

[date]

[client's name]  
[client's address]

Dear [client's name],

**re: Sale of home**

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Thank you very much for retaining me in the sale of your home. There are several documents involved in any sale, and I would like to take a moment to go through them with you:

1. Legal description: this is the description, in words, of your land. It is a schedule to a deed and/or mortgage, and I will need it to prepare your deed. If you have a copy of the closing documents for your purchase, please provide them to me. If not, please let me know as soon as possible.
2. Plot plan: If you have a copy of this, as well, please let me know.
3. Agreement of purchase and sale: This is the document which regulates your rights and responsibilities in your sale. Please read it carefully.
4. Direction to pay and residency declaration: this is an authorization to receive funds in trust and to pay them out as required, and a certificate that you are Canadian residents. I will ask you to sign this in my office.
5. Deed: This is the actual transfer of land, which I will ask you to sign in my office.
6. Keys: I will ask you to drop at least one of these into my office prior to closing; it is usually most convenient to leave the rest with an agent or on the counter when you are through with them.
7. Migration documents: this is a series of documents required to transfer, or migrate, your property from the Registry of Deeds system to the electronic Land Registration system, as required in this type of transaction if not already done. I will return to that below.

You should also make arrangements directly with Nova Scotia Power and any utility or service other than water (e.g. cable) to switch these accounts out of your name on the date of closing. Water is automatically transferred with ownership.

Finally, I want to spend a moment discussing adjustments. These are additions to and subtractions from the purchase price, which take place at the date of closing. That means that the amount of money that will be required on the closing date will not be as shown on the purchase and sale agreement, but an amount greater or lesser than that. The amount will be known prior to closing.

These adjustments include:

1. Taxes: Real estate taxes are adjusted so that any amount which has been prepaid by the vendor is a credit to them and added to the purchase price, while any amount that is attributable to a period before closing and which has not been paid by the vendors will be a credit to you and deducted from the purchase price. Normally, unpaid taxes are paid to the end of the assessment year (March 31) and adjusted on that basis.
2. Fuel oil: The Agreement of Purchase and Sale requires adjustments for fuel oil at closing. This only applies if your property is serviced by oil, gas, etc. Because partially filled tanks are difficult to gauge, the standard practice is to have the tank full at the date of closing, with a top up slip provided to us; the cost of the oil is then added to the purchase price. You will have to arrange for this and to provide me with a copy of the top-up slip so that I can provide it to the purchaser's lawyer. Although we will be asking for a copy of the receipt, you will be responsible for direct payment of this account unless otherwise arranged.
3. Deposit: Any deposit will be deducted from the amount due at closing. This adjusted amount is not the amount that you will receive. This is also subject to adjustments, which include:
  - a) Mortgage: I will be paying out any mortgage on closing and recording the release in due course.
  - b) Taxes: I will be paying any outstanding taxes and water rates. We pay this on closing as a disbursement.
  - c) Commission: The balance of any realtor's commission will be paid at closing. We add this to our account and pay it on closing as a disbursement. The realtor will keep any deposit and we will remit the balance, with HST.
  - d) Migration: The purchase and sale agreement provides that the property is to be converted from our old Registry of Deeds system to Land Registration at your expense. This is a mandatory step any time a property is sold for value, among other things.

This process involves several steps:

i) We will be asking you to confirm that the provincial mapping graphics generally correspond to the configuration of your lot and the abutters (neighbours); the provincial map is not a survey and not intended to be one; if, however, there are material errors in the map (such as, for example, it being in the wrong location or does not reflect a portion added to or subdivided out of another parcel), you must bring this to my attention when we meet;

ii) We will be asking you to sign two forms: the first formalizes your instruction to convert the parcel to land registration, and the second is an affidavit confirming your residency in the Province (or non-residency, as the case may be), and occupancy of the parcel. If there are any encroachments from or onto your land (in other words, if anyone is over your boundary lines as you understand them to be, or vice-versa), please let us know the particulars by calling me and I will walk you through the information I will need to complete this form accurately; you will be declaring it under oath and so accuracy is crucial. In most instances, of course, there are no such encroachments so I will prepare the affidavit accordingly unless you advise to the contrary;

iii) We will be preparing a multi-page opinion of title which is our certification to the Land Registry system; doing so may involve updating the description of your property in some ways, and also involves a full title search (we cannot rely on a search done for you at the time of purchase if it was done by another firm).

There are several steps to processing the migration, both on paper and online, and these are steps we complete prior to closing.

I confirm that the cost of doing this will be \$1000 plus tax, for a total of \$1150.

e) Other costs: These are additional costs which are required to be paid at the time of closing. These include photocopying, search fees, legal fees, facsimiles, release registration and the like. I confirm our quote of \$400 plus HST, commission, and any recording fees, property taxes, etc.

I will be providing you with a statement of trust showing the amount of money received and its disposition.

Finally, a note on identification. When we meet (and before we process any trust funds), I will need to verify your identity, even if I have acted for you in the past. This is a requirement under the Legal Profession Act. While how we do this can vary, in general terms I will need at least two pieces per person of official (usually governmental) ID as well as confirmation of your full names, (current) addresses, dates of birth, phone numbers (home and work) and occupations. Most people find it convenient to bring in

two of the following: driver's license, passport, health card, etc. If you lack two of these, please let me know as soon as possible in order to effect appropriate arrangements; for example, other secondary IDs which may be accepted by relevant institutions are citizenship cards, OAS cards, firearms licenses, and photo employee IDs. I ask for SIN numbers only as a very last resort.

Again, thank you for retaining me, and I look forward to receiving the required information.

Yours very truly,

[your name]