

For Use with Statutory Offers to Purchase made after November 1, 2025

Declaration as to Possession

Conveyancing Practices Working Group, version 2025.1

DECLARATION AS TO POSSESSION

IN THE MATTER OF:

The offer to purchase agreement as between **[INSERT SELLER'S NAMES]** and **[INSERT BUYER'S NAMES]** (the "Buyer") dated **[INSERT DATE OF OFFER]** for the purchase and sale of **[INSERT MUNICIPAL PROPERTY ADDRESS]** (the "Offer to Purchase")

I, **[INSERT SELLER'S NAMES]** of the **[INSERT CITY, TOWN or MUNICIPALITY WHERE THE SELLER RESIDES]**, in the Province of Manitoba, do (severally) solemnly declare that:

1. My full and correct legal name is as set out above.
2. I am (one of) the registered and beneficial owner(s) in fee simple in possession of the following lands and premises:

[INSERT LEGAL DESCRIPTION]

(the "Lands").

3. I am (one of) the seller(s) of the Lands and I am of the full age of 18 years.
4. I am not now and, as at the date of the completion of the sale of the Lands, will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
5. The Lands are not my homestead.

OR

My co-declarant is my spouse or common-law partner and no other person has homestead rights in the Lands.

OR

[INSERT NAME OF OFF-TITLE SPOUSE OR COMMON-LAW PARTNER WITH HOMESTEAD] is my spouse or common-law partner and is consenting to this disposition of the Lands, and no other person has homestead rights in the Lands.

OR

The court has made an order dispensing with the consent of my spouse or common-law partner and no other person has homestead rights in the Lands. The order dispensing with the consent is attached.

[CROSS OUT ALL THAT DO NOT APPLY]

6. My lawyers, **[INSERT NAME OF FIRM]**, have my full authority to do all things required to complete this transaction, including the making of any necessary amendments to correct any document signed by me which is to be registered in the Land Titles Office.
7. I am rightfully in actual peaceable possession and occupation of the whole of the Lands and have been so continuously since becoming a registered owner of the Lands and I have never been disturbed in my possession of the Lands or any part thereof.
8. The names of all persons in actual occupation of or residing on the Lands or any portion thereof and the nature of such occupation and residence are as follows: [the declarants / vacant / tenants to remain in the property / tenants to vacate prior to the Possession Date].
9. I know of no registered or unregistered claim of any person, corporation, municipality, or government, to or affecting the Lands, whether adverse to my title thereto or otherwise, including, without limitation, any claim for a lease, option to purchase, easement, right-of-way, order of attachment, judgment, order for the payment of money, execution, builder's lien or other lien, charge, mortgage, encumbrance, order under the *Bankruptcy and Insolvency Act* (Canada), order or application under *The Safer Communities and Neighbourhoods Act* (Manitoba), agreement for sale or other agreement affecting the Lands other than the agreement for sale of the Lands to the Buyer under the Offer to Purchase, except:
 - (i) the following encumbrances which run with the Lands:

[INSERT PERMITTED ENCUMBRANCES] and
 - (ii) the following encumbrances which will be discharged:

[INSERT NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED]
10. There has been no work done, services provided, or materials supplied for the erection, renovation or repair of any building or other improvement on the Lands within the preceding 60 days or, if such is not the case, there are no outstanding accounts for such work, services or materials, except: **[INSERT EXCEPTIONS OR STATE "NONE"]**.
11. All payments under any applicable municipal tax installment payment plan are paid up to and including **[INSERT DATE]**, and except for the water account for the current period, there are no outstanding accounts which are capable of forming a lien on the Lands.

OR

All realty taxes on the Lands are presently paid or will be paid to **[INSERT DATE]** and, except for the water account for the current period, there are no outstanding accounts which are capable of forming a lien on the Lands.

12. [The water meter reading, as of _____, 20____, was _____ and] all accounts for water supplied to the Lands up to the Possession Date will be paid by me or on my behalf.
13. All fixtures and included chattels and equipment comprising the Property as defined in the Offer to Purchase are fully paid for and are not affected by any chattel mortgage, loan or rental agreement, conditional sales contract, or other charge or encumbrance whatsoever, except for the following which will be paid out from the proceeds of sale: **[INSERT EXCEPTIONS OR STATE "NONE"]**.
14. I will leave all such chattels and fixtures as prescribed in the Offer to Purchase, and all municipal garbage and recycling bins, on the subject property.
15. This sale is a sale of used residential property and is an exempt supply pursuant to the Goods and Services Tax (GST) provisions under *The Excise Tax Act* (Canada), and no GST is payable by the Buyer regarding this supply.
16. The representations and warranties of the Seller contained in the Offer to Purchase are true and correct in all material respects as of the date hereof, with the same force and effect as if such representations and warranties were made on and as of the date hereof, and to the best of my knowledge, information and belief after due inquiry, such representations and warranties will continue to be true and correct in all material respects as of the Possession Date.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of *The Manitoba Evidence Act*.

DECLARED before me at

this ____ day of _____, 20____.
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[INSERT NAME OF SELLER]

A Notary Public in and for the Province of
Manitoba

OR

A Barrister-at-Law duly admitted and entitled
to practise as such in the Province of
Manitoba

[INSERT LAWYER'S NAME AND ADDRESS]