



Day + Borg LLP  
Barristers & Solicitors  
93 Queen Street South  
Mississauga, ON L5M 1K7  
Tel: 905.826.5670 Fax: 905.826.5673  
Web: [www.dayborg.com](http://www.dayborg.com)  
Reply to: Michael J. Day ext. 222  
[mday@dayborg.com](mailto:mday@dayborg.com)

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Dear Client:

We have now received a copy of the Agreement of Purchase and Sale and understand that you wish us to act on your behalf.

We enclose our Memorandum which we would ask you to please take the time to carefully read and ask that you complete and return to our office the attached ***New Purchasers Information Sheet*** as soon as possible as it is mandatory that we receive this prior to closing. Also enclosed is a ***Client Consent*** form that we will also require prior to closing. This form is the acknowledgment from all parties that we are acting for them. Please return this back to our office as soon as possible. **We will require your mortgage instructions as soon as possible together with an insurance binder showing the mortgage company as having an interest in the policy.**

**\*\*Closings usually take place later in the day, between 3 – 5 p.m., and you should keep this in mind when making your moving arrangements.**

**PLEASE NOTE: FAILURE TO PROVIDE OUR OFFICE WITH THE ABOVE NOTED INFORMATION/DOCUMENTS FORTHWITH MAY RESULT IN A DELAY IN CLOSING.**

*With your acquisition of the new property, we recommend that you review the terms of your Last Wills and Testaments. Our firm would be pleased to assist you in the review of your Wills to see if any changes are necessary. If you do not have Last Wills or Powers of Attorney, we suggest that you review this matter with us. We have on our web site, [www.dayborg.com](http://www.dayborg.com), a general intake form that would be a starting point for preparing the necessary documents. For completing your purchase with our office, we would like to offer to you a discount of 20% off legal fees on the preparation of your Last Will and Powers of Attorney with us. To be eligible for the discount the Will Intake Form must be completed within one month of your final closing date and the documents executed no later than three months from the same date.*

We look forward to being of assistance to you. If you have any questions, feel free to contact our real estate law clerks.

Yours very truly,

DAY + BORG LLP

*Michael Day*

Michael J. Day

January, 2018

**IMPORTANT MEMO TO CLIENTS  
(Please Read Thoroughly)**

We wish to congratulate you on the purchase of your new home and look forward to working with you throughout this transaction.

Please read this memorandum which provides important information to you regarding your upcoming closing. We also encourage you to call or email us with any questions regarding this transaction which you may have.

**TITLE INSTRUCTIONS**

Please inform our office upon receipt of this memorandum of the manner in which title is to be taken to the property; that is, how you wish your names to appear on your deed/transfer of title, together with your birth dates and spousal status. It is important that we have a telephone number at which you may be reached during office hours.

**TITLE INSURANCE**

Formerly on a purchase transaction, "title" to the property was certified by the lawyer, but often, this is subject to qualifications. Our office uses title insurance in lieu of a solicitor's opinion which is now the norm in the legal profession. Title insurance offers more protection to the purchaser than does an opinion letter from a lawyer. In addition, the "title-insured" transaction results in reduced disbursements for the client.

Our office uses FCT Insurance Company for title insurance. We believe that this insurance company has the widest available coverage for a purchaser of real estate and the company has the largest market share in Canada for this kind of insurance.

Attached is a summary of the Covered Risks under the title insurance policy together with a summary of Exclusions from coverage. Please review these terms carefully as your title to the property after closing will be subject to terms of available coverage.

Further information on the title insurance coverage can be obtained at the insurer's website of [www.firstcanadiantitle.com](http://www.firstcanadiantitle.com).

If you have an objection to or do not wish to proceed with title insurance, please call us immediately as this will affect the searches which are performed prior to closing and will result in additional fees and disbursements being levied. However,

please keep in mind, most mortgage companies/banks will not complete a transaction without title insurance.

