




## Corporate Policy Statement

<b>TITLE:</b>	<b>DIRECT ACCESS TO OPERATIONAL RECORDS POLICY</b>
<b>ISSUANCE:</b>	LTSA Executive
<b>IMPLEMENTATION:</b>	Operations Division
<b>RELATIONSHIP TO PREVIOUS POLICY:</b>	Update to June 30, 2020 (Version 6.0)
<b>EXECUTIVE APPROVAL:</b>	 Al-Karim Kara, President and CEO
<b>EFFECTIVE DATE:</b>	February 9, 2022
<b>VERSION:</b>	7.0

**DOCUMENT REVISION HISTORY**

<b>Date</b>	<b>Description of Change</b>	<b>By</b>	<b>Version</b>
1985-12-31	LTO Practice Bulletin No. 0285	Province of BC	1985
1995-04	LTO Practice Bulletin No. 0295 Restatement of LTO Practice Bulletin No. 0285 to clarify that Direct Access Privileges do not include bulk searching privileges (reflects principles of FOIPPA).	Province of BC	Disseminated 1995-06-08
2005-03-31	LTO Practice Bulletin No. 0105	Province of BC	
2005-05-27	LTO Practice Bulletin No. 0105 Restatement of LTO Practice Bulletin No. 0285 as amended by LTO Practice Bulletin No. 0295. Supersedes Practice Bulletin 0105 dated March 31, 2005.	I. Smith, Director and Registrar of Land Titles, LTSA	
2006-10-27	First version of LTSA Direct Access to Operational Records Policy established.	G. Archbold, President and CEO, LTSA	Version 1.0 2007-01-10
2010-01-25	Housekeeping amendments: <ul style="list-style-type: none"> <li>• clarify registry vs register language</li> <li>• change position title for designated Privacy Officer</li> <li>• ARCS file classification update</li> </ul>	G. Archbold, President and CEO, LTSA	Version 2.0 2009-11-25
2011-03-16	Revised for compliance with <i>Freedom of Information and Protection of Privacy Act</i> .	G. Archbold, President and CEO, LTSA	Version 3.0 2011-03-16
2017-04-01	Revised in relation to the LTSA's Privacy Management Program.	C. Fair President and CEO, LTSA	Version 4.0
2018-02-27	Appendix 1 and 2 updated for relevancy and to add additional information	C. Fair President and CEO, LTSA	Version 5.0
2020-05-22	Revised to reflect: <ul style="list-style-type: none"> <li>• periodic privacy review</li> <li>• introduction of <i>Land Owner Transparency Act</i></li> <li>• recommendations of Historical Research Advisory Committee</li> <li>• inclusion of provisions of LTSA Code of Business Conduct and Ethics Policy</li> <li>• general housekeeping</li> </ul>	C. Fair President and CEO, LTSA	Version 6.0
2021-11-15	Revised to address: <ul style="list-style-type: none"> <li>• address inapplicability of policy to LOTA records</li> <li>• conditions and expiry of accreditation</li> <li>• general housekeeping.</li> </ul>	A. Kara President and CEO, LTSA	Version 7.0

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## 1. PURPOSE AND SCOPE

The Direct Access to Operational Records Policy establishes the LTSA's policy and procedures respecting the authorization of individuals to enter Restricted Areas within LTSA offices to search, inspect and copy LTSA's Operational Records, including, but not limited to the physical records maintained in LTSA vaults.

The Policy applies to all individuals who apply for, or obtain, Direct Access Privilege accreditation.

This Policy does not limit or fetter the legislative authority of any LTSA Statutory Decision Maker and in the event of inconsistency between an applicable statute and this policy the provisions of the statute prevail.

## 2. BACKGROUND

The privilege of accessing Restricted Areas to search LTSA's Operational Records has traditionally been given to members of certain regulated professions (e.g. lawyers, notaries public, land surveyors) with an identified need for direct access and whose members can adequately assure the safety and protection of LTSA property, as a matter of professional courtesy. Over time, the privilege has been extended to other professionals and researchers on an as-needs basis.

As the number of professional groups with Direct Access Privileges has increased, so has the need to ensure that issues respecting records security, privacy protection and revenue administration are properly managed. This Policy provides a basis for managing these issues while continuing to enable direct access to LTSA Operational Records as appropriate.

