

This Act has "Not in Force" sections.

See the Table of Legislative Changes.

PROPERTY LAW ACT
[RSBC 1996] CHAPTER 377

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Definitions

1 In this Act, the following words and phrases have the meanings assigned to them in the Land Title Act:

"charge" ;

"encumbrance" ;

"instrument" ;

"lease or agreement for lease for a term not exceeding 3 years where there is actual occupation under the lease or agreement" ;

"owner" ;

"register" ;

"registered owner" ;

"registrar" ;

"statutory right of way" ;

"transfer" ;

"transferee" .

Rights in completing sale of land

2 In a contract for the sale of land and in an action on it, unless otherwise agreed, the rights and obligations of the vendor and purchaser are regulated by the following rules:

(a) recitals of facts, statements and matters, and descriptions of parties in instruments or statutory declarations over 20 years old at the date of the contract are, unless the contrary is proved, sufficient evidence of their truth;

(b) the inability of a vendor to give a purchaser a legal covenant to produce and furnish copies of documents of title is not an objection to the title if the purchaser has, on the completion of the contract, an equitable right to the production of the copies that affirmatively prove his or her title.

Summary application to court

3 (1) A vendor or purchaser of an interest in land may apply in a summary way to the Supreme Court about a requisition, an objection, a claim for compensation or any other question, relating to the contract, except a question affecting its existence or validity.

(2) The court must make the order it considers proper, by reference to a registrar or otherwise, and must order how and by whom the costs of the application will be paid.

Vendor to deliver registrable instrument

4 A person making an agreement, or assignment of an agreement, for sale of land, if the purchase price is payable by instalments or at a future time, must deliver to the person buying the land an instrument in a form, executed by the parties, that allows the title of the purchaser under the instrument to be registrable under the Land Title Act.

Transferor to deliver registrable instrument

5 (1) A person transferring land in fee simple must deliver to the transferee a transfer registrable under the Land Title Act.

(2) A person who, as landlord or intended landlord, makes a lease or agreement for a lease, other than a lease or agreement for a term not exceeding 3 years where there is actual occupation under the lease or agreement,

must, unless the contrary is agreed in it, deliver an instrument creating the lease or agreement to the tenant or intended tenant in form registrable under the Land Title Act.

Vendor or transferor to register own title

6 (1) A person who transfers land, or who makes an agreement, or assignment of an agreement, for the sale of land by which the purchase price is payable by instalments or at a future time, must register his or her own title in order that a person to whom all or part of the land is transferred and a person claiming under the agreement or assignment can register their instrument under the Land Title Act.

(2) An action must not be brought on the agreement or assignment referred to in subsection (1) by a person who fails to comply with this section.

Transferor to provide registrable description

7 (1) In this section, "transferor" includes a landlord obliged to deliver an instrument under section 5.

(2) A transferor, in an instrument executed by the transferor, or on the transferor's behalf, must describe the parcel of land intended to be transferred or otherwise dealt with, so that the title to the parcel is registrable under the Land Title Act.

(3) A transferor must also provide and deposit any further conveyance, other instrument or plan that is required by the registrar.

(4) If a transferor, after demand in writing, fails for 30 days to comply with this section, a person entitled or applying to be registered may obtain the necessary description or plan and, unless the parties have agreed otherwise, may recover the expense of obtaining them, including the expenses of a necessary survey, in a court of competent jurisdiction from the transferor.

Disposition of interests and rights

8 (1) The following interest and rights may be disposed of:

(a) a contingent, executory or future interest in land or a possibility coupled with an interest in land, whether or not the object of the gift, the limitation of the interest or the possibility is ascertained;

(b) a right of entry on land, immediate or future, vested or contingent.

(2) A right of entry affecting land, exercisable on breach of condition or for any other reason, may be made exercisable by any person and the persons claiming under the person.

(3) For the avoidance of doubt, the exercise of a right of entry under subsection (2) is subject to the Limitation Act.

Right of first refusal

9 A right of first refusal to land, also known as a right of refusal or right of pre-emption, created before or after this section comes into force is an equitable interest in land.

Certain interests prohibited or permitted

10 (1) An estate in fee simple must not be changed into a limited fee or fee tail, but the land, whatever form of words is used in an instrument, is and remains an estate in fee simple in the owner.

