

**APPENDIX A TO RESIDENTIAL FORM OF OFFER TO PURCHASE**

**PROPERTY DISCLOSURE STATEMENT**

Date of statement: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Name(s) of Seller(s) making this Statement: \_\_\_\_\_

Name(s) of Buyer(s) to receive this Statement: \_\_\_\_\_

**Important Notes:**

This is the Statement referred to in paragraph 7 of the Offer. It is based on the Seller's actual knowledge and the accuracy of his or her recollection. While the Seller is required to give true and accurate responses based on his or her knowledge, the responses do not constitute warranties as to the actual condition of the property.

The following table is to be completed by the Seller. "You" means the Seller.

Instruction to Seller: If answering "yes" to any question, provide an explanation in the space provided after item 19 (or on a separate schedule to this form)		YES	NO	DOES NOT APPLY
1	How long have you owned and occupied the property? Ownership: _____ years      Occupancy: _____ years			
2	Are you aware if the property, or any part of it, currently does not comply with municipal or other regulatory requirements (such as zoning, health, occupancy or environmental by-laws or regulations, building or fire codes, or other protection-related codes, by-laws or regulations)?			
3	Are you aware of any additions or alterations to the buildings or improvements on the property that were made while you owned the property and were made without the required building, electrical or other permit, or without obtaining a final inspection from the regulatory authority?			
4	Are you aware of any local improvements that were made or approved by the local municipality within the last 12 months and affect the property (including any improvements that are not yet reflected in the most recent property tax bill)?			
5	Are you aware if the property, or any part of it, has ever been used to grow marijuana or to grow or manufacture any other illegal drug?			
6	Are you aware of any cracking, shifting or movement of the structure of any building or improvements on the property, including the foundation walls and basement floor, that is not readily visible?			
7	Are you aware if there has ever been any flooding or seepage affecting any portion of the property (that is, into the house or garage or into a low-lying area of the yard) from any cause or source such as rainwater, snow melt, sewage backup or other source?			
8	Are you aware if there has ever been any seepage or infiltration into the basement, from the walls, floor, roof or windows, of any building or improvement on the property?			

Instruction to Seller: If answering "yes" to any question, provide an explanation in the space provided after item 19 (or on a separate schedule to this form)	YES	NO	DOES NOT APPLY	
9	Are you aware of any unrepaired or incompletely repaired damage to any building or improvements on the property resulting from wind, fire, water, moisture, insects or rodents?			
10	Are you aware of any insect or rodent infestation affecting the property?			
11	<p><i>This item does not apply if the property is connected to a municipal sewage system.</i> Are you aware of</p> <ul style="list-style-type: none"> <li>• any problem or deficiency with any septic tank, septic field, holding tank, pump or ejection system associated with the property's sewage system, or</li> <li>• any failure of the property's sewage system or any component of it to comply with municipal or provincial regulations?</li> </ul>			
12	<p><i>This item does not apply if the property is connected to a municipal water utility service.</i> Are you aware of any problem with the quality, quantity, odour, water pressure or condition of the potable water source or the mechanical or electrical equipment for the water supply?</p>			
13	Are you aware of any existing defect or deficiency in the heating, electrical or plumbing equipment or associated systems?			
14	<p><i>This item only applies if any of the following items are included in the sale of the property.</i> Are you aware of any existing defect or deficiency associated with any of the following: sauna, hot tub, satellite dish and related equipment, garage door including automatic openers and equipment, garburator, appliances (refrigerator, stove, freezer, washer, dryer), hot water tank, water softener, lawn sprinkler system, air-conditioning, burglar alarm, central vacuum, central humidifier, air purification system, intercom or any other chattel or fixture?</p>			
15	Are you aware if any building on the property contains – or do you have any reasons to believe that it once contained – asbestos insulation, zonalite/vermiculite insulation, radon gas, lead plumbing, aluminum wiring or mould?			
16	<p><i>This item only applies if the property includes a fireplace or woodstove.</i> Are you aware of</p> <ul style="list-style-type: none"> <li>• any existing defect or deficiency relating to the fireplace or woodstove or related equipment, including any failure of it to comply with any applicable building or fire code requirement, or</li> <li>• any difficulty in obtaining fire insurance because of the fireplace or woodstove?</li> </ul> <p><b>Warning to Buyer:</b> Although the Seller may be able to operate the existing wood burning equipment under his or her insurance policy, the Buyer's insurer might require expensive upgrades to the equipment before insuring the Property or might require substantially higher insurance rates than those payable by the Seller.</p>			
17	Are you aware of any roof leakage that occurred while you owned the property, or of any existing unrepaired or incompletely repaired damage to the roof or shingles?			
18	<p>Are you aware of any existing defect or deficiency associated with the property that</p> <ul style="list-style-type: none"> <li>• has not been disclosed in response to questions 2 to 17;</li> <li>• is not readily visible; and</li> <li>• is structural in nature or may be, or lead to, a health or safety concern?</li> </ul>			
19	<p>During your ownership of the property</p> <ul style="list-style-type: none"> <li>• has an insurer cancelled fire insurance on the property; or</li> <li>• has an insurer, to your knowledge, refused to issue or renew a policy of insurance on the property?</li> </ul>			



	<b>Explanations:</b> (Provide a complete and accurate explanation for each question to which you answered "YES". Attach a separate or additional schedule if space is not sufficient.)

**Acknowledgement and agreement by Seller**

The Seller (each Seller, if there is more than one) acknowledges and agrees that

- he or she has completed this form to the best of his or her knowledge as of the date of this Statement;
- the Buyer is relying on the representations made in this Statement; and
- if, between the date of this Statement and the closing of the transaction, the Seller becomes aware of circumstances that change the accuracy or completeness of any statement made in this form, the Seller will provide details of those changes to the Buyer, in writing, before the closing of the transaction.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

**Acknowledgement by Buyer**

The Buyer (each Buyer, if there is more than one) acknowledges that he or she

(a) received this Statement before signing the Offer to Purchase.

OR

(b) received this Statement after signing the Offer to Purchase, and is satisfied with the Statement.

*(Strike out (a) or (b), whichever does not apply.)*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

