

The property description or document may contain other information that conforms to the Real Estate Brokerage Act or of this Regulation.

**119.** This Regulation comes into force on 1 May 2010.

9761

Gouvernement du Québec

**O.C. 300-2010, 31 March 2010**

Real Estate Brokerage Act  
(2008, c. 9)

**Contracts and forms**

Regulation respecting contracts and forms

WHEREAS section 9 of the Real Estate Brokerage Act (2008, c. 9) provides that the Organisme d'autoréglementation du courtage immobilier du Québec (the Organization) determines, by regulation, the conditions on which a broker may have the suspension of his or her licence lifted;

WHEREAS section 26 of the Act provides that the Organization sets out, by regulation, rules governing contracts concerning certain residential immovables;

WHEREAS paragraph 13 of section 46 of the Act provides that, in addition to its regulatory powers under the Act, the Organization may determine, by regulation, the form of contracts or forms, other than a contract referred to in section 26, how and when they may be used, the particulars and stipulations which must or must not appear in certain contracts or forms and those that supplement intention;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the draft Regulation respecting contracts and forms was published in Part 2 of the *Gazette officielle du Québec* of 13 January 2010 with a notice that it could be submitted to the Government for approval on the expiry of 45 days following that publication;

WHEREAS it is expedient to approve the Regulation with amendments that clarify certain regulatory provisions or correct references;

IT IS ORDERED, therefore, on the recommendation of the Minister of Finance:

THAT the Regulation respecting contracts and forms, attached to this Order in Council, be approved.

GÉRARD BIBEAU,  
*Clerk of the Conseil exécutif*

**Regulation respecting contracts and forms**

Real Estate Brokerage Act  
(2008, c. 9, ss. 26 and 46, par. 13)

**CHAPTER I**  
**TERMS AND CONDITIONS OF USE**

**1.** A licence holder must complete a contract, a transaction proposal or a form clearly and legibly.

The licence holder must not use any abbreviation incomprehensible to the parties or leave any ambiguity as to whether certain terms and conditions in the contract, transaction proposal or form apply.

**2.** Where a licence holder completes a contract, a transaction proposal or a form by hand, he or she must use ink and write neatly to facilitate reading.

**3.** Where a licence holder completes a contract, a transaction proposal or a form using a computer system or a printing system, he or she must use at least 10-point type.

Moreover, in the case of a form, the licence holder must use type that is different from the type used for mandatory particulars or stipulations, so as to enable the parties to easily distinguish the particulars or stipulations from any addition or amendment.

**4.** Where a licence holder strikes out an entry in a mandatory particular or stipulation, he or she must have the strikeout initialled by the parties before they sign at the bottom of the form.

**5.** The additions or amendments that a licence holder may make to a contract, a transaction proposal or a form must pertain only to the object of the terms and conditions of that contract, transaction proposal or form.

**6.** A licence holder must, before having a contract, a transaction proposal or a form that he or she has completed signed, allow the parties to take cognizance of its terms and conditions and, before the signing, provide all the explanations and answers to questions that the parties may ask.

**7.** A licence holder must not add anything to, amend or strike out anything from a contract, a transaction proposal or a form after the parties have signed at the bottom of the contract or form.

**CHAPTER II**  
PARTICULARS AND STIPULATIONS WHICH  
MUST OR MUST NOT APPEAR IN CERTAIN  
CONTRACTS, TRANSACTION PROPOSALS  
OR FORMS

**DIVISION I**  
BROKERAGE CONTRACT

**8.** A contract referred to in section 23 of the Real Estate Brokerage Act must set out

(1) the name and address of the parties in legible script;

(2) the date of the contract and the address of the place where it was signed;

(3) the nature of the transaction involved;

(4) the cadastral designation of the immovable property involved and the address of any building erected thereon, if any;

(5) if such is the case, its irrevocability;

(6) if such is the case, its exclusivity;

(7) the date and time of its expiry;

(8) the price of sale, purchase, exchange, or, as the case may be, leasing of the immovable property;

(9) the nature and manner of payment of the broker's compensation; and

(10) where applicable, any obligation on the part of the broker or agency to send the particulars of the contract to a multiple listing service or a similar service of a real estate board or of any other agency for the purpose of distributing them to members subscribing to such a service.

**9.** A brokerage contract made by a broker acting on his or her own account must include the following particular:

“If the BROKER ceases to carry on brokerage activities on his or her own account to carry them on instead for an agency, (IDENTIFICATION OF THE BROKER'S

CLIENT) may elect to continue to do business with the BROKER and to be bound to the agency for which the BROKER will carry on brokerage activities, by sending the broker a notice to that effect. (IDENTIFICATION OF THE BROKER'S CLIENT) is then bound to the agency under the same terms and conditions as those provided for in this contract from the moment the broker begins to act for the agency.

