

# Purchasing a Condominium Consumer Tips

This publication is intended to provide general information only and is not a substitute for legal advice.

The *Condominium Property Act* and regulations affect condominium buyers, sellers and developers. This publication provides an overview of the key information that you need to be aware of when purchasing a new or converted condominium from a developer or purchasing a previously owned unit from its current owner. This publication focuses on the purchase of a residential condominium unit, and does not cover all the special circumstances or unique situations that can arise.

This publication reflects amendments to the *Condominium Property Act* and its regulations that came into force January 1, 2018 and April 1, 2018. Changes include increased information provided by developers to purchasers of newly built or converted condominium units, remedies for purchasers if the occupancy date is delayed, and better protection of purchasers' deposits.

## Information about the legislation

The *Condominium Property Act* and regulations establish the framework for the development, sale and operation of condominiums in Alberta. The legislation addresses the sale and purchase of condominiums, including:

- Definitions of types of units and types of property in the condominium complex.
- Requirements for developers to register a condominium plan and related documents.
- Disclosure documents that must be provided to purchasers of newly built condominiums and conversions.

- Protection of purchasers' deposits.
- Developers' documents that must be turned over to the elected board.

The legislation also addresses the rights and responsibilities of a unit owner, and the powers and duties of a condominium corporation. For further information, please refer to the publication "Owning a Condominium" which is available through the link to "Condominiums" on the Service Alberta website at <http://www.servicealberta.gov.ab.ca/housing-property-utilities.cfm>

For complete information, please refer to the Condominium Property Act and regulations. These documents are posted on the Alberta Queen's Printer website: <http://www.qp.alberta.ca/>.

Please see the [Resource and referral information](#) section of this publication for additional contact information.

## What is a condominium?

A condominium is a form of real property ownership that has two distinct parts: you own your condominium unit to which you get a title, and you also jointly own common property with the other unit owners in your complex.



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Purchasing a condominium is not the same as renting an apartment where all the duties and responsibilities of running the building are handled by the building owner and caretaker. In a condominium complex, ownership responsibilities belong to you and all the other unit owners in your condominium corporation.

Some examples of residential condominium units are apartment-style suites within a low-rise, mid-rise or high-rise building. Other complexes may contain detached, semi-detached or townhouse dwellings in a bare land condominium complex, or a mixture of housing styles.

Non-residential condominiums may be commercial or industrial outlets, resorts, marinas and other recreational spaces.

Mixed-use condominium complexes combine units that have more than one function. Many are built in the apartment style and may have retail or commercial units on the ground level or lower levels, with residential units on the upper floors. Other complexes, such as business parks, may include a variety of non-residential units.

### **Condominium unit**

The exact boundaries of each condominium unit are identified in the condominium plan. The developer is required to provide each purchaser with a copy of the condominium plan when a new unit is purchased.

In a conventional residential unit, the space is usually bound by the walls, floors, and ceilings. You are responsible for the maintenance, repair and remodeling of your unit unless the bylaws of the corporation say otherwise. However, you may need the board's permission to remodel your unit if the changes impact the common property.

### **Bare land units**

In a bare land unit, you buy the actual land and anything built on it. Usually the exterior walls, the roof, the foundation, driveway and the landscaping

inside the survey markers are part of the condominium unit and must be repaired and maintained by the individual unit owner. However, the repair and maintenance obligations of the individual bare land unit owners may be transferred to the condominium corporation through the registration of properly worded bylaws.

### **Conversions**

A condominium conversion is a condominium plan that applies to an existing building that was previously occupied or used for another purpose. For example, the units in the building may have been occupied entirely by renters, or the building may have been used for commercial purposes, such as warehousing or manufacturing.

Disclosure requirements for sale of units in a conversion are described in the **Purchasing from a Developer** section of this document.

### **Common Property**

The common property in a condominium complex is everything that is not within a unit identified in the condominium plan. It usually includes the space and facilities outside the condominium units, such as hallways, elevators,



heating and electrical systems, laundry rooms, recreation rooms, and landscaped areas. In the case of a bare land condominium, this would include such things as roads. Your share of the costs for the maintenance and repair of the common property is determined by your unit factor, unless the bylaws of the corporation provide a different method of assigning contributions.

