



# profession

The publication for Québec real estate brokerage professionals

Volume 3 • Number 4 • December 2012

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### A NOTE OF CAUTION

**Profession Broker** is a publication for real estate professionals, licence holders of the *Organisme d'autorégulation du courtage immobilier du Québec* (OACIQ). It covers various topics related to the application of the Real Estate Brokerage Act and its regulations, including legal and ethical issues related to the practice of real estate brokerage and the real estate market.

Any advertising appearing in this publication is intended for real estate brokerage professionals and does not in any way reflect the opinions, positions or actions of the *Organisme d'autorégulation du courtage immobilier du Québec*, whose primary mission under the law is the protection of the public.

## Addition of

## NEW MANDATORY AND RECOMMENDED FORMS

since December 1, 2012

On September 28, 2012, the OACIQ Board of Directors adopted the following forms which must be used since December 1, 2012. Each of these forms below are accompanied by an explanatory leaflet.

Continued on page 2

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**Addition  
of**

**NEW MANDATORY AND  
RECOMMENDED FORMS**

**since December 1, 2012**

**Exclusive brokerage contract - Residential lease**

The *Exclusive brokerage contract - Residential lease* is mandatory when a natural person offers a dwelling for rent:

- Covered by the rules relating to the lease of a dwelling set forth in the Civil Code of Québec;
- Located in a chiefly residential immovable containing less than 5 dwellings, including co-ownerships.

**Promise to lease - Residential and Counter-proposal - Residential lease**

The *Promise to lease - Residential and Counter-proposal - Residential lease* forms are mandatory to possibly conclude the lease of a dwelling, regardless of the number of dwellings that the immovable contains.

**Amendments - Residential lease**

The *Amendments - Residential lease* form is mandatory under the same circumstances as for the forms it amends, i.e. the brokerage contract or the promise to lease.

*The Board also adopted the following forms  
that are recommended for use since December 1, 2012.*

**Exclusive Brokerage Contract - Sale -  
Immovable**

The use of the *Exclusive Brokerage Contract - Sale - Immovable* form is recommended for selling a vacant lot for commercial use, a commercial or industrial immovable or a chiefly residential immovable containing 5 dwellings or more.

**Promise to purchase - Immovable**

The use of the *Promise to purchase - Immovable* form is recommended for the purchase of a vacant lot for commercial use, a commercial or industrial immovable or a chiefly residential immovable containing 5 dwellings or more.

**Annex - Income property**

The *Annex - Income property* form replaces the old recommended form *Annex B - Income property* of the ACAIQ.

Its use is recommended in order to complete the various forms of promise to purchase an income property and allow the buyer to make his promise to purchase conditional upon obtaining information or commitments from the seller concerning the existing leases or status of the immovable.

**Consent to check payment habits**

Finally, the *Consent to check payment habits* form was designed to allow the lessor to carry out a verification of payment record of the lessee in the context of a promise to lease.

Note that some forms are available only electronically and accessible through *Synbad* and the *InstantForms<sup>MC</sup>* platform.

For more information regarding the forms' terms of use, check on our website ([www.oaciq.com](http://www.oaciq.com)) articles no. 122235 and no. 122222, respectively entitled: "New forms of lease: when to use them?" and: "Use of new forms for the sale of an immovable". ●

# WHEN A REAL ESTATE BOARD WITHDRAWS FROM THE CANADIAN REAL ESTATE ASSOCIATION (CREA)

## WHAT ABOUT BROKERS' OBLIGATIONS REGARDING THE LISTING OF A PROPERTY IN THE MULTIPLE LISTING SERVICE?

The OACIQ received many inquiries from brokers after the publication of an article entitled "The clause 6.1 of the brokerage contract confirms the existence of two classes of brokers in Quebec - What happens to real estate brokers who lost MLS®?" on [www.yvonpoirier.com](http://www.yvonpoirier.com) site, on October 12, 2012. We would like to point out that the position taken by the author of this article does not reflect in any way that of the OACIQ.

This article deals particularly with the impact that the decision taken by certain real estate boards to quit CREA may have on information dissemination services (MLS®, realtor.ca or others) to which brokers have access through this Association. It raises the question regarding the use of clause 6.1 of the mandatory brokerage contract new forms for the sale of a residential immovable and brokers' obligations in this regard.

To date, the OACIQ has not issued any opinion or instruction concerning the obligations of brokers who no longer have access to these services towards their clients-sellers.

The OACIQ is currently analyzing legal issues raised by the possible withdrawal of real estate boards from CREA and brokers' loss of access to information dissemination services. We will assess whether to issue instructions to brokers and will keep you informed of any developments in this case. ●

*At the time this article was written, the OACIQ was preparing its recommendations on this issue. Please refer to [pro@oaciq.com](mailto:pro@oaciq.com) for information.*



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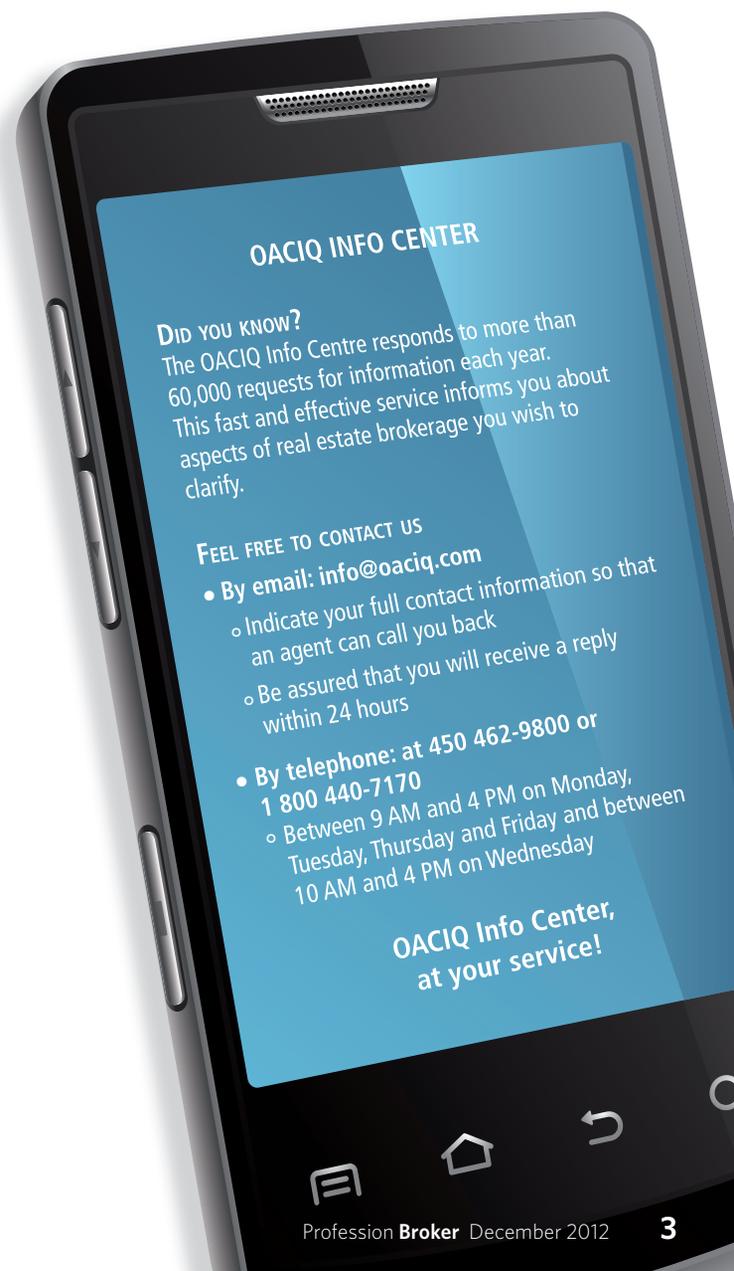
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# Illegal Practice

