

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF EDMONTON

In the matter of the taxation of a Civil Enforcement Agency's charges;
Relating to the within action as between

CHARLES LYON and BARBARA BURR

and

HANS ZURCHER

Pursuant to Rule 589 of the Alberta Rules of Court

IN THE MATTER OF

HANS ZURCHER

Applicant / Judgment Debtor

- and -

ALLIED SHORTRIDGE CIVIL ENFORCEMENT AGENCY INC.

Respondent / Civil Enforcement Agency

CERTIFICATE OF TAXATION

H. Zurcher, appearing for himself as Applicant Judgment Debtor

J. Shortridge (by phone), appearing as spokesperson for the Respondent Civil Enforcement Agency

[1] The hearing of this matter took place **September 18th, 2008**. Presented for taxation is **one (1)** bill of costs (enclosed). The total charges and expenses of **\$5,502.00** are hereby taxed and allowed at **\$1,567.00**, all inclusive.

Background

[2] Mr. Zurcher is a judgment debtor who has paid off the \$10,000+ judgment but who takes

exception to the charges billed to the judgment creditors by Allied Shortridge Civil Enforcement Agency Inc. ("Allied") and which, as the debtor, Mr. Zurcher is obliged to pay.

[3] Pursuant to Rule 589 of the **Alberta Rules of Court**, Mr. Zurcher has exercised his right to tax Allied's account dated June 23rd, 2008.

Bill of Costs / Invoice

[4] Allied's statement of account provides the following details (I have numbered them for reference purposes):

Table No. 1 - Details of Tendered Invoice

1	2008/06/23	Writ-sale of land	\$350.00
2	2008/06/23	4 Register caveat @ \$195.00	\$780.00
3	2008/06/23	7 Prepare ntc. Of Intent @ \$35	\$245.00
4	2008/06/23	7 Register Mail @ \$35	\$245.00
5	2008/06/23	4 Reg. writ/Land Titles @ \$195.00	\$780.00
6	2008/06/23	4 Discharge caveat @ Land Titles @ \$195.00	\$780.00
7	2008/06/23	4 Discharge writ @ Land Titles @ \$195.00	\$780.00
8	2008/06/23	Prepare and file satisfaction piece	\$195.00
9	2008/06/23	Settlement fee 10%	\$1,020.00
10	2008/06/23	Discharge writ @ PPR	\$65.00
11	2008/06/23	Items: [Total of 1-10]	\$5,240.00
12	2008/06/23	Tax:	\$262.00
13	2008/06/23	Total:	\$5,502.00

[5] Mr. Shortridge volunteered that the "disbursements" associated with some of the "Items" are as follows:

Table No. 2 - Disbursements		Per Item	Total Disb	Fee	Total
1	Writ-sale of land	n/a	n/a	\$350.00	\$350.00
2	4 Register caveat @ \$195.00	\$17.00	\$68.00	\$712.00	\$780.00
3	7 Prepare ntc. Of Intent @ \$35	n/a	n/a	\$245.00	\$245.00
4	7 Register Mail @ \$35	\$7.25	\$29.00	\$216.00	\$245.00
5	4 Reg. writ/Land Titles @ \$195.00	\$17.00	\$68.00	\$712.00	\$780.00

6	4 Discharge caveat @ Land Titles @ \$195.00	\$17.00	\$68.00	\$712.00	\$780.00
7	4 Discharge writ @ Land Titles @ \$195.00	\$16.00	\$64.00	\$716.00	\$780.00
8	Prepare and file satisfaction piece	n/a	n/a	\$195.00	\$195.00
9	Settlement fee 10%	n/a	n/a	\$1,020.00	\$1,020.00
10	Discharge writ @ PPR	\$1.00	\$1.00	\$64.00	\$65.00
11	Items: [Total of 1-10]	\$75.25	\$298.00	\$4,942.00	\$5,240.00
12	Tax:	\$3.76	\$14.90	\$247.10	\$262.00
13	Total:	\$79.01	\$312.90	\$5,189.10	\$5,502.00

“Overkill”

[6] Mr. Zurcher argues that it was “overkill” and “commercially unreasonable” that Allied registered and then discharged caveats and writs on *four (4)* of his properties, prepared seven (7) Notices of Intent and sent seven (7) registered mail.

