

■■■ BUYERS PRESENTATION



■ ■ ■ Personalized Purchase Plan

Planning is important.
We guide you every step of the way.
That holds us accountable.

Our plan is our commitment.



■ ■ ■ Purchasing Objectives

In **my experience** the most common Purchasing Objectives of my clients are:

- Finding the right home
- Paying the best possible price
- In the best timeframe
- With the minimum of inconvenience



■ ■ ■ Ensuring A Successful Purchase

Five Step Process

1. Needs and wants
2. One-stop shopping
3. Costs
4. Transaction coordinator
5. After sale service

I'd like to demonstrate how I can effectively work with you, to find the right home in your price range.





Your Relationship with a Real Estate Professional

Real estate professionals have a regulatory requirement to present you with this consumer information before providing services to you.

This information explains the different relationships you can have with a real estate professional to buy, sell or lease property. Before you disclose confidential information to a real estate professional regarding a real estate transaction, you should understand what type of business relationship you have with that individual.

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference and scan the QR code or visit recbc.ca for more information about real estate transactions.



You can work with a real estate professional in one of the following ways:

As a client

If you are the client of a real estate professional, they work on your behalf. The real estate professional representing you has special legal duties to you, including:

- ☒ **Loyalty.** They will act only in your best interests.
- ☒ **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.
- ☒ **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.
- ☒ **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:
 - your reasons for buying, selling or leasing
 - your minimum/maximum price
 - any preferred terms and conditions you may want to include in a contract

When you become a client, you may be asked to sign a written agreement setting out your and the real estate professional's responsibilities.

As a non-client

A real estate professional who is not representing you as a client does not owe you special legal duties:

- ☒ **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.
- ☒ **No duty of full disclosure.** They do not have a duty to give you all relevant information.
- ☒ **No duty to avoid conflicts.** They are not acting in your interests.
- ☒ **No confidentiality.** They must share any information you tell them with their clients in a transaction.

As a non-client, a real estate professional may give you only limited services.



Whenever a real estate professional works with you in a real estate transaction, whether you are their client or not, they have a responsibility to act honestly and with reasonable care and skill.

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■ ■ ■ Personal Information

Getting to Know You

- Family
- Occupation
- Recreation
- Dreams



■ ■ ■ Finances

**Nothing's worse than finding
a home you can't buy...**

- Downpayment
- Bank
- Mortgage Broker
- Pre-Approval
- Rate Hold



PRICE ■ ■ ■

**What is the maximum
you would pay?**

- Comfort
- Maximum



■ ■ ■ Areas

LOCATION
LOCATION
LOCATION

- Neighbourhoods
- Sub-Divisions
- Features
- Amenities
- Best Bang for \$



■ ■ ■ Your Current Home

What do you like best?

- Features
- Benefits
- Colours
- Style
- Location
- Amenities



Your Wish List ■ ■ ■

Tell us about your dream home...

- Needs
- Wants
- Dreams
- Features
- Amenities

■ ■ ■ Bad Experiences



Tell us about your past experiences with Sales People

- Time
- Money
- Communication
- Listening



Always Know What
You're Signing

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CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ Royal LePage Kelowna _____ DATE: _____

ADDRESS: #1 - 1890 Cooper Road Kelowna PC: V1Y8B7 PHONE: (250) 860-1100

PREPARED BY: _____ MLS® NO: _____

<p>SELLER: _____</p> <p>SELLER: _____</p> <p>ADDRESS: _____</p> <p>PHONE: _____ PC: _____</p>	<p>BUYER: _____</p> <p>BUYER: _____</p> <p>ADDRESS: _____</p> <p>PHONE: _____ PC: _____</p> <p>OCCUPATION: _____</p>
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PROPERTY:

UNIT NO. _____ ADDRESS OF PROPERTY _____

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____

PID _____ OTHER PID(S) _____

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be _____ DOLLARS \$ _____ (Purchase Price)
- DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
To Be Paid Within 48 Hours of Final Subject Removal, Not to Include Saturdays, Sundays or Statutory Holidays

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Royal LePage Kelowna and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

INITIALS

BC2057 REV. DA FEB 2019

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Feb/2019

■ ■ ■ Costs

Nobody like surprises!

