

SCHEDULE D  
(Subsection 51(1))

FORM 1  
(Section 6)

**Disclosure Statement  
(Sale of Proposed Unit Before Declaration and Plan are Registered)**

(to be completed by declarant)

Condominium unit information:

Civic address of proposed unit: \_\_\_\_\_

Proposed Unit No.: \_\_\_\_\_ (as shown in the proposed declaration)

Name of declarant: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Address for service: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Phone/Fax numbers: \_\_\_\_\_ E-mail address: \_\_\_\_\_

**Note: It is recommended that before the closing date of the agreement of purchase and sale, the buyer of a unit obtain a status certificate from the condominium corporation. A status certificate will show if the unit owner owes any money to the condominium corporation or is in breach of the declaration, by-laws or rules.**

The declarant certifies that the information in this disclosure statement, including the attachments, is accurate as of the date it is given to the buyer.

**Note:** Sections 58 and 59 of *The Condominium Act* impose additional obligations on the sale of a proposed unit. Section 60 of the Act deals with the occupancy of a proposed unit by a buyer before a registrable land transfer for the unit is delivered to the buyer.

**Property Information**

The condominium property will consist of

- newly constructed units
- bare land units
- units created from the conversion of an existing building(s)
- units in an air space parcel

The description of the property that will be the subject of the condominium declaration is as follows (e.g., the year of construction, the types and numbers of buildings, units and recreational and other amenities):

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If the proposed unit is not complete, the projected date that the proposed unit will be available for occupancy is \_\_\_\_\_.

If any amenity has not been completed, list the amenity and indicate its projected completion date:

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If the building on a proposed bare land unit is not complete, the projected date that the building will be available for occupancy is \_\_\_\_\_.

For a proposed property that includes a bare land unit or a unit in an air space parcel, list any infrastructure or utilities (e.g., roads and street lighting within the development, areas through which utilities extend) that are not part of the common elements:

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The proposed property is subject to a historic or heritage designation by a government or municipal authority that restricts its use or development.

- Yes  
 No

If yes, the designation and restrictions are \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The details of any known work orders or violation notices regarding ways in which the proposed property or any part of it does not comply with municipal or other regulatory requirements (such as zoning, health, occupancy or environmental by-laws or regulations, building or fire codes and any other protection-related codes, by-laws or regulations) are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Common Expenses, Reserve Fund Contributions and Other Fees**

The projected common expense contribution for the proposed unit for the first year after the declaration and plan are registered is

- \$ \_\_\_\_\_ per \_\_\_\_\_.
- shown in the attached information about common expense contributions.

The projected reserve fund contribution for the proposed unit for the first year after the declaration and plan are registered is

- \$ \_\_\_\_\_ per \_\_\_\_\_.
- shown in the attached information about reserve fund contributions.

In addition to the common expenses, the condominium corporation will charge unit owners for the following:

- Parking \$ \_\_\_\_\_
- Locker/Storage \$ \_\_\_\_\_
- Laundry services \$ \_\_\_\_\_
- Documentation \$ \_\_\_\_\_
- Other (give details) \$ \_\_\_\_\_

The following services or expenses are not included in the statement of financial projections as common expenses but will later become a common expense:

| Service or Expense | Estimated cost |
|--------------------|----------------|
| _____              | \$ _____       |
| _____              | \$ _____       |
| _____              | \$ _____       |

The unit owner will be responsible for paying for the following utilities and other services that are not included in the statement of financial projections as common expenses:

- Natural Gas
- Electricity
- Water and Sewer
- Telecommunication services (e.g., telephone, cable, Internet)
- Property taxes
- Other (give details) \_\_\_\_\_

The condominium corporation will be required to pay the following fees or charges to the declarant or another person who does not deal with the declarant at arm's length:

\_\_\_\_\_  
(describe)

On the purchase of a unit, the declarant or condominium corporation may charge the buyer for the following items or services (e.g., charges for keys, access cards or booking the elevator):

\_\_\_\_\_  
\_\_\_\_\_  
**Declaration, By-laws and Rules**

It is recommended that the buyer review the proposed declaration, by-laws and rules (if any) for restrictions on the use of the units and common elements.