## **UTILITIES**

You must contact the utility providers for the property **prior** to closing to confirm arrangements for the reading of the meters, set up accounts, payment options, etc.

Municipalities will not accept correspondence from a solicitor's office due to existing privacy legislation, and accordingly we **will not** be corresponding with these companies on your behalf. We will not be searching for utility account arrears because title insurance will cover any unpaid balances.

If the closing date is altered for any reason, please ensure that the utility providers are informed accordingly.

## **CONDOMINIUM**

If the property you are purchasing is a condominium unit, you will be required to contact the Management Company **immediately** following closing to provide them with any information they require, ascertain when your first payment commences and to arrange for payment of your monthly common expenses.

## **FINANCING**

If you are arranging mortgage financing or a secured line of credit, please inform us immediately of the name, address and telephone number of the proposed lender. **Please also ensure that the lender(s) is/are aware that we are acting on your behalf and request that mortgage instructions be sent to our office in ample time (at least 10 business days before closing).** If you make any changes to your original mortgage commitment, please inform our office immediately. Also, if there is a change in your closing date, you must notify the mortgagee forthwith.

There may be several hundred dollars deducted from the mortgage funds for realty tax hold backs, interest adjustment, application fees, and/or mortgage broker fees. Please check carefully with your mortgage broker or bank representative in order to avoid any surprises on closing.

For high ratio mortgages (where the face amount of the mortgage is more than 75% of the price), there is usually a high ratio mortgage insurance that will be added to your upfront costs, unless you make special arrangements with your bank or mortgage lender to add this insurance cost to the principal of your mortgage.

There will also be HST on the insurance premium which cannot be added to the mortgage and is deducted from your advance on closing.

**\*\*\*PLEASE NOTE: If you are working with a mortgage broker and there are conditions on your mortgage that need to be met, it is the broker's responsibility and not the solicitor's to ensure that same are met prior to your closing date. The mortgage company will not provide us with your mortgage funds until all conditions are met. In this regard, we would ask that you work closely with your broker to ensure that any conditions are met in order to avoid any delay in receiving your mortgage funds.\*\*\***

## **IDENTIFICATION**

For the transaction, we will require at the time you attend to sign the documents for closing, two pieces of identification for each person named in the transfer or mortgage including any guarantor(s). This may be in the form of a driver's licence, major credit card, passport or social insurance card (Unfortunately a health card is not acceptable identification.)

## **ADJUSTMENTS**

Your Agreement of Purchase and Sale states that the balance of the purchase price will be paid by cash or certified cheque, subject to adjustments. On a resale, adjustments consist of items already prepaid by the seller that benefit the purchaser after the closing date which are prorated and a credit is given to the seller as an adjustment on closing. Some examples of adjustments are prepaid realty taxes, condominium maintenance fees and fuel oil or propane. It is very difficult to know until shortly before closing how much these adjustments will be, although they are often hundreds of dollars and can exceed, on occasion, \$1,000.

On the purchase of a new home, the builder usually passes on many of their costs as adjustments to be paid on closing. Some examples of these costs are: installation of water and hydro meters, boulevard tree planting, Ontario New Home Warranty Program fees, subdivision damage deposits, driveway paving, extras and prepaid taxes. On new homes, adjustments tend to be in the range of \$2,000 to \$3,000. Please consult with the builder's sale representative for information on which items will be paid for on closing as an adjustment and the estimated amount of the adjustments to be paid by you on closing.

In view of the above, we suggest that you keep a substantial amount of additional money available to cover your closing adjustments.

## **SURVEY AND ZONING COMPLIANCE**

**Unless you instruct us otherwise, we will NOT be securing a building location survey for the property and we will NOT be writing to the municipality to confirm zoning or municipal compliance. Most agreements only require the seller to provide whatever survey may exist. If a survey of the property is not available, the cost to have a new one prepared by a licenced surveyor is usually somewhere between \$1,000 and \$3,000 and will take somewhere between 2 - 6 weeks to be completed. Title insurance coverage will extend to any non-compliance matters that would otherwise be disclosed by an up to date survey or a zoning and work order search and so often current surveys are not commissioned.**

## **INSURANCE**

It will be necessary for you to arrange home owners (fire, theft and liability) insurance coverage on the premises and have the interest of any mortgage company(ies) noted in the policy. This fire insurance coverage should be effective as of the date of closing and should cover the house, your personal belongings, and personal liability. We recommend a minimum of \$5 million for property and liability coverage.

