

## **Information About This Contract**

**Please complete the attached forms.**

### **Working with a Realtor Brochure**

To help you ensure your experience is a rewarding one, it is advisable that you learn the legal and professional guidelines that will define the working relationship you have with your REALTOR®

This brochure also explains the collection, use and disclosure of personal information under Privacy guidelines. If you are still unclear about any of these concepts, feel free to seek legal counsel.

### **FinTrac Individual Identification Form**

An Individual Identification Information Record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.

**Strata Properties | Bylaws & Strata Contact info attached**

\_\_\_\_\_  
Signed, Sealed and Delivered this day of:

Between

\_\_\_\_\_  
Owner | Landlord

\_\_\_\_\_  
Owner | Landlord

\_\_\_\_\_  
Address

\_\_\_\_\_  
City | Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

And Ridge Meadows Property Management  
Property Management Company

**Maria Moudatsos**  
Property Manager

**MariaMoudatsos@shaw.ca**  
Email

RidgeMeadowsPropertyManagement.com  
Website

604-466-2838  
Office Telephone

604-466-2868  
Office Fax

22308 Dewdney Trunk Rd  
Maple Ridge BC  
V2X 3J2

Resident of Canada

Non-Resident of Canada

As defined under the Income Tax Act

**1 PROPERTY:** which includes all structures and facilities located thereon and is referred to herein as the "Property".

Address: \_\_\_\_\_

City: \_\_\_\_\_ BC, Postal Code: \_\_\_\_\_

**2 LISTING AUTHORITY AND TERMS:**

**2.1** The Owner hereby lists exclusively with Ridge Meadows Property Management to Rent | Lease the property described in Clause 1 ("Property") from \_\_\_\_\_ until a suitable tenant has been placed;

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2.2 The Owner hereby appoints Ridge Meadows Property Management (the "Manager") as managing agent for the Owner on the terms and conditions set forth herein.

2.3 **Manager's Responsibilities:** The Manager agrees and the Owner authorizes the Manager to manage the Property on behalf of the Owner and to perform the following duties;

i: To advertise the property; qualify prospective Tenant and show the property; review rental applications and consult with the Owner regarding choice of Tenant;

ii: To prepare our standard Residential Tenancy Agreement, negotiate with the Tenant regarding any modification to the terms of such agreements and arrange for their execution;

iii: To complete a move-in inspection report with the Tenant; collect the security deposit on behalf of the Owner and the first month's rental payment;

iiii: To use its best efforts to arrange for performance of all the covenants, duties and obligations of the Owner and Tenant pursuant to all leases and tenancy agreements which are in effect during the term of this agreement;

iiiii: To set-up collection of all rents and any other monies to which the Owner may be entitled to in connection with its operation, to arrange insofar as is reasonably possible for all such amounts to be paid when due.

3 **Tenant Placement Fee:** The Owner agrees to pay the Manager as compensation for the management services rendered as mentioned under this agreement a fee of 50% of the first month's gross rent plus GST and will be paid within three (3) business days after receiving the lease and deposit.

3.1 **Other Fees:**

i: If the Owner finds their own Tenant and requires Ridge Meadows Property Management to perform reference & credit checks, prepare a contract and move in report, a fee of 25% plus GST and will be paid within three (3) business days after receiving the lease and deposit.

ii: A cancellation fee will apply if the owner should terminate our contract at any given time, the cancelation fee of \$200 plus GST will be paid within three (3) business days after receiving the notice from the Owner.

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4 **Signs:** The Manager shall have the exclusive right to place any rental or management signs on or about the Property, subject always to the Owner's prior right to approve the content, location, and method of affixing such signs.

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**5 Limitation on Manager’s Liability:** The Manager shall not be liable to the Owner for any arrears in the collection of rents or other payments due from the Tenant or any one with respect to the operation of the Property or as a result of any damage or other loss affecting the Property or the operations of its equipment, or for any error in judgment or for anything which it may do or refrain from doing unless any resulting damage, loss, injury or liability has been caused by the negligence of the Manager or those for whom in law is responsible; nor shall the Manager be liable to the Owner for failure to perform any of the obligations set forth in this agreement if such failure is occasioned by or results from destruction or damage to the Property by fire or other cause, a strike or lockout, a civil commotion or disturbance, and act of God, a supervening illegality or any other act or cause which is beyond the reasonable control of the Manager except if due to the negligence of the Manager or those for whom it is in law responsible.