(2) A limitation which, before June 1, 1921, would have created an estate tail transfers the fee simple or the greatest estate that the transferor had in the land.

(3) This Act does not prevent the creation of a determinable fee simple or a fee simple defeasible by condition subsequent.

(4) A possibility of reverter or a right of entry for condition broken may be registered under the Land Title Act against the title to the land affected in the same manner as a charge.

Tenancy in common

11 (1) In this section, "transferred" includes a vesting by declaration of trust or order of court.

(2) If, by an instrument executed after April 20, 1891, land is transferred or devised in fee simple, charged, or contracted to be sold by a valid agreement for sale in which the vendor agrees to transfer the land to 2 or more persons, other than personal representatives or trustees, they are tenants in common unless a contrary intention appears in the instrument.

(3) If the interests of the tenants in common are not stated in the instrument, they are presumed to be equal.

Spouses separate

12 Spouses must be treated as 2 persons for the purposes of acquisition of land under a disposition made, or coming into operation, before or after this section comes into force.

Remedy of co-owner

13 In addition to the owner's other rights and remedies, an owner who, because of the default of another registered owner, has been called on to pay and has paid more than the owner's proportionate share of the mortgage money, rent, interest, taxes, insurance, repairs, a purchase money instalment, a required payment under the Strata Property Act or under a term or covenant in the instrument of title or a charge on the land, or a payment on a charge where the land may be subject to forced sale or foreclosure, may apply to the Supreme Court for relief under section 14 against the other registered owners, one or more of whom is in default.

Actions of account

13.1 (1) Actions in the nature of the common law action of account may be brought and maintained by one joint tenant or tenant in common against the other as bailiff for receiving more than comes to that person's just share or proportion, and against the executor or administrator of the joint tenant or tenant in common.

(2) The registrar or other person appointed by the court to inquire into the account

(a) may administer an oath and examine the parties touching the matters in question, and

(b) is entitled, for taking the account, to receive the allowance that the court orders from the party that the court may direct.

Court may order lien and sale

14 (1) On hearing an application under section 13, the court may do one or more of the following:

(a) order that the applicant has a lien on the interest in land of the defaulting owner for the amount recoverable under subsection (2);

(b) order that if the amount recoverable under subsection (2) is not paid by the defaulting owner, within 30 days after the date of service of a certified copy of the order on the defaulting owner or within another period the court considers proper, the defaulting owner's interest in the land be sold under the Supreme Court Civil Rules governing sales by the court;

(c) make a further or other order, including an order that the applicant may purchase the interest in the land of the defaulting owner at the sale.

(2) The amount recoverable by the applicant is the amount the defaulting owner would, at the time the application is made or repayment is tendered, have been liable to contribute to satisfy the defaulting owner's share of the original debt if it had been allowed to accumulate until that time.

(3) If there is a sale under this section, the transfer to the purchaser must be executed by the registrar of the court, and, on registration, passes title to the interest in land sold.

(4) Surplus money received from the sale must be paid into court to the credit of the defaulting owner.

Transfer of land by instrument

15 (1) Land may be transferred in freehold only by an instrument expressed to transfer the land, but it is not necessary to use the word grant or any other term of art.

(2) A transfer of land may pass the possession or right to possession without actual entry.

(3) This section is subject to the Land Title Act.

Execution without seal

16 (1) An instrument purporting to transfer, charge or otherwise deal with land or to transfer, release or otherwise deal with a charge need not be executed under seal.

(2) The fixing of a corporate seal to an instrument has the same effect as if the instrument were executed by an individual without a seal unless the provisions of the instrument, by express words or by necessary implication, include an intent by the parties to it that the instrument is to take effect as a deed.

Interpretation of an instrument

17 In a transfer, contract, will, court order and other instrument affecting land executed, made or coming into operation after October 30, 1979, unless the context otherwise requires,

(a) "month" means calendar month,

- (b) "person" includes a corporation,
- (c) the singular includes the plural and vice versa, and
- (d) the masculine includes the feminine and vice versa.

Rules for transfer and ownership to oneself

18 (1) A person may transfer land to himself or herself in the same manner as to another person, and, without restricting that power, a joint tenant may transfer his or her interest in land to himself or herself.

