



BCrea
Standard Forms

CONTRACTS, STANDARD FORMS AND COVID-19

Frequently Asked Questions



While BC is in the second wave, COVID-19 continues to be a risk and have a significant impact on people's lives. REALTORS® may also be left with questions about how to deal with certain areas of their practice.

On November 7, the Provincial Health Officer issued a temporary [order limiting social interactions in the Lower Mainland and the Fraser Valley](#).

While this order does not restrict rental and home sale viewings, BCREA would like to remind REALTORS® to continue to use virtual tools whenever possible to show and view properties, and to follow the [safer showings guidelines](#) and [WorkSafeBC protocols](#).

In alignment with new orders from the Provincial Health Officer BCREA has updated its [Safe Return to Work Checklist for Managing Brokers](#).

BCREA seeks to support you in these unprecedented times. We have created a resource to provide guidance when you are assisting clients with Standard Forms and transaction-related issues.

This FAQ document addresses common questions Realtors might have about how to deal with transactions affected by COVID-19.

BCREA will continue to monitor the situation as it evolves and will provide updates to these resource as more information becomes available.

When determining how best to advise on a particular situation, Realtors should remember that the terms of the contract will govern the relationship between parties and the facts unique to their circumstances. We recommend that Realtors work with their managing broker and seek legal advice where appropriate.

BCREA reminds managing brokers and Realtors that they should proactively monitor all recommendations & orders of the health authorities and regional, provincial and federal governments, and WorkSafeBC in implementing the appropriate precautions and practices to help keep themselves, their co-workers, their clients and the public safe and healthy. A list of these and other resources, including links to their websites, can be found at the end of this document.

DISCLAIMER: The FAQ's are intended to provide real estate boards and Realtors with support and general information about Standard Forms and real estate related issues pertaining to COVID-19. They are for informational purposes only and are not to be distributed. This document is not intended to provide legal or professional advice. We recommend advising clients to seek legal advice, where appropriate.

RISK CONSIDERATIONS AND MITIGATION		
1.	What are some risk issues related to COVID-19 that might impact real estate transactions?	<p>There are a number of health and transactional risks that could arise throughout the course of a real estate transaction, including:</p> <ul style="list-style-type: none"> • contact throughout the course of a transaction could increase exposure of Realtors, clients, brokerage staff, and members of the public (including at open houses and showings); • public health orders, either provincially or regionally that may restrict the ability to transact real estate; and • quarantines and isolations could lead to one or more parties being delayed or unable to carry out a contractual obligation. <p>Realtors should review and monitor health authorities' orders & recommendations and determine how their practices need to be altered in order to implement these recommendations. Realtors should also determine what COVID-19 policies and contingency plans are being implemented by others in their networks (ie. appraisers, inspectors, mortgage brokers, insurance brokers, their brokerage, other Realtors, lawyers/notaries, etc.) in order to prepare appropriate contingency plans for themselves and their clients/consumers.</p> <p>From a transactional standpoint, Realtors are reminded that agreements entered into between buyers and sellers or tenants and landlords on BCREA Standard Forms include provisions that time is of the essence. This means that a missed deadline could be strictly enforced and result in the other party taking steps to terminate the agreement and/or seek damages.</p> <p>Realtors and parties to contracts should be aware that each transaction will have unique issues that should be addressed on a case by case basis. Parties should be advised to seek legal advice early in order to respond and address these issues if and when they arise.</p>
2.	Is there a clause I should consider adding to a contract to protect either	<p>Each particular transaction has unique elements that affect the parties differently. Accordingly, there is no "one size fits all" clause that can be inserted into contracts to address issues that arise in connection with COVID-19 in a real estate transaction.</p>