**6 Owner’s Indemnity:** The Owner shall Indemnify and save the Manger harmless from any and all damages, costs, claims and expenses suffered or incurred by the Manager:

i: In the course of carrying out its duties under this Agreement; and

ii: As a result of any act or omission by the Manager at the direction of the Owner, whether such direction was given in writing or orally; and

iii: Otherwise in respect of the Property or as a result of the Manager fulfilling or attempting to fulfill any of its obligations hereunder in good faith. To forthwith pay to the Manager pursuant to any claim for indemnification delivered by the Manager of the Owner during or after the term o f t h i s agreement;

**7 Insurance:** All property and liability insurance required in connection with the Property shall be the sole responsibility of the Owner, and the Manager will have no responsibility to review, monitor or advise the Owner with respect to insurance unless specifically agreed to in writing by the Manager.

The Owner agrees to arrange for comprehensive liability insurance. Such policies shall provide protection against any claims for personal injury, death or property damage or loss in the event that either the Owner or the Manager shall be held liable as a result of their respective obligations as Owner and Manager of the property.

**8 Indemnification:** Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall a Manager be liable to the Owner for the amount of any loss or damage to the Property or its contents, against which the Owner is insured and thereby entitled to indemnification from its insurer(s) but only to the extent of such indemnification.

**9 Services:** The Manager shall not be required or obligated by this Agreement to provide any services in connection with the renting, leasing or managing of any space within the Property in addition to those services specifically mentioned in this agreement.

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**10 Termination:** On termination of this agreement the Manager shall within fifteen (15) business days thereafter render a final accounting to the Owner and pay over any balance in the Manager’s trust account remaining at the credit of the Owner (less any amounts necessary to satisfy commitments made by the Manager prior to the date termination).

**11 Notice:** Notice may be given by either party to the other only in writing, by delivering or faxing the same or by mailing the same by prepaid registered post to the other party’s address set out at the beginning of this agreement, or to such other addresses within Canada as either party may give notice of to the other, and any such written notice will be deemed to be received upon delivery or transmission, if delivered or faxing, or on the fourth (4<sup>th</sup>) business day after the date of mailing, if mailed by prepaid registered post.

**12 Inurement:** This agreement will ensure to the benefit of and be binding on the parties hereto and their Respective successors and assigns.

**13 Abide by Laws:** The Owner and the Manager shall abide by all laws, regulations and policies of any governmental authority applicable to the Property. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

**14 Property Manager Relief:** Ridge Meadows Property Management can designate another of its Property Managers to act on the owner’s behalf for the period of time your Designated Agent is away or otherwise unavailable. That other Property Managers becomes the designated agent of the owner as well.

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**The Owner has completed and signed these forms:**

(These will be attached to and form part of this agreement)

- Working with a Realtor Brochure
- FinTrac Individual Identification form
- Strata Properties | Bylaws & Strata Contact info attached
- Strata Properties | Parking Stall(s) \_\_\_\_\_ Storage Locker \_\_\_\_\_
- I have been granted permission from the strata council to rent my unit.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal as of the day and year first above written.

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Property Manager's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Managing Broker's Name

\_\_\_\_\_  
Signature

# FINTRAC

## Record Keeping & Client Identification

Name	Address	Principle Business or Occupation	Birthdate	ID – Source	ID Number
Client 1	_____	_____	_____	_____	_____
Client 2	_____	_____	_____	_____	_____
Client 3	_____	_____	_____	_____	_____
Client 4	_____	_____	_____	_____	_____

\* In case of Corporations – in addition to name of the Corporation – the names of its directors

**Sources that can be used to confirm ID or Birth Date must not have expired, and are as follows:**

- Birth Certificate (BC), Driver's License (DL), Passport (PP), Record of Landing (ROL), Permanent Resident Card (PRC), Old Age Security (OASC), Certificate of Indian Status (IS), Provincial Health Card (PHC)\*
- Except for Ontario, Manitoba, PEI. Also Quebec residents cannot be required to provide Health Card but may volunteer.

### Use of an Agent or Mandatary

I, \_\_\_\_\_ [name] of \_\_\_\_\_ [address] have personally viewed and collected the information referred to above.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
Contact No. \_\_\_\_\_



## YOUR RELATIONSHIP WITH A REALTOR®

Buying, selling or leasing real estate is a significant financial transaction. To help you ensure your experience is a rewarding one, it is advisable that you learn the legal and professional guidelines that will define the working relationship you have with your REALTOR®.

This brochure also explains the collection, use and disclosure of personal information under Privacy guidelines. If you are still unclear about any of these concepts, feel free to seek legal counsel.

## REAL ESTATE DEFINITIONS YOU SHOULD KNOW

**REALTOR®** is often used interchangeably with licensee, real estate agent or representative to describe someone licensed under the *Real Estate Services Act*. A **Designated Agent** is the person(s) designated by the Brokerage to act for you, the Client, as your sole agent in real estate transactions. This person is almost always a licensed REALTOR®. **Brokerage** refers to the real estate company where your REALTOR® is licensed.

