, in the form attached as Appendix 2 to this Statement of Work, before starting work under each Statement of Work;
 2. an "Undertaking of Confidentiality" that covers each Subcontractor and its employee(s), in the form attached as Appendix 3 to this Statement of Work, before a Subcontractor starts work under each Statement of Work;
 3. a "Conflict of Interest Disclosure" that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 4 to this Statement of Work, before starting work under each Statement of Work; and
 4. a "Conflict of Interest Disclosure" that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 5 to this Statement of Work, before the Subcontractor starts work under each Statement of Work; and
- C. The parties wish to enter a Statement of Work as contemplated in the Umbrella Agreement.

NOW THEREFORE in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

Agreement:

1. Any amendments to the Umbrella Agreement set out in this Statement of Work only apply to this Statement of Work and do not apply to or vary the Umbrella Agreement for the purposes of other Statements of Work that the parties may enter into.

Term:

2. This Statement of Work Term commences on April 16, 2018 and ends on June 31, 2018.

Services:

3. The Contractor and its Sub-contractor will provide the Services described in this Statement of Work.

The purpose of this review is to advise the Minister of Finance on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, to ensure that it appropriately and efficiently protects participants in the real estate market.

In undertaking this review, the following matters will be considered:

1. The current roles and responsibilities of the BC Real Estate Council, OSRE and the Ministry of Finance in the regulation of real estate activity in BC including an assessment of which elements of those roles and responsibilities are operating efficiently and which are not.
2. Recommendations on:
 - a. What matters are appropriately the sole or shared responsibilities of the Council, OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity;
 - b. What oversight powers the various agencies should have with respect to one another;
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia;
 - d. How the agencies should communicate with one another about any shared responsibilities;
 - e. What the appropriate number, composition and role of the Council should be;
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Given the recommendations about the roles of Council and OSRE, the appropriate organizational structure, staffing complements and areas of staff expertise for

OSRE. What systemic changes, if any, are needed to ensure effective regulation in the public interest.

4. In the event that the Contractor wishes for a person (Subcontractor), other than the Contractor and/or those persons identified in this Statement of Work, to deliver any or all of the Services, the Contractor will seek and obtain the prior written approval of the Ministry Lead, or such other person as the Ministry Lead may designate.
5. Prior to commencing the Services, the Contractor, must deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of the "Conflict of Interest Disclosure", attached as Appendix 2 to this Statement of Work; and the "Undertaking of Confidentiality", attached as Appendix 4 to this Statement of Work.
6. To the extent that other persons have been identified and approved under sections 4 and 23, the Contractor must deliver to the Ministry Lead, or such other person as the Ministry Lead may designate, a fully completed and signed "Conflict of Interest Disclosure" and "Undertaking of Confidentiality" for each of those persons, attached as Appendix 3 and Appendix 5 to this Statement of Work.

Deliverables:

7. Before the term end of this Statement of Work, the Contractor will prepare and deliver to the Ministry Lead or such other person or group as the Ministry Lead may designate, the following (specified for the purposes of this Statement of Work as the "Final Deliverables" in Table 1) by the dates specified, unless otherwise approved by the Ministry Lead or such other person or group as the Ministry Lead may designate:

Table 1

Services Ref.	Deliverable	Milestone Date
3	Prepare and submit: <ul style="list-style-type: none">• a Draft Report and• Final Report	May 10, 2018 May 31, 2018
3	Provide ongoing engagement progress reports.	Ongoing
3	Provide other related services as may be mutually agreed.	TBD

If requested, before or in parallel with commencing the Services, the Contractor shall prepare for the approval of the Ministry Lead, or such other person as the Ministry Lead may designate, a **Project Implementation Plan** including but not limited to: a project communications approach; a Project Charter; a work plan with timelines and milestones; a project risk management plan; and a listing of the proposed project team members and credentials.

8. The form and content of reports and other deliverables, including ongoing progress reports in sections 3 and 7, will be mutually agreed to between the Contractor and the Ministry Lead, or such other person as the Ministry Lead may designate.

Reporting Accountability and Support:

9. The Contractor will report to Shauna Brouwer, Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance or such other person as the Assistant Deputy Minister may designate.
10. The Ministry will make reasonable efforts to provide or to assist the Contractor and the Subcontractor with obtaining timely access to information and personnel that the Ministry and the Contractor mutually agree is required for the Contractor to perform the Services.
11. The Contractor and Subcontractor will rely on information provided to it by the Ministry or other parties authorized to provide such information, and will make all reasonable efforts to independently verify its accuracy and completeness within the time and provisions of any approved Project Implementation Plans prepared as part of this Statement of Work.
12. On an ongoing basis, the Ministry Lead and Contractor (including Subcontractor) will mutually review the Services, Project Implementation Plan and project timelines to confirm the appropriateness of, or amend the identified Services, Project Implementation Plan and timelines.

Project Material

13. All material owned by the Contractor prior to the commencement of this Statement of Work is the property of the Contractor. All material received, created or disbursed under this Statement of Work is the property of the Ministry and may be subject to the *Freedom of Information and Privacy Protection Act*.
14. The form, content and timing of reports/other deliverables, including ongoing progress reports, to the extent it is not defined in this Statement of Work, will be mutually agreed to between the Contractor and the Ministry Lead or such other person as the Ministry Lead may designate.
15. Further to sections 5.3 and 6 of the Umbrella Agreement, should the Contractor be required to comply with a professional standard that requires the retention of and access to records owned by the Province under this **Statement of Work #2018 – FIN (PLD – BC Real Estate Regulatory Review) – 1** by persons other than those that are covered by and subject to an "Undertaking of Confidentiality" and a "Conflict of Interest Disclosure" as further described in Appendices 2 – 5 of this statement of work, the Contractor will provide to the

Ministry Lead a list of such records and an additional "Undertaking of Confidentiality" and "Conflict of Interest Disclosure" for each such person.

Fees and Expenses:

16. Despite sections 17 through 20 of this Statement of Work, **\$35,000 (CDN)** is the *maximum amount* which the Province is obliged to pay to the Contractor for fees and expenses under this Statement of Work (exclusive of any applicable taxes described or referenced in section 3.1(c) of the Umbrella Agreement) without prior written approval from the Finance Lead or such other person as the Finance Lead may designate. This includes both fees and travel/other expenses.
17. Fees at the hourly rate specified below for those hours during the Term when the Contractor or Subcontractor provides the Services. Contractor rates shall not exceed those already approved under and existing contract with the Ministry of Finance as per Table 2.

As part of this Statement of Work, the Ministry Lead and Finance Lead may approve rates for Subcontractors that exceed the prior-approved Contractor rate, provided that:

- (a) The majority of work is carried out by the Contractor and use of an approved Subcontractor is for a short-term period only; and
- (b) Overall costs of the Statement of Work are lower for provincial taxpayers than other proposals received by the Ministry.

Table 2

Personnel	Hourly rate (\$CDN)
Contractor's Key Personnel:	
Dan Perrin	s.21
Subcontractor(s) -	
N/A	

18. Fees at an hourly rate approved in advance in writing by the Ministry Lead or such other person as the Ministry Lead may designate for those hours during the Term when an additional approved Subcontractor or Key Personnel of the Contractor provides the Services.
19. The Ministry Lead or such other person as the Ministry Lead may designate will not approve an hourly rate for a Subcontractor or Key Personnel that exceeds the rates approved for persons identified in section 17 for comparable services.
20. Subject to sections 21 and 22 of this Statement of Work, the Contractor's claim will include:
 - (a) the Contractor's travel, accommodation and meal expenses for travel greater than 32 kilometers away from the Contractor's mailing address on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix 1 – Group II Rates Expenses for Contractors); and

- (b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

- 21. Travel and expense authorizations will be subject to prior approval by the Ministry Lead or such other person as the Ministry Lead may designate.

Statements of Account:

- 22. In order to obtain payment of any fees and expenses under this Statement of Work for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Statement of Work;
- (g) the following coding:
Client: 022 RC: 32063 SL: 34083 STOB: 60 Project: 3200000
- (h) a statement number for identification; and
- (i) any other billing information reasonably requested by the Province.

Subcontractors and Key Personnel:

- 23. N/A is named as an approved Subcontractor for the purposes of this Statement of Work.
- 24. Without limiting the generality of sections 2.5 and 13.4 of the Umbrella Agreement [*Standards in relation to persons performing Services and Subcontracting*], the Contractor is responsible for the work of the Subcontractor in providing the Services under this Statement of Work.

25. If seeking the Province's prior written approval under sections 13.4 or 13.12 of the Umbrella Agreement [*Subcontracting and Key Personnel*], the Contractor will submit to the Ministry Lead or such other person as the Ministry Lead may designate a listing of the hourly rates to be changed for such persons for prior written approval.

Payments Due:

26. Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Statement of Work and the Umbrella Agreement, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Statement of Work and the Umbrella Agreement. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.
27. For the purpose of this Statement of Work, the Ministry Lead and Finance Lead are as follows:

Ministry Lead:

Name:	Shauna Brouwer	Title:	Assistant Deputy Minister Policy and Legislation Division Ministry of Finance
E-mail:	shauna.brouwer@gov.bc.ca	Tel:	(778) 698-1837

Finance DMO Lead:

Master RFP Ref:	RFP #SA – MF4		
Name:	Doug Foster	Title:	ADM, Deputy Minister's Office, Ministry of Finance
E-mail:	Doug.Foster@gov.bc.ca	Tel:	(250) 387-9022

28. The Umbrella Agreement, as amended by this Statement of Work as the case may be, is ratified and confirmed.

Execution and Delivery of Statement of Work:

29. This Statement of Work may be entered into by a separate copy of this Statement of Work being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 of the Umbrella Agreement or any other method agreed to by the parties.

The parties have executed this Statement of Work as follows:

<p>SIGNED on the 13 day of April 2018 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>Dan Perrin</p> <p>_____</p> <p>Print Name(s) Perrin, Thorau and Associates Ltd.</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the 13 day of April 2018 on behalf of the Province by its duly authorized representative</p> <p>_____</p> <p>Signature</p> <p>Shauna Brouwer</p> <p>_____</p> <p>Print Name ADM, Policy and Legislation Division, Ministry of Finance</p> <p>_____</p> <p>Print Title</p>
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APPENDIX 1 – GROUP II RATES EXPENSES FOR CONTRACTORS

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2016 the private mileage allowance is \$.53 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/goods-and-services-catalogue/daily-vehicle-rentals>. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) **Private lodging** (receipts are not required):

\$30.75 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

Appendix 2 – Contractor's Undertaking of Confidentiality

Contractor: Perrin, Thorau and Associates Ltd.

Statement of Work:

1. In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of Cabinet ("Cabinet Committee") or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Statement of Work;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that they become aware of by virtue of this Statement of Work; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;

- (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
- (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Statement of Work other than to communicate it to authorized officials of the Province, and
 - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Statement of Work,

and will not:

- (a) permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws; or
 - (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Statement of Work as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Statement of Work.
7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.

8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
9. The Contractor undertakes on behalf of itself and its employees that it will immediately its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar notify the Ministry or Organizational Lead specified in this Statement of Work, if it or any of instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Ministry or Organizational Lead specified in this Statement of Work, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the 3rd day of April 2018 by the
signatory or signatories: Contractor's authorized

Signature(s)

Dan Perrin

Print Name(s)

Perrin, Thorau and Associates Ltd.

Print Title(s)

Appendix 3 – Subcontractor's Undertaking of Confidentiality

Subcontractor: N/A

Contractor's Statement of Work:

1. In consideration of my role as a subcontractor to **Perrin, Thorau and Associates Ltd.** (the "Contractor"), I, _____ (the "Subcontractor") undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), its Crown corporations, agencies or clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the "Organization");
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of Statement of Work;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of Statement of Work; and
 - (h) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;

- (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under Statement of Work
 4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of Statement of Work, including all copies, derivatives, reports and analysis containing such information.
 5. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry or Organizational Lead specified in Statement of Work, if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the 3rd day of April 2018 by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

N/A

Print Name(s)

Print Title(s)

Appendix 4 – Contractor's Conflict of Interest Disclosure

Contractor: Perrin, Thorau and Associates Ltd.

Statement of Work: Work:

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- ⊙ directorship, employment or contractual interest;
- ⊙ interest in business enterprises or professional practices;
- ⊙ share ownership;
- ⊙ beneficial interest in trusts;
- ⊙ professional or personal association with the Province;
- ⊙ professional association or relationship with other organizations or individuals;
- ⊙ personal association with other organizations or individuals;
- ⊙ family relationship;
- ⊙ any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- ⊙ a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

The Contractor has reviewed this Statement of Work and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work in the space afforded below.

1. A direct or indirect conflict with my/our duties to the Province under this Statement of Work may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):
None

¹ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

None

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving the Province.

Ministry of Finance, MSP Task Force

Ministry of Children and Family Development, Contract Reform

Ministry of Social Development and Poverty Reduction, Basic Income Pilot

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

None

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

None

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

None

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

None

3. A Conflict of Interest with my/our duties to the Province under this Statement of Work may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable). The following discloses employee engagements:

s.21; s.22

4. The following is a list of each Subsidiary² or Affiliate³ of a company listed In Section 1 of this declaration.

None

Company listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>None</i>		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work:

None

Signed this 3rd day of April 2018.

Signature(s)

Title

Dan Perrin
Perrin, Thorau and Associates Ltd.

Appendix 5 – Subcontractor's Conflict of Interest Disclosure

Subcontractor: N/A

Contractor's Statement of Work:

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), and the Contractor's, its employees' and/or its Subcontractor's duty to act for the benefit of another party or the Contractor's, its employees' and/or its Subcontractor's interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect, it may be real or perceived; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- a. directorship, employment or contractual interest;
- b. interest in business enterprises or professional practices;
- c. share ownership;
- d. beneficial interest in trusts;
- e. professional or personal association with the Province;
- f. professional association or relationship with other organizations or individuals;
- g. personal association with other organizations or individuals;
- h. family relationship;
- i. any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- j. a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

_____ (the "Subcontractor" or "I") has reviewed Statement of Work #2017 – FIN (PLD – MSP Task Force) – 1 and read and understood the definition and discussion of the term Conflict

of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist with this Statement of Work in the space afforded below.

1. A direct or indirect conflict with **Perrin, Thorau and Associates Ltd.** (the "Contractor's") duties to the Province under this statement of Work may arise because (please indicate if non-applicable)

- a) I/We, or my/our Associates⁴, hold the following offices (appointed or elected):

Subcontractor to Complete

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

Subcontractor to Complete

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.

Subcontractor to Complete

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

Subcontractor to Complete

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

Subcontractor to Complete

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

Subcontractor to Complete

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

Subcontractor to Complete

3. A Conflict of Interest with the Province or the Contractor's duties to the Province under Statement of Work #2017 – FIN (PLD – MSP Task Force) – 1 may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

Subcontractor to Complete

⁴ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

4. The following is a list of each Subsidiary⁵ or Affiliate⁶ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>Subcontractor to Complete</i>		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work.

Subcontractor to Complete

SIGNED on the 3rd day of April 2018 by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

N/A

Print Name(s)

Print Title(s)

⁵ For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

⁶ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Appendix 6 – Engagement Terms of Reference

BC Real Estate Regulatory Review

Background

BC has regulated the activities of real estate agents and property managers for many decades with several agencies, primarily the Superintendent of Real Estate and the BC Real Estate Council. Since 2005 the BC Real Estate Council has had full self-regulatory authority for licensees. Unlicensed activity remained the responsibility of the Superintendent.

In 2016 housing affordability especially in the lower mainland had become an increasingly important public policy issue. Public and media concerns were growing about some specific real estate practices, particularly the assignment of pre-sale agreements for condominiums, known as shadow flipping. In response, the BC Real Estate Council asked the Superintendent to undertake a review of real estate regulation in BC. The Superintendent appointed and chaired a group known as the Independent Advisory Group (IAG), which issued a report in June, 2016.

In July 2016, the Legislature passed amendments to the Real Estate Services Act that enhanced the role of the Superintendent and changed all of the BC Real Estate Council to government appointees, among other changes.

The Superintendent and BC Real Estate Council are currently experiencing difficulties in working together. In January 2018 the Superintendent applied to the BC Supreme Court to order the BC Real Estate Council to hold a disciplinary hearing in a particular case.

