



The Boundary Point is published by Four Point Learning as a free monthly e-newsletter, providing case comments of decisions involving some issue or aspect of property title and boundary law of interest to land surveyors and lawyers. The goal is to keep you aware of decisions recently released by the courts in Canada that may impact your work.

You are welcome to show your appreciation for this free resource:

[Contribute](#)

A condominium is a unique creature, governed by the *Condominium Act*, which creates a system of ownership for multi-unit properties. Individual unit owners have distinct freehold interests in the unit they have purchased and collectively, the individual units form the larger project. However they are inextricably linked through common elements that allow the project to function. Ownership of the common elements is shared by the unit owners, and there is also the potential for “exclusive use” common elements which are linked only to certain units within the broader project. How the entitlements and corresponding obligations and expenses for repair and maintenance of these common elements (and the exclusive use common elements) are shared among unit owners is set out in a condominium’s Declaration.

In this month’s issue, we explore a recent decision of the Ontario Superior Court in *MTCC No. 590 v. Registered Owners* in which the question of obligations related to repair and maintenance arose with respect to the chimney shafts that serviced wood burning fireplaces for a number of unit owners on the top four floors of a much larger building. Was the repair and maintenance expense to be borne by the condominium corporation – that is to say all unit owners collectively – or was it the responsibility of only those owners whose units contained the fireplaces? How do a condominium’s foundational documents – the declaration, description and plan of survey – set out these obligations and, where there is uncertainty, what is required in order to amend same if there is disagreement among the community of unit owners?

Correcting an Error in a Condominium’s Description or Declaration

Key Words: *condominium, declaration, exclusive use elements, description, remedy, survey*

Hallways, elevators, lobbies and corridors quickly come to mind when one thinks of a condominium’s common elements – but one must not forget the less visible shared infrastructure that may not be immediately obvious – yet serves a critical role in allowing for the safe and comfortable use of the individual units and the project as a whole. These include

conduits for pipes and cables, vents, drains, shafts and other mechanical elements that service the units and supply necessary utilities, ensure proper ventilation and the removal of waste. At the heart of the decision in *MTCC No. 590 v. Registered Owners*¹ was a 37 year old high rise condominium building in downtown Toronto. The building was composed of 120 residential condominium units, 6 on each of its 20 floors of living space. The units on the top four floors were unique in that they contained wood burning fireplaces. Each of these fireplaces vented through dedicated chimney flues which projected upwards from the units and protruded out through the roof as metal cylinders and can be seen below as Figure 1.

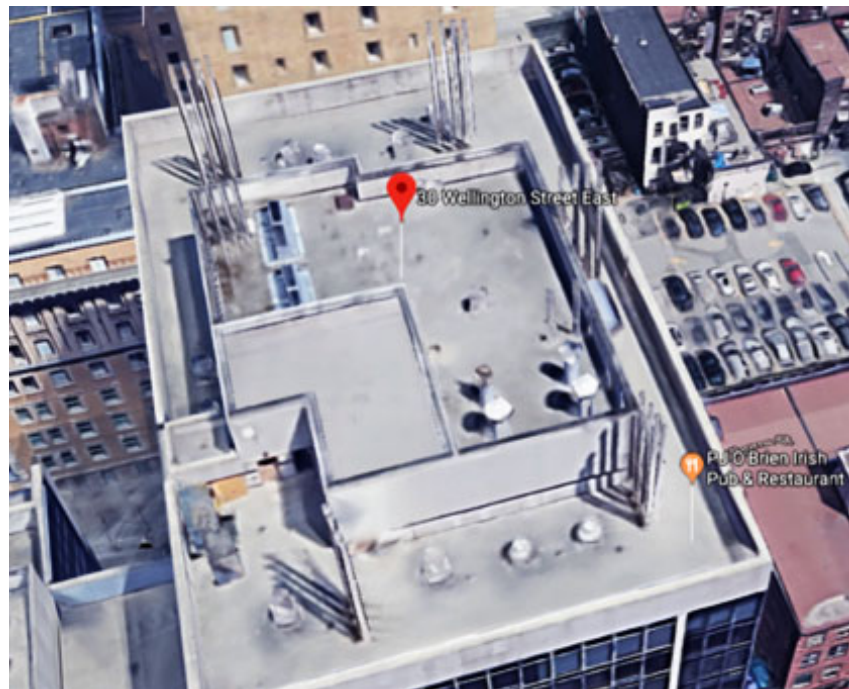


Figure 1: Four groups of wood burning fireplace chimney flues on the roof of a downtown Toronto residential condominium.²

