



LAND LOTTERY GUIDELINES

Process, procedures and instructions for applicants

Community lots

May 2023



Contents

- Introduction..... 3**
 - Lottery Documentation3
 - Closing Time.....3
 - Conditions of sale4

- Application process 4**
 - Application form.....4
 - Application fee and deposit.....5
 - Authorizing an Agent5
 - Amendments to an application6
 - Withdrawal of an application6
 - Addendum6

- Lottery terms and conditions 7**
 - Lottery process and procedures8
 - Application clarification.....9
 - Disqualified applications.....9

- Lottery draw 10**
 - Draw list and procedures 10
 - Posting results 11

- Purchase information and instructions 11**
 - Sale Details 11
 - Agreement for Sale information..... 11

Introduction

A land lottery is a method of sale based on applicants submitting an application. The Government of Yukon draws tickets, each assigned to an applicant at random on the date of the lottery, which forms a draw list. Drawn applicants have the opportunity to purchase specific lots, in the order drawn and if selected lots are available.

When the Yukon government holds a land lottery, the following website is updated with lottery information and documentation: <https://yukon.ca/en/yukon-land-lotteries-and-tenders>

Lottery Documentation

1. Documentation to support land lotteries consists of the following pursuant to the *Lands Act and Lands Regulations OIC 1983/192*:
 - a. Lottery Guidelines
Contains lottery process and procedure information.
 - b. Lottery Package
Contains specific information pertaining to lots for sale, price of the land, the method of sale, including the application form, eligibility criteria, and location sketches.
 - c. Other Information
When applicable, reports, sample Agreement for Sale, zoning and municipal information form part of the lottery documentation.
2. As the applicant, it is your responsibility to be familiar with the lottery documentation and to understand the lottery and Agreement for Sale requirements prior to submitting an application.
3. Eligibility requirements are outlined in the lottery package.

Closing Time

4. Applications must be delivered in person or mailed to the application office and received prior to the closing time described in the lottery package.
5. An application cannot be amended after the closing time.
6. An application cannot be accepted after the closing time.
7. It is the responsibility of the applicant to confirm the application closing time and the application office location and to ensure that the application is received prior to the closing time. See lottery package for Application Office information.
8. Only the application office may, by addendum, public notice or other appropriate notice, extend the closing time at any time prior to the closing time.

Conditions of sale

9. The Government of Yukon makes no representation or gives any warranty with respect to any improvements or chattels on any lot. Sales are on an “as is, where is” basis pursuant to the *Lands Act and Lands Regulations OIC 1983/192*.
10. The Government of Yukon assumes no responsibility for missing survey pins.
11. Survey Plans are registered in the Government of Yukon, Department of Justice, Land Titles Office.
12. The application office expressly reserves the right to:
 - a. amend the lottery documentation at any time before the closing time;
 - b. re-commence or cancel the lottery process at any time without limitation and;
 - c. negotiate with an applicant or disqualify an applicant who has received notification of being a successful applicant.

Application process

Application form

13. All forms must be legible, completed in full and be signed in ink.
14. An applicant must initial any adjustment, change or correction to information provided by the applicant on any form.
15. An applicant must sign and provide their full legal name where indicated on the application.
16. To be entered into the lottery draw, an applicant must submit a signed lottery application form and the deposit, if applicable.
17. **An applicant is allowed to submit only one (1) application per lottery.** For example, if a person is applying as an applicant on one application they cannot apply as a co-applicant on a second application or act as an agent for another applicant.
18. If applying as co-applicants, please choose one of the following on the application:
 - a. **Joint tenancy:** The holding of an estate or property jointly by two or more parties, the share of each passing to the other or others on death.
 - b. **Tenants in Common:** A shared tenancy in which each holder has a distinct, separately transferable interest.
19. An applicant must provide their phone number and/or an email address on their application and indicate their preference for contact method by the application office. If

the Applicant expects to be away on the date of the Lottery Draw, please provide alternate contact information or appoint an agent.