- Deposit
- Legal
- Property Transfer Tax
- Appraisal
- Survey Certificate
- Title Insurance
- Home Inspection
- GST
- Home Insurance



■ ■ ■ Professionals and Privacy

**We'll coordinate all
professional services for you**

- Mortgage Broker
- Accountant
- Bank
- Insurance
- Lawyer
- Written Permission to Contact



■ ■ ■ Home Inspection

**The importance of
knowing the problem
before its too late**

- Benefits
- Stories
- Valuable Service



■ ■ ■ The Secret Listings

**Approximately 20%
of overall sales are
NOT on the market,
or sold BEFORE they
hit the market**

- Exclusive
- Sleeve
- Pocket
- VIP Direct Clients



■ ■ ■ For Sale By Owner

**Don't be the award winner for paying
the most money on the street**

- Buyer's Agency
- Data Analysis
- Fee for Service



■ ■ ■ Threshold Rights

He who writes gets paid

- Show You Everything
- How We Work
- How I Get Paid
- How It Works



■ ■ ■ Personal Guarantee

As a Real Estate Professional, dedicated to providing the best possible services, I guarantee that I will:

1) **Buyers Plan**

Identifying desirable types of properties to acquire. Locating properties available to view and consider. Preliminary investigation and timely information gathering. Viewing properties and providing guidance and advice selecting the right property on which to make an offer.

2) **Prepare a Legally Binding Contract of Purchase and Sale**

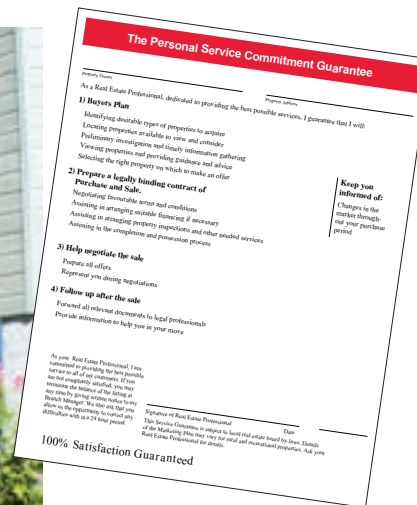
Negotiating favourable terms and conditions. Assisting in arranging suitable financing if necessary. Assisting in arranging property inspections and other needed services. Assisting in the completion and possession process.

3) **Help Negotiate the Sale**

Prepare all offers. Represent you during negotiations.

4) **Follow Up After the Sale**

Forward all relevant documents to legal professionals. Provide information to help you in your move.



As your Real Estate Professional, I am committed to providing the best possible service to all of my customers. If you are not completely satisfied, you may terminate the balance of the listing at any time by giving written notice to my Branch Manager. We ask that you allow us the opportunity to correct any difficulties with in a 24 hour period if you are considering canceling.

Benefits of Loyalty

Just like my sellers, we
have written agreements
with buyers

- Serious
- Commitment
- Benefits
- E.B.A.

ROYAL LEPAGE
REALTOR
KELLOWNA

OMREB

bc rea

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BUYER AGENCY ACKNOWLEDGEMENT

BUYER'S BROKERAGE ASSISTANCE

The Buyer has requested that the Buyer's Brokerage assist the Buyer in the purchase of a property and in consideration of that assistance the Buyer acknowledges, understands, covenants and agrees that:

1. DESIGNATED AGENCY

A. The Buyer's Brokerage will designate _____ (the "Designated Agent") to act as the sole agent of the Buyer in respect of the purchase of a property and will designate one or more licensees of the Buyer's Brokerage to act as the sole agents of all sellers or other buyers who are also represented by the Buyer's Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all those licensees) is suspended, cancelled or becomes inoperative under the *Real Estate Services Act* or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all those licensees) is temporarily unavailable or ceases to be engaged by the Buyer's Brokerage, the Buyer's Brokerage will designate another licensee of the Buyer's Brokerage to act as the agent of the Buyer.

B. The Designated Agent will not disclose to other licensees, including licensees of the Buyer's Brokerage who represent sellers or other buyers any confidential information of the Buyer obtained through the Designated Agent's agency relationship with the Buyer unless authorized by the Buyer or required by law.

C. The Buyer acknowledges that:

- (i) an agency relationship will exist only with the Designated Agent;
- (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Buyer will not be attributed to the Buyer's Brokerage or to other licensees of the Buyer's Brokerage who represent other buyers or sellers; and
- (iii) no agency relationship will exist with the Buyer's Brokerage and the Buyer's Brokerage's obligations to the Buyer will be limited to the obligations set out in Clauses 3, 5A and 5B.

