

Practice Resource

Western Law Societies Conveyancing Protocol (British Columbia)

Borrower's statement(s) regarding survey-related problems and the advice that the borrower's lawyer has given.

Example wordings for use when acting for both lender and borrower

This would be used in the situation where the borrower is either a new purchaser of the property or is already in possession and is taking out new financing.

The following text can be used in a separate document signed by the borrower or incorporated into another document prepared as part of the conveyance and signed by the borrower such as (a) the interim reporting letter, (b) the purchaser's statement of adjustments or (c) in the order to pay.

This text is unnecessary if the borrower provides a satisfactory "Statutory Declaration Regarding Existing Survey Certificate" or if a new survey is obtained by the borrower.

Note: Paragraphs in italics precede optional paragraphs that apply only in certain situations

[On a purchase, if the borrower refuses to authorize the lawyer to obtain and review easements, rights of way, and other similar charges on title]

I acknowledge that although my lawyer has recommended that he/she obtain and review copies of easements, rights of way, and other similar charges registered against my property, I have chosen not to have my lawyer do this. I understand that without a review by my lawyer of these documents I have no assurances as to possible legal and survey related problems such as those listed below that may exist in regard to my property.

[On a purchase, if the borrower chooses not to obtain a new survey using the following paragraph]

I acknowledge that although my lawyer has recommended that I obtain an up-to-date building location survey, I have chosen not to do so.

[On both purchase and refinance transactions]

I understand that without an up-to-date building location survey I have no specific assurances as to survey related problems such as the following:

- a. the location of the buildings in relation to the lot boundaries,
- b. the impact of any constraints on building location such as such as easements and right of ways,
- c. the dimensions of the property or the buildings, or
- d. the existence of any encroachments onto my property or encroachments by improvements on my property onto my neighbour's properties.

I am unaware of any survey-related problems in regard to the property.

[If no previous surveys are in the possession of the borrower]

I do not have copies of any building location surveys that may have been previously prepared in regard to my property

[If previous surveys are in the possession of the borrower]

I have given you copies of any building location surveys in my possession that were previously prepared in regard to my property

I understand that, in the event there is in fact a survey-related problem only my lender benefits from the issuance of a Western Law Societies Conveyancing Protocol Solicitor's Opinion by my lawyer.

Note: This is version 2.0 of this document and it is effective February 15, 2001. It is expected that this will be revised from time to time, and lawyers are advised to watch for notices regarding revisions in the Benchers' Bulletin and on the Law Society website (lawsociety.bc.ca). Copies of this and other documents relating to the Protocol will be available for download from the website. Please direct comments and questions to the Law Society 604.669.2533.