

1 Establishing Your Lien

A Repairer's Lien is established under any of the following circumstances:

- Money, skill, or materials bestowed on a motor vehicle, an aircraft, a boat or an outboard motor which has altered and improved its properties, or increased its values.
- A lien does not apply to storage or fuel used on an above mentioned article.

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 in the BC Personal Property Registry you must have an invoice or other statement of account setting out the amount owing which was signed by your customer before you released the motor vehicle, aircraft, boat or outboard motor to them.
- Your lien continues for 180 days after registration.
- You must seize the vehicle during the 180 days.
- You may apply to the court to extend your lien for a further 180 days if you apply before the initial 180 day period has ended. Consolidated can assist you in extending your lien upon request.

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 of a vehicle remains with the registered owner until all seizure and sale proceedings pursuant to the Repairers Lien Act have been completed.
- The value of the vehicle will be determined through the method used to sell the vehicle.

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 where the vehicle is?
- Does the name on the warrant match the name of the owner or person requesting the repairs set out on the signed invoice or other statement of account?
- Upon seizing the motor vehicle, aircraft, boat or outboard motor in question and being paid its fees for the seizure, the bailiff is required by law to deliver the seized vehicle, etc. to you so that you may proceed with sale of it.

5 Priorities That May Affect the Seizure Outcome

We will conduct a lien search and serial number search prior to proceeding to try to seize the vehicle. These searches will help to identify the claims of other creditors to the vehicle.

6 Post Seizure Process

When the seized motor vehicle, aircraft, boat or outboard motor is delivered to your possession by us you may then proceed to sell it in the manner set out in section 2 of the Repairers Lien Act.

Repairer's Lien Seizure 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:** _____

Debtor Name: _____ Gender: Male / Female

Debtor Address: _____ Phone: _____

Vehicle in possession of (Name & address if different from above): _____

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

We hereby confirm that we have the right, pursuant to a registered Repairer's Lien we hold, to have the property described above seized and delivered to us by you and we hereby instruct you to do so on our behalf.

Attachments

- Verification Statement – PPR Registration Seizure Deposit (minimum - \$650)
 Copy of the signed invoice or other statement of account setting out the amount owing.

Total Amount of Repairer's Lien \$ _____

Make: _____ Model: _____ Year: _____

Colour: _____ Serial Number: _____ License Plate: _____

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)