[7] I accept Mr. Shortridge’s explanation that caveats were registered against all four properties as a means of protecting his client’s interests. He explained that writ holders are at the bottom of the distribution list since heavy weights like WCB and “Revenue Canada” take priority. He gave an example of another file in which Allied’s client came up empty because a tax claim took precedence over the writ and there was nothing left in the distribution barrel for Allied’s client. Mr. Shortridge concurs that if Allied were to sell all four properties when one would suffice to satisfy the writ, such would be unreasonable, even wrong. The practice of registering caveats against multiple properties of this judgment debtor was not unreasonable.

[8] Mr. Shortridge explained that Notices of Intent needed to be sent as follows:

- Four (4) to Mr. Zurcher: one for each property;
- One (1) to the condo corporation of one of the properties;
- One (1) to the property manager of one of the properties; and
- One (1) to an encumbrancer of one of the properties.

[9] I accept this as being both proper and reasonable.

[10] I do not recall Mr. Shortridge giving an explanation for the seven (7) registered mail. I assume they related to service of the Notices of Intent. I am not sure why the four destined for Mr. Zurcher could not have been served in one package, but there may be some procedural requirement with which I am not familiar.

[11] In short, I am satisfied that there were no unnecessary steps taken by Allied, as expressed by Mr. Zurcher.

Civil Enforcement Regulation, S. 6

[12] Mr. Zurcher argued that Allied Shortridge Civil Enforcement Agency Inc.'s billing does not comply with the clear requirements of Section 6 of the Civil Enforcement Regulation, Alta. Reg. 276/1995. The section states:

6(1) An agency

(a) must provide to the sheriff a current tariff of fees setting out the fees that the agency charges for carrying out a duty or function under the Act,

(b) is only eligible to charge a fee for carrying out a duty or function if a fee for carrying out that duty or function is set out in the agency's tariff of fees that is provided to the sheriff, and

(c) shall not charge a fee for carrying out a duty or function other than the fee set out in the agency's tariff of fees that is provided to the sheriff.

(2) An agency may change its tariff of fees that the agency has provided to the sheriff by providing the sheriff with an amended or new tariff of fees.

(3) An agency's tariff of fees or an amendment to an agency's tariff of fees is not effective until it is actually received by the sheriff.

[13] Mr. Zurcher tendered for consideration two (2) Schedules of Fees filed by Allied with the sheriff. The sheriff was kind enough as to provide me with confirmation that they were registered with him and provided me copies as well. Only the second, that stated to be "effective 1 June 2008," is relevant to this invoice. If I understood Mr. Shortridge correctly, the next filed Schedule was in July or August of 2008 and had no bearing upon this invoice.

[14] The relevant Schedule of Fees ("schedule") is reproduced in Table No. 3 (below) as its contents and its layout are relevant to Mr. Zurcher's argument and to some of my conclusions.¹

¹

Appended as Schedule A to this Certificate are gratuitous observations regarding entries in this Schedule of Fees. I include them in hopes that Allied Shortridge Civil Enforcement Agency Inc. will give them some serious consideration and to draw attention to what I perceive to be serious deviations from the letter and spirit of Civil Enforcement Regulation, s. 6.

Table No. 3 - Schedule of Fees - Effective 1 June 2008

ALLIED SHORTRIDGE CIVIL ENFORCEMENT AGENCY INC.

SCHEDULE OF FEES

(EFFECTIVE 1 JUNE 2008)