For 30 years the owners of units on the top four floors were able to use their fire places. However, in 2013 the condominium corporation notified the unit owners that the fire places and chimney flues were unsafe. The fire places remained unusable and needed repairs, at significant expense. While the flues serviced only those units containing wood burning fire places, they were not unambiguously designated as exclusive use elements within the declaration. The issue faced by the board amounted to the question: who is responsible for the maintenance and repairs of the chimney flues? Could the corporation divest itself of the financial responsibility for the maintenance and repair of the chimney flues? In this application,

¹ *Metropolitan Toronto Condominium Corporation No. 590 v. Registered Owners*, 2019 ONSC 4484 (CanLII), <http://canlii.ca/t/j1njp>

² From: Google® Maps. All rights reserved.

the corporation sought an order, with several other options for alternative relief, to essentially do just that: amend the declaration to specifically designate the chimney flues as exclusive use elements or, in the alternative, to amend the description to clarify that the chimney flues servicing an individual unit formed part of that unit.³ The responding owners brought forward a related application seeking a declaration that the chimney flues are located in and form part of the common elements of the building – thereby making the repair and servicing cost a shared responsibility for all unit owners.

Critical to this application is understanding the process for amending a condominium declaration which is set out in the *Act* and was explained by the court:

The Declaration, Description and by-laws are vital to the integrity of the title acquired by the owner. The owner is not only bound to comply with their terms, but also has a right to insist on compliance by others: *Carleton Condominium Corp. No. 279*, at para. 27. Purchasers rely on the rights and interests contained in the Declaration in forming their decision to purchase their condominium units.

The law is clear that there is a strong presumption of validity of the Declaration: *Walia Properties Ltd. v. York Condominium Corporation No. 478* (2007), 60 R.P.R. (4th) 203 (Ont. S.C.) at para. 10, varied 2008 ONCA 461 (CanLII), 67 R.P.R. (4th) 161: “Unit owners should be able to rely on the terms of declarations”.

The Declaration can be amended in only four ways, set out in sections 107 to 110 of the *Condominium Act*. Section 107 provides a mechanism for a condominium to amend its Declaration on its own and without recourse to the Court, but this would require the approval of a prescribed percentage of the unit owners. In this Application, MTCC 590 seeks to amend the Declaration without the requisite approval of the unit owners but rather by Court Order pursuant to section 109 of the *Condominium Act*.

...

MTCC 590 has established proper notice in accordance with section 109(2).

To establish the requirements of section 109(3), MTCC 590 must prove that the amendment is “necessary or desirable” to correct either:

- a) an “error or inconsistency” that appears in the declaration or description;
- or

³ The Court noted, at para. 8:

“MTCC 590 conceded in oral argument that there is no precedent in condominium law for unit owners to own arterial conduits, vents, shafts or pathways that pierce through the core of the building, traverse several floors and impact contiguous units, much less to confer to a few owners a direct freehold ownership interest in a portion of the Building roof.”

- b) an “[error or inconsistency] that arises out of the carrying out of the intent and purpose of the declaration or description”.

The foundational element of section 109(3) is that there must be an “error or inconsistency”. If not, the Application fails. The error or inconsistency must be contained in either the Declaration or Description or must arise out of the carrying out of the Declaration or Description. If I find that there is an “error or inconsistency” of either nature, I must then be satisfied that it is “necessary or desirable” to correct it.⁴

Next, the Court turned to the question of whether MTCC 590 had established the basis for amending the declaration to identify the flues as common elements:

The *Condominium Act* provides, in section 7(2)(f), that a Declaration shall contain:

“a specification of all parts of the common elements that are to be used by the owners of one or more designated units and not by all the owners”.

