[Français](http://www.ontario.ca/fr/lois/loi/90v02)

Vendors and Purchasers Act

R.S.O. 1990, CHAPTER V.2

**Consolidation Period:** From June 22, 2006 to the [e-Laws currency date](http://www.e-laws.gov.on.ca/navigation?file=currencyDates&lang=en).

Last amendment: [2006, c. 19, Sched. C, s. 1 (1)](http://www.ontario.ca/laws/statute/S06019" \l "schedcs1s1).

Legislative History: 1993, c. 27, Sched.; [2006, c. 19, Sched. C, s. 1 (1)](http://www.ontario.ca/laws/statute/S06019" \l "schedcs1s1).

Rights of vendors and purchasers in contracts of sale of lands

**1** In the completion of a contract of sale of land, the rights and obligations of the vendor and the purchaser shall, subject to any stipulation to the contrary in the contract, be regulated by the following rules:

Recitals, etc., 20 years old, of facts, etc., evidence

1. Recitals, statements and descriptions of facts, matters and parties contained in statutes, deeds, instruments or statutory declarations twenty years old at the date of the contract, unless and except in so far as they are proved to be inaccurate, are sufficient evidence of the truth of such facts, matters and descriptions.

Memorials of discharged mortgages

2. A registered memorial of a discharged mortgage is sufficient evidence of the mortgage without the production of the mortgage, unless and except in so far as the memorial is proved to be inaccurate, and the vendor is not bound to produce the mortgage unless it is in the vendor’s possession or power.

Memorials 20 years old, when and of what, evidence

3. A registered memorial twenty years old of any other instrument, if the memorial purports to be executed by the grantor, or in other cases if possession has been consistent with the registered title, is sufficient evidence without the production of the instrument to which the memorial relates, unless and except in so far as the memorial is proved to be inaccurate, and the vendor is not bound to produce the original instrument unless it is in the vendor’s possession or power, and the memorial shall be presumed to contain all the material contents of the instrument to which it relates.

Inability to furnish covenant to produce and furnish documents of title

4. The inability of the vendor to furnish the purchaser with a legal covenant to produce and furnish copies of documents of title, is not an objection to the title if the purchaser will, on the completion of the contract, have an equitable right to the production of such documents. R.S.O. 1990, c. V.2, s. 1.

Evidence in actions

**2** In an action it is not necessary to produce any evidence that by section 1 is dispensed with as between vendor and purchaser, and the evidence therein declared to be sufficient as between vendor and purchaser is sufficient in the absence of evidence to the contrary for the purposes of the action. R.S.O. 1990, c. V.2, s. 2; 1993, c. 27, Sched.

**Section Amendments with date in force (d/m/y)**

1993, c. 27, Sched. - 31/12/1991

Applications to court as to requisitions, objections, compensation, etc.

**3** (1)  A vendor or purchaser of real or leasehold estate or the vendor’s or purchaser’s representative may at any time and from time to time apply to the Superior Court of Justice in respect of any requisition or objection or any claim for compensation or any other question arising out of or connected with the contract, except a question affecting the existence or validity of the contract, and the court may make such order upon the application as may be considered just. R.S.O. 1990, c. V.2, s. 3 (1); 2006, c. 19, Sched. C, s. 1 (1).

Appeal

(2)  An appeal lies to the Divisional Court from any order made under this section. R.S.O. 1990, c. V.2, s. 3 (2).

**Section Amendments with date in force (d/m/y)**

[2006, c. 19, Sched. C, s. 1 (1)](http://www.ontario.ca/laws/statute/S06019" \l "schedcs1s1) - 22/06/2006

Terms of agreement of sale and purchase

**4** Every contract for the sale and purchase of land shall, unless otherwise stipulated, be deemed to provide that,

(a) the vendor is not bound to produce any abstract of title, deed, copies of deeds or other evidence of title except such as are in the vendor’s possession or control;

(b) the purchaser shall search the title at the purchaser’s own expense and shall make any objections thereto in writing within thirty days from the making of the contract;

(c) the vendor has thirty days in which to remove any objection made to the title, but if the vendor is unable or unwilling to remove any objection that the purchaser is not willing to waive, the vendor may cancel the contract and return any deposit made but is not otherwise liable to the purchaser;

(d) taxes, local improvement rates, insurance premiums, rents and interest, shall be adjusted as at the date of closing;

(e) the conveyance shall be prepared by the vendor and the mortgage, if any, by the purchaser and the purchaser shall bear the expense of registration of the deed and the vendor shall bear the expense of the registration of the mortgage, if any;

(f) the purchaser is entitled to possession or the receipt of rents and profits upon the closing of the transaction. R.S.O. 1990, c. V.2, s. 4.

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