

# Confirmation of Co-operation and Representation Tenant/Landlord

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# Confirmation of Co-operation and Representation Tenant/Landlord

*GENERAL USE: This Form is used to indicate to all parties involved the specific types of relationships that exist in their real estate transaction. The Form is used to set up an arrangement between brokerages and is acknowledged by the parties.*

*The initial section identifies the parties and the premises. In addition, there are certain definitions that will apply to the terms in the Form.*

**TENANT:** .....

**LANDLORD:** .....

For the lease of the premises known as: .....

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Landlord" includes a lessor, seller or vendor or a prospective landlord or lessor, seller or vendor and "Tenant" includes a lessee, buyer or purchaser or a prospective lessee, buyer or purchaser and "lease" includes a sale, and "Agreement to Lease" includes an Agreement of Purchase and Sale. Commission shall be deemed to include other remuneration.

*This paragraph is a confirmation of the information in the Form and that if there is a co-operating brokerage, the brokerages agree to co-operate with each other based on the terms in the Form.*

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

*DECLARATION OF INSURANCE: This declaration confirms that there is insurance in place as required by law.*

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

## 1. LISTING BROKERAGE

*This section sets out that the Landlord is being represented by the Listing Brokerage and further, depending on the choice, that the Tenant is either, not a client or a customer of the Listing Brokerage, or is a customer of the Listing Brokerage.*

- a)  The Listing Brokerage represents the interests of the Landlord in this transaction. It is further understood and agreed that:
  - 1)  The Listing Brokerage is not representing or providing Customer Service to the Tenant.  
(If the Tenant is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
  - 2)  The Listing Brokerage is providing Customer Service to the Tenant.

*This section sets out the parameters of Multiple Representation. This occurs when the Brokerage represents the Tenant and Landlord on the trade. There are certain requirements in law that this section fulfills, including getting the consent of all the parties. The section goes on to confirm that in these circumstances, there is certain information that will remain confidential. There is also place below for disclosure when the Brokerage is representing more than one Tenant.*

- b)  **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Tenant Representation Agreement with the Tenant and represents the interests of the Landlord and the Tenant, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Landlord and the Tenant in this transaction. The Listing Brokerage has a duty of full disclosure to both the Landlord and the Tenant, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Landlord may or will accept less than the listed price, unless otherwise instructed in writing by the Landlord;
- That the Tenant may or will pay more than the offered price, unless otherwise instructed in writing by the Tenant;
- The motivation of or personal information about the Landlord or the Tenant, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Tenant should offer or the price the Landlord should accept;
- And; the Listing Brokerage shall not disclose to the Tenant the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Landlord and Tenant to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Tenant offering on this property.)

.....  
.....  
.....

### INITIALS OF TENANT(S)/LANDLORD(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)



TENANT



CO-OPERATING/TENANT BROKERAGE



LANDLORD



LISTING BROKERAGE

2. **PROPERTY LEASED BY TENANT BROKERAGE - PROPERTY NOT LISTED:** The following option is taken when the Brokerage is working with the Tenant in the process of leasing a property that is not listed. There is also a place below for disclosure when the Brokerage is representing more than one Tenant.

**2. PROPERTY LEASED BY TENANT BROKERAGE – PROPERTY NOT LISTED**

- The Brokerage .....represent the Tenant and the property is not listed with any real estate brokerage. The Brokerage will be paid  
(does/does not)  by the Landlord in accordance with a Landlord Customer Service Agreement  
or:  by the Tenant directly

Additional comments and/or disclosures by Tenant Brokerage: (e.g., The Tenant Brokerage represents more than one Tenant offering on this property.)

**3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**

**CO-OPERATING BROKERAGE - REPRESENTATION:**

*This choice indicates that the Co-operating Brokerage is representing the Tenant.*

- a)  The Co-operating Brokerage represents the interests of the Tenant in this transaction.

*This choice indicates that the Co-operating Brokerage is not representing the Tenant and the Tenant is a Customer of the Co-operating Brokerage.*

- b)  The Co-operating Brokerage is providing Customer Service to the Tenant in this transaction.

*This choice indicates that the Tenant is neither a client nor customer of the Co-operating Brokerage.*

- c)  The Co-operating Brokerage is not representing the Tenant and has not entered into an agreement to provide customer service(s) to the Tenant.

**CO-OPERATING BROKERAGE - COMMISSION:**

*This option sets out that the Co-operating Brokerage will receive a commission as stated on the MLS® System.*

- a)  The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property  
..... to be paid from the amount paid by the Landlord to the Listing Brokerage.  
(Commission As Indicated In MLS® Information)

*This option sets up the amount of commission to be paid as determined by sources other than MLS® System.*

- b)  The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Tenant offering on this property.)

Commission will be payable as described above, plus applicable taxes.

*The following section provides that commission to be paid will be processed through certain trust accounts.*

**COMMISSION TRUST AGREEMENT:** If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Landlord. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

.....  
(Name of Co-operating/Tenant Brokerage)  
.....  
Tel: ..... Fax: .....  
.....  
(Authorized to bind the Co-operating/Tenant Brokerage) (Date)  
.....  
(Print Name of Salesperson/Broker/Broker of Record)

.....  
(Name of Listing Brokerage)  
.....  
Tel: ..... Fax: .....  
.....  
(Authorized to bind the Listing Brokerage) (Date)  
.....  
(Print Name of Salesperson/Broker/Broker of Record)

*Where there is Multiple Representation as noted above, e.g., the Listing Brokerage also represents the Tenant, then the Tenant and Landlord would initial the oval to signify their consent.*

**CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)**

The Tenant and Landlord consent with their initials to their Brokerage representing more than one client for this transaction.

.....  
INITIALS OF TENANT(S)

.....  
INITIALS OF LANDLORD(S)

**ACKNOWLEDGEMENT**

I have received, read, and understand the above information.

..... (Signature of Tenant) ..... (Date) ..... (Signature of Landlord) ..... (Date)  
..... (Signature of Tenant) ..... (Date) ..... (Signature of Landlord) ..... (Date)

