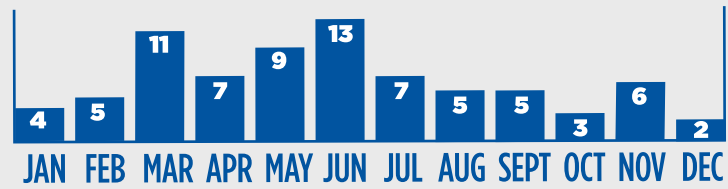
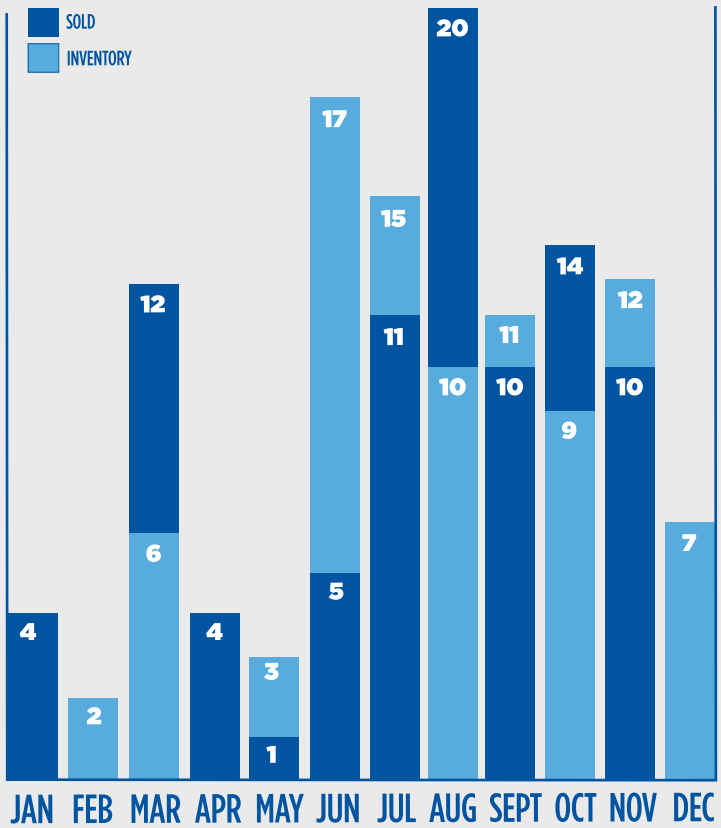


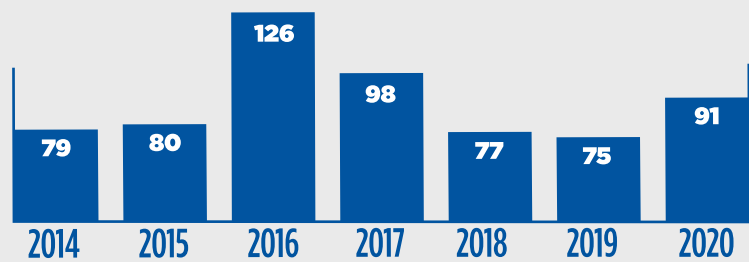
## 2019 CLEARVIEW SALES



## 2020 CLEARVIEW SALES & INVENTORY



## YEAR TO DATE SALES TO NOV 30



## WHERE THEY SOLD

RENTAL	SALES
\$650-\$700,000	1
\$700-\$750,000	0
\$750-\$800,000	1
\$800-\$850,000	0
\$850-\$900,000	1
\$900-\$950,000	1
\$950-\$1,000,000	0
\$1,000-\$1,050,000	0
\$1,050-\$1,100,000	0
\$1,100-\$1,150,000	0
\$1,150-\$1,200,000	0
\$1,200-\$1,250,000	0
\$1,250-\$1,300,000	0
\$1,300-\$1,350,000	0
\$1,350-\$1,400,000	2
\$1,400-\$1,450,000	2
\$1,450-\$1,500,000	2
\$1,500-\$1,550,000	0
\$1,550-\$1,600,000	1
\$1,600-\$1,650,000	0
\$1,650-\$1,700,000	0

## CLEARVIEW LISTINGS As of December 1st

1099 GABLE DRIVE	SEMI	2,750
1304 VALERIE CRESCENT	LINK	2,850
2812 HUNTINGDON TRAIL	DETACHED	4,800
2748 GUILFORD CRESCENT	DETACHED	1,498,000
2956 SYCAMORE STREET	DETACHED	1,599,000
1089 BEECHNUT ROAD	DETACHED	1,499,900
1455 CLEARVIEW DRIVE	DETACHED	2,750,000

