This Document is in the Form approved by the WORKING GROUP ON LAWYERS AND REAL ESTATE (http://www.lawyersworkinggroup.com/) on **February 28, 2019**, except for clearly shown changes. Any changes not clearly shown are of no effect.

**VENDOR'S CLOSING CERTIFICATE**

Vendor:

vendor’s lawyer:

Purchaser:

purchaser’s lawyer:

property:

Completion Date:

in CONSIDERATION of AND NOTWITHSTANDING THE CLOSING OF this transaction, THE VENDOR CERTIFIES to the Purchaser THAT AS OF the Completion Date:

1. **Possession:** Subject to the Agreement of Purchase and Sale ("Agreement") in this transaction, the Vendor shall deliver vacant possession of the Property and possession of any chattels included in the Agreement.
2. **KEYS**: If and as applicable, all keys, entry mechanisms, and access and alarm codes for the Property in the Vendor's control not included with the Requisite Deliveries shall be left on the Property.
3. **Bill of Sale**: The Vendor owns the chattels included in the Agreement, and conveys title to them to the Purchaser free and clear of all demands, claims, security interests, liens and encumbrances of any kind whatsoever.
4. **Property Taxes**: The Vendor shall have paid the Property taxes and any local improvement rates and other charges included on the tax roll (and any interest and penalties thereon), as shown on the Statement of Adjustments.
5. **Utilities:** The Vendor has paid or will pay on time any utility accounts to the Completion Date that may form a lien against the Property.
6. **FueL**: If the Vendor has adjusted for fuel oil, propane or condensed gas, the Vendor has filled the tank(s) to capacity, and paid for same in full.
7. **Adjustments**: If the Statement of Adjustments herein is or becomes inaccurate or incomplete in the Vendor’s favour, the Vendor shall readjust and make any appropriate payments forthwith, provided the Purchaser has delivered on closing a reciprocal undertaking.
8. **Direction**: The Vendor authorizes and directs the Purchaser to pay the Balance Due on Closing as the Vendor's Lawyer in writing directs.
9. **Deletions FROM TITLE**: The Vendor shall pay all amounts and take all steps necessary to cause to be registered at the Vendor's expense a deletion from title of every encumbrance or instrument that the Vendor's Lawyer has agreed in writing to cause to be deleted from title.
10. **HST**: This transaction is not subject to HST as the Property is a personal use property or a used residential complex occupied by the Vendor or persons authorized by the Vendor, and is not a substantially renovated residential complex, under the *Excise Tax Act* of Canada. The Vendor has not claimed and will not claim any input tax credit for the acquisition, improvement or renovation of the Property.
11. **Family Law**: The Transfer delivered in this transaction correctly shows each Vendor's spousal status and address for service.

1. **Survey**: If the Vendor has agreed in writing to deliver a plan or survey, then, to the best of my knowledge and belief, the building(s) and any other structures, fences and other boundary markers on the Property are accurately shown on the attached copy of the plan or survey prepared by

 , O.L.S., dated , except:

1. **condominium**: If the Property is governed by the *Condominium Act, 1998* of Ontario, the common expenses have been paid as shown on the Statement of Adjustments. The Vendor has not made any material changes to the common elements other than those permitted by an agreement registered on title. The Vendor has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; or (c) any substantial change in the assets or liabilities of the Condominium Corporation.

1. **Binding**: All the statements in this Certificate are binding upon each Vendor and the heirs, successors and assigns (jointly and severally for multiple Vendors) of each Vendor, and are enforceable after closing.
2. **reliance**: I make the above statements conscientiously believing each one to be true, and having the same force and effect as if made under oath or affirmation, and knowing that the Purchaser will be relying on them.

DATED at , Ontario, on , 20\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness's Signature [VENDOR'S NAME]

Witness's Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness's Signature [VENDOR'S NAME]

Witness's Printed Name

I/We, the undersigned, HEREBY SOLEMNLY DECLARE that each Vendor is and will be on the closing date not a non-resident of Canada under s. 116 of the *Income Tax Act* of Canada, and I/we make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

(SEVERALLY) DECLARED before me )

at , Ontario )

on , 20 \_\_\_\_ )

 ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 )

 )

 ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

A Commissioner, etc. )

 )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Commissioner’s Printed Name )

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**Purchaser'S UNDERTAKING & direction re title**

Vendor:

Vendor’s lawyer:

Purchaser:

Purchaser’s laywer:

property:

Completion Date:

**UNDERTAKING**

If the Statement of Adjustments delivered in this transaction is inaccurate or incomplete in the Purchaser’s favour, and if the Vendor has delivered a reciprocal undertaking to readjust, then i/we undertake to the Vendor and the Vendor's Lawyer to readjust and to make any appropriate payments forthwith for any such inaccurate or incomplete item.

**direction re title**

I/WE AUTHORIZE AND DIRECT the Vendor to prepare the Transfer in this transaction in favour of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date of Birth

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date of Birth

as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [joint tenants OR tenants in common OR as tenants in common as to %)

and to show as the Purchaser’s address for service the address shown in the tendered Transfer or provided by the Purchaser’s Lawyer, and for so doing this shall be your good and sufficient authority.

DATED at , Ontario, on , 20\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness's Signature [PURCHASER'S NAME]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness's Printed Name name of offeror in aps, if different than PURCHASER’S NAME above

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness's Signature [PURCHASER'S NAME]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness's Printed Name name of offeror in aps, if different than PURCHASER’S NAME above