

**BROKER ASSESSMENT SHEET**  
**BROKERAGE CONTRACT TO SELL RECORD – ANNEXES**  
**IMMOVABLE CONTAINING LESS THAN FIVE DWELLINGS**  
 (including divided/undivided co-ownership)

**NOTE**

The lines preceded by a number refer to a situation described in the explanatory leaflet.

The lines followed by a represent elements that pose a risk to public protection when errors or omissions are committed.

**INFORMATION**

File No.:

Broker's name:

Address of the immovable:

**ANNEX D**

Annex D No.:  INTERVENTION REQUIRED

The reference to the brokerage contract is:		compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
Information in clause 2.1 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
- The sum or rate provided in clause 2.1 is:	<input type="text"/>					<input type="checkbox"/>
The amount in letters is different from the one in digits:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
Information in clause 2.2 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
- The sum or rate provided in clause 2.2 is:	<input type="text"/>					<input type="checkbox"/>
- The number of days in clause 2.2 is:	<input type="text"/>					<input type="checkbox"/>
- The name of the person designated in clause 2.2 is:	<input type="text"/>					<input type="checkbox"/>
The amount in letters is different from the one in digits:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
The initials are:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	<input type="checkbox"/>
The form has been signed electronically:				yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
17 The electronic signature is dynamic:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>
17 The authentication certificate of the electronic signature is on record:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>

## AMENDMENTS

AM form No.:

The version of the form used is outdated:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>		
The reference to the brokerage contract is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>		
The remuneration reduction form must refer to the BC only:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>		
The address of the immovable is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
The expiry date in clause M2.1 is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
- Regarding:	N/A <input type="checkbox"/>	day <input type="checkbox"/>	month <input type="checkbox"/>	year <input type="checkbox"/>	<input type="checkbox"/>	
The selling price in clause M2.2 is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
In section M5, the broker entered a clause modifying the signing date of the BC, while it is PROHIBITED:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>		
The information in section M5 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	imprecise <input type="checkbox"/>	<input type="checkbox"/>		
The date and time of signing are:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
The time of signature is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	<input type="checkbox"/>		
The seller's signature is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>		
The signature of broker(s) is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>		
The broker signed as a witness in lieu of the party on the form:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>		
The form has been signed electronically:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>		
17 The electronic signature is dynamic:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>		
17 The authentication certificate of the electronic signature is on record:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>		

## ANNEX G







Annex G No.:

The version of the form used is outdated:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
The reference to the brokerage contract is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
The address of the immovable is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The information in section G2 is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The date and time of signing are:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>
The time of signature is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	<input type="checkbox"/>	
The seller's signature is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>	
The signature of broker(s) is:	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>	
The form has been signed electronically:		yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
17 The electronic signature is dynamic:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
17 The authentication certificate of the electronic signature is on record:	N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	

## ANNEX RCOM

Annex RCOM No.:



	The reference to the brokerage contract is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
	The information in clause 2.1 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
	<b>The sum or rate provided in clause 2.1 is:</b>	<input type="text"/>						<input type="checkbox"/>
26	The information in clause 2.1 indicates that the service is included in /excluded from the BC:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/> 	
	The information in clause 2.2 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
	<b>The amount provided in clause 2.2 is:</b>	<input type="text"/>						<input type="checkbox"/>
26	The information in clause 2.2 indicates that costs are included in/excluded from the BC:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/> 	
27	The information in section 3 is:	N/A <input type="checkbox"/>	compliant <input type="checkbox"/>	missing <input type="checkbox"/>	imprecise <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/> 	
27	The advance cheque has been submitted to the agency by the broker:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/> 	
27	The advance cheque has been deposited in the agency's trust account:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/> 	
27	A trust receipt has been remitted to the depositor for the advance cheque:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/> 	
	The amount in letters is different from the one in digits:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
	The initials are:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	<input type="checkbox"/>	
	The form has been signed electronically:				yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
17	The electronic signature is dynamic:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
17	The authentication certificate of the electronic signature is on record:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	

## REQUEST FOR INFORMATION TO THE SYNDICATE OF CO-OWNERS

Annex RIS No.:

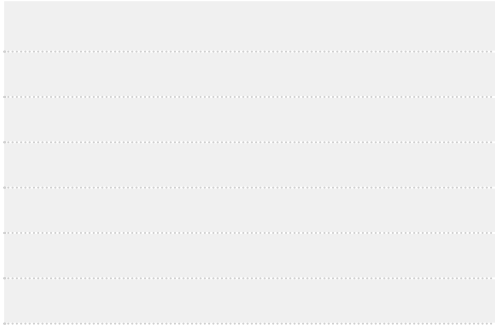


	The reference to the brokerage contract is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incorrect <input type="checkbox"/>	<input type="checkbox"/>	
	The address of the immovable is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	incomplete <input type="checkbox"/>	incorrect <input type="checkbox"/>	
	The signature of co-owner(s) (section 2) is:			compliant <input type="checkbox"/>	missing <input type="checkbox"/>	in the wrong place <input type="checkbox"/>	<input type="checkbox"/>	
	The form has been signed electronically:				yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
17	The electronic signature is dynamic:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
17	The authentication certificate of the electronic signature is on record:			N/A <input type="checkbox"/>	yes <input type="checkbox"/>	no <input type="checkbox"/>	<input type="checkbox"/>	
	<b>Other comments:</b>	<input type="text"/>						<input type="checkbox"/>

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**OTHER FORMS OR ANNEXES**

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**Organisme d'autoréglementation du courtage immobilier du Québec**  
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**EXPLANATORY LEAFLET**  
**BROKERAGE CONTRACT AND TRANSACTION RECORD**  
**IMMOVABLE CONTAINING LESS THAN FIVE DWELLINGS**  
 (including divided/undivided co-ownership)

**NOTE**

This explanatory leaflet contains information concerning the lines preceded by a number in the broker assessment sheet.

- 1 The broker's licence can be checked on [synbad.com](http://synbad.com) in the "My record" section under the "Monitoring of my brokers" sub-section, where agency executive officers can see whether the broker holds a restricted licence, if he is a beginner broker or if he is authorized to act within a business corporation. This verification must be carried out during the examination of the file. The agency and broker's name and the licence number must be identical to those appearing on the licence issued by the OACIQ.
- 2 If the broker is a beginner, each of his records must be checked for the entire period when he had the beginner status. For more information, see article 17102 entitled *The agency's duty to supervise the brokers acting on its behalf, and supervision of brokers new to the profession*.
- 3 If the broker is holding a restricted brokerage licence, the agency executive officer must ensure that the broker does not carry out his activities outside his authorized area of practice. For more information, see article 124426 entitled *Supervision of brokers with a restricted licence*.
- 4 If the Brokerage contract or the Promise to purchase is missing from the file, the agency executive officer must ask the broker to document his record immediately.
- 5 If the seller or buyer is represented, his name and his representative's name, as well as their contact information must appear in section 1, and the related documents must be placed on record (e.g. proxy, resolution).
- 6 To verify the identity of the seller or representative, all the fields must be completed and the broker must ensure that the occupation or main activity is entered in clear terms. For more information, please read article 202214 on [synbad.com](http://synbad.com): *Clearly identifying the occupation or the main activity of the individual whose identity is being checked*.
- 7 If the seller is represented, the nature of the relationship between the seller and the representative must be specified in clause 1.2. If the seller is a natural person and he is represented, his name, date of birth and occupation or main activity must be indicated in clause 1.2. If the seller is a corporation and is represented, in addition to the nature of the relationship, the main activity of the corporation must be indicated in clause 1.2.
- 8 The broker must not use the document from the municipality to complete this section. The information about dimensions or area must be taken from an official document, usually the certificate of location or the cadastral plan if the lot is renovated (available on the Online Land Register). For the Promise to purchase, the information can be found in the description sheet. However, if the information on the description sheet seems incomplete, missing or incorrect, it must be checked before inserting it in the Promise to purchase form.
- 9 Most of the information for a divided co-ownership can be found in the declaration of co-ownership, the certificate of location or the Index of immovables. To resell an undivided co-ownership, the information can be taken from the deed of sale, among other things. For the Promise to purchase, the information can be found in the description sheet. However, if the information on the description sheet seems incomplete, missing or incorrect, it must be checked before inserting it in the Promise to purchase form.
- 10 In section 7, the percentage could be incorrect in clause 7.1 if, for example, it was less than the amount indicated in clause 7.4. Clause 7.1 is the total remuneration that the seller must pay, including the portion for the buyer's broker (collaborator).
- 11 The remuneration sharing must be the same in the Brokerage contract and the description sheet. The section must always be completed since, according to the regulations, the remuneration sharing in case of collaboration must be disclosed in writing to the seller.
- 12 In clause 8.5 of the Brokerage contract (BCD), the number of years for which the seller has provided the minutes must be entered. These documents must be on record since they are available.
- 13 If a clause is added, the broker must ensure that it is clear and specific. It is recommended to use or adapt the standard clauses available on [synbad.com](http://synbad.com). For the remuneration reduction clause, the use of the form *Annex RCOM – Reduced compensation* is strongly recommended. When drafting a clause for the Promise to purchase, the following five items must be included: **who must do what**, within what **period**, what are the **consequences** of the condition on the transaction and how should the **notice** be sent?
- 14 If the Brokerage contract is non-cancellable (irrevocable), it is strongly suggested that the client affix his initials to confirm that explanations were given to him about the definition of a non-cancellable (irrevocable) contract.

