

# SELLER'S GUIDE

A practical quick reference guide for the sale of your property with a real estate broker

Published and produced by the Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ)  
4905 Lapinière Boulevard, Suite 2200,  
Brossard (Québec) J4Z 0G2

© Organisme d'autoréglementation du courtage immobilier du Québec

All rights reserved.

Legal Deposit  
Bibliothèque et Archives nationales du Québec  
Bibliothèque et Archives Canada

ISBN: 978-2-921749-97-7  
March 2014 edition

## TABLE OF CONTENTS

WHAT YOU SHOULD KNOW ABOUT SELLING YOUR HOME .....	5
<b>1 A REAL ESTATE BROKER IS YOUR SECURITY GUARANTEE .....</b>	<b>6</b>
THE OACIQ'S MISSION .....	6
THE BROKER AND THE AGENCY PLAY LEADING ROLES .....	6
<i>Learn the difference between a real estate or mortgage agency and a broker, and find out about their duties and obligations.</i>	
STRONG SAFEGUARDS FOR THE PUBLIC .....	8
<i>Learn more about the various services the OACIQ has put in place to protect you when you carry out a real estate or mortgage transaction with the help of a broker.</i>	
<b>2 THE BASICS OF WORRY-FREE HOME SELLING .....</b>	<b>12</b>
SELLING ON YOUR OWN OR RETAINING THE SERVICES OF A REAL ESTATE BROKER .....	12
<i>The main differences.</i>	
THE BROKERAGE CONTRACT – SALE .....	13
<i>Read about the content and clauses of the forms that are used when you do business with a real estate broker.</i>	
THE DECLARATIONS BY THE SELLER OF THE IMMOVABLE FORM .....	22
<i>Make sure the buyer knows everything he needs to know about your property by completing this form.</i>	
SHOWING YOUR HOME TO ITS BEST ADVANTAGE.....	23
<i>Use the tables in this section to prepare your property before you put it up for sale.</i>	
THE BUYER.....	26
<i>Be prepared for the various scenarios you could encounter with your prospective buyer.</i>	
THE PROMISE TO PURCHASE.....	27
<i>To make an informed decision, learn how to make sense of the content of the promise to purchase forms used by brokers.</i>	

THE COUNTER-PROPOSAL .....	34
<i>See how your broker can help you navigate through conditions and deadlines when dealing with counter-proposals.</i>	
THE PROPERTY TRANSFER .....	35
<i>An overview of the final steps at the notary's, including title examination, deed of sale, and registration of ownership rights.</i>	
ARE YOU SATISFIED? .....	37
<i>Ask your broker any question you may have. You can also seek help from the OACIQ Info Center and the Assistance Department.</i>	
USEFUL LINKS .....	38
<i>The main resources to help you with your transaction: associations, government departments, consumer protection agencies, etc.</i>	



# WHAT YOU SHOULD KNOW ABOUT SELLING YOUR HOME

The Organisme d'autoréglementation du courtage immobilier du Québec (OACIQ) has prepared this guide to assist you at every step of the process of selling a property.

In it you will find the main steps you need to follow before and during the sale of your home, as well as many useful tips to help you complete your real estate transaction in a satisfactory manner. For the steps towards the purchase of a home, check the *Buyer's Guide*.

This guide is meant to serve as a quick reference guide, but it does not replace the advice of a real estate or mortgage broker or agency. Its content applies exclusively to the sale of a residential property. It includes some information about properties held in divided and undivided co-ownership, but this content is not comprehensive.

# 1 A REAL ESTATE BROKER IS YOUR SECURITY GUARANTEE

---

## THE OACIQ'S MISSION

The **OACIQ** ensures public protection by overseeing the profession adequately and providing quality real estate and mortgage brokerage in Québec.

### Our vision

As an essential reference in the real estate and mortgage brokerage field, the OACIQ helps promote brokers' professionalism and competence. The OACIQ is characterized by its organizational effectiveness, its interventions and its leadership in regards to brokerage development.

## THE BROKER AND THE AGENCY PLAY LEADING ROLES

Buying or selling an immovable requires extensive technical skill and knowledge. This is why the OACIQ recommends that you use the services of a real estate brokerage professional. A broker will help you at every stage of the transaction and ensure that all the necessary steps are completed in accordance with the **Real Estate Brokerage Act** and its regulations.

- A real estate broker has all the necessary tools and expertise to:
- find the property that meets the needs of the buyer;
- properly represent the seller with any buyer;
- act as negotiator and facilitate communication between the parties;
- play an advisory role to help you define your needs and successfully complete your real estate transaction.

In addition, the broker has a duty to verify whether the immovable is subject to any restrictions of public law that are exceptions to the ordinary law of ownership under the **Act Respecting the Preservation of Agricultural Land and Agricultural Activities** or the **Environment Protection Act** and related regulations. For more details, see the form **Declarations by the seller of the immovable**.

## AGENCY AND BROKER: THERE IS A DIFFERENCE

When you do business with a brokerage professional for the sale or purchase of a property, you deal with either a broker representing an agency, or a broker acting on his own account.

**A real estate broker** is an actual person who carries out brokerage activities for the purchase, sale, lease or exchange of immovable property, either on his own account or on behalf of an agency.

**A mortgage broker** is the actual person who carries out brokerage activities restricted to loans secured by immovable hypothec (mortgage). A real estate broker with a full-service brokerage licence is also authorized to carry out mortgage-related activities.

**A real estate agency** is a legal person or firm that carries out brokerage activities through a real estate or mortgage broker.

**A mortgage agency** is a legal person or firm that carries out brokerage activities restricted to loans secured by immovable hypothec through a mortgage broker. Agencies, like brokers, are licensed by the OACIQ.

For more information on licence types, see the section entitled **Licence issuance**.

## DUTIES AND OBLIGATIONS

In order for you to be protected when buying or selling a property through a broker or an agency, the activity of real estate brokerage is regulated and controlled by the **Real Estate Brokerage Act**. The Act clearly defines the duties and obligations that the broker or agency has towards you.

### The obligation of loyalty

Real estate brokers are bound by a strict obligation of loyalty to their clients and must promote their interests and protect their rights.

Brokers must treat all other parties to a real estate transaction fairly and equitably.

Thus a broker who is representing a seller must protect and promote the interests of the seller. This means that the broker may not disclose confidential or strategic information concerning his client (such as the fact that a client is in the process of divorcing and must sell quickly for that reason) to a prospective buyer.

However, the same broker must also provide fair treatment to the buyer. This means that he has an obligation to inform and advise the buyer objectively of any information that is relevant to the transaction, including by recommending the inclusion of the usual clauses regarding inspection and financing in the buyer's promise to purchase.

### The obligation to disclose

Real estate brokers must disclose certain situations without delay and in writing to all the parties to a transaction, which include the buyer, the seller, their respective spouses, their representatives, as applicable, and their brokers.

For example, if a broker has a personal relationship with one of the parties to the transaction, or if he has an interest in the property concerned (including if the property being sold belongs to a member of his family whom he represents), he must disclose this fact.

If your broker refers you to a specific financial institution from which he receives compensation, he must inform you of this.