### **Managed property**

The managed property is defined as any unit or part of a unit that a corporation is required by bylaw to maintain, repair, and replace. This concept is most often applied in certain bare land corporations, where the corporation may be responsible by bylaw to maintain and repair the exterior components of the individual units.

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The corporation will be able to make bylaws respecting the control, management, and administration of managed property, and will be responsible for its upkeep. Any changes to bylaws must be approved by a special resolution. Bylaws must be filed with the condominium plan at the Land Titles Office in order to become effective.

### **Unit factor**

The unit factor identifies your portion of the joint ownership of the common property. The developer assigns a unit factor to every condominium unit when registering the condominium plan. The sum total of the unit factors for all the units in a condominium plan is 10,000. Developers must disclose how they set the unit factor on a schedule attached to the condominium plan, and as part of the disclosure for a new condominium. It is important to know the unit factor assigned to your unit because it will affect your voting rights and condominium contributions (often referred to as “condo fees”).

### **Exclusive-use common property**

You may lease or have the right to use defined areas of the common property called exclusive-use areas with private access and use of (for example, the carport, parking stall or balcony next to the unit). These areas may be identified on the condominium plan or defined in the corporation’s bylaws. The corporation retains control of these areas, but you may have some responsibilities for their maintenance.

In addition to using a lease, corporations may grant exclusive possession rights for areas of the common property by bylaw, licence, or other instrument. Rights to exclusive use may be withdrawn according to the terms of the instrument used to grant the rights.

## **Condominium corporation**

A condominium corporation is created when the developer registers the condominium plan with Alberta’s Land Titles Office. The condominium corporation consists of the owners of all the units identified in the condominium plan.

As a legal entity the corporation can sue for damages to the common property and it can be sued regarding any matter for which the owners are jointly liable. An agent or employee of the corporation can act on behalf of the corporation.

### **Bylaws of the corporation**

Bylaws regulate the corporation. They provide for the control, management and administration of the units, the common property, the managed property, and any other real and personal property owned by the corporation. When a condominium plan is registered, it may include the initial set of bylaws that govern the corporation. If not, the bylaws found in Appendix 1 of the *Condominium Property Act* apply until they are replaced. If the condominium was built before May 16, 1978, the corporation would be regulated by the bylaws found in Appendix 2 of the Act until they are replaced.

Please note: updated default bylaws will be developed for the second phase of the regulations to support amendments in the *Condominium Property Amendment Act*.

Owners can change the bylaws to suit their particular complex by passing a motion to adopt the changes. A special resolution, requiring the approval of 75 per cent of the owners named on the unit titles and representing not less than 7,500 unit factors is required to make any changes to the bylaws. Changes are effective after the board registers the changes at a Land Titles Office.

Owners, and everyone occupying a unit, are bound by the bylaws of the corporation. If there is a conflict between the bylaws and the *Condominium Property Act* or regulations, the *Act* or the regulations, as the case may be, apply. The *Act*, the regulations and specific bylaws give the corporation the right to impose sanctions, including monetary penalties (fines), on owners who fail to comply with the bylaws, as long as those penalties are set out in the bylaws.

Make sure you know what bylaws govern the condominium you are considering for purchase. The bylaw provisions may affect aspects of your lifestyle such as whether you may keep a pet, or whether there are currently any restrictions for persons who are under the age of 55.

Changes to the *Alberta Human Rights Act* effective January 1, 2018 include age as a protected ground under the area of accommodation. Age is defined as 18 years or older. Age restrictions will not be permitted in condominiums built after January 1, 2018, unless the restriction is to make the building seniors-only. Seniors-only is set at 55 years or older, where at least one member of the household is 55 years or older. Condominium corporations that had set age restrictions in their bylaws before January 1, 2018 will be allowed a 15 year transition period, which ends on December 31, 2032.

### **Cannabis use in condominium units**

Recreational use of cannabis (or marijuana) will be legal in Canada in the fall of 2018. Owners and occupants who live in multi-family dwellings should be aware of any restrictions surrounding cannabis. These restrictions should be clearly set out in the condominium bylaws.