20. The applicant is responsible for ensuring the application is submitted according to the lottery documentation.
21. The applicant must list only the lots they wish to purchase in priority order on the application.
22. The applicant represents and warrants by the submission of the application, the application fee and the deposit, that the application has been duly authorized and completed.
23. By submitting an application, the application is a binding legal obligation on the applicant.
24. Once an application has been accepted by the application office, the application is assigned a lottery ticket to represent the application in the lottery draw.

Application fee and deposit

25. The following are required as two separate items when submitting an application:
 - a. A non-refundable application fee of \$26.25 (\$25.00 plus GST) and;
 - b. A \$300.00 deposit **payable by cash or cheque only**. This deposit is held in trust until the lottery process has been completed.
26. Deposits are returned to the unsuccessful applicant after the draw list has been declared null and void. Identification must be shown to collect a deposit paid in cash.
27. Deposits are held in trust until Land Management Branch has declared the draw list null and void.

Authorizing an Agent

28. An applicant may authorize an agent to act on their behalf, however **an agent may represent only one applicant and may not submit their own application**.
29. An agent acting on behalf of an applicant must provide the following:
 - a. written, signed authorization by the applicant allowing the agent to enter the lottery on their behalf;
 - b. a photocopy of the applicant's identification to ensure the applicant has attained the full age of nineteen (19) years. The photocopy will not be kept on file by the Application Office.

Amendments to an application

30. Amendments to an application must be signed by the applicant and must be received by the application office prior to the closing time specified in the lottery package.
31. Failure to sign an amendment or receipt of an amendment after the closing time shall cause the amendment to be disqualified in which case the original application or any previous amendment, whichever is most recent, shall prevail.
32. The applicant must initial erasures or corrections.
33. In the sole opinion of the application office, if any amendment to an application is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of this section, then the application office shall reject that amendment.

Withdrawal of an application

34. An applicant may withdraw an application from the lottery by submitting a signed written request from the applicant to the application office prior to the closing time.
35. Applications withdrawn prior to the closing time shall be returned to the applicant with the deposit. The application fee is non-refundable.
36. If a withdrawal is received after the closing time or before the draw list has been declared null and void by the application office, the deposit will be returned to the applicant.

Addendum

37. A written addendum issued by the Government of Yukon, Energy Mines and Resources, Land Management Branch Director or the Manager of Client Services is the only means of varying or changing lottery details and documentation.
38. If the application office releases additional information or makes an amendment to the lottery documentation, the written Addendum will be available at the application office and posted online at <https://yukon.ca/en/yukon-land-lotteries-and-tenders>
39. No Government of Yukon employee or Municipal Agent is authorized to amend the content of the lottery documentation other than the individuals identified in item 37.
40. Addendums issued prior to the closing time shall become part of the lottery documentation.
41. An Addendum issued up to one calendar week prior to the closing time does not require an extension to the closing time.

42. An Addendum issued within one calendar week of the closing time shall include an extension to the closing time to ensure there is at least one calendar week between the addendum date and the closing time.
43. It is the responsibility of the applicant to take note of all addendums and any supplementary information issued by the application office. Submitting an application constitutes a representation by an applicant that they have reviewed all lottery documentation including Addendums made prior to and after submitting an application.

Lottery terms and conditions

44. The application office shall not be responsible for any verbal advice, information or instructions given to an applicant unless confirmed in writing by the application office.
45. Submitting an application is deemed to be conclusive evidence that the applicant has inspected the lots selected on their application and made all investigations necessary to obtain full understanding as to the condition of the lots and means of access. The applicant is deemed to have obtained all necessary information, local or otherwise about circumstances which may influence or affect the application.
46. By submitting an application, the applicant acknowledges that they have not relied on any statements, representation, or information made, furnished or given by the Government of Yukon other than that contained in the lottery documentation.
47. By submitting an application, the applicant acknowledges and agrees to be fully responsible for interpretation of the information contained in the lottery documentation.
48. By submitting an application, the applicant represents and confirms to the Government of Yukon, with the knowledge and intention that the Government of Yukon may rely upon such representation and confirmation, that the application has been prepared without collusion or fraud and in fair competition with other applications from other applicants.
49. An applicant is solely responsible for the costs and expenses in preparing and submitting the application.
50. Each applicant, by submitting an application, irrevocably waives any claim, action or proceeding against the Government of Yukon including without limitation any judicial review or injunction application or against any of the Government of Yukon employees, advisors or representatives for damages, expenses or costs including costs of preparation, loss of profits, loss of opportunity or any consequential loss for any reason including:

- a. any actual or alleged unfairness on the part of the Government of Yukon at any stage of the lottery process;
 - b. if the Government of Yukon does not award or enter into an Agreement for Sale; or,
 - c. if the Government of Yukon is subsequently determined to have accepted a non-compliant application or otherwise breached or fundamentally breached the terms of the lottery documentation.
51. An applicant represents and warrants, by submission of an application, to being aware that the lottery and Agreement for Sale are subject to the conditions and provisions of the *Lands Act, R.S.Y. 2002, c. 132*, and any regulations to such Act, as they may be amended from time to time.

Lottery process and procedures

52. The applicant is deemed to represent and warrant by the submission of the application, signed by the applicant, together with the submission of the deposit, that the application has been duly authorized, validly completed and that it is intended to create a binding obligation of the applicant.
53. By submitting an application, the applicant agrees that the deposit may be held in trust until an Agreement for Sale has been executed. The applicant agrees if successful, to enter into an Agreement for Sale within the timeframe specified in the lottery package, starting from the date the applicant receives notice from the application office of being successful in the lottery, failing which the applicant shall be subject to provisions in the lottery documentation.
54. When receiving an application, the application office will:
- a. review the application for completeness (not accuracy);
 - b. view a piece of government issued photo identification to ensure that the applicant has attained the full age of 19 years;
 - c. collect and receipt the non-refundable application fee;
 - d. collect the \$300 deposit and;
 - e. assign a lottery ticket to represent the application in the lottery draw. The ticket is placed in a secure lottery draw barrel prior to the draw beginning.
55. The number of applications received and applicant names are confidential until the lottery draw.
56. The application office is available to answer questions about the lottery process. The application office cannot assist the applicant with choosing lots because lot selection is solely the applicant's responsibility and lot selection is confidential until the lottery draw.

57. Government of Yukon shall not pay any applicant for costs incurred to obtain any monies towards the lottery.

Application clarification

58. If, in the opinion of the application office, an application contains a minor defect, requires clarification, fails to provide requested information, or fails in some way to comply with any requirement of the lottery documentation, then the application office may request clarification or supplementary information from the applicant.

59. Any clarification or supplementary documentation accepted by the application office shall be considered part of the application received from the applicant. After the closing time of the lottery, only the clarification and supplementary documentation specifically requested by the application office shall be reviewed and considered as part of the application.

60. The application office, upon receipt of the appropriate clarification or supplementary information, may, as applicable, accept the clarification or further information, or waive the minor defect or irregularity and accept and continue the review of the application.

61. Any failure by an applicant to provide such clarification or supplementary information within the time frame specified by the application office in its request may result, in the opinion of the application office, in continued review of the application without consideration of the requested clarification or supplementary information or in rejection of the application.

Disqualified applications

62. The application office reserves the right to reject or accept any and all applications. Rejected applications will be deemed disqualified; the applicant will be advised of the reason for their disqualification.

63. Failure to comply with the requirements set out in this document and the lottery package may be cause for disqualification of an application.

64. The application office may disqualify any application where:

- a. there is sufficient evidence, satisfactory to the application office, indicating that the application is a result of collusion between applicants or;
- b. there is sufficient evidence, satisfactory to the application office, indicating that the applicant has been involved in fraud, bribery, misrepresentation – fraudulent or otherwise, or criminal activity that would adversely impact the ability of the applicant to enter into an Agreement for Sale.

65. If an application is disqualified, the \$300 deposit will be returned to the applicant. The application fee is non-refundable.

Lottery draw

66. On the lottery date, lottery tickets will be drawn randomly from a lottery draw barrel. Tickets will be drawn until all lots are allocated with additional tickets drawn to form a substantial draw list. Drawing will cease at the discretion of the application office.
67. The order drawn creates a draw list.

