

ENFORCING AND DEFENDING BUILDERS LIENS:
What Contractors and Owners Need to Know

March 28, 2024

CLARK WILSON

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Agenda

1. **The Claim of Lien:** what a lien is, what it does, and why it matters
2. **The Lienable Interest:** the types of land on which you can, and cannot place, a lien
3. **Quantum of Liens:** determining how much you can lien for and if a lien may be inflated
4. **Time Limits for Filing A Lien:** how to determine when a claim of lien must be filed and the events that can trigger the lien filing period
5. **The Holdback:** the legal and practical purposes of a holdback, and the risk of not retaining one
6. **The Trust:** what are trust monies, why they are important, and consequences for failing to comply with the trust requirements of the Builders Lien Act
7. **Lien Enforcement:** what steps a lien claimant must take to enforce their claim of lien
8. **Discharge of Liens:** mechanisms to remove claims of lien from title and property
9. **Strict Compliance with the Builders Lien Act:** what does this mean?

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The Claim of Lien | The Lienable Interest

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**The claim of lien:
what it is, what it does, why it matters**

- **The purpose of the Builders Lien Act (the "Act"):** to ensure payment to contractors, suppliers, consultants and workers for their labour, materials and services which are an improvement to the owner's property.
- **The lien creates an *in rem* claim for an interest in land.**
 - Including where there is no privity of contract between the owner and the lien claimant.
 - Separate from contractual claim for non-payment, with different remedies.
- **Once on title, the lien will typically cause financing problems for the owner.**
 - The Act creates mechanisms for discharging the claim of lien in exchange for cash security or a lien bond.

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Core Features of the Builders Lien Act

- **Lien against land**
 - A claimant can file a lien for work performed and materials supplied in connection with an improvement to land, even if the claimant has no contract with the owner
 - Lien can be satisfied from court-ordered sale of lands but rare as payment disputes usually resolved before sale of land
 - Must file claim of lien in prescribed form in the land title office within strict time limit
 - To enforce lien the claimant must commence an action in Supreme Court and file a certificate of pending litigation in one year
- **Holdback**
- **Statutory trust**

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Who can file a lien?

Act, s. 2.

2 (1) Subject to this Act, a contractor, subcontractor or worker who, in relation to an improvement,

- (a) performs or provides work,
- (b) supplies material, or
- (c) does any combination of those things referred to in paragraphs (a) and (b)

has a lien for the price of the work and material, to the extent that the price remains unpaid, on all of the following:

- (d) the interest of the owner in the improvement;
- (e) the improvement itself;
- (f) the land in, on or under which the improvement is located;
- (g) the material delivered to or placed on the land.

(2) Subsection (1) does not create a lien in favour of a person who performs or provides work or supplies material to an architect, engineer or material supplier.

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What is a claim of lien?

- Example of a typical contractual chain in construction projects: Head/General/Prime Contractor Project Structure

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What does a lien look like and how is it filed?

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Key components of the Form 5 Lien

PART #	DESCRIPTION
Part 1:	<ul style="list-style-type: none"> the lien claimant's name and address; and, the legal description of the lands to be liened.
Part 2:	<ul style="list-style-type: none"> the general description of the work of materials supplied.
Part 3:	<ul style="list-style-type: none"> the person who engaged the lien claimant, or who is indebted to the lien claimant.
Part 4:	<ul style="list-style-type: none"> the amount owing and when it is due.
Part 5:	<ul style="list-style-type: none"> the lien claimant's address for service.

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The Lienable Interest



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What Lands can be Liened?

Lienable Lands	Non-lienable Lands
<ul style="list-style-type: none"> Lands registered in the land title office or gold commissioners office 	<ul style="list-style-type: none"> Lands that are NOT registered in the land title office or gold commissioners office
<ul style="list-style-type: none"> Provincial crown lands 	<ul style="list-style-type: none"> Federal lands (including Indigenous reserve lands)
<ul style="list-style-type: none"> Municipal lands 	<ul style="list-style-type: none"> Highways / certain ferry properties
<ul style="list-style-type: none"> Schools and other public facilities 	<ul style="list-style-type: none"> Improvements by the Minister of Forests and forest service roads

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Special Categories of Lands and Lienable Interests

- A lien can be filed against registered leasehold interests and easements
- In a phased strata plan, a lien can only be filed against the strata lots in the phase in which the material was supplied or the work was done
- Where an improvement spans several properties, a lien can be filed on each of those properties for the full amount of the lien
- A lien can be filed on mining properties held under the *Mineral Tenure Act* but many minerals excluded (coal, petroleum, natural gas)
- Mineral Titles Branch maintains a registry of petroleum and natural gas interests and will accept liens but on an information basis only. Such liens can not be enforced to sell the property.