Ontario Regulation 48/01- General, enacted pursuant to the *Condominium Act*, prescribes, in section 5, the formal contents of the Declaration required for its registration. In regard to exclusive use common elements, section 5(7) states as follows:

Schedule F shall contain a specification of all parts of the common elements that are to be used by the owners of one or more designated units and not by all unit owners or shall indicate that there are no such parts if that is the case.

MTCC 590’s Declaration was registered on November 26, 1982, before the enactment of the *Condominium Act*, in accordance with the governing condominium statute then in place, the *Condominium Act*, R.S.O. 1980, c. 84 (the “1980 *Condominium Act*”). Section 3(1)(f) of the *1980 Condominium Act* required that the Declaration shall contain a specification of common elements that are not used by all owners:

3(1) A declaration shall not be registered unless it is executed by the owner or owners of the land and interests appurtenant to the land described in the description and unless it contains, ...

(f) a specification of any parts of the common elements that are used by the owners of one or more designated units and not by all the owners.

Section 3(1)(f) of the *1980 Condominium Act* is substantively identical to section 7(2)(f) of the *Condominium Act*, except that the requirement in the *1980 Condominium Act* that “any parts of the common elements” that are exclusively used must be specified as such, was changed in the *Condominium Act* to the requirement that “all parts of the common elements” that are exclusively used must be specified accordingly.

⁴ *Ibid.*, at paras 48-54

The term “exclusive use common elements” is not a defined term in the *1980 Condominium Act*. It is also not defined in the *Condominium Act*. “Exclusive use common elements can only be designated through the declaration”: *Cheung* at para. 27. Weiler J.A. explained as follows, in *Cheung* at para. 71:

“Exclusive use common elements” are not specifically defined in the [*Condominium Act*]. Section 7(2)(f) refers to space that is exclusively reserved for the use of “the owners of one or more designated units and not by all the owners.” Exclusive use common elements are created where the declaration reserves common element space to designated unit owners. Even though the word “permanent” is not used, it is the allocation of common element space on a permanent basis which creates exclusive use: [Audrey Loeb, *Condominium Law and Administration*, loose-leaf (2016- Rel. 9), (Toronto: Thomson Reuters Canada Ltd., 1995)], at p. 6-9.

The *1980 Condominium Act* did not require that the exclusive use common elements be listed in a Schedule “F”, as does the current *Condominium Act*. However, the *1980 Condominium Act* did require that they be specified.

The Declaration does not specify any exclusive use common elements. [...]

Section 11 of the Declaration grants to each owner the right to “make reasonable use of and have the right to make reasonable use of the whole or any part of the common elements”. There is no limitation recognizing exclusive use by certain unit owners except that the unit owners may not carry on any activity in the common elements that will “unreasonably interfere with” the other units.

Section 22 of the Declaration differentiates between common elements and exclusive use common elements in stating that each unit owner has the obligation of “maintaining any part of the common elements which he has exclusive use of, at his own expense”. I will have more to say about this later, but for the present analysis it shows that the author of the Declaration expressed an intention that the unit owner should have financial responsibility for a component of the common elements. I note that the Responding Owners do not dispute that they have this obligation under the Declaration.

As a corollary to section 22 of the Declaration, section 23 of the Declaration states that MTCC 590’s duty to maintain and repair the common elements after damage “shall extend to ... all exclusive use portions of the common elements”. Again, I will have more to say about this later, but identify it now as part of this analysis of the role of permanently and exclusively dedicated common elements in the Declaration.

Although sections 22 and 23 are the sections of the Declaration that are central to the issues raised by this Application, they are not the only sections that refer to exclusive use common elements. Sections 30(a) and 30(b) of the Declaration, titled “Rights of Entry”,

authorize the condominium corporation to enter upon an owner's unit as well as "any part of the common elements over which any owner has the exclusive use". By-Law No. 1, Schedule "A", sections 5, 8, and 14, impose limitations or restrictions on the unit owners' use of the common elements, and each of these sections specifies that the limitations or restrictions include "those parts of the common elements over which the owner has exclusive use".

