



Understanding the Land Title Application Form C (Charge)

HYBRID (LIVE + REBROADCAST) WEBINAR

Presenters: Dustin Meyer, Deputy Registrar of Land Titles
and Chris Smith, Deputy Registrar of Land Titles

April 13, 2023 | 11am-12pm

What we will cover in today's session

- What is a Form C Charge?
- Review common charge types (NOIs), each requiring specific information
 - Purpose
 - Essential elements required for registration
 - Issues
- Overview of common Form C Charge defects
- Quick Takeaways & help resources

What is a Form C Charge?

- Used to either grant new charges or deal with existing charges
- Always consists of Part 1 (Form C) and Part 2 (Terms of Instrument)
 - Terms of Instrument can be either filed standard terms or express charge terms
- 32 Natures of Interest
 - e.g. Option to Purchase, Statutory Right of Way, Priority Agreements, etc.
 - Enter the nature of interest and, if applicable, the related charge number of an existing charge and click Add to List.
 - Charge number format, e.g. CB12345


Form C Charge | NOIs – reviewed today

- Option to Purchase
- Assignment of Rents
- Easement
- Statutory Right of Way (SRW)
- Covenant
- Lease/Sublease/Assignment of Lease
- Modification of Charges
- Priority Agreement

Nature of Interest (NOI) - represents specific types of interests in land granted in an application

Form C Charge NOIs – reviewed today

← Return to Package Go to Application ▾

Form C (Charge) 

Manage Form Data ▾ Delete Application

Status: **Drafted**

- Applicant
- Charge, Lien, Interest or Notation**
- Description of Land
- Charge Terms
- Transferor
- Transferee
- Execution
- Part 2 or Informational Document
- Web Filing Form

Charge, Lien, Interest or Notation

Enter the type and charge number of the related charge, lien, or interest and click Add to List.

Select type ▾

- Select type
- Assignment of Lease
- Assignment of Rents
- Assignment of Right to Purchase
- Covenant
- Easement
- Easement and Indemnity Agreement
- Equitable Charge
- Extension of Mortgage
- Grant of Timber
- Lease
- Lease (S.99 (1)(J) LTA)
- Mining Agreement
- Modification
- Modification of Lease
- Option to Lease
- Option to Purchase
- Party Wall Agreement
- Priority Agreement
- Profit a Prendre

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Charge, Lien, Interest or Notation

- Rent Charge
- Restrictive Covenant
- Right of First Refusal
- Right to Purchase
- Royalty Agreement
- Statutory Right of Way
- Statutory Right of Way - Crown Land
- Sub Right to Purchase
- Sublease
- Timber Agreement
- Transfer of Charge
- Undersurface Rights
- Vancouver City Street Lease

About LTSA

Form C Charge General Requirements

- Interest applied for
- Voluntarily executed by the transferor
- Standard charge terms or express charge terms
- Proper words of grant
- Consideration

NOI – Option to Purchase

- **Purpose**

- Give notice that the charge owner is entitled to request a transfer of the fee simple or portion of the fee simple interest in the lands in accordance with the terms of the instrument.

- **Essential elements required for registration:**

- Option is granted for the entire parcel of land(s)
- Words of grant
- Purchase price or method to determine it
- Process regarding the exercise of the option to purchase
- No other existing agreement overrides the terms of the option to purchase

NOI – Option to Purchase

- **Issues**

- Contingent on subdivision
- References to contracts of purchase and sale

NOI – Option to Purchase | Grant

The Option

1. Subject to the terms and conditions of this Agreement and in consideration of the sum of **ONE (\$1.00) DOLLAR** now paid by the Purchaser to the Vendor (the receipt and sufficiency of which is hereby acknowledged) the Vendor hereby grants to the Purchaser the sole and exclusive option to purchase the Lands free and clear of all encumbrances **SAVE AND EXCEPT** the Permitted Encumbrances.

