



## ***Legally Speaking* Keyword Index** **Publication Number 1 - 452**

Aboriginal land	328, 329, 330, 385
Access right	158
Accident	See Injury
Addendum	154, 155, 160, 439
Age discrimination	See also <i>Human Rights Act, Human Rights Code</i> 210, 211, 259, 325
Agency disclosure	See also Fiduciary duty 1 Duty to disclose all facts influencing price 53 Representative disclosure before personal purchase of property 73 Representative in breach of duty to disclose 220 Brokerage didn't disclose expected commission from builder 232 Requirements for landlord and property manager 237 Imperfect disclosure was in compliance 336 No explicit relationship, but fiduciary duty on receipt of confidential information 402 Biggest real estate issue of the past
Agricultural Land Reserve	131
Air conditioning	395
Alarm system	See Security system
Allergy	371
Annual general meeting	298, 324, 325
Anti-avoidance rules	123
Apartment	42 Square footage of owner's apartment exempted from capital gain on sale of building 79 Assault by property manager's employee, tenant receives damages 93 Illegal rents 103 100% residential rental strata lots apartments 144 Human rights and children 149 Implied representation that rents were lawful
Appliance	See Chattels, Stove, Vacuum

Appraisal	14 29 29 61 77 103 105  124 167 175 198  278 332 345 361 388 395	Negligent appraisal by employee of mortgage broker, both liable Exchange of properties valuation Accepted as value over real estate board's weekly statistical summary Liability of appraiser Lesser of appraised value and purchase price 100% residential rental strata lots apartments Negligence, for failure to notice land area less than shown on assessor's rolls Market value of trees Different approaches to deal with GST UFFI, damages Seller didn't have to accept offer, even though in excess of fair market value UFFI damages Townhouse values reduced due to disrepair of apartment units in strata Negligence, mortgagee relied on appraiser's gross overvaluation Of fair market value of bare land lease Buyer paid fair market value for strata lot that was smaller than claimed Owner paid fair market value despite lack of air conditioning
Arbitration	60 146 223 361 370	<i>Residential Tenancy Act</i> s.4, s.12 To fix date when renewal rent commenced Between strata corp. and owner, all affected must be notified Of fair market value of bare land lease Costly arbitration of minor dispute between strata corp. and owner
Archeological site	287, 288	
Architect	175	
Assessment	103 103 196 223  265 277  310 332	Assessment Appeal Board 100% residential rental strata lots apartments Assessment data New owners didn't have to pay additional assessment, <i>Condominium Act</i> , s.36 GST included in fair market value Under <i>Property Transfer Tax Act</i> , restrictions on separate filings by multiple buyers Condo assessment, lump sum or monthly, special or ordinary resolution Due from townhouse strata owners as well as leaky apartment building
<i>Assessment Act</i>	103, 104, 107, 174	
Assessment Appeal Board	See Assessment	
Assets	19, 91	
Assignment	See also Clause, assignment 65 93 200 262 265	Clause "and/or nominee," "and/or assignee" Of lease can't be unreasonably withheld Or novation Mortgagor's right to assign Nullity, because company not in existence at date of assignment
Assurance Fund	27, 323	
Atomic Energy Control Board	138, 139	
Auction	113	
Audit	184	
Authority to Lease	433	
Audit, environmental	139	

Back-up offer	See also Clause, back-up offer 89, 127, 200 Collapse of existing conditional contract 244 Limited dual agency 359 Higher than first offer which completed
Bad faith	202, 333, 378
Band	See Aboriginal land See also: <i>Indian Act</i> , Indian Land Registry, <i>Indian Self-Government Enabling Act</i>
Bankruptcy, <i>Bankruptcy and Insolvency Act</i>	102 Undivided interest in joint tenancy available to satisfy creditors [overturned] 177 Of real estate company 266 Establish priority amongst secured creditors 267 Representative's registration of financing statement establishes priority over other creditors for payment of commission 272 Commission trust protects commission upon brokerage's bankruptcy 327 Receiver-manager can't be sued personally for commission 378 Commission advance loan 402 Creation of commission trust, history
Baseline Documentation Report	357
BC Assessment Authority	167, 289
<i>BC Fire Code</i>	434 Underground oil storage tank regulation
Best efforts	9 Buyer failed to use best efforts 57 Normal condition precedent, examples 163 Examples of best efforts clauses 194 Buyer used best efforts to obtain mortgage 198 No duty to accept fair market value 248 Buyer didn't have to accept take-back mortgage 248 Buyer couldn't prove to lender the source of deposit 249 To fulfill parking requirement 333 Buyer had hidden reason for not removing condition, seller entitled to deposit
Boundaries	428 Use contract clause when uncertainty exists
Breach of contract	137
Breach of duty	135, 183
Breach of trust	282, 309
Breach of warranty	289
Brochure	See Marketing
Brokerage	See Real estate company
Builder	See Developer
Builders lien, <i>Builders Lien Act</i>	69 Buyers liable for payment of liens 70 When liens may be filed and when paid out 230 No priority for commission over lienholder 272 Priority of strata corp.'s special levies over other creditors 282 <i>Builders Lien Act</i> , 10% holdback of purchase price 312 Supplier filed liens to secure payment
Building permit	43, 80, 287, 380

Building scheme	223 Dispute about building scheme, strata corp. didn't comply with <i>Condominium Act</i> 229 Discriminatory 240 Restrictive covenant limiting tree height 246 Modification or cancellation of a restrictive covenant 273, 274 Prevented construction on lot 317 Contract of Purchase and Sale, para. 1 (9) 375 Cases of noncompliance
Buy-down	20, 156
Buyer agency	See also Limited dual agency, Commission, limited dual agency, Fiduciary duty, limited dual agency 221 No commission to listing brokerage whose actions helped buyer 224 Responsibilities 232 In a foreclosure action 258 Duty to present a second offer before completion of first offer 293, 294 Undisclosed dual agent obligations 402 Biggest real estate issue of the past 403 Duties and fees 407 Representative/buyer owed duty to seller to disclose intention to resell 423 Buyer agency contract enforced in Ontario 446 Acting as limited dual agent for unrepresented buyer vs. not providing agency representation
Canada Mortgage and Housing Corporation	114, 167
Canada Revenue Agency (includes Canada Customs and Revenue Agency)	See also Goods and Services Tax, Income tax, <i>Income Tax Act</i> Principal residence 25 No commission paid, disallowed as moving expense 25 Representative's legal expenses allowed as deduction 31 Income or capital gain, two cases 42 Exemptions for principal residence, farm, apartment 81 Waived commission is taxable income 96 What portion of acreage allowed exemption? 96 Entire house was principal residence 97 Garnishee of representative's income 131 Capital gain on sale of land in excess of principal residence? 133 Commissioned salesperson can deduct expenses from income 156 Mortgage buy-down a valid moving expense 168 Two cases where payments weren't a taxable benefit 184 Method of calculating new home rebate 214 Buyer's liability for failure to ensure seller complies with <i>Income Tax Act</i> 227, 228, 266 Representative as employee or independent contractor 249 Waived commission included in representative's taxable income 284 Developer unsuccessful in recovering GST from buyer 356 Test for allowable business losses 414 Home office space or "work space" expense deductions
Canadian Association of Home and Property Inspectors	435
Capital gain	See also Canada Revenue Agency, Income tax 31 Or income, two cases 42 Square footage of owner's apartment exempted from capital gain on sale of building 96 Is farm taxable capital gain or principal residence exemption? 131 On subdividable land? 147 Calculation to reduce capital gain on principal residence that was rented in part

<i>Caveat emptor</i>	179 Buyer's duty to seek explanations of inconsistencies in Property Disclosure Statement 218 Failure to add inspection clause meant buyer bought "as is" 336 Buyer had full disclosure of leaky condo problem but removed condition 346 Nude beach 369 Claim against representative in Small Claims Court failed 383, 430, 447 Onus is on buyer to inspect and inquire 384 Sloping floor a patent defect 415, 452 Buyer beware of patent defects 421 Verify accuracy in listing information 438 Square footage measurements fall on the purchaser's obligation during inspection
Certificate of Approval	445
Certificate of Compliance	214
Certificate of Default	272
Certificate of Occupancy	69
Certificate of Pending Litigation	67, 445
Certificate of Title	27
<i>Charter of Rights and Freedoms</i>	60, 88, 144
Chattels	See also Fixtures 98, 247, 260, 377
Cheque	25 Must be exchanged to allow deduction of commission from income 45 Sham lawyer absconds with commission cheque 50 Exchange cheque for a registerable discharge of mortgage 61 Director may be personally liable if signing a company cheque 231 NSF
Children	102, 144
Clause, assignment	65
Clause, back-up offer	127
Clause, best efforts	See Best efforts
Clause, exclusion	187, 365, 429, 435
Clause, financing	3 Arranged by seller for undisclosed buyer 9 Buyer failed to use best efforts 15 Imprudent for mortgagee to agree to a reduction in interest for prompt payment 20 Take-back mortgage 20, 21 Interest rate buy-down 56 Option or offer 57 Subject to: option or offer? 72 Seller's continuing liability when mortgage assumed by buyer 95 Interest rate calculated annually same as compounding once a year [see also 97] 100 Interest rate uncertain and unenforceable 110, 121, 124 Satisfactory personal financing 126 Limitation of seller's liability to pay mortgage 130 Prime plus 2% (per annum?) 248 Buyer didn't have to accept take-back mortgage 295 Financial charge: Buyer and seller perspectives 351 Life lease housing 425 Unclear in contract

Clause, holdover	172 279 280 356 376 443	One-year period Cancelled when listing cancelled Protection for representative on cancellation or relisting Brokerage failed to give seller list of parties introduced to property Brokerage failed to give seller list of parties introduced to property before listing expired Brokerage introduced buyer to property and seller during listing contract term, later sold by buyer's agent; seller obligated to pay commission to brokerage
Clause, lease	32	Of unsubdivided land
Clause, lien holdback	69, 70	
Clause, <i>Norfolk v. Aikens</i>	See <i>Norfolk v. Aikens</i>	
Clause, notice of termination	4	
Clause, option or offer	See Option or offer	
Clause, renewal	5	
Clause, risk	374	
Clause, time	8, 215, 302, 412 8 36 141 202 347 349 412	Time is of the essence, various cases Payment into trust Time is of the essence, buyer unable to complete Buyer two didn't object to extension for buyer one No deadline set for seller's acceptance of counter-offer Seller's conduct waived clause Not entitled to use "time is of the essence" to terminate contract if party acted in good faith Buyer late in paying deposit; developer kept it and cancelled contract
Clause, title	444	
Clause, warranty	157	
Clause, whim or fancy	See Whim or fancy	
Clearance Certificate	214	
Closing	176 215 221 301	Buyer reserved right to sue Subdivision plan registration, "time is of the essence" Deceitful buyer Subdivision plan not registered by closing date
Code of Ethics	88, 153, 435	

Collapsed sale	8	Late payment of deposit entitles seller to damages but not repudiation of contract
	13	Veteran does not have unfettered right to sell property
	17	Binding contract if notice that financing is unavailable is given after fixed date
	26	Buyers failed to close, damages for mental anxiety
	29	Representative and seller exchanged properties, representative's breach of duty to seller
	36	Seller not in breach to deliver clear title [see also 55]
	36	Waiting until all conditions have been removed
	43	Collapse of existing conditional contracts
	52	Marital separation prior to closing
	55	Seller failed to deliver clear title [see also 36]
	63	Is clause option or offer?
	89	Back-up offer
	90	Buyer unable to complete, brokerage unsuccessful in obtaining deposit against commission
	94	Failure to insert condition that offer subject to sale by buyer's home
	94	Failure to insert condition that offer subject to inspection by third party
	101	Seller leased property after sales contract signed
111	Negligent preparation of an offer	
170	Seller's responsibility to prepare transfer documents	
194	Buyer unaware by fixed date that financing had been approved	
361	Buyer's death before closing	
416	Full and honest answers to PDS questions	
<i>Commercial Arbitration Act</i>	146	
Commercial property	19	Spouse's share on divorce
	76	Obsolete restrictive covenant
	98	Municipality can seize sublessee's chattels to recover unpaid tax
	109	Landlord's liability for injury or death on leased premises
	116	Allocation for tax purposes to land, building and personal property
	139	Hazardous waste
	261	Seller's right to recover tax paid on behalf of buyer
	304	Public input changed zoning; buyer entitled to return of installment
	337	<i>Streamside Protection Regulation</i>
	354	Sale of shares
	356	Holdover clause
	361	Bare land lease, appraisal
	366	Risks of dual agency
433	Limited dual agency, breach of fiduciary duty	
441	Licensee should break down rentable area of <i>each</i> floor	
Commission, assignment of	92	Lawyer liable for payment to seller of commission assigned to brokerage [reversed on appeal]
	311	Notice to be given to conveyancer [see also 355]
Commission, brokerage bankruptcy	177	Representative independent contractor, unjust enrichment argument
	266	Establish priority amongst secured creditors
	378	Commission advance loan and <i>Bankruptcy and Insolvency Act</i>
Commission, buyer agency	224	Cooperative and not adversarial relationship with listing brokerage
Commission, Contract of Purchase and Sale	340, 344	Effect of para. 9 (18) on commissions
	424	Effect of clause 24 and execution under seal on commissions

Commission, court-ordered sale and foreclosure action	22	Brokerage whose principal has conduct of sale is entitled to commission
	24	No Multiple Listing Contract, receiver-manager liable for brokerage's commission
	82	Listing not extended to coincide with extensions of redemption date, no commission
	113	Joint owner who signed listing liable for entire commission
	113	Joint owner, listing from one owner only, no commission on sale to other owner
	182	Listing not extended to coincide with extensions of redemption date, no commission
	182	Joint owners, one owner signed Multiple Listing Contract, representative entitled to only half commission [see 219]
	182	Brokerage not entitled to commission, Multiple Listing Contract not extended and not in force when court approved sale
	230	No priority for commission without consent of mortgagees or court order
	231	No sale, but brokerage was effective cause of sale
	232	No priority for commission without prior consent of mortgagee or court order
	339	Oral extension insufficient to protect right to commission [see 356]
	398	Future commission not deductible from purchase price
Commission, <i>Criminal Code</i> offence	257	Homeowner and brokerage fraudulently inflated value to obtain larger mortgage
Commission, damages	18	Defaulting buyer liable to seller for commission paid to listing brokerage of sale
	62	In lieu of commission [see also 162]
	66	Rescission of purchase agreement, brokerage and representative repay commission
	74	Repaid to seller for representative's breach of duty
	361	Equal to commission paid despite buyer's death before closing
Commission, disclosure	418	Possible duty to disclose unusually high commission
Commission, dispute between brokerage and representative	34	Brokerage not entitled to withhold commission from departing representative
	34	Commission split issue and whether departed representative entitled to bonus
	86	Claim by former employee/representative for listing portion of commission
	217	Whether departing representative or employer/brokerage entitled to listing portion
	260	Brokerage's duty to representative when agreeing with developer to reduce commission
Commission, dispute between buyer and seller	45	Sham lawyer absconds with commission cheque

