

Note: The best option is to have a current RPR and compliance stamp. In the event this is not an option, we have provided several scenarios along with the action to be taken when revising the Real Estate Purchase contract. Clause 10.2 which read as follows comes into play in many of the scenarios:

10.2 Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyor’s Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller’s warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer’s lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.

SCENARIO		ACTION
A.	Current RPR with current compliance is available	None
SCENARIO		ACTION
B.	Current RPR is available without Compliance and the municipality no longer offers Compliance	9.2 Add “The seller agrees to pay the buyer’s cost for obtaining title insurance by providing a credit to the buyer on closing”
		10.2 Make the following changes: Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyor’s Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller’s warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer’s lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.



SCENARIO		ACTION
C.	An RPR with compliance is available that is not current as certain structures have been removed	A new RPR is not required as the RPR that is available offers evidence to support the warranties in the AREA contract
		<p>10.2 Make the following changes:</p> <p>Closing documents will include an RPR “dated <u>(insert date)</u>” showing the current improvements on the Property according to the Alberta Land Surveyor’s Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance “dated <u>(insert date)</u>” and confirming the seller’s warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer’s lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.</p>
		The buyer can purchase title insurance at their cost.

SCENARIO	ACTION
<p>D. An RPR with Compliance that is not current due to the addition or alteration of structures is available and compliance is no longer available</p>	<p>9.2 Add “the seller agrees to provide a new RPR showing the current improvements on the property. The buyer acknowledges that the seller will not provide any new or updated compliance. The seller agrees to pay the buyer’s cost for obtaining title insurance by providing a credit to the buyer on closing.”</p> <hr/> <p>10.2 Make the following changes:</p> <p>Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyor’s Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance “as shown on the RPR (or as shown on the letter from (name of municipality) dated <i>(insert date)</i>” and confirming the seller’s warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer’s lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.</p>

SCENARIO		ACTION
<p>E.</p> <p>An RPR is Available and is Not Current along with Compliance that is Not Current. The Parties agree that the Seller will not update either one.</p> <p><i>Note: If the reason the RPR is outdated is the addition of a new structure where a development permit may or may not be available and the buyer agrees to accept the risk that they may lose this structure, then add the following to 9.2</i></p>		<p>9.2 Add “the buyer agrees to accept the RPR and Compliance dated (insert date) and acknowledges it is not current. The seller agrees to pay the buyer’s cost for obtaining title insurance by providing a credit to the buyer on closing.”</p>
		<p>10.2 Closing documents will include an RPR “dated <u>insert date</u>” showing the current improvements on the Property according to the Alberta Land Surveyor’s Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller’s warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer’s lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.</p>
		<p>9.2 Add “the buyer agrees to waive the warranties in 6.1(d), 6.1(e), and 6.1(g) with respect to the <u>insert name of the new structure only.</u>”</p>
SCENARIO		ACTION
<p>F.</p> <p>No RPR or Compliance and Structures are Present and the Buyer has agreed to waive the requirement for an RPR and compliance, however, the Buyer is still expecting that the structures on the property will be compliant.</p>		<p>9.2 Add “The seller is not obligated to provide an RPR and compliance. The Seller agrees to pay the Buyer’s cost for obtaining title insurance by providing a credit to the buyer on closing.”</p>
		<p>10.2 – delete entire paragraph</p>

SCENARIO		ACTION
G.	No RPR or Compliance and Structures are Present – Sale is for Lot Value only the Buyer is planning to demolish all the structures on the property and build something new	9.2 Add the following: “the seller is not obligated to provide an RPR and compliance. The seller agrees to pay the buyer’s cost for obtaining title insurance by providing a credit to the buyer on closing. The warranties in 6.1(d), 6.2(e) and 6.1(g) are waived with respect to any and all structures on the property.”
		10.2 – delete the entire paragraph
SCENARIO		ACTION
H.	Seller has confirmed to the Buyer that there are NO Permits on a Structure(s) and the Buyer accepts Structure(s) as is	9.2 Add: “The seller has disclosed that the (name(s) of structure) does/do not have any development permits. The buyer agrees to accept the risk that they may lose this/these structure(s) and agrees to waive the warranties in 6.1(d), 6.1(e) and 6.1(g) with respect to the (insert name of structure(s)) only. The seller agrees to pay the buyer’s cost for obtaining title insurance by providing a credit to the buyer on closing.” <i>*NB: Advise buyer that if they opt for title insurance that the policy will not cover these structures</i>
SCENARIO		ACTION
I.	No Compliance (either with or without RPR and Parties specifically agree Warranties are waived – refers to all structures	9.2 Add: “the buyer agrees to accept the risk that the structures on the property may or may not be compliant and agrees to waive the warranties in 6.1(d), 6.1(e), and 6.1(g). <i>Delete sections 6.1(d), 6.1(e), and 6.1(g) only.</i>
		Advise Buyer that title insurance may not cover structures found to be non-compliant in this situation.



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SCENARIO		ACTION
J.	General Clauses: Seller will offer to pay for title insurance for buyer	9.2 Add: "The seller agrees to pay the buyer's cost for obtaining title insurance by providing a credit to the buyer on closing."