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## Information about this contract - Tenant Placement for Owners

Please complete the attached forms.

### Disclosure of Representation of Trading Services

To help you ensure your experience is a rewarding one, it is advisable that you learn the legal and professional guidelines that will define the working relationship you have with your REALTOR®

### Privacy Notice and Consent

This form explains the collection, use and disclosure of personal information under Privacy guidelines. If you are still unclear about any of these concepts, feel free to seek legal counsel.

### FinTrac Individual Identification Form

An Individual Identification Information Record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.

### Strata Properties

Bylaws & Strata Contact info

### Personal information Collection Notice

Personal information collected is for business transaction purposes only, to identify potential tenants and establishing potential tenants eligibility. The organization receiving the personal information must use or disclose it only for those purposes for which it was collected.

If the transaction does not go ahead, the organization that received the information for the transaction must return or destroy any personal information collected except personal information that is required to be kept by law in accordance with a written agreement that expressly incorporates the above rules.

The Owner hereby consents to the collection, use and disclosure by the Brokerage, and by the managing broker, representatives of Ridge Meadows Property Management for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Privacy Notice and Consent

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\_\_\_\_\_  
Signed, Sealed and Delivered this day of:

And **Ridge Meadows Property Management**

\_\_\_\_\_  
Owner | Landlord

**Maria Moudatsos**  
Property Manager

\_\_\_\_\_  
Owner | Landlord

Email: Maria@MariaMoudatsos.ca  
Website : RidgeMeadowsPM.com

\_\_\_\_\_  
Address

Office: 604-466-2838  
Fax: 604-466-2868

\_\_\_\_\_  
City | Province

22308 Dewdney Trunk Rd  
Maple Ridge BC V2X 3J2

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone

Resident of Canada

\_\_\_\_\_  
Fax

Non-Resident of Canada

\_\_\_\_\_  
Email

As defined under the Income Tax Act

**1 PROPERTY:** which includes all structures and facilities located thereon and is referred to herein as the "Property".

Address: \_\_\_\_\_

City: \_\_\_\_\_ BC, Postal Code: \_\_\_\_\_

**2 LISTING AUTHORITY AND TERMS:**

**2.1** The Owner hereby lists exclusively with Ridge Meadows Property Management to Rent | Lease the property described in Clause 1 ("Property") from \_\_\_\_\_ until a suitable tenant has been placed;

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**2.2** The Owner hereby appoints Ridge Meadows Property Management (the "Manager") as managing agent for the Owner on the terms and conditions set forth herein.

**2.3 Manager's Responsibilities:** The Manager agrees and the Owner authorizes the Manager to manage the Property on behalf of the Owner and to perform the following duties;

**i:** To advertise the property; qualify prospective Tenant and show the property; review rental applications and consult with the Owner regarding choice of Tenant;

**ii:** To prepare our standard Residential Tenancy Agreement, negotiate with the Tenant regarding any modification to the terms of such agreements and arrange for their execution;

**iii:** To complete a move-in inspection report with the Tenant; collect the security deposit on behalf of the Owner and the first month's rental payment;

**iiii:** To use its best efforts to arrange for performance of all the covenants, duties and obligations of the Owner and Tenant pursuant to all leases and tenancy agreements which are in effect during the term of this agreement;

**iiiii:** To set-up collection of all rents and any other monies to which the Owner may be entitled to in connection with its operation, to arrange insofar as is reasonably possible for all such amounts to be paid when due.

**3 Tenant Placement Fee:** The Owner agrees to pay the Manager as compensation for the management services rendered as mentioned under this agreement a fee of 75% of the first month's gross rent plus GST and will be paid within three (3) business days after receiving the lease and deposit.

**3.1 Other Fees:**

**i:** If the Owner finds their own Tenant and requires Ridge Meadows Property Management to perform reference & credit checks, prepare a contract and move in report, a fee of 25% plus GST and will be paid within three (3) business days after receiving the lease and deposit.

**ii:** A cancellation fee will apply if the owner should terminate our contract at any given time, the cancelation fee of \$500 plus GST will be paid within three (3) business days after receiving the notice from the Owner.



**4 Signs:** The Manager shall have the exclusive right to place any rental or management signs on or about the Property, subject always to the Owner’s prior right to approve the content, location, and method of affixing such signs.

**5 Limitation on Manager’s Liability:** The Manager shall not be liable to the Owner for any arrears in the collection of rents or other payments due from the Tenant or any one with respect to the operation of the Property or as a result of any damage or other loss affecting the Property or the operations of its equipment, or for any error in judgment or for anything which it may do or refrain from doing unless any resulting damage, loss, injury or liability has been caused by the negligence of the Manager or those for whom in law is responsible; nor shall the Manager be liable to the Owner for failure to perform any of the obligations set forth in this agreement if such failure is occasioned by or results from destruction or damage to the Property by fire or other cause, a strike or lockout, a civil commotion or disturbance, and act of God, a supervening illegality or any other act or cause which is beyond the reasonable control of the Manager except if due to the negligence of the Manager or those for whom it is in law responsible.