A condominium corporation may prohibit the smoking of all substances including cannabis in their buildings or on their properties through their bylaws. Occupants should not smoke cannabis or

other substances in prohibited premises. Non-smoking consumption, however, may be permitted, but condominium occupants and renters should check applicable rules.

A condominium corporation may also prohibit the growing of cannabis in the bylaws.

### **Interim board**

Within 30 days after registering the condominium plan, a developer must appoint an interim board for the condominium corporation. The names and addresses of the members of the interim board must be filed with the Land Titles Office.

The interim board has the same duties to act in the best interest of the corporation as an elected condominium board, including control, management and administration of the corporation's property, the common property and managed property. The interim board must also make reasonable efforts to pursue any remedies or claims under warranties or insurance policies covering these properties. Resolutions adopted by the interim board must be recorded.

The interim board remains in place until the turnover meeting where the first board is elected by the owners. Please see the section titled "[Election of first owner's board](#)" for additional information.

## **Purchasing a condominium**

When considering the purchase of a condominium you need to examine all of the documents available to you in order to make an informed decision. Before you make an offer to purchase a specific unit, consult a lawyer or real estate professional who is experienced in condominium transactions to help you understand the information provided in the documents. For example, the condominium plan will help you to determine what you will own and what is considered to be common property that you will own jointly with other unit owners.

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A condominium unit is financed the same way you would finance any other property purchase. You will probably get a mortgage through a financial institution and make a monthly payment of principal plus interest.

For general information about mortgages, as well as factors to consider when choosing a new or a previously owned condominium, you may visit Canada Mortgage and Housing Corporation. Contact information is provided in the [Resource and referral information](#) section at the end of this document.

## Purchasing from a developer

If you are buying a new condominium from a developer, you need to find out if there is a “blanket mortgage” on the development. A blanket mortgage is a type of loan used to fund the purchase of more than one piece of real property. Blanket loans are popular with builders and developers who buy large tracts of land, then subdivide them to create many individual parcels to be gradually sold one at a time. If there is a “blanket mortgage”, you should consider seeking legal advice for a complete explanation of a blanket mortgage and how it might affect you as an owner.

The developer has a duty to deal fairly with you at all stages of the purchase arrangement, and as a purchaser, you have a duty to deal fairly in return.

Developers often put new condominiums up for sale before their construction has been completed or even begun. If you are purchasing a condominium unit at this early stage of its development, examine documents carefully and ask questions to ensure you know:

- What work remains to be done on the condominium development?
- What method or methods will the developer use to notify you of any changes?
- How will your deposit be protected?
- When will your unit be ready for occupancy?
- When will the common property be substantially completed?

- How much will you be paying for condominium contributions during the initial years of ownership?

## Purchase agreements

As with any complex contract, you should consult with your lawyer before you sign a purchase agreement with the developer.

A purchase agreement must contain a notification of the purchaser’s cancellation rights on the front or first page of the purchase agreement. (Please see the section “[Cancelling your purchase agreement](#)” for details about the cancellation process.)

If the unit or the common property is not completed when the purchase agreement is made, the agreement must also include a description, drawing, or photograph of features, including the interior finishing and all major improvements to the common property; the floor plan of the unit and a description of the materials to be used to finish the unit; any significant utility installations, major easement areas and similar features; and the location of roadways, walkways, fences, parking areas and recreational facilities.

The purchase agreement may contain a statement about the occupancy date. If the purchase agreement does not contain an occupancy date, you will need to check for a separate occupancy date statement among the documents provided to you by the developer. Please see the “[Occupancy dates](#)” section for more information about the statement.

Purchase agreements signed after April 1, 2018 must contain the amount or estimated amount of monthly unit contributions (also known as condominium fees). The amount must be based on the actual or proposed budget of the corporation. For more information about the budget, please see the “[Budget](#)” section of this document.

The purchase agreement must also contain the unit factor of the unit, and describe the basis for the allocation of unit factors for all the units in the condominium plan.

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For ease of reference, a list of requirements for condominium purchase agreements is provided in the “Checklist for Documents Provided by a Developer,” which is available on the Service Alberta website at

<http://www.servicealberta.gov.ab.ca/ConsumerTipsheets.cfm#housing>

### Documents and information

In addition to the purchase agreement, the developer must provide specific documents and information to each purchaser before agreeing to sell a unit or proposed unit. The regulations permit the required information to be included in the purchase agreement, or to be provided as separate statement documents.

