

Representation Agreements
Supported Decision Making

Session Agenda

- What Representation Agreements are & what they are not
- Why have a Representation Agreement
- Who can make a standard agreement
- What areas are covered by standard agreements
- Decision-making without a Representation Agreement
- How to help someone make an agreement
 - Accessing & completing forms
 - Witnesses
 - Registration of agreements
- Responsibilities of Representatives - documentation
- The monitoring of Representatives – other legislation

The following is provided as
information. It is not legal advice.

Representation Agreement – What is it?

- A legal document for personal planning
- A Representation Agreement is made voluntarily
- Available to adults who need support with decision-making
- Based on a person's need for support and **NOT** their competence – capability is viewed differently
- Does not remove decision-making rights from the adult or deem them a non-person

Representation Agreements Are Not...

- **Not** a Power of Attorney – a person must be able to sign a contract to authorize a Power of Attorney
- **Not** Committeeship (previously known as adult guardianship) – a court must appoint a Committee
 - this causes a person to lose their civil rights and be considered a non-person under the law

Why Have a Representation Agreement?

- In BC, you are considered an adult at 19 years of age
- No one has the automatic right to act on your behalf – not a spouse, family member, or paid staff
- In the past, family members and staff have often been looked to for consent or signing on behalf of an adult with a disability, but it is **not legal**
- New awareness about human rights, consent, and privacy now - more importance given to the Representation Agreement Section 7 (RA7) for adults with developmental disabilities

Why Have a Representation Agreement?

- Paid staff and employees of facilities cannot be appointed or act as Representatives in a Representation Agreement - this is the role for family members and/or friends
- When an adult makes a Representation Agreement, it strengthens the connections between family/friends and the service providers
- Clarifies roles and helps everyone work as a team in support of the adult's needs and wishes

Why Have a Representation Agreement?

- Some programs and services recognize a Representation Agreement as an option for accessing a particular service or benefit, such as **Direct Funding** from Community Living BC or to apply for the Choices in Supports for Independent Living (CSIL) Program

Helping a Relative or Friend with a Disability – Making a Representation Agreement Section 7

- Adults may need assistance with decision making for some or all life areas: health care, personal care, legal or financial affairs
- A Representation Agreement 7 (RA7) has an inclusive definition of capability – an adult who cannot make a Will or a Power of Attorney **can** make an RA7

Helping a Relative or Friend with a Disability – Making a Representation Agreement Section 7

Who makes an RA7?

- Youth who are turning 19 and older adults whose capability may be in question due to:
 - A developmental disability, FASD or other disability
 - An acquired brain injury
 - A dual diagnosis (or a developmental disability and mental illness)

What Does a Representation Agreement Cover?

Supported decisions in 4 areas of life:

- Major and minor health care



- Personal care



- Legal Affairs



- Routine management of financial affairs



Major & Minor Health Care

May include:

- Medications, tests, surgery, any treatment requiring a general anaesthetic, dental care, end-of-life comfort care, radiation therapy, intravenous chemotherapy, kidney dialysis, electroconvulsive therapy (if recommended in writing by the treating physician and one other physician), and laser surgery

Major & Minor Health Care

May not include:

- Abortion
- Electroconvulsive therapy that does not have physician consent in writing
- Experimental health care involving a foreseeable risk that does not outweigh the expected therapeutic benefit
- Refusal of health care that is necessary to preserve life (this would require consensus of the medical team and your family members)
- Sterilization for non-therapeutic reasons

Personal Care

Includes matters respecting/regarding:

- Shelter/living arrangements
- Employment, diet and dress of an adult
- Participation in social, educational, vocational and other activities
- Contact or association by an adult with other persons
- Licences, permits, approvals or other authorizations of an adult to do something

Legal Affairs

May Include:

- Obtaining legal services and instructing a lawyer to commence, continue, compromise, defend or settle legal proceedings on the adult's behalf
- Settling an insurance claim
- Going to small claims court

Legal Affairs

May not include:

- Obtaining and instructing a lawyer to begin divorce proceedings
- Making a Will for an adult

Routine Management of Financial Affairs

Includes (in addition to many others):