- (2) A trustee or personal representative may transfer land to himself or herself in his or her personal capacity.
- (3) A transfer by a joint tenant to himself or herself of his or her interest in land, whether in fee simple or by a charge, has and is deemed always to have had the same effect of severing the joint tenancy as a transfer to a stranger.
- (4) A registered owner may make a transfer directly to himself or herself jointly with another, and registered owners may make a direct transfer to one or more of their number either alone or jointly with another.
- (5) An owner in fee simple or an owner of a registered lease or sublease may grant to himself or herself an easement, a restrictive covenant, or a party wall agreement as defined in section 223.1 of the Land Title Act over land that he or she owns for the benefit of other land that he or she owns in fee simple, or of which he or she is the owner of a registered lease or sublease, but a grant under this subsection must be consistent with the interests held by him or her as grantor and grantee at the time of the grant.
- (6) A corporation that owns land in fee simple and is a member of the class of persons named in section 218 of the Land Title Act, may grant or reserve a statutory right of way over the land to itself.
- (7) Common ownership and possession of the dominant and servient tenements does not extinguish an easement.
- (8) Common ownership and possession of the burdened and the benefited land does not extinguish a restrictive covenant.
- (9) Common ownership and possession of the burdened and the benefited land does not extinguish a party wall agreement as defined in section 223.1 of the Land Title Act.

Words of transfer

19 (1) In the transfer of an estate in fee simple, it is sufficient to use the words "in fee simple" without the words "and his heirs".

- (2) A transfer of land to a person without words limiting the interest transferred, or to a corporation sole by his or her corporate designation without the words "successors" passes the fee simple or the greatest estate or interest in the land that the transferor has power to transfer, unless the transfer expressly provides that a lesser estate or a particular interest is being transferred.
- (3) A voluntary transfer need not be expressed to be for the use or benefit of the transferee to prevent a resulting trust.
- (4) Subsections (1) and (2) do not prevent an instrument from operating by way of estoppel.

Definitions

20 (1) In this section and sections 21 to 24, "agreement for sale" means an agreement for sale as defined in section 16 (1) of the Law and Equity Act.

(2) In sections 23 and 24, "residential mortgage" or "residential agreement for sale" means a mortgage or agreement for sale, registered against the residence where the borrower resides, that was granted, entered into or assumed for the purpose of permitting the borrower

- (a) to acquire the residence,
- (b) to make improvements to the residence,
- (c) to make expenditures for family or household purposes, or
- (d) to refinance for any of the purposes referred to in paragraphs (a) to (c).

(3) In subsection (2), reference to the borrower is a reference to

- (a) the mortgagor or purchaser under the agreement for sale, or
- (b) if the mortgage has been assumed or the purchaser's interest in the agreement for sale has been transferred, the person who assumed the mortgage or the person to whom the purchaser's interest was transferred.

(4) A reference in sections 23 and 24 to the "personal covenant" or "covenants" is deemed to be a reference to all covenants, terms and conditions in the mortgage or agreement for sale, and where those sections

provide that liability in respect of the personal covenant or covenants ceases, liability ceases with respect to all those covenants, terms and conditions in the mortgage or agreement for sale.

Implied covenant in a mortgage or agreement for sale

21 (1) In an instrument transferring

(a) an estate in fee simple in land subject to a mortgage, or

(b) the purchaser's interest in an agreement for sale

that is entered into or made after November 30, 1988, there is implied, unless the parties have otherwise agreed in writing, a covenant by the transferee with the transferor to make payments under the mortgage or agreement for sale in accordance with its terms, and to indemnify the transferor against liability to pay the principal sum, interest, any other money secured and liability on any express or implied covenants of the mortgagor or purchaser.

(2) If, in a transfer of an interest referred to in subsection (1),

(a) the amount secured by the mortgage or agreement for sale was not credited to the transferee in calculating the net proceeds payable on completion of the transfer, or

(b) the transfer is in substance a gift,

the obligation to pay and indemnify under subsection (1) does not arise.

Direct action against current owner

22 (1) In this section, "current owner" means

(a) the current registered owner in fee simple of land whose title was acquired subject to a mortgage, or

(b) if the purchaser's interest under an agreement for sale has been transferred, the current registered owner of that interest.

(2) A person who, under a mortgage or agreement for sale, is liable, or has been required to indemnify a person who is liable, is entitled to recover the amount of his or her liability from the current owner.