Commission, earned	<p>73 Open listing, active energetic representative effective cause, entitled to commission or <i>quantum meruit</i> payment</p> <p>128 Open listing, direct sale seller to buyer introduced by representative, effective cause of sale</p> <p>148 For finding commercial tenant, payable in lump sum rather than from future rents</p> <p>161 Listing expired, rental agreement during term of listing a sham</p> <p>161 Open listing, introduction by representative, effective cause</p> <p>162 Seller had a duty to refer inquiries to representative</p> <p>165 During one-year overholding period</p> <p>172 One-year holdover period, conditional offer exercised after period</p> <p>181 Conditional contract, seller's attempt to avoid commission unsuccessful</p> <p>181 Agreement between seller and buyer unknown to representative</p> <p>181 Placing sign on property effective cause of sale [see 314]</p> <p>181 when Letter of Commitment signed</p> <p>185 No contract, representative used as gofer receives <i>quantum meruit</i> payment</p> <p>189 Defaulting buyer, seller could have extended closing by one day</p> <p>191 During listing period, seller sold directly to buyer who had seen property before listing period</p> <p>205 Seller refused to grant one-day extension to complete</p> <p>208 Seller's actions frustrated sale</p> <p>217 Representative moved to another brokerage</p> <p>217 Obtained building contract on a lot</p> <p>233 Introduction and earlier negotiations</p> <p>238 No duty to sellers, representative who breached <i>Real Estate Act</i> s.28 (38) entitled to commission</p> <p>265 Incorrect corporate name on Multiple Listing Contract is no bar to commission</p> <p>275 18-month delay, representative effective cause of sale [see 360]</p> <p>275 Sale from owner to buyer to avoid commission</p> <p>297 Interpretation of commission terms</p> <p>314 Placing sign on property effective cause of sale</p> <p>373 Limited dual agency signed before price reduction discussed</p> <p>405 Multiple Listing Contract was between seller and brokerage, separate from Contract of Purchase and Sale</p> <p>44 Multiple Listing Contract was between seller and brokerage, separate from Contract of Purchase and Sale</p>
Commission, effective cause of sale	<p>73 Open listing, brochure and actions of brokerage, effective cause</p> <p>128 Introduction and maintaining buyer's interest over time, chain unbroken</p> <p>128 Buyer's interest never ended, just suspended, chain unbroken</p> <p>161 2½-year interval between introduction and sale</p> <p>221 Representative not entitled to commission because of misconduct</p> <p>231 Foreclosure, no sale but brokerage was effective cause of sale, entitled to commission</p> <p>233 Introduction and early negotiation, seller and buyer contracted in overholding period</p> <p>271 Large price difference ended early negotiations, chain broken [see 280, 339, 356]</p> <p>275 18-month delay by municipality, chain unbroken</p> <p>275 Delay and direct sale seller to buyer, chain unbroken</p> <p>275 On-and-off listing, introduction and continued work, chain unbroken</p> <p>360 Chain of relationship dislocated but not completely broken</p> <p>360 Buyer used contract prepared by representative for first offer to make second offer, chain unbroken</p>
Commission, exclusive buyer's agent contract	<p>293, 294 Undisclosed dual agent obligations</p> <p>423 Buyer agency contract enforced in Ontario</p>

Commission, fiduciary duty owed by brokerage to principal	See also Fiduciary duty 117 When does it end? 203 Failure to advise owner prior to closing of second offer to buy owner's property—lost commission on resale 203 Dual agent, duty to disclose family relationship to buyer, no commission 359, 360 In circumstances, no duty to give notice of price reduction to buyer's brokerage
Commission, finder's fee	334 Unlicensed person entitled to sue for commission
Commission, garnishee	92, 97 Of representative's income
Commission, Goods and Services Tax (GST)	167 As a factor in fair market value
Commission income, income tax	25 Denied as moving expense, not "paid" in circumstance 81, 249 Waived commission included in representative's taxable income 122, 123 As taxed in professional corporation
Commission, limited dual agency	293, 294 Buyer's agent contract 366 Defining personal information, confidentiality and avoiding dual agency 373 FSBO (For Sale by Owner) and timing of limited dual agency 446 Breach of fiduciary duty by the brokerage and the REALTOR® due to limited dual agency timing
Commission, Multiple Listing Contract	62 Seller failed to refer inquiries from buyers during listing 189 Expired listing, relisted, sale during holdover period, no commission 443 Listing brokerage sued seller for commission owing under Section 5A(ii)(b) of the Multiple Listing Contract
Commission, lost	90 No commission payable on buyer's default [see also 97] 230 Insufficient monies left after payment to mortgagee [see 232] 271 Break in continuity of negotiations 279 Cancellation of Multiple Listing Contract cancels holdover clause [see 280, 283] 279 Representative failed to advise principal that he had listed property below market value 339 Restrictive contract wording 391 List back agreement, but developer sold lots directly 397 Rejected full-price offer does not entitle buyer's brokerage to commission 411 Brokerage and representative breached fiduciary duty, even though client suffered little damage
Commission, lost for failure of brokerage/representative to	48 Be licensed at date the exercise of an option entitled representative to commission 54 Deliver a copy of Multiple Listing Contract required by <i>Real Estate Act</i> s.46 (57) 54 Introduce or show the property to the buyer 66 Disclose not only known defects, but those that are reasonably discoverable by representative, ordered to repay commission 74, 75 Obtain the highest price 113 Disclose agreement to pay part of commission to buyer 120 Act diligently 220 Disclose commission expected from builder 221 Act in the interests of the principal 356, 376 Give seller list of parties introduced to property before listing expired
Commission, mortgage broker	191 Commission earned when Letter of Commitment obtained 396 Mortgage broker's exclusive contract unenforceable
Commission, <i>quantum meruit</i>	73 Open listing, active energetic representative effective cause 185 No contract, representative used as gofer

Commission, <i>Real Estate Act</i>	78	s. 30 (40): limitation on payment of commission or compensation to unlicensed person
	127	s. 46: commission based on difference between listed and actual sale price a breach of
	372	s. 43: agency and not representative must sue for commission
Commission, receiver-manager	327	Can't be sued personally for commission
Commission, sale of shares or property	154	Uncertainty, no commission
	205	Listing of land, sale of shares, no commission
	241	Sale of shares falls within definition of brokerage in <i>Real Estate Act</i>
	314	Company, but not shareholders liable for commission
Commission, secret	243	Project manager took secret commission from trade he hired
Commission, subagent	189	Can't sue seller directly for commission
	307	Cooperating brokerage claim against listing brokerage, interpretation of MLS® contract, para. 5 (c) Aug. 1999 [see also 310]
Commission trust	266	Between independent contractor and bankrupt brokerage
	267	To establish priority over other creditors
	288	Need not be registered
	303	Claim for commission from insolvent brokerage
	402	Creation
Commission, unjust enrichment	161	Implied agreement to pay commission
	177	Representative independent contractor
Common expenses	392, 399	
Common property	See also Condominium, Strata property	
	98	Can be sold without notice to mortgagee ( <i>Condominium Act</i> )
	185	Allocation of condo parking
	253	Disposition of
	325	<i>Strata Property Act</i> , some features
	400	Strata council sued personally by some owners
Communication	10	Seller and buyer must make themselves available at completion
	124, 156, 197, 216	Faxed notice, contract, offer, are valid
	132	Different expectations of developer and client
	137	Revocation can be given verbally or in writing
	141	Binding effect of an oral waiver
	154	Delivery of addendum to listing representative's mail slot was sufficient
	154	Need agreement in writing of all shareholders
	230	Notice of meeting slipped under doors of strata units, acceptable
	252	No difference between party and its brokerage
	253	Detailed notes result in representative's successful defence
	299	Potential Y2K problems
	300	Origin of <i>Legally Speaking</i> columns
	331	Is it a counter-offer or a request for information?
	363	Deciphering faxed counter-offers
	372	Small Claims Court, representative's documentation
	409	Representative's ad used personal information about other representatives
	413	Limited dual agent can receive communication on behalf of principal
420	Acceptance of contract delivered within time provided	

Company	<p>See also Director, Shares, shareholders</p> <p>16 Articles of company limit commission on share sale between shareholders</p> <p>51 Director liability as guarantors</p> <p>61, 132, 225 Director liability: failure to sign as director, personally liable</p> <p>104 Name must be on specified documents</p> <p>122, 123 Commissions taxed in professional corporation</p> <p>126 Owner/employee personal liability</p> <p>154 Share sale: need agreement in writing of all shareholders</p> <p>218 Fraudulent breach of trust</p> <p>241 Sale of shares falls within definition of real estate</p> <p>309 Director liability: breach of trust</p> <p>312 Director liability: breach of trust, <i>Builders Lien Act</i></p> <p>312 Shareholder buyout and lot purchase: Who pays GST?</p> <p>326 Shell company: investors personally liable</p> <p>347 Directors signed contract, but didn't sign as personal guarantors, not liable</p> <p>354 Sale of shares</p> <p>369 Financial statements: claim of negligent misrepresentation</p> <p>422 Oppression remedy for payment of commission</p>
<i>Companies Act</i>	16, 104
<i>Competition Act</i>	119, 136
Completion	<p>8 Requirement to pay balance of purchase price into trust a warranty entitling seller to damages for late payment</p> <p>10 Seller's duty to seek out buyer on closing date</p> <p>28 Buyer defaults, calculation of loss on resale</p> <p>30 Representative acting without express authority binds principal to contract</p> <p>36, 55, 155, 193, 444 Seller's obligation to deliver clear title</p> <p>57 Subject to clauses, option or offer?</p> <p>157 Mistaken area measurement discovered after closing</p> <p>215 Dependent on subdivision</p> <p>220 Seller to deliver vacant possession on closing, delay entitled buyer to damages</p> <p>233, 350 Fire damage before closing</p> <p>246, 445 Setting new date for completion</p> <p>250 Subject to legal advice</p> <p>382 Date of completion to be agreed upon</p>
Condition	See Warranty
Condominium	See Leaky condo, Strata property

<i>Condominium Act</i>	See also <i>Strata Property Act</i> 98 Common property can be sold without notice to mortgagee 142 s.115: duties of an owner (noise) 159 s.49: requirements for payments over \$500 180 Developer may designate limited common property 183 s.54: strata corp. has obligation to insure against common perils 210, 211 Age restrictions 223 s.36: information to be provided by strata corp. to intending buyer 223 s.44: arbitration between strata corp. and owner; all affected must be notified 223 s.15: strata corp. may sue on its or an owner's behalf—special resolution and consent of owner required 230, 234, 259 s.30: age restrictions, limitation of leased units 236 Obligation of strata owners 248 s.57: deemed destruction of strata lots 252 Duty of strata corp. to maintain and repair building exterior 253 s.116: 99-year parking lease 264 s.40 and s.116: strata corp. forced to manage property for benefit of all 268 s.125: owner, including developer/owner, loses right to vote if contributions to common expenses are owed 272 s.37 and s.128: strata corp. has priority over mortgagee for repair levies 305 s.29: bylaw wasn't improper restraint of trade 305 s.50: fine bylaw unenforceable 310 s.35: strata corp. has no authority to demand lump sum payment
Condominium, assessment	103 100% residential rental strata lots apartments 265 Net GST to be included in fair market value of new construction 304 Owner refused to pay half of special assessment
Condominium, bylaw	259 Rental prohibition set aside, age restriction upheld 263 Retroactive bylaw unenforceable 292 No-pet bylaw discriminated against elderly deaf person and signal dog 436 Rental restrictions
Condominium, damage(s)	79 Property manager liable for assault on tenant 252 Strata corp.. not liable for water damage to owner's unit 335 Bad design, purchase price repaid
Condominium, disclosure statement ( <i>Real Estate Act</i> )	269 Developer underestimated monthly assessments and didn't amend disclosure statement; director equally liable
Condominium, parking	See also Parking 253 Validity of 99-year lease 284 Action against developer to recover rents paid under void 99-year lease
Condominium, presold	269, 290 Test for difference between minor or substantial changes to plans
Conduct of sale	See also Commission, court-ordered sale and foreclosure action; Foreclosure 272
Confidentiality	244, 387
Conflict of interest	See also Code of Ethics 33 For lawyer acting for both sides 152 Representing both buyer and seller 253 Employee of developer also agent of strata corp. 308 Developer to approve plan, conflict of interest? 392, 417 Strata council
Conservation covenant	357
Construction	See Developer
Consumer Price Index	6 Lease or rent tied to Consumer Price Index 15 Synonymous with cost-of-living index 41, 44 Revised formula 329 Long-term lease 357 Rent charge for breach of conservation covenant

