

9§1(a)

CONDOMINIUM RESALE

(under subsection 76(1) of the *Condominium Act, 1998*)

- Complete the name of the corporation

..... CONDOMINIUM CORPORATION No. ....  
(known as the "Corporation")

certifies that as of the date of this certificate:

GENERAL INFORMATION CONCERNING THE CORPORATION

- Mailing address may be, but is not required to be, the same as the address for service

1. Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Address for service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of property manager: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number: \_\_\_\_\_

4. The directors and officers of the Corporation are:

Name	Position	Address	Telephone

It is suggested that the corporations will probably provide, where applicable, the addresses and telephone numbers of the management office rather than the personal information of the directors.

The certificate should be dated and signed by an officer of the corporation or specific officers of the corporation as the by-laws may require. The position of the officer should be given directly under his or her name and the corporate seal should be affixed over the signatures. If the corporate seal or the signatures are not affixed to the status certificate there may be some question as to whether a purchaser or mortgagee can rely on the information contained therein.

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COMMON EXPENSES

- Complete particulars of all units  
- Identify condominium plan

5. The owner of Unit(s) ..... Level(s) ..... (Suite number ..... address ..... ) of ..... Condominium Plan No. .... , registered in the Land Registry Office for the Land Titles (or Registry) Division of ..... IS

- Complete appropriate box

[ ] not in default in the payment of common expenses

OR

- Complete \$ amount

[ ] in default in the payment of common expenses in the amount of \$ ..... and a certificate of lien has/has not been registered against Unit(s) .... , Level(s) .....

The statement requires the corporation to indicate whether a particular unit or units is/are in default in the payment of common expenses and if so, the amount of default. Any arrears of common expenses, together with interest and any costs incurred should be payable to the condominium corporation out of the purchase monies unless the purchaser's solicitor receives a clear status certificate from the condominium prior to the closing. Arrears of common expenses are not personal and attach against the unit.

It is important to ensure that the status certificate include a reference to all the units the purchaser intends to acquire, whether residential, parking or locker units. Since parking and locker units may also have common expense assessments, these amounts should be separately indicated or the solicitor should ensure that the common expenses for all units owned by the vendor are included in the common expense amount shown.

- Complete \$ amount and dates  
- See clause 10

6. A payment on account of common expenses for the unit(s) in the amount of \$ ..... is due on the ..... day of ..... 20. . . . (the next payment date) for the period from the ..... day of ..... 20. . . . to the ..... day of ..... 20. . . . This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in clause 10.

This statement identifies the exact amount due for common expenses, the date when the next payment, after the status certificate is issued, is due and the time interval this payment covers.

- Complete \$ amount

7. The Corporation has the amount of \$ ..... in prepaid common expenses for the unit(s).

- Except - Complete particulars

8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit(s), except .....

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There are numerous sections of the *Condominium Act, 1998* which authorize the condominium corporation to add costs, which are deemed to be common expenses, to the unit. They are the following:

- s. 56(4), (5) As assessment against units for overcrowding.
- s. 56(1) Extended deductible recovery as in section 105(2) and (3) where there is damage to the owner's unit.
- s. 7(4)(a) Common expenses specified in the declaration.
- s. 92(3) Costs of repairs to units and common elements where an owner has an obligation to maintain and repair and/or the owner does not do it and the corporation does.
- s. 98(4) Costs, charges and expenses for non-compliance with an agreement allowing an owner to modify common elements.
- s. 125(7) The amounts of any deficiency between what the corporation agrees to sell property for and what is determined to be fair market value. The differential will be payable by the remaining owners to the dissenting owners as determined by the proportion of their common interests.
- s. 134(5) An order as to damages or costs against an owner or occupier of a unit, together with the excess amount that the corporation actually spent in obtaining the court order. The Act does not provide the same remedy for section 132 mediation/arbitration as it does for section 134(5).

There may also be provisions in the corporation's declaration that allow a condominium corporation to levy additional charges as common expenses.