For more details, see the section of the *Real Estate Brokerage Act* on the **Professional Conduct** of brokers.

## Advising and informing objectively and accurately

Real estate brokers have a duty to advise and inform their clients and all the parties to a transaction objectively, and must provide them with all the explanations they need to fully understand and appreciate the services they are providing. This means your broker has a duty to explain to you all the clauses of the forms he is asking you to sign.

A broker has an obligation to inform all the parties to a transaction of any factor that could unfavourably affect the object of the transaction. For example, he must disclose if the property under consideration has ever been used to grow marijuana, even if it has been put right since then.

A real estate broker must also be able to demonstrate the accuracy of the information he is providing using proper documentation. This information verification principle must be upheld, as the broker and his real estate agency are responsible for the information they disseminate.

# STRONG SAFEGUARDS FOR THE PUBLIC

## PROFESSIONAL DEVELOPMENT

In Québec, real estate and mortgage agencies and brokers must be licensed to practise by the OACIQ. To be issued this licence, candidates must successfully complete a **basic training program recognized by the OACIQ**.

## ENTRANCE EXAMINATIONS

Passing an examination on the skills that a broker must have is another condition to be issued a licence. Each field of practice has its own **entrance exam**. These examinations ensure that real estate and mortgage agencies and brokers have the knowledge and competence required to carry out all the steps of a real estate transaction.

## MANDATORY LICENCE TO PRACTICE

If you carry out a real estate transaction through an individual or firm that does not hold a valid licence issued by the OACIQ, you will not have the benefit of a real estate or mortgage broker's advice and knowledge, nor will you be eligible for the protection mechanisms provided under the **Real Estate Brokerage Act**, as these apply only to the professional actions of duly licensed real estate or mortgage agencies and brokers.

Before taking any step, make sure that the person whose services you wish to retain to act in a broker capacity is the **holder of a valid licence to practice**. To do so, simply check the OACIQ's **Register of licence holders**. If the person's name does not appear in the Register, notify the **OACIQ Assistance Department**. For more information on illegal practice, see page 11.



## LICENCE ISSUANCE

Each real estate or mortgage broker practising in Québec must hold a licence to practice issued by the OACIQ. Various licence types are issued by the Organization, in accordance with the *Real Estate Brokerage Act* :

- A real estate broker can hold a licence restricted to residential or commercial brokerage or both;
- A real estate broker with a full-service licence can work in residential, commercial and mortgage brokerage;
- A mortgage broker can work in mortgage brokerage only.

A broker's licence can be marked "agr   DA" which means that the licence holder has the necessary management skills to act as agency executive officer, in addition to meeting the requirements of the *Real Estate Brokerage Act* to maintain this certification (for example by having successfully completed the mandatory continuing education activity offered by the OACIQ).

A broker's licence can be simply marked "agr  ", which means that the holder has the necessary management skills to act as agency executive officer but has not maintained his certification to act as such.

A new broker must work for a real estate or mortgage agency for the first three years after obtaining his licence, after which he may start working on his own account if he so wishes, and become agency executive officer by fulfilling the requirements outlined in the *Real Estate Brokerage Act*. Agencies have an obligation to supervise and oversee the work of new brokers.

## THE LICENCE ISSUE AND MAINTENANCE COMMITTEE

In certain cases, the OACIQ may, through its Licence Issue and Maintenance Committee, refuse to issue, suspend, revoke or impose certain restrictions or conditions on a licence, for instance when an applicant has pleaded guilty to or been found guilty by a court of a violation or a criminal act which, in the opinion of the OACIQ, has a link with the activity of broker or agency.

## OACIQ INFO CENTER

The **OACIQ Info Center** is the Organization's information centre. It is there to provide information to consumers and to licence holders on:

- the *Real Estate Brokerage Act*;
- the brokerage contract, the promise to purchase and other real estate brokerage forms published by the OACIQ;
- the activities, products and services offered by the OACIQ;
- any other question relating to a real estate transaction in which a broker acts as intermediary.

Each year, the agents of the OACIQ Info Center respond to tens of thousands of requests for information.

Do not hesitate to contact them!

## THE ASSISTANCE DEPARTMENT

The **Assistance Department** is the gateway to soliciting help from the Organization, reporting violations or filing complaints relating to ethical breaches. Whether submitted by a consumer or by a licence holder, all requests are transmitted to an Assistance Department analyst, who can provide information to the claimant about the recourses available; the analyst can also intervene with the broker or the agency executive officer to help find a solution to the problem.

In certain cases, the Assistance Department may, upon request by the parties, act as mediator or conciliator to try and settle a dispute between a broker or agency and a client. If necessary, the request for assistance may also be referred to another OACIQ department (Indemnity Fund, Legal Affairs, Syndic, Arbitration Committee or Licence Issue and Maintenance Committee).

## THE INSPECTION COMMITTEE

The work methods of real estate and mortgage agencies and brokers must be in accordance with the rules of the profession. To ensure this, the Inspection Committee verifies their records, accounts, books and registers and makes appropriate recommendations.

The Inspection Committee can also require a broker or an agency executive officer to successfully complete a course or to attend any other relevant training activity.

If the Committee notes a violation to the **Real Estate Brokerage Act**, it notifies the Syndic.

## THE SYNDIC

Any person who believes he has been wronged must first file a request with the Assistance Department, which will determine if the Syndic's intervention is needed.

The **role of the Syndic** is to investigate any actions by a broker or an agency, including its executive officer or one of its directors, if he has reason to believe that these go against the *Real Estate Brokerage Act*. If so, the Syndic files a complaint with the Discipline Committee.

## THE SYNDIC DECISION REVIEW COMMITTEE

If the Syndic decides not to file a complaint with the Discipline Committee, the person who requested the investigation may, within 30 days following the decision, request an opinion from the Syndic Decision Review Committee, which will review the whole case.

## THE DISCIPLINE COMMITTEE

Completely autonomous and independent from the OACIQ Board of Directors and staff, the **Discipline Committee** hears the complaints referred by the Syndic following his investigations. These are complaints brought against brokers or agencies, including their directors and executive officers, for violations to the *Real Estate Brokerage Act*.

Among other powers, this Committee may:

- ⦿ impose fines;
- ⦿ suspend or cancel a broker's or agency's licence (including those of its directors or executive officers);
- ⦿ order a broker or agency to pay a sum of money to a person or firm to whom it is owed.

The Discipline Committee cannot, however, compensate victims the way civil courts can in a damage suit.

## PREVENTION AND RECOURSES AGAINST ILLEGAL PRACTICE

When an individual acts or leads others to believe that he is authorized to act as a real estate broker, mortgage broker or agency without being duly licensed by the OACIQ, this individual is engaging in illegal practice. Such cases may be reported to the OACIQ Assistance Department using a **Request for assistance** form.

The information provided is then reviewed by an investigator. If the allegations prove to be founded, the Organization may initiate criminal proceedings before the Court of Québec. Only the person who signed the *Request for assistance* form will be informed in writing of the results of the investigation and the OACIQ's decision of whether or not to file a complaint with the courts.

In such a case, the person who has submitted the request for assistance could be subpoenaed to appear as a witness.