*What type and how many cases of illegal practice can the OACIQ handle? These are probably questions that many of you have been asking. Here is a summary of the current year regarding illegal practice, including statistics, type of convictions and current issues.*

## Summary of 2012

In addition to receiving complaints, the OACIQ conducts investigations, examines cases and, if applicable, issues infringement notices and advocates cases before the Court of Québec, Criminal and Penal Division, so that offenders are convicted and receive a sentence, i.e. a fine ranging from \$1,500 to \$20,000 for a natural person and of \$3,000 to \$40,000 for a legal person (note that the fines are doubled in the case of a repeated infringement).

### ***MANY INVESTIGATION REQUESTS RECEIVED***

The OACIQ receives dozens of investigation requests concerning illegal practice each year. In 2011, we received more than 300 investigation requests and from January to October 2012, we received about 190. Most of requests received in 2012 concern the purchase or sale of residential properties. A few dozen requests concern the loans secured by immovable hypothec. Other cases concern particularly the lease of properties, the purchase or sale of commercial properties as well as the use of a broker's title. Many of these requests are associated with Internet sites.

### ***CONVICTIONS AND ISSUANCE OF INFRINGEMENT NOTICES IN 2012***

Since the beginning of 2012, there have been 37 convictions or guilty pleas. Of this number, 12 convictions particularly related to cases where defendants were found guilty of an offence for acting in a way leading others to believe that they were authorized to carry out the brokerage activities of a real estate broker or agency. There were 15 convictions for illegally practicing the activities of a real estate broker or agency. Finally, three sentences were handed down against individuals who used the title of a real estate broker or agency although they were not holders of an OACIQ licence.

About 120 cases are awaiting trial following the issuance of infringement notices.

### ***A WORD ABOUT THE MERE POSTING***

During 2012, the OACIQ also took legal action relating to the so-called "mere posting". These are situations where some brokers practicing outside Québec conclude agreements with sellers from Québec to list on MLS® site properties located on Québec territory. Many infringement notices were issued to both foreign brokers and agencies outside Québec and will be heard by the Court later. In at least one case, the defendants concerned entered guilty pleas. Thereby, the Court found them guilty and imposed a fine of \$27,000 on the company and a fine of \$13,000 on the natural person, for a total of \$40,000.

### ***DUPROPRIO.COM CASE***

Furthermore, after the decision rendered in November 2011 by the Court of Québec acquitting Duproprio.com company of the offence laid against it, i.e. for leading others to believe that it was authorized to carry out the real estate broker's activities, the OACIQ appealed the decision to the Superior Court. The case was pleaded in June 2012 and the OACIQ is awaiting the decision of the Superior Court.

## **CONCLUSION**

As you can see, the OACIQ takes cases of alleged illegal practice seriously and intends to continue to make every effort required in this regard. If you know about any activities that appear to be illegal practice, we encourage you to complete the Request for Assistance form on our website at [www.oaciq.com/en/articles/illegal-practice](http://www.oaciq.com/en/articles/illegal-practice) or call 450 462-9800 or 1 800 440-7170. ●

# Property OFF THE MARKET or temporarily unavailable: **THE RULE**

*Sometimes during the term of an irrevocable exclusive brokerage contract, the seller may no longer wish to sell his immovable. In such a case, and after agreement, the seller's broker can accept to terminate the contract or take the property off the market. If the property is taken off the market, a clause to this effect must be drafted on the mandatory form "Amendments", under clause M5, using the following recommended wording:*

*"The parties agree to take the property off the market. Therefore, the BROKER or AGENCY is suspending any activity aimed at selling the immovable, including any advertising. All other rights and obligations contained in the brokerage contract remain in effect until the expiration of the contract."*

Taking a property off the market is an agreement between the seller's broker and his client in which some of the broker's obligations are suspended until the expiration of the brokerage contract. Although the contract remains in force until its expiration, the broker can no longer take any action to sell the immovable.

For his part, the seller is not released of his contract obligations towards the broker. This means, among other things, that in the case of an exclusive brokerage contract, the seller cannot offer the immovable for sale without the broker's intervention nor list the property with another broker, until the expiration date indicated on the contract. In principle, if he sold the immovable himself, the compensation indicated in the brokerage contract would become payable. Generally, taking the property off the market will take place in the context of an irrevocable contract following an agreement between the seller and his agency. If the case of a revocable contract, unless otherwise agreed to, the seller who wishes to terminate the contract may do so by sending a written notice to that effect to the agency.

#### **IMMOVABLE NOT AVAILABLE FOR VISITS**

If faced with a situation where the seller does not want his immovable to be visited for a certain period, an amendment must be made to the brokerage contract using the mandatory form "Amendments" to specify the period during which the property cannot be visited. The information must be sent immediately to the dissemination service indicated in the brokerage contract in order to notify all potential buyers' brokers, if applicable. The latter can then delay the visits of their clients or, if the promising buyer wants to make a promise to purchase, brokers should draft one which will be conditional upon the visit to the immovable. Note that you will not have to complete the *Amendments* form if this period of unavailability is already provided in the brokerage contract. ●



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# Have you read your **SYNDIC'S SERIES** this month?

*Since August, Mr. Giovanni Castiglia, the OACIQ Syndic, has invited you to discover his monthly series, accessible via Synbad home page. You find therein scenarios which fall directly in line with your practice. You may also test your knowledge by answering our quiz questions! You automatically know if you answered correctly, and why.*

## REMINDER

After each series, you are invited to send us your questions or comments by completing the *Questions or comments* on the subject section. The following month, we publish our answers to main questions that caught your attention at the same place.

## RELEVANT QUESTIONS

September and October series raised very good questions from you. Therefore, we decided to present you with these questions along with additional comments. For a better understanding of their context, feel free to go back and read the scenario associated with them.

### THE 180-DAY CLAUSE

Additional questions

**1. Does the 180-day clause also protect the remuneration of the buyer's broker?**

**Answer:** Yes, just as when a prospective buyer makes a promise to purchase before the expiration of the brokerage contract, the remuneration share provided and indicated generally in the description sheet and in the brokerage contract must be submitted by the seller's agency to the buyer's agency.

**2. Could the buyer's broker have simply drafted an amendments form or a counter-proposal to reactivate the promise to purchase?**

**Answer:** No, neither the amendments form nor the counter-proposal can be used in a context where the buyer wants to reactivate his refused promise to purchase. The buyer's broker must complete a new promise to purchase.



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**3. What agency name must the buyer's broker indicate in clause 11.4 of the promise to purchase?**

**Answer:** Just as a promise to purchase completed during the term of the brokerage contract, the buyer's broker must indicate the name of the seller's agency (or the broker's name, if he is acting on his own account) which had the brokerage contract, i.e. the seller's broker's agency.

