

COOLING-OFF PERIOD, TERMINATION DISCLOSURE, AND INFORMING AND PROTECTING BUYERS OF NEW HOMES

Consultation Paper

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Introduction

The Ministry of Public and Business Service Delivery and Procurement (the ministry) is seeking input on proposals that would:

1. Implement a 10-day cooling-off period for buyers of new freehold homes by:
 - a. changing regulations;
 - b. updating the addenda to agreements of purchase and sale (the addenda); and
 - c. requiring builders to provide a new information sheet to buyers of new freehold homes.
2. Provide for the disclosure of new freehold home purchase agreement terminations on the Ontario Builder Directory through changes to regulations.
3. Require builders to provide information sheets to buyers of:
 - a. new vacant land condominium homes; and
 - b. new freehold homes on parcels of tied land.
4. Require builders to provide an addendum to buyers of new vacant land condominium homes that apply specifically to vacant land condominium home purchases.

Please submit your input by **September 16, 2024**, by emailing NewHomes@ontario.ca.

The ministry anticipates that the changes, if approved, would come into force in 2025. Subscribe to NewHomes@ontario.ca to receive updates about the in-force date.

1. Cooling-off period for buyers of new freehold homes

Context

Buying a new home may be one of the most significant financial decisions that a person makes in their lifetime. A 10-day cooling-off period exists under the [Condominium Act, 1998](#) for buyers of new condominium units.

Currently, buyers of new freehold homes may have a contractual cooling-off period provided in a document referred to as the “addendum” that builders must attach to their purchase agreements. However, this contractual cooling-off period is only available if the purchase agreements include certain conditions that could result in the agreements’ termination before the purchase is completed. The contractual requirements are located in the [freehold addenda](#).

Changes to the [New Home Construction Licensing Act, 2017](#) (Licensing Act) received Royal Assent on June 6, 2024, to help buyers of new freehold homes make more informed and confident

purchasing decisions by giving them a statutory 10-day cooling-off period. During the new cooling-off period, a buyer of a new freehold home may cancel (‘rescind’) their purchase agreement without penalty.

The cooling-off period would start once the buyer receives a copy of their purchase agreement (as well as other information required by regulation). A buyer would also not be legally bound by their purchase agreement until they receive the information required by regulation.

A builder who receives a buyer’s written notice to cancel their purchase agreement during the cooling-off period would have to promptly refund to the buyer all money received towards the purchase of the home, together with interest on the money calculated at the rate determined by regulation, from the date the builder received the money until the date the builder refunds it.

The changes to the New Home Construction Licensing Act, 2017 are available on the [Legislative Assembly of Ontario’s](#) website.

Proposals

To implement the 10-day cooling-off period for purchases of new freehold homes, the ministry is proposing to make the following changes in regulations. The changes would come into force at the same time as the legislative amendments:

Description of proposed regulatory changes	
Proposed changes would:	Additional information:
<ul style="list-style-type: none"> ● Require builders to: <ul style="list-style-type: none"> ○ provide buyers of new freehold homes with an information sheet; ○ ensure that the information sheet forms part of the purchase agreement; and ○ ensure that it is completed by the buyer and the builder. ● Provide that the 10-day cooling-off period only begins when the buyer receives a copy of all of the following: <ul style="list-style-type: none"> ○ the executed purchase agreement; ○ the information sheet for buyers of new freehold homes that is signed by both the buyer and builder; and ○ the required addendum that is signed by both the buyer and the builder. 	<ul style="list-style-type: none"> ● The information sheet would inform the buyer about how the cooling-off period works and other important information about buying a new freehold home that they should consider when reviewing their purchase agreement during the 10-day cooling-off period. ● The information sheet would be similar to the existing information sheet for buyers of new condominium units. ● To ensure that the cooling-off period cannot be avoided by not providing the buyer with the information sheet or the required addendum, the purchase agreement would only be binding on the buyer when the buyer receives the signed copy of the information sheet and the required addendum. ● The addenda include important requirements and information, such as