	<p>my clients on potential implications of COVID 19 on the completion of contract?</p>	<p>While some Realtors have created generic clauses that can be put into their contracts, the effect of these clauses may not be desired in all scenarios. BCREA recommends that Realtors advise their clients to obtain legal advice on drafting or reviewing such clauses, and on how best to proceed in their particular situation.</p>
<p>LOGISTICAL ISSUES / CONSIDERATIONS</p>		
<p>3.</p>	<p>A buyer or a seller are party to a Contract of Purchase and Sale that is either unconditional or all conditions have been waived or satisfied. Can one or both parties terminate the contract and be released from their obligations under the contract as a result of COVID-19?</p>	<p>Unless a contract contains a specific clause to provide for termination or relief from obligations as a result of COVID-19, and subject to possible arguments about frustration of contract (discussed further below), the terms of the contract will continue and the parties must both complete their respective obligations..</p> <p>Parties who mutually agree may amend their original contract to terminate it, change their obligations or change relevant dates; however, if both parties do not agree, then one party's failure to carry out their obligations would be a breach of the contract.</p> <p>Realtors should remind their clients that negotiating an amendment to the contract may reopen the contract. Reopening the contract would allow the other party to request changes too. The other party may request changes that do not relate to COVID-19 and that may not be favourable to your client. In addition, it may provide the other party the opportunity to get out of the contract, which may not be in the interest of your client.</p> <p>It may be possible for your discussions regarding possible amendments to the contract to take place between the parties' legal counsel without causing the contract to be "re-opened".</p> <p>Realtors should monitor their clients' transactions and communicate with them in advance of relevant dates for them to meet their obligations. This will help to ensure parties have adequate time to make decisions.</p> <p>Realtors should seek guidance from their managing brokers early on in the transaction to address situations of this nature and should recommend to their clients to seek legal advice.</p>

4.	<p>The buyer and the seller entered into a Contract of Purchase and Sale for a property that is subject to the buyer being satisfied with the results of their due diligence. During the due diligence period the buyer has been required to self isolate, or quarantine. How does this impact their offer and the due diligence process?</p>	<p>The signed contract will continue in accordance with its original terms and conditions, including the subject removal dates contained therein. The buyer will need to arrange to carry out their due diligence from quarantine.</p> <p>The buyer may be able to engage third parties to carry out inspections and reviews on their behalf and/or review due diligence materials electronically without attending to the property.</p> <p>The buyer could also request an extension of the subject removal dates; however, the seller would not be required to grant an extension. Further, amending the agreement would allow the seller to also request changes that the buyer may not want. If the parties do not mutually agree to amend the contract and the buyer fails to complete, it could lead to the buyer's deposit being put at risk and a possibility of damages to be paid. Alternatively, it may result in the seller terminating the contract, which may not be the intent of the buyer.</p> <p>Given the quarantine time, Realtors may want to take a pro-active approach in discussing with buyers and sellers the consideration of:</p> <ul style="list-style-type: none"> • Adding a provision for access to the property to complete the due diligence with reasonable notice; • Discussing the type of due diligence, who will be conducting it, who will be attending, what precautions will be taken, what is involved, and ensuring all parties are in agreement on the same; • Longer due diligence periods, in excess of 14 days, (with 14 days being the quarantine period); • Arranging for due diligence as soon as the offer is accepted; and • Contingency plans of all parties that would be involved in the real estate transaction. <p>Realtors should seek guidance from their managing brokers to address situations of this nature and should advise their clients to seek legal advice if appropriate.</p>
5.	<p>My seller has an unconditional sale of their property, closing in 3 business days. The buyer,</p>	<p>Realtors should advise their clients to seek legal advice in order to ensure the issue can be considered with as much time as possible. Legal counsel will be able to provide specific advice on the status of the deposit and the transaction in such circumstances.</p>