1	For receipt of instructions, opening of file, review searches[,] preparation of seizure documents, bailiff report, invoicing and other administration related to seizure.	\$350.00
2	Bailiff charges for personal attendance at seizure/removal/sale etc. for each hour or portion thereof, except Writs of Possession which are \$65.00 per hour of[r] portion hereof	\$50.00
3	Searches - DS	\$15.00
	- Motor Vehicle	\$40.00
4	Registration of Writs, Garagemen's Liens, Security Agreements, Seizures, Seizure releases, Sales and its proceed Distributions, etc.	\$35.00*
5	Mobile Communication (per call)	\$3.00
6	Long Distance/Fax Communications (per call)	\$3.00
7	Bailiff travel time	\$50.00
8	Bailiff charge per kilometer	\$0.75
9	Administrative time per hour (includes Third Party Demands)	\$65.00
10	To arrange an Evaluation where an appraisal i[s] necessary or advisable	\$65.00*
11	To arrange an Execution of Sale of seized goods	\$65.00
12	Notice of Proposed sale (per creditor/debtor)	\$35.00
13	Notice of Proposed Distribution of Funds (per creditor/debtor)	\$65.00
14	Distribution of trust funds (per creditor/debtor)	\$35.00
15	Government/Administration Levy	\$25.00
16	Photocopies/faxes (each)	\$1.00
17	Sale of Land - Notice of Intent to sell Land (per creditor/debtor)	\$35.00
	- Notice of Method of Sale (per creditor/debtor)	\$35.00
18	Writ Registration at Court of Queen's Bench	\$65.00
19	Locate Assets - no locate, disbursement costs only	\$350.00*
20	Affidavit preparation	\$75.00
21	Court Application	\$650.00*
22	Settlement Charge	10%
23	Registered mail	\$35.00
24	Service of Documents - 3 attempts, not including affidavit of service	\$125.00

	- additional attempts (each)	\$50.00
	- kilometer charge (in rural communities only)	\$0.75/km
25	Registration Fee	\$35.00

NOTES:

1. Invoiced disbursements will include 10% finance fee (locksmith, moving, storage costs etc.)
2. (*) Denotes disbursements such as registry expenses, registered letters, courier expenses, etc. added to fee
3. G.S.T. will be added to related charges
4. An appropriate "retainer" may be required
5. Upon a Creditor's request, any "attempted or closed" files will simply be re-opened thus avoiding "new file" costs
6. "Preferred Customers" who have provided or will provide minimum 120 files in a year will be entitled to 10% discount off of the Warrant Fee.

Additions

1. *Customers who provide volume work will receive an adjustment on the regular fee schedule.*
2. *Customers who provide the majority of their work to Allied Shortridge Civil Enforcement Agency Inc. will receive an adjustment on the regular fee schedule.*
3. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge difficult or specific files on a percentage basis rather than that above regular fee schedule.*
4. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge a Rural Fee.*
5. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge a Rush Fee.*
6. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge difficult or specific files \$95.00 per hour for excessive administrative time.*
7. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge a file storage fee for any files that are not handled in a timely manner.*
8. *If there is an above average risk to the employees and or bailiffs of Allied Shortridge Civil Enforcement Agency Inc. Allied Shortridge Civil Enforcement Agency Inc. reserves the right to surcharge above the standard fee schedule.*
9. *If there is a risk of violence Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge in excess of the above standard fee schedule.*
10. *If the instructing party has an outstanding invoice Allied Shortridge Civil Enforcement Agency Inc. may either refuse the work or charge outside the regular fee schedule and recover any outstanding fees from other files.*
11. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge for storage of open files where the instructing party does not act promptly.*

- 12 *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge a settlement fee if there is a settlement.*
- 13 *Allied Shortridge Civil Enforcement Agency Inc. bills \$195.00 per hour for the time of John Shortridge.*
- 14 *Allied Shortridge Civil Enforcement Agency Inc. opens a file for sale of land and does not invoice at it[s] regular time, when the file is opened and the initial documents are served, but instead invoice at the time of settlement or sale the Agency reserves the right to invoice at a rate not more than 6 times of the regular fee schedule*
- 15 *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge compounding interest at the rate of 2% a month.*
- 16 *There is a 5% processing fee if paying is made by interact (sic).*
- 17 *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to invoice at a rate not more th[a]n 6 times the regular fee schedule at it[s] own discretion at any time.*

[15] Mr. Zurcher argues that s.6(1)(a) requires Allied to tender to the sheriff a tariff of fees which sets out “the fees that the agency charges for carrying out a duty or function under the Act.” He reviewed the invoice and noted the following:

Table No. 4 - Civil Enforcement Regulation, s. 6 - Mr. Zurcher’s Commentary

Invoice’s Description of “Duty or Function”	Fee	Mr. Zurcher’s Comments
Writ-sale of land	\$350.00	“ Not in fee schedule.”
4 Register caveat @ \$195.00	\$780.00	“ Not in fee schedule.”
7 Prepare ntc. Of Intent @ \$35	\$245.00	“Is number 17 in schedule.”
7 Register Mail @ \$35	\$245.00	“Is number 23 in schedule.”
4 Reg. writ/Land Titles @ \$195.00	\$780.00	“ Not in fee schedule.”
4 Discharge caveat @ Land Titles @ \$195.00	\$780.00	“ Not in fee schedule.”
4 Discharge writ @ Land Titles @ \$195.00	\$780.00	“ Not in fee schedule.”
Prepare and file satisfaction piece	\$195.00	“ Not in fee schedule.”
Settlement fee 10%	\$1,020.00	“Is number 22 in schedule. Is it commercially reasonable in addition to all the other charges?”
Discharge writ @ PPR	\$65.00	“Is number 18 in schedule.”

[16] Mr. Zurcher argues that for those “duties or functions” described in the invoice but not detailed or described in Allied’s Schedule of Fees, Allied is precluded by Section 6 from charging for or recovering from him any fee for those “duties or functions.” He relies on subsections (b) and (c):

6(1) An agency

(b) is only eligible to charge a fee for carrying out a duty or function if a fee for carrying out that duty or function is set out in the agency's tariff of fees that is provided to the sheriff, and

(c) shall not charge a fee for carrying out a duty or function other than the fee set out in the agency's tariff of fees that is provided to the sheriff.

[17] Mr. Shortridge responded.

[18] *Item #1 - Writ-sale of land:* Mr. Shortridge represented that "Writ-sale of land," charged out at \$350.00, is covered by Item "1" in Allied's Schedule of Fees:

For receipt of instructions, opening of file, review searches preparation of seizure documents, bailiff report, invoicing and other administration related to seizure.

It is their file opening charge that utilizes unfortunate wording which suggests that the charge is tied to seizure proceedings, not sale of land. However, it can be argued that Part 5, s. 44(2) of the Civil Enforcement Act, R.S.A. 2000, c. C-15as might be interpreted to include the "sale of land" within the definition of a "seizure." This is but one of so very many examples of obliqueness and generality used in this "Schedule of Fees," a document in which I as a client would long for specificity, clarity and transparency.

[19] *Items #2, #5, #6, #7 and #8 -* Relative to the "register caveat," "reg. Writ/Land Titles," "discharge caveat," "discharge writ," "prepare and file satisfaction piece," all of which are billed "@ \$195.00," Mr. Shortridge relies upon the "Additions" portion of the Schedule of Fees, number 13:

"Allied Shortridge Civil Enforcement Agency Inc. bills \$195.00 per hour for the time of John Shortridge."

That is, though I do not recall him specifically saying so, all of these registrations, discharges and preparations were preformed by Mr. Shortridge himself, each one of them took one (1) whole hour, and each of them required his level of expertise.

[20] The following are the concerns I have with Mr. Shortridge's reliance on "addition" no. 13:

1. I am not convinced that it complies with the letter nor the spirit of Civil Enforcement Regulation's s. 6 which requires that the CEA provide the sheriff a "tariff of fees" for "carrying out a duty or function" and entitles the CEA to charge a fee for "carrying out a duty or function" if the fee for carrying out that duty or function "is set out in the agency's tariff of fees." More specifically, an agency "shall not charge" a fee for carrying out a duty

or function other than the “fee set out in the agency’s tariff.”

In this instance the fact that the filed Schedule of Fees informs the sheriff that the agency bills \$195.00 per hour for the time of John Shortridge constitutes a failure to identify a fee (only an hourly rate) or a duty or function for which the hourly rate is to be applied.

“Addition 13” cannot, in my estimation, be relied upon for charging Mr. Zurcher or any “customer” for the provision of services as a Civil Enforcement Agency.