An individual found guilty can be ordered to pay a fine ranging from \$1,500 to \$20,000. For a firm, the fine can range from \$3,000 to \$40,000.

## THE REAL ESTATE INDEMNITY FUND (FICI)

The **FICI** was created under the *Real Estate Brokerage Act* and is funded in part by contributions paid by all real estate agencies and brokers in Québec.

The FICI compensates victims of fraud, dishonest tactics or misappropriation of funds for which a broker or agency is responsible. Any claim must be filed using a request for assistance form. The maximum amount payable is \$35,000 per claim.

## FONDS D'ASSURANCE RESPONSABILITÉ PROFESSIONNELLE (FARCIQ)

Independent from the OACIQ, the **FARCIQ** insures Québec real estate and mortgage agencies and brokers against professional liability.

All brokers and agencies must pay a civil liability insurance premium to FARCIQ. This insurance offers financial protection to consumers in case of fault, error or omission committed by a broker or agency in the performance of their professional activities.

When a broker acting on behalf of an agency commits a fault in the performance of his duties, the agency and the broker share liability for the damage.

# 2 THE BASICS OF WORRY-FREE HOME SELLING

---

Selling your home could be the most important transaction you ever enter into in your life. Before you proceed, consider the two options available to you:

## 1. SELLING ON YOUR OWN

If you decide to sell your own property, you will have to manage every step of the sale. If the buyer is represented by a broker, you will have to negotiate directly with this real estate professional.

## 2. RETAINING THE SERVICES OF A REAL ESTATE BROKER

A real estate broker will advise, represent and guide you through the entire process. Among other things, he will:

- ⦿ assess the condition of your home;
- ⦿ advise you on improvements you can make to enhance its value;
- ⦿ promote it effectively;
- ⦿ field all calls, coordinate visits and report to you on both;
- ⦿ assist you at every step of the transaction, right up to the signing of the deed of sale before the notary.



*To choose a broker who's right for you, prepare a list of questions to ask regarding potential candidates:*

- ⦿ *Does the broker know your area?*
- ⦿ *Does the broker work alone or as part of a team?*
- ⦿ *What does he propose to do to promote your property?*
- ⦿ *How do his services differ from those of other candidates?*



*Feeling at ease and having trust in your broker is crucial. You should also make sure that he is properly licensed by checking the **Register of licence holders** on the OACIQ website.*

# THE BROKERAGE CONTRACT – SALE

When you entrust the sale of your property to an agency represented by a broker or to a broker acting on his own account, signing a brokerage contract is mandatory.

Your broker must use the following brokerage contract – sale forms that mandatory in their specific context:

- ⦿ ***Exclusive brokerage contract – Sale – Chiefly residential immovable containing less than five dwellings excluding co-ownership***
- ⦿ ***Exclusive brokerage contract – Divided co-ownership – Fraction of a chiefly residential immovable held in divided co-ownership***
- ⦿ ***Exclusive brokerage contract – Undivided co-ownership – Share of a chiefly residential immovable held in undivided co-ownership***

This also applies if you are acting as liquidator of an estate.

These forms, created and published by the OACIQ, must be used in the cases mentioned above. This ensures that your transaction benefits from all the protections provided by the **Real Estate Brokerage Act**, the legislation that regulates and governs all real estate brokerage in Québec.

Unless amended, these forms stipulate that the brokerage contract is exclusive and prohibit you from using the services of another intermediary for the sale of your property during the period of the contract.

In this type of contract, the work of the broker is remunerated once you accept a promise to purchase and all conditions thereof have been fulfilled (except for the signing of the deed of sale).



*By doing business with a broker, you are assured that all contracts and forms will be clearly and properly drafted. Your broker will also provide you with the necessary explanations to make sure you fully understand the documents you are signing.*

The contract officializes your rights and obligations and your broker's commitments.

It is important to note that a broker may not amend the residential brokerage mandatory forms published by the OACIQ if this results in reducing his obligations towards you or in increasing yours.

Before you complete the brokerage contract with your broker, it is a good idea to discuss the promotional activities that will help sell your property, including:

- ⦿ advertising (e.g.: newspapers, magazines, websites);
- ⦿ signs;
- ⦿ open houses;
- ⦿ listing with an information dissemination service between agencies and brokers, etc.

At the signing of the brokerage contract, or as soon as possible afterwards, you must provide your broker with a certificate of location describing the current state of your property (and, if applicable, reflecting any cadastral renovation).

Let us now review in more detail the clauses of the brokerage contract – sale.



*To enable your broker to fulfill his role, it is essential that you provide him with all the information and documents relating to the property, such as the purchase contract or tax bills and receipts.*

## Identification of the parties

This clause includes:

- ⦿ the name and address of the agency (or the broker acting on his own account);
- ⦿ the name and licence number of the broker and the name of his corporation (if applicable);
- ⦿ your name as owner of the immovable.

In case of a succession, the name of the seller (preceded by the words “succession of”), and the name of the person representing the deceased must be entered.

If you are using a mandatary, you must provide your broker with a power of attorney for this person.

If your spouse is the sole owner, you are not allowed to represent him or her unless he or she has given you power of attorney.

Even if you are the sole owner, your spouse’s intervention will be required when signing the brokerage contract if:

- ⦿ your property or a portion thereof is used as the family residence; or
- ⦿ your matrimonial regime requires it.

Your identity and that of your representatives (if applicable) will be verified using one of the documents stipulated in the contract, i.e. driver’s licence, Health insurance card, passport, etc. Your birthday and your profession must also be indicated.



*To enable you to provide valid title of ownership to a prospective buyer, your broker must verify your identity, your legal capacity, and whether you are truly the owner of the immovable being sold.*

## Object and term of contract

This section confirms that you are retaining the exclusive services of the broker identified in the previous section. It is also where the term of the contract is entered, as agreed to with your broker. If no date or time is entered, the contract expires 30 days after signing.

Unless you draft and sign waiver to this effect, you may terminate your contract at your discretion within three days following receipt of your copy.

After this period, if the contract is marked “non-cancellable”, you will not be able to terminate it or amend its term without your broker’s consent.

If the contract is not marked “non- cancellable”, you can terminate it any time by sending a notice to this effect to your broker by registered mail.

In this case, it is preferable that you agree in advance with your broker on the costs and expenses you will give him, and on any other amount to be paid as compensation in the event of cancellation. Although the **Civil Code of Québec** gives the client the right to unilaterally terminate a service contract, it also recognizes that the client has certain obligations towards the provider of services, in this case the agency or broker, with whom he signed a brokerage contract.

Depending on the terms of your agreement, your broker will also be entitled to remuneration if your property sells within 180 days following the end (or cancellation) of the contract to a person who was interested in it during the term of the contract.

## Summary description of the immovable

The brokerage contract must contain a description of the immovable, including:

- ⦿ address;
- ⦿ cadastral description;
- ⦿ lot size and area.



### What if it's a condo?

If the property is held in undivided co-ownership, the brokerage contract must specify in particular:

- ⦿ the exclusive uses relating to the share being sold;
- ⦿ the area of this share;
- ⦿ whether the area indicated on the certificate of location is "gross" or "net".