The documents and information required under the Act and regulations must be listed in a table of contents that clearly identifies the documents being delivered to you.

For ease of reference, a checklist for the documents and required information is available on the Service Alberta website at

<http://www.servicealberta.gov.ab.ca/ConsumerTipsheets.cfm#housing>

### Budget information for purchasers

The developer must prepare a proposed budget for purchasers, unless a budget has already been created by the corporation. This proposed budget forms the basis for setting condominium contributions. The proposed budget must be for a 12-month period, and must include:

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- The projected total revenue of the corporation;
  - The projected total expenses of the corporation; and
  - The specific projected expenses listed under the following categories:
    - Maintenance and repairs,
    - Insurance,
    - Utilities,
    - Condominium management services,

- Other contractual services,
- Reserve fund study,
- Any other expense;
- The reserve fund payments in accordance with the regulation
- The amount allocated for the reserve fund in the proposed budget must be a reasonable amount of the projected total revenue of the corporation;
- The name of the person or business who prepared the budget along with their credentials;
- The date the budget was prepared.

The proposed budget may include an estimate for inflation in respect of projected expenses.

After the board of directors prepares the actual budget for the corporation, the developer must provide purchasers the actual budget for each fiscal year, instead of the proposed budget.

### Documents for conversion units

The requirements for disclosure to purchasers, deposit and trust account requirements, and cancellation rights apply to conversion units in the same way as any other unit.

Residential condominium conversions must have a reserve fund study, reserve fund study report and a reserve fund plan in place before the developer sells the first unit. The developer must provide you with a copy of the reserve fund report. In addition, the developer must provide you with a summary of any deficiencies described in the Building Assessment Report (BAR) conducted for the converted building. You may request a copy of the full BAR.

### Cancelling your purchase agreement

If you are buying a new unit from a developer, the *Condominium Property Act* allows you to cancel your purchase agreement within 10 days from the date you signed it. If you did not receive all the required documents before signing the purchase agreement, the cancellation period extends to 10 days after you receive all required disclosure documents.

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Please see the “Checklist for Documents Provided to Purchasers” available at <http://www.servicealberta.gov.ab.ca/ConsumerTipsheets.cfm>.

The Act requires the developer to include a prominent notice about your cancellation rights within the purchase agreement.

If the unit you are purchasing is in a building that was converted from another use you may have extended cancellation rights. For example, if you were given the required summary of the BAR and you then requested a copy of the full report after examining the summary, you may have a further 10 days after you receive the BAR in which to cancel the purchase agreement.

You are entitled to a full refund of your deposit within 15 days after the developer has received your notice to cancel.

### **Protection of purchasers’ deposits**

When you purchase a unit that is still under construction, your deposit and any other payments will be protected through:

- a purchaser protection program,
- deposit of the payment into a trust account managed by a prescribed trustee, or
- a combination of both types of protection.

If the condominium development is covered by a purchaser’s protection program, other rules may apply. For more information contact the warranty program provider. A list of approved programs is provided in the [Resource and referral information](#) section of this publication.

### **Material changes**

A “material change” is considered to be any change, or series of changes, to a fact or proposal in the information provided when you entered the purchase agreement. The change or series of changes must be significant enough to have a negative effect on the value or use of the unit, common property, or real property of the corporation. For example, a change to the amenities provided on the common

property that would lower the overall common property value may be considered as a material change.

If a material change occurs, the developer must provide a written notice to you. The notice must be provided within a reasonable time after the change occurs and before you take possession of the unit.

If you learn of a material change but you did not receive notice from the developer, you can apply for a remedy from the court when you become aware of the change. However, you must seek the remedy either before you receive title to the unit, or within the first twelve months after receiving title to the unit.

In either case, if you feel a material change is sufficiently important to affect your purchase of the unit, you have the option to file in court within 60 days of the written notice, or within 60 days after becoming aware of the change. The court can order any remedy it feels is appropriate, which may include damages. The court can also terminate the purchase agreement if you have not yet received title to the unit.

