



## REPRESENTATION AGREEMENT QUESTIONNAIRE

This questionnaire is designed to help you gather the preliminary information needed to create a Representation Agreement. Once completed, make an appointment to meet me in my office we will discuss your needs. All information contained within this questionnaire is strictly confidential and will not be shared with others pursuant to my Privacy Policy. For a copy of the Privacy Policy, please ask.

### Some things you should know before getting started:

- The Representation Agreement is no longer valid if the Representative, dies, becomes incompetent or resigns.
- The Representative can make health care and personal care decisions for you, or assist you with those decisions.
- The Representative must act in your best interests and use any instructions or known beliefs or wishes as a guide as far as practicable. (those instructions, when in writing, are often referred to as a Health Care Directive, or Instructions for my Representative)
- Some people may want to give their Representative(s) authority to override their decisions, especially those with bi-polar conditions or schizophrenia. Please let us know if you want this authority in your agreement.
- A Representative Agreement can only be used for financial and business purposes and cannot deal with real estate.
- An enhanced Representation Agreement (a “Section 9” Representation Agreement) can only be used for health care and personal care decisions.
- A standard Representation Agreement (a “Section 7” Representation Agreement) is for **ROUTINE** management of financial matters and **ROUTINE** health care decisions and is generally used for people who may have slightly diminished capacity. The Notary will interview you and help you decide which agreement is best suited to your needs.

A simple YES or NO for many of the questions below will suffice.

### INFORMATION ABOUT YOU

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Gender: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_

## INFORMATION ABOUT YOUR REPRESENTATIVE

- ① You must appoint at least one person who will be your primary Representative. If your primary Representative cannot act for whatever reason, you may name alternates in ② on the next page.

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_

If you have appointed more than one Representative, do you want them to be able to act separately or require them to act together? Note that if they must act together and if one of them becomes incapable, dies, or refuses to act, the Representative Agreement may be void and you may not be competent at the time to make a new Agreement.

I want my Representative's to (Act together or be able to act separately) \_\_\_\_\_

If your Representative's must act together, under what situation(s) will you allow one Representative to act alone?

- \_\_\_\_ A Representative dies
- \_\_\_\_ A Representatives becomes incapable or very ill
- \_\_\_\_ A Representatives moves away
- \_\_\_\_ A Representative refuses to act

Where there are multiple representatives, indicate how you would like them to resolve a conflict:

- \_\_\_\_ Consult a notary, accountant or lawyer
- \_\_\_\_ Consult a family friend (name)
- \_\_\_\_ Consult a family member (name)
- \_\_\_\_ Consult another professional (name or title)

2 If the Representative(s) name in #1 above for whatever reason cannot act, who do you want to take their place? Note: You do not have to name anyone

Full Legal Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Phone: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
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Phone: \_\_\_\_\_

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Relationship: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Phone: \_\_\_\_\_

Note that any choice that you have made in #1 regarding any requirement to act together applies to your alternate Representative unless otherwise stated below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Substitute Representatives**

Do you want your representative(s) named in 1 or 2 above to have the power to appoint a substitute representative (in the event he/she becomes ill and can no longer act as your representative)? \_\_\_\_\_

**ROUTINE MANAGEMENT OF FINANCIAL AFFAIRS AND MONITOR**

If you wish, your Representative(s) will have the power to take care of the routine management of your financial affairs. Please see the last two pages of this questionnaire for a list of activities comprising of "Routine Management of Adult's Financial Affairs".

If you grant your Representative the power described above, you must appoint a "Monitor" who will review the activities of the Representative and report any concerns to the Public Guardian and Trustee. Note that a Monitor is not required if:

- 1. You have appointed more than one Representative who must act together; or
- 2. The Representative is your spouse.

Do you want the Representative to be able to take care of the routine management of your financial affairs? \_\_\_\_\_

If you answered YES to the above question, who do you appoint as your monitor (if needed)

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_

**DECISIONS OF REPRESENTATIVES**

Do you want your Representative to: (Note: You must answer YES to at least one.)

- Help me make decisions \_\_\_\_\_
- Make decisions on my behalf \_\_\_\_\_

What do you authorize your Representative to make decisions about? (Note: You must answer YES to at least one.)

- My personal care. \_\_\_\_\_
- The routine management of my financial affairs, as set out in the Representation Agreement Regulation. See Page 6 for a list of routine financial affairs. Cross anything off of that list that you do not want. \_\_\_\_\_
- Major health care and minor health care, as defined in the *Health Care (Consent) and Care Facility (Admission) Act*. \_\_\_\_\_
- Obtaining legal services for me and instructing counsel to commence proceedings, except divorce proceedings, or to continue, compromise, defend or settle any legal proceedings on my behalf. \_\_\_\_\_

**PAYMENT TO REPRESENTATIVE AND MONITOR**

Do you want your Representative to be paid? \_\_\_\_\_

If your Representative is to be paid, indicate:

\_\_\_\_\_ Out of Pocket expenses

\_\_\_\_\_ A reasonable hourly rate of & \_\_\_\_\_ for time spent on your behalf

\_\_\_\_\_ A fee arrangement (generally for professionals) based on

- Capital fee of \_\_\_\_\_% of value of trust property, and
- An annual income fee of \_\_\_\_\_% of income earned, and
- An annual care and management fee of \_\_\_\_\_% calculated on the average value of the trust property

**ADDITIONAL INSTRUCTIONS, WISHES, OR NOTES**

State below if you have any additional instructions or wishes. (Such as a request for no life support, only specific types of support, receiving organ transplants, wanting to die a natural death if there is no chance of living a reasonably productive life, etc.)