BUDGET

- Strike out whichever is not applicable  
- Complete \$ amount

9. The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$. . . . . OR a deficit of \$. . . . .

This statement is intended to indicate the expected financial position of the corporation at the end of the current budget year and requires a dollar value for the expected surplus or deficit. This may be a difficult figure to determine and many condominium corporations use a percentage figure (%) in place of a dollar amount. The form, however, requires that an amount be included. If the corporation expects neither a surplus nor a deficit it should complete the form with a "NIL" response.

The significance of this information is directly related to the time of the year at which the information is obtained. If the corporation's fiscal year end is December and the status certificate is requested in February, the corporation will probably be unable to advise whether there will be a budget surplus or shortfall. If, however, the status

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certificate is requested in November, a much more accurate picture of the likelihood of and the amount of deficit or surplus should be available.

- Strike out whichever is not applicable

10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.

OR

- Complete the \$ amount of increase for the Unit and the reason for the increase

Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have been increased by \$ ..... per month because .....

This statement requires the corporation to disclose any increase in common expenses that have been "declared" by the corporation. This wording is intended to provide the board of directors with guidance as to the point in time at which information regarding increases in assessments needs to be disclosed and is in line with the case law on this issue.

Some corporations insert very general statements, which suggest that increases may occur at any time due to unanticipated utility increases. This is inadequate; particulars of potential increases should be explicitly given, if known, or the statement should be made without qualification. See *Stafford v. Frontenac Condominium Corp. No. 11* later in this heading.

- Complete appropriate box

11. Since the date of the budget of the Corporation for the current fiscal year, the board

[ ] has not levied any assessments against the unit(s) to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose

OR

- Set out the \$ amounts and the reason for the assessments

[ ] has levied the following assessments against the unit(s) to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose, in the amount of \$ ..... because .....

This statement requires that the corporation disclose any special assessments that have been "levied" by the corporation. This wording is intended to provide the board of directors with guidance as to the point in time at which information regarding increase in assessments for the reserve fund needs to be disclosed and is in line with the case law on this issue.

If the market is very active and a conditional offer is not possible, a purchaser's solicitor should attempt to draft the offer so that any special assessment levied is payable by the vendor and any lawsuits by or against the condominium corporation could, if they were significant, be a ground for terminating the agreement.

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- Except - complete particulars of any matters which might result in an increase/assessment

12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit(s) except .....

This statement requires the corporation to give particulars of any potential increase that it knows or, in the author's view, ought to know about, including the potential for expenses that are forthcoming, for example, as a result of engineering studies currently being conducted, even if no increase in common expenses or special assessment has been approved by the board.

RESERVE FUND

- Specify the \$ amount and a date no earlier than the end of a month within 90 days of the date of this certificate

13. The Corporation's reserve fund amounts to \$. .... as of the .... day of ..... 20.....

This statement is a requirement to give an exact dollar value of the total amount in the reserve fund as of the month end 90 days prior to the date the certificate is issued. There is no obligation to include the audited figures for the reserve fund.

- If a reserve fund study has been carried out

14. The most recent reserve fund study conducted by the board was a ..... (specify the class of reserve fund study) dated the ..... day of ..... 20..... and prepared by ..... (name of person who conducted the reserve fund study). The next reserve fund study will be conducted before the ..... day of ..... 20..... (the date by which the next reserve fund study must be conducted as required by the regulations).

- Strike out whichever is not applicable

OR

- If no reserve fund study has been carried out

A reserve fund study will be conducted before the ..... day of ..... 20..... (the date by which the reserve fund study must be conducted as required by the regulations).

The regulations specify what type of reserve fund studies must be carried out by a condominium corporation and with what frequency. See sections 27 to 33 of LGC Reg. 48/01 and Chapter 16.

- Where Notice under s. 94(9) is not sent to owners - Complete \$ amounts

15. The balance of the reserve fund at the beginning of the current fiscal year was \$ ..... In accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to the reserve fund in the current fiscal year is \$ ....., and the anticipated expenditures to be made from the reserve fund in the current fiscal year amount to \$ .....