Contaminated site	199, 434	
<i>Contaminated Sites Regulation</i>	434	Owners and previous owners of property designated as contaminated are responsible for the remediation of site
Contingency reserve fund	298, 310, 324, 451	
Contract of Purchase and Sale	8 20 100 108 149 154 156 170 172 175 214 231 247 250 369 382 437 441	Late payment of deposit didn't give seller right to repudiate "Time is of the essence," failure to deposit funds in trust Interest clause uncertain and unenforceable Developer contributed to nonfulfillment of conditions Failure to fix dates for buyer's performance Failure to fix date for acceptance Faxed offer is valid Seller responsible for preparation of transfer documents Buyer responsible for preparation of transfer documents Satisfactory inspection clause Holdback on sale of property owned by nonresident NSF deposit cheque, representative delayed telling sellers, damages Chattels or fixtures, a test Subject to legal advice Representative's duty to provide adequate financial statements Contract to enter into contract unenforceable Standard contract does not give a seller an unconditional right to the deposit when repudiation occurs Subject to the buyer completing feasibility study
Contract of Purchase and Sale, Addendum	439	Addendum signed after Contract of Purchase and Sale executed, did not assist REALTOR® entered in a Limited Dual Agency Agreement, as fiduciary breaches already occurred
Contract of Purchase and Sale, adjustments	176	Disagreement between parties, sale closed, buyer reserved right to sue
Contract of Purchase and Sale, agency	30 65 222 413	Representative's authority to bind seller Clause "and/or nominee," "and/or assignee" Notice to representative binding on both parties Limited dual agent can receive communication on behalf of principal
Contract of Purchase and Sale, collapse of existing conditional contract	43, 127, 200 89	And back-up offer
Contract of Purchase and Sale, counter-offer	137 222 331 362, 363	Revocation can be given verbally or in writing Notice of buyer's acceptance not received in time Confirmation addendum or discussion with seller, not counter-offer Representative failed to advise client of change to offer
Contract of Purchase and Sale, damages	18 101 220 233, 350 437	Seller's loss and buyer's liability when sale of buyer's home collapses Seller leased property after sales contract signed Delayed delivery of possession Fire damage before closing Sellers terminate contract then sue the buyer for the unpaid deposit and general damages
Contract of Purchase and Sale, interpretation	108 148 249	By a certain date Deemed to be fulfilled within a certain period Technical feasibility includes economic feasibility
Contract of Purchase and Sale, <i>Norfolk v. Aikens</i>	155 220 193 194	Clauses for exchange of undertakings by conveyancers Seller's inability to clear title Seller's obligation to clear title Damages to seller who arranged for discharge of mortgage
Contract of Purchase and Sale, option or offer	56, 57	
Contract of Purchase and Sale, payment of commission	424 443	Effect of Clause 24 and execution under seal Listing brokerage sued seller for commission owing under Section 5A(ii)(b) of the Multiple Listing Contract

Contract of Purchase and Sale, Property Disclosure Statement	179, 230, 406, 434
Contract of Purchase and Sale, representative's liability or duty	94 Failure to add inspection clause 111 Negligent preparation of an offer 118 Same-day removal of two conditional offers 187 To know municipal bylaws 388 To disclose salty well to buyer 256 To provide accurate documentation to conveyancers
Contract of Purchase and Sale, sales brochure	219 Mere puffery, not part of contract
Contract of Purchase and Sale, satisfactory personal financing	110, 121, 124, 248
Contract of Purchase and Sale, subdivision plan	301 Not registered by completion date
Contract of Purchase and Sale, time is of the essence	36, 215, 302, 347, 437, 445
Contract of Purchase and Sale, unenforceable	53 Representative failed to properly use disclosure statement 59 Misrepresentation of <i>Lord's Day Act</i> 238 Only one joint owner signed contract 410 Subject conditions too broad 425 Contract did not accurately reflect agreement
Contract of Purchase and Sale, Title, para. 1 (9)	160, 198, 317 Failure to remove private restrictive covenant and right of way 188 Failure to remove private right of way from title 239, 267 Failure to remove private restrictive covenant 245 Easements, examples of insufficient and serious interference 340 Failure to remove restrictive covenant 355 Failure to remove private restrictive covenant and right of way [but see 245, 267] 403 Recurring problem is representative's failure to list encumbrances 444 Seller is obliged to deliver title clear of any encumbrances not excepted by Clause 9
Contract of Purchase and Sale, Deposit, para. 2	397 Seller entitled to refuse third-party uncertified deposit cheque
Contract of Purchase and Sale, Included Items, para. 7	247, 260, 377 Included items
Contract of Purchase and Sale, Viewed, para. 8	374 Property in same condition
Contract of Purchase and Sale, Representations and Warranties, para. 9 (18)	187, 218, 268, 344, 364 Exclusions of representations and warranties
Contract of Purchase and Sale, Tender, para. 10	397 Seller entitled to refuse third-party uncertified deposit cheque
Contract of Purchase and Sale, Risk, para. 14	374 Seller must keep property in reasonable state of repair
Contractor	See Developer

Conveyancing	10	Seller, buyer and conveyancers must make themselves available at completion
	36	Waiting until all conditions have been removed
	45	Sham lawyer absconds with commission cheque
	155	Clauses for exchange of undertakings by conveyancers
	164	<i>Pre-Norfolk v. Aikens</i>
	170	Seller's responsibility to prepare transfer documents
	172	Buyer's responsibility to prepare transfer documents
	176	Closing but reserving right to sue for adjustments
	256	Negligent conveyancer failed to recognize ambiguities in documents
	330	Aboriginal land development and sale
Counter-offer		See also Contract of Purchase and Sale, counter-offer
	137	Revocation can be given verbally or in writing
	202	Seller's actions evidence of acceptance of counter-offer
	222	Seller hadn't received notice of acceptance
	331	Confirmation addendum or discussion with seller, not counter-offer
	362	Representative failed to advise client of change to offer
	363	Who is obliged to advise of amendments?
Courier	12	
<i>Court Order Enforcement Act</i>	92	
Court-ordered sale		See also Commission, court-ordered sale and foreclosure action; Foreclosure 80, 82, 448
Creditor	102, 422	
Crematorium	223	
<i>Criminal Code</i>	205	Tenant deliberately demolishes or removes
	206	Trespass
	209	Interest rate
	239	s.347: bonus was criminal rate of interest
	243	s.347: interest rate
	257	s.362: obtaining credit by false representation
Damages	12	Consequences of late courier delivery
	64	For breach of contract, avoided or reduced
	160	No damages, clause didn't create a warranty
	169	To property from a neighbour's action
	186	Innocent misrepresentation, no damages to seller
	206	For neighbour's trespass
	235	Landlord's liability for injury or death on leased premises
	252	Strata council not liable for water damage
	278	To a chain of buyers for UFFI
	295	Claims on defaulting buyer for loss on sale, lost investment income and mortgage interest
	313	Leaky condo, suit lost because of Statute of Limitations
	335	Bad condo design, purchase price repaid
	345	To mortgagee for appraiser's negligent appraisal
	364	Paid by volunteer who neglected to perform volunteer act
	394	To disabled person, <i>Human Rights Code</i> , s.8
Damages against developer	263	For mental distress
	269	For material false disclosure statement
	422	Oppression remedy for payment of commission
Damages, denied or dismissed	63	Clause was a condition precedent, not option
	146	Property manager not entitled to damages, not licensed in WA state
	180	Interference with contractual relations, denied
	196	Denied despite representative's negligent measurement
	388	Buyer failed to prove damages
	440	Seller failed to act reasonably when mitigating losses against defaulting buyer

Damages to back-up buyer	89	Seller can't alter any material terms of first offer [reversed on appeal, see 127]
Damages to brokerage	161 422	Seller's unjust enrichment Oppression remedy for payment of commission
Damages to buyer	59 66 101 105 114 129 132 134 137 138 141 149 152 157 175 187 202 220 233 234 238 242 252 256 281 286 336 362 364 366 370 374 379 382 384 387 388 411 441	Relied on negligent advice from representative Disclose not only known defects, but those that are reasonably discoverable by representative Seller leased property after sales contract signed From appraiser for failure to notice land area less than shown on assessor's rolls On CMHC's perfunctory inspection Representative's failure to inspect for known termite problem and owner's failure to disclose For incomplete or deficient work, and for stress Seller falsely or unknowingly warrants no UFFI, damages Punitive damages for removal of garden From representative for premature removal of conditions and from sellers for failure to disclose latent defect Damages to buyer one and to seller from buyer two Of apartment building for misrepresentation of rents as lawful Seller's fraudulent misrepresentation Seller's misrepresentation of condo measurements Seller warranted no UFFI Against developer for failing to deliver exclusive use of two parking stalls Seller's actions evidence of acceptance of counter-offer For delay of possession From seller, brokerage and representative for failure to disclose potential heritage designation Representative liable for error in GST applicability For failed septic system Seller and brokerage liable for dry well Representative was party to seller's misrepresentation Failed to provide accurate documentation, conveyancer also liable From owner for deception Paid by health authorities, developer, engineer, real estate company and regional district building inspector Breach of fiduciary duty For representative's failure to notice handwritten change of conditional clause in counter-offer Property Disclosure Statement was untruthful Undisclosed dual agency relationship For seller's breach of <i>Streamside Protection Regulation</i> Seller didn't patch roof For undisclosed structural deficiencies and building code violations For negligent and fraudulent misrepresentations of new representative Negligent home inspection For undisclosed latent defect (endangered species site) Representative didn't disclose salty well to buyer Up to the buyer, not the representative, to decide whether a change to the property was material Breach of licensee's agency contract
Damages to developer	208 217 254 326	Representative failed to meet obligation to unconditionally cancel listing For representative's failure to clarify MLS® cancellation form For representative's misrepresentations in sales brochure From investors for manager's negligent misrepresentation
Damages to injured visitor	109	Landlord's liability for injury or death on leased premises
Damages to investor	14	Against mortgage broker and employee for negligent appraisal

Damages to landlord	85	Tenant failed to provide commercial lease
Damages to neighbour	173 183	Owner liable for fallen tree even though no apparent or latent defects When shared tree died
Damages to new immigrants	243	Who relied on project manager who breached duty to them
Damages to owner	124 173 183	Neighbour cut down trees Neighbour cut down owner's trees, damages and punitive damages To compensate for sale of stored goods to recover rent arrears
Damages to representative	62 162 185  213 245	Seller failed to refer inquiries from buyers during listing Seller had a duty to refer inquiries to representative No contract, representative used as gofer receives <i>quantum meruit</i> payment For defamation For false accusation of fraudulent misrepresentation
Damages to seller	1 18 26 26 28  49 52 66  75 94 111 117 118 135 141 150  176 194 199 215 215 221  246 279  380 398 189 437  445	Representative and brokerage liable for not disclosing all facts Defaulting buyer forced seller to sell in a declining market Buyers failed to close, damages for mental anxiety Against buyer's lawyer for breach of duty Real estate company and representative liable for failure to search title for encumbrances  Unenforceable interim agreement Innocent party, defendant wife to bear loss, not seller Representative ordered to compensate seller for all costs, disclosure issue  Representative failed to obtain highest price Representative failed to insert conditions in offer For negligent preparation of an offer For representative's breach of duty Same-day removal of two conditional offers Brokerage ignored rights of seller in returning deposit Damages to seller and buyer one from buyer two Representative and partners jointly and severally liable for representative's failure to disclose his interest Awarded for stress Who arranged for discharge of mortgage ( <i>Norfolk v. Aikens</i> ) "To the best of your knowledge" isn't an absolute warranty Buyer's inaction in the face of extensions kept the contract in force Buyer's refusal to negotiate new completion date Deceitful scheme to get favoured lot by offering to buy it and adjoining lot and defaulting on latter When buyer ignored new completion date Representative didn't disclose fact that property could be sold for a higher price  From brokerage who didn't disclose potential landfill site nearby Buyer failed to act expeditiously In the amount of commission withheld by selling brokerage Amount forfeited to the sellers would be the amount paid by the defaulting buyer on account of damages Buyer's conduct waived remediation clause, ordered to pay damages for breach of contract; seller entitled to deposit
Damages to strata corp.	236	For investor's failure to maintain property
Damages to tenant	79 93	From property manager for employee's assault upon tenant Landlord's consent to an assignment was unreasonably withheld

Death	67 96 102 174 253	Probate and sale of real estate Taxable capital gain on farm as principal residence Rights of bare trustee vest only upon death <i>Property Purchase Tax Act</i> , transfer to trustee on death Does not frustrate a contract
Defamation	213	
Deposit	161 254	Small deposit a sham to avoid commission Timing of consent to release part of deposit in excess of commission
Deposit, brokerage	2 135	Wording that may limit brokerage's right to receive increased deposit Brokerage ignored rights of seller in returning deposit
Deposit, buyer not entitled	8	Late payment of deposit didn't give seller right to repudiate
Deposit, developer	269 290	Made major changes to plan, not entitled to deposit Developer made major changes but buyer who delayed objection lost deposit
Deposit, home inspection	343	Conditional buyer sued for return of deposit held by brokerage
Deposit, lease	85	Tenant to provide commercial lease at tenant's expense, failed; landlord retained deposit
Deposit, nonrefundable	52, 56 437	Nonrefundable wording may create uncertainty in conditional offer Nonrefundable wording will give the seller an absolute right to the unpaid deposit upon a buyer's default
Deposit, relief from forfeiture	43 166 171	Delay in funding prevented closing, seller profited by resale, deposit a penalty Insufficient funds to close, seller sold at a huge profit Was the deposit a genuine estimate of damages or a penalty?
Deposit, seller entitled	43 43 43 49 90  189 193  202 243 333 398 401 412  440	Buyer failed to use best efforts Buyer stopped payment on deposit cheque Buyer agreed to pay deferred deposit, repudiated contract Developer failed to retain receipt for delivery of prospectus Buyer unable to complete, brokerage tried to retain deposit against commission  Buyer substituted nominee company Both parties defaulted, but buyer's lawyer failed to meet at Land Title Office with seller's lawyer  Buyer failed to act in good faith Omitted term in mortgage concerning payment dates, not uncertain Buyer's hidden reason for not removing condition Buyer failed to act expeditiously to remove condition Parties had agreed that deposit would be forfeited on buyer's default Buyer was late in paying deposit; developer kept it and cancelled contract  Seller precipitously sold property below fair market value to new buyer, entitled deposit only after suing defaulting original buyer for damages

Deposit, seller not entitled	110	“Satisfactory personal financing” certain or uncertain
	164	Seller misrepresented interest rate in mortgage to be assumed by buyer
	164	Seller couldn’t clear title
	166	Deposit in brokerage’s hands before closing, seller repudiated contract
	170	Seller’s responsibility to prepare transfer documents
	175	Buyer used best efforts in declining to remove inspection condition
	186	Listing brokerage’s innocent misrepresentation, by omission, of effect of setback bylaw
	188	Seller unable to remove private right of way from title
	194	Bank delayed advising buyer of loan approval
	198	Buyer not bound to accept offer to buy his house
	238	Only one joint owner signed contract
	239, 340	Seller unable to remove private restrictive covenant from title
	245	Seller unable to remove private right of way from title
	249	Economic feasibility implied as part of technical feasibility condition
	250	Buyer’s lawyer acted in good faith in advising buyer not to remove conditions
268	Contract of Purchase and Sale para. 9 (18) exclusions not read to buyer [see 344]	
347	Seller waived “time is of the essence” by conduct	
350	Failed to act in good faith	
437	Standard contract does not give a seller an unconditional right to the deposit when repudiation occurs	
Depreciation Reports	451	