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Special Categories of Lands and Lienable Interests

- Indigenous Lands
 - In rare circumstances you can place a lien on Indigenous lands where:
 - Labour or materials were provided to lands covered by a leasehold interest
 - Fee simple lands owned by an Indigenous person or an Indian Band under the *Indian Act*.

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What land can be liened?

- Can you lien lands where the owner did not request the work?
 - Answer: YES.
- S. 3 of the Act states:
 - (1) An improvement done with the prior knowledge, but not at the request, of an owner is deemed to have been done at the request of the owner.

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What land can be Liened?

- However, s. 3(2) of the Act states:
 - (2) Subsection (1) does not apply to an improvement made after the owner has filed a notice of interest in the land title office for leasehold property.
- Notice of Interest
 - placed on title by owner
 - Provides protection from liens for improvements made after the notice is filed (unless the owner approved the work in question).

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Quantum of Liens


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Quantum of Liens

- Price
- Interest
- Damages
- Improper liens



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Price

Act, s. 2(1)

Lien for work and material

2 (1) Subject to this Act, a contractor, subcontractor or worker who, in relation to an improvement, ...

has a lien for the price of the work and material, to the extent that the price remains unpaid ...

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Price

Disputed amounts due and owing

- The amount in dispute – unpaid invoices, holdback, extras, bond premiums, taxes
- How much is *due when you lien*?
- Work actually done = is or will become due

No fixed price

- Contract terms?
- Calculate based on value of the work / materials provided (i.e., *quantum meruit*)
- Cost-plus contract, verbal contract, extra performed under a change directive

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Interest

- Interest not allowed in calculating lien
- Claim against a *thing (in rem)* = improvement, land, material delivered or incorporated
- Interest is allowed for other claims that accompany the lien
- Claim against a *person (in personam)* = breach of trust or breach of contract

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Damages

- Damages in addition to the unpaid price of the work or material are not included in a lien
- S. 2(1)... *a contractor, subcontractor, or worker ... has a lien for the price of the work and material to the extent that price remains unpaid ...*
- Price is *not* lost profits, breach of contract per se, tort damages
- Damages that are connected to the price can be included
- Price *may* include delay:
 - represent the price of work or material provided; or
 - are so closely connected to the price.
- Overtime: extra time worked on top of normal hours.

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Improper Liens

- Precision is key = bad math will cost you

Liability for wrongful filing

19 A person who files a claim of lien against an estate or interest in land to which the lien claimed does not attach is liable for costs and damages incurred by an owner of any estate or interest in the land as a result of the wrongful filing of the claim of lien.

Offence

45 (1) A person who knowingly files or causes an agent to file a claim of lien containing a false statement commits an offence.

(2) A person who commits an offence under subsection (1) is liable to a fine not exceeding the greater of \$2,000 and the amount by which the stated claim exceeds the actual claim.

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Improper Liens

- Abuse of process
 - Cancellation of lien
 - Claim for damages
- Wholly unsupported claim and improper ulterior motive
- In practice: inflated liens = reduced by amount justified
- Future: harsher treatment of inflated liens?
- *Darwin Construction (BC) Ltd. v PC Urban Glenaire Holdings Ltd., 2023 BCCA 436*
 - \$3M+ lien cancelled = no evidence to support the *right* to lien or the *quantum*

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Time Limits For Filing A Lien

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Triggering Events

- S. 20 of the Act → Must file the claim of lien no later than 45 days after the earliest date of the following triggering events:
 - When certificate of completion for contract or subcontract has been issued
 - If no certificate, when the head contract is completed, abandoned or terminated
 - If no certificate and no head contract, when the improvement is completed or abandoned
- Also transfer of strata lot title from owner-developer to purchaser
- Failure to file in time = claim of lien extinguished (s. 22 of the Act)

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(1) Issuance of Certificate of Completion

