



Agent Checklist for Buyers

This checklist is to supplement the strata related practice resources available at bcfsa.ca. The content of this checklist is split into 4 parts:

- Section 1: condominiums or townhouses,
- Section 2: bare land strata lots,
- Section 3: duplexes, triplexes,

GST will be applicable to new construction, properties used for commercial purposes (Airbnb, etc.,) being flipped, substantially renovated (rebuilt min. 95%,) new strata conversions, and bare land strata building lots sold by a company. Any doubt, please recommend legal advice. Generally recommended clause: The purchase price includes GST if applicable

As a buyer's agent please make sure that you have a clear and written understanding - preferably in a Buyer's Agency Exclusive Contract - with your buyers regarding:

1) What happens if the listing does not offer your expected commission rate.

Such cases include For Sale By Owners (FSBOs,) mere postings or 1% Realty type listings. Clarify with buyer which way they want you to handle it. Whether to skip such properties, try to get a fee agreement with the seller, or include a commission increase clause in the offer and Buyer pays the difference if seller declines to pay your expected rate of commission.

2) Who will assist the Buyer with analyzing the strata documents and financials.

The options are: only you personally (risky,) or in conjunction with other professionals such as Condo Clear or an appraiser at the client's cost. Explain and have your buyers sign the Letter of Understanding which makes it clear that the buyer should not solely rely on your interpretation and analysis of the strata documents.

Strata Verification Providers:

- **Condo Clear:** <https://condoclear.ca/>
- **Strata Reports:** <https://www.stratareports.ca/>



Section 1: Condominiums or Townhouses

- ☐ **Disclosure of Representation**
- ☐ **Privacy Notice & Consent**
- ☐ **Buyer Deal Breakers:**

Pet restrictions, age restrictions, smoking restrictions, no (covered) parking, no hardwood flooring, occupancy limit lower than (expected) size of family, etc. The strata Bylaws and rules always need to be checked carefully **in advance of showings!!**

Once a suitable place has been found, **include the following in the offer:**

- ☐ **Contract of Purchase and Sale** (WEBFORMS)
- ☐ **Strata Addendum I & II** (WEBFORMS)
- ☐ **Property Disclosure Statement** (Listing supplements in Matrix)
- ☐ **Common Property & Strata Lot Title Search** (Listing supplements in Matrix)

All pages must be numbered and included into one PDF document.

Discuss the following with your Buyer:

- ☐ **Offer Price**
- ☐ **Included items**
- ☐ **Completion, Possession & Adjustment dates**
- ☐ **Offer open until...**
- ☐ **Standard subjects** discussed and established
- ☐ **Check date of Form B.** If older than 2 weeks (check listing date or ask listing agent), then add the following term to the offer:

"The Seller shall provide the Buyer a Form B with a current issue date and a copy of the Schedule of Unit Entitlement within 4 days of acceptance"

- ☐ **Search Municipal Records:**

Ask the listing agent in writing whether the sellers had any correspondence - other than property tax issues - with the municipality since they became owners. Please note: All Listing Agents and all Buyers Agents must search municipal records without exception. MLS info may not be solely relied upon. Buyers submitting unconditional offers must be warned in writing of the potential risks of failing to search municipal records prior to entering into a binding contract.

- ☐ **Talk to neighbours of subject property:**

Talk to at least some of neighbours to find out about potential issues that may affect your client's use and enjoyment of the property but may not be found out from the strata documents.

- ☐ **Study and Understand the Strata Plan:**

Please study and fully understand the Strata Plan in order to competently answer questions about parking, storage, strata lots, common property and limited common property. Contact the L/A or your managing broker if you need clarification.

- ☐ **Check Measurements:**

Check the listing's area measurements against the strata plan. Floor plan measurements are notoriously incorrect, they may only be considered informal and should not be relied on.