(3) A mortgagee or vendor under an agreement for sale is entitled to

(a) recover from the current owner any amount due and owing under the mortgage or agreement for sale, and

(b) enforce, against the current owner, all covenants, terms and conditions in the mortgage or agreement for sale

as though the current owner had entered into those covenants to make payments or to observe or perform the covenants, terms and conditions referred to in paragraph (b).

(4) Subsections (2) and (3) do not apply if the current owner establishes that the current owner, or a person from or through whom the current owner derived his or her right or title to the property, was not

(a) obligated to indemnify his or her transferor, or

(b) directly liable to the mortgagee or vendor

in respect of the liability under the mortgage or agreement for sale.

(5) The liability of a current owner under subsections (2) and (3) is limited to that amount that the current owner is under an obligation to pay or indemnify his or her transferor in respect of liability under the mortgage or agreement for sale.

(6) This section does not abrogate any rights or remedies that a mortgagee, a vendor under an agreement for sale or a person with a right of indemnity may otherwise have or pursue.

Extinguishment of liability under the personal covenant

23 (1) Despite section 21 (1), a person who

(a) transfers an estate in fee simple in land subject to a residential mortgage, or

(b) transfers a purchaser's interest under a residential agreement for sale,

ceases to be liable under the personal covenant in the mortgage or agreement for sale, unless the mortgagee or vendor under the agreement for sale gives, within 3 months after the existing term has expired, written notice to the person, making a demand for payment of the sum secured.

(2) Subsection (1) applies despite any provision of the mortgage or agreement for sale that provides that all amounts outstanding at the end of the term are payable without a demand.

(3) Despite section 21 (1), a person who

(a) transfers an estate in fee simple in land subject to a residential mortgage that is, under the terms of the mortgage, payable on demand, or

(b) transfers a purchaser's interest under a residential agreement for sale that is, under the terms of that agreement, payable on demand,

ceases to be liable under the personal covenant in the mortgage or agreement for sale, unless the mortgagee or vendor under the agreement for sale gives, within 3 months after that mortgagee or vendor has received written notice from the person of the transfer, written notice to the person, making a demand for payment of the sum secured.

(4) A waiver of the benefit contained in subsections (1) and (3) is of no effect unless it is entered into by the original parties to the mortgage or agreement for sale after the transfer or assignment referred to in subsections (1) and (3).

No personal liability if new purchaser approved by lender

24 (1) Despite section 21 (1), if a mortgagee under a residential mortgage or a vendor under a residential agreement for sale gives written approval under this section to a person to whom

(a) the mortgagor transfers an estate in fee simple in land subject to the mortgage, or

(b) the purchaser transfers his or her interest in the agreement for sale,

that mortgagor or purchaser ceases to be liable on all covenants contained in the mortgage or agreement for sale.

(2) A mortgagor or purchaser under an agreement for sale who wishes to obtain approval for the purposes of subsection (1) must, not later than 3 months after the transfer, make a request to the mortgagee or vendor.

(3) The mortgagee or vendor may require the person seeking approval to provide

(a) reasonable financial information respecting the transferee or proposed transferee, and

(b) a reasonable fee to cover the costs of obtaining a credit report and handling costs.

(4) A mortgagee or vendor under an agreement for sale must not unreasonably refuse to grant his or her approval under this section.

(5) If a mortgagee or vendor under an agreement for sale fails to give approval under this section, the mortgagor or purchaser may, by way of a petition proceeding or, if Rule 17-1 of the Supreme Court Civil Rules applies, a requisition proceeding, apply to the Supreme Court, and the court may, if it finds that the approval has been unreasonably withheld, grant the approval, and that approval is valid as though it were given by the mortgagee or vendor.

Benefit of restrictive covenant

25 If the benefit of a restrictive covenant about building on or the use of land is annexed or purports to be annexed by an instrument to other land, the benefit, unless expressly agreed otherwise, is deemed to be annexed to the whole and to each and every part of that other land capable of benefiting from the restrictive covenant.

Power to subdivide and dedicate

26 If an instrument gives a personal representative or a trustee, or a power of attorney gives an attorney, power to dispose of land, that person may, unless the instrument or power expressly precludes it, subdivide the land and dedicate to the public a part of it necessary to obtain the approval of the approving officer under the Land Title Act, and to complete the subdivision.

