

A photograph of a flooded residential street. In the foreground, a metal utility pole stands in a patch of tall green grass that is partially submerged in murky, rippling floodwater. The water extends across the street and into the background. In the distance, a paved road, a utility box, and a building with a white door and green shutters are visible. A blue callout box with a white border is overlaid on the left side of the image, containing the title text.

QUICK REFERENCE GUIDE – FLOODING

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WE ENCOURAGE YOU TO REFER TO THIS QUICK REFERENCE GUIDE WHEN SELLING A PROPERTY AFFECTED BY FLOODING.

Purpose of the Quick Reference Guide

This Quick Reference Guide identifies the obligations of the broker when it comes to flooding, and points to the relevant sections of the *Regulation respecting brokerage requirements, professional conduct of brokers and advertising* (hereinafter called the Regulation).

The Guide also refers to the various clauses contained in the mandatory forms and the standard clauses to be used for the purpose of a brokerage contract to sell or when conducting a transaction for any type of immovable affected by flooding.

Definition of flooding

Flooding is “an overflowing of water onto land that is normally dry for the major part of the year.”

Important note

This Guide does not deal with other types of water accumulation that may have affected an immovable but were not caused by flooding as defined above, although this must still be disclosed.

The use of this Quick Reference Guide is strictly limited to situations involving flooding.

BEFORE YOU EVEN REPRESENT THE SELLER

You must not urge a person insistently or improperly to use your professional services (s. 72 of the Regulation).

A flood is an ordeal for a homeowner. Victims sometimes lose all their possessions, keepsakes and mementos, and before they can resume a normal life, they often have to live through several months of major renovation work. This can sometimes lead people to make hasty decisions. In some case, the victims’ mental health can even be affected by the stress brought on by these events. It is important for the broker to be aware of this and in no case urge a person insistently or improperly to use his professional services.

WHAT TO DO REGARDING THE SELLER

You must inform the seller that you have a duty to:

1 Inform the buyers of any known factor that may adversely affect the parties or the immovable (s. 85 of the Regulation)

Since the property has sustained flooding, you must indicate it since this is a factor that is liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expenses relating thereto.

- To this end, clause D14.1 of the mandatory forms *Declarations by the seller of the immovable* or *Declarations by the seller of the immovable - Divided co-ownership* (as the case may be) should be indicated in clause D15 (Details) of these forms.

For a parcel of land that is not intended for residential construction, a commercial building or an immovable containing five dwellings or more, if the seller does not complete the *Declarations by the seller of the immovable* form (recommended in this context), but chooses to complete the clause provided in the recommended form *Exclusive Brokerage Contract – Sale of an Immovable*, clause 8.4 (1) (factors relating to the immovable and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expenses related thereto) should be completed and the word “flood” should be indicated.

2 Make the normal verifications regarding the information you provide to the public and to other licence holders (s. 5 of the Regulation)

If the immovable is located in a flood-risk area, you must indicate this restriction of public law in clauses D2.9 of the form *Declarations by the seller of the immovable* or D14.1 of the form *Declarations by the seller of the immovable - Divided co-ownership*, as the case may be. You must also complete clause D15 (Details) of these forms. This information may be obtained from the municipality. Some certificates of location also mention it. A [map of flood-risk areas](#) is available.

For a parcel of land, a commercial building or an immovable containing five dwellings or more, if the seller does not complete the *Declarations by the seller of the immovable* form (recommended in this context) and chooses to complete the recommended form *Exclusive Brokerage Contract – Sale of an Immovable*, clause 8.4 (10) (Restriction of public law) of this form should be completed.

3 Inform him that he must provide his declarations on the immovable to the buyer (s. 82 of the Regulation):

To this end, the broker must complete the form *Declarations by the Seller of the Immovable* or *Declarations by the Seller of the Immovable - Divided co-ownership* (as the case may be) with the help of and based on the information and documents provided by the seller.