- Certificate of Completion issued by the "payment certifier"
- Who is the payment certifier?
 - Look to the Act which points to the contract → An architect, engineer or any other person identified in the contract or subcontract as the person responsible for payment certification
 - i.e., contract will set out who is payment certifier
 - e.g., consultant in CCDC 2
- No payment certifier identified? Then:
 - Owner acts as payment certifier alone with respect to amounts due to contractor; or
 - Owner and head contractor acts together as payment certifier with respect to amounts due to subcontractor

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(1) Certificate of Completion Cont'd

- Certificate of Completion cannot be issued unilaterally - **MUST** be issued at request of contractor or subcontractor
- Once requested by contractor or subcontractor, then within 10 days, payment certifier must determine whether contract or subcontract has been completed
- Determine by 3-2-1 method → S. 1(2) of the Act
 - For the purposes of the Act, a head contract, contract or subcontract is substantially performed if the work to be done under that contract is capable of completion or correction at a cost of not more than
 - a. 3% of the first \$500 000 of the contract price,
 - b. 2% of the next \$500 000 of the contract price, and
 - c. 1% of the balance of the contract price
- If yes → payment certifier must issue certificate of completion

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(1) Certificate of Completion Cont'd

- Follow the prescribed form (samples to follow) rather than drafting own certificate – avoids issues down the road that the same not properly issued or defective (or make sure has the same information in prescribed form)
- Note that issuing the certificate of completion does not restart the time limits to file lien if has already been started by another triggering event – always use first triggering event

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Prescribed Form – Certificate of Completion

Form 3
 Builders Lien Act
 (Section 7 (1)(b))
 Certificate of Completion

I, Gomez Adams, of 115 Chapinway Heights, Vancouver, British Columbia, certify that, for the purposes of the Builders Lien Act, the following contract or subcontract was completed on October 31, 2023.

Street address or other description of the land affected by the improvement:
 #10, 360-123-688 (St. J, District Lot 1, New Westminster District, Plan 12345)

Brief description of the improvement:
 Supply and materials for roofing and installation of metal gutters.

Brief description of the contract or subcontract, including the date of the contract and the names of the parties to it:
 Contract Between: Shady Acres Contracting and Gomez Adams
 Contract Date: October 31, 2023

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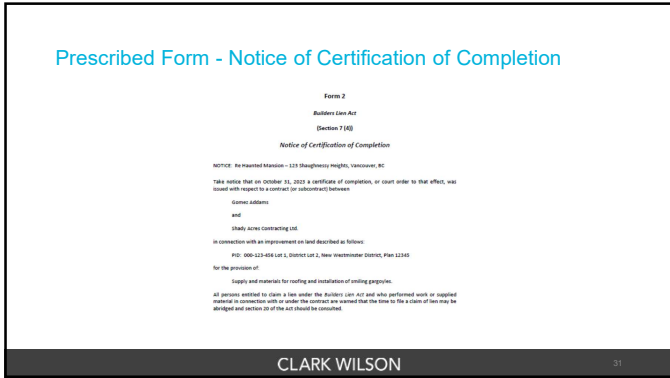
29

(1) Certificate of Completion Cont'd

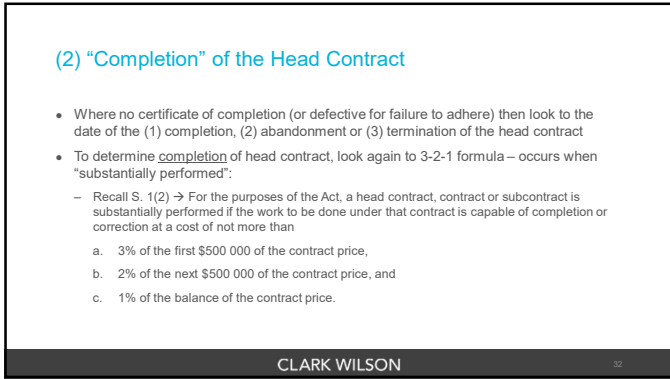
- Once certificate of completion issued, then within 7 days, payment certifier must deliver a copy to (1) owner (2) head contractor (if applicable) and (3) contractor subcontractor that requested certificate
- Payment certifier must then produce a Notice of Certification of Completion and deliver to those that requested the certificate of completion
- Then payment certifier must post the Notice in a prominent place on the improvement