- Banking-related matters
- Paying an adult's bills
- Purchasing goods and services for the adult
- Government benefits
- Revenue Canada
- Managing investments
- Renewing or refinancing a loan or mortgage

Please refer to the handout "Definition of Routine Management of Financial Affairs" for a complete list

Routine Management of Financial Affairs

Does not include:

- Purchasing or disposing of real property on the adult's behalf
- Using or renewing an adult's credit card or line of credit
- Instituting a new loan or mortgage

Please refer to your handout "Definition of Routine Management of Financial Affairs" for a complete list

Decision-making without a Representation Agreement – Health Care

- **General Rule: Adults can only be given health care with their consent**
 - Main exceptions
 - When urgent or emergency health care required and adult is incapable of giving consent and no one with authority to consent is available
 - When involuntary psychiatric treatment is needed under the Mental Health Act
 - For preliminary exams, such as triage or assessment

Decision-making without a Representation Agreement – Health Care

- What if an adult is unable to give or refuse consent
 - The health care provider must first approach the adult for a decision – will decide if adult is capable or incapable of understanding the information provided to make an informed decision
 - List of decision makers is as follows:
 - Court appointed committee of person
 - Representative for Health & Personal Care decisions
 - An Advance Directive
 - A Temporary Substitute Decision Maker

Decision-making without a Representation Agreement – Health Care

- Temporary Substitute Decision Maker will be decided by health care provider in the following order:
 - Adult's spouse
 - Adult's child
 - Adult's parent
 - Sibling
 - Grandparent
 - Grandchild
 - Anyone related by birth or adoption
 - A close friend
 - A person immediately related to the adult by marriage

Decision-making without a Representation Agreement – Health Care

- If no one from the ranked list, or there is a dispute among equally ranked decision makers, Public Guardian and Trustee (PGT) must be contacted by health care provider
- PGT has 2 role in health care consent:
 - To authorize and eligible and willing person to make the health care decision as Temporary Substitute Decision Maker; or
 - Act as a Temporary Substitute Decision Maker if there is no suitable person available and willing to make the health care decision

Decision-making without a Representation Agreement – Financial and Legal

- Committee of Estate – Public Guardian and Trustee
 - Upon receipt of an assessment of incapability from a Qualified Health Care Provider, a certificate of incapability is signed
 - Public Guardian and Trustee has full responsibility for the adult's financial and legal affairs – for larger amounts of money only i.e. from an inheritance or trust

Forms for Standard Section 7 Representation Agreements

- Nidus Personal Planning Resource Centre and Registry has online forms available
- If forms are not changed, they are free of charge
- If required, Nidus can help prepare a custom Representation Agreement

Representation Agreements – Standard Section 7

If you have 2 or 3 different people to appoint:

- Use one form to cover ALL life areas: major and minor health care, personal care, legal and routine finances – obtain forms from the Nidus website
- Appoint 1 representative, 1 alternate representative (optional), and 1 monitor; or

The individual is capable of managing their own financial and legal decisions but needs support with health and/or personal care decisions:

- Complete a Representation Agreement that only covers Health Care and Personal Care decisions
- Appoint 1 representative and 1 alternate representative

Nidus Can Help with a Custom Representation Agreement

Why customize?

- Some adults may need more than 1 representative or more than 1 alternate
- Some adults want both of their parents as representatives
- If you want a Custom RA7, book an appointment with Nidus – custom forms have a fee of \$75

Completing the Representation Agreement Forms

- Make sure the adult and everyone named in the Agreement is 19 years of age or older
 - **Do not** cross out or add wording and do not leave blanks
- Make sure the representative or alternate is not disqualified
 - **Cannot** be someone who is paid or receives some other benefit by providing health care or personal care services
 - **Cannot** be an employee of a facility where the person is supported (unless the care is given by the person's spouse, parent, or child)

Completing the Representation Agreement Forms cont...

