

**Form 810**

for use in the Province of Ontario

**The REALTOR® Consumer Relationship**

In Ontario, the real estate profession is governed by the Trust in Real Estate Services Act, 2002, and Associated Regulations (TRESA or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. TRESA is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omissions (E&O) insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

TRESA prescribes a REALTOR® provide an Information Guide, prepared by the Real Estate Council of Ontario (RECO). This Information Guide is to be provided to any party with whom the REALTOR® is interacting.

The ..... Buyer ..... acknowledges having received and been explained the Information Guide. (Buyer/Seller)                      (Buyer/Seller Initials)

The Act requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for their approval and signature. The most common relationship is that of a "client".

**Client**

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client and the brokerage will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client interest and subject to the agreement with the client must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties in business to the transaction with fairness, honesty, and integrity.

**Client Services in Designated Representation**

Under TRESA a brokerage can designate an individual salesperson/broker/broker of record within the brokerage to offer services including representation to the client. While the brokerage would be responsible for oversight and services to the client, these would not include representation, which would be provided independently by the designated individual salesperson/broker/broker of record within the brokerage. In this situation, confidentiality would be preserved between each client and the brokerage designated representative.

**Self-Represented Party**

A buyer or seller may not wish to be represented by or receive services from a brokerage but would rather be a self-represented party. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides no service or representation to a self-represented party. A REALTOR® may provide assistance to a self-represented party, as directed by their client. Assistance provided to a self-represented party may include showing property or properties, taking self-represented party direction to draft and present an offer from the self-represented party to their client. TRESA prescribes that a REALTOR® is required to present and explain a Self-Represented Party Acknowledgement form, to any self-represented party. **Initial the following, if this Form is being provided to a self-represented party.**

The ..... acknowledges having received and been explained the Self-Represented Party Acknowledgement form.                      (Buyer/Seller Initials)

**What Happens When...**

Buyer(s) and seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the multiple representation prior to their offer being submitted or conveyed. REALTORS® typically use a Multiple Representation Acknowledgement & Consent Form and Confirmation of Co-operation and Representation Form to confirm this arrangement.

**Multiple representation will not result if the Brokerage designates a broker or salesperson under a designated representation agreement to represent a client unless that designated representative represents more than one client in the same trade.**

Under the Act, the REALTOR® has disclosure obligations to consumers in relation to their relationship, to a property or to the transaction. Disclosures may have different documentation, such as multiple representation consent between multiple clients, or legislatively prescribed negotiation information, such as if there are multiple competing offers on a property or if the REALTOR® has a direct or indirect interest in the property or transaction for the property.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

**Critical Information**

REALTORS® are obligated to disclose certain facts and situations. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

**Acknowledgement by:** .....

I/we have read, understand, and have received a copy of Working with a REALTOR® (Names)

**Sellers:** As seller(s), I/we understand that

	(Name of Brokerage)
(initial one)	
	Is representing my interests, to be documented in a separate written client representation agreement, and I understand the brokerage may represent and/or interact with other sellers and buyers.
	Is not representing my interests, to be documented in a separate self-represented party acknowledgement and the REALTOR® will act in a fair, ethical and professional manner.
(Signature)	(Date)
(Signature)	(Date)

**Buyers:** As buyer(s), I/we understand that Intercity Realty Inc., Brokerage

	(Name of Brokerage)
(initial one)	
	Is representing my interests, to be documented in a separate written client representation agreement, and I understand the brokerage may represent and/or interact with other sellers and buyers.
	Is not representing my interests, to be documented in a separate self-represented party acknowledgement and the REALTOR® will act in a fair, ethical and professional manner.
(Signature)	(Date)
(Signature)	(Date)

**Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working. For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.**

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# Buyer Limited Services Representation Agreement

## Authority for Purchase or Lease

**Form 330**

for use in the Province of Ontario

**This is an Exclusive Buyer Limited Services Representation Agreement Authority for Purchase or Lease**

**BETWEEN:**  
**BROKERAGE:** ..... Intercity Realty Inc., Brokerage ..... (the "Brokerage"),

**ADDRESS:** 3600 Langstaff Rd, Suite 14  
..... Woodbridge ..... ON ..... L4L 9E7 ..... Tel. No. .... 416-798-7070 ..... Fax No. .... 905-851-8794

**AND BUYER:** ..... (the "Buyer"),

**ADDRESS:** ..... Street Number ..... Street Name .....

**MUNICIPALITY:** ..... **POSTAL CODE:** .....

**DESIGNATED REPRESENTATIVE(S):** ..... (Name of Salesperson/Broker/Broker of Record)

This Buyer Representation Agreement is a designated representation agreement where the Brokerage has designated Salesperson/Broker/Broker of Record as the Designated Representative(s) and all parties understand it is the Designated Representative(s) who will be providing services and representation to the Buyer, and the Brokerage provides services but not representation.

The Buyer hereby gives the Brokerage the **exclusive and irrevocable authority** to act as the Buyer's agent

**commencing** at ..... on the ..... day of ....., 20.....  
(a.m./p.m.)

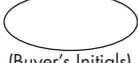
**and expiring at** 11:59 p.m. on the ..... day of ....., 20..... (Expiry Date),

{ Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), **the Brokerage must obtain the Buyer's initials.** }   
(Buyer's Initials)

for the purpose of locating a real property meeting the following general description:

Property Type (Use): Single Family Residential

Geographic Location: HIGH PARK URBAN TOWNS BY CALIBER HOMES IN AURORA

**The Buyer hereby warrants that the Buyer is not a party to a representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.**   
(Buyer's Initials)

**Schedule A**, ..... attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the limited services, confidentiality and representation of the Brokerage.