For information about the following matters, see the relevant section(s) of the proposed declaration, by-laws and rules:

Pets – section \_\_\_\_\_ of \_\_\_\_\_  
(indicate declaration, by-laws or rules)

Smoking – section \_\_\_\_\_ of \_\_\_\_\_  
(declaration, by-laws or rules)

Maintenance and repair of the units – section \_\_\_\_\_ of \_\_\_\_\_  
(declaration, by-laws or rules)

Maintenance and repair of the common elements – section \_\_\_\_\_ of \_\_\_\_\_  
(declaration, by-laws or rules)

Responsibility for insurance for units – section \_\_\_\_\_ of \_\_\_\_\_  
(declaration, by-laws or rules)

Responsibility for insurance for common elements – section \_\_\_\_\_ of \_\_\_\_\_  
(declaration, by-laws or rules)

Parts of the common elements that will be or may be used for commercial purposes or other purposes not related to residential purposes – section \_\_\_\_\_ of \_\_\_\_\_  
(declaration, by-laws or rules)

Parts of the common elements and common assets that are to be used by the owners of one or more specified units and not by all the owners and the restrictions on their use – section \_\_\_\_\_ of \_\_\_\_\_  
(declaration, by-laws or rules)

Each unit's share of common expenses

- is equal.
- is equal to its share of the common elements.
- is neither of the above – see section \_\_\_\_\_ of \_\_\_\_\_  
(declaration, by-laws or rules)

The proposed declaration authorizes the condominium corporation to collect a levy from unit owners who rent or lease their units.

- Yes
- No

If yes, the amount specified in the by-laws as the levy is \$ \_\_\_\_\_. This money is refundable at the end of a tenancy (with interest if provided for in the by-laws) unless the condominium corporation has an allowable claim against it.

**Note:** The maximum levy allowed under *The Condominium Act* is \$1,500.

The proposed by-laws include authority for the condominium corporation's board to fine unit owners for one or more breaches of the by-laws or rules.

- Yes
- No

If yes, the maximum amount of a fine is \$ \_\_\_\_\_, the number of times a fine may be imposed is \_\_\_\_\_ and the frequency for imposing a fine for a continuing contravention is \_\_\_\_\_.

**Note:** *The Condominium Act* sets out the maximum amount for a fine (\$100), the maximum number of times a fine may be imposed in a 12-month period (12 times) and the maximum frequency for imposing a fine for a continuing contravention (once every seven days).

### Management and Other Agreements

The condominium corporation

- will be self-managed, or
- will enter into a contract to manage the property with \_\_\_\_\_  
(provide the name of property manager, if known: \_\_\_\_\_)

The significant features of the following existing or proposed agreements are shown below. (The \* indicates which agreements have been or will be made with the declarant or a person who does not deal with the declarant at arm's length).

(a) a property management agreement: \_\_\_\_\_

(b) agreement(s) for the provision of goods and services on a continuing basis: \_\_\_\_\_  
\_\_\_\_\_

(c) agreement(s) for the provision of facilities to the condominium corporation on a for-profit basis: \_\_\_\_\_  
\_\_\_\_\_

(d) commercial lease(s) for parts of the common elements: \_\_\_\_\_  
\_\_\_\_\_

(e) insurance trust agreement: \_\_\_\_\_  
\_\_\_\_\_

(f) mutual use agreement(s): \_\_\_\_\_  
\_\_\_\_\_

(g) agreement(s) between the condominium corporation and another condominium corporation:  
\_\_\_\_\_

**Note:** When a condominium corporation enters into the agreements listed in clauses (a) to (e) before the turn-over meeting, the condominium corporation is allowed to terminate those agreements with written notice within 12 months after the turn-over meeting. (See sections 81 and 82 of *The Condominium Act*.)

A condominium corporation may apply to a court for an order to terminate a mutual use agreement within a certain period of time. (See section 83 of *The Condominium Act*.)

**Voting Rights**

Voting rights in the condominium corporation are allocated as follows:

- Each unit's share of the voting rights is equal.
- Each unit's share of the voting rights is equal to its share of the common elements.
- Neither of the above applies. The allocation of voting rights is as follows: \_\_\_\_\_  
\_\_\_\_\_

**Warranty**

A warranty will cover the proposed unit and common elements.