DECEMBER 2020 | VOL. 25 #12

RE/MAX

# Clearview

MARKET WATCH | Sheridan Gardens & Sherwood Heights Subdivisions

## WHAT'S INSIDE

- WHERE THEY SOLD
- CHECK OUT THE HOMES SOLD LAST MONTH,
- INVENTORY OF HOMES FOR SALE AND
- HOW WE ARE DOING COMPARED TO
- THE LAST 7 YEARS
- OUR LISTINGS
- CURRENT LISTINGS AND PROPERTIES
- OUR BUYERS NEED

THE NUMBER OF HOMES SOLD IN CLEARVIEW BY GEORGE KLOET & BRENDA APEL



## CHRISTMAS 2020

This 2020 Christmas season may well be the one that some of our neighbours are dreading already. Experts say that for many individuals, young and old, Christmas is the saddest day of the year. Now that we are under the grip of a pandemic, our seniors are barracked behind the safety of their front door yet separated from family, grandchildren and friends. Marginalized young people turn to drugs to numb the pain of loneliness and self-worth.

Christmas is not only about gifts, shopping and lavish parties. The novelty of that fades fast. Christians celebrate the birth of Christ in the middle of this hectic material-gathering season. Centuries ago, faith leaders decided that the churches should all celebrate Jesus' birthday on the same calendar date each year and they may just as well join the year end-festivities with the rest of the community. So, December 25th was forever after recognized as Jesus' birthday.

There is an incredible reservoir of good in all of us and it is up to all of us to be aware when someone is alone or sad at this time of year. Busy or not, observe and take some time to listen. If nothing else, offer some words of encouragement or extend an invitation to share some cultural treats with your family. Knock on your neighbours' door and say hello. Love and respect for all of our neighbours is the underlying message of Christ...and Christmas. Let's not "keep" Christ in Christmas but let's "share" Christ this Christmas.

Regardless of how you traditionally celebrate this extended holiday season, we wish you a safe and enjoyable year-end.

MERRY

christmas

**KLOET**  
YOUR CLEARVIEW REALTORS  
**APEL**

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# NEED TITLE PLEASE

## Need Sub-title Please :)

In *Bilotta v. Booth*, 2020 ONCA 522, the Ontario Court of Appeal determined that the buyer of a residential property did not have the right to refuse to close a transaction on the basis that they had not been provided with timely notice of water damage from a basement flood.

The buyers entered into an Agreement of Purchase and Sale (APS) to purchase the property with a scheduled closing date of July 7, 2017. A basement flood occurred on June 23, 2017, resulting in over \$20,000 in water damage. The sellers told the buyers of the damage shortly before the closing date after having it assessed by their insurance company, but a dispute arose over whether the buyers were permitted to demand an extension and/or abatement, and the transaction was not completed. The property was resold a year later for \$100,000 less and the sellers sued the original buyers for the difference.

The key dates were as follows:

**April 24, 2017** APS signed with scheduled completion date of July 7, 2017.

**June 23, 2017** Flood with one to two inches of water in basement.

**June 28, 2017** Damages assessed at over \$20,000 by the property insurer.

**July 6, 2017** The sellers' lawyer advised the buyers' lawyer in writing of the flood and estimated repairs, enclosing the insurance company adjuster's report and offering to hold back \$10,000 to address any costs not covered by the insurer.

**July 7, 2017** On the date of closing a flurry of emails was exchanged between the lawyers. The buyers demanded either an extension until after the repairs were completed, at which time they could reinspect the property and renegotiate the price if not satisfied with the repairs, or a \$50,000 abatement on the purchase price. The sellers were prepared to hold back \$50,000 in trust to cover any additional costs not covered by the insurer and offered a two-week extension. The buyers refused to change their position and the transaction did not close.

**July 10, 2017** The buyers requested the opportunity to reinspect the property. The sellers took the position that the transaction had been terminated on July 7, 2017.

The litigation which ensued concerned the standard "insurance clause" in the Ontario Real Estate Association form of APS, which provides that a transaction can be terminated if "substantial damage" occurs to the property before closing. The Insurance Clause reads:

"All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear and in the event of substantial damage, Buyer may either terminate this agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase." (emphasis added)

In the initial application decision of the Ontario Superior Court of

Justice, the court focused on the timing of the notice given by the sellers regarding the flood and the repairs. The application judge faulted the sellers for not giving more notice prior to the scheduled completion date and said that the buyers were entitled to demand a short postponement of the closing date to allow for an inspection of the work.

