

October 31, 2022

To all Registered Real Estate Brokers,
Associate Brokers and Salespersons

Province of Manitoba

Re: Proposed Revised Forms of Residential Offers to Purchase and Property Disclosure Statements

The Real Estate Services Act (RESA) prescribes the form of offer to purchase that registrants under the Act must use in the sale of completed single-family residential houses and completed single-family residential condominium units. The current forms of offer have remained largely unchanged since the 1990s, with the most significant amendment being made in 2011 when they were revised to provide for the voluntary use of a form of property disclosure statement.

The Manitoba Securities Commission (Commission), which administers RESA, struck a committee comprised of representatives of the Manitoba Bar Association, the Manitoba Real Estate Association and the Commission to review the existing offers and property disclosure statement and recommend changes to them. Proposed revised forms developed by the Committee were circulated to the legal profession and real estate brokerage industry for preliminary review in February 2022 and many comments were received in response. The Committee and the Commission have considered these submissions and have revised the forms based on their consideration of these comments.

The Commission is republishing the proposed revised offers and property disclosure statements for comment at this time. Attached are:

- copies of the proposed revised documents with changes made after the February 2022 publication highlighted in red
- “clean” copies of the proposed revised offers and property disclosure statements
- brief summaries of the comments received during the previous publication and the response to each

Background

The Real Estate Services Act (Act) – which came into force on January 1, 2022 – and its predecessor legislation, *The Real Estate Brokers Act*, prescribe the form of offer to purchase that registrants under the Act must use in the sale of completed single-family residential houses and single-family residential condominium units. The current prescribed form of offers, being approximately 30 years old, do not reflect current real estate practice in Manitoba in many respects which led the Commission to ask the Committee to review the existing forms and to recommend changes to them. The proposed updated documents the Committee has developed are substantial revisions from the current offers and property disclosure statements. Importantly, in certain key areas the new proposed forms would represent significant changes to existing real estate practice in Manitoba, most notably the following:

1. Merger

As noted when the draft revised offers were initially published for comment in February, one concern that the Committee identified in considering the role the current form of offer to purchase has played in residential real estate transactions is the way the doctrine of merger has affected the situation of buyers. Essentially this legal doctrine means that, with certain exceptions, representations made by a seller to a buyer will not survive closing unless both parties intend them to, while collateral promises and warranties will usually survive without anything being said about them in the contract, unless it is understood that the parties intend that they merge. Because the current offers expressly state that representations will not survive closing (with several narrow exceptions) unless specifically identified as doing so, the Committee was concerned that the current process is weighted too heavily in favour of the seller. The Committee believes that if a seller makes material representations to a buyer regarding a property, most buyers would likely expect to be able to rely on them, unaware that the offer precludes them from doing so (in practice buyers rarely obtain legal advice before submitting an offer).

The Committee's conclusion was not that sellers should automatically be liable to buyers should a representation made by them be untrue; instead its view was that buyers should not be barred from pursuing this simply because of the standard terms of the offer. If the evidence in a particular case supports the conclusion that the doctrine of merger should not apply, a buyer should be able to make a claim against the seller. By deleting this provision in the standard terms, the Committee believes the proposed new offers to purchase take a more balanced position between buyers and sellers. While this may result in increased litigation it may also encourage buyers and sellers to negotiate an acceptable resolution to issues.

This proposed change was the subject of a number of comments during the initial publication of the proposed revised offers, with some submissions being in favour of this change and others being opposed. The proposed revised offers have not been changed from the previous draft in this regard and remain silent on whether representations merge on closing.

2. Payment of Entire Purchase Price on Closing

The offers contemplate that the entire purchase price (including any mortgage proceeds) will be paid on closing, i.e. the possession date. The Committee believes that this change is overdue since the move to the electronic land title systems transfers of land and mortgages can be registered at or close to the time of closing in exchange for the purchase price (in conjunction with the exchange of relevant trust conditions, if required). Although many transactions are not closed in this manner, the Committee's view is that there is no reason why most cannot be, which will speed the time by which the seller receives the sales proceeds. Recognizing that there are situations where this may not be possible, one of the new provisions in the standard conditions in Part Two (section 3) provides that if the portion of the purchase price to be funded by a mortgage is unavailable at closing, the buyer may extend the time for payment for up to seven days, with the seller. However, if the buyer does extend the time for payment:

- the outstanding balance bears interest at the prime rate plus 7%
- the buyer is responsible for any provable expenses incurred by the seller because of the delay
- the seller has a lien on the property for the unpaid portion
- Sellers are not obligated to give possession to the buyers unless they agree to do so

Although some commenters supported these changes, others did not, expressing a variety of concerns that are set out in the attached summary. The Committee concluded that moving to a cash on closing model was desirable, but did make several changes, most notably:

- providing that interest on the unpaid proceeds would run from the day following the possession date instead of from the possession date
- obligating the buyer to reimburse the seller for any provable expenses as opposed to provable financial losses

3. Time of Closing

The proposed revised forms published in February 2022 specified a fixed time – by 5:00pm on the possession date – for completion of the transaction and possession to take place. This change flowed from the Committee's recommendation to move to a model where the entire purchase price was paid on closing. The Committee believed that specifying a time of closing of 5:00pm would give enough time for mortgage proceeds to be requisitioned and paid by the buyer to the seller on the possession date.

Some commenters disagreed with this approach recommending instead that this provision be eliminated with the offer leaving a blank space for the time of closing to be inserted. These commenters indicated that specifying a 5:00pm closing time would make it difficult for buyers to arrange movers on the possession date or to facilitate possession dates on weekends or holidays. In considering these comments the Committee believes that the benefits of moving to a cash on closing model outweighs any concerns. In particular, the concerns about movers and weekend closings are readily addressed by having buyers ensure that the transaction closes the business day before they intend to move in. The only change that has been made to the previous draft proposed offers is that the fixed closing time has been moved to 6:00pm to ensure there is sufficient time for the mortgage proceeds to be advanced and tendered.

Summary of Major Changes

Since this call for comment is being circulated more broadly than the one undertaken in February 2022, it is worthwhile repeating the summary provided at that time of the significant differences between these proposed revised offers and property disclosure statements and the current prescribed version:

Offers to Purchase

1. The forms have been divided into two parts, namely:

- Part One, which sets out the details of the transaction, including the names of the parties and their respective brokerages, the location of the property, the purchase price, the possession date, the amount of

the deposit, any conditions and permitted encumbrances, among other things; and

- Part Two, which sets out standard terms and conditions for the transaction and which does not require any completion on the part of the parties (any modifications would be captured in the relevant area of Part One)

2. The offers no longer state that only specified promises or representations survive closing of the transaction. As discussed above, the Committee's assumption is that the question of whether a representation will survive closing will depend on the nature of the representation and the intention of the parties.

3. Any disclosures or inducements by the brokerages have been moved to the beginning of the offers, grouped with the other information regarding the brokerages.

4. The offers contemplate that the deposit may be paid by electronic funds transfer (section 5 Part 1).

5. The offers contemplate that all or part of the deposit may be paid by the buyer to the seller after the offer has been accepted, reflecting what is often current practice as a result of the COVID-19 pandemic (section 5 Part 1). Section 5 of Part 2 provides that if the deposit is not received by the time specified the seller may terminate the agreement after giving 24 hours' notice of default to the buyer.

6. The offers no longer require buyers to insert the key details of any mortgage they intend to arrange – net proceeds, term, maximum interest rate, maximum monthly payments – and instead only requires buyers to indicate whether or not they intend to obtain a mortgage and, if so, the approximate amount. In the current offer the details of the proposed mortgage are relevant because buyers have the right to end the agreement if the mortgage cannot be arranged on those terms. The Committee is of the view that in practice currently buyers essentially have the option to terminate the agreement if they are dissatisfied with the mortgage they are able to obtain regardless of the parameters set forth in the offer, so there is no need to specify them. Instead the proposed form of offer (in section 7 of Part 2) simply gives buyers the right to end the agreement if an acceptable mortgage approval is not obtained by a specified date.

7. A positive obligation has been imposed on the seller to remove any non included chattels from the property by the possession date (section 2 of Part 2).

8. The provisions dealing with conditions generally have been expanded (section 7 of Part 2), including requiring a seller to provide access to the property if the condition relates to an appraisal or inspection, obligating a party claiming that a condition has not been met to provide a written explanation and relevant documentation supporting this, if requested by the other party and allowing notice regarding a condition to be provided to the party's solicitor as well as their brokerage.

9. The representations and warranties of the seller have been expanded (section 8 of Part 2) to address items such as building permits and material latent defects that are not readily visible as well as revising the form of ones in the current offer (for example, specifying the fixtures and included chattels are "in proper working

order" as opposed to "in substantially the same condition they were at the date of this offer).

10. The consent to the collection, use and disclosure of personal information has been revised to be more specific regarding permitted uses and disclosures (section 10(f) of Part 2).

11. A provision has been added confirming that the offer may be dealt with in accordance with Manitoba electronic commerce legislation, allowing it to be completed and signed digitally (section 11 Part 2).

12. A representation has been added that the seller is not a non resident of Canada for income tax purposes and if they are, that a compliance certificate will be obtained (section 13 Part 2).

Property Disclosure Statements

The property disclosure statement for single-family residences has been significantly revised to focus and clarify the representations the seller is making and a new property disclosure statement has been developed for residential condominium units. These changes include:

1. The form of response from the seller have been changed from "Yes" and "No" to "Correct", "Not Correct" and "Do Not Know", reflecting the fact that the items have been changed from questions to statements.
2. The scope of sellers' responses has been narrowed to the period while they have owned the property, except where otherwise stated in a specific item.
3. The responses have been categorized under specific headings ("Owner/Occupancy", "Land/Structures" etc.).
4. Many of the responses have been reworded and additional topics have been added.

Implementation of Updated Offers and Property Disclosure Statements

The Commission anticipates that the updated forms of offers to purchase and property disclosure statements will be adopted in late 2023. The Commission intends to give all affected sectors – the real estate brokerage industry, the legal profession and lenders – sufficient time to adapt their processes to reflect the revised forms and to educate their members and employees on the ramifications of the changes that are being made. Until then the current prescribed forms under *The Real Estate Services Act* will be required to be used by registrants.

Request for Comments

Please submit your comments on the proposed revised residential offers to purchase and property disclosure statements to the Commission by email to realestate@gov.mb.ca or in paper form to:

Manitoba Securities Commission
500 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Attention: Keith Schinkel, Registrar

Deadline for Comments

Please submit your comments in writing on or before December 31, 2022.

RESIDENTIAL OFFER TO PURCHASE CONTRACT
PART ONE of Two Parts

This form of contract is prescribed under *The Real Estate Services Act* for a completed single-family residential house.

Brokerage Obligations:

Brokerage Representations and Acknowledgement

Representing the Buyer:

Brokerage: _____
Representative: _____
Phone: _____
Email: _____

Representing the Seller:

Brokerage: _____
Representative: _____
Phone: _____
Email: _____

In providing Trading Services to the Buyer, the Buyer's brokerage is representing:

- (a) only the Buyer and does not represent the Seller
- (b) both parties with the informed consent of each
- (c) other:

Initials: (Buyer's brokerage representative)

Initials: (Buyer)

Initials: (Buyer)

In providing Trading Services to the Seller, the Seller's brokerage is representing:

- (a) only the Seller and does not represent the Buyer
- (b) both parties with the informed consent of each
- (c) other:

Initials: (Seller's brokerage representative)

Initials: (Seller)

Initials: (Seller)

Brokerage Disclosure of Self-Dealing, Related Parties, and Inducements

The following disclosures and/or inducements are made by the brokerages or their representatives in accordance with section 30 of *The Real Estate Services Act* and sections 4.7 and 4.14 of the Regulations:

By the Buyer's Brokerage or Representative:

By the Seller's Brokerage or Representative:

Buyer's Brokerage Representative:

Name: _____
Signature: _____

(All disclosures required of the Buyer's brokerage have been made above)

Seller's Brokerage Representative:

Name: _____
Signature: _____

(All disclosures required by the Seller's brokerage have been made above)

Submission of Offer from the Buyer to the Seller:

1. The Parties

The Buyer:

Name of Buyer: _____
Name of Buyer: _____

The Seller:

Name of Seller: _____
Name of Seller: _____

2. The Property

Civic address: _____
Legal description: _____
Excluded fixtures: _____
Included chattels: _____

3. Possession Date, Occupancy, and Closing

The transaction shall be completed and possession of the Property shall be given by 6:00pm on:

Date: _____, 20____ (the "Possession Date")

By the Possession Date the Property will be vacant of any persons and non-included chattels or fixtures, unless otherwise specified as follows:

4. Purchase Price

Purchase Price: \$ _____

A portion of the Purchase Price may be paid from the proceeds of a new mortgage. Yes No

If yes, the approximate amount to be paid from the proceeds of a new mortgage is: \$ _____

The Buyer will assume all or part of the Seller's existing mortgage. Yes No

Other: _____

5. Deposit

1. Delivered with this Offer: \$ _____
2. To be delivered by: _____ \$ _____
3. Other: _____ \$ _____

Method of Deposit delivery: cash. wire transfer money order electronic funds transfer cheque certified cheque other_

6. Property Disclosure Statement

1. The Seller shall complete a Property Disclosure Statement in the prescribed form and deliver it to the Buyer. Upon the Buyer's review and approval, the Property Disclosure Statement shall form part of this contract. (If this box is checked, Section 7.1. (a) must also be completed.)
2. The Property Disclosure Statement previously completed by the Seller and attached as Schedule "B" (see Section 10.2.(b) below) forms part of this contract.

3. The Seller is not required to provide a Property Disclosure Statement.
(Check only one box. If no box is checked, box 3. shall apply.)

7. Conditions

1. **Buyer's Conditions:** This contract will terminate unless the following conditions that benefit the Buyer are fulfilled or waived by the Buyer.

- (a) By _____ a.m./p.m. on the ____ day of _____, 20__ the Buyer receives and approves the Seller's completed Property Disclosure Statement in the prescribed form.
- (b) By _____ a.m./p.m. on the ____ day of _____, 20__ the Buyer obtains approval for a mortgage in the approximate amount of \$_____.
- (c) By _____ a.m./p.m. on the ____ day of _____, 20__ the Buyer obtains and approves an independent property condition inspection(s).

(If a due date is not inserted in any of the above conditions, the condition does not form part of this contract.)

- (d) Other Conditions: (Set out the details of other conditions below. Insert a Schedule "A" and check the applicable box in Section 10.2. if more space is required)

2. **Seller's Conditions:** This contract will terminate unless the following conditions that benefit the Seller are fulfilled or waived by the Seller. (Set out the details of any conditions below. Insert a Schedule "A" and check the applicable box in Section 10.2. if more space is required):

8. Permitted Title Encumbrances

Any encumbrance registered against the title to the Property or interest in land that is not one of the "Permitted Title Encumbrances" in Section 8 of PART TWO must be discharged or satisfied by the Seller, unless it is specified below:

9. Seller's Representations and Warranties

The additions, deletions or amendments to the representations and warranties in section 9 of PART TWO are:

10. Additional Terms

1. Additional Terms: The following terms are added to this contract:
(Set out the details of any additional terms below, including any amendments to the existing terms contained in Section 10 of PART TWO. Insert a Schedule "A" and check the applicable box in Section 10.2. below if more space is required):

2. Additional Schedules: The following schedules which contain additional terms, conditions, and/or amendments are included in the contract:

(If a schedule is to be included, check the appropriate box below and attach the respective schedule.)

- (a) Schedule "A" Additional Terms and/or Conditions
- (b) Schedule "B" Property Disclosure Statement
- (c) Schedule "C" Assumption of Mortgage(s) Schedule
- (d) Schedule "D" Other: _____

11. Submission of Offer

This Offer is submitted by the Buyer and is open for acceptance by the Seller until _____ a.m./p.m. on _____, 20__.

Signed and dated at _____ a.m./p.m. on _____, 20__.

Buyer
Buyer's address: _____

Buyer

After PART ONE is signed by the Buyer, PART TWO must also be signed by the Buyer; and if more than one Buyer, then by each of those described as the Buyer.

Seller's Response to the Offer:

12. Seller's Homesteads Act Statement

1. The Property is not homestead within the meaning of *The Homesteads Act*.
2. The Property is homestead within the meaning of *The Homesteads Act*, and the title to the Property is registered in the names of both spouses or common-law partners, and each are identified as the Seller and no other person has homestead rights in the Property.
3. The Property is homestead within the meaning of *The Homesteads Act* but the title to the Property is not registered in the names of both spouses or common-law partners. The name of the spouse or common-law partner whose name is not on the title to the Property is: _____

(The Seller must check the statement that applies. If 3. applies, a Consent to Disposition of Homestead and Acknowledgment in the prescribed form is required from the spouse or common-law partner whose name is not on the title to the Property.)

13. Seller's Residency Statement

1. The Seller will be a resident of Canada within the meaning of the *Income Tax Act* on the Possession Date.
2. The Seller will not be a resident of Canada within the meaning of the *Income Tax Act* on the Possession Date.

(The Seller must check the statement that applies. If there is more than one Seller and the applicable statement is not the same for each Seller, an explanation must be provided here.)

14. Seller's Commission Obligation

The Seller agrees to pay a commission to the brokerage representing the Seller of

1. _____ percent of the Purchase Price or
2. the specified sum of \$ _____ or
3. _____

plus applicable taxes, upon the completion of the transaction.

15. Seller's Acceptance

1. The Seller accepts this Offer.
2. The Seller rejects this Offer.
3. The Seller accepts this Offer subject to the following counter-offer which will be open for written acceptance by the Buyer until _____ a.m./p.m. on _____, 20__.

(The Seller is to specify the statement that applies. If no box is checked the statement in 2. shall apply)

If box 3. is checked the Seller's counter-offer is as follows:

(Insert a schedule if more space is required)

Signed and dated at _____ a.m./p.m. on _____, 20__.

Seller

Seller

Seller's address:

After this section of PART ONE is signed by the Seller, PART TWO must also be signed by the Seller, and if more than one Seller, then by each of those described as the Seller.

16. Buyer's Response to Seller's Counter-Offer

(This section only applies if the Seller makes a counter-offer to the Buyer.)

1. The Buyer accepts the Seller's counter-offer.

2. The Buyer rejects the Seller's counter-offer.

(The Buyer is to specify the statement that applies. If no box is checked the statement in 2. shall apply to any counter-offer.)

Signed and dated at _____ a.m./p.m. on _____, 20__.

Buyer

Buyer

17. Brokerage Receipt for Cash Deposit

Name of the Brokerage Representing the Buyer: _____

_____ hereby acknowledges receipt of the above cash deposit and undertakes to pay it over to the Seller's brokerage on the next business day following the acceptance of this Offer.

(This undertaking will not apply if the receipt is given by the brokerage representing the Seller.)

(Signature of Brokerage Representative)

18. Conveyancing Information and Direction

Name of Buyer's solicitor: _____

Firm: _____

Address: _____

Phone: _____

Email: _____

Name of Seller's solicitor: _____

Firm: _____

Address: _____

Phone: _____

Email: _____

RESIDENTIAL OFFER TO PURCHASE CONTRACT
PART TWO of Two Parts

This form of contract is prescribed under the *The Real Estate Services Act* for a completed single-family residential house. Each Section in this PART TWO refers to the section with the same number in PART ONE.

Submission of Offer from the Buyer to the Seller

1. The Parties

The Buyer confirms that the name and address inserted in PART ONE matches their current government issued identification, unless otherwise stated.

2. The Property

The Property includes the land, the building(s), and all fixtures such as electrical, mechanical and plumbing systems, built-in appliances, fitted floor coverings, curtain rods, drapery tracks, screen and storm windows and doors and any affixed television and audio mounts as are now on the Property (the "Fixtures"), and all other improvements.

The Included Chattels which the Buyer agrees to purchase, and the Seller agrees to sell, and the Excluded Fixtures which are not included in this transaction, are specified in Section 2 of PART ONE.

By the Possession Date the Included Chattels shall remain on the Property while all other goods, chattels and non-included fixtures shall be removed from the Property.

3. Possession Date, Occupancy, and Closing

By the Possession Date the Property shall be vacant of any occupancy, unless otherwise stated in PART ONE.

The Buyer and the Seller shall have until 6:00 p.m. on the Possession Date to complete the closing of this transaction. Subject to the approval of trust conditions exchanged between their solicitors, the transaction shall be deemed to have closed when the solicitors confirm completion.

The Purchase Price must be fully paid or credited by the Possession Date. However, if it is specified in PART ONE that part of the Purchase Price is to be paid from the proceeds of a new mortgage, and the receipt of those funds is delayed, the Buyer may extend the time for payment of those funds for up to seven (7) calendar days following the Possession Date under the following conditions:

- (a) the Buyer shall pay interest to the Seller on the unpaid funds, commencing the day following the Possession Date, to and including the day the funds are paid, at the interest rate of the Bank of Canada in effect on the Possession Date plus seven (7) per cent;
- (b) the Buyer shall pay the Seller's costs, being provable financial losses incurred by the Seller, as a result of the delay;
- (c) The Seller will have a lien or charge on the Property for the unpaid portion of the Purchase Price, interest, and costs; and
- (d) the Seller will not be obligated to grant possession of the Property to the Buyer until the balance of the Purchase Price, interest, and costs are fully paid, but if granted, no alterations or renovations shall be made to the Property until payment is complete.

By the time of completion of the transaction on the Possession Date the Seller shall provide the Buyer with sufficient keys or access codes to gain entry and possession, and shall leave on the property, all other keys, garage door openers and remotes, and all municipal garbage and recycling bins associated with the Property, if any.

4. Purchase Price

If the Buyer is assuming all or part of the Seller's existing mortgage, an Assumption of Mortgage(s) Schedule in the prescribed form shall be completed and attached as Schedule "C" referred to in Section 10.2.(c) of PART ONE.

Adjustment to the Purchase Price for property taxes, including refunds and the current year's local improvement levies, if any, and any other adjustments shall be made as of the Possession Date, with the adjusted items being the Buyer's responsibility for the entire day of the Possession Date.

5. Deposit

Should the Buyer fail to deliver an agreed-upon deposit or should any form of deposit be dishonoured by the financial institution upon which it is drawn, the Seller may terminate this contract if the Buyer remains in default of the payment due after receiving at least 24 hours' written notice from the Seller of the pending termination. If this contract has not been terminated by such written notice, the Seller's option to terminate will expire if the deposit is delivered by a guaranteed form of payment, or when the Seller accepts the deposit, even if late. The acceptance of a late deposit shall be deemed to have occurred when written notice of acceptance is given by the Seller to the Buyer, or when the payment is deposited by the Seller's brokerage, whichever occurs first.

Any deposit received shall be returned to the Buyer if this Offer is not accepted. If this Offer is accepted but is then terminated because a condition specified in Section 7 of PART ONE is not fulfilled or is waived, subject to the Buyer complying with Section 7(a) and (e) of this PART TWO, the deposit shall be returned to the Buyer. Otherwise, subject to Section 10(c) of this PART TWO, any deposit received shall be held in trust for both parties by the Seller's brokerage to form part of the Purchase Price to be paid or credited to the Seller when the Seller's obligations are completed.

6. Property Disclosure Statement

If a Property Disclosure Statement is identified as a condition in Section 7.1.(a) of PART ONE, the Seller agrees to deliver the Seller's completed Property Disclosure Statement upon acceptance of this Offer.

If a Property Disclosure Statement is provided, the Seller shall ensure that all questions are answered completely and accurately, to the best of the Seller's knowledge as of the date of the statement, with complete and accurate explanations. If between the date of the Property Disclosure Statement and the completion of this transaction on the Possession Date the Seller becomes aware of circumstances that change the completeness or accuracy of any statement made, the Seller shall promptly provide details of the change to the Buyer.

