



**Habitat**  
**for Humanity**<sup>®</sup>  
Heartland Ontario

**DISCLOSURE STATEMENT FOR  
BRANTWOOD PARK**

**A PROPOSED STANDARD (PHASED) CONDOMINIUM  
at 200 Brantwood Park Rd., Brantford, Ontario**

This disclosure statement is made on November 26, 2021.

The Declarant is **Habitat for Humanity Heartland Ontario Inc.** (hereafter "Habitat")

The Declarant's address is 80 Morton Ave East, Brantford, Ontario N3R 7J7.

The municipal address of the condominium is on 200 Brantwood Park, Brantford, Ontario.

Unless otherwise defined in this document, terms herein that are capitalized will be terms defined in the *Condominium Act, 1998*, or the declaration that accompanies this disclosure statement.

#### **ARTICLE 1 – BRANTWOOD PARK CONDOMINIUM**

1. Habitat is developing a phased standard condominium plan pursuant to Part XI of the *Condominium Act, 1998* (the "Act"), which is referred to in this disclosure statement as "Brantwood Park Condominium".
2. The project is intended to help change the trajectory of affordable homeownership and provide a solid foundation of success for homebuyers and for the community. Units are being marketed at market-level home ownership rates to traditional purchasers (through a development partner) and to others who have a steady income and meet the other qualifications to partner in Habitat's affordable homeownership program.
3. Brantwood Park Condominium is designed to contain fifty-six (56) stacked townhome-style units once the development is complete. These are proposed to be constructed in up to seven stages, as discussed in Article 2 of this disclosure statement. However, if unit sales are slower or faster than anticipated, Habitat reserves the right to develop the condominium with fewer or more units and/or to proceed with the project in fewer or more stages or phases than is disclosed in this document or in any other marketing materials shown by Habitat. Further, Habitat reserves the right to adjust the location of units, parking spaces, driveways, walkways at its discretion without further disclosure, provided the basic principles of the development are not substantially compromised.

#### **ARTICLE 2 - PHASING OF BRANTWOOD PARK CONDOMINIUM**

1. Under the Act, creation of a condominium requires registration of a document – called a "declaration" – that establishes basic rights and obligations pertaining to the care and ownership of the property, and a survey plan – called a "description" – that illustrates how the property is defined and divided into units and common elements. Where the condominium is a phased condominium, a single condominium comes into existence in stages with multiple registrations. The first stage is created by registration of the declaration and description over a portion of the lands proposed to become part of the condominium. This is sometimes referred to as the "initial registration". Later, additional lands are added to the condominium by registration of amendments to the declaration and description. Each stage after the first stage is referred to in the Act, and in this disclosure statement, as a "phase". At the completion of registration of the declaration, description and all subsequent amendments, there will be just one condominium that is comprised of the lands subject of the initial registration and all phases.
2. Habitat has not determined the exact number of registrations needed to create Brantwood Park Condominium. There could be as many as seven registrations – one for each block of either (8) stacked townhomes. The initial registration is estimated to be completed by Fall 2021, and later registrations will happen in 60-90 day installments thereafter. However, this is an estimate only and is included here only because the Act requires the statement to be made; there really is no way of accurately estimating when registration of a phase or stage will occur. How quickly construction and marketing occurs will determine the number of phases and the timing of the registration of each phase. Further, Habitat is not required to create a phase or add more units to Brantwood Park Condominium after the initial registration or after the registration of any subsequent phase. Ultimately, no amendment to the declaration and description to create a phase may be registered more than ten (10) years after the initial registration of the declaration and description that created the Corporation.
3. The common elements of the project include the exterior components of each building, yard and landscaped areas, driveways and parking spaces. There are no other major common elements or amenities in the condominium.
4. Cross easements to provide for such things pedestrian and vehicular access, flow of water for drainage and all utilities and like services, will be created in the declaration and each amendment to declaration registered to create a phase so that the property as a whole shall be able to operate effectively and appropriately for its residents both before and after completion of the project. There may also be easements to provide for Habitat's construction activities across such lands.