	<p>their Realtor or their lawyer has been quarantined and it appears that closing may not be able to occur as scheduled. What are the impacts to the completion of the sale? What should I recommend to the seller?</p>	<p>In very limited circumstances where a party's performance of the contract has been rendered truly impossible (and not merely more difficult or more costly) by unforeseeable circumstances out of their control, the contract might be deemed "frustrated". This would mean that the parties would have no further obligations under the contract. However, the threshold for frustration of contract is very high and fact-specific and will not apply in all situations.</p> <p>Remember that the delay of one transaction may have effects on the parties' other closings.</p> <p>To help minimize the impact and risk of deals not completing, Realtors may want to take a pro-active approach in discussing with buyers and sellers the consideration of:</p> <ul style="list-style-type: none"> • Arranging for completion paperwork to be prepared and signed after the sale has become unconditional; and • Contingency plans of all parties. <p>Realtors should seek guidance from their managing brokers to address situations of this nature.</p> <p>Question 6 deals with the potential to take affidavits remotely, while this may not work in all applications, it may be a possibility to explore where clients and or lawyers are in quarantine.</p>
6.	<p>My client is in quarantine, can they complete a purchase of real estate? What role can I play and what recommendations can I give to help them complete knowing that I'm not normally involved in closing?</p>	<p>As of March 31, 2020, and until further notice, BC lawyers and notaries who represent the parties to a property transaction can temporarily remotely take affidavits for use in land title applications, that is they can do so by video. The full directive from the Land Title and Survey Authority (LTSA) is available here.</p> <p>Because video affidavits may not work in all situations, witnessing documents or taking affidavits can – of course- still be done in person.</p> <p>The previous accommodation for social distancing by the LTSA will apply for in person signings. They allow the witness and the party to the transaction to sign identical copies of</p>

		<p>the same document at the same time so they can avoid having to handle the same physical pages.</p> <p>Note that even with the LTSA's notice temporarily allowing for affidavits for use in land title applications to be taken remotely, there may still be other documents that your client needs to sign in person with their lawyer or notary. The client should communicate with their lawyer/notary as soon as possible to determine if that is the case and whether arrangements can be made and how these processes work to sign documents while they are in quarantine.</p> <p>Alternatively, with advance notice and direction to the buyer's lawyer/notary the completion documents can be prepared and signed in advance of the transactions. Provisions would need to be discussed for the seller to sign the documents promptly as well.</p> <p>The buyer should be advised to seek legal advice to determine whether steps should be taken by the client to amend the completion date or on any transactional issues.</p> <p>The Land Title and Survey Authority verbally confirmed its intention to allow remote witnessing as long as public health advises physical distancing.</p> <p>Read the LTSA announcement that temporary practices measures are in place "until physical distancing recommendations are removed." Additional Information can be found here.</p>
7.	<p>My seller is too ill to move out on the possession date, what legal issues and health concerns do I need to be aware of?</p>	<p>A buyer is entitled to possession of the property on the possession date set out in the Contract of Purchase and Sale. If a seller does not vacate the property on that date, then they are in breach of their obligation to give possession to the buyer and by staying in the property they would be trespassing.</p> <p>The seller could request either an extension of the possession date or a rental arrangement but this may reopen the contract and, if it does, that the buyer could also ask for other changes to the contract. Parties should be advised to seek legal advice and follow the BC Public Health orders.</p>

		<p>In the event that an extension or possession or a rental agreement is used, the parties should consult with their insurance brokers to ensure that appropriate coverage is in place.</p> <p>In these situations, Realtors should suggest the seller (or someone on the seller's behalf) seeks legal and medical advice in order to determine how best to proceed.</p>
DISCLOSURE		
8.	<p>My clients are selling their property and prior to closing they were quarantined in the property; however, the time for quarantine has passed and none of my clients has COVID-19. Do I need to tell the buyer, a future buyer or other Realtors?</p>	<p>In BC, stigmas regarding a property are not required to be disclosed by the Seller or their designated agent. It is up to a buyer to satisfy themselves. As such, designated agents working with buyers may wish to address this with their clients to ensure they are representing their clients' interests, and can make inquiries of the seller or the seller's designated agent.</p> <p>Under common law, a seller is required to disclose any known latent defects (ie. if a property is unfit or unsafe for habitation). Given that each transaction and the situation will have specific facts that are unique, it is in a seller's best interest to seek legal advice in regards to their disclosure requirements.</p> <p>In addition Realtors have an obligation to disclose material latent defects pursuant to section 5-13 of the Real Estate Rules, which is much broader than a seller's disclosure requirements. As such Realtors should discuss their disclosure requirements with their sellers so the sellers are aware of any disclosures required to be made by their designated agent.</p> <p>Again, with each transaction being unique Realtors are advised to seek guidance from their managing broker, and legal advice as appropriate, to ensure they are fulfilling their fiduciary responsibilities to their clients as well as their disclosure requirements under the Real Estate Rules.</p>
9.	<p>If a client has visited a property and later is diagnosed with COVID-19 are there any health-related disclosure</p>	<p>Realtors are concerned about protecting their clients' privacy and want to act in the best interest of their community's health and safety. There are currently no disclosure requirements for Realtors but it is imperative that Realtors continue to monitor and abide by the requirements and recommendations of the health authorities, including how, what and</p>