The legislation states that a difference between the proposed budget and actual budget of the corporation is not considered to be a material change. A change in the occupancy date of the unit also is not a material change.

### **Occupancy dates**

If you and the developer sign a purchase agreement on or after April 1, 2018, the developer must provide you with an occupancy date statement. The statement must either accompany the purchase agreement or be included within the purchase agreement document. The purchase agreement and the occupancy date statement (if separate from the purchase agreement) should be provided in hard copy. However, any or all of the documents may be provided in electronic form if both the purchaser and the developer agree to use this method.

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Developers must provide a final occupancy date for the unit you are purchasing. This may be a fixed date, or it may be the last date in a range of dates. The developer must ensure that you initial the occupancy date statement when it is delivered to you, at the time the purchase agreement is signed.

If the developer initially provides a range of dates when the unit will be available for occupancy, and later selects a specific date, the developer must provide you with at least 30 days' written notice of the specific occupancy date.

If a unit is not ready for occupancy within 30 days after the **final** occupancy date, you will have the right to cancel the purchase agreement any time up until **10 days after you receive a notice** from the developer setting out a new final occupancy date. Alternatively, you may provide the developer with a written acceptance of the revised occupancy date. Even if you do not expressly agree, the new date becomes binding 10 days after the developers' notice of the new date, unless you cancel the agreement in writing before the end of the tenth day.

Delays for specific legitimate causes will not allow the purchaser to claim damages or cancellation rights for delays, so long as the developer gives proper notice of the delay. Legitimate causes are defined by the regulation and consist of events beyond the control of the developer. These events include:

- fire
- explosion
- flood
- the declaration of a public emergency or disaster under provincial or federal legislation
- impact by aircraft or other types of vehicles
- riot
- vandalism, or malicious acts
- a delay in the issuance of a development permit for reasons beyond the control of the developer
- the issuance of an order under the *Historical Resources Act* due to a historical designation or the discovery of historical resources.

If a developer delays the occupancy of a condominium unit due to a legitimate cause, the developer must advise you of the delay and the cause as soon as the developer is aware. The developer must then provide a notice, within a reasonable period of time, which gives a revised final occupancy date. The revised final occupancy date must reflect a reasonable length of time to remedy the results of the event that caused the delay.

### **Occupancy permits**

The developer must provide you with a copy of any occupancy permit for your unit. This can be done either before you take possession of the unit, or at the actual time you take possession. Occupancy permits are issued by the local municipal authority under the *Safety Codes Act*.

### **Security deposit**

If you have purchased a residential unit, and you decide to rent that unit from the developer before receiving title to the unit, the developer may charge a security deposit. The security deposit must not be greater than the amount of one month's rent.

### **Occupancy fees**

After the title of the unit is transferred to you and you take occupancy of the unit, a developer may charge occupancy fees until the first monthly contribution becomes payable. The amount of occupancy fees must not exceed the amount disclosed at the time the purchase agreement was signed.

### **Warranty coverage**

Repairs of faulty workmanship or replacement of substandard material are covered under the warranty requirement of the *New Home Buyers Protection Act*, for condominium buildings where the permits were obtained after February 1, 2014. The interim board of directors must make reasonable efforts to pursue any remedies or claims under warranties or insurance policies for the real and personal property of the corporation, the common

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property and managed property while it has responsibility for management and administration of the corporation.

After the owners' board is elected, the new board is responsible for pursuing warranty claims related to its responsibilities. As an owner, you are responsible for pursuing any warranty coverage related to your unit.

### **Election of first owners' board**

When a sufficient number of units have been sold, and the titles of those units have been transferred to the purchasers, the developer must convene a general meeting to elect the first owners' board. To reach the sufficient number, the units must represent at least 50 per cent of the total unit factors for the corporation. The meeting must be convened within 90 days of the day that certificates of title to units have been transferred. If the developer does not convene this meeting within the required time, any owner can convene the meeting.

Once the board is elected, the developer and the interim board are required to provide specific documents to the board, to smooth the assumption of governance of the corporation by the owners. Some examples of the documents to be given to the elected board are:

- Structural, electrical, mechanical, architectural, and as built drawings that exist for the common property
- A copy of the condominium plan and any rules made by the board
- Lists of interim board members, owners, and tenants
- Any legal or other professional advice paid for by the corporation
- The original or copies of all records and documents of the interim board, including all resolutions, minutes, and financial statements.

