

SALE OF IMMOVABLES FOR NON-PAYMENT OF TAXES AND TRANSFER TAXES NOVEMBER 22, 2021

TERMS OF SALE

1. The immovables are offered for sale separately, in the order in which they appear on the public notice.
2. No bid may be received unless the bidder states his name, capacity, occupation, and residence.
3. Any bid may be made by an agent. A person who has purchased for another must immediately state the name, capacity and residence of his principal, and submit proof of his mandate.

If no proof of mandate is submitted, the agent is deemed to have purchased in his own name. He is likewise deemed to have purchased in his own name if the person for whom he acted is unknown, cannot be found, is notoriously insolvent, or is incapable of being a purchaser.

4. No minutes of the sale are taken.
5. The sale is made without a waiting period and every immovable is adjudged to the last bidder.
6. The following persons may not be bidders or purchasers at the sale:
 - the debtor (the owner), if personally liable for the debt
 - the person responsible for the administration or sale of the property of others
 - the city clerk and the person conducting the sale
 - a false bidder
7. The sale does not discharge a lease registered in the land register.
8. Every purchaser must immediately pay the purchase price either in cash, by certified cheque or bank draft payable to Ville de Montréal.
9. If the purchaser pays by cheque or bank draft, and the amount paid exceeds the purchase price, the city refunds the surplus by cheque sent by mail within 10 days after the sale.

10. If no immediate payment is made, the person conducting the sale puts the immovable up for sale or adjourns the sale to the following day, or any other day within 8 days, by giving all persons present notice of the adjournment loud and clear.

If the immovable is sold at a lower price than the one bid by the person in default, the person in default must immediately pay the difference.

11. Ville de Montréal does not know the condition of the properties offered for sale, nor the servitudes that could affect the buildings. The city has not inspected the physical characteristics of the immovables, nor verified that it is possible to construct new buildings thereon. Montréal does not have the keys to these buildings and it does not evict its occupants. It is the purchaser's responsibility to carry out due diligence and all inspections he judges necessary. He must also notify his insurer when buying a property and sign new agreements with the occupants. The purchaser takes the immovable in the condition in which it is at the time of the adjudication, with all the relevant rights of the previous owner, including all active servitudes, but without any warranty as to its contents or latent defects.

12. On payment by the purchaser of the amount of his purchase, the person conducting the sale notes the particulars of the sale in a certificate made in duplicate and signed by him, and gives a duplicate to the purchaser. The certificate will not be registered with the registry office.

Within 10 days after the adjudication, the city clerk transmits to the registrar a list of the immovables thus sold for municipal taxes, with the name of the purchaser of each immovable.

13. An immovable sold for taxes may be redeemed by the owner or his legal representatives at any time within the year after the day of adjudication, on payment to the purchaser of the sale price, including the cost of the certificate of adjudication, with interest at the rate of ten percent a year, a fraction of a year being counted as a whole year.

When the immovable sold is a vacant lot, the amount payable to the purchaser must also include the total municipal, school, general, and special taxes imposed on the immovable from the date of purchase, if they have been paid by the purchaser. If they have not been paid, the redemption frees the purchaser from the payment and binds the owner to pay them.

14. If, within one year after the day of adjudication, the immovable adjudged has not been bought back or redeemed, the purchaser becomes the absolute owner.

15. The purchaser, on producing the certificate of purchase and on proving the payment of all municipal and school taxes that have in the meantime become due for the same immovable, is entitled, at the end of one year, to a deed of sale from the council.

He is also entitled to the deed of sale at any time before the end of that period, with the consent of the owner of the immovable or his legal representatives and of the prior or hypothecary creditors, who must intervene in the deed of sale to attest their consent.

The deed of sale is executed, on behalf of the city, by the mayor or the city clerk, by deed before a notary.

The deed preparation and registration costs are borne by the purchaser.

16. The purchaser, who is registered for GST and QST purposes, and who acquires an immovable subject to those taxes, must pay the applicable GST and QST, unless he produces his registration numbers for the two taxes and signs the document entitled "*Declaration de l'adjudicataire d'un immeuble taxable, qui est inscrit aux fins de la TPS et de la TVQ*".

17. For the purposes of the certificate required under the *Civil Code of Québec*, every person who wishes to purchase or bid for another person must submit identification. If he represents an individual, he must submit proof of his mandate. If he acts on behalf of a corporation, he must submit a resolution designating him as agent, and an attestation in accordance with section 108 of the *Act respecting the legal publicity of enterprises*, issued by the enterprise registrar.

Source : Service du greffe