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):  
"Buyer" includes purchaser, tenant and lessee, a "seller" includes a vendor, landlord and lessor or a prospective seller, vendor, landlord and lessor and a "real estate board" includes a real estate association. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, Buyer shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the property. "Public Marketing" shall have the same meaning as set out in REALTOR® Cooperation Policy as published by the Canadian Real Estate Association.

**2. COMMISSION:** In consideration of the Brokerage undertaking to assist the Buyer, the Buyer agrees to pay commission to the Brokerage as follows:  
If, during the currency of this Agreement, the Buyer enters into an agreement to purchase or lease a real property of the general description indicated above, the Buyer agrees the Brokerage is entitled to receive and retain any commission offered by a listing brokerage or by the seller. The Buyer understands that the amount of commission offered by a listing brokerage or by the seller may be greater or less than the commission stated below. The Buyer understands that the Brokerage will inform the Buyer of the amount of commission to be paid to the Brokerage by the listing brokerage or the seller at the earliest practical opportunity. The Buyer acknowledges that the payment of any commission by the listing brokerage or the seller will not make the Brokerage either the agent or sub-agent of the listing brokerage or the seller.

If, during the currency of this Agreement, the Buyer enters into an agreement to purchase any property of the general description indicated above, the Buyer agrees that the Brokerage is entitled to be paid a commission of ..... % of the sale price of the property

or N/A

or for a lease, a commission of .....

**INITIALS OF BROKERAGE:** 

**INITIALS OF BUYER(S):** 

The Buyer agrees to pay directly to the Brokerage any deficiency between this amount and the amount, if any, to be paid to the Brokerage by a listing brokerage or by the seller. The Buyer understands that if the Brokerage is not to be paid any commission by a listing brokerage or by the seller, the Buyer will pay the Brokerage the full amount of commission indicated above.

The Buyer agrees to pay the Brokerage such commission if the Buyer enters into an agreement within .....90..... days after the expiration of this Agreement (Holdover Period) to purchase or lease any real property shown or introduced to the Buyer from any source whatsoever during the term of this Agreement, provided, however, that if the Buyer enters into a new buyer representation agreement with another registered real estate brokerage after the expiration of this Agreement, the Buyer's liability to pay commission to the Brokerage shall be reduced by the amount paid to the other brokerage under the new agreement.

The Buyer agrees to pay such commission as described above even if a transaction contemplated by an agreement to purchase or lease agreed to or accepted by the Buyer or anyone on the Buyer's behalf is not completed, if such non-completion is owing or attributable to the Buyer's default or neglect. Said commission, plus any applicable taxes, shall be payable on the date set for completion of the purchase of the property or, in the case of a lease or tenancy, the earlier of the date of occupancy by the tenant or the date set for commencement of the lease or tenancy. All amounts set out as commission are to be paid plus applicable taxes on such commission.

**This Agreement applies for the purchase or lease of one real property. Notwithstanding the foregoing, in the event that the Buyer leases a property, this agreement remains in force as set out herein for the purchase of the leased property or a property of the general description indicated above. The leasing of a property by the Buyer does not terminate this Agreement with respect to the purchase of a property.**

**3. REPRESENTATION:** The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Brokerage shall assist the Buyer in locating a real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase or lease such a property.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer. The Buyer further acknowledges that the Brokerage may be entering into buyer representation agreements with other buyers who may be interested in the same or similar properties that the Buyer may be interested in buying or leasing and the Buyer hereby consents to the Brokerage entering into buyer representation agreements with other buyers who may be interested in the same or similar properties without any claim by the Buyer of conflict of interest. The Buyer hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase or lease a property negotiated by the Brokerage.

**MULTIPLE REPRESENTATION:** The Buyer hereby acknowledges that the Brokerage may be entering into listing agreements with sellers of properties the Buyer may be interested in buying or leasing. In the event that the Brokerage has entered into or enters into a listing agreement with the seller of a property the Buyer may be interested in buying or leasing, the Brokerage will require the Buyer's written consent to represent both the Buyer and the seller for the transaction.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and the seller in the transaction. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Buyer further understands and acknowledges that the Brokerage shall not disclose:

- that the seller may or will accept less than the listed price, unless otherwise instructed in writing by the seller;
- that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- the motivation of or personal information about the Buyer or seller, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the Buyer should offer or the price the seller should accept; and
- the Brokerage shall not disclose to the Seller the terms of any other offer by the Buyer.

However, it is understood that factual market information about comparable properties and information known to the Brokerage concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

**The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the seller for the purpose of giving and receiving notices where the Brokerage represents both the Buyer and the seller (multiple representation) or where the seller or the buyer is a self-represented party.**

**MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Buyer understands and agrees that the Brokerage may provide client limited services and representation to other buyers and sellers. The Buyer understands and acknowledges that when representing both the Buyer and the seller, where one or both the Buyer and seller are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Buyer and the seller, as more particularly set out in the agreement with the respective Buyer or seller. If the Brokerage provides client limited services and representation to more than one buyer or seller, and will require consent in writing to such multiple representation.

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Buyer understands and acknowledges where both the Buyer and seller are represented by a designated representative of the Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the buyer and the seller client, is as more particularly set out in the agreement with the respective buyer or seller.