For a complete list of the documents a developer must turn over to the condominium corporation, please see the *Condominium Property Act* and *Condominium Property Regulation*, current as of

April 1, 2018. These documents are available from Alberta Queen's Printer. Contact information is provided in the [Resource and referral information](#) section of this publication.

### **Information about phased developments**

Sometimes condominiums are developed in phases. If you are buying a unit that is in a phased project, you should obtain a copy of the phased development disclosure statement that is registered as part of the condominium plan.

The disclosure statement will include

- A statement that the building or land is to be developed in phases;
- The maximum and minimum number of units in the entire project;
- A description of the units and common property included in the initial phase and subsequent phases;
- A description of the proposed physical appearance of each phase and its compatibility with other phases;
- The extent to which the developer will contribute to the common expenses during the development of each phase and the entire project;
- The method that will be used to determine the allocation of administrative costs in each phase and for the entire project;
- The basis for allocating unit factors; and
- The effect on the owners' contributions for administrative expenses and the corporation's budget if future phases are not completed.

If you purchase a unit in a phased project, keep a copy of the phased development disclosure statement that was registered as part of the condominium plan. The developer cannot change the phased development disclosure statement without the consent of 2/3 of the owners who are entitled to vote under the Act. However, developers can make changes necessary to meet zoning and municipal development requirements.

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If the developer cannot or will not complete the project, the developer, the corporation, the owners or other interested parties can ask the court to make any number of orders allowed under the regulations to deal with the land and the expected improvements to the common property.

### **Condominium plans of re-division**

Some condominium developments may resemble phased developments but are actually plans of re-division, and developers are not required to provide a phased development disclosure statement. These types of condominiums are sometimes referred to as “barely blended.” You will need to examine the condominium plan and other documents to determine which type you are purchasing.

If you are purchasing a unit in a plan of re-division, at the time the purchase agreement is provided the developer is required to provide you with a statement disclosing whether the developer will seek re-division of any bare land units on the parcel.

### **Inspections and enforcement capability**

The Government of Alberta has new options that came into force January 1, 2018 to ensure developers are complying with the *Condominium Property Act* and the Regulation.

Government is able to conduct inspections of trust account records and developers’ business practices to ensure they are complying with the legislation.

These inspections will help confirm, for example, if the developer is providing proper disclosure information to purchasers, and if developers are handling trust money correctly. This will enhance government’s ability to take action when a violation occurs.

If you have concerns about your purchase transaction, you may call or email the Consumer Contact Centre. Please see the [Resource and referral information](#) section of this document for contact information.

## **Buying a Previously owned Condominium**

When you buy a previously owned condominium, you are not protected by the disclosure and trust



provisions of the *Condominium Property Act*. This kind of purchase is governed by real estate legislation and the general law of contracts. It is your responsibility to obtain the necessary documents and information.

Usually the seller or the seller’s real estate agent arranges to provide a copy of the condominium documents for examination. Alternatively, you could make your offer to purchase subject to obtaining the documents and the purchaser being satisfied with their contents. It is best to consult with your lawyer regarding the contents and completeness of the documents.

When you buy your condominium from the owner of the unit, you should obtain and examine the following documents before you make your offer to purchase:

- The condominium plan plus any additional sheets attached to the plan
- The certificate of title for the unit
- Information about any restrictive covenants (agreements), and
- The condominium bylaws (Please see “[Bylaws of the corporation](#),” earlier in this document for more information.)

If the seller has not provided copies of the documents, you may be able to access the bylaws and the condominium plan through the Alberta Land Titles Spatial Information System (SPIN2). You will need to know the condominium plan number (usually found on correspondence from the corporation) to obtain these documents. Contact information for SPIN2 is available in the [Resource and referral information](#) section at the end of this publication.