If the property is held in divided co-ownership, the brokerage contract must specify in particular the cadastral description of the private portion. If the parking and storage spaces are also private portions, their cadastral designations must also be indicated since they are different.

In addition, the brokerage contract must indicate the share and cadastral descriptions of the common portions, and specify whether the parking and storage spaces are private portions, common portions for restricted use, or other.



*Your broker will ensure the accuracy of this important information for you.*

## Price and terms of sale

A crucial step in the process is setting a realistic selling price, while avoiding under- or over-evaluating your property. To do so, you must be familiar with current market conditions.



*Your broker can give you an informed opinion on the market value of your home. How? By comparing it to similar properties currently for sale or recently sold in your neighbourhood. This will help you set a fair and competitive selling price.*



You must also identify with your broker the factors that can have a positive or negative impact on the value of your home, such as:

- ⦿ location and surroundings;
- ⦿ size;
- ⦿ year of construction and condition of the property;
- ⦿ number and layout of rooms;
- ⦿ construction materials used;
- ⦿ landscaping;
- ⦿ features specific to the area;
- ⦿ garage, heat pump, fireplace, recent renovations, etc.

This exercise may lead you to adjust your asking price, because a price that is too high compared to the market could drive buyers away, and therefore have a direct impact on the amount of time it takes to sell your property. Remember that an immovable that remains on the market for too long tends to lose value in the eyes of potential buyers.

If you wish to change the asking price after your contract is signed, your broker will complete the mandatory **Amendments** form, which you will both sign.

You must specify if your property (including a property held in divided or undivided co-ownership) is subject to the GST or QST. Generally, the sale of a residential property that is not a new construction and has not had major renovation work done to it is exempt from GST and QST. If applicable, you will have to inform your broker as soon as possible of the proportion in which the immovable is subject to these taxes.

Your broker can advise you on how to obtain this information from an expert such as an accountant or a tax advisor or, if necessary, from tax authorities.

## Cancellation and repayment of your mortgage

If the buyer chooses not to take over your mortgage, which is usually the case, you will have to pay back your mortgage loan and have the hypothec cancelled at your own expense.

The early repayment of your loan may carry a penalty which you will have to pay at the time of the sale (see Tables 1 and 2 for the detail of expenses to plan for).



*Just because you have to repay this mortgage doesn't mean you do not need the services of a mortgage broker! If you are purchasing a new property, you may need another loan. Take the time to talk to a mortgage broker, who can inform you on the best options for your situation.*

## Inclusions and exclusions

The question of included or excluded items must be examined closely before the brokerage contract is signed. This step of the sale process is too often a source of dispute between the seller and the buyer. This is why we recommend that you make this list as detailed as possible.

Ideally, you should list all the items that could be a potential source of misunderstanding by specifying which ones are included and which ones are specifically excluded, such as:

- ⦿ garden shed;
- ⦿ appliances;
- ⦿ central air conditioner;
- ⦿ heat pump;
- ⦿ curtain rods;
- ⦿ blinds, etc.

Include as many details as possible on each item, including colour, brand, and serial number.

You should know that permanent heating, electrical and lighting systems form an integral part of the immovable and are automatically included in the sale, except if expressly mentioned in the exclusions.

The contract stipulates that the items included in the sale are “sold without legal warranty, at the buyer’s risk”. If you wish to sell these items with the legal warranty of quality, the form will have to be amended by your broker to reflect your wishes.

You must also indicate any equipment or goods covered by a service or leasing contract, or any other contract that will be assumed by the buyer.



### Co-ownership fund (contingency fund)

The brokerage contract forms concerning divided and undivided co-ownership properties make mention of the co-ownership’s contingency fund. This fund is set up by the co-owners to deal with future expenses. The money in this fund is strictly reserved for major repairs and replacements in the common areas, and not for regular maintenance costs.

The brokerage contract specifies that the money sums invested in the contingency fund (or other co-ownership fund) are not recoverable at the time of sale of your home.

## Date of signing of the deed of sale and occupancy date

The date of signing of the deed of sale and the occupancy date must be specified in the brokerage contract. The buyer may propose different dates in his promise to purchase, but these are subject to your approval in the same way as any other clause contained in the promise to purchase. These dates can be negotiated.



*You may count on the negotiating talents of the real estate broker who represents you. He is a seasoned professional who is working for you to make sure you get the best possible terms for your property.*

### Information dissemination service

Activities to promote and market your property must be discussed at the time of signing of the brokerage contract.

If you wish to use an information dissemination service between agencies and brokers, verify that your broker has access to it and, if so, ask him to list your property with this service before marketing it. He will list the dissemination service selected in the contract.

Since this service is also available to all potential buyers, it is an advantageous showcase for your property.



*The information dissemination service between agencies and brokers is one of the most popular promotional tools. It informs all Québec brokers that your property is on the market. In addition, your broker has access to a very valuable network of contacts to give visibility to your property.*

### Remuneration

The amount and terms of your broker's remuneration must be specified in the brokerage contract. The broker's remuneration is usually based on a percentage of the immovable's selling price, but it can also be a lump sum or an hourly rate. The remuneration is normally paid at the signing of the deed of sale, unless you have agreed on another method with your broker.

Your brokerage contract must also specify the percentage or the amount that your broker undertakes to share with any other broker collaborating in the transaction, if applicable. The sharing scheme proposed by your broker must be reasonable so as not to deter other brokers from proposing your property to their clients.



*Collaboration between brokers is mandatory. Some two-thirds of all real estate transactions are carried out in collaboration between the buyer's broker and the seller's broker. Your broker is trained to know and apply the best practices to ensure successful collaboration with his colleagues, in order to ensure the successful completion of your transaction.*

## Declarations and obligations of the seller

In this section of the form, you declare that:

- you are the owner of the immovable;
- the immovable is not the subject of a brokerage contract with another broker;
- you are a Canadian resident within the meaning of the **Income Tax Act** and the **Taxation Act**.

All declarations concerning your property are entered on the mandatory form **Declarations by the seller of the immovable** (discussed further in this guide).

This section also clearly spells out your obligations, unless otherwise agreed, including:

- the documents to be provided to your broker (such as the certificate of location);
- that you will not offer the property for sale on our own or through another broker;
- that you give your broker the exclusive right to advertise your property;
- that only your broker can show your property or allow other brokers to do so (with your permission).

## Obligations of the agency or the broker

This section talks about:

- broker loyalty;
- broker competence;
- broker's duty to inform and verify the information;
- advertising;
- disclosure and collaboration obligations;
- conflicts of interest, etc.

## Signatures

Before signing your brokerage contract, take the time to review it thoroughly with your broker. **Do not hesitate** to ask questions. The OACIQ Info Center is also there to answer your questions.

## Effective date

The brokerage contract is effective from the time you receive your copy of the contract signed by yourself and your broker.

## SELLING EXPENSES

If you sell, some additional expenses have to be expected (see Table 1).

### TABLE 1

#### Calculating selling expenses

Broker remuneration	\$
Evaluation (if applicable)	\$
Notary (cancellation fees, etc.)	\$
Early mortgage repayment (penalty)	\$
Mortgage discharge	\$
Adjustment of various applicable taxes	\$
Rent (if occupying after sale)	\$
Other expenses, if applicable (e.g.: certificate of location)	\$
Repair costs (see Table 3)	\$
<b>Total des frais de vente</b>	\$

## NET PROCEEDS FROM THE SALE

The net proceeds from the sale is the sum you will receive from the sale of your property once all selling expenses have been deducted.