**CONFLICT OF INTEREST**

*Additional questions*

**1. Can a broker who is also a building inspector inspect a property he sold to a buyer?**

**Answer:** No. Based on the notions above, let us ask the following question: "could my interests as a broker (remuneration at stake) influence my conduct as inspector and allow an inspection of complacency to facilitate the transaction?" The answer to this question is self-evident. These two activities may compromise this broker's integrity.

**2. Should the broker have hired another broker to market his own home?**

**Answer:** Absolutely. It is not recommended to make one's own marketing by signing a brokerage contract with oneself (using the agency's signs, Multiple Listing Service, etc.), because this encourages a prospective buyer to directly contact the broker who sells his property. The situation may then lead this prospective buyer to believe that the broker is acting as intermediary, but this is not true at all, since he is the seller.

If the broker still wishes to market the property himself, he must first submit a notice of disclosure to the buyer immediately and then inform him of the possibility to be represented by a broker of his choice. He may afterwards provide him with the OACIQ documents and forms, but must never help him complete them because, once again, he is the seller and not an intermediary. Finally, the broker must remit to his agency all documents relevant to the transaction.

**3. Should the broker have extended by an amendment his brokerage contract with the seller (until November 20, for instance)?**

**Answer:** No, because he had to terminate his *Brokerage contract - Sale* before submitting his *Promise to purchase*.

However, the situation more widely encountered is the one where the *Brokerage contract* ends before the date of completion of the sale of the buyer's property.

In this case, the broker may, if he is not interested in buying the property, change the expiration date of the *Brokerage contract* using the *Amendments* form before the end of the contract to carry on with the marketing of the property. Otherwise, the next broker who takes a *Brokerage contract - Sale* shall not be remunerated for the transaction with this buyer who has a *Promise to purchase* accepted within the first *Brokerage contract - Sale*. ●



# A great real estate man passed away

We were saddened to learn of the passing of M<sup>e</sup> Gilles Duchesne, occurred during last summer.

At the OACIQ, we had the opportunity to know M<sup>e</sup> Duchesne well. He was appointed for the first time to the Discipline committee of the Association des courtiers et agents immobiliers du Québec in 1995 and until very recently, he made a valuable contribution as Vice-Chair of this committee.

M<sup>e</sup> Duchesne's track record earned him the Québec Real Estate Award in 2009. With great erudition and outstanding judgment, he has always been dedicated to transmitting knowledge and devoted many years of his life to teaching real estate law. M<sup>e</sup> Duchesne has also served on the Discipline Committee of the Association de l'immeuble du Québec and on various arbitration committees of the Barreau. In addition, he was specialized in civil and commercial disputes before the courts of Québec. He will be greatly missed.

On behalf of the OACIQ employees and members of the Board of Directors, we conveyed to his family and loved ones our deepest condolences. May this expression of sympathy bring them some comfort in these difficult times.

Robert Nadeau  
President and Chief Executive Officer of the OACIQ

# The Think about it has been seen and heard everywhere this fall

From October 8 to November 5, 2012, the Think about it advertising campaign was aired on television and radio, and disseminated on Web and in certain public places. The goal was to reiterate how beneficial it is to deal with a real estate broker.

## A winning formula

The message disseminated in spring 2012 was a big hit with the public. We used it again and optimized certain distribution platforms to make it even more powerful.

## Web advertising

In addition to the existing banners and big box ads, television advertisement and informative capsules were directly integrated into highly visited Web pages such as CASA and tou.tv. When clicking on the ad in question, the Internet user was redirected to the thinkbroker.ca microsite.

## Advertising

The commercial real estate brokerage was this time advertised. Therefore, we placed printed posters and animated digital boards in Québec resto-bars to reach business clients. Many cities were targeted, including Sherbrooke, Gatineau, Trois-Rivières and Québec. (In French only)

## Microsite

The layout of the information and visuals of the thinkbroker.ca microsite's home page was also improved to ensure that Internet users browse longer. Do not hesitate to check it again, the information it contains is still up-to-date.

To review the advertising campaign's components, visit *Synbad*.

And keep an eye out, the advertising campaign will be back this spring! ●



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The real estate promise to purchase



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#### USEFUL LINKS

- [Real Estate Associations And Services](#)
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#### Quiz

**Before presenting the seller with your promise to purchase, what should your broker do?**

- A) He must recommend a pre-purchase inspection
- B) He must have the promise to purchase reviewed by a notary
- C) He must negotiate the sale price

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The Organisme d'autorégulation du courtage immobilier du Québec (OACIQ) is the Organization responsible for the application and enforcement of the Real Estate Brokerage Act. Our mission is to protect the public.

[More information.](#)

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*Keep an eye on the next edition of Profession Broker newsletter for full details on the results of this campaign.*

# Marketing plan with guarantee of sale

**Can I guarantee to my client the sale of his property and thus acquire it if the sale does not take place with a third party before the deadline?**

**All will depend on your real intention.**

**A- If the “guarantee of sale” is part of your service offer**

Certain business models of brokers and agencies go as far as “guaranteeing” the sale of the immovable. Thereby, they promise the seller that if a buyer is not found, they will buy the immovable upon expiration of the brokerage contract by fixing or not the terms of purchase.

Although such an approach is not recommended because of the complications it may cause, an agency or broker who includes a “guarantee of sale” in his service offer must comply with certain conditions and make a real marketing.

First, as mentioned above, such a guarantee can be offered only if the intention of the agency or broker is not to acquire the immovable, but rather to offer a separate product or service to the seller.

The brokerage contract providing for this guarantee must contain details of the conditions of the potential purchase in case of non-sale to a third party, namely:

- date on which the broker agrees to buy (the brokerage contract end date for instance);
- price;
- financing terms;
- date of the transaction;
- any other condition, if applicable.

As for the price, it must correspond to the fair market value of the immovable. The broker must also keep the comparables used to determine this value on his record.

The broker must obtain the consent of his agency before engaging in such guarantees because the brokerage contract binds the broker and the agency to the seller.

Offering this guarantee to many sellers can also be a problem, because the broker’s financial situation might not allow him to purchase one or many immovables by the agreed deadline. For instance, the broker and the agency might have to purchase many immovables in the case where the guarantee was offered to many clients and that the sale to a third party does not go through. Also remember that the agency or broker will not be entitled to remuneration in these cases.

Finally, the non-compliance with this “guarantee” will not be covered by the *Fonds d’assurance responsabilité du courtage immobilier du Québec* (FARCIQ), since it is a personal promise or commitment from the broker. In addition, the insurance coverage will not be applied if you buy the immovable since you are no longer acting as intermediary.

## NEWS from the OACIQ Board of Directors

### **B- If you are interested in buying the immovable upon taking the brokerage contract or if you become interested during the performance of the contract**

If you become interested in buying the immovable during the performance of the contract, you must terminate this contract before preparing a *Promise to purchase*. Moreover, you cannot terminate a brokerage contract as long as there are negotiations or a transaction underway.<sup>1</sup>

Therefore, this means that if you become interested in the immovable during discussions regarding the brokerage contract, you must abstain from signing it.

Indeed, if you are interested in buying the immovable, you cannot market it or represent your client without the notion of conflict of interest between duties and obligations you have towards the seller and your personal interests as a buyer comes into play.