The Task

The purpose of this review is to advise the Minister of Finance on how best to ensure that the regulation of real estate activity in BC appropriately and efficiently protects participants in the real estate market s.13

In undertaking this review, the following matters will be considered:

1. s.13
- 2.
3. The roles, responsibilities and governance of the agencies involved in the regulation of real estate activity in BC;
4. Mechanisms to ensure that regulatory agencies work effectively and efficiently together; and
5. s.13

Terms of the Assignment

The review will be conducted by Dan Perrin of Perrin, Thorau and Associates Ltd. (bio attached) reporting to Shauna Brouwer, Assistant Deputy Minister of Policy and Legislation Division, Ministry of

Finance. The Financial and Corporate Sector Policy Branch will provide information and assistance to the review.

Both the Office of the Superintendent of Real Estate and the BC Real Estate Council will be consulted in undertaking the review s.13

s.13

The review will begin April 6, 2018. The reviewer will provide weekly progress reports, a draft report by May 4, 2018 and a final report by May 11, 2018.

Term of Reference

BC Real Estate Regulatory Review

Background

BC has historically regulated the activities of real estate agents and property managers with several agencies, primarily the Superintendent of Real Estate and the BC Real Estate Council. In 2016, under pressure from the public and the media, the BC Real Estate Council asked the Superintendent to undertake a review of real estate regulation in BC. The Superintendent appointed and chaired a group known as the Independent Advisory Group (IAG), which issued a report in June, 2016.

In July 2016, the Legislature passed amendments to the Real Estate Services Act that enhanced the role of the Superintendent and made the BC Real Estate Council government appointed, among other changes. The amendments also removed rule making powers from the BC Real Estate Council and gave them to the Superintendent.

s.13

The Task

The purpose of this review is to advise the Minister of Finance on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, to ensure that it appropriately and efficiently protects participants in the real estate market.

In undertaking this review, the following matters will be considered:

1. The current roles and responsibilities of the BC Real Estate Council, OSRE and the Ministry of Finance in the regulation of real estate activity in BC including an assessment of which elements of those roles and responsibilities are operating efficiently and which are not.
2. Recommendations on:
 - a. What matters are appropriately the sole or shared responsibilities of the Council, OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity;
 - b. What oversight powers the various agencies should have with respect to one another;
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia;
 - d. How the agencies should communicate with one another about any shared responsibilities;
 - e. What the appropriate number, composition and role of the Council should be;
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Given the recommendations about the roles of Council and OSRE, the appropriate organizational structure, staffing complements and areas of staff

expertise for OSRE. What systemic changes, if any, are needed to ensure effective regulation in the public interest.

Terms of the Assignment

The review will be conducted by Dan Perrin of Perrin, Thorau and Associates Ltd. (bio attached) reporting to Shauna Brouwer, Assistant Deputy Minister of Policy and Legislation Division, Ministry of Finance. The Financial and Corporate Sector Policy Branch will provide information and assistance to the review.

Both the Office of the Superintendent of Real Estate and the BC Real Estate Council will be consulted in undertaking the review s.13
s.13

The review will begin April 16, 2018. The reviewer will provide weekly progress reports, a draft report by May 10, 2018 and a final report by May 31, 2018.

DAN PERRIN

Dan is a principal in Perrin, Thorau and Associates Ltd., a public policy consultancy based in Victoria, British Columbia and established in October, 1994. The firm provides advice to public sector clients and First Nations on public policy issues, particularly in the fields of financial administration, public sector accountability, fiscal, economic, tax and regulatory policy, transportation policy, natural resource policy, environmental policy, and social policy.

As a former senior public servant, Dan has a wealth of experience with the processes of government. From 1981 to 1994, Dan held various positions of increasing responsibility with the provincial government, including assistant deputy minister level positions in the (then) Ministry of Social Services and the Office of the Premier, and director level positions in the Ministries of Environment, Lands and Parks and Finance and Corporate Relations. Areas of responsibility included financial management, environmental policy, financial and corporate regulatory policy, taxation policy and fiscal policy.

Dan has been involved as a consultant in many of the significant policy issues since 1994, including implementation of financial management provisions under the Maanulth Treaty with the Huu-ay-aht First Nations, the 1999 Enns Report on budget transparency and government accountability as well as redrafting BC's provincial government financial administration legislation, establishment of the not-for-profit Freshwater Fisheries BC, development of the BC Carbon Tax, funding of postsecondary education, funding of TransLink, regulation of ICBC and expansion of the UBC medical school.

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: April 17, 2018 3:32 PM
To: Dan Perrin (dan@perrinthorau.ca)
Cc: Brouwer, Shauna FIN:EX
Subject: For Execution thx SOW RECBC and OSRE
Attachments: SOW #2018 - FIN (RE Reg Review) - 1.docx; Real Estate Regulatory Review ToR.PDF

Hi Dan,

Attached is the SOW and TOR for the review. If you are in agreement please execute and return to me.

By way of an update the NR has been changed to tomorrow at 10:30 and I will be providing OSRE and RECBC with an embargo copy at 8:30 am

Thank you,

Shauna Brouwer, MBA

| Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance | Cell s.17

STATEMENT OF WORK
BUSINESS ADVISOR – STRATEGIC INITIATIVES – Version Final

Contractor	Perrin, Thorau and Associates Ltd.
Supplier#	916361-001
Contract ID#	C16CFFS34889
Master RFP Reference#	RFP#SA-MF4
Statement of Work Ref#	2018 - FIN (RE Reg Review) - 1

WHEREAS:

- A. The parties entered into a General Service Agreement dated March 1, 2016 (the "Umbrella Agreement"), that contemplates Her Majesty the Queen in the Right of the Province of British Columbia (the "Province") retaining **Perrin, Thorau and Associates Ltd.** (the "Contractor") to to cause **Dan Perrin** to provide specified services in accordance with certain terms and conditions, set out in a Statement of Work, once it has been agreed upon and executed by both parties;
- B. The Umbrella Agreement requires that the Contractor deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of:
1. an "Undertaking of Confidentiality" that covers each and all of the Contractor and its employees, in the form attached as Appendix 2 to this Statement of Work, before starting work under each Statement of Work;
 2. an "Undertaking of Confidentiality" that covers each Subcontractor and its employee(s), in the form attached as Appendix 3 to this Statement of Work, before a Subcontractor starts work under each Statement of Work;
 3. a "Conflict of Interest Disclosure" that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 4 to this Statement of Work, before starting work under each Statement of Work; and
 4. a "Conflict of Interest Disclosure" that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 5 to this Statement of Work, before the Subcontractor starts work under each Statement of Work; and
- C. The parties wish to enter a Statement of Work as contemplated in the Umbrella Agreement.

NOW THEREFORE in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

Agreement:

1. Any amendments to the Umbrella Agreement set out in this Statement of Work only apply to this Statement of Work and do not apply to or vary the Umbrella Agreement for the purposes of other Statements of Work that the parties may enter into.

Term:

2. This Statement of Work Term commences on **April 16, 2018** and ends on **June 30, 2018**.

Services:

3. The Contractor and its Sub-contractor will provide the Services described in this Statement of Work.

The Ministry of Finance ("the Ministry") plays a key role in establishing, implementing, reviewing and overseeing government's economic, fiscal, and financial management policies, decisions, and initiatives, as well as a number of financial and corporate regulatory functions. The Ministry draws on both internal and external resources to plan and carry out its mandate.

Key responsibilities of the Ministry include policy development, regulation and enforcement for specific sectors including financial services, capital markets, pension plans, mortgage broker sectors, real estate services and societies.

The Office of the Superintendent of Real Estate (OSRE) was created in 2016 after significant changes were made to the *Real Estate Services Act* to increase oversight of the real estate industry and enhance consumer protection. The Superintendent has direct oversight of the Real Estate Council of BC, a Crown agency responsible for licensing individuals and brokerages engaged in real estate sales. The Superintendent has statutory powers to protect consumers by ensuring developers adhere to disclosure requirements and by establishing requirements that govern the conduct of real estate licensees.

As part of its ongoing reviews of various programs and practices, the Ministry intends to review the regulation of real estate activity in British Columbia and requires the expert services of the Contractor to assist it in that process. The Contractor will undertake a review of the current state and develop and present recommendations for the Minister of Finance to consider on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, to ensure that it appropriately and efficiently protects participants in the real estate market.

Under direction of the Ministry Lead, the Contractor will:

1. Review and assess the current roles and responsibilities of the BC Real Estate Council, the OSRE and the Ministry of Finance in the regulation of real estate activity in BC, including an assessment of which elements of those roles and responsibilities are operating efficiently and which may offer opportunities for improvement.
2. Based on findings in the review, the Contractor will prepare recommendations related to the following areas and questions:
 - a. What matters are appropriately the sole or shared responsibilities of the Council, the OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity?
 - b. What oversight powers the various agencies should have with respect to one another?
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia?
 - d. How the agencies should communicate with one another about any shared responsibilities?
 - e. What the appropriate number, composition and role of the Council should be?
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Assuming that recommendations address the roles of Council and the OSRE; the appropriate organizational structure(s), staffing complements; and areas of staff expertise for the OSRE, what systemic changes, if any, are needed to ensure effective provincial real estate activity regulation in the public interest.

Further detail is provided in Appendix 6.

3. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, a **Draft Report** of findings, conclusions and recommendations.
 4. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, a **Final Report** of findings, conclusions and recommendations, having taken into consideration any feedback received on the Draft Report from the Ministry Lead, or such other person(s) designated by the Ministry Lead.
 5. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, progress reports on work in this sections.
 6. Provide other related services as may be mutually agreed to by the Ministry Lead and the Contractor.
4. In the event that the Contractor wishes for a person (Subcontractor), other than the Contractor and/or those persons identified in this Statement of Work, to deliver any or all of the Services, the Contractor will seek and obtain the prior written approval of the

Ministry Lead, or such other person as the Ministry Lead may designate.

5. Prior to commencing the Services, the Contractor, must deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of the "Conflict of Interest Disclosure", attached as Appendix 2 to this Statement of Work; and the "Undertaking of Confidentiality", attached as Appendix 4 to this Statement of Work.
6. To the extent that other persons have been identified and approved under sections 4 and 23, the Contractor must deliver to the Ministry Lead, or such other person as the Ministry Lead may designate, a fully completed and signed "Conflict of Interest Disclosure" and "Undertaking of Confidentiality" for each of those persons, attached as Appendix 3 and Appendix 5 to this Statement of Work.

Deliverables:

7. Before the term end of this Statement of Work, the Contractor will prepare and deliver to the Ministry Lead or such other person or group as the Ministry Lead may designate, the following (specified for the purposes of this Statement of Work as the "Final Deliverables" in Table 1) by the dates specified, unless otherwise approved by the Ministry Lead or such other person or group as the Ministry Lead may designate:

Table 1

Services Ref.	Deliverable	Milestone Date
3.3	Prepare and submit: <ul style="list-style-type: none">• Draft Report	May 10, 2018
3.4	<ul style="list-style-type: none">• Final Report	June 15, 2018
3.5	Provide ongoing engagement progress reports.	Ongoing
3.6	Provide other related services as may be mutually agreed.	TBD

If requested, before or in parallel with commencing the Services, the Contractor shall prepare for the approval of the Ministry Lead, or such other person as the Ministry Lead may designate, a **Project Implementation Plan** including but not limited to: a project communications approach; a Project Charter; a work plan with timelines and milestones; a project risk management plan; and a listing of the proposed project team members and credentials.

8. The form and content of reports and other deliverables, including ongoing progress reports in sections 3 and 7, will be mutually agreed to between the Contractor and the Ministry Lead, or such other person as the Ministry Lead may designate.

Reporting Accountability and Support:

9. The Contractor will report to Ministry Lead, or such other person as the Ministry Lead may designate.
10. The Ministry will make reasonable efforts to provide or to assist the Contractor and the Subcontractor with obtaining timely access to information and personnel that the Ministry and the Contractor mutually agree is required for the Contractor to perform the Services.
11. The Contractor and Subcontractor will rely on information provided to it by the Ministry or other parties authorized to provide such information, and will make all reasonable efforts to independently verify its accuracy and completeness within the time and provisions of any approved Project Implementation Plans prepared as part of this Statement of Work.
12. On an ongoing basis, the Ministry Lead and Contractor (including Subcontractor) will mutually review the Services, Project Implementation Plan and project timelines to confirm the appropriateness of, or amend the identified Services, Project Implementation Plan and timelines.

Project Material

13. All material owned by the Contractor prior to the commencement of this Statement of Work is the property of the Contractor. All material received, created or disbursed under this Statement of Work is the property of the Ministry and may be subject to the *Freedom of Information and Privacy Protection Act*.
14. The form, content and timing of reports/other deliverables, including ongoing progress reports, to the extent it is not defined in this Statement of Work, will be mutually agreed to between the Contractor and the Ministry Lead or such other person as the Ministry Lead may designate.
15. Further to sections 5.3 and 6 of the Umbrella Agreement, should the Contractor be required to comply with a professional standard that requires the retention of and access to records owned by the Province under this **Statement of Work #2018 - FIN (RE Reg Review) - 1** by persons other than those that are covered by and subject to an "Undertaking of Confidentiality" and a "Conflict of Interest Disclosure" as further described in Appendices 2 – 5 of this statement of work, the Contractor will provide to the Ministry Lead a list of such records and an additional "Undertaking of Confidentiality" and "Conflict of Interest Disclosure" for each such person.

Fees and Expenses:

16. Despite sections 17 through 20 of this Statement of Work, \$35,000 (CDN) is the *maximum amount* which the Province is obliged to pay to the Contractor for fees and expenses under this Statement of Work (exclusive of any applicable taxes described or referenced in section 3.1(c) of the Umbrella Agreement) without prior written approval from the Finance Lead or such other person as the Finance Lead may designate. This includes both fees and travel/other expenses.
17. Fees at the hourly rate specified below for those hours during the Term when the Contractor or Subcontractor provides the Services. Contractor rates shall not exceed those already approved under and existing contract with the Ministry of Finance as per Table 2.

As part of this Statement of Work, the Ministry Lead and Finance Lead may approve rates for Subcontractors that exceed the prior-approved Contractor rate, provided that:

- (a) The majority of work is carried out by the Contractor and use of an approved Subcontractor is for a short-term period only; and
- (b) Overall costs of the Statement of Work are lower for provincial taxpayers than other proposals received by the Ministry.

Table 2

Personnel	Hourly rate (\$CDN)
Contractor's Key Personnel:	
Dan Perrin	\$21
Subcontractor(s) -	
N/A	

18. Fees at an hourly rate approved in advance in writing by the Ministry Lead or such other person as the Ministry Lead may designate for those hours during the Term when an additional approved Subcontractor or Key Personnel of the Contractor provides the Services.
19. The Ministry Lead or such other person as the Ministry Lead may designate will not approve an hourly rate for a Subcontractor or Key Personnel that exceeds the rates approved for persons identified in section 17 for comparable services.
20. Subject to sections 21 and 22 of this Statement of Work, the Contractor's claim will include:
- (a) the Contractor's travel, accommodation and meal expenses for travel greater than 32 kilometers away from the Contractor's mailing address on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix 1 – Group II Rates Expenses for Contractors); and
 - (b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

21. Travel and expense authorizations will be subject to prior approval by the Ministry Lead or such other person as the Ministry Lead may designate.

Statements of Account:

22. In order to obtain payment of any fees and expenses under this Statement of Work for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:
- (a) the Contractor's legal name and address;
 - (b) the date of the statement, and the Billing Period to which the statement pertains;
 - (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
 - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
 - (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
 - (f) a description of this Statement of Work;
 - (g) the following coding:
Client: 022 RC: 32063 SL: 34083 STOB: 60 Project: 3200000
 - (h) a statement number for identification; and
 - (i) any other billing information reasonably requested by the Province.

Subcontractors and Key Personnel:

23. N/A is named as an approved Subcontractor for the purposes of this Statement of Work.
24. Without limiting the generality of sections 2.5 and 13.4 of the Umbrella Agreement [*Standards in relation to persons performing Services and Subcontracting*], the Contractor is responsible for the work of the Subcontractor in providing the Services under this Statement of Work.