	<p>requirements to authorities and other visitors to the home? For what time period?</p>	<p>when information is disclosed. Realtors should communicate with their clients that they intend to follow such recommendations and obtain their clients' agreement.</p>
<p>10.</p>	<p>My seller client is asking me to record the names and contact information for anyone viewing my home, are there any privacy concerns with this?</p>	<p>Both sellers and potential buyers are protected by privacy laws and Realtors who collect, use or disclose personal information must do so in accordance with these laws, even when collected in connection with a response to COVID-19.</p> <p>If the Realtors are collecting names and other personal information (for their records or on behalf of sellers) from anyone viewing the home, they must (a) explain who is collecting the information (e.g. the Realtor), (b) explain why and how the information will be collected and used, and (c) obtain consent to do so. If a person then proceeds to give the Realtor this information, then consent is likely implied. Realtors should consider including these reasons at the top of the sign-in sheet or obtaining express consent in order to ensure that the explanation is properly given.</p> <p>The viewers of the property can decide if they were okay with providing their personal information for the purposes specified when it is collected. The sellers should be aware of this choice to provide or withhold consent.</p> <p>Remember, if a Realtor or a seller intends to use the collected information for marketing or other purposes not explained or identified on the sign-in sheet, this should be specified prior to or when collecting the information. Consent can only be implied for the purposes, uses and disclosure that is actually communicated.</p>
<p>11.</p>	<p>My buyer has an unconditional offer on a property, and has just been laid off because of COVID 19 - they are looking to get out of the contract, how should I advise them?</p>	<p>Once the parties have entered into a contract that is unconditional or where all conditions have been waived or fulfilled, they must complete their obligations in accordance with the terms of that contract. If the buyer does not complete their obligations on time as set out in the contract the buyer would be in breach and the seller would have a claim against the buyer.</p> <p>There can be significant ramifications to a buyer for being in breach of the contract. The seller would seek to recover losses it suffers as a result of the breach. Remember that breaches</p>

		<p>may have a run-on effect as there may be subsequent closings that depend on the proceeds of the sale of a property.</p> <p>Where the contract allows for an assignment, the Buyer may look for opportunities to assign the contract.</p> <p>Consequences for the buyer may include the loss of their deposit or being sued for damages on account of any depreciation in purchase price upon re-sale, fees to relist and sell the property, and fees resulting on the seller defaulting on their contractual obligations if they purchased a property and other costs.</p> <p>A buyer may be able to negotiate with the seller to terminate the contract; however, until they mutually agree to do so their respective obligations still stand. Once again, making this request does reopen the contract and the seller may have additional requests as part of the negotiation.</p> <p>Any time a buyer is contemplating reopening or terminating a contract or may be in a position where they will be in breach of their obligations, its best that you advise your client to seek legal advice as soon as possible. Each transaction and contract is unique, and legal counsel will be able to advise your clients accordingly.</p>
12.	<p>My seller client has asked me to advise Realtors showing their home not to allow entry if they or their clients are feeling ill - what can I do?</p>	<p>WorkSafe BC recommends “developing a policy prohibiting anyone with symptoms of COVID-19 from attending in person showings. Advising clients who have booked appointments that they must cancel if they develop symptoms.”</p> <p>You need to ensure you have communicated this requirement to your clients and to everyone who wanted to view the property. Anyone entering the property must receive the same communications and must be subject to the same entry requirements.</p> <p>The Canadian Real Estate Association (CREA) uploaded a Coronavirus Statement & Consent form to WEBForms® for Realtors to use with clients. To find the form in WEBForms click on the heading "COVID Forms." That will take you to a menu where you can access the Coronavirus Statement & Consent form.</p>