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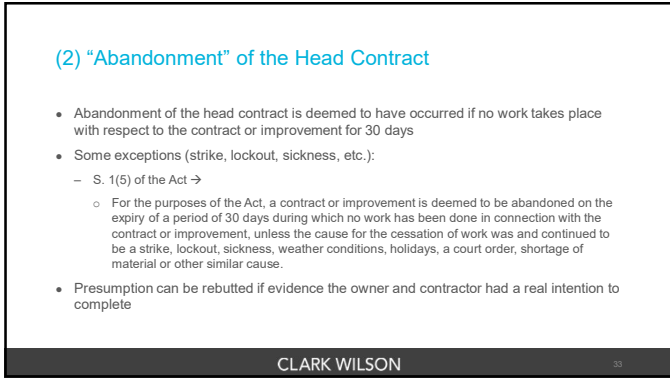
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(2) "Termination" of the Head Contract

- "Termination" is not defined in the Act
 - *Frontier Kemper Constructors, Inc. v. Rio Tinto Alcan Inc.*, 2022 BCSC 868
- So to determine what is "termination", look to the terms of the contract surrounding same
- Termination could be in writing
- Termination can be inferred from the parties' course of dealings
- Note it is only termination of the head contract that triggers deadline NOT termination of any subcontractors, even if majority of work has been subcontracted

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(3) "Completion" of the Improvement

- Next triggering event → where no certificate of completion and no head contract, look to the date improvement is completed or abandoned
- Improvement is "completed" when improvement is, or a substantial part of it, is in use or ready for use
 - Seen in standard form contracts, e.g., CCA 1

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(3) "Abandonment" of the Improvement

- Same as abandonment of head contract
 - S. 1(5) of the Act → For the purposes of the Act, a contract or improvement is deemed to be **abandoned on the expiry of a period of 30 days during which no work has been done in connection with the contract or improvement, unless the cause for the cessation of work was and continued to be a strike, lockout, sickness, weather conditions, holidays, a court order, shortage of material or other similar cause.**
- Look to abandonment by the owner

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(4) Strata Lots

- Separate triggering event to consider with respect to strata lots
- Applies when an owner-developer conveys a strata lot to a purchaser
- S. 88(1) of the *Strata Property Act* → Claim of lien under the Act must be filed before the earlier date of:
 - The date on which the time for filing a claim of lien under the Act expires
 - The date which is 45 days after the date the strata lot is conveyed to the purchaser

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Holdbacks | Trust Monies


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Holdbacks

- Purpose
- Lien against the holdback
- Practical consequences



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What is a Holdback?

Section 4 of the Builders Lien Act

Person paying an account (to a contractor or subcontractor) must hold back at least 10% of the greater of:

- (a) the value of the work or material as they are actually provided under the contract or subcontract; and
- (b) the amount of any payment made on account of the contract or subcontract price.

- Payor is withholding 10% of the amount payable to payee

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Purpose of the Holdback

- Holdback charged with payment of liens and held in trust for the contractor
- Owner's interest = discharge of liens
- Contractor's interest = monies held in trust
- Holdback mandatory regardless of contract terms
- S. 5: "establish at a savings institution a holdback account for each contract under which a lien may arise"

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Lien against the Holdback – Shimco Lien


- Lien against the holdback monies – *in rem*
- *Shimco Metal Erectors Ltd. v. Design Steel Constructors Ltd.*, 2002 BCSC 238, aff'd 2003 BCCA 193
- Distinct from lien against the lands
- Impact on lien filing period = may extend past 45-day clock
- Holdback funds must exist to lien

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Trust Monies

- What are trust monies?
- Consequences for breach of trust



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What Are Trust Monies?

- Money must flow orderly and timely down the chain
- S. 10 creates a trust on money payable on a contract or subcontract:

10 (1) Money received by a contractor or subcontractor on account of the price of the contract or subcontract constitutes a trust fund for the benefit of persons engaged in connection with the improvement by that contractor or subcontractor and the contractor or subcontractor is the trustee of the fund.

(2) Until all of the beneficiaries of the fund referred to in subsection (1) are paid, a contractor or subcontractor must not appropriate any part of the fund to that person's own use or to a use not authorized by the trust.