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Thank you for completing this questionnaire. Either bring it to me when we meet or email it to me at [molly@mollynotary.com](mailto:molly@mollynotary.com). We will discuss your options and prepare for you a Representative Agreement that suits your needs.

## ROUTINE MANAGEMENT OF ADULT'S FINANCIAL AFFAIRS

The following is a list of activities permitted in the "Routine Management of Adult's Financial Affairs". Read this carefully and cross off any activities that you do not want your Representative to deal with.

- (1) For the purposes of section 7 (1) (b) of the Act, the following activities constitute "routine management of the adult's financial affairs":
  - (a) paying the adult's bills;
  - (b) receiving the adult's pension, income and other money;
  - (c) depositing the adult's pension, income and other money in the adult's accounts;
  - (d) opening accounts in the adult's name at financial institutions;
  - (e) withdrawing money from, transferring money between or closing the adult's accounts;
  - (f) receiving and confirming statements of account, passbooks or notices from a financial institution for the purpose of reconciling the adult's accounts;
  - (g) signing, endorsing, stopping payment on, negotiating, cashing or otherwise dealing with cheques, bank drafts and other negotiable instruments on the adult's behalf;
  - (h) renewing or refinancing, on the adult's behalf, with the same or another lender, a loan, including a mortgage, if
    - (i) the principal does not exceed the amount outstanding on the loan at the time of the renewal or refinancing, and
    - (ii) in the case of a mortgage, no new registration is made in the land title office respecting the renewal or refinancing;
  - (i) making payment on the adult's behalf on a loan, including a mortgage, that
    - (i) exists at the time the representation agreement comes into effect, or
    - (ii) is a renewal or refinancing under paragraph (h) of a loan referred to in that paragraph;
  - (j) taking steps under the *Land Tax Deferral Act* for deferral of property taxes on the adult's home;
  - (k) taking steps to obtain benefits or entitlements for the adult, including financial benefits or entitlements;
  - (l) purchasing, renewing or cancelling household, motor vehicle or other insurance on the adult's behalf, other than purchasing a new life insurance policy on the adult's life;
  - (m) purchasing goods and services for the adult that are consistent with the adult's means and lifestyle;
  - (n) obtaining accommodation for the adult other than by the purchase of real property;
  - (o) selling any of the adult's personal or household effects, including a motor vehicle;
  - (p) establishing an RRSP for the adult;
  - (q) making contributions to the adult's RRSP and RPP;
  - (r) converting the adult's RRSP to a RRIF or annuity and creating a beneficiary designation in respect of the RRIF or annuity that is consistent with the beneficiary designation made by the adult in respect of that RRSP;
  - (s) making, in the manner provided in the *Trustee Act*, any investments that a trustee is authorized to make under that Act;
  - (t) disposing of the adult's investments;
  - (u) exercising any voting rights, share options or other rights or options relating to shares held by the adult;
  - (v) making donations on the adult's behalf to registered charities, but only if
    - (i) this is consistent with the adult's financial means at the time of the donation and with the adult's past practices, and
    - (ii) the total amount donated in any year does not exceed 3% of the adult's taxable income for that year;

- (w) in relation to income tax,
    - (i) completing and submitting the adult's returns,
    - (ii) dealing, on the adult's behalf, with assessments, reassessments, additional assessments and all related matters, and
    - (iii) subject to the *Income Tax Act* and the *Income Tax Act (Canada)*, signing, on the adult's behalf, all documents, including consents, concerning anything referred to in subparagraphs (i) and (ii);
  - (x) safekeeping the adult's documents and property;
  - (y) leasing a safety deposit box for the adult, entering the adult's safety deposit box, removing its contents and surrendering the box;
  - (z) redirecting the adult's mail;
  - (aa) doing anything that is
    - (i) consequential or incidental to performing an activity described in paragraphs (a) to (aa), and
    - (ii) necessary or advisable to protect the interests and enforce the rights of the adult in relation to any matter arising out of the performance of that activity.
- (2) For greater certainty, the activities that under subsection (1) constitute "routine management of the adult's financial affairs" **do not** include any of the following:
- (a) using or renewing the adult's credit card or line of credit or obtaining a credit card or line of credit for the adult;
  - (b) subject to subsection (1) (h), instituting on the adult's behalf a new loan, including a mortgage;
  - (c) purchasing or disposing of real property on the adult's behalf;
  - (d) on the adult's behalf, guaranteeing a loan, posting security or indemnifying a third party;
  - (e) lending the adult's personal property or, subject to subsection (1) (v), disposing of it by gift;
  - (f) on the adult's behalf, revoking or amending a beneficiary designation or, subject to subsection (1) (r), creating a new beneficiary designation;
  - (g) acting, on the adult's behalf, as director or officer of a company.