**Please note we will require prior to closing a certificate of insurance (sometimes called a "binder letter") or a copy of the insurance policy, showing the interest of all mortgagees together with other vital information from your insurance agent. Coverage must be for full replacement value and must be indicated on the binder provided to my office by your agent.**

We wish to stress that it is your responsibility to ensure that we are in receipt of such a binder letter or policy. **Without this we will not be able to complete the transaction.**

## **PROPERTY TAXES**

Immediately following completion of your purchase transaction, it would be advisable for you to contact the Tax Department to ensure that they are aware that you are the new owner(s) and to ensure that you receive all tax bills following closing. Please enquire at this time as to when your tax instalment due dates are so that you can attend to payment of the taxes and avoid any penalties which could be applicable.

## **LAND TRANSFER TAX**

Ontario Land Transfer Tax is payable on closing to the Provincial Government and is calculated on the purchase price of your home. The amount of Land Transfer Tax will be collected from you at the time of closing, in addition to our legal fees and disbursements (including any title insurance premium) and will be remitted to the Government on your behalf on closing.

**If you and your spouse have never owned a home anywhere in the world, please let us know in so that we can apply for a rebate on account of the Land Transfer Tax to a maximum of \$4,000. If you are a first time buyer but your spouse is not, your spouse must have sold his/her home prior to become your spouse and must be a Canadian citizen or permanent resident of Canada on the date of the transfer.**

The Ministry of Finance implemented new Land Transfer Tax rules on December 31, 2017. Purchasers are now required to keep at their principal residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes paid under the Land Transfer Tax Act for a period of at least 7 years.

#### **NEW HOME CONSTRUCTION**

If you are purchasing a newly constructed home, there are a couple of extra matters that you as a Purchaser are responsible for. You must arrange through the sales or construction site office a Tarion (Ontario New Home Warranty Program) inspection prior to your closing date. One of your closing costs to the builder will be to pay for your house to be enrolled under Tarion. The builder's representative will supply you with a copy of the **Certificate of Completion and Possession** at the time you do your inspection and we need this Certificate and any schedules such as the pre-delivery inspection report prior to closing. Most mortgage companies are now insisting on reviewing this Certificate prior to advancing funds and it is imperative that you communicate this to the builder in order that they make the necessary arrangements to provide you with a copy at the time of your inspection. In addition, your mortgage company may also require that an inspector employed by them inspect the home prior to closing.

#### **RESERVING AN ELEVATOR TIME FOR HIGH RISE CONDOMINIUMS**

If you are purchasing a condominium which is not a town house unit, you may be required to reserve an elevator. We would suggest that you speak with your realtor to find out the procedure for this as this should be done immediately.

#### **RECREATIONAL PROPERTIES**

Cottage properties are a little different. Recreational properties are often serviced by a septic system and/or well. We do not check or provide any opinion on potability or flow rate of the water supply to the property and we do not check for legality or functionality of the septic system. These items are usually dealt with as a condition at the offer stage. If not, and you require this information or opinion, **please notify us** before the requisition date under the agreement expires so we can take the necessary steps on your behalf to determine what issues need to be addressed. As well, we do not search or provide any opinion on accessibility to the property. Title insurance addresses lack of vehicular or pedestrian access to or from the property and we do not confirm legal access to the property.

