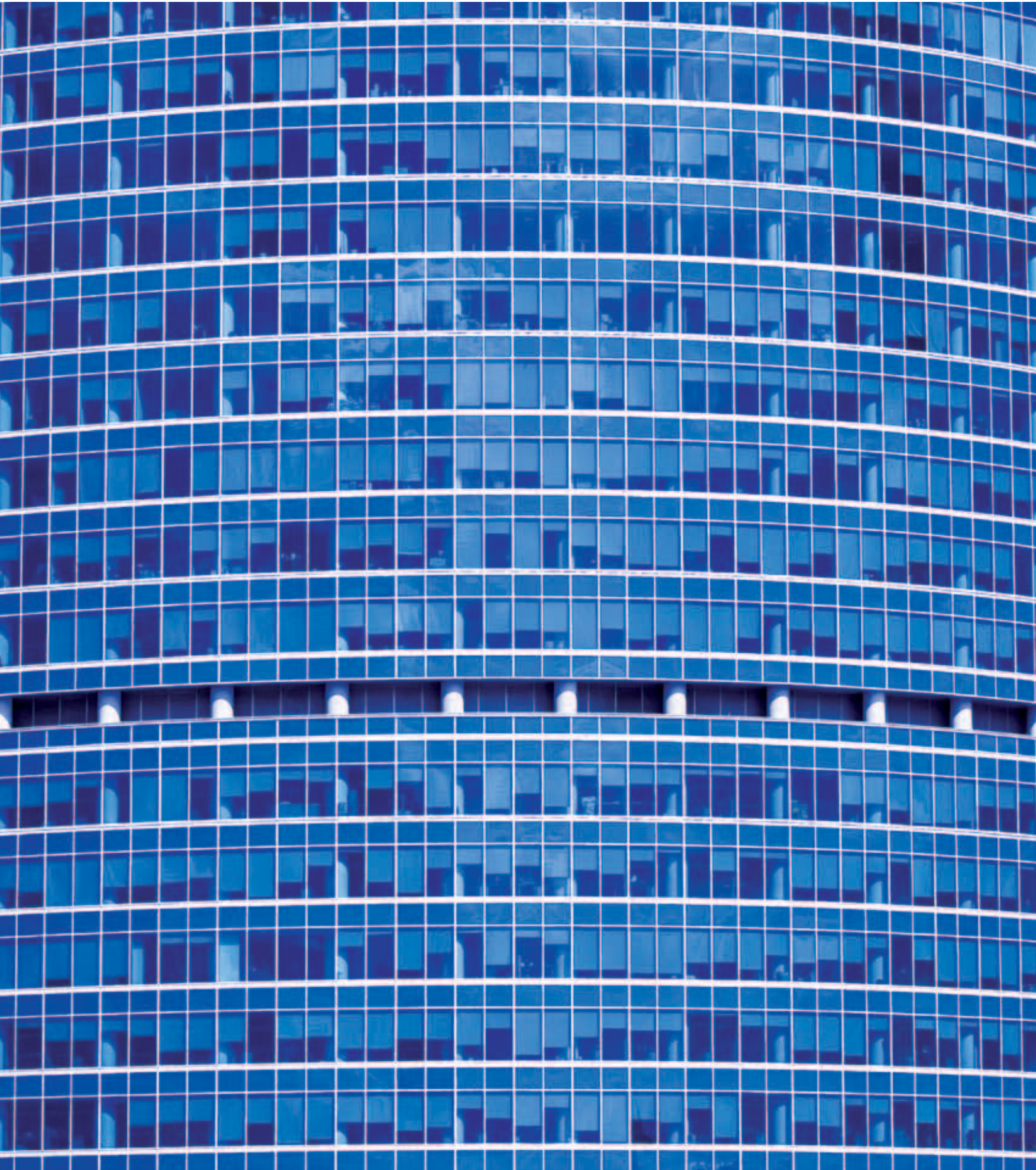


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on record

COMMERCIAL  
REAL ESTATE  
BD&P





## On Record Contents:

Money Laundering –  
Requirements for Real  
Estate Developers  
**Page 2**

Midnight Moves  
**Page 4**

Guarantees  
& Indemnities in  
Commercial Leasing  
**Page 5**

Retail Leases: A Look  
at the Continuous  
Operating Covenant  
and the Co-Tenancy  
Clause  
**Page 6**

The Builders' Lien:  
Basic Rights &  
Obligations  
**Page 8**

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## Commercial Real Estate

### Acquisitions & Dispositions

BD&P's Commercial Real Estate Team provides advice and direction on all facets of the purchase and sale of commercial real estate including those associated with large and complex transactions. We act for clients buying or selling individual properties as well as portfolios of buildings, shopping centres, resort properties, condominium projects, mixed-use developments, assisted living facilities and development sites. Our lawyers are experienced in the formation of real estate syndicates involving the use of joint ventures, limited partnership and other corporate vehicles.