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Consequences for Breach of Trust

- Party holding trust funds is the trustee
- Direct claim against the breaching company AND director/officer (s. 11(3) of the Act)
- Director / officer liability:
 - They take it upon themselves to possess and administer the trust property and commits a breach of trust in doing so (constructive trust);
 - They knowingly assist in the breach by the trustee; or
 - They knowingly receive or apply trust property to the director's benefit.

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Lien Enforcement

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Limitation Period – 1 year

- S. 33(1) of the Act → After filing claim of lien, lien claimant must do the following within 1 year:
 - Commence an action in BC Supreme Court of the lien against title; and
 - Register a certificate of pending litigation against title to the lands
 - Certificate of pending litigation is not required if lien has been discharged or secured pursuant to s. 23 or 24 of the Act
- Failure to enforce lien = lien extinguished

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21 Days → Notice to Commence an Action

- S. 33(2) of the Act → An owner may speed up the 1 year limitation period by delivering to a lien claimant a Notice to Commence an Action to enforce the lien claimant at the address for service found on the claim of lien
 - Beware – if the notice is mailed, it is deemed to be served 7 days after depositing with Canada Post
- If properly served, the lien claimant must commence their lawsuit to enforce the claim of lien within 21 days of service (not within 1 year).
- Failure to commence action = lien extinguished, so act **QUICKLY**
- Great mechanism for owners to deal with liens with little merit quickly without waiting 1 year to see if lien claimant otherwise enforces claim of lien

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Where to File Action

- Lawsuit must be commenced in jurisdiction of the court registry where the land of the improvement is located
- BC Supreme Court, not small claims
- S. 27 of the Act
- S. 21 of the *Law and Equity Act* → Every foreclosure proceeding must be commenced in the jurisdiction of the court registry where the land is located

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Naming Parties in Action

- In the lawsuit, lien claimant must identify and name the proper parties including:
 - Party that the lien claimant contracted with to perform the work on the lands
 - Owners
 - Necessary parties, even if there is no contractual relationship with lien claimant because lien is an *in rem* claim
 - *Paramount Drilling and Blasting Ltd v North Pacific Roadbuilders Ltd.*, 2004 BCSC 622
 - *Primex Industries v The Owners Strata Plan LMS 1751*, 2016 BCSC 2092
 - If lien is against strata lots, name all individual owners whose interest are subject to the claim of lien

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Discharge of Liens

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S. 24 – Security

- Can be used for disputed claims of lien
- Can be done by way of application or consent order
- Owner's interest in adding supplementary conditions into a standard CCDC to require general contractor to remove the claim of lien
- Applicant can clear lien off title by paying into court "sufficient security" for the lien claim
 - Usually the full amount of the lien claim but can be less
 - Security can be posted in form of:
 - o Cash
 - o Lien bond
 - o Letter of credit
- Security is paid into court (or lawyers trust account though not preferred method) and stands in place of land
- Applicant is at liberty to later dispute the lien claimants' entitlement to lien and payment (lien claimant must prove its claim to obtain monies)

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S. 23 – Payment Into Court

- Generally used for undisputed claims
- Effective way for owners to clear liens off title
- Applicant can discharge a lien by paying into court the lesser of:
 - The total amount of the lien claims; or
 - The amount owing from the applicant to the person engaged by the applicant, provided that amount is at least equal to the 10% statutory builders lien holdback applicable to the contract or subcontract between them
- Owner can only do this with subcontractor claims, not its own contractors' claims
- Once paid, lien then discharged from title and liability for quantum of lien also discharged (if sub still owed money, can still pursue its claim against person it engaged but owner no longer has liability)

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S. 25 – Removing Invalid Lien

- Applicant can apply to the court to remove the lien on the basis that it is invalid, including:
 - Lien was filed out of time; or
 - Lien is vexatious, frivolous or an abuse of process
 - o e.g., filed against wrong land, for amounts not lienable, or amounts grossly inflated or not properly due and owing

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Strata Lots

- Purchaser of a strata lot can make an application to discharge a lien on title and release the purchaser from liability in return for payment into court or the lesser of:
 - Total amount of the liens; AND
 - Full amount of the lien holdback retained from the purchase price of 7% of the purchase price
- Strata lot owner may also discharge a lien by making payment of the strata lot's share of the amount secured by the lien
 - There is a chart and process to calculate this as to what percentage the owner would have to pay

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Strict Compliance with the Act

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Strict Compliance

- The *Act* requires strict compliance with the requirements of the *Act*.
- A failure to comply with the requirements of the *Act* such as the prescribed forms or deadlines can be fatal to a claim of lien.
- S. 22 of the *Act* provides:
 - A lien in respect of which a claim of lien is not filed in the manner and within the time provided in this *Act* is extinguished.