## 3. REFERENCES

This policy statement is consistent with the following references.

- *Land Title Act*, notably sections 38, 377 and 384.  
See [http://www.bclaws.ca/civix/document/id/complete/statreg/96250\\_00](http://www.bclaws.ca/civix/document/id/complete/statreg/96250_00)
- *Freedom of Information and Protection of Privacy Act*.  
See [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00)
- *Declaration on the Rights of Indigenous Peoples Act*.  
See <http://www.bclaws.ca/civix/document/id/complete/statreg/19044>
- LTSA Corporate Policy Statement on "Corporate Strategic Records Management and Access Policy".

## 4. DEFINITIONS

*Authority or LTSA* – The Land Title and Survey Authority of British Columbia.

*Direct Access Pass* – The pass issued to an approved (accredited) applicant for Direct Access Privileges to enable access to Restricted Areas at LTSA premises on such terms and conditions as are established by the Statutory Decision Maker.

*Direct Access Privileges* – The privilege a Statutory Decision Maker may grant to eligible individuals to enter Restricted Areas in LTSA offices to personally search, inspect and copy Operational Records.

*Fiscal Year* – The 12-month period ending on March 31<sup>st</sup> of any year.

*Operational Records* – Records, including historic records, that relate to the statutory operations and services of the Authority, and include:

- (1) those records which are defined as “records” under section 1 of the *Land Title Act*, and which include registers, books, indices, drawings, plans, instruments and other documents or any part of them registered, deposited, filed or lodged in a land title office;
- (2) those records listed at Schedule B of the Transfer Agreement dated January 20, 2005 between the Province of BC and the LTSA, which are necessary for the Surveyor General to carry out the survey management functions for which the Authority is responsible; and
- (3) those records which vest in the Authority pursuant to section 81(1) of the *Land Owner Transparency Act*. [Note: *Land Owner Transparency Act* records are not housed in the LTSA vaults and are not accessible through Direct Access Privileges.]

*Restricted Area* – An area of an Authority office that is not accessible to the public.

*Sponsor* – An person that has authority to apply for Direct Access Privileges on behalf of employees (or contractors) of an entity.

*Statutory Decision Maker* – An LTSA employee whose title and responsibilities include those of a statutory decision maker under applicable legislation. For the purposes of this policy, statutory decision makers include the Registrar appointed under the *Land Title Act* and the Surveyor General and Deputy Surveyor General appointed under the *Land Title and Survey Authority Act*.

## **5. POLICY OBJECTIVES**

*Records Security and Integrity* – Protect the security and integrity of Operational Records.

*Partnership* – Facilitate third-party access to LTSA Operational Records based on identified need.

*Personal Privacy Protection* – Ensure compliance with privacy protection requirements under the *Freedom of Information and Protection of Privacy Act*.

*Fee Recovery* – Ensure that fees payable for searching and copying Operational Records are accounted for and recovered.

## **6. ACCREDITATION REQUIRED**

- (a) Persons other than LTSA employees, authorized contractors and accredited Direct Access Pass holders are prohibited from accessing Restricted Areas in Authority offices unless accompanied by an LTSA employee.
- (b) The Statutory Decision Makers are responsible for administering the accreditation procedure defined in this Policy for their respective offices and may delegate this responsibility to another official in their offices.

## **7. ELIGIBILITY FOR ACCREDITATION**

The following persons are eligible to apply for Direct Access Privileges:

- (a) A member in good standing of any of the following governing bodies:
  - (i) Law Society of British Columbia;
  - (ii) Society of Notaries Public of British Columbia;
  - (iii) Association of British Columbia Land Surveyors;
  - (iv) Appraisal Institute of Canada;
  - (v) Real Estate Institute of British Columbia;
- (b) A registry agent whose business is to search, inspect and obtain copies of Operational Records as an agent for a principal;
- (c) An employee of any of the following government or other public sector entities with an identified need to search, inspect and obtain copies of Operational Records:
  - (i) the government of British Columbia;
  - (ii) a Crown corporation of British Columbia;
  - (iii) a local government;
  - (iv) the government of Canada;
  - (v) a board or agency established by the provincial government or federal government;
- (d) A representative of an entity that is authorized to act on behalf of Indigenous peoples that hold rights recognized and affirmed by section 35 of the *Constitution Act, 1982*;
- (e) Any other person who, in the opinion of a Statutory Decision Maker requires regular access to a Restricted Area to search, inspect and obtain copies of Operational Records.