**6 Owner’s Indemnity:** The Owner shall Indemnify and save the Manger harmless from any and all damages, costs, claims and expenses suffered or incurred by the Manager:

**i:** In the course of carrying out its duties under this Agreement; and

**ii:** As a result of any act or omission by the Manager at the direction of the Owner, whether such direction was given in writing or orally; and

**iii:** Otherwise in respect of the Property or as a result of the Manager fulfilling or attempting to fulfill any of its obligations hereunder in good faith. To forthwith pay to the Manager pursuant to any claim for indemnification delivered by the Manager of the Owner during or after the term of this agreement;

**7 Insurance:** All property and liability insurance required in connection with the Property shall be the sole responsibility of the Owner, and the Manager will have no responsibility to review, monitor or advise the Owner with respect to insurance unless specifically agreed to in writing by the Manager.

The Owner agrees to arrange for comprehensive liability insurance. Such policies shall provide protection against any claims for personal injury, death or property damage or loss in the event that either the Owner or the Manager shall be held liable as a result of their respective obligations as Owner and Manager of the property.

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**8 Indemnification:** Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall a Manager be liable to the Owner for the amount of any loss or damage to the Property or its contents, against which the Owner is insured and thereby entitled to indemnification from its insurer(s) but only to the extent of such indemnification.

**9 Services:** The Manager shall not be required or obligated by this Agreement to provide any services in connection with the renting, leasing or managing of any space within the Property in addition to those services specifically mentioned in this agreement.

**10 Inurement:** This agreement will ensure to the benefit of and be binding on the parties hereto and their Respective successors and assigns.

**11 Abide by Laws:** The Owner and the Manager shall abide by all laws, regulations and policies of any governmental authority applicable to the Property. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

**12 Property Manager Relief:** Ridge Meadows Property Management can designate another of its Property Managers to act on the owner's behalf for the period of time your Designated Agent is away or otherwise unavailable. That other Property Managers becomes the designated agent of the owner as well.

**13 Personal information Collection Notice:** Personal information collected is for business transaction purposes only, to identify potential Landlords and establishing potential tenants eligibility. The organization receiving the personal information must use or disclose it only for those purposes for which it was collected.

If the transaction does not go ahead, the organization that received the information for the transaction must return or destroy any personal information collected except personal information that is required to be kept by law in accordance with a written agreement that expressly incorporates the above rules.

Landlords are required to retain personal information collected from unsuccessful applications for at least one year as required by PIPA.

PIPA applies to the retention of personal information collected by landlords from prospective tenants. Section 35(1) requires an organization to keep an individual's personal information for at least one year if they use that information to make a decision that directly affects the individual.

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A decision whether or not to rent to a prospective tenant is a decision that directly affects that individual. This means that landlords must retain the personal information of all prospective tenants for one year after the decision is made. Section 35(2) of PIPA further requires an organization to destroy personal information when the information is no longer necessary for a legal or business purpose.

The Landlord hereby consents to the collection, use and disclosure by the Brokerage, and by the managing broker, representatives of Ridge Meadows Property Management for the purposes (and to the recipients) described in the Privacy Notice and Consent form.

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Initial	The Owner has completed and signed
	Disclosure of Representation in Trading Services
	Privacy Notice and Consent
	FinTrac Individual Identification form
	Strata Properties   Bylaws & Strata Contact info attached. (If applicable)
	Strata Properties   Parking Stall(s) _____ Storage Locker _____ (If applicable)
	I have been granted permission from the strata council to rent my unit. (if applicable)
	If applicable/ I am aware my suite is unauthorized and understand the risks in renting out my unit
	Attach or email proof of ownership to the property manager

These documents will be attached to and form part of this agreement. 

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IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal as of the day and year first above written.

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Signature

**Maria Moudatsos**

\_\_\_\_\_  
Property Manager

\_\_\_\_\_  
Signature

## Know Your Options as a Real Estate Consumer

Considering a real estate transaction? One of the first decisions you will need to make is whether you should work with a licensed real estate professional who will represent you. Take a moment to read this important consumer protection information from the Real Estate Council of BC.

This form explains the special legal duties that real estate professionals owe to their clients. It will help you choose whether you want to be:

- a **CLIENT** of a real estate professional, who will represent you in the transaction, or
- an **UNREPRESENTED PARTY** with no real estate professional representing you.

### Why are you getting this form?

A real estate professional is required to give you this form before working with you, and must explain it to you.