Developer	<p>9 Failed to use best efforts to assemble land</p> <p>11 Modification or cancellation of an easement</p> <p>49 Failed to retain receipt for delivery of prospectus</p> <p>64 Mortgage broker in breach of duty to developer</p> <p>69 Lien holdback</p> <p>80 Municipality refused building permit</p> <p>83 Changes to <i>Real Estate Act</i>, part II</p> <p>108 Contributed to nonfulfillment of conditions</p> <p>132 Damages to buyer for incomplete or deficient work, and for stress</p> <p>171 Amended disclosure statement does not give buyer right to terminate contract</p> <p>183 First buyer's right to sue developer for misrepresentation</p> <p>185 Methods of granting exclusive use by developer</p> <p>208 Representative failed to meet obligation to unconditionally cancel listing</p> <p>210 Of adult-only development, <i>Human Rights Act</i></p> <p>225 Unenforceable contract with purchaser, representative not licensed</p> <p>246 Fixing new date for completion</p> <p>246 Can't remove all restrictive covenants for own benefit</p> <p>280 Cancellation of a restrictive covenant</p> <p>282 <i>Builders Lien Act</i>, 10% holdback of purchase price</p> <p>284 Unable to collect GST from buyer</p> <p>286 Lied to buyers and municipal building inspector</p> <p>298 Comments concerning proposed <i>Strata Property Act</i> (1998)</p> <p>308 Developer to approve building scheme, conflict of interest?</p> <p>328, 329 Of Aboriginal land</p> <p>335 Bad condo design, purchase price repaid</p> <p>337 <i>Streamside Protection Regulation</i></p> <p>344 Exclusions of representations and warranties, Contract of Purchase and Sale, para. 9 (18)</p> <p>358 Cancellation of easement</p> <p>373 Title not in developer's name</p> <p>375 Modification or cancellation of restrictive covenant</p> <p>396 Stop-work orders, injunction, contempt of court order</p> <p>431 Failed to provide disclosure statement to buyer before entering into a purchase agreement</p> <p>436 Rental disclosure statement</p>
Director	<p>See also Company; Shares, Shareholder</p> <p>104 Misrepresentation on company stationery, director liability</p> <p>207 Representative/director offered to purchase, didn't disclose to seller</p> <p>218 Personally liable for knowledge of offences committed by company</p> <p>225 Personally liable for failure to sign as director</p> <p>269 Personally liable for material false disclosure statement</p>
Disabled people	<p>229 Discriminatory building scheme</p> <p>371 <i>Human Rights Code</i>, owner couldn't have dedicated parking stall for caregivers</p> <p>393 Intercom and disabled owner</p>
Disclaimer	254
Disclosure	236, 452
Disclosure statement	See also Property Disclosure Statement 171, 269, 431
Discrimination	See also <i>Human Rights Act</i> , <i>Human Rights Code</i> 144, 229
Doctrine of Frustration	233, 253
Dogs	See Pets
Driveway	206, 207, 257
Dual agency	See Limited dual agency

Easement	<p>See also Restrictive covenant, Right of way</p> <p>11, 76 Modification or cancellation of an easement, restrictive covenant, land use covenant</p> <p>27 Buyers and owners beware of old, ungazetted public easements</p> <p>28 Representative breach of duty of care for not obtaining search of title</p> <p>35 For pipeline, not water</p> <p>158 Undedicated access road over neighbour's property</p> <p>160 Contract of Purchase and Sale</p> <p>188 Seller unable to remove private right of way from title</p> <p>192 Rights attached</p> <p>198 Representative suspended for failure to advise buyer of an easement</p> <p>206, 297 Mutual rights of way</p> <p>209 Bylaw restriction not an undisclosed easement</p> <p>231 Owner's privacy interfered with by user's continued inspection</p> <p>245 Easements, examples of insufficient and serious interference</p> <p>246 Water licence</p> <p>257 <i>Property Law Act</i></p> <p>273, 274 <i>Property Law Act</i>, various examples</p> <p>291 <i>Property Law Act</i>, tests and cases</p> <p>317, 355 Contract of Purchase and Sale, para. 1 (9)</p> <p>350 No parking in easement</p> <p>358 Cancellation of easement</p> <p>385 Rights granted detracted substantially from rights of servient owner</p>
Effective cause of sale	See Commission, effective cause of sale
<i>Electronic Transactions Act</i>	450
Employee	<p>See also Independent contractor</p> <p>1 Brokerage also liable when representative doesn't disclose all facts</p> <p>14 Negligent appraisal by employee of mortgage broker, both liable</p> <p>23 Representative in 100% house not employee</p> <p>25 Representative can deduct legal costs from income</p> <p>34 Of brokerage, commission dispute between brokerage and representative</p> <p>79 Assault by property manager's employee, tenant receives damages</p> <p>86 Claim for commission by former representative</p> <p>97 Garnishee of representative's income</p> <p>126 Owner/employee personal liability</p> <p>177 Independent contractor status in brokerage bankruptcy</p> <p>217 Representatives with 100% commission weren't employees</p> <p>227, 288 Independent contractor status</p> <p>241 Includes independent contractor in this case</p> <p>266 Treatment of commissions on bankruptcy of brokerage</p> <p>327 Unionized employees terminated by seller, buyer sued for repayment of their claims</p> <p>342 Status of injured representative for compensation</p> <p>372 Or independent contractor for commission</p>
Encroachment	<p>143 <i>Property Law Act</i> s.32 (36)</p> <p>273, 274 Various examples</p> <p>291 <i>Property Law Act</i>, tests and cases</p> <p>321, 442 Title insurance</p>
Encumbrance	<p>188 Representative's responsibility to search title for encumbrances</p> <p>230 No priority for commission without consent of mortgagee</p> <p>340 Seller failed to remove before closing</p> <p>355, 444 Contract of Purchase and Sale, para. 9</p> <p>357 Conservation covenant</p>
Endangered species	387
Engineer	286

Environmental Appeal Board	390
Environmental audit	308
Environmental hazard	138, 139, 434
Environmental issues	322
<i>Environmental Management Act (EMA)</i>	434 s. 45: owners and previous owners of property designated as contaminated are responsible for the remediation of site 434 s. 46: contaminated site remediation exemptions
Errors and omissions	See Insurance, Errors and omissions
Estate planning	102, 122, 212
<i>Excise Tax Act</i>	184, 261, 343
Exclusion clause	See Clause, exclusion
Expropriation	196, 246, 322, 338
Fair market value	14 Negligent appraisal by employee of mortgage broker, both liable 51 Decreasing value, action against guarantor 61 Liability of appraiser 103 100% residential rental strata lots apartments 114 Significant deficiencies reduced fair market value 124 Value not reduced by unauthorized tree cutting 167 GST as a factor in commission calculation 174 Of improvements for principal residence tax exemption purposes 198 No duty to accept fair market value 216 Of bare land lease that restricted use 265 Net GST to be included in fair market value of new construction 279 Representative didn't disclose fact that property could be sold for a higher price 285 Property Transfer Tax exemption 329 Of reserve land 352 Life lease 357 Affected by conservation covenant 361 Appraisal of land for bare land lease 378 No damages for lost view 388 Mistake in area, no damages 395 Owner paid fair market value despite lack of air conditioning 418 Representative liability in a hot market 440 Seller precipitously sold property below fair market value to new buyer, entitled deposit only after suing defaulting original buyer for damages
Family Farm Corporation	See Farm
<i>Family Relations Act</i>	19, 107, 251
Family status	See also Marital status 107, 210, 211
Farm	42 Sale of part of acreage deemed principal residence and exempt from tax 96 Is farm taxable capital gain or principal residence exemption? 107 Defined under <i>Property Purchase Tax Act</i> 174 Family Farm Corporation needs only one shareholder to qualify for principal residence exemption
Fence	143, 291, 428

Fiduciary duty	26 30 41 118, 138 152 238 243	Seller's lawyer to buyer Representative acting without express authority binds principal to contract Representatives should determine unregistered rights of way Premature removal of conditions a breach of duty in sale of buyer's home Representative not liable for seller's fraudulent misrepresentation Representative in breach of <i>Real Estate Act</i> s.28 (38), but no fiduciary duty owed to sellers Buyer entitled to damages for project manager's breach of duty
Fiduciary duty, agency relationship	117, 258 203 217 220 221 336 373 407 418 419	When does fiduciary duty end? To advise owner prior to closing, of second offer to buy owner's property—lost commission on resale No duty owed to brokerage by representatives who formed new brokerage Brokerage failed to disclose expected commission from builder Actions consistent with being agent for buyer, not seller Buyer's disclosure of financial statements and request to prepare offer established relationship FSBO disclosure of bottom price occurred before dual agency created, no breach of duty Representative/buyer owed duty to seller to disclose intention to resell No duty for representative to disclose seller's occupation Choosing between limited dual agency and no agency
Fiduciary duty, breach of duty for failure to	1, 279 28 29 94 94 111 113 129 150 168 168 233 362, 363 387 411 446	Disclose fact that property could be sold for higher price Search title for encumbrances, contract unenforceable Comply with representative's obligations to the owner whose property he bought Insert condition that offer subject to sale by buyer's home Insert condition that offer subject to inspection by third party Draft legally enforceable document Disclose agreement to pay part of commission to buyer Adequately inspect property in known termite infestation area Disclose interest in a partnership that bought property of representative's principal Draft conditional clause that limited scope of inspection Disclose purchaser's instructions re: inspection Disclose potential heritage site designation Notice handwritten change of conditional clause in counter-offer Disclose latent defect (endangered species site) Advise buyer of material changes to the new townhouse Obtain seller's consent to limited dual agency before preparing offer
Fiduciary duty, brokerage	129	Duty to advise representatives of important trends in the area (termites)
Fiduciary duty, buyer	245	Liable in special costs to representative for false accusation of fraudulent misrepresentation
Fiduciary duty, buyer's agent	224	Owe same duties as to sellers
Fiduciary duty, Canadian Real Estate Association Code of Ethics	152	Failure to disclose information a negligent misrepresentation
Fiduciary duty, developer to strata corp.	236 253 284	To protect interests of present and future owners Conflict of interest 99-year lease of parking stalls to developer
Fiduciary duty, duty of listing brokerage to buyer's brokerage	359	No duty to advise other brokerages of price reduction

Fiduciary duty, higher duty when	243 254	Project manager's clients were new immigrants entirely dependent on his advice One-year representative claimed to be a commercial real estate expert
Fiduciary duty, limited dual agency	203 244 426 427 439 446	Duty to disclose family relationship to buyer How to deal with a back-up offer Limited duty of care; limited dual agent as conduit of information REALTOR® party to the transaction REALTOR® owed the buyer a duty of loyalty and disclosure Commission reduced due to timing of limited dual agency
Fiduciary duty, listing and buyer's brokerages	179	Upon introduction of disclosure statement
Fiduciary duty, mortgage broker	64	Took undisclosed fee from insurance company as well as from developer
Fiduciary duty, Multiple Listing Contract	237	Does not always create fiduciary duty
Fiduciary duty, not breached	368	Three Small Claims Court cases
Fiduciary duty, Property Disclosure Statement	179 281 386	Duties of listing and buyer's brokerages upon introduction of disclosure statement Failed to provide cooperating brokerage with Property Disclosure Statement No breach for failure to disclose potential defect
Fiduciary duty, strata corp. members	236	To ensure common property is maintained and repaired
Fill	383	
<i>Financial Institutions Act</i>	174	
Financial statements	362	
Financing	See Clause, financing	
Finder's fee	364	
Fine	316 324 325 357 370 396	Condo fines cancelled Strata bylaw maximums Frequency and maximum Rent charge for breach of conservation covenant Resulted in costly arbitration of minor dispute between strata corp. and owner To developer for ignoring stop-work orders and injunction
Fire	233, 350	
Fire alarm	See Security system	
<i>First Nations Land Management Act</i>	385	
Fish	337, 370	
<i>Fisheries Act</i>	337	
<i>Fish Protection Act</i>	337, 338	
Fixtures	See also Chattels 81 116 247 260 377	Seller removed wood stove Allocation for tax purposes to land, building and personal property Test for Examples Items included in Contract of Purchase and Sale
Flood	66	

Foreclosure	See also Commission, court-ordered sale and foreclosure action; Conduct of sale; Court-ordered sale 44, 72 Seller's continuing liability when mortgage assumed by buyer 51 Guarantors discharged from liability 82 Lawyer negligent for paying commission to agent who wasn't cause of sale 114 Bank was denied foreclosure action 152 Interference with contractual relations 180 Court accepted highest bid, low bidder sued 272 Priority of strata corp.'s special levies over other creditors or liens 448 Property cannot be rented to residential tenant to survive foreclosure
Foreign ownership	214
Forgery	306, 321, 432
For sale by owner (FSBO)	182, 373
Fraud	14 Appraisal deemed negligence, not fraud 45 Sham lawyer absconds with commission cheque 129 Misrepresentation that there was no termite problem 306 Fictitious mortgage 321 Title insurance 432 Owner's signature forged to transfer the owner's lot to fraudster's accomplice
Garage	375
Garden	58, 137
Garnishee	See Commission, garnishee
General meeting	See Annual general meeting
Golf tournament	183
Good faith	See also Bad faith 250 Buyer's lawyer acted in good faith in advising buyer not to remove conditions 252 Strata corp. acted in good faith 302 "Time is of the essence," various cases 349 The evolving duty to complete a contract [see also 355] 350 Both parties failed to act in good faith
Goods and Services Tax (GST)	218 Failure to pay may result in criminal charges for officer, director, employee or agent 167 As factor in fair market value, commission calculation 184 Method of calculating new home rebate 234 Buyer relied on incorrect information from representative, representative liable 239 Payment under protest 261 Seller's right to recover tax paid on behalf of buyer 265 Included in fair market value 284 Developer unsuccessful in recovering GST from buyer 343 Buyer applied unused input tax credits
<i>Groundwater Protection Regulation</i>	388
Group home	229
Grow-op	296, 386
Hardship	316, 353
Hardwood floor	371, 374, 385
Haunted house	See Stigmatized property
Hazardous waste	138, 139
Headlease	328, 329, 330