**4. REFERRAL OF PROPERTIES:** The Buyer agrees that during the currency of this Buyer Representation Agreement the Buyer will act in good faith and work exclusively with the Brokerage for the purchase or lease of a real property of the general description indicated above. The Buyer agrees that, during the currency of this Agreement, the Buyer shall advise the Brokerage immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever, and all offers to purchase or lease submitted by the Buyer shall be submitted through the Brokerage to the seller. If the Buyer arranges a valid agreement to purchase or lease any property of the general description indicated above that came to the attention of the Buyer during the currency of this Agreement and the Buyer arranges said agreement during the currency of this Agreement or within the Holdover Period after expiration of this Agreement, the Buyer agrees to pay the Brokerage the amount of commission set out above in Paragraph 2 of this Agreement, payable within (5) days following the Brokerage's written demand therefor.

**5. INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.

INITIALS OF BROKERAGE:

INITIALS OF BUYER(S):

- 6. **FINDERS FEE:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 7. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 8. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g., financial institutions, building inspectors, etc.); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.  
 The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.  
 The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.
- 9. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 10. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 11. **ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.
- 12. **ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 13. **SCHEDULE(S):**..... attached hereto form(s) part of this Agreement.

**THE BROKERAGE AGREES TO REPRESENT THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ON TERMS SATISFACTORY TO THE BUYER.**

.....  
 (Authorized to bind the Brokerage) (Date) (Name of Person Signing)

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

.....  
 (Signature of Buyer) (Seal) (Date) (Tel. No.)  
 .....  
 (Signature of Buyer) (Seal) (Date) (Tel. No.)

**DECLARATION OF INSURANCE**

The Salesperson/Broker/Broker of Record .....  
 (Name of Salesperson/Broker/Broker of Record)  
 hereby declares that he/she is insured as required by TRESA.  
 .....  
 (Signature(s) of Salesperson/Broker/Broker of Record)

**ACKNOWLEDGEMENT**

The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ....., 20 .....

.....  
 (Signature of Buyer) (Date)  
 .....  
 (Signature of Buyer) (Date)

**Schedule A**  
**Buyer Limited Services**  
**Representation Agreement**  
**Authority for Purchase or Lease**

This Schedule is attached to and forms part of the Buyer Limited Services Representation Agreement Authority for Purchase or Lease (Agreement) between:

**BROKERAGE:** ..... Intercity Realty Inc., Brokerage ..... ,and

**BUYER:** .....

for the purchase or lease of ..... SUITE .....

..... dated the ..... day of ....., 20.....

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services, confidentiality and representation by the Brokerage, and subject to the terms of Clause 9 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

The Buyers Designated Representative will prepare the Agreement of Purchase and Sale and give to the Sellers Designated Representative to present to the Seller.

The Buyers Designated Representative will provide the Buyer with details of the homes available for purchase.

This form must be initialed by all parties to the Agreement.

**INITIALS OF BROKERAGE:**

○

**INITIALS OF BUYER(S):**

○

# Confirmation of Co-operation and Representation Buyer/Seller

**BUYER:** .....

**SELLER:** ..... SILHOUETTE AURORA INC.

For the transaction on the property known as: SUITE .....

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

**1. LISTING BROKERAGE**

- a)  The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
  - 1)  The Listing Brokerage is not representing the Buyer and has not entered into an agreement with the Buyer to provide service. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
  - 2)  The Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
- b)  **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer. However, the Listing Brokerage shall not disclose:
  - that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
  - the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - the price the buyer should offer or the price the Seller should accept; and
  - the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.
- c)  **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Listing Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d)  **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Seller and the Buyer are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.
  - 1)  The Listing Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both the Seller and the Buyer client is as more particularly set out in the agreement with the respective Seller and Buyer.
  - 2)  The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
  - 3)  The designated representative(s) is providing representation to the Seller client and the Brokerage is providing services to the Seller client.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)

**INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)**

\_\_\_\_\_

**BUYER**

\_\_\_\_\_

**CO-OPERATING/BUYER BROKERAGE**

\_\_\_\_\_

**SELLER**

\_\_\_\_\_

**LISTING BROKERAGE**

**2. PROPERTY SOLD BY BUYER BROKERAGE**

- a)  The Brokerage represents the Buyer **and the** Brokerage will be paid;
  - 1)  by the Buyer directly
  - 2)  by the Seller in accordance with a Seller Limited Services Representation Agreement.
  
- b)  **MULTIPLE REPRESENTATION:** The Brokerage has entered into a Limited Client Agreement with the Seller and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Brokerage has a duty of full disclosure to both the Buyer and the Seller.  
However, the Brokerage shall not disclose:
  - that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
  - the motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - the price the Buyer should offer or the price the Seller should accept; and
  - the Brokerage shall not disclose to the Buyer the terms of any other offer, unless otherwise directed in writing by the Seller.However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.
  
- c)  **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
  
- d)  **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Buyer and the Seller are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.
  - 1)  The Buyer and Seller understand and acknowledges that the Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both Buyer and Seller client is as more particularly set out in the agreement with the respective Buyer and Seller.
  - 2)  The Buyer client and Seller client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
  - 3)  The designated representative(s) is providing representation to the Buyer client and the Brokerage is providing services to the Buyer client.

Additional comments and/or disclosures by Buyer Brokerage: (e.g., The Buyer Brokerage represents more than one Buyer offering on this property.)

