INTRODUCTION

Purpose and currency of checklist. This checklist is designed to be used with the CLIENT IDENTIFICATION, VERIFICATION, AND SOURCE OF MONEY (A-1) and the CLIENT FILE OPENING AND CLOSING (A-2) checklists. This checklist refers only to residential conveyances. It is not appropriate for use in commercial conveyances, conveyances of manufactured homes, or long-term lease arrangements. Matters concerning strata lots are designated by "**SL**". It is assumed that the lawyer represents the purchaser, not the vendor or mortgage lender.

This checklist has more detail than will be required for most residential conveyances. When a file is opened, review the checklist, and put an "X" in the NA column for items that are inappropriate in the matter at hand. In this way, you will create a "customized" checklist for each conveyance. See also the LAW SOCIETY NOTABLE UPDATES LIST (A-3). The checklist is designed for use in a situation where the purchaser wishes to proceed to completion. The checklist is current to September 4, 2025.

LEGEND

☐		
Checkbox	**Important Reminder**	**Deadline or Limitation Date**

NEW DEVELOPMENTS

- **First-time home buyer GST rebate.** On May 27, 2025, the federal government tabled legislative proposals to amend the *Excise Tax Act*, R.S.C., 1985, c. E-15. The proposed amendments would introduce a new GST rebate for first-time home buyers (the "FTHB GST Rebate"). The FTHB GST Rebate would provide a rebate of 100% of the GST on the purchase of newly constructed residential properties valued at up to $1 million by eligible first-time home buyers. Further, the amendments would gradually phase out the FTHB GST Rebate for new homes valued between $1 million and $1.5 million. To be considered a "first-time home buyer" for the purposes of the FTHB GST Rebate under the proposed amendments, individuals must: be at least 18 years of age; be either a Canadian citizen or a permanent resident of Canada; and not have lived in a home, whether in or outside Canada, that they owned or that their spouse or common-law partner owned in the calendar year or in the four preceding calendar years.

- **Title insurer obligations under FINTRAC**: Effective October 1, 2025, title insurers will be required to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act,* S.C. 2000, c. 17, and associated Regulations. Compliance will include verifying the identity of purchasers prior to issuing an owner's title insurance policy. As lawyers are required to obtain identity and verification information ("IDV") pursuant to the Law Society Rules, title insurers have indicated that they will request that lawyers act as their agent to fulfill their IDV obligations. Lawyers must consider their professional obligations in deciding whether to assist and, if prepared to do so, obtain their client's informed consent prior to release of such IDV information. See the Law Society of British Columbia's August 1, 2025 Notice to real estate lawyers: Title insurers report to FINTRAC from October 1, 2025 and be alert to further notices from the Law Society. ***Property Transfer Tax Act.*** Effective April 1, 2024, the qualifying value of a property for the first time home buyer exemption and the new housing exemption has increased. The first time home buyer exemption is available for a qualifying property not exceeding $835,000 with a partial

exemption if the qualifying property is more than $835,000 but less than $860,000 (*Property Transfer Tax Act*, R.S.B.C. 1996, c. 378, s. 4). The new housing exemption is available for a qualifying property not exceeding $1,100,000 with a partial exemption if the qualifying property is more than $1,100,000 but less than $1,150,000 (s. 12.01).

- **Reduction of the criminal interest rate.** Effective January 1, 2025, Bill C-47—*Budget Implementation Act, 2023, No. 1* lowered the criminal interest rate under s. 347 of the *Criminal Code*, R.S.C. 1985, c. C-46 from a 60% effective annual rate to a 35% annual percentage rate ("APR"). The revised criminal interest rate applies to all lending arrangements in Canada, with exemptions for non-predatory loans including certain payday loans (capped at $14 per $100 borrowed), tax rebate advances, pawn loans with an APR below 48%, and commercial loans about $10,000. Commercial loans ranging from $10,000 to $500,000 are exempt from the criminal interest rate if the APR remains below 48%, and commercial loans above $500,000 will not be subject to any interest rate cap.

- **Remote witnessing of affidavits.** Effective September 30, 2023, the temporary measures authorized by the Registrar in Practice Bulletin 01-20 to permit the remote witnessing of affidavits as a result of the COVID-19 pandemic were rescinded. See https://ltsa.ca/retirement-of-covid-measures-effective-september-30/. If the circumstances warrant use of an affidavit of execution in lieu of officer certification, s. 49 of the *Land Title Act*, R.S.B.C. 1996, c. 250 remains available. Any request for remote witnessing of affidavits must be made directly to the LTSA.

- ***Prohibition on the Purchase of Residential Property by Non-Canadians Act.*** The *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c. 10, s. 235 came into force January 1, 2023 and prohibits the purchase of residential property by non-Canadians. The prohibition was originally scheduled to expire January 1, 2025 but was extended to January 1, 2027. There are limited exceptions for certain non-Canadians and certain residential properties.

- ***Residential Tenancy Act.*** Effective July 18, 2024, the notice period to end a tenancy for landlord's (or purchaser's) use of property is extended to four months, unless another notice period is prescribed, which will not be less than two months (*Residential Tenancy Act*, S.B.C. 2002, c. 78, s. 49(2)(a)). Landlords must generate the appropriate notice to end tenancy using the Residential Tenancy Branch's web portal.

- **LTSA fee increases.** Most LTSA fees increased on April 1, 2025.

OF NOTE

- **Aboriginal law.** Special considerations apply to First Nations lands. If a mortgage or foreclosure involves First Nations lands, consider seeking the advice of a lawyer with experience in Aboriginal law matters. The Framework Agreement on First Nation Land Management (the "Framework Agreement") was ratified as the central authority by the *Framework Agreement on First Nation Land Management Act*, S.C. 2022, c. 19, s. 121, which came into force on December 15, 2022. The Framework Agreement recognizes First Nations' inherent right to govern their lands, and signatory First Nations assume the administration and law-making authority over their lands.

  Consider the following searches when ascertaining interests and priorities in First Nations lands:

  - First Nations Land Management Resource Centre (www.labrc.com) for First Nation signatories operating under a land code and maintaining their own register of interests in their lands;

- Self-Governing First Nations Land Register for First Nations operating under the terms of self-government agreements;
  - the Nisga'a Nation created their own land title system based on the Torrens system;
- Land Title Survey Authority of British Columbia;
  - the Tsawwassen First Nation negotiated to have their lands registered under the provincial land title system as part of their treaty, though special sections of the *Land Title Act* apply to these lands;
- Indian Land Registry System ("ILRS") for records on interests in reserve and surrendered lands, pursuant to and as defined under the *Indian Act*, R.S.C. 1985, c. I-5;
  - the Crown-Indigenous Relations and Northern Affairs Canada supports some First Nations in British Columbia in managing their lands and through maintaining the ILRS, although the ILRS is an information system only and does not create priority (except in the case of a registered assignment having priority over an unregistered assignment by s. 55(4) of the *Indian Act*).

If a leasehold interest in First Nations lands subject to the *Indian Act* will be mortgaged, note that a lease on First Nations lands to a First Nations person can only be mortgaged and seized if the land is designated (*Indian Act*, s. 89(1.1)). A lease to a First Nations person on lands that are held by a First Nations person under a certificate of possession does not have the same exemption from the protective effect of s. 89(1) of the *Indian Act*.

Further information on Aboriginal law issues is available on the "Aboriginal Law" page in the "Practice Areas" section of the Continuing Legal Education Society of British Columbia website (www.cle.bc.ca) and in other CLEBC publications.

- **Money laundering, fraud, and real estate.** Money laundering and fraud in real estate transactions are a concern. Criminals use ordinary legal instruments (such as shell and numbered companies, bare trusts, and nominees) in the attempt to disguise the true owners of real property, the beneficial owners. These efforts can be hard to detect. As such, lawyers must assess the facts and context of the proposed retainer and financial transactions. Lawyers should be aware of red flags, and if a lawyer has doubts or suspicions about whether they could be assisting in any dishonesty, crime, or fraud, they should make enough inquiries to determine whether it is appropriate to act and make a record of the results of their inquiries (*Code of Professional Conduct for British Columbia* (the "*BC Code*") rules 3.2-7 and 3.2-8 and Law Society Rules 3-103(4), 3-109, and 3-110). See the anti-money laundering and fraud resources on the Law Society's "Client ID & Verification" webpage, including: "Real Estate Transactions—Know Your Client Primer"; "Source of Money FAQs"; "Fraud 101 for Lawyers";

  "Risk Assessment Case Studies for the Legal Profession"; "Red Flags Quick Reference Guide"; "Risk Advisories for the Legal Profession"; "Canadian Sanctions Related to Russia and Belarus: Implications for the Profession"; and free online Law Society and Federation of Law Societies of Canada courses.

