

1 Establishing the Right to Seize

- Obtain a “money judgment” by taking legal action through Provincial Court (small claims) or Court of Queen’s Bench.
- Prepare a Writ of Enforcement and file it at the Clerk of the Court.
- Register the Writ of Enforcement at Personal Property Registry and keep the verification statement
- Exemptions - the law prevents seizure of some personal property - see Information for Debtor form. Do your homework about the debtor’s personal property and assets - there should be sufficient non-exempt property to cover the costs of seizure and sale, any priority creditors, related writ holders and your writ of enforcement.

2 Instructing Us For Seizure

You will need to provide the following documentation:

- Completed Warrant
- Letter of Instructions - The more information we have from you, the better.
- Copy of Filed Writ of Enforcement or the Certificate of Judgment (if the Writ of Enforcement has not yet been filed).
- Copy of your Verification Statement showing registration of the Writ of Enforcement at Personal Property Registry.

Our office will prepare all other documents required by the Civil Enforcement Act for issuance to the Bailiff.

3 Seizure Decisions

When providing our office with instructions you will need to also 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 where the goods are to be removed and stored (should be insured and secure storage)?
- Do you want the bailiff to leave the seized goods with the Debtor on a Bailee’s Undertaking (serious consideration should be given to this option if you anticipate the costs of removal to be quite high or if it is reasonably anticipated that the Debtor will make settlement arrangements)?
- Do you have a specific auction that you use?

4 Priorities and Other Issues That May Affect the Seizure Outcome

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

- Canada Customs and Revenue Agency – Deemed Trust
- Workers’ Compensation Board
- Garagemen’s Lien
- Security Agreement
- Municipal Government (i.e. City of Calgary)
- Related writ holders - instructing writ holder gets the first \$2000. Remaining money is distributed on a pro-rata basis.

5 Post Seizure Process

- Debtor has right to object to Seizure, to sale and to the Distribution of the Sale Proceeds.
- Process from seizure to sale and distribution of proceeds takes 2 to 3 months minimum.
- Debtor objection must be addressed by court application brought by law firm.
- Initial Seizure costs from \$950 to \$1,450 (Additional bailiff time, towing, removal, locksmith, etc. will increase cost).

6 Indemnity

We will require an indemnity before proceeding with any seizure. If you are using your own letter of instructions, the form of indemnification contained in our letter of instructions must be contained in your letter.

- Edmonton** – 280 10123 99 Street Edmonton, AB T5J 3H1
- Calgary** – 200 807 Manning Road NE, Calgary, AB T2E 7M8
- Email:** calgary@ccebailiff.ca or edmonton@ccebailiff.ca

Phone: 780 448-5833 Fax: 780 448-0698
 Phone: 403 262-8800 Fax: 403 262-8801
 Website: www.ccebailiff.ca

Debtor Information

Debtor Name(s): _____

 Address: _____

 Phone: _____ Gender: Male / Female
 Best time to seize: _____
 Date of Birth: _____
 SIN: _____
 Other Debtor Info.:

File Information

Date: _____
 Your Reference: _____
 Contact Name: _____

Attachments

- Warrant **or** Prepare & sign Warrant for us
- Filed Copy of Writ of Enforcement or Certificate of Judgment
- Verification Statement – PPR Registration
- Seizure Deposit (minimum - \$950 & GST)

Seizure Instructions

- RUSH** (Additional fees apply)

We hereby confirm that we have the legal right to seize the property of the Debtor as identified above, pursuant to an outstanding Judgment in the Province of Alberta and therefore instruct Consolidated Civil Enforcement Inc. to:

- Seize sufficient non-exempt assets of the Debtor to satisfy the total amount owing on the warrant.
- OR** Seize the property listed below:

- Leave goods on a Bailee’s Undertaking in the possession of:

- OR** Remove the property to secured storage or to the following storage facility listed below (Consolidated does not recommend removal of seized goods until the expiry of the Debtor’s Objection Period):

Continued on Page 2

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)

Information for Debtor

READ THIS DOCUMENT IMMEDIATELY

Your property has been seized under the Civil Enforcement Act either to satisfy a judgment against you or to satisfy a landlord's claim for unpaid rent ("landlord's distress"). This document sets out the exemptions to seizure to which you are entitled. Please note that, if the seizure is to satisfy another kind of claim, you may not be entitled to exemptions.

