

LISTING YOUR HOME

The Real Estate Listing

Listing a home for sale includes a contractual agreement in which you give us the authority to act as your agent in offering your property for sale or lease. The listing agreement sets out details, terms, and conditions, on the property to be sold and the commission to be paid.

The listing agreement allows the broker company to distribute the listing information to members of the Winnipeg Real Estate Board Multiple Listing Service (MLS).

The listing provides that you will allow showings to prospective purchasers during reasonable hours and for a sign to be placed on the property. It also allows for a caveat to be registered on your property to secure payment for monies owed under the contract.

You will be asked for documentation on taxes, surveys, title and mortgage information. It will be helpful if you have this available at the meeting to prepare the listing. The listing allows us to obtain this information if you do not have it readily available.

The listing includes a "holdover" clause, which provides that if a purchaser who was introduced to the property during the time it was listed buys the property within ninety days after the listing has expired, you will still owe a commission to the broker company that we work with.

Some items on the property such as water heaters or water softeners are sometimes provided on a rental basis. If this is the case, you should indicate this on the listing and exclude the items from the purchase price. The purchaser should be asked to assume the rental.

The listing agreement sets out an expiry date. This must be 60 days or more after commencement for MLS listings. Listings are most commonly set for 90 days.

When we meet it is helpful to have available the following items or information.

For Homes:

a copy of the site Survey & Zoning Memorandum, if available

recent utility bills— gas, hydro, etc

the age of the home and floor plan, if available

property tax information

your banker's name, phone number and fax number

for any other loans/mortgages against the property the same information as above

for a property held in trust the name of the trustee, trust account number and contact information

your lawyer's name, address and phone number

house keys

For Condominiums or Townhouses

recent utility bills— gas, hydro, etc

the age of the home and floor plan, if available

property tax information

your banker's name, phone number and fax number

for any other loans/mortgages against the property the same information as above

for a property held in trust the name of the trustee, trust account number and contact information

your lawyer's name, address and phone number

the condominium Disclosure Statement /Disclosure Certificate

the current financial statement

the current budget

the Insurance and Management Agreements

the association's Declaration and By-Laws

the Party-wall Agreements

keys to your home, security doors, parking area, and club house, if any.

Title Representations

It is important that your title and the disclosure of any easements, encroachments and building restriction violations be represented correctly to prospective purchasers.

A title search may be ordered as it will show active title charges that will stay on the title and appear in the purchaser's new title after closing caveats for easements, zoning agreements, encroachment agreements, building restrictions, right of way agreements, leases, option to purchase, etc. If you know of any charges (often these can be found in the solicitor's reporting letter when the property was purchased) you should provide them.

Building Location (Survey) Certificate

A copy of your survey or building location certificate should be provided. This can help identify encroachments and confirm house and lot dimensions. Please be sure to let us know if any structures have been erected since the certificate was completed.

Any air conditioning units in the side yard, decks close to side or rear yards, garages or carports within the front, side or rear yard restricted areas which have been erected since the date of the survey should be noted. If a new building location certificate and zoning memorandum have not been prepared since these items were constructed, you may have to obtain a new survey and zoning memorandum in order to be satisfied that the property is in compliance. If it is not practical or desirable for you to obtain one at this point, the possibility exists that the purchaser may detect non-compliance after a new survey and zoning are obtained. This puts you into a state of uncertainty because, depending on the circumstances, if a variance is required but cannot be obtained, the purchaser may choose to rescind.

Zoning Memorandum

A zoning memorandum will identify any non-compliance with front, side and rear yard restrictions and also determine if the property is subject to any existing zoning variance or tolerance.

Tax Statement

This identifies any encroachment licenses and fees in addition to property tax information.

Mortgage To Be Assumed

If your mortgage will be advertised as assumable please provide details of the mortgage agreement.