## **8. ACCREDITATION PROCEDURE**

- (a) A Sponsor seeking to apply for Direct Access Privilege accreditation on behalf of an entity must complete and submit the application form in Appendix 1.
- (b) A person seeking to apply for Direct Access Privilege accreditation individually must complete and submit the application form in Appendix 2.

- (c) The Statutory Decision Makers, or their respective designates, will respond to applications to that Statutory Decision Maker for Direct Access Privileges in a timely way and may approve applications where eligibility criteria (see section 7 below) are met. The Statutory Decision Maker may impose conditions on Direct Access Privilege accreditation.
- (d) Where Direct Access accreditation is granted, a permanent Direct Access Pass in the form of an identification badge will be issued to each approved individual. A Statutory Decision Maker may issue a daily or temporary Pass where the need for Direct Access Privileges is fleeting, infrequent or requires access to multiple locations. Daily access passes expire at 4:00 pm on the day of issuance or any other time specified by the Statutory Decision Maker. A temporary day Pass may also be issued where a Pass holder forgets their permanent Direct Access Pass, subject to presenting satisfactory identification.
- (e) Direct Access Passes expire at the end of the fiscal year for which they have been issued unless a shorter period has been identified by the Statutory Decision Maker. Privileges may be renewed for successive fiscal years upon written application using the forms in Appendix 1 or 2, as the case may be.
- (f) Where a Direct Access Pass is lost or destroyed, the responsible Statutory Decision Maker will provide a replacement on receipt of a written request from the Pass holder and payment of a \$25 administration fee, or such other amount set by the Authority's by-laws.
- (g) A Statutory Decision Maker may grant Direct Access Privileges on an ad hoc basis, provided the individual is supervised by an authorized LTSA employee or contractor.

## **9. TERMS AND CONDITIONS OF ACCREDITATION**

A Direct Access Pass entitles the Pass holder to access during office hours to specified Restricted Areas at LTSA offices, subject to the following terms and conditions:

- (a) A Direct Access Pass must be worn or prominently displayed by the Pass holder at all times.
- (b) Passes are not transferable to another person.
- (c) All Direct Access Passes remain the property of the Authority and must be returned to the Authority: (1) on expiry of the Pass, unless renewed earlier; or (2) immediately, upon notice of cancellation of the Pass holder's Direct Access Privileges.
- (d) Direct Access Privileges granted through a Sponsor terminate immediately if the Pass Holder ceases to be employed by (or to contract with) the Sponsor and the Sponsor must provide written notification of this fact to the appropriate Statutory Decision Maker and return the individual's Direct Access Pass to the Authority.
- (e) Pass holders must safeguard the Authority's Operational Records and other property at all times and must not remove, alter, deface or destroy them. Records and other property must be returned to their original location upon completion of use. Pass holders must

observe Authority guidelines for care and handling of Operational Records as set out in Appendix 3.

- (f) Pass holders must use Authority provisioned software to inspect digitized Operational Records. Downloading and retention of digital copies of multi-page PDF records, such as bound volumes, entire microfilm reels, etc., is prohibited.
- (g) Records searching is limited to 'title by title' or 'document by document' investigation for the purpose of statutory transactions and research. Searching Operational Records to obtain information other than that required for statutory transactions and research is not permitted.
- (h) Pass holders must account for and pay fees for searches, services and copies (including downloads of digital records obtained using LTSA provisioned software), as required by statute, the LTSA fees Bylaw and this policy.
- (i) Each Pass holder or Sponsor must have an ePAY account to pay the fees. Account balance is prepaid by the Pass holder or Sponsor at the front counter. For non-computer searches conducted and services obtained each day, the Pass holder or Sponsor must prepare a written statement and deliver it together with payment of the required fees to the LTSA staff member designated for that purpose. Fees are payable no later than noon on the next business day following the day on which the search was conducted or the service obtained. Payment of fees is based on the honour system and is not to be abused.
- (j) Pass holders must follow any additional restrictions or guidelines respecting appropriate conduct at LTSA premises, as well as records access or handling that a Statutory Decision Maker may establish for a particular Authority office, Restricted Area or statute, including any access limitations to fragile or sensitive records.
- (k) The LTSA requires Commercial General Liability insurance coverage of at least \$2 million be maintained for all persons who occupy dedicated work space in the LTSA's offices. A Certificate of Insurance (General Liability) indicating at least \$2 million coverage per occurrence must be provided to the LTSA at the time of application for Direct Access Privileges.
- (l) Individuals who are granted Direct Access Privileges must adhere to the following sections of the LTSA's Code of Business Conduct and Ethics Policy (as amended from time to time):
  - S. 14 – Employee, Customer, and Supplier Privacy
  - S. 15 – Safety in the Workplace
  - S. 16 – Respect in the Workplace
  - S. 17 – Preventing/Reporting Bullying and Harassment
  - S. 18 – Preventing/Reporting Violence in the Workplace

