



May 28, 2018

**Gratl & Company**  
Barrister & Solicitor  
601 – 510 West Hastings Street  
Vancouver, BC V6B 1L8

**Attention: Jason Gratl**

Dear Mr. Gratl:

**Re: Lifespan Society of British Columbia v. HMTQ, BCSC Van Registry File: S155698**

Attached is a letter from Consumer Protection BC that indicates based on a review of the contract between Lifespan and Mr. Macintosh, it will not be taking any action directed at the proposed service as set out in the contract. This letter alleviates any concerns about your client's actions offending s. 14 of *CIFSA* and performs the function of the "comfort letter" you previously requested. We trust that you will agree to a consent dismissal of the claim on a without cost basis as you now have the requested assurance that the proposed activities will not be subject to enforcement action as long as they are conducted as proposed and without consumer complaint.

As you know, declaratory relief is only granted when an apprehended or actual infringement of a Charter right is established. The Consumer Protection BC letter alleviates any reasonable concern for your clients that the statute stands in the way of their contract. As there is no actual or apprehended infringement in this case, there is no basis for declaratory relief. We trust that this resolves the matter.

Yours truly,



**TYNA MASON**  
Legal Counsel  
TM/rk

Encl.

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**CONSUMER  
PROTECTION BC**

May 1, 2018

Gratl & Company  
Barristers and Solicitors  
601-510 West Hastings Street  
Vancouver, B.C. V6B 1L8  
Attention; Jason Gratl

Dear Jason Gratl:

**Re: Lifespan Society et al v. HMTQ  
SCBC No 155698 (Vancouver Registry)**

At your client's request, our office has reviewed the contract between McIntosh and Lifespan and considered the circumstances specific to their contractual arrangement.

Generally speaking, our office becomes interested in consumer transactions that fall within our legislated mandate when there is a broader public interest to be served. In defining that public interest, we look to various factors, including: (i) the size of industry and scope of a possible contravention (ii) the vulnerability of the potential consumer base (iii) the volume of transactions and value of potential loss to consumers (iv) the nature of the business practice at issue.

We do not see the arrangement entered into between McIntosh and Lifespan as being a matter of public interest requiring an investigation on our part. McIntosh appears to be a well-educated, highly informed consumer, who is fully aware of the prospects of resuscitation happening in the future. We also have no information, either through a consumer complaint or otherwise, to suggest that Lifespan has more broadly entered into a significant volume of similar arrangements (as the one executed with McIntosh) with other consumers. Based on this current assessment of the public interest, our office will not be taking any action directed at the contract between McIntosh and Lifespan.

Of course, in the future, should information come to our attention that changes our view on the public interest and the necessity for us to look into the business practices of Lifespan, our office will be at liberty to exercise its inspection and enforcement powers under the *Business Practices and Consumer Protection Act* and the *Cremation, Interment and Funeral Services Act*.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tayl Winnitoy', written over a horizontal line.

Tayl Winnitoy  
Executive Vice President  
Consumer Protection BC

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