

# BCFSA Technical Working Group on Administrative Penalties

## Terms of Reference

### Contact Information:

BC Financial Services Authority, Policy Team  
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## Introduction

- 1.1 BC Financial Services Authority (“BCFSA”) is seeking input from external stakeholders on proposed changes to the *Real Estate Services Act* (“RESA”) which will expand the power of the Superintendent of Real Estate (the “Superintendent”) to impose administrative penalties for contraventions of RESA and the Superintendent’s proposed use of those powers. To obtain this input, BCFSA is establishing a Technical Working Group (“TWG”) of industry experts to review and provide feedback on an Administrative Penalties Discussion Paper (“Discussion Paper”) outlining intended policy approaches.
- 1.2 BCFSA is a Crown agency responsible for the supervision and regulation of the financial services sector. As a modern, effective, and efficient regulator, we promote high standards within the sector we regulate and provide information and guidance to enable industry participants to comply with legislative requirements and best practices.
- 1.3 BCFSA is committed to an open, transparent, and collaborative approach to regulation. The TWG will be an important part of BCFSA’s stakeholder engagement process. BCFSA Technical Working Groups bring together expert stakeholders for a defined term to achieve specific goals related to policy or regulatory initiatives.
- 1.4 These Terms of Reference set out the role, membership, and operations for the TWG.

## 2. Role

- 2.1 TWGs provide input, feedback, and information for BCFSA to consider, alongside other advice received, when designing future guidance, policy, and/or regulatory instruments.
- 2.2 The TWG will provide industry perspectives on the proposed changes to administrative penalties, including identifying unintended consequences.

The TWG's role is to:

- Review the Discussion Paper;
  - Consider questions in the Discussion Paper and provide written responses;
  - Provide accurate, evidence-based information to inform policy approaches;
  - Provide expert knowledge and practical experience to inform policy development;
  - Contribute, through open discussion of policy intentions, to the development of an expanded Administrative Penalties Framework;
  - Consider advantages and disadvantages of the approaches being explored and identify any concerns along with corresponding solutions to address concerns;
  - Participate in good faith and in a respectful manner; and
  - Avoid distributing information shared by other members to support TWG discussions, but not intended for broader distribution.
- 2.3 The TWG's role is advisory in nature. BCFSA will consider its input in the development of policy and regulatory instruments. However, the TWG's input may or may not result in action or policy change.

## Membership

- 3.1 BCFSA will invite individuals to participate as required to ensure the TWG includes diverse perspectives and that BCFSA receives the input required for the success of the project.
- 3.2 The TWG will consist of as many individuals as it requires to successfully deliver its objectives, drawn from a broad range of relevant organizations with various areas of expertise. Members will be selected based on their experience and knowledge relevant to the practical implications of the implementation of administrative penalties.
- 3.3 Organizations invited to be represented on the TWG include:
  - British Columbia Real Estate Association;

- Landlord BC;
  - Professional Association of Managing Agents;
  - Real Estate Brokers Association;
  - Real Estate Errors and Omissions Insurance Corporation; and
  - Strata Property Agents of BC.
- 3.4 The TWG members are appointed for a term commencing April 3, 2023 and ending April 24, 2023.
- 3.5 No financial remuneration is allocated for TWG membership. BCFSA recognizes that TWG members' organizations release their staff pro bono to take part in the TWG, and greatly appreciates the participation and support of TWG members.
- 3.6 BCFSA can choose to add or remove any member of the TWG at any time, and a member may resign by giving written notice.

## 4. Operations

### 4.1 Chair

BCFSA's Director of Policy, or their delegate, will chair the TWG. The Chair may invite representatives from other organizations or government agencies as observers at meetings, with prior notification to TWG members. With the Chair's permission, BCFSA staff or external parties may participate in the TWG as ex officio members or may attend meetings as needed based on issues discussed, with prior notification to TWG members.

### 4.2 Meetings

It is expected that the TWG members will participate in, at minimum, the following meetings:

- An introductory meeting and discussion in April 2023;
- Follow-up meeting in May 2023; and
- Additional meetings may be scheduled if required.

Meetings will be held virtually, via Microsoft Teams.

BCFSA shall endeavor to provide meeting agendas and related materials at least one week in advance of each meeting. Minutes will be distributed following each meeting and will outline the general topics of discussion and feedback or input for BCFSA's consideration or other action items required.

#### 4.3 **Transparency**

BCFSA will publish the Terms of Reference for the TWG and the names of the members of the TWG on its website.

## **5. Privacy and Confidentiality**

- 5.1 Meetings will be recorded, and personal information will be collected under section 26(c) of the *Freedom of Information and Protection of Privacy Act* and will be used for review and reference. If you have any questions or concerns regarding the collection of personal information, please contact BCFSA's Privacy Officer at [foi@bcfsa.ca](mailto:foi@bcfsa.ca).
- 5.2 When meetings are being recorded, participants should be careful not to provide personal information about third parties or that could identify third parties.
- 5.3 TWG members who receive information and records from BCFSA during their participation in the working group are expected to keep such information and records confidential in accordance with the terms of the Participation Agreement between the member and BCFSA.