### TABLE 2

#### Calculating the net proceeds from the sale

Selling price of the immovable	\$
<b>Total selling expenses (see Table 1)</b>	<b>- \$</b>
<b>Net proceeds from the sale:</b>	<b>\$</b>

# THE *DECLARATIONS BY THE SELLER OF THE IMMOVABLE* FORM

This document is used to provide comprehensive information to the buyer regarding the condition of your property. The OACIQ recommends that the ***Declarations by the seller of the immovable*** form be completed by your broker, with your help: it will form an integral part of your brokerage contract, to which it must be annexed.

The form must be completed and annexed to the brokerage contract form for the sale of any residential immovable, including one held in co-ownership. If you refuse to complete it or sign it, the broker will simply not be able to enter into a brokerage contract with you.

You must complete all sections with your broker by providing information about your property, **in good faith and to the best of your knowledge**, including:

- ⦿ year of construction and purchase;
- ⦿ mortgages;
- ⦿ servitudes;
- ⦿ water infiltrations;
- ⦿ soil contamination;
- ⦿ presence of ochre deposits or pyrite;
- ⦿ condition of the roof, plumbing, heating system, etc.

The broker will give a copy of this form to any prospective buyer, any broker, and to the building inspector or any other person involved in the transaction, so that they have more detailed information on the condition of the property. In fact, this form will become an annex to the promise to purchase.

You must also provide your broker with all the documents you have to substantiate your declarations (documents regarding renovation work, warranties, invoices, receipts, plans, permits, etc.). These documents must be sent to any broker or buyer who requests them.



*The **Declarations by the seller of the immovable** form is an added value provided by your broker for the protection of your interests. It minimizes the risk of legal action for you as a seller, and enables buyers to transact with full knowledge of the situation. The broker knows the content of this form, the vocabulary used and how to complete it to reflect the true condition of the immovable.*

## DETAILED DESCRIPTION SHEET

The detailed description sheet is used to describe your property in order to put it on the market. It will be provided to any person interested in your property.



*Your broker will prepare this document and submit it to you. Make sure the content is consistent with the content of the brokerage contract and the **Declarations by the seller of the immovable** form.*

# SHOWING YOUR HOME TO ITS BEST ADVANTAGE

Part of the success in selling your home depends on the impression which potential buyers will have when they view it. Showing it off properly is therefore of prime importance.

First, review some of the visual aspects of your home:

---

### Exterior aspect

- Is the outside of the house in good condition?
- Do gutters need repairs?
- Is the garage neat?
- Have broken windows been replaced?
- Has the grass been cut and raked?
- Do the hedges and shrubs need trimming?
- In winter, has the snow been removed?
- Does the doorbell work?

### Indoor aspect

- Have cracks been repaired?
- Are paint touch-ups necessary?
- Have leaky faucets been repaired?
- Are there any burnt-out bulbs?
- Do doors need a drop of oil?
- Are certain rooms overly cluttered or personalized?

### Bathrooms

- Are bathrooms shiny?
- Has the bathtub been recaulked?
- Are floors clean?

---

### Kitchen

- Is a thorough cleaning required?
- Are the sink and faucet clean?
- Are cabinets impeccable both inside and out?

---

### Ambiance

- Have lights been turned on?
- Is the air conditioner on when it's hot?
- Is there a fire in the fireplace when it's cold?
- Are curtains open during the day?
- Have you thought of putting on a little soft music?
- Do your plants and flowers look healthy?
- Have animals been removed or locked up for the visit?
- Is ventilation adequate?



*At this stage as before, your real estate broker is an indispensable ally. He will help you showcase your home and will take quality photos that will make your house more attractive to potential buyers.*

## PREPARATION CHECKLIST

Using the preparation checklist, make a list of the work required to show your home to its best advantage. This exercise could help you get a better price. Even if some of these things will cost a bit of money to do, you will probably recover your investment when your home sells.

Perhaps you can do some of the work yourself. For more complex repairs, retain the services of a professional. Although this work may not guarantee that the selling price will be higher to compensate for the cost, they will at least increase your chances of selling your home more quickly.



TABLE 3

## Preparation checklist

<b>Systems verification</b>	<b>Cost</b>
Heating	\$
Electrical system	\$
Water	\$
Air conditioning	\$
Other	\$
<b>Total cost</b>	<b>\$</b>
<b>Cleaning</b>	<b>Cost</b>
Walls	\$
Floors	\$
Lights	\$
Windows	\$
Doors	\$
Cabinets	\$
Bathtubs	\$
Showers	\$
Storage spaces	\$
Curtains	\$
Appliances	\$
Garage	\$
Garden shed	\$
Other	\$
<b>Total cost</b>	<b>\$</b>
<b>Paint</b>	<b>Cost</b>
Entrance	\$
Kitchen	\$
Living room	\$
Family room	\$
Bedrooms	\$
Bathrooms	\$
Basement	\$
Outside woodwork	\$
Patio/balcony	\$
Pool	\$
Garden shed	\$

TABLE 3 - CONTINUED

**Preparation checklist**

Other	\$
<b>Total cost</b>	<b>\$</b>
<b>Maintenance and repairs</b>	<b>Cost</b>
Siding	\$
Roof	\$
Windows	\$
Doors	\$
Garage	\$
Garden shed	\$
Lot/garden/yard	\$
Fence	\$
Walkways	\$
Pool	\$
Parking	\$
Other	\$
<b>Total cost</b>	<b>\$</b>
<b>Preparation cost grand total</b>	<b>\$</b>

# THE BUYER

It goes without saying: to sell your home, you need a buyer! The future owner of your property can contact you in several ways.

## **Seller and buyer acting alone**

If, like you, the buyer has chosen to act on his own, you will be left to yourselves to complete the transaction, negotiate all the terms of the sale and ensure that all conditions are fulfilled within the agreed deadlines.

If you are selling on your own, the buyer's broker's remuneration can be paid directly by the buyer or added to the purchase price offered on your immovable and included in the buyer's mortgage loan. In this case, the **Annex R – Residential immovable** must be used by the buyer's broker.

## **Buyer represented by a real estate broker**

The buyer can retain the services of a broker without signing a brokerage contract. In some cases, however, he may opt to sign a brokerage contract to purchase. For example, if you are selling your immovable yourself, the buyer could need the services of a broker to verify the accuracy of the information you provide, since no broker will have done the work.

If the buyer chooses to go through a real estate broker, the broker will complete the steps with you or your broker.

## Seller and buyer represented by a real estate broker

Except in some cases (certain situations where the buyer is bound by a brokerage contract - purchase), when you and the buyer are represented by a broker, the buyer does not have to remunerate his broker directly, as this broker will be paid from the sums you pay to your own broker under the terms of your brokerage contract - sale. For more information on remuneration, **check page 19**.