Source: Excerpt from a registered option to purchase

NOI – Option to Purchase | Example wording

4.6 Contradictions

The Vendor and the Purchaser agree that this Agreement has been entered into solely for the purpose of registering a notice of the Purchaser’s option to purchase against title to the Property. The existence or absence of any terms, obligations or conditions of this Agreement shall not detract from the parties’ rights and obligations under the Contract or any other agreements between the Vendor and the Purchaser relating to the Property (collectively, the “Other Agreements”). Furthermore, the Purchaser and the Vendor covenant, acknowledge and agree with each other that the terms and conditions in the Contract and any Other Agreements shall survive the execution, delivery and registration of this Agreement and shall survive for the longer of: (i) the duration of the Option Period; and (ii) such time as set out in the Contract or Other Agreements. Nothing in this Agreement supersedes any of the terms of the Contract or any Other Agreements and, without limiting the generality of the foregoing, and save and except as to the Completion Date during the Option Period, in the event of a contradiction between the terms of this Agreement and the terms of the Contract and any Other Agreements, the terms of the Contract and any Other Agreements, as applicable, shall prevail.

Source: Excerpt from a defective option to purchase

NOI – Assignment of Rents

- **Purpose**

- To grant additional security for a loan

- **Essential elements required for registration:**

- Words of grant
- Consideration
- Web filing standardized grant and consideration

- **Issues**

- Must have expressed or filed standard charge terms

NOI – Assignment of Rents | Examples

(6) Part 2 of the general instrument must consist of all other terms of the general instrument and must be adopted in any one of the following forms:

- (a) a set of standard charge terms filed under section 235;
- (b) terms that are expressly set out in Part 2 of the general instrument.

Part 2 of this instrument consists of

- (a) Filed Standard Charge Terms

D F Number



MT# Not Permitted

- (b) Express Charge terms (annexed to this charge as Part 2)

A selection of (a) includes any additional or modified terms.

Source: [Form C \(Charge\) Web Filing Guide](#)

NOI – Assignment of Rents Grant

Charge, Lien, Interest or Notation

Charges, liens, or interests (7) Add New

Type	Number	Actions
Assignment of Rents		Remove

Add Information (optional)

Previous 1 Next

Terms of Instrument

Enter the details of grant

Consideration Value

\$ 1

Other consideration ?
other valuable consideration

Enter any additional or modified terms

Standardized consideration

Additional or modified terms

Source: [Form C \(Charge\) Web Filing Guide](#)

NOI – Assignment of Rents Grant



Land Title Act

Charge

General Instrument – Part 2

In consideration of **\$1.00 and other valuable consideration**, the Transferor hereby assigns to the Transferee, its successors and assigns, all rents relating to the lands described in Item 2 of the Form C to which this is attached.

Source: [Form C \(Charge\) Web Filing Guide](#)

NOI – Easement

- **Purpose**

- A limited right granted for the benefit of the dominant tenement over land of the servient tenement which allows the owner of the dominant tenement to use the land or a portion of the land

Essential elements required for registration:

- Definition of the dominant and servient tenements
- Words of grant
- Consideration
- Easement must accommodate the dominant tenement

NOI – Easement

- **Issues**

- Proper markup against the servient lands.
- Blanket or part-in-plan
- Crane swing easement registrability concerns

NOI – Easement | Crane Swing Grant

2. EASEMENT IN FAVOUR OF TRANSFEREE LANDS

- 2.1. The Transferor hereby grants an easement (“Transferee Easement”) to and in favour of the Transferee for the benefit of the Transferee Lands and to be appurtenant to the Transferee Lands and to bind the Transferor Lands for the use and enjoyment of the transferee and its servants, agents, licensees, contractors and subcontractors, the full, free and uninterrupted right, license, easement and permission from time to time to enter onto the Transferor Lands and use the Transferor Lands for the purposes of swinging the boom or the counterweight, but not the loads, of a construction crane to be located on the Transferee Lands.