  See the Lawyers Indemnity Fund ("LIF") webpage regarding real estate fraud and risk management. The transfer of funds instructions should be verified by telephone or meeting with a client in person. See LIF's Funds Transfer Instructions Verification Checklist.

Also see the Discipline Advisories (an updated list can be found at www.lawsociety.bc.ca/for-lawyers/discipline-advisories/), which includes topics such as Client ID & Verification, Country/geographic risk, and Private lending. Lawyers may contact a Law Society practice advisor at practiceadvice@lsbc.org for a consultation about the applicable *BC Code* rules and Law Society Rules and obtain guidance.

- **Law Society of British Columbia.** For changes to the Law Society Rules and other Law Society updates and issues "of note", see LAW SOCIETY NOTABLE UPDATES LIST (A-3).
- **Additional resources.** For more information regarding real estate practice, see the *Conveyancing Deskbook* (CLEBC, 2002–); the *British Columbia Real Estate Practice Manual*, 3rd ed. (CLEBC, 2006–); the *British Columbia Mortgages Practice Manual* (CLEBC, 1992–); *Land Title Electronic Forms Guidebook*, 7th ed. (CLEBC, 2019); the *Land Title Practice Manual*, 3rd ed. *(CLEBC, 2007–);* the *British Columbia Real Estate Development Practice Manual* (CLEBC, 1994–); the *British Columbia Strata Property Practice Manual* (CLEBC, 2008–); the *British Columbia Personal Property Security Act Practice Manual* (CLEBC, 1995–); *Real Estate Financing: Annotated Precedents* (CLEBC, 1994–); and the course presentations and papers in *Advanced Conveyancing Topics for Paralegals and Legal Support Staff 2024* (CLEBC, 2024); and *Residential Real Estate Conference 2025* (CLEBC, 2025), available in CLEBC's Courses on Demand.

CONTENTS

1. Initial Contact
2. Review Purchase Contract and Property Disclosure Statement
3. Search Title
4. Other Preliminary Matters
5. Consult with Client and Obtain Instructions
6. Follow up from Initial Review and Discussion with Client
7. Prior to Completion
8. Closing
9. Post-Closing
10. Closing the File

1.	INITIAL CONTACT	
1.1	Conduct a conflicts of interest check and refer to the CLIENT FILE OPENING AND CLOSING (A-2) checklist.	☐
1.2	Arrange the initial interview.	☐

1.3	Confirm compliance with Law Society Rules 3-98 to 3-110 for client identification and verification and the source of money for financial transactions, and complete the CLIENT IDENTIFICATION, VERIFICATION, AND SOURCE OF MONEY (A-1) checklist. Consider periodic monitoring requirements (Law Society Rule 3-110). If the client is a company or other organization, note the rules about verifying an organization's identity and the individual(s) instructing you on the organization's behalf as well as identifying shareholders, directors and owners and obtaining information about the organization's ownership, control and structure. Criminals use ordinary legal instruments to launder money, including private mortgages, shell and numbered companies, bare trusts, and nominees, attempting to disguise the true owners of real property, the beneficial owners. See "Money laundering, fraud, and real estate" in the "Of note" section at the beginning of this checklist for more information. Be alert to red flags.	☐
1.4	Discuss and confirm the terms of your retainer and the calculation of your fee. Refer to the CLIENT FILE OPENING AND CLOSING (A-2) checklist. Consider whether the retainer adequately reflects undertakings required of the purchaser's solicitor (e.g., mortgage funding and clearing title). Also advise that if the transaction becomes more complicated, the fees and disbursements might have to be increased. Explain conflict rules.	☐
1.5	Ascertain whether the client wants to complete the transaction or if they are aware of any potential problems that may affect completion (e.g., financial difficulties).	☐
1.6	Ask the client or real estate licensee for a copy of the purchase contract, executed by the vendor and purchaser, if you do not already have one. Also ask for copies of any other writings that may affect the contract (e.g., disclosure statement, property disclosure statement, and all addenda including those regarding subject removal and time extensions). Obtain copies of the sales record sheet from the real estate licensees (one copy from the listing sales office and one from the selling sales office).	☐
1.7	If you were initially contacted by someone other than the purchaser (e.g., the vendor's real estate licensee), tell that person that you will act solely for the purchaser (and the lender, if the purchaser is obtaining financing). In a real property transaction, a lawyer may act for more than one party with different interests only in the circumstances permitted by Appendix C of the *BC Code* (rule 3.4-1, commentary [0.1]).	☐
1.8	If the vendor does not have separate legal representation, review *BC Code,* rule 7.2-9 and Appendix C, paragraphs 7 to 9 stipulate specific requirements for dealing with unrepresented parties in real estate transactions. Document in writing the nature of the situation; confirm in a letter the lack of representation; and be prepared for the possibility of unforeseen complications. For an annotated checklist from the Law Society of procedures when giving independent legal advice, see www.lawsociety.bc.ca/Website/media/Shared/docs/practice/resources/checklist-ila_annotated.pdf.	☐
1.9	Open the file: note the closing date of the transaction and any other relevant dates (e.g., subject removals), place the checklist in the file, and make entries in your diary and "BF" systems.	☐

2.	REVIEW PURCHASE CONTRACT AND PROPERTY DISCLOSURE STATEMENT	
2.1	Check the elements required for a valid, enforceable contract. If the purchase contract is deficient, consider advising the client to use a collateral agreement to remedy its shortcomings; bear in mind the possible risk of affecting the enforceability of the original and alerting the other party to the possibility that the contract may not be enforceable. (Note: the pre-printed contracts of purchase and sale are not all the same. Check to see whether it is the current B.C. Real Estate Association/CBA form of contract. Review it carefully to ensure that the standard clauses are present, including provisions allowing for closings using lawyers' undertakings—see *Norfolk v. Aikens* (1989), 41 B.C.L.R. (2d) 145 (C.A.).) Check the purchase contract for the following:	☐
	.1 Offer, acceptance, and consideration. Signed by the vendor and purchaser. Is the vendor the registered owner (e.g., is the contract an assignment of a contract with the registered owner (see item 3.3))? If there are multiple owners, have all signed? Confirm that any alterations or riders have been signed or initialed by all parties.	
	.2 Vendor and purchaser properly identified. It is preferable not to say "X or nominee."	
	Note: if the client is not the purchaser named in the contract, confirm that the contract has been properly assigned and that the seller has consented to the assignment, pursuant to s. 8.2 of the Real Estate Services Regulation, B.C. Reg. 506/2004.	
	.3 Agreement sufficiently certain to be binding and enforceable. Be certain that subject clauses do not constitute an agreement to agree, and that they set out objective criteria. If you are concerned with the enforceability of the agreement, consider discussing with the purchaser the possibility of negotiating an option to purchase with the vendor.	
	.4 Adequate description of property. Should include the legal description and street address.	
	.5 Purchase price and manner of payment clearly set out. Purchase price equals the total of all individual amounts.	
	.6 Completion, adjustment, and possession dates set out.	
	.7 Where there is vendor financing, details should be sufficiently clear to ensure enforceability. Determine who is to prepare the mortgage, and who is to bear that cost. If available, the mortgage should be attached; otherwise, the agreement should specify details, including principal amount, interest rate, term, method of repayment, and anything else that the parties consider to be essential.	