7. Conditions

If any conditions are specified in PART ONE, then the following shall apply:

- (a) The party benefitting from a condition shall exercise good faith and make an honest effort to fulfill the condition.
- (b) If appraisals or inspections of the Property are required to fulfill a condition, the Seller shall ensure that all areas of the Property are available for inspection, and shall allow access to the Property for those purposes upon reasonable notice from the Buyer.
- (c) Upon fulfillment or waiver of a condition, the party benefitting from the condition shall give written notice of the fulfillment or waiver to the other party before the expiry of the time within which the condition is to be fulfilled or waived.
- (d) If written notice of fulfillment, waiver, or non-fulfillment of a condition is not given by the benefitting party to the other party before the expiry of the time within which the condition is to be fulfilled or waived, the condition will be deemed to have not been fulfilled or waived.
- (e) At the request of the other party, the party benefitting from a condition that is not fulfilled or waived shall provide the other party with evidence to demonstrated that an honest effort was made to fulfill the condition, such as a letter declining financing, if the condition relates to financing.
- (f) A written notice with respect to a condition for the benefit of the Buyer may be given by the Buyer or the Buyer's solicitor to either the Seller, the brokerage representing the Seller, or the Seller's solicitor, and a written notice with respect to any condition for the benefit of the Seller may be given by the Seller or the Seller's solicitor to the Buyer, the brokerage representing the Buyer, or the Buyer's solicitor.

8. Permitted Title Encumbrances

The Seller agrees that on the Possession Date the title to the Property shall not be subject to any mortgage, judgement, claim, builder's lien, or other encumbrance or interest in land which is valid or enforceable against the title to the Property, except for the following encumbrances which will be permitted (the "Permitted Encumbrances"):

- (a) any mortgage the Buyer has agreed to assume as part of the Purchase Price;
- (b) any mortgage or financial charges the Seller's solicitor undertakes to discharge from the sale proceeds;
- (c) any registered building, development, zoning, or use restriction with which the Property or its use complies;
- (d) any easement for a public utility or telecommunication line, drainage ditch or swale, storm or sanitary sewer line, or other public easement for services which do not materially affect the use of the Property;
- (e) any private easement, the use or existence of which is apparent on inspection of the Property; and
- (f) any registration which may be caused by the Buyer.

Any encumbrance or interest in land to the Property which is not within the above category of Permitted Encumbrances, and which the Buyer agrees the Seller is not required to discharge from the title, or to otherwise satisfy, must be specified in Section 8 of PART ONE.

9. Seller's Representations and Warranties

The Seller represents and warrants the following, unless excluded in Section 9 of PART ONE:

- (a) the Property is free from any encroachments by adjoining structures and improvements; and structures and improvements on the Property do not encroach beyond the limits of the Property, or onto any public easements or services;
- (b) the Property and its current use comply with all applicable zoning regulations, and any registered private or public building or use restriction;
- (c) all required permits for improvements made to the Property during the Seller's ownership were obtained and satisfied, and the Seller is unaware of any improvements made outside of the current ownership for which required permits were not obtained;
- (d) all material latent defects, namely defects in the Property that are not readily visible upon personal inspection but are known to the Seller, and which render the Property unfit or unsafe to occupy for residential use without remediation, have been disclosed in writing to the Buyer by the Seller;
- (e) subject to subsection (f), and unless otherwise specified, the Property and Included Chattels will be in substantially the same condition on the Possession Date as when this contract was entered into;
- (f) unless otherwise disclosed in this contract, which includes any property disclosure statement that forms part of this contract, any Fixtures and Included Chattels that have electrical, mechanical, plumbing, heating or air exchange or conditioning components, shall be in proper working order;
- (g) the Seller is the registered and beneficial owner of, or is the legally appointed representative of the owner, and has the legal right to sell the Property, the Fixtures, and the Included Chattels. In the event any Fixtures or Included Chattels are subject to a rental or financing contract the Seller shall purchase the rental or pay out the financing contract;
- (h) the sale of the Property and the Included Chattels is fully exempt from the payment of the Goods and Services Tax as prescribed under the *Excise Tax Act* (Canada); or if any part of this transaction is not fully exempt, the Purchase Price includes the applicable Goods and Services Tax;
- (i) except for this contract, there is no other agreement or option for the purchase, sale, or lease of the Property or any other agreement creating an interest in the Property or the Included Chattels except as may be specified in PART ONE; and
- (j) these representations and warranties are made as of, and will be true as at, the Possession Date.

10. Additional Terms

The following additional terms apply:

- (a) The only amendments, deletions, and additional terms made or added to this contract are those specified in Section 10 or elsewhere in PART ONE, or within any Schedule added to form part of this contract;
- (b) If there is any conflict or discrepancy between any provisions contained or referenced within PART ONE and any provision set out in this PART TWO, the provision contained or referenced within PART ONE shall supersede the provision set out in this PART TWO to the extent of such conflict or discrepancy;
- (c) If either party is in breach of their obligations herein, the other party shall be entitled to exercise whatever remedies they may have by virtue of the default. If the defaulting party is the Buyer, the Seller shall be entitled to retain any deposit delivered as the Seller's own property, and retaining any deposit shall not itself constitute a termination of this contract nor shall it restrict the Seller from exercising any other remedies which the Seller may have by virtue of the Buyer's default, including the right to claim damages from the Buyer which the Seller sustains in excess of any deposit;
- (d) The risk of loss or damage to the Property and Included Chattels will remain with the Seller until the completion of the transaction on the Possession Date, during which time the Seller shall maintain the Seller's existing insurance policy on the Property, if any. The Seller shall hold any such insurance policy, and the proceeds thereof, in trust for the Seller and the Buyer, as their interests may appear. If after the formation of this contract any part of the Property suffers substantial damage which materially affects the use or value of the Property, and the damage is not repaired before the Possession Date to substantially the same condition it was in prior to the damage occurring, the Seller shall provide the Buyer with an opportunity to have a pre-closing inspection to assess the damage and consider remediation options. If a remediation plan is not agreed upon by the Possession Date, the Buyer may terminate this contract and have all monies paid returned, may accept the Property in its damaged condition and complete the transaction, or may accept the proceeds of the Seller's insurance policy and complete the transaction;
- (e) This contract contains all of the promises, agreements, representations, warranties, and terms between the Buyer and the Seller relating to this transaction, and
 - i. anything not included in writing in this contract will have no force or effect;
 - ii. any amendment made to this contract will have no force or effect unless it is in writing and signed by each of the Buyer and the Seller hereto; and
 - iii. in making this Offer, the Buyer relies only on the Buyer's personal inspection of the Property, the Included Chattels and the Seller's representations contained in this contract.
- (f) The Buyer and the Seller consent to the collection, use and disclosure of the Personal Information, as defined below, regarding the Property and this transaction by the respective brokerages, if any, for reporting, appraisal and statistical purposes. If the Property is listed on the Multiple Listing Service® of a real estate board or association, the Seller and the Buyer consent to the collection, use, disclosure and retention of such Personal Information by Authorized Parties, as defined below, for the purposes of (a) displaying Personal Information regarding the Property in a virtual office website; (b) compiling, using and analyzing current and historical information on sales and property prices, including for the purposes of preparing comparable market analyses, and (c) otherwise retaining, publishing or making such use of the information for display on REALTOR.ca. For the purpose of this consent, "Personal Information" means information related to the purchase and sale of the Property, including the purchase price of the Property, the date of this contract and details of the Property but does not include any other personal information relating to the Seller and the Buyer; and "Authorized Parties" means (i) the Canadian Real Estate Association, for the purpose of maintaining REALTOR.ca, (ii) the Manitoba Real Estate Association, the Winnipeg Regional Real Estate Board and the Brandon Area Realtors and their respective members; and (iii) regulatory bodies.
- (g) Any reference to the Seller and the Buyer or a brokerage and its representatives includes the singular and the plural;
- (h) The laws of Manitoba, and Manitoba time, apply to this contract;
- (i) Time shall be of the essence with respect to this contract;
- (j) Unless otherwise agreed, the Buyer may assign this contract to another person, or nominate another person to take title to the Property with the Buyer or on behalf of the Buyer; it being agreed that in any such event the Buyer will not be released from any of the Buyer's obligations arising from this contract.

- (k) The Seller agrees to sign any further document reasonable required by the Buyer's mortgage lender to add, replace, or remove a party to the transaction, it being agreed that in any such event the Buyer will not be released from any of the Buyer's obligations arising from this contract.
- (l) In completing this transaction, the solicitors for the parties may, upon agreement with each other, exchange trust conditions and undertakings to carry out the intentions of the Buyer and the Seller.

11. Submission of Offer

The Buyer authorizes and directs the representative of the Buyer's brokerage to promptly communicate and deliver a copy of this Offer to the Seller or to the Seller's brokerage representative.

This Offer, its acceptance, and any notice required to be delivered to either party may be signed and delivered in accordance with Part 3 of *The Electronic Commerce and Information Act*, or may be signed in-person, and delivered in-person or transmitted by electronic means, and that manner of signature, or transmission of a signature, including an electronic signature in relation to any offer, acceptance, or notice, shall be treated as an original signature.

12. Seller's Homesteads Act Statement

The Seller represents and warrants that any homestead rights in the Property have been correctly identified in PART ONE. If the Property is homestead and a spouse or common-law partner is not registered on the title to the Property, the Seller must promptly provide the Buyer with a Consent to Disposition of Homestead and Acknowledgment completed by their spouse or common-law partner in the prescribed form.

13. Seller's Residency Statement

The Seller shall provide the Buyer with a statutory declaration of residency stating that, as at the Possession Date, the Seller, or each Seller if more than one, will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada). **If the Seller, or any Seller if more than one, will be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) as at the Possession Date, the non-resident Seller will provide a Compliance Certificate as required by section 116 of the *Income Tax Act* (Canada).**

14. Seller's Commission Obligation

The parties acknowledge that upon acceptance of this Offer the respective brokerage is required to specify the total amount of any remuneration payable to the brokerage as either a percentage of the trade, or a fixed amount, agreed upon before the formation of this contract. That amount is specified in PART ONE. The Seller authorizes the brokerage holding the deposit to retain and apply the deposit to pay the commission from it on completion of the transaction and directs the Seller's solicitor to pay the unpaid balance of the commission, if any, from the sale proceeds.

15. Seller's Acceptance

The Seller authorizes and directs the representative of the Seller's brokerage to promptly communicate and deliver a copy of the Seller's written response to this Offer to the Buyer, or to the Buyer's brokerage representative.

16. Buyer's Response to Seller's Counter-offer

This Section is applicable only if the Seller makes a counter-offer to the Buyer.

17. Brokerage Receipt for Cash Deposit and Undertaking to Pay or Deliver

If the deposit payment is by cash the payment shall be made to the brokerage representing the Buyer, to be delivered to the brokerage representing the Seller upon the acceptance of this Offer. If the deposit payment is by cheque, certified cheque, or bank draft, the payment is to be delivered to the brokerage representing the Seller, unless otherwise noted.

18. Conveyancing Information and Direction

The Buyer and the Seller direct their respective brokerages to deliver a copy of this contract to their respective solicitors and authorize their respective brokerages and their solicitors to pay and deliver to the other party's solicitor any money and documents, including by way of electronic transfer of funds and, to the extent permitted by the Land Titles Office, electronic transmission of conveyancing documents.

19. The Binding Nature of this Contract

This contract shall be binding upon and shall enure to the benefit of the Seller and the Buyer and each of their respective heirs, executors, administrators, successors, and assigns.

This Offer, upon acceptance, becomes legally binding. Read all of PART ONE and PART TWO before you sign it. The parties are advised to seek professional advice if they have any questions regarding the Property, or any questions or concerns regarding any terms, conditions, promises, representations, or warranties contained within this contract.

Buyer

Seller

Buyer

Seller

After PART ONE is signed by a party, PART TWO must also be signed by that party, and if more than one in a party, then by each of them.

Draft

PROPERTY DISCLOSURE STATEMENT
(For Use with the Residential Offer to Purchase)

Date of Statement: _____

Address of Property: _____
the "Property"

Name of the Seller making this Statement: _____
(If more than one, name each.)

Name of the Buyer to receive this Statement: _____
(If more than one, name each.)

Important Notes:

The Seller is not obligated to complete and provide this Property Disclosure Statement to a Buyer unless the Seller has agreed to do so as part of the contract for the purchase and sale of the Property.

If this Property Disclosure Statement is to form part of the of purchase and sale it is to be referred to in Sections 6 and 7 of PART ONE and PART TWO of the Residential Offer to Purchase contract.

The Seller is required to make true and accurate representations based on the Seller's current actual knowledge. Whenever the Seller discloses that a statement is not correct or that the Seller does not know the answer to a question, the Seller must provide an explanation in the Explanations space below. Each explanation must be full and complete. Any partial or incomplete explanation may be misleading and may result in liability to the Seller.

The following table is to be completed by the Seller. "I", "you" or "my" means the Seller. The Seller must place a check mark or insert the Seller's initials in the box of the appropriate choice.

OWNER / OCCUPANCY				
1.	a. I have owned the Property for ____ years.			
	b. I have occupied the Property for ____ years.			
	c. If I am <u>not</u> the most recent occupant of the Property I have explained the details of the occupancy of the Property in the Explanations space below.			
	LAND/STRUCTURES	CORRECT	NOT CORRECT	DO NOT KNOW
2.	The Property complies with municipal and other regulatory requirements (such as zoning, health, occupancy, environmental			

	protection or building permit by-laws or regulations, building or fire codes, or other protection-related requirements.			
3.	The Property complies with any building, development, zoning or use restrictions that may be registered against title to the Property.			
4.	During my ownership any additions, alterations or upgrades made to the buildings or improvements on the Property, including structural, electrical, mechanical or plumbing, were made pursuant to and in compliance with all required building, electrical and plumbing permits, and no permits remain outstanding with the municipal authority.			
5.	I have not received notice of any local improvements that were made or approved by the local municipality that affect the Property (including any improvements that are not yet reflected in the most recent municipal property tax bill).			
6.	the Property, or any part of it, has ever been used to illegally grow cannabis, or produce or manufacture any illegal drug.			
7.	No insurer has cancelled fire insurance on the Property or refused to issue or renew a policy of insurance on the Property.			
8.	There is no cracking, shifting or movement of the structure or any building or improvements on the Property, including the foundation walls and basement floor, that is not readily visible.			
9.	There has not been any flooding, seepage or infiltration of water affecting any portion of the Property (that is, into the basement, other parts of the house or the garage or onto any low-lying areas of the yard) from any source including rain, snow, overland flooding, plumbing system malfunction or sewer backup.			
10.	There is no unrepaired damage to the roof or shingles, or any roof leakage.			
11.	There is no damage to the buildings on the Property resulting from wind, fire, water or			

	moisture, insects, rodents, bats or other animals that is not readily visible.			
12.	There is no infestation by insects, rodents, bats or other animals affecting the buildings on the Property within the past 12 months.			
13.	There is no defect or deficiency which restricts the function of doors, windows, cabinetry, or built-ins.			
14.	There is no moisture or fog accumulation within any window glass that may be caused by the failure of insulated window seals.			
	SYSTEMS / INCLUSIONS	CORRECT	NOT CORRECT	DO NOT KNOW
15.	There is no failure, defect, or deficiency in the operation of any on-site waste-water treatment system associated with the Property, such as a septic tank, septic field, holding tank, pump or ejector system. (This item does not need to be answered if the Property is connected to a municipal wastewater utility service.)			
16.	Any on-site waste-water treatment system, such as a septic tank, septic field, holding tank, pump or ejector system, complies, or upon completion of the transfer of the Property to the Buyer will comply, with municipal and/or provincial regulations. (This item does not apply if the Property is connected to a municipal wastewater utility service.)			
17.	There is no deficiency or defect associated with the potable water source and supply system, such as bacteriological or other health related contamination risks, mechanical, plumbing and water supply or water treatment issues, or any other concerns. (This item does not need to be answered if the Property is connected to a municipal water utility service.)			
		CORRECT	NOT CORRECT	DO NOT KNOW
18.	Any fixtures or chattels that have electrical, mechanical, plumbing, heating, cooling or air exchange components are in proper working order. (This item only applies for any items that are included in the sale of the Property.)			

19.	To my knowledge the Property has never contained asbestos insulation in the walls, ceiling or around heating pipes, radon gas above federal health guidelines, lead plumbing, aluminum or knob and tube wiring that is not readily visible.			
20.	There is no mold or mold-like substances within any building on the Property that requires remediation other than general household cleaning.			
21.	There is no existing defect or deficiency relating to the fireplace, woodstove or related equipment, and they comply with any applicable building or fire code requirements. I have never been declined fire insurance because of the fireplace or woodstove. Warning to Buyer: Although the Seller may be able to operate the existing wood burning equipment under their insurance policy, the Buyer's insurer might require expensive upgrades to the equipment before insuring the Property or might require substantially higher insurance rates than those payable by the Seller. (This item only applies if the Property includes a fireplace or woodstove or related equipment.)			
GENERAL		CORRECT	NOT CORRECT	
22.	To my knowledge there is no defect or deficiency associated with the Property (that has not already been disclosed in another question) that is structural in nature, may be of a health or safety concern, or may render the Property unusable for the purpose intended.			
23.	To my knowledge there is no defect or deficiency to the Property (that has not already been disclosed in another question) that is not readily visible upon inspection of the Property.			

Explanations: (Provide a complete and accurate explanation for each statement to which you answered "Not Correct" or "Do Not Know". Attach a separate or additional Schedule if more space is required.)

- (a) the Buyer has either received this Property Disclosure Statement before signing the Offer to Purchase; or the Buyer has received and approved this Property Disclosure Statement after signing the Offer to Purchase;
- (b) the Buyer accepts these statements as representations by the Seller and agrees they do not constitute warranties;
- (c) although the Seller states that the Seller has been truthful as to their knowledge of the Property, there may be defects or deficiencies the Seller is simply not knowledgeable about or aware of;
- (d) a prudent Buyer will use these statements and explanations as a starting point for the Buyer's own or additional inquiries to be made; and
- (e) the Buyer is urged to carefully inspect the Property, and if desired, to have the Property inspected by a qualified property inspection service of the Buyer's choice.

Date this Property
Disclosure Statement is
signed by the Buyer:

_____ Buyer

_____ Buyer



CONDOMINIUM UNIT OFFER TO PURCHASE CONTRACT
PART ONE of Two Parts

This form of contract is prescribed under *The Real Estate Services Act* for a completed unit in a completed condominium project under *The Condominium Act*.

Brokerage Obligations:

Brokerage Representations and Acknowledgement

Representing the Buyer:

Brokerage: _____

Representative: _____

Phone: _____

Email: _____

Representing the Seller:

Brokerage: _____

Representative: _____

Phone: _____

Email: _____

In providing Trading Services to the Buyer, the Buyer's brokerage is representing:

- (a) only the Buyer and does not represent the Seller
(b) both parties with the informed consent of each other:
(c)

Initials: (Buyer's brokerage representative)
 Initials: (Buyer)
 Initials: (Buyer)

In providing Trading Services to the Seller, the Seller's brokerage is representing:

- (a) only the Seller and does not represent the Buyer
(b) both parties with the informed consent of each other:
(c)

Initials: (Seller's brokerage representative)
 Initials: (Seller)
 Initials: (Seller)

Brokerage Disclosure of Self-Dealing, Related Parties, and Inducements

The following disclosures and/or inducements are made by the brokerages or their representatives in accordance with section 30 of *The Real Estate Services Act* and sections 4.7 and 4.14 of the Regulations:

By the Buyer's Brokerage or Representative:

By the Seller's Brokerage or Representative:

Buyer's Brokerage Representative:

Name: _____

Signature: _____

(All disclosures required of the Buyer's brokerage have been made above)

Seller's Brokerage Representative:

Name: _____

Signature: _____

(All disclosures required by the Seller's brokerage have been made above)

Submission of Offer from the Buyer to the Seller:

1. The Parties

The Buyer

The Seller

Name of
Buyer: _____
Name of
Buyer: _____

Name: of
Seller _____
Name of
Seller: _____

For the purpose of section 48 of *The Condominium Act*, the Buyer to whom the Seller is to give disclosure documents and a notice of any material change, and who is authorized to exercise the right to cancel the agreement of purchase and sale under section 54 of *The Condominium Act*, and who is authorized to make the statutory declaration under section 57 of *The Condominium Act* shall be:

(If no name is indicated, the first Buyer named above is the person designated.)

2. The Unit

Civic address: _____

Legal description: _____

Unit No. _____ (the "Unit") of the condominium project known as
_____ (the "Condominium Project"),

Condominium Corporation No. _____ (the "Condominium Corporation"),

Ownership in Common
Elements: _____

An undivided _____ % share in the common elements of the Condominium
Project appurtenant to the Unit;

The Exclusive Use
Common
Elements allocated to
the Unit, if any: will be
described in the
Disclosure Documents
to be received by the
Buyer prior to the
commencement of the
seven day Cooling Off
Period.

Parking stall(s) No(s) _____
Mailbox: _____
Locker/storage: _____
Other: _____

The Seller has not been informed by the Condominium Corporation that a special assessment has been approved and will be payable at a later date.

Excluded fixtures: _____

Included chattels: _____

3. Possession Date, Occupancy, and Closing

This transaction shall be completed and possession of the Unit shall be given by 6:00pm on:

Date: the ____ day of _____, 20____ (the "Possession Date")

By the Possession Date the Unit will be vacant of persons, and the Unit and any locker or storage facilities associated with the Unit will be vacant of any non-included chattels or fixtures, unless specified as follows:

No person will have an existing tenured right to occupy or purchase the Unit, or will have a right of first refusal to rent or purchase the Unit, by the Possession Date, unless stated below:

4. Purchase Price

Purchase Price: \$ _____

A portion of the Purchase Price may be paid from the proceeds of a new mortgage. Yes No

If yes, the approximate amount to be paid from the proceeds of a new mortgage is: \$ _____

The Buyer will assume all or part of the Seller's existing mortgage. Yes No

Other: _____

5. Deposit

1. Delivered with this Offer: \$ _____

2. To be delivered by: _____ \$ _____

3. Other: _____ \$ _____

Method of Deposit delivery: cash. wire transfer money order electronic funds transfer cheque certified cheque other_

6. Property Disclosure Statement

1. The Seller shall complete a Property Disclosure Statement in the prescribed form and deliver it to the Buyer. Upon the Buyer's review and approval, the Property Disclosure Statement shall form part of this contract. (If this box is checked, Section 8.1. (a) must also be completed.)

2. The Property Condition Disclosure Statement previously completed by the Seller and attached as Schedule "B" (see Section 10.2.(b) below) forms part of this contract

3. The Seller is not required to provide a Property Disclosure Statement. (Check only one box. If no box is checked, box 3. shall apply.)

7. Conditions

1. Buyer's Conditions: This contract will terminate unless the following conditions that benefit the Buyer are fulfilled or waived by the Buyer

(a) By _____ a.m./p.m. on the ____ day of _____, 20__ the Buyer receives and approves the Seller's Property Disclosure Statement in the prescribed form.

(b) By _____ a.m./p.m. on the ____ day of _____, 20 ____ the Buyer obtains approval for a mortgage in the approximate amount of \$_____

(c) By _____ a.m./p.m. on the ____ day of _____, 20____ the Buyer obtains and approves an independent unit/property condition inspection report.

(If a due date is not inserted in any of the above conditions, the condition does not form part of this contract.)

(d) Other Conditions: (Set out the details of other conditions below. Insert a Schedule "A" and check the applicable box in Section 11.2. if more space is required)

2. Seller's Conditions: This contract will terminate unless the following conditions that benefit the Seller are fulfilled or waived by the Seller. (Set out the details of any conditions below. Insert a Schedule "A" and check the applicable box in Section 10.2. if more space is required):

8. Permitted Title Encumbrances

Any encumbrance registered against the title to the Unit or interest in land that is not one of the "Permitted Title Encumbrances" in Section 8 of PART TWO must be discharged or satisfied by the Seller, unless it is specified below:

9. Seller's Representations and Warranties

1. The additions, deletions or amendments to the representations and warranties in section 9 of PART TWO are:

10. Additional Terms

1. Additional Terms: The following terms are added to this contract:
(Set out the details of any additional terms below, including any amendments to the existing terms contained in Section 10 of PART TWO. Insert a Schedule "A" and check the applicable box in Section 10.2. below if more space is required):

- (a) _____
- (b) _____
- (c) _____

2. Additional Schedules: The following schedules which contain additional terms, conditions, and/or amendments are included in the contract:

(If a schedule is to be included, check the appropriate box below and attach the respective schedule.)