25. If seeking the Province's prior written approval under sections 13.4 or 13.12 of the Umbrella Agreement [*Subcontracting and Key Personnel*], the Contractor will submit to the Ministry Lead or such other person as the Ministry Lead may designate a listing of the hourly rates to be changed for such persons for prior written approval.

Payments Due:

26. Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Statement of Work and the Umbrella Agreement, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Statement of Work and the Umbrella Agreement. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.
27. For the purpose of this Statement of Work, the Ministry Lead and Finance Lead are as follows:

Ministry Lead:

Name:	Shauna Brouwer	Title:	Assistant Deputy Minister Policy and Legislation Division Ministry of Finance
E-mail:	shauna.brouwer@gov.bc.ca	Tel:	(778) 698-1837

Finance DMO Lead:

Master RFP Ref:	RFP #SA – MF4		
Name:	Doug Foster	Title:	ADM, Deputy Minister's Office, Ministry of Finance
E-mail:	Doug.Foster@gov.bc.ca	Tel:	(250) 387-9022

28. The Umbrella Agreement, as amended by this Statement of Work as the case may be, is ratified and confirmed.

Execution and Delivery of Statement of Work:

29. This Statement of Work may be entered into by a separate copy of this Statement of Work being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 of the Umbrella Agreement or any other method agreed to by the parties.

The parties have executed this Statement of Work as follows:

<p>SIGNED on the 16 day of April 2018 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>Dan Perrin</p> <p>_____</p> <p>Print Name(s)</p> <p>Perrin, Thorau and Associates Ltd.</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the 16 day of April 2018 on behalf of the Province by its duly authorized representative</p> <p>_____</p> <p>Signature</p> <p>Shauna Brouwer</p> <p>_____</p> <p>Print Name</p> <p>ADM, Policy and Legislation Division, Ministry of Finance</p> <p>_____</p> <p>Print Title</p>
---	---

APPENDIX 1 – GROUP II RATES EXPENSES FOR CONTRACTORS

APPENDIX 1 – Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2016 the private mileage allowance is \$.53 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bld-resources/goods-and-services-catalogue/daily-vehicle-rentals>. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) **Private lodging** (receipts are not required):

\$30.75 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

Appendix 2 – Contractor's Undertaking of Confidentiality

Contractor: Perrin, Thorau and Associates Ltd.

Statement of Work: #2018 - FIN (RE Reg Review) - 1

1. In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of Cabinet ("Cabinet Committee") or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Statement of Work;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that they become aware of by virtue of this Statement of Work; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;

- (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
- 3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
 - (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Statement of Work other than to communicate it to authorized officials of the Province, and
 - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Statement of Work,and will not:
 - (a) permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws; or
 - (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
- 4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Statement of Work as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
- 5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
- 6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Statement of Work.
- 7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.

8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
9. The Contractor undertakes on behalf of itself and its employees that it will immediately its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar notify the Ministry or Organizational Lead specified in this Statement of Work, if it or any of instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Ministry or Organizational Lead specified in this Statement of Work, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the 16th day of April 2018 by the
signatory or signatories: Contractor's authorized

Signature(s)

Dan Perrin

Print Name(s)

Perrin, Thorau and Associates Ltd.

Print Title(s)

Appendix 3 – Subcontractor's Undertaking of Confidentiality

Subcontractor: N/A

Contractor's Statement of Work: #2018 - FIN (RE Reg Review) - 1

1. In consideration of my role as a subcontractor to **Perrin, Thorau and Associates Ltd.** (the "Contractor"), I, _____ (the "Subcontractor") undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), its Crown corporations, agencies or clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the "Organization");
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of Statement of Work;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of Statement of Work; and
 - (h) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;

- (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under Statement of Work
 4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of Statement of Work, including all copies, derivatives, reports and analysis containing such information.
 5. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry or Organizational Lead specified in Statement of Work, if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the 16th day of April 2018 by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

N/A

Print Name(s)

Print Title(s)

Appendix 4 – Contractor's Conflict of Interest Disclosure

Contractor: Perrin, Thorau and Associates Ltd.

Statement of Work: Work: #2018 - FIN (RE Reg Review) - 1

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- ⦿ directorship, employment or contractual interest;
- ⦿ interest in business enterprises or professional practices;
- ⦿ share ownership;
- ⦿ beneficial interest in trusts;
- ⦿ professional or personal association with the Province;
- ⦿ professional association or relationship with other organizations or individuals;
- ⦿ personal association with other organizations or individuals;
- ⦿ family relationship;
- ⦿ any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- ⦿ a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

The Contractor has reviewed this Statement of Work and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work in the space afforded below.

1. A direct or indirect conflict with my/our duties to the Province under this Statement of Work may arise because (please indicate if non-applicable):

- a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):
None

¹ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

None

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving the Province.

Ministry of Finance, MSP Task Force

Ministry of Children and Family Development, Contract Reform

Ministry of Social Development and Poverty Reduction, Basic Income Pilot

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

None

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

None

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

None

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

None

3. A Conflict of Interest with my/our duties to the Province under this Statement of Work may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable). The following discloses employee engagements:

s.21; s.22

4. The following is a list of each Subsidiary² or Affiliate³ of a company listed In Section 1 of this declaration.

None

Company listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>None</i>		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work:

None

Signed this 16th day of April 2018.

Signature(s)

Title

Dan Perrin

Perrin, Thorau and Associates Ltd.

Appendix 5 – Subcontractor's Conflict of Interest Disclosure

Subcontractor: N/A

Contractor's Statement of Work: #2018 - FIN (RE Reg Review) - 1

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), and the Contractor's, its employees' and/or its Subcontractor's duty to act for the benefit of another party or the Contractor's, its employees' and/or its Subcontractor's interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect, it may be real or perceived; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- a. directorship, employment or contractual interest;
- b. interest in business enterprises or professional practices;
- c. share ownership;
- d. beneficial interest in trusts;
- e. professional or personal association with the Province;
- f. professional association or relationship with other organizations or individuals;
- g. personal association with other organizations or individuals;
- h. family relationship;
- i. any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- j. a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

_____ (the "Subcontractor" or "I") has reviewed Statement of Work #2018 - FIN (RE Reg Review) - 1 and read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist with this Statement of Work in the spaced afforded below.

1. A direct or indirect conflict with **Perrin, Thorau and Associates Ltd.** (the "Contractor's") duties to the to the Province under this statement of Work may arise because (please indicate if non- applicable)
 - a) I/We, or my/our Associates⁴, hold the following offices (appointed or elected):

Subcontractor to Complete

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

Subcontractor to Complete

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.

Subcontractor to Complete

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

Subcontractor to Complete

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

Subcontractor to Complete

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

Subcontractor to Complete

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

Subcontractor to Complete

3. A Conflict of Interest with the Province or the Contractor's duties to the Province under Statement of Work #2018 - FIN (RE Reg Review) - 1 may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

Subcontractor to Complete

⁴ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

4. The following is a list of each Subsidiary⁵ or Affiliate⁶ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>Subcontractor to Complete</i>		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work.

Subcontractor to Complete

SIGNED on the 16th day of April 2018 by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

N/A

Print Name(s)

Print Title(s)

⁵ For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

⁶ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Appendix 6 – Engagement Terms of Reference

Term of Reference

B.C. Real Estate Regulatory Review

Background

B.C. has historically regulated the activities of real estate agents and property managers with several agencies, primarily the Superintendent of Real Estate (The Superintendent) and the Real Estate Council of British Columbia (RECBC). In 2016, under pressure from the public and the media, RECBC asked The Superintendent to undertake a review of real estate regulation in BC. The Superintendent appointed and chaired a group known as the Independent Advisory Group (IAG), which issued a report in June, 2016.

In July 2016, the Legislature passed amendments to the Real Estate Services Act that enhanced the role of The Superintendent and made RECBC government-appointed, among other changes. The amendments also removed rulemaking powers from RECBC and gave them to The Superintendent.

Since then, the working relationship between The Superintendent and RECBC has deteriorated.

The Task

The purpose of this review is to advise the Minister of Finance on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, to ensure that it appropriately and efficiently protects participants in the real estate market.

In undertaking this review, the following matters will be considered:

1. The current roles and responsibilities of RECBC, the Office of the Superintendent of Real Estate (OSRE) and the Ministry of Finance in the regulation of real estate activity in B.C. including an assessment of which elements of those roles and responsibilities are operating efficiently and which are not.
2. Recommendations on:
 - a. What matters are appropriately the sole or shared responsibilities of RECBC, OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity;
 - b. What oversight powers the various agencies should have with respect to one another;
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia;
 - d. How the agencies should communicate with one another about any shared responsibilities;
 - e. What the appropriate number, composition and role of RECBC should be;
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Given the recommendations about the roles of RECBC and OSRE, the appropriate organizational structure, staffing complements and areas of staff expertise for OSRE. What systemic changes, if any, are needed to ensure effective regulation in the public interest.

Terms of the Assignment

The review will be conducted by Dan Perrin of Perrin, Thorau and Associates Ltd. (bio attached) reporting to Shauna Brouwer, Assistant Deputy Minister of Policy and Legislation Division, Ministry of Finance. The Financial and Corporate Sector Policy Branch will provide information and assistance to the review.

Both OSRE and RECBC will be consulted in undertaking the review.

The review will begin April 18, 2018. The reviewer will provide weekly progress reports, a draft report by May 10, 2018 and a final report by June 15, 2018.

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: April 18, 2018 8:18 AM
To: Noseworthy, Micheal FIN:EX; Vandall, Jonathan FIN:EX
Cc: Peters, Melissa GCPE:EX; Brouwer, Shauna FIN:EX
Subject: ASSISTANCE REQUIRED> B.C. Real Estate Regulatory Review (EMBARGOED)
Attachments: Real Estate Regulatory Review ToR.pdf; 2018FIN0014-000654.pdf

Dear Michael and Jonathan,

Further to our conversations regarding the Ministry of Finance's intention to conduct a review of the way B.C. real estate activity is regulated, I'm pleased to advise that a firm has been contracted to complete this work.

As noted in the attached (currently embargoed) news release that is scheduled to be sent out at 10:30 today, Dan Perrin of Perrin, Thorau and Associates Ltd. will be working on this project starting this week, with a final report due by Friday, June 15. I'm attaching both the Terms of Reference, and Dan Perrin's bio for your reference.

As stated in the TOR, Dan will be consulting with your office through the review period. As such, could you please forward to me the contact information for the person he should be working with?

Thank you for your assistance with this review – please do not hesitate to contact me should you have any questions.

Shauna Brouwer, MBA

[Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance]

NEWS RELEASE

For Immediate Release
2018FIN0014-000654
April 18, 2018

Ministry of Finance

Review of real estate regulators to strengthen protections

VICTORIA – The Province is launching a review of B.C.'s real estate regulators to make sure that British Columbians are effectively protected, announced Finance Minister Carole James.

"Buying and selling property can be stressful, and people need to trust the professionals they are working with," said James. "Our duty as a government is to make sure the regulatory system is protecting people and functioning effectively. We're launching a review of the province's real estate regulators, to make sure they're acting in the best interest of British Columbians."

The review will examine the roles and responsibilities of the Real Estate Council of British Columbia and the Office of the Superintendent of Real Estate. Topics under review include the appropriate structure and composition of the regulators, how they should communicate, mechanisms for resolving disputes, and how to divide responsibility for matters such as licensee qualifications and rule making.

The purpose of this review is to ensure B.C.'s regulatory system is protecting consumers in the real estate market. The review will provide recommendations to the Minister of Finance for consideration by June 15, 2018.

Quick Facts:

- Dan Perrin, of Perrin, Thorau and Associates Ltd., will lead the review.
- Perrin is a highly experienced former public servant and has completed several other reviews for government.

Contact:

Sonja Zoeller
Media Relations
Ministry of Finance
Sonja.Zoeller@gov.bc.ca
250 387-1248

Connect with the Province of B.C. at: news.gov.bc.ca/connect

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: April 18, 2018 8:18 AM
To: 'eseeley@REBC.ca'
Cc: Peters, Melissa GCPE:EX; Brouwer, Shauna FIN:EX
Subject: ASSISTANCE REQUIRED>B.C. Real Estate Regulatory Review (EMBARGOED)
Attachments: Real Estate Regulatory Review ToR.pdf; 2018FIN0014-000654.pdf

Dear Erin,

Further to our conversations regarding the Ministry of Finance's intention to conduct a review of the way B.C. real estate activity is regulated, I'm pleased to advise that a firm has been contracted to complete this work.

As noted in the attached (currently embargoed) news release that is scheduled to be sent out at 10:30 today, Dan Perrin of Perrin, Thorau and Associates Ltd. will be working on this project starting this week, with a final report due by Friday, June 15. I'm attaching both the Terms of Reference, and Dan Perrin's bio for your reference.

As stated in the TOR, Dan will be consulting with your office through the review period. As such, could you please forward to me the contact information for the person he should be working with?

Thank you for your assistance with this review – please do not hesitate to contact me should you have any questions.

Shauna Brouwer, MBA

| Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance |

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: April 18, 2018 11:13 AM
To: Erin Seeley (eseeley@recbc.ca)
Cc: Peters, Melissa GCPE:EX; Brouwer, Shauna FIN:EX
Subject: Updated ASSISTANCE REQUIRED>B.C. Real Estate Regulatory Review (EMBARGOED)
Attachments: 2018FIN0014-000654.pdf; Real Estate Regulatory Review ToR - FINAL.PDF

Erin,
Thank you for the timely feedback attached is the updated document for your reference.
Shauna

From: Brouwer, Shauna FIN:EX
Sent: Wednesday, April 18, 2018 9:11 AM
To: Erin Seeley
Subject: ASSISTANCE REQUIRED>B.C. Real Estate Regulatory Review (EMBARGOED)

Sent from my iPhone

Begin forwarded message:

From: "Brouwer, Shauna FIN:EX" <Shauna.Brouwer@gov.bc.ca>
Date: April 18, 2018 at 8:17:35 AM PDT
To: "eseeley@REBC.ca" <eseeley@REBC.ca>
Cc: "Peters, Melissa GCPE:EX" <Melissa.Peters@gov.bc.ca>, "Brouwer, Shauna FIN:EX" <Shauna.Brouwer@gov.bc.ca>
Subject: ASSISTANCE REQUIRED>B.C. Real Estate Regulatory Review (EMBARGOED)

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Shauna Brouwer, MBA

| Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance |

Terms of Reference

B.C. Real Estate Regulatory Review

Background

B.C. has historically regulated the activities of real estate agents and property managers with several agencies, primarily the Superintendent of Real Estate (The Superintendent) and the Real Estate Council of British Columbia (RECBC). In 2016, under pressure from the public and the media, RECBC asked The Superintendent to undertake a review of real estate regulation in BC. The Superintendent appointed and chaired a group known as the Independent Advisory Group (IAG), which issued a report in June, 2016.

In July 2016, the Legislature passed amendments to the Real Estate Services Act that enhanced the role of The Superintendent and made RECBC government-appointed, among other changes. The amendments also removed rulemaking powers from RECBC and gave them to The Superintendent.

The Task

The purpose of this review is to advise the Minister of Finance on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, to ensure that it appropriately and efficiently protects participants in the real estate market.

In undertaking this review, the following matters will be considered:

1. The current roles and responsibilities of RECBC, the Office of the Superintendent of Real Estate (OSRE) and the Ministry of Finance in the regulation of real estate activity in B.C. including an assessment of which elements of those roles and responsibilities are operating efficiently and which are not.
2. Recommendations on:
 - a. What matters are appropriately the sole or shared responsibilities of RECBC, OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity;
 - b. What oversight powers the various agencies should have with respect to one another;
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia;
 - d. How the agencies should communicate with one another about any shared responsibilities;
 - e. What the appropriate number, composition and role of RECBC should be;
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Given the recommendations about the roles of RECBC and OSRE, the appropriate organizational structure, staffing complements and areas of staff expertise for OSRE. What systemic changes, if any, are needed to ensure effective regulation in the public interest.

Terms of the Assignment

The review will be conducted by Dan Perrin of Perrin, Thorau and Associates Ltd. (bio attached) reporting to Shauna Brouwer, Assistant Deputy Minister of Policy and Legislation Division, Ministry of Finance. The Financial and Corporate Sector Policy Branch will provide information and assistance to the review.

