

My Duties & Responsibilities to YOU as my Client

I will...

- Work on your behalf
- Disclose all pertinent facts that may or may not affect you
- Find the proper answer from another source, if required information is beyond my competence and knowledge
- Obey you within the law
- Research qualified property to assist you in locating the right property
- Advise you on matters that may protect your interest (i.e. neighborhood, influences, patent defects, stigmatized property, grow house disclosure, etc.)
- Advise you on the need for obtaining the assistance of experts and professionals (i.e. home inspectors, lawyers, etc.)
- Assist you in evaluating the market to help determine a negotiating position and provide you with facts that may influence decisions
- Maintain the confidentiality of all personal information unless otherwise instructed to disclose (i.e. money, motivation and agreements)
- Use my knowledge and skills to protect your interests
- Provide you with sample forms that will be used in the buying process and explain them to you in plain language. Find plain language forms in my Home Buyers Toolkit
- Advise you in the drafting of the Agreement of Purchase of Sale on properties that you decide to make offers. Including all terms and conditions that protect your interests but always in accordance with your final instructions
- Negotiate on your behalf with the Seller through their Sales Representative, (see: My Commitment to you as my Client)
- Provide further assistance in the completion of the transaction after the Agreement to Purchase has been completed
 - i. Priority notification to property 3-4 days before it hits MLS.ca
 - ii. Access to all deals, bargains, bank foreclosures, power of sales, and distress sales

Negotiating Offers for YOU...

My Commitment to YOU as my Client

- I will keep all personal information confidential unless instructed otherwise (i.e. you may pay more for the property than the initial offer)
- You and I, the other Salesperson representing the Seller and the Seller, will be the only other person knowing the terms of your written offer
- I will attempt to personally attend the Offer presentation with the Seller's Salesperson and the Seller to negotiate on your behalf
- If I cannot present your offer personally and it is practical I will deliver the Offers to the listing representative not fax it.
- I will only fax the Offer if I am advised by the Seller's Salesperson that the Seller wishes me not to be present. If I must fax the Offer, it will be faxed as close to the time the Offer is being presented to the Seller.
- I will give you advice on any Counter Offers that may occur
- I must advise you if multiple offers occur. The Seller will be dealing with all Offers and not on an individual bases, therefore you may only have one opportunity to present your best Offer (if multiple offers occur)
- According to REBBA 2002 Code of Ethics you are to be advised of the number of Offers being presented. At the time we will have the following options available:
 - i. Refine the terms of the Offer (i.e. remove conditions, shorten the irrevocable date)
 - ii. Withdraw the Offer
 - iii. Increase the Offering price
 - iv. Make no changes to the original Offer

Remember!

“Every seller wants to see offers, but not every offer is what a Seller wants to see” ...

Experience is a crucial factor when it come to Negotiations.

How would YOU like to be *REPRESENTED*

If a Buyer is a Client (Under Contract)	If a Buyer is a Customer (No Contract)
Buyer Needs Assessment	
Pay full attention to the buyers' needs	Maintain loyalty to the sellers needs
Tell the buyer all that you learn about the sellers	Tell the seller all that you've learned about the buyers
Keep information about the buyer confidential	Keep information about the seller confidential
Focus on expanding the range of choices to satisfy buyers needs	Focus on the seller clients property
Property Selection	
Find the best property for the buyer	Get the best offer for the seller
Promote the buyers' search	Limit properties to listed properties only
First priority to view brand new listings	View new listings after buyer clients (scraps)
Make all properties available (FSBO, homes NOT listed for sale); the sale price is negotiable	Show only properties listed within the buyers affordability
Negotiating the Contract	
Give advice with facts	Disclose only material facts (information that anybody can get publicly)
Negotiate on behalf of the buyer-client	Negotiate on behalf of the seller –client
Share all information about the seller	Share all information about the buyer
Provide price counseling	Volunteer a CMA (comparative market analysis) only if it supports the sellers list price
Negotiate approved purchase contract to safeguard the buyer-client	Negotiate approved purchase contract protective clauses to safeguard the seller-client
Suggest financing alternatives that may be in the buyers interest	Suggest buyer financing that benefits the sellers interest
Continue services to buyer client during negotiations	Continue services to seller-client during negotiations
Follow-Through After the Purchase Contract	
Attempt to solve problems to the buyer-clients' advantage and satisfaction	Attempt to solve problems to the seller-clients' advantage and satisfaction

**Information provided for the Accredited Buyers Representative Designation Course, a Program by the Real Estate Buyer's Agent Council Inc. of the National Association of Realtors® and The Canadian Association of Realtors®*

Definitions

Agency

The fiduciary relationship between two parties

Brokerage

Is the Real Estate Company

Broker of Record

The Broker who is registered and responsible for the operation of the Brokerage under REBBA 2002 but not necessarily the owner; this person is responsible for all Sales Representatives registered with the Brokerage

Buyer Representation

A written or oral agreement between a Brokerage and a Buyer in which they are represented as a Client

Client

The person to whom you represent and give advice to

Consensual Agency

Established when an oral, written or implied relationship is established between a Brokerage and a Buyer or a Seller

Customer

The person to whom you give information but do not represent; they must be treated fairly and ethically

Multiple Representation

When two Clients (Buyers, Sellers or both) enter into the same transaction with the same Brokerage, therefore, the Brokerage must be impartial and equally protect the interest of both

Multiple Representation with Limited Condition

When two Clients (Buyers, Sellers or both) enter into the same transaction with the same Brokerage, but the information they receive is limited. In the majority of cases, limited information is money, motivation and the terms of the agreements.

Sub-Agency

An agency relationship empowering the Co-operating Brokerage to work on behalf of another Brokerage, thus treating the Buyer as a Customer and working on behalf of the Seller as a Client

Seller Representation

A written or oral agreement between a Brokerage and a Seller in which they are represented as a Client

RECO Code of Ethics

The rules that Registrants agree to abide by under regulations embodied in REBBA 2002

Written Agency

Established by written Agreements between the Brokerage and the Buyer or Seller

The **4** D's of Agency Disclosure

Despite the complexities of Agency relationships, the entire topic can be brought into perspective with four simple steps:

DECIDE

DECIDE what type of relationship YOU wish to have with you and me and my Brokerage

DISCLOSURE

Ensure that disclosure and the nature of your relationship is explained to YOU as early as practically possible

DOCUMENT

Have all of the decisions in writing and have a proper paper trail

D^o

Everyone has to do what they said they would DO

These four D's follow the principles associated in REBBA 2002

Refer to Step 5: "Review Agency and the Different Forms of Agency" in the Home Buyer Toolkit.