Several clauses in these forms are especially relevant to floods. The following clauses are related to this topic and should be completed, as the case may be:

- Clauses D4.1 DS or D3.1 DSD (water infiltration)
- Clauses D3.1 DS or D4.1 DSD (soil instability)
- Clauses D3.6 DS or D4.6 DSD (water accumulation on property)
- Clauses D7.2 DS or D6.2 DSD (odours due to dampness)
- Clauses D7.3 DS or D6.3 DSD (mould)
- Clauses D9.1 DS or D8.1 DSD (plumbing-related problems)
- Clauses D14.1 DS or D13.1 DSD (damage to the property following an event such as a flood)

4 Take steps to discover, in accordance with accepted practice, any factors that may adversely affect the buyer or the immovable (s. 84 of the Regulation)

To this end, the following points should be verified, among others, and the answers entered in section D15 of the mandatory forms *Declarations by the Seller of the Immovable* or *Declarations by the Seller of the Immovable- Divided co-ownership*, as the case may be, or in Annex G in order to determine:

1. Whether the immovable is located close to a body of water;
2. If applicable, the type of flood-risk area where the immovable is located;
 - a) high-velocity zone (20-year flood frequency);
 - b) low-velocity zone (100-year flood frequency);

In these areas, all non-immunized constructions or work are prohibited (for a definition of immunized property, see explanation under item 6 j on the next page).
3. The Government of Québec is currently modernizing the regulatory framework for water environments, which includes updating the flood zone maps for the Richelieu River watershed, the Yamaska River watershed, and the Missisquoi Bay watershed. The new maps for the Upper Richelieu will be published after 2026.

The following should also be added for brokers: Any work planned in or near a watercourse (banks, riparian zones, or flood zones) must first be verified with the local municipality to determine whether an authorization is required.

4. Whether immovables were flooded in the neighbourhood;
5. Whether the municipality where the immovable is located has a management plan for flood-risk areas;
6. Whether the immovable has sustained damage from flooding in the past;

If so, based on the seller's responses, you will need to specify the following:

 - a) date of the last flood;
 - b) approximate amount of water that accumulated during this flood;
 - c) approximate time needed for the water to evacuate and for drying operations;
 - d) cause of the flood;
 - e) type of action taken following the flood (e.g. repair or rebuild);
 - f) permit obtained prior to the action required;
 - g) work done following the flood (e.g. treatment for mould and fungi, plumbing, heating system, appliances and devices, installation of backwater valve, septic tank);
 - h) flood assistance obtained under a government program;
 - i) whether the flood caused any oil or chemical spills, and decontamination, if applicable;

- j) immunization measures taken regarding the immovable;
 - The immunization measures applicable to buildings, particularly in flood-prone areas, stem from the Regulatory framework for the management of water environments and are specified in government and municipal documents. These rules are implemented by municipalities through their own urban planning and zoning by-laws, which may impose additional conditions based on local characteristics and flood zone mapping, in accordance with the provincial regulatory framework in effect since March 1, 2026.
 - Immunization work must be carried out in accordance with the Transitional regime for the management of flood zones, riverbanks and shorelines, and in accordance with the [immunization rules](#) established by the municipality.
- k) the identity of persons or enterprises who performed the repair, reconstruction or immunization work and, if applicable, their Régie du bâtiment du Québec (RBQ) number.

5 Obtain all relevant documentation to be able to prove the accuracy of the information provided (s. 5 of the Regulation) (e.g. invoices, septic tank compliance certificates, photos taken after the flood, tests, permits, expert or analysis reports)

6 Advise and inform the client (s. 83 of the Regulation)

In a context where the property sustained flood damage, the seller may wish to exclude the legal warranty of quality. As a real estate broker, you must advise and inform him or her about the impacts.