MTCC 590's By-Law No. 5 governs the leasing of common elements in the Building, and is titled: "A general by-law respecting the entering into of leases of Non-Exclusive Use Common Elements". This by-law authorizes the condominium corporation to enter into leases of any part of the common elements "except any part specified by the Declaration to be used by the owners of one or more designated units and not by all the owners, ..."

Similarly, MTCC 590's By-Law No. 7 governs the grant or transfer of an easement or licence. It authorizes the condominium corporation to lease or grant or transfer an easement or licence through any part of the common elements "which are not designated as exclusive use common elements or restricted as to use common elements..."⁵

The Court found that, given the nature of the chimney flues and their historic use, they were exclusive use common elements that were not within the unit boundaries that are exclusive to the fire places they served. Further, the Court found that it was necessary to amend the declaration to specify the flues as such:

I find that amending the Declaration to specify the Chimney Flues as exclusive use common elements is both necessary and desirable in order to clarify the duties of unit owners as set out in section 22 of the Declaration, as well as to clarify the duties of MTCC 590 as set out in section 23 of the Declaration. Section 22(a) imposes on the unit owner the obligation of "maintaining any part of the common elements which he has exclusive use of, at his own expense". It is both necessary and desirable that the current owners, and any prospective purchaser, have clearly available a list of exclusive use common elements in order to understand the scope of their maintenance obligation in relation to such elements. The Declaration is vital to the integrity of title a unit owner acquires. The nature and extent of the unit owner's title in the common elements, and corresponding responsibilities, must be readily ascertainable: *Cheung*, at para. 111.

Similarly, section 23(a) of the Declaration requires that MTCC 590 "maintain and repair ... all exclusive use portions of the common elements". It is necessary and desirable that MTCC 590 have reference to a list of such exclusive use common elements, to provide it with certainty and predictability in carrying out its duties.

Also, I find that the amendment is necessary and desirable because it is recording, or in the words of section 3(1)(f) of the former *Act*, specifying, a permanent exclusive use that has

⁵ At paras 60-66

existed since the formation of the condominium corporation. Each Chimney Flue has always been permanently and exclusively used by a single unit owner. In allowing an amendment to specify the Chimney Flues as exclusive use common elements, I would not be altering the substantive rights of the individual unit owners but merely clarifying existing rights recognized historically: *Carleton Condominium Corp. No. 26 v. Nagur*, 2009 CarswellOnt 2640 (S.C.), affirmed 2010 ONCA 80 (CanLII), at para. 21. As stated in *Carleton Condominium Corp. No. 26 v. Nagur* at para. 21: “The *status quo* should be preserved and the wording of the Declaration should be amended to ensure that this status quo is maintained”.

In making this determination, I reject the Responding Owner’s submission that any designation of the Chimney Flues as exclusive use common elements would have a profound impact on the broader condominium community, as each condominium corporation founded under the *1980 Condominium Act* would now be required to review its declaration and to implement a Schedule “F” where one does not currently exist. I make no such determination. My findings are specific to this Application.⁶

The next question to be dealt with by the Court concerned whether or not MTCC had established the basis for amending the declaration to specify that the unit owners and not the corporation were responsible for the repair and maintenance costs of the exclusive use common elements. In answering this question the court examined the declaration in the context of the *Condominium Act*:

Section 22(a) of the Declaration states as follows:

22(a): Each owner shall maintain and repair his unit, including the maintenance and repair of the air conditioning and heating units from the shut off valve, and all ducts and services within the unit as well as **maintaining** any part of the **common elements which he has exclusive use of**, at his own expense.
[emphasis added]

Section 23(a) of the Declaration states:

23(a): The Corporation shall maintain and repair the common elements after damage. **This duty to maintain and repair shall extend to** all doors which provide access to the units, all windows (except maintenance to the interior surface thereof, the responsibility for which shall be left to the affected unit owner) and **all exclusive use portions of the common elements**. [emphasis added]

The portions of Sections 22(a) and 23(a) that I highlighted, above, show an intention to designate responsibility for the maintenance and repair of the exclusive use portions of the common elements. The Responding Owners submitted that the effect of these sections is