Both OSRE and RECBC will be consulted in undertaking the review.

The review will begin April 18, 2018. The reviewer will provide weekly progress reports, a draft report by May 10, 2018 and a final report by June 15, 2018.

Attachment

DAN PERRIN

Dan is a principal in Perrin, Thorau and Associates Ltd., a public policy consultancy based in Victoria, British Columbia and established in October, 1994. The firm provides advice to public sector clients and First Nations on public policy issues, particularly in the fields of financial administration, public sector accountability, fiscal, economic, tax and regulatory policy, transportation policy, natural resource policy, environmental policy, and social policy.

As a former senior public servant, Dan has a wealth of experience with the processes of government. From 1981 to 1994, Dan held various positions of increasing responsibility with the provincial government, including assistant deputy minister level positions in the (then) Ministry of Social Services and the Office of the Premier, and director level positions in the Ministries of Environment, Lands and Parks and Finance and Corporate Relations. Areas of responsibility included financial management, environmental policy, financial and corporate regulatory policy, taxation policy and fiscal policy.

Dan has been involved as a consultant in many of the significant policy issues since 1994, including implementation of financial management provisions under the Maanulth Treaty with the Huu-ay-aht First Nations, the 1999 Enns Report on budget transparency and government accountability as well as redrafting BC's provincial government financial administration legislation, establishment of the not-for-profit Freshwater Fisheries BC, development of the BC Carbon Tax, funding of postsecondary education, funding of TransLink, regulation of ICBC and expansion of the UBC medical school.

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: April 18, 2018 11:17 AM
To: Noseworthy, Micheal FIN:EX; Vandall, Jonathan FIN:EX
Cc: Peters, Melissa GCPE:EX; Brouwer, Shauna FIN:EX
Subject: updated ASSISTANCE REQUIRED>B.C. Real Estate Regulatory Review (EMBARGOED)
Attachments: 2018FIN0014-000654.pdf; Real Estate Regulatory Review ToR - FINAL.PDF

Michael and Jonathan,
Just a follow up to some concerns addressed at the staff level. I attached the updated document.
Appreciate the timely response.
Shauna

From: Brouwer, Shauna FIN:EX
Sent: Wednesday, April 18, 2018 8:18 AM
To: Noseworthy, Micheal FIN:EX; Vandall, Jonathan FIN:EX
Cc: Peters, Melissa GCPE:EX; Brouwer, Shauna FIN:EX
Subject: ASSISTANCE REQUIRED>B.C. Real Estate Regulatory Review (EMBARGOED)

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Shauna Brouwer, MBA

| Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance |

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: April 18, 2018 11:56 AM
To: Dan Perrin (dan@perrinthorau.ca)
Cc: Brouwer, Shauna FIN:EX
Subject: B.C. Real Estate Regulatory Review OSRE contact

From: Noseworthy, Micheal FIN:EX
Sent: Wednesday, April 18, 2018 11:30 AM
To: Brouwer, Shauna FIN:EX; Vandall, Jonathan FIN:EX
Cc: Peters, Melissa GCPE:EX; Brown, Irene FIN:EX
Subject: RE: updated ASSISTANCE REQUIRED>B.C. Real Estate Regulatory Review (EMBARGOED)

Thanks Shauna,

We're happy to provide our assistance in the review and appreciate the opportunity to participate. I will take the lead in terms of a contact person, so you can forward Dan my contact info and / or the info for my EA, Irene Brown:

Email: irene.brown@gov.bc.ca Tel: 778 879-2564

Thank you,

Mike

Micheal Noseworthy,
Superintendent of Real Estate

Office of the Superintendent of Real Estate
2800-555 West Hastings St.
Vancouver, BC V6B 4N6
Phone: (604) 660-1883
Email: micheal.noseworthy@gov.bc.ca
www.gov.bc.ca/osre



Office of the
Superintendent of
Real Estate

Brouwer, Shauna FIN:EX

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Sent: April 18, 2018 11:30 AM
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Email: Irene.brown@gov.bc.ca Tel: 778 879-2564

Thank you,

Mike

Micheal Noseworthy,
Superintendent of Real Estate

Office of the Superintendent of Real Estate
2800-555 West Hastings St.
Vancouver, BC V6B 4N6
Phone: (604) 660-1883
Email: micheal.noseworthy@gov.bc.ca
www.gov.bc.ca/osre



Office of the
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Shauna Brouwer, MBA

[Assistant Deputy Minister, Policy and Legislation Division, Ministry of Finance]

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: April 18, 2018 2:06 PM
To: Dan Perrin (dan@perrinthorau.ca)
Cc: Foster, Doug FIN:EX; Brouwer, Shauna FIN:EX
Subject: Signed copy Contract C16CFFS34889 Perrin, Thorau & Associates signed SOW
Attachments: C16CFFS34889 Perrin, Thorau and Associates20180418.pdf

A copy for your files.
Thank you,
Shauna

STATEMENT OF WORK
BUSINESS ADVISOR – STRATEGIC INITIATIVES – Version Final

Contractor	Perrin, Thorau and Associates Ltd.
Supplier#	916361-001
Contract ID#	C16CFFS34889
Master RFP Reference#	RFP#SA-MF4
Statement of Work Ref#	2018 - FIN (RE Reg Review) - 1

WHEREAS:

- A. The parties entered into a General Service Agreement dated March 1, 2016 (the "Umbrella Agreement"), that contemplates Her Majesty the Queen in the Right of the Province of British Columbia (the "Province") retaining **Perrin, Thorau and Associates Ltd.** (the "Contractor") to to cause **Dan Perrin** to provide specified services in accordance with certain terms and conditions, set out in a Statement of Work, once it has been agreed upon and executed by both parties;
- B. The Umbrella Agreement requires that the Contractor deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of:
1. an "Undertaking of Confidentiality" that covers each and all of the Contractor and its employees, in the form attached as Appendix 2 to this Statement of Work, before starting work under each Statement of Work;
 2. an "Undertaking of Confidentiality" that covers each Subcontractor and its employee(s), in the form attached as Appendix 3 to this Statement of Work, before a Subcontractor starts work under each Statement of Work;
 3. a "Conflict of Interest Disclosure" that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 4 to this Statement of Work, before starting work under each Statement of Work; and
 4. a "Conflict of Interest Disclosure" that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 5 to this Statement of Work, before the Subcontractor starts work under each Statement of Work; and
- C. The parties wish to enter a Statement of Work as contemplated in the Umbrella Agreement.

JB 1/12/22

NOW THEREFORE in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

Agreement:

1. Any amendments to the Umbrella Agreement set out in this Statement of Work only apply to this Statement of Work and do not apply to or vary the Umbrella Agreement for the purposes of other Statements of Work that the parties may enter into.

Term:

2. This Statement of Work Term commences on April 16, 2018 and ends on June 30, 2018.

Services:

3. The Contractor and its Sub-contractor will provide the Services described in this Statement of Work.

The Ministry of Finance ("the Ministry") plays a key role in establishing, implementing, reviewing and overseeing government's economic, fiscal, and financial management policies, decisions, and initiatives, as well as a number of financial and corporate regulatory functions. The Ministry draws on both internal and external resources to plan and carry out its mandate.

Key responsibilities of the Ministry include policy development, regulation and enforcement for specific sectors including financial services, capital markets, pension plans, mortgage broker sectors, real estate services and societies.

The Office of the Superintendent of Real Estate (OSRE) was created in 2016 after significant changes were made to the *Real Estate Services Act* to increase oversight of the real estate industry and enhance consumer protection. The Superintendent has direct oversight of the Real Estate Council of BC, a Crown agency responsible for licensing individuals and brokerages engaged in real estate sales. The Superintendent has statutory powers to protect consumers by ensuring developers adhere to disclosure requirements and by establishing requirements that govern the conduct of real estate licensees.

As part of its ongoing reviews of various programs and practices, the Ministry intends to review the regulation of real estate activity in British Columbia and requires the expert services of the Contractor to assist it in that process. The Contractor will undertake a review of the current state of real estate regulation and develop and present recommendations for the Minister of Finance to consider on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, the purpose of the review is to ensure that real estate regulation appropriately and efficiently protects participants in the real estate

market.

Under direction of the Ministry Lead, the Contractor will:

1. Review and assess the current roles and responsibilities of the BC Real Estate Council, the OSRE and the Ministry of Finance in the regulation of real estate activity in BC, including an assessment of which elements of those roles and responsibilities are operating efficiently and effectively, and which may offer opportunities for improvement.
2. Based on findings in the review, the Contractor will prepare recommendations related to the following areas and questions:
 - a. What matters are appropriately the sole or shared responsibilities of the Council, the OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity?
 - b. What oversight powers the various agencies should have with respect to one another?
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia?
 - d. How the agencies should communicate with one another about any shared responsibilities?
 - e. What the appropriate number, composition and role of the Council should be?
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Assuming that recommendations address the roles of Council and the OSRE: the appropriate organizational structure(s), staffing complements and areas of staff expertise for the OSRE; and, what systemic changes, if any, are needed to ensure effective provincial real estate activity regulation in the public interest.Further detail is provided in Appendix 6.
3. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, a Draft Report of findings, conclusions and recommendations.
4. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, a Final Report of findings, conclusions and recommendations, having taken into consideration any feedback received on the Draft Report from the Ministry Lead, or such other person(s) designated by the Ministry Lead.
5. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, progress reports on work in this section.
6. Provide other related services as may be mutually agreed to by the Ministry Lead and the Contractor.

4. In the event that the Contractor wishes for a person (Subcontractor), other than the Contractor and/or those persons identified in this Statement of Work, to deliver any or all of the Services, the Contractor will seek and obtain the prior written approval of the Ministry Lead, or such other person as the Ministry Lead may designate.
5. Prior to commencing the Services, the Contractor, must deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of the "Conflict of Interest Disclosure", attached as Appendix 2 to this Statement of Work; and the "Undertaking of Confidentiality", attached as Appendix 4 to this Statement of Work.
6. To the extent that other persons have been identified and approved under sections 4 and 23, the Contractor must deliver to the Ministry Lead, or such other person as the Ministry Lead may designate, a fully completed and signed "Conflict of Interest Disclosure" and "Undertaking of Confidentiality" for each of those persons, attached as Appendix 3 and Appendix 5 to this Statement of Work.

Deliverables:

7. Before the term end of this Statement of Work, the Contractor will prepare and deliver to the Ministry Lead or such other person or group as the Ministry Lead may designate, the following (specified for the purposes of this Statement of Work as the "Final Deliverables" in Table 1) by the dates specified, unless otherwise approved by the Ministry Lead or such other person or group as the Ministry Lead may designate:

Table 1

Services Ref.	Deliverable	Milestone Date
3.3	Prepare and submit:	
3.4	<ul style="list-style-type: none"> • Draft Report • Final Report 	May 10, 2018 June 15, 2018
3.5	Provide ongoing engagement progress reports.	Ongoing
3.6	Provide other related services as may be mutually agreed.	TBD

If requested, before or in parallel with commencing the Services, the Contractor shall prepare for the approval of the Ministry Lead, or such other person as the Ministry Lead may designate, a **Project Implementation Plan** including but not limited to: a project communications approach; a Project Charter; a work plan with timelines and milestones; a project risk management plan; and a listing of the proposed project team members and credentials.

8. The form and content of reports and other deliverables, including ongoing progress reports in sections 3 and 7, will be mutually agreed to between the Contractor and the Ministry Lead, or such other person as the Ministry Lead may designate.

13

Reporting Accountability and Support:

9. The Contractor will report to Ministry Lead, or such other person as the Ministry Lead may designate.
10. The Ministry will make reasonable efforts to provide or to assist the Contractor and the Subcontractor with obtaining timely access to information and personnel that the Ministry and the Contractor mutually agree is required for the Contractor to perform the Services.
11. The Contractor and Subcontractor will rely on information provided to it by the Ministry or other parties authorized to provide such information, and will make all reasonable efforts to independently verify its accuracy and completeness within the time and provisions of any approved Project Implementation Plans prepared as part of this Statement of Work.
12. On an ongoing basis, the Ministry Lead and Contractor (including Subcontractor) will mutually review the Services, Project Implementation Plan and project timelines to confirm the appropriateness of, or amend the identified Services, Project Implementation Plan and timelines.

Project Material

13. All material owned by the Contractor prior to the commencement of this Statement of Work is the property of the Contractor. All material received, created or disbursed under this Statement of Work is the property of the Ministry and may be subject to the *Freedom of Information and Privacy Protection Act*.
14. The form, content and timing of reports/other deliverables, including ongoing progress reports, to the extent it is not defined in this Statement of Work, will be mutually agreed to between the Contractor and the Ministry Lead or such other person as the Ministry Lead may designate.
15. Further to sections 5.3 and 6 of the Umbrella Agreement, should the Contractor be required to comply with a professional standard that requires the retention of and access to records owned by the Province under this Statement of Work #2018 - FIN (RE Reg Review) - 1 by persons other than those that are covered by and subject to an "Undertaking of Confidentiality" and a "Conflict of Interest Disclosure" as further described in Appendices 2 - 5 of this statement of work, the Contractor will provide to the Ministry Lead a list of such records and an additional "Undertaking of Confidentiality" and "Conflict of Interest Disclosure" for each such person.

Fees and Expenses:

16. Despite sections 17 through 20 of this Statement of Work, \$35,000 (CDN) is the *maximum amount* which the Province is obliged to pay to the Contractor for fees and expenses under this Statement of Work (exclusive of any applicable taxes described or referenced in section 3.1(c) of the Umbrella Agreement) without prior written approval from the Finance Lead or such other person as the Finance Lead may designate. This includes both fees and travel/other expenses.

17. Fees at the hourly rate specified below for those hours during the Term when the Contractor or Subcontractor provides the Services. Contractor rates shall not exceed those already approved under and existing contract with the Ministry of Finance as per Table 2.

As part of this Statement of Work, the Ministry Lead and Finance Lead may approve rates for Subcontractors that exceed the prior-approved Contractor rate, provided that:

- (a) The majority of work is carried out by the Contractor and use of an approved Subcontractor is for a short-term period only; and
- (b) Overall costs of the Statement of Work are lower for provincial taxpayers than other proposals received by the Ministry.

Table 2

Personnel	Hourly rate (\$CDN)
Contractor's Key Personnel:	
Dan Perrin	s.21
Subcontractor(s) -	
N/A	

18. Fees at an hourly rate approved in advance in writing by the Ministry Lead or such other person as the Ministry Lead may designate for those hours during the Term when an additional approved Subcontractor or Key Personnel of the Contractor provides the Services.
19. The Ministry Lead or such other person as the Ministry Lead may designate will not approve an hourly rate for a Subcontractor or Key Personnel that exceeds the rates approved for persons identified in section 17 for comparable services.
20. Subject to sections 21 and 22 of this Statement of Work, the Contractor's claim will include:
- (a) the Contractor's travel, accommodation and meal expenses for travel greater than 32 kilometers away from the Contractor's mailing address on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix 1 – Group II Rates Expenses for Contractors); and

- (b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

- 21. Travel and expense authorizations will be subject to prior approval by the Ministry Lead or such other person as the Ministry Lead may designate.

Statements of Account:

- 22. In order to obtain payment of any fees and expenses under this Statement of Work for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:
 - (a) the Contractor's legal name and address;
 - (b) the date of the statement, and the Billing Period to which the statement pertains;
 - (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
 - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
 - (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
 - (f) a description of this Statement of Work;
 - (g) the following coding:
Client: 022 RC: 32063 SL: 34083 STOB: 60 Project: 3200000
 - (h) a statement number for identification; and
 - (i) any other billing information reasonably requested by the Province.

Subcontractors and Key Personnel:

- 23. N/A is named as an approved Subcontractor for the purposes of this Statement of Work.
- 24. Without limiting the generality of sections 2.5 and 13.4 of the Umbrella Agreement [*Standards in relation to persons performing Services and Subcontracting*], the Contractor is responsible for the work of the Subcontractor in providing the Services under this Statement of Work.

25. If seeking the Province's prior written approval under sections 13.4 or 13.12 of the Umbrella Agreement [*Subcontracting and Key Personnel*], the Contractor will submit to the Ministry Lead or such other person as the Ministry Lead may designate a listing of the hourly rates to be changed for such persons for prior written approval.