- (a) Schedule "A" Additional Terms and/or Conditions
- (b) Schedule "B" Property Disclosure Statement

(c) Schedule "C" Assumption of Mortgage(s) Schedule

(d) Schedule "D" Other: _____

11. Submission of Offer

This Offer is submitted by the Buyer and is open for acceptance by the Seller until _____ a.m./p.m. on _____, 20__.

Signed and dated at _____ a.m./p.m. on _____, 20__.

Buyer

Buyer

Buyer's address:

After PART ONE is signed by the Buyer, PART TWO must also be signed by the Buyer; and if more than one Buyer, then by each of those described as the Buyer.

Draft

Seller's Response to the Offer:

12. Seller's Homesteads Act Statement

1. The Unit is not homestead within the meaning of *The Homesteads Act*.
2. The Unit is homestead within the meaning of *The Homesteads Act*, and the title to the Unit is registered in the names of both spouses or common-law partners, and each are identified as the Seller, and no other person has homestead rights in the Property.
3. The Unit is homestead within the meaning of *The Homesteads Act* but the title to the Unit is not registered in the names of both spouses or common-law partners. The name of the spouse or common-law partner whose name is not on the title to the Unit is:

(The Seller must check the statement that applies. If 3. applies, a Consent to Disposition of Homestead and

Acknowledgment in the prescribed form is required from the spouse or common-law partner whose name is not on the title to the Unit.)

13. Seller's Residency Statement

1. The Seller will be a resident of Canada within the meaning of the *Income Tax Act* on the Possession Date.
2. The Seller will not be a resident of Canada within the meaning of the *Income Tax Act* on the Possession Date.
(The Seller must check the statement that applies. If there is more than one Seller and the applicable statement is not the same for each Seller, an explanation must be provided here.)

14. Seller's Commission Obligation

The Seller agrees to pay a commission to the brokerage representing the Seller of

1. _____ per cent of the Purchase Price or
2. the specified sum of \$ _____ or
3. _____

plus applicable taxes, upon the completion of the transaction.

15. Seller's Acceptance

1. The Seller accepts this Offer.
 2. The Seller rejects this Offer.
 3. The Seller accepts this Offer subject to the following counter-offer which will be open for written acceptance by the Buyer until _____ a.m./p.m. on _____, 20__.
- (The Seller is to specify the statement that applies. If no box is checked the statement in 2. shall apply)

If box 3. is checked the Seller's counter-offer is as follows:

(Insert a schedule if more space is required)

Signed and dated at _____ a.m./p.m. on _____, 20__.

Seller

Seller

Seller's address:

After this section of PART ONE is signed by the Seller, PART TWO must also be signed by the Seller, and if more than one Seller, then by each of those described as the Seller.

16. Buyer's Response to Seller's Counter-Offer

(This section only applies if the Seller makes a counter-offer to the Buyer.)

- 1. The Buyer accepts the Seller's counter-offer.
- 2. The Buyer rejects the Seller's counter-offer.

(The Buyer is to specify the statement that applies. If no box is checked the statement in 2. shall apply to any counter-offer.)

Signed and dated at _____ a.m./p.m. on _____, 20__.

Buyer

Buyer

17. Brokerage Receipt for Cash Deposit and Undertaking to Pay or Deliver

Name of the Buyer's Brokerage:

_____ hereby acknowledges receipt of the above cash deposit and undertakes to pay it over to the Seller's brokerage on the next business day following the acceptance of this offer.

(This undertaking will not apply if the receipt is given by the brokerage representing the Seller.)

(Signature of Brokerage Representative)

18. Conveyancing Information and Direction

Name of Buyer's solicitor: _____
Firm: _____
Address: _____
Phone: _____
Email: _____

Name of Seller's solicitor: _____
Firm: _____
Address: _____
Phone: _____
Email: _____

CONDOMINIUM OFFER TO PURCHASE CONTRACT
PART TWO of Two Parts

This form of contract is prescribed under *The Real Estate Services Act* for a completed unit in a completed condominium project under *The Condominium Act*. Each Section in this PART TWO refers to the section with the same number in PART ONE.

Submission of Offer from the Buyer to the Seller

1. The Parties

The Buyer confirms that the name and address inserted in PART ONE is consistent with their current government issued identification, unless otherwise stated.

2. The Unit

Subject to the provisions of the condominium declaration and plan registered at the land titles office, the Unit includes all fixtures associated with the Unit such as electrical, mechanical and plumbing systems, built-in appliances, fitted floor coverings, curtain rods, drapery tracks, screen and storm windows and doors and any affixed television and audio mounts as are now in the Unit (the "Fixtures"), and all other improvements associated with the Unit.

If the Unit is a bare land condominium unit, there shall be included with the Unit all buildings located on the land forming part of the Unit.

The Included Chattels which the Buyer agrees to purchase, and the Seller agrees to sell, and the Excluded Fixtures which are not included in this transaction, are specified in Section 2 of PART ONE.

By the Possession Date the Included Chattels shall remain in the Unit while all other goods, chattels and non-included fixtures shall be removed from the Unit and any appurtenant locker or storage area.

3. Possession Date, Occupancy and Closing

By the Possession Date the Unit shall be vacant of any occupancy, and no person will have the right to occupy, rent or purchase the Unit unless otherwise stated in section 3 of PART ONE.

The Buyer acknowledges that if any other person has the right to occupy or rent the Unit, or with that right recently vacated the Unit for the completion of a renovation, they may have certain rights of first refusal, continued occupancy, notice to vacate, and other rights under *The Condominium Act* and *The Residential Tenancies Act*.

The Buyer and the Seller shall have until 6:00 p.m. on the Possession Date to complete the closing of this transaction. Subject to the approval of trust conditions exchanged between their solicitors, the transaction shall be deemed to have closed when the solicitors confirm completion.

The Purchase Price must be fully paid or credited by the Possession Date. However, if it is specified in Section 4 of PART ONE that part of the Purchase Price is to be paid from mortgage funds, and the receipt of those funds is delayed, the Buyer may extend the time for payment of those funds for up to seven calendar days following the Possession Date under the following conditions:

- a) the Buyer shall pay interest to the Seller on the unpaid funds, commencing the day following the Possession Date, to and including the day the funds are paid, at the bank rate of the Bank of Canada in effect on the Possession Date plus seven per cent;
- b) the Buyer shall pay the Seller's costs, being provable expenses incurred by the Seller as a result of the delay;
- c) The Seller will have a lien or charge on the Unit for the unpaid portion of the Purchase Price, interest, and costs; and
- d) the Seller will not be obligated to grant possession of the Unit to the Buyer until the balance of the Purchase Price, interest, and costs are fully paid, but if granted, no alterations or renovations shall be made to the Unit until payment is complete.

By the time of completion of the transaction on the Possession Date the Seller shall provide the Buyer with sufficient keys or access codes to gain entry and possession, and shall leave within the Unit, all other keys, garage door openers and remotes, and all municipal garbage and recycling bins associated with the Unit, if any.

4. Purchase Price

If the Buyer is assuming all or part of the Seller's existing mortgage, an Assumption of Mortgage(s) Schedule in the prescribed form shall be completed and attached as Schedule "C" referred to in Section 10.2.(c) of PART ONE.

Adjustment to the Purchase Price for the Seller's property taxes, monthly contributions to the common expense fund and the reserve fund, and any other adjustments shall be made as of the Possession Date, with the adjusted items being the Buyer's responsibility for the entire day of the Possession Date.

5. Deposit

Should the Buyer fail to deliver an agreed-upon deposit or should any form of deposit be dishonoured by the financial institution upon which it is drawn, the Seller may terminate this contract if the Buyer remains in default of the payment due after receiving at least 24 hours' written notice from the Seller of the pending termination. If this contract has not been terminated by such written notice, the Seller's option to so terminate will expire if the deposit is delivered by a guaranteed form of payment, or when the Seller accepts the deposit, even if late. The acceptance of a late deposit shall be deemed to have occurred when written notice of acceptance is given by the Seller to the Buyer, or when the payment is deposited by the Seller's brokerage, whichever occurs first.

Any deposit received shall be returned to the Buyer if this Offer is not accepted. If this Offer is accepted but is then terminated because a condition specified in Section 6 of PART ONE is not fulfilled or is waived, subject to the Buyer complying with Section 7(a) and (e) of this PART TWO, the deposit shall be returned to the Buyer. Otherwise, subject to Section 10(c) of this PART TWO, any deposit received shall be held in trust for both parties by the Seller's brokerage to form part of the Purchase Price to be paid or credited to the Seller when the Seller's obligations are completed.

6. Property Disclosure Statement

If a Property Disclosure Statement is identified as a condition in Section 7.1.(a) of PART ONE, the Seller agrees to deliver the Seller's completed Property Disclosure Statement upon acceptance of this Offer

If a Property Disclosure Statement is provided, the Seller shall ensure that all questions are answered completely and accurately, to the best of the Seller's knowledge as of the date of the statement, with complete and accurate explanations given in the spaces provided wherever required. If between the date of the statement and the completion of this transaction on the Possession Date the Seller becomes aware of circumstances that change the completeness or accuracy of any statement made, the Seller shall promptly provide details of the change to the Buyer.

7. Conditions

If any conditions are specified in PART ONE, then the following shall apply:

- a) The party benefitting from a condition shall exercise good faith and make an honest effort to fulfill the condition.
- b) If appraisals or inspections are required to fulfill a condition, the Seller shall ensure that all areas of the Unit are available for inspection and shall allow access to the Unit for those purposes upon reasonable notice from the Buyer.
- c) Upon fulfillment or waiver of a condition, the party benefitting from the condition shall give written notice of the fulfillment or waiver to the other party before the expiry of the time within which the condition is to be fulfilled or waived.
- d) If written notice of fulfillment, waiver, or non-fulfillment of a condition is not given by the benefitting party to the other party before the expiry of the time within which the condition is to be fulfilled or waived, the condition will be deemed to have not been fulfilled or waived.

- e) At the request of the other party, the party benefitting from a condition that is not fulfilled or waived shall provide the other party with evidence to demonstrate that an honest effort was made to fulfill the condition, such as a letter declining financing, if the condition relates to financing.
- f) A written notice with respect to a condition for the benefit of the Buyer may be given by the Buyer or the Buyer's solicitor to either the Seller, the brokerage representing the Seller, or the Seller's solicitor, and a written notice with respect to any condition for the benefit of the Seller may be given by the Seller or the Seller's solicitor to the Buyer, the brokerage representing the Buyer, or the Buyer's solicitor.

8. Permitted Title Encumbrances

The Seller agrees that at the Possession Date the title to the Unit and any appurtenant interest in the common elements shall not be subject to any mortgage, judgement, claim, builder's lien, or other encumbrance or interest in land which is valid or enforceable against the title to the Unit, except for the following encumbrances which will be permitted (the "Permitted Encumbrances"):

- a) any mortgage the Buyer has agreed to assume as part of the Purchase Price;
- b) any mortgage or financial charges the Seller's solicitor undertakes to discharge from the sale proceeds;
- c) any registered building, development, or use restriction with which the Unit or its use complies;
- d) any easement created by the condominium declaration, the condominium plans, the condominium bylaws, any condominium project rules and *The Condominium Act*.
- e) any easement for a public utility or telecommunication line, drainage ditch or swale, storm or sanitary sewer line, or other public easement for services which do not materially affect the use of the Unit;
- f) any private easement, the use or existence of which is apparent on inspection of the Unit; and
- g) any registration which may be caused by the Buyer.

Any other encumbrance that is registered against the title to the Unit that is not within the above category of Permitted Encumbrances, and which the Buyer agrees the Seller is not required to discharge must be specified in Section 8 of PART ONE.

9. Seller's Representations and Warranties

The Seller represents and warrants the following, unless excluded in Section 9 of PART ONE:

- a) if the Unit is a bare land condominium Unit, the Unit is free from any encroachments by adjoining structures and improvements; and structures and improvements on the Unit do not encroach beyond the limits of the Unit, or onto any public easements or services;
- b) the Unit and its current use within the condominium project complies with all zoning regulations applicable to the Unit and any registered private or public building or use restriction registered against the title to the Unit;
- c) all required permits for improvements made to the Unit during the Seller's ownership were obtained and satisfied, and the Seller is unaware of any improvements made outside of the current ownership for which required permits were not obtained;
- d) all material latent defects in the Unit, namely defects that are not readily visible upon personal inspection but are known to the Seller, and which render the Unit unfit or unsafe to occupy for residential use without remediation, have been disclosed in writing to the Buyer by the Seller.
- e) subject to subsection (e), and unless otherwise specified, the Unit and Included Chattels will be in substantially the same condition on their Possession Date as when this contract was entered into;
- f) unless otherwise disclosed in this contract, which includes any property disclosure statement that forms part of this contract, any Fixtures and Included Chattels that have electrical, mechanical, plumbing, heating or air exchange or conditioning components, shall be in proper working order;

- g) the Seller is the registered and beneficial owner of, and has the legal right to sell the Unit, the appurtenant interest in the common elements, the Fixtures, and the Included Chattels. In the event any fixtures or included chattels are subject to a rental or financing contract the Seller shall purchase the rental or pay out the financing contract;
- h) the sale of the Unit, the appurtenant interest in the common elements, and the Included Chattels is fully exempt from the payment of the Goods and Services Tax as prescribed under the *Excise Tax Act* (Canada); or if any part of this transaction is not fully exempt, the Purchase Price includes the applicable Goods and Services Tax;
- i) except for this contract, there is no other agreement or option for the purchase, sale or lease of the Unit and the appurtenant interest in the common elements, or any other agreement creating an interest in the Unit, the appurtenant interest in the common elements or the Included Chattels except as may be specified in PART ONE; and
- j) these representations and warranties are made as of, and will be true as at, the Possession Date.

10. Additional Terms

The following additional terms apply:

- a) The only amendments, deletions, and additional terms made or added to this contract are those specified in Section 10 or elsewhere in PART ONE, or within any Schedule added to form part of this contract;
- b) If there is any conflict or discrepancy between any provisions contained or referenced within PART ONE and any provision set out in this PART TWO, the provision contained or referenced within PART ONE shall supersede the provision set out in this PART TWO to the extent of such conflict or discrepancy.
- c) If either party is in breach of their obligations herein, the other party shall be entitled to exercise whatever remedies they may have by virtue of the default. If the defaulting party is the Buyer, the Seller shall be entitled to retain any deposit delivered as the Seller's own property, and retaining any deposit shall not itself constitute a termination of this contract nor shall it restrict the Seller from exercising any other remedies which the Seller may have by virtue of the Buyer's default, including the right to claim damages from the Buyer which the Seller sustains in excess of any deposit;
- d) The risk of loss or damage to the Unit, the common elements appurtenant to the Unit, and Included Chattels will remain with the Seller until the completion of the transaction on the Possession Date, during which time the Seller shall maintain the Seller's existing insurance policy on the Unit, if any. The Seller shall hold any such insurance policy, and the proceeds thereof, including any proceeds the Seller may be entitled to in relation to any insurance policy held by the condominium corporation, in trust for the Seller and the Buyer, as their interests may appear. If after the formation of this contract any part of the Unit, the common elements appurtenant to the Unit or the Included Chattels suffer substantial damage which materially affects their use or value, and the damage is not repaired before the Possession Date to substantially the same condition it was in prior to the damage occurring, the Seller shall provide the Buyer with an opportunity to have a pre-closing inspection to assess the damage and consider remediation options. If a remediation plan is not agreed upon by the Possession Date, the Buyer may terminate this contract and have all monies paid returned, may accept the Unit, the common elements appurtenant to the Unit or the Included Chattels, as the case may be, in its damaged condition and complete the transaction, or may accept the proceeds of the Seller's insurance policy, including any proceeds the Seller may be entitled to in relation to any insurance policy held by the condominium corporation, and complete this transaction.
- e) This contract contains all of the promises, agreements, representations, warranties, and terms between the Buyer and the Seller relating to this transaction, and
 - i. anything not included in writing in this contract will have no force or effect;
 - ii. any amendment made to this contract will have no force or effect unless it is in writing and signed by each of the Buyer and the Seller hereto; and
 - iii. in making this Offer, the Buyer relies only on the Buyer's personal inspection of the Unit and the Seller's representations contained in this contract.
- f) The Buyer and the Seller consent to the collection, use and disclosure of the Personal Information, as defined below, regarding the Property and this transaction by the respective brokerages, if any, for reporting, appraisal and statistical purposes. If the Property is listed on the Multiple Listing Service® of a real estate

board or association, the Seller and the Buyer consent to the collection, use, disclosure and retention of such Personal Information by Authorized Parties, as defined below, for the purposes of (a) displaying Personal Information regarding the Property in a virtual office website; (b) compiling, using and analyzing current and historical information on sales and property prices, including for the purposes of preparing comparable market analyses, and (c) otherwise retaining, publishing or making such use of the information for display on REALTOR.ca. For the purpose of this consent, "Personal Information" means information related to the purchase and sale of the Property, including the purchase price of the Property, the date of this contract and details of the Property but does not include any other personal information relating to the Seller and the Buyer; and "Authorized Parties" means (i) the Canadian Real Estate Association, for the purpose of maintaining REALTOR.ca, (ii) the Manitoba Real Estate Association, the Winnipeg Regional Real Estate Board and the Brandon Area Realtors and their respective members; and (iii) regulatory bodies.

- g) Any reference to the Seller and the Buyer or a brokerage and its representatives includes the singular and the plural.
- h) The laws of Manitoba, and Manitoba time, applies to this contract.
- i) Time shall in all respects be of the essence with respect to this contract.
- j) Unless otherwise agreed, the Buyer may assign this contract to another party, or nominate another party to take title to the Unit with the Buyer, or on behalf of the Buyer; it being agreed that in any such event the Buyer will not be released from any of the Buyer's obligations arising from this contract;
- k) The Seller agrees to sign any further document reasonable required by the Buyer's mortgage lender to add, replace, or remove a party to the transaction, it being agreed that in any such event the Buyer will not be released from any of the Buyer's obligations arising from this contract;
- l) In completing this transaction, the solicitors for the parties may, upon agreement with each other, exchange trust conditions and undertakings to carry out the intentions of the Buyer and the Seller.

11. Submission of Offer

- (a) The Buyer authorizes and directs the representative of the Buyer's brokerage to promptly communicate and deliver a copy of this Offer to the Seller or to the Seller's brokerage representative.
- (b) This Offer, its acceptance, and any notice required to be delivered to either party may be signed and delivered in accordance with Part 3 of *The Electronic Commerce and Information Act*, or may be signed in person, and delivered in person or transmitted by electronic means, and that manner of signature, or transmission of a signature, including an electronic signature in relation to any offer, acceptance, or notice, shall be treated as an original signature.
- (c) **BUYER'S RIGHT TO CANCEL:** In signing this Offer, the Buyer acknowledges that *The Condominium Act* provides that the Buyer may cancel the agreement at any time up to midnight on the 7th day after the day the agreement of purchase and sale is entered into by the Seller and Buyer or the Seller has complied with section 51 of *The Condominium Act*, whichever is later. (If the last day to cancel falls on Saturday, Sunday or a holiday, the cooling-off period ends on that day unless the holiday is Remembrance Day.) To cancel the agreement, the Buyer shall within the time period either
 - (i.) give written notice of the cancellation to the Seller or the Seller's agent; or
 - (ii.) send a written notice of cancellation by registered mail, e-mail, fax or any other method that provides proof that it was sent to the address or fax number given by the Seller or the Seller's brokerage or representative for this purpose.
- (d) **MATERIAL CHANGE:** In signing this Offer, the Buyer acknowledges that *The Condominium Act* provides that the Buyer may cancel the agreement if a material change as defined in section 47(2) of *The Condominium Act* occurs in relation to the agreement. The time period for cancelling the agreement depends on whether the seller gives the Buyer notice of the material change.
 - (i.) If the Buyer has been given notice of the material change, the Buyer may cancel the agreement up to midnight on the 7th day after the day the Seller gave the Buyer the notice or before the Buyer receives possession of the Unit whichever is earlier.
 - (ii.) If the Buyer has not been given notice of the material change, the Buyer may cancel the agreement at any time after the end of the cooling-off period described in subsection 47(1) of *The Condominium Act* and before being given possession of the Unit.To cancel the agreement, the Buyer shall within the time period either;

- (i.) give written notice of the cancellation to the Seller or the Seller's brokerage or representative; or
- (ii.) send a written notice of cancellation by registered mail, e-mail, fax or any other method that provides proof that it was sent to the address or fax number given by the Seller or the Seller's brokerage or representative for this purpose. If the last day to cancel falls on Saturday, Sunday or a holiday, the cancellation period ends on that day unless the holiday is Remembrance Day.

If the Buyer is cancelling the agreement because of a material change and the Seller did not notify the Buyer of that change, the notice of cancellation must:

- (i.) state the Buyer is cancelling the agreement because of a material change; and
- (ii.) identify the change and explain why it is a material change.

(e) **SELLER'S RIGHT TO SEEK COURT DETERMINATION:**

In signing this Offer, the Buyer acknowledges that *The Condominium Act* permits the Seller to apply to court (within 10 days after receiving the Buyer's notice of cancellation) for a determination that the Buyer did not have the right to cancel the agreement.

(f) **ADVICE TO BUYER TO OBTAIN A STATUS CERTIFICATE FROM THE CONDOMINIUM CORPORATION:**

In signing this offer, the Buyer acknowledges that the Buyer has been advised that the buyer should request a status certificate from the condominium corporation, as provided in section 65 (1) of *The Condominium Act*, before the completion of the transaction on the Possession Date.

(g) **STATUTORY DECLARATION TO BE REQUIRED**

The Condominium Act provides that a transfer of the Unit may not be registered in the land titles office unless it is accompanied by a statutory declaration from the Seller as to the Seller's compliance with section 51 of *The Condominium Act* (document delivery and expiry of the cooling-off period) and a statutory declaration from the Buyer that this agreement of purchase and sale has not been cancelled within a cooling-off period.

12. Seller's Homestead Act Statement

The Seller represents and warrants that any homestead rights in the Unit have been correctly identified in PART ONE. If the Unit is homestead and a spouse or common-law partner is not registered on the title to the Unit, the Seller must promptly provide the Buyer with a Consent to Disposition of Homestead and Acknowledgment completed by their spouse or common-law partner in the prescribed form.

13. Seller's Residency Statement

The Seller shall provide the Buyer with a statutory declaration of residency stating that, as at the Possession Date, the Seller, or each Seller if more than one, will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada). **If the Seller, or any Seller if more than one, will be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) as at the Possession Date, the non-resident Seller will provide a Compliance Certificate as required by section 116 of the *Income Tax Act* (Canada).**

14. Seller's Commission Obligations

The parties acknowledge that upon acceptance of this Offer the respective brokerage is required to specify the total amount of any remuneration payable to the brokerage as either a percentage of the trade, or a fixed amount, agreed upon before the formation of this contract. That amount is specified in PART ONE. The Seller authorizes the brokerage holding the deposit to retain and apply the deposit to pay the commission from it on completion the transaction and directs the Seller's solicitor to pay the unpaid balance of the commission, if any, from the sale proceeds.

15. Seller's Acceptance

The Seller authorizes and directs the representative of the Seller's brokerage to promptly communicate and deliver a copy of the Seller's written response to this offer to the Buyer, or to the Buyer's brokerage representative.

16. Buyer's Response to Seller's Counteroffer

This Section is applicable only if the Seller makes a counteroffer to the Buyer.

17. Brokerage Receipt for Cash Deposit and Undertaking to Pay or Deliver

If the deposit payment is by cash, the payment shall be made to the brokerage representing the Buyer, to be delivered to the brokerage representing the Seller upon the acceptance of this Offer. If the deposit payment is by

cheque, certified cheque, or bank draft, the payment is to be delivered to the brokerage representing the Seller, unless otherwise noted.