For any questions about the foregoing, feel free to contact the OACIQ Info Center by email at [info@oaciq.com](mailto:info@oaciq.com) or by dialing 450-462-9800 or 1-800 440-7170 on Monday, Tuesday, Thursday and Friday between 9 AM and 4 PM and Wednesday between 10 AM and 4 PM. ●

<sup>1</sup> Section 22 of the Regulation respecting brokerage requirements, professional conduct of brokers and advertising (C-73.2, r. 1)



Serge Brousseau



Daniel Pelchat



Richard Dion



Jacques Nantel

### **Election to the Board**

At the meeting of November 16, 2012, the OACIQ Board of Directors re-elected Mr. Serge Brousseau as Chairman of the Board and Mr. Daniel Pelchat as treasurer of the Board. Mr. Richard Dion was also elected as Vice-Chair of the Board at this meeting.

### **Appointment by the Minister of Finance**

In addition, the OACIQ Board of Directors is pleased to welcome Mr. Jacques Nantel, Professor Emeritus and Secretary General at HEC Montréal, as one of its members. Mr. Nantel was appointed by the Minister of Finance.

Mr. Serge Brousseau, Chairman of the Board, acknowledges the tremendous contribution and dedication of the outgoing member, Mr. Claude Rousseau.



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# Doing business with a DEVELOPER

*In this new series started in January 2012, you will find illustrations from real cases communicated to us through the OACIQ Info Center. It provides you with concrete examples of do's and don'ts. This time, it deals with a promoter and the sale of condos.*

The real estate developer, *Pour un beau condo*, has recently built a condominium tower in downtown Boucherville. Since he did not manage to sell all the units of the immovable, he called on Ms. Belletour, real estate broker, to sell the remaining units.

Ms. Belletour accepted to deal with the sale of these new condos. As required and as she wanted to proceed according to generally accepted practices for this kind of transaction, she spoke to her agency executive officer. The latter decided to contact the OACIQ Info Center to validate the information he had to send to his broker.

Here is what came out of the three-way conference call held between Ms. Belletour, her agency executive officer and the information agent of the OACIQ Info Center.

## **What type of contract to choose?**

In this context, there are two possible ways to conclude the brokerage contract. Indeed, from the outset, it is necessary to consider which way will be the most appropriate between:

- One brokerage contract per unit for sale  
or
- A single general brokerage contract in which various units will be identified and described

### **A contract per unit**

It will take a little longer to complete a brokerage contract for each unit for sale, but the file management will be easier.

If you opt for this option, it's the following form which could be used:

- *Exclusive brokerage contract - Divided co-ownership - Fraction of a chiefly residential immovable held in divided co-ownership*

It is indicated that this form "could" be used since it is mandatory only for the sale of a fraction of a chiefly residential immovable held in divided co-ownership with a natural person. In our case, the developer is a legal person.



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**General contract**

If the option chosen is rather to complete a single general brokerage contract, the Annex G - General describing in detail each unit sold shall be used as an annex to the *Exclusive brokerage contract - Divided co-ownership* form. The description sheet must then be modified each time a unit is sold.

**Promise to purchase or preliminary contract?**

The OACIQ Info Center confirmed to Ms. Belletour and her agency executive officer that in the case where the immovable is sold by a developer, the following form is irrelevant:

- *Promise to purchase - Divided co-ownership - Fraction of a chiefly residential immovable held in divided co-ownership*

This information corresponds to the note at the very beginning of the *Promise to purchase* mandatory forms for chiefly residential immovable. According to this note, this form:

*"(...) does not constitute the preliminary contract required under articles 1785<sup>1</sup> and following of the Civil Code of Québec for the sale of an immovable by a builder or promoter. Where a preliminary contract is required, a specific form must be used."*

If you find yourself in this kind of situation, you may also check article no. 4075, entitled: *Preliminary contract, a must for homes sold by a builder or promoter*, on the OACIQ website at [www.oaciq.com](http://www.oaciq.com).

**Other cases**

In the same vein, the OACIQ Info Center received a call from Mr. Des Immeubles, another broker approached by a real estate developer. Mr. Des Immeubles wanted to know what type of form he had to use in his particular case. However, the context was different: it's about new condos located in a fully commercial building and of which the buyers, legal persons, had to install offices or businesses therein.

In this situation, the recommended form *Exclusive brokerage contract - Sale - Immovable* can be used for the seller, and the recommended form *Promise to purchase - Immovable* for the prospective buyers.

For any questions, feel free to contact the OACIQ Info Center at 450-462-9800 or 1-800-440-7170 between 9 AM and 4 PM on Monday, Tuesday, Thursday and Friday, and between 10 AM to 4 PM on Wednesday. You may also reach the Center by email at [info@oaciq.com](mailto:info@oaciq.com).

*<sup>1</sup>Article 1785 of the Civil Code of Québec:*

*"1785. The sale of an existing or planned residential immovable by the builder or a promoter to a natural person who acquires it to occupy it shall be preceded by a preliminary contract by which a person promises to buy the immovable, whether or not the sale includes the transfer to him of the seller's rights over the land.*

*A stipulation that the promisor may withdraw his promise within 10 days after signing it shall be included in the preliminary contract."*



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# Disclosure of personal information requests made by public bodies:

## SHOULD WE RESPOND TO THEM?



*In order to properly carry out the mission and responsibilities assigned to them by their incorporating acts, some public bodies have special powers allowing them to require the disclosure of personal information through what is commonly called a “formal demand”. The person whose personal information is subject to such a demand may also be a client, a broker acting for an agency, or an employee of a broker or agency.*

Among the organizations having the power to compel the disclosure of information or documents:

### **OACIQ**

Pursuant to sections 78 and 89 of the Real Estate Brokerage Act, an inspector, a syndic or an assistant syndic may require any information or document relating to the carrying out of this Act from any person.

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### **Canada Revenue Agency**

Under section 231.2(1) of the Income Tax Act, the power is conferred on the Minister of National Revenue (or any person authorized by the Minister).

### **Quebec Revenue Agency**

Under section 39 of the Tax Administration Act, the Quebec Minister of Finance (or or any person authorized by the Minister) has this power.

### **The Autorité des marchés financiers (AMF)**

Here again, under section 10 of the Act respecting the *Autorité des marchés financiers*, any person authorized by the *Autorité* to carry out an inspection relating to an Act enforced by the latter may require to examine certain documents.

### **The obligation to reply**

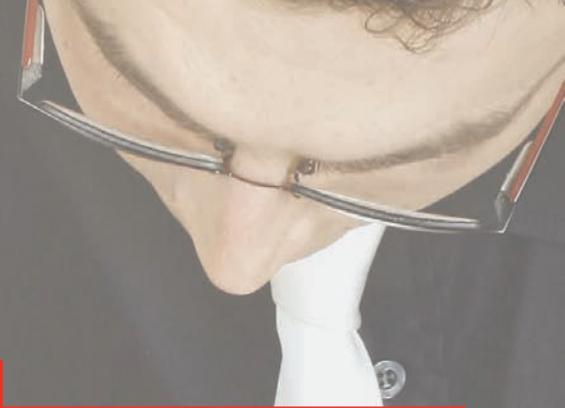
In all cases, any person having custody of information or documents subject to a formal demand by one of the organizations mentioned above has an obligation to comply. But then, how can we reconcile the powers given by these laws with the obligation of confidentiality incumbent on brokers and agencies?