Caution: This document is not intended to provide legal advice. You should seek legal advice if you have any questions regarding your rights and obligations.

CIRCUMSTANCES WHERE EXEMPTIONS DO NOT APPLY

The exemptions listed below do not apply in the following circumstances:

1. If you are not an individual (e.g. you are a corporation).
2. If the judgment against you is for the payment of maintenance or alimony.
3. If you have abandoned the seized property.
4. If the judgment arises out of an act for which you have been convicted of an offence under the Criminal Code.

EXEMPTIONS – Except where any of the above circumstances apply, the following property is exempt from seizure:

| | WRITS | LANDLORD DISTRESS |
|--|--------------|------------------------------|
| 1. Food required by you and your dependants during the next 12 months. | | |
| 2. Clothing which is necessary for you and your dependants up to a value of..... | \$4,000 | \$4,000 |
| 3. Household furnishings and appliances up to a value of | \$4,000 | \$1,000* |
| 4. One motor vehicle up to a value of | \$5,000 | Not exempt |
| 5. Medical and dental aids required by you or your dependants. | | |
| 6. If your principal source of income is from farming, personal property necessary for the proper and efficient running of your farm for the next 12 months. | | |
| 7. If item 6 does not apply to you, personal property required by you to earn income from your occupation up to a value of | \$10,000 | \$10,000 – in the |
| case | | of Residential Premises |
| 8. Money payable by the Agriculture Financial Services Corporation in respect of a claim for loss or damage to crops. | | |

* FOR LANDLORD DISTRESS PURPOSES ONLY

Household Furnishings and appliances means one washing machine and dryer; one kitchen suite; bedroom suites and bedding; kitchen appliances including one each of a stove, a microwave, a refrigerator and a freezer; kitchen utensils; and, carriages, strollers, cradles and cribs necessary for the use of the debtor's children.

NOTICE OF OBJECTION

- If you believe that there is a valid reason why the property that has been seized should not have been seized you must serve the Notice of Objection that has been provided to you on the Civil Enforcement Agency that made the seizure.
- The Civil Enforcement Agency must receive the Notice of Objection from you within 15 days of the day that the seizure documents were served on you or an adult member of your household. Your Notice of Objection will be void if the Civil Enforcement Agency receives it after the 15 day period has expired or if you do not give a reason for your objection.
- The address of the Civil Enforcement Agency to which you must deliver your Notice of Objection is indicated at the top of the Notice of Objection.

Warning: If your objection to seizure is not based on valid reasons you could be required to pay legal costs resulting from your objection.

Notice: If you have concerns about the way that this seizure was conducted, contact the Civil Enforcement Agency shown on the Notice of Seizure of Personal Property. If you are unable to resolve your concerns with the Civil Enforcement Agency, you may contact the Sheriff – Civil Enforcement at (780) 422-2481.

Warrant

(Writ of Enforcement)

TO: CONSOLIDATED CIVIL ENFORCEMENT INC.

Civil Enforcement Agency - Issuing Office

Calgary Office - 200 807 Manning Rd NE Calgary, AB T2E 7M8 Ph: 403 262-8800 Fx: 403 262-8801 Email: calgary@ccebailiff.ca
Edmonton Office - 280 10123 99 Street Edmonton, AB T5J 3H1 Ph: 780 448-5833 Fx: 780 448-0698 Email: edmonton@ccebailiff.ca

A Writ of Enforcement has been registered at Personal Property Registry as Registration # _____.

You are hereby instructed to seize the personal property of

Name and Address of Debtor

in order to realize the sum of \$ _____ owing to _____
Amount Owing as registered at P.P.R. Name of Creditor

and the total amount of all related writs plus costs.

Location of personal property if different from the debtor's address

Dated at _____, _____, on _____ 20____.

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

RELATED WRITS – SEE REVERSE OR ATTACHED SEARCH RESULTS.

AMOUNT OWING THIS WRIT

PLUS TOTAL OF Related Writs

PLUS Seizure Fees and Costs

TOTAL



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: _____