18. Conveyancing Information and Direction

The Buyer and the Seller direct their respective brokerages to deliver a copy of this contract to their respective solicitors and authorize their respective brokerages and their solicitors to pay and deliver to the other party's solicitor any money and documents due, including by way of electronic transfer of funds and, to the extent permitted by the Land Titles Office, electronic transmission of conveyancing documents due.

19. The Binding Nature of this Contact

This contract shall be binding upon and shall enure to the benefit of the Seller and the Buyer and each of their respective heirs, executors, administrators, successors, and assigns.

This Offer, upon acceptance, becomes legally binding. Read all of PART ONE and PART TWO before you sign it. The parties are advised to seek professional advice if they have any questions regarding the Unit, or any questions or concerns regarding any terms, conditions, promises, representations, or warranties contained within this contract.

Buyer

Seller

Buyer

Seller

Whenever PART ONE is signed by a party, PART TWO must also be signed by that party, and if more than one in a party, then by each of them.

Draft

PROPERTY DISCLOSURE STATEMENT
(For Use with the Condominium Unit Offer to Purchase)

Date of Statement: _____

Address of
Condominium Unit: _____
the "Unit"

Name of the Seller making this
Statement: _____
(If more than one, name each.)

Name of the Buyer to receive this
Statement: _____
(If more than one, name each.)

Important Notes:

The Seller is not obligated to complete and provide this Property Disclosure Statement to a Buyer unless the Seller has agreed to do so as part of the contract for the purchase and sale of the Unit.

If this Property Disclosure Statement is to form part of the purchase and sale, it is to be referred to in Sections 6 and 7 of PART ONE and PART TWO of the Condominium Unit Offer to Purchase contract.

The Seller is required to make true and accurate representations based on the Seller's current actual knowledge. Whenever the Seller discloses that a statement is not correct or that the Seller does not know the answer to a question, the Seller must provide an explanation in the Explanations space below. Each explanation must be full and complete. Any partial or incomplete explanation may be misleading and may result in liability to the Seller.

The following table is to be completed by the Seller. "I", "you" or "my" means the Seller. The Seller must place a check mark or insert the Seller's initials in the box of the appropriate choice.

OWNER / OCCUPANCY				
1.	a. I have owned the Unit for _____ years.			
	b. I have occupied the Unit for _____ years.			
	c. If I am not the most recent occupant of the Unit I have explained the details of the occupancy of the Unit in the Explanations space below.			
	UNIT/ STRUCTURES	CORRECT	NOT CORRECT	DO NOT KNOW
2.	The Unit complies with municipal and other regulatory requirements (such as zoning,			

	health, occupancy, environmental protection or building permit by-laws or regulations, building or fire codes, or other protection-related requirements).			
3.	The Unit complies with any building, development, zoning or use restrictions that may be registered against title to the Unit.			
4.	During my ownership, any additions, alterations or upgrades made to the Unit, including structural, electrical, mechanical or plumbing, were made pursuant to and in compliance with the condominium declaration and by-laws and all required building, electrical and plumbing permits, and no permits remain outstanding with the municipal authority.			
5.	I have not received notice of any local improvements that were made or approved by the local municipality that affect the Unit (including any improvements that are not yet reflected in the most recent municipal property tax bill).			
6.	To my knowledge, the Unit, or any part of it, has ever been used to illegally grow cannabis, or produce or manufacture any illegal drug.			
7.	No insurer has cancelled fire insurance on the Unit or refused to issue or renew a policy of insurance on the Unit.			
8.	There is no cracking, shifting or movement of the Unit, including the foundation walls and basement floor, if any, that is not readily visible.			
9.	There has not been any flooding, seepage or infiltration of water affecting any portion of the Unit (that is, into the basement, other parts of the Unit or into the garage or onto any low lying area of the yard) from any source including rain, snow, overland flooding, plumbing system malfunction or sewer backup.			
10.	There is no unrepaired damage to the roof or shingles, or any roof leakage,			
	(This item does not apply if the shingles or roof do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.)			

11.	There is no damage to the Unit resulting from wind, fire, water or moisture, insects, rodents, bats or other animals that is not readily visible.			
12.	There is no infestation by insects, rodents, bats or other animals affecting the Unit within the past 12 months.			
13.	There is no defect or deficiency which restricts the function of doors, windows, cabinetry, or built-ins in the Unit.			
14.	There is no accumulation within any window glass that may be caused by the failure of insulated window seals. (This item does not apply to any windows that do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.)			
	SYSTEMS / INCLUSIONS	CORRECT	NOT CORRECT	DO NOT KNOW
15.	There is no failure, defect, or deficiency in the operation of any on-site waste-water treatment system associated with the Unit, such as a septic tank, septic field, holding tank, pump or ejection system. (This item does not apply if the Unit is connected to a municipal wastewater utility service or if the fixtures do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.)			
16.	Any on-site waste-water treatment system, such as a septic tank, septic field, holding tank, pump or ejector system, complies, or upon completion of the transfer of the Unit to the Buyer will comply, with municipal and/or provincial regulations. (This item does not apply if the Unit is connected to a municipal wastewater utility service or if the fixtures do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.)			
17.	There is no deficiency or defect associated with the potable water source and supply system, such as bacteriological or other health related contamination risks, mechanical, plumbing and water supply or water treatment issues, or any other concerns. (This item does not apply if the Unit is connected to a municipal water utility service or if the fixtures do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.)			

18.	<p>Any fixtures or chattels that have electrical, mechanical, plumbing, heating, cooling or air exchange components are in proper working order.</p> <p>(This item only applies for any of the items that form part of the Unit or are included in the sale of the Unit.)</p>			
19.	<p>To my knowledge the Unit has never contained asbestos insulation in the walls, ceiling or around heating pipes, radon gas above federal health guidelines, lead plumbing, aluminum or knob and tube wiring that is not readily visible.</p>			
20.	<p>There is no mold or mold-like substances within the Unit that requires remediation other than general household cleaning.</p>			
21.	<p>There is no existing defect or deficiency relating to the fireplace, woodstove or related equipment, and they comply with any applicable building or fire code requirements. I have never been declined fire insurance because of the fireplace or woodstove.</p> <p>Warning to Buyer: Although the Seller may be able to operate the existing wood burning equipment under their insurance policy, the Buyer's insurer might require expensive upgrades to the equipment before insuring the Unit or might require substantially higher insurance rates than those payable by the Seller.</p> <p>(This item only applies if the Unit includes a fireplace or woodstove or related equipment.)</p>			
GENERAL		CORRECT	NOT CORRECT	
22.	<p>To my knowledge there is no defect or deficiency associated with the Unit (that has not already been disclosed in another question) that is structural in nature, may be a health or safety concern, or may render the Unit unusable for the purpose intended.</p>			
23.	<p>To my knowledge there is no defect or deficiency to the Unit (that has not already been disclosed in another question) that is not readily visible upon inspection of the Unit.</p>			

Seller

Acknowledgement by Buyer

The Buyer acknowledges that:

- (a) the Buyer has either received this Property Disclosure Statement before signing the Offer to Purchase; or the Buyer has received and approved this Property Disclosure Statement after signing the Offer to Purchase;
- (b) the Buyer accepts these statements as representations by the Seller and agrees they do not constitute warranties;
- (c) although the Seller states that the Seller has been truthful as to their knowledge of the Unit, there may be defects or deficiencies the Seller is simply not knowledgeable about or aware of;
- (d) a prudent Buyer will use these statements and explanations as a starting point for the Buyer's own or additional inquiries to be made; and
- (e) the Buyer is urged to carefully inspect the Unit, and if desired, to have the Unit inspected by a qualified property inspection service of the Buyer's choice.

Date this Property
Disclosure Statement is
signed by the Buyer:

Buyer

Buyer

RESIDENTIAL OFFER TO PURCHASE CONTRACT
PART ONE of Two Parts

This form of contract is prescribed under *The Real Estate Services Act* for a completed single-family residential house.

Brokerage Obligations:

Brokerage Representations and Acknowledgement

Representing the Buyer:

Brokerage: _____
Representative: _____
Phone: _____
Email: _____

Representing the Seller:

Brokerage: _____
Representative: _____
Phone: _____
Email: _____

In providing Trading Services to the Buyer, the Buyer's brokerage is representing:

- (a) only the Buyer and does not represent the Seller
 - (b) both parties with the informed consent of each
 - (c) other:
- | | |
|--|--|
| | Initials: (Buyer's brokerage representative) |
| | Initials: (Buyer) |
| | Initials: (Buyer) |

In providing Trading Services to the Seller, the Seller's brokerage is representing:

- (a) only the Seller and does not represent the Buyer
 - (b) both parties with the informed consent of each
 - (c) other:
- | | |
|--|---|
| | Initials: (Seller's brokerage representative) |
| | Initials: (Seller) |
| | Initials: (Seller) |

Brokerage Disclosure of Self-Dealing, Related Parties, and Inducements

The following disclosures and/or inducements are made by the brokerages or their representatives in accordance with section 30 of *The Real Estate Services Act* and sections 4.7 and 4.14 of the Regulations:

By the Buyer's Brokerage or Representative:

By the Seller's Brokerage or Representative:

Buyer's Brokerage Representative:

Name: _____
Signature: _____

(All disclosures required of the Buyer's brokerage have been made above)

Seller's Brokerage Representative:

Name: _____
Signature: _____

(All disclosures required by the Seller's brokerage have been made above)

Submission of Offer from the Buyer to the Seller:

1. The Parties

The Buyer:

Name of Buyer: _____
Name of Buyer: _____

The Seller:

Name of Seller: _____
Name of Seller: _____

2. The Property

Civic address: _____
Legal description: _____
Excluded fixtures: _____
Included chattels: _____

3. Possession Date, Occupancy, and Closing

The transaction shall be completed and possession of the Property shall be given by 6:00pm on:

Date: _____, 20____ (the "Possession Date")

By the Possession Date the Property will be vacant of any persons and non-included chattels or fixtures by the Possession Date, unless otherwise specified as follows:

4. Purchase Price

Purchase Price: \$ _____

A portion of the Purchase Price may be paid from the proceeds of a new mortgage. Yes No

If yes, the approximate amount to be paid from the proceeds of a new mortgage is: \$ _____

The Buyer will assume all or part of the Seller's existing mortgage. Yes No

Other: _____

5. Deposit

1. Delivered with this Offer: \$ _____
2. To be delivered by: _____ \$ _____
3. Other: _____ \$ _____

Method of Deposit delivery: cash. wire transfer money order electronic funds transfer cheque certified cheque other_

6. Property Disclosure Statement

1. The Seller shall complete a Property Disclosure Statement in the prescribed form and deliver it to the Buyer. Upon the Buyer's review and approval, the Property Disclosure Statement shall form part of this contract. (If this box is checked, Section 7.1. (a) must also be completed.)

2. The Property Disclosure Statement previously completed by the Seller and attached as Schedule "B" (see Section 10.2.(b) below) forms part of this contract.

3. The Seller is not required to provide a Property Disclosure Statement.
(Check only one box. If no box is checked, box 3. shall apply.)

7. Conditions

1. Buyer's Conditions: This contract will terminate unless the following conditions that benefit the Buyer are fulfilled or waived by the Buyer.

- (a) By _____ a.m./p.m. on the ____ day of _____, 20__ the Buyer receives and approves the Seller's completed Property Disclosure Statement in the prescribed form.
- (b) By _____ a.m./p.m. on the ____ day of _____, 20 ____ the Buyer obtains approval for a mortgage in the approximate amount of \$_____
- (c) By _____ a.m./p.m. on the ____ day of _____, 20 ____ the Buyer obtains and approves an independent property condition inspection ~~(s)-report~~.

(If a due date is not inserted in any of the above conditions, the condition does not form part of this contract.)

- (d) Other Conditions: (Set out the details of other conditions below. Insert a Schedule "A" and check the applicable box in Section 10.2. if more space is required)

2. Seller's Conditions: This contract will terminate unless the following conditions that benefit the Seller are fulfilled or waived by the Seller. (Set out the details of any conditions below. Insert a Schedule "A" and check the applicable box in Section 10.2. if more space is required):

8. Permitted Title Encumbrances

Any encumbrance registered against the title to the Property or interest in land that is not one of the "Permitted Title Encumbrances" in Section 8 of PART TWO must be discharged or satisfied by the Seller, unless it is specified below:

9. Seller's Representations and Warranties

~~The additions, deletions or amendments to the representations and warranties in section 9 of PART TWO are: 1. To Be Excluded: The following representations and warranties of the Seller that are described in Section 9 of PART TWO are excluded from this contract:~~

- (a) _____
- (b) _____
- (c) _____

~~2. To Be Added: The following representations and warranties of the Seller are added to Section 9 of PART TWO of this contract:~~

(a) _____

(b) _____

(c) _____

10. Additional Terms

1. Additional Terms: The following terms are added to this contract:
(Set out the details of any additional terms below, including any amendments to the existing terms contained in Section 10 of PART TWO. Insert a Schedule "A" and check the applicable box in Section 10.2. below if more space is required):

(a) _____

(b) _____

(c) _____

2. Additional Schedules: The following schedules which contain additional terms, conditions, and/or amendments are included in the contract:

(If a schedule is to be included, check the appropriate box below and attach the respective schedule.)

(a) Schedule "A" Additional Terms and/or Conditions

(b) Schedule "B" Property Disclosure Statement

(c) Schedule "C" Assumption of Mortgage(s) Schedule

(d) Schedule "D" Other: _____

11. Submission of Offer

This Offer is submitted by the Buyer and is open for acceptance by the Seller until _____ a.m./p.m. on _____, 20__.

Signed and dated at _____ a.m./p.m. on _____, 20__.

Buyer

Buyer

Buyer's address: _____

After PART ONE is signed by the Buyer, PART TWO must also be signed by the Buyer; and if more than one Buyer, then by each of those described as the Buyer.

Seller's Response to the Offer:

12. Seller's Homesteads Act Statement

1. The Property is not homestead within the meaning of *The Homesteads Act*.
2. The Property is homestead within the meaning of *The Homesteads Act*, and the title to the Property is registered in the names of both spouses or common-law partners, and each are identified as the Seller and no other person has homestead rights in the Property.
3. The Property is homestead within the meaning of *The Homesteads Act* but the title to the Property is not registered in the names of both spouses or common-law partners. The name of the spouse or common-law partner whose name is not on the title to the Property is: _____

(The Seller must check the statement that applies. If 3. applies, a Consent to Disposition of Homestead and Acknowledgment in the prescribed form is required from the spouse or common-law partner whose name is not on the title to the Property.)

13. Seller's Residency Statement

1. The Seller will be a resident of Canada within the meaning of the *Income Tax Act* on the Possession Date.
2. The Seller will not be a resident of Canada within the meaning of the *Income Tax Act* on the Possession Date.

(The Seller must check the statement that applies. If there is more than one Seller and the applicable statement is not the same for each Seller, an explanation must be provided here.)

14. Seller's Commission Obligation

The Seller agrees to pay a commission to the brokerage representing the Seller of

1. _____ percent of the Purchase Price or
2. the specified sum of \$ _____ or
3. _____

plus applicable taxes, upon the completion of the transaction.

15. Seller's Acceptance

1. The Seller accepts this Offer.
2. The Seller rejects this Offer.
3. The Seller accepts this Offer subject to the following counter-offer which will be open for written acceptance by the Buyer until _____ a.m./p.m. on _____, 20__.

(The Seller is to specify the statement that applies. If no box is checked the statement in 2. shall apply)

If box 3. is checked the Seller's counter-offer is as follows:

(Insert a schedule if more space is required)

Signed and dated at _____ a.m./p.m. on _____, 20__.

Seller

Seller

Seller's address:

After this section of PART ONE is signed by the Seller, PART TWO must also be signed by the Seller, and if more than one Seller, then by each of those described as the Seller.

16. Buyer's Response to Seller's Counter-Offer

(This section only applies if the Seller makes a counter-offer to the Buyer.)

1. The Buyer accepts the Seller's counter-offer.

2. The Buyer rejects the Seller's counter-offer.

(The Buyer is to specify the statement that applies. If no box is checked the statement in 2. shall apply to any counter-offer.)

Signed and dated at _____ a.m./p.m. on _____, 20__.

Buyer

Buyer

17. Brokerage Receipt for Cash Deposit

Name of the Brokerage Representing the Buyer: _____

_____ hereby acknowledges receipt of the above cash deposit and undertakes to pay it over to the Seller's brokerage on the next business day following the acceptance of this Offer.

(This undertaking will not apply if the receipt is given by the brokerage representing the Seller.)

(Signature of Brokerage Representative)

18. Conveyancing Information and Direction

Name of Buyer's solicitor: _____

Firm: _____

Address: _____

Phone: _____

Email: _____

Name of Seller's solicitor: _____

Firm: _____

Address: _____

Phone: _____

Email: _____

RESIDENTIAL OFFER TO PURCHASE CONTRACT
PART TWO of Two Parts

This form of contract is prescribed under the *The Real Estate Services Act* for a completed single-family residential house. Each Section in this PART TWO refers to the section with the same number in PART ONE.

Submission of Offer from the Buyer to the Seller

1. The Parties

The Buyer confirms that the name and address inserted in PART ONE matches their current government issued identification, unless otherwise stated.

2. The Property

The Property includes the land, the building(s), and all fixtures such as electrical, mechanical and plumbing systems, built-in appliances, fitted floor coverings, curtain rods, drapery tracks, screen and storm windows and doors, ~~and attached telecommunication and internet equipment~~ and any affixed television and audio mounts as are now on the Property (the "Fixtures"), and all other improvements.

The Included Chattels which the Buyer agrees to purchase, and the Seller agrees to sell, and the Excluded Fixtures which are not included in this transaction, are specified in Section 2 of PART ONE.

By the Possession Date the Included Chattels shall remain on the Property while all other goods, chattels and non-included fixtures shall be removed from the Property.

3. Possession Date, Occupancy, and Closing

By the Possession Date the Property shall be vacant of any occupancy, unless otherwise stated in PART ONE.

The Buyer and the Seller shall have until 6:00 p.m. on the Possession Date to complete the closing of this transaction. Subject to the approval of trust conditions exchanged between their solicitors, the transaction shall be deemed to have closed when the solicitors confirm completion ~~(the "Time of Closing").~~

The Purchase Price must be fully paid or credited by the ~~Possession Date~~ Time of Closing. However, if it is specified in PART ONE that part of the Purchase Price is to be paid from the proceeds of a new mortgage, and the receipt of those funds is delayed, the Buyer may extend the time for payment of those funds for up to seven (7) calendar days following the Possession Date under the following conditions:

- (a) the Buyer shall pay interest to the Seller on the unpaid funds, commencing ~~from and including~~ the day following the Possession Date, to and including the day the funds are paid, at the interest rate of the Bank of Canada in effect on the Possession Date plus seven (7) per cent;
- (b) the Buyer shall pay the Seller's costs, being provable financial losses incurred by the Seller, as a result of the delay;
- (c) The Seller will have a lien or charge on the Property for the unpaid portion of the Purchase Price, interest, and costs; and
- (d) the Seller will not be obligated to grant possession of the Property to the Buyer until the balance of the Purchase Price, interest, and costs are fully paid, but if granted, no alterations or renovations shall be made to the Property until payment is complete.

By the time of completion of the transaction on the Possession Date ~~Time of Closing~~ the Seller shall provide the Buyer with sufficient keys or access codes to gain entry and possession, and shall leave on the property, all other keys, garage door openers and remotes, and all municipal garbage and recycling bins associated with the Property, if any.

4. Purchase Price

If the Buyer is assuming all or part of the Seller's existing mortgage, an Assumption of Mortgage(s) Schedule in the prescribed form shall be completed and attached as Schedule "C" referred to in Section 10.2.(c) of PART ONE.

Adjustment to the Purchase Price for property taxes, including refunds and the current year's local improvement levies, if any, and any other adjustments shall be made as of the Possession Date, with the adjusted items being the Buyer's responsibility for the entire day of the Possession Date.

5. Deposit

Should the Buyer fail to deliver an agreed-upon deposit or should any form of deposit be dishonored by the financial institution upon which it is drawn, the Seller may terminate this contract if the Buyer remains in default of the payment due after receiving at least 24 hours' written notice from the Seller of the pending termination. If this contract has not been terminated by such written notice, the Seller's option to terminate will expire if the deposit is delivered by a guaranteed form of payment, or when the Seller accepts the deposit, even if late. The acceptance of a late deposit shall be deemed to have occurred when written notice of acceptance is given by the Seller to the Buyer, or when the payment is deposited by the Seller's brokerage, whichever occurs first.

Any deposit received shall be returned to the Buyer if this Offer is not accepted. If this Offer is accepted but is then terminated because a condition specified in Section 7 of PART ONE is not fulfilled or is waived, subject to the Buyer complying with Section 7(a) and (e) of this PART TWO, the deposit shall be returned to the Buyer. Otherwise, subject to Section 10(c) of this PART TWO, any deposit received shall be held in trust for both parties by the Seller's brokerage to form part of the Purchase Price to be paid or credited to the Seller when the Seller's obligations are completed.

6. Property Disclosure Statement

If a Property Disclosure Statement is identified as a condition in Section 7.1.(a) of PART ONE, the Seller agrees to deliver the Seller's completed Property Disclosure Statement upon acceptance of this Offer.

If a Property Disclosure Statement is provided, the Seller shall ensure that all questions are answered completely and accurately, to the best of the Seller's knowledge as of the date of the statement, with complete and accurate explanations. If between the date of the Property Disclosure Statement and the completion of this transaction on the Possession Date the Seller becomes aware of circumstances that change the completeness or accuracy of any statement made, the Seller shall promptly provide details of the change to the Buyer.

7. Conditions

If any conditions are specified in PART ONE, then the following shall apply:

- (a) The party benefitting from a condition shall exercise good faith and make an honest effort to fulfill the condition.
- (b) If ~~an~~ appraisals or inspections of the Property ~~are~~ required to fulfill a condition, the Seller shall ensure that all areas of the Property are available for inspection, and shall allow access to the Property for ~~those that~~ purposes upon reasonable notice from the Buyer.
- (c) Upon fulfillment or waiver of a condition, the party benefitting from the condition shall give written notice of the fulfillment or waiver to the other party before the expiry of the time within which the condition is to be fulfilled or waived.
- (d) If written notice of fulfillment, waiver, or non-fulfillment of a condition is not given by the benefitting party to the other party before the expiry of the time within which the condition is to be fulfilled or waived, the condition will be deemed to have not been fulfilled or waived.
- (e) At the request of the other party, the party benefitting from ~~at~~ the condition ~~that is not fulfilled or waived~~ shall provide the other party with ~~evidence to demonstrated that a written explanation and available supporting documentation as to the reason(s), after making an honest effort was made to fulfill the condition, such as a letter declining financing, if the condition relates to financing~~ the condition was not fulfilled.
- (f) A written notice with respect to a condition for the benefit of the Buyer may be given by the Buyer or the Buyer's solicitor to either the Seller, the brokerage representing the Seller, or the Seller's solicitor, and a written notice with respect to any condition for the benefit of the Seller may be given by the Seller or the Seller's solicitor to the Buyer, the brokerage representing the Buyer, or the Buyer's solicitor.

8. Permitted Title Encumbrances

The Seller agrees that ~~on the Possession Date at the Time of Closing~~ the title to the Property shall not be subject to any mortgage, judgement, claim, builder's lien, or other encumbrance or interest in land which is valid or enforceable against the title to the Property, except for the following encumbrances which will be permitted (the "Permitted Encumbrances"):

- (a) any mortgage the Buyer has agreed to assume as part of the Purchase Price;
- (b) any mortgage or financial charges the Seller's solicitor undertakes to discharge from the sale proceeds;
- (c) any registered building, development, zoning, or use restriction with which the Property or its use complies;
- (d) any easement for a public utility or telecommunication line, drainage ditch or swale, storm or sanitary sewer line, or other public easement for services which do not materially affect the use of the Property;
- (e) any private easement, the use or existence of which is apparent on inspection of the Property; and
- (f) any registration which may be caused by the Buyer.

Any encumbrance or interest in land to the Property which is not within the above category of Permitted Encumbrances, and which the Buyer agrees the Seller is not required to discharge from the title, or to otherwise satisfy, must be specified in Section 8 of PART ONE.

9. Seller's Representations and Warranties

The Seller represents and warrants the following, unless excluded in Section 9 of PART ONE:

- (a) the Property is free from any encroachments by adjoining structures and improvements; and structures and improvements on the Property do not encroach beyond the limits of the Property, or onto any public easements or services;
- (b) the Property and its current use comply with all applicable zoning regulations, and any registered private or public building or use restriction;
- (c) all required permits for improvements made to the Property during the Seller's ownership were obtained and satisfied, and the Seller is unaware of any improvements made outside of the current ownership for which required permits were not obtained;
- (d) all material latent defects, namely defects in the Property that are not readily visible upon personal inspection but are known to the Seller, and which render the Property unfit or unsafe to occupy for residential use without remediation, have been disclosed in writing to the Buyer by the Seller;
- (e) subject to subsection (fg), and unless otherwise specified, the Property and Included Chattels will be in substantially the same condition ~~on the Possession Date at the Time of Closing~~ as when this contract was entered into;
- (f) unless otherwise disclosed in this contract, which includes any ~~p~~Property ~~d~~Disclosure ~~s~~Statement that forms part of this contract, any Fixtures and Included Chattels that have electrical, mechanical, plumbing, heating or air exchange or conditioning components, shall be in proper working order;
- (g) the Seller is the registered and beneficial owner of, or is the legally appointed representative of the owner, and has the legal right to sell the Property, the Fixtures, and the Included Chattels. In the event any Fixtures or Included Chattels are subject to a rental or financing contract the Seller shall purchase the rental or pay out the financing contract;
- (h) the sale of the Property and the Included Chattels is fully exempt from the payment of the Goods and Services Tax as prescribed under the *Excise Tax Act* (Canada); or if any part of this transaction is not fully exempt, the Purchase Price includes the applicable Goods and Services Tax;
- (i) except for this contract, there is no other agreement or option for the purchase, sale, or lease of the Property or any other agreement creating an interest in the Property or the Included Chattels except as may be specified in ~~Section 8 of~~ PART ONE; and

- (j) these representations and warranties are made as of, and will be true as at, the Possession DateTime of Closing.

10. Additional Terms

The following additional terms apply:

- (a) The only amendments, deletions, and additional terms made or added to this contract are those specified in Section 10 or elsewhere in PART ONE, or within any Schedule added to form part of this contract;
- (b) If there is any conflict or discrepancy between any provisions contained or referenced within PART ONE and any provision set out in this PART TWO, the provision contained or referenced within PART ONE shall supersede the provision set out in this PART TWO to the extent of such conflict or discrepancy;
- (c) If either party is in breach of their obligations herein, the other party shall be entitled to exercise whatever remedies they may have by virtue of the default. If the defaulting party is the Buyer, the Seller shall be entitled to retain any deposit delivered as the Seller's own property, and retaining any deposit shall not itself constitute a termination of this contract nor shall it restrict the Seller from exercising any other remedies which the Seller may have by virtue of the Buyer's default, including the right to claim damages from the Buyer which the Seller sustains in excess of any deposit;
- (d) The risk of loss or damage to the Property and Included Chattels will remain with the Seller until the completion of the transaction on the Possession DateTime of Closing, during which time the Seller shall maintain the Seller's existing insurance policy on the Property, if any. The Seller shall hold any such insurance policy, and the proceeds thereof, in trust for the Seller and the Buyer, as their interests may appear. If after the formation of this contract any part of the Property suffers substantial damage which materially affects the use or value of the Property, and the damage is not repaired before the Possession Date to substantially the same condition it was in prior to the damage occurring, the Seller shall provide the Buyer with an opportunity to have a pre-closing inspection to assess the damage and consider remediation options. If a remediation plan is not agreed upon by the Possession DateTime of Closing, the Buyer may terminate this contract and have all monies paid returned, may accept the Property in its damaged condition and complete the transaction, or may accept the proceeds of the Seller's insurance policy and complete the transaction;
- (e) This contract contains all of the promises, agreements, representations, warranties, and terms between the Buyer and the Seller relating to this transaction, and
- i. anything not included in writing in this contract will have no force or effect;
 - ii. any amendment made to this contract will have no force or effect unless it is in writing and signed by each of the Buyer and the Seller hereto; and
 - iii. in making this Offer, the Buyer relies only on the Buyer's personal inspection of the Property, the Included Chattels and the Seller's representations contained in this contract.
- (f) The Buyer and the Seller consent to the collection, use and disclosure of the Personal Information, as defined below, regarding the Property and this transaction by the respective brokerages, if any, for reporting, appraisal and statistical purposes. If the Property is listed on the Multiple Listing Service® of a real estate board or association, the Seller and the Buyer consent to the collection, use, disclosure and retention of such Personal Information by Authorized Parties, as defined below, for the purposes of (a) displaying Personal Information regarding the Property in a virtual office website; (b) compiling, using and analyzing current and historical information on sales and property prices, including for the purposes of preparing comparable market analyses, and (c) otherwise retaining, publishing or making such use of the information for display on REALTOR.ca. For the purpose of this consent, "Personal Information" means information related to the purchase and sale of the Property, including the purchase price of the Property, the date of this contract and details of the Property but does not include any other personal information relating to the Seller and the Buyer; and "Authorized Parties" means (i) the Canadian Real Estate Association, for the purpose of maintaining REALTOR.ca, (ii) the Manitoba Real Estate Association, the Winnipeg Regional Real Estate Board and the Brandon Area Realtors and their respective members; and (iii) regulatory bodies.
- (g) Any reference to the Seller and the Buyer or a brokerage and its representatives includes the singular and the plural;
- (h) The laws of Manitoba, and Manitoba time, apply to this contract;
- (i) Time shall be of the essence with respect to this contract;

- (j) Unless otherwise agreed, the Buyer may assign this contract to another person, or nominate another person to take title to the Property with the Buyer or on behalf of the Buyer; it being agreed that in any such event the Buyer will not be released from any of the Buyer's obligations arising from this contract.
- (k) The Seller agrees to sign any further document reasonable required by the Buyer's mortgage lender to add, replace, or remove a party to the transaction, it being agreed that in any such event the Buyer will not be released from any of the Buyer's obligations arising from this contract.
- (l) In completing this transaction, the solicitors for the parties may, upon agreement with each other, exchange trust conditions and undertakings to carry out the intentions of the Buyer and the Seller.

11. Submission of Offer

The Buyer authorizes and directs the representative of the Buyer's brokerage to promptly communicate and deliver a copy of this Offer to the Seller or to the Seller's brokerage representative.

This Offer, its acceptance, and any notice required to be delivered to either party may be signed and delivered in accordance with Part 3 of *The Electronic Commerce and Information Act*, or may be signed in-person, and delivered in-person or transmitted by electronic means, and that manner of signature, or transmission of a signature, including an electronic signature in relation to any offer, acceptance, or notice, shall be treated as an original signature.

12. Seller's Homesteads Act Statement

The Seller represents and warrants that any homestead rights in the Property have been correctly identified in PART ONE. If the Property is homestead and a spouse or common-law partner is not registered on the title to the Property, the Seller must promptly provide the Buyer with a Consent to Disposition of Homestead and Acknowledgment completed by their spouse or common-law partner in the prescribed form.

13. Seller's Residency Statement

The Seller shall provide the Buyer with a statutory declaration of residency ~~by the Time of Closing~~ stating that, as at the Possession Date, the Seller, or each Seller if more than one, will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada). **If the Seller, or any Seller if more than one, will be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) as at the Possession Date, the non-resident Seller will provide a Compliance Certificate as required by section 116 of the *Income Tax Act* (Canada).**

14. Seller's Commission Obligation

The parties acknowledge that upon acceptance of this Offer the respective brokerage is required to specify the total amount of any remuneration payable to the brokerage as either a percentage of the trade, or a fixed amount, agreed upon before the formation of this contract. That amount is specified in PART ONE. The Seller authorizes the brokerage holding the deposit to retain and apply the deposit to pay the commission from it on completion the transaction and directs the Seller's solicitor to pay the unpaid balance of the commission, if any, from the sale proceeds.

15. Seller's Acceptance

The Seller authorizes and directs the representative of the Seller's brokerage to promptly communicate and deliver a copy of the Seller's written response to this Offer to the Buyer, or to the Buyer's brokerage representative.

16. Buyer's Response to Seller's Counter-offer

This Section is applicable only if the Seller makes a counter-offer to the Buyer.

17. Brokerage Receipt for Cash Deposit and Undertaking to Pay or Deliver

If the deposit payment is by cash the payment shall be made to the brokerage representing the Buyer, to be delivered to the brokerage representing the Seller upon the acceptance of this Offer. If the deposit payment is by cheque, certified cheque, or bank draft, the payment is to be delivered to the brokerage representing the Seller, unless otherwise noted.

18. Conveyancing Information and Direction

The Buyer and the Seller direct their respective brokerages to deliver a copy of this contract to their respective solicitors and authorize their respective brokerages and their solicitors to pay and deliver to the other party's solicitor any money and documents ~~due on closing~~, including by way of electronic transfer of funds and, to the extent permitted by the Land Titles Office, electronic transmission of conveyancing documents ~~due by the Time of Closing~~.

19. The Binding Nature of this Contract

This contract shall be binding upon and shall enure to the benefit of the Seller and the Buyer and each of their respective heirs, executors, administrators, successors, and assigns.

This Offer, upon acceptance, becomes legally binding. Read all of PART ONE and PART TWO before you sign it. The parties are advised to seek professional advice if they have any questions regarding the Property, or any questions or concerns regarding any terms, conditions, promises, representations, or warranties contained within this contract.

Buyer

Seller

Buyer

Seller

After PART ONE is signed by a party, PART TWO must also be signed by that party, and if more than one in a party, then by each of them.

Draft

RESIDENTIAL OFFER TO PURCHASE CONTRACT

PROPERTY DISCLOSURE STATEMENT
(For Use with the Residential Offer to Purchase)

Date of Statement: _____

Address of Property: _____
the "Property"

Name of the Seller making this Statement: _____
(If more than one, name each.)

Name of the Buyer to receive this Statement: _____
(If more than one, name each.)

Important Notes:

The Seller is not obligated to complete and provide this Property Disclosure Statement to a Buyer unless the Seller has agreed to do so as part of the contract for the purchase and sale of the Property.

If ~~this is the~~ Property Disclosure Statement ~~is to form part of the of purchase and sale it is to be~~ referred to in Sections 6 and 7 of PART ONE and PART TWO of the Residential Offer to Purchase contract.

The Seller is required to make true and accurate representations based on the Seller's current actual knowledge. ~~and if~~Whenever the Seller discloses that a statement is not correct~~a problem~~ or that the Seller does not know the answer to a question, the Seller must~~should~~ provide an explanation in the Explanations~~details in the~~ space below~~on the last page. The seller~~Each explanation must be full and complete~~must make full disclosures. Any partial or incomplete explanation may be misleading and~~Half truths or partial disclosures may result in legal~~liability~~ to the Seller.

The following table is to be completed by the Seller. "I", "you" or "my" means the Seller. The Seller must place a check mark or insert the Seller's initials in the box of the appropriate~~correct~~ choice.

~~Unless otherwise stated, the answers and explanations given by the Seller relate to the period of time during the Seller's ownership, and not before.~~

OWNER / <u>OCCUPANCY</u>TITLE-RELATED		CORRECT	NOT CORRECT	DO NOT KNOW
1.	a. I have owned the Property for ____ years, and I have occupied the Property for ____ years.			
	b. <u>I have occupied the Property for ____ years</u> am the most recent occupant of the Property.			

<u>c. If I am not the most recent occupant of the Property I have explained the details of the occupancy of the Property in the Explanations space below.</u>				
	<u>LAND/STRUCTURES</u>	<u>CORRECT</u>	<u>NOT CORRECT</u>	<u>DO NOT KNOW</u>
2.	The Property, or any part of it, complies with municipal and/or other regulatory requirements (such as zoning, health, occupancy, or environmental <u>protection or building permit</u> by-laws or regulations, building or fire codes, or other protection-related requirements <u>codes, by-laws or regulations</u>).			
3.	To the best of my knowledge, the Property complied with these laws and regulations prior to my ownership. The Property complies with any building, development, zoning or use restrictions that may be registered against title to the Property.			
4.	<u>During my ownership</u> aAny additions, alterations or upgrades made to the buildings or improvements on the Property, including structural, electrical, mechanical or plumbing, were made <u>pursuant to and in compliance with all</u> the required building, electrical and/or plumbing permits, and with any such <u>no</u> permits <u>remain outstanding being satisfied</u> with the municipal authority.			
5.	I have not received notice of <u>any</u> local improvements that were made or approved by the local municipality that affect the Property (including any improvements that are not yet reflected in the most recent municipal property tax bill).			
6.	the Property, or any part of it, has never been used to illegally grow <u>cannabis</u> marijuana , or produce or manufacture any illegal drug during or prior to my ownership .			
7.	No insurer has cancelled fire insurance on the Property or refused to issue or renew a policy of insurance on the Property.			
<u>LAND / STRUCTURES</u>				
8.	There is no cracking, shifting or movement of the structure or any building or improvements on the Property, including			

	the foundation walls and basement floor, that is not readily visible.			
9.	There has not been any flooding, or seepage <u>or infiltration of water</u> affecting any portion of the Property (that is, into the <u>basement, other parts of the</u> house or <u>the</u> garage or on <u>into any</u> low-lying areas of the yard) from any cause or source including such as rainwater, snow-melt, <u>overland flooding, plumbing system malfunction or sewerage backup or other source.</u>			
10.	There has not been any seepage or infiltration of water into or within the house, including the basement, from any source whether rain or snow or malfunction of the water system.			
10 4.	Excluding the general condition of shingles that are readily visible, there has been no <u>There is no</u> unrepaired or incompletely repaired damage to the roof or shingles, or any roof leakage.			
11 2.	There is no damage to the <u>buildings on the</u> Property resulting from wind, fire, water or moisture, insects, or rodents, <u>bats or other animals that I am aware of</u> that is not readily visible.			
13 2.	There is no insect -infestation <u>by insects, or rodents, bats or other animals</u> activity affecting the <u>buildings on the</u> Property <u>within the past 12 months.</u>			
13 4.	There is no defect or deficiency which restricts the function of doors, windows, cabinetry, or built-ins that is not readily visible.			
14.	<u>There is no moisture or fog accumulation within any window glass that may be caused by the failure of insulated window seals.</u>			
	<u>SYSTEMS / INCLUSIONS</u>	<u>CORRECT</u>	<u>NOT CORRECT</u>	<u>DO NOT KNOW</u>
15.	There is no failure, defect, or deficiency in the operation of any on-site waste-water treatment system associated with the Property, <u>such as a septic tank, septic field, holding tank, pump or ejector system</u> and			

	<p>the system complies or will comply with municipal or provincial regulations upon the sale of the Property to the Buyer.</p> <p>(This item does not need to be answered<u>apply</u> if the Property is connected to a municipal wastewater utility service.)</p>			
16.	<p><u>Any on-site waste-water treatment system, such as a septic tank, septic field, holding tank, pump or ejector system, complies, or upon completion of the transfer of the Property to the Buyer will comply, with municipal and/or provincial regulations.</u></p> <p>(This item does not apply if the Property is connected to a municipal wastewater utility service.)</p>			
17 6.	<p><u>There is no deficiency or defect associated with the potable water source and supply system, such as bacteriological or other health related contamination risks, mechanical, plumbing and water supply or water treatment issues, or any other concerns.</u> There is no problem with the quality, quantity, odour, water pressure or condition of the potable water source.</p> <p>(This item does not need to be answered<u>apply</u> if the Property is connected to a municipal water utility service.)</p>			
SYSTEMS / INCLUSIONS		CORRECT	NOT CORRECT	DO NOT KNOW
18 7.	<p><u>Any fixtures or chattels that have electrical, mechanical, plumbing, heating, cooling or air exchange components.</u> The fixtures associated with the Property that have electrical, mechanical, plumbing, heating or air conditioning systems and components are in proper working order.</p> <p>(This item only applies for any items that are included in the sale of the Property.)</p>			
18.	<p>The sauna, hot tub, swimming pool and equipment, satellite dish and related equipment, garage door including automatic openers and equipment, garburator, included appliances (e.g. refrigerator, stove, freezer, washer, dryer), hot water tank, water softener, lawn sprinkler system, air-conditioning, security system or alarm, intercom, central vacuum, central humidifier, air and water purification equipment, telecommunication and internet</p>			

	<p>equipment and any other chattel or fixture are in proper working order. <small>(This item only applies for any of the above items that are included in the sale of the Property.)</small></p>			
19.	<p>To my knowledge the Property has never contained asbestos insulation <u>in the walls, ceiling or around heating pipes</u>, radon gas above federal health guidelines, lead plumbing, aluminum or knob and tube wiring, mold that is not readily visible, during or prior to my ownership.</p>			
20.	<p><u>There is no mold or mold-like substances within any building on the Property that requires remediation other than general household cleaning.</u></p>			
21 0.	<p>There is no existing defect or deficiency relating to the fireplace, woodstove or related equipment, and they comply with any applicable building or fire code requirements. <u>I have never been declined</u> There has been no difficulty in obtaining fire insurance because of the fireplace or woodstove. Warning to Buyer: Although the Seller may be able to operate the existing wood burning equipment under their insurance policy, the Buyer's insurer might require expensive upgrades to the equipment before insuring the Property or might require substantially higher insurance rates than those payable by the Seller. <small>(This item only applies if the Property includes a fireplace or woodstove or related equipment.)</small></p>			
GENERAL		<u>CORRECT</u>	<u>NOT CORRECT</u>	
22 4.	<p>To my knowledge there is no defect or deficiency associated with the Property (that has not already been disclosed in another question) that is structural in nature, may be <u>of</u> a health or safety concern, or may render the Property unusable for the purpose intended.</p>			
23 2.	<p>To my knowledge there is no defect or deficiency to the Property (that has not already been disclosed in another question) that is not readily visible upon reasonable inspection of the Property.</p>			

Seller

Acknowledgement by Buyer

The Buyer acknowledges that ~~the Buyer:~~

- ~~(a) received this Property Disclosure Statement before signing the Offer to Purchase; or~~
- ~~(b) received and approved this Property Disclosure Statement after signing the Offer to Purchase, and agrees to proceed.~~

- (a) the Buyer has either received this Property Disclosure Statement before signing the Offer to Purchase; or the Buyer has received and approved this Property Disclosure Statement after signing the Offer to Purchase;
- (b) the Buyer accepts these statements as representations by the Seller and agrees they do not constitute warranties;
- (c) although the Seller states that the Seller has been truthful as to their knowledge of the Property, there may be defects or deficiencies the Seller is simply not knowledgeable about or aware of;
- (d) a prudent Buyer will use these statements and explanations as a starting point for the Buyer's own or additional inquiries to be made; and
- (e) the Buyer is urged to carefully inspect the Property, and if desired, to have the Property inspected by a qualified property inspection service of the Buyer's choice.

Date this Property
Disclosure Statement is
signed by the Buyer:

Buyer

Buyer

CONDOMINIUM UNIT OFFER TO PURCHASE CONTRACT
PART ONE of Two Parts

This form of contract is prescribed under *The Real Estate Services Act* for a completed unit in a completed condominium project under *The Condominium Act*.

Brokerage Obligations:

Brokerage Representations and Acknowledgement

Representing the Buyer:

Brokerage: _____

Representative: _____

Phone: _____

Email: _____

Representing the Seller:

Brokerage: _____

Representative: _____

Phone: _____

Email: _____

In providing Trading Services to the Buyer, the Buyer's brokerage is representing:

- (a) only the Buyer and does not represent the Seller
(b) both parties with the informed consent of each other:
(c)

Initials: (Buyer's brokerage representative)
 Initials: (Buyer)
 Initials: (Buyer)

In providing Trading Services to the Seller, the Seller's brokerage is representing:

- (a) only the Seller and does not represent the Buyer
(b) both parties with the informed consent of each other:
(c)

Initials: (Seller's brokerage representative)
 Initials: (Seller)
 Initials: (Seller)

Brokerage Disclosure of Self-Dealing, Related Parties, and Inducements

~~4-~~The following disclosures and/or inducements are made by the brokerages or their representatives in accordance with section 30 of *The Real Estate Services Act* and sections 4.7 and 4.14 of the Regulations:

By the Buyer's Brokerage or Representative:

By the Seller's Brokerage or Representative:

Buyer's Brokerage Representative:

Name: _____

Signature: _____

(All disclosures required of the Buyer's brokerage have been made above)

Seller's Brokerage Representative:

Name: _____

Signature: _____

(All disclosures required by the Seller's brokerage have been made above)

Submission of Offer from the Buyer to the Seller:

1. The Parties

<p>The Buyer</p> <p>Name of Buyer: _____</p> <p>Name of Buyer: _____</p>	<p>The Seller</p> <p>Name: of Seller _____</p> <p>Name of Seller: _____</p>
--	---

For the purpose of section 48 of *The Condominium Act*, the Buyer to whom the Seller is to give disclosure documents and a notice of any material change, and who is authorized to exercise the right to cancel the agreement of purchase and sale under section 54 of *The Condominium Act*, and who is authorized to make the statutory declaration under section 57 of *The Condominium Act* shall be:

(If no name is indicated, the first Buyer named above is the person designated.)

2. The Unit

<p>Civic address: _____</p> <p>Legal description: _____</p>	<p>Unit No. _____ (the "Unit") of the condominium project known as _____ (the "Condominium Project"),</p> <p>Condominium Corporation No. _____ (the "Condominium Corporation"),</p>
<p>Ownership in Common Elements:</p>	<p>An undivided _____ % share in the common elements of the Condominium Project appurtenant to the Unit;</p>
<p>The Exclusive Use Common Elements allocated to the Unit, if any: will be described in the Disclosure Documents to be received by the Buyer prior to the commencement of the seven day Cooling Off Period.</p>	<p>Parking stall(s) No(s) _____</p> <p>Mailbox: _____</p> <p>Locker/storage: _____</p> <p>Other: _____</p>

~~The Seller has not been informed by the Condominium Corporation that a special assessment has been approved and will be payable at a later date. The Seller has been informed by or on behalf of the Condominium Corporation that the following special assessments have been approved and are payable at a later date:~~

~~Amount: \$ _____ Due Date: _____~~

Excluded fixtures: _____

Included chattels: _____

3. Possession Date, Occupancy, and Closing

This transaction shall be completed and possession of the Unit shall be given by 6:00pm on:

Date: the _____ day of _____, 20____ (the "Possession Date")
Possession Date: _____, 20____ (the "Possession Date")

~~By the Possession Date~~ The Unit will be vacant of persons, and the Unit and any locker or storage facilities associated with the Unit will be vacant of any non-included chattels or fixtures, ~~by the Possession Date~~, unless specified as follows ~~stated below~~:

No person will have an existing tenured right to occupy or purchase the Unit, or will have a right of first refusal to rent or purchase the Unit, by the Possession Date, unless stated below:

4. Purchase Price

Purchase Price: \$ _____

A portion of the Purchase Price ~~may~~ will be paid from the proceeds of a new mortgage. Yes No

If yes, the approximate amount to be paid from the proceeds of a new mortgage is: \$ _____

The Buyer will assume all or part of the Seller's existing mortgage. Yes No

Other: _____

5. Deposit

- 1. Delivered with this Offer: \$ _____
- 2. To be delivered by: _____ \$ _____
- 3. Other: _____ \$ _____

Method of Deposit delivery: cash. wire transfer money order electronic funds transfer cheque certified cheque other_

6. ~~Unit~~ Property Disclosure Statement

- 1. The Seller shall complete a Property Disclosure Statement in the prescribed form and deliver it to the Buyer. Upon the Buyer's review and approval, the Property Disclosure Statement shall form part of this contract. (If this box is checked, Section 8.1. (a) must also be completed.)
- 2. The Property Condition Disclosure Statement previously completed by the Seller and attached as Schedule "B" (see Section 10.2.(b) below) forms part of this contract
- 3. The Seller is not required to provide a ~~Condominium Unit Property Condition~~ Disclosure Statement. (Check only one box. If no box is checked, box 3. shall apply.)

7. Conditions

1. Buyer's Conditions: This contract will terminate unless the following conditions that benefit the Buyer are fulfilled or waived by the Buyer

- (a) By _____ a.m./p.m. on the _____ day of _____, 20____ the Buyer receives and approves the Seller's Property Disclosure Statement in the prescribed form.
- (b) By _____ a.m./p.m. on the _____ day of _____, 20____ the Buyer obtains approval for a mortgage in the approximate amount of \$ _____
- (c) By _____ a.m./p.m. on the _____ day of _____, 20____ the Buyer obtains and approves an independent unit/property condition inspection report.

(If a due date is not inserted in any of the above conditions, the condition does not form part of this contract.)

- (d) Other Conditions: (Set out the details of other conditions below. Insert a Schedule "A" and check the applicable box in Section 11.2. if more space is required)

2. Seller's Conditions: This contract will terminate unless the following conditions that benefit the Seller are fulfilled or waived by the Seller. (Set out the details of any conditions below. Insert a Schedule "A" and check the applicable box in Section 10.2. if more space is required):

8. Permitted Title Encumbrances

Any encumbrance registered against the title to the Unit or interest in land that is not one of the "Permitted Title Encumbrances" in Section 8 of PART TWO must be discharged or satisfied by the Seller, unless it is specified below:

9. Seller's Representations and Warranties

1. ~~The additions, deletions or amendments to the representations and warranties in section 9 of PART TWO are:~~
~~To Be Excluded: The following representations and warranties of the Seller that are described in Section 9 of PART TWO are excluded from this contract:~~

- (a) _____
- (b) _____
- (c) _____

2. ~~To Be Added: The following representations and warranties of the Seller are added to Section 9 of PART TWO of this contract:~~

- (a) _____
- (b) _____
- (c) _____

10. Additional Terms

1. Additional Terms: The following terms are added to this contract:
(Set out the details of any additional terms below, including any amendments to the existing terms contained in Section 10 of PART TWO. Insert a Schedule "A" and check the applicable box in Section 10.2. below if more space is required):

- (a) _____
- (b) _____
- (c) _____

2. Additional Schedules: The following schedules which contain additional terms, conditions, and/or amendments are included in the contract:

(If a schedule is to be included, check the appropriate box below and attach the respective schedule.)

(a) Schedule "A" Additional Terms and/or Conditions

(b) Schedule "B" Property ~~Condition~~-Disclosure Statement

(c) Schedule "C" Assumption of Mortgage(s) Schedule

(d) Schedule "D" Other: _____

11. Submission of Offer

This Offer is submitted by the Buyer and is open for acceptance by the Seller until _____ a.m./p.m. on _____, 20__.

Signed and dated at _____ a.m./p.m. on _____, 20__.

Buyer

Buyer

Buyer's address:

After PART ONE is signed by the Buyer, PART TWO must also be signed by the Buyer; and if more than one Buyer, then by each of those described as the Buyer.

Draft

Seller's Response to the Offer:

12. Seller's Homesteads Act Statement

1. The Unit is not homestead within the meaning of *The Homesteads Act*.
2. The Unit is homestead within the meaning of *The Homesteads Act*, and the title to the Unit is registered in the names of both spouses or common-law partners, and each are identified as the Seller, and no other person has homestead rights in the Property.
3. The Unit is homestead within the meaning of *The Homesteads Act* but the title to the Unit is not registered in the names of both spouses or common-law partners. The name of the spouse or common-law partner whose name is not on the title to the Unit is:

(The Seller must check the statement that applies. If 3. applies, a Consent to Disposition of Homestead and

Acknowledgment in the prescribed form is required from the spouse or common-law partner whose name is not on the title to the Unit.)

13. Seller's Residency Statement

1. The Seller will be a resident of Canada within the meaning of the *Income Tax Act* on the Possession Date.
2. The Seller will not be a resident of Canada within the meaning of the *Income Tax Act* on the Possession Date.
(The Seller must check the statement that applies. If there is more than one Seller and the applicable statement is not the same for each Seller, an explanation must be provided here.)

14. Seller's Commission Obligation

The Seller agrees to pay a commission to the brokerage representing the Seller of

1. _____ per cent of the Purchase Price or

2. the specified sum of ₹ \$ _____ or;

3. _____

plus applicable taxes, upon the completion of the transaction.

15. Seller's Acceptance

1. The Seller accepts this Offer.
2. The Seller rejects this Offer.
3. The Seller accepts this Offer subject to the following counter-offer which will be open for written acceptance by the Buyer until _____ a.m./p.m. on _____, 20__.
(The Seller is to specify the statement that applies. If no box is checked the statement in 2. shall apply)

If box 3. is checked the Seller's counter-offer is as follows:

(Insert a schedule if more space is required)

Signed and dated at _____ a.m./p.m. on _____, 20__.

Seller

Seller

Seller's address:

After this section of PART ONE is signed by the Seller, PART TWO must also be signed by the Seller, and if more than one Seller, then by each of those described as the Seller.

16. Buyer's Response to Seller's Counter-Offer

(This section only applies if the Seller makes a counter-offer to the Buyer.)

- 1. The Buyer accepts the Seller's counter-offer.
- 2. The Buyer rejects the Seller's counter-offer.

(The Buyer is to specify the statement that applies. If no box is checked the statement in 2. shall apply to any counter-offer.)

Signed and dated at _____ a.m./p.m. on _____, 20__.

Buyer

Buyer

17. Brokerage Receipt for Cash Deposit and Undertaking to Pay or Deliver

Name of the Buyer's Brokerage:

_____ hereby acknowledges receipt of the above cash deposit and undertakes to pay it over to the Seller's brokerage on the next business day following the acceptance of this offer.

(This undertaking will not apply if the receipt is given by the brokerage representing the Seller.)

(Signature of Brokerage Representative)

18. Conveyancing Information and Direction

Name of Buyer's solicitor: _____
Firm: _____
Address: _____
Phone: _____
Email: _____

Name of Seller's solicitor: _____
Firm: _____
Address: _____
Phone: _____
Email: _____

CONDOMINIUM OFFER TO PURCHASE CONTRACT
PART TWO of Two Parts

This form of contract is prescribed under *The Real Estate Services Act* for a completed unit in a completed condominium project under *The Condominium Act*. Each Section in this PART TWO refers to the section with the same number in PART ONE.

Submission of Offer from the Buyer to the Seller

1. The Parties

The Buyer confirms that the name and address inserted in PART ONE is consistent with their current government issued identification, unless otherwise stated.

2. The Unit

Subject to the provisions of the condominium declaration and plan registered at the land titles office, the Unit includes all fixtures associated with the Unit such as electrical, mechanical and plumbing systems, built-in appliances, fitted floor coverings, curtain rods, drapery tracks, screen and storm windows and doors, ~~attached telecommunication and internet equipment and any affixed television and audio mounts as are now in the Unit~~ (the "Fixtures"), and all other improvements associated with the Unit.

If the Unit is a bare land condominium unit, there shall be included with the Unit all buildings located on the land forming part of the Unit.

The Included Chattels which the Buyer agrees to purchase, and the Seller agrees to sell, and the Excluded Fixtures which are not included in this transaction, are specified in Section 2 of PART ONE.

By the Possession Date the Included Chattels shall remain in the Unit while all other goods, chattels and non-included fixtures shall be removed from the Unit and any appurtenant locker or storage area.

3. Possession Date, Occupancy and Closing

By the Possession Date the Unit shall be vacant of any occupancy, and no person will have the right to occupy, rent or purchase the Unit unless otherwise stated in section 3 of PART ONE.

The Buyer acknowledges that if any other person has the right to occupy or rent the Unit, or with that right recently vacated the Unit for the completion of a renovation, they may have certain rights of first refusal, continued occupancy, notice to vacate, and other rights under *The Condominium Act* and *The Residential Tenancies Act*.

The Buyer and the Seller shall have until ~~65:00~~ 6:00 p.m. on the Possession Date to complete the closing of this transaction. Subject to the approval of trust conditions exchanged between their solicitors, the transaction shall be deemed to have closed when the solicitors confirm completion ~~(the "Time of Closing")~~.

The Purchase Price must be fully paid or credited by the ~~Possession Date~~ ~~Time of Closing~~. However, if it is specified in Section 4 of PART ONE that part of the Purchase Price is to be paid from mortgage funds, and the receipt of those funds is delayed, the Buyer may extend the time for payment of those funds for up to seven calendar days following the Possession Date under the following conditions:

- a) the Buyer shall pay interest to the Seller on the unpaid funds, commencing ~~the day following from and including~~ the Possession Date, to and including the day the funds are paid, at the bank rate of the Bank of Canada in effect on the Possession Date plus seven per cent;
- b) the Buyer shall pay the Seller's costs, being provable ~~expenses~~ ~~financial losses~~ incurred by the Seller as a result of the delay;
- c) The Seller will have a lien or charge on the Unit for the unpaid portion of the Purchase Price, interest, and costs; and
- d) the Seller will not be obligated to grant possession of the Unit to the Buyer until the balance of the Purchase Price, interest, and costs are fully paid, but if granted, no alterations or renovations shall be made to the Unit until payment is complete.

By the Time of Closing time of completion of the transaction on the Possession Date the Seller shall provide the Buyer with sufficient keys or access codes to gain entry and possession, and shall leave within the Unit, all other keys, garage door openers and remotes, and all municipal garbage and recycling bins associated with the Unit, if any.

4. Purchase Price

If the Buyer is assuming all or part of the Seller's existing mortgage, an Assumption of Mortgage(s) Schedule in the prescribed form shall be completed and attached as Schedule "C" referred to in Section 10.2.(c) of PART ONE.

Adjustment to the Purchase Price for the Seller's property taxes, monthly contributions to the common expense fund and the reserve fund, and any other adjustments shall be made as of the Possession Date, with the adjusted items being the Buyer's responsibility for the entire day of the Possession Date.

5. Deposit

Should the Buyer fail to deliver an agreed-upon deposit, or should any form of deposit be dishonored by the financial institution upon which it is drawn, the Seller may terminate this contract if the Buyer remains in default of the payment due after receiving at least 24 hours' written notice from the Seller of the pending termination. If this contract has not been terminated by such written notice, the Seller's option to so terminate will expire if the deposit is delivered by a guaranteed form of payment, or when the Seller accepts the deposit, even if late. The acceptance of a late deposit shall be deemed to have occurred when written notice of acceptance is given by the Seller to the Buyer, or when the payment is deposited by the Seller's brokerage, whichever occurs first.

Any deposit received shall be returned to the Buyer if this Offer is not accepted. If this Offer is accepted but is then terminated because a condition specified in Section 6 of PART ONE is not fulfilled or is waived, subject to the Buyer complying with Section 7(a) and (e) of this PART TWO, the deposit shall be returned to the Buyer. Otherwise, subject to Section 10(c) of this PART TWO, any deposit received shall be held in trust for both parties by the Seller's brokerage to form part of the Purchase Price to be paid or credited to the Seller when the Seller's obligations are completed.

6. Unit Property Disclosure Statement

If a Property Disclosure Statement is identified as a condition in Section 7.1.(a) of PART ONE, the Seller agrees to deliver the Seller's completed Property Disclosure Statement upon acceptance of this Offer

If a Property Disclosure Statement is provided, the Seller shall ensure that all questions are answered completely and accurately, to the best of the Seller's knowledge as of the date of the statement, with complete and accurate explanations given in the spaces provided wherever required. If between the date of the statement and the completion of this transaction on the Possession Date the Seller becomes aware of circumstances that change the completeness or accuracy of any statement made, the Seller shall promptly provide details of the change to the Buyer.

7. Conditions

If any conditions are specified in PART ONE, then the following shall apply:

- a) The party benefitting from a condition shall exercise good faith and make an honest effort to fulfill the condition.
- b) If ~~an~~ appraisals or inspections ~~are of the Unit is~~ required to fulfill a condition, the Seller shall ensure that all areas of the Unit are available for inspection, and shall allow access to the Unit for ~~those~~ purposes upon reasonable notice from the Buyer.
- c) Upon fulfillment or waiver of a condition, the party benefitting from the condition shall give written notice of the fulfillment or waiver to the other party before the expiry of the time within which the condition is to be fulfilled or waived.
- d) If written notice of fulfillment, waiver, or non-fulfillment of a condition is not given by the benefitting party to the other party before the expiry of the time within which the condition is to be fulfilled or waived, the condition will be deemed to have not been fulfilled or waived.
- e) At the request of the other party, the party benefitting from ~~at the~~ condition that is not fulfilled or waived shall provide the other party with evidence to demonstrate that a written explanation and available supporting

~~documentation as to the reason(s), after making an honest effort was made to fulfill the condition, -the condition was not fulfilled, such as a letter declining financing, if the condition relates to financing.~~

- f) A written notice with respect to a condition for the benefit of the Buyer may be given by the Buyer or the Buyer's solicitor to either the Seller, the brokerage representing the Seller, or the Seller's solicitor, and a written notice with respect to any condition for the benefit of the Seller may be given by the Seller or the Seller's solicitor to the Buyer, the brokerage representing the Buyer, or the Buyer's solicitor.

8. Permitted Title Encumbrances

The Seller agrees that at the ~~Possession Date~~Time of Closing the title to the Unit and any appurtenant interest in the common elements shall not be subject to any mortgage, judgement, claim, builder's lien, or other encumbrance or interest in land which is valid or enforceable against the title to the Unit, except for the following encumbrances which will be permitted (the "Permitted Encumbrances"):

- a) any mortgage the Buyer has agreed to assume as part of the Purchase Price;
- b) any mortgage or financial charges the Seller's solicitor undertakes to discharge from the sale proceeds;
- c) any registered building, development, or use restriction with which the Unit or its use complies;
- d) any easement created by the condominium declaration, the condominium plans, the condominium bylaws, any condominium project rules and *The Condominium Act*.
- e) any easement for a public utility or telecommunication line, drainage ditch or swale, storm or sanitary sewer line, or other public easement for services which do not materially affect the use of the Unit;
- f) any private easement, the use or existence of which is apparent on inspection of the Unit; and
- g) any registration which may be caused by the Buyer.

Any other encumbrance that is registered against the title to the Unit that is not within the above category of Permitted Encumbrances, and which the Buyer agrees the Seller is not required to discharge must be specified in Section 8 of PART ONE.

9. Seller's Representations and Warranties

The Seller represents and warrants the following, unless excluded in Section 9 of PART ONE:

- a) if the Unit is a bare land condominium Unit, the Unit is free from any encroachments by adjoining structures and improvements; and structures and improvements on the Unit do not encroach beyond the limits of the Unit, or onto any public easements or services;
- ~~b)~~ the Unit and its current use within the condominium project complies with all zoning regulations applicable to the Unit and any registered private or public building or use restriction registered against the title to the Unit;
- ~~b)c)~~ all required permits for improvements made to the Unit during the Seller's ownership were obtained and satisfied, and the Seller is unaware of any improvements made outside of the current ownership for which required permits were not obtained;
- ~~c)d)~~ all material latent defects in the Unit, namely defects that are not readily visible upon personal inspection but are known to the Seller, and which render the Unit unfit or unsafe to occupy for residential use without remediation, have been disclosed in writing to the Buyer by the Seller.
- ~~d)e)~~ subject to subsection (~~ge~~), and unless otherwise specified, the Unit and Included Chattels will be in substantially the same condition on the Possession Date~~at the Time of Closing~~ as when this contract was entered into;
- ~~e)f)~~ unless otherwise disclosed in this contract, which includes any pProperty dDisclosure sStatement that forms part of this contract, any Fixtures and Included Chattels that have electrical, mechanical, plumbing, heating or air exchange or conditioning components, shall be in proper working order;

f)g) the Seller is the registered and beneficial owner of, and has the legal right to sell the Unit, the appurtenant interest in the common elements, the Fixtures, and the Included Chattels; In the event any fixtures or included chattels are subject to a rental or financing contract the Seller shall purchase the rental or pay out the financing contract;

g)h) the sale of the Unit, the appurtenant interest in the common elements, and the Included Chattels is fully exempt from the payment of the Goods and Services Tax as prescribed under the *Excise Tax Act* (Canada); or if any part of this transaction is not fully exempt, the Purchase Price includes the applicable Goods and Services Tax;

h)i) except for this contract, there is no other agreement or option for the purchase, sale or lease of the Unit and the appurtenant interest in the common elements, or any other agreement creating an interest in the Unit, the appurtenant interest in the common elements or the Included Chattels except as may be specified in Section 8 of PART ONE; and

i)j) these representations and warranties are made as of, and will be true as at, the Possession Date/Time of Closing.

10. Additional Terms

The following additional terms apply:

- a) The only amendments, deletions, and additional terms made or added to this contract are those specified in Section 10 or elsewhere in PART ONE, or within any Schedule added to form part of this contract;
- b) If there is any conflict or discrepancy between any provisions contained or referenced within PART ONE and any provision set out in this PART TWO, the provision contained or referenced within PART ONE shall supersede the provision set out in this PART TWO to the extent of such conflict or discrepancy.
- c) If either party is in breach of their obligations herein, the other party shall be entitled to exercise whatever remedies they may have by virtue of the default. If the defaulting party is the Buyer, the Seller shall be entitled to retain any deposit delivered as the Seller's own property, and retaining any deposit shall not itself constitute a termination of this contract nor shall it restrict the Seller from exercising any other remedies which the Seller may have by virtue of the Buyer's default, including the right to claim damages from the Buyer which the Seller sustains in excess of any deposit;
- d) The risk of loss or damage to the Unit, the common elements appurtenant to the Unit, and Included Chattels will remain with the Seller until the completion of the transaction on the Possession Date/Time of Closing, during which time the Seller shall maintain the Seller's existing insurance policy on the Unit, if any. The Seller shall hold any such insurance policy, and the proceeds thereof, including any proceeds the Seller may be entitled to in relation to any insurance policy held by the condominium corporation, in trust for the Seller and the Buyer, as their interests may appear. If after the formation of this contract any part of the Unit, the common elements appurtenant to the Unit or the Included Chattels suffer substantial damage which materially affects their use or value, and the damage is not repaired before the Possession Date to substantially the same condition it was in prior to the damage occurring, the Seller shall provide the Buyer with an opportunity to have a pre-closing inspection to assess the damage and consider remediation options. If a remediation plan is not agreed upon by the Possession Date/Time of Closing, the Buyer may terminate this contract and have all monies paid returned, may accept the Unit, the common elements appurtenant to the Unit or the Included Chattels, as the case may be, in its damaged condition and complete the transaction, or may accept the proceeds of the Seller's insurance policy, including any proceeds the Seller may be entitled to in relation to any insurance policy held by the condominium corporation, and complete this transaction.
- e) This contract contains all of the promises, agreements, representations, warranties, and terms between the Buyer and the Seller relating to this transaction, and
 - i. anything not included in writing in this contract will have no force or effect;
 - ii. any amendment made to this contract will have no force or effect unless it is in writing and signed by each of the Buyer and the Seller hereto; and
 - iii. in making this Offer, the Buyer relies only on the Buyer's personal inspection of the Unit and the Seller's representations contained in this contract.

- f) The Buyer and the Seller consent to the collection, use and disclosure of the Personal Information, as defined below, regarding the Property and this transaction by the respective brokerages, if any, for reporting, appraisal and statistical purposes. If the Property is listed on the Multiple Listing Service® of a real estate board or association, the Seller and the Buyer consent to the collection, use, disclosure and retention of such Personal Information by Authorized Parties, as defined below, for the purposes of (a) displaying Personal Information regarding the Property in a virtual office website; (b) compiling, using and analyzing current and historical information on sales and property prices, including for the purposes of preparing comparable market analyses, and (c) otherwise retaining, publishing or making such use of the information for display on REALTOR.ca. For the purpose of this consent, "Personal Information" means information related to the purchase and sale of the Property, including the purchase price of the Property, the date of this contract and details of the Property but does not include any other personal information relating to the Seller and the Buyer; and "Authorized Parties" means (i) the Canadian Real Estate Association, for the purpose of maintaining REALTOR.ca, (ii) the Manitoba Real Estate Association, the Winnipeg Regional Real Estate Board and the Brandon Area Realtors and their respective members; and (iii) regulatory bodies.
- g) Any reference to the Seller and the Buyer or a brokerage and its representatives includes the singular and the plural.
- h) The laws of Manitoba, and Manitoba time, applies to this contract.
- i) Time shall in all respects be of the essence with respect to this contract.
- j) Unless otherwise agreed, the Buyer may assign this contract to another party, or nominate another party to take title to the Unit with the Buyer, or on behalf of the Buyer; it being agreed that in any such event the Buyer will not be released from any of the Buyer's obligations arising from this contract;
- k) The Seller agrees to sign any further document reasonable required by the Buyer's mortgage lender to add, replace, or remove a party to the transaction, it being agreed that in any such event the Buyer will not be released from any of the Buyer's obligations arising from this contract;
- l) In completing this transaction, the solicitors for the parties may, upon agreement with each other, exchange trust conditions and undertakings to carry out the intentions of the Buyer and the Seller.

11. Submission of Offer

- (a) The Buyer authorizes and directs the representative of the Buyer's brokerage to promptly communicate and deliver a copy of this Offer to the Seller or to the Seller's brokerage representative.
- (b) This Offer, its acceptance, and any notice required to be delivered to either party may be signed and delivered in accordance with Part 3 of *The Electronic Commerce and Information Act*, or may be signed in person, and delivered in person or transmitted by electronic means, and that manner of signature, or transmission of a signature, including an electronic signature in relation to any offer, acceptance, or notice, shall be treated as an original signature.
- (c) **BUYER'S RIGHT TO CANCEL:** In signing this Offer, the Buyer acknowledges that *The Condominium Act* provides that the Buyer may cancel the agreement at any time up to midnight on the 7th day after the day the agreement of purchase and sale is entered into by the Seller and Buyer or the Seller has complied with section 51 of *The Condominium Act*, whichever is later. (If the last day to cancel falls on Saturday, Sunday or a holiday, the cooling-off period ends on that day unless the holiday is Remembrance Day.) To cancel the agreement, the Buyer shall within the time period either
 - (i.) give written notice of the cancellation to the Seller or the Seller's agent; or
 - (ii.) send a written notice of cancellation by registered mail, e-mail, fax or any other method that provides proof that it was sent to the address or fax number given by the Seller or the Seller's brokerage or representative for this purpose.
- (d) **MATERIAL CHANGE:** In signing this Offer, the Buyer acknowledges that *The Condominium Act* provides that the Buyer may cancel the agreement if a material change as defined in section 47(2) of *The Condominium Act* occurs in relation to the agreement. The time period for cancelling the agreement depends on whether the seller gives the Buyer notice of the material change.
 - (i.) If the Buyer has been given notice of the material change, the Buyer may cancel the agreement up to midnight on the 7th day after the day the Seller gave the Buyer the notice or before the Buyer receives possession of the Unit whichever is earlier.

- (ii.) If the Buyer has not been given notice of the material change, the Buyer may cancel the agreement at any time after the end of the cooling-off period described in subsection 47(1) of *The Condominium Act* and before being given possession of the Unit.

To cancel the agreement, the Buyer shall within the time period either;

- (i.) give written notice of the cancellation to the Seller or the Seller's brokerage or representative; or
- (ii.) send a written notice of cancellation by registered mail, e-mail, fax or any other method that provides proof that it was sent to the address or fax number given by the Seller or the Seller's brokerage or representative for this purpose. If the last day to cancel falls on Saturday, Sunday or a holiday, the cancellation period ends on that day unless the holiday is Remembrance Day.

If the Buyer is cancelling the agreement because of a material change and the Seller did not notify the Buyer of that change, the notice of cancellation must:

- (i.) state the Buyer is cancelling the agreement because of a material change; and
- (ii.) identify the change and explain why it is a material change.

(e) **SELLER'S RIGHT TO SEEK COURT DETERMINATION:**

In signing this Offer, the Buyer acknowledges that *The Condominium Act* permits the Seller to apply to court (within 10 days after receiving the Buyer's notice of cancellation) for a determination that the Buyer did not have the right to cancel the agreement.

(f) **ADVICE TO BUYER TO OBTAIN A STATUS CERTIFICATE FROM THE CONDOMINIUM CORPORATION:**

In signing this offer, the Buyer acknowledges that the Buyer has been advised that the buyer should request a status certificate from the condominium corporation, as provided in section 65 (1) of *The Condominium Act*, before the completion of closing the transaction on the Possession Date.

(g) **STATUTORY DECLARATION TO BE REQUIRED**

The Condominium Act provides that a transfer of the Unit may not be registered in the land titles office unless it is accompanied by a statutory declaration from the Seller as to the Seller's compliance with section 51 of *The Condominium Act* (document delivery and expiry of the cooling-off period) and a statutory declaration from the Buyer that this agreement of purchase and sale has not been cancelled within a cooling-off period.

12. Seller's Homestead Act Statement

The Seller represents and warrants that any homestead rights in the Unit have been correctly identified in PART ONE. If the Unit is homestead and a spouse or common-law partner is not registered on the title to the Unit, the Seller must promptly provide the Buyer with a Consent to Disposition of Homestead and Acknowledgment completed by their spouse or common-law partner in the prescribed form.

13. Seller's Residency Statement

The Seller shall provide the Buyer with a statutory declaration of residency ~~by the Time of Closing~~ stating that, as at the Possession Date, the Seller, or each Seller if more than one, will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada). **If the Seller, or any Seller if more than one, will be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) as at the Possession Date, the non-resident Seller will provide a Compliance Certificate as required by section 116 of the *Income Tax Act* (Canada).**

14. Seller's Commission Obligations

The parties acknowledge that upon acceptance of this Offer the respective brokerage is required to specify the total amount of any remuneration payable to the brokerage as either a percentage of the trade, or a fixed amount, agreed upon before the formation of this contract. That amount is specified in PART ONE. The Seller authorizes the brokerage holding the deposit to retain and apply the deposit to pay the commission from it on completion the transaction and directs the Seller's solicitor to pay the unpaid balance of the commission, if any, from the sale proceeds.

15. Seller's Acceptance

The Seller authorizes and directs the representative of the Seller's brokerage to promptly communicate and deliver a copy of the Seller's written response to this offer to the Buyer, or to the Buyer's brokerage representative.

16. Buyer's Response to Seller's Counteroffer

This Section is applicable only if the Seller makes a counteroffer to the Buyer.

17. Brokerage Receipt for Cash Deposit and Undertaking to Pay or Deliver

If the deposit payment is by cash, the payment shall be made to the brokerage representing the Buyer, to be delivered to the brokerage representing the Seller upon the acceptance of this Offer. If the deposit payment is by cheque, certified cheque, or bank draft, the payment is to be delivered to the brokerage representing the Seller, unless otherwise noted.

18. Conveyancing Information and Direction

The Buyer and the Seller direct their respective brokerages to deliver a copy of this contract to their respective solicitors and authorize their respective brokerages and their solicitors to pay and deliver to the other party's solicitor any money and documents due ~~on closing~~, including by way of electronic transfer of funds and, to the extent permitted by the Land Titles Office, electronic transmission of conveyancing documents due ~~by the Time of Closing~~.

19. The Binding Nature of this Contact

This contract shall be binding upon and shall enure to the benefit of the Seller and the Buyer and each of their respective heirs, executors, administrators, successors, and assigns.

This Offer, upon acceptance, becomes legally binding. Read all of PART ONE and PART TWO before you sign it. The parties are advised to seek professional advice if they have any questions regarding the Unit, or any questions or concerns regarding any terms, conditions, promises, representations, or warranties contained within this contract.

Buyer

Seller

Buyer

Seller

Whenever PART ONE is signed by a party, PART TWO must also be signed by that party, and if more than one in a party, then by each of them.

CONDOMINIUM OFFER TO PURCHASE CONTRACT

PROPERTY DISCLOSURE STATEMENT

(For Use with the Condominium Unit Offer to Purchase)

Date of Statement: _____

Address of
Condominium Unit: _____
the "Unit"

Name of the Seller making this
Statement: _____
(If more than one, name each.)

Name of the Buyer to receive this
Statement: _____
(If more than one, name each.)

Important Notes:

The Seller is not obligated to complete and provide this Property Disclosure Statement to a Buyer unless the Seller has agreed to do so as part of the contract for the purchase and sale of the Unit.

If ~~this is the Condominium~~ Property Disclosure Statement ~~is to form part of the purchase and sale, it is to be~~ referred to in Sections 6 and 7 of PART ONE and PART TWO of the ~~Residential~~ Condominium Unit Offer to Purchase contract.

The Seller is required to make true and accurate representations based on the Seller's current actual knowledge, and ~~if~~Whenever the Seller discloses that a statement is not correct ~~a problem~~ or that the Seller does not know the answer to a question, the Seller must ~~should~~ provide an explanation in the Explanations ~~details in the~~ space below ~~on the~~ last page. Each explanation must be full and complete ~~The Seller must make full disclosures. Any partial or incomplete explanation may be misleading and~~ Half-truths or partial disclosures may result in legal ~~liability~~ to the Seller.

The following table is to be completed by the Seller. "I", "you" or "my" means the Seller. The Seller must place a check mark or insert the Seller's initials in the box of the appropriate ~~correct~~ choice.

~~Unless otherwise stated, the answers and explanations given by the Seller relate to the period of time during the Seller's ownership, and not before.~~

OWNER / <u>OCCUPANCY</u>TITLE-RELATED		CORRECT	NOT CORRECT	DO NOT KNOW
1.	a. I have owned the Unit for _____ years, and I have occupied the Unit for _____ years.			

	b. I <u>have occupied the Unit for _____ years</u> am the most recent occupant of the Unit.			
	c. If I am not the most recent occupant of the Unit I have explained the details of the occupancy of the Unit in the Explanations space below.			
	<u>UNIT/ STRUCTURES</u>	<u>CORRECT</u>	<u>NOT CORRECT</u>	<u>DO NOT KNOW</u>
2.	The Unit complies with municipal and/or other regulatory requirements (such as zoning, health, occupancy, or environmental <u>protection or building permit</u> by-laws or regulations, building or fire codes, or other protection-related <u>requirements</u> codes, by-laws or regulations).			
3.	To the best of my knowledge, the Unit complied with these laws and regulations prior to my ownership. <u>The Unit complies with any building, development, zoning or use restrictions that may be registered against title to the Unit.</u>			
4.	<u>During my ownership,</u> aAny additions, alterations or upgrades made to the Unit, including structural, electrical, mechanical or plumbing, were made <u>pursuant to and in compliance with the condominium declaration and by-laws and all</u> the required building, electrical and/or plumbing permits, and with any such <u>no</u> permits being satisfied <u>remain outstanding</u> with the municipal authority.			
5.	I have not received notice of <u>any</u> local improvements that were made or approved by the local municipality that affect the Unit (including any improvements that are not yet reflected in the most recent municipal property tax bill).			
6.	To my knowledge, the Unit, or any part of it, has never been used to illegally grow <u>cannabis</u> marijuana , or produce or manufacture any illegal drug, during or prior to my ownership.			
7.	No insurer has cancelled fire insurance on the Unit or refused to issue or renew a policy of insurance on the Unit.			
	<u>LAND / STRUCTURES</u>			

8.	There is no cracking, shifting or movement of the Unit, including the foundation walls and basement floor, if any, that is not readily visible.			
9.	There has not been any flooding, or seepage <u>or infiltration of water</u> affecting any portion of the Unit (that is, into <u>the basement, other parts of or onto the Unit or into the garage or onto any low lying area of the yard</u>) from any cause or source <u>including such as rainwater, snow melt, overland flooding, plumbing system malfunction or sewerage backup or other source.</u>			
10.	There has not been any seepage or infiltration of water into or within the Unit, including the basement, if any, from any source whether rain or snow or malfunction of the water system.			
10 4.	Excluding the general condition of shingles that are readily visible, there has been no <u>There is no</u> unrepaired or incompletely repaired damage to the roof or shingles, or any roof leakage,			
	(This item does not apply if the shingles or roof do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.)			
12 1.	There is no damage to the Unit resulting from wind, fire, water <u>or</u>, moisture, insects, or rodents, <u>bats or other animals that I am aware of</u> that is not readily visible.			
12 3.	There is no <u>insect</u> infestation <u>by insects, or</u> rodents, <u>bats or other animals</u> activity affecting the Unit <u>within the past 12 months.</u>			
13 4.	There is no defect or deficiency which restricts the function of doors, windows, cabinetry, or built-ins in the Unit that is not readily visible.			
14.	There is no accumulation within any window glass that may be caused by the failure of insulated window seals. (This item does not apply to any windows that do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.)			
	<u>SYSTEMS / INCLUSIONS</u>	<u>CORRECT</u>	<u>NOT CORRECT</u>	<u>DO NOT KNOW</u>

15.	<p>There is no failure, defect, or deficiency in the operation of any on-site waste-water treatment system associated with the Unit, <u>such as a septic tank, septic field, holding tank, pump or ejection system, and the system complies or will comply with municipal or provincial regulations upon the sale of the Unit to the Buyer.</u></p> <p>(This item does not apply if the Unit is connected to a municipal wastewater utility service <u>or if the fixtures do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.</u>)</p>			
<u>16.</u>	<p><u>Any on-site waste-water treatment system, such as a septic tank, septic field, holding tank, pump or ejector system, complies, or upon completion of the transfer of the Unit to the Buyer will comply, with municipal and/or provincial regulations.</u></p> <p>(This item does not apply if the Unit is connected to a municipal wastewater utility service or if the fixtures do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.)</p>			
<u>17</u> 6.	<p><u>There is no deficiency or defect associated with the potable water source and supply system, such as bacteriological or other health related contamination risks, mechanical, plumbing and water supply or water treatment issues, or any other concerns. There is no problem with the quality, quantity, odour, water pressure or condition of the potable water source</u></p> <p>(This item does not apply if the Unit is connected to a municipal water utility service <u>or if the fixtures do not form part of the Unit or the Exclusive Use Common Elements allocated to the Unit.</u>)</p>			
SYSTEMS / INCLUSIONS				
<u>18</u> 7.	<p><u>Any fixtures or chattels that have electrical, mechanical, plumbing, heating, cooling or air exchange components. The fixtures that form part of the Unit that have electrical, mechanical, plumbing, heating or air conditioning systems and components are in proper working order.</u></p> <p>(This item only applies for any of the items that form part of the Unit or are included in the sale of the Unit.)</p>			
18.	<p>The satellite dish and related equipment, garage door including automatic openers and equipment that form part of the Unit, if any, garburator, included appliances (e.g. refrigerator, stove, freezer, washer, dryer),</p>			

	<p>hot water tank, water softener, air conditioning, security system or alarm, intercom, central vacuum, central humidifier, air and water purification equipment, telecommunication and internet equipment and any other chattel or fixture are in proper working order.</p> <p>(This item only applies for any of the above items that form part of the Unit or are included in the sale of the Unit.)</p>			
19.	<p>To my knowledge the Unit has never contained asbestos insulation <u>in the walls, ceiling or around heating pipes</u>, radon gas above federal health guidelines, lead plumbing, aluminum or knob and tube wiring, mold that is not readily visible, during or prior to my ownership.</p>			
<u>20.</u>	<p><u>There is no mold or mold-like substances within the Unit that requires remediation other than general household cleaning.</u></p>			
<u>21</u> <u>0.</u>	<p>There is no existing defect or deficiency relating to the fireplace, woodstove or related equipment, and they comply with any applicable building or fire code requirements. <u>I have never been declined</u>There has been no difficulty in obtaining fire insurance because of the fireplace or woodstove.</p> <p>Warning to Buyer: Although the Seller may be able to operate the existing wood burning equipment under their insurance policy, the Buyer's insurer might require expensive upgrades to the equipment before insuring the Unit or might require substantially higher insurance rates than those payable by the Seller.</p> <p>(This item only applies if the Unit includes a fireplace or woodstove or related equipment.)</p>			
GENERAL		<u>CORRECT</u>	<u>NOT CORRECT</u>	
<u>22</u> <u>4.</u>	<p>To my knowledge there is no defect or deficiency associated with the Unit (that has not already been disclosed in another question) that is structural in nature, may be a health or safety concern, or may render the Unit unusable for the purpose intended.</p>			
<u>23</u> <u>2.</u>	<p>To my knowledge there is no defect or deficiency to the Unit (that has not already been disclosed in another question) that is</p>			

Signature of the Seller

Seller

Seller

Acknowledgement by Buyer

The Buyer acknowledges that ~~the Buyer:~~

- ~~(a) received this Condominium Property Disclosure Statement before signing the Offer to Purchase; or~~
- ~~(b) received and approved this Condominium Property Disclosure Statement after signing the Offer to Purchase, and agrees to proceed.~~

- (a) the Buyer has either received this Property Disclosure Statement before signing the Offer to Purchase; or the Buyer has received and approved this Property Disclosure Statement after signing the Offer to Purchase;
- (b) the Buyer accepts these statements as representations by the Seller and agrees they do not constitute warranties;
- (c) although the Seller states that the Seller has been truthful as to their knowledge of the Unit, there may be defects or deficiencies the Seller is simply not knowledgeable about or aware of;
- (d) a prudent Buyer will use these statements and explanations as a starting point for the Buyer's own or additional inquiries to be made; and
- (e) the Buyer is urged to carefully inspect the Unit, and if desired, to have the Unit inspected by a qualified property inspection service of the Buyer's choice.

Date this ~~Condominium~~
Property Disclosure
Statement is signed by
the Buyer: _____

Buyer

Buyer

Topic	Summarized Comment	Response
Overall comments on Offers		
Support for updated Offers	Generally commenters were in support of the proposed updated Offers, although a few recommended that the current forms of Offers should be retained and any changes be kept to a minimum.	The current forms of offers are over 20 years old and require updating to reflect current circumstances.
Design of Offers	Two commenters commented on the overall look of the Offers, that they looked “unsophisticated” and “not professional”	The intention is that the final form of the Offers will be prepared with the help of a graphic designer.
Division of Offers into two parts	There were few comments on the Offers being broken into two parts. However two commenters stated: <ul style="list-style-type: none"> • breaking the Offers into two parts is confusing • dividing the offers into a Part One and Part Two is cumbersome; each section of the offer should contain all relevant statements in one place. 	The intention is to have all items that require information to be completed in Part One, with Part Two being static. The assumption is that this will be easier to complete than having blank spaces spread across the document, with the possibility that items will be missed.
Application of Offer	One commenter asked what the definition of a residential property is, which is the trigger for the requirement to use the prescribed form.	The current terminology has been in place for decades and has not been a problem.
Representations and warranties and the doctrine of merger on closing	Commenters had mixed views on how the Offers should deal with representations and warranties and whether representations should merge on closing, including: <ul style="list-style-type: none"> • representations and warranties in the Offers should not be expanded and that any changes should be the responsibility of the Legislature • the Offers should contain an express statement as to whether or not representations merge on closing • instead of being silent on whether representations merge on closing the focus should be on encouraging Buyers to understand the risks involved in buying a property and conducting appropriate investigations. 	<p>We disagree.</p> <p>We disagree.</p> <p>Language has been added to the property condition disclosure statements to this effect.</p>

Execution and witnessing	<p>Two comments asked:</p> <ul style="list-style-type: none"> • why were the lines for a witness to the Offer taken out? • is there going to be a place for both Buyer and Seller to initial the bottom of each page in Part Two? 	<p>The legislation does not require a witness and requiring one is difficult when offers are completed electronically.</p> <p>Parties can initial each page of the document if they choose.</p>
Conveyancing practice	<p>Two commenters stated:</p> <ul style="list-style-type: none"> • new standardized trust conditions reflecting the new Offers, approved by the Law Society, should be developed • extra work that would be required of lawyers under the new Offer may result in an increase to fees charged. 	<p>We will consult with the Law Society on the next version of the revised Offers.</p> <p>No response required.</p>
<i>Comments on specific elements of Offers- comments apply to both the Single Family Residence and Condominium Offers unless noted</i>		
Part One- Brokerage Disclosure of Self-Dealing, Related Parties, and Inducements	<p>One commenter suggested that there should be some standard clauses for brokerages to reference.</p>	<p>This issue is better considered by the brokerage industry and we will discuss this with the Manitoba Real Estate Association.</p>
Part One- The Parties	<p>One commenter:</p> <ul style="list-style-type: none"> • stated that there needed to be more space to list Buyers and Sellers • asked why have the addresses of the parties been deleted? 	<p>The final form of the Offers will have more space.</p> <p>Addresses of the parties have been moved to the bottom of Part One.</p>
Part One- The Property/The Unit	<p>Several commenters stated more space was required for included and excluded chattels.</p> <p>One commenter suggested there be an explanation of what a “fixture” is.</p>	<p>The final form of the Offers will have more space.</p> <p>This concept is well understood in law but depends on the intention of the parties.</p>
(Condominium) Part One- The Unit	<p>Once commenter recommended:</p> <ul style="list-style-type: none"> • more space be added under the legal description for Condominium Corporation 	<p>Space is already included for the Condominium Corporation Number and the name of the project.</p>

	<ul style="list-style-type: none"> the reference to special assessments be deleted and replaced with wording that no special assessment payable at a later date has been approved, obligating sellers to disclose such an assessment in the rare cases this is applicable. 	Change made.
Part One- Possession Date, Occupancy and Closing	Several commenters recommended that a blank space for the time of possession on the closing date be added that parties can agree on instead of specifying it be at 5:00pm in Part Two	We believe that it is best to specify a time of closing. The default time has been changed to 6:00pm.
Part One- Purchase Price	<p>Several commenters requested more detail be sought regarding the purchase price, namely:</p> <ul style="list-style-type: none"> adding a reference to the amount of the purchase price to be paid by way of a new mortgage so that sellers have a sense of the financial strength of the buyer. adding a section on details of mortgage to be obtained. adding a breakdown of down payment, deposit and mortgage since breakdown shows buyer's intent and may affect negotiations (ie. indicate a stronger offer). 	<p>Change made.</p> <p>The details of the mortgage may change after Offer is signed and are likely not material to Seller.</p> <p>Purchase price is now broken down between amount of deposit and mortgage, with space for "other" if applicable</p>
Part One- Deposit	<p>Several commenters stated that financial institutions and the Manitoba Securities Commission do not allow electronic transfers of funds.</p> <p>Other commenters suggested:</p> <ul style="list-style-type: none"> additional guidance should be provided to industry on handling money transmitted electronically for electronic funds transfers, space should be provided to indicate how many days will be required to provide it. 	<p>Electronic transactions are not prohibited.</p> <p>Comment noted.</p> <p>It is unclear why this would be required.</p>
Part One- Property Condition Disclosure Statement	Several commenters noted there is inconsistency in the way the disclosure statements are referenced throughout the Offers.	Changes made.

	<p>One commenter suggested that the Offers need to specify time for Seller to deliver the Property Disclosure Statement</p> <p>One commenter suggested that the statement- "Check only one box. If no box checked, box 3 shall apply" – should be moved to the top of the item.</p>	<p>The key time is that by which the Buyer must receive and approve Statement.</p> <p>Unclear why this would be an improvement.</p>
Part One- Conditions	<p>One commenter stated that the amount of any mortgage should not need to be specified since this is up to Buyers and their financial institutions.</p> <p>One commenter suggested replacing the reference to "report" to "inspections and appraisals" since buyers may seek more than one kind for different areas and inspection may not result in a written document.</p>	<p>We disagree. Amount of anticipated mortgage, but not the terms, are now included in Offer.</p> <p>Change made.</p>
Part One- Seller's Representations and Warranties	<p>One commenter suggested the two subsections in section 9 be combined into a single paragraph.</p> <p>One commenter stated having the Seller insert or exclude representations and warranties essentially creates a counter offer. Instead Seller's representations and warranties should be standardized.</p> <p>One commenter asked why are there so many lines for included and excluded items.</p>	<p>Change made.</p> <p>The statements in this section would be inserted by the Buyer.</p> <p>We believe space is required.</p>
Part One- Additional Terms	<p>One commenter recommended that the Additional Schedules section be amended to add the Homestead Disclosures.</p> <p>One commenter asked whether it will be necessary to strike out references to schedules that are not included in the Offer</p> <p>One commenter suggested the Additional Terms section should be revised to remove the lettered clauses to prevent confusion with lettered clauses in the Additional Schedules section.</p> <p>One commenter recommended that more space be provided to add additional terms.</p>	<p>Offer deals with most common situations. Adding all possibilities could cause confusion.</p> <p>Offer contemplates that included schedules will be identified by a check mark.</p> <p>Change made.</p> <p>If more space is required a Schedule can be used.</p>

	One commenter suggested that instead of including so many lines for additional terms Schedule A could be used instead.	The lines are included where the additional terms are not complicated.
Part One- Submission of Offer	<p>Two commenters suggested adding more space for Buyers' signatures.</p> <p>One commenter asked why there is no longer a requirement that the signatures are witnessed</p> <p>One commenter asked whether having the buyers address here remove the obligation to have it in Section 1?</p> <p>One commenter asked that the spacing be larger for the signatures to be visible.</p> <p>One commenter asked why the Buyer's address is captured here instead of in The Parties section.</p>	<p>Final form of Offers will have more space.</p> <p>Witnessing is not required and complicates electronic offers</p> <p>That is the intention.</p> <p>Final form of offers will have more space.</p> <p>We thought the end of Part One was the most appropriate location.</p>
Part One- Seller's Homesteads Act Statements	<p>One commenter recommended that The Homestead Act statements be moved from Part Two section 12 to this section.</p> <p>One commenter asked whether this section needs to be referenced the Additional Schedules section in Part One section 10.2 or whether it is technically part of the acceptance/counter offer?</p>	<p>It is unclear that this would be an improvement.</p> <p>Currently the Homestead Act forms are not part of the prescribed Offers and would be completed separately if applicable.</p>
Part One- Seller's Residency Statement	<p>One commenter suggested that this matter should be left up to the financial or legal experts to determine.</p> <p>One commenter stated that these tax considerations will require significant training for agents.</p>	<p>We disagree.</p> <p>The non resident tax considerations are an existing issue.</p>
Part One- Seller's Commission Obligation	<p>Two commenters suggested that more space be added to allow for details that affect the payment of commission</p> <ul style="list-style-type: none"> • such as portions of the purchase price that are not included in the commission calculation • where the percentage varies based on price (eg. 1.5% on first \$x, 1% on balance). 	Additional space has been added.
Part One- Seller's Acceptance	Several commenters suggested there be more space:	

	<ul style="list-style-type: none"> • for Sellers' signatures where there are more than one • for details of a Seller's counteroffer <p>One commenter asked whether the requirement for a witness is being eliminated</p> <p>One commenter asked why the Seller's address is captured here instead of in The Parties section</p>	<p>The final form of the Offers will have more space for Sellers.</p> <p>As noted on the form, any detailed counteroffer should be set out in a schedule.</p> <p>There is no requirement for a witness and witnesses are a challenge if Offer is executed electronically.</p> <p>It is more appropriate to capture this information in this part of the Offer.</p>
Part One- Buyer's Response to Seller's Counteroffer	One commenter stated that if the Buyer is not accepting Seller's counteroffer no need for them to sign and that the deadline for acceptance of counter offer should be stated.	Asking the Seller to formally confirm the Offer is rejected could create uncertainty.
Part One- Brokerage Receipt for Cash Deposit	One commenter noted that cash deposits are very rare and could be included on a schedule.	Although rarer cash deposits are still given.
Part Two- The Parties	<p>One commenter stated that this section says that Buyer's address in Part One is correct but this has been eliminated.</p> <p>One commenter noted that government identification documents may not be consistent (ie. passport may differ from driver's licence) and that it is unclear as to how do deal with discrepancies.</p>	<p>Buyer's address is captured in the "Seller's Acceptance" section in Part One.</p> <p>This is not a new issue and does not pose a problem in practice.</p>
Part Two- The Property/The Unit	<p>Commenters recommended that:</p> <ul style="list-style-type: none"> • telecommunications and Internet equipment be removed from included fixtures since they are usually owned by the provider • "as are now on the Property" be added to exclude any later added items." 	<p>Change made.</p> <p>The Offer contemplates that Included Chattels are specifically listed.</p>