	<p>the status of approvals required for the new home to be completed, and the closing or occupancy dates</p>
<ul style="list-style-type: none"> • Ensure the cooling-off-period does not apply to: <ul style="list-style-type: none"> ○ a construction contract; ○ a purchase of a new freehold home on a unit in a vacant land; condominium corporation; and ○ a purchase of a new freehold home on a parcel of tied land. 	<ul style="list-style-type: none"> • The cooling-off period would not apply to construction contracts because the buyer is in a position to take the time to review their contract before entering into it since the buyer already owns the land on which a new home is to be constructed. • The cooling-off period would not apply to purchases of a new home to be built on a unit in a vacant land condominium corporation and on a parcel of tied land since a buyer of those homes is already provided with a 10-day cooling-off period under the Condominium Act, 1998.
<ul style="list-style-type: none"> • Require that the rate of interest on the money that builders must refund to buyers who cancel their purchase agreement during the cooling-off period be: <ul style="list-style-type: none"> ○ for the period from April 1 to September 30 of each year, 2 percent per annum below the bank rate at the end of March 31 of that year; and ○ for the period from October 1 of each year to March 31 in the following year, 2 percent per annum below the bank rate at the end of September 30 immediately before that October. 	<ul style="list-style-type: none"> • The proposed rate of interest that must be paid to buyers who cancel their purchase agreement during the new freehold home cooling-off period is identical to the one that must already be paid to buyers who cancel their agreement during the cooling-off periods that apply to purchases of new condominium units under the Condominium Act, 1998. • This would ensure consistent interest rate requirements apply to the refunds required under the cooling-off periods for both new condominium and freehold homes.
<ul style="list-style-type: none"> • Permit the Home Construction Regulatory Authority (HCRA) to impose an administrative penalty of a maximum of \$50,000 for a builder’s failure to ensure the completion of the new information sheet and provide the sheet to buyers of a new freehold home or comply with other requirements in regulation for the sheet. <ul style="list-style-type: none"> ○ The HCRA would also be able to impose an additional penalty equal 	<ul style="list-style-type: none"> • The proposed regulation would make it clear that the HCRA can impose administrative penalties when a builder does not give buyers of new homes information that is required in regulation. • The HCRA can already impose a maximum \$50,000 administrative penalty for a builder’s failure to comply with requirements in regulation related

<p>to the amount of the monetary benefit the builder received by contravening their obligation.</p>	<p>to the information sheet for buyers of new condominium units and the addenda.</p>
<ul style="list-style-type: none"> • Create a new provision in the Code of Ethics that requires that money paid be returned, with interest, to buyers when required in an agreement between a buyer and a builder, or when otherwise required by law. • Permit the HCRA to impose an administrative penalty of a maximum of \$50,000 for contravening that requirement. <ul style="list-style-type: none"> ○ The HCRA would also be able to impose an additional penalty equal to the amount of the monetary benefit the builder received by contravening their obligation. 	<ul style="list-style-type: none"> • The proposed regulation would make it clear that the HCRA can impose administrative penalties for a builder’s failure to return the money it has received from a buyer as required by law, or in an agreement the builder has entered into with a buyer.
<ul style="list-style-type: none"> • Require new versions of the addenda to be used for purchase agreements entered into on or after the day the new addenda would come into force. 	<ul style="list-style-type: none"> • The addenda would be updated to remove the more limited contractual cooling-off period. This would ensure that the addenda do not conflict with the statutory 10-day cooling-off periods under the Licensing Act, and the Condominium Act, 1998.

2. Disclosure of terminated purchase agreements for new freehold homes

Context

In 2022, amendments were made to [Ontario Regulation 627/20](#) under the Ontario New Home Warranties Plan Act (Warranties Act), which enables Tarion to collect information about condominium purchase agreement terminations from new home builders. Tarion reports information about certain condominium purchase agreement terminations (when the termination is unrelated to a fault of the buyer) to the Home Construction Regulatory Authority (HCRA) for publication in the [Ontario Builder Directory](#). This requirement has been in force since January 1, 2023.

Proposal

The ministry is proposing to develop regulations under the Ontario New Home Warranties Plan Act to provide similar disclosure requirements for terminations of purchase agreements for new freehold homes:

Description of proposed regulatory changes	
Proposed changes would:	Additional information:
<ul style="list-style-type: none"> Clarify the authority of Tarion’s registrar to require that builders report terminations of freehold home purchase agreements to Tarion, including the reason for the termination. Require Tarion to report terminations of certain freehold home purchase agreements (specifically, that are unrelated to the fault of the buyer) to the HCRA, for publication in the Ontario Builder Directory. This would also include the reason for the terminations. 	<ul style="list-style-type: none"> This change would ensure that buyers of both new condominium and new freehold homes have access to the number of times that a builder has terminated a purchase agreement through no fault of the buyer. Knowing a builder’s history of purchase agreement terminations can help consumers make informed decisions, mitigate their risk of terminations, and buy new homes with confidence.