- 15 The signature of the seller(s) or broker(s) on the contract can be selected as compliant in the tool when it corresponds to the identity of the parties and to what is indicated in the documents on record.
- 16 If the broker(s) and the seller(s) have signed at different dates or locations, several questions arise: Did the seller(s) receive their duplicate, since the client is not bound to perform his obligations under the contract before being in possession of a duplicate of the contract? Was the client's identity verified remotely? If yes, did the broker comply with FINTRAC's procedure and enlist the services of a mandatory?
- 17 If the form or document is signed electronically, in order to validate the authenticity of the signatures on the document, it must be kept on electronic media, as it contains encrypted information which forms an integral part of it and helps validate its authenticity. In addition, it is essential for the broker who initiates the electronic signature process to keep the authentication certificate on record.
- 18 When it is not mandatory to use the BCS form (for example, when the immovable contains five dwellings or more or when the seller is not a natural person), the use of the DS form is not mandatory even if it is highly recommended. If the DS form is not used, the seller's declarations must be made in section 11 of the BCS form or in section 8 of the BCG form. These declarations must then be entered in the description sheet in order to be included in the Promise to purchase form. For more information on how to complete the form, please check the *Interactive tool on forms* available on [synbad.com](http://synbad.com).
- 19 When the certificate of location or other documents on record contain information, including but not limited to mortgages, servitudes, encroachments, derogations to zoning by-laws, etc., this information must be inserted in section D14 of the DS form.
- 20 The record must contain a description sheet even if the seller waived the advertisement of the immovable on Centris®. The in-house description sheet must indicate the following statements:
- the existence of declarations by the owner of the immovable for sale or lease and the availability of substantiating documents, if applicable;
  - that the immovable is being sold with no legal warranty, if applicable;
  - the name of the broker or agency under the Brokerage contract and the licence held, displayed prominently in type of the same colour at least the size of the other information appearing in the document or property description;
  - that the holder under the brokerage contract has a direct or indirect interest in the immovable and that the notice required by section 18 of the *Regulation respecting brokerage requirements, professional conduct of brokers and advertising* is available, if applicable;
  - that the document or property description is not an offer or a promise that may bind the seller to the buyer, but is invitation to submit such offers or promises, if the brokerage contract is for the sale of the immovable;
  - information on the subject of the brokerage contract or the parties to it that is necessary to complete a transaction proposal, unless the owner of the immovable gives written instructions regarding non-disclosure of the his or her identity.
- 21 The description sheet prepared by the broker contains the necessary information to describe the immovable. **ALL** this information must have been checked by the broker and confirmed by the documents on record. If the broker is not able to verify a piece of information, it cannot be inserted in the description sheet. Any statement intended for the collaborating broker (e.g.: visit restriction or 24-hour notice) must be included in the brokerage contract or in an annex.
- 22 A brokerage contract record must not only contain the Brokerage contract and its annexes, but also all the documents used to perform the contract, including those showing the accuracy of information provided. For example, the Index of immovables, renovation invoices (if they are available according to the DS form or if the broker entered information in this regard in the description sheet), etc. The documentation of a transaction record for an unrepresented seller (FSBO) is identical to a listing record and meets the broker's duty to verify. If the record is poorly documented, the broker should be asked to document it immediately.
- 23 If the records are held electronically and documents are not properly digitized, digitization must be redone. In addition, the person who has not properly digitized the file must be reminded of the rules pertaining to document quality control. The agency instructions in this regard must be clear to avoid the destruction of paper documents before verification, among other things.
- 24 Sometimes information on municipal or school taxes is not available, for example for new homes. But these are usually exceptions.
- 25 If the Brokerage contract was signed while the broker was acting on behalf of another agency, the agency change notice indicating the client's choice to follow the broker to his new agency must be on record to show that the contract is still valid.
- 26 Clause 2.1 of Annex RCOM should be used by the broker to enter in detail any other remuneration that the client undertakes to pay, specifying whether it will be added or deducted from the remuneration set out in the Brokerage contract identified in section 1, as well as the method of remuneration used (e.g.: hourly rate, additional lump sum, object of remuneration, frequency of execution, etc.). Similarly, in clause 2.2, the costs (expenses incurred by the broker) that the client undertakes to pay must be entered in details (e.g.: type of costs, frequency, date incurred, etc.).
- 27 Once section 3 of the annex RCOM is completed, the broker must provide the agency with the disbursements or remuneration advance cheque. The agency must then deposit the cheque immediately in the trust account, making sure that it is strictly managed as prescribed by regulations (i.e. compliance with the fiduciary clause, issuance of a trust receipt, etc.). Moreover, the administrative documents (copy of cheque, costs or remuneration invoice, etc.), used as a proof of deposit or withdrawal, must be kept on record. For more information on managing trust sums, please check the *Reference Guide - Managing Trust Accounts* available on [synbad.com](http://synbad.com).