		<p>In signing the form, clients state that they don't currently have any COVID-19 symptoms and haven't been in contact with anyone with symptoms.</p> <p>The person signing the form is also giving the brokerage permission to contact them "about any coronavirus-related developments" in relation to a property that person visits.</p> <p>While using this form can help protect you and clients against the spread of COVID-19 and meet WorkSafeBC requirements, keep in mind that one form may not fit all scenarios.</p> <p>Realtors should ensure that they are taking all possible precautions outlined by the health authorities and in communications from BCREA, member boards, and their brokerage on how to keep themselves, their clients and their communications safe and healthy. If you're unsure, talk to your managing broker and, above all, be guided by recommendations from public health authorities.</p>
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<p>13.</p>	<p>Are there additional privacy concerns I need to consider when working remotely, virtually showing properties, storing information on a cloud-based system, or virtually presenting offers?</p>	<p>The impacts of compliance and legal requirements may be difficult to determine when working remotely, but your obligations under privacy laws and handling of personal information still apply. You are responsible for ensuring your remote work practices continue to comply with applicable privacy laws.</p> <p>The Privacy Notice & Consent form generally addresses the collection, use and disclosure of personal information by Realtors to facilitate the sale.</p> <p>Remember that before collecting, using and disclosing a seller’s personal information (including through virtual showings) Realtors must obtain consent to do so. To that end, the Privacy Notice and Consent is available as a tool that can be used to guide the privacy conversation with your clients and to document a general consent. Canadian privacy laws require that consent must be meaningful and informed. In other words, a seller giving the consent to a Realtor should know and understand what consent they are giving. A Realtor who has obtained a signed Privacy Notice and Consent or some other form of consent should continue to keep the sellers informed of how the Realtor is collecting, using and disclosing personal information and, where appropriate, the Realtor should document any changes or further specific consents.</p> <p>Realtors may also want to consider discussions with consumers on virtual real estate services in regards to the collection use and disclosure of personal information as it pertains to participating in the services provided, and notifying consumers that when they participate in virtual showings, and virtual tours, for example:</p> <ul style="list-style-type: none"> • that their names/images/voice may appear depending on the platform, • if the sessions will be recorded and how they will be utilized, • the application/services/platforms utilized are provided by third parties, and that consumers may want to review the third parties privacy policies before using the application/service/platform. <p>This is in addition to any disclosures on Agency or as required under the Real Estate Rules.</p>
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		<p>requirements of Realtors who are handling personal information. In addition, the Multiple Listing Contract and the Buyers Agency Exclusive Contract both include consents from the client to for storing personal information in databases, which may be outside of Canada.</p> <p>When storing personal information where there is no agreement between the Realtor and the consumer or no agreement with specific consent allowing for remote storage of personal information, it is important to obtain informed written consent from the client for the collection, use and disclosure of personal information that you intend to carry out in accordance with applicable privacy laws.</p> <p><u>Presenting offers electronically</u> – There are several third-party video conferencing tools for presenting offers electronically. The host of the meeting will collect and use information such as names, IP addresses, contact information in connection with the offers. Please note that the use of these video conferencing tools is governed by the privacy policies and practices of third-party providers of such tools, which is available when you join the meeting or on the appropriate parties’ website. You are responsible for reading and understanding those third-party providers’ privacy policies, such as what information the third-party platform can collect, how it collects such information, and what it can do with the information.</p>
14.	I represent a buyer who is adhering to social	While BC is in its second wave, in continuing to help minimize the spread of COVID19, virtual services should still be conducted where possible.