- Strike out whichever is not applicable

The board anticipates that the reserve fund WILL / WILL NOT be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.

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- Where Notice under s. 94(9) is sent to owners  
- Include copy and mention in List of Agreements - see clause 33(c)

16. The board has sent to the owners a Notice dated the . . . . . day of . . . . . 20. . . . . containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding of the reserve fund has not been implemented because . . . . .

- Provide explanation

- Strike out whichever is not applicable

OR

- Explain why contributions are not in accordance with the contribution table; and

The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the Notice except . . . . .

- Strike out whichever is not applicable

This WILL / WILL NOT be addressed.

OR

- Complete particulars of the increase, if any, to the reserve fund

17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94(8) of the *Condominium Act, 1998*, for the future funding of the reserve fund except . . . . .

- If there is an increase, indicate the \$ amount for the unit(s) - see clause 16

The cost of any increase for the unit(s) referred to in this certificate will be \$ . . . . .

**This statement requires that the corporation indicate any plans it has to increase reserve fund contributions. The issues concerning the reserve funds and their adequacy is one of the most challenging. Evaluating the information provided by the condominium corporations will be difficult. Once this information has been delivered by a corporation, the vendor and the purchaser, depending on what is disclosed in the certificate, may need to consider whether any adjustment of the purchase price is necessary.**

**Section 95(3) does not permit the distribution of reserve funds to any owner except on termination of the corporation. The standard agreement of purchase and sale specifically provides that this amount is not to be adjusted on closing.**

LEGAL PROCEEDINGS, CLAIMS

- Except - give \$ amount of judgment and brief particulars

18. There are no outstanding judgments against the Corporation except . . . . .

**This statement requires that the corporation provide the amount of any judgment and the particulars thereof.**

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*- Except -  
complete particulars  
and the status of those  
proceedings to which  
the Corporation is a  
party*

19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal except .....

**This statement requires that the corporation provide a summary of the issues in each action, the date of commencement of the action, the identities of the parties to the action, the nature of the relief claimed in the action, and the present status of the action. A purchaser's solicitor should make inquiries if responses are not adequate on these items.**

A purchaser will want to be advised of any lawsuits that have been initiated by or against the corporation, so that an informed decision can be made whether to complete the purchase agreement. In order to protect the purchaser who wishes to proceed with the transaction from the consequences of legal proceedings that have been commenced by or against the corporation and from future judgments for litigation that commenced prior to the closing of the proposed purchase, the purchaser's solicitor should, where an amount is calculable,

- (a) seek an abatement in the purchase price;
  - (b) (i) insert a clause in which the vendor agrees either that the purchaser's solicitor can hold back the unit's proportionate share of the amount claimed plus interest and a reasonable amount for costs; or
  - (ii) obtain an indemnity for the purchaser from and against any and all special assessments or increases in common expenses, which may be levied to cover the cost of settlement of any such lawsuit or any judgments against the corporation;
- although (b)(ii) is far less satisfactory.

*- Except - complete  
particulars*

20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order except .....

**This statement requires that the corporation indicate whether an application to the Superior Court to amend a declaration and/or description has been initiated, but notice is NOT required of a resolution of the board of directors to seek to amend the declaration and/or description other than by court order.**

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- Except - complete particulars and the status of any claims that have been made

21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*, except .....

**This statement requires the corporation to disclose whether it has a claim outstanding under the Ontario New Home Warranties Plan Act. The Act provides that if the corporation is successful in recovering money from the Tarion Warranty Corporation, these monies can only be used to effect repairs and cannot be added to the reserve fund, as used to be the case when some corporations decided they would prefer to wait and do the work later, or in some cases not at all.**

- Complete appropriate box - Include copy and mention in List of Agreements - see clause 33(c)

22. There is currently:

no order of the Superior Court of Justice in effect appointing an inspector under section 130 or an administrator under section 131 of the *Condominium Act, 1998*.

**OR**

an order of the Superior Court of Justice in effect appointing an inspector under section 130 or an administrator under section 131 of the *Condominium Act, 1998*.