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- 28** Managing trust sums must be carried out rigorously. If an amount to be deposited in the trust account is indicated in a promise to purchase or an Annex RCOM or in any other attached document (AM or CP), make sure that the said amount is received by the agency and that the different actions were taken without delay in accordance with the regulations (i.e. compliance with the fiduciary clause, issuance of a trust receipt, etc.). Moreover, the administrative documents (copy of cheque, costs or remuneration invoice, etc.), used as a proof of deposit or withdrawal, must be kept on record. For more information on managing trust sums, please check the *Reference Guide - Managing Trust Accounts* available on [synbad.com](http://synbad.com).
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- 29** The broker must avoid mentioning the certificate of location in section 9 of the Promise to purchase in order to allow the buyer to avail himself, where appropriate, of the possibility of obtaining a certificate of location describing the current state of the immovable or of the provisions of clause 10.7 should a defect or irregularity be detected during the examination of the documents by the notary. Should the buyer wish to get a certificate of location to check it out before visiting the notary, the broker must include a condition under section 12 – Other declarations and conditions of promise to purchase forms without the buyer having to declare himself satisfied with it. It is recommended to use the wording of the standard clause 3.20 – Obtainment of the certificate of location within the specified time frame.
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- 30** The document placed on record to confirm the undertaking of the mortgage lender to grant the amount of the loan applied for must meet certain requirements. For more information on the form of the document that the buyer must provide to the seller under clause 6.2, please read article 200783 on [synbad.com](http://synbad.com): *Mortgage approval: The required document*.
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- 31** Where appropriate, it is recommended to keep a proof on record showing that the buyer has obtained the requested documents within the specified time period (for example: acknowledgement of receipt, email, fax or other means). If the seller fails to remit to the buyer the required documents within the time period specified in clause 9.1, the buyer could render his promise to purchase null and void.
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**Organisme d'autoréglementation du courtage immobilier du Québec**

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