



Explanatory Form – Residential Resale Condominium Purchase Contract (Text Version)

Overview:

This explanatory form reflects information that is related to condominium property terms as included in the Residential Resale Condominium Purchase Contract. For a complete review of the purchase contract forms, this condominium specific information should be reviewed along with the Explanatory Form for the Residential Purchase Contract (PDF or Text Version).

Section 1 – The Property

This section follows the format of all purchase contracts when describing the “Property”. However, for condominium property, the terms “residential unit, parking unit and storage unit” differentiate between different types of titled property.

The terms “non-titled, assigned and leased” distinguish between titled units and non-titled areas.

Section 3 – General Terms

For seller due diligence - 3.1(h) (ii) regarding review of a Real Property Report (RPR) for the Property if the Property is a bare land unit. This advises the seller to do the review to ensure their Section 6 warranties are accurately made.

For buyer due diligence – 3.1(i) indicates the buyer may get inspections or advice on the condominium documents and the RPR for a bare land unit.

This contract is designed for resale condominium property. Therefore, 3.1(j) indicates that sections 12 and 13 of the Condominium Property Act (Alberta) relating to sale of units by developers and rescission of purchase agreement do not apply.

Section 8 - Conditions

8.1(b) specifies that the seller and buyer will pay for any costs related to their own conditions, except for the providing of documents in the Condominium Documents Condition. This serves to indicate that the provision of documents is to be done and paid for by the seller.

8.2(a) Condominium Documents

8.2(a)(i)(1)-(25) –shows a comprehensive list of documents with provision for “other” to allow for specific situations.



Condition Day

2016 clause 8.2(a)(iv) provides for a pre-arranged, optional extension of the buyer's Condition Day. This solves for the seller's refusal of an extension request. It also alerts the seller of the time consequence that will occur, should they fail to comply in providing the documents.

Costs to obtain the documents

The 2016 clause 8.2(a)(v) provides for two cost recovery options – from an adjustment on Completion Day or by invoice with a 30-day due date. Additionally, clause 8.2(a)(v) more accurately describes reasonable costs.

Section 9 – Attachments and Additional Terms

Clause 9.2 details the condominium contributions and fees. Titled unit contributions are described separately from other fees for non-titled, assigned or leased areas.

Section 10 – Closing Process

Clause 10.2 indicates that if the Property is a bare land unit, an RPR will be provided as a closing document.

Clause 10.4 deals with responsibility for payments of special assessment contributions based on when the resolution is passed.

Clause 10.6(b) indicates an estoppel certificate will be provided.

To ask a forms-related question, email AREA at forms@albertarealtor.ca