Section 31 of the *Regulation respecting brokerage requirements, professional conduct of brokers and advertising* reflects section 37 of *Civil Code of Québec* and is the source of this obligation of confidentiality:

*“A licence holder must respect the confidential nature of information given to the holder and the confidentiality of personal information obtained in the course of the holder’s brokerage activities, unless an express provision of an Act, an order of a court of competent jurisdiction or the carrying on of the brokerage activities exempts the holder from that requirement.” (Emphasis added)*

Section 71 of the same regulation also requires from any broker or agency executive officer to collaborate with any body responsible for protecting the public.

Moreover, the *Act respecting the Protection of Personal Information in the Private Sector* (hereinafter referred to as “Act in the private sector”) must also be taken into consideration. These provisions are added to those set out in the Real Estate Brokerage Act and its regulations and provide additional information of which the compliance is monitored by the Access to Information Commission.



## Conclusion

As the Civil Code of Québec, sections 13 and 18 (6) of the Act in the private sector stipulates that a personal information cannot be disclosed to a third party without the consent of the person concerned unless the communication request is from a person or body:

1. having the power to compel disclosure of personal information; AND
2. requires it in the exercise of his or its duties or functions.

Therefore, the broker or agency executive officer who receives a formal demand shall ensure that these two criteria are met before disclosing the information or documents requested. Once the verifications are carried out and concluded, he has no other option but to comply with the request that was sent to him.

Although under the Real Estate Brokerage Act, the broker acting on behalf of an agency sees his obligations of keeping records and registers delegated to the agency, specific laws conferring enforcement powers on various bodies do not provide for such a distinction. Thus, if a body sent a formal demand to a broker rather than an agency, the broker should necessarily reply and provide the information required by this body, if applicable. If upon receipt of such a request, the broker has already sent all the information necessary for keeping his records to his agency, it would be prudent to report this to the body that sent the request as soon as possible.

Finally, it is important to note that under the second paragraph of section 18 of the Act in the private sector, the licence holder must enter in the record concerned any communication made in accordance with subparagraph 6.

## Unauthorized disclosure

As mentioned above, an agency executive officer or a broker may disclose personal information without obtaining the prior consent of the person concerned only if the request that triggered this disclosure meets the two criteria mentioned above. Therefore, an agency executive officer or a broker could not provide personal information in response to a request made by a public body that does not have the power to compel disclosure.

Any disclosure must mandatorily meet the two criteria defined by the Act in the private sector. Disclosing personal information without complying with these criteria may result in serious consequences for the person in default: criminal penalties in accordance with the Act in the private sector, disciplinary sanctions pursuant to the *Real Estate Brokerage Act*, or civil liability lawsuits.

An agency executive officer or a broker acting on his own account is obliged to respond to a formal demand sent to him if:

- the person or body making the request has the power to compel communication of personal information required; and
- the person or body makes this request in the exercise of his or its duties or functions.

It's only if these criteria are met that the disclosure of personal information without the consent of the person concerned can take place.

*In case of uncertainty about his or its obligations in relation to a formal demand, a broker or agency would be advised to seek legal advice. ●*

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**NOTE** – This form is to be used to complete a mandatory brokerage contract form for the sale of a residential immovable.

## How to use the mandatory form DS

*Since July 1, 2012, the new mandatory form Declarations by the seller of the immovable must be used for all transactions involving the sale, by a natural person, of a chiefly residential immovable containing less than 5 dwellings, including immovables held in divided or undivided co-ownership. The broker must complete this form with the seller and have him sign it at the same time as the brokerage contract is entered into. This is done for the purpose of transparency as well as to protect the interests of the parties to the transaction and those of the broker. The seller must provide the information to the best of his knowledge; the form does not require the seller to declare something that he does not know.*

If the seller is a legal person, the use of the form *Declarations by the seller of the immovable* is strongly recommended, as this form contains information on the immovable that is essential to the drafting of a promise to purchase, such as the nature of the water supply and sewer services. It is suggested at a minimum that the information pertaining to these services be obtained from the seller. For instance, a financial institution repossessing a property or a real estate developer operating within a company will need this information to sell an immovable.

Particular attention must be paid in the case of trusts, in order to determine whether or not the use of the declarations by the seller form is appropriate. This will depend on the nature of the patrimony. In the case of a succession, this form is always mandatory.

### TO THE BEST OF THE SELLER'S KNOWLEDGE

The seller must provide answers on the condition of the immovable, to the best of his knowledge of course, clarify as necessary, and provide all documents in his possession in support of his declarations. If there are elements on which he has no knowledge or questions he is unable to answer, the reason can be explained under clause D14 of the form, entitled "Details and major improvements to the immovable".

The form *Declarations by the seller of the immovable* is an excellent tool to help brokers and agency executive officers meet their verification obligation and learn, in accordance with accepted practice, of any factors that may adversely affect either party. However, this form must not be considered as the only means of meeting this obligation. The broker must also conduct all other possible searches and verifications in order to always be able to demonstrate the accuracy of the information he provides to the public and to other brokers.

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### **AT THE SIGNING OF THE BROKERAGE CONTRACT**

When taking up a brokerage contract, why not start by collecting the information you need to complete the form *Declarations by the seller of the immovable*. The declarations made by the seller may contain elements that could have an impact on the opinion you had formed of the market value of the property or the marketing strategy you were planning.

The form *Declarations by the seller of the immovable* must be completed jointly with the broker, as it is part of the broker's verification obligations. Therefore it is very important that the broker be present when the seller answers the questions on the form. This way the broker can probe a little deeper concerning some of the items covered.

Exceptionally, a seller will refuse to answer the questions contained in the form even if he has knowledge of certain elements, simply because he does not want to make any declarations on the immovable. If the seller refuses to complete and sign the form *Declarations by the seller of the immovable*, or if he indicates on the form "I refuse to complete the form" and signs it (which amounts to the same thing), the broker simply cannot enter into a brokerage contract with this client.

The reason for this is that all declarations made by the seller on the immovable and any statement relevant to the transaction are part of the particulars that must be specified in a contract relating to an immovable, in accordance with section 17 (8) of the *Regulation respecting contracts and forms* that came into effect on July 1, 2012. A broker violating this rule could be the subject of a disciplinary complaint, in addition to losing his entitlement to remuneration under his brokerage contract (section 20 of the *Regulation respecting contracts and forms*).

---

### **AT THE TIME OF THE TRANSACTION**

The declarations by the seller form submitted to a buyer must be annexed and referenced under clause 13.1 of this buyer's promise to purchase. Like any other document that forms an integral part of the promise to purchase, the declarations by the seller form and all related documents must be sent to the hypothecary lender to enable the lender to set the terms of the loan to be extended to the buyer in full possession of the facts. This form will also be given to any inspector upon request.

---

### **BROKERAGE CONTRACT - SALE SIGNED BEFORE JULY 1, 2012**

The *Regulation respecting contracts and forms* which came into force on July 1, 2012 requires brokers to use the new forms as of that date. Does that mean that for a brokerage contract signed before that date, the form *Declarations by the seller of the immovable* should have been completed as of July 1, 2012? The answer is no, but it is always recommended to do so. The rule is that an old Brokerage contract form signed before July 1, 2012 remains valid until it expires. It should also be noted that the form *Declarations by the seller of the immovable* does not have to be completed if the initial brokerage contract is extended using an

*Amendments* form after July 1, 2012; here again, however, it is recommended to do so in order to protect all the parties to the transaction.

