

1 Establishing Your Lien

A Garage Keepers' Lien is established under any of the following circumstances:

- Storage, maintenance, or repair of a motor vehicle or farm vehicle.
- Price of accessories or parts furnished for a motor vehicle or farm vehicle.
- **No lien** for the supply of fuel, oil, or grease.

2 Maintaining Your Lien

- If you release the vehicle or furnish the parts or complete the repairs off-site, you have 21 days to register your lien.
- To register your lien, you must have a signed work order/invoice or retain possession of the motor vehicle. *If you have only a signed work order, it is important to note that if challenged in court – the courts could rule your lien invalid as a work order may not be considered an acknowledgement of the debt*
- Your lien continues for 6 months after registration
- You must seize before the registration expires
- You may extend the duration of your lien by way of court order prior to your lien expiring.

3 Ownership of Vehicle / Value of Vehicle

- Once the vehicle has been seized (even if the vehicle is in your possession) **you DO NOT own this vehicle**. Ownership remains with the debtor until **all Civil Enforcement proceedings**, including the sale of the vehicle, have been finalized.
- After receipt of the sale proceeds at the Civil Enforcement Agency, **the Civil Enforcement Agency MUST issue the bill of sale transferring ownership to the purchaser** (even if the purchaser is the garage keeper.)
- The value of the vehicle will be determined by the method used to sell the vehicle (see Section 7). Civil Enforcement proceedings cannot guarantee that you will receive any or all of your lien amount.

4 Seizure Decisions

When providing our office with instructions you will need to provide instructions about what should happen to the goods after they have been seized. Providing us with full instructions at the beginning of seizure can help to reduce the risk of incurring unnecessary storage charges.

- Do you know to where the vehicle is?
- Does the name on the warrant match the name on the invoice and the name registered at PPR?
- Do you want the bailiff to leave the vehicle with the Debtor on a Bailee's Undertaking (may consider if there are no good storage options or if the costs of removal are going to be excessive and you anticipate that the Debtor will make settlement arrangements or object to the seizure)?
- Do you have a specific auction that you use or other instructions about sale?

5 Priorities and Other Issues That May Affect the Seizure Outcome

We are required by the Sheriff's Office to conduct a Distribution Seizure Search and Serial Number Search prior to seizure. These searches will help to identify potential issues of priority that may affect your decision to seize. They may also make you aware of any court ordered stays or bankruptcy for example. Some common priorities follow:

- Canada Customs and Revenue Agency – Deemed Trust
 - Workers' Compensation Board
 - Garage Keepers' Lien
 - PMSI Security Agreement – may be a concern
 - Municipal Government (i.e. City of Calgary)
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6 Post Seizure Process

- Debtor has right to object to seizure and a private sale to the creditor.
- The debtor objection must be addressed by court application brought by a law firm.
- ***The CIVIL ENFORCEMENT AGENCY MUST BE INVOLVED IN THE SALE!***
- From seizure to sale and distribution of proceeds takes 2 to 3 months minimum
- Initial seizure costs typically run between \$1,010 to \$1,240 plus GST (Additional bailiff time, towing, removal, locksmith, etc. will increase cost). All or a portion of these costs will be refunded to you on distribution of the sale proceeds, dependent on the value received from the sale of the vehicle.

7 Sale Options

Sale of the seized vehicle can be completed using either of the following two methods:

Public Auction

- The vehicle can be removed at the time of seizure to auction
- The vehicle will typically be sold unreserved through the next applicable auction
- All sale proceeds will be forwarded to the Civil Enforcement Agency for distribution.