2. DESIGNATED AGENT

A. The Designated Agent will not be obligated to make the Buyer aware of any or all properties which may meet the Buyer's requirements;

B. The Buyer's Brokerage may terminate the agency relationship with the Buyer at any time; however, such termination will not relieve the Buyer's Brokerage and the Designated Agent from their obligations under Part 5 of the *Real Estate Services Act* Rules;

C. Subject to Clause 2A and 2B the Designated Agent will:

- (i) act as the agent of only the Buyer with respect to a property in which the Buyer becomes interested;
- (ii) unless otherwise agreed to, use reasonable commercial efforts to promote the interests of the Buyer;
- (iii) at the earliest reasonable opportunity advise any seller of property in which the Buyer becomes interested;
- (iv) exercise reasonable care and skill in the provision of services;
- (v) fulfill the duties set out in the *Real Estate Services Act* Rule 3.3, except as modified or made inapplicable by agreement between the Buyer and the Buyer's Brokerage, and *Real Estate Services Act* Rule 3-4; and
- (vi) obey all lawful instructions of the Buyer that are consistent with the *Real Estate Services Act* and Rules and the Bylaws and Code of Ethics of the real estate board or association of which they are a member.

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■ ■ ■ Don't Be Surprised



**It won't take long...
First House on the First Day**

■ ■ ■ We Do the Work For You!

The Best People

The Best Products and Services

The Best Results

Success Shows

LET'S DO IT TODAY!



■ ■ ■ The Journey to Your Dream Home

Numbers of times people change homes

Ages 25-35	3 Times
Ages 35-45	2 Times
Ages 45-55	1 Time
Age 55+	1 Time

Statistics Tell Us

- The average person changes homes about 6 times by age 55

To Buy Your Ultimate Dream Home

- Buy what you can as soon as possible
- Buy the best location you can afford
- Let the equity in your home grow
- Keep an eye on the market and be prepared to buy when opportunities come along



■ ■ ■ Mortgages

AN INTRODUCTION TO MORTGAGES

What is a Mortgage?

A mortgage is an interest in property provided by the borrower as security for a loan.

- The borrower (mortgagor) receives funds
- The lender (mortgagee) has an interest in the property until the loan is repaid.

Sources of Mortgage Funding

- Chartered banks
- Life Insurance Companies
- Credit Unions
- Loan Companies
- Mortgage Brokers
- Private Lenders
- Sellers

Types of Mortgages

Conventional Mortgages

- Loan cannot exceed 80% of appraised value or purchase price of the property

High Ratio Mortgages

- Loan can be up to 95% on the first \$500,000 and then 90% thereafter to a maximum purchase price of \$1,000,000
- Must be insured if arranged through a bank, credit union or trust company
- Insurance Premium Schedule - CMHC and GE Capital (single advance, owner occupied)

Loan Value	Insurance (for up to 25 year amortization)
up to 65%	.60%
up to 75%	1.70%
up to 80%	2.40%
up to 85%	2.80%
up to 90%	3.10%
up to 95%	4.00%

Collateral Mortgage

A loan secured by Promissory Note and then further secured by means of a mortgage on the property.

Frequently Used Terms

First Mortgages

The first mortgage registered on the property
First mortgage has priority over subsequent mortgages in regards to payment or remedies for default

Second Mortgage

Second in priority, therefore a greater risk which is usually reflected in a higher rate of interest

Open Versus Closed Mortgages

Open privilege allows the mortgagor the right to repay all or part of the principal amount of the loan at anytime prior to the due date agreed upon in the mortgage document, or at agreed upon times
Open privilege may or may not involve a prepayment costs, but closed mortgages will.

In most cases open privilege cost borrower by way of a higher rate of interest



■ ■ ■ Mortgages

Financing Your Property

Whenever a mortgage is involved in the Financing Process, several steps are required:
Completion of the loan application by the lender and collection of supporting documents.
The lender processes and reviews the application based on information provided by the borrower

What you need when you see your mortgage broker or lender:

1. Initial Application (pre-approval)

- Birthdate
- Job Description (verbally)
- Net worth statement (assets & liabilities)
- Downpayment - Proof of downpayment (amount in RRSP, bonds, account balance, gift letter etc.)
- Verification of employment - income letter from your company stating how long you have worked there and monthly or yearly earnings (signed by your manager or supervisor)
- 3 months proof of down payment funds by way of bank or investment statement, or gift deposit
- Current pay stub
- Past 2-3 years tax assessment notices (to include overtime, proof of taxes owed)

Once your loan is approved, a Mortgage Commitment Letter is issued by the lender.
Make sure you have received this prior to signing the Notice form.

On closing the lender disburses the mortgage funds to your lawyer for disbursement to the seller.
The loan documents are registered on your title by your lawyer.

2. Final Application

(after you have contract subject to approval of financing)

- Copy of offer to purchase
- Copy of listing details including (MLS®) Property Disclosure Statement, Strata Form B and in certain cases minutes of the meetings.
- Copy of deposit cheque