2. If I am wrong and if “addition 13” can be relied upon and Allied is free to substitute Mr. Shortridge’s hourly rate for any duty or function, identified or not identified, then I have the following concerns with this particular invoice:
 - a. The duties or functions of *registering and discharging a caveat, registering and discharging a writ, and preparing and filing a satisfaction piece* are not described or detailed in any reasonably recognizable or identifiable way in the Schedule of Fees. Nor is there any fee detailed for the performance of such duties or functions. Section 6 of the Civil Enforcement Regulation states that failure to do so precludes the Agency from charging a fee for performing any such services.
 - b. If I am wrong and the Agency *can* charge for such services pursuant to “addition 13” at \$195.00/hr, I fail to understand the following:
 - i/ Why any of these services required Mr. Shortridge’s personal involvement. They are routine everyday procedures performed by any and all Civil Enforcement Agencies in the province in the normal course of business requiring the skill and knowledge level of a clerk or paralegal of even junior seniority.
 - ii/ Why any of these services would require a full hour of Mr. Shortridge’s or anyone’s time to complete (the most time consuming component of the service would be physically marching the document down to Land Titles, a service which any “runner” would and does perform for law firms and other businesses for \$5 to \$10 a document). The service provided is not complicated or time consuming. It does not take sixteen (16) hours to do all associated with the registration and subsequent discharge of four caveats and four writs.
 - iii/ Why no economies of scale would not apply to the registration and discharge of four (4) caveats and four (4) writs relative to four (4) properties of the same judgement debtor, within the same action number and relative to the same file number of the Agency (2-0805-7481).

Settlement Fee of 10%

[21] Mr. Zurcher takes exception to this charge. He does not understand what it is for, how it is justified or how it can be deemed reasonable in addition to already excessive charges for the services rendered and the amounts in issue.

[22] Mr. Shortridge stated that the "settlement fee" is used "when a matter is cut short." When asked if by that he meant that it was compensation for the Agency not being able to charge for completing the task initiated (in this instance, effecting the sale of one of the four properties in order to satisfy the judgment debt), Mr. Shortridge quickly perceived the error of that concept (11:14:07 of transcript) and explained that it is a discretionary charge for when judgment debtors are annoying or troublesome and take up a lot of the staff's time with phone calls, emails, et cetera. When asked, Mr. Shortridge confirmed that no record is kept of the *annoying* behavior, the number of incidents or the time associated with them.

[23] Even if the Civil Enforcement Regulation's s. 6 contemplated an agency obtaining remuneration in either of these scenarios, I do not see how the charge is justified or the entitlement to it demonstrated in this instance.

Conclusions

[24] The Schedule of Fees tendered to the Sheriff effective June 1st, 2008 fails to accomplish the Civil Enforcement Regulation's objective of detailing the "fees that the agency charges for carrying out a duty or function under the Act." Some duties or functions are addressed, but many are not. Those that are not seem to fall under the vague and self-serving "additions" to the Schedule whereby fees may be charged for undisclosed duties or functions at an hourly rate, if settled may be surcharged 10% of the judgment amount, and may additionally be increased up to six (6) times the "regular fee schedule." Moreover, the day-to-day business of registering and discharging caveats and writs and preparing and filing satisfaction pieces are not even ascribed a fee but are subjected to grossly abused hourly rates disproportionate to the nature of the work involved.

[25] The Schedule of Fees in question has sacrificed specificity, clarity and transparency of the fees to be charged a "client" for carrying out a duty or function for obliqueness and generalities which are suspiciously weighted in favour to the Agency and have the very real potential of taking unfair and unreasonable advantage of the "client," as exemplified by this Invoice.

[26] The failure of Allied's "Schedule of Fees" to comply with the Civil Enforcement Regulation by neglecting to identify a fee for preparing and registering a caveat or a writ, for preparing and registering a discharge of a caveat or a writ, or for preparing and filing a satisfaction piece likely disentitles it to the recovery of any fee for the provision of those services. Notwithstanding, I take the position that with this Certificate of Taxation Allied and other Civil Enforcement Agencies are put on notice that their Schedules of Fees need to comply with the Regulation, but in this instance I will allow a *quantum meruit*

compensation for the provision of these services.