	.8 Vendor's representation of residency. If the "box" on the contract is not ticked, consider requesting a statutory declaration from the vendor in lieu of representation in contract. (Note that in *Mao v. Lui*, 2017 BCSC 226, a notary was found liable for failing to make reasonable inquiries regarding the vendor's residency status, resulting in tax consequences for his purchaser clients.)	
	.9 UFFI representation. No longer contained in the standard contract of purchase and sale, but may be in the property disclosure statement (note: the enforceability of the disclosure statement is uncertain, as it is generally not part of the contract; however, it may be a collateral warranty). If it is not included, consider the age of the property and whether you should advise the purchaser to include it.	
2.2	Other matters for review:	☐
	.1 Subject clauses (i.e., conditions precedent). Who is said to benefit, and who has the power to waive (see *Law and Equity Act*, R.S.B.C. 1996, c. 253, s. 54)? Diarize dates for subject removal, though it is generally the responsibility of the parties and the real estate licensee(s) to do so. If subjects have not yet been removed, consider whether the purchaser's clauses are so discretionary as to amount to an offer by the vendor to sell, accepted only upon their removal by the purchaser. If that is a concern, the purchaser should be advised to waive the subjects promptly.	
	.2 Deposit. Has it been made? Where is it being held? Who receives interest earned on the deposit? Does it exceed the real estate licensee's commission? If so, consider how to retrieve that excess amount from the licensee (see *Real Estate Services Act*, S.B.C. 2004, c. 42, s. 29).	
	.3 Time of the essence. Does the contract include provisions allowing the parties to close on undertakings? If not, have the parties agreed on the closing procedure? Will your client need a registrable transfer prior to or at closing, in order to obtain mortgage financing? Does the vendor need purchase money to clear title? Carefully consider the terms of the contract, *Norfolk v. Aikens*, and	
	subsequent case law. Also, if the client has a sale on the same day (e.g., back-to-back conveyances), advise the client of the risks of non-completion and risks/options in negotiating an extension.	
	.4 What is included in the purchase price (e.g., buildings, fixtures, chattels, parking stalls, storage lockers)? Exceptions? GST?	
	.5 Where there is a new or partially completed building:	
	(a) Are there warranties regarding items to be completed and defects in workmanship and materials (e.g., warranty program)?	
	(b) Does the agreement provide for deficiency holdbacks or for inspection prior to completion?	

SL	(c) Consider applicability of *Builders Lien Act*, S.B.C. 1997, c. 45, s. 4, and *Strata Property Act*, s. 88, in relation to holdback requirements (this also applies to newly created bare-land strata lots).	
	(d) Does the purchase contract provide for a builders lien holdback and a final occupancy permit as a fundamental condition? (The mortgagee may require it as a condition of funding.)	
	.6 Where the sale is of new or substantially renovated property from a "builder" as defined in *Excise Tax Act,* R.S.C., 1985, c. E-15, s. 123:	
	(a) Does GST apply? Consider the exemption provisions of the *Excise Tax Act*, Schedule V, Part I, and the self-supply rules in ss. 190 to 192.	
	(b) Consider who should be remitting GST, if applicable.	
	(c) Are there warranties respecting GST?	
	(d) If GST does not apply, consider the *Excise Tax Act*, s. 194, and obtaining a vendor's statement of exempt status.	
	(e) If GST does apply, advise the client of possible eligibility for rebates, and consider the *Excise Tax Act*, s. 254, if the vendor is attempting to take the benefit of a rebate without crediting it to the purchaser (creating potential ineligibility for rebate).	
	(f) Effective May 7, 2022, GST is payable on all assignments of newly constructed or substantially renovated residential property. For assignment agreements prior to May 7, 2022, the intention of the assignor entering into the contract of purchase and sale (i.e., for resale or for principal residence) is significant in determining the applicability of GST.	
	.7 Are existing tenancies mentioned? Legal suites?	
	.8 When does the risk pass?	
	.9 Which representations are intended to survive completion?	
	.10 Does the purchaser bear all costs of the conveyance?	
	.11 Whose obligation is it to prepare the documents?	
	.12 Any other provisions, representations, etc.? (If made verbally, the purchaser may want to obtain them in writing—bearing in mind the risks of anticipatory repudiation in doing so, and the possible lack of consideration for same.)	
	.13 The parties:	
	(a) Non-resident vendor (see item 5.8.3(b)).	
	(b) Real estate licensee purchaser (note disclosure requirements under the *Real Estate Services Act*).	
	(c) Mental capacity of vendor (subject to presumption of capacity under *Adult Guardianship Act*, R.S.B.C. 1996, c. 6, s. 3).	

	(d) Title in the name of the director under the *Veterans' Land Act,* R.S.C. 1970, c. V-4.	
	(e) Property on First Nations lands with title in the Crown (see the *Indian Act*, R.S.C. 1985, c. I-5). Consider obtaining advice from a lawyer who has experience in Aboriginal law matters.	
	(f) Vendor corporation. Is it in good standing? Has it ever been struck (*Escheat Act,* R.S.B.C. 1996, c. 120, s. 4)? If it has been struck, was it restored within two years? Has the corporation been transitioned under *Business Corporations Act*, S.B.C. 2002, c. 57, Part 14? Is it a "foreign entity" (as defined in the *Business Corporations Act*) carrying on business in British Columbia and requiring registration as an extraprovincial corporation? Is it a professional corporation from another jurisdiction needing consent from its governing body to register as an extraprovincial corporation?	
	(g) Purchaser corporation. Is it in good standing? Has it ever been struck (*Escheat Act,* s. 4)? Has the corporation been transitioned under *Business Corporations Act*, Part 14? Is it a "foreign entity" (as defined in the *Business Corporations Act*) carrying on business in British Columbia and requiring registration as an extraprovincial corporation? Is it a professional corporation from another jurisdiction needing consent from its governing body to register as an extraprovincial corporation? Review the central securities register to confirm corporate interest holders for the transparency report required under the *Land Owner Transparency Act*.	
	(h) Vendor acting through a power of attorney or representation agreement. Note the obligation to verify the identity of the "client" (as defined in Law Society Rule 3-98).	
	(i) Ages of the purchaser and vendor (*Infants Act*, R.S.B.C. 1996, c. 223, Part 3).	
	(j) Confirm the purchaser is a Canadian citizen or permanent resident and obtain their social insurance number. If not, and an exemption is not available, confirm country of citizenship and advise purchaser of obligation to pay Additional Property Transfer Tax.	
SL	.14 Where purchase is of a strata lot:	
	(a) Does the purchase contract identify the property as a strata lot?	
	(b) Is there any agreement regarding responsibility for outstanding special assessments levied by the strata corporation that must be noted and dealt with on statements of adjustments? If a levy is approved by the strata corporation prior to closing, then the seller is only responsible for amounts payable prior to closing, and the buyer is responsible for all amounts payable on or after closing (*Strata Property Act*, s. 109).	

	(c) Is there any agreement to provide parking stalls, storage lockers, or other amenities that are not part of the strata lot or its limited common property? If so, advise the client of the problem and consider obtaining instructions to negotiate its resolution, bearing in mind concerns about anticipatory repudiation and sufficiency of legal consideration. Note the Form B—Information Certificate (Strata Property Regulation, B.C. Reg. 43/2000) requires certain information and documentation with respect to any parking stalls and storage lockers. Note that s. 59 of the *Strata Property Act* requires that a strata corporation include as an attachment to a Form B—Information Certificate a copy of the most recent depreciation report (if any).	
	(d) Should the purchaser be warned about the potential for pre-existing obligations under agreements between the strata corporation and third parties? Note the expense to clients of obtaining and reviewing such agreements.	
	.15 Where the property includes private forest land, the purchaser may need to be warned about potential liability for significant additional property taxes as a result of previous harvesting on the land by the vendor. Inquiries may need to be made with the client and the municipality about any previous harvesting.	

3.	**SEARCH TITLE**	
3.1	Obtain and review copies of:	☐
	.1 LTSA search of property.	
	.2 Plan of property.	
	.3 All other plans affecting property (such as right-of-way plans, plans of lands transferred off the title).	
	.4 All notations, miscellaneous notes, charges and encumbrances (including filed or prescribed mortgage or charge terms), pending documents (including back pages), and registrations of fixtures or manufactured homes under the *Personal Property Security Act,* R.S.B.C. 1996, c. 359.	
3.2	Check the legal description on the LTSA search against the legal description on the purchase contract. (Note: some civic addresses have two legal descriptions.)	☐
3.3	Check that the registered owner on title is the vendor (check for multiple owners, especially spouses who may have an unregistered interest). Consider the implications of *Family Law Act,* S.B.C. 2011, c. 25, Part 5, on claims that may be made against property by spouses, and the *Land (Spouse Protection) Act,* R.S.B.C. 1996, c. 246.	☐
3.4	Check registrations.	☐
3.5	Check that the subject of the conveyance is a legal lot (i.e., not requiring subdivision).	☐