Details of these sections are provided in Appendix 4. The complete LTSA's Code of Business Conduct and Ethics Policy can be found here:

<https://ltsa.ca/about-ltsa/governance>



Please note: reference to an obligation of LTSA personnel in any of these sections should be read as an obligation of the individual granted Direct Access Privileges.

## **10. COMPETENCE OF DIRECT ACCESS USERS**

- (a) In respect of Direct Access Privileges applied for through a Sponsor, a Statutory Decision Maker may:
- Refuse to accredit a Sponsor that has not established an internal training program that, in the opinion of that Statutory Decision Maker, is sufficient to train potential Direct Access Pass holders on LTSA policies, rules, procedures and guidelines respecting access to records (“Training”);
  - Refuse to confer Direct Access Privileges upon an individual unless or until the individual has completed Training; and
  - Confer provisional Direct Access Privileges to an individual pending completion of Training. Provisional or conditional Direct Access Privileges expire 60 days after the date that the Privileges were conferred.
- (c) If at any time a Statutory Decision Maker determines that an individual lacks sufficient experience or knowledge of LTSA Operational Records policies and practices, Direct Access Privileges may be refused or revoked.

## **11. COMPLIANCE AND ENFORCEMENT**

- (a) If a Direct Access Pass holder fails to comply with the terms and conditions specified in Section 9 of this policy, the relevant Statutory Decision Maker may, in their sole discretion, temporarily suspend, permanently cancel or impose conditions on the accreditation of the Pass holder, the Sponsors (if any), and all other Direct Access Pass holders under that sponsorship (if any).
- (b) Notwithstanding Section 11(a), where a fee payable by a Direct Access Pass Holder remains unpaid after its due date, the access Privileges of that Pass holder, their Sponsor (if any) and all other Direct Access Pass holders under that sponsorship (if any) in the LTSA office in which the fees are payable are automatically suspended until all outstanding fees have been paid. Where a suspension for non-payment of fees exceeds 20 calendar days, the privileges of the Direct Access Pass holder, their Sponsor (if any) and all other Direct Access Pass holders under that sponsorship (if any) shall, on written notice to those persons, be cancelled in all LTSA offices.
- (c) Where a suspension or cancellation occurs, the relevant Statutory Decision Maker may, if in the opinion of the Statutory Decision it is appropriate to do so, notify in writing the individual Pass holders’ Sponsor or professional governing body of the reasons for the suspension or cancellation.

**APPENDIX 1. SPONSOR'S APPLICATION FOR DIRECT ACCESS TO LTSA OPERATIONAL RECORDS**

**Part A.** (To be completed by a Sponsor seeking accreditation on behalf of eligible employee(s) or contractor(s).)

LTSA Office for which Direct Access Privilege accreditation is sought:

- Victoria
- Kamloops
- New Westminster

For applicants requesting access to the Victoria office, what records do you need to access?

- Land Title Records
- Surveyor General Records

Is this application a renewal of a currently valid or recently expired (within six months) accreditation?

- Yes
- No

Name and title of Sponsor: \_\_\_\_\_

Name of Sponsoring entity: \_\_\_\_\_

Nature of Sponsor's business:  
\_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ Postal code: \_\_\_\_\_ Telephone (Business): \_\_\_\_\_

Business email: \_\_\_\_\_ Telephone (Mobile): \_\_\_\_\_

The above-named Sponsor requests accreditation for Direct Access Privileges for those persons listed below and the Sponsor agrees to comply with the LTSA Direct Access to Operational Records Policy, including relevant provisions of the LTSA Code of Business Conduct and Ethics Policy, and the Terms and Conditions for Direct Access Privileges identified below in 'Part C. Sponsor Terms and Conditions'.