---

### **BROKERAGE CONTRACT - SALE SIGNED SINCE JULY 1, 2012**

For brokerage contracts signed since July 1, 2012, the form *Declarations by the seller of the immovable* is a mandatory annex that is part and parcel of these new brokerage contracts. The broker must complete the form jointly with the owner and have him sign it at the time of signing of any new mandatory *Brokerage contract - Sale*.

---

### **PROMISE TO PURCHASE SIGNED SINCE JULY 1, 2012**

All new promises to purchase signed since July 1, 2012 must be supplemented with the mandatory form *Declarations by the seller of the immovable*, regardless of whether the immovable is covered by a brokerage contract signed before or after July 1, 2012.

However, in the case where the seller, whose brokerage contract was concluded before July 1, 2012, provided his declarations on the immovable using the old DS form, the broker shall inform buyers that certain essential declarations that the seller must provide are missing in the old DS form. These declarations must be obtained by asking the seller to complete a new DS form or otherwise provide in writing these new declarations (clauses D2.4, D2.6, D2.7, D.8.6, D8.7 and D.13.9). If unable to obtain them before completing the promise to purchase, it is also possible to include a condition under clause 9.1 (to obtain and check the new DS form) or 12.1 of the Promise to purchase (to get and check the missing declarations only), as the case may be.

As in the case of the new Brokerage contract form, the form *Declarations by the seller of the immovable* is a mandatory annex that is part and parcel of the promise to purchase, to which it must be linked under clause 13.1.

---

### **CONCLUSION**

The form *Declarations by the seller of the immovable*, which is now mandatory, is an added value offered by real estate brokers in order to protect the interests of their clients, by minimizing the risk of legal action for sellers, and by allowing buyers to enter into a transaction with a better knowledge of the condition of the property. It also helps protect all brokers, who have verification and disclosure obligations when it comes to providing information to the public concerning the properties they are offering for sale. ●



# Self-inspection

to help you  
**improve  
your practice**

*Every year, the OACIQ invites brokers acting on their own account and agency executive officers to conduct a self-inspection. This exercise is an excellent means for us to collect many statistics to help you consolidate and improve certain aspects of your practice.*

## **Samples of respondents 2011**

In 2011, 1,921 brokers and agency executive officers were invited to complete a self-inspection questionnaire. Among them, 306 had the long version of the questionnaire and 1,615 had the short version. Here are the most significant trends resulting from this self-inspection process.

## **Electronic media**

We immediately note that the computerization of registers had been relatively stable in 2011. The following chart provides the percentages observed over the years regarding the keeping of registers on electronic media.

	2011	2010	2009	2008
Accounting register / general administration	65%	66%	62%	61%
Accounting register / trust account	54%	55%	54%	53%
Register of transactions	50%	51%	52%	51%
Register of brokerage contracts	49%	50%	49%	45%
Register of disclosure notices	41%	25%	N/A <sup>(1)</sup>	N/A <sup>(1)</sup>

<sup>(1)</sup> The keeping of this register has started only in 2010 following the coming into force of the REBA on May 1, 2010.

In addition, the percentage of respondents who now manage their documents electronically has doubled (16% in 2011 against 8% in 2010).

## **Supervision**

Among agency executive officers who completed the long version of the questionnaire, all those supervising novice brokers stated that they have put in place a system, enabling them to verify brokerage contract records of these brokers before an immovable is marketed. Most of them (97%) also declared having developed a verification system to check and oversee the progress of their transactions.

## **Trust account management**

The results of the self-inspection show that 35% of brokers and agency executive officers interviewed received a down payment concerning a transaction, i.e. 3% more than in 2010. Moreover, about 21% of agency executive officers stated that they took advantage of the possibility of delegating the obligations of maintaining such an account to another agency, against 79% of agency executive officers who did not do so.

## **Continuing education**

We note that the number of agency executive officers who offered trainings to their brokers or staff in 2011 has decreased compared to 2010, from 74% to 58%.

## Did you know that...

*It was on April 30, 2012 that the OACIQ Info Center received the highest volume of calls in 2012, with 951 people who obtained answers to their questions?*

*When compared to 2011, the busiest day was April 26, with 687 telephone inquiries.*

We have also asked agency executive officers who completed the long version of the questionnaire about the topics that should be covered in the continuing education activities provided to them, their brokers and administrative staff. The chart below provides details of their answers:

Education subjects	% of respondents
Use of the online land register	38%
Workshop on the deadlines indicated on the mandatory and recommended forms	32%
Successions	28%
The keeping of records and registers	22%
Workshop on the drafting of Brokerage contract - Sale - Residential immovable	23%
Workshop on the certificate of location	19%
Professionalism and etiquette	17%
Other:	14%
<ul style="list-style-type: none"> <li>• Workshop on standard clauses</li> <li>• Mortgage brokerage</li> <li>• The Act and jurisprudence</li> <li>• HDR (Exposio) and 360° photography</li> <li>• "Update" meeting</li> </ul>	
Divided and undivided co-ownership	33%
Managing trust accounts	13%

These answers highlight the expectations of brokers and agency executive officers regarding continuing education. They will certainly be taken into account by our Continuing Education Department in developing future activities.

### Referral of Clients

In this Self-inspection, 54% of respondents stated that had received remuneration for referring clients to financial institutions. About 93% of them said that they disclosed to their clients, buyers

or sellers, as the case may be, the remuneration agreements associated with these referrals, compared to 88% in 2010.

We also noted that the Disclosure of remuneration agreement or sharing form was used more in 2011 (61%) compared to (55%) in 2010. The disclosure is most often made by the means of a letter sent to clients (15% in 2011 against 9% in 2010).

### Communication tools

Finally, we are pleased to note that resources and communication tools we develop for brokers and agency executive officers are still widely used by the main stakeholders. Here is a breakdown of percentages of people using them:

OACIQ website	80%
Pro@ctif Newsletter	72%
Synbad Extranet	68%
Book of Standard Clauses	61%
Electronic Forms	52%
OACIQ Info Center	51%
Profession Broker Newsletter	37%
None	3%

These tools are the best means for you to monitor the developments of your professional practice.

Thank you for your collaboration on the self-inspection. ●

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# INSTRUCTIONS TO THE NOTARY

## regarding remuneration sharing

### WHO CAN DO WHAT?

*(Please note that throughout this text, the term “broker” necessarily refers to the broker acting on his own account)*

Since July 1, 2012, the seller’s broker or agency may instruct the notary to pay directly the buyer’s broker or agency from the proceeds of the sale.

