

***Legally Speaking* Keyword Index**
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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, 350 437 453	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 If buyer fails to complete, deposit is forfeited to seller without proof of 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	94 111 118 187 388 256	Failure to add inspection clause Negligent preparation of an offer Same-day removal of two conditional offers To know municipal bylaws To disclose salty well to buyer 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 59 238 410 425	Representative failed to properly use disclosure statement Misrepresentation of <i>Lord's Day Act</i> Only one joint owner signed contract Subject conditions too broad 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, Deposit, Section 12	453 Amended to read "the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller," if failing to complete 462 If buyer fails to complete transaction, deposit is forfeited, whether or not seller has suffered damages
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	<p>10 Seller, buyer and conveyancers must make themselves available at completion</p> <p>36 Waiting until all conditions have been removed</p> <p>45 Sham lawyer absconds with commission cheque</p> <p>155 Clauses for exchange of undertakings by conveyancers</p> <p>164 <i>Pre-Norfolk v. Aikens</i></p> <p>170 Seller's responsibility to prepare transfer documents</p> <p>172 Buyer's responsibility to prepare transfer documents</p> <p>176 Closing but reserving right to sue for adjustments</p> <p>256 Negligent conveyancer failed to recognize ambiguities in documents</p> <p>330 Aboriginal land development and sale</p>
Counter-offer	<p>See also Contract of Purchase and Sale, counter-offer</p> <p>137 Revocation can be given verbally or in writing</p> <p>202 Seller's actions evidence of acceptance of counter-offer</p> <p>222 Seller hadn't received notice of acceptance</p> <p>331 Confirmation addendum or discussion with seller, not counter-offer</p> <p>362 Representative failed to advise client of change to offer</p> <p>363 Who is obliged to advise of amendments?</p>
Courier	12
<i>Court Order Enforcement Act</i>	92
Court-ordered sale	<p>See also Commission, court-ordered sale and foreclosure action; Foreclosure</p> <p>80, 82, 448</p>
Creditor	102, 422
Crematorium	223
<i>Criminal Code</i>	<p>205 Tenant deliberately demolishes or removes</p> <p>206 TrespassS</p> <p>209 Interest rate</p> <p>239 s.347: bonus was criminal rate of interest</p> <p>243 s.347: interest rate</p> <p>257 s.362: obtaining credit by false representation</p>
<i>Crown Land</i>	<p>457 Licensee must investigate lease for buyer/seller with a leasehold interest in a provincial crown lease</p> <p>471 First Nation must prove "sufficient occupation" of land at time of European settlement to claim Aboriginal title</p> <p>479 Risks associated with non-compliant docks and waterfront structures</p>
<i>Crown Land Administration Division (CLAD)</i>	457 CLAD requires original lease document to process transfer

Damages	12 64 160 169 186 206 235 252 278 295 313 335 345 364 394	Consequences of late courier delivery For breach of contract, avoided or reduced No damages, clause didn't create a warranty To property from a neighbour's action Innocent misrepresentation, no damages to seller For neighbour's trespass Landlord's liability for injury or death on leased premises Strata council not liable for water damage To a chain of buyers for UFFI Claims on defaulting buyer for loss on sale, lost investment income and mortgage interest Leaky condo, suit lost because of Statute of Limitations Bad condo design, purchase price repaid To mortgagee for appraiser's negligent appraisal Paid by volunteer who neglected to perform volunteer act To disabled person, <i>Human Rights Code</i> , s.8
Damages against developer	263 269 422	For mental distress For material false disclosure statement Oppression remedy for payment of commission
Damages, denied or dismissed	63 146 180 196 388 440	Clause was a condition precedent, not option Property manager not entitled to damages, not licensed in WA state Interference with contractual relations, denied Denied despite representative's negligent measurement Buyer failed to prove damages 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	Relied on negligent advice from representative
	66	Disclose not only known defects, but those that are reasonably discoverable by representative
	101	Seller leased property after sales contract signed
	105	From appraiser for failure to notice land area less than shown on assessor's rolls
	114	On CMHC's perfunctory inspection
	129	Representative's failure to inspect for known termite problem and owner's failure to disclose
	132	For incomplete or deficient work, and for stress
	134	Seller falsely or unknowingly warrants no UFFI, damages
	137	Punitive damages for removal of garden
	138	From representative for premature removal of conditions and from sellers for failure to disclose latent defect
	141	Damages to buyer one and to seller from buyer two
	149	Of apartment building for misrepresentation of rents as lawful
	152	Seller's fraudulent misrepresentation
	157	Seller's misrepresentation of condo measurements
	175	Seller warranted no UFFI
	187	Against developer for failing to deliver exclusive use of two parking stalls
	202	Seller's actions evidence of acceptance of counter-offer
	220	For delay of possession
	233	From seller, brokerage and representative for failure to disclose potential heritage designation
	234	Representative liable for error in GST applicability
	238	For failed septic system
	242	Seller and brokerage liable for dry well
	252	Representative was party to seller's misrepresentation
	256	Failed to provide accurate documentation, conveyancer also liable
	281	From owner for deception
	286	Paid by health authorities, developer, engineer, real estate company and regional district building inspector
	336	Breach of fiduciary duty
	362	For representative's failure to notice handwritten change of conditional clause in counter-offer
	364	Property Disclosure Statement was untruthful
	366	Undisclosed dual agency relationship
	370	For seller's breach of <i>Streamside Protection Regulation</i>
	374	Seller didn't patch roof
	379	For undisclosed structural deficiencies and building code violations
	382	For negligent and fraudulent misrepresentations of new representative
	384	Negligent home inspection
	387	For undisclosed latent defect (endangered species site)
	388	Representative didn't disclose salty well to buyer
	411	Up to the buyer, not the representative, to decide whether

