

For Use with Statutory Offers to Purchase made after November 1, 2025

Seller's Lawyer's Trust Letter

Conveyancing Practices Working Group, version 2025.1

<<Name and Address of Buyer's Law Office>>

Delivered

Attention: <<Name of Buyer's Lawyer>>

Dear Sir/Madam:

**Re: <<Seller>> Sale to <<Buyer>>
<<Property Address>>
Possession Date: <<Possession Date>>
Our File No.: <<File No.>>**

We enclose the following:

1. Transfer of Land (Seller's signed portion);
2. Declaration as to Possession;
3. Statement of Adjustments;
4. Seller's Undertaking; and
5. a Key.

We confirm that the following references shall have the following meanings:

- a) "Closing" means INSERT POSSESSION DATE at 6:00 p.m. or at such earlier time as your office and our office confirm that the transaction has closed;
- b) "Seller" means INSERT SELLER'S FULL NAME;
- c) "Buyer" means INSERT BUYER'S FULL NAME;
- d) "Non-Permitted Registrations" means:
<<Non-permitted encumbrances>>;
- e) "Permitted Registrations" means:
<<Permitted encumbrances>>;
- f) "Agreement" means the agreement of purchase and sale between the Seller and the Buyer;
- g) "Interest Rate" means the policy interest rate of the Bank of Canada in effect on Closing plus 7%;
- h) "Key" means any form of access device, including keys, keypad lock codes, garage door openers, wireless technology passwords or other passwords or security codes necessary to allow the Buyer to access and use the Property.

Any capitalized term used herein and not otherwise defined shall have the meaning ascribed to it under the Agreement.

The enclosed are forwarded to you upon the following trust conditions:

Additional or Amended Trust Conditions:

The standard conveyancing practice ("SCP") trust conditions hereafter are subject to the following additions or amendments:

[INSERT ADDITIONS OR AMENDMENTS OR STATE "NONE"]

We confirm that we have made no additions or amendments to the standard SCP trust conditions below [*Conveyancing Practices Working Group, version 2025.1*] except as set out above.

Standard SCP Trust Conditions [*Conveyancing Practices Working Group, version 2025.1, unamended*]:

1. Funds: You will tender to our office, on or before Closing, the balance due on closing pursuant to our Statement of Adjustments, subject to condition no. 8.
2. Buyers' Undertaking: You will forward to our office, on or before Closing, a written Undertaking from the Buyer in standard form.
3. Use of Key: You will only release the Key or authorize the release of a Key to the Buyer prior to Closing upon our express approval. Alternatively, you may release the Key or authorize the release of a Key without our express approval, in which case: (a) you are then deemed to have accepted our trust conditions; and (b) you will have no alternative but to ensure that your trust conditions are acceptable to us. In either case, you will expressly advise the Buyer that accessing the Property prior to the date and time of Closing without the Seller's express consent is prohibited and could have serious legal consequences and that same is not to be deemed to be the giving of possession.
4. Completion of Transfer of Land: Prior to registration, you will complete any of the transferee's portions of the Transfer of Land that have not yet been completed.
5. Registrations: Within 2 business days after Closing, you will: (a) have obtained a current Status of Title that confirms that title is not subject to any registrations other than the Permitted Registrations and the Non-Permitted Registrations; and (b) register at the Land Titles Office the Transfer of Land, any mortgage the Buyer requires to complete the funding of the balance to close, and any other associated documents that may be required by the Land Titles Office.

6. Document Defects: If advised by the Land Titles Office that any corrections of your documents are necessary, you will forthwith use your best efforts to correct the same by correction letter or otherwise or, if necessary, by obtaining newly-executed documents and re-registering same.
7. Issuance of Title: You will forthwith advise our office once title issues in favour of the Buyer.
8. Delayed Payment: If section 4 of PART ONE of the Agreement specifies that part of the Purchase Price may be paid from the proceeds of a new mortgage and the receipt of those funds is delayed, then the following conditions shall apply in lieu of condition no. 1 above:
 - (a) Cash to Mortgage: You will tender to our office, on or before Closing, an amount that is not less than the difference between the balance due on closing as stipulated in our Statement of Adjustments plus interest as described in condition no. 8(d) herein and the anticipated net proceeds that the Buyer is obtaining from a new mortgage.
 - (b) Calculations: You have calculated all monies required to close and are satisfied that the cash to mortgage so tendered, together with the monies to be advanced under any mortgage, shall be sufficient to pay the remaining balance due on closing, taking into account any deductions from the mortgage advance and any other amounts, including interest, that you will need to pay.
 - (c) Mortgagee Requirements: You have obtained the Buyer's executed mortgage in registrable form, declaration as to possession in standard form, and irrevocable order to pay mortgage funds to your office and thereafter to pay the remaining balance due to our office and, to the best of your knowledge upon review of the mortgage instructions and related documents, you are satisfied that all lender requirements for an advance of mortgage funds within 7 calendar days of Closing have been satisfied and there are no circumstances known to you that would cause the lender to refuse to advance funds.
 - (d) Requisition: Not later than Closing or forthwith thereafter, you will requisition all mortgage proceeds required to pay the remaining balance due on closing as stipulated in our Statement of Adjustments and will remit the same to our office, together with interest at the Interest Rate on the funds unpaid on Closing for the period commencing the day after Closing to and including the day the funds are paid. Your obligation to pay interest will be limited to 7 days but, if a greater amount is required, you will use your reasonable efforts to collect and remit same to our office.

(e) Instructions to Buyer: You will instruct the Buyer that:

- (i) the Buyer will be liable to the Seller for the Seller's reasonable costs and expenses resulting from the delay in payment of the Purchase Price to the extent that such expenses exceed the interest on the unpaid funds;
- (ii) no alterations or renovations shall be made to the Property until the balance of the Purchase Price, interest, and expenses are fully paid; and
- (iii) in the event that the remaining balance due on closing and interest have not been paid by the 7th calendar day after Closing and the Seller elects not to extend the time for payment of the balance due, the Buyer will be in breach of the Agreement and the Seller will be entitled to exercise their remedies for such default, which may include retention of the deposit, a claim for damages in excess of the deposit, and a claim for an order for possession and the reversioning of title in the Seller.

If you are unable or unwilling to accept any of the conditions herein, the enclosed documents and Key are to be returned to our office upon our request.

The tender herein is made prior to Closing but shall be deemed to have been made and to be effective only as of Closing. If we give you written notice, prior to Closing, that the within tender is of no effect and is withdrawn due to then-current circumstances, the enclosed documents and Key, if still in your possession, are to be returned to our office forthwith upon request.

Yours truly,

<<Seller's Law Firm>>

Per:

<<Seller's Lawyer>>

Encl.