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### Leasing

Representing local, regional and national landlords and tenants, BD&P's Commercial Real Estate Team is involved in the leasing of office buildings, retail and other commercial centers, industrial projects and oil field facilities.

If you would like any further information on any members of our team, such as a more detailed resume, please feel free to contact the team member or the Managing Editor. You may also refer to our website at [www.bdplaw.com](http://www.bdplaw.com).

Happy holidays to all our clients and readers from Craig Hill and the rest of the Commercial Real Estate Team at BD&P. We are pleased to announce the addition of a new member to our Team, Sean Warshawski, who successfully completed his articles with the firm in mid-2009. We look forward to seeing all of you in the New Year!

## BD&P's Commercial Real Estate Team



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Cheryl has a diverse commercial real estate practice including involvement in complex purchase and sale transactions and project financing, advising clients in joint ventures and limited partnership agreements, assisting lenders in the development of innovative approaches to financing and representing clients in land development negotiations in regards to land-use permits and classifications. Cheryl is a Past President of the Law Society of Alberta, served on all major committees of the Law Society of Alberta as a Bencher, is a Past President of the Calgary Bar Association, and has been a lecturer for the LSA Bar Admission Course, the Legal Education Society and the Calgary Real Estate Board.

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# Money Laundering

## Requirements for Real Estate Developers

by Sean Warshawski



## Terrorism in the 21st century has led governments from around the world towards increased vigilance not only in their immigration and security initiatives, but also in their control of suspicious financial transactions.

### Introduction

Terrorism in the 21st century has led governments from around the world towards increased vigilance not only in their immigration and security initiatives, but also in their control of suspicious financial transactions. By attempting to remove sources of funding for terrorists, it is hoped that they will be financially unable to effectively plan and execute future attacks. Canada has been no exception, and in the early part of this decade, the Federal Government instituted a number of measures to accomplish this goal.

Nearly every business that handles financial transactions has been subjected to the requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*<sup>1</sup>, (the “Act”), and, as of February 20, 2009, real estate developers are no exception. The Act and its associated regulations provide for information recording, identity verification, and reporting requirements. Fines for the breach of the Act or its regulations can be up to \$500,000.00 or imprisonment for up to five years. The Act and regulations impose strict requirements for compliance and set out in detail what is required of developers in carrying out transactions subject to the Act.

### Definition of a Real Estate Developer

For the purposes of the Act, a real estate developer is a person or entity who, in any calendar year since 2007 has sold to the public, other than in the capacity of a real estate broker or sales representative:

- (a) five or more new houses or condominium units;
- (b) one or more new commercial or industrial buildings; or
- (c) one or more new multi-unit residential buildings, each of which contains five or more residential units, or two or more new multi-unit residential buildings that together contain five or more residential units.

### Obligations Imposed by the Proceeds of Crime and Terrorist Financing Act

The Regulations pursuant to the Act (“the Regulations”) impose a number of obligations on such real estate developers, ranging from recording the amount and flow of funds to specific client identification particulars. The Regulations specify the particular details required, whether in relation to individuals or to corporations. This information must be recorded for every transaction. Depending on the amount of cash involved in the transaction, further information gathering and recording obligations apply.

In terms of client identification, the Regulations impose an obligation to ascertain the identity of the parties involved in the transaction. For individuals, this includes examining and recording identification documents such as a passport or driver’s license. For corporations, it involves confirming the existence of and ascertaining the name and address of the corporation and the names of the directors. Finally, for every other entity, it involves confirming its existence by referring to the partnership agreement, articles of association, or other similar record. This information must be obtained within 30 days of the transaction.