Source: Example of Registered Crane Swing Easement

NOI – Easement | Crane Swing Personal Covenant

3. Covenants of Transferee

3.1. the Transferee covenants and agrees with the transferor

- a) The Transferee will not use any part of the Transferors Lands except the Transferors Airspace;

1. DEFINITIONS

1.1. For the purposes hereof:

- (a) **“Transferor Airspace”** means the airspace above the Transferor Lands not otherwise occupied by a building;

Source: Example of Registered Crane Swing Easement

NOI – Statutory Right of Way (SRW)

- **Purpose**

- To provide a public body the right to access private property for a specified purpose.

- **Essential elements required for registration:**

- Words of grant
- Consideration
- The purpose of the SRW
- Must be granted to a permitted body under s.218

NOI – Statutory Right of Way (SRW)

- **Issues**

- Ancillary rights
- SRW plan mentioned in terms must be registered even if the grant is blanket
- ALC consent is required if lands are in the ALR

NOI – SRW | Granting Language

18. **“ROW Area”** means the **Lands** prior to the partial discharge of the Pipeline Rights under section 2 of these Standard Charge Terms, and following that partial discharge means **that part of the Lands included in the ROW Plan;**

3. **Pipeline Rights:** **The Owner grants,** conveys, sets over and transfers to the Company **a statutory right of way on, over, upon, across, along, in, under and through the ROW Area** for the Company, its employees, agents, contractors, subcontractors, successors and assigns, with or without materials, supplies, workers, vehicles, machinery and equipment, at all times hereafter and by day and by night, and at their will and pleasure, to:

8. **Ancillary Rights:** **The Owner grants,** conveys, sets over and transfers to the Company **a statutory right of way of ingress and egress at any and all times across, over and through the Lands,** for itself, its employees, agents, contractors, subcontractors, successors and assigns, with or without materials, supplies, workers, vehicles machinery and equipment, at all times hereafter and by day and by night, to enter upon the Lands for the purpose of access over the Lands from neighbouring lands (including public roads) to the Permitted Pipeline as constructed and installed within the Lands under the Instrument, or any part thereof, and egress over the

Source: Excerpts from SRW filed standard charge terms

NOI – SRW | Proof of ALC Notification of SRW

(1) A Registrar of Titles must not register a charge granting or otherwise creating a statutory right of way unless the application to register the charge is accompanied by proof, given in the prescribed form and manner, that notice has been given as required under subsection (2) of this section.



Saturday, January 8, 2022

ALC Notification ID: SRW64569

Your File Number: 805-1602.0 (1394) 2

This response is proof that the notification of statutory right of way has been provided for a s. 18.1(2) Statutory Right of Way of the *Land Title Act* as required by s.18.1(2) of the *Agricultural Land Commission Act*. This PDF response will need to be appended as an additional document to the

Source: Example of expected proof of ALC notification

NOI – Covenant

- **Purpose**

- An agreement which can impose both positive and negative obligations in respect of the use of land for the benefit of certain permitted entities under s.219 of the *Land Title Act*

- **Essential elements required for registration:**

- Words of grant
- Consideration
- Must contain some provision under s.219
- Must be granted to a permitted body under s.219

NOI – Covenant

- **Issues**

- Incorrectly selecting Restrictive Covenant as NOI
- Missing provisions in respect of land specified under s.219 of the *Land Title Act*
- Binding of titles covenants

NOI – Covenant | s. 219 *Land Title Act*

(3) A covenant described in subsection (4) in favour of

- (a) the Crown or a Crown corporation or agency,
- (b) a municipality, a regional district, the South Coast British Columbia Transportation Authority or a local trust committee under the *Islands Trust Act*, or
- (c) any person designated by the minister on terms and conditions he or she thinks proper,

(4) A covenant registrable under subsection (3) may be of a negative or positive nature and may include one or more of the following provisions:

- (a) any of the provisions under subsection (2);
- (b) that land or a specified amenity in relation to it be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state in accordance with the covenant and to the extent provided in the covenant.