Damages to developer	208	Representative failed to meet obligation to unconditionally cancel listing
	217	For representative's failure to clarify MLS® cancellation form
	254	For representative's misrepresentations in sales brochure
	326	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	Owner liable for fallen tree even though no apparent or latent defects
	183	When shared tree died
Damages to new immigrants	243	Who relied on project manager who breached duty to them
Damages to owner	124	Neighbour cut down trees
	173	Neighbour cut down owner's trees, damages and punitive damages
	183	To compensate for sale of stored goods to recover rent arrears
Damages to representative	62	Seller failed to refer inquiries from buyers during listing
	162	Seller had a duty to refer inquiries to representative
	185	No contract, representative used as gofer receives <i>quantum meruit</i> payment
	213	For defamation
	245	For false accusation of fraudulent misrepresentation

Damages to seller	1	Representative and brokerage liable for not disclosing all facts
	18	Defaulting buyer forced seller to sell in a declining market
	26	Buyers failed to close, damages for mental anxiety
	26	Against buyer's lawyer for breach of duty
	28	Real estate company and representative liable for failure to search title for encumbrances
	49	Unenforceable interim agreement
	52	Innocent party, defendant wife to bear loss, not seller
	66	Representative ordered to compensate seller for all costs, disclosure issue
	75	Representative failed to obtain highest price
	94	Representative failed to insert conditions in offer
	111	For negligent preparation of an offer
	117	For representative's breach of duty
	118	Same-day removal of two conditional offers
	135	Brokerage ignored rights of seller in returning deposit
	141	Damages to seller and buyer one from buyer two
	150	Representative and partners jointly and severally liable for representative's failure to disclose his interest
	176	Awarded for stress
	194	Who arranged for discharge of mortgage (<i>Norfolk v. Aikens</i>)
	199	"To the best of your knowledge" isn't an absolute warranty
	215	Buyer's inaction in the face of extensions kept the contract in force
	215	Buyer's refusal to negotiate new completion date
	221	Deceitful scheme to get favoured lot by offering to buy it and adjoining lot and defaulting on latter
	246	When buyer ignored new completion date
	279	Representative didn't disclose fact that property could be sold for a higher price
	380	From brokerage who didn't disclose potential landfill site nearby
	398	Buyer failed to act expeditiously
	189	In the amount of commission withheld by selling brokerage
437	Amount forfeited to the sellers would be the amount paid by the defaulting buyer on account of damages	
445	Buyer's conduct waived remediation clause, ordered to pay damages for breach of contract; seller entitled to deposit	
453, 462	If buyer fails to complete, deposit is forfeited to seller without proof of damages	
Damages to strata corp.	236	For investor's failure to maintain property

Damages to tenant	79	From property manager for employee's assault upon tenant
	93	Landlord's consent to an assignment was unreasonably withheld
Death	67	Probate and sale of real estate
	96	Taxable capital gain on farm as principal residence
	102	Rights of bare trustee vest only upon death
	174	<i>Property Purchase Tax Act</i> , transfer to trustee on death
	253	Does not frustrate a contract
Defamation	213	
Deposit	161	Small deposit a sham to avoid commission
	254	Timing of consent to release part of deposit in excess of commission
Deposit, brokerage	2	Wording that may limit brokerage's right to receive increased deposit
	135	Brokerage ignored rights of seller in returning deposit
Deposit, buyer not entitled	8	Late payment of deposit didn't give seller right to repudiate
	463	Developer's condition not a true condition precedent
Deposit, developer	269	Made major changes to plan, not entitled to deposit
	290	Developer made major changes but buyer who delayed objection lost deposit
Deposit, forfeiture	453, 462	If buyer fails to complete, deposit is forfeited to seller without proof of damages
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	Nonrefundable wording may create uncertainty in conditional offer
	437 462	Nonrefundable wording will give the seller an absolute right to the unpaid deposit upon a buyer's default
Deposit, relief from forfeiture	43	Delay in funding prevented closing, seller profited by resale, deposit a penalty
	166	Insufficient funds to close, seller sold at a huge profit
	171	Was the deposit a genuine estimate of damages or a penalty?