**3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**

- a)  **CO-OPERATING BROKERAGE - REPRESENTATION:**
  - 1)  The Co-operating Brokerage represents the interests of the Buyer in this transaction.
  - 2)  The Co-operating Brokerage, **who has a Seller Limited Services Representation Agreement with Seller client**, is providing assistance to the Buyer as a self-represented party in this transaction.
  
- b)  **CO-OPERATING BROKERAGE - COMMISSION:**
  - 1)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property ..... to be paid from the amount paid by the Seller to the Listing Brokerage.  
(Commission As Indicated In MLS® Information)
  - 2)  The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

**INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)**



**BUYER**



**CO-OPERATING/BUYER BROKERAGE**



**SELLER**



**LISTING BROKERAGE**

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

..... (Name of Co-operating/Buyer Brokerage)	..... Intercity Realty Inc., Brokerage (Name of Listing Brokerage)
.....	3600 Langstaff Rd, Suite 14 Woodbridge ON L4L 9E7
Tel.: ..... Fax: .....	Tel.: 416-798-7070 Fax: 905-851-8794
..... (Authorized to bind the Co-operating/Buyer Brokerage) (Date)	..... (Authorized to bind the Listing Brokerage) (Date)
..... (Print Name of Salesperson/Broker/Broker of Record)	..... (Print Name of Salesperson/Broker/Broker of Record)

<b>CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)</b>	
The Buyer and Seller consent with their initials to their Brokerage representing more than one client for this transaction.	
	INITIALS OF BUYER(S)
	
	INITIALS OF SELLER(S)

**ACKNOWLEDGEMENT**

I have received, read, and understand the above information.

..... (Signature of Buyer)	..... (Date)	..... (Signature of Seller)	..... (Date)
..... (Signature of Buyer)	..... (Date)	..... (Signature of Seller)	..... (Date)

Suite #	_____
Level	_____
Unit	_____
Type	_____

**AGREEMENT OF PURCHASE AND SALE  
RESIDENTIAL CONDOMINIUM**

**ARTICLE 1.00- PURCHASE OF UNIT AND PURCHASE PRICE**

1.01 **Agreement to Purchase**

The undersigned \_\_\_\_\_ (hereinafter called the "Purchaser"), hereby agrees with **SILHOUETTE AURORA INC.** (hereinafter called the "Vendor") to purchase the above noted Unit, as shown for identification purposes on the plan attached hereto as Schedule "B", to be designated by the Vendor in the manner provided herein; and together with an undivided interest in the Common Elements and an exclusive use of those parts of the Common Elements appurtenant thereto as set out in the Declaration and one (1) parking type units (all of the foregoing hereinafter collectively referred to as the "Unit"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town of Aurora being: FIRSTLY: PART LOTS 1 & 2, WEST SIDE YONGE STREET, PLAN 9, AURORA, LOT 51, PLAN 246, AURORA, PARTS 1 & 2 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 65R38151 AS IN B1948B; SECONDLY: LOT 52, PLAN 246, AURORA, PARTS 3 & 4 PLAN 65R38151; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 65R38151 AS IN R160971; TOWN OF AURORA (being PIN 03653-0262 (LT)); and its appurtenant interest, on terms and conditions as hereinafter set out.

1.02 **Purchase Price**

The purchase price (the "Purchase Price") for the Unit shall be \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) of lawful money of Canada, payable by the Purchaser as follows:

- (a) the sum of \$ \_\_\_\_\_ with this Agreement;
- (b) the sum of \$ \_\_\_\_\_ thirty (30) days after the date of the Purchaser's execution of this Agreement, which sum when taken together with the deposit set out in paragraph 1.02(a) hereof equals 1% of the Purchase Price;
- (c) the sum of \$ \_\_\_\_\_ sixty (60) days after the date of the Purchaser's execution of this Agreement, which sum equals 1% of the Purchase Price;
- (d) the sum of \$ \_\_\_\_\_ ninety (90) days after the date of the Purchaser's execution of this Agreement, which sum equals 1% of the Purchase Price;
- (e) the sum of \$ \_\_\_\_\_ one hundred and fifty (150) days after the date of the Purchaser's execution of this Agreement, which sum equals 1% of the Purchase Price;
- (f) the sum of \$ \_\_\_\_\_ one hundred and eighty (180) days after the date of the Purchaser's execution of this Agreement, which sum equals 1% of the Purchase Price;
- (g) the sum of \$ \_\_\_\_\_ by certified cheque made payable to the Vendor's solicitor, in trust on the Occupancy Date, which sum equals 5% of the Purchase Price; and
- (h) the balance of the Purchase Price shall be paid to the Vendor in accordance with paragraph 6.04 (d) on the Closing Date and all proper and usual adjustments and those adjustments as hereinafter set forth in this Agreement shall be calculated as of and paid on either the Occupancy Date or the Closing Date, or both, as determined by the Vendor in the Vendor's sole discretion notwithstanding any other provision of the Agreement.

1.03 **Deposits**

The amounts set forth in subparagraphs 1.02(a), (b), (c), (d), (e), (f) and (g) shall, upon payment, constitute the deposits referred to in this Agreement and shall be payable as herein set out in paragraph 1.06, by postdated cheques delivered to the Escrow Agent or declarant's solicitor, in trust upon submission of this Agreement. All such deposits shall be held in accordance with the Act, pending completion or other termination of this Agreement and shall be credited on account of the Purchase Price on Closing. **The Vendor shall pay interest to the Purchaser on the deposits paid in accordance with Section 82 of the Act.** The Purchaser acknowledges and agrees that for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price shall be deemed to have been sufficiently made by regular mail delivery of such written evidence to the address of the Purchaser noted below.

