

REPRESENTATION AGREEMENT

Adult Protection and Decision Making Act, Part 2

For more information about Representation Agreements, see the booklet on Representation Agreements.

A Representation Agreement is a written agreement between you and your Representatives. You can give your Representatives the power to make decisions for you for day-to-day decisions about your money or your personal affairs. List the decisions you want your Representatives to make for you in this Agreement.

If you want to have a legally valid Representation Agreement you must use this form and you must be at least 19 years of age. Also, you must be able to understand the “nature and effect” of this

agreement. That means that you understand what you have written in this agreement and the effect it will have on your life. You must also understand that your Representatives will make decisions for you in the areas you have set out in this agreement.

If you want your Representation Agreement to end, tell your Representatives and ask for all the copies back that you gave to people so you can destroy them.

This agreement cannot be renewed. You will need to make a new agreement once this agreement expires.

1. This is the Representation Agreement of

Name _____ Date of birth _____
(day/month/year)

Address _____
(residence) (city/town) (territory/province)

Telephone _____

2. I understand that this agreement takes effect when it has been signed by everyone listed in section 10 of this agreement and is only in effect as long as I continue to understand the “nature and effect” of this agreement.

3. Purpose of Agreement

The reasons I want to have Representatives make some decisions for me are because I:

(Examples: • have trouble communicating • need help with banking • have trouble putting my decisions into action)

REPRESENTATION AGREEMENT**4. My Representatives**

For agreements for more than one year, you must name two or more Representatives. For a one-year agreement you must name one or more Representatives. A Representation Agreement cannot be for more than 3 years.

I cancel any other Representation Agreement made by me and appoint the following person(s) to be my Representative(s):

Representative #1: Name _____

Address _____
(residence) (city/town) (territory/province)

Telephone (wk) _____ (hm) _____ Email _____

Representative #2: Name _____

Address _____
(residence) (city/town) (territory/province)

Telephone (wk) _____ (hm) _____ Email _____

Representative #3 (Optional): Name _____

Address _____
(residence) (city/town) (territory/province)

Telephone (wk) _____ (hm) _____ Email _____

5. Alternate Representative (Optional)

If one of my Representatives named above are:

(choose one or more)

unable or unavailable to act

other _____

I appoint the following person as my Alternate Representative:

Alternate Representative: Name _____

Address _____
(residence) (city/town) (territory/province)

Telephone (wk) _____ (hm) _____ Email _____

REPRESENTATION AGREEMENT**6. Areas My Representatives Are Authorized to Assist**

I authorize my Representative(s) to make decisions for me in the following areas:

- a) Financial** *(Cross out any decisions you DON'T want your Representatives to make. If you want your Representatives to have something less than complete authority for any decision, describe the limits in the right hand column. For example, in (a) you could specify that you only want your Representatives to pay your rent and electrical bills.)*

Financial Decisions I Want My Representatives to Make for Me:	Limits
(a) pay my bills, including my	
(i) property taxes, and	
(ii) loan and mortgage payments.	
(b) buy goods and services for me for day-to-day living that I can afford and that match my lifestyle;	
(c) arrange and pay for a place for me (excluding a "care facility") to live other than by buying property or a home for me.	
(d) buy, renew or cancel household, motor vehicle or other insurance for me, other than buying a new life insurance policy for me.	
(e) make contributions to my RRSP (registered retirement savings plan) and RPP (registered pension plan).	
(f) for the purposes of doing anything listed above, I want my Representatives to be able to:	
(i) take money out of my bank accounts, and	
(ii) sign, endorse, stop payment on, negotiate, cash or otherwise deal with cheques, bank drafts and other negotiable instruments on my behalf.	
I also want my Representatives to:	
(g) receive and confirm statements or notices from my bank for my bank account so that my Representatives can reconcile my accounts.	
(h) receive and deposit my pension, income and other money in my bank accounts;	
(i) transfer money between my bank accounts;	
(j) take steps to get benefits or entitlements for me, including financial benefits or entitlements;	
(k) in relation to income tax I want my Representatives to:	
(i) complete and send my income tax returns, or arrange for them to be completed and sent,	
(ii) deal with tax assessments, reassessments, additional assessments and all related matters on my behalf, and	
(iii) sign, on my behalf, all documents, including consents, concerning anything listed above in (i) and (ii);	
(l) keep my documents and property safe and available to me when I ask for them.	

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b) Personal (Cross out any decisions you DON'T want your Representatives to make and describe any limits on your Representatives' authority in the right hand column.)

Personal Decisions I Want My Representatives to Make for Me:	Limits
(a) where I can live (excluding a "care facility") and with whom.	
(b) whether I should work and, if so, the type of work, who I should work for and other things related to work.	
(c) whether I should go to any school or training program, and if so, the type of training and other things related to education.	
(d) my daily living activities, including my	
(i) hygiene, diet, and dress,	
(ii) social activities, and	
(iii) companions.	

7. My Representatives are not allowed to make any decisions that are not listed above. In addition, my Representatives are not permitted to make "care" decisions for me under the *Care Consent Act*, which includes consent to health care, consent to personal assistance services (e.g. Home Care) and consent to live in a care facility (e.g. continuing care facility or a group home or approved home for an adult with a disability).