Deposit, seller entitled	43	Buyer failed to use best efforts
	43	Buyer stopped payment on deposit cheque
	43	Buyer agreed to pay deferred deposit, repudiated contract
	49	Developer failed to retain receipt for delivery of prospectus
	90	Buyer unable to complete, brokerage tried to retain deposit against commission
	189	Buyer substituted nominee company
	193	Both parties defaulted, but buyer's lawyer failed to meet at Land Title Office with seller's lawyer
	202	Buyer failed to act in good faith
	243	Omitted term in mortgage concerning payment dates, not uncertain
	333	Buyer's hidden reason for not removing condition
	398	Buyer failed to act expeditiously to remove condition
	401	Parties had agreed that deposit would be forfeited on buyer's default
	412	Buyer was late in paying deposit; developer kept it and cancelled contract
	440	Seller precipitously sold property below fair market value to new buyer, entitled deposit only after suing defaulting original buyer for damages
463	Buyer unable to complete; developer's condition not a true condition precedent	

Deposit, seller not entitled	<p>110 “Satisfactory personal financing” certain or uncertain</p> <p>164 Seller misrepresented interest rate in mortgage to be assumed by buyer</p> <p>164 Seller couldn’t clear title</p> <p>166 Deposit in brokerage’s hands before closing, seller repudiated contract</p> <p>170 Seller’s responsibility to prepare transfer documents</p> <p>175 Buyer used best efforts in declining to remove inspection condition</p> <p>186 Listing brokerage’s innocent misrepresentation, by omission, of effect of setback bylaw</p> <p>188 Seller unable to remove private right of way from title</p> <p>194 Bank delayed advising buyer of loan approval</p> <p>198 Buyer not bound to accept offer to buy his house</p> <p>238 Only one joint owner signed contract</p> <p>239, 340 Seller unable to remove private restrictive covenant from title</p> <p>245 Seller unable to remove private right of way from title</p> <p>249 Economic feasibility implied as part of technical feasibility condition</p> <p>250 Buyer’s lawyer acted in good faith in advising buyer not to remove conditions</p> <p>268 Contract of Purchase and Sale para. 9 (18) exclusions not read to buyer [see 344]</p> <p>347 Seller waived “time is of the essence” by conduct</p> <p>350 Failed to act in good faith</p> <p>437 Standard contract does not give a seller an unconditional right to the deposit when repudiation occurs</p>
Depreciation Reports	451, 472

Developer	9	Failed to use best efforts to assemble land
	11	Modification or cancellation of an easement
	49	Failed to retain receipt for delivery of prospectus
	64	Mortgage broker in breach of duty to developer
	69	Lien holdback
	80	Municipality refused building permit
	83	Changes to <i>Real Estate Act</i> , part II
	108	Contributed to nonfulfillment of conditions
	132	Damages to buyer for incomplete or deficient work, and for stress
	171	Amended disclosure statement does not give buyer right to terminate contract
	183	First buyer's right to sue developer for misrepresentation
	185	Methods of granting exclusive use by developer
	208	Representative failed to meet obligation to unconditionally cancel listing
	210	Of adult-only development, <i>Human Rights Act</i>
	225	Unenforceable contract with purchaser, representative not licensed
	246	Fixing new date for completion
	246	Can't remove all restrictive covenants for own benefit
	280	Cancellation of a restrictive covenant
	282	<i>Builders Lien Act</i> , 10% holdback of purchase price
	284	Unable to collect GST from buyer
	286	Lied to buyers and municipal building inspector
	298	Comments concerning proposed <i>Strata Property Act</i> (1998)
	308	Developer to approve building scheme, conflict of interest?
	328, 329	Of Aboriginal land
	335	Bad condo design, purchase price repaid
	337	<i>Streamside Protection Regulation</i>
	344	Exclusions of representations and warranties, Contract of Purchase and Sale, para. 9 (18)
	358	Cancellation of easement
	373	Title not in developer's name
	375	Modification or cancellation of restrictive covenant
	396	Stop-work orders, injunction, contempt of court order
	431	Failed to provide disclosure statement to buyer before entering into a purchase agreement
436	Rental disclosure statement	
454	Developer must contribute to cost of common facilities until final phase is deposited in a phased strata project	
456	BC REALTOR® should know <i>Real Estate Development Marketing Act</i> requirements when selling for out-of-province developers	
463	Developer's condition not a true condition precedent	
470	Owner builders of new homes to provide 2-5-10 warranty insurance coverage	