1.04 **Information Sheets, Statement of Critical Dates and Addendum**

The parties acknowledge that the following forms are attached hereto and forms part of this Agreement: (1) the Home Construction Regulatory Authority Condominium Information Sheet – Information for Buyers of Pre-construction Construction Homes (the "HCRA Information Sheet"); (2) the Tarion Warranty Information for New Condominium Units (the "Tarion Information Sheet"); and (3) the Condominium Form (Tentative Occupancy Date) – Statement of Critical Dates – Delayed Occupancy Warranty together with the Condominium Form (Tentative Occupancy Date) – Addendum to Agreement of Purchase and Sale – Delayed Occupancy Warranty (collectively, the "Addendum").

1.05 **Occupancy and Closing**

- (a) The Purchaser shall occupy the Unit in accordance with the provisions of Article 9.00.
- (b) The Closing of this transaction shall take place in accordance with and at such time as provided for in Article 10.00.
- (c) Appendix "A" containing Article 2.00 to Article 17.00, both inclusive, of this Agreement, the HCRA Information Sheet, the Tarion Information Sheet, the Addendum and Schedules "A" (standard features/finishes), "B" (suite layout/plans), "SP" (site plan), "C" (notice/warning clauses), "PE" (purchaser extras) and "PI" (Collection and Limited Use of Personal Information) of this Agreement all of which are an integral part hereof and are contained on subsequent pages. The Purchaser acknowledges that the Purchaser has read all articles, sections, paragraphs and Schedules of this Agreement including Appendix "A" and further acknowledges receipt of the disclosure statement and Ontario's Residential Condominium Buyers' Guide both delivered to the Purchaser by the Vendor pursuant to the provisions of the Act.

1.06 **Escrow Agent**

**The Purchaser agrees to pay the sums as hereinbefore set out in sub-paragraphs 1.02 (a), (b), (c), (d), (e), (f) and (g) as a deposit by cheque payable to Owens Wright LLP, In Trust (the "Escrow Agent"),** with such last mentioned party to hold all deposit monies in trust as the escrow agent or declarant's solicitor acting for and on behalf of a surety or excess condominium deposit insurer company or Tarion Warranty Corporation under the provisions of a Deposit Trust Agreement ("DTA") with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for said deposit monies has been provided in accordance with section 81(7) of the Act, the Escrow Agent shall be entitled to irrevocably release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SIGNED, SEALED AND DELIVERED  
in the presence of  
(Witness)

Date of Birth

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
MM/DD/YY

\_\_\_\_\_  
Social Insurance No.

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
MM/DD/YY

\_\_\_\_\_  
Social Insurance No.

The undersigned accepts the above Offer under its corporate seal and agrees to complete this transaction in accordance with the terms hereof.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Purchaser's Address:

**SILHOUETTE AURORA INC.**

Purchaser's Contact Information:

Per: \_\_\_\_\_

Home: \_\_\_\_\_

AUTHORIZED SIGNING OFFICER

Business: \_\_\_\_\_

I have the authority to bind the corporation.

E-mail 1: \_\_\_\_\_

E-Mail 2: \_\_\_\_\_

Vendor's Solicitor:

**Owens Wright LLP**

20 Holly Street, Suite 300, Toronto, Ontario M4S 3B1

Attention: Ali Daneshvar

Tel: (416) 486-9800 and Fax: (416) 486-3309

# Working with a real estate agent: Things you need to know

## RECO INFORMATION GUIDE



Real Estate  
Council of Ontario

**The guide is produced by the Real Estate Council of Ontario (RECO)**

RECO regulates real estate agents and brokerages, educates consumers, and promotes a safe and informed real estate marketplace. RECO administers and enforces the *Trust in Real Estate Services Act, 2002*. Find out more on the RECO website ([www.reco.on.ca](http://www.reco.on.ca)).

# About this guide

## You have received this guide from a real estate agent because:

- you are considering receiving services from the real estate agent, or
- the agent is representing a client in the transaction, and you might receive assistance from the agent.

Real estate agents in Ontario are required to walk you through this guide before providing services or assistance to you.

## In this guide:

- *brokerage* means a real estate brokerage
- *real estate agent* and *agent* mean a real estate salesperson or broker
- *you* and *client* mean a buyer or seller
- *buyer* and *seller* can also mean *lessee* and *lessor* respectively

**Please read the guide carefully and talk to the agent if you have questions.**

## What's inside

### Working with a real estate agent — page 2

This section describes the benefits of working with a real estate agent, what you can expect, and the responsibilities of clients.

### Know the risks of representing yourself — page 4

This section explains the risks if you choose not to work with a real estate agent and the risks of receiving assistance from a real estate agent who is working for the person on the other side of the transaction.

### Signing a contract with a real estate brokerage — page 6

When you work with a real estate agent, you sign a contract with the brokerage the agent works for. These contracts are called *representation agreements*. This section highlights what you should look for before you sign.

### Understanding multiple representation — page 9

Multiple representation means the brokerage, or the agent represents more than one client in the same transaction. This section explains how multiple representation works, the risks, and what to expect if you agree.