[27] Item #1: Writ-sale of land - **\$350.00** is allowed.

[28] Item #2: 3 Register caveat @ \$195.00 each - \$780.00 is disallowed. The disbursements totaling \$68.00 are allowed plus runner's charges of \$40.00 total plus a fee for the Agency's services of \$50.00 for the first caveat and \$25.00 for each additional caveat (total of \$125.00). Total allowed is **\$233.00**.

[29] Item #3: 7 Prepare Notices of Intent @ \$35.00 each - \$245.00 is disallowed. There are no disbursements associated with this service (see "registered mail"). A fee of \$35.00 is allowed for the first Notice and \$20.00 for each additional Notice (total of **\$155.00**).

[30] Item #4: 7 Register Mail @ \$35.00 each - \$245.00 is disallowed. The disbursements total \$29.00. A fee of \$20.00 is allowed for the first registered mail and \$10.00 for each additional registered mail (total of \$80.00). Total allowed is **\$109.00**.

[31] Item #5: 4 Register Writ @ \$195.00 hour - \$780.00 is disallowed. The disbursements totaling \$68.00 are allowed plus runner's charges of \$40.00 total plus a fee for the Agency's services of \$50.00 for the first writ and \$25.00 for each additional writ (total of \$125.00). Total allowed is **\$233.00**.

[32] Item #6: 4 Discharge Caveat @ \$195.00 hour - \$780.00 is disallowed. The disbursements totaling \$68.00 are allowed plus runner's charges of \$40.00 total plus a fee for the Agency's services of \$35.00 for the first discharge and \$20.00 for each additional discharge (total of \$95.00). Total allowed is **\$203.00**.

[33] Item #7: 4 Discharge Writ @ \$195.00 hour - \$780.00 is disallowed. The disbursements totaling \$68.00 are allowed plus runner's charges of \$40.00 total plus a fee for the Agency's services of \$35.00 for the first writ and \$20.00 for each additional writ (total of \$95.00). Total allowed is **\$203.00**.

[34] Item #8: Prepare and file satisfaction piece - \$195.00 is disallowed. A runner's fee of \$10.00 is allowed plus a fee for the Agency's service of \$35.00 for the preparation and instructing filing of the satisfaction piece. Total allowed is **\$45.00**.

[35] Item #9: Settlement fee 10% - \$1,020.00 is **disallowed**.

[36] Item #10: Discharge writ @ PPR - \$65.00 is disallowed. An in-house filing fee of \$1.00 is allowed plus a fee of \$35.00 for preparation of the Discharge, instructing filing and confirming filing of same. Total allowed is **\$36.00**.

[37] Total taxed and allowed is **\$1,567.00**.

[38] Balance Outstanding: The writer has made no ruling as to monies paid or monies owing (if any) relative to the taxed charges and expenses. Such a determination is beyond the jurisdiction of the taxing officer.

[39] Interest: A taxing officer has no jurisdiction to rule on the entitlement to, nor the quantum of interest a civil enforcement agency might claim on its charges.

APPEAL MAY BE MADE pursuant to the provisions of Rule 655 of the Alberta Rules of Court.

DATED AT THE CITY of Edmonton, in the Province of Alberta, October 8th, 2008.

James A.B. Christensen
Taxing Officer / Deputy Clerk of the Court

SCHEDULE “A” ²

OBSERVATIONS RE: SCHEDULE OF FEES

Observations

ALLIED SHORTRIDGE CIVIL ENFORCEMENT AGENCY INC.

SCHEDULE OF FEES

(EFFECTIVE 1 JUNE 2008)

1	For receipt of instructions, opening of file, review searches[,] preparation of seizure documents, bailiff report, invoicing and other administration related to seizure.	\$350.00	
2	Bailiff charges for personal attendance at seizure/removal/sale etc. for each hour or portion thereof, except Writs of Possession which are \$65.00 per hour o[r] portion hereof	\$50.00	
3	Searches - DS	\$15.00	
	- Motor Vehicle	\$40.00	
4	Registration of Writs, Garagemen’s Liens, Security Agreements, Seizures, Seizure releases, Sales and its proceed Distributions, etc.	\$35.00*	
5	Mobile Communication (per call)	\$3.00	
6	Long Distance/Fax Communications (per call)	\$3.00	
7	Bailiff travel time	\$50.00	
8	Bailiff charge per kilometer	\$0.75	
9	Administrative time per hour (includes Third Party Demands)	\$65.00	<ul style="list-style-type: none"> • Fails to define administrative time. • Fails to identify when these charges are invoked. • Fails to distinguish between these administrative charges and those already covered by other fees charges which are inclusive of administrative time: eg. Item 1.
10	To arrange an Evaluation where an appraisal i[s]	\$65.00*	