Date: \_\_\_\_\_ Authorized Signatory: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**Part B.** (List individuals being sponsored. If more space needed, please use separate sheet.)

If the LTSA collects personal information (as defined in the *Freedom of Information and Protection of Privacy Act*) in connection with this application:

- (a) the purpose of collecting such information is to consider this application and provide services and the collection is authorized under section 26(c) of the *Freedom of Information and Protection of Privacy Act*;
- (b) the LTSA will use and disclose such information only for the purpose of considering this application and providing services; and
- (c) the LTSA will manage such information in compliance with the *Freedom of Information and Protection of Privacy Act* and the [LTSA's Personal Information Protection Policy](#), which is posted at: <https://ltsa.ca/about-ltsa/governance>.

Each of the undersigned hereby acknowledges having read and agrees to observe and comply with the [LTSA Direct Access to Operational Records Policy](#), including relevant provisions of the LTSA Code of Business Conduct and Ethics Policy, and the terms and conditions for Direct Access Privileges stated in "Part D. Individual Terms and Conditions" identified below.

Name	Telephone (business/mobile)	Email (business)	Signature

<p><i>For LTSA Use Only:</i>                  Accreditation Approved (Yes or No): _____ Pass Issued (Yes or No): _____                  Date: _____ Authorized Signatory: _____                  Printed Name and Title: _____</p>
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**Part C. Sponsor Terms and Conditions**

The Sponsor named above hereby represents that each individual named above requires direct access to LTSA Operational Records in order to carry out professional responsibilities related to land title or survey systems and, as a condition of obtaining Direct Access Privilege accreditation, acknowledges and agrees to the following terms and conditions:

- (a) To observe and comply with the LTSA Direct Access to Operational Records Policy, including relevant provisions of the LTSA Code of Business Conduct and Ethics Policy.

- (b) To ensure that each individual named above for whom Direct Access Privileges are sought is fully aware of the requirements of the LTSA Direct Access to Operational Records Policy, including relevant provisions of the LTSA Code of Business Conduct and Ethics Policy and the responsibilities and duties it imposes on the Sponsor and on each individual who is granted Direct Access Privileges.
- (c) To provide each individual named above with training on LTSA policies, bylaws, procedures and guidelines respecting LTSA Operational Records and access to Operational Records.
- (d) To provide adequate supervision to each individual named above while they are attending at an LTSA office.
- (e) To ensure that each individual named above accurately accounts and pays for all fees for searches, copies and other items and services payable under the *Land Title Act* and the bylaws of the LTSA.
- (f) To comply with any other procedures, requirements or conditions that may be established by the relevant Statutory Decision Maker to ensure records security and integrity.
- (g) To account to the LTSA for any and all acts and omissions of each individual named above, including for any breach of the terms or conditions on which Direct Access Privileges are granted under the LTSA Direct Access to Operational Records Policy, including relevant provisions of the LTSA Code of Business Conduct and Ethics Policy.

**Failure to comply with these Terms and Conditions may result in a suspension or cancellation of the Direct Access Privileges granted.**

**Part D. Individual Terms and Conditions**

Each of the individuals named in Part B above hereby represents that he, she or they require direct access to LTSA Operational Records in order to carry out professional responsibilities related to land title or survey systems and, as a condition of obtaining Direct Access Privilege accreditation, acknowledges and agrees to comply with the following terms and conditions:

- (a) To observe and comply with all terms and conditions of accreditation identified in the LTSA Direct Access to Operational Records Policy, including relevant provisions of the LTSA Code of Business Conduct and Ethics Policy.
- (b) To search, inspect and copy LTSA Operational Records only for a purposes related to land title and survey systems, such as a conveyance or research related to land titles and survey plans and field notes.
- (c) To safeguard the records of the LTSA and not remove, alter, deface or destroy any of them.
- (d) To return records to their original location upon completion of use and follow the Authority's guidelines for care and handling of Operational Records.
- (e) To accurately account and pay for all fees for searches, copies and other items or services payable under the *Land Title Act* and the fees bylaw of the LTSA.
- (f) To comply with any other procedures or requirements that may be established by the relevant Statutory Decision Maker to ensure records security and integrity.
- (g) Without limiting any of the obligations or liabilities under this application, to purchase and maintain, at the applicant's expense, on an annual basis from an insurer licensed in Canada, Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance will:
  - i. include the LTSA as an additional insured,
  - ii. be endorsed to provide the LTSA with 30 days' advance written notice of cancellation or material change, and
  - iii. include a cross liability clause;
  - iv. be primary; and
  - v. not require the sharing of any loss by any insurer of the LTSA.
- (h) To provide to the LTSA, together with the application:
  - i. evidence in the form of a completed certificate of insurance of all required insurance; or
  - ii. certified copy of the required policy.

**Failure to comply with these Terms and Conditions may result in a suspension or cancellation of the Direct Access Privileges granted.**

## APPENDIX 2. INDIVIDUAL'S APPLICATION FOR DIRECT ACCESS TO LTSA OPERATIONAL RECORDS

*Note:* This application form is to be completed by eligible professionals seeking individual accreditation for Direct Access Privileges.

LTSA Office for which Direct Access Privilege accreditation is sought:

- Victoria
- Kamloops
- New Westminster

For applicants requesting access to the Victoria office, what records do you need to access?

- Land Title Records
- Surveyor General Records

Is this application a renewal of a currently valid or recently expired (within six months) accreditation?

- Yes
- No

Applicant's name: \_\_\_\_\_

Name of applicant's firm or entity: \_\_\_\_\_

Purpose for access: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ Postal code: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone (business): \_\_\_\_\_

If the LTSA collects personal information (as defined in the *Freedom of Information and Protection of Privacy Act*) in connection with this application:

- (a) the purpose of collecting such information is to consider this application and provide services and the collection is authorized under section 26(c) of the *Freedom of Information and Protection of Privacy Act*;
- (b) the LTSA will use and disclose such information only for the purpose of considering this application and providing services; and
- (c) the LTSA will manage such information in compliance with the *Freedom of Information and Protection of Privacy Act* and the [LTSA's Personal Information Protection Policy](https://ltsa.ca/about-ltsa/governance), which policy is posted at: <https://ltsa.ca/about-ltsa/governance>.

The undersigned hereby acknowledges having read and agrees to observe and comply with the [LTSA Direct Access to Operational Records Policy](#), including relevant provisions of the [LTSA Code of Business Conduct and Ethics Policy](#), and the Terms and Conditions of Direct Access Privileges identified below.

The undersigned certifies as follows (check all that apply):

- I am a member of \_\_\_\_\_ (state applicable governing body or professional regulator; e.g. Law Society of BC, Association of BC Land Surveyors, and attach a copy of current membership card, if applicable) and require direct, routine access to LTSA Operational Records in order to carry out professional responsibilities related to land title or survey systems;
- I am engaged in the business of searching titles or conducting land title and survey-related research and require direct, routine access to LTSA Operational Records in order to carry out professional responsibilities related to land title or survey systems;
- I am searching titles or conducting research related to land title or survey systems in relation to \_\_\_\_\_ (provide a brief description of research or other purpose underlying need for direct access to LTSA Operational Records);

And I will, as a condition of obtaining Direct Access Privilege accreditation, observe and comply with the Terms and Conditions listed below.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

*For LTSA Use Only:*

Accreditation Approved (Yes or No): \_\_\_\_\_ Pass Issued (Yes or No): \_\_\_\_\_

Date: \_\_\_\_\_ Authorized Signatory: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

## Terms and Conditions of Direct Access Privileges

I hereby represent that I require direct access to LTSA Operational Records in order to carry out the purposes certified to and related to land title or survey systems and, as a condition of obtaining Direct Access Privilege accreditation, acknowledge and agree to comply with the following terms and conditions:

- (a) To observe and comply with all terms and conditions of accreditation as identified in the LTSA Direct Access to Operational Records Policy, including relevant provisions of the LTSA Code of Business Conduct and Ethics Policy.
- (b) To search, inspect and copy LTSA Operational Records only for a purpose related to land title and survey systems, such as a conveyance or research related to land titles or survey plans and field notes.
- (c) To safeguard the records of the LTSA and not remove, alter, deface or destroy any of them.
- (d) To return records to their original location upon completion of use and follow the LTSA's guidelines for care and handling of Operational Records.
- (e) To accurately account and pay for all fees for searches, copies and other items or services payable under the *Land Title Act* and the fees bylaw of the LTSA.
- (f) To comply with any other procedures or requirements that may be established by the relevant Statutory Decision Maker to ensure records security and integrity.
- (g) Without limiting any of the obligations or liabilities under this application, to purchase and maintain, at my expense, on an annual basis from an insurer licensed in Canada, Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Application and this insurance will:
  - i. include the LTSA as an additional insured,
  - ii. be endorsed to provide the Authority with 30 days' advance written notice of cancellation or material change, and
  - iii. include a cross liability clause;
  - iv. be primary; and
  - v. not require the sharing of any loss by any insurer of the LTSA.
- (h) To provide to the LTSA, together with my application:
  - i. evidence in the form of a completed certificate of insurance of all required insurance; or
  - ii. certified copy of the required policy.

**Failure to comply with these Terms and Conditions may result in a suspension or cancellation of the Direct Access Privileges granted.**



**APPENDIX 3. GUIDELINES FOR CARE AND HANDLING OF LTSA RECORDS**

<b>Minimize handling</b>	<ul style="list-style-type: none"> <li>▪ Whenever available, access digital images instead of physical records.</li> </ul>
<b>No food or drink</b>	<ul style="list-style-type: none"> <li>▪ To prevent spills or stains.</li> <li>▪ To prevent insects from occupying a Restricted Area.</li> </ul>
<b>Clean hands</b>	<ul style="list-style-type: none"> <li>▪ Wash and dry your hands before handling records.</li> <li>▪ Do not use hand creams.</li> <li>▪ Do not use rubber finger guards.</li> <li>▪ Do not lick fingers to turn pages.</li> <li>▪ Wear white cotton gloves for specified historic records.</li> </ul>
<b>Remove loose jewelry and accessories</b>	<ul style="list-style-type: none"> <li>▪ Watch out for loose jewelry, ID tags or eyeglasses on neck chains that can catch on records and possibly mark or tear them.</li> </ul>
<b>No marking of records</b>	<ul style="list-style-type: none"> <li>▪ Do not mark or write on records in any way.</li> <li>▪ Use pencil rather than ink when working around records.</li> </ul>
<b>Keep the pressure off</b>	<ul style="list-style-type: none"> <li>▪ Do not hold documents while reading them – ensure they are completely supported on a flat surface.</li> <li>▪ Do not trace maps or images unless there is a stiff sheet of polyester film over the document being traced.</li> <li>▪ Do not take notes on paper that is on top of records.</li> <li>▪ Do not lean on records or use them as support for writing.</li> <li>▪ Do not place open volumes face-down.</li> <li>▪ Do not stack records, or place records within other records, as this places unnecessary pressure on the record or volume spine.</li> </ul>
<b>Keep records intact</b>	<ul style="list-style-type: none"> <li>▪ Do not force open a volume or file. If unable to read information from a tightly bound spine or fastener, bring it to the attention of the staff contact.</li> <li>▪ Do not release or remove any material from its fastening system.</li> </ul>
<b>Avoid metal paper clips, elastic bands and 'stickies'</b>	<ul style="list-style-type: none"> <li>▪ Metal paper clips rust and stain. Even plastic-covered paper clips contain PVC which will soften paper. If paper clips are absolutely necessary, use stainless steel or plastic clips (Plastiklips) and put the clip over a protective slip of clean white paper.</li> <li>▪ Rubber bands will stain as they age – do not use them except in the storage of plans rolled onto plan sticks, in which case the elastic band should be used over a protective sheet of clean white paper.</li> <li>▪ Do not attach post-it notes or self-adhesive tapes or labels. If you need to flag a page, use a piece of clean white paper.</li> <li>▪ Do not fold pages to mark a place.</li> </ul>