#### **ARTICLE 3 - UNIT BOUNDARIES, USES AND UNIT OWNER OBLIGATIONS**

1. The units in Brantwood Park Condominium are to have "traditional" unit boundaries. This means that the boundaries of each unit shall be defined so as to exclude from the units all of the townhome exterior building

envelope, structural components and the driveway, front and rear yard area adjacent to the said townhome. All parts of the property that are not designated as part of the units are common elements. These may include curbs, sidewalks and street lighting, as well as the exterior building envelop (e.g., cladding, roof materials, etc.), balconies and patios. Purchasers are advised to carefully review Schedule C and other relevant contents of the proposed declaration for Brantwood Park Condominium to further ascertain the extent of the unit boundaries.

2. Each unit is restricted for use as a residential dwelling. Various specific conditions and restrictions relating to use of the units are set out in the draft declaration that accompanies this disclosure statement. For clarity, none of the units or proposed units may be used for commercial or other purposes not ancillary to use as a residential dwelling, except as expressly allowed in the declaration. Use for short term or transients leasing, as an inn, rooming house, "bed & breakfast," and similar uses are all prohibited. Dangerous, illegal and nuisance-producing uses of units are also prohibited. The declaration also contains restrictions related to leasing units.
3. Smoking of tobacco or cannabis within the units and common elements is prohibited. Medical exceptions for cannabis use may be made. The declaration contains additional details regarding these restrictions.
4. Contribution to common expenses and common interest allocations are to be allocated amongst all units equally. The actual percentage allocations will change as each phase is registered and should lower for each unit, since the number of units contributing to the common expenses and sharing in the common interest will increase. In respect of the actual costs, Habitat anticipates that several of the condominium's expenses will be overall proportionate to the number of units that will be added to the condominium by each phase. In fact, some budget figures may increase greater than proportionately and others less than proportionately. However, such changes may not be equal, and the overall per unit proportionate common expenses amount is expected to decrease as a result of the registration of additional phases. At this stage, however, this is merely speculative and should not be relied upon as a certainty.
5. Each unit owner shall maintain and repair (including repair or replacement after wear and tear, failure and/or damage) such owner's unit and all improvements. For clarity, this means that the reserve fund of the Corporation cannot be used to effect major repair to or replacement of any part of a unit (subject to any future changes to Ontario condominium legislation). As such, each unit owner shall be solely responsible for the costs of all maintenance, repair and eventual replacement of all components of such owner's unit (including the foregoing listed components) without contribution from the Corporation.
6. Unit owners also have the primary obligation to maintain and repair their units. The condominium corporation has the primary obligation for the common elements, including to water, mow and otherwise tend lawns and garden areas.
7. Pursuant to the Act, a unit owner must obtain the consent of the Board of Directors of the condominium (the "Board") to make any alterations that affect the common elements. The declaration contains additional provisions relating to alterations of the property, including the units. Such provisions relate to matters such as air conditioners, telecommunication devices, and the reconfiguration of rooms within the unit.
8. No changes within or to a unit will be permitted that would:
  - a. adversely affect noise attenuation features of the unit or the structure in which the unit is situate; or
  - b. diminish the fire rating of the unit or the structure in which the unit is situate; or
  - c. violate any applicable Building Codes, property standards or building regulations.
9. Habitat is entitled to complete all buildings and all improvements to the Development Lands, enter onto the common elements and units to complete the condominium, display signage on the common elements, maintain units as models for display and sale purposes, have potential purchasers and tenants visit any units owned by Habitat (including viewing the common elements and passing across same), and otherwise maintain construction offices, displays and signs on the common elements and in the units owned by Habitat, until all units in the development have been sold and conveyed by Habitat and until Habitat has completed all of its work.

#### **ARTICLE 4 – WARRANTY**

1. There are no representations with respect to the quality of materials or appearance of buildings other than those specifically set out as representations in this disclosure statement.
2. Brantwood Park Condominium is subject to the *Ontario New Home Warranties Plan Act*. Habitat has enrolled the units and common elements of the condominium in accordance with that legislation.
3. Since Habitat is providing the *Ontario New Home Warranties Plan Act* warranty on units that have not been previously occupied by tenants, no other warranties are provided.