Private Sale

- A private sale can be managed by the garage keeper, but final approval of the sale and the bill of sale must be handled by the Civil Enforcement Agency. All sale proceeds must be forwarded to the Civil Enforcement Agency for distribution.
- There are three options available to you for private sale:
 - **Option 1: Appraisal and One Written Offer**
You must obtain an appraisal to establish the fair market value of the vehicle. The appraisal must be in writing and completed by a certified appraiser. Once you receive the appraisal, you must forward a copy to our office for our file. You can then proceed to accept written offers for the purchase of the seized vehicle. The offers must meet or exceed the appraised value plus GST. Prior to the final sale, all written offers must be signed by the offering party(ies) and forwarded to the civil enforcement agency for review and approval. Upon acceptance of an offer, Consolidated will contact the purchaser to make necessary arrangements for payment of the sale proceeds. Consolidated will provide the bill of sale to the purchaser upon receipt of the full purchase price, including GST and completion of any other sale requirements.
 - **Option 2: Three Written Offers**
No appraisal is required. You can accept a minimum of three independent written offers for the purchase of the seized vehicle. All written offers should include a proposed purchase price, plus GST and be signed by the parties making the offers. The offers must then be forwarded to our office for review and approval, prior to the final sale. Upon acceptance of an offer, Consolidated will contact the purchaser to make the necessary arrangements for payment of the sale proceeds. Consolidated will provide the bill of sale to the purchaser upon receipt of the full purchase price, including GST and completion of any other sale requirements.
 - **Option 3: Sale to the Creditor**
You must obtain an appraisal to establish the fair market value of the vehicle. The appraisal must be in writing and completed by a certified appraiser. Once you receive the appraisal, you must forward a copy to our office for our file. At that time you must submit your written offer to our office. Your offer must include the proposed purchase price which must meet or exceed the appraised value plus GST. Consolidated must then provide the debtor with a Sale Notice identifying you as the purchaser and the proposed purchase amount. The debtor can object to the sale. Upon expiry of the objection period, you will be required to forward payment to Consolidated for the amount of the offer. Consolidated will provide you with a bill of sale upon completion of the sale requirements.

Send by email to: CEA@ccebailiff.ca

Head Office – 300 801 Manning Road NE, Calgary, AB T2E 7M8

Website: www.ccebailiff.ca

Calgary Ph: 403-262-8800

Fx: 403-262-8801

Edmonton Ph: 780 448-5833

Fx: 780 448-0698

<p>Date: _____</p> <p>Debtor Information</p> <p>Debtor Name(s): _____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____ Gender: _____</p> <p>Vehicle VIN: _____</p> <p>Make: _____</p> <p>Model: _____</p> <p>Colour: _____</p> <p>License Plate (if known): _____</p> <p>Vehicle in possession of (Name & address if different from above): _____</p>	<p>Client Information</p> <p>Name: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Reference: _____</p> <p>Attachments</p> <p><input type="checkbox"/> Warrant</p> <p><input type="checkbox"/> Signed copy of the invoice or work order and/or maintain possession of the vehicle</p> <p><i>**Please note a work order <u>only</u> – can be challenged as an invalid acknowledgement of debt</i></p> <p><input type="checkbox"/> Verification Statement – PPR Registration</p> <p><input type="checkbox"/> Seizure Deposit Required – \$1,075</p> <p><input type="checkbox"/> RUSH (Additional fees apply)</p>
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Seizure Instructions

We hereby confirm that we have the right to seize the property of the Debtor as identified above pursuant to a Garage Keepers' Lien and therefore instruct Consolidated Civil Enforcement Inc. to act on our behalf to:

Choose one

Seize and leave on a Bailee's Undertaking with: _____

Seize and remove to the Garage Keeper's Facility: _____

Seize and remove to auction: _____

Any known dangers, threats, or concerns for the bailiff? Yes No. If yes, please elaborate below:

Additional Instructions:

IMPORTANT: Sale of vehicle and distribution of sale proceeds must be processed through Consolidated Civil Enforcement Inc.

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Contract and Indemnity

Contract for Services

The undersigned Instructing Party hereby warrants to Consolidated Civil Enforcement Inc. (Consolidated) that it is the enforcing party, or that it is the lawful agent of the enforcing party or is otherwise legally authorized to give instructions on behalf of the enforcing party to Consolidated and that it has determined that the enforcement activities instructed herein are lawful. Upon instructing Consolidated, the Instructing Party shall be responsible for the costs of such services, including all costs required to lawfully complete, suspend or withdraw civil enforcement activities. The Instructing Party agrees to pay for all services performed and invoiced by Consolidated within 30 days of the invoice date. Such services will be charged at the rate published by Consolidated with the Sheriff for the Province of Alberta. The Instructing Party shall pay interest on overdue amounts at a rate of 18% per annum, calculated annually, not in advance. The Instructing Party further agrees to provide deposits or other advances for civil enforcement services to be performed upon the request of Consolidated.