3. Information sheets

Currently, buyers of new condominium units must be provided with an information sheet. The information sheet highlights upfront the key risks and provides critical information associated with buying a new condominium home, which empowers buyers to make more informed decisions. The information sheet also requires builders to make commitments to ensure that they can transfer title to the home they are selling to the buyer. Builders are required by regulation to ensure that the information sheet is completed and forms part of the purchase agreement.

The ministry is proposing to require builders to provide a new information sheet for buyers of:

- New freehold homes;
- New vacant land condominium homes; and
- New freehold homes on parcels of tied land.

The ministry is also proposing to update the current information sheet for buyers of new condominium homes to align with the new information sheets.

To ensure that the information sheets are as accessible as possible, the ministry is proposing to make the information sheets available in French and require that builders use either the English or French version of the applicable information sheet.

The proposal to require new information sheets would provide buyers of new homes with critical information tailored to the type of new home they are buying.

The HCRA would be permitted to impose administrative penalties on builders for the failure to provide the applicable information sheet to buyers, similar to the current penalties available in respect of the information sheet for buyers of new condominium homes.

The ministry is also seeking feedback about information to include in these information sheets to help buyers of new homes better understand and navigate their purchase agreements and make their purchases with confidence. The ministry is considering including the following information:

Topics	Buyers would be informed about:
Cooling-off period	<ul style="list-style-type: none"> • Their entitlement to 10 days to review their agreement and decide whether to proceed with their purchase or to cancel it with no cost or penalty.
Legal advice	<ul style="list-style-type: none"> • The importance of obtaining legal advice to understand the risks they are assuming by entering into the agreement and their entitlements and obligations in the agreement.
Builder licence	<ul style="list-style-type: none"> • A builder’s obligation to be licensed and how to verify whether a builder has a licence.
Builder record	<ul style="list-style-type: none"> • The importance of reviewing the information about the builder available on the Ontario Builder Directory, such as whether the builder has a history of terminating purchase agreements for reasons that are unrelated to the fault of the buyer.
Buyer deposits	<ul style="list-style-type: none"> • The treatment of their deposit, whether their deposit is subject to a requirement to be held in trust, and what protections are available to buyers if their builder does not complete the home.
Size of the home	<ul style="list-style-type: none"> • The importance of verifying not only the floor area of the home but also the usable floor area of the home. The HCRA directive sets out requirements for builders about how to describe the floor area of a new home in advertising, sales materials, a purchase agreement and a construction contract. It also outlines areas that are not to be included in the figures they present, such as unfinished basements and garages.
Final look and design of the home	<ul style="list-style-type: none"> • Terms in some purchase agreements that permit the builder to change the look and design of the home.
Final purchase price	<ul style="list-style-type: none"> • Terms in some purchase agreements that permit builders to change the final price of the home to account for development charges or other reasons.
Risks if buyers do not close	<ul style="list-style-type: none"> • The risks buyers face if they do not close on their purchase of the home, such as the potential loss of their deposit or a lawsuit.

Assignment sales	<ul style="list-style-type: none"> • Terms in some purchase agreements that restrict or prohibit the ability of the buyer to assign their agreement to another person before they close on their purchase.
Rental agreements	<ul style="list-style-type: none"> • The requirement in some purchase agreements for buyers to assume a rental contract for equipment, such as a water heater or HVAC equipment, from a third party
Infrastructure and neighbourhood services (for common elements condominiums and vacant land condominiums)	<ul style="list-style-type: none"> • Additional annual costs that a buyer, rather than the municipality, must assume after they purchase their home to maintain the infrastructure and services for the home, such as sidewalks, sewers, water pipes, and snow removal.

The ministry is also proposing to require that builders make the following commitments in the new information sheets, which are already included in the current information sheet for buyers of new condominium homes:

Topics	Description of commitment:
Ownership of the land to be sold	<ul style="list-style-type: none"> • A statement that the builder owns the property or has the power to require that it be transferred either before or at closing.
Restrictions on title	<ul style="list-style-type: none"> • A statement that the property is free from any registered title restriction that would either prevent completion of the project and/or sale of the home to the buyer. • An explanation of how the builder would remove the restriction, if there is one.

The ministry is seeking feedback on the draft language for some of the topics that could be included in the proposed information sheets for buyers of new homes. The ministry welcomes feedback on other information or disclosure requirements the ministry should consider adding to the proposed information sheets. Please see Appendix A for sample draft language on selected topics.