- Gather the information you need to fill in the form and required Certificates (Certificates of Representative, Alternate, Monitor and/or Witnesses)
- Type in the information or fill it out by hand – DO NOT fill in the date at this point
- Once the information is filled out, you may prepare for the signing and witnessing

Signing and Witnessing RA7 forms

- Need 2 qualified witnesses to watch the adult sign the Representation Agreement(s)
 - Qualified witnesses **must** be 19 years of age or older, and they must understand the communication used by the adult
 - Qualified witnesses **cannot** be: a representative or alternate representative named in the agreement; the spouse, child or parent of a representative or alternate representative; the employee or agent of a representative or alternative representative named in the agreement

Signing and Witnessing RA7 forms cont...

- Once the witnesses and person wanting the RA7 are together, the forms can be signed and witnessed
- The person for whom the Representation Agreement is for signs on or near the box labelled 'Signature of Adult' while the two witnesses watch
- The mark the adult makes is considered a signature – do not use a stamp or hand over hand
- The witnesses sign below the adult's signature as well as on Form 4 Certificate of Witnesses

Finishing Off the Agreement

- Go through and fill in the spaces that ask for the date the Agreement was signed – be sure all 'made on' and 'signed on' dates match
- The representative, alternate representative and/or monitor can now sign their forms/Certificates
 - The monitor does not sign on the agreement
 - The representative and alternate representative sign the Agreement and a Certificate of Representative/Alternate

Now What?

- Keep the original of the document
- Make photocopies for others
- You may file the representation document through Nidus registry (this is optional and has a fee of \$25 per agreement)

Duties of Representative

Representatives must...

- Act honestly and in good faith
- Act within the authority given in the representation agreement
- Act on the basis of the adult's expressed wishes, on the basis of the adult's know beliefs and values, or in the adult's best interests (if their beliefs and values are not known)
- Keep a record of health decisions made on a person's behalf
- Keep accounts and records for inspection and produce them, when requested
- Keep the adult's assets separate from the Representative's assets

Monitoring of Representatives

- Any person may make an objection to the Public Guardian and Trustee if they have reason to believe that anything improper has occurred (or is occurring) in the making, use, or revocation of a representation agreement
- The Public Guardian and Trustee may review or investigate reports that a representative or other individuals are abusing or neglecting the adult, or if a representative is failing to comply with the representation agreement or their duties as representative

References

- **Nidus website** – Representation Agreements. (n.d.). Retrieved April 18, 2018
- **Public Guardian and Trustee - Home.** (n.d.). Retrieved April 18, 2018
- **Representation Agreement Act: Representation Agreement Regulations** – BC Laws. (current to November 6, 2018). Retrieved November 15, 2018

Representation Agreement with Section 7 Standard Powers

"My mom may make a Representation Agreement even though she has dementia and cannot make a Power of Attorney."



Please also read the fact sheet *Representation Agreement Overview*.

This fact sheet is about a Representation Agreement with Section 7 standard powers made on or after September 1, 2011. For information on documents made before this date, see the Nidus fact sheet on *Amendments and Representation Agreements made before Sept. 1st*.

What is a Representation Agreement with Section 7 standard powers?

A Representation Agreement with Section 7 standard powers is a legal document for personal planning that is available to adults who need help today because their mental capability/competency may be in question.

This type of Agreement is also a document of choice for other situations. For example, adults who:

- Need immediate help with their financial affairs and/or health matters due to 'physical' incapability.
- Want to use a Representation Agreement to cover financial and legal affairs instead of an Enduring Power of Attorney to plan for their future.
- Want to apply to the Choice in Supports for Independent Living (CSIL) Program (and need to cover at least financial affairs and personal care).

Having a Representation Agreement does not remove decision making rights from the adult. A Representation Agreement also does not replace the informal support that families and friends provide; it gives legal status to the adult's personal supporters when informal help is not enough.

What areas of authority can be included under Section 7 standard powers?

There are four areas of authority that you can include in a Representation Agreement with Section 7 standard powers. These four areas are



Minor and major health care, which includes medications, tests, surgery, any treatment requiring a general anaesthetic, dental care, end-of-life comfort care.



Personal care, such as, living arrangements, diet, exercise, taking part in activities, personal safety issues.