	<ul style="list-style-type: none"> • dishwashers and central vacuums should be listed as fixtures so they do not need to be listed as a chattel. • municipality provided garbage and recycling bins should be listed as included chattels. • attached shelving and wall mounted TV brackets should be listed as included fixtures 	<p>Offer includes “built in appliances”, which may capture dishwashers and central vacuums but these should be listed as included chattels to reflect intention of the parties.</p> <p>This is already captured in section 3 of Part Two, “Possession Date, Closing and Occupancy”.</p> <p>Audio and television mounts are now specifically listed.</p>
<p>Part Two- Possession Date, Occupancy and Closing"</p>	<p>Submissions commented on a number of aspects of this part of the Offers, recommending that:</p> <p><i>All cash on closing</i></p> <ul style="list-style-type: none"> • a move to all cash on closing is desirable • the current process for the payment of the purchase price with the delayed payment of mortgage proceeds not be replaced by an all cash on closing model • that the approach should be either to a "no money, no keys" approach or keep the status quo of deferred payment of mortgage proceeds and suggests considering the Alberta approach of "tenancy at will" if proceeds are delayed and also encouraging greater use of wire transfers and electronic offers. • that requirement to provide all proceeds on closing or pay interest at prime plus 7% on delayed proceeds will effectively force all Buyers to obtain title insurance, which is inappropriate. • The requirement that if proceeds are delayed the maximum period for delay is seven days creates uncertainty regarding the position of Buyers- for example, do they need to vacate property if the funds are not advanced and 	<p>Moving to an all cash on closing model incorporating scenarios where mortgage proceeds may be delayed is a reasonable compromise to shorten the time for completing residential transactions.</p> <p>Title insurance may be one option for addressing this issue but it would not be mandatory.</p> <p>The Offer contemplates that the Seller may grant occupancy, but that will be up to Sellers and their solicitors to decide in specific cases.</p>

	<p>the Seller terminates the transaction? Do they have to reimburse Sellers for costs?</p> <ul style="list-style-type: none"> • do not set out payment of the entire purchase price on closing as the default position. Instead have a menu of options, namely all closing using the conveyancing title protocol, closing using title insurance, closing with the deferred payment of mortgage proceeds as is the current general practice or all proceeds on closing, as contemplated in the draft offers. • the move to an all proceeds on closing model should be coupled with a relaxation of the mortgage execution requirements, which currently effectively require mortgage documents to be witnessed by a lawyer. • the mechanics for closing and deferred payment of mortgage proceeds are impractical for many rural transactions where title insurance may not be available or may be cost prohibitive. • parties should not be forced into a title insurance model in order to facilitate the payment of all proceeds on closing. • requiring all proceeds to be paid on closing is problematic unless mortgage lenders change their processes and realtors stop setting short closing dates and closing on weekends. • Obligation to pay entire purchase price on closing would mean possession dates could not be on weekends. • That "It is the intention of the Buyer and the Seller that" be added before the words "the Purchase Price must be fully paid or credited" in the third paragraph. <p><i>Delayed payment of mortgage proceeds</i></p> <ul style="list-style-type: none"> • the section be amended to provide that if mortgage proceeds are delayed interest 	<p>This would needlessly complicate the Offer.</p> <p>This is beyond the scope of this project.</p> <p>Title insurance would not necessarily be the only option.</p> <p>Proceeds may be paid in advance of possession to facilitate weekend possession dates.</p> <p>This is already implied.</p> <p>Change made.</p>
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	<p>starts to run only from and after the day following the Possession Date.</p> <ul style="list-style-type: none"> • the proposed approach of allowing deferred payment at prime+7% is punitive and will complicate closings and that an alternative approach of requiring all deferred proceeds to be paid within five days of closing at the same rate as the Buyer's mortgage be considered. • the obligation to pay interest on deferred proceeds paid after closing should arise only after 7 days. • requirement to pay interest of prime plus 7% on proceeds delayed after possession is too high. • "for up to seven calendar days" be replaced with "such reasonable time as may be required for the solicitor for the Buyer to requisition mortgage proceeds". • requiring all deferred mortgage proceeds to be paid within 7 days of closing could hurt younger or less established buyers. • where payment of mortgage proceeds is deferred until after closing lawyers would have to collect anticipated interest from Buyers up front, which may be a problem for some buyers. • It is unclear what would happen where payment of mortgage proceeds is deferred until after closing if the mortgage proceeds are not actually advanced. • the requirement that the Buyer pay interest to the Seller on portion of proceeds not paid on closing would complicate closings where there may be a one day delay in Buyer's lawyer transmitting money to Seller's lawyer in that interest would have to be paid. 	<p>The intention is to encourage more transactions to close without the deferred payment of proceeds and the interest rate is intended to encourage this instead of being punitive.</p> <p>This would introduce uncertainty.</p> <p>It is unclear why this would be the case.</p> <p>This is not a new issue. Buyers' solicitors already need to collect interest, albeit generally at the rate of the mortgage.</p> <p>This is not a new issue. Presumably Sellers' solicitors will continue to ask that Buyer confirm all mortgage conditions have been met to reduce risk.</p> <p>Change made. Interest starts to run from the day after closing.</p>
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	<ul style="list-style-type: none"> • It is unclear what happens if Buyer cannot obtain title insurance and how this will affect the ability of Buyer's lender to advance any mortgage proceeds within 7 days of the closing. • Any delayed mortgage proceeds should require certification by Buyer's lawyer that all conditions of mortgage have been met. • If payment of portion of purchase price is deferred Buyer should agree not to make changes to property. • Terranet should be consulted on the deferred proceeds issue regarding how quickly money can be released. • Buyer may incur significant interest penalty if mortgage proceeds are delayed for no fault of their own. <p><i>Time of closing</i></p> <ul style="list-style-type: none"> • the references to "Time of Closing" should be changed to "Possession Date" throughout. <p><i>Default time of possession</i></p> <ul style="list-style-type: none"> • 5:00pm should be deleted as the default possession time so that parties can agree on this instead. • 5:00pm as a default possession time is impractical (eg. for arranging for movers etc.) <p><i>Buyer compensating Seller if proceeds delayed</i></p> <ul style="list-style-type: none"> • clause (b) should be amended to refer to "provable expenses" instead of "provable financial losses". • the Buyer should not be responsible for Seller's provable financial losses in the case of a deferred closing. 	<p>Title insurance is not the only option.</p> <p>Presumably Sellers' lawyers will continue to ask for confirmation of this on closing.</p> <p>This should be a matter of negotiation between Buyers and Sellers.</p> <p>It is unclear how Terranet would be involved with this issue.</p> <p>This is already the case.</p> <p>Change made.</p> <p>Default time of closing has been retained but changed to 6:00pm.</p> <p>Presumably closing will take place the day before possession to address this issue.</p> <p>Change made. Buyer now responsible only for provable expenses.</p>
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	<ul style="list-style-type: none"> • paragraph 3(b) should be deleted since Seller's costs may be difficult to quantify and subject to dispute. • reference to Buyer paying Seller's provable financial losses as a result of the delay in paying deferred proceeds should be deleted on the basis that the interest payable is compensation enough. • Reference to Buyer paying Seller's provable financial losses as a result of the delay in paying deferred proceeds should be limited to a finite list of specified costs. • clause (b) should be amended to refer to "provable expenses" instead of "provable financial losses". • "Provable financial losses" payable by Buyer if proceeds are deferred as damages is unclear. <p style="text-align: center;"><i>Registration of lien by Seller if proceeds delayed</i></p> <ul style="list-style-type: none"> • unclear who pays for registering a lien and who is responsible for removing it? • a Seller's lien is onerous <p style="text-align: center;"><i>Seller granting possession</i></p> <ul style="list-style-type: none"> • provision in section 3(d) that Seller is not required to grant occupancy until full purchase price is paid should be deleted. • If payment of portion of purchase price is deferred offer should be silent as to whether Seller must grant possession to Buyer. • if there is a delay in closing how will Sellers decide whether or not to grant possession? <ul style="list-style-type: none"> • clause 3, which says Seller must provide keys by time of closing, appears to contradict previous part of section that states Seller not obligated to give possession if not paid in full. <p style="text-align: center;"><i>Holdback for deficiencies</i></p> <ul style="list-style-type: none"> • a provision should be added that 2.5% of purchase price or \$10,000, whichever is 	<p>Presumably up to Seller to decide whether to register a lien.</p> <p>This should be a matter of negotiation between the Seller and the Buyer.</p> <p>Offer states that Buyer receives keys on possession.</p> <p>This should be a matter of negotiation between the Buyer and the Seller.</p>
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	<p>greater, is held back for 96 hours to deal with deficiencies identified on closing by Buyer. If notice is given within that time, within 14 days an agreement to resolve them must be reached or the Buyer must commence an action, otherwise the holdback can be released.</p>	
Part Two- Deposit	<p>One commenter noted there is no method of service specified if the Seller elects to terminate the agreement due to Buyer's failure to pay deposit and suggested this be added.</p> <p>One commenter asked whether there has been consideration given to creating a form whereby the Seller can serve the 24 hour written notice regarding the deposit.</p> <p>One commenter suggest that a provision be added obligating the Seller to return the deposit within 10 days if the offer is not accepted or a condition is not fulfilled.</p>	<p>This is not a new issue.</p> <p>A prescribed form is not necessary for this.</p> <p>This is not a new issue. Assumption is deposit would need to be returned within a reasonable time.</p>
[Condominium] Part Two- Unit/Property Disclosure Statement	<p>One commenter stated that the terminology in section is inconsistent. Part One refers to "property condition disclosure statement" where Part One refers both to this and to "condominium unit disclosure statement").</p>	Changes made.
Part Two- Property Disclosure Statement	<p>One commenter suggest that a statement be added that Seller will provide a property disclosure statement if that is one of the conditions in Part One to impose a positive obligation on the Seller to do so.</p>	If this is a condition of an accepted Offer this is implied.
Part Two- Conditions	<p>Commenters suggested that:</p> <ul style="list-style-type: none"> • the reference to the Buyer providing written documentation that a condition could not be fulfilled be replaced with an obligation to provide written evidence to this effect (such as an invoice for an inspection as opposed to a copy of the actual report). • language be added that the Buyer or Seller's solicitor may provide confirmation that a condition has been satisfied in addition to the Buyer or Seller. • that Clause 7(e), which requires a Buyer to make an honest effort to fulfill conditions and 	<p>Change made.</p> <p>Change made.</p> <p>We disagrees. Stating this reinforces the obligation.</p>

	<p>provide documents if condition not fulfilled, should be deleted. Buyers are already under a general duty of honest performance and, in addition, this provision may obligate them to provide sensitive information. Further, if a condition is added requiring solicitor's approval, provision may violate solicitor client privilege.</p> <ul style="list-style-type: none"> • that clause 7(e), which requires a Buyer to make an honest effort to fulfill conditions and provide documents if condition not fulfilled, should make it clear what documents a Buyer must provide to confirm it could not be fulfilled. • "honest efforts" by party at fulfilling conditions is not defined but should be. • section 7(e) requiring proof that honest efforts were made to fulfill a condition should only apply to financing. • section 7(e) requiring proof that honest efforts were made to fulfill a condition is unreasonable. • aside from providing evidence of honest attempt to fulfill a condition a Buyer should not have to provide reasons why they have not fulfilled a condition. • if an inspection is a condition, what happens if portions of property (eg. attic) is not accessible? • if a condition is not met is a "condition not satisfied form" no longer required and is a letter from bank no longer required if financing not obtained? 	<p>Evidence required will depend on the nature of the condition.</p> <p>This is a determination dependent on the facts.</p> <p>We disagree.</p> <p>Offer does not require Buyers to give reasons.</p> <p>This is not a new issue. Presumably Buyer would have to decide whether partial inspection is sufficient.</p> <p>Such a form is not prescribed. Also a letter declining financing would likely demonstrate an honest effort was made.</p>
<p>[condominium] Part Two- Seller's Representations and Warranties</p>	<p>One commenter suggested adding a clause concerning compliance of the Unit with applicable zoning regulations and other items to make it consistent with the Residential Offer.</p>	<p>Change made.</p>

	<p>One commenter noted that the reference in clause (d) should be changed from (g) to (e).</p> <p>One commenter suggested that subsection 9(h) be amended to refer to Part One generally instead of referring to Section 8.</p>	<p>Change made.</p> <p>Change made.</p>
<p>[single family residence]</p> <p>Part Two- Seller's Representations and Warranties</p>	<p>One commenter noted that the reference in clause (e) should be changed from (g) to (f).</p> <p>One commenter recommended that subsection 9(i) be amended to refer to Part One generally instead of referring to Section 8.</p>	<p>Change made.</p> <p>Change made.</p>
<p>Part Two- Seller's Representations and Warranties</p>	<p>Commenters recommended that:</p> <ul style="list-style-type: none"> • clauses 9(a), (b), (c) and (d), dealing with encroachments, use, permits and material latent defects, should be qualified to limit them "to the extent of the Seller's knowledge". • clause 9(f), dealing with the Property and Included Chattels being in "proper working order", should have the word "proper" deleted. To the extent the representation can be seen as applying to the Property as a whole it should be narrowed and perhaps deleted in its entirety. • the representation that chattels are in good working order will cause chaos. Either this should be moved to a separate section that allows for more detail or it should be replaced with a condition that they are in the same condition as when viewed. Perhaps the Property Condition Disclosure Statement could have a section dealing with these items instead. • "Proper working order" in clause 9(f) should be defined. • "Proper working order" in clause 9(f) should be replaced with "working order". • the Seller's representations in Section 9 of Part Two be moved to Section 9 of Part One. • it is unclear whether under clause 9(b) the Seller is to disclose unpulled or unclosed permits if that is the case. 	<p>The representation about permits is based on knowledge. It is reasonable that the others not be qualified.</p> <p>We disagree. It is reasonable to have the Seller identify any included chattels that are not in working order. Property Disclosure Statement does have an item on this.</p> <p>These are standard representations that are properly in Part Two.</p> <p>The reasonable implication is that it would capture these.</p>

	<ul style="list-style-type: none"> • It is unclear if clause 9(g) is meant to capture rental or financing contracts for hot water tanks etc. • where permits have not been obtained or have not been closed, representations in clause 9(b) may void any claim against title insurance. • Seller's representations regarding permits, which extends to periods before ownership, is too broad and may have negative effect on Buyer's potential recovery against title insurance. • clauses 9(b) and (f) are inconsistent in that they say chattels are in the same condition as when seen and are in proper working order. • whether subsection 9(i), which indicates there are no other offers, means back up offers cannot be accepted? • regarding the GST representation, only CRA can say a property is fully exempt from GST if substantially renovated. • the statement that representations and warranties are also true on closing should be amended by adding "unless otherwise notified in writing" 	<p>The intention is that it does.</p> <p>Unclear if this is the case.</p> <p>Sellers' representation regarding permits during prior ownership is based on knowledge.</p> <p>This is not inconsistent.</p> <p>Since a back up offer would have to be contingent on the current Offer falling through it would not create an interest in the Property.</p> <p>We believe the representation is reasonable.</p> <p>This is implied.</p>
Part Two- Additional Terms	<p>Commenters commented that:</p> <ul style="list-style-type: none"> • the privacy consent in section 10(f) be revised to allow active and sold information to be displayed in additional forums, namely the Real Estate News (and website) and the real estate boards and MREA website. • listing agreements state that 50% of deposit goes to the Seller if Buyer defaults. Should that be added? 	<p>Privacy consent allows this.</p> <p>This is appropriately dealt with in the Listing Agreement instead of the Offer.</p>

	<ul style="list-style-type: none"> • Should details be added as to what happens if Seller defaults? • if there is substantial damage is there any way other than insurance (eg. a cheque) that Seller can pay Buyer? • the privacy consent is inconsistent with current Commission rules regarding sharing information. • allowing Buyers to assign the Offer without consent of Seller is unfair to Sellers. 	<p>This is already addressed in the Offer.</p> <p>This would be a matter of negotiation between the Seller and the Buyer.</p> <p>The revised privacy consent addresses the concerns raised by Commission staff.</p> <p>Sellers can prohibit assignments by the Buyer without consent by adding a provision to this effect.</p>
[condominium] Part Two- Submission of Offer	<p>One commenter commented that:</p> <ul style="list-style-type: none"> • this section should be clarified to indicate that the cooling off period begins when condominium documents are provided to Buyer • the provision dealing with Seller's right to go to court for a determination as to Buyer's right to terminate seem to conflict with absolute right of Buyer to terminate during cooling off period. 	<p>Section 11 of Part Two sets out the Buyer's rights to cancel.</p> <p>We do not believe there is a conflict here. The statutory rights are paramount.</p>
Part One- Seller's Homesteads Act Statement	<p>One commenter recommended that the Homestead Act statements be moved from Part Two section 12 to Part One</p>	<p>We disagree.</p>
Part Two- Seller's Residency Statement	<p>Commenters commented that:</p> <ul style="list-style-type: none"> • the proposed provision that simply states that Seller is not a non resident should be replaced by a representation and warranty to this effect. • the Option of Buyer paying 25% of the purchase price to CRA should be added. • Who is providing this certificate? The solicitor? Does it matter? • Who is responsible for collecting this? The lawyer? 	<p>A separate sworn statement on closing is appropriate to ensure compliance with The Income Tax Act.</p> <p>This may not provide adequate protection to the Seller.</p> <p>This is not a new issue. The Buyer or the Buyer's solicitor should obtain and provide the certificate.</p>

Part Two- Conveyancing Information and Direction	One commenter stated that the Law Society of Manitoba does not allow lawyers to accept money by electronic transfer.	This is not our understanding.
<i>Comments on specific elements of Property Disclosure Statements- comments apply to both the Single Family Residence and Condominium versions unless noted</i>		
Important Notes	<p>Commenters recommended that:</p> <ul style="list-style-type: none"> • it be stated that the Property Disclosure Statement is not intended to be a warranty on the part of the Seller • it be stated that the Seller is required to make true and accurate statements based on current actual knowledge • the wording of the questions prompt explanations as to what Seller is and is not aware of • the Do Not Know column be removed. • it should be further clarified where Sellers are commenting on items during their current ownership and what happened during previous ownership • responses should be expanded to "Yes", "No", "Do Not Know" and "Not Applicable". • It be made clear that completing a Property Condition Disclosure Statement is not mandatory for Sellers • the preamble should indicate that "while Seller is required to give true and accurate responses based on his or her knowledge, the responses cannot constitute warranties as to the actual condition of the property". 	<p>Change made.</p> <p>Change made.</p> <p>Change made.</p> <p>We believe it is appropriate to retain this option.</p> <p>Change made.</p> <p>This would be confusing.</p> <p>Change made.</p> <p>Language confirming representations are not warranties has been added to the Buyer's acknowledgement at end of statement.</p>
[condominium] Important Notes	One commenter noted that some of the references here and in the Offers are inconsistent, (ie. the Offer refers to it as the "condominium unit disclosure statement").	Change made.
Owner/Title Related	<p>Commenters commented:</p> <ul style="list-style-type: none"> • the Owner/Occupancy section be divided into three subsections. 	Change made.

	<ul style="list-style-type: none"> • an item should be added as to whether any deaths have occurred in the property. • regarding item 3, how can Seller make representations as to compliance of the property with laws prior to their ownership? • Section 6 regarding grow operations should be limited to Seller's period of ownership or perhaps the limitation period • the reference to marijuana in section 6 should be replaced with cannabis. • what is the difference between an illegal and legal grow op in section 6 • section 6 regarding growing marijuana is problematic since there are both illegal and legal grow ops. • now that there is no longer a database for grow ops should section 6 be deleted? 	<p>This is too obscure to be included.</p> <p>Language has been clarified throughout statement as to when period prior to ownership is within scope.</p> <p>Change made.</p> <p>Focus of question is on illegal grow operations.</p> <p>Question is still relevant in case of illegal grow operations.</p>
[condominiums] Owner/Title Related	One commenter recommend that section 4 regarding renovations, be amended by adding condo corporation approval in addition to municipal authorities.	Change made.
Land/Structures	<p>Commenters commented that:</p> <ul style="list-style-type: none"> • a question should be added dealing with moisture or fog accumulation within window glass and the failure of window seals. • regarding section 8, that "that I am aware of" should be added regarding cracking and shifting. • in section 9 the two questions relating to flooding or damage and water infiltration should be combined into a single question. • section 11 should be reworded remove the "readily visible" qualification regarding shingle and roof damage. • section 13 should be amended to add references to bats or other animals to capture other vermin 	<p>Change made.</p> <p>Statement now indicates representations are based on actual knowledge.</p> <p>Change made.</p> <p>Change made.</p> <p>Change made.</p>

	<ul style="list-style-type: none"> • section 13 should be clarified that the statement regarding rodent or insect infestation reference the past 12 months. • section 13-should be amended by adding "that I am aware of" at the end of the item regarding rodents and insects. • section 14 should be amended by adding "that I am aware of" at the end of the item regarding functionality of doors. • section 14 regarding defects in doors and windows is unnecessary. • section 15 should be amended by moving the question relating to water and wastewater systems to the "Systems/Inclusions" section. • section 15 should be amended by dividing the wastewater section into two separate and comprehensive sections. • section 16 should be amended to enhance the wording of the sections dealing with water quality for properties not connected to a municipal system. • section 16 regarding odor and water pressure is subjective. 	<p>Change made.</p> <p>Statement now indicates representations are based on actual knowledge.</p> <p>Statement now indicates representations are based on actual knowledge.</p> <p>We disagree.</p> <p>We disagree.</p> <p>Change made.</p> <p>Section is retained since this may not be apparent.</p> <p>Change made.</p>
[single family residence]	One commenter recommended that an item should be added as to whether property uses a sewage ejector system.	Change made.
Land/Structures		
Systems/Inclusions	<p>Commenters commented that:</p> <ul style="list-style-type: none"> • section 17 should be amended by deleting the question on the proper working condition of fixtures and included chattels. • section 17 should be amended by removing "proper" from "proper working order" • section 18 should be amended by removing "proper" from "proper working order" • section 19 should be amended by enhancing the question relating to asbestos by adding 	<p>Statement has been retained on the basis that asking whether included chattels are in proper working order is a reasonable question.</p> <p>Change made.</p>

	<p>reference to additional areas that are known to often contain asbestos in addition to insulation.</p> <ul style="list-style-type: none"> • a standalone question relating to the presence of mold that requires remediation should be added instead of including it in section 19. • should item 19 regarding asbestos etc. also include lead paint and arsenic tiles and wallpaper? • should section 20 regarding fireplace defects be amended to include gas fireplaces? • regarding sections 20 and 21, could these general representations as to defects be combined into a single item? 	<p>Change made.</p> <p>Current language has been retained.</p> <p>Question is not limited to wood fireplaces.</p> <p>Retained as two questions.</p>
Acknowledgement of Buyer	<p>Commenters commented that:</p> <ul style="list-style-type: none"> • the Acknowledgement of Buyer section should be amended to state that the Buyer accepts the Property Disclosure Statement as representations and not warranties. • the Acknowledgement of Buyer section should be amended to remind buyers that the Property Disclosure Statement is a starting point for further inquiries and reinforces the Buyer's duty to inspect. • additional lines should be added for the signatures of the Buyer and Seller. 	<p>Change made.</p> <p>Change made.</p> <p>Final form of Statement will have additional space.</p>