Section 2: Bare Land Strata Lots

- ☐ **Disclosure of Representation**
- ☐ **Privacy Notice & Consent**
- ☐ **Buyer Deal Breakers:**

Pet restrictions, age restrictions, smoking restrictions, no (covered) parking, no hardwood flooring, occupancy limit lower than (expected) size of family, etc. The strata Bylaws and rules always need to be checked carefully **in advance of showings!!**

Once a suitable place has been found, **include the following in the offer:**

- ☐ **Contract of Purchase and Sale** (WEBFORMS)
- ☐ **Strata Addendum I & II** (WEBFORMS)
- ☐ **Residential Property Disclosure Statement** (Listing supplements in Matrix)
- ☐ **Strata Property Disclosure Statement** (Listing supplements in Matrix)
- ☐ **Common Property & Strata Lot Title Search** (Listing supplements in Matrix)

All pages must be numbered and included into one PDF document.

- ☐ **All other processes as in section 1**

Important differences from other strata types:

1. The **bare land strata plan will not show the outlines of residential houses located on individual strata lots**, although it will show the outlines of buildings that are common property such as a club house. If individual residential houses are shown, it may not be a bare land strata and the house exteriors may be common property for which the strata corporation is responsible.
2. If the bare land strata corporation has not filed a new schedule of bylaws or any bylaw amendment (please check the General Index) then the Schedule of Standard Bylaws applies. Often these strata corporations are run in a very casual manner and no one seems to consider the bylaw (or building scheme if any) restrictions even though they are legally enforceable. **Listing and buyers agents must not provide assurances to the contrary.**

Additional Due Diligence Considerations:

1. Finding out exactly what common property services and components the strata lot owners share. Recommend the buyer in writing to have the property boundaries, easements and statutory right of ways confirmed by a surveyor.
2. Treat the house and improvements on bare land strata lot as a single family home from due diligence perspective because the strata corporation will never fix or replace anything as that's the sole responsibility of the strata lot owner. Home inspection subject is essential to assess big ticket items such as home, septic system, well water quantity and quality inspections.



3. Bare land strata lots with houses sharing a wall on the property line will require a party wall agreement. Include in the offer:

"The Seller shall provide then Buyer a copy of an executed and filed Party Wall Agreement with the affected neighbor within ____ days of acceptance. This is a fundamental term of the contract."

If you don't see a party wall agreement on the title give reasonable time to the seller to have their lawyer draft and obtain one from the neighbor.

Section 3: Duplexes, Triplexes and Fourplexes

- ☐ **Disclosure of Representation**
- ☐ **Privacy Notice & Consent**
- ☐ **Buyer Deal Breakers:**

Pet restrictions, age restrictions, smoking restrictions, no (covered) parking, no hardwood flooring, occupancy limit lower than (expected) size of family, etc. The strata Bylaws and rules always need to be checked carefully **in advance of showings!!**

Once a suitable place has been found, **include the following in the offer:**

- ☐ **Contract of Purchase and Sale** (WEBFORMS)
 - ☐ **Strata Addendum I & II** (WEBFORMS)
 - ☐ **Strata Property Disclosure Statement** (Listing supplements in Matrix)
 - ☐ **Common Property & Strata Lot Title Search** (Listing supplements in Matrix)
- All pages must be numbered and included into one PDF document.
- ☐ **All other processes as in section 1**

Important differences from other strata types:

1. Suites in strata duplexes are always unauthorized and the listing must provide disclosure to that effect. Even if it does not, the buyer must be informed in writing that the suite is unauthorized, the plumbing and electrical systems within the suite were installed without permit.
2. In strata corporations of 4 strata lots or fewer all owners are on the strata council. The Seller and another owner can legally fill out and sign the Form B.



Additional Clauses for Strata Property

If **Tenancy assumed** by the buyer:

The Seller shall provide the Buyer within three days of acceptance a copy of the Residential Tenancy Agreement, last rent increase notice if any, and the move-in inspection report.

The Seller shall credit the Buyer with the Tenant's damage deposit plus applicable interest upon completion.