Legal affairs, which include obtaining legal services and instructing a lawyer, settling an insurance claim, going to small claims court.



Routine management of financial affairs, such as banking, government benefits, Revenue Canada, managing investments.

Who may make an Agreement under Section 7?

To make a Representation Agreement with Section 7 standard powers you must be an adult, 19 years of age or older. As previously mentioned, this type of Agreement can apply to many situations. The examples in this fact sheet focus on adults who need help today.

The Representation Agreement Act says that an adult may make a Representation Agreement with Section 7 standard powers even if they cannot manage their own affairs or make decisions independently or sign a traditional contract.

For example, Mei is a senior who has been diagnosed with dementia. She needs help with most daily living activities and is being assessed for facility care. Her sons help her with meals, taking her medications, and following directions from her physiotherapist. Mei's sons can provide her with informal support but, they require legal authority to help Mei for certain situations. For instance, they noticed that Mei was forgetting to pay her bills; the bank would not speak to Mei's sons about setting up direct bill payment from her account unless they had legal authority.

The bank mentioned the Enduring Power of Attorney as a legal document that gives authority for financial affairs. Mei had made an Enduring Power of Attorney with the help of a notary public 10 years ago, naming only her husband, but he died last year. When Mei's sons brought her to the same notary public, they were told that he did not find that she could meet the capability requirements for making an Enduring Power of Attorney.

Fortunately, the Representation Agreement Act looks at capability differently than the Power of Attorney Act does (for the Enduring Power of Attorney).

Before the Representation Agreement Act was in place, the only way Mei's sons could get legal authority to help her was to apply to court to become Mei's committee/guardian. In some cases, the Public Trustee—a government official—would become the committee.

If someone became committee for Mei, she would lose her civil rights and be considered a non-person under the law. With a Representation Agreement, Mei maintains her rights and her person-hood status, while receiving the help she needs. A Representation Agreement is a legal alternative to adult guardianship.

The Representation Agreement Act also says the way an adult communicates is not a factor in determining whether the adult may make a Representation Agreement. The law recognizes that some people do not communicate in a traditional way. Some adults communicate non-verbally using gestures, body language, and/or behaviours.

Who IS making a Representation Agreement with Section 7 standard powers?

Some other common examples of people who make Representation Agreements with Section 7 standard powers include: Shaun, a young adult with a developmental disability who communicates by vocalizing and gesturing. Shaun's parents want to help Shaun set up a bank account and a Registered Disability Savings Plan but they will need legal authority to do this. Shaun could make a Representation Agreement and appoint his parents as representatives, who would then have the legal authority to assist him when he needs it.

Cherry, a woman whose speech and memory has been affected by a brain injury, has the Public Guardian and Trustee managing her financial and legal affairs but nothing in place for health and personal care. Cherry may make a Representation Agreement and appoint her sister to help her with health care and personal care decisions, such as decisions about rehabilitation, occupational therapy, and where to live.

Kam recently suffered a stroke and has no legal documents in place. He needs someone to arrange payment of the care facility bills from his bank account. With his nephew's help, Kam may make a Representation Agreement that includes authority for routine management of financial affairs, which would give Kam's nephew the authority to pay Kam's bills from his bank account.

What makes a Representation Agreement with Section 7 standard powers unique?

As you have learned, the Representation Agreement Act supports a different view of capability compared to the capability requirements of the Power of Attorney Act or Wills Act. This means Mei, Shaun, Kam and Cherry may be considered incapable of making a Will or a Power of Attorney, yet be capable of making a Representation Agreement with standard powers.

In addition, unless your representative is also your spouse, an extra safeguard is required if the Agreement includes authority for the routine management of financial affairs. The safeguard requirement can be met by either appointing two or more representatives to act jointly for finances or by appointing someone as a monitor. The monitor is a particularly special role. The monitor is there to ensure your representative is following their duties. The law says that no one can prevent the monitor from having contact with the adult. See the Nidus fact sheet on the *Role of the Monitor*.

What is not covered under Section 7?

