



Agent Checklist for Buyers

Required Documents and Discussions

- ☐ **Disclosure of Representation**
- ☐ **Privacy Notice & Consent**
- ☐ **Buyer Deal Breakers:**

No (covered) parking, no hardwood flooring, bedrooms, bathrooms, location, etc.

Once a suitable place has been found, **include the following in the offer:**

- ☐ **Contract of Purchase and Sale** (WEBFORMS)
- ☐ **Addendum I & II** (WEBFORMS)
- ☐ **Property Disclosure Statement** (Listing supplements in Matrix)
- ☐ **Title Search** (Listing supplements in Matrix)

All pages must be numbered and included into one PDF document.

Other Required & Optional Documents

- ☐ **FINTRAC ID & PEP** (ReallyTrusted)
These can be completed prior to the offer and the address filled in at a later date.
- ☐ **Disclosure of Expected Remuneration** (WEBFORMS)
This should be supplied to your buyer with each offer. This outlines your commission to the buyer and is a BCFSa requirement.
- ☐ **(Optional) Disclosure of Assignment Terms** (WEBFORMS)
- ☐ **(Optional) Disclosure of Interest in Trade** (WEBFORMS)

Discuss the following with your Buyer:

- ☐ **Offer Price**
- ☐ **Included items**
- ☐ **Completion, Possession & Adjustment dates**
- ☐ **Offer open until...**
- ☐ **Standard subjects** discussed and established
- ☐ **Search Municipal Records:**
Ask the listing agent in writing whether the sellers had any correspondence - other than property tax issues - with the municipality since they became owners. Please note: All Listing Agents and all Buyers Agents must search municipal records without exception. MLS info may not be solely relied upon. Buyers submitting unconditional offers must be warned in writing of the potential risks of failing to search municipal records prior to entering into a binding contract.
- ☐ **Talk to neighbours of subject property:**
Talk to at least some of neighbours to find out about potential issues that may affect your client's use and enjoyment of the property but may not be found out from the strata documents.



Additional Clauses for Consideration

If **Tenancy assumed** by the buyer:

The Seller shall provide the Buyer within three days of acceptance a copy of the Residential Tenancy Agreement, last rent increase notice if any, and the move-in inspection report.

The Seller shall credit the Buyer with the Tenant's damage deposit plus applicable interest upon completion.

Under the Possession Date please note: **"Buyer assumes tenancy."**

If buyer wants the seller to give **3-month Notice to End Tenancy** to Tenant:

"The Parties agree that upon the Contract of Purchase and Sale becoming unconditional the Buyer shall request the Seller in writing to serve the Tenant a Three Month Notice to End Tenancy for Landlord's Use of the Property and the Seller warrants that such Notice shall be served promptly on the Tenant in compliance with the provisions of the Residential Tenancy Act."

Upon the contract becoming unconditional the buyer must give the seller a signed **Tenant Occupied Property (Buyers Notice to Seller for Vacant Possession)** form available at WEBFORMS

If buyer wants vacant possession and expect the seller to **"buy-out (cash for keys)"** the tenant:

"Subject to the Seller obtaining and providing the Buyer on or before January 15, 2025 a copy of an executed Mutual Agreement to End Tenancy having an effective move-out date of February 28, 2025 with the current Tenant. This condition is for the sole benefit of the Buyer."

This is a rather risky subject to include unless you had prior discussions with the L/A about the seller's willingness.

Appliances and fixtures working

Notwithstanding any other term of this contract the seller warrants that all included appliances and fixtures shall be in good working condition on Possession date.

Charges and Legal Notations on Property Title to be provided

The seller shall provide the buyer a copy of all non-financial charges and legal notations on the property's (common property and strata lot) title(s) within four days of acceptance.