4. This warranty provides:
  - a. that the unit,
    - i. is constructed in a workmanlike manner and is free from defects in material,
    - ii. is fit for habitation, and
    - iii. is constructed in accordance with the Ontario Building Code;
  - b. that the unit is free of major structural defects as defined by the regulations to the *Ontario New Home Warranties Plan Act*;
  - c. there will be no water penetration through the basement or foundation of the unit for two years after the date upon which the unit is completed for possession;
  - d. that the unit is constructed in a workmanlike manner and is free from defects in materials including window, doors and caulking such that the building envelope of the unit prevents water penetration;
  - e. that the electrical, plumbing and heating delivery and distribution systems are free from defects in material and workmanship;
  - f. that all exterior cladding of the unit is free from defects in material and workmanship resulting in detachment, displacement or physical deterioration; and
  - g. that the unit is free from violations of the Ontario Building Code regulations under which the Building Permit was issued, affecting health and safety, including but not limited to fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy.
5. The *Ontario New Home Warranties Plan Act* warranty excludes:
  - a. defects in materials, design and workmanship supplied by the unit owner;
  - b. secondary damage caused by defects, such as property damage and personal injury;
  - c. normal wear and tear;
  - d. normal shrinkage of materials caused by drying after construction;
  - e. damage caused by dampness or condensation due to failure by the unit owner to maintain adequate ventilation;
  - f. damage resulting from improper maintenance;
  - g. alterations, deletions or additions made by the unit owner;
  - h. subsidence of the land around the building or along utility lines, other than subsidence beneath the footings of the building;
  - i. damage resulting from an act of God;
  - j. damage caused by insects and rodents, except where construction is in contravention of the Ontario Building Code;
  - k. damage caused by municipal services or other utilities; and
  - l. surface defects in workmanship and materials specified and accepted in writing by the unit owner at the date of possession.
6. The warranties set out in paragraph 4.a. above apply only in respect to claims made within one year after the unit is completed for possession.
7. The warranties set out in paragraph 4.b. above apply only in respect to claims made within seven years after the unit is completed for possession.
8. The warranties set out in paragraphs 4.c. to 4.g. above apply only in respect to claims made within two years after the unit is completed for possession.
9. Appliances are generally sold only as extras with the purchase of the units. Unit owners will be responsible for

the chattels and appliances from occupancy and to process any manufacturer's warranty claims themselves.

#### **ARTICLE 5 - CONVERSION FROM PREVIOUS USE**

No building on the property or a unit or a proposed unit has been converted from a previous use.

#### **ARTICLE 6 - MODEL HOMES**

Habitat reserves the right to maintain one or more units in any stage of Brantwood Park Condominium development as model homes for marketing purposes until after the registration and sale of all units in the condominium. Habitat also reserves the right to use the model homes in Brantwood Park Condominium during and after completion of the development to sell homes in any other projects of Habitat and/or any of its related companies.

#### **ARTICLE 7 - UTILITIES**

1. All utilities are proposed to be separately metered to each unit by the supplier of the same and paid by the owner of the unit to which the same are supplied. As a result, common expenses do not include any payments on account of such utilities supplied to a unit.
2. All units are heated by forced air using hydronic fan coil units.

#### **ARTICLE 8 - PERMITTED PETS IN BRANTWOOD PARK CONDOMINIUM**

1. There are restrictions in the declaration and rules of the Corporation in relation to the number and types of pets that may be kept by an owner in his or her unit. Full details regarding restrictions on permitted pets are set out in the declaration and rules in your disclosure package.
2. By way of summary, and without intending to comprehensively explain the restrictions set out in the draft documents, permitted pets include a maximum of two (2) domestic dogs weighing 22 kilograms or less each and two (2) housecats (or up to one of each such dog and cat) in any one (1) unit. Certain breeds of dogs are not permitted to be kept as pets in any unit such as: Pit Bull, Rottweiler, Doberman, Akita, any sort of guard dog or dog originally bred for fighting, or such other breed as the Board may determine from time-to-time.
3. Other types of animals may be kept as permitted pets, such as: parakeets, budgies, canaries, parrots and birds of that sort, small fish and/or turtles kept in one or more aquariums the total volume of which does not exceed 120 liters, usual children's pets (for example only, gerbils, hamsters, rabbits and guinea pigs) , Further, the condominium has discretion from time to time to prohibit pets which may give rise to safety concerns by the residents and therefore be prohibited.
4. The Board is entitled to establish by resolution from time to time one or more lists identifying types of permitted or non-permitted pet.

