

**REPORTING LETTER (FOR SAMPLE USE ONLY)**

Mr. John Barker & Ms. Jane Smith  
123 Patterson Road, Hamilton, ON  
Closing Date: May 30, 2017

Dear Mr. Barker & Ms. Smith

Re: Your purchase from Allen/Snowden  
123 Patterson Road, Hamilton  
Lot 21, Plan 62M521

---

We are pleased to now submit our reporting letter in relation to your purchase of the above property, which transaction was completed on May 30, 2017.

**PROPERTY**

Upon closing, you obtained title to the following property:

|                                    |                                  |
|------------------------------------|----------------------------------|
| Municipal Address:                 | 123 Patterson Road, Hamilton, ON |
| Legal Description:                 | Lot 21, Plan 62M521              |
| Property Identification Number(s): |                                  |

**TITLE**

As reported in more detail below, you instructed us to obtain a title insurance policy in your favour in lieu of receiving our opinion as to the title of the property.

Title to the property was taken in the following manner:

**Full Name**

**Birthdate**

BARKER, JOHN  
SMITH, JANE  
as joint tenants

We are enclosing herewith the duplicate registered Transfer/Deed, the original of which we registered on your behalf on May 30, 2017 as Instrument No.

**TITLE INSURANCE**

In accordance with your instructions, your title to the property is protected under a title insurance policy issued by Stewart Title Guaranty Company as Policy No.

The policy insures you against enumerated Covered Title Risks existing on the Closing Date and in some cases, arising thereafter. The policy is for actual loss up to the full amount of the purchase price. The policy is also subject to certain exclusions such as environmental matters or matters that were known to you prior to closing. Schedules identifying the property and the insured, and listing additional exceptions as well as affirmative assurances relating to matters not covered, excluded or excepted, are attached to the title insurance policy. Your copy of the policy, including Schedules, is enclosed with this report.

Should you ever be required to file a claim, it is important that you follow the procedures set out in the policy.

### **FIRST MORTGAGE ARRANGED**

|                   |   |
|-------------------|---|
| Mortgagee:        | Royal Bank of Canada  |
| Address:          | 10 York Mills Road, 3 <sup>rd</sup> Floor Toronto, ON M2P 0A2 |
| Loan Number:      | 14601463001   |
| Principal:        | \$293,390.02  |
| Interest Rate:    | 2.59%   |
| Regular Payments: | \$306.35  |
| Payments Due:     | On Demand   |

The Standard Charge Terms filed as Number 201501 are incorporated by reference into this mortgage.

### **RELIANCE HOME COMFORT**

As per the Agreement of Purchase and Sale, it was agreed that you would assume the rental contract with Reliance Home Comfort for the hot water tank, furnace and air conditioning unit. Reliance Home Comfort has a Notice of Security Interest registered on the property to secure the equipment being rented and installed at the property.

A copy of the consumer home comfort rental agreement is enclosed for your records. The monthly rental payment is \$139.99 plus HST (\$18.20) for a total monthly payment amount of \$158.19.

In addition to the monthly payment amount, Reliance charged a fee of \$110.00 for the assumption of the rental contract and the registration of the Postponement. Should you require additional information or having any questions with respect to the contract please contact Reliance directly.

## **POSTPONEMENTS**

In order for the first mortgage from Royal Bank of Canada to be in their respective priority on title, they required the Notice of Security Interest to be postponed to each mortgage.

Reliance Home Comfort registered a postponement on your behalf, copies of which are enclosed herewith.

## **INSURANCE**

It is of the utmost importance to maintain adequate fire and liability coverage on the property and we wish to confirm that you arranged fire insurance effective from the date of closing. Although it is recommended that the amount of coverage be for replacement cost, it is necessary to maintain, at the very least, coverage in an amount not less than the aggregate secured by any mortgages on the property from time to time, and, in addition, the interests of such mortgagees must be noted on the policy.

According to information provided to our office, particulars of the fire insurance coverage which you arranged are as follows:

Insurer:

Broker:

Address:

Policy No.:

Expiry Date:

Coverage:

## **EXECUTIONS**

A creditor who has a judgement against a debtor which remains unsatisfied may file a writ of execution which binds the debtor's interest in land. Prior to closing, we searched executions against the vendors and we can advise as follows:

With respect to the vendors, Richard Frederick Allen and Brenda Bernice Snowden, no writs of execution were found.

The mortgage lender also required us to search executions against you and we can advise as follows:

With respect to John Barker and Jane Smith, no writs of execution were found.

## **LAND TRANSFER TAX**

In addition to legal fees and disbursements, you were required to pay on closing a Land Transfer Tax (LTT) to the Province of Ontario. Based on a purchase price of \$368,300.00, the amount of LTT payable was \$1,999.75. We collected this amount from you prior to closing and submitted same to the Provincial Government upon registration of the Transfer.

## **STATEMENT OF ADJUSTMENTS**

The Statement of Adjustments sets out closing adjustments between you and the vendor, calculated as at May 30, 2017.

The Statement reflects a credit to the vendor in the amount of \$368,300.00, being the sale price of the property, and a credit to you for the deposit monies of \$10,000.00.

REALTY TAXES - For the purpose of adjustments, the 2017 taxes were estimated to be \$3,150.00, based on a 3.00% increase over the 2016 tax bill of \$3,000.00. Since the vendor's prorated share of the taxes, for the period from January 1, 2017 to May 30, 2017, amounted to \$1,285.89 whereas the vendor had paid \$1,200.00 on this account, you received credit in the Statement of Adjustments with the sum of \$85.89.

BALANCE DUE ON CLOSING - After accounting for the foregoing adjustments, you were required to pay the balance due on closing in the amount of \$358,214.11

## **REAL ESTATE TAXES**

As can be seen from the Statement of Adjustments, the vendors did not pay all instalments under the Interim tax bill and accordingly, your responsibility for payment of taxes commences therewith.

You should remit instalments as follows to the Tax Department for the City of Hamilton:

## **ENCLOSURES**

We are enclosing the following documents:

- Duplicate registered Deed
- Statement of Adjustments.
- Consent to Joint Retainer.
- Title Insurance Acknowledgement.
- Undertaking to Re: Adjust.
- Direction re: Title.
- Acknowledgement and Direction re: Transfer.
- Copy of first mortgage.
- Direction.

First mortgage Standard Charge Terms  
Statutory Declaration.  
Acknowledgement and Direction re: Charge.  
Consent to Act re: Conflict.  
Direction.  
Acknowledgement and Direction re: Charge.  
Reliance Assumption Agreement Documents.  
Registered Postponement re: First Mortgage.  
Acknowledgement and Direction re: Postponement to First Mortgage.  
Fire insurance policy.  
Stewart Title Guaranty Company title insurance Policy No.  
Our Statement of Account.  
Our Trust Ledger Statement.

We trust that this transaction has been completed to your satisfaction and if you have any questions or comments, please do not hesitate to contact our office.

Yours very truly,