Sample Residential Sale Retainer Agreement

This document should be adapted to suit your practice and the matter for which it is being used. See endnote.

[LETTERHEAD]

[Date]

VIA E- MAIL: [email address]

[Vendor]
[Address]
[Address]
[Address]

Dear [Vendor]:

Re: ***[Vendor] sale to [Purchaser]***
[Property address]
[Legal description]
[Closing date]
Our File Number [File Number]

We are in receipt of your agreement of purchase and sale for the above-noted transaction and are pleased to act for you with respect to your sale. Thank you for the opportunity to assist you with this matter. This letter has important information in it. Please read it all thoroughly. Failure to deal with the items set out below might mean your sale cannot be completed on its scheduled closing date.

We require some preliminary information from you regarding your sale and we therefore request that you complete the enclosed questionnaire ***[remove this if your firm does not have a questionnaire]*** and return it to us at your earliest convenience.

Commented [RL1]: Are we providing a sample questionnaire?

Commented [SV2R1]: Not something I am working on currently, but perhaps at a later time. I would like to leave the language there because most lawyers have a questionnaire.

Should you have any questions in connection with this transaction, please telephone me or the **[law clerk/legal assistant]** assisting me in this transaction. **[law clerk/legal assistant]**'s telephone number is **[phone number]**.

CLOSING DATE

The transaction is scheduled to close on **[closing date]**. If this date is incorrect, please advise our office immediately. Please telephone me or **[law clerk/legal assistant]** the real estate clerk assisting me in this transaction, should you have any questions in connection with this transaction. **[Law Clerk/legal assistant]**'s direct telephone number is **[phone number]**.

The Purchaser's lawyer has until **[time]**p.m. on the day of closing to complete this transaction. Therefore, you may not receive the net sale proceeds until the end of the day or the morning of the next business day.

® 2026 LAWPRO and PracticePRO are registered trademarks of Lawyers' Professional Indemnity Company.

LEGAL FEES AND DISBURSEMENTS

We confirm that our legal fees for a standard sale transaction of average complexity with up to one mortgage are $**[XXX]** plus disbursements and HST ***[insert if fees are different for private mortgages]*****.** Legal fees and disbursements for the preparation or registration of agreements, additional mortgage or personal account payments, powers of attorney, transmission or survivorship applications or for negotiations or transactions that are complex will be charged in addition to the standard fees quoted above. Disbursements typically amount to $**[XXX]**.

JOINT RETAINER ***[use if there are two or more sellers]***

We confirm that in acting for both you, as Sellers, any information we receive from either of you regarding the sale transaction cannot be kept confidential from the other. Should a conflict of interest arise between yourselves that cannot be resolved, it may be necessary for us to stop acting for you. We will be asking you to sign an acknowledgement of this joint retainer as part of the closing documents.

EXISTING MORTGAGE/LINE OF CREDIT

We will require details regarding any existing mortgage or line of credit currently secured against the property in order to request a discharge statement. Please provide the name and address of the lender, as well as the reference or account number(s) as soon as possible, preferably by providing us with your latest statement from the lender.

We note that additional fees of $**[XXX]** plus HST will be applicable if a discharge statement is not received by our office within **[XX]** hours of the closing date or not received by the closing date requiring postponement of the closing date.

RENTAL EQUIPMENT

If there is any rental equipment in the property to be assumed by the Buyer (for example, hot water tank, furnace, HVAC equipment), please provide a copy of the rental contract. If you do not have a copy of the rental contract, please provide the name and contact information for the service provider, as well as the account number as soon as possible.

SURVEY/REFERENCE PLAN

Please provide us with any survey or reference plan for the property that you have in your possession. If you do not have one, please let us know as soon as possible.

UTILITIES

We will not be notifying the utility providers of this sale. We recommend that you contact the relevant utility companies to ask for the meters to be read on closing, with the final bills to be sent to you. If your property is heated by fuel oil or propane, we will need the name and contact information of your provider.

This document should be adapted to suit your practice and the matter for which it is being used.
® 2026 LAWPRO and PracticePRO are registered trademarks of Lawyers' Professional Indemnity Company.

SIGNING AND IDENTIFICATION

There will be documents for you to sign in order to complete this transaction. **[Law clerk/legal assistant]** will contact you to arrange an appointment. Our standard practice is to conduct the signing meeting virtually, **[XXXX]** days prior to the closing date. If you would prefer to meet in person, please let us know and we are happy to accommodate.