Indeed, the clause 11.4 of the Promise to purchase form provides that:

*11.4 AGENCY OR BROKER REMUNERATION - INSTRUCTIONS TO THE NOTARY - The BUYER and the SELLER irrevocably instruct the acting notary to pay directly to \_\_\_\_\_, agency or broker of the SELLER, the remuneration amount set out in the brokerage contract to sell awarded by the SELLER from the available sums payable to the SELLER after payment of any prior or hypothecary claim and any disbursements or fees incurred by the notary to cancel these claims. Upon instruction from the agency or broker of the SELLER, the notary shall pay a portion of this remuneration to the agency or broker identified in clause 2.1.*

For a better understanding, let us recall some principles:

- The broker acting within an agency cannot under any circumstances be paid directly, whether he represents the seller or the buyer. The same applies to his business corporation, if applicable. In fact, the term “broker” used in clause 11.4 refers to the new concept of “broker acting on his own account”.
- The right to the remuneration of the seller’s broker results from the brokerage contract binding the broker to the seller. The right to the remuneration of the buyer’s broker arises rather from a second remuneration sharing agreement between the seller’s broker and the buyer’s broker or agency. This agreement appears generally in the description sheet when both brokers are members of a real estate board and the property is listed in the Multiple Listing Service of this board.

Therefore, only the seller’s broker or agency may instruct the notary to pay directly the buyer’s broker or agency. The buyer’s agency or broker cannot under any circumstances require to be directly paid by the notary. He will send his invoice to the seller’s broker or agency.

Specifically, under clause 11.4, the seller’s broker or agency:

- will send one invoice to the notary;
- will send to the notary written instructions to pay the buyer’s agency or broker who collaborates to the transaction. These instructions can be included in the invoice sent. Without these instructions, the notary will not pay the buyer’s broker or agency.

#### HERE IS A SAMPLE INVOICE:

*Sample invoice used when the agency or broker acting on his own account who represents the seller instructs the notary to share remuneration with the agency or broker acting on his own account who represents the buyer*

“HEADER OR IDENTIFICATION OF THE AGENCY OR BROKER ACTING ON HIS OWN ACCOUNT WHO REPRESENTS THE SELLER”

INVOICE NO. 12345

Date

“NAME OF SELLER (S)”  
Address  
City  
Postal code

Subject: Invoice – Remuneration for the sale of your property located at: address, city, postal code

SELLING PRICE	\$425,000.00
REMUNERATION (6%)	\$25,500.00
G. S. T. 1234564 (5%)	\$1,275.00
Q. S. T. 8901234 (9.5%)	\$2,543.63
TOTAL DUE	\$29,318.63 *

*Instructions to the notary:*

*In accordance with clause 11.4 of the Promise to purchase, which allows the agency or broker representing the seller to instruct the acting notary to pay the portion of remuneration due to the agency or broker acting on his own account who represents the buyer, we would ask you to divide the total amount due as follows and pay the amounts specified to:*

*Agency or broker acting on his own account XXX (representing the seller):\$14,659.32  
Agency or broker acting on his own account XXX (representing the buyer):\$14,659.32*

We trust the above is to your entire satisfaction, and remain

Yours truly,

\_\_\_\_\_  
(signature)

“Name of the broker acting on his own account or of the responsible of the agency issuing the invoice”

Did you know that...

You can check the electronic version of the Profession Broker Newsletter on our website, under OACIQ tab.

A straightforward and effective way to have it always handy, wherever you are!

Moreover, it should be pointed out that the notary may charge fees to carry out these payments. The agency or broker should therefore ask the notary to see whether he will charge them and how much.

Where necessary, in the case where the buyer's agency or broker is bound to his client by a *Brokerage contract - Purchase*, this clause can be supplemented by clause R 2.5 of the *Annex R - Residential immovable* form. In this regard, we encourage you to go on our website and check the article no. 120998 "Instructions to the notary regarding remuneration: a specific clause on this subject", dealing specifically with this issue. ●

## SEMINAR Défis 2013\*

\* IN FRENCH ONLY

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**January 21<sup>st</sup> and 22<sup>nd</sup>, 2013**

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## INSPECTION DEPARTMENT

# Be vigilant!



### JANUARY IS APPROACHING

Forward your documents to the Inspection Department NO LATER THAN March 31, 2013

- "Self-inspection 2012 ONLINE" Questionnaire
- Trust transaction annual report 2012
- Register of disclosure notices 2012

#### Who must provide these documents?

All agencies and all brokers acting on their own account, regardless of their field of practice even though they have been recently inspected or are on the verge of being inspected by an inspector from the Inspection Department.

**IMPORTANT: IF YOU ARE A BROKER WORKING WITHIN AN AGENCY, YOU DO NOT HAVE TO PROVIDE THESE DOCUMENTS.**

#### Self-inspection 2012 ONLINE Questionnaire

Any agency or broker acting on his own account, holder of a valid OACIQ licence, must provide this document.

*Note: this questionnaire must be completed and submitted electronically through Synbad.*

#### Trust transaction annual report 2012

Any agency or broker acting on his own account who made transactions in his trust account during 2012 must provide this report.

Do not forget to include your bank statements for 2012.

*Note: if you are an agency and you delegated the maintenance of your trust account to another agency, you do not have to submit this report; the other agency will do it for you.*

#### Register of disclosure notices 2012

Any agency (or when one of its brokers) or broker acting on his own account who, under the obligation to disclose, submitted a disclosure notice must send this register. In fact, a register must contain all disclosure notices submitted when an agency or broker is involved directly or indirectly in a transaction for the purchase, sale or exchange of an immovable or enterprise, or acts as lender for a loan secured by immovable hypothec.

Send your register of disclosure notices or your trust account annual report by fax at 450-676-4095. ●

## Canadian liability insurance funds come together to discuss professional liability

On July 9, 2012, the Fonds d'assurance responsabilité professionnelle du courtage immobilier du Québec (FARCIQ) held a two-day meeting which brought together senior claim executives and directors of Professional Liability Insurance Funds of Real Estate Brokerage of Canada. Many topics were discussed including the insurance policy coverage, planning of risk management, jurisprudence, type and frequency of claims, good practices to be promoted, texts of policies, etc. In short, it was a busy meeting to compare professional liability in various provinces and discuss current issues that might have a significant impact on real estate brokerage activities in Québec.

### Comparing ourselves to other Funds to better adapt to the reality and needs of the profession

Concerning real estate brokerage in Canada, the FARCIQ is the third most important professional liability insurance fund for its number of policy holders. And in Québec, for all categories of professionals, the Fund ranks second behind the Fonds d'assurance responsabilité professionnelle du Barreau du Québec.

In this respect, the FARCIQ, which insures almost 18,000 real estate and mortgage brokers, positions itself at both national and provincial levels and advocates the analysis of current and future issues in order to offer its policy holders an advantageous and competitive insurance policy.

Remember that by taking out professional liability insurance, the Fund's mission is to protect the assets of its insureds, holders of a valid OACIQ licence:

- by protecting them in case of fault, error, negligence or omission;
- by informing them and by working on the prevention and management of professional error risks in the performance of brokerage activities;
- by compensating the public for the negative consequences suffered.

### Prevention and collaboration are the central focus of the Fund

Mr. Robert Nadeau, President and Chief Executive Officer of the OACIQ, Mr. Louis-Georges Pelletier, member of the Board of Directors of FARCIQ and Chair of the Claim and Prevention Committee, as well as some directors of FARCIQ, have also participated in this meeting. According to Mr. Michel Léonard, Chair of the Board of Directors of FARCIQ: "the collaboration between the OACIQ and the FARCIQ is essential to properly target the issues and realities of real estate brokerage, and adequately meet real estate and mortgage brokers' needs in terms of insurance, prevention, communication and training".