	<p>distancing practices and looking at properties through the various virtual platforms that sellers' Realtors have made available. Are there any concerns that I should raise with my buyer?</p>	<p>Realtors representing buyers may want to ensure buyers are aware of the limits of a virtual showing. As the buyer may choose to purchase the property without having attended in person, it is important to advise of the difficulties of identifying some deficiencies or accurately determining room sizes and that this could lead to the virtual representation not being exactly in line with buyer's expectations. Consider using virtual showings to narrow down property searches and either viewing a property prior to writing or advising that if the buyer is making an offer it be subject to in-person viewing and inspections and includes sufficient time to conduct the same. This step could help to eliminate legal repercussions at a later date.</p>
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15.	<p>How do I identify a client to meet my FINTRAC obligations, if I can't meet with them face-to-face?</p>	<p>During a time where we need to be practicing social distancing, it can be a challenge for Realtors to comply with their legal obligations under Canada's Financial Transactions and Reports Analysis Centre of Canada (FINTRAC). Fortunately, methods exist to identify clients in non-face-to-face situations. You can verify the identity of an individual by using the dual-process method. This is done by using two reliable sources that contain the name, address, and either the date of birth or evidence of financial accounts. This is done by using this information to complete the Individual Identification Information form.</p> <p>Further to this, in response to the ongoing COVID-19 pandemic, FINTRAC announced on April 23, 2020 that Realtors are temporarily allowed to verify their clients' identities using government-issued photo identification over video conferencing technology where the use of the dual process method or credit file methods of identification are not available.</p> <p>In such circumstances, a Realtor can ask their clients to display their driver's licenses on video using programs such as Zoom or FaceTime, and rely on their judgement to verify the authenticity of the ID being displayed. However, Realtors that rely on this method should keep a record of why it was not possible to verify that client's identity using traditional methods of identification. They should also keep a record of all clients identified using the temporary flexibility in order to re-verify their identity in accordance with the law when the physical distancing measures have been lifted by public health authorities.</p> <p>As stated earlier, this is a <i>temporary measure</i>. Despite its temporary status, additional flexibility for identifying clients is welcome and provides Realtors with more options to safely meet their legal obligations.</p> <p>To stay up to date on the most recent FINTRAC information visit: https://www.fintrac-canafe.gc.ca/covid19/covid19-eng.</p>
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16.	Can I provide additional services to clients in their time of need?	Under a Buyers Agency Exclusive Contract or Multiple Listing Contract the services that the brokerage will provide to the client are outlined in the Schedule A. While additional services may be provided by the brokerage or the designated agent, Realtors can only act within their area of expertise or that for which they are licensed. For example, providing trading services for property management where a Realtor is not licensed to do so is in contravention of the <i>Real Estate Services Act</i> . Realtors are advised to discuss with their managing broker if they are unsure if the services being rendered fall within their area of expertise or in which they are licensed to carry out.
17.	My client wants to write an offer on a property but needs the proceeds from the sale of their home to complete the purchase, they are nervous about the sale of their home completing, what might I want to consider?	<p>Your buyer may wish to receive legal advice, in terms of reviewing the offer on their home to ensure it's legally enforceable, and to discuss any implications of the clauses contained in the sale.</p> <p>They may wish to consider waiting until such time as they have the sale proceeds prior to making an offer to purchase.</p> <p>Alternatively, they may want to discuss with their lawyer adding a clause to their purchase on receiving the sale proceeds. There would be no onus on the seller to accept such a clause, it would likely depend on a number of factors including market conditions, their motivation and their personal circumstances.</p>