Should such a notice not be sent by the day on which the BROKER begins to carry on brokerage activities for the agency, this contract will be terminated”.

**10.** A brokerage contract made by an agency must include the following particular:

“If the broker mentioned in this contract as the AGENCY's representative ceases to carry on brokerage activities for the agency to carry them on instead on his or her account or for another agency, (IDENTIFICATION OF THE AGENCY'S CLIENT) may elect to continue to do business with the broker or with the AGENCY in accordance with this contract, by sending the AGENCY a notice stating his or her choice not later than the day on which the broker ceases to carry on activities for the AGENCY.

If (IDENTIFICATION OF THE AGENCY'S CLIENT) elects to continue to do business with the broker, this contract is terminated on the date on which the broker ceases to carry on activities for the AGENCY. (IDENTIFICATION OF THE BROKER'S CLIENT) is then bound to the BROKER or other agency for which the BROKER now carries on activities, as the case may be, under the same terms and conditions as those provided for in this contract.

Should the notice required under the first paragraph not be sent, this contract is terminated”.

Except on contrary notice from (IDENTIFICATION OF THE AGENCY'S CLIENT), or should the broker mentioned in this contract as the AGENCY's representative cease to carry on activities, if the AGENCY ceases to carry on its activities, this contract is terminated on the date on which the agency ceases its activities and (IDENTIFICATION OF THE BROKER'S CLIENT) is then bound to the broker now carrying on activities on his or her account or, as the case may be, to the agency for which the broker now carries on activities, under the same terms and conditions as those provided for in this contract.

In case of notice to the contrary or if the broker completely ceases his or her activities, this contract is terminated on the date on which the AGENCY ceases its activities”.

**11.** A contract referred to in section 23 of the Real Estate Brokerage Act must not contain a stipulation for automatic renewal.

**12.** A contract referred to in section 23 of the Real Estate Brokerage Act must specify that the licence holder has an obligation to submit to the contracting party every promise to purchase, lease or exchange the immovable in question.

## DIVISION II PARTICULARS THAT SUPPLEMENT INTENTION

**13.** Failing a stipulation as to the time of expiry of a contract referred to in section 23 of the Real Estate Brokerage Act, it expires 30 days after its making.

**14.** This Regulation comes into force on 1 May 2010.

9762

Gouvernement du Québec

### O.C. 301-2010, 31 March 2010

Real Estate Brokerage Act  
(2008, c. 9)

#### Enact transitional measures for the application of the Act

Regulation to enact transitional measures for the application of the Real Estate Brokerage Act

WHEREAS the Real Estate Brokerage Act (2008, c. 9) was assented to on 28 May 2008;

WHEREAS section 157 of the Act provides that the Government may, by a regulation made within 12 months after the coming into force of that section, prescribe transitional measures for the purposes of the Act;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the Regulation to enact transitional measures for the application of the Real Estate Brokerage Act was published in Part 2 of the *Gazette officielle du Québec* of 13 January 2010 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments in order to clarify certain regulatory provisions or correct references;

IT IS ORDERED, therefore, on the recommendation of the Minister of Finance:

THAT the Regulation to enact transitional measures for the application of the Real Estate Brokerage Act, attached to this Order in Council, be made.

GÉRARD BIBEAU,  
*Clerk of the Conseil exécutif*

### Regulation to enact transitional measures for the application of the Real Estate Brokerage Act

Real Estate Brokerage Act  
(2008, c. 9, s. 157)

**1.** A person who, on 30 April 2010, holds a chartered real estate broker's certificate, chartered real estate agent's certificate or affiliated real estate broker's certificate issued by the Association des courtiers et agents immobiliers du Québec under the Real Estate Brokerage Act (R.S.Q., c. C-73.1), and who, on that date, represents a partnership or a legal person that holds a chartered real estate broker's certificate, in accordance with section 7 of that Act, or manages an establishment or acts as an assistant to that person who manages an establishment, in accordance with section 13 of that Act, is deemed to have the competence in management of professional activities of brokers and agencies required to be an executive officer of the agency under the Real Estate Brokerage Act (2008, c. 9).

**2.** A real estate broker's licence is issued to a natural person who, on 30 April 2010, represents a partnership or a legal person that holds a chartered real estate broker's certificate, in accordance with section 7 of the Real Estate Brokerage Act (R.S.Q., c. C-73.1), on that date, manages an establishment or acts as an assistant to that person, in accordance with section 13 of the Real Estate Brokerage Act (R.S.Q., c. C-73.1), without holding a certificate issued by the Association des courtiers et agents immobiliers du Québec.

**3.** A person who, on 30 April 2010, represents a partnership or a legal person that is deemed to hold a licence under section 147 of the Real Estate Brokerage Act (2008, c. 9), is deemed to be the executive officer of the partnership or the legal person.