<i>Health Act</i>	286
Heritage	233
<i>Heritage Conservation Act</i>	287, 288
<i>Highways Act</i>	27, 280 See also Road
Historic site	See Archeological site
Holdback	69, 70 Builders lien 114 To make any necessary repairs 214 On sale of property owned by nonresident 282 <i>Builders Lien Act</i> , 10% holdback of purchase price 309 Deemed to be trust funds
Holdover clause	See Clause, holdover
Home improvement	381
Home inspector	See Inspection
<i>Home Owner Grant Act</i>	104, 119
Hot tub	263, 264
<i>Human Rights Act, Human Rights Code</i>	144 Age discrimination re: tenant 210, 211 Age discrimination 229 Discriminatory building scheme 234 Adult-only building 259 Age discrimination and strata bylaws 270 Age restriction in a restrictive covenant 292 Assistance dog for elderly deaf person 371 Dedicated parking stall for caregivers 393 <i>Code</i> , s. 8: intercom and disabled owner 394 <i>Code</i> , s. 8: obligation to accommodate needs of disabled person 394 <i>Code</i> , s. 9: prohibits discrimination against buyer because of a term or condition 401 <i>Code</i> , s. 8, s. 43: representative's complaint against representative
IC & I	See Commercial property
Illegal activity	296
Illegal suite	See Secondary suite
Illness	126 See also Injury
Immigrant	243
Imposter	265
Income	4 Seller's loss of rental income if tenant gives notice before completion 81 Waived commission is taxable income 91 Use of home equity 92, 97 Garnishee of representative's income 122, 123 Commissions taxed in professional corporation
Income tax	25 Commission disallowed as moving expense deduction 31 Income or capital gain, two cases 81, 249 Waived commission is taxable income 122, 123 Commissions taxed in professional corporation 133 Real estate seminar tax deductible 133 Commissioned representative can deduct expenses from income 168 Mortgage interest differential payment not a taxable benefit

<i>Income Tax Act</i>	42 Exemptions for farm, apartment, principal residence 123 Commissions taxed in professional corporation 131 Capital gain on sale of land in excess of principal residence? 133 Commissioned representative can deduct expenses from income 156 Mortgage buy-down a valid moving expense 214 Purchaser's liability for failure to ensure seller complies with <i>Income Tax Act</i>  227, 288 Representative as independent contractor 356 Test for allowable business losses 414 Home office space or "work space" expense deductions
Independent contractor	See also Employee 177 Status in brokerage bankruptcy 217 Representatives with 100% commission weren't employees 227 Status of representative 228 Tests for status 241 Was employee in this case 266 Treatment of commissions on bankruptcy of brokerage 272 Commission trust protects commission upon brokerage's bankruptcy 303 Claim for commission from insolvent brokerage 342 Status of injured representative for compensation 372 Or employee for commission
<i>Indian Act</i>	328
Indian Land Registry	328, 330, 385
<i>Indian Self-Government Enabling Act</i>	328
Industrial, commercial and investment property	See Commercial property
Injury	109, 342, 364, 367
Insolvency	See also Bankruptcy 232
Inspection	238 Snow prevented buyer's inspection 343 Test of buyer's decision not to remove condition 447 Buyers obligation to enquire about and investigate properties
Inspection, damages	See also Property Disclosure Statement 94 Groom's failure to add subject to inspection by fiancée 114 CMHC failed to identify needed repairs 129 Failure to inspect for known termite infestation in the area 168 Representative liable, seller wanted to limit inspection 218, 415 Failure to add inspection clause meant buyer bought "as is" 286 Public health inspector approved finished work without inspection
Inspection, easement	231 Owner's privacy interfered with by user's continued inspection
Inspection, grow-op	386 Neither property manager or dual brokerage liable for failing to discover possible grow-op
Inspection, home inspector's contract	365 Limitation of inspector's liability extreme and unenforceable 435 Exclusions and limitations of liability
Inspection, home inspector's negligence	140 Representative not liable for referring negligent inspector 384 For failure to detect a patent defect (sloping floor) 435 Failure to detect rot and moisture, and structural instability in pre-purchase inspection
Inspection, municipal	379, 380 Representative's duty to know municipal bylaws and building code concerning inspections
Inspection, Property Disclosure Statement	219 Satisfactory roof inspection 224 Buyer agency and inspection 252 False statement that there had been building inspection 374 Inspector recommended roof replacement

Inspection, subject to	57 163 175 202 308 434	Is the clause option or offer? One of many conditions, unenforceable Subject to buyer's satisfaction, not whim or fancy Seller acted in bad faith in delaying buyer's pre-completion right to inspect One of many conditions, enforceable Buyer's right to inspect property for Underground Storage Tank and soil contamination
Insurance	41, 44 109 126 183 325 341	Wood stove Landlord's liability for injury or death on leased premises Insurance agency liable for employee's negligent travel advice Strata corp. has obligation to insure against common perils Liability, strata corp. requirements Strata corp. not expected to insure all owners' losses
Insurance, errors and omissions	28 256	For breach of duty Representative and conveyancer liable
Insurance, mortgage	193 348	Innocent misrepresentation, company denies liability Cases
Insurance, title	321 322 323, 442 381	Buyer's policies Lender's policies Examples, pros, cons To cover undisclosed renovations
<i>Interest Act</i>	7 15 38, 39 47 56 64 84 95 178	Increased interest penalty s. 8: prohibits increase after default of interest payable before default s. 10: after 5 years, right to prepay a locked-in mortgage with longer term s. 10: mortgagee successful in preventing mortgagor from using s.10 s. 10: prepayment of locked-in mortgage s. 8: mortgagee couldn't collect "bonus interest" on default s. 10: right to repay 5-year term mortgage after expiration of term Calculated annually same as compounding once a year [see also 97] s. 4: lender can collect only 5% per annum on loan of less than one year if contract doesn't state equivalent annual rate
Interest rate	7 7 15 21 47, 84 95 99 100 130 151 168 178 194 209 239	Prohibits an interest rate payable after default that is greater than rate before default Increased interest penalty s.8 prohibits increase after default of interest payable before default Interest rate buy-down clauses s. 10: right to repay a 5-year term mortgage after expiration of term Calculated annually same as compounding once a year [see also 97] Mortgagee entitled to 6 months interest in lieu of notice Uncertain and unenforceable Prime plus 2% (per annum?) Illegal rate, <i>Criminal Code</i> definition Mortgage interest differential payment not a taxable benefit Lender can collect only 5% per annum on loan of less than one year if contract doesn't state equivalent annual rate Was interest rate a predetermined profit or criminal interest rate? Illegal rate, monies not recoverable by sophisticated borrower Bonus was criminal rate of interest
Investment, investor	14 31 356	Sued for negligent appraisal by mortgage broker employee Is profit income or capital gain, two cases Test for allowable business losses
Jacuzzi	See Hot tub	
Joint tenants	106	
<i>Judicial Review Procedure Act</i>	88	

<i>Land (Spouse Protection) Act</i>	251
<i>Land Surveyors Act</i>	136
Land title	See also <i>Land Title Act</i> , Land Title Office, Torrens System of Land Registration 27 Search didn't reveal ungazetted purchase of land for highway 28 Search would have revealed easements, representative and brokerage liable 36 Seller not in breach to deliver clear title 67 Probate and sale of real estate 102 Notation placed on title that joint tenant is bare trustee only 105 Survey after purchase showed land area significantly less than appraised 188 Representative's responsibility to search title for encumbrances 195 Seller of unsubdivided lot must cooperate with buyer to subdivide lot 198 Representative suspended for failure to advise buyer of an easement 224 Responsibility of buyer's brokerage to search title 355 Contract of Purchase and Sale, para. 9 385 <i>First Nations Land Management Act</i> 403 Failure to distinguish between private restrictive covenants and those in favour of public authorities 432 Owner's signature forged to transfer the owner's lot to fraudster's accomplice 444 Seller obliged to deliver title clear of any encumbrances not excepted by Clause 9
<i>Land Title Act</i>	See also Land title, Land Title Office, Torrens System of Land Registration 27 Certificate of Title subject to any public easement 32, 255 s. 73: lease of unsubdivided part of a larger parcel is illegal 139 Notice against title of contaminated land 262 Standard mortgage terms 357 s. 218, 219: registration of conservation covenant 408 Leases that violate s. 73 are valid between parties 432 s. 23: exceptions to indefeasible title include fraud 448 Lender's claim for possession priority over tenant's in a foreclosure
Land Title Office	See also Land title, <i>Land Title Act</i> , Torrens System of Land Registration 10 Seller's duty to be available at Land Title Office on closing date 80 Refused to register subdivision 193 Buyer's lawyer failed to meet at Land Title Office with seller's lawyer 320 And representation agreement 354 Not all powers of attorney are accepted 432 Registration of fraudulent mortgages 450 Electronic signatures re Form A - Freehold Transfer and Form B - Mortgage
Landfill	380
Landlord	See Rental
Landslide	66

Latent and patent defects	66 Representative had duty to obtain all relevant information 129 Termite infestation 138 Radioactive soil 173 Owner liable for fallen tree even though no apparent or latent defects 264 No latent defect, municipal requirements for development approval 346 Nude beach, no latent defect 379 Undisclosed structural deficiencies and building code violations 383 Seller honestly didn't think addition of fill to lot was a defect 384 Extensive home remodeling without permits 384 Inoperable septic system 384 Patent defect, sloping floor 387 Endangered species present, latent defect 415, 430, 452 Buyer beware of patent defects 434 Seller's obligation to disclose latent defects rendering a property dangerous or unfit for habitation
<i>Law and Equity Act</i>	17, 68, 262, 450
Law Society of BC	33
Leaky condominium	226 Implied warranty if building incomplete at time of purchase 252 Strata corp. not liable for water damage to owner's unit 304 Owner could have but didn't request special meeting re: cost overrun 305 Leaky window, owner or strata corp. to repair 310 Corp has no authority to demand lump sum payment 313 Suit for damages lost because of Statute of Limitations 332 Assessments due from townhouse strata owners as well as leaky apartment building 399 Significantly unfair allocation of expenses and creation of sections 400 Strata council sued personally by some owners 400 All owners have a common interest, share equally in repairs
Lease	See Rental
Lease clause	See Clause, lease
Lien	See Builders lien
Lien holdback clause	See Clause, lien holdback
Life lease housing	351, 352
<i>Limitation Act</i>	169, 346
Limited common property	185
Limited dual agency	73 Representative didn't disclose involvement of other rep 233 Undisclosed 244 How to deal with a back-up offer 258 Duty of buyer's brokerage to present a second offer before completion of first offer 293, 294 Undisclosed dual agent obligations 366 Risks of dual agency 373 Disclosure occurred before dual agency created, no breach 387 Duty to disclose latent defect (endangered species site) 402 Biggest real estate issue of the past 413 Limited dual agent can receive communication on behalf of principal 419 Choosing between limited dual agency and no agency 426 Limited duty of care; limited dual agent as conduit of information 427, 433, 439, 441, 446 Breach of fiduciary duty 447 Representative owed duty to buyer and seller to act impartially
List back agreement	391
Listing contract	See Multiple Listing Contract
<i>Local Government Act</i>	338
Locatee land	328

Locks	79	
Logging	370	
Lot line	28	
Manufactured home	60 186 247 291 394	Landlord couldn't force tenant to use landlord's listing brokerage Landlord unreasonably withheld consent to assignment of tenant's pad lease Fixtures or chattels Encroachment Disabled person required larger shed than rules allowed
Marital status	See also Family status 19 182 251 292	Spouse's share of business assets on divorce Joint owners, one owner signed Multiple Listing Contract, representative entitled to only half commission [see 219] <i>Family Relations Act, Land (Spouse Protection) Act</i> <i>Partition of Property Act</i> , division of property
Marketing	73 120 165 172 219 254 409	Representative used other representative's brochure to sell property Commission lost for lack of effort Sold after Multiple Listing Contract expired And holdover period Sales brochure not part of contract Misrepresentation in sales brochure bound principal Representative's ad used personal information about other representatives
Market value	See Fair market value	
Measurement	42 105 107 157 421 428 438	Square footage of owner's apartment exempted from capital gain on sale of building Survey after purchase showed land area significantly less than appraised Of principal residence (land) under <i>Property Purchase Tax Act</i> Mistaken area measurement discovered after closing Mistake in data input form, no damages Uncertain property boundaries Unfinished loft included in square footage of a home misrepresenting the size
Mental distress	26 263 336	Buyers failed to close, damages for mental anxiety Damages against developer For breach of fiduciary duty
Misfeasance	58	