### How to use this form:

Read over this information and ask about anything that is not clear to you. You can complete the optional consumer fields to indicate that you've discussed this information with the real estate professional.

### What happens next?

After you've reviewed the form and completed the optional consumer fields, the real estate professional must **complete** and sign it.

Learn more about this form and other information for real estate consumers at [www.recbc.ca](http://www.recbc.ca).

## The Benefits of Representation

Many people choose to have a real estate professional represent them in real estate transactions to help them make informed decisions. As a client, you'll benefit from:

### Expert advice

In BC, licensed real estate professionals receive specialized training.



### Protection

Real estate professionals in BC are licensed under the *Real Estate Services Act*. It is legislation designed to protect the rights of consumers.



### Oversight

The Real Estate Council of BC works to ensure real estate professionals are competent and knowledgeable. If you have a concern about a real estate professional, you can file a complaint by visiting our website at [www.recbc.ca](http://www.recbc.ca). We can investigate and discipline individuals for professional misconduct.





## What to Expect as a Client

When you become the client of a real estate professional, they owe you special legal duties as your agent:

- ☑ **Loyalty:** they must put your interests first, even before their own.
- ☑ **Avoid conflicts of interest:** they must avoid any situation that would affect their duty to act in your best interests.
- ☑ **Fully disclose relevant information:** they must give you all the facts they know that might affect your decisions.
- ☑ **Protect your confidentiality:** they must not reveal your private information without your permission, such as:
  - your reasons for buying/selling/leasing/renting
  - the minimum/maximum price you are seeking
  - any preferred terms and conditions you may want to include in a contract.

## What to Expect as an Unrepresented Party

If you choose not to have a real estate professional represent you, you are an unrepresented party. You are not entitled to the special legal duties a client receives.

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

## Your Options as a Client

In BC, real estate professionals provide their services through licensed companies known as brokerages. If you decide to become the client of a real estate professional, you will sign an agreement with their brokerage. Depending on how the brokerage operates, you will be represented as a client in one of two ways:

### Designated Agency

Your real estate professional will represent you as a “designated agent”. Only your designated agent will owe you the legal duties explained above. Your agent must not share your confidential information with others at the brokerage without your permission.

### Brokerage Agency

You will be represented by **all** the real estate professionals at the brokerage. They will **all** owe you the legal duties explained above. They must **all protect** your confidential information.

Either way, as a client of a licensed real estate professional you will benefit from expert advice, oversight and protection.

This is a disclosure made in compliance with section 5-10 of the Rules under the Real Estate Services Act.

Instructions

Consumers: Please complete the optional fields below to indicate that you received this consumer protection information.

After reading this form, if you decide that you do not need a real estate professional to represent you, a real estate professional may be required to present you with the Disclosure of Risks to Unrepresented Parties form.

Real Estate Professional: Complete and sign to indicate you have provided this disclosure to the real estate consumer. Promptly submit this form to your brokerage.

Mandatory Real Estate Professional Confirmation

I confirm that I have:

- checkbox provided the consumer with the Disclosure of Representation in Trading Services form.
checkbox explained the special legal duties owed by a real estate professional to their client.
checkbox explained the risks of being an unrepresented party in a real estate transaction.

I confirm that I will (check one):

- checkbox represent the consumer as my client under designated agency.
checkbox represent the consumer as my client under brokerage agency.
checkbox deal with this consumer as an unrepresented party.

Name: \_\_\_\_\_

Brokerage: RE/MAX LifeStyles Realty \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

See next page for Optional Consumer Confirmation.

Optional Consumer Confirmation

I confirm that the real estate professional disclosed the special legal duties owed to clients.

Yes  No

I confirm that the real estate professional disclosed the differences between a client and an unrepresented party.

Yes  No

I confirm that the real estate professional disclosed the risks of being an unrepresented party.

Yes  No

I confirm that I choose to (check one):

- be a client represented by the real estate professional under designated agency.
 be a client represented by the real estate professional under brokerage agency.
 be an unrepresented party.

Consumer Name: \_\_\_\_\_

Consumer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Consumer Name: \_\_\_\_\_

Consumer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Section 8-4(a) of the Rules made under the Real Estate Services Act requires a brokerage to maintain a copy of all written disclosures and any related acknowledgements under Division 2 Part 5 of the Rules.

CONSUMER PRIVACY NOTICE

A real estate professional is providing you with this form because they are required to do so by the Rules made under the Real Estate Services Act (the "Rules"). You are not required to provide your name or signature on this form. However, the real estate professional you are dealing with may ask you to do so in order to document that they have provided you with this form as required by the Rules. The real estate professional will provide a copy of this form (including any personal information you have provided such as your name or signature) to their brokerage. The Real Estate Council of BC, the provincial body responsible for regulating real estate professionals, may review this form for the purpose of monitoring compliance with the Rules.