The **Boards** are the real estate boards of which the Brokerage and the REALTOR® are members. The Boards set and enforce the professional standards of members, and will help resolve disputes between member REALTORS® and the public. The **Multiple Listing Service® System** (MLS®) comprises a computerized database of real estate listings and sales, operated by the Boards in conjunction with The Canadian Real Estate Association. In documentation, the **buyer/tenant** is often referred to as the *purchaser*, the **seller/landlord**, the *vendor*, the **landlord** the *lessor*, and the **tenant** the *lessee*. The **client** (sometimes called the principal) is someone who has engaged a Designated Agent and their Brokerage to act for and on his or her behalf either to buy, sell or lease real estate. The **customer** is a buyer/tenant or seller/landlord who receives services from a REALTOR(S)® who is not their Designated Agent.

## THERE ARE THREE POSSIBLE MODELS YOU CAN USE TO BUY, SELL OR LEASE PROPERTY THROUGH A REALTOR®

### DESIGNATED AGENCY

When a brokerage designates a REALTOR® or REALTORS® to work solely on your behalf in real estate transactions, the REALTOR® and brokerage are bound by ethics and the law to be honest and thorough in representing you. The REALTOR® appointed as your Designated Agent must:

- Provide undivided loyalty to you (Client) by protecting your negotiating position at all times, and disclosing to you all known facts which may affect or influence your decisions. Your Designated Agent will not be able to disclose to you confidential information obtained from other clients;
- Act within the scope of the authority granted by you and obey all lawful instructions which you give the REALTOR® to act on your behalf;
- Maintain the confidentiality of your information (financial, legal, personal, etc.) (See following PRIVACY section);
- Use reasonable care and skill in performing all assigned duties in the role as agent.
- Unless the brokerage and you agree otherwise the duties of your Designated Agent do not apply to the brokerage or any of its other REALTORS®.

The brokerage must:

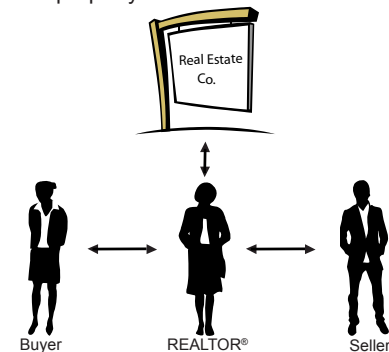
- Supervise your Designated Agent;
- Maintain the confidentiality of your information;
- Account for all money and property placed in its hands while acting for you;
- Treat you and all of its clients in an even handed, objective and impartial matter.

### LIMITED DUAL AGENCY

Limited Dual Agency occurs when the Designated Agent represents *both* the buyer/tenant and seller/landlord in the same transaction or two buyers competing for the same property. In this arrangement, the REALTOR® cannot be concerned *exclusively* with your interests in the transaction, since they are acting on behalf of the other party as well. Both the seller and the buyer or the competing buyers should fully consent to a limited dual agency arrangement in writing.

A REALTOR® who has consent to work as a limited dual agent must adhere to the following restrictions:

- Deal with both parties impartially;
- Have a duty of disclosure to both clients, except that:
  - REALTOR® must not disclose that the buyer/tenant is willing to pay a price or agree to terms other than those contained in the offer, nor disclose that the seller/landlord is willing to accept a price or terms other than those contained in the listing;
  - in the case of competing buyers, the REALTOR® must not disclose the amount or terms of any offer to purchase or lease made or contemplated by either buyer/tenant;
  - REALTOR® must not disclose the motivation of one Client to the other Client, unless one of the Clients has authorized such disclosure themselves;
  - REALTOR® must not disclose buyer/tenant's or seller/landlord's personal information to the other Client, unless authorized in writing. (This refers to information not otherwise disclosed in the transaction documents.)
- Must disclose to the buyer/tenant any defects about the physical condition of the property that are known to the REALTOR®.



### CUSTOMER RELATIONSHIP: Working With a REALTOR® Who is Not Your Agent

You may also choose to use the services of a REALTOR® without having any kind of agency relationship. This might occur, for example, when you contact or are being shown a property by the seller/landlord's Designated Agent who will treat you as their customer rather than their client.

In this situation, the REALTOR® is not permitted to recommend or suggest a price, negotiate on your behalf, inform you of their client's bottom line price point or disclose any confidential information about their client unless otherwise authorized by the client (or if in special circumstances, the law required it). However, the REALTOR® can provide you with other services, such as:

- Explaining real estate terms, practices and forms
- Assist in screening or viewing properties
- Prepare and present all offers and counter offers at your direction
- Inform you of lenders and their policies
- Identify and estimate costs involved in a transaction

### YOUR RESPONSIBILITIES AS A BUYER/TENANT OR A SELLER/LANDLORD

As a buyer/tenant or a seller/landlord, you should:

- Carefully read all documents and understand what you are signing.
- If you need special or expert advice, seek other professionals for advice.