- Yes
- No

If yes, the details of the warranty are as follows (e.g., what will be covered, the length of coverage and the name of the warranty provider):

\_\_\_\_\_  
\_\_\_\_\_

**Legal Actions — Insurance Claims — Warranty Claims**

The declarant is involved in a legal action or proceeding, insurance claim or warranty claim respecting the proposed property.

- Yes
- No

If yes, the details of the matter are as follows: \_\_\_\_\_

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**Use of Units**

One or more proposed units are intended for use for non-residential purposes or for temporary or transient accommodation.

- Yes
- No

If yes, complete the following:

| Unit # | Location | Use | % of Voting rights | % Share of common expenses |
|--------|----------|-----|--------------------|----------------------------|
|        |          |     |                    |                            |
|        |          |     |                    |                            |
|        |          |     |                    |                            |
| Total  |          |     |                    |                            |

The declarant intends to rent or lease one or more of the proposed units.

- Yes
- No

If yes, complete the following:

| Unit # | Location | Use | % of Voting rights | % Share of common expenses |
|--------|----------|-----|--------------------|----------------------------|
|        |          |     |                    |                            |
|        |          |     |                    |                            |
|        |          |     |                    |                            |
| Total  |          |     |                    |                            |

The declarant intends to market the proposed units in blocks to investors.

- Yes
- No

If yes, complete the following:

| Unit # | Location | Use | % of Voting rights | % Share of common expenses |
|--------|----------|-----|--------------------|----------------------------|
|        |          |     |                    |                            |
|        |          |     |                    |                            |
|        |          |     |                    |                            |
| Total  |          |     |                    |                            |

Select whichever of the following is applicable before signing this disclosure document:

- I am the declarant.
- I have the authority to sign this disclosure statement on behalf of the declarant.

\_\_\_\_\_

signature of declarant or authorized individual

\_\_\_\_\_

date

\_\_\_\_\_

(print name and title of person who signed)

The following information is attached:

- Parking** will be available on the condominium property. See Schedule A for additional information.
- The proposed unit will be part of a **condominium conversion**. See Schedule B for additional information about reserve fund studies and tenant occupancy rights.
- The condominium corporation to be created by the registration of the declaration will be a **leasehold condominium corporation**. See Schedule C for additional information.
- The proposed condominium property will be developed in **phases**. See Schedule D for additional information.
- There is an intention to **amalgamate** the condominium corporation with another condominium corporation after the declaration and plan are registered. See Schedule E for additional information.
- The buyer will occupy the unit under an **interim occupancy agreement** before registration of the declaration. See attached list for the amenities that the declarant will provide to the buyer under that agreement.



**Schedule A — Parking**

Condominium unit information:

Civic address of proposed unit: \_\_\_\_\_

Proposed Unit No.: \_\_\_\_\_ (as shown in the proposed declaration)

Parking for the proposed unit will consist of \_\_\_\_\_ spaces, located at \_\_\_\_\_

\_\_\_\_\_  
(indicate whether it is indoor or outdoor parking, serviced or not serviced)

Parking for the proposed unit will be available for use on: \_\_\_\_\_

Additional parking spaces may be allocated to a unit (indicate the availability, cost and location):

\_\_\_\_\_  
\_\_\_\_\_

Parking allocations may be subject to change (explain who will re-assign spaces and describe the criteria for doing so): \_\_\_\_\_

\_\_\_\_\_

The use of parking spaces is restricted as follows: \_\_\_\_\_

\_\_\_\_\_

There will be visitor parking on the proposed property.

Yes

No

If yes, indicate the location and number of spaces and, if visitors will be required to pay for parking, the anticipated amount of the charge:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
signature of declarant or authorized individual

\_\_\_\_\_  
date

\_\_\_\_\_  
(print name and title of person who signed)

**Schedule B — Condominium Conversion**

Condominium unit information:

Civic address of proposed unit: \_\_\_\_\_

Proposed Unit No.: \_\_\_\_\_ (as shown in the proposed declaration)

**Reserve Fund Study**

When an existing building is converted into a condominium, before a unit can be sold, a reserve fund study must be done. The reserve fund study or most recent update was done on

\_\_\_\_\_ .  
date

*(A copy of the reserve fund study or summary or any updates to either is attached.)*

The ideal balance recommended for the reserve fund for the first year covered by the reserve fund study is \$ \_\_\_\_\_ .