<p>18.</p>	<p>I have a buyer who is interested in purchasing a property that is currently tenant-occupied. What are my options?</p>	<p>The provincial health order announced November 7, 2020 limiting social interactions and travel in the Lower Mainland and Fraser Valley does not restrict rental and home sale viewings. More information can be found here.</p> <p>In dealing with tenant occupied properties, both landlords and renters have specific rights. These can change so its important to stay up-to-date with Provincial orders or guidance and information from the Residential Tenancy Branch that may temporarily change these rights. Here are some of the updates that may impact real estate transactions:</p> <p><u>Access</u> - Landlords are allowed to access units with proper notice for activities such as move-in and move-out condition inspections, repairs, maintenance and showing of the unit, and conducting condition inspections...</p> <p>Landlords and tenants are expected to maintain physical distancing at all times and wear appropriate personal protective equipment, and follow cleaning protocols set out by public health officials. Landlords still need to serve proper written notice.</p> <p><u>Eviction & Notice to End Tenancy for Cause</u> – Subject to any restrcitions, the ban on issuing evictions for non-payment and the notice to end tenancy for cause ended August 18, 2020.Landlords are able to serve new notices for reasons including landlord/purchaser use, such as where a new owner has purchased a property and intends to move in, and for cause.</p> <p><u>Quarantine Conflict Resolution Service.</u> To help people dealing with conflicts arising from living in close quarters, including between landlords and tenants may access a low cost mediation service Quarantine Conflict Resolution Service.</p> <p>The <u>BC Residential Tenancy Branch</u> is a great source of information on this issue.</p> <p>With respect to real estate transactions, updates to residential tenancies that impact landlords and renters due to the COVID-19 pandemic can be found here.</p>
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19.	<p>What are the risks in advertising or inserting a clause into a contract stating that a property is COVID-19 or virus free?</p>	<p>Claims that warrant that a property is COVID-19 or virus free may be problematic as they may be deemed to be false or misleading if the claim cannot be supported or evidenced.</p> <p>Realtors are advised to think carefully before making (or allowing a client to make) such representations.</p> <p>Such statements may also be seen to exploit consumers fears about the virus, tarnish a Realtors professional reputation, and/or tarnish the reputation of the professional as a whole.</p> <p>Be aware that Realtors may be held liable for making false or misleading claims and may also face disciplinary actions in such cases.</p>
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20.	<p>What is the Notice and Acknowledgement form and why has BCREA created it?</p>	<p>The Notice and Acknowledgment is a tool Realtors can use to guide that conversation and that they get signed to document that they have made such recommendations.</p> <p>The purpose of this form is to help protect your client's interests by helping them make informed decisions. Specifically, the form:</p> <ol style="list-style-type: none"> 1. <u>Provides a notice of certain changes to real estate practice due to COVID-19</u> – The form is meant to help initiate a deeper discussion with your clients about what they can expect and the real estate services you are providing during the pandemic. While real estate has been deemed an essential service, Realtors must adhere to the Public Health Orders and guidelines in providing trading services. This form addresses with your client that this is not business as normal. 2. <u>Supports client safety</u> – Realtors are equally as concerned in helping ensure the safety of their clients. However, as Realtors are not health experts, Realtors can provide sources of information on COVID-19, to help their clients to keep up-to-date on information. The sources below are some of the sites that may provide health updates. Please note that this is not an exhaustive list and is meant to be a starting point: <ul style="list-style-type: none"> • Health Link BC • BC Centre for Disease Control: Information on Novel Coronavirus • Government of Canada update on Novel Coronavirus • Public Health Agency of Canada • World Health Organization (WHO) Information about Novel Coronavirus 3. <u>Provide a Recommendation to seek legal advice</u> – In discussing the potential impacts COVID-19 may have on a real estate transaction, you will want to advise your client to obtain legal advice prior to entering into an agreement in respect of a real estate transaction. Legal advice will allow them to ensure that their interests are protected, and they understand their rights and obligations under such agreement.
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		Finally, the form contains an acknowledgement from the clients to help document that you have had these important discussions with them. The form is on WEBForms and can be found by searching "COVID".
21.	Are waivers legally enforceable?	<p>The use of waivers can be valuable in terms of documenting discussions, and limiting risks. Many are used as a means to help ensure there is a clear understanding of risk between the parties.</p> <p>To ensure a waiver will be legally enforceable and your interests are protected, Realtors/Managing Brokers should seek legal advice when preparing waivers they intend to use to help make sure those waivers can be relied upon.</p>

Other Resources

In addition to following [BCREA](#) and your local boards, Realtors should also regularly monitor the following provincial, national and international resources for the latest COVID-19 updates:

- [BC Centre for Disease Control – Latest Updates](#)
- [BC Centre for Disease Control – FAQ](#)
- [HealthLinkBC](#)
- [Government of Canada](#)
- [World Health Organization – Latest Updates](#)
- [World Health Organization – FAQ](#)