3.6	See if any land has been transferred from title.	☐
3.7	Review documents obtained from the LTSA in light of the purchase contract. Are there permitted encumbrances? Do any need to be discharged?	☐
3.8	Determine whether there is a duplicate certificate of title and, if so, where it is located. Land transfer or mortgage cannot be registered without it.	☐
3.9	If the purchaser is to assume a mortgage, determine whether or not the mortgage conforms to the purchase contract, whether or not it contains a sale clause, and whether approval of the lender is required. Consider the applicability of *Property Law Act,* R.S.B.C. 1996, c. 377*,* s. 21(2).	☐
3.10	Examine appurtenant easements over adjacent land, considering their enforceability and obligations. Search title to lands charged by appurtenant easements to ensure they are still charges on title. Examine rights of way for dimensions and obligations.	☐
SL 3.11	Where purchase is of a strata lot:	☐
	.1 Review the strata plan and obtain copies of relevant sheets and other documents. For strata lots created before July 1, 2000, these sheets include survey/siting (usually page 1 of the strata plan), dimensions, location of the strata lot, a page showing unit entitlement, interest upon destruction and voting rights for all strata lots, a page denoting dealings affecting the common property (now incorporated in the common property record), and a record of bylaws and amendments (now incorporated in the general index). For strata lots created after July 1, 2000, relevant strata plan sheets include survey/siting dimensions and location of the strata lot (note: in light of warranties regarding parking stalls, storage lockers, and other areas of exclusive use, it is generally prudent to obtain the strata plan sheets dealing with the parking area or rooftop decks, etc.). Review the common property record denoting designations (and removals of designations) of limited common property for exclusive use of one or more strata lots, charges on common property, and freehold dispositions of common property. Review the general index of the strata corporation to identify unit entitlement, voting rights, bylaws and bylaw amendments, amalgamation agreements, registrar's and court orders, and resolutions.	
	.2 Review and obtain copies of charges against common property as well as against the strata lot. Encumbrances against common property are shown on the common property record and may be searched on the myLTSA Strata Plan Common Property Search. In reviewing charges, also check plans showing the actual easement areas.	
	.3 Review and obtain copies of bylaws and amendments. Check for restrictions (e.g., pets, age restrictions). Determine from the strata corporation whether there are any special/unanimous resolutions that may affect the use of the property or the cost of owning, other than those filed in the LTSA or disclosed on the Form B—Information Certificate.	

	.4 Where the strata plan is a phased development, obtain a copy of the Form P—Phased Strata Plan Declaration under the *Strata Property Act* giving details of phases. Review and consider the dates by which the owner developer must elect to proceed with construction of subsequent phases, the number of phases, the total unit entitlement, and any common facilities to be provided in subsequent phases.	
	.5 Review and obtain recent budgets of the strata corporation and sections (if any). Consider the contingency reserve fund and special levies.	
	.6 Determine whether the strata corporation is relying on a depreciation report to assist in determining the annual contribution to the contingency reserve fund. Review and obtain the most recent depreciation report (if any) (see item 2.2.14(c) regarding the requirement that a depreciation report (if any) be attached to a Form B—Information Certificate). Consider the implications if the strata corporation has waived the requirement to obtain a depreciation report.	

4.	**OTHER PRELIMINARY MATTERS**	
SL 4.1	Review any unregistered documents (other than the purchase contract) that may affect the conveyance (e.g., disclosure statement under the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41; resolutions of strata corporation and sections (if any), which should be disclosed on the Form B—Information Certificate).	☐
4.2	Contact the vendor's lawyer and the mortgage company's lawyer to inform them that you act for the purchaser.	☐
4.3	Consider the need for a search of reservations in the Crown grant.	☐
SL 4.4	Where the purchase is of a strata lot from an owner developer, obtain and review the *Real Estate Development Marketing Act* disclosure statement terms: staged or phased development, permitted uses of lots, facilities included in the common property, limited common property, estimated date for completion of construction, utilities, appliances, and equipment, blanket mortgages and partial releases, budget, insurance, any strata lot to be sold to the corporation for use as a caretaker's residence, proposed bylaw amendments, management contract and parking rights. (Are parking stalls limited common property? Are stalls the subject of an independent strata title or an independent legal title? Are stalls allocated by contract, by lease, in the bylaws, or as dealings with the common property?)	☐

5.	**CONSULT WITH CLIENT AND OBTAIN INSTRUCTIONS**	
5.1	Determine the impact of the *Excise Tax Act* (GST) and the *Property Transfer Tax Act* on the client's transaction.	☐
	(a) Consider the definition of "builder" and related definitions in the *Excise Tax Act*, s. 123, as well as the exemption provisions in Schedule V, Part I and the self-supply rules in ss. 190 to 192.	

	(b) Advise the client to check the facts underlying your determination and clarify any qualifications on your advice or opinion as to GST.	
	(b.1) Effective May 7, 2022, GST is payable on all assignments of newly constructed or substantially renovated residential property. For assignment agreements prior to May 7, 2022, the intention of the assignor entering into the contract of purchase and sale, (i.e., for resale or for principal residence, is significant in determining the applicability of GST).	
	(c) Consider new housing rebates or rental rebates on GST as well as time limits on applying for same (see *Excise Tax Act*, ss. 117 to 121, and Part IX, Division VI Rebates).	
	(d) Determine (if GST applies) who must remit; confirm with your client whether you will be dealing with such payment as part of the conveyance. If a corporate purchaser is a GST registrant, determine if the purchaser will self-assess.	
	(e) Consider *Excise Tax Act*, s. 194, and whether the negotiation of additional warranties or representations from the vendor might be advisable—being aware of potential anticipatory breach.	
	(f) Consider whether the client is eligible for the first-time home buyer exemption (*Property Transfer Tax Act,* s. 5) or the new housing exemption (*Property Transfer Tax Act*, ss. 12.01 to 12.08).	
	(g) Determine if additional property transfer tax is payable (*Property Transfer Tax Act*, s. 2.02). If the purchaser is a foreign national, consider whether they are eligible for an exemption from paying the additional tax on foreign entities under the nominee exemption (ss. 17.1 to 21 of the Property Transfer Tax Regulation, B.C. Reg. 74/88). Also see the "New developments" section of this checklist.	
	(h) Determine if client is prohibited from purchasing residential property due to status pursuant to the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c. 10. See "New developments" section of this checklist.	
5.2	Find out whether multiple purchasers intend to be joint tenants or tenants in common.	☐
5.3	Have the client identify and confirm (in writing or by initials) the property on the plan obtained from the LTSA.	☐
5.4	Review the purchase contract with the client.	☐
	.1 Check that, in general, it embodies their understanding of the transaction.	
	.2 Review the matters set out in item 2 above, or such as are relevant.	
	.3 Check that the purchase contract embodies the entire transaction. Any representations upon which the purchaser is relying should be either in the purchase contract or in a collateral agreement that survives closing.	

	.4 Discuss subject clauses. Arrange for notification of their removal.	
	.5 If there is a clause saying that time is of the essence, instruct the client to inform you if there is a need to seek a time extension (e.g., in the case of a back-to-back conveyance).	
	.6 Advise the client as to the enforceability of the purchase contract.	
	.7 Advise the client of the possession date, averting any confusion with the completion date.	
5.5	Discuss the results of an LTSA search and which charges are to be assumed or discharged.	☐
5.6	If a certificate of pending litigation has been registered against title, discuss whether the client wishes to proceed with the purchase subject to the certificate of pending litigation pursuant to s. 216(2) of the *Land Title Act*, R.S.B.C. 1996, c. 250.	☐
5.7	Discuss the exceptions to indefeasibility of title pursuant to *Land Title Act*, s. 23; if applicable, *Land Act*, R.S.B.C. 1996, c. 245, ss. 50 and 55; and, in the case of land adjoining water, *Land Title Act*, s. 108(2). Consider the application of a heritage designation under the *Heritage Conservation Act*, R.S.B.C. 1996, c. 187, s. 9.	☐
5.8	Advise regarding the following matters, and determine which ones are to be looked into, and whether this will be done by you or by the client.	☐
	.1 Insurance—Inform the client when the risk shifts, and advise the client to consult an insurance agent. Check that the client and insurance agent are aware of any special requirements of the mortgage lender regarding insurance.	
	Advise the client that most lenders require a certificate of insurance with a "loss payee" clause. Advise the client to consult the agent on "bylaws protection," rental insurance (for revenue property), and exceptions to coverage (e.g., 30-day absence clause, earthquake damage, sewer backup).	↯
SL	If the property is a strata lot, advise the client to consult an insurance agent to ensure there is no gap in coverage between the strata corporation's policy and the client's policy with regard to common property vs. strata lot owner's property (e.g., appliances). Also ask the insurance agent to comment on the adequacy of insurance being maintained by the strata corporation (especially for new strata corporations) to satisfy the lender's requirements and the owner's concerns.	
	.2 Financing—Ensure that the purchase contract closing procedure is consistent with the lender's requirements (e.g., does the lender require registration of transfer and mortgage before funding). Consider terms of the contract regarding closing on undertakings (note *Norfolk v. Aikens* and subsequent case law). Discuss the proposed method, explain interim financing, warn of standard deductions from gross amount of mortgage, outline mortgage transaction (if appropriate), and obtain the name of the mortgage company or its lawyer (if not already done).	

	.3 Vendor:	
	(a) Obtain or confirm particulars and name of lawyer.	
	(b) Inquire as to the client's knowledge of the vendor's residency, and explain the requirements under *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), s. 116, where the vendor is a non-resident. Check *Income Tax Act*, s. 116, and confirm with the Canada Revenue Agency regarding current clearance certificate and holdback requirements for non-resident vendors. If appropriate, consider advising to withhold non-resident income tax.	
	(c) Inquire as to client's knowledge of the vendor's marital situation and explain the presumptive right of a spouse to 50% of family property from the date of separation under *Family Law Act*, s. 81.	
	.4 Survey—Request that the vendor provide any existing survey certificate. If unavailable, advise the purchaser to obtain a survey or consider using title insurance. If they decide not to do so, confirm in writing that risks as to lot size, encroachment, or illegal setback lie with the client, not you. If financing is required by the purchaser, the lender will usually require a survey, title insurance, or a protocol opinion.	
	.5 Zoning and permits—Advise the purchaser to check with the municipality regarding zoning, building bylaws, building permits, and outstanding orders. If they decide not to do so, confirm in writing that risks as to the client's proposed use being disallowed, or the existence of outstanding orders, lie with the client, not you (see item 6.6.4).	
	.6 New construction:	
	(a) Liens under the *Builders Lien Act*.	
	(b) Deficiencies.	
	(c) Occupancy Permit.	
	.7 Existing tenancies—Advise as to notice requirements for terminating tenancy agreements and statutory liability if the owner does not follow through on reasons for terminating e.g., to demolish or occupy the property (*Residential Tenancy Act*, S.B.C. 2002, c. 78, s. 44). Confirm who is liable for the tenant's compensation (s. 51). Also note: the City of Vancouver requires six months before a demolition permit will be issued for property having a tenancy interest.	
SL	.7B Advise the client (for example, by brief memorandum) of the rights, obligations, and potential liabilities and restrictions with respect to strata lot ownership.	
	.8 Tax aspects:	
	(a) *Property Transfer Tax Act*.	
	(b) *Income Tax Act*, ss. 73, 116.	

	(c) *Corporation Capital Tax Act*, R.S.B.C. 1996, c. 73, s. 36, if the vendor is a corporation. Even though the Act was repealed and the CCT eliminated on April 1, 2010, a lien may still remain for outstanding payments.	
	(d) Tax planning (e.g., if spouses are unmarried, will they qualify as "cohabitating spouses" or "common-law partners" under *Income Tax Act*, s. 122.6?).	
	(e) Estate planning (e.g., if title is in the name of one spouse only, advise on the impact of probate fees if not held in joint tenancy).	
	(f) *Excise Tax Act*, Parts VIII and IX.	
	.9 Physical possession—Advise the client to make arrangements for obtaining keys, moving, etc. These arrangements are generally made with the real estate licensee.	
	.10 Utilities—Advise the client to make arrangements for opening accounts such as hydro, telephone, etc.	
	.11 Prospectus or disclosure statement.	
	.12 Bylaws.	
	.13 Environmental hazard concerns.	
	.14 Aboriginal title concerns (refer to "Aboriginal law" under the "Of note" section in this checklist).	
5.9	Be sensitive to any possibility of fraudulent conveyances or preferences. A lawyer must not engage in any activity that the lawyer knows or ought to know assists in or encourages any dishonesty, crime, or fraud. Note *BC Code*, rules 3.2-7 and 3.2-8 (when a client is an organization). Refer to "Money laundering, fraud, and real estate" under the "Of note" section in this checklist.	☐
5.10	Discuss any client concerns.	☐
5.11	Discuss the course of action and timing.	☐

6.	**FOLLOW UP FROM INITIAL REVIEW AND DISCUSSION WITH CLIENT**	
6.1	Send a letter to the client summarizing the points discussed, including your report on the title, the next tasks that will be carried out by the client and those that will be carried out by you.	☐
6.2	Make arrangements to obtain a duplicate certificate of title if it is not in the LTSA. Land transfer or mortgage cannot be registered without it.	☐
6.3	Contact the vendor's lawyer:	☐
	.1 Discuss any problems with the purchase contract, etc.; is there any need for a collateral agreement?	

	.2 Be sensitive to any possibility that your statements might be construed as an anticipatory repudiation.	
	.3 Discuss and confirm the clients' closing obligations and the closing procedure. Confirm contractual provisions or client authorization (or both) to complete on undertakings (as soon as possible before completion date) and confirm the form of undertaking and who is to prepare documents. The standard BCREA/CBA contract contains the CBA standard undertakings. Consider *Norfolk v. Aikens*; also *Laredo Development Corp. v. I.R. Capital Corp.* (1993), 87 B.C.L.R. (2d) 170 (C.A.) and subsequent case law.	
	.4 Discuss which charges on title need to be discharged and who is responsible for doing so. Discuss who is to obtain the duplicate certificate of title if it has been withdrawn from the LTSA. Discuss when documents are to be provided. If power of attorney is to be used, check the availability of signatures. Review power of attorney for registrability and that original is available for filing or has already been filed at the LTSA. (Note that the *Power of Attorney Act*, R.S.B.C. 1996, c. 370, s. 29 and *Representation Agreement Act*, R.S.B.C. 1996, c. 405, s. 29 provide for termination upon separation of spouses if a spouse is, respectively, an attorney or representative.)	
	.5 Prepare to close the transaction using the LTSA's Web Filing.	
	.6 Confirm in writing the details of the discussion.	
6.4	Where there are possible liens under *Builders Lien Act*, and the purchase is not of a strata lot:	☐
	.1 If the purchase agreement entitles the purchaser to a holdback, arrange for holdback; and	
	.2 If the purchase agreement does not provide for holdback, consider obtaining instructions:	
	(a) To negotiate a holdback with the vendor's lawyer, having regard to the possibility of an anticipatory breach of the purchase agreement if the purchaser insists on a lien holdback; or	
	(b) Asking the vendor's lawyer to obtain from the vendor or the vendor's architect a statutory declaration in respect of possible lien claims and the date a head contract or improvement is completed.	
	.3 Consider any need to discuss with the client risks of builders liens generally.	
SL 6.5	Where there are possible liens under the *Builders Lien Act* and the purchase is of a strata lot, the builders lien holdback is 7% of the purchase price, unless the time for filing a claim of lien has passed. See *Strata Property Act*, ss. 86 and 88, and Strata Property Regulation, s. 5.2. If a purchase is from an owner developer, the purchaser of a strata lot is required to retain a holdback even if the purchase agreement is silent on the matter.	☐

6.6	Further searches:	☐
	.1 If the purchaser is a corporation, conduct a company search to ensure that your client has the corporate capacity to own and hold land in British Columbia.	
	.2 If the vendor is a corporation, conduct a company search in order to ensure that it is in good standing with respect to the filing of annual returns and has not ever been struck from the register. If so, consider the *Escheat Act*.	
	.3 Get tax, municipal utility, and other information from the municipality or assessment district, including (as required, or as instructed):	
	(a) taxes (current and past year, any arrears, any appeals, any pending large increases due to local improvement charges or special area debt levies);	
	(b) in Vancouver, confirm Vancouver Vacancy Tax Bylaw (Bylaw 11674) property status declaration has been filed;	
	(c) need for a building permit or development permit;	
	(d) need for an occupancy certificate (for newly constructed premises);	
	(e) existence of a building or development permit;	
	(f) existence of an official community plan; non-conformity;	
	(g) need for an encroachment agreement;	
	(h) existence of boards of variance orders;	
	(i) demolition order;	
	(j) historical site designation;	
	(k) special fees (e.g., Resort Municipality of Whistler fees);	
	(l) utilities information (water, sewer, dyking, garbage, electricity, gas), including amounts unpaid.	
	Be careful to review a tax search for outstanding fines including those regarding grow operations or bylaw infractions.	↯
	.4 Get zoning information, if so instructed, including present zoning bylaws. Discuss the client's zoning requirements. Otherwise, send a letter to client confirming that this is not your responsibility (see item 5.8.5).	
	Note that if the property is non-conforming, that may affect the client's ability to rebuild after a fire or other insurable loss.	↯
	.5 Get a survey certificate, if so instructed, and check for encroachment and bylaw violations. Otherwise, send a letter to the client confirming that this is not your responsibility (see item 5.8.4). Consider title insurance. See the Law Society of British Columbia's August 1, 2025 Notice to real estate lawyers: Title insurers report to FINTRAC from October 1, 2025, and be alert to further notices from the Law Society.	

	.6 Where chattels are being purchased, and only if so instructed, conduct searches in the personal property registry for any security interests in the chattels. Advise the purchaser of the purchaser's responsibility to pay GST/PST on chattels purchased.	
	.7 Where fixtures (including manufactured homes) may have been subject to a security interest before affixation to the land, consider *Personal Property Security Act*, ss. 36 and 49, and determine whether a fixtures notice has been filed in the LTSA.	
	.8 Where appliances or other significant chattels may have been purchased on credit and a vendor may have been granted a security interest, consider searching the personal property registry to ensure the client will obtain clear title.	
	.9 Consider the need for lien search for unregistered liens (for example, under the *Corporation Capital Tax Act* or former *Workers Compensation Act*, R.S.B.C. 1996, c. 492, s. 52).	
	.10 Consider the need to obtain information regarding environmental hazards from the appropriate government office (e.g., municipal offices, federal or provincial ministries).	
6.7	Check that subject clauses (conditions precedent) have been removed and obtain confirmation. If the purchaser will not be able to have them removed by the specified time, advise the client of risks of anticipatory breach and obtain instructions to try to negotiate an extension. Consider whether it is necessary to maintain or waive a term that time is of the essence.	☐
6.8	Get confirmation from the real estate licensee as to commission, deposit, and balance of commission. Arrange for the balance of deposit, if any, to be forwarded by the licensee in accordance with the terms of the agreement reached by the vendor and purchaser.	☐
6.9	Where there are restrictive covenants, statutory building schemes, or land use contracts on title, obtain confirmation of compliance with their terms, if so instructed.	☐
6.10	Financing:	☐
	.1 Where the purchaser is to assume a mortgage or other charge:	
	(a) Determine if the mortgage is assumable without the consent of the lender.	
	(b) If necessary, obtain consent of the lender to assume the mortgage.	
	(c) Request the mortgage assumption statement from the lender.	
	Note: Where acting for the vendor, request a release from the personal covenant pursuant to *Property Law Act*, ss. 20 to 22.	

	(d) Point out to the purchaser when reviewing mortgage that, should the purchaser ever sell, they should remember to consult a lawyer to ensure they are released from their personal covenant (*Property Law Act*, ss. 20 to 24).	
	(e) Consider holdback for any final payments not yet confirmed.	
	.2 Where the purchaser is not assuming a mortgage and the purchaser's lawyer is attending on discharge of the existing mortgage, obtain payout information to determine whether the balance exceeds sale proceeds (particularly in the case of a non-resident vendor where a holdback may be required). If the standard contract of purchase and sale is used, it provides that the vendor's lawyer is to clear title using sale proceeds. Confirm undertakings, comply with those set out in the contract (CBA standard undertakings). If the contract contains no provisions for clearing title on undertakings, ascertain whether the vendor can clear title without sale proceeds. If not, the vendor may be in breach and purchaser should be advised on options/risks of clearing title on undertakings. Consider with the client: (a) clearing title yourself, (b) splitting cheques to the vendor with one payable to the prior lender, and (c) one cheque to the vendor and all applicable forms of undertaking. Then negotiate the closing procedure with the vendor, based on the client's instructions.	
	The CBA standard undertakings require that the vendor's lawyer provide the buyer's lawyer with evidence of payout to a lender. These undertakings are specifically referred to in the BCREA/CBA standard contract. However, they may not comply with the terms of a different form of the contract.	
	Note that s. 72(3) of the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 (the "*BPCPA*"), stipulates that a credit grantor/lender must not accept any amount for the provision of a mortgage discharge to a borrower that exceeds the maximum amount prescribed.	
	The current maximum amount is $75 (Disclosure of the Cost of Consumer Credit Regulation, B.C. Reg. 273/2004, s. 16). The B.C. Financial Institutions Commission's interpretation of s. 72 of the *BPCPA* is that other costs can be charged over and above the $75 discharge fee so long as they are itemized: Information Bulletin MB 07-003 (January 31, 2007), www.bcfsa.ca. It is common practice for private lenders to add the legal costs they incur for the preparation and execution of the discharge. Separate charges for preparation of the payout statement are unusual because they are usually prepared in-house; arguably, if a lender requires the services of an accountant or other professional to prepare the payout statement, this cost could be added. The lawyer should advise the borrower to review the payout statement to confirm whether the additional costs are legitimate costs incurred by the lender to provide the discharge.	

	.3 Where the purchaser is obtaining a new mortgage, ensure the contract permits closing on undertakings or that the purchaser has interim financing to be able to tender full purchase price *before* the mortgage is registered. Otherwise, advise the client of risks (anticipatory repudiation) and seek instructions to negotiate an agreement with the vendor to close on undertakings (consider *Norfolk v. Aikens*). See the MORTGAGE PROCEDURE (F-2) and MORTGAGE DRAFTING (F-3) checklists.	
6.11	Arrange for insurance if so instructed; otherwise, get the binder, cover note, or policy from client, if needed. Check proper names, legal description and civic address, amount, effective date, correct loss payee, and any other mortgage lender's requirements.	☐
6.12	Obtain information on existing tenancies, including the names of tenants, original date of occupation, rental amounts (including date of last rental increase), security deposits (amount and date delivered), present status of payment, and copies of any tenancy agreements.	☐
SL 6.13	Where purchase is of a strata lot:	☐
	.1 Obtain information from the strata corporation (much of which is required pursuant to *Strata Property Act*, s. 59, under the Form B—Information Certificate), including:	
	(a) the most recent depreciation report (if any),	
	(b) confirmation that strata fees, special levies, and fines have been paid to date,	
	(c) the amount of monthly strata fees,	
	(d) any special levies proposed,	
	(e) budget and anticipated shortfalls,	
	(f) the amount of contingency reserve fund,	
	(g) any bylaw amendments proposed or passed but not yet registered in the LTSA,	
	(h) any notices calling for a meeting and any special resolutions proposed to be dealt with,	
	(i) any lawsuits, *Civil Resolution Tribunal Act*, S.B.C. 2012, c. 25 claims or proceedings, arbitration proceedings, judgments, or court orders,	
	(j) a copy of the strata management agreement,	
	(k) parking and storage unit particulars, and	
	(l) insurance particulars.	
	Note: It is very common for smaller strata corporations such as duplexes and triplexes not to be in compliance with the *Strata Property Act*, and the purchaser should be advised regarding the risk.	

	.2 Obtain a Form F—Certificate of Payment and a Form B—Information Certificate.	
	.3 The strata corporation will have insurance; contact the real estate licensee and request that the purchaser be identified on the policy (though this request is often refused); get written confirmation (note that this insurance does not cover personal property).	
6.14	For non-resident vendors, calculate the *Income Tax Act*, s. 116 holdback and determine who will hold the funds and, if necessary, on what undertakings. Advise that the application for clearance certificate must be made within 10 days of the completion date.	☐
6.15	Preliminary report to the client:	☐
	.1 Advise the purchaser of the results of the above actions. Check that they understand the documents and information. Advise of any problems arising from the searches.	
	.2 Check that the purchaser has taken all steps required (e.g., if it was agreed that the purchaser would obtain insurance, survey certificate instead of title insurance, etc.). Discuss these matters with the purchaser.	
	.3 Check that the purchaser will be ready, willing, and able to complete on completion date, particularly where time is of the essence. Otherwise, seek an extension (after advising the client of the potential risk and obtaining client's instructions).	
	.4 Confirm with the purchaser the amount of money, in excess of anticipated net proceeds of a mortgage, needed to complete the transaction, including the property transfer tax.	
	.5 Inform the client of the form of payment required (e.g., certified cheque, bank draft). Cash is not recommended. If cash is accepted, it must be no more than $7,500 (Law Society Rule 3-59), and records must be kept in accordance with Law Society Rule 3-70.	

7.	**PRIOR TO COMPLETION**	
7.1	Obtain or prepare, where applicable:	☐
	.1 Freehold transfer (Form A) or, if applicable, agreement for sale (Form C).	
	.2 Mortgage documents (Form B); acknowledgment of the borrower (and covenantor or guarantor, if applicable) confirming receipt of standard or prescribed mortgage terms (specify) before or at the time of execution of the Form B, pursuant to *Land Title Act*, s. 229.	
	.3 Property Transfer Tax Return, and, if required, Additional Property Transfer Tax Return.	
	.4 Transparency Declaration and, if required, Transparency Report.	

	.5 Effective September 12, 2021, Web Filing via myLTSA will be mandatory for the vast majority of conveyancing matters. See https://help.ltsa.ca/myltsa-enterprise/web-filing. When the Web Filing form is generated, a timestamp is endorsed on both the Web Filing form and the printed execution copy to ensure that the execution copy is a true copy of the Web Filing form. Web Filing submissions will be randomly selected by LTSA for examination to ensure compliance with Part 10.1 of the *Land Title Act*. See: https://ltsa.ca/professionals/land-title-practice/quality-verification-program. Note the obligation to maintain the security of your digital signature, passwords, access phrases, and access numbers.	
	.6 Statements of adjustments for the purchaser and vendor, including: property taxes, GST on property, GST/PST on chattels, assumption of mortgages, utilities, rents, disposition of deposits and real estate commission, legal fees, builders lien holdback, or non-resident vendor holdback. PST/GST on services such as real estate commissions, surveys, and legal fees should be noted separately.	
	May also include confirmation of residency of the vendor. Ensure that notes to statement do not attempt to change deal or closing procedures. Be aware of *Fraser v. Gill* (1981), 32 B.C.L.R. 132 (S.C.), and *Norfolk v. Aikens*. The purchaser's notes to statement should also have direction to pay funds pursuant to statements of adjustment and any undertakings you anticipate giving the vendor. The vendor's notes to statement may include written authority to pay the vendor's lawyer in trust.	
	.7 Statutory declaration of the vendor's residency status, if not included in notes to statement of adjustments.	
	.8 Statutory declaration from vendor pursuant to the Vancouver Vacancy Tax (Empty Homes Tax) By-law (if applicable).	
	.9 Clearance certificate from Canada Revenue Agency, if the vendor is a non-resident and a holdback has not been arranged.	
	.10 Builders lien statutory declaration.	
	.11 In/out analysis (trust reconciliation statement), showing the source and application of funds.	
	.12 Bill of sale for any personal property.	
	.13 GST documents (either vendor's certificate of exempt transaction or purchaser's certificate of GST registered status, certificate for home buyer's rebate, any documents required for investor rebate).	

	.14 Discharges/releases of charges. Use Form C (Release) available through myLTSA. If the contract requires the vendor's lawyer to clear title with sale proceeds, obtain undertakings of the vendor's lawyer to do so in compliance with the contract. If the contract, the client's instructions, or both, require or permit the purchaser's lawyer to clear title, pay out and obtain discharges of mortgage and register (not necessarily in this order). For institutional mortgages, the practice is usually to pay out to the lender in trust and on condition of receipt of discharge; for non-institutional or private mortgages, do not pay out until receiving discharge (even if you must undertake not to register until the lender has received their funds).	
	Note that s. 72(3) of the *BPCPA* stipulates that a credit grantor/lender must not accept any amount for the provision of a mortgage discharge to a borrower that exceeds the maximum amount prescribed. The current maximum amount is $75 (Disclosure of the Cost of Consumer Credit Regulation, B.C. Reg. 273/2004, s. 16), although the B.C. Financial Institutions Commission's interpretation of s. 72 of the *BPCPA* is that other costs can be charged over and above the $75 discharge fee so long as they are itemized. See also discussion at item 6.10.2, above.	
	.15 Application for state of title certificate.	
	.16 Duplicate certificate of title (if it has been withdrawn from the LTSA).	
	.17 Application for duplicate certificate of title, if the client requires it following closing.	
	.18 Power of attorney or representation agreement. If mortgage financing is involved, confirm that the lender will accept mortgage signed under a power of attorney or representation agreement. This should be done early, as financial institutions may not permit signing by an attorney or require further information; this could cause closing problems and delays. The Law Society Rules for client identification and verification will normally apply to both the donee and the donor of the power of attorney.	
	.19 Election and authorization letter where the client decides to complete in spite of a certificate of pending litigation (*Land Title Act*, s. 216).	
	.20 Authority to pay (either for mortgage or sale proceeds, as necessary).	
	.21 Corporate documents where a party is a corporation, which may include: resolutions of directors, resolutions of members if the property is the principal asset, opinion of counsel for the vendor, or, if the company is extraprovincial and not registered in British Columbia, proof of corporate existence (certificate of good standing).	
	.22 Declaration that there has been no spousal separation under the *Family Law Act* potentially triggering division of property.	

	.23 Assignments (e.g., of leases, contracts, tax appeals, parking stall and storage locker licences). Assignment of contract of purchase and sale if the purchaser identified on freehold transfer is different from the purchaser named on the contract. Note the restrictions on assignment of contracts of purchase and sale prepared by licensees under s. 8.2 of the Real Estate Services Regulation; obtain consent of the vendor.	
	.24 Insurance: policy, binder, or cover note.	
	.25 Survey certificate or title insurance, if required.	
	.26 Written warranty that suites are legal.	
	.27 Estoppel certificate from tenants, if permitted by terms of purchase agreement.	
	.28 Notice to tenants to pay rents to the purchaser. (Confirm with purchaser how rents are to be paid.)	
	.29 Cancellation of marriage/separation agreement where notice is filed at the LTSA.	
	.30 Undertakings with the vendor's lawyer and the lender's lawyer. Are they consistent with the retainer? With the terms of the contract? Has your client been advised of the relevant risks associated with their use? Can you comply with them? Can the vendor's or the lender's lawyer comply with theirs? (Note *BC Code*, rule 7.2-13 regarding deemed undertakings in real estate transactions.)	
	.31 Application form (Form 17 of the LTSA).	
SL	.32 Where the purchase is of a strata lot, you also need:	
	(a) Form F—Certificate of Payment (*Strata Property Act*, s. 115).	
	(b) Form B—Information Certificate (*Strata Property Act*, s. 59).	
	(c) Builders lien declaration.	
	(d) If the strata lot is to be leased to purchaser's tenant, Form K—Notice of Tenants' Responsibilities (*Strata Property Act*, s. 146).	
7.2	Review all documents:	☐
	.1 Ensure that all items on Form A are completed.	
	.2 Check that names, addresses, and occupations match on documents, search, and instructions. Check that the title interest corresponds to instructions (e.g., tenants in common). All postal codes must be included.	
	.3 Check that the legal description matches on documents and search.	
	.4 Check that provisions match in the documents, purchase contract, and instructions.	

	.5 Check the legal description in documents. You should include reference to all encumbrances and endorsements on the search, except those to be discharged by the vendor.	
	.6 Check that holdbacks are accounted for in the statement of adjustments.	
	.7 Check that the statements of adjustments balance.	
	.8 Check that the incorporation or registration number and address of companies have been inserted.	
	.9 Check that all copies of documents are identical to originals.	
7.3	Review and confirm funding: confirm that funds in trust match the balance on the statement of adjustments, review in/out analysis, check that any funds to be advanced subsequent to the application to register the mortgage are available and that all conditions precedent to the advance have been met; check that proper directions to pay are obtained. Verify the status of all funds before proceeding.	☐
7.4	Execution of land title documents by purchaser:	☐
	.1 Explain documentation and the effect of executing a Form B mortgage, and go over the statement of adjustments.	
	.2 Execute documents. For a client executing land title documents, review and keep a copy of government-issued photo identification. Bear in mind provisions of *Land Title Act*, Part 5, ss. 41 to 48. Check that documents are executed, dated, and either certified by an officer or supported by an affidavit of execution. Be careful as to the nature and extent of any assurance sought by a lender or its lawyer, as lawyers for borrowers are increasingly being asked to go beyond the officer certifications contained in *Land Title Act*, ss. 41 to 48. For a corporation, you may need additional documentation to verify identity.	
	.3 Obtain the certified cheque or bank draft for the amount required to complete the purchase or consider obtaining the funds by electronic transfer.	
7.5	Deposit funds in trust account.	☐
7.6	Make copies of all documents.	☐
7.7	Forward the documents, including the electronic Form A, to the vendor's lawyer by e-mail, fax, or courier. Request return of the documents.	☐
7.8	When forwarding documents to the vendor's lawyer, establish appropriate undertakings (if permitted by contract or prior advice to, and agreement from, the client, followed by negotiated agreement with the vendor or their lawyer, or both).	☐
7.9	If the documents are sent by email, the vendor's lawyer prints a copy of the Form A and has the paper forms properly executed. Bear in mind provisions of *Land Title Act*, Part 5, ss. 41 to 48.	☐
7.10	Establish appropriate undertakings with the lender's lawyer and arrange for concurrent registration.	☐

7.11	Check that any problems that have arisen with respect to the purchase contract have been either resolved or waived by the purchaser.	☐
7.12	Check that the conditions of the client's obligation to complete have been satisfied.	☐
7.13	Check that all documents have been received back from the vendor's lawyer. Ensure that:	☐
	• all documents are dated and duly executed in registrable form;	
	• no changes have been made;	
	• documents are signed in dark ink;	
	• certifications include the officer's full name, address, and professional capacity; and	
	• the full name of the authorized signatory of a corporation is printed below their signature and, if the document is not witnessed, that there is an affidavit of execution.	
	Bear in mind provisions of *Land Title Act*, Part 5, ss. 41 to 48.	⚡
7.14	The vendor's lawyer witnesses the vendor's signature to the paper forms in the traditional manner. The vendor's lawyer then returns the documents to the purchaser's lawyer by email, fax, or courier. If returning them by e-mail, the vendor's lawyer should insert witnessing particulars on the Form A. The purchaser's lawyer incorporates their digital signature (based on a digital signing certificate obtained from the Law Society) into the Web Filing form once they have possession of the originally signed paper document or a copy of that document (i.e., a faxed copy or a PDF emailed copy). This digital signature certifies that the purchaser's lawyer has in their possession a signed execution copy of the form.	☐
	Note the obligation to maintain the security of the digital signature. Password entry is required each time a lawyer signs an electronic document. The offence provision under s. 168.7(2)(a) and (b) of the *Land Title Act*, the Juricert terms and conditions, and Law Society Rules 3-64.1(6) and 3-96.1, and *BC Code*, rule 6.1-5 prohibit lawyers from permitting others to use their personalized encrypted electronic access to register documents or from disclosing to others, including support staff, the password, access phrase, or access number. See also the Law Society's Discipline Advisory of October 2, 2015 (note that the relevant Rules have changed since this Discipline Advisory was issued).	⚡
7.15	If an affidavit of execution is taken before a foreign notary, check that the notary has affixed their seal to the affidavit; if sworn in the U.S., ensure that the expiry date of the notary's appointment is included and that such date has not passed.	☐
7.16	Assemble registration documents, including conveyance documents, instructions for concurrent registration, and a copy of the initial search for agent to ensure there are no additional encumbrances since that time.	☐

7.17	Assemble electronic forms (Form A; Form B; Property Transfer Tax Return; declaration under *Strata Property Act* Form F, if required; and *Land Owner Transparency Act* declaration and, if required, report), and download to myLTSA on a "hold" or for a specified filing time. Where the purchase is of a strata lot, include Form F—Certificate of Payment, and ensure it is dated within 60 days of closing. A copy (fax copy) of the Form F is permissible with electronic filing.	☐
7.18	Review the timetable for completion.	☐
7.19	Request mortgage funds. Many mortgages require that the funds be requested a specified number of days in advance of the closing.	☐
7.20	Check that instructions to the land title agent, if used, are clear and correct. Number the documents in order of registration sequence. Note that electronic documents must be submitted in the prescribed order.	☐

8.	**CLOSING**	
8.1	Conduct a pre-application search of title to ensure that there is no change from the initial search.	☐
8.2	For electronic filing, once the purchaser's lawyer applies their digital signature, the forms can be submitted through myLTSA. When the forms are received by the LTSA, the submitter's myLTSA account is debited for registration fees, and property transfer tax is paid by an electronic funds transfer from a general or trust account. The forms are then electronically marked up, and an email is sent to the purchaser's lawyer providing the pending number.	☐
8.3	Conduct a post-application search of title to ensure no intervening encumbrances have been registered between the pre-application search and the time of application to register the conveyancing documents.	☐
8.4	Apply for a state of title certificate once any discharges of mortgage have been registered (or request state of title certificate with electronic registration), and, if instructed by client, for duplicate certificate of title. Do this in a timely manner, without delay.	☐
8.5	File personal property registry documents if necessary (e.g., the purchaser may require discharges or financing change statements for security interests in any chattels or fixtures included in the sale for which fixtures notices have been filed in the LTSA).	☐
8.6	Request and obtain funds from the lender's lawyer or the lender if the purchaser's lawyer is also acting for the lender. Ensure that funds requested accord with the lender's requirements.	☐
8.7	Make any required holdbacks (e.g., builders liens, non-resident vendor).	☐
8.8	Payout of funds. Note that if funds are advanced prior to confirmation of actual registration, there is a risk that a caveat or certificate of pending litigation could be filed while your registration is still pending. Report and advance funds:	☐

	.1 To the vendor (with undertakings to clear the mortgage if appropriate and if the vendor has agreed).	
	.2 To the real estate licensee if the commission exceeds the deposit held by the licensee.	
	.3 To discharge any mortgages that you have undertaken to discharge.	
	.4 To taxing authorities.	
	.5 GST, if required.	
	.6 To the strata corporation, if arrears of strata fees, special levies, or fines are to be paid.	
8.9	Prepare a statement of account.	☐
8.10	Report to the client, providing copies of all documentation. You may render your account at this time.	☐

9.	**POST CLOSING**	
9.1	Transfer funds from the trust account to pay fees and disbursements.	☐
9.2	Receipt from vendor's lawyer within five days of completion of evidence of payout of charge holders per CBA standard undertakings.	☐
9.3	Review the state of title certificate.	☐
9.4	Release any lien holdbacks 55 days after certificate of completion is issued, or pursuant to *Builders Lien Act*, s. 20(2) and a satisfactory lien search.	☐
9.5	Release any other holdbacks after appropriate confirmation.	☐
9.6	Provide the non-residency holdback to Canada Revenue Agency no later than the 30th day of the month following the month of closing, unless a clearance certificate for non-resident vendor is provided or authorization has been requested and received from Canada Revenue Agency to retain the non-residency holdback in trust.	☐
9.7	Obtain tax receipts.	☐
9.8	Send notices to holders of any mortgages assumed by the purchaser.	☐
9.9	Note Law Society Rules 3-95 and 3-96, which require a lawyer to report to the Law Society if a lender fails to deliver a discharge of mortgage within 60 days of payout of the mortgage or a lawyer fails to register a discharge within the 60-day period.	☐

	Also note that s. 72(3) of the *BPCPA* stipulates that a credit grantor/lender must not accept any amount for the provision of a mortgage discharge to a borrower that exceeds the maximum amount prescribed. The current maximum amount is $75 (Disclosure of the Cost of Consumer Credit Regulation, B.C. Reg. 273/2004, s. 16). The B.C. Financial Institutions Commission's interpretation of s. 72 of the *BPCPA* is that other costs can be charged over and above the $75 discharge fee so long as they are itemized. See also discussion at item 6.10.2, above.	☇
SL 9.10	Provide Form C—Mortgagee's Request for Notification to the strata corporation under *Strata Property Act*, s. 60, requesting notification of general meetings and money owing.	☐
9.11	Check that the balance of the trust account has been paid out.	☐
9.12	Send a final report to client, including state of title certificate, opinion on title, any original documents in the file, and a final statement of account (if not already sent). If the client requests a duplicate certificate of title, obtain receipt for delivery, or have the LTSA send it directly to the client. If acting for the lender, consider whether to advise lender to request certificate of charge.	☐
9.13	Pursuant to *Land Title Act*, s. 168.51, the registrar may require production of documents for inspection prior to final registration. While the documents are pending registration, the paper documents with the actual signatures should be retained to enable compliance with any inspection requests from the registrar before final registration of the electronic instrument. Once the documents are fully registered, the electronic instrument is conclusively deemed to be the original of the instrument under *Land Title Act*, s. 153.	☐
9.14	If applicable, update the client's transparency register.	☐

10.	**CLOSING THE FILE**	
10.1	Prepare a reporting letter and account as soon as practicable.	☐
10.2	Close file. See the CLIENT FILE OPENING AND CLOSING (A-2) checklist.	☐