NOI – Covenant | s. 219 *Land Title Act*

(2) A covenant registrable under subsection (1) may be of a negative or positive nature and may include one or more of the following provisions:

- (a) provisions in respect of
 - (i) the use of land, or
 - (ii) the use of a building on or to be erected on land;
- (b) that land
 - (i) is to be built on in accordance with the covenant,
 - (ii) is not to be built on except in accordance with the covenant, or
 - (iii) is not to be built on;
- (c) that land
 - (i) is not to be subdivided except in accordance with the covenant, or
 - (ii) is not to be subdivided;
- (d) that parcels of land designated in the covenant and registered under one or more indefeasible titles are not to be sold or otherwise transferred separately.

NOI – Covenant | Binding of Title Filed Against a Single Lot

2.1 No Separate Sales

The Owner hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Owner that the provisions hereof be annexed to, and run with and be a charge on title to the Lands that:

- (a) no Lot or Lots may be sold or otherwise transferred separately without the prior written approval of the City, so as to ensure that all legal agreements in favour of the City concerning the Lands, or the Lots, as the case may be, are transferred and secured to the satisfaction of the Director of Development and the City Solicitor, provided that the City's consent shall not be unreasonably withheld or delayed provided the Owner complies with section 2.1(b) hereof;

Source: Example of unregistrable binding of titles covenant

NOI – Lease/Sublease/Assignment of Lease

- **Purpose**

- Contract that grants exclusive possession of a property for a set period of time.

- **Essential elements required for registration:**

- Words of grant
- Rent or consideration
- Demised premises must be adequately defined
- Term of lease
- Exclusive possession

NOI – Lease/Sublease/Assignment of Lease

- **Issues**

- Overlapping terms or areas
- Contracting with self
- Consent of the head lessor may be required
- Requires *Strata Property Act* Form F

NOI – Assignment of Lease | Form F Requirement

256 (1) The registrar must not accept any of the following for registration unless it is accompanied by a current Certificate of Payment in the prescribed form referred to in section 115:

- (a) a lease of a strata lot;
- (b) an assignment of a lease of a strata lot;
- (c) an agreement for sale of a strata lot;
- (d) a conveyance of title to a strata lot.

NOI – Lease/Sublease | Assignment or Sublease Terms

The Lessee shall not and **will not during the Term** (other than by way of Mortgage as permitted in or by section 16.03) **assign, transfer or sell** or otherwise, by any act or deed, cause the Lands or the Buildings, or any of them, or this Lease, to be assigned, transferred or sold to any person, persons or corporation whatsoever without the **consent in writing of the Lessor**, which consent the Lessor shall not unreasonably withhold, provided as hereinafter set forth.

Source: Excerpt of registered lease

NOI – Modifications of Charges

- **Purpose**

- Modifies the terms of an existing registered charge

- **Essential elements required for registration:**

- Words of grant
- Consideration
- All affected parties must execute (ie borrower and lender)

- **Issues**

- Missing signatures
- Can only modify the terms of the charge, cannot change the parties
- Modifying the area of the charge

NOI – Modifications of Charges | Reduction of Charge Area

1. The Easement shall be modified and amended by the addition of the following subsection to Section 1 Grant of Easement (on page 5 of the Easement):

“1.2 The Easement Area shall be reduced to the northerly one (1) metre of the Easement Area shown on Plan EPP90375; for clarity the Easement Area shall continue to be a strip of land running west to east, and will be most northerly one (1) metre strip of land of Lot B, Plan EPP88963.”

A modification must not be used to redefine the area of land encumbered by the charge. In this instance, an application must be made to release the charge from the part of the lands that is no longer required.

Source: Defective modification agreement

NOI - Modification of Charges | Must Modify Terms

It is important to note how the registrar interprets s. 206 of the Act in regards to an application for modification of a charge. Specifically, a modification application must modify the “terms” of a charge. For example, an application to modify a charge for the purposes of changing a party to the instrument does not result in a modification of a “term” of the charge and it is therefore not acceptable as an application to modify a charge under s. 206.

Source: [Land Title Practice Manual](#)

NOI – Priority Agreement

- **Purpose**

- Postpone a charge owners rights to those of another charge owner on the same title.