# THE PROMISE TO PURCHASE

Be ready: you could receive a promise to purchase sooner than you think! This contract document will be used by your prospective buyer to notify you that he wishes to purchase your property under certain clearly defined conditions. If you accept his offer, this document will also be used to notify him that you undertake to sell him your property, at conditions which you will define in turn.

Your broker must use the following promise to purchase forms that are mandatory for the transactions they concern:

- ***Promise to purchase - Chiefly residential immovable containing less than five dwellings excluding co-ownership***
- ***Promise to purchase - Undivided co-ownership - Share of a chiefly residential immovable held in undivided co-ownership***
- ***Promise to purchase - Divided co-ownership - Fraction of a chiefly residential immovable held in divided co-ownership***

Your broker could be required to draft a promise to purchase for a prospective buyer. However, since the broker representing you must protect and promote your interests, he may not disclose to the buyer any confidential or strategic information concerning you (for example the fact that you are experiencing financial difficulties and must sell quickly for that reason). For more details, see the section "**Obligation of loyalty**" in the section entitled

Your broker can complete the buyer's promise to purchase while informing and advising him objectively, making sure he includes the usual conditions contained in a promise to purchase such as those relating to inspection and financing.



*This is the stage at which your broker's negotiating talents and his ability to manage simultaneous promises to purchase will be at their most valuable. Since the promise to purchase is a negotiation tool between the parties and must reflect their will, it may at times be amended by the broker who completes it, as long as the amendments respect the object of the form.*

## CONTENT OF THE PROMISE TO PURCHASE

When you receive a promise to purchase, make sure it contains the following information:

- ⦿ Your identification details and those of the buyer, as well as those of representative(s), if applicable;
- ⦿ The identification of the buyer's broker;
- ⦿ The description of your property (address, cadastral description, measurements and area of the lot).



If the immovable is held in **undivided co-ownership**, the promise to purchase must specify:

- ⦿ Your identification details and those of the buyer, as well as those of representative(s), if applicable;
- ⦿ The identification of the buyer's broker;
- ⦿ The description of your property (address, cadastral description, measurements and area of the lot).

If the immovable is held in **divided co-ownership**, the brokerage contract must specify the cadastral description of the private portion. If the parking and storage spaces are also private portions, their cadastral designations must also be indicated since they are different.

In addition, the promise to purchase must indicate the share and cadastral descriptions of the common portions, and specify whether the parking and storage spaces are private portions, common portions for restricted use, or other.



*Your broker will verify the accuracy of this important information for you.*

### Price and deposit

This is the section of the form where the buyer indicates the price he is offering for your property, which he undertakes to pay in full at the signing of the deed of sale.

This is also the clause that specifies whether the property is subject to GST and QST and, if so, in what proportion. This information should have been provided by your broker.

To show his legitimacy, the buyer may indicate on the promise to purchase that he is giving his broker a deposit on the purchase price proposed. In accordance with his ethical obligations, the buyer's broker must recommend that the buyer pay a reasonable deposit.

The deposit must be placed without delay in the trust account of the broker acting on his own account or the agency identified in this clause, following acceptance of the promise to purchase. The name of the broker or trust agency shall be identified in the promise to purchase. The buyer's broker may have amended the clause to indicate that the deposit shall be given upon the fulfilment of conditions. In this case, you may require that the cheque be submitted more quickly; this element is then part of negotiations.

This deposit will of course be returned to the buyer should the promise become null. Otherwise, the broker will dispose of it in accordance with the promise to purchase or with the legal requirements concerning sums held in trust under the *Real Estate Brokerage Act*.

## Method of payment

The promise to purchase specifies how the purchase price will be paid, including deposit, additional sum, and mortgage loan.

## New hypothecary loan

The terms of the mortgage loan which the buyer undertakes to obtain must be entered here. In addition to the amount required, the clause must specify the current interest rate that shall not be exceeded, the duration of the amortization plan and the minimum term desired by the buyer.

If the buyer does not provide proof of borrowing of the amount indicated in the promise to purchase within the specified period, you may:

- ⊙ require that the buyer file a new application for a mortgage loan conforming to the conditions set out in the promise to purchase, with a specific mortgage lender and within a given period of time; or
- ⊙ render his promise to purchase null and void.

If you do not avail yourself of these options within the specified time period, the buyer's promise will become null and void.

## Declarations and obligations of the buyer

This clause specifies various elements, including:

- ⊙ when the buyer visited the property;
- ⊙ that he is satisfied therewith;
- ⊙ that the notary's fees (cost of the deed of sale, its publication and any copies) are at his expense;
- ⊙ that the buyer undertakes to pay the transfer duties (commonly known as the "welcome tax"), a tax levied by all municipalities when transferring ownership of a property on their territory;
- ⊙ that the buyer may not sell, assign or otherwise alienate his rights in the promise to purchase without your prior written consent.

Finally, in the event that no deed of sale is signed through the buyer's fault, he undertakes to compensate your broker by paying damages equal to the remuneration that you would have had to pay.

## Inspection by a person chosen by the buyer

This is where the buyer indicates if his promise to purchase is conditional upon an inspection by a building inspector or a professional. If so, the time period in which this inspection is to be completed must be indicated here.



For a property held in **divided co-ownership**, the buyer can limit the inspection to the private portion.

The buyer may also choose to waive his right to inspect by checking the appropriate box.

However, his broker has an ethical obligation to recommend an inspection that meets certain requirements under the *Real Estate Brokerage Act*.

## Review of documents by the buyer

This clause makes the promise to purchase conditional upon the review and verification by the buyer of the documents mentioned. It also specifies the maximum number of days you have to provide these documents to the buyer.



In the forms concerning **divided co-ownership**, certain documents are automatically listed, including the declaration of co-ownership, the by-law of the immovable and the minutes of meetings of the co-owners.

If the buyer does not obtain these documents within the specified time period, or if he is not satisfied following his review and verification, he has the right to cancel his promise to purchase.

## Declarations and obligations of the seller

This is the clause where you declare that you are the owner of the immovable or are duly authorized to sign the promise to purchase.

The declarations concerning the immovable are covered in the *Declarations by the seller of the immovable* form.

The buyer must have received the *Declaration by the seller of the immovable* form prior to submitting his promise to purchase.

## Delivery of the immovable

In this clause, you undertake to deliver the immovable in the condition in which it was when the buyer visited it.

## Ownership documents

The promise to purchase specifies your obligations in relation to the ownership title. You must provide the buyer with a valid title of ownership attesting that the immovable you are selling is free of any real right and other charges, other than the usual and apparent servitudes of public utility.

You must also supply the buyer with your title of acquisition and the certificate of location describing the current state of the immovable and, if applicable, reflecting any cadastral renovation. Here, "current state" refers both to the physical and legal state of the immovable; consequently, a zoning change (e.g. flood zone or erosion or ground shifting zone) would require a new certificate of location.



**If the immovable is held in divided co-ownership**, you must provide the buyer with a certificate of location describing the current state of the entire co-ownership, which includes the private portion or, failing this, with a certificate of location pertaining to the private portion only.

If the certificate of location you provide covers the entire immovable held in co-ownership, it must include a description of the private portion (the lot or door numbers of the private portions without any description is not sufficient). When the entire certificate does not include a description of the private portion, a certificate pertaining to the private portion must be obtained. The same applies if modifications have been made to the private portion.