### Compliance with Reporting Regulations

In addition to the identification and recording obligations contained in the Regulations, real estate developers must further comply with a number of reporting obligations under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Suspicious Transaction Reporting Regulations*<sup>2</sup> (the “Reporting Regulations”). Developers must, within 30 days, report every large cash transaction and every transaction or attempted transaction where there are reasonable grounds to suspect that the transaction is related to the commission or attempted commission of a money-laundering or terrorist financing offence to the Financial

Transactions and Reports Analysis Centre of Canada (“FINTRAC”). This report must include detailed information on the transaction and all parties or accounts involved. These requirements are set out in great detail in the Reporting Regulations.

### Compliance Program

Importantly, the Act also imposes on real estate developers the obligation to establish and implement a program intended to ensure their compliance with the recording and reporting obligations imposed by the Act. This program is required to put in place policies and procedures for the assessment of the risk of a money-laundering or terrorist-offence. Specifically, real estate developers must appoint a “compliance officer” in charge of implementing the program, develop and apply written compliance policies and procedures, assess and document risks and measures to mitigate high risks, implement and document an ongoing compliance training program, and document and review the effectiveness of policies and procedures, training programs, and risk assessment. FINTRAC provides guidance on implementing the compliance program, including potential money-laundering or terrorist-financing risk factors. In addition, FINTRAC has pre-made checklists which identify potential risks, and which may form the basis of the risk assessment component of the compliance program.

### Concluding Thoughts

Given the need for increased vigilance against potential terrorist-financing activities, and given the penalties associated with failure to abide by the Act and associated regulations, it is very important that real estate developers are aware of their obligations and take the necessary steps to meet them.

#### Footnotes

<sup>1</sup> S.C. 2000, c. 17

<sup>2</sup> S.O.R./2001-317

# Midnight Moves

by Kristen Dick, Student-at-Law

## Introduction

In an economic climate in which commercial tenants on occasion resort to the “midnight move” and remove their possessions, landlords are left wondering what their remedies might be to recover lost payment. An unusual self-help remedy for landlords is the discretionary right of distress, which allows a landlord to seize and hold property at the premises belonging to a tenant as security for unpaid rents, without prior notice. If the rent remains unpaid, the landlord may sell the seized goods and apply the proceeds to the outstanding arrears.

## The Right of Distress

The right of distress is a very unique remedy, seen as something of a relic of feudalism, which offers a great deal of discretion and self-guidance to landlords. Some jurisdictions, like Ontario, have abolished it as it relates to residential tenancy situations, however landlords still have this right in commercial lease situations.

There is a threshold test that needs to be met for a landlord to legally exercise the right of distress. The test is basic and simple as set out by Harvey M. Harber<sup>1</sup>,

- (a) There must be a landlord-tenant relationship, which means there must be a fixed rent payable by the tenant at certain intervals regardless of the fact a form lease exists. A landlord’s right to distrain property from a tenant remains for a period of 6-months from the date of expiry of the lease.
- (b) The tenant must be in possession of the premises.
- (c) There must be arrears owed to the landlord.

It is important to note that there is no requirement for the landlord to provide any notice of default or a demand letter before exercising the right of distress. However, practically speaking, most landlords

undoubtedly prefer to negotiate with tenants for unpaid rent before resorting to their right to distress, as the resulting situation strains the relationship going forward.

## Illegal Distress

Distress is actually illegal in certain circumstances including:

- where there is no landlord-tenant relationship,
- where rent is not in arrears,
- where the landlord makes an unlawful entry,
- where the landlord distrains on property not owned by the tenant,
- where the tenant is no longer in possession of the premises,
- where the landlord makes a second distress for the same arrears, or
- where the landlord claims distress for a debt other than unpaid rent.<sup>2</sup>

In these cases, the tenant may actually be awarded damages because of the illegal distress, so it is important for a landlord to ensure the test is met before distraining a tenant’s property.

## Tenants Being Creative

On the other hand, tenants have also created problems by creatively trying to avoid having their property taken. There have been situations where a tenant who suspects a landlord might invoke the right to distress, removes property from the premises fraudulently or clandestinely, sometimes even at night, to avoid having it distrained. In the case of *Tona Holdings Ltd. (receiver of) v. Mount Royal Village Ltd.*,<sup>3</sup> (“Tona”), the Alberta Court of Appeal accepted that the English Distress for Rent Act<sup>4</sup>, forms part of the law in Alberta. The relevant section of the Distress for Rent Act states that when a tenant withholds rent and fraudulently or clandestinely removes property off the premises, with intent to prevent the landlord from seizing it for arrears of rent, the landlord may then seize the property at its new location. An agent acting

for the tenant in Tona attended the premises in the evening hours and, without notice to the landlord, removed all of the merchandise, equipment and other property to a secret location over night. The evidence showed that the tenant was aware of the rent in arrears and that there was no other logical reason to remove the goods from the premises, except to prevent the landlord from taking them. The Court determined that the tenant had to disclose the whereabouts of the property to the landlord, who was allowed to distrain for rent, even though the property was no longer on the rented premises.

