



MANITOBA
REAL ESTATE ASSOCIATION

Build. Empower. Uphold.

Real Estate Industry Forms Update Member Reference Guide

November 2023

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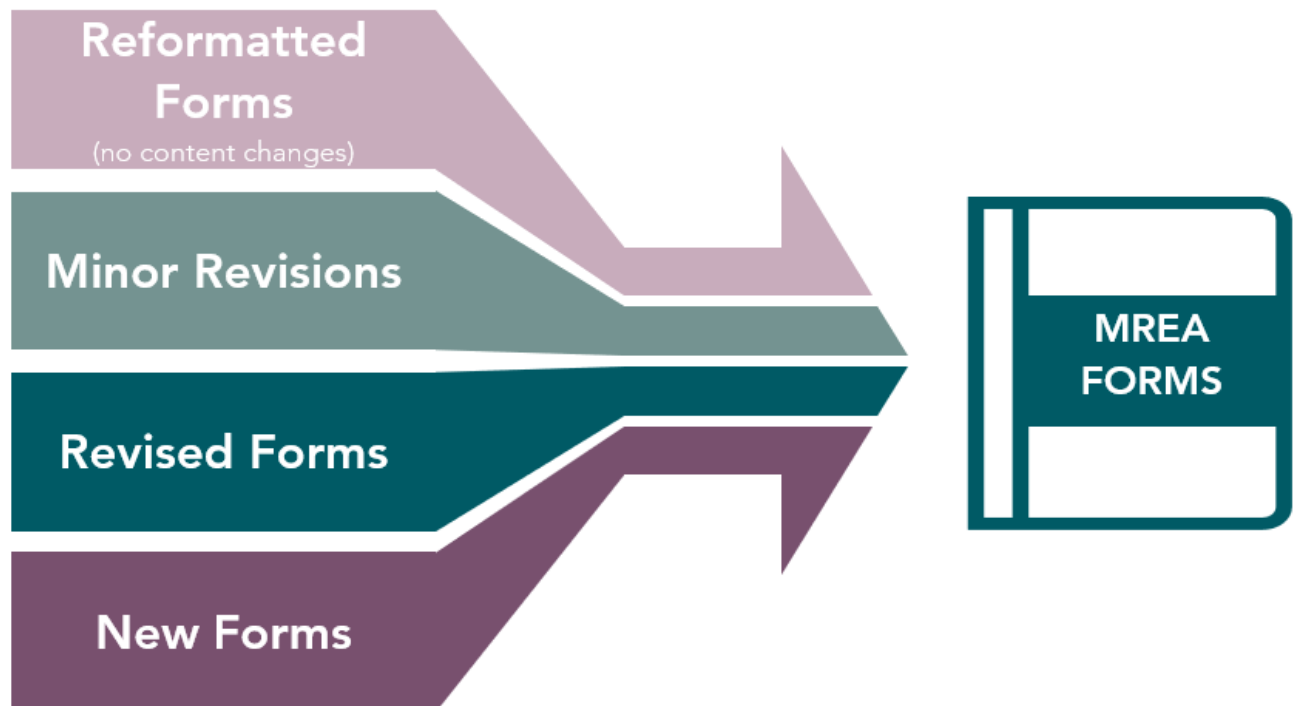
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MREA Real Estate Industry Forms Update

The Manitoba Real Estate Association Inc. (MREA) has a catalogue of over 50 forms that members can access for use in the industry. The MREA Forms Committee, comprised of experienced members and legal experts, recently conducted a review of some of the forms to ensure they align with current industry practices and adhere to the requirements as set out in *The Real Estate Services Act* and Regulation.

This guide contains forms that have recently been revised and/or reformatted by the committee. New forms recommended by the committee are also included. These forms will be available on CREA WEBForms®, MREA Online Education, and the Winnipeg Regional Real Estate Board's (WRREB) Keystone Portal.

In this guide the reformatted, revised, and new forms are categorized into four groups:



Form Revisions – Reformatted Forms

There are no substantive revisions to the content of the following forms in this group.

Form Name: *Schedule
____ Seller's
Homesteads Act
Statements*

Purpose of Form:

This form is used when proof is required from a seller to establish:

- (a) whether they are (or are not) married or in a common-law relationship;
- (b) whether the person who has provided a homestead consent for the sale of a property (see the next form) is in fact the person who has homestead rights in the property, or;
- (c) that a property is not a homestead property. This form is Form 5 as prescribed under *The Real Estate Services Act*.

Form Revision:

Minor changes to format.

SCHEDULE _____

SELLER'S HOMESTEADS ACT STATEMENTS

This schedule is attached to and forms part of an Offer to Purchase made by _____ as Buyer, to _____ as Seller, regarding the property commonly known as _____ dated the _____ day of _____, 20____.

SELLER'S HOMESTEAD ACT STATEMENTS
(Delete the inapplicable statements and initial those deletions)

I (We), the Seller in the attached Offer to Purchase now accepted (the "Agreement"), do solemnly (severally) declare as follows:

1. The person who signed the acceptance to the said Offer to Purchase is my spouse or common-law partner and has homestead rights in the Property.
2. The person who consented to the disposition of the homestead provided for by the Agreement is my spouse or common-law partner and has homestead rights in the Property.
3. I am not a married person.
4. I am not a common-law partner as defined in *The Homesteads Act*.
5. The Property being sold and purchased under the Agreement is not my homestead within the meaning of *The Homesteads Act*.

(SEVERALLY) DECLARED before me at _____)
This _____ day of _____, 20____.) Seller
)
) Seller
)

A Notary Public in and for the province of Manitoba.
A Commissioner for Oaths in and for the Province of Manitoba.
My Commission expires: _____
Or
Other person authorized to take affidavits under *The Manitoba Evidence Act*
(Specify) _____

This is a statutory form prescribed by the Real Estate Services Regulation 84/2021 September 2023

Notes/Questions:

Form Name: *Homesteads Act Consent to Disposition and Acknowledgement (Attached to Instrument)*

Purpose of Form:

This form is used when a spouse or common-law partner has homestead rights in a property they do not own, and the owner requires their consent for it to be sold.

This form is created from Form 3 under *The Homesteads Act*. The wording will be familiar because it is similar to Form 2 under *The Homesteads Act* which is set out near the end of the current residential and condominium offer to purchase forms.