#### **ARTICLE 9 - PARKING**

1. Each unit will be allocated one exclusive use parking space. Additional spaces will be used for visitor parking, or other uses at the condominium corporation's board and owners may decide.
2. Only automobiles, station wagons, sport utility vehicles, passenger vans, pick-up trucks or motorcycles (i.e., regular passenger motor vehicles) may be parked in any permitted parking area.
3. There shall be no parking or storage of derelict vehicles, recreational vehicles or commercial vehicles on the condominium property.
4. There are six (6) accessible parking spaces. Residents who need accessible parking spaces may, in effect, trade their unit's exclusive use parking space for one of the accessible parking spaces. Otherwise, the accessible parking spaces will remain open for visitor parking. Unit occupants and visitors who would not qualify as persons with a disability, as that term is used in the regulations under the Highway Traffic Act, should not make use of the accessible parking spaces. The corporation may make rules intended to prohibit and penalize such improper uses.

#### **ARTICLE 10 - CONDOMINIUM DECLARATION**

The declaration outlines, amongst other things:

- a. the division of ownership of units and common elements, detailing the boundaries of the units. (Each unit is separately owned and the common elements are collectively owned by all of the unit owners. A schedule to the declaration describes the boundaries of units which separates them from the common elements. The common elements are comprised of everything within the condominium's boundaries that is not part

of a unit.);

- b. the percentage ownership that each unit owner has in the common elements and the percentage contribution required of each unit owner toward payment of common expenses; and
- c. some provisions of this disclosure statement and other provisions that affect the use of the units and the common elements.

#### **ARTICLE 11 - CONDOMINIUM BY-LAW**

By-law Number One sets out the requirements for:

- a. holding and conducting annual and special meetings of homeowners and the board;
- b. notice requirements for meetings;
- c. voting rights of owners and mortgagees, including electronic voting;
- d. election of a Board of Directors and appointment of officers of the condominium;
- e. assessing and collecting common expenses;
- f. the borrowing of money by the condominium; and
- g. mediation;

and the by-law further defines the "Standard unit" for each of the units in the Corporation.

*It is important that each owner be aware that the condominium's by-law will define the Standard unit as only including that part of the unit which is required to be completed in order to permit Habitat to effect registration of the condominium. All "completion" items within a unit over and above this vary basic level of construction will be deemed "improvements", as that term is used in the Act, and must therefore be insured by the unit owner at the owner's own cost.*

#### **ARTICLE 12 - RULES**

1. The rules are to promote the safety, security and/or welfare of the owners and to prevent unreasonable interference with the use and enjoyment of the common elements and of the units. New rules may be passed or existing rules may be amended or repealed by a vote of unit owners representing a majority of the units in attendance at a properly constituted meeting.
2. The rules should be carefully reviewed as they govern many aspects of day-to-day life within the condominium. Among other things the rules govern and restrict the placing of signs, advertisements and notices, the parking of vehicles and types of vehicles allowed.

#### **ARTICLE 13 - SALE TO INVESTORS**

Habitat does not intend to market blocks of units to investors, but reserves the right to sell more than one unit to a purchaser who wishes to purchase more than one unit.

#### **ARTICLE 14 - LEASING UNITS**

Habitat intends to sell all of the units in the project and the anticipated per cent of units that Habitat intends to lease is zero (0) percent. However, Habitat maintains the right to lease one or more units that it does not sell.

#### **ARTICLE 15 - AGREEMENTS**

1. The Corporation will be required to enter into an Indemnity Agreement regarding Municipal and Utility Supplier Agreements Covenants and Schemes, a draft copy of which accompanies this disclosure statement. This agreement obligates the Corporation to comply with all applicable agreements, provide information that Habitat needs for disclosure and registration of future phases, and comply with limitations on budget expenditures.
2. The Corporation may be required to enter into an agreement with the Declarant pursuant to section 98 of the Act, anticipating the potential for modifications to the common elements that owners might want and be permitted to make. This agreement will not constitute approval for any such modifications; the condominium board of directors will be responsible for deciding whether or not to approve a modification proposed by a unit owner, and has the discretion to refuse to allow it.