### **APPOINTMENT TO SIGN CLOSING DOCUMENTS, MONEY AND KEYS**

You will be contacted approximately one to two days prior to closing for an appointment to sign the closing documents (**our office hours are Monday to Friday from 9 a.m. to 5 p.m.**) and at that time you will be informed regarding the cheques required for closing. All cheques on closing, except for any post-dated cheques which might be required, must be either by **certified cheque or bank draft** and payable to **DAY + BORG LLP, In Trust**. When you attend at the office all adjustments and accounting will be completely reviewed with you and final arrangements will be made for delivery of keys on closing. **Please note** that if a property is being registered in one spouse's name, both spouses must usually attend to sign documents for closing, together with any guarantors required for mortgage purposes.

Keys to the property will be given to you once the transaction is closed. Normally keys are not available until late afternoon, usually between 3 p.m. to 5 p.m. therefore, please schedule your moving arrangements accordingly.

In the case of a new home purchase from a builder, the keys are usually released at the site once they have been notified by their lawyer that the transaction has closed. Please confirm with the builder when you attend for your house inspection exactly where you pick up your keys and at what time the site office closes.

### **CO-OWNERSHIP/TRUST AGREEMENTS**

If there are multiple purchasers (other than spouses) or if there is a guarantor required that does not have a beneficial interest in the property, or the ownership interest is other than equal, we recommend that a co-ownership or trust agreement be drawn well before closing. Please notify us if you think that any of the above situations apply so that we can determine if extra steps or measures need to be taken to preserve and define the interests of all parties. **Sometimes finalizing the terms of these agreements can take awhile and each party to such an**

**agreement should obtain independent legal advice before such an agreement is signed so early notification to us is important.**

## **NON-RESIDENT ISSUES**

### Income Tax Act

If you are purchasing a property from a person who is a non-resident or will become a non-resident of Canada **please notify us immediately** as additional steps need to be taken by us to secure the required approval from the seller to the sale from the Canada Revenue Agency. The general rule is 25% of the sale price needs to be paid to CRA at the time of closing unless written authorization is obtained in advance of the closing. This authorization process can take weeks so early notification is important.

### Ontario Non-Resident Speculation Tax

In addition, there is a new Ontario Non-Resident Speculation Tax (NRST) which is a 15% cent tax on the purchase or acquisition of an interest in residential property located in the Greater Golden Horseshoe Region (GGH) by individuals who are not citizens or permanent residents of Canada or by foreign corporations (foreign entities) and taxable trustees.

**NOTE: You will be required to sign documents with us prior to closing confirming your residency status.**

### In Conclusion

The property you are in the process of purchasing is going to be one of the single most important purchases you will ever make and we thank you for placing confidence in Day + Borg LLP to represent you in this matter and for taking the time to read this memo. We understand that this is a very exciting time for you and we are working to have as smooth a closing day as possible. The process of gathering information is important to ensure that your house purchase imposes the least amount of stress possible on you.

On closing we will have you acknowledge the terms of our retainer as provided for above so that there is no misunderstanding.

We are accessible by telephone or email and if there is anything you do not understand or need clarification on, please telephone or email our office and one of our solicitors or clerks will be able to provide you with the information you may require.





# Title Fraud

What every Canadian homeowner needs to know



Experience  
Excellence®

# One time premium. Protection for as long as you own your home.



For those who know the intricacies of the real estate and lending markets, title fraud makes for fast and easy money. It typically involves fraudsters using stolen identities or forged documents to illegally obtain a registered owner's title. The fraudster then arranges a new mortgage on the property and disappears with the money.

Buying a home is the largest investment most people will ever make. What helps you protect that investment is "good and marketable title" to the property.

When you purchase a home, your real estate lawyer makes certain the title to a property was properly registered with the government's land registration system, and free from unknown claims or liens. Good title allows you to secure a mortgage, leverage your equity or later sell the property.

What your lawyer isn't able to protect you from is the possibility that you may become a victim of real estate title fraud.