The recent Alberta case of *CriticalControl Solutions Corp. v. 954470 Alberta Ltd.*<sup>5</sup>, involved a similar situation in which a tenant, without notice to the landlord, had moved computers, from its premises to a new business location when it was unable to pay the rent. The landlord was permitted to attend at the new location and distrain the computers, because the tenant had removed them unlawfully, and because they were still the property of the tenant liable for the rent.

## Conclusion

In summary, a landlord’s right to distress may be exercised when rent is in arrears, and without notice to the tenant. However, landlords need to be aware that if a tenant suspects that distress might be coming, there is always a possibility the tenant may attempt a “midnight move” to avoid having its property seized. Fortunately for landlords, the courts have made it clear that landlords can distrain the property for arrears of rent, in spite of the fact that the property may be at a new location.

## Footnotes

<sup>1</sup> *Distress: A Commercial Landlord’s Remedy* (Toronto: Canada Law Book, 2001) at 178:

<sup>2</sup> *Ibid.*, at p.38

<sup>3</sup> 181 A.R. 230

<sup>4</sup> 1737, 11 Geo. 2, c. 19

<sup>5</sup> 2007 ABQB 242

# Guarantees & Indemnities in Commercial Leasing

by Sean Warshawski

## Introduction

Commercial landlords are increasingly seeking further protection and security from tenants, especially given the increased potential for the default or bankruptcy of their tenants associated with an economic downturn. Beyond letters of credit, security deposits, prepaid rent, and other financial security, the suretyship provides landlords with recompense in the event of the default or bankruptcy of their tenants.

“Suretyship” is the generic term for an agreement in which one person (the “surety”) agrees to answer for the obligations or liability of another person, and such agreements are commonly required in commercial leasing transactions. While a guarantee and an indemnity, (the most common forms of suretyship), are often referred to interchangeably, there are subtle but important legal distinctions of which landlords, tenants and sureties should be aware.

## Guarantees

In a guarantee, the guarantor agrees to answer for the default of the principal debtor. Thus, a guarantor is not liable until that debtor (tenant) defaults on a debt. Guarantees may also require a number of formalities, including compliance with the *Statute of Frauds*<sup>1</sup>, and where the guarantor is an individual, compliance with the requirements of the *Guarantees Acknowledgement Act*<sup>2</sup>, (the “Act”). Specifically, a guarantee must be in writing, and, where the guarantor is an individual, he or she must acknowledge the guarantee before a Notary Public. The Notary Public must be satisfied that the guarantor is aware of the nature and the consequences of the guarantee.

Given their unique relationship to the primary obligation, guarantors have historically benefitted from the equitable judgment of the courts. In addition to a defence based on a lack of compliance with the above-noted formalities, numerous defences can and have been employed by the guarantor to avoid liability.

## Indemnities

An indemnity is an agreement creating a primary and direct obligation from the indemnitor. The most significant difference between a guarantee and indemnity is that an indemnity is not conditional upon the prior default of another party (the tenant). Therefore, the indemnitor may be required by the landlord to perform the obligations of the tenant, despite the fact the tenant has not yet defaulted. In reality, this situation is highly unusual, likely leading to the interchangeable use of the terms guarantee and indemnity. However, unlike guarantees, neither the *Act* nor the *Statute of Frauds* applies to an indemnity.

As with a guarantee, most defences an indemnitor may employ to avoid liability under an indemnity may be precluded through careful drafting of the indemnity agreement. Another consideration when drafting an indemnity or guarantee is that courts will not necessarily characterize the suretyship as an indemnity or as a guarantee based solely on what the parties name the agreement. Therefore careful drafting is also necessary to avoid the accidental consequences of intending one type of suretyship, but ending up with another.

## Covenants

In this type of arrangement, a landlord requires that the third-party surety execute the lease as a co-covenantor. The co-covenantor under such a scenario is essentially a co-tenant, but without the right to occupy the leased premises. While these types of suretyships may avoid many of the defences that guarantors or indemnitors may raise, it necessitates that the landlord and tenant obtain the co-covenantor’s consent to any amendment, extension or renewal of the lease. Also, because the co-covenantor is essentially a tenant, any defences available to the tenant will also be available to the co-covenantor and any formal requirements affecting leases need to be complied with to ensure the covenant provisions are binding.