### How to make a complaint — page 11

Ontario brokerages and real estate agents are accountable for their conduct. This section tells you how to raise a concern with the brokerage and with RECO.

**Legal disclaimer:** The content of the *RECO Information Guide* is intended to help buyers and sellers make informed decisions. This guide is not intended to act as a substitute for legal advice or as a replacement for the *Trust in Real Estate Services Act, 2002*. Readers are encouraged to retain qualified and independent legal counsel to answer any legal questions or address any legal issues. Where there is any discrepancy, the legislation will take precedence.

# Working with a real estate agent

Agents in Ontario must be registered, which requires completing the necessary education, and carrying consumer deposit insurance and professional liability insurance.

Real estate agents provide valuable information, advice, and guidance to buyers and sellers as they navigate the complexities of real estate transactions.

## If you are a seller, an agent can:

- Advise you on market conditions and the best strategy to attract buyers and get the best price for your home
- Market or advertise your home, including arranging photographs, videos and virtual tours
- Provide referrals to other professionals you'll need, like a lawyer or home staging company
- Arrange and attend home inspections and appraisals
- Arrange showings for interested buyers
- Advise you on how to handle competing offers, sharing the content of competing offers, and other aspects of the transaction
- Vet offers and potential buyers to ensure they can afford to buy your property
- Negotiate with buyers to achieve the best results, price, and terms, for you
- Guide you through paperwork and closing the transaction successfully

## If you are a buyer, an agent can:

- Assist you with getting pre-approvals for financing so you know how much you can afford
- Make you aware of any tax exemptions you might be eligible for
- Gather and share information about neighbourhoods and homes that meet your requirements, and arrange to show you homes you'd like to see
- Make inquiries about zoning, permitted property use, or other aspects of the home
- Advise you on the best approach in competing offer situations and how to protect your offer information
- Negotiate with sellers to achieve the best results, price, and terms, for you
- Guide you through paperwork and closing the transaction successfully
- Provide referrals to other professionals you'll need (for example, home inspectors, lawyers, or contractors)

## You will also benefit from the duties the brokerage and agent owe to you as a client

- **Undivided loyalty**

Your best interests are promoted and protected by the brokerage or agent representing you. As a client, your interests take priority over the interests of the brokerage, its agents, and any other party.

- **Disclosure**

They must tell you everything they know about the transaction or your client relationship that could have an impact on any decisions you make.

- **Confidentiality**

Your confidential information cannot be shared with anyone outside of the brokerage without your written consent, except where required by law, even after your client relationship ends. This includes, for example, your motivation for buying or selling, and the amount you would be willing to pay or accept.

- **Avoid conflicts of interest**

They must avoid any situation that would affect their duty to act in your best interests. If a conflict arises, they must disclose it to you and cannot provide any additional services to you unless you agree in writing to continue receiving services.

## You have responsibilities as a client

You need to:

- be clear about what you want and don't want and make sure you share all information that might be relevant (for example, you might want zoning that permits your intended use, maybe a home office or another specific use, or you might *not* want a property where there has been a violent crime);
- respond to your agent's questions quickly;
- understand the terms of your agreement with the brokerage; and,
- pay the fees you have agreed on ([see page 7](#)), even if an agreement to buy or sell later falls through because of your default or neglect.

# Know the risks of representing yourself

If you are involved in a real estate transaction and are *not* a client of a real estate brokerage, you are considered a *self-represented party*. This means that you have chosen to represent yourself, which has different rights and responsibilities. Very few buyers or sellers make this choice.

**There are significant risks** to representing yourself in a real estate transaction if you do not have the knowledge and expertise required to navigate the transaction on your own. You will be dealing with a seller or buyer who is benefitting from the services, opinions, and advice of an experienced real estate agent.

RECO recommends that you seek independent professional advice before you proceed as a self-represented party.

If you choose not to work with a real estate agent, it will be your responsibility to look after your own best interests and protect yourself. This may include things like:

- making inquiries about zoning, permitted property use, or any other aspect of the property;
- determining what you believe to be the value of the property you are buying or selling;
- determining how much you are willing to offer or accept;
- navigating competing offer situations;
- deciding what terms you want to include in an offer or agreement of purchase and sale; and,
- preparing all documents.

## The real estate agent is working for another party in the transaction

It's important to be aware that the agent has a legal obligation to act in the best interests of the person on the other side of the transaction. If you are a buyer or even just inquiring about the property, for example, and the agent is working for the seller — the agent has a duty to do what's best for their seller client.

Be aware that the agent is obligated to share anything you tell them with their client, which might not be in your best interests to tell them, including:

- your motivation for buying or selling the property;
- the minimum or maximum price you are willing to offer or accept; and,
- your preferred terms or conditions for an agreement of purchase and sale.

### **The agent cannot:**

- provide you with any services, opinions, or advice;
- do anything that would encourage you to rely on their knowledge, skill, or judgement; or,
- encourage you to represent yourself or discourage you from working with another real estate agent or brokerage.

### **Any assistance the agent offers you:**

- is a service to their client, not you;
- is in the best interests of their client, not you; and,
- is to help their client sell or buy a property.

The agent must give you RECO's *Information and Disclosure to Self-represented Party* form and walk you through it before they can provide you any assistance. You will be asked to confirm you received it and understand what it means to be a self-represented party.

## **You have the right to change your mind**

If you're concerned about completing a transaction on your own, or you need advice from a real estate agent, you can choose to become a client of a real estate brokerage at any point during the transaction (see *Signing a contract with a real estate brokerage* on [page 6](#)).

# Signing a contract with a real estate brokerage

When you become a client, you sign a *representation agreement* with the brokerage – a contract between you and the brokerage for real estate services and representation. If you don't want to sign an agreement, you should not expect the real estate agent to provide you with any services, like showing you homes.

Representation agreements can be called buyer representation agreements, or seller representation or listing agreements. Your agreement must be put in writing and presented to you as soon as possible.

Protect yourself by reviewing the agreement in detail. This will help to avoid any misunderstandings between you and your real estate agent.

## What to look for in a representation agreement

Your representation agreement should describe the duties owed to you, the services you will receive, your rights and responsibilities, what you will pay, and specific terms of the agreement, including how long the agreement will last and whether you can cancel it.

Here are some key things to look for.

### Name of your designated representative

If the contract is a designated representation agreement, the name of your designated representative will be included. More than one real estate agent working at the brokerage can be identified as your designated representative.

### Scope

Your agreement should specify the scope of the engagement. If you are a seller, this means the agreement will identify the specific property.

There are two kinds of representation agreements in Ontario:

### Brokerage representation:

**The brokerage and all its agents represent you** and must promote and protect your best interests, but one of the brokerage's real estate agents may be your primary contact. They may provide referrals to other professionals you'll need (for example, home inspectors, lawyers, contractors).

### Designated representation:

**One (or more) of the brokerage's real estate agents is your *designated representative*.**

The agent(s) represent(s) you and must promote and protect your best interests.

The brokerage and its other agents are required to treat you impartially and objectively.

An important aspect of designated representation is that it reduces the likelihood of multiple representation. You can read more about this in *Understanding multiple representation* on [page 9](#).

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*Designated representation was introduced in Ontario on December 1, 2023. Ask the real estate agent what type of representation the brokerage offers.*

If you are a buyer, you should consider the scope of the agreement carefully. Your agreement might identify a specific property, a geographic area you are searching in, a type of property you are looking for, or other specific requirements. For example, if you are looking for both a house in a particular city, and a cottage property near a lake, and want to work with different real estate agents with local and property type expertise for each property, the scope should be clear in each of the agreements to avoid disputes about who you might have to pay if you buy a property.

## Services

The agreement must clearly set out the services you will receive. **There is no standard set of services** — brokerages offer a variety of service options. You choose the services you want that best meet your needs.

You might enter into an agreement with a brokerage for a specific purpose like, for example, having an agent prepare an offer on a property you want to buy, or viewing a specific property. Some sellers enter into an agreement solely for the purpose of having their property advertised on a local listing service.

Ask the real estate agent about the available services or combination of services that may be right for you and your situation. If there are specific services you need or expect to receive, make sure they are included in the agreement or as a schedule to the agreement. Don't assume a particular service will be provided if it's not included in the agreement.

## Payment amount and terms

You and the brokerage decide the amount you will pay for services. The amount is not fixed or approved by RECO, any government authority, or any real estate association or real estate board.

You can agree to pay a fixed dollar amount, a percentage of the sale price, or a combination of both. The representation agreement cannot specify an amount based on the difference between a property's listing price and what it sells for.

Agreements must also identify circumstances in which the amounts agreed to might change and how they will change in each circumstance.

### If you are a seller:

Your agreement needs to clearly indicate:

- the amount you agree to pay your brokerage (or how it will be calculated) for the services and representation you receive;
- the amount (or how it will be calculated) you agree to pay, if any, to compensate the buyer for their brokerage fees; and,
- how the amounts you agree to pay might change if you consent to multiple representation ([see page 9](#)).

### If you are a buyer:

Your agreement needs to clearly indicate:

- the amount you agree to pay your brokerage (or how it will be calculated) for the services and representation you receive;
- how the amount you agree to pay will change if the seller agrees to cover some or all of your brokerage fees; and,
- how the amount you agree to pay might change if you consent to multiple representation ([see page 9](#)).

**Important note for buyers:** *A seller might not offer any amount to cover the fees you owe to your brokerage under your agreement. This could affect the amount you are able to offer for a property. Depending on your financial circumstances, you may not be able to afford to buy a property when the seller does not agree to pay your brokerage fees.*

## Termination provisions

The agreement should list all circumstances when the agreement can be terminated. Review when the brokerage can terminate the agreement, and make sure you are aware of any penalties or costs that might apply in each case.

Two important circumstances to be aware of:

- **Multiple representation:** You do not have to agree to multiple representation, and your agreement should be clear about what happens in that situation. For example, the agreement could terminate completely, or you might be referred to another brokerage or designated representative for the specific transaction but otherwise remain under the agreement with the brokerage.
- **Changing your designated representative:** If you have entered a designated representation agreement, the brokerage cannot appoint a different designated representative unless you agree. The brokerage may ask to appoint someone else if, for example, your designated representative stops working with the brokerage, or is otherwise not available to provide the services and representation outlined in the agreement.

## Expiry date

The agreement's expiry date must appear prominently on the first page. There is no set time or standard term for a representation agreement: it can be in place for a day, a few weeks, or months. Consider how long you want the agreement to remain in place, and make sure you know when your agreement will expire. Keep in mind that a holdover clause could mean you owe money even after the expiry of the agreement.

## Holdover clause

Most representation agreements include what is often called a *holdover clause*. The clause may require you to pay the brokerage fees for a purchase or sale even when the transaction happens *after* your representation agreement expires. The clause will specify the time the holdover clause is in effect from the date the agreement expires.