8. Ending Agreement (Optional)

If I am still capable of understanding, I can cancel or end this agreement at any time. I understand that I may make other conditions that must be met first before this agreement can be cancelled. These conditions are listed below:

(Examples: • agreement may only be cancelled after I provide one week's notice to my Representative to allow for a cooling-off period/period of reflection • agreement to expire on a certain date)

9. Other Conditions (Optional)

The following conditions also apply to this agreement:

(Examples: • Representatives must go over financial records every month or when I ask)

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10. Signatures (You, your Representatives and the Witnesses must sign together at the same time.)

Adult

I understand the nature and effect of this agreement.

_____ (day/month/year) _____ (my signature)

Representatives

_____ (day/month/year) _____ (signature)

_____ (day/month/year) _____ (signature)

_____ (day/month/year) _____ (signature)

Designated Witness (people who can witness this agreement are set out in the Adult Protection and Decision-Making Act regulations)

I certify that I witnessed the signing of this agreement.

_____ (day/month/year) _____ (designated witness)

_____ (agency) _____ (position)

Telephone (wk) _____ (hm) _____ Email _____

Expiry

This agreement ends in 1 year (if you have only one Representative)

OR

3 years (if you have two or more Representatives)

on _____
(day/month/year)

Note that this agreement is no longer in effect if you are not able to understand the nature and effect of this agreement any more.

Who has a copy of this agreement? List the people here. If you want to end this agreement, ask these people to give the copies back to you so that you can destroy them. You can ask your Representative or another person to help you.

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Declaration by Representative
Adult Protection and Decision-Making Act, s. 17(2)

(A separate declaration is required for each Representative.)

I, _____ of _____
(print full name of representative) (print address)

Declare that:

1. I agree to act as a Representative for _____
(print full name of adult)
(print full address of adult)

2. My relationship to the adult named above is:

3. I acknowledge the duties of a Representative outlined in the Adult Protection and Decision Making Act, Part 2 and the regulations.

4. I am 19 years of age or older, and I am not an employer or employee of the adult. I am not paid for providing accommodation or other services to the adult. In addition, I have never had an order made against me under the Family Violence Prevention Act or Part 4 of the Adult Protection and Decision-Making Act. I am also not the spouse, child, parent, employee or agent of someone in any of the categories listed above.

The truth of this statement is certified at _____ on _____
(print name of city, territory) (day, month, year)
(signature of representative)

Duties of a Representative

From the *Adult Protection and Decision Making Act, Part 2:*

23(1) Representatives must

- (a) consult, to the extent reasonable, with the adult to determine their current wishes;
- (b) comply with those wishes, if it is reasonable to do so;
- (c) not exert undue influence upon the adult;
- (d) act honestly and in good faith;
- (e) exercise the care, diligence, and skill of a reasonably prudent person;
- (f) act within the authority granted in this agreement;
- (g) encourage and assist the adult
 - (i) To care for and make decisions about the adult, or to participate in doing so, and
 - (ii) To manage or participate in managing the adult's affairs

(2) When managing an adult's financial affairs, representatives are fiduciaries.

(3) If the adult's current wishes cannot be determined or it is not reasonable to comply with them, the representatives must comply with any instructions or wishes the adult expressed in the representation agreement.

(4) If no instructions or wishes are expressed in the representation agreement, the representatives must act on the basis of the adult's known beliefs and values; or in the adult's best interests, if the adult's beliefs and values are not known.

24(1) Representatives have a right to assist the adult to obtain any information to which the adult is entitled in relation to the performance of the duties of the representatives under the representation agreement.

(2) A representative

- (a) must not, without the consent of the adult, attempt to obtain information that is not reasonably required for performing duties under the agreement;
- (b) must not, without the consent of the adult, use the information for a purpose other than performing duties under the agreement;
- (c) must take reasonable care to ensure that the information is kept secure from unauthorized access, use, or disclosure; and
- (d) must, when they no longer need the information for performing duties under the agreement, dispose of it using reasonable care to ensure that it is kept secure from unauthorized access, use or disclosure.

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- (3) Despite subsection (2), a representative may, without the consent of the adult, disclose or use information obtained under a representation agreement to the extent necessary for
- (a) responding to a designated agency making inquiries under section 62 (abuse and neglect);
 - (b) responding to an investigation by the Public Guardian and Trustee under the Public Guardian and Trustee Act (e.g. financial abuse); or
 - (c) making an application to the Supreme Court respecting the adult.

26(1) A representative who complies with section 23 (duties) is not liable for injury to or death of the adult or for financial damage or loss to the adult.

From the Regulations:

A representative who is managing an adult's financial affairs must

- (a) keep accounting records; and
- (b) produce the accounting records for inspection and copying at the request of the adult or the Public Guardian and Trustee.

The financial activities that may be managed by representatives 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) 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 disposing of it by gift;
- (f) acting, on the adult's behalf, as director or officer of a company;
- (g) investing any of the adult's money in any investment not protected by the Canada Deposit Insurance Corporation.
- (h) Any other activity with respect to the financial affairs of the adult not listed in the regulations.

A representative has no authority to do any of the following, and must not attempt or purport to do any of the following:

- (a) execute or be the recipient of any assignment of the adult's pension or other income;
- (b) spend any of the adult's cash without first depositing it in a bank account in the adult's name;
or
- (c) take any of the adult's cash or property or spend any of the adult's money for the representative's own use.