- To this end, standard clause 3.5.1 – Exclusion clause specific to the immediate seller may be inserted in section 11 of different brokerage contract forms (Other declarations and conditions) or in Annex G, as well as into the detailed description sheet. You will also have to make sure that this standard clause is included in section 12 of different promise to purchase forms (Other declarations and conditions) or in Annex G, or in the mandatory form *Counter-Proposal*.
- For a parcel of land, a commercial building or an immovable containing five dwellings or more, the same procedure must be followed using recommended forms *Exclusive Brokerage Contract – Sale of an Immovable and Promise to purchase – Immovable*.

7 Provide the buyer with a copy of the form *Declarations by the Seller of the Immovable* and of any expert or analysis report concerning the immovable, even if no problem was uncovered (s. 85 of the Regulation)

WHAT TO DO REGARDING THE BUYER

If you already represent the seller, you should already have followed the steps described above. Now, although you have duty to protect and promote the interests of the party whom you represent, you must also provide fair treatment to the other party to the transaction. In this situation, you must inform the buyer that you have an obligation to protect and promote the interests of the seller, but that you will treat the buyer fairly (s. 16 of the Regulation).

If you are only representing the buyer, you should get the information above from the broker representing the seller, who has an obligation to provide it to you.

1 In both cases, you should also:

- a) If you represent the seller, provide the buyer with the form *Declarations by the Seller of the Immovable* and any expert or analysis report concerning the immovable (s. 85 of the Regulation) or the form *Declarations by the seller of the immovable - Divided co-ownership* (as the case may be);
- b) If you represent only the buyer, in addition to the form *Declarations by the Seller of the Immovable* (s. 84 of the Regulation) which will be provided to you, obtain any expert or analysis report concerning the immovable.
 - To this end, clause 9.1 (Review of documents by the buyer) of various promise to purchase forms should be completed.

For a parcel of land that is not intended for residential construction, a commercial building or an immovable containing five dwellings or more, if the seller does not complete the *Declarations by the seller of the immovable* form (recommended in this context), but chooses to complete the clause provided in the recommended form *Promise to purchase – Immovable*, clause 10.2 (Additional declarations by the seller) should, at a minimum, be completed.

2 Inform the buyer of any known factor that may adversely affect the buyer or the immovable (s. 85 of the Regulation):

Since the property has sustained flooding and this is a factor that is liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expenses relating thereto, this information must be indicated in clauses D14.1 DS or D13.1 DSD, as the case may be (Damage to the property following an event such as a flood) and clause D15 (Details) of these forms.

- For a parcel of land that is not intended for residential construction, a commercial building or an immovable containing five dwellings or more, if the seller did not complete the *Declarations by the seller of the immovable* form (recommended in this context), but chooses to complete the recommended form *Promise to purchase – Immovable*, an explanation should be added concerning clause 10.2 (1) (factors relating to the immovable and liable to significantly reduce the value thereof, reduce the income generated thereby or increase the expenses related thereto).

3 Make verifications, in accordance with accepted practices, regarding the information you provide to the buyer and be able to prove the accuracy of this information (s. 5 of the Regulation):

- a) by establishing if the immovable is located in a flood-risk area;
 - If so, you should find this restriction of public law in clauses D2.9 of the form *Declarations by the seller of the immovable* or D14.1 of the form *Declarations by the seller of the immovable - Divided co-ownership*, as the case may be, and clause D15 (Details) of these forms.

For a parcel of land that is not intended for residential construction, a commercial building or an immovable containing five dwellings or more, if the seller did not complete the *Declarations by the seller of the immovable* form (recommended in this context), but chooses to complete the recommended form *Promise to purchase – Immovable*, an explanation should be added concerning clause 10.2 (10°).

This information may be obtained from the municipality. Some certificates of location also mention it. A [map of flood-risk areas](#) is available.