If you have not already completed a virtual ID verification, please do so immediately. If you have not received the notification to complete the ID verification, please advise. Please note that we are required to keep copies the ID verification report in our file.

Once we have received the purchaser's closing documents, we will contact you to arrange an appointment to meet with us, at which time you will need to provide us with at least one key to the property. Alternatively, you may provide us with the code to a lock box containing a key to the property.

At this meeting, we will review with you the calculation of the net sale proceeds available to you following completion of the sale transaction. This amount will be the balance received from the purchaser less any amounts owing for mortgages, property tax arrears, real estate commission, legal fees and estimated disbursements. A full statement of account will be sent to you following closing.

CHANGE OF ADDRESS

Please provide us with your post-closing mailing address. We are required to insert an "address for service" in the Transfer/Deed.

It is your responsibility to promptly notify important parties such as any financial institutions that you deal with as well as ServiceOntario (driver's licence and health card) of your change of address. If you are a director or officer of a corporation, you should also update the Ontario Business Information System.

FRAUD ALERT

To prevent fraud and ensure the safe and accurate receipt, release, and transfer of any funds, the following steps will always be taken to safeguard such assets:

1. We will only accept funds from you by way of:
   - ☐ Electronic funds transfer to our trust account numbered _____
   - ☐ Wire transfer to our trust account numbered _____
   - ☐ Certified cheque delivered to us at _____
   - ☐ Additional method of funds or asset transfer_____

This document should be adapted to suit your practice and the matter for which it is being used.
® 2026 LAWPRO and PracticePRO are registered trademarks of Lawyers' Professional Indemnity Company.

2. We will only transfer funds to you by way of:
   - ☐ Electronic funds transfer to your account numbered _____
   - ☐ Wire transfer to your account numbered _____
   - ☐ Certified cheque delivered to you at _____
   - ☐ Additional method of funds or asset transfer_____

3. You should not expect to receive any revised instructions for the transfer of funds from us. If you receive any written communication advising of such a change that appears to come from us, immediately contact us at **[insert telephone number]** to verbally confirm these changes.

4. If we receive any changes to your contact information, or any changes to the instructions for the transfer of funds as set out above, we will not act on these changes until we have verbally confirmed the new instructions in person or by calling you at the following phone number: **[insert phone number]**

We regularly communicate with our clients by email, and it is important to appreciate that email is not a secure means of communication. This means an unauthorized person may be able to intercept an email while it is transmitted over the internet. If you are not comfortable with the use of unsecure emails on your matter, then please speak to us about providing a security solution for email transmissions.

Yours truly,

[LAW FIRM]

Per: [Lawyer]
/
Encl

The undersigned has read and understood the terms of this Retainer Agreement and by signing below agrees to be bound by such terms.

Legal name of clients:
Signatures:

Date:
Mailing address:

Name of Primary Contact:

Conflict check:
(List the names of all other parties involved
in the transaction or matter)

This document should be adapted to suit your practice and the matter for which it is being used.
® 2026 LAWPRO and PracticePRO are registered trademarks of Lawyers' Professional Indemnity Company.

NOTE & DISCLAIMER: Model retainers are provided by LAWPRO for your consideration and use when you draft your own documents. They are NOT meant to be used "as is." Their suitability will depend upon a number of factors, such as the current state of the law and practice in each area of law, your writing style, your needs, and the needs and preferences of your clients. These documents may need to be modified to correspond to current law and practice. These documents do not establish, report, or create the standard of care for lawyers. The material is not a complete analysis of any of the topics covered, and readers should conduct their own appropriate legal research.

Retainer letters or agreements should include reference to the following:

- identity of the lawyer and the client;
- scope of service (is your work to be limited in any way?);
- obligations of client;
- delegation of work;
- expected chronology;
- fee arrangement;
- billing format;
- rate changes;
- withdrawal or termination of services; and
- conflicts of interest.

This template is adapted, with permission, from a retainer agreement originally drafted by MacLennan Serratore LLP. LAWPRO gratefully acknowledges the firm's contribution.

This document should be adapted to suit your practice and the matter for which it is being used.
® 2026 LAWPRO and PracticePRO are registered trademarks of Lawyers' Professional Indemnity Company.