- **Essential elements required for registration:**

- Words of grant
- Consideration
- Charges must be clearly defined

NOI – Priority Agreement

- **Issues**

- Incorrect number of applications
- Item 3 additional information not matching grant
- Pari passu not permitted
- Must be granted between charges only

NOI – Priority Agreement | S. 207 Land Title Act

- A registered owner of a **charge**, in this section referred to as the “prior charge”, **may postpone** that person’s rights under it by executing an instrument in the form approved by the director...

The Terms of Instrument—Part 2 is where the Priority Agreement must be described, including sufficient descriptions of the “prior charge” and “subsequent charge” in accordance with s. 207 of the *Land Title Act*. Since the document reference provides a direct link to the portion of the Terms of Instrument—Part 2 containing the grant of the priority agreement, the granting language, or portions thereof, need not be repeated in item 3.

Limiting the description of the Priority Agreement to the Terms of Instrument—Part 2 ensures that there will always be sufficient space to adequately describe the Priority Agreement. The lack of duplication of this wording also simplifies the application process in item 3 of the Form C. In addition, it removes the potential for defect notices associated with errors when replicating this information.

Source: [Land Title Practice Manual](#)

NOI – Priority Agreement | Application Required For Each Subsequent Charge

Priority Agreement Affecting More Than One Subsequent Charge

Each subsequent charge that is affected by a priority agreement is treated as a separate charge for registration purposes. In the case of a priority agreement in which one or more prior owners grant priority to one or more subsequent owners, the registrar assigns a separate serial number to each subsequent charge affected and makes a separate entry in the register for each one.

Source: [Land Title Practice Manual](#)

Charges Over the Common Property

- Strata plan number must be entered in PID or Plan Number field
- Legal description should be “The Common Property Strata Plan”
- Transferor must be the Owners, Strata Plan
- Strata Property Act Form E required, s.80

Charges Over the Common Property

2. Description of Land

PID/Plan Number

Legal Description

EPS123

THE COMMON PROPERTY OF STRATA PLAN EPS123

3. Nature of Interest

Type

Number

Additional Information

COVENANT

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THE OWNERS, STRATA PLAN EPS123

Charges Over the Common Property

Form E

[am. B.C. Regs. 289/2000, s. 3; 206/2016, Sch. 1, s. 2.]

CERTIFICATE OF STRATA CORPORATION

(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283 of the Act and sections 17.20 to 17.22 of the Regulation)

Complete and file only the applicable form of certificate.

CERTIFICATE FOR SECTION 78, 79, 80, 214, 257, 259, 261, 262, 263 OR 266 OF THE ACT OR SECTION 17.20 OF THE REGULATION

The Owners, Strata Plan.....*[the registration number of the strata plan]* certify that a resolution referred to in section *[section number]* of the *Strata Property Act* or section *[section number]* of the *Strata Property Regulation* was passed by a unanimous vote or 3/4 vote *[check appropriate vote]* at an annual or special general meeting held on *[month day, year]*, and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165 (4) (f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the *Strata Property Regulation*, and the instrument conforms to the resolution.

.....
Signature of Council Member

.....
Signature of Second Council Member (not required if council consists of only one member)

Source: [Strata Property Act Regulations](#)

Common Form C Charge Defects

Common Form C Charge Defects

- Witnessing officer is not a person authorized by the *Evidence Act*
- An authorized transferor has not executed the instrument
- Name of the transferor does not conform to the name on title
- PID and Legal Description of the dominant tenement lands are required in Item 3
- Nature of interest applied for is not the same as the one granted in part 2 of the instrument

Quick Takeaways

Quick Takeaways

- Words of grant
- Consideration
- Interest applied for in Part 2 and Item 3 of the Form C
- Standard charge terms or express charge terms
- Blanket vs 'part in plan'
- Correct parties executing

Help Resources

- Visit [myLTSA Help](#)
 - [Web Filing Practice Guide Form C \(Charge\)](#)

- Visit [Land Title Practice Manual](#) (LTPM)

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Thank you!