

# Safety and Manufactured Homes – Pilot Project

## Contract Clauses

### **Electrical Variance Order Pilot Project – Contract of Purchase and Sale Clause** ***CPS Residential***

The Seller has advised the Buyer that the manufactured home on the Property (the “**Unit**”): (i) has had unpermitted electrical work done to it; and/or (ii) does not have a known or visible safety certification label (in each case, the “**Non-Compliances**”). In anticipation of the sale of the Unit, the Seller has obtained a variance order from Technical Safety BC (Variance # \_\_\_\_\_) (the “**Variance Order**”), whereby the Seller has agreed to correct such Non-Compliances on or before the completion of the sale of the Unit and, upon the Non-Compliances being corrected in accordance with the Variance Order, a new BC Electrical Certification Number (a “**New Certification Number**”) will be issued for the Unit.

The Seller covenants and agrees with the Buyer that it will, at the seller’s cost, use commercially reasonable efforts to complete (or cause to be completed) all work required by the Variance Order to correct the Non-Compliances so that a New Certification Number will be issued for the Unit.

**[SELLER CONDITION]** Subject to, on or before [\_\_\_\_\_ **[Condition Deadline]**], the Seller giving written notice to the Buyer that: (a) all work required by the Variance Order to correct the Non-Compliances has been completed by a certified electrical contractor and inspected and approved in accordance with the Variance Order; and (b) a New Certification Number has been issued for the Unit. This subject is for the sole benefit of the Seller.

**[BUYER CONDITION]** Subject to, on or before [\_\_\_\_\_ **[Condition Deadline]** / the **Completion Date]** **[NTD: pick one]**, the Seller delivering to the Buyer evidence that a New Certification Number has been issued for the Unit. This subject is for the sole benefit of the Buyer.

**Electrical Variance Order Pilot Project – Contract of Purchase and Sale Clause**  
***CPS Manufactured Home on Rental Site***

The Seller has advised the Buyer that the Unit: (i) has had unpermitted electrical work done to it; and/or (ii) does not have a known or visible safety certification label (in each case, the “**Non-compliances**”). In anticipation of the sale of the Unit, the Seller has obtained a variance order from Technical Safety BC (Variance # \_\_\_\_\_) (the “**Variance Order**”), whereby the Seller has agreed to correct such Non-Compliances on or before the completion of the sale of the Unit and, upon the Non-Compliances being corrected in accordance with the Variance Order, a new BC Electrical Certification Number (a “**New Certification Number**”) will be issued for the Unit.

The Seller covenants and agrees with the Buyer that it will, at the seller’s cost, use commercially reasonable efforts to complete (or cause to be completed) all work required by the Variance Order to correct the Non-Compliances so that a New Certification Number will be issued for the Unit.

Upon such New Certification Number being issued for the Unit, the Buyer and the Seller agree that such New Certification Number will be deemed to be the “CSA or BC Electric No.” for the Unit set out on page 1 of this Contract.

**[SELLER CONDITION]** Subject to, on or before [\_\_\_\_\_ **[Condition Deadline]**], the Seller giving written notice to the Buyer that: (a) all work required by the Variance Order to correct the Non-Compliances has been completed by a certified electrical contractor and inspected and approved in accordance with the Variance Order; and (b) a New Certification Number has been issued for the Unit. This subject is for the sole benefit of the Seller.

**[BUYER CONDITION]** Subject to, on or before [\_\_\_\_\_ **[Condition Deadline] / the Completion Date**] **[NTD: pick one]**, the Seller delivering to the Buyer evidence that a New Certification Number has been issued for the Unit. This subject is for the sole benefit of the Buyer.