**This statement requires the corporation to indicate whether an inspector or administrator has been appointed. If so, a copy of the order must be included with the certificate and it must be mentioned in the list of documents forming part of the certificate.**

AGREEMENTS WITH OWNERS RELATING TO CHANGES TO THE COMMON ELEMENTS

- Strike out whichever is not applicable

23. The unit **IS / IS NOT** subject to any agreement under clause 98(1)(b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties **except** .....

- Except - complete particulars - Include copy and mention in List of Agreements - see clause 33(c)

**This statement requires that the corporation indicate if the unit is subject to a section 98 agreement. These agreements are required between the condominium corporation and the unit owner when the unit owner has been given permission to carry out alterations to the common elements. The agreement sets out the owner's responsibilities for the alterations, shifts the obligations with respect to the maintenance and repair of the alterations to the owner and allows the corporation to carry out any of the owner's obligations, if the owner fails to do so. The costs for doing so can be collected, by the corporation, as a common expense.**



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The agreement must be registered against title to the unit and is binding on successors in title. The agreement must be delivered with the status certificate.

For corporations that allowed changes to the common elements before May 2001, notification may be included in the status certificate that if a new owner does not sign a section 98 agreement, any existing alterations to the common elements may be removed.

LEASING OF UNITS

- Complete appropriate box

24. The Corporation

- Set out number of units for which copy of lease or summary of lease has been received

[ ] HAS NOT received Notice under section 83 of the *Condominium Act, 1998*

OR

[ ] HAS received Notice under section 83 of the *Condominium Act, 1998* and ..... Unit(s) was/were leased during the fiscal year preceding the date of this status certificate.

This statement is intended to let prospective purchasers know the number of non-owner-occupied units in the condominium. This type of disclosure may affect the value of units in a particular condominium if owner-occupied condominiums are viewed by the buying public as preferable.

SUBSTANTIAL CHANGES TO THE COMMON ELEMENTS, ASSETS OR SERVICES

- Except - give brief description and a statement of their purpose

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except.....

This statement responds to paragraph 15 of the Ontario Real Estate Board resale agreement. Paragraph 15 enables a prospective purchaser who has entered into a binding agreement to terminate the agreement if he or she is notified, prior to closing, that any of the statements in paragraph 15 have occurred. It does not, however, allow for termination if the condominium corporation levies a special assessment or is a party to, or contemplating, legal action. The purpose of making an offer conditional on receipt and review of the status certificate is to allow the purchaser an opportunity to examine it before committing to the purchase.

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INSURANCE

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

**This statement indicates that the corporation has the insurance coverage required by sections 99 to 106 of the *Condominium Act, 1998*.**

INFORMATION ON NON-STANDARD CONDOMINIUM CORPORATIONS

*- Condominiums that are not standard condominiums*

**27.-32. These clauses, set out below, deal with Phased, Common Elements, Vacant and Leasehold condominium corporations and do not apply to a Standard Condominium Corporation.**

**The following provisions are typically not included in certificates issued by Standard Condominium Corporations.**

PHASED CONDOMINIUM CORPORATIONS

27. The declarant has completed all phases described in the disclosure statement that the Corporation has received from the declarant under subsection 147(5) of the *Condominium Act, 1998* with respect to the phase that contains the unit.

*- Strike out whichever is not applicable*

**OR**

The declarant has not completed all phases described in the disclosure statement that the Corporation has received from the declarant under subsection 147(5) of the *Condominium Act, 1998* with respect to the phase that contains the unit.

28. The declarant does not own any of the units in the phases, including units that are part of the property designed to control, facilitate or provide telecommunications to, from or within the property.

*- Strike out whichever is not applicable*

**OR**

The declarant does not own any of the units in the phases, except for units that are part of the property designed to control, facilitate or provide telecommunications to, from or within the property.

**OR**

The declarant owns one or more of the units in the phases, but not units that are part of the property designed to control, facilitate or provide telecommunications to, from or within the property.