² Appended as “Schedule A” to this Certificate are gratuitous observations regarding entries in this Schedule of Fees. I include them in hopes that Allied Shortridge Civil Enforcement Agency Inc. will give them some serious consideration and to draw attention to what I perceive to be serious deviations from the letter and spirit of the Civil Enforcement Regulation, s. 6.

OBSERVATIONS RE: SCHEDULE OF FEES**Observations**

necessary or advisable		
11	To arrange an Execution of Sale of seized goods	\$65.00
12	Notice of Proposed sale (per creditor/debtor)	\$35.00
13	Notice of Proposed Distribution of Funds (per creditor/debtor)	\$65.00
14	Distribution of trust funds (per creditor/debtor)	\$35.00
15	Government/Administration Levy	\$25.00
16	Photocopies/faxes (each)	\$1.00
17	Sale of Land - Notice of Intent to sell Land (per creditor/debtor)	\$35.00
	- Notice of Method of Sale (per creditor/debtor)	\$35.00
18	Writ Registration at Court of Queen's Bench	\$65.00
19	Locate Assets - no locate, disbursement costs only	\$350.00*
20	Affidavit preparation	\$75.00
21	Court Application	\$650.00*
22	Settlement Charge	10%
23	Registered mail	\$35.00
24	Service of Documents - 3 attempts, not including affidavit of service	\$125.00
	- additional attempts (each)	\$50.00
	- kilometer charge (in rural communities only)	\$0.75/km
25	Registration Fee	\$35.00

OBSERVATIONS RE: SCHEDULE OF FEES

Observations

NOTES:

- 1. Invoiced disbursements will include 10% finance fee (locksmith, moving, storage costs etc.)
- 2. (*) Denotes disbursements such as registry expenses, registered letters, courier expenses, etc. added to fee
- 3. G.S.T. will be added to related charges
- 4. An appropriate “retainer” may be required
- 5. Upon a Creditor’s request, any “attempted or closed” files will simply be re-opened thus avoiding “new file” costs
- 6. “Preferred Customers” who have provided or will provide minimum 120 files in a year will be entitled to 10% discount off of the Warrant Fee.

Additions

- 1. *Customers who provide volume work will receive an adjustment on the regular fee schedule.* • Is this negotiated with the customer, pre-determined or totally arbitrary?
- 2. *Customers who provide the majority of their work to Allied Shortridge Civil Enforcement Agency Inc. will receive an adjustment on the regular fee schedule.* • Again, negotiated or, pre-determined reduction or totally arbitrary?
- 3. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge difficult or specific files on a percentage basis rather than that above regular fee schedule.* • What constitutes difficult?
• Is this designation determined at the beginning of the file, during the course of the file or at its conclusion?
• What percentage?
- 4. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge a Rural Fee.* • What constitutes “rural?” So many kilometers from Allied’s offices? So many kilometers from any urban centre of greater than 25,000 occupants? What?
• What is the “Rural Fee?”
- 5. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge a Rush Fee.* • What constitutes a “Rush?”
• What is the “Rush Fee?”
- 6. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge difficult or specific files \$95.00 per hour for excessive administrative time.* • What constitutes difficult?
• When is the client made aware that its file is difficult or