Under the Possession Date please note: **"Buyer assumes tenancy."**

If buyer wants the seller to give **3-month Notice to End Tenancy** to Tenant:

"The Parties agree that upon the Contract of Purchase and Sale becoming unconditional the Buyer shall request the Seller in writing to serve the Tenant a Three Month Notice to End Tenancy for Landlord's Use of the Property and the Seller warrants that such Notice shall be served promptly on the Tenant in compliance with the provisions of the Residential Tenancy Act."

Upon the contract becoming unconditional the buyer must give the seller a signed **Tenant Occupied Property (Buyers Notice to Seller for Vacant Possession)** form available at WEBFORMS

If buyer wants vacant possession and expect the seller to **"buy-out (cash for keys)"** the tenant:

"Subject to the Seller obtaining and providing the Buyer on or before January 15, 2025 a copy of an executed Mutual Agreement to End Tenancy having an effective move-out date of February 28, 2025 with the current Tenant. This condition is for the sole benefit of the Buyer."

This is a rather risky subject to include unless you had prior discussions with the L/A about the seller's willingness.

Special Levy clause to protect the buyer against special levies passed prior to completion:

"Notwithstanding Strata Contract of Purchase and Sale Addendum II. clause 11. and section 109 of the Strata Property Act the Parties hereby agree that Seller shall prepay the strata corporation upon completion in full for any and all special levies assessed on the property that are approved by the strata corporation prior to Completion regardless of the due and payable date for such special levies."



Special Levy Holdback clause if a proposed special levy resolution shall be voted on after completion (source BCFA):

The Buyer and the Seller hereby irrevocably direct the Buyer's Conveyancer to hold back a portion of the Purchase Price in the amount of \$____, (the "Holdback") until (date) (the "End Date"). The Buyer's Conveyancer will pay to the strata corporation, or applicable section, out of the Holdback any special levies (or similar levies charged by the strata corporation or applicable section) ("Levies") that are levied and payable after the Completion Date and before the End Date. On the End Date the Buyer's Conveyancer will pay any remaining balance of the Holdback to the Seller if the Levies are payable in full before the End Date. On the End Date the Buyer's Conveyancer will pay any remaining balance of the Holdback as follows:

- 1--to the Buyer, that portion of the remaining balance of the Holdback required to pay any portion of the Levies payable after the End Date; and
- 2--to the Seller, that portion of the remaining balance of the Holdback, if any, in excess of the amount required to pay any portion of the Levies payable after the End Date.

Other advance strata clauses the buyer may consider:

"Upon the Contract of Purchase and Sale becoming unconditional the Seller shall grant a Proxy without voting instructions to the Buyer for all General Meetings of the strata corporation that are held prior to Completion Date."

OR

"The Seller also warrants that copies of all written communication between the Seller and the strata corporation, including but not limited to letters, Strata Council Meeting Agendas and Minutes, General Meeting Notices and Minutes, bylaw infraction Notices or requests, shall be promptly delivered to the Buyer from Acceptance Date until Completion Date."

Strata Insurance Clause:

"Subject to: (A) the Buyer reviewing and approving the terms and rates of the strata corporation's insurance, including the premium amounts, deductible amounts, and coverage limits thereunder and the date of expiration of such policy or policies; and (B) the Buyer confirming the Buyer's ability to obtain personal strata owner insurance on terms satisfactory to the Buyer, including coverage for any owner's portions of deductibles payable under the strata corporation's insurance, in each case on or before _____. These conditions are for the sole benefit of the Buyer.

Immediately upon execution and delivery of this Contract of Purchase and Sale by all parties, the Seller or the Seller's agent, will obtain copies of the strata corporation insurance policy or policies, or a summary of coverages, a cover note or a binder in respect of same, and will immediately, upon receipt, deliver such document(s) or cause such document(s) to be delivered to the Buyer or the Buyer's agent."



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Agent Checklist - Strata Property



Appliances and fixtures working

Notwithstanding any other term of this contract the seller warrants that all included appliances and fixtures shall be in good working condition on Possession date.

Charges and Legal Notations on Property Title to be provided

The seller shall provide the buyer a copy of all non-financial charges and legal notations on the property's (common property and strata lot) title(s) within four days of acceptance.