⁶ At paras 86-89

to assign responsibility for the maintenance of the exclusive use common elements to the unit owners and to assign to MTCC 590 the duty to “maintain and repair” the exclusive use common elements. MTCC 590 contended that the intention of these sections is to make unit owners responsible for the maintenance and repair of the exclusive use common elements and to make MTCC 590 responsible for repair of the exclusive use common elements after damage.⁷

The court referred to other portions of the declaration and the by-laws concluding the following:

Other provisions of the Declaration and By-laws that I have referenced as material to an interpretation and construction of section 22(a) and section 23(a) of the Declaration, recognize and foster the following:

- a) The exclusive use common elements, like all common elements, are owned by the condominium corporation, which in turn is owned by all unit owners. As owner of the common elements, the condominium corporation and through it all unit owners have obligations in relation to them. These obligations include taking steps to ensure that they are in proper and fit condition, for the benefit of all;
- b) As owner of the common elements, only the condominium corporation is able to purchase insurance to insure risks associated with their ownership, including their repair: section 26 and 27 of the Declaration;
- c) The Declaration and the *Condominium Act* provides authority and rights, in essence ‘tools’, for the condominium corporation to attend to the maintenance and repair of the common elements. These tools are not available to any single unit owner;
- d) The condominium corporation’s authority over the repair of the common elements recognizes that their ongoing operational and structural integrity is central to the viability of the Building, and thereby of interest to all unit owners.

My interpretation and construction of section 22(a) and section 23(a) of the Declaration, in the context of the Declaration and By-Laws, giving the words their ordinary and grammatical meaning consistent with the surrounding circumstances, and in the context of the *Condominium Act*, results in the following conclusions:

⁷ At paras 92-94

- a) The unit owner is responsible to maintain and repair her or his unit and is also responsible to maintain any exclusive use common elements that serve only her or his unit;
- b) MTCC 590 has a duty to maintain and repair *all* common elements after damage, including exclusive use common elements.⁸

The Court then assessed the scenario before it in the context of the factors set out in the Ontario Court of Appeal decision in *York Condominium Corp. No. 59* in determining whether an amendment would achieve a fair and equitable result. The conclusion was in the negative but the analysis of the Court in reaching this conclusion was as follows:

- a) The Relationship of the Parties: All unit owners are co-owners of MTCC 590 and thereby co-owners of the common elements. They are all co-owners of the Chimney Flues, regardless that they serve only the units on the top four floors. This is no different than a first-floor unit owner who is co-owner of the elevator even though the owner has no use of it for unit access, or an owner who is a co-owner of another's terrace even though she or he has no right to use it;
- b) The Wording of the Contractual Obligations: I have determined that the wording of the Declaration imposes the obligation to maintain and repair all common elements after damage on MTCC 590 and, through it, on all unit owners. This is different than in *Condominium Plan 85R64012 v. Youck*, (1998) 21 R.P.R. (3d) 284 (Sask. Q.B.), where the unit owners were required to pay for maintenance and repair of their exclusive use balconies because in that case, the Declaration stated that the unit owners had a duty to "maintain *and repair*" the common areas in which the unit owner had the exclusive right of use and enjoyment;
- c) The Cost of the Repair: The evidence on this Application suggests that the cost of repair could be significant, if removal and replacement is required, or could be considerably more modest if the Chimney Flues are capped, sealed and contained. This issue was not presented for determination on this Application;
- d) The Nature of the Work: The task of repairing the Chimney Flues, regardless of the construction procedure implemented, requires the ability to enter upon the premises of others and onto the roof, and to perform construction and possibly remediation work both within the Building and on the roof. Products, supplies, construction equipment and debris would have to be carried through the Building. The operation of the Building would be disrupted. The Declaration provides MTCC 590 with the authority and tools by which to perform and manage these tasks. The Declaration does not similarly empower or authorize the unit owners.