Misrepresentation	<p>See also Negligence</p> <p>14 Of mortgage broker's employee</p> <p>30 Despite this, representative's authority to bind seller</p> <p>59 That contract signed on Sunday was invalid</p> <p>73 Representative in breach of duty to disclose</p> <p>77 Buyer fraudulently misrepresented purchase price to obtain large mortgage</p> <p>105 Survey after purchase showed land area significantly less than appraised</p> <p>129 That there was no termite problem</p> <p>152 Seller fraudulently misrepresented boundaries and unsuccessfully sued brokerage for breach of duty</p> <p>153 That property was healthy</p> <p>157 Mistaken area measurement discovered after closing</p> <p>168 Negligent misrepresentation that inspection clause was limited</p> <p>179 Property Disclosure Statement</p> <p>186 Mistaken size of property</p> <p>187 That lot could be built upon, municipal bylaw prevented that</p> <p>199 Representative not liable for seller's fraudulent misrepresentation</p> <p>218 Seller's honest representation, not fraudulent</p> <p>220 Contract void because it depended on misrepresentation to be effective</p> <p>221 Deceitful scheme to get favoured lot by offering to buy it and adjoining lot and defaulting on latter</p> <p>225 Unproven allegations</p> <p>238 Sellers knew of failed septic system</p> <p>242 Well was dug, not drilled</p> <p>245 Damages to representative for false accusation of fraudulent misrepresentation</p> <p>252 Seller misrepresented building permits, representative failed to verify, both liable</p> <p>254 In sales brochure, bound principal</p> <p>283 Completed transaction, mutual mistake prevented buyer from reversing transaction</p> <p>286 Damages to buyer from negligent engineer, municipal inspectors, developer</p> <p>289 Representative not liable for BC Assessment Authority data</p> <p>296 Brokerage not liable when representative acted as builder</p> <p>303 Mistaken size of house</p> <p>326 Investors using shell company personally liable for agent's misrepresentation</p> <p>368 Claim against representative in Small Claims Court failed</p> <p>379 Undisclosed structural deficiencies and building code violations (seller and representative)</p> <p>380 That lot could be built upon, municipal bylaw prevented that</p> <p>388, 421 Mistake in area, no damages</p> <p>407 Fraudulent, representative/buyer owed duty to seller to disclose intention to resell</p> <p>430 Sump pump should have been disclosed on Property Disclosure Statement because it signified a structural defect</p> <p>438 Unfinished loft included in square footage of home</p> <p>447 Sellers sued for negligent misrepresentation based on Property Disclosure Statement completion</p> <p>449 Seller misrepresented the existence of an engineer's report on the Property Disclosure Statement</p> <p>452 Court dismissed claims against seller because buyer failed to exercise due diligence</p>
MLS®	See Multiple Listing Service®
Mobile home	See Manufactured home

Mortgage	3 15 21 36 38, 39, 84 44 47 50 55, 155, 164 56 61 72 72 91 98 99 100 104, 174 114 121 125, 126 130 130 212 243 295 326 328, 330 345 348 352 385 432	Arranged by seller for undisclosed buyer/nominee Imprudent for mortgagee to agree to a reduction in interest for prompt payment Interest rate buy-down clause Collapsed sale because mortgagee didn't deliver statement in time After 5 years, right to prepay a locked-in mortgage with longer term Implied covenant by buyer who assumes mortgage, seller's continuing liability Mortgagee successful in preventing mortgagor from using s.10 of the <i>Interest Rate Act</i> Mortgage broker's authority to receive payments Clearing title from mortgage proceeds Prepayment of locked-in mortgage Bank limited appraisal to external inspection—does this limit liability of appraiser? Defence by seller/mortgagee against deficiency claim Seller's continuing liability when mortgage assumed by buyer Reverse mortgage Common property of strata corp. may be sold without notice to mortgagee Six months interest penalty in lieu of notice Interest rate uncertain and unenforceable <i>Property Purchase Tax Act</i> amendments, exemptions Bank was denied foreclosure action Satisfactory personal financing clause <i>Property Law Act</i> s.19 (23): limitation of seller's liability to pay mortgage Prime plus 2% (per annum?) Limitation of liability of assumable mortgage US non-recourse mortgage and tax Open or closed, not essential term Claim for mortgage interest unenforceable Pooled investors personally liable for manager's misrepresentation Aboriginal land sales Mortgagee relied on appraiser's gross overvaluation Insurance problems Financing of life lease Risk to buyer and mortgagee if First Nations Registry system not in place Mortgage granted by a person who obtained their title by fraud or forgery is invalid
Mortgage, appraisal	14	Negligent appraisal by employee of mortgage broker, both liable
Mortgage broker	50 64 306 396	Mortgage broker's authority to receive payments Took undisclosed fee from insurance company as well as from developer Fictitious mortgage Exclusive contract unenforceable
Mortgage, financing	110	"Satisfactory personal financing" certain or uncertain
Mortgage, fraud	77, 257 306 432	Double contracts to increase property value to obtain larger mortgage Fictitious mortgage Mortgage granted by a person who obtained their title by fraud or forgery is invalid
Mortgage insurance	See Insurance, mortgage	
Mortgage, interest rate	7 64 95 151	Reduction/penalty Mortgagee couldn't collect "bonus interest" on default Calculated annually same as compounding once a year [see also 97] And <i>Interest Act</i>

Mortgage, <i>Law and Equity Act</i>	68	Agreement for sale
Mortgage, take-back	20, 21 115 239 243 248 262 322	Mortgage and interest rate buy-downs In default, exemption from tax under <i>Property Purchase Tax Act</i> Defaulting buyer lost deposit Terms certain or uncertain Buyer refused Standard mortgage terms Title insurance
<i>Motor Vehicle Act</i>	67	
Moving	See Relocation	
Multiple Listing Contract	See also Commission, Fiduciary duty 189 208 237 279 293, 294 295 307 345 361 376 391 403 405 409 429 443	Expired, relisted with another brokerage, first brokerage not entitled to commission Representative failed to meet obligation to unconditionally cancel listing Does not always create fiduciary duty Cancelled when listing cancelled Seller preferred when buyer doesn't agree to limited dual agency Effectiveness approved in court decision Interpretation of Multiple Listing Contract, para. 5 (c) Aug. 1999 [see also 310] Reliance on only MLS® data for comparables may be risky Buyer's death before closing Seller failed to refer inquiries from buyers during listing Owner's failure to refer all inquiries And introduction of buyer agency Multiple Listing Contract was between sellers and brokerage; separate from Contract of Purchase and Sale Privacy commissioner rules that information about representatives' sales was personal information Listing exclusion clause; implied terms Listing brokerage sued seller for commission owing under Section 5A(ii)(b) of the Multiple Listing Contract
Multiple Listing Contract, commission or deposit upon buyer default	90, 97	To be effective, draw clause in Multiple Listing Contract to seller's attention
Multiple Listing Contract, damages	18 30 58 62, 162 208	Binding contract, default—two commissions Listing brokerage's authority to bind seller Representative with listing agreed to water lawn, didn't—test for liability Seller failed to refer inquiries from buyer during listing Representative failed to remove cancelled listing from MLS®
Multiple Listing Contract, exclusive listing	54 154, 205	Copy of listing not given to seller, breach of <i>Real Estate Act</i> 46 (57) By company, no written change when shares instead of property sold
Multiple Listing Contract, extension	82, 182, 339	Not in writing, unenforceable
Multiple Listing Contract, finder's fee	237	Multiple Listing Contract signed to record finder's fee, no intention to list property on MLS®
Multiple Listing Contract, holdover term	279 280 283	Cancelled when listing cancelled Protection for representative on cancellation or relisting Effective cancellation of listing
Multiple Listing Contract, joint owners	113	Both owners should sign Multiple Listing Contract
Multiple Listing Contract, <i>Residential Tenancy Act</i>	60	Manufactured home, landlord couldn't force tenant to use landlord's listing brokerage
Multiple Listing Service®	421	

<i>Municipal Act</i>	98 220 253 287	s. 449: tenant's chattels can be seized to pay landlord's tax s. 996: permission to subdivide lot for owners or family s. 751: secondary suite contravention of bylaw Withhold building permit to protect heritage property
Municipal bylaw	66 160, 187, 379, 380 186 248  264 287 321 328 337 396	Prevented deposit of fill on property Representative's duty to know bylaws Prevented construction on part of lot, not registered on title Strata corp. attempted restructuring to avoid obtaining municipal approval Not a latent or patent defect Withhold building permit to protect heritage property Title insurance <i>Indian Act</i> restrictions <i>Streamside Protection Regulation</i> Bylaw enforcement by contempt of court order
Municipality	41 98 346 408	Some don't register rights of way on title Can seize sublessee's chattels to recover landlord's unpaid tax Right to sue municipality lost <i>Land Title Act</i> , s. 73: leases that violate s. 73 are valid between parties
Native Indians	See Aboriginal land	
Negligence, appraiser	61  105 114 345	Bank limited appraisal to external inspection—does this limit liability of appraiser? For failure to notice land area less than shown on assessor's rolls Buyer relied on CMHC's casual inspection, collected damages Reliance on only MLS® data for comparables may be risky
Negligence, brokerage	102	Disclaimer clause in brokerage brochure protected brokerage and representative from buyer's suit
Negligence, buyer	303 336	Buyer didn't ask representative to measure house, unable to establish negligence Had full disclosure of leaky condo problem but removed condition [ <i>caveat emptor</i> , see 368, 369]
Negligence, conveyancer	256	Failed to recognize ambiguities in documents
Negligence, courier	12	Liability for late delivery of time-important documents
Negligence, engineer, health and building inspectors and developer	286	Owed duty to buyer
Negligence, home inspector	384 435	For failure to detect a patent defect (sloping floor) Failure to detect rot and moisture, and structural instability in pre-purchase inspection
Negligence, insurance agency	126	Insurance agency liable for employee's negligent travel advice
Negligence, lawyer	82 92 178 239 265	For paying commission to brokerage who wasn't cause of sale Liable for not paying assigned funds to brokerage [reversed on appeal] In preparation of promissory notes Drew up mortgage with criminal rate of interest For failing to ask for identification
Negligence, <i>Limitation Act</i>	346	1999 claim of negligent inspection in 1963 was out of time
Negligence, mortgage broker	14	Negligent appraisal by employee of mortgage broker, both liable
Negligence, municipal inspections	379	Representative's duty to know relationship between municipal bylaws and building code concerning inspections
Negligence, officer of shell company	326	Investors personally liable
Negligence, property manager	79 296	Liable for assault on tenant For failure to regularly inspect premises

Negligence, Real Estate Council of BC	258	Jurisdiction depends on agency relationship between representative and buyer
Negligence, representative	49, 59 111 118 140 168 187 196  222 231 252 256 281  296 362 379  380 382  388 430 438  441 447	Action prevented seller from enforcing contract Negligent preparation of an offer Same-day removal of conditional sale and purchase Not liable for referring negligent inspector Inspection clause didn't follow client's instructions Failure to know municipal bylaws Negligent measurement, but buyer unable to prove property was worth more  Could have avoided liability by asking one question Delayed notifying client that buyer had issued NSF deposit cheque Failed to check for building permits Failed to provide accurate documentation to conveyancer Failed to provide cooperating brokerage with Property Disclosure Statement  Representative not liable in his capacity as builder Representative failed to advise client of change to offer Failed to check for building permits and knowingly passed on seller's misrepresentations  Representative had duty to know and disclose Misrepresented her experience and qualifications, fraudulent explanations to buyer  Representative didn't disclose salty well to buyer Representative didn't disclose water problems in crawl space to buyer Representative included unfinished loft on the Residential Data Input Form  Representative misrepresented the rentable area Representative failed to verify Property Disclosure Statement representations and to recommend home inspection
Noise	142, 264	
Nonfeasance	58	
<i>Norfolk v. Aikens</i>	See also Addendum 155 164 193 194 220 340 355	Clauses for exchange of undertakings by conveyancers Seller couldn't clear title, buyer's deposit returned, plus costs Seller sues for damages or specific performance Damages to seller who arranged for discharge of mortgage Seller's inability to clear title Seller unable to remove restrictive covenant Seller's inability to clear title a breach of contract, regardless of buyer's knowledge
Notice of Termination	See also Clause, notice of termination 4, 35, 60	
Notice to Vacate	144, 448	
Novation	See also Assignment 200	
Nuisance	112, 142, 169	
<i>Occupiers Liability Act</i>	109, 235, 367	
Odor	264	
Offer to purchase	See Contract of Purchase and Sale	
Operating expense	123, 278	

Option or offer	See also Contract of Purchase and Sale, option or offer 172 Wording in Multiple Listing Contract 173 No consideration, no option, seller could revoke 205 No binding contract until conditions removed, seller may terminate any time 209 Best efforts 331 Invalid exercise of option
Parking	109 Unsafe walkway to parked car 145 Mall's allocation of parking excludes brokerage representatives 180 Condo parking not limited common property 185 Methods of granting exclusive use by developer 249 Technical feasibility includes economic feasibility 253 Condo parking 284 Void 99-year lease to developer 325 <i>Strata Property Act</i> 350 No parking in easement 371 <i>Human Rights Code</i> , owner couldn't have dedicated parking stall for caregivers
<i>Partition of Property Act</i>	292, 395
Partnership	150
<i>Partnership Act</i>	16
Patent defect	See Latent and Patent Defect
<i>Patients Property Act</i>	318
Personal information	409, 418
<i>Personal Property Security Act</i>	266 Whether Act applies to commission trust 267 Commission trust; representative's registration of financing statement to establish priority over other creditors for payment of commission 303 Priority of representatives over secured creditors
Pests	335
Pets	204 Dog size strata bylaw unenforceable, reversed on appeal [see 285] 285 Strata bylaw limited dog size, reversed on appeal 325 Strata corp. bylaw 387 Pet with special needs: Who should bear cost?
Pipeline	28 Search would have revealed easements, representative and brokerage liable 35 Easement for pipeline, not water 41 Unregistered underground pipeline
Possession	4 Seller not liable for refusal of tenant to give up possession (clause) 101 Seller leased property after sales contract signed 104 Seller unable to deliver vacant possession 190 <i>Residential Tenancy Act</i> 220 Problem if same date as completion 448 <i>Land Title Act</i> allows lender's claim for possession priority over tenant's in a foreclosure
Power of attorney	318, 319, 320 <i>Representation Agreement Act</i> 326 Shell company, investors 354 Not all are accepted at Land Title Office
Presale	431

Price	1, 75, 279 Representative's duty to disclose all facts influencing price 18 Defaulting buyer forced seller to sell in a declining market, damages 29 Appraisal evidence accepted over real estate board's weekly statistical summary 111 Negligent representative liable for damages in falling market 116 Allocation for tax purposes to land, building and personal property 119 Drafting counter-offers and back-up offers 198 Purchase subject to sale of buyer's home, no obligation to accept fair market value less than buyer's asking price 216 Calculation of fair market value of bare land lease that restricted use 418 Representative liability in a hot market
Principal residence	42 Sale of part of acreage deemed principal residence and exempt from tax 96 What portion of acreage allowed exemption? 106 Scenarios to reduce Property Purchase Tax 107 Defined in <i>Property Purchase Tax Act</i> 131 Capital gain on subdividable land? 140 Not all transfers to related individuals are exempt 147 Rented one third for part of ownership, calculation to reduce capital gain 147 Seasonal residence may be a principal residence 147 Entire acreage exempt from capital gain 174 Amendments to <i>Property Purchase Tax Act</i>
Privacy	124
Professional standard, <i>Professional Standards Handbook</i>	See also Code of Ethics, Standards of Business Practice 17, 88, 435
Prohibition order	172
Property appraisal	See Appraisal
Property assessment	See Assessment