**Often, homeowners do not immediately know they are a victim of real estate title fraud until problems occur.**

- ▶ In a recent Canadian case, the fraud became known when the rightful owner attempted to pay property taxes and was told that, according to municipal records, he no longer owned his home.
- ▶ A son learned the bad news when he tried to sell his parents' home and discovered someone else had already sold it fraudulently.
- ▶ A woman received a call from a mortgage collector saying she was three months behind on payments for a home she did not even know she owned. Later, she discovered two more properties in her name — with a total potential liability of over \$400,000.



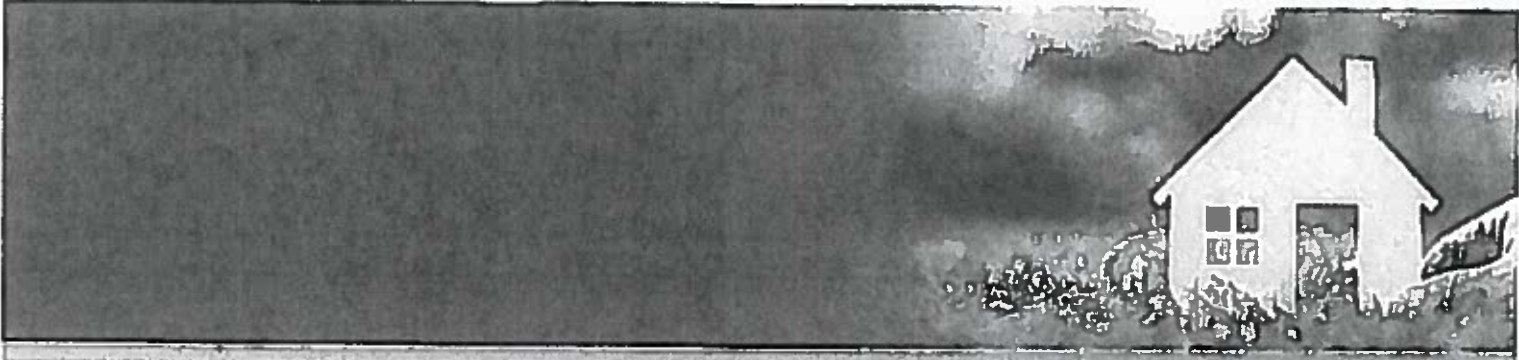
## How does real estate title fraud happen?

### Common techniques in executing the fraud include:

• **Identity Theft:** Fraudsters use stolen identities to obtain a registered owner's title. They then arrange a new mortgage on the property and disappear with the money.

• **Forged Documents:** Fraudsters use forged documents to obtain a registered owner's title. They then arrange a new mortgage on the property and disappear with the money.





**Who is at risk?**

Although major urban centres such as Vancouver, Calgary, Toronto and Montreal have higher rates of real estate fraud, homeowners in any part of the country are at risk.

The easiest target is the homeowner with no existing mortgage. However, even a property owner with a mortgage can become a victim.

In both cases, mortgage funds are usually sent to a third party related to the fraudster, rather than the owner, and are often unrecoverable.

**What happens to you?**

Unlike credit card fraud, where financial institutions allow victims to suspend payments until after an investigation, the immediate challenge for homeowners in a real estate title fraud is the homeowner is responsible to prove the crime occurred.

If you become a victim in a real estate title fraud, it can take considerable time, money and effort to deal with all of the complications that can arise, including:

- ▶ Costs of defending or denying ownership in a mortgaged property — often in a Court of Law
- ▶ Lost opportunities to sell or buy another property
- ▶ Mental distress
- ▶ Possibility of losing a home

**Consider title insurance.**

Title insurance covers the legal expenses and many other costs related to restoring title in cases of real estate title fraud. Even homeowners who did not obtain title insurance when they bought their home can benefit from the protection title insurance provides by purchasing a title insurance policy now.

Policyholders who fall victim to real estate title fraud can rely on FCT to defend their title, thereby saving them substantial legal costs, time and the frustration involved in resolving the situation.