## Concluding Thoughts

In view of the distinctions between the different types of suretyships, the benefits and drawbacks of each type should be considered. As with any agreement, careful drafting of the surety agreement or provisions will go a long way towards protecting against the unintended consequences of creating one type of suretyship over another, and further against the defences which may relieve a surety of liability.

## Footnotes

<sup>1</sup>An Act for Prevention of Frauds and Perjuries, 29 Chas. 2 c. 3

<sup>2</sup>R.S.A. 2000, c. G-11

# Retail Leases:

The current economic downturn has had a serious impact on commercial tenancies in Calgary. Several years ago it was difficult for tenants to find a space to lease, and once they did find a suitable location, it was expensive. Today, there is ample commercial space available to rent, and the prices have dropped. The reasons behind this turnaround are numerous and several reasons are highlighted here. Firstly, existing businesses have put the brakes on any potential growth or expansion in the near future. They may even have decided to downsize and lay off staff, thereby reducing the space they require. Secondly, a greater number of insolvencies and reorganizations in today's economic climate result in tenants breaking their leases and either ceasing operations altogether, or moving their operations to new locations.

Commercial leases do not lose their validity merely because the market is performing poorly. Landlords and tenants must continue to abide by their leases, or face the legal consequences that flow from breaching or breaking a lease.

Two specific clauses typically found in commercial retail leases are important to note in today's market: the Continuous Operating Covenant (the "CO Covenant") and the Co-Tenancy Clause (the "Co-T Clause"). The *CO Covenant* is a covenant given by a tenant that it will operate its business in the manner specified in the lease itself. The covenant generally requires that the tenant maintain certain "best practices", including that it maintain sufficient stock, employ enough staff, create a welcoming atmosphere and stay open during set business hours. The *Co-T Clause* is a pledge given by the landlord that it will maintain a minimum threshold of tenants in the retail location. Understandably, this is of key importance to tenants generally, as no tenant wishes to be the sole business operating amidst closed and empty storefronts.

## The Shopping Mall Dynamic

The *CO Covenant* and the *Co-T Clause*, as found within commercial leases, serve as tools that help maximize revenues for the tenants, as well as to improve the overall success of the shopping



centre. Customers are more likely to make multiple trips to a shopping centre and to spend more money in that shopping centre if they are met with diverse stores that meet their needs and offer high-quality service. In this sense shopping mall tenants are highly interdependent; a shoddy business that fails to meet customers' needs takes away from the attractiveness of the mall as a whole; conversely, a popular store that is bright, bustling and friendly will draw clientele that will benefit all mall tenants. These two clauses represent an attempt to maximize the synergies between tenants.

## The Continuous Operating Covenant

The *CO Covenant* is a covenant given by the tenant to the landlord, and it is wholly in addition to the covenant to pay rent; instead, it pertains to the manner in which the tenant carries on its business. Specifically, the clause may require that the tenant carry on its

business with diligence, maintain adequate and knowledgeable staff, create an attractive store front, remain open during mall hours and the clause may even specify the type of business the tenant must carry on. This last point is especially important when the tenant is an 'anchor' tenant (one that draws a heavy flow of customers to the mall); it is imperative that the tenant not stray from that particular (and successful) line of business. A typical *CO Covenant* reads as follows:

The tenant will open for business fully fixtured, stocked and staffed by the Commencement Date and thereafter continuously, actively and diligently carry on, in the whole of the Premises throughout the Term, during the hours and on the days specified by the Landlord from time to time...

Generally, the presence of this covenant offers additional security to the landlord, and added liability to the tenant, in that the tenant must

# A Look at the Continuous Operating Covenant and the Co-Tenancy Clause

by Elizabeth Toews, Student-at-Law



abide by the covenant and is restricted from implementing certain changes to their business model if these changes would damage the overall profitability of the mall.