4. Addenda to the agreement of purchase and sale

Currently, buyers of new homes must be provided with the addendum ('addenda' for plural) applicable to the type of new home they are purchasing and occupancy/closing date, i.e., tentative or firm. The addenda include important requirements and information, such as the

status of approvals required for the new home to be completed, and the closing or occupancy dates. Builders are required to ensure that the applicable addendum is completed and forms part of the purchase agreement.

In addition to making changes to the addenda to support the implementation of the 10-day cooling-off period for buyers of new freehold homes, the ministry is proposing that new tentative and firm closing addenda be required for purchases of new vacant land condominium homes. Currently, buyers of new vacant land condominium homes and new freehold homes receive the same addenda. The new addenda specific to purchases of new vacant land condominium homes would ensure buyers receive an addendum tailored to their home purchase. Builders would be required to ensure that the applicable tentative or firm closing addendum is completed and forms part of purchase agreements for new vacant land condominium homes.

The ministry is considering removing the contractual requirements for holding deposits in trust and calculating interest on deposit returns from the addenda for purchasers of vacant land condominium homes. The Condominium Act, 1998 generally imposes statutory requirements for holding certain deposits in trust and calculating interest owed to purchasers on deposit returns for a new home purchased as part of a unit in a vacant land condominium corporation. We welcome your feedback about this proposal.

While the consultation focuses on the proposed changes to the addenda mentioned in this paper, the ministry welcomes feedback about additional improvements that can be made to the addenda in the future.

Glossary

Term	Definition
Addenda	Forms required by regulation that modify purchase agreements for new homes. Ontario Regulation 454/22 under the Licensing Act and Ontario Regulation 165/08 under the Warranties Act require that builders ensure the applicable addendum is completed and forms part of the purchase agreement. These forms are available on the Home Construction Regulatory Authority's (HCRA) website . The addenda set out the obligations of builders and buyers and contain key information about the home being purchased.
Administrative penalty	A financial penalty that the HCRA may impose on a builder for the contravention of some requirements in the Licensing Act and its regulations. The HCRA can also impose additional administrative penalties equal to the monetary benefit received by the builder as a result of a contravention. The HCRA may use the proceeds from the

	penalties to provide payments to those who have been adversely affected by the contravention and to fund the operations of the HCRA.
Bank rate	The bank rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association.
Code of Ethics	The Code of Ethics is a regulation that establishes clear standards for how builders are expected to behave, and what is considered ethical and acceptable conduct for their profession.
Common elements condominium corporation	A condominium corporation with only common elements (e.g. a shared road or golf course), and no units. In the place of units, there are only parcels of land that are tied to the common elements condominium.
Construction contract	An agreement between a builder and an owner of land which provides for the construction of a new home on the land.
Cooling-off period	A period during which buyers can cancel their purchase agreement with no penalty or cost.
Freehold home	A self-contained one-family dwelling, detached or attached to one or more others by one or more common walls, or a building composed of more than one and not more than two self-contained, one-family dwellings under one ownership.
Freehold home on a parcel of tied land	A freehold home built on a parcel of land tied to a common elements condominium corporation.
HCRA	The Home Construction Regulatory Authority (HCRA) is a not-for-profit consumer protection organization that was designated by the Ontario government to administer the Licensing Act, including licensing builders of new homes.
Licensing Act	The New Home Construction Licensing Act, 2017 .
Ontario Builder Directory	An online directory on the HCRA's website that provides information such as a builder's licensing status, the number of years a builder has been active, the number of homes they have built, and conduct concerns including any charges and/or convictions against the builder.
Tarion	Tarion is a not-for-profit consumer protection organization that was established by the Ontario government to administer the Warranties Act, including new home warranty protection and claims.
Vacant land condominium home	A home constructed on a unit in a vacant land condominium corporation and sold by a builder to a buyer at the same time as the unit, where occupancy of the home is not provided before the sale of the unit closes.
Vacant land condominium corporation	A condominium corporation where, on its creation, at least one unit is neither part of a building or structure nor includes any part of a building or structure, and where none of the units are located above or below any other unit.
Warranties Act	The Ontario New Home Warranties Plan Act .

Collection of Information

The collection of personal information is consistent with section 38(2) of the [Freedom of Information and Protection of Privacy Act](#) as necessary for the proper administration of the New Home Construction Licensing Act, 2017 and the Ontario New Home Warranties Plan Act.

All feedback received in response to this consultation from organizations and individuals participating in a professional capacity will generally be considered to be public information. Information from these parties may be used, disclosed and published by the ministry to help the ministry in evaluating and revising its proposal. This may involve releasing any response received to other interested parties, which may include Tarion and the HCRA.