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Strict Compliance

S. 25

(1) An owner, contractor, subcontractor, lien claimant or agent of any of them may at any time apply to the court, registrar or gold commissioner and the court, registrar or gold commissioner may cancel a claim of lien if satisfied that:

- (a) a lien is extinguished under section 22 or 33; or,
- (b) an action to enforce the claim of lien has been dismissed and no appeal from the dismissal has been taken within the time limited for the appeal,
- (c) an action to enforce the claim of lien has been discontinued, or
- (d) the claim of lien has been satisfied.

(2) An owner, contractor, subcontractor, lien claimant or agent of any of them may at any time apply to the court and the court may cancel a claim of lien if satisfied that

- (a) the claim of lien does not relate to the land against which it is filed, or
- (b) the claim of lien is vexatious, frivolous or an abuse of process.

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Strict Compliance

Nita Lake Lodge Corp v Compact Systems (2004) Ltd., 2006 BCSC 885

- The lien incorrectly identified the corporation that engaged the claimant
- Named the construction manager, but not the contracting party as the person who engaged the claimant
- The construction manager had no contractual relationship with the claimant
- The Court struck the claim of lien, holding that it was invalid for failing to comply with the strict requirements of the Act.

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Strict Compliance

Nita Lake Lodge Corp v Compact Systems (2004) Ltd., 2006 BCSC 885

- It is settled law that the Act must be interpreted strictly because it creates a preference in favour of one creditor over another.
- The lien is a creature of statute, and the court has no discretion to depart from the statutory requirements.

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Strict Compliance

AW Kennedy Construction v Wan, 2021 BCCA 175

- Contractor filed a claim of lien, but failed to complete section 1 as agent of lien claimant.
- Based on *Nita Lake Lodge*, should be invalid?

CLAIM OF LIEN

AW Kennedy Construction (INC)
 28 First Street North Vancouver BC [address] British Columbia,
 [if claim is made by an agent, insert here "agent of the lien claimant"] state that
 I, _____ [claimant] of
 _____ [address] British Columbia,
 claim a lien against the following land:
 Lot 8 Block 13 De. 016 PLAN WPPSS 628
 029-750-808

Print legal description here or, if a lien is claimed under section 18 against more than one parcel of land, insert the legal description of parcels of land against which the lien is claimed. A sufficient name is provided, if it is possible. If the claim of lien is to be filed in the public commissioner's office, insert the name of the interest, its office number and the name of the relying document.

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Strict Compliance

AW Kennedy Construction v Wan, 2021 BCCA 175

- Court of Appeal Decision:
 - Relied on s. 28(1) of the *Interpretation Act*:

28(1) Where a form is prescribed by or under an enactment, deviations from it not affecting the substance or calculated to mislead to not invalidate the form used
 - The Form 5 Lien is a prescribed form under the *Act*, so s. 28 of the *Interpretation Act* applies.

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Strict Compliance

AW Kennedy Construction v Wan, 2021 BCCA 175

Decision:

- an otherwise defective claim of lien is valid, as long as the defect:
 - doesn't affect the substance of the claim of lien;
 - is not calculated to mislead a party; and,
 - is immaterial.
- The defect in the claimant's lien did not affect its substance and was not calculated to mislead, and was held to be valid.

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Strict Compliance Summary

- The lien and related rights are purely statutory in nature.
- As a result, the ability of the courts to intervene and remedy errors in a lien is very limited.
- The Form 5 Lien must be completed accurately
- **"Strict compliance"** requirement does not impose a standard of perfection
 - A lien will not be invalid because of inconsequential defects not affecting the substance of the lien which are not calculated to mislead
 - A lien will be invalid if there are substantive defects or errors, including the wrong claimant named, where the claimant doesn't exist, where the wrong debtor is named, or the date the amount owing is not filled in.
- The Court cannot fix or forgive missed filing deadlines.
- **Takeaway:** be careful, get legal advice early, and have your documents and lien details ready.


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QUESTIONS?



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