Draw list and procedures

68. Lots are offered using the draw list, in the order of priority as indicated on the applicant's application.
69. At the discretion of the application office, the draw list is considered valid until:
 - a. no lots remain or;
 - b. there are no applicants on the draw list; or
 - c. the draw list is declared null and void.
70. The application office will notify a successful applicant, using the preferred contact information provided on the application.
71. A successful applicant must contact the application office within 24 hours of notification to accept or decline the offered lot.
72. If an applicant fails to accept the lot offered within 24 hours, that applicant:
 - a. will not be offered another lot; and
 - b. will forfeit the deposit.
73. The forfeited lot will be offered using the draw list in the manner described above.
74. A successful applicant may not trade lots with another applicant, nor may an offered lot be traded for an unsold lot.
75. If the deposit is paid in cash and is not retrieved by the dates indicated in the lottery package, the deposit will be mailed to the address provided, by a Government of Yukon issued cheque.
76. If the deposit is paid by cheque and is not retrieved by the dates indicated in the lottery package, the cheque will be destroyed.
77. At the discretion of the application office, lots that are unsold or forfeited after the draw list is declared null and void may be made available for sale at the application office "over the counter" or held for another scheduled lottery.

Posting results

78. It is understood and acknowledged when submitting an application that the information contained in the application is being collected under the authority of the *Lands Act and Lands Regulations OIC 1983/192* to be used for the purpose of the public lottery process.
79. The application office may publish information received during the lottery process including, applicant names and lot allocation. Questions about the collection of this information can be directed to the application office.
80. The results will be made available within 3 business days following the lottery draw at the application office and online at: <https://yukon.ca/en/yukon-land-lotteries-and-tenders>

Purchase information and instructions

Sale Details

81. The Government of Yukon makes no representation or gives any warranty with respect to any improvements or chattels on a lot. The sale is on a “as is, where is” basis.
82. Development of the lot must comply with requirements pursuant to the following:
 - a. lottery documentation;
 - b. *Lands Act and Lands Regulations Order in Council 1983/192*;
 - c. Orders in Council;
 - d. Zoning requirements;
 - e. Municipal bylaws and requirements;
 - f. Development and building permits;
 - g. Other Acts and Regulations; and
 - h. The Agreement for Sale document.

Agreement for Sale information

83. All successful applicants are required to provide a down payment to enter into an Agreement for Sale within the time period specified in the Lottery Package. The date a lot is offered is the effective date of the Agreement for Sale.
84. An Agreement for Sale outlines conditions, terms of the sale, and purchase requirements, including obligations to complete the purchase transaction and may include building requirements or other restrictions. Specific terms and conditions of the Agreement for Sale are described in the lottery package.
85. In the event that the successful applicant fails to enter into the Agreement for Sale within the required time period, the applicant shall be deemed disqualified.

86. Assignments of an Agreement for Sale are not permitted. Subject to completion of the Agreement for Sale requirements, title is raised in the name of the successful applicant. Additional names may be added to the Agreement for Sale at the time the Purchaser enters into the Agreement for Sale, however, the original applicant may not remove their name. A written request is required to make any changes to an Agreement for Sale.
87. The interest rate is fixed at 5% or 2.5 percentage points above the bank rate whichever is higher, pursuant to section 17 of the *Lands Act and Lands Regulations OIC 1983/192*.
88. A payment schedule will be attached to the Agreement for Sale document if the lot has not been paid in full.
89. If an Agreement for Sale is cancelled within 60 days from the effective date, the 20% down payment, GST and all other monies paid toward the lot will be refunded, with the exception of the \$300.00 administrative fee; the application fee is nonrefundable.
90. If the Agreement for Sale is cancelled more than 60 days after the effective date, the purchaser forfeits the 20% down payment. The GST and monies paid exceeding the 20% down payment is refunded; the application fee is nonrefundable.
91. Once the applicant has received a duly signed copy of the Agreement for Sale, the applicant must acquire the necessary permits and proceed to develop or utilize the land.
92. Fee simple title will be granted once all conditions of the Agreement for Sale have been met.