

Commercial Landlord's Rent Distress Instructions

Vancouver – 4508 Beedie Street, Burnaby, BC V5J 5L2
 Email: BC@ccebailiff.ca

Phone: 604-434-2448 Fax: 604-431-7202
 Website: www.ccebailiff.ca/bc

Date: _____ **Your reference #:** _____ **Contact:** _____

Tenant Name: _____

Tenant Address: _____ Phone: _____

Hours of Operation (Commercial): _____

of Months in Arrears _____ Total Rental Arrears \$ _____ , plus costs.

Seizure Instructions **RUSH** (Additional fee will be charged)

We hereby confirm we have the right to seize the property of the commercial tenant as identified above, pursuant to outstanding rental arrears owed to us and acknowledge that we have not terminated the lease and will not terminate the lease before seizure is complete. We therefore instruct Consolidated Civil Enforcement Inc. to:

<input type="checkbox"/> Seize sufficient assets of the tenant to try to satisfy payment of the arrears owing to us	OR	<input type="checkbox"/> Seize the specific tenant property on the leased property listed below, (tenant owned motor vehicles must be in or on the leased premises to be subject to rent distress seizure).
<input type="checkbox"/> Remove the property to secured storage or to our storage facility listed below:	OR	<input type="checkbox"/> Leave goods in the possession of the tenant if a written Bailee's Undertaking is signed by the tenant.

Attachments

- Copy of Rental/ Lease Agreement
- Statement of Rental Arrears
- Seizure Deposit (minimum - \$650)

Indemnity

The Instructing Party (Customer) hereby indemnifies, on a solicitor and client basis, Consolidated Civil Enforcement BC Inc., ("Consolidated"), including its directors, officers, shareholders, employees, and agents in respect of all of the fees, disbursements, taxes and any other costs incurred, or payable, by Consolidated or any of those parties in responding to, or defending against, any claim, proceeding, or lawsuit arising in any way from work or services performed, or not performed, by Consolidated at the request, or on behalf, of that Customer. This indemnity shall not extend to any liability arising from proven significant negligence or intentional misconduct of Consolidated. This indemnity shall remain in force with respect to all services requested by the Customer from time to time. In the event of litigation to which this indemnity applies, the Customer agrees to fund, during the course of such litigation, the full legal defence costs of Consolidated and/or its directors, officers, shareholders, employees, and agents. The Customer agrees to provide additional indemnities, bonds or assurances as may be required by Consolidated from time to time.

The Customer agrees to pay for all services performed and invoiced by Consolidated within 30 (thirty) days of the invoice date. The Customer agrees to pay to Consolidated interest on overdue amounts at the rate of 18% (eighteen percent) per annum, calculated annually, not in advance. The Customer grants a security interest in all of its present and after-acquired personal property to Consolidated to secure any or all amounts owed by the Customer to Consolidated. The Customer agrees to pay deposits or make other advance payments for civil enforcement services as may be requested by Consolidated.

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

Address: _____

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

Authorized Signature

Name (please print)