3. There may be other agreements with service providers that the corporation is required to enter into.

#### **ARTICLE 16 - AMALGAMATION**

Habitat does not intend to cause the Corporation to amalgamate with another Corporation within 60 days of the date of registration of the declaration and description for the Corporation, and, to the knowledge of Habitat, the Corporation does not intend to amalgamate with another Corporation.

#### **ARTICLE 17 - OTHER PAYMENTS**

Habitat's proposed budget for the first year of operation of Corporation does not include items that are not properly the responsibility of the Corporation to pay, including each of the following amounts that each owner of a unit is responsible for paying:

- a. municipal property taxes, assessments, and levies applicable in respect of such owner's unit;
- b. the supply of all utilities and services to such owner's unit, such as water, sewer, natural gas, electricity, cable television and telephone;
- c. any insurance premiums with respect to the unit for coverage over and above that which the Corporation is required to obtain pursuant to the Act and the draft declaration of the Corporation;
- d. maintenance, replacement and repair costs of all components of such owner's unit; and
- e. replacement and repair costs of all appliances or fixtures of the unit, including (if any) a water heater, water softener, air-conditioning equipment and furnace.

#### **ARTICLE 18 - UNITS EXEMPT FROM COSTS**

No unit is exempt from a cost attributable to the rest of the units.

#### **ARTICLE 19 - COMMON ELEMENT LEASES OR LICENSES**

Habitat may enter (or, more precisely, may cause the condominium corporation to enter) into one or more agreements with suppliers to provide television and internet service to all units by cable, satellite or direct transmission, which agreements generally take the form of or include easements or other rights of access to allow for installation, maintenance, upgrades and the marketing or provision of services. No other leases or licenses over the common elements of the Corporation are contemplated other than the easement rights expressly set out in the draft declaration to allow for municipal and utility services to be provided to the units and common elements.

#### **ARTICLE 20 - INSURANCE TRUST AGREEMENT**

There will be no insurance trust agreement unless the same is established by the Corporation after its registration.

#### **ARTICLE 21 - INSURANCE**

1. The Corporation only maintains insurance coverage on behalf of the owners to the extent required under the Act and the draft declaration on the common elements and those components of the units defined as "standard" in the by-law.
2. Each unit owner must insure all components of such owner's unit over and above the Standard unit. Basically, the definition of the Standard unit only includes that shell part of the unit, including subflooring and drywall, which is required to be completed in order to permit Habitat to effect registration of the condominium. All "completion" or finishing items within a unit over and above this level of construction must be insured by the unit owner pursuant to his or her own insurance policy. In order to ensure proper coverage is obtained, it is strongly recommended that each owner provide his, her or its insurance agent with a copy of the Corporation's standard unit definition.
3. Each owner should obtain his, her or its own additional insurance. The Corporation's insurance does not protect the owner from many types of loss including public liability (including damages that occur in the outside areas or exclusive use areas appurtenant to a unit), loss or damage to personal items and chattels or improvements of the residential dwelling units. Each owner should approach an insurance agent knowledgeable with respect to condominium insurance to be properly advised as to what insurance is required.

#### **ARTICLE 22 - ADJACENT LANDS**

1. Habitat does not own any land adjacent to the Development Lands; however, depending on the unit in respect of which this disclosure is given, Habitat may still own lands that are proposed for future phases of this

condominium but are not yet part of it.

2. Should Habitat decide not to register any portion of the Development Lands as part of Brantwood Park Condominium condominium property, Habitat reserves the right and may develop such land at its discretion.

