

WHEREAS it is expedient to approve the Regulation with amendments;

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

THAT the Regulation to amend the Regulation respecting records, books and registers, trust accounting and inspection of brokers and agencies, attached to this Order in Council, be approved with amendments.

GILLES PAQUIN,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting records, books and registers, trust accounting and inspection of brokers and agencies

Real Estate Brokerage Act
(R.S.Q., c. C-73.2, ss. 10 and 46, pars. 9, 10 and 10.1, and ss. 49 and 76)

1. The Regulation respecting records, books and registers, trust accounting and inspection of brokers and agencies (R.R.Q., c. C-73.2, r. 4) is amended in the French text by inserting “que l’institution financière est autorisée à transférer” before “directement au Fonds de financement” in subparagraph 8 of the second paragraph of section 29.

2. Section 32 is amended by replacing “3 and 6” in the second paragraph by “3, 4 and 6”.

3. Section 45 is amended by inserting the following after the first paragraph:

“The board of directors may appoint one or more vice-chairs.”.

4. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

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Gouvernement du Québec

O.C. 155-2012, 29 February 2012

Real Estate Brokerage Act
(R.S.Q., c. C-73.2)

Contracts and forms

Regulation respecting contracts and forms

WHEREAS the first paragraph of section 26 of the Real Estate Brokerage Act (R.S.Q., c. C-73.2) provides that the rules governing the contracts are set out in the Organisme d’autoréglementation du courtage immobilier du Québec’s regulations;

WHEREAS paragraph 13 of section 46 of the Act provides that, in addition to its regulatory powers under this 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, on 9 October 2011, the Organization made the Regulation respecting contracts and forms;

WHEREAS section 130 of the Real Estate Brokerage Act provides that all regulations of the Organization, except internal by-laws, must be submitted to the Government for approval with or without amendments;

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 28 December 2011 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 without amendment;

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

THAT the Regulation respecting contracts and forms, attached to this Order in Council, be approved without amendment.

GILLES PAQUIN,
Clerk of the Conseil exécutif

Regulation respecting contracts and forms

Real Estate Brokerage Act
(R.S.Q., c. C-73.2, ss. 26 and 46, par. 13)

CHAPTER I TERMS AND CONDITIONS OF USE

1. Every contract, transaction proposal and form, including a form used to record a contract or transaction proposal, relating to a brokerage transaction referred to in section 1 of the Real Estate Brokerage Act (R.S.Q., c. C-73.2), must be completed clearly and legibly by the licence holder concerned. When a licence holder completes a contract, transaction proposal or form by hand, he or she must use ink.

2. When a licence holder uses an abbreviation, he or she must write the term out in full at its first occurrence or in an appendix to the contract, transaction proposal or form.

3. A particular or stipulation may not leave any ambiguity about whether or not some of the terms and conditions or a contract, transaction proposal or form apply.

4. A licence holder who completes a form must use type that is different from the type used for the particulars or stipulations printed on the form, to enable the parties to easily distinguish those particulars and stipulations from any additions or amendments.

5. Any particular or stipulation printed on a contract, transaction proposal or form that is struck out must be struck out by the licence holder in a clearly visible way, and the consent of the parties to the strikeout must be indicated on the contract, transaction proposal or form before it is signed.

6. Any amendment made to a contract, transaction proposal or form by a licence holder must pertain only to the object of the terms and conditions of that contract, transaction proposal or form.

7. 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 provide all explanations and answers to questions that the parties may ask.

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

9. A form must bear a title and a unique identifying number.

10. A particular required by this Regulation to be indicated on a contract, transaction proposal or form may be indicated on an appendix to the contract, transaction proposal or form, and forms an integral part of it.

11. A licence holder must use the form published by the Organization in connection with a transaction proposal or contract when such a form exists, and for any appendix or amendment to such a transaction proposal or contract.

The Organization must display a form referred to in the first paragraph on its official website.

The first paragraph does not apply to forms the use of which is simply recommended by the Organization.

12. A licence holder must give a copy of the contract, transaction proposal or form to the parties concerned once it has been completed and signed.

A contract, transaction proposal or form may be in the form of a paper document or in any other form that allows it to be printed and guarantees its integrity.

CHAPTER II COMPULSORY AND PROHIBITED PARTICULARS AND PARTICULARS THAT SUPPLEMENT INTENTION

DIVISION I GENERAL PROVISIONS

13. Every contract in which a broker or agency undertakes to act as an intermediary with respect to an immovable or enterprise must include the following particulars:

- (1) the names of the parties and their contact information;
- (2) the object and duration of the contract;
- (3) if such is the case, the contract's exclusivity;
- (4) if such is the case, the contract's irrevocability;
- (5) the identification of the immovable concerned, the characteristics of the immovable sought, or a description of the enterprise concerned, as the case may be;

(6) the price and conditions for the sale, purchase or exchange of the immovable or enterprise, or for the leasing of the immovable;

(7) the mode of remuneration of the broker or agency, and the conditions on which the remuneration may be claimed;

(8) the possibility for the parties of engaging in conciliation, mediation or arbitration of accounts in the event of a dispute, as provided for in section 34 of the Real Estate Brokerage Act;

(9) any other right or obligation of the parties.

14. Every transaction proposal with respect to an immovable or enterprise must include the following particulars:

(1) the names of the parties and their contact information;

(2) the object of the transaction proposal;

(3) the identification of the immovable or a description of the enterprise concerned, as the case may be;

(4) the price and conditions for the purchase, sale or exchange of the immovable or enterprise or for the leasing of the immovable and, if applicable, the amount of the deposit given in trust to the broker or agency in accordance with the terms and conditions for trust accounting;

(5) the mode of payment of the purchase, sale or exchange price and, if applicable, the terms and conditions governing the payment of additional funds, a new hypothecary loan, the transfer of the obligations of an existing hypothecary loan or a balance of sale price;

(6) the terms and conditions governing the signing of the deed of sale, the lease or the contract of exchange by the parties;

(7) a mention to the effect that any statement concerning the immovable or enterprise made prior to the transaction by the seller or lessor forms an integral part of the transaction;

(8) the conditions for the acceptance of the transaction proposal, including the date and time at which the transaction proposal expires;

(9) any other right or obligation of the parties.

15. A contract, transaction proposal or form may contain any other particular that complies with the provisions of the Real Estate Brokerage Act.

16. No licence holder may include in a contract or form a stipulation allowing the licence holder to be remunerated or paid before the services which the licence holder has undertaken to provide have been provided or before the amounts concerned have been disbursed.

DIVISION II

CONTRACTS AND TRANSACTION PROPOSALS CONCERNING CERTAIN RESIDENTIAL IMMOVABLES

17. A contract relating to an immovable referred to in section 23 of the Real Estate Brokerage Act must, in addition to the particulars specified in section 13 of this Regulation, include particulars specifying

(1) that unless the date and time at which the contract expires are indicated, the contract expires 30 days after being signed;

(2) that the data included in the contract may only be used in accordance with the terms and conditions prescribed in the contract or as provided for by the Regulation respecting brokerage requirements, professional conduct of brokers and advertising (R.R.Q., c. C-73.2, r. 1);

(3) except in the case of a brokerage contract for a purchase, that the broker or agency is, if applicable, authorized to forward information concerning the immovable that is the object of the contract to a service that disseminates information to other brokers and agencies, and that the broker or agency is required to forward such information without delay to the information dissemination service;

(4) if applicable, that any amount received as an advance on remuneration or disbursements will be paid without delay into the general trust account of the broker or agency and may not be withdrawn until the services have been provided or the disbursements have been incurred, and until the amounts have been invoiced or specified in writing and sent to or accepted by the co-contractant;

(5) except in the case of a brokerage contract for a purchase, the conditions for the sharing of remuneration offered to a broker or agency that participates in the transaction, and the consequences of those conditions;

(6) the text of section 28 of the Real Estate Brokerage Act, above the space provided for the signatures of the parties;

(7) the rights and obligations provided for in Division IV of Chapter I of the Regulation respecting brokerage requirements, professional conduct of brokers and advertising and, if applicable, the way in which they are to be exercised;

(8) any statement by the seller or lessor concerning the immovable that is relevant to the transaction.

18. No contract referred to in this Division may contain a stipulation that automatically renews the contract.

19. Unless the date and time on which a contract referred to in this Division expires are indicated, the contract expires 30 days after being signed.

20. No licence holder may claim or receive remuneration from the party he or she represents unless a contract referred to in this Division has been signed.

21. A transaction proposal with respect to an immovable referred to in section 23 of the Real Estate Brokerage Act must, in addition to the particulars specified in section 14 of this Regulation, include particulars specifying

(1) where applicable, the conditions governing an inspection and the conditions governing the cancellation of the transaction proposal following an inspection;

(2) the date of occupation and, if applicable, the terms and conditions for occupation if it occurs after the signing of the deed of sale.

22. No person may amend a form published by the Organization in connection with a contract or transaction proposal referred to in this Division in any way that reduces the obligations of the licence holder or increases the obligations of the co-contractor or co-contractors.

DIVISION III CONTRACT RELATING TO A LOAN SECURED BY IMMOVABLE HYPOTHEC

23. A contract signed with a lender in which a broker or agency undertakes to act as an intermediary in the obtaining of a loan secured by immovable hypothec must, in addition to the particulars specified in paragraphs 1 to 4 and 7 to 9 of section 13 of this Regulation, include particulars specifying

(1) the characteristics of and terms and conditions for the obtaining of the loan, and the identification of the immovable that will be affected by the hypothec, if applicable;

(2) if applicable, that any amount received as an advance on remuneration or disbursements will be paid without delay into the general trust account of the broker or agency and may not be withdrawn until the services have been provided or the disbursements have been incurred, and until the amounts have been invoiced or specified in writing and sent to or accepted by the lender;

(3) the terms and conditions governing the gathering, use and disclosure of personal information concerning the borrower, and the fact that the information may only be used in accordance with the terms and conditions prescribed in the contract, as provided for in the Regulation respecting brokerage requirements, professional conduct of brokers and advertising or by the Acts concerning the protection of personal information.

24. Unless the date and time on which a contract referred to in this Division expires are indicated, the contract expires 30 days after being signed.

CHAPTER III FINAL PROVISIONS

25. This Regulation replaces the Regulation respecting contracts and forms (R.R.Q., c. C-73.2, r. 2).

26. This Regulation comes into force on 1 July 2012.

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Gouvernement du Québec

O.C. 156-2012, 29 February 2012

Real Estate Brokerage Act
(R.S.Q., c. C-73.2)

Brokerage requirements, professional conduct of brokers and advertising — Amendment

Regulation to amend the Regulation respecting brokerage requirements, professional conduct of brokers and advertising

WHEREAS the first paragraph of section 7 of the Real Estate Brokerage Act (R.S.Q., c. C-73.2) provides that a broker, when new to the occupation, must carry on brokerage activities for an agency for the period set out