"To avoid adverse consequences of a claim, our clients must be informed about the error risks and the good practices to be adopted in their profession. Prevention and management of risks were at the core of this rewarding meeting" says Mr. Louis Haeck, the Fund's General Manager.



From the left to the right: Louis Haeck, General Manager of FARCIQ, Ruth Garrett, Insurance Administrator, Real Estate Council (Ontario), Louis-Georges Pelletier, Chair of the Claim and Prevention Committee of FARCIQ, Michel Léonard, Chair of the Board of Directors of FARCIQ, Robert Nadeau, President and Chief Executive Officer of the OACIQ, Harvey Gamble, General Manager, Real Estate Insurance Exchange (Alberta), Leslie J. Howatt, General Manager, Real Estate Errors and Omissions Insurance Corporation (BC), Joe Tontini, Dion Durrell + Associates (Ontario), Lester D. Lee, Consultant, Dion, Durrell + Associates Inc (Ontario)

Absent from the photo: David De La Ronde, Claims Administrator, Real Estate Insurance Exchange [REIX] (Alberta) and Paul Konikoff, Insurance Administrator, Real Estate Council (Ontario)

The insurance Fund has seen its number of claims increase every year, from 47 claims in 2006 to more than 500 claims annually. Here is the description of the most frequently filed claims:

- Misrepresentations about the condition of the property sold;
- Underestimated condominium fees;
- Non-compliant sanitary facilities;
- The instructions provided by the client or buyer not followed;
- Miscalculating the mortgage penalty when refinancing a property and miscalculation of rates;
- Miscalculation of area;
- Underestimated property taxes;
- Sale without legal warranty;
- Latent defects;
- Zoning compliance.

By being cautious and vigilant, all brokers can help decrease the growing number of claims. This would decrease liability insurance premiums. For more information on the Fonds d'assurance responsabilité professionnelle du courtage immobilier du Québec (FARCIQ), visit [www.farcicq.com](http://www.farcicq.com). ●



# BROKERS' ACTIONS



## INCOME PROPERTY

### HOW TO AVOID THIS MISTAKE

In the case of an income property, the broker must always make sure to **check the leases in force** to find any information that may affect the purchase decision. Any relevant information must be communicated to future owners so they can make an informed decision.

### TIP OF A PRO

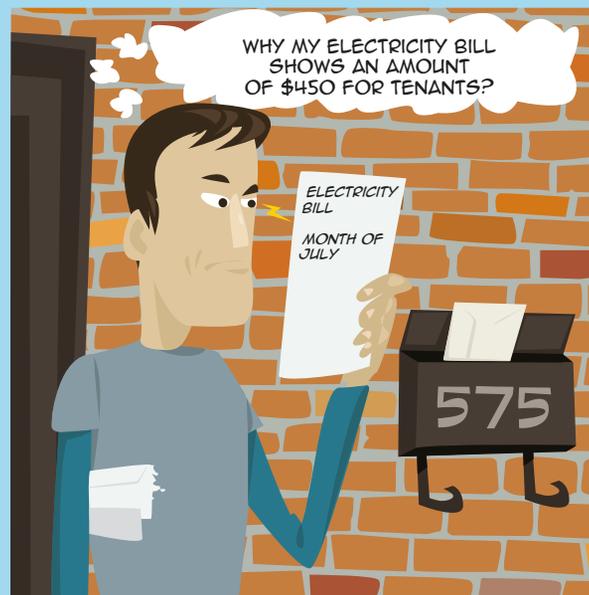
Do not take for granted the words of the current owner and make all required checks to validate the accuracy of documents. You must ensure you fully understand all the information contained in the leases.

**Make sure that the prospective buyer has consulted the leases before the promise to purchase.**

If your clients have any questions, refer them to appropriate resources and experts.

### IMPACT

Don't forget that this type of error has consequences for the broker. If you are held responsible and compensation is paid to claimant, you must pay a deductible. Also note that a lawsuit filed with courts has an impact on your personal credit report for as long as the dispute lasts, without taking into account **the waste of time that this entails**. In all cases, prevention is better than cure.




# FARCIQ

Fonds d'assurance responsabilité professionnelle  
du courtage immobilier du Québec

WWW.FARCIQ.COM

## Syndic's Tour

**Abitibi-Témiscamingue  
Real Estate Board**  
Rouyn-Noranda  
September 20, 2012

**Haute-Yamaska  
Real Estate Board**  
Granby  
October 2, 2012

**Saguenay-Lac-Saint-Jean  
Real Estate Board**  
Chicoutimi  
October 10, 2012

**The Outaouais Real Estate  
Board**  
Gatineau  
October 11, 2012

**Québec Real Estate Board**  
Québec  
October 15, 2012

**Central Québec  
Real Estate Board**  
Drummondville  
October 17, 2012

**Québec Real Estate Board**  
Rivière-du-Loup  
October 25, 2012

**Québec Real Estate Board**  
Rimouski  
October 26, 2012

**Québec Real Estate Board**  
Baie-Comeau  
October 29, 2012

**Québec Real Estate Board**  
Sept-Îles  
October 30, 2012

**Laurentians Real Estate  
Board**  
Piedmont  
November 1, 2012

**Lanaudière Real Estate  
Board**  
Joliette  
November 29, 2012

OACIQ  
was there!

**Canada Mortgage and  
Housing Corporation's  
Annual Golf Tournament**  
*Parcours du Cerf*  
Longueuil  
August 27, 2012

**Mauricie Real Estate  
Board's Golf Tournament**  
KI-8-EB Club  
Trois-Rivières  
September 13, 2012

**Re/Max Fall 2012 Event**  
*Palais des congrès*  
Montréal  
September 14, 2012

**Les Associés Inc.  
Agency Convention**  
Mont-Gabriel hotel  
Sainte-Adèle  
September 14, 2012

**Via Capitale Convention**  
Best Western hotel  
Drummondville  
September 19 and 20, 2012

**Salon Ma Carrière**  
*Complexe sportif Bell*  
Brossard  
September 19 and 20, 2012

**Re/Max Harmonie  
Convention**  
*Auberge Les Trois Tilleuls*  
Saint-Marc-sur-Richelieu  
September 24, 2012

**Laurentians Real Estate  
Board Convention**  
*Manoir Saint-Sauveur*  
Saint-Sauveur  
October 9, 2012

**Estrie Real Estate Board's  
Annual Seminar**  
Sherbrooke University  
Sherbrooke  
October 18, 2012

**Québec Real Estate  
Board's Annual Seminar**  
Clarion hotel  
Québec  
October 23, 2012

**Outaouais Real Estate  
Board's Annual Seminar**  
*Château Cartier*  
Gatineau  
October 25, 2012

**Seminar on Co-ownership**  
Mortagne hotel  
Boucherville  
November 7, 2012

**Seminar on Co-ownership**  
Le Concorde hotel - Loews  
Québec  
November 13, 2012

**Saguenay-Lac-Saint-Jean  
Real Estate Board's  
Annual Seminar**  
Delta Saguenay hotel  
Jonquière  
November 22, 2012

The syndic  
will be there!

OACIQ  
Montréal  
December 11, 2012

OACIQ  
Laval  
December 13, 2012

OACIQ  
Brossard  
December 20, 2012

## Agenda Notes

December

THE OACIQ'S OFFICES  
WILL BE CLOSED

From December 24, 2012 to  
January 2, 2013 inclusively  
Holiday break