

Market at a Glance

2nd Quarter 2007

2007 年第二季

大溫地區及菲莎河流域

地產買賣依然活絡

Greater Vancouver

Detached House

Housing Price

	Index	Ch %1 yr	Ch % 3 yr	Ch% 5 yr
Greater Vancouver	222.46	10.5	50	100.6
Burnaby	211.3	10.3	48	92.7
Coquitlam	205.5	6.7	45.2	84.6
Delta (South)	206.4	8.3	43.2	86.3
Maple Ridge	198.4	7.7	31.4	71.9
New Westminster	232.7	9.4	45.5	120.3
North Vancouver	213.1	12.5	48.1	93.9
Pitt Meadows	202.1	16.4	38.1	87.9
Port Coquitlam	220.6	12.2	47.5	95.2
Port Moody	217.1	8.4	65	122.2
Richmond	209.5	11.6	50	88.9
Squamish	198.5	24.6	31.2	73.3
Sunshine Coast	234.7	6.3	54	114.3
Vancouver East	218.7	7.5	47	102.3
Vancouver West	220.7	18	62.9	97.8
West Vancouver	208.6	6.8	51.6	104

Fraser Valley

Detached House

N. Delta Surrey W. Rock Langley Abbotsford Mission All Areas

Housing Price

Index

June 07	216.5	210.7	221.9	200.3	209.1	218.6	210.8
Ch.1 yr	5.9%	8.2%	13%	12.6%	9.1%	10.6%	9.7%
Ch.5 yr	99.4%	94.8%	101.1%	80.6%	87.9%	94.8%	90.9%

Units Sold

June 07	59	438	122	196	157	65	1037
May 07	52	512	119	169	176	77	1105
June 06	83	505	115	167	188	89	1147

Did you know that

Property Disclosure Statement (PDS) ----

By providing a written record of the seller's knowledge and statements about the property, the PDS was designed to eliminate uncertainty regarding the seller's representations about the property and ensure disclosure to the buyer of any known concerns or issues.

However, the simple fact that a seller has completed a PDS, which is then incorporated as part of the contract, is not, in itself, evidence of a contractual intention on the part of the seller to warrant the accuracy of the statement.

In the past some buyers have tried to advance claims against the sellers, based on the statements or answers set out in the PDS, not only for negligence, misrepresentation, but also for breach of contract or breach of warranty. The court generally must be satisfied that there was a contractual intention on the part of the seller to have warranted the accuracy of the statement. In a recent decision by BC Supreme Court confirms that the PDS does not constitute a promise to do anything or refrain from doing something by the seller, they simply assert the existence of a state of facts.

In summary, the courts for the most part only recognize the PDS for what it was meant to be – a document containing representations as to the sellers' knowledge of the property.

屋況申報-----您知道嗎？告知並非承諾

在買賣合約中提到的屋況申報表。當初是希望由賣方對買家將已知的問題提出書面的告知, 以便消除不確定的疑慮。雖然屋況申報表是買賣合約的一部分, 但它並非賣方意圖擔保申報正確的證明。

曾有買家試圖就賣方填寫的申報表提出 疏忽, 誤導, 甚至違約, 違反擔保等等告訴。一般說來法庭必須認定賣方確實有意圖擔保申報的正確性, 告訴才能成立。最近 BC 省高院的一個判例再次證實屋況申報表單純是告知屋況, 並不構成賣方承諾。

簡言之, 法庭只認為屋況申報表為賣方告知屋況的一份文件。

Thinking of buying or selling ?

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