When the new residential and condominium offer to purchase forms are released by The Manitoba Securities Commission, it is expected that Form 2 under *The Homesteads Act* will no longer be imbedded within the offers. As a result, this new form (Form 3 under *The Homesteads Act*) will be used.

The use of this form will not likely be required until after the current offer to purchase forms are discontinued.

Form Revision:

This form is new.

**HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT
(ATTACHED TO INSTRUMENT)**

This consent to disposition is attached to an Offer to Purchase Agreement made between

_____ as Buyer and _____

as Seller, dated the _____ day of _____, 20_____ regarding the property commonly

known as _____.

HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGMENT

(Insert name of spouse or common-law partner and indicate appropriate statement in 1. below)

I, _____, the spouse or common-law partner of the Seller named in the attached instrument (offer to purchase agreement) consent to the disposition of the homestead effected by the attached instrument (offer to purchase agreement) made between my spouse or common-law partner and

_____ (the Buyer) affecting the homestead legally described as

_____ Title Number: _____

and acknowledge that:

1. ☐ I am the first spouse or common-law partner to acquire homestead rights in the Property.
or
☐ A previous spouse or common-law partner of my current spouse or common-law partner acquired homestead rights in the Property but those rights have been released or terminated in accordance with *The Homesteads Act*.
2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of my consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily, without any compulsion on the part of my spouse or common-law partner.

Date: _____, 20_____.

Name of spouse or common-law partner

Signature of spouse or common-law partner

Date: _____, 20_____.

Name of witness

Signature of witness

A Notary Public in and for the province of Manitoba.

A Commissioner for Oaths in and for the Province of Manitoba.

My Commission expires: _____

Or

Other person authorized to take affidavits under *The Manitoba Evidence Act*

(Specify) _____

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Notes/Questions:

Form Revisions – Minor Revisions

The content in the following forms contains minor revisions and reformatting.

Form Name:

Acknowledgement of Limited Joint Representation

Purpose of Form:

This form is used when a buyer and a seller consent to being represented by the same brokerage in a potential transaction. By using this form, the buyer or the seller acknowledge having been informed about the challenges inherent in joint representations. They then consent to the limited agency obligations the brokerage and its representatives owe to each party.

Form Revision:

- Among other revisions, this form now includes reference to how limited joint representation applies to competing buyers.
- Several reformatting changes have been made.

ACKNOWLEDGEMENT OF LIMITED JOINT REPRESENTATION

Brokerage Providing Real Estate Services		Person Receiving Real Estate Services	
Name:		Name:	
Address:		Name:	
Representative:		Address:	

1. Address of Property

☐	If I am a seller, the address is:
☐	If I am a buyer, the address is:
☐	If I am a buyer, the address is unknown.

Check the appropriate box above and complete where applicable.

2. Date this Acknowledgement and Agreement is Given

The acknowledgement and agreement made on the _____ day of _____, 20_____.

3. Acknowledgement and Agreement

I acknowledge and agree:

1. The Brokerage represents me and is providing real estate services to me pursuant to a written service agreement.
2. I have been told that the Brokerage may be placed in a conflict of interest arising from one or more of the following situations:
 - a) If I am a seller, and a buyer who may be interested in my property is represented by and/or is receiving real estate services from the Brokerage, or
 - b) If I am a buyer, and:
 - (i) the Brokerage also represents and/or is providing real estate services to the seller of certain property I am interested in buying; or
 - (ii) the Brokerage also represents, and/or is providing real estate services to another buyer who may be interested in the same property that I am interested in buying.
3. If any of the above circumstances apply to me, I agree that the Brokerage may continue to represent me and provide real estate services to me while representing and/or providing real estate services to the other party in a limited joint representative capacity on the terms and conditions set out below:
 - a) If a situation described in Clause 2a) or 2b) (i) arises, the Brokerage/salesperson representative will not disclose to me, nor to the other party involved, the motivation of the seller to sell or the buyer to buy, the price and terms that the other party may agree to, or the terms and conditions of competing offers or negotiations.
 - b) If a situation described in Clause 2b) (ii) arises, the Brokerage/salesperson representative shall not disclose to the other buyer my motivation to buy, nor shall they disclose to me the motivation of the other buyer to buy, the price and terms that any other buyer may offer, or any other information regarding the other buyer's offer.
 - c) The Brokerage/salesperson will be obligated to inform any other party involved in any of the above circumstances about these terms and conditions that apply when the Brokerage/salesperson representative represents me and provides real estate services to me and represents and/or provides real estate services to any other party in the same potential transaction.
 - d) The Brokerage/salesperson shall also obtain the consent of any other party to the limited joint representation described herein.
 - e) The Brokerage/salesperson involved will be required to deal with me and any other party fairly and impartially.

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Notes/Questions:

4. Other Terms	
a)	Unless the context otherwise implies, any word used in the singular includes the plural.
b)	If this acknowledgement and agreement is inconsistent with the terms of any other agreement between the Brokerage and me, the terms and conditions contained herein shall take precedence.
c)	Additional Terms:
5. Acknowledgement of Review and Receipt	
☐	I acknowledge receipt of a copy of the brochure entitled <i>Working with a REALTOR®</i> published by The Manitoba Real Estate Association Inc. which explains the limited joint representation that I have agreed to herein. I have reviewed and become familiar with the brochure.
☐	I acknowledge receipt of a copy of this acknowledgement and agreement.
6. Signatures of the Parties	
Signed on behalf of the Brokerage providing the Services:	Signed by the person who is to receive the Services:
Representative name: _____	Signature: _____
Representative signature: _____	Signature: _____

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Notes/Questions:

Form Name: *Written Disclosure*

Purpose of Form:

This form is used to assist brokerages, their representatives, and certain related persons in complying with the disclosure requirements contained in section 30 of *The Real Estate Services Act* and sections 4.11, 4.14, and 4.16 of the Regulation.

Form Revision:

- A sentence has been removed from section 3., which previously incorrectly suggested that when registrants, or certain persons related to registrants, sell property, remuneration could not be paid.
- Several formatting changes have been made.