Payments Due:

26. Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Statement of Work and the Umbrella Agreement, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Statement of Work and the Umbrella Agreement. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.
27. For the purpose of this Statement of Work, the Ministry Lead and Finance Lead are as follows:

Ministry Lead:

Name:	Shauna Brouwer	Title:	Assistant Deputy Minister Policy and Legislation Division Ministry of Finance
E-mail:	shauna.brouwer@gov.bc.ca	Tel:	(778) 698-1837

Finance DMO Lead:

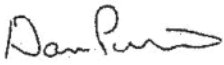
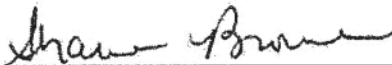
Master RFP Ref:	RFP #SA – MF4		
Name:	Doug Foster	Title:	ADM, Deputy Minister's Office, Ministry of Finance
E-mail:	Doug.Foster@gov.bc.ca	Tel:	(250) 387-9022

28. The Umbrella Agreement, as amended by this Statement of Work as the case may be, is ratified and confirmed.

Execution and Delivery of Statement of Work:

29. This Statement of Work may be entered into by a separate copy of this Statement of Work being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 of the Umbrella Agreement or any other method agreed to by the parties.

The parties have executed this Statement of Work as follows:

<p>SIGNED on the 16 day of April 2018 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p>Dan Perrin</p> <p>Print Name(s)</p> <p>Perrin, Thorau and Associates Ltd.</p> <p>Print Title(s)</p>	<p>SIGNED on the 16 day of April 2018 on behalf of the Province by its duly authorized representative</p> <p></p> <p>Signature</p> <p>Shauna Brouwer</p> <p>Print Name</p> <p>ADM, Policy and Legislation Division, Ministry of Finance</p> <p>Print Title</p>
---	--

APPENDIX 1 - GROUP II RATES EXPENSES FOR CONTRACTORS

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases, a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2016 the private mileage allowance is \$.53 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/goods-and-services-catalogue/daily-vehicle-rentals>. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

- b) **Private lodging** (receipts are not required):
\$30.75 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals):
Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. **Miscellaneous Expenses** (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

Appendix 2 – Contractor's Undertaking of Confidentiality

Contractor: Perrin, Thorau and Associates Ltd.

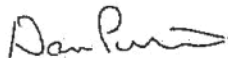
Statement of Work: #2018 - FIN (RE Reg Review) - 1

1. In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of Cabinet ("Cabinet Committee") or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Statement of Work;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that they become aware of by virtue of this Statement of Work; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;

- (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
- (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Statement of Work other than to communicate it to authorized officials of the Province, and
 - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Statement of Work,
- and will not:
- (a) permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws; or
 - (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Statement of Work as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Statement of Work.
7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.

8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
9. The Contractor undertakes on behalf of itself and its employees that it will immediately its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar notify the Ministry or Organizational Lead specified in this Statement of Work, if it or any of instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Ministry or Organizational Lead specified in this Statement of Work, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the 16th day of April 2018 by the
signatory or signatories: Contractor's authorized



Signature(s)

Dan Perrin

Print Name(s)

Perrin, Thorau and Associates Ltd.

Print Title(s)

Appendix 3 – Subcontractor's Undertaking of Confidentiality

Subcontractor: N/A

Contractor's Statement of Work: #2018 - FIN (RE Reg Review) - 1

1. In consideration of my role as a subcontractor to Perrin, Thorau and Associates Ltd. (the "Contractor"), I, _____ (the "Subcontractor") undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), its Crown corporations, agencies or clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the "Organization");
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of Statement of Work;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of Statement of Work; and
 - (h) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;

- (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under Statement of Work
 4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of Statement of Work, including all copies, derivatives, reports and analysis containing such information.
 5. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry or Organizational Lead specified in Statement of Work, if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the 16th day of April 2018 by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

N/A
Signature(s)

N/A
Print Name(s)

Print Title(s)

15

Appendix 4 – Contractor's Conflict of Interest Disclosure

Contractor: Perrin, Thorau and Associates Ltd.

Statement of Work: Work: #2018 - FIN (RE Reg Review) - 1

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

The Contractor has reviewed this Statement of Work and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work in the space afforded below.

1. A direct or indirect conflict with my/our duties to the Province under this Statement of Work may arise because (please indicate if non-applicable):

a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):

None

¹ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

None

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving the Province.

Ministry of Finance, MSP Task Force

Ministry of Children and Family Development, Contract Reform

Ministry of Social Development and Poverty Reduction, Basic Income Pilot

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

None

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

None

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

None

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

None

3. A Conflict of Interest with my/our duties to the Province under this Statement of Work may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable). The following discloses employee engagements:

s.21; s.22

s.21; s.22

4. The following is a list of each Subsidiary² or Affiliate³ of a company listed In Section 1 of this declaration.

None

Company listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>None</i>		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work:

None

Signed this 16th day of April 2018.



Signature(s)

Title

Dan Perrin

Perrin, Thorau and Associates Ltd.

Appendix 5 – Subcontractor's Conflict of Interest Disclosure

Subcontractor: N/A

Contractor's Statement of Work: #2018 - FIN (RE Reg Review) - 1

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), and the Contractor's, its employees' and/or its Subcontractor's duty to act for the benefit of another party or the Contractor's, its employees' and/or its Subcontractor's interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be real or perceived; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- a. directorship, employment or contractual interest;
- b. interest in business enterprises or professional practices;
- c. share ownership;
- d. beneficial interest in trusts;
- e. professional or personal association with the Province;
- f. professional association or relationship with other organizations or individuals;
- g. personal association with other organizations or individuals;
- h. family relationship;
- i. any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- j. a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

_____ (the "Subcontractor" or "I") has reviewed Statement of Work #2018 - FIN (RE Reg Review) - 1 and read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist with this Statement of Work in the spaced afforded below.

1. A direct or indirect conflict with Perrin, Thorau and Associates Ltd. (the "Contractor's") duties to the to the Province under this statement of Work may arise because (please indicate if non- applicable)
 - a) I/We, or my/our Associates⁴, hold the following offices (appointed or elected):

Subcontractor to Complete

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

Subcontractor to Complete

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.

Subcontractor to Complete

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

Subcontractor to Complete

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

Subcontractor to Complete

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

Subcontractor to Complete

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

Subcontractor to Complete

3. A Conflict of Interest with the Province or the Contractor's duties to the Province under Statement of Work #2018 - FIN (RE Reg Review) - 1 may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

Subcontractor to Complete

⁴ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

4. The following is a list of each Subsidiary⁵ or Affiliate⁶ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>Subcontractor to Complete</i>		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work.

Subcontractor to Complete

SIGNED on the 16th day of April 2018 by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

N/A

Print Name(s)

Print Title(s)

⁵ For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

⁶ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Appendix 6 – Engagement Terms of Reference

Terms of Reference

B.C. Real Estate Regulatory Review

Background

B.C. has historically regulated the activities of real estate agents and property managers with several agencies, primarily the Superintendent of Real Estate (The Superintendent) and the Real Estate Council of British Columbia (RECBC). In 2016, under pressure from the public and the media, RECBC asked The Superintendent to undertake a review of real estate regulation in BC. The Superintendent appointed and chaired a group known as the Independent Advisory Group (IAG), which issued a report in June, 2016.

In July 2016, the Legislature passed amendments to the Real Estate Services Act that enhanced the role of The Superintendent and made RECBC government-appointed, among other changes. The amendments also removed rulemaking powers from RECBC and gave them to The Superintendent.

The Task

The purpose of this review is to advise the Minister of Finance on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, to ensure that it appropriately and efficiently protects participants in the real estate market.

In undertaking this review, the following matters will be considered:

1. The current roles and responsibilities of RECBC, the Office of the Superintendent of Real Estate (OSRE) and the Ministry of Finance in the regulation of real estate activity in B.C. including an assessment of which elements of those roles and responsibilities are operating efficiently and which are not.
2. Recommendations on:
 - a. What matters are appropriately the sole or shared responsibilities of RECBC, OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity;
 - b. What oversight powers the various agencies should have with respect to one another;
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia;
 - d. How the agencies should communicate with one another about any shared responsibilities;
 - e. What the appropriate number, composition and role of RECBC should be;
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Given the recommendations about the roles of RECBC and OSRE, the appropriate organizational structure, staffing complements and areas of staff expertise for OSRE. What systemic changes, if any, are needed to ensure effective regulation in the public interest.

Terms of the Assignment

The review will be conducted by Dan Perrin of Perrin, Thorau and Associates Ltd. (bio attached) reporting to Shauna Brouwer, Assistant Deputy Minister of Policy and Legislation Division, Ministry of Finance. The Financial and Corporate Sector Policy Branch will provide information and assistance to the review.

Both OSRE and RECBC will be consulted in undertaking the review.

The review will begin April 18, 2018. The reviewer will provide weekly progress reports, a draft report by May 10, 2018 and a final report by June 15, 2018.

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: January 8, 2019 4:00 PM
To: Bridge, Jannea FIN:EX
Subject: foi FW: For Review: IN - Real Estate Regulatory Review
Attachments: IN_Regluatory_Review_End_May2818_draft1.doc

From: Peters, Melissa GCPE:EX
Sent: June 11, 2018 2:13 PM
To: Brouwer, Shauna FIN:EX <Shauna.Brouwer@gov.bc.ca>
Cc: Morgan, Melissa FIN:EX <Melissa.Morgan@gov.bc.ca>
Subject: For Review: IN - Real Estate Regulatory Review

Shauna,

Here is a DRAFT Issue Note with holding messaging to respond once the Real Estate Regulatory Review closes this Friday.

Please advise of any changes/comments. Should we leave a section for recommendations/conclusions in the background?

Thank you,

Melissa Peters
Senior Public Affairs Officer
Ministry of Finance
250 356-5698
melissa.peters@gov.bc.ca

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Withheld pursuant to/removed as

s.13

Bridge, Jannea FIN:EX

From: Brouwer, Shauna FIN:EX
Sent: January 8, 2019 4:06 PM
To: Bridge, Jannea FIN:EX
Cc: Brouwer, Shauna FIN:EX
Subject: foi FW: Draft Speaking Points - MCJ to caucus
Attachments: Draft Speaking Points - MCJ to caucus.docx

From: Brouwer, Shauna FIN:EX
Sent: September 11, 2018 10:05 AM
To: Gillezeau, Rob FIN:EX <Rob.Gillezeau@gov.bc.ca>; Spilker, Robyn FIN:EX <Robyn.Spilker@gov.bc.ca>
Cc: Brouwer, Shauna FIN:EX <Shauna.Brouwer@gov.bc.ca>
Subject: Draft Speaking Points - MCJ to caucus

Hi Rob and Robyn,
How do these look to you? This is for the caucus meeting on the 17th re: Perrin roll out and new chair.
Minister had indicated she wanted to do an overview of the work underway.
Thx
Shauna

Honourable Carole James
Minister of Finance and Deputy Premier

SPEAKING POINTS

Intro

- I would like to share with you initiatives that the Ministry of Finance is undertaking with respect to real estate and in particular with respect anti-money laundering in real estate.
- The initiatives are aimed at shedding light on the true ownership of property in British Columbia and on ensuring that we have a robust regulatory framework for the real estate sector.
- Shedding a light on who owns property in the province will make it more difficult for money launderers to hide money using our real estate market, while a robust regulatory framework for real estate will dissuade money launderers from using our real estate market in the future.

Transparency

- Our Ministry has undertaken a number of initiatives to increase transparency of ownership in the Province. Many of these are initiatives that meet commitments made in the 30 Point Plan for Housing Affordability:
 - We are consulting on the draft *Land Owner Transparency Act* legislation. This legislation, which we hope to pass in Spring 2019, will establish a new, publicly accessible registry of beneficial owners of real estate in the province. This registry will give us the true picture of who owns of land in BC.
 - In Spring 2018, we passed amendments to the *Real Estate Development Marketing Act* that will require the tracking of pre-sale condominium contract assignments, this will reduce tax evasion and will give us important data about the prevalence of pre-sale condo “flipping” in the market.
 - Starting September 17, we will begin collecting additional information about beneficial owners on property transfer tax forms.
 - We are participating in a federal-provincial-territorial working group on tax fraud and money laundering, and we continue to work with the federal-provincial-territorial working group on improving beneficial ownership transparency in Canada to amend corporate statutes to require companies to keep information about beneficial owners in their records offices.
 - We are also [sharing/will begin sharing] information on the homeowner grant with federal tax officials to improve tax enforcement.

Robust Regulatory Framework

- In 2016, legislation was changed to give the Superintendent of Real Estate oversight powers for the Real Estate Council of BC.
- It has been apparent that this change has reduced the effectiveness of the regulatory framework for real estate.
- For example, the introduction of a rule banning dual agency for licensees created significant concern among industry.
- s.12; s.13
-
- This uneasy relationship is one of the reasons that the government commissioned a review of BC's real estate regulators to examine the roles and responsibilities of the Real Estate Council and the Office of the Superintendent of Real Estate.

Perrin Report

- The report, by Dan Perrin, will be released publicly on [date].
- It made four key recommendations:
 - OSRE and RECBC should be merged into FICOM as the single regulator.
 - The Ministry of Finance should control real estate public policy development, in collaboration with the regulator.
 - Government consider whether there should be oversight for regulators in BC and if so, what form that oversight should take.
 - A policy review of real estate regulatory requirements be undertaken.

What we are doing next -regulation

- With the release of the Dan Perrin report, we will undertake a number of measures to improve the effectiveness of real estate regulation.

- s.13

-

-

- On September 17, 2018, the government [announced/will announce] the replacement of the Chair of the Real Estate Council of BC with [name].
- s.13

What we are doing next –Phase 2

- The Perrin report highlighted concerns about money laundering in real estate.
- His report states
“There are concerns that the extended hot real estate market in parts of the Province has given rise to increased opportunities for market manipulation with market participants finding new ways to profit from questionable real estate activity. For example, the impact of money laundering and illegitimate foreign funds on the real estate market has been a growing concern.”

- Our efforts to address money laundering in real estate continue.

- s.12; s.13

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What we are doing next –Federal Initiatives

- Finally, we are also working together with the federal government on anti-money laundering initiatives

- We are participating in a concept pilot project with the Canada Mortgage and Housing Corporation to uncover mortgage fraud and money laundering.
- We are participating in the Federal Task Force on anti money laundering.

Closing

- I want to thank you for your time today. Does anybody have any questions?



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

May 25, 2018

Dan Perrin

Submitted by email: dan@perrinthorau.ca

Dear Mr. Perrin:

Following the recommendations of the Independent Advisory Group (IAG), the regulatory design for real estate practice changed. The real estate co-regulator model, in which we have both the Office of the Superintendent of Real Estate (OSRE) and the Real Estate Council of British Columbia, was quickly established in 2016, in the context of an impending election. Given that beginning, the British Columbia Real Estate Association (BCREA) is pleased that the Honourable Carole James initiated a review of BC's real estate regulators. We recognize the importance of consumer protection and welcome appropriate regulatory powers, and believe there are dysfunctions in the current design that do not help or protect consumers.

Working with the 11 regional real estate boards, we consulted extensively with REALTORS® on this matter, including representatives, managing brokers and commercial specialists. We held several focus groups, and conducted an online survey using your questions and examined regulatory structures across North America. This submission combines our findings with BCREA's original position paper, which we presented to Minister James on April 11.

Why regulate?

We agree that "public protection" is the primary reason. Real estate requires a major financial commitment. The process is also complex, which means there are many risks. Regulation is required to make sure licensees meet high standards of professionalism, including education and practice. Where licensees fail to meet those standards, the regulator has a responsibility to hold licensees accountable.

Regulations are intended to protect the public from bad actors and from their own lack of knowledge. Ultimately, regulations should ensure consumer confidence.

BCREA and the profession welcome thoughtful and robust regulatory processes and powers. We ask that consideration be given to a 2007 study done by the Competition Bureau of Canada: *Self-Regulated Professions—Balancing Competition and Regulation*. The study examines accountants, lawyers, optometrists, pharmacists and real estate agents, and a key finding is

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File
Bring Forward
for meeting
scheduled w/
Darlene Hyde.
File.

that increasing regulation and government oversight of industry can, eventually, lead to a negative economic outcome to government, industry and the consumer. There is a balance to be achieved between regulation and economic impact, but this balance is certainly further from a reality when moving from a self-regulated structure to a co-regulated structure.

