

# Personal Property Security Act (PPSA) Seizure

### 1 Establishing and Registering Your Security Interest

Before you can proceed with a PPSA seizure, you must first establish your security interest in the debtor's property.

- Have a written security agreement, (e.g. lease, general security agreement), signed by the debtor(s) that provides for a grant of a
  security interest to you by the debtor(s) in either all of his/its/their personal property or in specified goods and which sets out
  what will occur if the debtor(s) defaults in making a payment and/or fulfilling an obligation.
- Perfect your security interest by registering a financing statement in the BC Personal Property Registry for a period of at least the term of your written security agreement.

### 2 Instructing Us for Seizure

You will need to provide the following documentation:

- Letter of Instructions The more information we have from you, the better.
- <u>Copy of the Security Agreement</u> (Helpful in verifying information and ensuring that the seizure is being properly carried out on your behalf).
- Copy of Your Verification Statement Showing that your security agreement is registered.

Section 59 of the BC Personal Property Security Act requires a secured creditor who has seized property of a debtor to give to the debtor, other secured creditors and other specified parties at least 20 days before sale or other disposition a written notice of the creditor's intention to dispose of the seized goods. The notice must include legally mandatory calculations and information. Consolidated will only prepare and deliver this notice if you have instructed us to do so in your letter of instructions to us. If the seized goods are consumer goods (i.e. used primarily for family or household purposes), then under BC law a secured creditor will likely be unable to sue the debtor for any amounts still owing after the seized goods have been sold.

#### 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 to?
- Do you want the bailiff to the leave them with the Debtor on <u>a written Bailee's Undertaking if the debtor will sign one (may consider if there are no good storage options or if the costs of removal are going to be significant and you anticipate that the Debtor will make settlement arrangements)?</u>
- Do you have a <u>specific auction</u> that you use?
- If the seizure is effected in a remote area, <u>are you making transport arrangements</u> for the goods, or do you want our office to make those arrangements for you.
- Once goods, including motor vehicle(s), have been seized or surrendered it is your responsibility to deal with those seized goods
  only in accordance with the BC Personal Property Security Act, including your obligation to ensure that some types of
  government claims as well as other prior secured creditors, (and some preferred creditors), are paid out of the net proceeds of
  sale or other disposition of the seized goods in priority to your claim.

#### 4 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.



## Personal Property Security Act (PPSA) Seizure Instructions

Fax: 604-431-7202

Vancouver – 4508 Beedie Street, Burnaby, BC V5J 5L2 Phone: 604-434-2448

Debto	or Name:	Total Amount Owing \$
	255:	Current Arrears \$ plus costs.
		Contract Date:
Phone	e: Gender: Male / Female	Date of Default:
DOB:		Vehicle Make Model
Best time to seize:		PlateColour
Other Debtor Info.:		VIN
		Attachments:
Co-Debtor/Guarantor(s) Name: DOB:		☐ Copy of Verification Statement / PPSA Registration at PPR
Addre	ess:	☐ Copy of Security Agreement / Contract
	Phone:	☐ Seizure Deposit (minimum - \$650)
Seizure Instructions RUSH ☐ (Additional fee charged) Giving the Notice of Disposition		
We hereby confirm that we have the legal right to seize the secured property as per the attached security agreement, the security		Must check one:
interest arising from which has been registered at the Personal		We will give the required Notice of Disposition to the debtor and all parties as required by the PPSA
Property Registry and we instruct Consolidated Civil Enforcement BC Inc. to act on our behalf to:		·
	oire convend property as set out in the convity agreement	and we will give a Notice of Disposition to all other parties as
	eize secured property as set out in the security agreement <b>r</b> Seize property listed in attached schedule.	required by the PPSA (Additional notice preparation and service fees will apply)
☐ R	emove property to secured storage	or CCE to give Debtor and all parties required by PPSA the
	r Remove goods to the following storage facility:	required Notice of Disposition (Additional notice preparation and service fees will apply).
-		э э э. э. э. э. э. э. э. э. э.
	r Leave goods in the possession of the Debtor if the Debtor	If CCE is preparing and/or giving the Notice of Disposition we shall need you to provide us with the mandatory information for that
signs a written Bailee's Undertaking.		notice as required by the BC PPSA.
ОС	CE to arrange for transport to the following auction:	
	or We will make our own transport arrangements.	
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	e: Fax:	Email:

Name (please print)

**Authorized Signature** 

Date