WRITTEN DISCLOSURE

For Use When a Registrant (Or Related Person) Offers or Agrees to Trade in Real Estate
(Section 30 of *The Real Estate Services Act* and sections 4.11, 4.14 and 4.16 of the Real Estate Services Regulation 84/2021)

This Disclosure is made by:	
An individual registrant ☐	(Name of Registrant)
A brokerage ☐	(Name of Brokerage)
Other ☐	(Name of any other person making this Disclosure)
This Disclosure is made to:	
Name:	
Name:	
Address of Property:	
Address of the property this Disclosure pertains to:	
(the "Property")	

The Real Estate Services Act requires written disclosure whenever a registrant engages in a trade in real estate on the registrant's own behalf, or on behalf of a person related to the registrant.

Subsection 4.14(2) and 4.14(3) of the Real Estate Services Regulation 84/2021 requires this disclosure to be made as soon as practical after the person required to make the disclosure becomes aware of their obligation to do so, and states that if the trade in real estate involves the presentation of a written offer, the disclosure must be included in the offer in writing, even if the disclosure was previously made in a different manner.

1. The transaction or proposed transaction in real estate is with respect to: Check the applicable box below	
☐ the purchase (or rental, or other form of acquisition) of real estate	
☐ the sale (or lease, or other form of disposition) of real estate	
2. The proposed trade in real estate is made, or to be made, by: Check the applicable box(es) below and insert the name(s) and disclosure details	
☐ a) a Registrant, or their nominee	
Name:	
Details:	
☐ b) a Registrant's spouse or common-law partner, or their nominee	
Name:	
Details:	
☐ c) a Registrant's child, or their nominee	
Name:	
Details:	

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Notes/Questions:

- ☐ d) a corporation, firm, partnership, association, or syndication or any other unincorporated association in which the Registrant, or their spouse or common-law partner, or their child has a material interest

Name:	
Details:	

- ☐ e) a director, officer, partner, salesperson, broker, associate broker, representative, manager or supervisor or other person with a material interest* in any corporation, firm, partnership, association, or syndication or any other unincorporated association that is a registrant under *The Real Estate Services Act*, or any nominee thereof

Name:	
Details:	

- ☐ f) a Registrant's parent, step-parent, step-child, sibling, or step-sibling

Name:	
Details:	

- ☐ g) a corporation, firm, partnership, association, or syndication or any other unincorporated association in which the Registrant's parent, step-parent, step-child, sibling, or step-sibling has a material interest*

Name:	
Details:	

- ☐ h) a spouse or common-law partner, parent, step-parent, child, step-child, sibling, or step-sibling of any individual identified in (e) above

Name:	
Details:	

3. Section 31 of *The Real Estate Services Act* and section 4.11 of the Real Estate Services Regulation 84/2021 prevents the brokerage and the registrant from receiving remuneration in respect of the trade in real estate:

- ☐ Yes
☐ No

4. The total amount of remuneration payable in respect of the trade in real estate is to be reduced in accordance with subsection 4.11(3) of the Real Estate Services Regulation 84/2021:

- ☐ Yes
☐ No

5. This Disclosure involves the presentation of an offer (or counteroffer) and is included with, and forms part of, the offer (or counteroffer) for the Property in compliance with subsection 4.14(3) of the Real Estate Services Regulation 84/2021.

- ☐ Yes
☐ No

If the response to question 5 is Yes, the person to whom the disclosure is made must sign this Disclosure form below to acknowledge it has been received if it is to be included in and form part of the offer or counteroffer. If included in the offer or counteroffer a statement should also be inserted in the offer or counteroffer to reference this Disclosure.

Notes/Questions:

6. Date Signed and Signatures of the Parties

Signed by the person(s) required to make this Disclosure:

Date _____, 20_____.

Signature:

Signature:

Name(s) of person(s) making this Disclosure:

Signed by the person(s) to whom this Disclosure statement is made to acknowledge that this Disclosure statement forms part of the offer or counteroffer for the Property:

Date _____, 20_____.

Signature:

Signature:

Name(s) of person(s) to whom this Disclosure is made:

*A person is considered to have a material interest if the person holds five (5) per cent or more of the corporation's equity or voting securities based on market value, or if the person legally or beneficially holds five (5) per cent or more of the capital or is entitled to receive five (5) per cent or more of its profits of a firm, partnership, association, syndicate, or other unincorporated organization.

Brokerage Office Use Only:

A copy of this disclosure was provided to the Brokerage on:

Date _____, 20_____.

Signature: _____
(Signed by the managing registrant on behalf of the Brokerage)**Notes/Questions:**

Form Revisions – Revised Forms

Form Name: *Amendment Agreement*

Purpose of Form:

This form is used when both parties to an offer to purchase contract mutually agree to amend certain terms.

Form Revisions:

- Replaces the *Offer to Purchase - Amendment* form.
- A legal description is no longer required.
- A witness requirement has been removed.
- Several formatting changes have been made.

AMENDMENT AGREEMENT

This amendment agreement is made between _____, as Buyer,
and _____, as Seller, regarding the Offer to Purchase
Agreement for the property located at _____
dated the _____ day of _____, 20_____.

The Buyer and the Seller agree to amend the Offer to Purchase Agreement as follows:

All other terms and conditions contained in the Offer to Purchase Agreement shall remain unchanged.

Date and Buyer's Signature

Date _____, 20_____.

Signature of Buyer

Signature of Buyer

Date and Seller's Signature

Date _____, 20_____.

Signature of Seller

Signature of Seller

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Notes/Questions:

Form Name: *Time Clause, Schedule _____ General Purpose Offer to Purchase Schedule*

Purpose of Form:

This form is used when a seller is to be given a right to advance a condition due time should they receive another offer they are willing to accept. This form is generally used by a seller in a counteroffer. Previously called a time clause, and sometimes known as a 48-hour clause, this replacement form is paired with the *Time Clause Notice - Advanced Condition Due Time* (see next form).

Form Revisions:

- Replaces the *Time Clause* form.
- Provides for a minimum amount of time that a buyer must be given after notice is received to satisfy or waive a condition.
- Paired with the *Time Clause Notice - Advanced Condition Due Time* form (see next form) to be more specific when notice of advancement is to be given.
- States that the advanced condition due time is not to fall on a holiday.

TIME CLAUSE

SCHEDULE _____

GENERAL PURPOSE OFFER TO PURCHASE SCHEDULE

This schedule is attached to and forms part of an Offer to Purchase made by _____ as Buyer, to _____ as Seller, regarding the property commonly known as _____

dated the _____ day of _____, 20____.

The Seller accepts this Offer to Purchase with the condition(s) inserted for the benefit of the Buyer (the Buyer's Conditions) subject to the Buyer agreeing to the following:

1. The Seller may continue to offer the Property for sale during the period in which the Offer to Purchase remains subject to the Buyer's Conditions (the Condition Due Time).
2. If during the Condition Due Time the Seller receives any other offer to purchase on terms and conditions acceptable to the Seller, the Seller may give written notice to the Buyer (the Seller's Notice) that the Seller is advancing the Condition Due Time to a date and time that is no earlier than _____ hours from the time of the delivery of the Seller's Notice to the Buyer (the Advanced Condition Due Time). The Advanced Condition Due Time shall not be on a holiday as defined by *The Interpretation Act of Manitoba*, which includes Sundays.
3. The Seller's Notice, which must be in writing, shall be deemed to have been delivered to the Buyer upon delivery to either the Buyer or the brokerage representing the Buyer.
4. If a written notice of the fulfillment or waiver of the Buyer's Conditions is not delivered to either the Seller or the brokerage representing the Seller by the Advanced Condition Due Time specified in the Seller's Notice, the Buyer's Conditions will be deemed to have not been fulfilled or waived, whereupon the contract created by the acceptance of the Offer to Purchase will terminate, and any deposit paid shall be returned to the Buyer.

Signed by the Buyer this _____ day of _____, 20____.

Witness

Signature of Buyer

Witness

Signature of Buyer

Signed by the Seller this _____ day of _____, 20____.

Witness

Signature of Seller

Witness

Signature of Seller

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Notes/Questions:

Form Name: *Time Clause Notice Advanced Condition Due Time*

Purpose of Form:

This form is used when an offer to purchase contract contains a time clause (previous form) and the seller has received another offer they are willing to accept. The seller uses this form to notify the first buyer (original buyer) of the advanced date and time. The seller must be careful to allow for sufficient time to be stated in the notice as well as sufficient time for the delivery of the notice in order to meet the minimum advanced time agreed to in the *Time Clause* (previous form).

Form Revisions:

- Replaces the current *Time Clause* form and *Time Clause Notice of Another Offer* forms.
- No acknowledgement from the buyer is required.
- A specific date and time are required, rather than specifying the number of hours after the time of delivery of the notice.
- Allows for a notation of the delivery time of the notice.
- The deadline for the party to fulfill or waive all outstanding conditions must not fall on a holiday as defined in Manitoba's *Interpretation Act*. See "Note to Seller" in the form.

**TIME CLAUSE NOTICE
ADVANCED CONDITION DUE TIME**

To:	
	(Name of Buyer)
From:	
	(Name of Seller)
Address of Property:	
Date of Offer to Purchase Agreement:	

This notice is given in accordance with the Time Clause contained within the Offer to Purchase Agreement:

1. An offer to purchase with acceptable terms and conditions has been received.
2. You have until _____ a.m./p.m. on the _____ day of _____, 20____*
(the Advanced Condition Due Time) to fulfill or waive all outstanding conditions.
3. If a written notice of the fulfillment or waiver of all outstanding conditions is not delivered to the Seller or the Seller's Brokerage by the Advanced Condition Due Time, the outstanding conditions will be deemed to have not been fulfilled or waived, and the Offer to Purchase Agreement will terminate.

Signatures	
Date _____, 20_____. _____ Signature of Seller	_____ Signature of Seller

*Note to Seller: Ensure that the Advance Condition Due Time does not fall on a holiday which is defined by *The Interpretation Act*, C.C.S.M. c. 180 to be any of the following:
 Sunday, New Year's Day, the third Monday in February known as "Louis Riel Day", Good Friday, Victoria Day, July 1, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, the day after Christmas Day known as "Boxing Day", and any day declared to be a holiday by a proclamation of the Governor General or Lieutenant Governor of Manitoba.

Record of Delivery - Brokerage Office Use Only:
A copy of this notice was delivered at _____ a.m./p.m. on _____, 20_____. Method of Delivery: _____ (personal delivery, email, text, etc.) Signature: _____ (Signed by Seller's Brokerage Representative)

Notes/Questions:

Form Name: *Customer Status / Seller Acknowledgement and Remuneration Agreement (Between the Seller and the Buyer's Brokerage)*

Purpose of Form:

This form is used when a brokerage and its representative are providing real estate services to a seller who is not a client of the brokerage.

Form Revisions:

- Replaces the *Customer Status Acknowledgement – Seller* form.
- A section has been added to address service agreement requirements under *The Real Estate Services Act*.
- Several formatting changes have been made.

**CUSTOMER STATUS / SELLER
ACKNOWLEDGEMENT AND REMUNERATION AGREEMENT**
(Between the Seller and the Buyer's Brokerage)

Buyer's Brokerage		Seller	
Name:		Name:	
Address:		Name:	
Representative:		Address:	
Contact Details: (To be used for Notices)		Contact Details: (To be used for Notices)	
The above seller (the "Seller") wishes to sell the following property: (The "Property")			

The above brokerage and its representative (the "Buyer's Brokerage") represent one or more buyers (a "Buyer") who may be interested in purchasing the Property.

The Buyer's Brokerage does not represent the Seller.

The Buyer's Brokerage wishes to introduce the Property to a Buyer, and the Seller agrees to pay remuneration to the Buyer's Brokerage in the event a Buyer purchases the Property through the Buyer's Brokerage.

There is no Agency Representation

1. The Seller acknowledges and agrees that:
 - (i) the Seller has received from the Buyer's Brokerage a copy of a brochure entitled *Working with a REALTOR®* published by The Manitoba Real Estate Association Inc. (the "Brochure"). The Brochure explains the different types of agency relationships and services the Seller may wish to receive;
 - (ii) The Seller has read the Brochure and has been given the opportunity to (a) request further information from the Buyer's Brokerage about the various agency and service options available, and to (b) obtain independent advice concerning the agency and service option chosen by the Seller as described in this agreement;
 - (iii) the Seller is not represented by the Buyer's Brokerage;
 - (iv) the Seller understands that the Buyer's Brokerage will have both an agency and fiduciary relationship with the Buyer whereby a Buyer may be placing their trust, confidence, and reliance in the Buyer's Brokerage with respect to any offer to purchase for, or any trade of the Property; and
 - (v) The Seller understands that no such agency or fiduciary relationship exists between the Buyer's Brokerage and the Seller.

Brokerage Services to be provided to the Seller

2. The Seller acknowledges and agrees that even though there is no agency or fiduciary relationship between the Buyer's Brokerage and the Seller, the Buyer's Brokerage may provide the following real estate service to the Seller:
 - (i) showing or making representations about the Property to a Buyer;
 - (ii) negotiating the price or other terms of the sale for the Property on behalf of a Buyer;
 - (iii) presenting offers to purchase the Property from a Buyer to the Seller, and any counteroffer to sell the Property from the Seller to a Buyer;
 - (iv) receiving deposit money paid in respect of the Property; and
 - (v) holding deposit money in trust for a Buyer and the Seller in accordance with the terms of the offer to purchase agreement and the requirements of *The Real Estate Services Act*.

Seller's Initials		
-------------------	--	--

Notes/Questions:

Remuneration to be paid to the Buyer's Brokerage only upon Completion of a Sale

3. The Seller agrees to pay remuneration to the Buyer's Brokerage on the following terms and conditions:
- (i) If a transaction results from the Buyer's Brokerage presenting to the Seller an acceptable offer to purchase, upon the completion of the transaction the Seller will pay the Buyer's Brokerage remuneration determined as _____ % of the total sale price of the Property, or a fixed amount of \$ _____, plus applicable goods and services tax.
 - (ii) The Seller authorizes the Buyer's Brokerage holding the deposit, if any, to retain and apply the deposit to pay the remuneration from it upon completion of the transaction, and further directs the Seller's solicitor to pay the unpaid balance of the remuneration owed to the Buyer's Brokerage, if any, from the sale proceeds of the Property.

Use of Information and Other Authorizations given to the Buyer's Brokerage

4. The Seller authorizes the Buyer's Brokerage:
- (i) to obtain information concerning the Property from federal, provincial, and municipal governments and agencies relating to compliance with laws, by-laws, codes and regulations;
 - (ii) to use, disclose, and retain information about the Property for any purpose relating to any real estate services provided by the Buyer's Brokerage, including:
 - (a) disclosing information obtained about the Property to a Buyer; and
 - (b) publicly advertising that the Property has been the subject of a trade in real estate through the efforts of the Buyer's Brokerage upon the completion of the transaction.
 - (iii) to place relevant information about the Property and its sale into the database of the Multiple Listing Service® whereupon the Seller consents to the Multiple Listing Service®:
 - (a) distributing the information to any persons authorized to use such service, which may include other brokerages, government departments or agencies, appraisers, municipal governments, and others; and
 - (b) compiling, retaining, and publishing any statistics including historical data relating to the sale of the Property.

General Terms

5. The Seller and the Buyer's Brokerage agree that:
- (i) this agreement may be terminated before its expiry upon either the Seller or the Buyer's Brokerage giving written notice to the other, but such termination shall not affect the Seller's obligation to pay the remuneration to the Buyer's Brokerage if a transaction results from the Buyer's Brokerage presenting to the Seller an acceptable offer to purchase;
 - (ii) no amendment to the terms of this agreement shall be effective unless it is in writing and signed by the Seller and the Buyer's Brokerage;
 - (iii) this agreement accurately sets out the terms of the relationship agreed to by the Seller and the Buyer's Brokerage;
 - (iv) the Seller has received a copy of this agreement; and
 - (v) Other: _____

(if none, state "none")

This agreement is made on _____, 20____ and will expire on _____, 20____

Signatures of the Parties

Buyer's Brokerage: _____	_____ Signature of Seller
Signature of representative of Buyer's Brokerage _____	_____ Signature of Seller

Notes/Questions:

Form Name: *Customer Status / Buyer Acknowledgement Agreement (Between the Buyer and the Seller's Brokerage)*

Purpose of Form:

This form is used when a brokerage and its representative is providing real estate services to a buyer who is not a client of the brokerage.

Form Revisions:

- Replaces the *Customer Status Acknowledgement - Buyer* form.
- A section has been added to address service agreement requirements under *The Real Estate Services Act*.
- Several formatting changes have been made.

**CUSTOMER STATUS / BUYER
ACKNOWLEDGEMENT AGREEMENT**
(Between the Buyer and the Seller's Brokerage)

Seller's Brokerage		Buyer	
Name:		Name:	
Address:		Name:	
Representative:		Address:	
Contact Details: (To be used for Notices)		Contact Details: (To be used for Notices)	

The above buyer (the "Buyer") wishes to purchase the following property:

(The "Property")

The above brokerage and its representative (the "Seller's Brokerage") represent the seller of the Property (the "Seller").

The Seller's Brokerage does not represent the Buyer.

The Seller's Brokerage has introduced, or wishes to introduce, the Property to the Buyer.

There is no Agency Representation

1. The Buyer acknowledges and agrees that:
- the Buyer has received from the Seller's Brokerage a copy of a brochure entitled *Working with a REALTOR®* published by The Manitoba Real Estate Association Inc. (the "Brochure"). The Brochure explains the different types of agency relationships and services the Buyer may wish to receive;
 - The Buyer has read the Brochure and has been given the opportunity (a) to request further information from the Seller's Brokerage about the various agency and service options available, and (b) to obtain independent advice concerning the agency and service option chosen by the Buyer as described in this agreement;
 - the Buyer is not represented by the Seller's Brokerage;
 - the Buyer understands that the Seller's Brokerage will have both an agency and fiduciary relationship with the Seller whereby the Seller may be placing their trust, confidence, and reliance in the Seller's Brokerage with respect to any offer to purchase for or trade of the Property; and
 - The Buyer understands that no such agency or fiduciary relationship exists between the Seller's Brokerage and the Buyer;

Brokerage Services to be provided to the Buyer

2. The Buyer acknowledges and agree that even though there is no agency or fiduciary relationship between the Seller's Brokerage and the Buyer, the Seller's Brokerage will provide the following real estate service to the Buyer:
- showing or making representations about the Property on behalf of the Seller;
 - negotiating the price or other terms of the sale for the Property on behalf of the Seller;
 - presenting offers to purchase the Property from the Buyer to the Seller, and any counteroffer to sell the Property from the Seller to the Buyer;
 - receiving deposit money paid in respect of the Property; and
 - holding deposit money in trust for the Seller and the Buyer in accordance with the terms of the offer to purchase agreement and the requirements of *The Real Estate Services Act*.

No Remuneration to be paid to the Seller's Brokerage

3. There is no requirement for the Buyer to pay the Seller's Brokerage any remuneration.

Buyer's Initials

Notes/Questions:

Use of Information and Other Authorizations given to the Seller's Brokerage

4. The Buyer authorizes the Seller's Brokerage:
- (i) to use, disclose, and retain information about the Property for any purpose relating to any real estate services provided by the Seller's Brokerage, including publicly advertising that the Property has been the subject of a trade in real estate through the efforts of the Seller's Brokerage upon the completion of any transaction involving the Buyer.
 - (ii) to place relevant information about the Property and its sale into the database of the Multiple Listing Service® whereupon the Buyer consents to the Multiple Listing Service®:
 - (a) distributing the information to any persons authorized to use such service, which may include other brokerages, government departments or agencies, appraisers, municipal governments, and others;
 - (b) compiling, retaining, and publishing any statistics including historical data relating to the sale of the Property.

General Terms

5. The Buyer and the Seller's Brokerage agree that:
- (i) this agreement may be terminated before its expiry upon either the Buyer or the Seller's Brokerage giving written notice to the other;
 - (ii) no amendment to the terms of this agreement shall be effective unless it is in writing and signed by the Buyer and the Seller's Brokerage;
 - (iii) this agreement accurately sets out the terms of the relationship agreed to by the Buyer and the Seller's Brokerage;
 - (iv) the Buyer has received a copy of this agreement; and
 - (v) Other: _____

(if none, state "none")

This agreement is made on _____, 20____ and will expire on _____, 20____

Signatures of the Parties

Seller's Brokerage: _____	_____ Signature of Buyer
_____ Signature of representative of Seller's Brokerage	_____ Signature of Buyer

Notes/Questions:

Form Revisions – New Forms

Form Name: *Buyer's Request for Extension of Time to Fulfill Conditions and/or Change in Possession Date*

Purpose of Form:

This form is used when a buyer requests an extension of the time to fulfill any condition, to change the possession date, or to make any other change to the contract. If the seller doesn't agree to the request, the terms of the contract remain unchanged.

Form Revisions:

- This form replaces and combines two forms - the *Notice of Extension of Time for Financing* and the *Notice of Extension of Time for Sale*.
- The witness requirement has been removed.
- Several formatting changes have been made.

BUYER'S REQUEST FOR EXTENSION OF TIME TO FULFILL CONDITIONS AND/OR CHANGE IN POSSESSION DATE

To:		
	(Name of Seller)	
From:		
	(Name of Buyer)	
Address of Property:		
Date of Offer to Purchase Agreement:		
The Buyer requests that the Seller extend the date and time for the fulfillment of the following conditions:		
1. Condition regarding		
	be extended to _____ a.m./p.m. on _____, 20 ____.	
2. Condition regarding		
	be extended to _____ a.m./p.m. on _____, 20 ____.	
3. Other		
The Buyer requests that the Seller agree to change the Possession Date to: _____, 20 ____.		
All other terms and conditions contained in the Offer to Purchase Agreement are to remain unchanged.		
Date and Buyer's Signature		
Date	_____, 20 ____.	
	Signature of Buyer	Signature of Buyer
Agreement, Date and Seller's Signature		
The Seller agrees to this request.		
Date	_____, 20 ____.	
	Signature of Seller	Signature of Seller

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September 2023

Notes/Questions:

Form Name: *Notice of Buyer's Conditions Not Fulfilled Nor Waived*

Purpose of Form:

This form is used by a buyer to notify a seller that:

- (a) a condition inserted for the benefit of a buyer has not been fulfilled nor waived;
- (b) the contract is terminated, and;
- (c) any deposit held by the seller's brokerage is to be released in accordance with the contract. Although the contract states that the deposit is to be returned to the buyer, this form enables the listing brokerage to obtain the seller's written acknowledgement of having received the notice, and for the release of the deposit.

Form Revisions:

- This form replaces the *Notice of Conditions Not Satisfied* form as well as the *Notice of Termination of Deposit Release* form.
- A space is provided for the listing brokerage to obtain the seller's acknowledgement.
- Several formatting changes have been made.

NOTICE OF BUYER'S CONDITIONS NOT FULFILLED NOR WAIVED

To:	
	(Name of Seller)
From:	
	(Name of Buyer)
Address of Property:	
Date of Offer to Purchase Agreement:	
Notice is given that the following conditions have <u>not</u> been fulfilled <u>nor</u> waived:	
The Offer to Purchase Agreement is terminated. Any deposit held by the Seller's brokerage is to be released in accordance with the Offer to Purchase Agreement.	

Date and Signature

Date _____, 20_____.	
Signature of Buyer	Signature of Buyer

Signature of Seller indicating acknowledgement

Signature of Seller indicating acknowledgement

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November 2023

Notes/Questions:

Form Name: *Notice of Seller's Conditions Fulfilled or Waived*

Purpose of Form:

This form is used by a seller to give notice that a condition has been fulfilled or waived (previous terminology used was "satisfied" instead of "fulfilled"). It is now a combined form to be used in giving notice of either the fulfilment or the waiver of a condition.

Form Revisions:

- This form replaces two previous forms; the *Notice of Waiver of Condition* and *Notice of Conditions Satisfied* by combining them into one form.
- A checkbox is provided to be used depending on whether the condition has been fulfilled (satisfied) or is being waived (removed).
- The witness requirement has been removed.
- Several formatting changes have been made.

NOTICE OF SELLER'S CONDITIONS FULFILLED OR WAIVED

To:	
	(Name of Buyer)
From:	
	(Name of Seller)
Address of Property:	
Date of Offer to Purchase Agreement:	
☐ Notice is given that the following conditions have been fulfilled:	
☐ Notice is given that the following conditions have been waived:	

Date and Signature

Date _____, 20____.
Signature of Seller
Signature of Seller

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September 2023

Notes/Questions:

Form Name: *Notice of Seller's Conditions Not Fulfilled Nor Waived*

Purpose of Form:

This form is used by a seller to notify a buyer that:

- (a) a condition inserted for the benefit of a seller has not been fulfilled nor waived;
- (b) the contract is terminated, and;
- (c) any deposit held by the seller's brokerage is to be released in accordance with the contract.

Unlike the buyer's form (when a buyer is giving notice that a condition has not been met) there is no space provided in this form for the buyer to acknowledge having received the notice or that the deposit is to be returned.

Form Revisions:

This form is new.

NOTICE OF SELLER'S CONDITIONS NOT FULFILLED NOR WAIVED

To:	
	(Name of Buyer)
From:	
	(Name of Seller)
Address of Property:	
Date of Offer to Purchase Agreement:	
Notice is given that the following conditions have <u>not</u> been fulfilled <u>nor</u> waived:	
The Offer to Purchase Agreement is terminated. Any deposit held by the Seller's brokerage is to be released in accordance with the Offer to Purchase Agreement.	
Date and Signature	
Date _____, 20_____.	
Signature of Seller	Signature of Seller

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November 2023

Notes/Questions:

Form Name: *Seller's Request for Extension of Time to Fulfill Conditions and/or Change in Possession Date*

Purpose of Form:

This form is used when a seller requests an extension of the time to fulfill any condition, to change the possession date, or to make any other change to the contract. If the buyer doesn't agree to the request, the terms of the contract remain unchanged.

Form Revision:

This form is new.

SELLER'S REQUEST FOR EXTENSION OF TIME TO FULFILL CONDITIONS AND/OR CHANGE IN POSSESSION DATE

To:		
	(Name of Buyer)	
From:		
	(Name of Seller)	
Address of Property:		
Date of Offer to Purchase Agreement:		
The Seller requests that the Buyer extend the date and time for the fulfillment of the following conditions:		
1. Condition regarding		
	be extended to _____ a.m./p.m. on _____, 20 _____.	
2. Condition regarding		
	be extended to _____ a.m./p.m. on _____, 20 _____.	
3. Other		
The Seller requests that the Buyer agree to change the Possession Date to: _____, 20 _____.		
All other terms and conditions contained in the Offer to Purchase Agreement are to remain unchanged.		
Date and Seller's Signature		
Date	_____, 20 _____.	
Signature of Seller	Signature of Seller	
Agreement, Date and Buyer's Signature		
The Buyer agrees to this request.		
Date	_____, 20 _____.	
Signature of Buyer	Signature of Buyer	

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September 2023

Notes/Questions:

Form Name: Notice of Cancellation of Agreement of Purchase and Sale of Condominium Unit

Purpose of Form:

This form is used when a buyer wishes to cancel their agreement to purchase a condominium unit during any period allowed for such cancellation (such as during the cooling-off period or because of a material change).

Form Revision:

This form is new.

NOTICE OF CANCELLATION OF AGREEMENT OF PURCHASE AND SALE OF CONDOMINIUM UNIT

To:	(Name of Seller)
And To:	(Name of Seller's Brokerage)
From:	(Name of Buyer)
Address of Condominium Unit:	
Date of Agreement of Purchase and Sale:	

Notice is given of the cancellation of the agreement of purchase and sale.

I am the person authorized under section 54* of *The Condominium Act* to exercise this right to cancel the agreement during the cooling-off period.

Any disclosure documents received will be returned without delay.

Any deposit held is to be returned in accordance with section 56* of *The Condominium Act*.

Date and Signature

Date _____, 20_____.	Signature of Authorized Buyer: _____
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How to cancel

54(5) To cancel an agreement of purchase and sale under this section, the buyer must do one of the following within the period allowed for cancelling the agreement:

- (a) give in person to the seller or the seller's authorized representative a written notice of the cancellation;
- (b) send a written notice of the cancellation by registered mail, e-mail or fax — or any other method that provides proof of the date and time it was sent — to the address or fax number given by the seller or the seller's authorized representative to the buyer for this purpose.

Refund after cancellation

56(1) Subject to any court order made under section 55, if an agreement of purchase and sale is cancelled under section 54, the seller or the seller's authorized representative, as the case may be, must refund to the buyer all amounts paid by the buyer under that agreement, together with the interest, if any, earned on those amounts.

Time for payment

58(2) All amounts payable to a buyer under this section must be paid

- (a) within 10 days after the seller receives the cancellation notice; or
- (b) if the seller applies to the court for an order under section 55, within 10 days after the court makes an order under that section.

Record of Delivery - Brokerage Office Use Only:

A copy of this notice of cancellation was given to the Seller or the Seller's authorized representative on _____, 20_____.

Details of Delivery: _____

Signature: _____
(Signed by the registrant representing the Buyer's Brokerage)

Notes/Questions:

Personal Real Estate Corporations and CREA WEBForms®

When *The Real Estate Services Act* was enacted on January 1, 2022, it permitted registrants to incorporate and perform real estate services through a registered personal real estate corporation (PREC).

Unlike other jurisdictions in Canada wherein registrants are often allowed to display an abbreviated PREC name or a shortened form of the PREC name with an asterisk, The Manitoba Securities Commission requires that registrants in Manitoba providing services through a PREC display their fully spelled out registered name on industry forms and in their marketing materials.

For example, a registrant named John David Donald Smith-Jones who has incorporated and registered a PREC is required to display the following name: **John David Donald Smith-Jones Personal Real Estate Corporation**. This particular corporation name with spaces is 62 characters in length.

It was brought to our attention that the CREA WEBForms® system was defaulting to auto-populating abbreviated names on forms, a format that is often allowed in other jurisdictions, rather than autogenerating names in full as is required in Manitoba. MREA worked with CREA to ensure that this issue was resolved in a timely manner.

Further, we completed an internal audit of all MREA forms to ensure sufficient space is provided for PREC names.

A secondary audit was completed on CREA WEBForms® relating to digital text boxes to ensure that sufficient space was available for registrants' use. MREA completed testing on all its forms and identified the forms which required lengthier digital text boxes, something CREA's web team addressed promptly.

Change Your Default CREA WEBForms® Font Style and Size

Although text box sizes were increased, MREA members using CREA WEBForms® may be required to further adjust their font style and size to accommodate longer PREC names.