**PRIVACY**

In order to help you sell, buy or lease real estate. REALTORS®, Brokerages and real estate boards need to collect, use and disclose some of your personal information.

**Personal Information** means any personal information about you, including your name, address, phone number, financial information and may include information about your property (such as listing and selling price, lease rate, listing term, etc.).

**How is my personal information collected?** Most personal information will be collected directly from you through the contracts and other documents you fill out (e.g., Multiple Listing Contract, Contract of Purchase and Sale, Offer to Lease, seller's Property Disclosure Statement) and through discussions you have with your REALTOR®. Some information may be collected from other sources such as government departments and agencies (e.g., Land Title Offices, BC Assessment), financial institutions and mortgage brokers.

**To whom may my personal information be disclosed?** Your information may be disclosed to (or may be accessible by) the Boards and their staff and members, other real estate boards and their staff and members, other REALTORS® and their clients, government departments and agencies, financial institutions, legal advisors, service providers, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and members of the public, for the purposes described below. Not all of your information will be accessible to each of the above-mentioned entities. For example, once the listing term has ended, the general public will not have access to your information unless it is otherwise available through public registries (e.g., BC Assessment, Land Title Offices).

**PURPOSES FOR COLLECTING, USING AND DISCLOSING PERSONAL INFORMATION**

**Why is my personal information collected, used and disclosed?** Your information may be collected, used and disclosed for some or all of the following purposes:

- a) To allow members of real estate boards (including REALTORS® and appraisers) to appraise your property.
- b) To list your property with the Multiple Listing Service® System in order to market your property.
- c) To market your property for sale or lease through any other media (both print and electronic).
- d) To help you locate a suitable property to purchase or lease.
- e) To facilitate the purchase and sale or lease transaction (by cooperating with financial institutions, legal advisors and government departments and agencies).
- f) To allow the Boards and other real estate boards and their members (including REALTORS® and appraisers) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market analyses. Information about your property will be retained in the Multiple Listing Service® System for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).
- g) To enforce codes of professional conduct and ethics for members of real estate boards (by cooperating with real estate boards, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and other regulatory bodies).
- h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned collections, uses and disclosures are a necessary part of your relationship with your REALTOR®.

**Will my personal information be collected, used and disclosed for any other purposes?** Your information may also be collected, used and disclosed for the following additional purposes:

- a) Your REALTOR® may communicate with you in future to determine whether you require additional real estate services.

- b) Your REALTOR® may communicate with you to provide information about other products or services which may interest you.
- c) Other REALTORS® may communicate with you to determine whether you require additional real estate services.
- d) The Boards, other real estate boards and their members, and survey firms on their behalf, may communicate with you to determine if you wish to participate in customer satisfaction surveys and other surveys.

These additional purposes are optional. If you do not want your personal information disclosed or used for these purposes, please contact the Board's privacy officer.

Contact information for all real estate boards within BC can be found at the British Columbia Real Estate Association website: [www.bcrea.bc.ca](http://www.bcrea.bc.ca) or telephone 604.683.7702.

**ACKNOWLEDGEMENT**

REALTORS®, Brokerages and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate.

I/We consent to the Boards, other real estate boards, the Brokerage and the REALTOR(S)® collecting, using and disclosing personal information for the purposes (and to the recipients) described in the brochure.

I/We further understand that I/we will be signing additional documentation acknowledging the type of agency that I/we receive and consenting to the collection, use and disclosure of personal information.

This is not a service agreement and does not impose any contractual obligations.

I/We acknowledge having received and read the brochure *Working With a REALTOR®* from the REALTOR® named below and have obtained satisfactory answers to any questions that it raised. I/We understand the various types of relationships that may occur between myself/ourselves and a REALTOR® and acknowledge that my/our relationship with the undersigned REALTOR(S)® is:

<input type="text"/>	<input type="text"/>	a client relationship under Designated Agency
Initials	Initials	

**OR**

<input type="text"/>	<input type="text"/>	a customer relationship
Initials	Initials	

ACKNOWLEDGED BY:

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME OF REALTOR® (PRINT)

\_\_\_\_\_  
PER: REALTOR®'S SIGNATURE

\_\_\_\_\_  
NAME OF REALTOR® (PRINT)

\_\_\_\_\_  
PER: REALTOR®'S SIGNATURE

\_\_\_\_\_  
NAME OF BROKERAGE (PRINT)

\_\_\_\_\_, Yr. \_\_\_\_\_  
DATED