If you have any questions regarding the Real Estate Council of BC's collection and use of your personal information, please contact:

Privacy Officer, Real Estate Council of BC, 900-750 West Pender Street, Vancouver, BC, V6C 2T8; telephone: 604.683.9664 or toll-free at 1.877.683.9664; email: privacy@recbc.ca

A COPY OF THIS DISCLOSURE IS NOT REQUIRED TO BE PROVIDED TO THE REAL ESTATE COUNCIL OF BC UNLESS IT IS SPECIFICALLY REQUESTED.

# Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.

It is recommended that the Individual Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: .....

Sales Representative/Broker Name: .....

Date Information Verified/Credit File Consulted: .....

## A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

- 1. Full legal name of individual: .....
- 2. Address: .....
- 3. Date of Birth: .....
- 4. Nature of Principal Business or Occupation: .....

### A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

- 1. Type of Identification Document\*: .....
- 2. Document Identifier Number: ..... (must view the original and have a photo. see CREA's FINTRAC materials on REALTOR Link® for examples)
- 3. Issuing Jurisdiction: ..... (insert applicable Province, Territory, Foreign Jurisdiction or "Canada") Country: .....
- 4. Document Expiry Date: ..... (must be valid and not expired)

### A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

- 1. Name of Canadian Credit Bureau Holding the Credit File: .....
- 2. Reference Number of Credit File: .....

### A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.

- Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth\*
  - Name of Source: .....
  - Account Number\*\*: ..... (must be valid and not expired; must be recent if no expiry date)
- Verify the individual's name and address by referring to a document or source containing the individual's name and address\*
  - Name of Source: .....
  - Account Number\*\*: ..... (must be valid and not expired; must be recent if no expiry date)
- Verify the individuals' name and confirm a financial account\*
  - Name of Source: .....
  - Financial Account Type: .....
  - Account Number\*\*: .....

\*See CREA's FINTRAC materials on REALTOR Link® for examples. \*\* Or reference number if there is no account number.



# Individual Identification Information Record

## A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

### 1. Measures taken to Ascertain Identity *(check one)*:

- Asked unrepresented individual for information to ascertain their identity
- Other, explain: .....

Date on which above measures taken: .....

### 2. Reasons why measures were unsuccessful *(check one)*:

- Unrepresented individual did not provide information
- Other, explain: .....

## B. Verification of Third Parties

NOTE: Only complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

### B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, or there is no third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? *(check one)*:

- Yes
- No

Measures taken *(check one)*:

- Asked if client was acting on behalf of a third party
- Other, explain: .....

Date on which above measures taken: .....

Reason why measures were unsuccessful *(check one)*:

- Client did not provide information
- Other, explain: .....

Indicate whether there are any other grounds to suspect a third party *(check one)*:

- No
- Yes, explain: .....

### B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party: .....
2. Address: .....
3. Date of Birth: .....
4. Nature of Principal Business or Occupation: .....
5. Incorporation number and place of issue *(if applicable)*: .....
6. Relationship between third party and client: .....

# Individual Identification Information Record

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NOTE: Only complete Sections C and D for your clients.

## C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

### Low Risk

- Canadian Citizen or Resident Physically Present
- Canadian Citizen or Resident Not Physically Present
- Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident
- Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- Other, explain:

### Medium Risk

- Explain:

### High Risk

- Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

# Individual Identification Information Record

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## D. Business Relationship

(ask your Compliance Officer when this section is applicable)

### D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- Residential property
- Residential property for income purposes
- Commercial property
- Land for Commercial Use
- Other, please specify: .....

### D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

### D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.



## **Draft Retention Policy**

Personal information collected is for business transaction purposes only, to identify potential tenants and establishing potential tenants eligibility. The organization receiving the personal information must use or disclose it only for those purposes for which it was collected.

If a tenancy is not secured, the organization that received the information for the transaction must return or destroy any personal information collected except personal information that is required to be kept by law in accordance with a written agreement that expressly incorporates the above rules.

The Tenant hereby consents to the collection, use and disclosure by the Brokerage, and by the managing broker, representatives of Ridge Meadows Property Management for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Privacy Notice and Consent

## **Draft Privacy Policy**

It is our policy to only collect, use and disclose Personal Information that is necessary to fulfill our purposes as Property Managers. We will not collect, use or disclose information except for the identified purposes unless we seek further consent from the individual.

If we retain another organization to do work for us that involves providing them with Personal Information, we will ensure that the other organization commits to providing services that adhere to this Privacy Policy.

We will disclose Personal Information where authorized to do so by *PIPA* and where required by law.

We will not sell or rent Personal Information to anyone.