**Title insurance also offers additional protection.**

Title insurance covers losses resulting from many risks not directly related to title, such as:

- ▶ Structures or renovations previously completed without required permits
- ▶ Unknown work orders
- ▶ Encroachments
- ▶ Liens
- ▶ Zoning and by-law violations



**A ONE-TIME PREMIUM**

Protect your investment with a title insurance policy from FCT. Available whether you are just purchasing your home, or have been in your home for years.

**The policy will save you the:**

- ▶ Costs of defending your right of ownership (which often amounts to thousands of dollars)
- ▶ Stress and uncertainty surrounding the resolution of title-related problems
- ▶ Losses associated with a mortgage legally entitled to remain registered against the rightful homeowner's interest

Protect your investment with a title insurance policy from FCT. Available whether you are just purchasing your home, or have been in your home for years.

For tips and advice on preventing and spotting real estate title fraud, go to [www.fct.ca](http://www.fct.ca).

## About FCT

Founded in 1991 and based in Oshawa, Ontario, the FCT Group of companies provides title insurance and title insurance-related solutions and other real estate services. The FCT Group of companies is comprised of approximately 230 lenders, 21,770 legal professionals and 3,000 mortgage professionals, as well as real estate agents, mortgage brokers and brokers, among others.

With an emphasis on customer service and thinking differently, FCT offers customers increased efficiency while providing superior product and service. One of our major areas of growth is products and services that help real estate professionals and their customers take the complexities of real estate and mortgage transactions off their plate.

FCT employs over 840 staff from over 20 countries and provides a work culture where every employee is encouraged to be great. The employee-led FCT Charitable Foundation was established in 2012 and provides funds to charities to help those in need and improve lives, as well as scholarships for the advancement of post-secondary education for the disadvantaged. FCT operates:

FCT Title is recognized by AIA as one of the 50 most designed workplaces in Canada since 2012.

### Contact us

To learn more about the benefits of title insurance and how it can protect homeowners, please contact us today.

► [FCT.ca](http://FCT.ca) | 1.866.465.9120



Insurance by FCT Insurance Company Ltd. This material is intended to provide general information only. For specific coverage, conditions, and exclusions, refer to the policy. Copies are available upon request. Some products/services may vary by province. Prices and products/services offered are subject to change without notice.

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93 Queen Street South  
Mississauga, ON L5M 1K7  
Tel: 905-826-5670 Fax: 905-826-6077

**NEW PURCHASERS INTAKE FORM**

**Who referred you to our firm?**

- Current Client
- Prepaid Legal Assistance Plan
- Website / Noticed Office Location
- Family Friend
- Former Client of Richard T. Bennett
- Other: \_\_\_\_\_

**Address of property being purchased:** \_\_\_\_\_

**Closing date of this transaction:** \_\_\_\_/\_\_\_\_/\_\_\_\_ (dd/mm/yyyy)

**Property Description:**

- Detached
- Semi-Detached
- Duplex
- Condominium
- Townhouse (Freehold)
- Townhouse (Condo)
- Cottage
- Vacant Land
- Dwelling containing more than 2 units
- Mobile Home
- Agricultural Land

**Will you be residing at the purchased property as your primary residence?**  Yes  No

**If not, will a blood relative be residing at the property?**  Yes  No

**Will the property, in part or in whole, be leased out?**  Yes  No

**Title:**

**(1) Full Name (to appear on title):** \_\_\_\_\_  
 Male  Female (first) (middle) (last)

**Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_ (dd/mm/yyyy) **Spouse's Name:** \_\_\_\_\_

**Marital Status:**  Married  Separated  Divorced  Widowed  Single  
 Common-Law – How many years have you lived together? \_\_\_\_\_

**Are you a citizen or permanent resident of Canada?:**  Yes  No **If no, what is your country of citizenship?:** \_\_\_\_\_

**Have you physically been present in Canada for 183 days of the 12 month period prior to the scheduled closing date?:**  Yes  No