### Costs relating to repayment and cancellation

If the buyer chooses not to take over your mortgage, which is usually the case, you will have to pay back your mortgage loan and have the hypothec cancelled at your own expense.

### Defect or irregularity

The promise to purchase provides a mechanism in case, after signing, the buyer discovers a defect or irregularity that affects the declarations and obligations of the seller contained in the promise to purchase.

For example, if the buyer learns of the existence of defects pertaining to the fireplace prior to the signing of the deed of sale and this defect was not disclosed on the **Declarations by the seller of the immovable** form annexed to his promise to purchase, he will not be obliged to buy the property with this defect if you do not remedy it. Following a written notice of the buyer, you will have 21 days to notify him in writing that you have remedied the problem or that you will not remedy it. If this situation occurs, your broker will be able to guide you through the process.

### Intervention of spouse

This clause stipulates that you must provide proof of your spouse's consent:

- ⦿ if your immovable or a part of it constitutes your family residence; or
- ⦿ if your matrimonial regime requires it.

### Damages

According to this clause, in the event that no deed of sale is signed through your fault, you undertake to compensate the broker bound to the buyer by a brokerage contract - purchase, by paying damages equal to the remuneration which the buyer would otherwise have had to pay.

### Declarations and obligations common to both parties

The promise to purchase includes declarations and obligations that are common to you and the buyer:

- ⦿ The date of the signing of the deed of sale before the notary;
- ⦿ The date and time of occupancy of the premises;
- ⦿ The date when the adjustments will be made for taxes (property, general and special), co-ownership expenses, fuel reserves and income and expenses relating to the immovable;
- ⦿ If necessary, the amount of compensation if you occupy the premises after the signing of the deed of sale;
- ⦿ The instructions to the notary regarding the payment of the remuneration;
- ⦿ The items included in and excluded from the sale;
- ⦿ Any leased equipment or goods covered by a service or leasing contract (or any other contract which must be assumed by the buyer).

### Reference to annexes

The promise to purchase can refer to annexes; these documents form an integral part of the promise to purchase.

Your broker will help you navigate through these annexes and understand their clauses. Here are a few examples:

- ⦿ **Declarations by the seller of the immovable** form;
- ⦿ **Annex F – Financing**, which contains the clauses relating to the taking over the existing hypothecary obligations and the balance of sale price required for the purchase of your home.
- ⦿ **Annex R – Residential immovable**, which contains other clauses concerning the transaction, such as the condition of selling the buyer's current property;
- ⦿ **Annex – Expert report**, which includes clauses that make the promise to purchase conditional upon the performance of certain tests, analyses or studies (including on soil quality);
- ⦿ **Annex – Drinking water and septic system**, which includes clauses that make the promise to purchase conditional upon the performance of certain tests, analyses or studies regarding the drinking water and the septic system.

In the event that the **Declarations by the seller of the immovable** form is exceptionally not available prior to the presentation of the promise to purchase, the buyer's broker must make obtaining this form a condition of the promise to purchase.

## Conditions of acceptance

This clause sets the deadline (date and time) by which you must signify your acceptance of the buyer's promise to purchase. This deadline is important, because if it is not respected, the promise to purchase becomes null and void.

If the buyer changes his mind during this period, he cannot withdraw his promise to purchase. However, the **Civil Code of Québec** allows him a short period in which he can cancel his offer, which is the period between the time when he signs the promise to purchase and the time when it reaches you. A cancellation that reaches you before the promise to purchase renders the promise null and void.

## Signatures

Once the promise to purchase matches what you wanted for the sale of your home, it is time to accept it. The promise to purchase must be signed by all buyers and all sellers and, if applicable, the sellers' spouses. The signature of a witness is recommended but not essential to the validity of the contract.

### REMEMBER!

Make sure you read and clearly understand the promise to purchase before you accept it. Ask your broker any questions you may have so that no doubt remains in your mind. You may also contact the OACIQ Info Center with any additional questions

### DECLARATIONS BY THE SELLER

Make sure that the promise to purchase references the **Declarations by the seller of the immovable** form; otherwise, your broker will have to annex it using a counter-proposal form, as the content of this annex must form an integral part of the agreement between you and the buyer.

This is for your protection against potential legal action.



## CHECKING THE DATES

Make sure you carefully check the dates entered for occupancy, adjustments (including the date at which the buyer becomes responsible for property taxes and utilities), and the signing of the deed of sale.

To avoid any misunderstanding, the phrase "To be determined" should never be entered in lieu of a date on the promise to purchase.

## INCLUSIONS AND EXCLUSIONS AND CONDITIONS

With your broker, make sure all inclusions and exclusions and the list of service, leasing and other contracts to be assumed by the buyer appear according to your wishes, and the buyer's conditions are achievable within the specified time period.

Also, with the help of your broker, make sure that the sale of any inclusions is done with or without the legal warranty of quality, at the buyer's risk, as specified on your brokerage contract.



*Faced with several promises to purchase, you might be tempted to go with the one offering the highest price. However, other conditions should factor into your decision, such as the inspection period, the date of occupancy, and the inclusions and exclusions. Your broker has the necessary skills to help you assess the impact of all the conditions of a promise to purchase in order to find the right balance between these and your asking price.*

## RECEIPT OF PROMISES TO PURCHASE

To avoid any problem down the road, reply to any promise to purchase that you receive, even if you are refusing it.



*Your broker must present you with all promises to purchase received as a result of the listing of your property. He will help you manage all promises to purchase and the various deadlines they contain.*

# THE COUNTER-PROPOSAL

As a seller, you have a right to accept or refuse any promise to purchase presented to you. You may also choose to present a **counter-proposal** to the buyer. The first purpose of the counter-proposal is to signify to the buyer that you have rejected his promise to purchase.

The counter-proposal allows you to accompany your refusal by a new proposal that would be acceptable to you:

- ⦿ by including or excluding certain items (or by making minor clarifications);
- ⦿ by changing the selling price or deadlines, such as occupancy date;

In turn, the buyer may make a counter-proposal in response to your counter-proposal, and so on.

A counter-proposal has the effect of cancelling all previous counter-proposals made by either the buyer or the seller.

The last counter-proposal must include all inclusions and exclusions that are not mentioned in the initial promise to purchase (without regard to any previous counter-proposals).

The agreement that will bind you to the buyer consists in the promise to purchase as amended by the last counter-proposal, without regard to any previous counter-proposals.



*Your broker will manage all these document exchanges, making sure nothing gets dropped from one version to the next.*

## CONDITIONS OF ACCEPTANCE

As for the promise to purchase, this clause specifies the deadlines (date and time) by which the respondent must accept the counter-proposal.

During this period, the counter-proposer cannot withdraw his counter-proposal. This deadline is important, because if it is not respected, the counter-proposal becomes null and void.

Like in the promise to purchase, you may withdraw your counter-proposal between the time when you sign the counter-proposal and the time when it reaches the buyer. A cancellation that reaches the buyer before the counter-proposal renders the counter-proposal null and void.