<b>Take extra care when duplicating records</b>	<ul style="list-style-type: none"><li>▪ Only photocopy records that are permitted to be photocopied and, when doing so, handle gently.</li><li>▪ Photography and hand-held scanning of records is not permitted.</li></ul>
<b>Put away</b>	<ul style="list-style-type: none"><li>▪ Do not leave records out and unattended.</li><li>▪ When not in use, records must be immediately replaced.</li></ul>
<b>Report items in poor condition</b>	<ul style="list-style-type: none"><li>▪ If you discover a physical record in need of repair, or a microfilm or digital image of a record that is illegible, bring it to the attention of the staff contact so appropriate action may be taken.</li></ul>
<b>Return records carefully to the proper location</b>	<ul style="list-style-type: none"><li>▪ Misfiled records are effectively 'lost' – ensure that records are returned to their correct location.</li><li>▪ Ensure returned records are re-stored carefully without crushing, folding, tearing or any other form of damage.</li><li>▪ Let records unfold and refold as intended - never roll or fold records into a new shape or size.</li></ul>

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## **APPENDIX 4. APPLICABLE SECTIONS OF LTSA CODE OF CONDUCT AND BUSINESS ETHICS**

### **14.0 EMPLOYEE, CUSTOMER, AND SUPPLIER PRIVACY**

**14.1** Personnel are required to comply with LTSA's privacy policies relating to the collection, use and disclosure of personal information and all applicable laws, including FIPPA and PIPA, as relevant. This includes not accessing, using or disclosing personal information other than as authorized, including in relation to the LTSA's operational land title and survey records. For clarification, Personnel should consult with the LTSA's Privacy Officer for guidance.

### **15.0 SAFETY IN THE WORKPLACE**

**15.1** Personnel must report a safety hazard or unsafe condition or act in accordance with the provisions of the WorkSafeBC Occupational Health and Safety Regulations (see also Article 18).

### **16.0 RESPECT IN THE WORKPLACE**

**16.1** Personnel have a shared responsibility to exercise the basic principles of respect and dignity in all working relationships. Personnel must treat one another and all parties who engage in business or other relationships with the LTSA with dignity and respect.

**16.2** Personnel will not engage in abusive, intimidating, or demeaning behaviour of any form, including any discriminatory conduct prohibited by BC's Human Rights Code. The prohibited grounds are race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, gender, sexual orientation, age, political belief or conviction of a criminal or summary offence unrelated to the individual's employment.

### **17.0 PREVENTING/REPORTING BULLYING AND HARASSMENT**

**17.1** Conduct of Personnel in the workplace must meet acceptable social standards and must contribute to a positive work environment.

**17.2** Bullying, harassment or any other inappropriate conduct compromising the integrity of the LTSA is not acceptable or tolerated. Personnel will be treated in a fair and respectful manner.

Bullying and/or harassment:

- (a) includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated; but
- (b) excludes any reasonable action taken by an employer or manager relating to the management and direction of workers or the place of employment.

Examples of conduct or comments that could constitute bullying or harassment include:

- verbal aggression or insults;
- derogatory name calling;
- vandalizing personal belongings; or
- spreading malicious rumours or cyber-bullying (e.g.: social media).

**17.3** Personnel must:

- (a) not engage in the bullying and/or harassment of other workers;
- (b) report (see reporting procedure and investigating procedures at Article 23) if bullying and/or harassment is observed or experienced; and
- (c) apply and comply with this policy and the procedures on bullying and harassment.

**17.4** The LTSA has established standard procedures to guide internal investigations of this nature as set out at Article 23 of the LTSA Code of Conduct and Business Ethics Policy, which can be found here: <https://ltsa.ca/about-ltsa/governance>.

**18.0 PREVENTING/REPORTING VIOLENCE IN THE WORKPLACE**

**18.1** All Personnel have the right to expect, and the responsibility to create, a workplace where all Personnel are safe. Violence in the workplace is unacceptable and will not be tolerated. Violence includes any attempted or actual exercise by any person, including another worker, of any physical force so as to cause injury to a worker and includes any express threat of violence. The LTSA is committed to ensuring that all Personnel are aware of the hazards and are trained in the appropriate actions to take for protection from acts or threats of violence.

**18.2** Personnel must report (see reporting and investigating procedures at Article 23) any incident of violence directed towards themselves or their coworkers. Any person hearing a threat, including a threat to a co-worker, must report that threat if he or she has reasonable cause to believe that the threat is serious. Any incident or threat of violence in the workplace must be addressed immediately.

**18.3** The LTSA has established standard procedures to guide internal investigations of this nature as set out at Article 23.