**Place of Employment:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Work Address:** \_\_\_\_\_  
*Street No., Street Name, Unit No., City, Province, Postal Code*

**Current Address:** \_\_\_\_\_  
*Street No., Street Name, Unit No., City, Province, Postal Code*

**Home:** \_\_\_\_\_ **Business:** \_\_\_\_\_ **Cell:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**(2) Full Name (to appear on title):** \_\_\_\_\_  
 Male  Female (first) (middle) (last)

**Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (dd/mm/yyyy) **Spouse's Name:** \_\_\_\_\_

**Marital Status:**  Married  Separated  Divorced  Widowed  Single  
 Common-Law – How many years have you lived together? \_\_\_\_\_

**Are you a citizen or permanent resident of Canada?:**  Yes  No **If no, what is your country of citizenship?:** \_\_\_\_\_

**Have you physically been present in Canada for 183 days of the 12 month period prior to the scheduled closing date?:**  Yes  No

**Place of Employment:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Work Address:** \_\_\_\_\_  
*Street No., Street Name, Unit No., City, Province, Postal Code*

**Current Address:** \_\_\_\_\_  
*Street No., Street Name, Unit No., City, Province, Postal Code*

**Home:** \_\_\_\_\_ **Business:** \_\_\_\_\_ **Cell:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**How will you be taking title to the property?:**  Sole Owner  Joint Tenants  Tenants In Common

**Are you a First Time Home Buyer?:**  Yes  No  
**\*\*\*In order to qualify as a first time home buyer you cannot have owned a home at anytime, anywhere in the world.\*\*\***

**Water/Sewers:**  
**Is the water supply to the property provided by the municipality?**  Yes  No  
**If not, is the water supply by way of a well?**  Yes  No  
**If the water is from a well, has a potability certificate and a flow rate certificate been obtained?**  
 Yes  No **If yes, please provide us copies.**

**Is the property on municipal sewers?**  Yes  No  
**If not, has a septic system certificate been obtained?**  Yes  No  
**If yes, please provide us with a copy.**  
**If the property is serviced by a septic system has it been pumped out and checked by a qualified person?**  Yes  No

**Are you (the purchaser) acting as a trustee, nominee or in a similar capacity, for all or any portion of the beneficial interest in land?:**  Yes  No  
**If you are, please provide details of the trust:** \_\_\_\_\_

Will there be a mortgage / secured line of credit?  Yes  No

**Mortgagee (Lender) Information:**

**\*\*\*Please ensure the mortgage lender is aware we are acting on your behalf and instructions are sent to our office at least 10 business days prior to closing.\*\*\***

Lender Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mortgage Broker: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Will there be bridge financing?  Yes  No

Lender Name: \_\_\_\_\_

**Home Owners Insurance Information:**

**\*\*\*Please ensure the insurance agent is aware we are acting on your behalf and a binder letter is sent to our office prior to closing.\*\*\***

Name of Insurance Agent: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Tenants: (if applicable)**

Are you assuming any tenants at the property?:  Yes  No

If you are, please provide details of the tenancy(ies): \_\_\_\_\_

**\*\*\*Please provide us with a complete copy of the lease(s) (if available).\*\*\***

**Corporate Information: (if applicable)**

**If the owner is an incorporated entity, please provide details.**

Corporation Name: \_\_\_\_\_

Signing Officer's Name: \_\_\_\_\_

Signing Officer's Title: \_\_\_\_\_



**CLIENT CONSENT**

I/We, \_\_\_\_\_, hereby confirm that:

- a) Day + Borg LLP has been asked to act for both or all parties involved in our purchase/sale/mortgage transaction.
- b) No information received in connection with the matter, from one party can be treated as confidential so far as any of the others are concerned; and
- c) That, if a conflict develops, which cannot be resolved, Day + Borg LLP cannot continue to act for all parties and may have to withdraw completely.

Dated at \_\_\_\_\_ (City) this \_\_\_\_ day of \_\_\_\_\_ (Month), 20\_\_\_\_.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature