Standard Clauses

Standard clauses are an important part of creating consistent, compliant, and professional offers. This section provides agents with access to commonly used clauses that have been developed to help guide the offer-writing process and support a minimum standard of brokerage compliance.

These clauses are intended to help agents address common situations, reduce the risk of missing key terms, and create clearer expectations between buyers, sellers, and cooperating parties. When used properly, they can help protect the client, strengthen the agreement, and reduce misunderstandings after an offer has been accepted.

Agents should always review each clause carefully before including it in an offer. A standard clause is not a substitute for professional judgment, client-specific advice, or legal guidance when required. Every transaction is different, and agents are responsible for ensuring that any clause used is appropriate for the property, the client's instructions, and the circumstances of the deal.

This section is designed to be a practical reference point when preparing offers, helping agents work more confidently while maintaining the brokerage's expected standard of care, documentation, and compliance.

Standard clauses in real estate transactions

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The Buyer agrees to pay the balance of the Purchase Price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new first Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than ___________ p.m. on ___________, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer’s own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer’s sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than _____ p.m. on the _____ day of __________, 20_____, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer’s sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Seller agrees to provide, at the Seller’s own expense, not later than _____ p.m. on the _____ day of __________, 20_____, an existing survey of said property as in Seller's possession, if available.

In addition to appraisals by financial institutions, inspections by insurance companies, and home inspections to facilitate this transaction, the Buyer shall have the right to view the property (once all conditions have been removed from this Agreement) on ______ occasion(s) prior to completion, for the purpose of measuring and obtaining quotations, upon giving 24 hours notice to the Seller. The Seller agrees to provide access to the property to accommodate the visit(s).

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

The Seller agrees to remove all personal belongings and chattels (not included in this Agreement) and debris from in and around subject property on or before closing, and to leave property in clean and broom-swept condition.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller’s knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

The Seller warrants and represents that, to the best of the Seller’s knowledge and belief, there exists no detrimental physical or psychological condition affecting the property that might negatively affect the value of the property, or influence the Buyer’s decision to proceed with the completion of this Agreement of Purchase and Sale. This warranty shall survive the closing of this transaction, but shall apply only to circumstances existing at or before the closing date.

For the Purpose of this Agreement, the terms “banking”, “business” or “working” days shall mean any day other than a Saturday, Sunday or Statutory Holiday in Toronto, Ontario, Canada.

Notwithstanding that the Seller has the right pursuant to the Trust in Real Estate Services Act, 2002 to disclose the details and content of this offer, the Buyer and Seller agree that if the Seller discloses the whole or any part of the details or content of this offer prior to acceptance then this offer shall forthwith upon such disclosure be revoked and become null and void and any deposit shall be returned to the Buyer in full without deduction.

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