Challenges and opportunities

The current regulatory structure was established quickly in 2016, and the transition has been difficult and challenging. To create a system that works for consumers and licensees, BCREA describes current challenges as well as opportunities for improvement.

Challenges	Opportunities
<p>1. The Council does not have enough real estate expertise involved in its governance. Currently, the Council consists of 12 members, and only two are licensees, even though the 2016 IAG recommendations did allow for additional industry representatives.</p> <p>Other regulatory governing boards, such as the Insurance Council of BC and the Motor Vehicle Sales Authority, have a better balance of industry representatives and public lay members than the Council. The same is true of real estate regulators in the United States and other Canadian jurisdictions (please see the enclosure for more information).</p> <p>Practitioners are essential to sound decision making, because they understand the sector being regulated. A prime example of how the current system does not work is the ban on limited dual agency, which takes effect on June 15. Licensees know that different areas of the province and different areas of practice have varying needs. With more</p>	<p>Short term:</p> <ul style="list-style-type: none"> The <i>Real Estate Services Act</i> provides for a total of 16 Council members, so there is an immediate opportunity to add more licensees to expand the Council's knowledge base by appointing more real estate practitioners. This will ensure that the implementation of Rules has a solid foundation in the reality of real estate practice, and is practical and workable for consumers and licensees. <p>Medium and long term:</p> <ul style="list-style-type: none"> As the terms of current Council members expire, ensure that 50 per cent of Council members are licensees, with appropriate geographic and practice areas represented.

Challenges	Opportunities
<p>practitioners making decisions, we might have ended up with at least one workable exemption—unfortunately, we have none.</p>	
<p>2. The roles of OSRE and the Council are unclear, resulting in no unity of command. This unique model appears to be misaligned, as illustrated by the ongoing legal dispute between them.</p> <p>Consumers and licensees deserve a degree of certainty and predictability in the regulatory regime, rather than co-regulators that need to seek clarity from the courts.</p>	<p>Short term:</p> <ul style="list-style-type: none"> • In consultation with consumers and licensees, clearly define the role of each organization, to avoid legal and jurisdictional disputes. • Describe and publish clear accountability measures for OSRE and the Council. <p>Medium term:</p> <ul style="list-style-type: none"> • Over the course of 18 months, deliberately and transparently evaluate the regulatory system to determine its effectiveness. Such an evaluation should include consultation with licensees and consumers. <p>Long term:</p> <ul style="list-style-type: none"> • Work with consumers and licensees to examine options for a single regulator system. This is the norm across North America, because it is straightforward and effective.

Challenges	Opportunities
<p>3. The approaches taken by OSRE and the Council are inconsistent, creating uncertainty for licensees and consumers. Such uncertainty puts both at risk.</p> <p>While OSRE conducts extensive consultations around Rule making, the Council does not appear to do the same around Rule interpretations or policy development. There seems to be very little consumer or stakeholder engagement by the Council.</p> <p>The Council's interpretations of Rules do not always align with OSRE's spirit and intent. For example, the Council's interpretation that a ban on limited dual agency would have required a licensee to recuse themselves from acting for either party, instead of representing one party. Following significant concerns raised by BCREA and REALTORS®, OSRE announced that it would create new Rules about handling such conflicts of interest.</p> <p>Confusion over Rule interpretations has led to significant concerns from real estate licensees, the profession at large and consumers. Considering that there are many more IAG recommendations to come, and many more Rule changes to implement, we ask that this process be improved now to minimize future confusion. This speaks again to the need for certainty and predictability in the regulatory regime, in terms of</p>	<p>Short term:</p> <ul style="list-style-type: none"> • Clarify the role of each organization, as described above. • Either adequately educate licensees before Rules take effect, or provide a six-month grace period before penalties take effect. Licensees should not be subject to penalties when they have not had enough time or information to comply. • Expand, increase or create greater transparency around the Council's practitioner advisory committees, so licensees are aware that consultation occurs. <p>Short, medium and long term:</p> <ul style="list-style-type: none"> • Consult in a meaningful way with licensees and the public when interpreting Rule changes and creating policies (including licensee education and Rule implementation), in the same way that consultation occurs when Rules are introduced. • Develop a collaborative system that enables the regulator and profession to work together to develop best practices to protect consumers.

Challenges	Opportunities
<p>administrative fairness and natural justice.</p>	
<p>4. Broad regulatory functions are being carried out in ways that do not inspire confidence.</p> <p>Significant Rule changes are being made without adequate evidence or education, and on seemingly arbitrary, deadline-driven schedules. Changes that take effect on June 15, 2018 introduce considerable complexity. Unfortunately, licensees and consumers have not been given enough time to prepare.</p> <p>Rule changes, which impact both residential and commercial transactions, are largely based on the IAG recommendations. The IAG report clearly states that the work of the group focused on residential real estate practice. No rationale for disrupting commercial practice has been presented.</p> <p>Although only a small fraction of licensees is involved in the disturbing infractions reported in the media, all licensees are labeled negatively and treated the same way.</p>	<p>Short term:</p> <ul style="list-style-type: none"> • Delay the June 15 implementation date to allow licensees to be educated, managing brokers to establish policies and consumers to be informed. If this delay does not occur, then implement the penalty grace period described above. • Inform consumers of the Rule changes that take effect June 15, 2018. Part of this effort could include providing licensees with concise information to pass on to consumers. • Examine the needs of commercial practitioners and consumers to determine whether Rule changes should apply to them. Such an examination may include the question of whether a separate licensing category for commercial should be established. • Immediately implement stronger penalties for repeat offenders. For first offenders, focus on correcting poor performance more than on punishment. <p>Short, medium and long term:</p> <ul style="list-style-type: none"> • Take a change management approach to Rule making and implementation, to make sure consumers and licensees are aware of and understand the changes.

Challenges	Opportunities
	<ul style="list-style-type: none"> • Before Rule changes are introduced, fully examine and provide evidence of the need for changes. • Develop a comprehensive, sustained approach to consult and communicate with consumers. • Work to ensure consumer confidence in real estate licensees. <p>Medium and long term:</p> <ul style="list-style-type: none"> • Devote resources to speed up the Council's complaints and discipline process.

Interprovincial considerations

The New West Partnership Trade Agreement (NWPTA), an accord between the governments of British Columbia, Alberta, Saskatchewan and Manitoba, creates Canada's largest barrier-free, interprovincial market. This agreement builds on the Trade, Investment and Labour Mobility Agreement (TILMA) between BC and Alberta. The NWPTA came into effect July 1, 2010 and has been fully implemented since July 1, 2013.

This accord should remain a reference point for all proposed legislative and regulatory changes. It seems that BC's current co-regulator model may fall short of some provisions in the NWPTA, including the expectation that each province will "Treat businesses, investors and workers of the other three provinces at least as favourably as they treat their own or those of another jurisdiction" and "Mutually recognize or otherwise reconcile unnecessary differences in their standards and regulations."

Consumer protection and licensee professionalism are objectives BCREA shares with OSRE, the Council and the government. To move to a functional regulatory system, we strongly believe that meaningful engagement is necessary. If BCREA can assist in any way, please contact me directly (ccaldwell@bcrea.bc.ca; 604.677.9341).

BCREA is the professional association for more than 23,000 REALTORS® in BC, focusing on provincial issues that impact real estate. Working with the province's 11 real estate boards,

Dan Perrin
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BCREA provides continuing professional education, advocacy, economic research and standard forms to help REALTORS® provide value for their clients.

Sincerely,



Corinne Caldwell
Vice President, Professional Services

Enc (1)

Copies: Hon. Carole James, Minister of Finance (FIN.Minister@gov.bc.ca)
Hon. Selina Robinson, Minister of Municipal Affairs and Housing
(MAH.Minister@gov.bc.ca)
Tracy Redies, MLA – Surrey-White Rock (tracy.redies.MLA@leg.bc.ca)
Shirley Bond, MLA – Prince George-Valemount (shirley.bond.mla@leg.bc.ca)
Sam Sullivan, MLA – Vancouver-False Creek (sam.sullivan.mla@leg.bc.ca)
Erin Seeley, Real Estate Council of British Columbia (eseeley@recbc.ca)
Robert Holmes, Chair, Real Estate Council of British Columbia
(rholmes@recbc.ca)
Micheal Noseworthy, Superintendent of Real Estate
(Micheal.Noseworthy@gov.bc.ca)



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

Quality of Life in BC

April 2018

What's good for BC is good for real estate. That's the underlying philosophy of the Quality of Life approach used by the British Columbia Real Estate Association (BCREA). Quality of Life reflects the commitment BC REALTORS® have made to their communities, through ongoing volunteer work and every day as they help British Columbians choose where to live, raise families and build businesses.

REALTORS® are in the business of understanding communities, not just selling homes. The insights REALTORS® gain through their work are invaluable

to policy makers, and reflect the opinions of many British Columbians. Like their neighbours, REALTORS® want good schools and parks, safe neighbourhoods, a strong economy and efficient transportation choices.

BCREA's Quality of Life approach involves finding balance among the following five principles, aligning the Association's goals with those of the government and the public, establishing alliances with other organizations and supporting positions and recommendations with solid research.



QUALITY OF LIFE PRINCIPLES

1. Ensuring economic vitality. The key to quality of life is a strong economy, which creates jobs, expands the tax base, and enhances and revitalizes communities.
2. Providing housing opportunities. Everyone wants a safe, decent and affordable home near where they work, shop and play. That means an attainable supply of housing is essential—including choices about design, cost and location.
3. Preserving the environment. REALTORS® recognize one of the important elements of quality of life is the environment: clean air and water, parks and open space.
4. Protecting property owners. A strong economy depends on preserving the investments people have made in real estate by protecting the ability to freely own, use, buy and sell real property.
5. Building better communities. Strong communities are created in partnership with governments to ensure safe neighbourhoods and sufficiently fund the roads, water and sewers that form the framework for a community's quality of life.





Real Estate Services Act

Issue: Changes to the practice of real estate must be made with care to avoid unintended negative consequences, enhance consumer protection and reflect the dynamic nature of the real estate profession.

Vision: RESA provisions are straightforward, support consumers and ensure high standards for licensees.

Recommendations for the province:

- Continue to allow the practice of limited dual agency, with the explicit consent of all parties.
- Include in a regulatory code of conduct the consumer-related elements of the REALTOR® Code.
- Collaborate with BCREA to examine brokerage issues and identify solutions.



Floodplain maps

Issue: Flooding poses catastrophic risks to BC's economic vitality, safety, environment, property owners and communities.

Vision: Flood risks for BC citizens and communities are mitigated through proactive planning based on up-to-date information.

Recommendations for the province:

- Take the lead, working with local and federal governments, to ensure floodplain maps are updated and remain current.
- Ensure sufficient provincial government expertise and capacity to implement flood mitigation initiatives, including the National Disaster Mitigation Program.



Market Housing Affordability

Issue: High housing costs in BC can be challenging and stressful, regardless of age or circumstance.

Vision: British Columbians have access to safe, appropriate and affordable housing choices.

Recommendations for the province:

- Ensure the Property Transfer Tax accurately reflects the dynamic nature of the real estate market.
- Provide direct assistance to homebuyers, homeowners and renters.
- Make evidence-based policy decisions.
- Encourage the creation of rental housing.
- Encourage greater density in urban areas.
- Ensure the *Residential Tenancy Act* is effective and balances the rights of landlords and tenants.



Drug operations

Issue: Properties used in drug production can pose serious health and safety risks to the public, even if the property is no longer being used for drug production.

Vision: Potential homebuyers, renters and REALTORS® have ready access to basic information about whether properties have been used in drug operations and about remediation of those properties.

Recommendations for the province:

- Develop a centralized, consistent process for disclosure of property history information.
- Describe a healthy building and then develop a centralized, consistent process for remediation of buildings used in drug operations, to ensure these buildings are safe for people.
- Define a "drug operation" in a meaningful way.



Agricultural properties

Issue: Conflicts between agricultural and residential uses of land are not uncommon, and can give rise to property rights concerns.

Vision: Measures to preserve agricultural land must be based on knowledge, and balanced with the rights of private property owners.



Manufactured homes and electrical safety

Issue: Manufactured homes can't be listed for sale unless they have either a Canadian Standards Association number or an electrical safety label. This causes delays and hardships for sellers.

Vision: Owners of manufactured homes have greater flexibility in listing their properties for sale.



Energy efficiency and existing homes

Issue: The provincial government has set targets to decrease greenhouse gas emissions, and homes are considerable emitters.

Vision: Improving the energy efficiency of existing homes is a worthy objective, and should be pursued through voluntary measures and incentives for property owners.



Pooled registered pension plans

Issue: The majority of private sector workers in BC—including about 22,000 REALTORS®—are not covered by workplace pension plans.

Vision: The *Pooled Registered Pension Plans Act* is implemented in a timely, clear way with adequate support for British Columbians.



Real Estate Development Marketing Act

Issue: REDMA ensures the appropriate marketing of new real estate developments.

Vision: The legislation is straightforward and reflects the dynamic real estate profession.



Heritage Conservation Act

Issue: The *Heritage Conservation Act* protects archaeological sites, though not all sites are known, and responsibility for investigating possible sites rests with property owners.

Vision: Measures to preserve heritage sites are based on knowledge, and are balanced with the rights of private property owners.



Residential heating oil tanks

Issue: Residential heating oil tanks, whether above or below ground, may pose environmental risks. Due to varying practices by local governments, REALTORS® and property owners are confused about safe ways to decommission and dispose of oil tanks, and which requirements apply.

Vision: Local governments throughout BC offer clear guidance to property owners and REALTORS® about how to deal with unused residential heating oil tanks.



ABOUT BCREA AND THE HOUSING SECTOR

The British Columbia Real Estate Association (BCREA) is the professional association for about 22,000 REALTORS® in BC, focusing on provincial issues that impact real estate. Working with the province's 11 real estate boards, BCREA provides continuing professional education, advocacy, economic research and standard forms to help REALTORS® provide value for their clients.

BCREA member real estate boards:

- BC Northern Real Estate Board
- Chilliwack and District Real Estate Board
- Fraser Valley Real Estate Board
- Kamloops and District Real Estate Association
- Kootenay Real Estate Board
- Okanagan Mainline Real Estate Board
- Powell River Sunshine Coast Real Estate Board
- Real Estate Board of Greater Vancouver
- South Okanagan Real Estate Board
- Vancouver Island Real Estate Board
- Victoria Real Estate Board

Housing contributes significantly to the economy. A 2015 study by Altus Group Economic Consulting found that the average housing transaction in BC on the Multiple Listing Service® generates about \$62,700 in expenditures.



Species at risk/invasive species

Issue: Initiatives to control invasive species and to protect endangered species seem to be increasing and can negatively impact private property rights.

Vision: Measures to manage invasive and endangered species must be based on knowledge, and balanced with the rights of private property owners.



Strata properties

Issue: The *Strata Property Act* contains many valuable provisions, though REALTOR® experiences with this important housing type indicate more improvements are needed.

Vision: Potential buyers of strata properties have adequate information to make informed home buying decisions.



Water governance

Issue: Effective governance of water resources is essential to the health and prosperity of the province.

Vision: Implementation of the *Water Sustainability Act* is supported by adequate consultation and resources, and the legislation balances protection of water resources with the rights of private property owners.

CONTACT

Darlene Hyde, Chief Executive Officer
604.742.2787 | dhyde@bcrea.bc.ca
www.bcrea.bc.ca

1420 – 701 Georgia Street W.
PO Box 10123, Pacific Centre
Vancouver, BC V7Y 1C6



Justesen, Josh T FIN:EX

From: Foster, Doug FIN:EX
Sent: April 18, 2018 6:02 PM
To: Boudreau, Kim L FIN:EX
Subject: FW: Signed copy Contract C16CFFS34889 Perrin, Thorau & Associates signed SOW
Attachments: C16CFFS34889 Perrin, Thorau and Associates20180418.pdf

fyi

From: Brouwer, Shauna FIN:EX
Sent: Wednesday, April 18, 2018 2:06 PM
To: Dan Perrin (dan@perrinthorau.ca)
Cc: Foster, Doug FIN:EX; Brouwer, Shauna FIN:EX
Subject: Signed copy Contract C16CFFS34889 Perrin, Thorau & Associates signed SOW

A copy for your files.

