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GUIDE TO BUILDERS' LIENS IN BRITISH COLUMBIA

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This publication features a comprehensive analysis of builders' liens law and practice in British Columbia. It is compact, practical and designed for everyday use.

This release features updates to Appendix A. Legislation including updates to § A:1. *Builders Lien Act*, Amended by SBC 2025, c 24, ss. 52-55 [Not in force at date of publication], and the addition of the *Construction Payment Act*, SBC 2025, c 24. [Not in force at date of publication]. This release also features updates to Chapter 1—The Lien, Chapter 2—Lienable Interests in Land, Chapter 3—Time Limits, Chapter 4—Cancellation of Lien Upon Giving Security, Chapter 5—The Holdback, Chapter 6—Enforcement of the Lien, Chapter 9—Interpretation, Problems and Other Remedies and Appendix B-*Builders Lien Act*-Case Law Digests.

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Highlights:

- **LIEN INTERESTS IN LAND—THE INTERESTS SUBJECT TO THE LIEN—OWNER—PURCHASERS—**A purchaser may fall under the definition of owner in section 1 because of knowledge of the improvement. Under section 3 of the Act, an improvement done with the knowledge of an owner is deemed to be at the owner's request. By the same token, it has been held a bona fide purchaser for value without notice is not an owner within the meaning of the Act. The defendant's status as a bona fide purchaser for value without notice was a full answer to a parallel claim in unjust enrichment: *Coho Communications Ltd. v. 1222424 B.C. Ltd. (Island View Place Care)*, 2026 BCSC 86 (B.C. S.C.).
- **INTERPRETATION, PROBLEMS AND OTHER REMEDIES—ABUSIVE LIENS—GENERALLY—**A lien was wrongfully filed, for purposes of section 19, in that it did not attach to the estate or interest in lands, where the lien was filed late and against the wrong land parcel, and where it included improper amounts, namely interest and an amount included in a prior lien. The claimant's late acknowledgement (at the hearing) of the improper inclusion of those amounts did not assist the claimant. The lien claimant has filed against the "wrong" land not in error but based on a failed argument that the work done was "in relation to" the land, where the only connection was a road to another land parcel containing an amenity that served both properties, and that material and equipment were being used on multiple properties at the same time. The court expressly held that the filing did not have to be an abuse of process to trigger liability under section 19. Recoverable damages were determined to be bonding costs for security the lien, and any other costs and damages arising from the improper lien, to be determined by the Supreme Court registrar: *Mainland Civil Site Services Inc. v. Anthem Coyote Creek One Holdings Limited. Partnership,* 2025 BCSC 2009 (B.C. S.C.).

  INTERPRETATION, PROBLEMS AND OTHER REMEDIES—ABUSIVE LIENS—GENERALLY— The lien claimant had filed a claim of lien for delay and holdback during the course of a project. The court had, in a previous application, allowed the owner to post security for the lien in an amount equal to the holdback, with no

security for the delay claim, because, the court held, insufficient evidence had been filed in support of it. The lien claimant filed a second lien, months later, which included the same delay claim, and filed more evidence in support of it in the owner's subsequent application to vacate the lien. The court held that filing the second lien did not constitute an abuse of process in the circumstances: *Mazzei Electric Ltd. v. Aragon (English Inn) Development Corp*, 2026 BCSC 562 (B.C. S.C.).