# THE PROPERTY TRANSFER

Once the promise to purchase or the counter-proposal has been accepted and all the conditions have been fulfilled, the next step is to make the transaction official. The two main components at this stage are the title examination and the deed of sale. The property transfer requires the services of a notary under the **Civil Code of Québec**. Since the notary is responsible for the funds received, the deed of sale must be drawn up by a notary.



*Your real estate broker continues to play a pivotal role at this stage of the transaction, making sure that all documents required are available and otherwise assisting in the process.*

## TITLE EXAMINATION

The notary will do the necessary research for the buyer in order to verify:

- ⦿ that the title of ownership is indisputable;
- ⦿ that you are indeed the owner of the immovable;
- ⦿ whether you have the right and the ability to sell;
- ⦿ whether your spouse or other persons must consent to the sale;
- ⦿ the mortgage charges relating to the immovable, etc.

Using the certificate of location, the notary will verify:

- ⦿ whether the lot measurements are accurate;
- ⦿ whether the immovable is actually erected on the lot sold;
- ⦿ whether the house was built in accordance with municipal by-laws and zoning laws;

- ⦿ whether the neighbour's property encroaches on the lot;
- ⦿ whether there are rights of passage;
- ⦿ whether the property is located in a flood zone or agricultural zone, etc.

Through the title examination, the notary will be able to detect the charges or real rights likely to affect or limit the right of ownership: for example, an easement (right of passage on your lot) to the benefit of the neighbour.

## DEED OF SALE

The final step of the transaction is the drafting and signing of the deed of sale, which officializes the sale of your property. In it, the notary specifies the clauses and conditions that are essential to the protection of your rights.

## REGISTRATION OF RIGHTS OF OWNERSHIP

Once the deed of sale is final, the notary will register the transaction with the **Bureau de la publicité des droits** (land registry office). He must retain the funds until this step has been completed.

# ARE YOU SATISFIED?

## DON'T BE AFRAID TO ASK YOUR BROKER ANY QUESTION YOU MAY HAVE!

You are about to enter into a real estate transaction and you still have a thousand unanswered questions? Don't hesitate to ask your real estate broker!

If you are not entirely satisfied with your broker's response, contact the executive officer of the agency for which he works. The AEO will make sure you have the necessary information to be able to make an informed decision.

The **OACIQ Info Center** is the Organization's information hub. It is there to provide information to consumers and licence holders on:

- the **Real Estate Brokerage Act** and the regulations thereunder;
- the brokerage contract, the promise to purchase and other real estate brokerage forms published by the OACIQ, as well as the activities, products and services offered by the OACIQ;
- any other question relating to a real estate transaction in which a broker or agency acts as intermediary.

Each year, the agents of the Info OACIQ Center respond to tens of thousands of requests for information.

Do not hesitate to contact them!

## OACIQ INFO CENTRE

450 462-9800 or 1 800 440-7170

[info@oaciq.com](mailto:info@oaciq.com)

## ASSISTANCE DEPARTMENT

The **Assistance Department** is the gateway to soliciting help from the Organization and reporting violations. Whether submitted by a consumer or by a licence holder, all requests are handled by an Assistance Department analyst, who can provide information to the claimant about the recourses available; the analyst can also intervene with the broker or the agency executive officer to help find a solution to the problem.

In certain cases, the Assistance Department may, upon request by the parties, act as mediator or conciliator to try and settle a dispute between a broker or agency and a client. If necessary, the request for assistance may also be referred to another OACIQ department (Syndic, Indemnity Fund, Legal Affairs, Arbitration Committee or Licence Issue and Maintenance Committee).

# USEFUL LINKS

## Real estate associations

The Canadian Real Estate Association  
[crea.ca](http://crea.ca)

Association provinciale des constructeurs d'habitations du Québec (APCHQ)  
[apchq.com](http://apchq.com)

Québec Federation of Real Estate Boards  
[fcicq.ca](http://fcicq.ca)

Regroupement des gestionnaires et copropriétaires du Québec  
[rgcq.org](http://rgcq.org)

## Consumer protection organizations

Éducaloi  
[educaloi.qc.ca](http://educaloi.qc.ca)

Option consommateurs  
[option-consommateurs.org](http://option-consommateurs.org)  
[info@option-consommateurs.org](mailto:info@option-consommateurs.org)

Protégez-Vous  
[protegez-vous.ca](http://protegez-vous.ca)  
[service@protegez-vous.ca](mailto:service@protegez-vous.ca)

Service de protection et d'information du consommateur (SPIC)  
[serviceconsommateur.org](http://serviceconsommateur.org)  
[info@serviceconsommateur.org](mailto:info@serviceconsommateur.org)

## Government organizations

Office de la protection du consommateur  
[opc.gouv.qc.ca](http://opc.gouv.qc.ca)

Insurance Bureau of Canada (IBC)  
[bac-quebec.qc.ca](http://bac-quebec.qc.ca)

Bureau de la publicité des droits  
[www.registrefoncier.gouv.qc.ca](http://www.registrefoncier.gouv.qc.ca)

Office of the Superintendent of Bankruptcy Canada  
[ic.gc.ca/eic/site/bsf-osb.nsf/eng/home](http://ic.gc.ca/eic/site/bsf-osb.nsf/eng/home)

Curateur public  
[www.curateur.gouv.qc.ca](http://www.curateur.gouv.qc.ca)

Régie du logement  
[www.rdl.gouv.qc.ca](http://www.rdl.gouv.qc.ca)

## Government organizations

Canada mortgage and housing corporation (CMHC)  
[cmhc-schl.gc.ca](http://cmhc-schl.gc.ca)

Société d'habitation du Québec  
[habitation.gouv.qc.ca](http://habitation.gouv.qc.ca)

## Other organizations

Association de la construction du Québec  
[acq.org](http://acq.org)

Quebec Association of Building Inspectors  
[aibq.qc.ca](http://aibq.qc.ca)

National Building Inspectors and Experts Association  
[anieb.com](http://anieb.com)

Association des syndicats de copropriété du Québec  
[ascq.qc.ca](http://ascq.qc.ca)

Autorité des marchés financiers (AMF)  
[lautorite.qc.ca](http://lautorite.qc.ca)

Corporation des propriétaires immobiliers du Québec (CORPIQ)  
[corpiq.com](http://corpiq.com)

Fonds d'assurance responsabilité professionnelle du courtage immobilier du Québec (FARCIQ)  
[farciq.com](http://farciq.com)

Chambre des notaires du Québec  
[cnq.org](http://cnq.org)

Ordre des arpenteurs-géomètres du Québec  
[oagq.qc.ca](http://oagq.qc.ca)  
[oagq@oagq.qc.ca](mailto:oagq@oagq.qc.ca)

Ordre des évaluateurs agréés du Québec  
[www.oeaq.qc.ca](http://www.oeaq.qc.ca)

Ordre des ingénieurs du Québec  
[www.oiq.qc.ca](http://www.oiq.qc.ca)

Ordre des technologues professionnels du Québec  
[otpq.qc.ca](http://otpq.qc.ca)

## Real estate search sites

Centris  
[centris.ca](http://centris.ca)

Realtor.ca  
[realtor.ca](http://realtor.ca)