Steps to revise font styles and sizes are as follows:

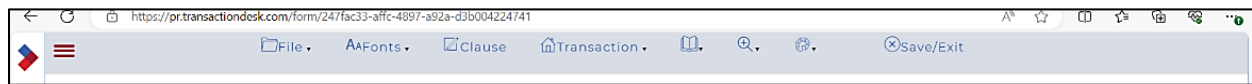
1. Access the CREA WEBForms® Member Dashboard
2. Click on the profile icon on the right-hand side of screen  to access **Settings**.
3. **Program Settings → Form Settings.**
Here you will be able to change the default font style and size.
4. Confirm your new default settings by pressing the blue **Update** button.

Manually Revise Your CREA WEBForms® Font Style and Size

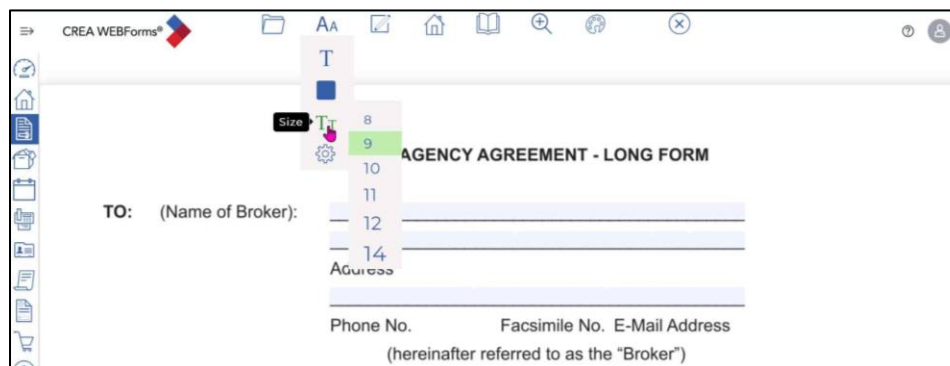
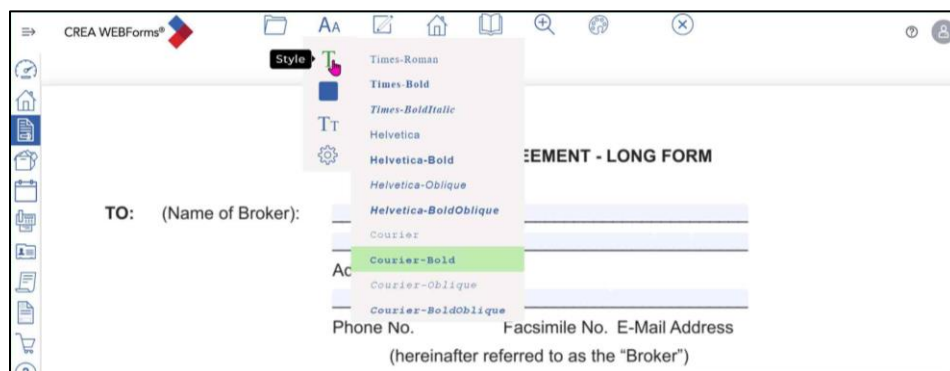
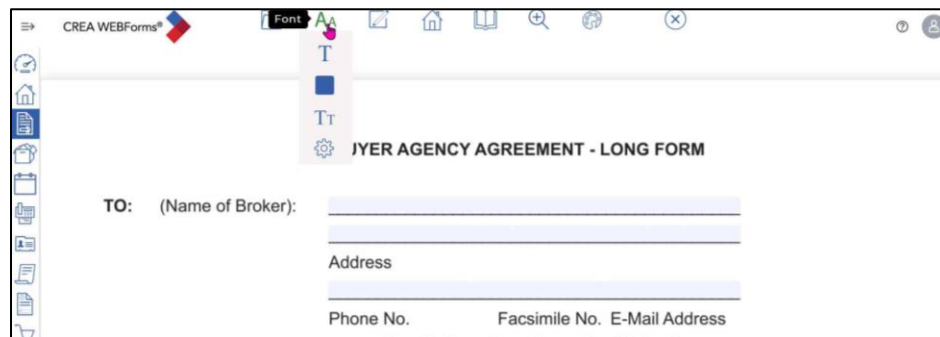
On some occasions, registrants may also want to manually adjust the font directly on the form being utilized. Fonts can be changed in each form as required by following these simple steps:

1. Open your preferred form.

2. Access the specific text box requiring text adjustment. Clicking on the field will generate a ribbon on the top of the screen.



3. Access the drop-down selections of the AaFonts options.
4. Here you may manually select your preferred font style and select your font size.



The MREA forms which have been revised to accommodate personal real estate corporation names are as follows:

- Buyer Agency Agreement - Long Form
- Buyer Agency Agreement - Short Form
- Manitoba Real Estate Association Buyer's Checklist and Acknowledgement of Advice

- *The Manitoba Real Estate Association Exclusive Listing Contract*
- *MLS® Real Estate Listing Contract*
- *Listing Withdrawal Contract*
- *Revocation of Listing Withdrawal Contract*
- *"Net of Commission" Declaration*
- *Appendix A to Residential Form of Offer to Purchase Property Disclosure Statement*
- *Direction of Seller Regarding Showings/Offers*
- *Schedule _____ General Purpose Offer to Purchase Schedule*
- *Schedule _____ General Purpose Offer to Purchase Schedule Amendment*
- *Condominium Unit Form of Offer to Purchase*
- *Residential Form of Offer to Purchase*
- *Revival of Offer to Purchase*
- *Offer to Purchase Real Estate – Commercial*
- *The Manitoba Real Estate Association - Offer to Purchase (To be used in the purchase of property other than SINGLE-FAMILY RESIDENTIAL HOUSES OR UNITS)*
- *MANITOBA REAL ESTATE ASSOCIATION Schedule to be attached to Residential Offer to Purchase HOME TO BE CONSTRUCTED*
- *MANITOBA REAL ESTATE ASSOCIATION Schedule to be attached to Residential Offer to Purchase SUBSTANTIALLY COMPLETED HOME*

Questions About These Forms?

The forms committee continues to review and revise forms. As new or updated forms become available, similar notices and guidance regarding updated forms will be circulated.

If you experience any issues with MREA-developed real estate industry forms, please do not hesitate to reach out to MREA's Manager of Professional Standards, Angela Woodward, by email at awoodward@mrea.mb.ca or by phone at 204.772.0405 or toll-free at 1.800.267.6019.