Attorney cannot sell to himself or herself

27 A sale, transfer or charge to or in favour of himself or herself by an attorney named in a power of attorney, of land owned by the principal and purporting to be made under the power of attorney, is not valid unless the power of attorney expressly authorizes it or the principal ratifies it.

Validity of sale, transfer or charge by attorney to self

27.1 (1) In this section:

"agreement" means an enduring power of attorney made under Part 2 of the Power of Attorney Act;

"attorney" means a person named in an enduring power of attorney as an attorney.

(2) A sale, transfer or charge to or in favour of an attorney by the attorney of land owned by the adult who made an agreement, and purporting to be made under the agreement, is not valid unless the sale, transfer or charge is expressly authorized by that agreement.

Further advances by mortgagee

28 (1) In this section, "further advance" includes a first advance.

(2) Despite the Land Title Act, after October 30, 1979, further advances made by a registered owner of a mortgage contemplated by and in accordance with the mortgage rank in priority to mortgages and judgments registered after his or her mortgage was registered if

(a) the subsequent registered mortgagees or judgment holders agree in writing to the priority of the further advances,

(b) at the time the further advances are made, he or she has not received notice in writing of the registration of the subsequent mortgage or judgment, from its owner or holder,

(c) at the time the further advances are made, the subsequent mortgage or judgment has not been registered, or

(d) the mortgage requires him or her to make the further advances.

(3) If a mortgage is expressed to be made to secure a current or running account, it is not deemed to have been redeemed merely because

(a) advances made under it are repaid, or

(b) the account of the mortgagor with the mortgagee ceases to be in debit,

and the mortgage remains effective as security for further advances and retains the priority given by this section until the mortgagee has delivered a registrable discharge of the mortgage to the mortgagor but, if the mortgagor is not indebted or in default under the mortgage, the mortgagee must, on the mortgagor's request and at the mortgagor's expense, execute and deliver to the mortgagor a registrable discharge of the mortgage.

(4) Except as provided in this section, a right to tack in respect of mortgages of land is abolished but priority acquired before October 31, 1979 for further advances under a mortgage is not affected.

(5) This section applies to mortgages of land made after October 30, 1979.

Mortgage subject to registered interests

29 A registered owner in fee simple whose title is subject to a registered right or option to purchase, or a registered owner of a right to purchase who has created or given a subright to purchase that is registered, unless otherwise expressly agreed in the instruments creating the right, option or subright, may mortgage his or her interest in the land, subject to the prior registered interests.

Effect of mortgage by purchaser

30 Until it is discharged, a mortgage by a purchaser or subpurchaser of his or her interest under an agreement for sale of land or subagreement for sale of land charges the present and future interest in land acquired by him or her under the agreement or subagreement, unless otherwise expressly provided in the mortgage.

Consolidation of mortgages

31 (1) A mortgagor seeking to redeem a mortgage of property is entitled to do so without paying money due under a separate mortgage made by the mortgagor or by a person through whom the mortgagor claims, solely charging property not comprised in the mortgage the mortgagor seeks to redeem.

(2) This section is subject to a contrary intention expressed in the mortgages or any of them and does not apply if all the mortgages were made before October 31, 1979.

(3) Except as provided in this section, the doctrine of consolidation is abolished.

Enforcement of personal covenant

32 After the making of an order absolute for foreclosure or for cancellation of an agreement for sale, a mortgagee or vendor

(a) has no right to enforce the personal covenant of the mortgagor or the purchaser to pay, and

(b) may not issue execution on a judgment taken on the covenant to pay unless by process of law the order absolute is set aside or reopened.

Statement from mortgagee

33 (1) Despite an agreement to the contrary, a mortgagor is entitled to receive from a mortgagee, on written request delivered to the mortgagee,

(a) a statement of the amount payable under the mortgage to obtain its discharge, and if appropriate, of the amounts of principal, interest, any other sums payable and any cost of the discharge,

(b) a statement of the balance payable under the mortgage on a date stated in the request, with particulars of the amounts of principal remaining unpaid, interest due and accrued and any other sums secured by the mortgage, and

(c) if the mortgagor is entitled to a discharge, a discharge of the mortgage executed in a form registrable under the Land Title Act and otherwise a statement in writing of the terms on which the mortgagee will give a discharge, including, if appropriate, particulars of the money payable for principal, interest and any other sums.

(2) The mortgagee's statement must be given free of charge.