Director	See also Company; Shares, Shareholder 104 Misrepresentation on company stationery, director liability 207 Representative/director offered to purchase, didn't disclose to seller 218 Personally liable for knowledge of offences committed by company 225 Personally liable for failure to sign as director 269 Personally liable for material false disclosure statement
Disabled people	229 Discriminatory building scheme 371 <i>Human Rights Code</i> , owner couldn't have dedicated parking stall for caregivers 393 Intercom and disabled owner
Disclaimer	254
Disclosure	236, 452, 460, 466, 467, 473
Disclosure statement	See also Property Disclosure Statement 171, 269, 431
Disclosure Warranty	466
Discrimination	See also <i>Human Rights Act</i> , <i>Human Rights Code</i> 144, 229
Docks	479 Risks associated with non-compliant docks and waterfront structures
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, 480 <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, 480 Cancellation of easement</p> <p>385 Rights granted detracted substantially from rights of servient owner</p> <p>480 In use historical easement not obsolete upon availability of alternative access</p>
Effective cause of sale	See Commission, effective cause of sale
<i>Electronic Transactions Act</i>	450, 458

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, 478
Environmental issues	322, 478
<i>Environmental Management Act (EMA)</i>	<p>434 s. 45: owners and previous owners of property designated as contaminated are responsible for the remediation of site</p> <p>434, 477 s. 46: contaminated site remediation exemptions</p>
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	<p>14 Negligent appraisal by employee of mortgage broker, both liable</p> <p>51 Decreasing value, action against guarantor</p> <p>61 Liability of appraiser</p> <p>103 100% residential rental strata lots apartments</p> <p>114 Significant deficiencies reduced fair market value</p> <p>124 Value not reduced by unauthorized tree cutting</p> <p>167 GST as a factor in commission calculation</p> <p>174 Of improvements for principal residence tax exemption purposes</p> <p>198 No duty to accept fair market value</p> <p>216 Of bare land lease that restricted use</p> <p>265 Net GST to be included in fair market value of new construction</p> <p>279 Representative didn't disclose fact that property could be sold for a higher price</p> <p>285 Property Transfer Tax exemption</p> <p>329 Of reserve land</p> <p>352 Life lease</p> <p>357 Affected by conservation covenant</p> <p>361 Appraisal of land for bare land lease</p> <p>378 No damages for lost view</p> <p>388 Mistake in area, no damages</p> <p>395 Owner paid fair market value despite lack of air conditioning</p> <p>418 Representative liability in a hot market</p> <p>440 Seller precipitously sold property below fair market value to new buyer, entitled deposit only after suing defaulting original buyer for damages</p>
Family Farm Corporation	See Farm
<i>Family Relations Act</i>	19, 107, 251
Family status	See also Marital status 107, 210, 211
Farm	<p>42 Sale of part of acreage deemed principal residence and exempt from tax</p> <p>96 Is farm taxable capital gain or principal residence exemption?</p> <p>107 Defined under <i>Property Purchase Tax Act</i></p> <p>174 Family Farm Corporation needs only one shareholder to qualify for principal residence exemption</p>
Fence	143, 291, 428

Fiduciary duty	<p>26 Seller’s lawyer to buyer</p> <p>30 Representative acting without express authority binds principal to contract</p> <p>41 Representatives should determine unregistered rights of way</p> <p>118, 138 Premature removal of conditions a breach of duty in sale of buyer’s home</p> <p>152 Representative not liable for seller’s fraudulent misrepresentation</p> <p>238 Representative in breach of <i>Real Estate Act</i> s.28 (38), but no fiduciary duty owed to sellers</p> <p>243 Buyer entitled to damages for project manager’s breach of duty</p>
Fiduciary duty, agency relationship	<p>117, 258 When does fiduciary duty end?</p> <p>203 To advise owner prior to closing, of second offer to buy owner’s property—lost commission on resale</p> <p>217 No duty owed to brokerage by representatives who formed new brokerage</p> <p>220 Brokerage failed to disclose expected commission from builder</p> <p>221 Actions consistent with being agent for buyer, not seller</p> <p>336 Buyer’s disclosure of financial statements and request to prepare offer established relationship</p> <p>373 FSBO disclosure of bottom price occurred before dual agency created, no breach of duty</p> <p>407 Representative/buyer owed duty to seller to disclose intention to resell</p> <p>418 No duty for representative to disclose seller’s occupation</p> <p>419 Choosing between limited dual agency and no agency</p>

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, 459	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
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Fire alarm	See Security system	
<i>First Nations Land Management Act</i>	385	
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<i>Fisheries Act</i>	337	
<i>Fish Protection Act</i>	337, 338	

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