Thank you,
Shauna

STATEMENT OF WORK
BUSINESS ADVISOR – STRATEGIC INITIATIVES – Version Final

Contractor	Perrin, Thorau and Associates Ltd.
Supplier#	916361-001
Contract ID#	C16CFFS34889
Master RFP Reference#	RFP#SA-MF4
Statement of Work Ref#	2018 - FIN (RE Reg Review) - 1

WHEREAS:

- A. The parties entered into a General Service Agreement dated March 1, 2016 (the "Umbrella Agreement"), that contemplates Her Majesty the Queen in the Right of the Province of British Columbia (the "Province") retaining **Perrin, Thorau and Associates Ltd.** (the "Contractor") to to cause **Dan Perrin** to provide specified services in accordance with certain terms and conditions, set out in a Statement of Work, once it has been agreed upon and executed by both parties;
- B. The Umbrella Agreement requires that the Contractor deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of:
1. an "Undertaking of Confidentiality" that covers each and all of the Contractor and its employees, in the form attached as Appendix 2 to this Statement of Work, before starting work under each Statement of Work;
 2. an "Undertaking of Confidentiality" that covers each Subcontractor and its employee(s), in the form attached as Appendix 3 to this Statement of Work, before a Subcontractor starts work under each Statement of Work;
 3. a "Conflict of Interest Disclosure" that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 4 to this Statement of Work, before starting work under each Statement of Work; and
 4. a "Conflict of Interest Disclosure" that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix 5 to this Statement of Work, before the Subcontractor starts work under each Statement of Work; and
- C. The parties wish to enter a Statement of Work as contemplated in the Umbrella Agreement.

NOW THEREFORE in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

Agreement:

1. Any amendments to the Umbrella Agreement set out in this Statement of Work only apply to this Statement of Work and do not apply to or vary the Umbrella Agreement for the purposes of other Statements of Work that the parties may enter into.

Term:

2. This Statement of Work Term commences on **April 16, 2018** and ends on **June 30, 2018**.

Services:

3. The Contractor and its Sub-contractor will provide the Services described in this Statement of Work.

The Ministry of Finance ("the Ministry") plays a key role in establishing, implementing, reviewing and overseeing government's economic, fiscal, and financial management policies, decisions, and initiatives, as well as a number of financial and corporate regulatory functions. The Ministry draws on both internal and external resources to plan and carry out its mandate.

Key responsibilities of the Ministry include policy development, regulation and enforcement for specific sectors including financial services, capital markets, pension plans, mortgage broker sectors, real estate services and societies.

The Office of the Superintendent of Real Estate (OSRE) was created in 2016 after significant changes were made to the *Real Estate Services Act* to increase oversight of the real estate industry and enhance consumer protection. The Superintendent has direct oversight of the Real Estate Council of BC, a Crown agency responsible for licensing individuals and brokerages engaged in real estate sales. The Superintendent has statutory powers to protect consumers by ensuring developers adhere to disclosure requirements and by establishing requirements that govern the conduct of real estate licensees.

As part of its ongoing reviews of various programs and practices, the Ministry intends to review the regulation of real estate activity in British Columbia and requires the expert services of the Contractor to assist it in that process. The Contractor will undertake a review of the current state of real estate regulation and develop and present recommendations for the Minister of Finance to consider on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, the purpose of the review is to ensure that real estate regulation appropriately and efficiently protects participants in the real estate

market.

Under direction of the Ministry Lead, the Contractor will:

1. Review and assess the current roles and responsibilities of the BC Real Estate Council, the OSRE and the Ministry of Finance in the regulation of real estate activity in BC, including an assessment of which elements of those roles and responsibilities are operating efficiently and effectively, and which may offer opportunities for improvement.
2. Based on findings in the review, the Contractor will prepare recommendations related to the following areas and questions:
 - a. What matters are appropriately the sole or shared responsibilities of the Council, the OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity?
 - b. What oversight powers the various agencies should have with respect to one another?
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia?
 - d. How the agencies should communicate with one another about any shared responsibilities?
 - e. What the appropriate number, composition and role of the Council should be?
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Assuming that recommendations address the roles of Council and the OSRE: the appropriate organizational structure(s), staffing complements and areas of staff expertise for the OSRE; and, what systemic changes, if any, are needed to ensure effective provincial real estate activity regulation in the public interest.

Further detail is provided in Appendix 6.

3. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, a **Draft Report** of findings, conclusions and recommendations.
4. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, a **Final Report** of findings, conclusions and recommendations, having taken into consideration any feedback received on the Draft Report from the Ministry Lead, or such other person(s) designated by the Ministry Lead.
5. Prepare and submit to the Ministry Lead, or such other person designated by the Ministry Lead, progress reports on work in this section.
6. Provide other related services as may be mutually agreed to by the Ministry Lead and the Contractor.

4. In the event that the Contractor wishes for a person (Subcontractor), other than the Contractor and/or those persons identified in this Statement of Work, to deliver any or all of the Services, the Contractor will seek and obtain the prior written approval of the Ministry Lead, or such other person as the Ministry Lead may designate.
5. Prior to commencing the Services, the Contractor, must deliver to the Ministry Lead or such other person as the Ministry Lead may designate, a fully completed and signed copy of the "Conflict of Interest Disclosure", attached as Appendix 2 to this Statement of Work; and the "Undertaking of Confidentiality", attached as Appendix 4 to this Statement of Work.
6. To the extent that other persons have been identified and approved under sections 4 and 23, the Contractor must deliver to the Ministry Lead, or such other person as the Ministry Lead may designate, a fully completed and signed "Conflict of Interest Disclosure" and "Undertaking of Confidentiality" for each of those persons, attached as Appendix 3 and Appendix 5 to this Statement of Work.

Deliverables:

7. Before the term end of this Statement of Work, the Contractor will prepare and deliver to the Ministry Lead or such other person or group as the Ministry Lead may designate, the following (specified for the purposes of this Statement of Work as the "Final Deliverables" in Table 1) by the dates specified, unless otherwise approved by the Ministry Lead or such other person or group as the Ministry Lead may designate:

Table 1

Services Ref.	Deliverable	Milestone Date
3.3	Prepare and submit:	
3.4	• Draft Report	May 10, 2018
	• Final Report	June 15, 2018
3.5	Provide ongoing engagement progress reports.	Ongoing
3.6	Provide other related services as may be mutually agreed.	TBD

If requested, before or in parallel with commencing the Services, the Contractor shall prepare for the approval of the Ministry Lead, or such other person as the Ministry Lead may designate, a **Project Implementation Plan** including but not limited to: a project communications approach; a Project Charter; a work plan with timelines and milestones; a project risk management plan; and a listing of the proposed project team members and credentials.

8. The form and content of reports and other deliverables, including ongoing progress reports in sections 3 and 7, will be mutually agreed to between the Contractor and the Ministry Lead, or such other person as the Ministry Lead may designate.

Reporting Accountability and Support:

9. The Contractor will report to Ministry Lead, or such other person as the Ministry Lead may designate.
10. The Ministry will make reasonable efforts to provide or to assist the Contractor and the Subcontractor with obtaining timely access to information and personnel that the Ministry and the Contractor mutually agree is required for the Contractor to perform the Services.
11. The Contractor and Subcontractor will rely on information provided to it by the Ministry or other parties authorized to provide such information, and will make all reasonable efforts to independently verify its accuracy and completeness within the time and provisions of any approved Project Implementation Plans prepared as part of this Statement of Work.
12. On an ongoing basis, the Ministry Lead and Contractor (including Subcontractor) will mutually review the Services, Project Implementation Plan and project timelines to confirm the appropriateness of, or amend the identified Services, Project Implementation Plan and timelines.

Project Material

13. All material owned by the Contractor prior to the commencement of this Statement of Work is the property of the Contractor. All material received, created or disbursed under this Statement of Work is the property of the Ministry and may be subject to the *Freedom of Information and Privacy Protection Act*.
14. The form, content and timing of reports/other deliverables, including ongoing progress reports, to the extent it is not defined in this Statement of Work, will be mutually agreed to between the Contractor and the Ministry Lead or such other person as the Ministry Lead may designate.
15. Further to sections 5.3 and 6 of the Umbrella Agreement, should the Contractor be required to comply with a professional standard that requires the retention of and access to records owned by the Province under this **Statement of Work #2018 - FIN (RE Reg Review) - 1** by persons other than those that are covered by and subject to an "Undertaking of Confidentiality" and a "Conflict of Interest Disclosure" as further described in Appendices 2 – 5 of this statement of work, the Contractor will provide to the Ministry Lead a list of such records and an additional "Undertaking of Confidentiality" and "Conflict of Interest Disclosure" for each such person.

Fees and Expenses:

16. Despite sections 17 through 20 of this Statement of Work, \$35,000 (CDN) is the *maximum amount* which the Province is obliged to pay to the Contractor for fees and expenses under this Statement of Work (exclusive of any applicable taxes described or referenced in section 3.1(c) of the Umbrella Agreement) without prior written approval from the Finance Lead or such other person as the Finance Lead may designate. This includes both fees and travel/other expenses.
17. Fees at the hourly rate specified below for those hours during the Term when the Contractor or Subcontractor provides the Services. Contractor rates shall not exceed those already approved under and existing contract with the Ministry of Finance as per Table 2.

As part of this Statement of Work, the Ministry Lead and Finance Lead may approve rates for Subcontractors that exceed the prior-approved Contractor rate, provided that:

- (a) The majority of work is carried out by the Contractor and use of an approved Subcontractor is for a short-term period only; and
- (b) Overall costs of the Statement of Work are lower for provincial taxpayers than other proposals received by the Ministry.

Table 2

Personnel	Hourly rate (\$CDN)
Contractor's Key Personnel:	
Dan Perrin	s.21
Subcontractor(s) -	
N/A	

18. Fees at an hourly rate approved in advance in writing by the Ministry Lead or such other person as the Ministry Lead may designate for those hours during the Term when an additional approved Subcontractor or Key Personnel of the Contractor provides the Services.
19. The Ministry Lead or such other person as the Ministry Lead may designate will not approve an hourly rate for a Subcontractor or Key Personnel that exceeds the rates approved for persons identified in section 17 for comparable services.
20. Subject to sections 21 and 22 of this Statement of Work, the Contractor's claim will include:
- (a) the Contractor's travel, accommodation and meal expenses for travel greater than 32 kilometers away from the Contractor's mailing address on the same basis as the Province pays its Group II employees when they are on travel status (see attached Appendix 1 – Group II Rates Expenses for Contractors); and

- (b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

- 21. Travel and expense authorizations will be subject to prior approval by the Ministry Lead or such other person as the Ministry Lead may designate.

Statements of Account:

- 22. In order to obtain payment of any fees and expenses under this Statement of Work for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:
 - (a) the Contractor's legal name and address;
 - (b) the date of the statement, and the Billing Period to which the statement pertains;
 - (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
 - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
 - (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
 - (f) a description of this Statement of Work;
 - (g) the following coding:
Client: 022 RC: 32063 SL: 34083 STOB: 60 Project: 3200000
 - (h) a statement number for identification; and
 - (i) any other billing information reasonably requested by the Province.

Subcontractors and Key Personnel:

- 23. N/A is named as an approved Subcontractor for the purposes of this Statement of Work.
- 24. Without limiting the generality of sections 2.5 and 13.4 of the Umbrella Agreement [*Standards in relation to persons performing Services and Subcontracting*], the Contractor is responsible for the work of the Subcontractor in providing the Services under this Statement of Work.

25. If seeking the Province's prior written approval under sections 13.4 or 13.12 of the Umbrella Agreement [*Subcontracting and Key Personnel*], the Contractor will submit to the Ministry Lead or such other person as the Ministry Lead may designate a listing of the hourly rates to be changed for such persons for prior written approval.

Payments Due:

26. Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Statement of Work and the Umbrella Agreement, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Statement of Work and the Umbrella Agreement. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.
27. For the purpose of this Statement of Work, the Ministry Lead and Finance Lead are as follows:

Ministry Lead:

Name:	Shauna Brouwer	Title:	Assistant Deputy Minister Policy and Legislation Division Ministry of Finance
E-mail:	shauna.brouwer@gov.bc.ca	Tel:	(778) 698-1837

Finance DMO Lead:

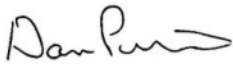

Master RFP Ref:	RFP #SA – MF4		
Name:	Doug Foster	Title:	ADM, Deputy Minister's Office, Ministry of Finance
E-mail:	Doug.Foster@gov.bc.ca	Tel:	(250) 387-9022

28. The Umbrella Agreement, as amended by this Statement of Work as the case may be, is ratified and confirmed.

Execution and Delivery of Statement of Work:

29. This Statement of Work may be entered into by a separate copy of this Statement of Work being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 of the Umbrella Agreement or any other method agreed to by the parties.

The parties have executed this Statement of Work as follows:

<p>SIGNED on the 16 day of April 2018 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>_____ Signature(s)</p> <p>Dan Perrin</p> <p>_____ Print Name(s)</p> <p>Perrin, Thorau and Associates Ltd.</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the 16 day of April 2018 on behalf of the Province by its duly authorized representative</p> <p></p> <p>_____ Signature</p> <p>Shauna Brouwer</p> <p>_____ Print Name</p> <p>ADM, Policy and Legislation Division, Ministry of Finance</p> <p>_____ Print Title</p>
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APPENDIX 1 – GROUP II RATES EXPENSES FOR CONTRACTORS

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2016 the private mileage allowance is \$.53 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/goods-and-services-catalogue/daily-vehicle-rentals>. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. PAI (personal accident insurance) will not be reimbursed. CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) **Private lodging** (receipts are not required):

\$30.75 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals): Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. **Miscellaneous Expenses** (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

Appendix 2 – Contractor's Undertaking of Confidentiality

Contractor: Perrin, Thorau and Associates Ltd.

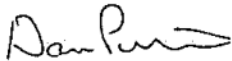
Statement of Work: #2018 - FIN (RE Reg Review) - 1

1. In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of Cabinet ("Cabinet Committee") or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Statement of Work;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that they become aware of by virtue of this Statement of Work; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;

- (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
- 3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
 - (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Statement of Work other than to communicate it to authorized officials of the Province, and
 - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Statement of Work,and will not:
 - (a) permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws; or
 - (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
- 4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Statement of Work as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
- 5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
- 6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Statement of Work.
- 7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.

8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
9. The Contractor undertakes on behalf of itself and its employees that it will immediately its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar notify the Ministry or Organizational Lead specified in this Statement of Work, if it or any of instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Ministry or Organizational Lead specified in this Statement of Work, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the 16th day of April 2018 by the
signatory or signatories: Contractor's authorized



Signature(s)

Dan Perrin

Print Name(s)

Perrin, Thorau and Associates Ltd.

Print Title(s)

Appendix 3 – Subcontractor's Undertaking of Confidentiality

Subcontractor: N/A

Contractor's Statement of Work: #2018 - FIN (RE Reg Review) - 1

1. In consideration of my role as a subcontractor to **Perrin, Thorau and Associates Ltd.** (the "Contractor"), I, _____ (the "Subcontractor") undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), its Crown corporations, agencies or clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the "Organization");
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of Statement of Work;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of Statement of Work; and
 - (h) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;

- (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under Statement of Work
 4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of Statement of Work, including all copies, derivatives, reports and analysis containing such information.
 5. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Ministry or Organizational Lead specified in Statement of Work, if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the 16th day of April 2018 by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

N/A
Signature(s)

N/A
Print Name(s)

Print Title(s)

Appendix 4 – Contractor's Conflict of Interest Disclosure

Contractor: Perrin, Thorau and Associates Ltd.

Statement of Work: Work: #2018 - FIN (RE Reg Review) - 1

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- ⊗ directorship, employment or contractual interest;
- ⊗ interest in business enterprises or professional practices;
- ⊗ share ownership;
- ⊗ beneficial interest in trusts;
- ⊗ professional or personal association with the Province;
- ⊗ professional association or relationship with other organizations or individuals;
- ⊗ personal association with other organizations or individuals;
- ⊗ family relationship;
- ⊗ any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- ⊗ a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

The Contractor has reviewed this Statement of Work and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work in the space afforded below.