**OR**

The declarant owns one or more of the units in the phases, including one or more of the units that are part of the property designed to control, facilitate or provide telecommunications to, from or within the property.

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VACANT LAND CONDOMINIUM CORPORATIONS

*- Except - list which items, by reference to Schedule H, have not yet been completed, installed and provided*

29. If the Corporation is a vacant land condominium corporation, all buildings, structures, facilities and services shown in Schedule H to the declaration have been completed, installed and provided, **except . . .**

LEASEHOLD CONDOMINIUM CORPORATIONS

30. Name of lessor: .....  
Address: .....  
Telephone number: .....

31. The provisions of the leasehold interests in the property are in good standing and have not been breached.

*- Strike out whichever is not applicable*

**OR**

*- Provide details*

The provisions of the leasehold interests in the property are not in good standing and have been breached in the following ways: .....

*- Strike out whichever is not applicable*

32. The lessor **HAS / HAS NOT** applied under section 173 of the *Condominium Act, 1998* for an order terminating the leasehold interests in the property.

ATTACHMENTS

33. The following documents are attached to this status certificate and form part of it [see attachments below, as modified by the author]:

**This clause indicates what documents must be provided with the certificate, which documents must be listed in clause 33(c) and which documents must be both listed and provided with the certificate.**

CLAUSE 33 ATTACHMENTS

[complete the boxes with either an X if the document is attached or N/A if the document is inapplicable]

- (a)  A copy of the current Declaration, by-laws and rules;  
 An occupancy standard by-law;  
 A standard unit schedule, if the corporation was registered after May 5, 2001;
- (b)  The budget for the current fiscal year, the audited financial statements and the auditor's report;
- (c) List of Agreements:  
 (1) Management Agreement entered into by the Declarant Board [s. 111]

- (2) Agreements entered into by Declarant board before turnover, which are subject to termination [s. 112(2)] for (a) to (d):
    - (a) *For goods and services on a continuing basis*
    - (b) *Services and/or facilities on a fee-for-service basis*
    - (c) *Leases of common elements for a business purpose*
    - (d) *Insurance trust*
  - (3) Mutual-use agreements entered into by Declarant board before turnover [s. 113]
  - (4)\* All current agreements between the Corporation and another Corporation;
  - (5)\* All current agreements between the Corporation and the owner of the unit;
  - (6)\* A copy of an order appointing an inspector or administrator under section 130/131 of the Act;
  - (7)\* A copy of a **Notice of Plan** pursuant to section 94(8) of the Act;
- \* Indicates that the document must be both listed and delivered

- (d)  A Certificate of Insurance for each current insurance policy;

**For the following matters, the corporation must indicate if they are applicable and, if applicable, copies of the documents must be delivered with the certificate:**

- (e)  A copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;
- (f)  A copy of the schedule that the Declarant has delivered to the board setting out what constitutes a standard unit (*if any*) if there is no by-law of the Corporation establishing what constitutes a standard unit;
- (g)  A copy of all agreements, if any, described in clause 98(1)(b) of the *Condominium Act, 1998* that bind the unit;
- (h)  A copy of a **Notice of Plan** pursuant to section 94(8) dated the ..... day of ....., 20.... containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i)  A copy of the order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;

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- (j) A copy of the disclosure statement that the corporation has received from the declarant under section 147(5) of the Act with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;

[ONLY FOR LEASEHOLD CONDOMINIUM CORPORATIONS]

- (k) A copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;
- (l) A copy of unregistered renewal leasehold provisions, where the lease has been renewed but the amendment to the declaration has not yet been registered under section 174(8) of the *Condominium Act, 1998*.

RIGHTS OF PERSON REQUESTING CERTIFICATE

34. The person requesting this certificate has the following rights under subsections 76(7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in clause 33(c) above:

- (a) Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in clause 33(c) at a reasonable time and at a reasonable location.
- (b) The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this ..... day of ....., 20.....

..... Condominium Corporation No. ....

.....  
(signature)

.....  
(print name)

.....  
(signature)

.....  
(print name)

(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)