An Agreement under Section 7 does not include certain financial authorities such as dealing with real estate, arranging for the temporary financial care of minor children, or acting on the adult's behalf as a director or officer of a company. These can be covered using an Enduring Power of Attorney; see the Nidus fact sheet on *Enduring Power of Attorney*.

There are certain non-standard broader health and personal care powers not covered under Section 7. For example, the absolute authority to refuse life support. Instead, under standard powers, refusing life support would require the consensus of the medical team and your family members.

Examples of other broader powers are: consent to treatments with no known benefit, consent to physical restraints, and making arrangements for the temporary care and education of your minor children. Non-standard broader powers can be covered using a Representation Agreement with Section 9 broader powers. For details see the Nidus fact sheet on *Section 9 Broader Powers*.

How do I make an Agreement under Section 7?

You are not required to consult a legal professional to make a Representation Agreement. Nidus has produced basic forms for a Representation Agreement Section 7. Nidus can also provide a customized form if the basic forms do not fit. See *Making RA7*

DEFINITION OF ROUTINE MANAGEMENT OF FINANCIAL AFFAIRS

from the Representation Agreement Act Regulation - September 1, 2001

Under (1) is a list of things a representative may do:

- (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 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 investment 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.

Under (2) is a list of things a representative canNOT do:

- (2) For greater certainty, the activities that are 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.

REPRESENTATION AGREEMENT ACT, SECTION 16 DUTIES OF REPRESENTATIVES

- (1) A representative must
 - (a) act honestly and in good faith,
 - (b) exercise the care, diligence and skill of a reasonably prudent person, and
 - (c) act within the authority given in the representation agreement.
- (2) When helping the adult to make decisions or when making decisions on behalf of the adult, a representative must
 - (a) consult, to the extent reasonable, with the adult to determine his or her current wishes, and
 - (b) comply with those wishes if it is reasonable to do so.
- (2.1) Subsection (2) does not apply if
 - (a) a representative is acting within authority given to the representative under section 9, and
 - (b) the representation agreement provides that in exercising that authority the representative need only comply with any instructions or wishes the adult expressed while capable.
- (3) If subsection (2) applies but the adult's current wishes cannot be determined or it is not reasonable to comply with them, the representative must comply with any instructions or wishes the adult expressed while capable.
- (4) If the adult's instructions or expressed wishes are not known, the representative must act
 - (a) on the basis of the adult's known beliefs and values, or
 - (b) in the adult's best interests, if his or her beliefs and values are not known.
- (5) On application by a representative, the court may exempt the representative from the duty under subsection (3) to comply with any instructions or wishes the adult expressed while he or she was capable.
- (6) Subject to subsection (6.1), a representative may not delegate any authority given to the representative in the representation agreement.
- (6.1) A representative may delegate to a qualified investment specialist, including a mutual fund manager, all or part of the representative's authority with respect to investment matters.**
- (7) If a representative makes health care decisions on behalf of an adult and the representative must, under subsection (4)(b) of this section, act in the adult's best interests, [see above—if the adult's wishes and values are unknown, then] section 19 (3) of the Health Care (Consent) and Care Facility (Admission) Act applies.

[Sec. 19 (3) says: "When deciding whether it is in the adult's best interests to give, refuse or revoke substitute consent, [you] must consider: (a) the adult's current wishes, and known beliefs and values, (b) whether the adult's condition or well-being is likely to be improved by the proposed health care, (c) whether the adult's condition or well-being is likely to improve without the proposed health care, (d) whether the benefit the adult is expected to obtain from the proposed healthcare is greater than the risk of harm, and (e) whether a less restrictive or less intrusive form of health care would be as beneficial as the proposed health care."]
- (8) A representative must
 - (a) keep **accounts and** other records concerning the exercise of the representative's authority under the representation agreement, and
 - (b) produce the **accounts and** other records for inspection and copying at the request of any or all of the following:
 - (i) the adult;
 - (ii) the adult's monitor;
 - (iii) the Public Guardian and Trustee.
- (9) A representative who is authorized to do anything referred to in section 7 (1) (b) [routine management of the adult's financial affairs] must keep the adult's assets separate from the representative's assets.**
- (10) Unless the representation agreement provides otherwise, subsection (9) does not apply to assets that**
 - (a) are owned by the adult and the representative as joint tenants, or**
 - (b) have been substituted for, or derived from, assets that were owned by the adult and the representative as joint tenants.**
- (11) [Not in force]
- (12) A person who, on the death of an adult, will be or might be a beneficiary of the adult's estate does not, for that reason, have a conflict of interest with the adult.