A holdover clause is designed to protect the brokerage, and there is no minimum or set time for a holdover period. If your agreement includes a holdover clause, make sure you agree to the length of the holdover period before you sign it.

For example, let's say you are a seller, and your agreement includes a 30-day holdover clause. This means that even if your agreement has expired, under certain conditions, you might be obligated to pay the brokerage commission if you sell your home during the 30-day holdover period.

Similarly, assume you enter into a buyer agreement that includes a 30-day holdover clause and the agent shows you a home before the expiry of the contract. If you buy the home after the expiry of the agreement, but during the holdover period, you might be obligated to pay the brokerage commission.

# Understanding multiple representation

Multiple representation means a designated representative or brokerage represents more than one client, with competing interests, in the same transaction. This can happen in different ways, depending on the type of representation agreement you and the other clients have with the brokerage:

## Brokerage representation:

Multiple representation exists when the brokerage represents both the buyer and seller in the same transaction, or two or more competing buyers interested in the same property — even when the clients are working with different real estate agents.

## Designated representation:

Multiple representation exists when the same real estate agent is the designated representative for both the buyer and the seller in the same transaction, or for two or more competing buyers interested in the same property.

**Multiple representation is not permitted unless each of the clients involved agrees.** You should seek independent professional advice (for example, from your real estate lawyer) before proceeding.

The brokerage or your designated representative has a duty to promote and protect your best interests and avoid conflicts of interest. If your brokerage or designated representative enters into an agreement with another client who has an interest in the same property as you, this places both clients in multiple representation. Multiple representation introduces risks you and the other client should consider.

**It's important to understand the risks.** If you agree to multiple representation, the brokerage or designated representative:

- Must treat each of the clients involved in an objective and impartial manner;
- Cannot maintain undivided loyalty to you or promote and protect your interests over the interests of the other client; and,
- Cannot offer advice to you about such things as the price you should offer or accept or terms that should be included in an agreement of purchase and sale.

## What to expect before you agree to multiple representation

The brokerage is required to provide you with a written disclosure that explains:

- how the brokerage's duties or the designated representative's duties to you will change;
- the differences in the services you will receive; and,
- any change to how much you pay the brokerage.

Until this information is disclosed in writing to all clients in the transaction, and they all agree in writing, the brokerage or designated representative cannot take any further steps on behalf of any of the clients.

Confidential information you provided to the brokerage or the designated representative when you were represented cannot be shared without your written consent.

## You can refuse multiple representation

If you don't agree, the brokerage or your designated representative is not allowed to proceed.

Ask the brokerage or real estate agent about alternatives to multiple representation. For example, if you are a buyer, the brokerage could refer you to another brokerage or another designated representative to help you make an offer on the property.

Agreeing to multiple representation significantly reduces what the brokerage and its agents can do for you, which could have consequences and costs.

# A note about content of other offers

You may have seen articles in the media about *open bidding*, or an *open offer process*.

Buyers in Ontario who have made an offer on a property are entitled to know the *number* of competing offers. Sellers choose how much other information, if any, they want to share about the offers they receive.

## If you are a seller:

- You decide how much information you want to share about the competing offers.
- Your agent will advise you based on the characteristics of your property, market conditions, the content of the offers you receive and other things.
- You need to provide clear written direction to your agent before the content of any offers can be shared. Personal or identifying information contained in offers cannot be shared.

## If you are a buyer:

- You decide whether you want to participate in a process where the content of your offer might be shared with other buyers.
- Your agent can tell you the steps to take to avoid having the content of your offer shared with other buyers.
- Be aware that the seller can make the decision to share the content of offers at any time. You may not know in advance.

# How to make a complaint

Brokerage firms and real estate agents working in Ontario must be registered with RECO. Ontario brokerages and real estate agents are accountable for their conduct. If you have a concern:

## First, contact your brokerage

In many cases, your brokerage will be able to mediate or resolve your complaint about a real estate agent or the services provided under your representation agreement. Search for the brokerage in RECO's [Public Register](#) to find the name of the broker of record (the person responsible for ensuring the brokerage complies with the law) and their contact information. Note that the brokerage cannot ask you to sign an agreement that requires you to withdraw a complaint to RECO or prevents you from making one.

## Contact RECO

To file a complaint with RECO about a brokerage or real estate agent, visit the [complaints section](#) of the RECO website. The website explains the complaints process, possible outcomes, and how to file your complaint. RECO will review the issue, determine if it has the authority to deal with it, and what next steps, if any, it will take.

Real Estate Council of Ontario  
3300 Bloor Street West  
Suite 1400, West Tower  
Toronto, ON Canada M8X 2X2

Phone: 416-207-4800  
Toll Free: 1-800-245-6910  
Consumer inquiries: [information@reco.on.ca](mailto:information@reco.on.ca)  
[www.reco.on.ca](http://www.reco.on.ca)

## Where to get more information

For more information about buying and selling property in Ontario: [RECO's website](#).  
For the legislation that governs brokerages and real estate agents trading in real estate in Ontario: [Trust in Real Estate Services Act, 2002](#).

# Acknowledgement

Real estate agent name

**Intercity Realty Inc., Brokerage**

Brokerage name

I acknowledge the real estate agent named above provided the *RECO Information Guide* to me and explained the content.

Buyer/seller name

Buyer/seller name

Signature of buyer/seller

Signature of buyer/seller