**For more information, visit [servicealberta.ca](http://servicealberta.ca) or call 1-877- 427-4088**

The condominium corporation must provide the following information within 10 days of receiving a written request from a purchaser, an owner or a mortgagee:

- An estoppel certificate (described in the next section)
- The particulars of any legal action or claim against the corporation
- Details of any written demand made upon the corporation for \$5,000 or more
- A copy of the corporation's current budget
- A copy of the most recent financial statement and year-end statement
- A copy of the latest minutes of general meetings of the corporation and of the board
- Details of any management, recreational and lease agreements
- A copy of the approved capital reserve fund plan and annual report, including a statement identifying the amount of the capital reserve fund
- A statement setting forth the unit factors and the criteria used to determine the unit factor
- The particulars of any post tensioned cables that are located on the property. (Post tensioned cables are sometimes used to strengthen large slabs of concrete in the construction of parkades and similar structures)
- Information on any structural deficiencies that the corporation has knowledge of at the time of the request in any of the buildings on the condominium plan, and
- A copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property, including a parking stall or storage unit.

For a full list of documents that a purchaser, an owner or a mortgagee may request, please see the "Condominium Document Fact Sheet" available on the Service Alberta website at [http://www.servicealberta.gov.ab.ca/pdf/tipsheets/Condo\\_Document\\_Fact\\_Sheet.pdf](http://www.servicealberta.gov.ab.ca/pdf/tipsheets/Condo_Document_Fact_Sheet.pdf). The corporation or condominium manager may charge a reasonable fee for these documents.

### **Estoppel certificate**

An estoppel certificate is a signed statement from the condominium corporation that certifies the information provided is correct. The estoppel certificate tells you:

- The current condominium contribution assessed to the unit
- The schedule for paying the condominium contribution (e.g. monthly, yearly)
- Whether the previous owner has paid his/her share of the contributions and what remains unpaid, and
- The amount of any interest owing on any unpaid condominium contributions.

The corporation may charge a fee for the certificate.

As with the purchase of any residence, it would be wise to have a building-inspection report on the unit, if available, or you can make your offer to purchase conditional on obtaining a satisfactory report.

You may also ask for the corporation's most recent newsletter, if any, a copy of the corporation's certificate of insurance, showing the amount of insurance on the complex, and any governing policies of the condominium, as well as the names of the corporation's current board of directors and manager, along with contact information.

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For more information, visit [servicealberta.ca](http://www.servicealberta.ca) or call 1-877- 427-4088

## Resource and referral information

### Consumer Contact Centre

Edmonton: 780-427-4088

Toll free in Alberta: 1-877-427-4088

### Alberta Land Titles Spatial Information System (SPIN2)

<https://alta.registries.gov.ab.ca/spinii/logon.aspx>

780-427-2742 (Edmonton)

403-297-6511 (Calgary)

8:15 am - 4:00 pm (Monday to Friday, closed statutory holidays)

### Building Industry and Land Development (BILD) Alberta

(Formerly Canadian Home Builders Association)

1-800-661-3348

<http://www.bildalberta.ca>

### Canada Mortgage and Housing Corporation

1-800-668-2642

<https://www.cmhc-schl.gc.ca/en/buying>

Consumers - Buying a Home

### Real Estate Council of Alberta

1-888-425-2754

<https://www.reca.ca/>

### Alberta Queen's Printer

You may purchase Acts and regulations from the website or from Queen's Printer Bookstore:

10611 - 98 Avenue, Edmonton, Alberta T5K 2P7

**Edmonton:** (780) 427-4952

Toll-free in Alberta: 310-0000 then 780-427-4952

The legislation is also free for you to download in the "pdf" or "html" formats or purchase online at

<http://www.qp.alberta.ca/>

## APPROVED PURCHASER PROTECTION PROGRAMS

### Alberta New Home Warranty Program

1-800-352-8240 [www.anhwp.com](http://www.anhwp.com)

### Aviva Insurance Company of Canada

1-800-363-6330 <https://www.avivacanada.com/>

### The Guarantee Company of North America

1-800-268-6617 [www.theguarantee.com](http://www.theguarantee.com)

### Travelers Insurance Company of Canada

1-800-555-9431 [www.travelerscanada.ca](http://www.travelerscanada.ca)

### Trisura Guarantee Insurance Company

(416) 214-2555 [www.trisura.com](http://www.trisura.com)

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For more information, visit [servicealberta.ca](http://servicealberta.ca) or call 1-877-427-4088