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### REGISTRATION OF TITLE TO LAND

DiCastrì

Release No. 4, April 2026

*Registration of Title to Land* is the authoritative treatise on land titles in Canada. This three-volume supplemented work provides detailed analysis of the underlying principles, theory and operation of land titles systems in Canada, the adaptation of the Torrens model in the western provinces, and makes a comparative study of the principles of the title registrations embodied in the *Ontario Land Titles Act* and the English statutes upon which it is based.

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## What's New in this Update

This release updates the commentary and caselaw in Chapters 6 (Land Descriptions and Registered and Deposited Plans of Survey), 8 (The Statutory Transfer), 12 (Leases), 13 (Mortgages), 15 (Lis Pendens), 17 (Registration) and 20 (Builders', Construction and Mechanics' Lien Legislation).

## Highlights

- **LAND DESCRIPTIONS AND REGISTERED AND DEPOSITED PLANS OF SURVEY - THE CONDOMINIUM ACTS - THE CONDOMINIUM CORPORATION - SALE OR LEASE ACCORDING TO PROPOSED PLAN - 1180264 B.C. Ltd. v. CCM Investment Group Ltd.**, 2026 BCCA 25, 2026 CarswellBC 191 (B.C. C.A.) - Appeal from arbitration order requiring developer with long-term parking lease in strata-title building to assign parking stalls; developer alleges duty to assign parking stalls not triggered until strata unit sold to purchaser at specified price; no error dismissing developer's interpretation of lease and alleged concern about assigning stall to unknown purchaser since assignment does not take effect until purchase completed; appeal dismissed.
- **LAND DESCRIPTIONS AND REGISTERED AND DEPOSITED PLANS OF SURVEY - THE CONDOMINIUM ACTS - THE CONDOMINIUM CORPORATION - OPPRESSION REMEDY - McLeod v. Mcauley Court Condominium Corp.**, 2026 SKKB 3, 2026 CarswellSask 13 (Sask. K.B.) - Condominium unit owner's action pursuant to s. 99.2 of *Condominium Property Act* to compel condominium corporation to return exclusive possession of unit and reverse improper charges on unit's ledger; after receiving complaints about tenant's conduct, building manager sought discussion which led to assault by tenant and police intervention; building manager applied to Court pursuant to s. 80 of *Condominium Property Act* for writ of possession for condominium corporation which was granted and tenant evicted by sheriff; condo corporation refused to return possession of unit to owner until charges for cleaning up unit after tenant vacated fully paid and refused to permit access to facilitate sale of unit; condo corporation asserts s. 80 of Act provides ongoing right to retain possession of unit; writ of possession silent on expiry and s. 80 provides for expiry of writ in 30 days if expiry not specified; condo corporation alleges expiry of writ irrelevant as enforcement already vested possession of unit in condo corporation which can be retained indefinitely or upon condo corporation approval of owner's plan to re-enter unit; on proper interpretation, s. 80 exceptional remedy which in circumstances entitled condo corporation to temporary possession of unit for 30 days; owner reasonably expected to exercise right of access as owner of unit and for charges on unit to be assessed fairly; condo corporation acted oppressively by retaining possession for 6 months and changed locks without colour of right after 30 days when writ expired; condo corporation ordered to grant immediate and unconditional access to unit, remove certain unauthorized and/or undocumented charges from unit's ledger and pay damages for lost rent.