- b) by recommending that the buyer obtain the invoices for decontamination and drying operations, if not already provided with the form *Declarations by the seller*;
 - To this end, clause 9.1 (Review of Documents by Buyer) of different promise to purchase forms can be completed, even for a parcel of land, a commercial building or an immovable containing five dwellings or more.
 - Please note that decontamination must have been done by a specialized firm. Disinfecting with bleach is not sufficient.
- c) by recommending that the buyer obtain quotes for repairs and work invoices, if not already provided with the form *Declarations by the seller*;
 - To this end, clause 9.1 (Review of Documents by Buyer) of different promise to purchase forms can be completed, even for a parcel of land, a commercial building or an immovable containing five dwellings or more.
- d) by checking with the municipality whether a permit is required where work is being considered (s. 5 of the Regulation).
 - To this end, standard clause 3.9 (Zoning change or permit) can be inserted in section 12 of different promise to purchase forms (Other declarations and conditions) or in Annex G, even for a parcel of land, a commercial building or an immovable containing five dwellings or more.

4 Recommend that the buyer have a complete inspection of the immovable done by a professional or a building inspector (s. 81 of the Regulation):

- To this end, clause 8.1 of various promise to purchase forms (Inspection of the immovable) should be completed. For a parcel of land that is not intended for residential construction, a commercial building or an immovable containing five dwellings or more, clause 8.1 of the recommended form *Promise to purchase – Immovable (Inspection of the immovable)* can be completed.
- Provide the buyer with a list of professionals or building inspectors who meet the criteria outlined in the Regulation (s. 81), i.e.:
 - 1- have professional liability insurance covering fault, error and omissions;
 - 2- use a recognized inspection service agreement;
 - 3- perform inspections according to recognized building inspection standards;
 - 4- submit a written report to the party that requested the inspection services.

5 Advise the buyer to seek the assistance of a recognized expert if the protection of his interests so requires (s. 80 of the Regulation), including by recommending, as applicable:

- a) a water test in the case of an artesian well;
 - To this end, standard clause V2.2 of the recommended form *Annex – Drinking water and septic system* (Drinking water test) can be completed.
For a parcel of land, a commercial building or an immovable containing five dwellings or more, the previous clause should also be completed.
- b) that a septic tank compliance certificate be obtained;
Septic tanks often present problems involving the weeping field.
 - To this end, standard clause V2.3 of the recommended form *Annex – Drinking water and septic system* (Verification of septic systems) can be completed.
For a parcel of land, a commercial building or an immovable containing five dwellings or more, the previous clause should also be completed.
- c) that confirmation be obtained regarding the stability of the foundation.
 - To this end, clause E2.1 of the recommended form *Annex – Expert Report* should be completed. (Expert report requested by the buyer)
For a parcel of land, a commercial building or an immovable containing five dwellings or more, the previous clause should also be completed.

6 Take any other measure deemed relevant to the situation:

The following standard clauses can be used and, where applicable, inserted in section 12 of all promise to purchase forms (Other declarations and conditions) or in Annex G, even for a parcel of land, a commercial building or an immovable containing five dwellings or more.

- Clauses E2.2 and E2.3 of the recommended form *Annex – Expert Report* (Analysis of the bearing capacity of the soil [by the buyer or the seller])
- Clauses E2.4 and E2.5 of the recommended form *Annex – Expert Report* (Environmental characterization study)
- Clause AV4.3 of the recommended form *Notice and follow-up on fulfilment of conditions – Immovable* (Cancellation of Promise to purchase Following Immovable's Inspection)
- Standard clause 3.2 (Insurance commitment)
- Standard clause 3.7 (Swimming pool inspection)
- Standard clause 3.8 (Tank and heating systems inspection)
- Clause V2.1 of the recommended form *Annex – Drinking water and septic system – Immovable* (Drinking water flow test)
- Standard clause 3.11 (Work to be performed by the seller)
- Standard clause 3.15 (General clause by which a sum is withheld by the notary to guarantee an obligation by the seller)
- Clause V2.5 of the recommended form *Annex – Drinking water and septic system – Immovable* (Soil test prior to the construction of a septic installation)

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