- specific?
- What constitutes “excessive” administrative time?
7. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge a file storage fee for any files that are not handled in a timely manner.*
- What constitutes “handled in a timely manner?”
 - What is the file storage fee?
8. *If there is an above average risk to the employees and or bailiffs of Allied Shortridge Civil Enforcement Agency Inc. Allied Shortridge Civil Enforcement Agency Inc. reserves the right to surcharge above the standard fee schedule.*
- What constitutes an “above average risk?”
 - What is the surcharge?
9. *If there is a risk of violence Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge in excess of the above standard fee schedule.*
- How much “risk of violence?”
 - What evidence of a “risk of violence” must there be: dog warning signs on property, moats and embattlements on the property, past history with the individual(s), police record of violence, et cetera.
 - How much “in excess” will the charge be?
10. *If the instructing party has an outstanding invoice Allied Shortridge Civil Enforcement Agency Inc. may either refuse the work or charge outside the regular fee schedule and recover any outstanding fees from other files.*
- “refuse the work” - fine.
 - “recover any outstanding fees” - fine.
 - “charge outside the regular fee schedule” - Why? How much?
11. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge for storage of open files where the instructing party does not act promptly.*
- What constitutes promptly?
 - How much is the charge or how is it calculated?
12. *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge a settlement fee if there is a settlement.*
- Why? To what “duty” or “function” is this associated?
 - Is this to compensate for the lost income that would have been generated by the work which the Agency did not have to perform?
 - Or, is this compensation for the Agency having facilitated the settlement? In which case, should some

- evidence of this facilitator role not be required?
- Why 10% of the judgment amount? Does this bear some relationship to reasonableness? effort expended? time spent?
- 13 *Allied Shortridge Civil Enforcement Agency Inc. bills \$195.00 per hour for the time of John Shortridge.*
- To what “duty” or “function” is this “fee” associated?
- 14 *Allied Shortridge Civil Enforcement Agency Inc. opens a file for sale of land and does not invoice at it[s] regular time, when the file is opened and the initial documents are served, but instead invoice at the time of settlement or sale the Agency reserves the right to invoice at a rate not more than 6 times of the regular fee schedule*
- Presume that “regular time” is “when the file is opened and the initial documents are served.”
 - Does this mean that if the Agency invoices at the regular time for opening the file and serving the initial documents it can only charge the *normal* fees for performing any services thereafter up to settlement or sale, but, if it does not invoice at the regular time it is entitled to charge up to six (6) times the *normal* fees for performing the exact same services?
 - What is the “regular” fee schedule for the sale of land?
 - What is the rationale for this?
 - Should that rationale not be spelled out in the Schedule of Fees?
 - Wouldn’t a non-usurious interest charge be more reasonable?
- 15 *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to charge compounding interest at the rate of 2% a month.*
- 16 *There is a 5% processing fee if paying is made by interact (sic).*
- 17 *Allied Shortridge Civil Enforcement Agency Inc. reserves the right to invoice at a rate not more than 6 times the regular fee schedule at it[s] own discretion at any time.*
- Therefore, the Schedule of Fees which is supposed to “set out the fees that the agency charges for carrying

out a duty or function under the Act” is subject to increase by as much of six (6) times at the complete discretion of the Agency?

- Must any explanation be provided?
- What circumstances would invoke such an increase?
- Is the client made aware at any time during the course of its retention of the Agency that its or its judgment debtor’s actions may result in a discretionary increase?
- Would not any itemization of the extra work required with the application of specified charges for the extra work (ie: predictable and calculable as opposed to arbitrary) serve the purpose of providing reasonable compensation for services rendered?

Action #: 0803 02493

**IN THE COURT OF QUEEN'S BENCH OF
ALBERTA**

JUDICIAL DISTRICT OF EDMONTON

In the matter of the taxation of a Civil
Enforcement Agency's charges;
Relating to the within action as between

CHARLES LYON and BARBARA BURR

and

HANS ZURCHER

Pursuant to Rule 589 of the Alberta Rules of
Court

IN THE MATTER OF

HANS ZURCHER

Applicant / Judgment Debtor

- and -

**ALLIED SHORTRIDGE CIVIL ENFORCEMENT
AGENCY INC.**

Respondent / Civil Enforcement Agency

CERTIFICATE OF TAXATION

Clerk of the Court
Office of the Taxing Officer

Law Courts Bldg.
1A Sir Winston Churchill Square
Edmonton, AB T5J 0R2

422-1520