**Caution:** Every reserve fund study shows the ideal balance recommended for the reserve fund for each year covered by the study to pay for major repairs and replacements. It is based on estimates of when the work will be needed.

When comparing the actual balance with the ideal balance, be aware that some work may be done earlier or later than expected, or may be paid for from an account other than the reserve fund. When this happens, the comparison may no longer show whether the money in the reserve fund is adequate to pay for work that will be needed in the future.

You may want to look at the projected repair and replacement schedule in the reserve fund study and ask for up-to-date information about the timing of the work and source of funds for the work that has been done since the study or latest update was completed.

**Tenant Has Continued Occupancy Rights**

The proposed unit is occupied by a tenant.

The date the tenancy began was \_\_\_\_\_ . The tenant has the right to continue to occupy the rental unit until approximately \_\_\_\_\_ .

The tenant's monthly rent is \$ \_\_\_\_\_ . date

**OR**

The proposed unit was previously occupied by a tenant who has a right of first refusal to re-rent the unit.

The date the tenancy began was \_\_\_\_\_ . If the tenant exercises the right of first refusal and moves back into the unit, the tenant will have the right to occupy the unit until approximately \_\_\_\_\_ .

date

The monthly rent, if known, that will be payable if the right is exercised is \$ \_\_\_\_\_ .

\_\_\_\_\_  
signature of declarant or authorized individual

\_\_\_\_\_  
date

\_\_\_\_\_  
(print name and title of person who signed)

**Schedule C — Leasehold Condominium Corporation**

Condominium unit information:

Civic address of proposed unit: \_\_\_\_\_

Proposed Unit No.: \_\_\_\_\_ (as shown in the proposed declaration)

The condominium corporation that will be created by the registration of the declaration will be a leasehold condominium corporation. The land on which the condominium corporation will be located is owned by \_\_\_\_\_ .

The date that the property lease ends is \_\_\_\_\_ .

**Note:** When a property lease ends, the interests of the unit owners and the leasehold condominium corporation in the leasehold property cease to exist. Prospective unit owners may wish to review, or obtain legal advice about, specific provisions in the lease and sections 278 to 284 of *The Condominium Act* regarding renewal, termination and expiry of a property lease.

The property lease provides for the following rental rate or rates payable for the remainder of the term and, if applicable, the following method or criteria for determining future rental rates:

\_\_\_\_\_  
\_\_\_\_\_

The property lease contains a right of renewal.

- Yes  
 No

If yes, provide the details: \_\_\_\_\_

\_\_\_\_\_

The property lease is a sub-lease.

- Yes  
 No

If yes, give the name of the lessor, the date the prime lease will end unless it is renewed and indicate whether there is a right of renewal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
signature of declarant or authorized individual

\_\_\_\_\_  
date

\_\_\_\_\_  
(print name and title of person who signed)

**Schedule D — Phased Condominium Developments**

Condominium unit information:

Civic address of proposed unit: \_\_\_\_\_

Proposed Unit No.: \_\_\_\_\_ (as shown in the proposed declaration)

The proposed condominium property will be developed in phases.

| Phase | Projected completion date |
|-------|---------------------------|
| _____ | _____                     |
| _____ | _____                     |
| _____ | _____                     |

Details about the phases are found in the following provisions of the proposed declaration:

\_\_\_\_\_  
\_\_\_\_\_

Provide details about uncompleted phases:

\_\_\_\_\_  
\_\_\_\_\_

Provide details about any known proposal for a phasing amendment to amend or cancel a phase:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
signature of declarant or authorized individual

\_\_\_\_\_  
date

\_\_\_\_\_  
(print name and title of person who signed)

**Schedule E — Intention to Amalgamate**

Condominium unit information:

Civic address of proposed unit: \_\_\_\_\_

Proposed Unit No.: \_\_\_\_\_ (as shown in the proposed declaration)

There is an intention to amalgamate the condominium corporation with another condominium corporation after the declaration and plan are registered.

The other condominium corporation is \_\_\_\_\_ Condominium Corporation No. \_\_\_\_\_ ,  
located at \_\_\_\_\_ .

**Note:** The amalgamation proposal meeting notice and a copy of the amalgamation proposal, if available, must be attached to this Schedule.

\_\_\_\_\_  
signature of declarant or authorized individual

\_\_\_\_\_  
date

\_\_\_\_\_  
(print name and title of person who signed)