(Semi-bold sections specifically apply to duties for the authority of routine management of financial affairs.)

REPRESENTATION AGREEMENT ACT, SECTION 20 DUTIES AND POWERS OF MONITORS

- (1) A monitor named by or appointed for an adult must make reasonable efforts to determine whether a representative of the adult is complying with section 16.
- (2) At any reasonable time, the monitor may visit and speak with the adult.
- (3) Anyone having custody or control of the adult must not hinder the monitor from visiting or speaking with the adult.
- (4) If the monitor has reason to believe that a representative is not complying with section 16, the monitor
 - (a) may require the representative to
 - (i) produce accounts and other records required to be kept under this Act, and
 - (ii) report to the monitor on the matters specified by the monitor, and
 - (b) must notify the adult, the representative and all other representatives, including alternate representatives, of the monitor's reason for the belief.
- (4.1) Subsection (4) (a) (i) does not limit a monitor's authority to request accounts and other records under section 16 (8).
- (5) If after taking steps under subsection (4) the monitor still has reason to believe the representative is not complying with section 16, the monitor must promptly inform the Public Guardian and Trustee.

REPRESENTATION AGREEMENT ACT, SECTION 30 MAKING AND RESPONDING TO OBJECTIONS

- (1) Any person may make an objection to the Public Guardian and Trustee if there is a reason to believe that
- (a) an adult is, or was at the time, incapable of making, changing or revoking a representation agreement,
 - (b) fraud, undue pressure or some other form of abuse or neglect is being or was used to induce an adult to make, change or revoke a representation agreement,
 - (c) the making, use or revocation of a representation agreement or a change to a representation agreement is clearly inconsistent with the current wishes, values, beliefs or best interests of the adult who made, revoked or changed the agreement,
 - (d) there is an error in a representation agreement or an error was made in executing, witnessing or registering the agreement,
 - (e) anything improper has occurred in the making, use or revocation of a representation agreement,
 - (f) [Not in force]
 - (g) a representative is not qualified under section 5 (1) [a representative must be at least 19 years old. S/he cannot receive compensation for providing personal or health care services to the adult or be an employee of a facility where the adult resides and receives personal or health care services. The only exceptions are if the representative is the adult's spouse, parent or child.],
 - (h) a representative is
 - (i) abusing or neglecting the adult for whom the representative is acting,
 - (ii) failing to follow the instructions in the representation agreement,
 - (iii) incapable of acting as representative, or
 - (iv) otherwise failing to comply with the representation agreement or the duties of a representative,
 - (i) a representative has given or proposes to give consent to health care that is not authorized by the representation agreement, or
 - (j) any criteria specified in the representation agreement as grounds for objection have been met.
- (2) [Not in force]
- (3) On receiving notice of an objection, the Public Guardian and Trustee must promptly review the objection and may do one or more of the following:
- (a) conduct an investigation to determine the validity of the objection and then advise the objector of the outcome;
 - (b) to (d) [Not in force]
 - (e) apply to the court for an order confirming a change to, or the revocation of, a representation agreement, or for an order cancelling all or part of a representation agreement;
 - (e.1) apply to the court for an order that a representation agreement is not invalid solely because of a defect in the execution of the agreement;
 - (f) recommend that someone else apply to the court for an order referred to in paragraph (d), (e) or (e.1);
 - (g) make a report under section 46 of the Adult Guardianship Act;
 - (g.1) appoint a monitor;
 - (g.2) authorize that a monitor appointed under paragraph (g.1) be remunerated, out of the adult's assets, for acting as a monitor in relation to authority given to a representative under section 7 (1) (a), (b) or (d) and set the amount or rate of the remuneration;
 - (h) take any other action that the Public Guardian and Trustee considers necessary.