1. A direct or indirect conflict with my/our duties to the Province under this Statement of Work may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):
None

¹ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

None

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving the Province.

Ministry of Finance, MSP Task Force

Ministry of Children and Family Development, Contract Reform

Ministry of Social Development and Poverty Reduction, Basic Income Pilot

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

None

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

None

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

None

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

None

3. A Conflict of Interest with my/our duties to the Province under this Statement of Work may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable). The following discloses employee engagements:

s.21; s.22

4. The following is a list of each Subsidiary² or Affiliate³ of a company listed In Section 1 of this declaration.

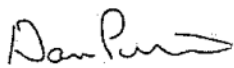
None

Company listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>None</i>		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work:

None

Signed this 16th day of April 2018.



Signature(s)

Title

Dan Perrin

Perrin, Thorau and Associates Ltd.

Appendix 5 – Subcontractor's Conflict of Interest Disclosure

Subcontractor: N/A

Contractor's Statement of Work: #2018 - FIN (RE Reg Review) - 1

Definition: "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), and the Contractor's, its employees' and/or its Subcontractor's duty to act for the benefit of another party or the Contractor's, its employees' and/or its Subcontractor's interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect, it may be real or perceived; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- a. directorship, employment or contractual interest;
- b. interest in business enterprises or professional practices;
- c. share ownership;
- d. beneficial interest in trusts;
- e. professional or personal association with the Province;
- f. professional association or relationship with other organizations or individuals;
- g. personal association with other organizations or individuals;
- h. family relationship;
- i. any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province's interests; or
- j. a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person's duties to, or in respect of, the Province.

_____ (the "Subcontractor" or "I") has reviewed Statement of Work #2018 - FIN (RE Reg Review) - 1 and read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively "we" or "our"), that it has disclosed any Conflicts of Interest that currently exist with this Statement of Work in the spaced afforded below.

1. A direct or indirect conflict with Perrin, Thorau and Associates Ltd. (the "Contractor's") duties to the to the Province under this statement of Work may arise because (please indicate if non- applicable)
 - a) I/We, or my/our Associates⁴, hold the following offices (appointed or elected):

Subcontractor to Complete

- b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):

Subcontractor to Complete

- c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.

Subcontractor to Complete

- d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:

Subcontractor to Complete

- e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

Subcontractor to Complete

- f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

Subcontractor to Complete

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):

Subcontractor to Complete

3. A Conflict of Interest with the Province or the Contractor's duties to the Province under Statement of Work #2018 - FIN (RE Reg Review) - 1 may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):

Subcontractor to Complete

⁴ "Associate" of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

4. The following is a list of each Subsidiary⁵ or Affiliate⁶ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
<i>Subcontractor to Complete</i>		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Statement of Work.

Subcontractor to Complete

SIGNED on the 16th day of April 2018 by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)

N/A
Print Name(s)

Print Title(s)

⁵ For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

⁶ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Appendix 6 – Engagement Terms of Reference

Terms of Reference

B.C. Real Estate Regulatory Review

Background

B.C. has historically regulated the activities of real estate agents and property managers with several agencies, primarily the Superintendent of Real Estate (The Superintendent) and the Real Estate Council of British Columbia (RECBC). In 2016, under pressure from the public and the media, RECBC asked The Superintendent to undertake a review of real estate regulation in BC. The Superintendent appointed and chaired a group known as the Independent Advisory Group (IAG), which issued a report in June, 2016.

In July 2016, the Legislature passed amendments to the Real Estate Services Act that enhanced the role of The Superintendent and made RECBC government-appointed, among other changes. The amendments also removed rulemaking powers from RECBC and gave them to The Superintendent.

The Task

The purpose of this review is to advise the Minister of Finance on how best to ensure the effective regulation of real estate activity in British Columbia. In particular, to ensure that it appropriately and efficiently protects participants in the real estate market.

In undertaking this review, the following matters will be considered:

1. The current roles and responsibilities of RECBC, the Office of the Superintendent of Real Estate (OSRE) and the Ministry of Finance in the regulation of real estate activity in B.C. including an assessment of which elements of those roles and responsibilities are operating efficiently and which are not.
2. Recommendations on:
 - a. What matters are appropriately the sole or shared responsibilities of RECBC, OSRE and the Ministry, including but not limited to education, disciplinary matters, rule making, and the regulation of unlicensed activity;
 - b. What oversight powers the various agencies should have with respect to one another;
 - c. The role that OSRE should play within the wider financial regulatory framework of British Columbia;
 - d. How the agencies should communicate with one another about any shared responsibilities;
 - e. What the appropriate number, composition and role of RECBC should be;
 - f. Mechanisms to avoid disputes between agencies;
 - g. Mechanisms for resolving disputes when they arise;
 - h. Given the recommendations about the roles of RECBC and OSRE, the appropriate organizational structure, staffing complements and areas of staff expertise for OSRE. What systemic changes, if any, are needed to ensure effective regulation in the public interest.

Terms of the Assignment

The review will be conducted by Dan Perrin of Perrin, Thorau and Associates Ltd. (bio attached) reporting to Shauna Brouwer, Assistant Deputy Minister of Policy and Legislation Division, Ministry of Finance. The Financial and Corporate Sector Policy Branch will provide information and assistance to the review.

Both OSRE and RECBC will be consulted in undertaking the review.

The review will begin April 18, 2018. The reviewer will provide weekly progress reports, a draft report by May 10, 2018 and a final report by June 15, 2018.

**Real Estate
Errors and Omissions
Insurance Corporation**

Suite 1604
700 West Pender St.
Vancouver, B.C.
Canada V6C 1G8
Tel: (604) 669-0019
Fax: (604) 669-0021

June 11, 2018

Direct Line: (604) 891-3151

E-mail: lhowatt@recoic.com

Perrin, Thorau and Associates Ltd.
PO Box 66
Brentwood Bay, BC, V8M 1R2

dan.perrin@perrinthorau.ca

Attention: Dan Perrin

Dear Mr. Perrin:

Re: Review of Governance Structure for Real Estate Errors and Omissions Insurance Corporation

I write further to our recent communications in which you indicated that you are currently conducting a review of the framework for the regulation of real estate licensees. In that regard, you indicated that you would consider submissions by the Real Estate Errors and Omissions Insurance Corporation ("E&O") with respect to its governance structure and in particular, the process for appointments to E&O's Board of Directors. We are pleased to provide these submissions and appreciate the opportunity to do so.

BACKGROUND OF E&O

By way of background, E&O was originally formed in 1988 under the *Real Estate Act* and was subsequently continued pursuant to s.99 of the *Real Estate Services Act*, SBC 2004, chapter 42 ("RESA"). E&O is a not-for-profit special act corporation formed solely to provide errors and omissions insurance to real estate licensees in BC. E&O pools the assessments paid by real estate licensees in a Fund (authorized by section 103 of RESA) which is used to pay the costs of defending and indemnifying licensees against professional liability claims. Essentially the Fund covers professional negligence losses. In the case where a licensee has acted fraudulently, typically that licensee's brokerage is not implicated in the fraud, and it is entitled to be covered under "innocent insured" provisions of the Indemnity Plan (insurance policy) for its vicarious liability for the conduct of the licensee.

The Fund covers liabilities of licensees up to \$1 million per claim. Many brokerages buy excess professional liability insurance from the private insurance market to cover liabilities in excess of that figure. Despite the increase in real estate prices over the years, the insurance

program has remained financially stable. Premiums of \$350 per year have not increased since 2011.

Claims for misappropriation of funds held in trust by licensees are covered under an entirely separate insurance program created under RESA - the Real Estate Compensation Fund Corporation. (See ss. 109 and following of RESA).

The E&O program has a two-fold purpose. It was designed to protect licensees from financial loss arising from errors, omissions or negligent acts that occur during the performance of their duties under RESA. It also ensures that consumers who incur a loss because of the negligence of a licensee will be compensated.

A Board of Directors is responsible for administering E&O and consists of seven Directors; four are appointed by the Real Estate Council of BC ("REC") and three are appointed by the BC Real Estate Association ("BCREA"). The Board appointment process is set out in s. 100 (1) of RESA. E&O's mandate is "to provide adequate cost-effective professional liability insurance for the protection of real estate licensees and thereby the public".

E&O is accountable to its insureds, stakeholders and government by several provisions in RESA. These include the publication of a report on the insurance fund and all dispositions made from it during the previous year (s. 107 (1) of RESA) and the provision of audited financial statements or other information concerning the insurance fund to the Minister of Finance or Superintendent of Financial Institutions when required (s. 107 (4) of RESA).

Under s. 108 of RESA, the Superintendent has powers of financial oversight including the ability to investigate and inquire into any matter relating to the insurance fund and the power to impose conditions on the continued operation of E&O. This power is only to be exercised when the Superintendent considers that the ability of the Corporation to meet its present or future obligations is uncertain, and only after giving the Corporation an opportunity to be heard.

In addition to the provisions in RESA, as an insurer, E&O must also comply with several reporting requirements to the Financial Institutions Commission including the filing of an annual P&C1 form that includes annual audited financial statements, actuarial reports, investment information and the calculation of the Minimum Capital Test ("MCT") ratio. The MCT ratio is a solvency test used by insurance regulators to monitor the ability of an insurance company to meet its financial obligations and provides a cushion or margin of error in the event of market volatility or unexpected loss results.

These arrangements for the financial accountability of E&O have long been in place and its operations have continued on an entirely satisfactory basis, with E&O being wholly financed from the insurance premiums paid by licensees, and without financial subsidy of any kind from government revenues.

Until after the 2016 amendments to RESA, these channels of accountability have not imposed on E&O any obligation to consolidate its finances under the provincial budgetary legislation. Other than the oversight set out above, E&O has operated entirely independent of government.

Any interaction of E&O with the two organizations charged with overseeing the regulation of real estate licensees is limited. In particular, E&O has no ongoing relationship or involvement with the Superintendent of Real Estate. E&O's involvement with REC is also limited. The REC collects our premiums as an administrative convenience (for an annual fee) and will suspend an insured's license on our behalf if that insured fails to pay deductibles (s. 104 of RESA). The REC assists E&O in sending our emails to our insureds and as per s. 102 (3) of RESA, provides E&O access to licensing records. E&O also collaborates informally from time to time with the REC on issues pertaining to loss prevention.

2016 RESA AMENDMENTS

Legislative changes to the RESA and Regulations took effect on September 30, 2016. The changes made in 2016 were taken quickly by the government after receiving a report from the Independent Advisory Group ("IAG"). That report in turn was initiated by the REC in February 2016 after a series of stories in the press about real estate licensees who were taking advantage of clients through secret property flipping ("shadow flipping").

The role of E&O was at all times to provide professional liability insurance to licensees. The role of E&O was thus in the first instance to defend licensees against allegations of professional negligence and to indemnify them from such claims within the terms of the coverage provided under the Indemnity Plan. The insurance program protected the public's interests indirectly by providing a source of financial recovery if liability of the licensee was proved. The Indemnity Plan always excluded coverage for dishonest acts on the part of licensees (Exclusion 3) but subject to the innocent insureds provision mentioned above. It also excluded coverage for a claim relating to or arising out of the gain of a personal profit or advantage to which an Insured is not legally entitled." (Exclusion 11). Thus, the sort of conduct which was attracting public criticism was never "enabled" in any way by the insurance program. It was at all times in the interests of the insurance program to reduce conduct on the part of the licensees which might give rise to professional negligence claims.

Indeed, E&O was only mentioned in the report of the IAG in passing. The report contains no criticism of any aspect of the operations of E&O. Accordingly, there were no recommendations made that were directed to any change in the operations or oversight of E&O.

However, the changes in RESA empowered the Lieutenant Governor in Council to appoint all 16 individuals who act as members of the REC. As an indirect result of the government appointing all members of the REC and significant operational oversight by the Superintendent of Real Estate, the REC is now a government organization and is thereby subject to the legal requirements of provincial legislation for the accounting of public funds.

Although the amendments to RESA did not directly apply to E&O, there were unexpected consequences. In particular, as the majority of the seven Directors of E&O are appointed by the REC (with the remaining three appointed by the BCREA), the government eventually determined that E&O was "controlled" by the REC and as such, the REC was required to consolidate its financial position with E&O.

E&O has co-operated fully with all requests from the REC for financial reporting. Further, when the REC decided to align its fiscal year end with that of government, E&O was asked by REC to make the same change. Despite the additional costs this imposed on E&O (additional actuarial reports, tax returns and a change in policy year-end), E&O agreed to this change. The REC now includes the financial position of E&O (via a modified equity method) as part of its financial reporting.

E&O's GOVERNANCE

Despite the fact that E&O's operations and governance structure were never criticized by the IAG or identified as an element in organized real estate that needed to change, the amendments to RESA gave rise to uncertainty and confusion with respect to the "control" of E&O and its governance. In particular, the financial consolidation with REC, which was not likely the intent of government in making its legislative changes, has created a perception that the real estate regulator tasked with consumer protection is now in "control" of the professional liability insurer tasked with protection of licensees.

In our view, the continued successful operation of E&O requires it to remain entirely independent from the REC, as it has been for 30 years. The two organizations do not share a common mandate. While the mandate of the REC is consumer protection ("to protect the public interest by enforcing the licensing and licensee conduct requirements of the *Real Estate Services Act*"), E&O's mandate is to provide adequate cost-effective professional liability insurance for the protection of real estate licensees and only indirectly thereby protecting the public.

As professional liability insurers, E&O raises all defences to the claims made against its insureds and as such, this puts us in an adverse position to consumers making claims for damages. Our insureds expect that the information they provide to us will be kept confidential and not shared with the regulators and E&O does so. This is a fundamental premise of the E&O program. This is important in that our insureds are not hesitant to report claims and we are able to provide a risk assessment that enables us to resolve claims in an expeditious and reasonable fashion. This is of benefit to both our insureds as it enables us to continue providing them a cost-effective service and of benefit to consumers who are dealt with fairly and efficiently.

Although the REC has taken no steps thus far to assert any operational control over E&O, it is confusing to both consumers and licensees (our insureds) for a regulator focused on consumer protection to be perceived as being in "control" of the professional liability insurer focused on the protection of real estate licensees. E&O must be able to continue without the risk of operational interference from organizations that have a different mandate that may seek to impose policies that are not consistent with the direction considered to be in the best interests of E&O. Such independence is in the public interest as E&O's existence and success is an important protection in the real estate industry in BC.

The E&O program has through the years been guided by sound financial administration of professional liability claims. A significant market correction (which may be overdue) will put pressure on the insurance program. E&O pays great attention to ensuring that it will remain financially viable in those circumstances. Political or regulatory interference could negatively affect the program. The present circumstances at ICBC are a clear example of the sort of

problems that can arise when there is political interference in an insurance company. The E&O program has sought to be even-handed in its approach and not having to pay heed to potentially fluctuating priorities of governments from time to time. These principles and priorities should continue to guide the program.

Thus it is our view that the governance structure of E&O should be amended such that the REC is not considered to "control" E&O. This would require an amendment to s. 100 (1) of RESA with respect to the appointment of E&O's Board of Directors. As E&O has been funded entirely by real estate licensees over 30 years, we believe that the governance of E&O should remain in the industry. There are likely many different options to consider but given the short time frame in making these submissions, E&O has not had an opportunity to review its governance structure or to consult with our stakeholders. As such, we are not in a position to provide recommendations at this time. However, we do wish to identify the issue and work with the Ministry to establish an appropriate governance structure for E&O.

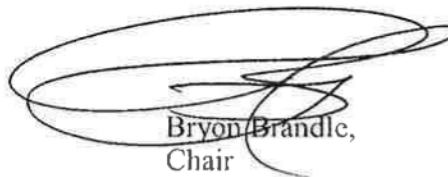
If you have any questions or wish to discuss this matter further, please do not hesitate to contact the writer.

Yours sincerely,

REAL ESTATE ERRORS AND OMISSIONS INSURANCE CORPORATION



Leslie J. Howatt
Executive Officer



Bryon Brandle,
Chair

pc Erin Seeley, Executive Officer, REC

Darlene Hyde, Chief Executive Officer, BCREA

Lori Wanamaker, Deputy Minister of Finance