Property Disclosure Statement (includes Property Condition Disclosure Statement)	<p>134 Seller falsely or unknowingly warrants no UFFI, damages</p> <p>179, 252 Representative's duty to inspect and disclose all pertinent facts</p> <p>183 First buyer's right to sue developer for misrepresentation</p> <p>199 Representative not liable for seller's fraudulent misrepresentation</p> <p>199 "To the best of your knowledge" isn't an absolute warranty</p> <p>219 Unrepaired damage</p> <p>224 Responsibilities of buyer's brokerage</p> <p>230 In writing or not?</p> <p>238 Fraudulent misrepresentation</p> <p>242 Dry well</p> <p>253 Careful completion</p> <p>268 Delayed delivery by representative</p> <p>269 Developer didn't amend, material false statement</p> <p>281 Nondelivery by representative</p> <p>335 Doesn't apply to prior infestation</p> <p>344 Representations and Contract of Purchase and Sale para. 18</p> <p>351, 352 Developer of life lease housing</p> <p>364 Untruthful, damages to buyer</p> <p>379 Lack of required permits</p> <p>384 Latent or patent defect</p> <p>386 No obligation to disclose possible grow-op</p> <p>406 Not terms of the Contract of Purchase and Sale, but representations</p> <p>416 Full and honest answers to PDS questions</p> <p>430 Seller didn't disclose water problems in crawl space to buyer</p> <p>434 Seller's obligation to disclose latent defects rendering a property dangerous or unfit for habitation</p> <p>442 Seller didn't disclose unregistered encroachments; buyer incurs loss rectifying issue after purchasing property</p> <p>447 Negligent misrepresentation</p> <p>449 Property Disclosure Statement should disclose reports by engineers re state of building, repair costs and envelope analysis</p> <p>452 Buyers' due diligence to request Property Disclosure Statement</p>
<i>Property Law Act</i>	<p>238, 301, 373 s. 6: seller must have title in seller's name</p> <p>125 s. 19 (23): limitation of seller's liability to pay mortgage</p> <p>44 s. 20 (21): implied covenant by buyer who assumes mortgage, seller's continuing liability</p> <p>170 s. 27 (45): seller's responsibility to deliver registration</p> <p>11, 76, 197, 207, 246, 257, 280, 358, 375 s. 31 (35): modification or cancellation of an easement, restrictive covenant, land use covenant</p> <p>143, 273, 274, 291 s. 32 (36): encroaching buildings, pools and fences</p>
Property manager	<p>79 Liable for assault on tenant</p> <p>93 Knowingly collected illegal rents</p> <p>146 Not entitled to damages, not licensed in WA state</p> <p>159 Responsibility to obtain approval of owners for expenditures over \$500</p> <p>298 Comments concerning proposed <i>Strata Property Act</i> (1998)</p> <p>298 Can't be proxy holder</p> <p>386 Neither property manager or dual brokerage liable for failing to discover possible grow-op</p> <p>433 Limited dual agency, breach of fiduciary duty</p>

<i>Property Transfer Tax Act</i> (includes <i>Property Purchase Tax Act</i> )	104, 115 <i>Property Purchase Tax Act</i> amendments 106 Scenarios to reduce Property Purchase Tax 107 Definitions and exemptions 116 Allocation for tax purposes to land, building and personal property 140 Not all transfers to related individuals are exempt 174 Exemptions, amendments 201 Subdivision, exemption 237 No tax payable because value of land was zero 277 Restrictions on separate filings by multiple buyers 285 Exemption on consolidation and subdivision 368 Claim against representative in Small Claims Court failed 373 Seller must have title in seller's name
Prospectus	49 Developer failed to retain receipt for delivery of prospectus 80 Transition from prospectus to disclosure statement 83 Changes to <i>Real Estate Act</i> , part II
Provincial Sales Tax	98, 218
Proxy	124
<i>Quantum meruit</i>	73 Open listing, active energetic representative effective cause 185 No contract, representative used as gofer 396 Mortgage broker was careless, awarded <i>quantum meruit</i> payment
Radioactive waste	138
Railway	119
<i>Real Estate Act</i>	59 High standards expected of representative 80 Transition from prospectus to disclosure statement 83 Changes to <i>Real Estate Act</i> , part II
<i>Real Estate Act</i> s. 15 (16)	266, 303 Payment into trust
<i>Real Estate Act</i> s. 20 (31)	258 Power of Real Estate Council of BC to investigate
<i>Real Estate Act</i> s. 27 (37)	117 Inducing breach of contract
<i>Real Estate Act</i> s. 28 (38)	53, 207, 237, 238 Representative disclosure statement before personal purchase of property 232 Requirements for landlord and property manager
<i>Real Estate Act</i> s. 29 (39)	362, 369 Statements for proposed sale of business
<i>Real Estate Act</i> s. 30 (40)	78, 334, 364 Payment of compensation to unlicensed person
<i>Real Estate Act</i> s. 33 (43)	23, 372 Payment of compensation through brokerage
<i>Real Estate Act</i> s. 36 (46)	127 Prohibits commission based upon difference between listed and sale price 366 Representative's duty of disclosure
<i>Real Estate Act</i> s. 37 (47)	48, 241 Representative must be licensed to claim compensation
<i>Real Estate Act</i> s. 38 (48)	207 Contract void only against representative
<i>Real Estate Act</i> s. 46 (57)	54, 82, 154, 182, 205 Exclusive agency requirement
<i>Real Estate Act</i> s. 48 (59)	135, 166, 266 Stakeholder provisions 269 Director personally liable for material false disclosure statement
<i>Real Estate Act</i> s. 50 (64)	49 Prospectus 225 Licence required to sell subdivided land
<i>Real Estate Act</i> s. 56 (72)	171, 269 Filing amendment to disclosure statement
<i>Real Estate Act</i> s. 59 (75)	183 First buyer's right to sue developer for misrepresentation
Real estate board	88

Real estate company	23 28 34 34 86	100% house is landlord, not employer Company and representative liable for failure to search title for encumbrances Brokerage not entitled to withhold commission from departing representative Commission split issue and whether departed representative entitled to bonus Claim for commission by former representative
Real Estate Council of BC	258, 433	
<i>Real Estate Development Marketing Act (REDMA)</i>	431, 436	
<i>Real Estate Services Act (RESA)</i>	383, 402, 404, 433	
Recreational property	107 212 255 309 140	Defined under <i>Property Purchase Tax Act</i> US tax implications Illegal lease Bare land strata Not all transfers to related individuals are exempt
Redemption date	182	
Registrar of Land Titles	See Land title	
Relocation	25 156 168 249	Commission disallowed as moving expense deduction in this case Mortgage buy-down a valid moving expense Mortgage interest differential payment wasn't taxable benefit Waived commission as moving expense
Renewal clause	See Clause, renewal	
Rental	6 79 93 96 104 186  201 247 255 341 351, 352 408 433 441	Rental increase tied to cost-of-living formula Assault on tenant, property manager liable Assignment of lease can't be unreasonably withheld Entire house was principal residence Seller leased property after offer was accepted, tenant refused to leave Landlord unreasonably withheld consent to assignment of tenant's pad lease  Unfair clause allocating rents between buyer and seller Chattels or fixtures, a test Lease of unsubdivided part of a larger parcel is illegal Rental pool agreement, no termination date Life lease, seniors <i>Land Title Act</i> , s. 73: easements that violate s. 73 are valid between parties Pending contract completion, seller required to fill tenant vacancies and inform the buyer about offers to lease Renegotiate the lease because property's actual rentable area not as promised during negotiations
Rental, Aboriginal land	328, 329	Development and sale by lease of reserve land
Rental, agreement to lease	85	Void for uncertainty
Rental, assessment	103	100% residential rental strata lots apartments
Rental, bare land lease	216 361	Impact of restricted use upon renegotiation of rent Determination of rent
Rental, brokerage	23	100% house is landlord, not employer
Rental, chattels	98	Municipality can seize tenant's chattels if landlord doesn't pay tenant's share of municipal tax
Rental, commercial property	433	Limited dual agency, breach of fiduciary duty
Rental, criminal act	205	Tenant deliberately demolishes or removes

Rental, damages	18 65 75 101 350	Failure to rent seller's vacant home reduced damages claimed against defaulting buyer Did tenant intend to bind himself personally? Representative with long listing period failed to upgrade prices of 99-year lease in rising market Seller leased property after sales contract signed, buyer entitled to damages Fire before completion, how to minimize litigation
Rental, disclosure statement	436	
Rental, foreclosure	448	Property cannot be rented to residential tenant to survive foreclosure
Rental, grow-op	386	Neither property manager or dual brokerage liable for failing to discover possible grow-op
Rental, <i>Human Rights Act</i> , Human Rights Code	144 210, 211, 234, 259 270 292	Prohibition against children Adult-only building Age restriction in a strata corp. restrictive covenant Assistance dog for elderly deaf person
Rental, <i>Land Title Act</i>	32	Lease of unsubdivided part of a larger parcel illegal
Rental, landlord and tenant	85 108 190 216 250 333	Landlord entitled to deposit because tenant failed to obtain landlord's standard form lease Tenant has all day to vacate premises Letter agreement to lease valid despite lack of formal lease parties agreed to provide Landlord's right to cancel lease on change of control of corporate tenant (shareholders) Landlord can't avoid contract by requiring his lawyer to act in bad faith Seller covenanted "present actual knowledge" all rents in good standing
Rental, <i>Occupiers Liability Act</i>	109, 235	Landlord's liability for injury or death on leased premises
Rental, parking space	185, 284	Validity of 99-year leases
Rental, Property Condition Disclosure Statement	179 281	Duties of representatives Owner concealed fact that notice to tenant to vacate was for septic problem
Rental, <i>Property Purchase Tax Act</i>	107	Disposition by lease may be taxable
Rental, <i>Real Estate Act</i>	83 232	Changes to Real Estate Act, part II Property manager must disclose agency relationship to prospective tenants
Rental, renewal lease	5 146 278	Tenant's obligation to pay rent "duly and regularly" didn't mean "punctually" To fix date when renewal rent commenced No renewal agreement, tenant bound by original lease
Rental, <i>Residential Tenancy Act</i>	4 60 93 149 186 190 190 204 225	Owner faces potential loss of revenue if tenant vacates early, after notice given at request of buyer Manufactured home, landlord couldn't force tenant to use landlord's listing brokerage Landlord and tenant must agree at beginning of fixed-term lease that it will terminate at end of term Implied representation that rents were lawful Landlord's refusal to consent to assignment of pad lease, unreasonable Amendment limiting assignment or entering into lease greater than 20 years Landlord's notice of intention to renovate Review of amendments to Act (1993) 15-day period for landlord to claim damage deposit or lose it

Rental, shopping mall	145 305 345	Reservation of parking to one tenant to the disadvantage of another Enforceable restrictions on tenant's use Injunction to prevent landlord from demolishing mall
Rental, <i>Strata Property Act</i>	297, 298, 324, 436	Changes affecting rental
Rental, sublease	98	Can seize sublessee's chattels to recover landlord's unpaid tax
Rental, water licence	87	New owner liable for previous owner's rental arrears
Rent charge	357	
Repairs	272, 374	
Representation agreement	See also Power of attorney 318, 319, 320	
Reserve land	See Aboriginal land	
<i>Residential Tenancy Act</i>	4 35 60 93 109, 235 186  190 190 204 351	Notice of termination by seller for buyer Notice to tenant to vacate premises to be partly used by owner's family s. 4, s. 12: arbitration Expiration of fixed-term lease Landlord's liability for injury or death on leased premises s. 12: landlord unreasonably withheld consent to assignment of tenant's pad lease Long-term lease Notice of intention to renovate Review of amendments to Act (1993) Does not apply to life lease
Restrictive covenant	See also Building scheme, Contract of Purchase and Sale, Easement, <i>Human Rights Act</i> , <i>Human Rights Code</i> 76 317 197 239 240 267 270 340	Limiting subdivision Contract of Purchase and Sale, para. 1 (9) Modification or cancellation Seller unable to clear title When not enforced Failure to remove Age restriction imposed by municipality Seller unable to remove restrictive covenant before closing
Revenue Canada	See Canada Revenue Agency	
Right of way	27 41 192 206 317, 355	May not be revealed in land title search Some municipalities not registering Grant of easement carries rights Versus owner's right to use of land Contract of Purchase and Sale, para. 1 (9)
Risk clause	See Clause, risk	
Road	41 158 195 196 264	Some municipalities not registering rights of way Undedicated access road over neighbour's property Subdivision dependent on road access, seller's cooperation Reduced size of property, representative's negligent measurement Not a latent or patent defect
Roof	199, 364, 374	
Rooming house	222	
Rural property	42  96 107	Sale of part of acreage deemed principal residence and exempt from tax  Is farm taxable capital gain or principal residence exemption? Definitions under <i>Property Purchase Tax Act</i>

Safety	44 Wood stoves and insurance 79 Assault on tenant, property manager liable 109, 235 Landlord's liability for injury or death on leased premises 192 Grant of easement carries rights 367 <i>Occupiers Liability Act</i> 379 Undisclosed structural deficiencies and building code violations 396 Stop-work orders, injunction
Sale by owner	See For Sale by Owner
Seat belt	67
Secondary suite	253
Security deposit	204
Security system	81, 393
Senior citizens	91, 351, 352
Septic and sewage systems	230 Septic: owners were truthful 341 Sewage system: strata corp. not expected to insure all owner's losses 364 Septic: Property Disclosure Statement was untruthful 368 Seller and buyer not aware of septic system
Sexual orientation	394
Shares, shareholder(s)	See also Company, Director 16 Articles of company limit commission on share sale between shareholders 51 As guarantors for limited company 154 Need agreement in writing of all shareholders 205, 314 Sale of shares, not property 207 Company not entitled to benefit from representative's breach 216 Landlord's consent for change of control of tenant company 225 Failure to sign as director, personally liable 241 100% share ownership within definition of real estate for commission purposes 258 Brokerage owners sold their second business, complaint to Real Estate Council of BC 269 Director of developer company personally liable for material false disclosure statement 312 GST payable by shareholder/buyer, not company 354 Share purchase agreement
Shopping mall	9 Expansion, developer failed to use best efforts to assemble land 11 Couldn't open earlier, injury to downtown merchants 145 Allocation of parking to one tenant 305 Strata, competing use bylaw lawful, fines bylaw unenforceable 345 Injunction to prevent landlord from demolishing mall
Sidewalk	108
Signature	61 Director may be personally liable if signing a company cheque 135 Return of deposit requires signed release from other party 347 Directors signed contract, but didn't sign as personal guarantors, not liable 450 Validity of electronic signatures
Skylight	132