By the time of the hearing, the buyers conceded that the water damage to the basement did not qualify as "substantial damage," but they argued that they were nevertheless entitled to terminate the APS as a result of the sellers' failure to give them timely notice so that they could re-inspect the property before closing. This argument was initially successful, as the application judge determined that it was not the buyers' failure to close on July 7, 2017 that breached the APS, but rather the sellers' failure to satisfy the "implied terms" in the APS to provide timely notice and a meaningful opportunity to inspect the property before closing.

The Court of Appeal allowed the appeal and concluded that the application judge erred in finding that the sellers breached the APS. In the Court of Appeal's view, the buyers' refusal to close on the required date, following rejection of the sellers' reasonable offers for an extension, constituted a repudiation of the APS. The sellers were therefore entitled to accept the repudiation, terminate the APS and sue the buyers for damages.

The key point for the Court of Appeal was that the damage was not "substantial" and therefore the buyers did not have a legal right to make their demands for an extension or abatement. The Court agreed that in some circumstances, discussed by the Supreme Court of Canada in *Wile v. Cook*, 1986 CanLII 27 (SCC), there may be a legitimate dispute about the nature or scope of damage to a property and whether buyers are entitled to be granted time to sort out what they wish to do in accordance with the available insurance coverage.

In such circumstances, the seller may be required to provide the buyer with a reasonable opportunity to inspect in order to determine whether the election in the APS arises. However, that was not the situation in the case at hand. Since there was no "substantial damage" the sellers had not breached the APS. In the result, the sellers were entitled to damages of \$100,000 for the lower resale price and an additional \$28,536.64 for related expenses as a result of the buyers' breach of the APS.

The decision demonstrates that a buyer must make a careful determination of whether unanticipated damage to a property before closing is "substantial" and should accept a reasonable offer from a seller for an extension so that the damage can be inspected. Although the seller could be faulted for not providing more timely notice of the damage, it seemed clear that the seller provided all documentation available from the insurance company's adjuster and that the buyers ought to have been able to determine that the damage was not substantial enough to justify refusing to complete the purchase.

## CLEARVIEW LISTINGS



LEASE!

### TOWNHOUSE FOR LEASE IN OAKVILLE

2340 Parkhaven Blvd Unit 17

Fabulous upscale Townhouse in Great location in Trendy Oak park in River Oaks. Three Bedrooms, 3 baths and attached 2 car garage with inside entry! Open concept and maintenance free.

### YOUR TOWN OF OAKVILLE & HALTON REGIONAL WARD #3 COUNCILORS



Janet Haslett-Theall  
289-837-3923 | janeL.haslett-theall@oakville.ca



Dave Gittings  
416-859-2662 | dave.gittings@oakville.ca

As you may know the plaza on Kingsway is up for sale. We have checked with Town Planning and confirmed the following applies to the site.

The lands are designated "Neighbourhood Commercial" in the Official Plan and zoned C1. Any proposed rezoning would need to comply with the Neighbourhood Commercial land use policies of the Official Plan which states: "Permitted uses may include a range of retail and service commercial uses including restaurants and food stores. Residential uses above ground floor retail and service commercial uses may also be permitted. Office uses may be permitted provided they serve a secondary function within the neighbourhood commercial designation and are small in scale.. Maximum building height shall be two storeys."

Any proposal to permit entirely residential (i.e. townhouses, detached, semi's, apts) would require an Official Plan amendment and zoning amendment and require public consultation in accordance with the Planning Act prior to a decision by Oakville Council.

We are watching for a development application and will keep you informed. From our view all development must meet community needs. The current Neighbourhood Commercial zone (when not vacant) provides local walk to or short distance services which many value. When we have an application we welcome your input.

Wishing you and yours a safe Holiday season with gratitude for doing your part to keep our community safe.

Janet and Dave



### We have more buyers looking to move into Clearview

If getting your home "showing ready" is stressing you out, If you think there is too much work needed don't worry. We have clients who are looking to move into the area and renovate a home to their taste. We can make the process easy - just call George or Brenda.

### CLEARVIEW RESALE UPDATE AVAILABLE

#### NEW MLS POSTINGS LIST

Receive details of every new property listed on MLS within hours of when that property is posted on MLS.

#### SOLD POSTING LIST

Receive a report once or twice a month with details of all properties SOLD in the last 15 or 30 days.

Reply to [brenda@brendaapel.com](mailto:brenda@brendaapel.com) and indicate that you wish to be added to these lists.