The remedies available to the landlord for a breach of the *CO Covenant* are unpredictable and weak. Even where the landlord incorporates penalties into the lease itself, there has been little proven success in enforcing *CO Covenants*. The potential remedies include damages, an injunction or the termination of the lease agreement. In order to succeed in a claim for damages, the landlord will have to prove that its business suffered a financial loss as a result of the tenant breaching the *CO Covenant*. This loss will be difficult to prove as long as the tenant is continuing to pay its rent. Where the other tenants in the shopping centre have suffered damages, the landlord will still have to prove that it has borne some of these damages in its own capacity (likely through a non-payment of rent). The most appropriate remedy would

be an injunction requiring the tenant to remain open for business and to abide by the *CO Covenant*, however, the courts are loath to issue such an order and rarely, if ever, do so. Finally, the landlord could view the breach of the covenant as a repudiation of the lease agreement, and could repossess the premises. However, this is not typically a viable option for the landlord, as it will be faced with a vacant, tenant-less retail space, which will only serve to exacerbate any financial woes.

## The Co-Tenancy Clause

Business owners have certain expectations of the retail location in which their business is located — they expect adequate parking for customers, security, a successful marketing campaign (to promote the retail location) and maintenance of the premises. However, foremost in most tenants' expectations is that the retail location will have minimal vacancies and that the existing tenants will be successful, robust

businesses that will attract a wide variety of customers. The understanding is that these factors will create synergies between mall retailers that will enhance their individual businesses. A *Co-T Clause* is intended to protect the tenants of the mall by ensuring that the landlord maintains a threshold level of businesses in the shopping centre.

*Co-T Clauses* vary in terms of the specific elements that are required of the landlord, and in terms of the potential consequences which befall a landlord who fails to meet the stated conditions. One common outcome where the landlord fails to maintain the threshold of occupancy is a reduction in the rent payable by the tenants. This reduction is contingent on the tenants remaining open for business; it would be unusual to include the right for tenants to cease operating, as that would only further contribute to the poor performance of the shopping centre. Another common element found in the *Co-T Clause* is the ability of the tenant to terminate the lease if, after a set period of time (anywhere from 3 months to 1 or 2 years), the landlord has not been successful in meeting the threshold of occupancy.

## Lessons Learned

The overall lesson to be learned is that commercial retail leases, and their terms, must be sufficiently flexible to operate in a soaring economy as well as in a financial downturn. The terms of the lease may benefit the landlord and tenant as their respective businesses flourish and grow, but may prove to be far too onerous when the economy takes a hard hit. The *CO Covenant* as well as the *Co-T Clause* are intended to protect and benefit the landlord and tenant, however, they should be drafted in a realistic manner that takes into account the possible hurdles that will be faced by the parties. Tenants should only agree to operate in a manner that they can be reasonably maintained for the full term of the lease. Landlords should not agree to maintain a zero vacancy rate unless this is truly attainable. If parties do not enter into a commercial lease that is a reflection of reality, they may find themselves invariably breaching the lease and potentially paying a high price for the breach.

# The Builders' Lien: Basic Rights & Obligations

by Megan Ross, Student-at-Law

## Introduction

There are unique financial risks in the construction industry; these risks are born out of the fact that many people who carry out construction work do not have a contractual relationship with the owner of the land. The current economic times exacerbate these risks because more contractors are not paying their accounts, leaving many parties who worked on the project in a difficult situation.

As a result of the perilous position of trades people, the provincial governments have given those who supply labour, services and materials to a construction project special protection. In Alberta this protection is afforded by the *Builders' Lien Act*<sup>1</sup>. (the "Act") This *Act* creates a lien, or a security interest in the land that has been improved by the work done.

## The Lien

A lien is a charge against the owner's interest in the land; the term "owner" is given an artificial rather than natural meaning<sup>2</sup>. An owner is anyone who has an interest in the land at issue, and has either directed the work to be done or benefits from the improvements made. Landlords, tenants and purchasers under agreements for sale may be "owners" for the purpose of a builders' lien.



The class of people who may claim a lien is broad and includes anyone who causes the work to be done, supplies, or rents materials for an improvement on the land. In order for a lien interest to arise, the improvement must be made on or for the benefit of the land. For example, work done on a laundry machine did not give rise to lien rights because it did not improve the property itself.<sup>3</sup>

The lien will arise as soon as the work has begun, or the first material is furnished.<sup>4</sup> However, once the lien is created, it must be registered in order for claimants to be able to rely on the rights conferred by the lien.

## Enforcing a Lien Claim

Even though a lien is created as soon as the “first spade hits the earth”, the lien claimant will have to register the lien within the strict time limits established in the *Act*. The lienhold interest may be lost if the procedures and timelines are not closely followed. Further, a lien claimant cannot commence an action to enforce its rights until the interest is registered.

In order to maintain a claim for a lien, the claimant must register its claim with the Land Titles Office no more than 45 days from either: the last day of construction, or the day the contract was completed or abandoned.<sup>5</sup> It is important that the registration statement be in the appropriate form, and include an affidavit verifying the statement of the lien.<sup>6</sup>

Once the lien is registered, the lienholder will have 180 days to bring an action to enforce the lien and file a Certificate of Lis Pendens (“CLP”) with the Land Titles Office. A CLP is meant to alert potential purchasers and other interested persons that there is a pending law suit affecting title against which the lien and CLP are registered.<sup>7</sup> If a claimant fails to commence an action or file notice within 180 days from the date of registration, the lien will generally cease to exist.<sup>8</sup>

In limited circumstances, a lien claimant which has missed the 180 day period may still be able to rely on the legal action of another lien holder to enforce its rights. This process is known as “sheltering”, and occurs when one lien claimant joins the lawsuit of another lien claimant. The action must be with respect to the same property, and must have been commenced within the appropriate timeframe. While this process is potentially very useful to prevent what would otherwise be the total extinguishment of a lien claimant’s rights, it would be unwise to rely on the possibility of “sheltering” unless it is necessary to do so.

## Priority of Liens

Registration of a lien statement is always prudent and should be done as soon as possible. A lien claimant is the purchaser of the improved property to the extent of its interest. The system of land ownership in Alberta is premised on a concept of “first in time, first in right”; if an interest in the property isn’t registered, then the buyer cannot reasonably be expected to know about it. Therefore, if a lien hasn’t been registered the owner of the land can sell or mortgage the improved property to a third party, which could render the lien nugatory.

A registered mortgage, or mortgage registered by caveat has priority over a lien if the mortgage is secured and money under the mortgage has been advanced before the lien is registered.<sup>9</sup> Conversely, the lien will take priority over monies advanced pursuant to the mortgage on a date after the lien was registered. The Act makes one exception to this general rule: if a mortgagee advances funds in reliance on a search of a certificate of title showing no statement of lien made on the same day, the advance will take priority even if the statement of lien was actually registered that day, but not early enough to show up on the certificate of title yet.<sup>10</sup>

## Conclusion

There are special protections available to those who provide work and services on construction projects because of the unique financial risks associated with these positions. The Act provides for potentially powerful remedies for people who would otherwise be left without recourse. While in the past industry practice has favoured not registering liens, the increased risks associated with these current economic times may warrant a re-examination of this practice.

### Footnotes

<sup>1</sup> R.S.A. 200 c.B-7 (hereinafter referred to as “Builders’ Lien Act”)

<sup>2</sup> *Big Bend Const. Ltd v. Donald* (1958), 25 W.W.R. 281 (Alta S.C.) reversed on other grounds, 26 W.W.R. 336 (Alta C.A.).

<sup>3</sup> *Hubert v. Shinder*, [1952] O.W.N. 146 (C.A.); see also, *Hett v. Samoth Realty Projects Ltd.* (1977), 3 Alta. L.R. (2d) 97 (C.A.).

<sup>4</sup> *Builders’ Lien Act*, s. 10

<sup>5</sup> *Builders’ Lien Act*, s.41

<sup>6</sup> *Builders’ Lien Act*, s.35

<sup>7</sup> *Builders’ Lien Act*, s. 43(1)(b)

<sup>8</sup> *Builders’ Lien Act*, s. 43

<sup>9</sup> *Builders’ Lien Act*, s.11(4)

<sup>10</sup> *Builders’ Lien Act*, s.1



# BD&P and Habitat for Humanity

Habitat Calgary works in partnership with low-income families and the community to build hope through the construction of simple, decent and affordable homes for Calgary's families in need. BD&P has partnered with Habitat for Humanity Calgary since 2002 to help address the crisis in affordable housing in our city. Together, we have built a relationship of which we are immensely proud.

BD&P is very excited about its 2009 build — its 7th build with Habitat for Humanity Calgary. BD&P will fund the building costs and provide significant volunteer labour and resources for one half of a duplex in the Elgin area in Southeast Calgary. Staff at BD&P joined the prospective new homeowner on VIP or Framing day on October 17, 2009 and made significant headway. The structure will be home before they know it, to a single mom and her 4 young daughters who are anxiously awaiting the move to their new home.



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