Right to enter and repair

34 (1) The owner of a dwelling house on one parcel of land may apply to the Supreme Court for an order permitting the owner to enter adjoining land to carry out repair or work if

(a) the dwelling house is so close to the boundary of the other parcel that the owner of the dwelling house cannot repair or work on the part of the dwelling house that adjoins the boundary without entering the adjoining land, and

(b) the consent of the owner of the adjoining land to the entry is refused or cannot reasonably be obtained.

(2) An order under subsection (1) must state the following:

(a) the period of time and purpose for the permission;

(b) that the owner of the dwelling house must compensate the adjoining owner for damage caused by the owner of the dwelling house or the owner's servants, agents and contractors, in an amount to be determined by the court if the owners cannot agree;

(c) other terms the court considers reasonable.

Court may modify or cancel charges

35 (1) A person interested in land may apply to the Supreme Court for an order to modify or cancel any of the following charges or interests against the land, whether registered before or after this section comes into force:

(a) an easement;

(b) a land use contract;

(c) a statutory right of way;

(d) a statutory building or statutory letting scheme;

(e) a restrictive or other covenant burdening the land or the owner;

(f) a right to take the produce of or part of the soil;

(g) an instrument by which minerals or timber or minerals and timber, being part of the land, are granted, transferred, reserved or excepted.

(2) The court may make an order under subsection (1) on being satisfied that the application is not premature in the circumstances, and that

(a) because of changes in the character of the land, the neighbourhood or other circumstances the court considers material, the registered charge or interest is obsolete,

(b) the reasonable use of the land will be impeded, without practical benefit to others, if the registered charge or interest is not modified or cancelled,

(c) the persons who are or have been entitled to the benefit of the registered charge or interest have expressly or impliedly agreed to it being modified or cancelled,

(d) modification or cancellation will not injure the person entitled to the benefit of the registered charge or interest, or

(e) the registered instrument is invalid, unenforceable or has expired, and its registration should be cancelled.

(3) The court may make the order subject to payment by the applicant of compensation to a person suffering damage in consequence of it but compensation is not payable solely for an advantage accruing by the order to the owner of the land burdened by the registered instrument.

(4) The court must, as it believes advisable and before making an order under subsection (2), direct

(a) inquiries to a municipality or other public authority, and

(b) notices, by way of advertisement or otherwise, to the persons who appear entitled to the benefit of the charge or interest to be modified or cancelled.

(5) An order binds all persons, whether or not parties to the proceedings or served with notice.

(6) The registrar, on application and the production of an order made or a certified copy of it must amend the registrar's records accordingly.

Encroachment on adjoining land

36 (1) For the purposes of this section, "owner" includes a person with an interest in, or right to possession of land.

(2) If, on the survey of land, it is found that a building on it encroaches on adjoining land, or a fence has been improperly located so as to enclose adjoining land, the Supreme Court may on application

(a) declare that the owner of the land has for the period the court determines and on making the compensation to the owner of the adjoining land that the court determines, an easement on the land encroached on or enclosed,

(b) vest title to the land encroached on or enclosed in the owner of the land encroaching or enclosing, on making the compensation that the court determines, or

(c) order the owner to remove the encroachment or the fence so that it no longer encroaches on or encloses any part of the adjoining land.

Damages for loss of bargain due to defective title

37 A court may award damages for loss of a bargain against a person who cannot perform a contract to dispose of land because of a defect in the person's title.

Effect of merger on subleases

38 (1) If a reversion expectant on a lease is surrendered or merged, the interest which as against the lessee confers the next vested right to the land is deemed the reversion for the purposes of preserving the same incidents and obligations as would have affected the original reversion had it not been surrendered or merged.

(2) This section applies to surrenders or mergers effected before or after this Act comes into force.

Citizenship

39 (1) A person who is not a Canadian citizen has the same capacity to acquire and dispose of land in British Columbia as if he or she were a Canadian citizen.

(2) A person must not be disturbed in the possession or precluded from the recovery of land in British Columbia merely because of the citizenship or lack of citizenship of some person from or through whom he or she may derive title.

Vendor disclosure

40 If a vendor of real property fails to provide a site profile to a purchaser under section 40 (6) of the Environmental Management Act, the purchaser may exercise any remedies under the common law or under the regulations.

Regulations for section 40

41 The Lieutenant Governor in Council may make regulations respecting the remedies of a purchaser under section 40.

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