#### **ARTICLE 23 - MISCELLANEOUS MATTERS**

1. The municipality requires that every purchaser be advised that no alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of the City of Brantford and the condominium corporation.
2. Habitat has no actual knowledge of any judgments against the condominium to be created by Habitat, nor does it have any actual knowledge of any pending lawsuits to which the condominium is or will be a party.
3. There are no reserve funds nor will there be any reserve funds established for the condominium other than the reserve funds collected after registration of the condominium.
4. Plantings by Habitat may be completed in the first planting season following registration of the condominium if not completed at the time of registration. It will become the immediate responsibility of the condominium to maintain water and weed those plantings to insure their survival.
5. Subject to the condominium establishing a charge for anything that is currently supplied by Habitat there are no services that Habitat provides or for which it pays that might reasonably be expected to become a common expense at any subsequent time.
6. Under subsection 82(8) of the Act Habitat is entitled to retain the excess of all interest earned on money held in trust over the interest that it is required to pay to the purchaser under section 82 of the Act.
7. There are no major assets and property that Habitat has indicated that it may provide, even though it is not required to do so.
8. There are no units and or assets that the condominium is required to purchase, services that it is required to acquire or agreements and leases that it is required to enter into with Habitat or a subsidiary body corporate, holding body corporate or affiliated body corporate of Habitat, other than as set out in Article 15 of this disclosure statement.
9. Any trees shown on any landscaping plan are scaled to be their estimated full-grown size to show their relationship to buildings and other site aspects. The actual size of the trees planted by Habitat may be smaller or larger.
10. Habitat has no obligation to provide air conditioning to units unless it has specifically agreed to do so elsewhere in a signed agreement to provide the same.
11. Chattels and appliances, if any, purchased with units do not have any warranty from Habitat. The agreement of purchase and sale operates to assign any manufacturer's warranty. Unit owners will be responsible for the chattels and appliances from occupancy and to process any manufacturer's warranty claims themselves.
12. Garbage and recycling pickup are proposed to be performed by a private contractor.
13. There are no restrictions or standards with respect to the occupancy or use of units or proposed units or the use of common elements or proposed common elements that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property. For clarity, there are restrictions on occupancy and use, but they are based on other factors.
14. No common interest appurtenant to any unit or proposed unit differs in an amount of 10 per cent or more from that appurtenant to any other unit or proposed unit of the same type, size and design.
15. No owner of any unit or proposed unit is required to contribute to the common expenses in an amount that differs in an amount of 10 per cent or more from that required of the owner of any other unit or proposed unit of the same type, size and design.
16. The following provisions of the Condominium Act, 1998, are required to be included in disclosure statements for all newly built condominiums:

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#### ***Sections 73 and 74 of the Condominium Act, 1998 state:***

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73. (1) A purchaser who receives a disclosure statement under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 73 (1).



**Notice of rescission**

- (2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to Habitat or to Habitat's solicitor who must receive the notice within 10 days of the later of,
- (a) the date that the purchaser receives the disclosure statement; and
  - (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by Habitat and the purchaser. 1998, c. 19, s. 73 (2).

**Refund upon rescission**

- (3) If a declarant or Habitat's solicitor receives a notice of rescission from a purchaser under this section, Habitat shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that Habitat received the money until the date Habitat refunds it. 1998, c. 19, s. 73 (3).

**Material changes in disclosure statement**

- 74.(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, Habitat shall deliver a revised disclosure statement or a notice to the purchaser. 1998, c. 19, s. 74 (1).

**Definition**

- (2) In this section, "material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,
- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the proposed declaration and description for the corporation,
  - (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
  - (c) a change in the portion of units or proposed units that Habitat intends to lease,
  - (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or
  - (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation. 1998, c. 19, s. 74 (2).

**Contents of revised statement**

- (3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of Habitat may be material changes and summarize the particulars of them. 1998, c. 19, s. 74 (3).

**Time of delivery**

- (4) Habitat shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 74 (4).

**Purchaser's application to court**

- (5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change. 1998, c. 19, s. 74 (5).

**Rescission after material change**

- (6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that Habitat does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,
- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if Habitat delivered a revised disclosure statement or notice to the purchaser;
  - (b) the date on which the purchaser becomes aware of a material change, if Habitat has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change;

and

- (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or Habitat, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6).

**Notice of rescission**

- (7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to Habitat or to Habitat's solicitor. 1998, c. 19, s. 74 (7).

**Declarant's application to court**

- (8) Within 10 days after receiving a notice of rescission, Habitat may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5). 1998, c. 19, s. 74 (8).

**Refund upon rescission**

- (9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that Habitat received the money until the date Habitat refunds it. 1998, c. 19, s. 74 (9).

**Time of refund**

- (10) Habitat shall make the refund,
  - (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor Habitat has made an application for a determination described in subsection (5) or (8) respectively; or
  - (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or Habitat has made an application under subsection (8). 1998, c. 19, s. 74 (10).