⁸ At paras 108-109

- e) Balancing of Benefit and Detriment. Last, the balancing of the benefit that may be acquired by all owners if the repairs are effected compared to the detriment which might be occasioned by the failure to undertake the repairs weighs in favour of MTCC 590's continued duty to repair all common elements, including the exclusive use common element Chimney Flues. Despite the financial cost to MTCC 590, none benefit from the continued existence of this problem or from 22 possible solutions. All benefit from a concerted and final resolution.⁹

Finally the Court turned to a review of the description to assess whether it was ambiguous with respect to the unit boundaries. Excerpts from the description were included in the decision:

1. Boundaries of Residential Units being Units 1, 2, 3, 4, 5 and 6, levels 2 to 21, inclusive.

Each residential unit shall comprise the area within the heavy lines shown on Part 2, Sheet 1 of the Description with respect to the unit numbers indicated thereon.

The monuments controlling the extent of the units are the physical surfaces referred to immediately below and are illustrated on Part 2, Sheet 1 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing the boundaries of each unit are as follows:

Vertically: ...

(d) Fireplaces and **all equipment pertinent thereto** shall form part of the unit, **including that portion of the flue within the boundaries defined therein.** [emphasis added]

The court concluded that the description was not ambiguous and that the fire places, all equipment, including that portion of the flues connected within the units formed part of the units. A further excerpt from the description supported this conclusion:

Notwithstanding the foregoing, no residential unit ... shall include: ...

Any pipe, wire, cable, conduit, ducts, **flue, shaft,** or public utility line used for power, cable television, water, heating, air conditioning or drainage which is within any ... wall or floor of any residential unit and provides any service or utility to another unit or units; **but the unit shall include** any fixture outlet or other facility with respect to any such service or utility **which is within the boundaries of the unit and which services the unit only.** [emphasis added]

That said, the portion of the flue **outside a unit** was a common element because it would form part of "all property except the units".

⁹ At para 129

With respect to the horizontal boundary planes of the units, MTCC 590 advanced a further argument that the flues were intended to form a part of the units – relying here on what appeared to be an inconsistency in the plan of survey:

MTCC 590 advanced a further submission in support of its contention that the Chimney Flues are intended to be within the ownership of the Fireplace Unit Owners. According to Schedule “C” of the Declaration, the horizontal boundary lines for the units (i.e. the top and bottom boundaries of the units) are the upper surfaces of the concrete slabs, as follows:

Horizontally:

- a) The upper surfaces of the concrete floor slabs.
- b) The under surfaces of concrete ceiling slab with the exception of Level 21 where the upper limits are the upper surfaces of the suspended drywall ceiling.

The concrete floor slabs have a circular opening drilled through them to allow the Chimney Flue to penetrate through the concrete ceiling slabs to continue to the roof. MTCC 590 contends that to the extent of this circular opening, there is no horizontal boundary to the unit, such that the unit boundary continues unimpeded through the entire length of the Chimney Flue, infinitely into the air space above the Building.

The Plan of Survey of Units 1 to 6, inclusive, of levels 2 to 21, inclusive, of the Building, annexed to the registered Declaration illustrates, in Sheet 1 of 3, that the horizontal boundary lines of the units are solid for all condominium units in the Building, including those with Fireplaces. Specifically, the registered Plan of Survey does not depict any break or opening in the unit boundaries to account for the Chimney Flue to pass through from any of the individual Fireplace Units to the roof.¹⁰

The responding owners contended there was no inconsistency between the survey plan and the description and the Court agreed:

The Responding Unit Owners contend that there is no inconsistency or error in the Description of the horizontal boundary to the units. There is no opening depicted on the horizontal boundary lines because the horizontal boundaries of the units are formed by the concrete slabs, and when there are openings in the concrete slabs, both above to account for the Chimney Flues and below to account for the plumbing stack and other utility conduits and shafts servicing the units, the boundary is the plane of the concrete slab, without interruption for openings for fixture outlets or other facilities.