Small Claims Court	208 275 279  368 369 372 391 395 396 396	Commission earned Claims for commission Representative didn't disclose fact that property could be sold for a higher price  Three cases of breach of duty Claims of negligent misrepresentation Representative's documentation List-back agreement, but developer sold lots directly Losing claimants pay costs Mortgage broker's exclusive contract unenforceable Arrest of debtor ordered
<i>Social Services Tax Act</i>	98, 116	
<i>Society Act</i>	88, 145	
Soil contamination	138, 139, 434	
Special levy	272 298	Priority of strata corp.'s special levies over other creditors or liens Comments concerning proposed <i>Strata Property Act</i> (1998)
Special meeting, special resolution	145 211 230 272 298 304 310 332	Spoiled votes and calculating percentage of affirmative votes Strata corp. failed to give notice of amendment to amendment Notice of meeting slipped under doors of strata units, acceptable Foreclosing mortgagee could have voted Comments concerning proposed <i>Strata Property Act</i> (1998) Owner could have but didn't request special meeting re cost overrun Special assessment passed by ordinary resolution To create sections
Specific performance, granted	9 17 30 36 63 108 141 166 176 193 195 200  214 215 237  302 308 413	Developer failed to use best efforts Failure to give notice, contract becomes binding Representative acting without express authority binds seller Seller not in breach to deliver clear title Subject to clause didn't create an option, contract binding upon seller Developer contributed to nonfulfillment of condition Binding effect of an oral waiver Brokerage, not seller, to receive deposit Dispute about adjustments <i>Norfolk v. Aikens</i> standard does not apply in claim for deposit only Seller obliged to co-operate with buyer to subdivide lot Changes to remove uncertainty weren't evidence of collapse of first offer  Buyer wanted 50% holdback on purchase of property from nonresident Buyer's refusal to negotiate was a breach of contract Representative's disclosure was substantially in compliance with <i>Real Estate Act</i>  "Time is of the essence" Conditions, enforceable contract Seller's representative was notified in time about the subject removals

Specific performance, not granted	2 8 13 29 85 100 101 137 163  189 203  207 220 250  340 350 382 397	Payment to brokerage, not seller Late payment into trust, damages only Agreement to sell was invalid Representative breached duty to owner whose property he bought No lease form attached, void for uncertainty Uncertain and unenforceable Sellers in breach of contract Oral revocation of counter-offer is valid Seller free to revoke acceptance before receiving notice of buyer's removal or waiver of conditions  Buyer substituted nominee company as buyer of property Representative's breach of duty to disclose family relationship with buyer  Contract not enforceable Court not prepared to enforce illegal contract Buyer's lawyer concluded offer created unenforceable contract; acted in good faith  Unable to remove restrictive covenant from title Both parties failed to act in good faith Contract to enter contract unenforceable Seller entitled to refuse third-party uncertified deposit cheque
Standards of Business Practices	See also Code of Ethics, Professional Standards 153, 244, 363, 435	
State of Title Certificate	28	
Statistics Canada	6, 41, 44	
<i>Statute of Limitations</i>	313	
Stigmatized property	192	
Storage	183	
Stove	See also Wood stove 260	
Strata bylaw	188 Prohibition against changes to exterior, shed not forbidden 204 Dog size unenforceable, reversed on appeal [see 285] 210, 211 To maintain "adult only" 285 Strata bylaw limited dog size, reversed on appeal 316 Rental limitation, fines cancelled 324 Maximum fines 353 Owner failed to show rental bylaw caused hardship 385 Preventing hardwood flooring 436 Rental restrictions	
Strata corporation	79 May be liable for failure to investigate safety issues 98 Common property can be sold without notice to mortgagee 142 Injunction to restrain noise and vibration 159 <i>Condominium Act</i> s.49 requirements for payments over \$500 205 Strata council resolution invalid because absent member voted by proxy 223 Lawsuits and arbitration, owners' consent and notice requirement 223 Information to be provided by strata corp. to intending buyer 230 Notice of meetings 236 Strata owner's duty to strata corp. and prospective buyers to maintain property  272 Priority of strata corp.'s special levies over other creditors or liens 316 Can't unreasonably refuse exemption 417 Conflict of interest and standard of care of council members 436 Rental restriction bylaws 451 Strata corporation must obtain depreciation reports periodically unless exempted	

Strata property	<p>See also Condominium, Leaky condominium</p> <p>142 Noise and vibration</p> <p>157 Mistaken area measurement discovered after closing; damages</p> <p>171 Disclosure statement (<i>Real Estate Act</i>): statutory right to rescission does not apply to amendment</p> <p>180 Parking stalls not limited common property</p> <p>185 Parking: methods of granting exclusive use by developer</p> <p>187 Damages against developer for failing to deliver exclusive use of two parking stalls</p> <p>226 Leaky condo: implied warranty if building incomplete at time of purchase</p> <p>252 Leaky condo</p> <p>297, 298 Comments concerning proposed <i>Strata Property Act</i> (1998)</p> <p>324, 325 Regulations, some features</p> <p>328, 329, 330 Aboriginal land development and sale</p> <p>332 Sections not created, all owners pay for repairs to one building</p> <p>333 Why special resolution failed despite majority vote</p> <p>336 Buyer had full disclosure of leaky condo problem but removed condition [<i>caveat emptor</i>, see 368, 369]</p> <p>341 Strata corp. not expected to insure all owners' losses</p> <p>351, 352 Life lease, housing for seniors</p> <p>370 Costly arbitration of minor dispute between strata corp. and owner</p> <p>371 Bylaws and <i>Human Rights Code</i> issue</p> <p>374 Bylaws restricting hardwood floor</p> <p>392 Creation of sections under <i>Strata Property Act</i></p> <p>392 Strata council in conflict of interest</p> <p>393 Intercom and disabled owner</p> <p>399 Hardship and creation of sections under <i>Strata Property Act</i></p> <p>400 Strata council sued personally by some owners</p> <p>400 Equal payment of common expenses not significantly unfair</p> <p>431 Buyer did not receive all amendments to the disclosure statement</p> <p>436 Rental restriction bylaws</p> <p>449 Property Disclosure Statement should disclose reports by engineers re state of building, repair costs and envelope analysis</p> <p>451 BC government implemented strata requirement changes to depreciation reports and the contingency reserve fund</p>
<i>Strata Property Act</i>	<p>See also <i>Condominium Act</i></p> <p>324, 325 Regulations, some features</p> <p>332 Creation of sections to apportion expenses</p> <p>353 Provides for relief of a significantly unfair action of strata council</p> <p>368 Buyer failed to assess leaky condo information</p> <p>399 Hardship and creation of sections under <i>Strata Property Act</i></p> <p>436 Rental disclosure statement</p>
<i>Strata Property Amendment Act</i>	436 Rental restriction bylaws
<i>Streamside Protection Regulation</i>	337 , 338, 370

Subdivision	32 76 80 115 138 143 185 195 197 201 215 229 237 240 255 257 273, 274 285 287, 288 301, 302 338 408	Lease of unsubdivided part of a larger parcel illegal Restrictive covenant limiting subdivision Strata Building Scheme registered against lots Tax exemptions under <i>Property Purchase Tax Act</i> Contaminated soil <i>Property Law Act</i> s. 32 (36), encroaching buildings, pools and fences Subdivision and lease of parking stalls Seller of unsubdivided lot must cooperate with buyer to subdivide lot Building scheme, modification of a restrictive covenant <i>Property Purchase Tax Act</i> , exemption Closing and subdivision plan registration Discriminatory building scheme Property Transfer Tax Restrictive covenant limiting tree height Lease of unsubdivided part of a larger parcel is illegal <i>Property Law Act</i> , easement <i>Property Law Act</i> s. 32 (36): encroachment Property Transfer Tax exemption <i>Heritage Conservation Act</i> Closing and plan registration <i>Streamside Protection Regulation</i> <i>Land Title Act</i> , s. 73: leases that violate s. 73 are valid between parties
Subdivision, building scheme	248 308	Strata corp. attempted restructuring to avoid obtaining municipal approval Developer to approve plan, conflict of interest?
Subdivision, Contract of Purchase and Sale	30 108 198	Representative's authority to bind seller Developer contributed to nonfulfillment of conditions Restrictive covenant
Subdivision, <i>Real Estate Act</i>	49 53 83 225	Prospectus Failure of representative to properly use disclosure statement Prospectus or disclosure statement Licence required to sell subdivided land
Superintendent of Real Estate	23, 53, 80, 83, 436	
Survey	136 196 283 389	Survey certificates and <i>Competition Act</i> Property was smaller than representative's negligent measurement Four years after sale, survey showed serious encroachment Top 10 suggestions for <i>Legally Speaking</i>
Swimming pool	11 28 143	Cancelled easement Buyer couldn't build pool because of easement, contract unenforceable <i>Property Law Act</i> s.32 (36): encroachment
Take-back mortgage	See Mortgage, take-back	
Tax exemption	42, 277	
Tax Review Board	See Canada Revenue Agency	
Tenant	See Rental	
Termites	129, 335	
Time clause	See Clause, time	
Title insurance	See Insurance, title	
Torrens System of Land Registration	See also Land title, <i>Land Title Act</i> , Land Title Office 270 301 323	Notice to third parties Seller must have title in seller's name Title insurance

Trees	112 124 173 173 183 381	Natural use of property or nuisance and damages Damages awarded for cut trees Owner liable for fallen tree even though no apparent or latent defects Neighbour cut down owner's trees, damages and punitive damages Shared tree, neighbour awarded damages when tree died Owner's duty to inspect for hazard
Trespass	124 173 206	Damages awarded for cut trees Neighbour cut down owner's trees, damages and punitive damages Damages to neighbor
Trust	107 237 282 312	<i>Property Purchase Tax Act</i> No tax payable because value of land was zero <i>Builders Lien Act</i> , 10% holdback of purchase price Director's breach of statutory trust
Trust, commission trust	266 272 288 303 402	Between independent contractor and bankrupt brokerage Commission trust protects commission upon brokerage's bankruptcy And <i>Personal Property Security Act</i> Claim for commission from insolvent brokerage Creation of commission trust
Trust, deposit	8	"Time is of the essence" does not apply to payment into trust
Trustee	45 102 115 174	Sham lawyer absconds with commission cheque Rights of bare trustee vest only upon death Exemptions under <i>Property Purchase Tax Act</i> <i>Property Purchase Tax Act</i> , transfer to trustee on death
Underground oil storage tank (UST)	434, 445	
Urea Formaldehyde Foam Insulation (UFFI)	134 175 278	Seller falsely or unknowingly warrants no UFFI, damages Buyer relied on no UFFI warranty, damages Chain of sellers gave UFFI warranty
Utility	160	
Vacant lot	66 76 184 187	Bylaw prevented deposit of fill Restrictive covenant was obsolete and should be cancelled Does sale attract GST? Buyer couldn't build on lot, representative liable for negligent misrepresentation
Vacuum	260, 377	
<i>Veterans Land Act</i>	13, 104, 107	
View	239 240 375 378	Restrictive covenant that limited size and location of buildings represented a serious defect Restrictive covenant for tree height, two cases Owner to remove or modify structure to comply with building scheme Two cases
Warehouse	183	

Warranty	See also Clause, warranty 8 Seller entitled to damages if a condition or warranty is breached 14 Mortgage broker deemed in breach of warranty following negligent appraisal by employee 134 Seller falsely or unknowingly warrants no UFFI, damages 157 Seller gives warranty about area of property 160 Clause didn't create a warranty 175 UFFI, damages 226 Implied warranty for incomplete new house 278 Chain of sellers gave UFFI warranty 289 Regarding property size, two cases, different results 296 House incomplete at time of sale, implied warranty 322 Title insurance 354 In a share purchase agreement 406 Property Disclosure Statement not terms of the Contract of Purchase and Sale, but representations
Waste Management Branch	139
<i>Water Act</i>	41, 87, 390
Water licence, supply	87, 246, 390
<i>Water Protection Act</i>	246
Water system	286
Well	35 Easement for pipeline, not water 242 Property Disclosure Statement and representative's liability 283 Seller knowingly exaggerated well capacity, ordered to repay purchaser 286 Inspector's duties 388 Representative didn't disclose salty well to buyer
Whim or fancy	163 Examples 175 Subject to buyer's satisfaction, not whim or fancy 205 No binding contract until conditions removed, seller may terminate any time 209 Best efforts 333 Whim or fancy clause, contract not enforceable 410 Subject conditions too broad
Will, <i>Wills Variation Act</i>	67
Window	305
Wood stove	See also Stove 41, 44, 81
<i>Workers Compensation Act</i>	342

Zoning	<p>See also Municipal bylaw, Municipality</p> <p>57 Subject to rezoning clause: option or offer?</p> <p>96 Entire acreage as principal residence</p> <p>131 Prevented subdividing, capital gain on sale of principal residence?</p> <p>139 No rezoning unless property not contaminated</p> <p>209 Bylaw restriction not an undisclosed easement [see also 187]</p> <p>222 Zoning didn't permit use, representative liable</p> <p>253 Secondary suite</p> <p>255 Illegal lease of unsubdivided land</p> <p>280 Impact of <i>Highways Act</i> on municipal bylaw</p> <p>304 Public input changed zoning; buyer entitled to return of installment</p> <p>321 Title insurance</p> <p>328 <i>Indian Act</i> restrictions</p> <p>335 May restrict rentals in residential area (Whistler)</p> <p>337 <i>Streamside Protection Regulation</i></p> <p>353 Zoning bylaws and building scheme</p> <p>380 Representative had duty to know and disclose</p> <p>398 Buyer's failure to act expeditiously</p>
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