Instructing Party (Individual or Legal Name of Company): _____

Address: _____

Phone: _____ ***Fax:*** _____ ***Email:*** _____

Signature (Required) ***Name (please print)***

Indemnity

The undersigned confirms that enforcement instructions given to Consolidated are lawful and factually accurate and hereby indemnifies on a solicitor and his own client basis Consolidated, and its directors, shareholders, employees, and agents in respect of its fees, charges and disbursements and in respect of any suit, liability, or claim for damages that might be incurred by it in respect of any function carried out on the enforcement instructions. However, this indemnity shall not extend to any liability arising from the negligence or willful misconduct of Consolidated. This indemnity shall remain in force with respect to all services requested from time to time. In the event of litigation to which this indemnity applies, the undersigned agrees to fund, during the course of such litigation, the legal defense costs of Consolidated and its directors, shareholders, employees, and agents. The undersigned further agrees to provide additional indemnities, bonds or assurances as required by Consolidated from time to time.

Individual or Legal Name of Company: _____

Address, Phone and Fax (if different from above): _____

Signature (Required) ***Name (please print)***

Warrant

(Garage Keepers' Lien Act)

TO: 

Head Office: 300, 801 Manning Road NE, Calgary AB T2E 7M8
Phone: 403-262-8800 or TF 1-800-313-4270 (press 3) | Fax: 403-262-8801
Email: CEA@ccebailiff.ca

You are hereby instructed to seize the following vehicle:

Make _____ Model _____

Serial Number _____ Licence Number _____

the property of _____

Name and Address of Owner

now in the possession of _____

Name and Address of Party in Possession

This vehicle is subject to a garage keeper's lien registered at Personal Property Registry on _____ as Registration Number _____. Seizure is instructed to realize the sum of \$ _____ plus costs claimed by _____ (creditor) for **(Please indicate with an X the reason for the claim.):**

- storage of motor vehicle or farm vehicle or a part of a motor vehicle or a farm vehicle
- repair of a motor vehicle or farm vehicle or a part of a motor vehicle or a farm vehicle
- maintenance of a motor vehicle or farm vehicle or a part of a motor vehicle or a farm vehicle
- price of accessories or parts furnished for a motor vehicle or farm vehicle or a part of a motor vehicle or a farm vehicle
- Possession of the motor vehicle or farm vehicle was surrendered to the owner or owner's agent on _____
- Repairs were completed to the motor vehicle, farm vehicle or part of a motor vehicle or a farm vehicle where the vehicle was not at the time of repair in the possession of the garage keeper on _____
- Accessories or parts were furnished to the motor vehicle or farm vehicle on _____.

Dated at _____, _____, on _____

Signature of Instructing Creditor or Authorized Agent

Print Name of Instructing Creditor or Authorized Agent

Address of Instructing Creditor or Authorized Agent

City

Province

Postal Code

Telephone Number

Fax Number

MasterCard/Visa Authorization Form

Today's Date	
Card Type:	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard
Retainer Amount:	
Cardholder Name:	
Card Number:	
Expiry Date:	
Additional charges incurred	By signing below I hereby authorize Consolidated Civil Enforcement Inc. to charge the above noted credit card for invoices incurred on this file. I agree to pay these charges and understand that Consolidated Civil Enforcement Inc. will forward me copies of the same marked as paid by credit card.
Card Holder Signature:	

ATTACH PHOTOCOPY OF FRONT AND BACK OF CREDIT CARD

For CCE Office Use Only

CCE File Number: _____ Authorization Date: _____

Authorization Number: _____ Authorizing RM: _____

CCE Invoice Payment

Invoice #: _____ Invoice Amount: _____ Authorization Date: _____

Invoice #: _____ Invoice Amount: _____ Authorization Date: _____

Consolidated Civil Enforcement Inc.

300 801 Manning Road N.E. Calgary, AB T2E 7M8 * Phone: (403) 262-8800 * Fax: (403) 262-8801
 Toll Free Phone: (800) 313-4270 * Toll Free Fax: (888) 262-8803