I agree. The Plan of Survey and the Schedule “C” description are consistent that the horizontal boundaries of the units are defined by the concrete slabs. Where there are holes

¹⁰ *Ibid.*, at paras. 144-146

in the slabs to allow for services, Chimney Flues above, plumbing stacks and electrical conduits below, the boundaries are defined by the plane of the slab. Similarly, where exhaust vents and HVAC ventilation openings are on the side walls of the units, the vertical boundary is defined by the wall regardless of whether there may be an opening.¹¹

While it is possible to obtain an amendment to a condominium declaration through a court order, there is a strong presumption of the validity of the declaration. In this case, the applicant was successful in obtaining an order to amend the declaration to include the chimney flues as exclusive use common elements to bring certainty and clarity going forward. They were not, however, successful in obtaining any other amendments based on “error or inconsistency” related to the unit descriptions or absolving the corporation of the responsibility for the cost of the repair and maintenance of same. This decision underscores the importance of careful planning and discussion with developer clients and architects when preparing surveys that define unit boundaries and the extent of common elements and who will bear ultimate financial responsibility for the repair and maintenance of a condominium’s infrastructure.

Guest Editor: Megan Mills

Cross-references to *Principles of Boundary Law in Canada*

Chapter 2, *How Boundaries are Created*, includes a discussion about the preparation of survey plans that are necessary to define the extent of units and common elements, beginning at page 58: *Boundaries of Condominiums and Strata Titles*.

FYI

There are many resources available on the **Four Point Learning** site. These include self-study courses, webinars and reading resources – all of which qualify for *formal activity* AOLS CPD hours.¹² These resources are configured to be flexible with your schedule, range from only a few hours of CPD to a whole year’s quota, and are expanding in number as more opportunities are added.

¹¹ *Ibid.*, at paras. 149-150

¹² Please note that the designation of CPD hours is based on the estimated length of time for the completion of the event. The criteria used are those set out in GeoEd’s [Registered Provider Guide](#) for Professional Surveyors in Canada. Other professions may qualify under different criteria. References to AOLS are to its Continuing Education Committee. Elsewhere in Canada, please confirm your eligibility for claiming CPD hours.

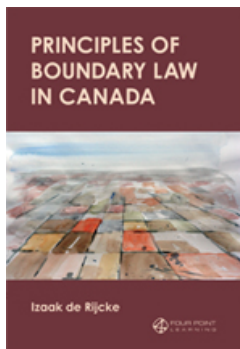
Sixth Annual Boundary Law Conference

We thank all who attended this year's conference: **Easements: An Update and Refresher**.¹³ This series of eight weekly lunch and learn sessions explored recent trends and developments in both policy and the law regarding easements. The webinar [version](#) of the conference includes access to the annotated readings, slide decks, and, of course, recorded presentations.

Course: Survey Law 1

Survey Law 1 provides a foundation for professional surveyors to integrate legal principles, legislation and regulations within the overall framework of property boundary surveys. This course will be taught online Wednesday evenings by Izaak de Rijcke, starting September 4th. For more information, see the [syllabus](#). Please note that registration is via CBEPS: <https://cbeeps-cceag.ca/resources/survey-law-1-online-course/>.

Principles of Boundary Law in Canada



In the context of (1) the complex and ever-evolving nature of boundary law, (2) the challenges of doing legal research in this area, and (3) the constant interplay between land surveying practice (as a regulated profession with norms codified in statutes) and common law principles, land surveyors would benefit from a current reference work that is principle-based and explains recent court decisions in a manner that is both relevant and understandable. See [Principles of Boundary Law in Canada](#) for a list of chapter headings, preface and endorsements. You can

mail payment to: **Four Point Learning** (address in the footer of the first page of this issue of *The Boundary Point*) with your shipping address **or** [purchase](#) online. (NB: A PayPal account is not needed to pay by credit card.)



This publication is not intended as legal advice and may not be used as a substitute for getting proper legal advice. It is intended as a service to land professionals in Canada to inform them of issues or aspects of property title and boundary law. Your use and access of this issue of *The Boundary Point* is governed by, and subject to, the [Terms of Access and Use Agreement](#). By using this issue, you accept and agree to these terms.

If you wish to unsubscribe, please [email](#) us your request. To receive your own issues of *The Boundary Point*, complete a [sign-up](#) form at the Four Point Learning site.

© 8333718 Canada Inc., c.o.b. as Four Point Learning, 2019. All rights reserved. ISSN: 2291-1588

¹³ This conference qualifies for 12 *Formal Activity* AOLS CPD hours.