Despite the above, any information shared by representatives of an organization or individual professionals that is of a personal nature would not be considered public information. Information of this nature would not be disclosed, published or released by the ministry.

All feedback received in response to this consultation from individuals participating in a personal capacity who do not indicate or do not have a known affiliation with an organization, or are not considered to be acting in a professional capacity, will not be considered public information. The ministry may use and disclose responses from these individuals to help evaluate and revise the proposal. The ministry may also publish responses received from individuals. Should the ministry use, disclose, or publish individual responses, the ministry will not disclose any personal information such as an individual's name and contact details without the individual's prior consent, unless required by law.

All submissions received as part of this consultation are also subject to the [Freedom of Information and Protection of Privacy Act](#). The public has the right of access to information under the custody and control of the ministry.

The ministry may use your provided contact information to follow up with you if we need to clarify your responses.

If you have any questions about the collection of this information, please contact Brooke Harrison, Director, Policy and Governance Branch.

Email: NewHomes@ontario.ca

Mail: 6th Floor, 56 Wellesley Street West
Toronto, Ontario,
M7A 1C1

We Value Your Input

Thank you for taking the time to provide your input. If you have any questions about this consultation, please email NewHomes@ontario.ca.

Please provide your name and/or the name of the organization you represent.

Name and/or organization:

To help us understand your perspective, please check a box below to indicate whether you are providing input primarily as a:

- Consumer
- Consumer group or advocate
- Builder, vendor or developer
- Builder association or advocate
- Lawyer
- Real estate professional
- Land use expert or academic
- Municipality, building official, or municipal organization
- Other (please specify): _____

Appendix A: Information Sheet Topics

Please note that the language below is draft and intended to facilitate feedback and does not represent the final language or list of topics for the proposed information sheets.

Unless specified in the table below, the draft language below would appear in all of the new information sheets (i.e., the information sheets for buyers of new freehold homes, condominium homes, vacant land condominium homes, and new freehold homes on parcels of tied land).

Topics	Buyers would be informed about:
<p>1. A) Buyer deposits (only for the new freehold home on a parcel of tied land information sheet)</p>	<p><u>Treatment of Your Deposit</u></p> <p>If your purchase agreement contains either of the early termination conditions described in section 1(b)(i) or 1(b)(ii) of Schedule A of the Freehold Home on a Parcel of Tied Land Addendum and as part of a Freehold Project as defined in the Addendum, your Vendor is required to hold your entire deposit in trust (and any other money paid to the Vendor under this purchase agreement, such as for upgrades or extras) <u>until the condition(s) is/are met by the specified deadline or waived by the Vendor</u>. Once the condition(s) is/are met or waived, your Vendor is not required <i>by the Addendum</i> to hold funds you have paid to them in trust.</p> <p>If your purchase agreement does not include any of the conditions noted above, your Vendor is not required <i>by the Addendum</i> to hold your deposit in trust. However, the Vendor may be required or permitted by law to otherwise hold some or all of your deposit in trust – see below for details.</p> <p><u>Common Interest in a Common Elements Condo Corporation</u></p> <p>The home you are purchasing is a freehold home on a parcel of tied land (POTL). In addition to the freehold interest in the home, you are also purchasing a common interest in a common elements condominium corporation. Review your purchase agreement with a legal professional to understand the applicability the trust requirements under the Condominium Act, 1998.</p> <p><u>Tarion Coverage</u></p> <p>The Vendor is responsible for obligations regarding receipt and, when appropriate, return of deposits. Tarion protects your deposit (and any other money paid to the Vendor under this purchase agreement, such as for upgrades and extras) up to a certain limit. Note that your payments to your Vendor may exceed the deposit protection Tarion provides. If your Vendor is unable or unwilling to return your deposit (e.g., becomes insolvent), you may become eligible for deposit protection. However, you may lose the amount you paid more than Tarion’s deposit limit.</p>
<p>1. B) Buyer deposits (only for the new</p>	<p><u>Treatment of Your Deposit</u></p>

<p>freehold home information sheet)</p>	<p>If your purchase agreement contains either of the early termination conditions described in section 1(b)(i) or 1(b)(ii) of Schedule A of the Freehold Addendum, your Vendor is required to hold your entire deposit (and any other money paid to the Vendor under this purchase agreement, such as for upgrades or extras) in trust <u>only until the condition(s) is/are met by the specified deadline or waived by the Vendor</u>. Once the condition(s) is/are met or waived, your Vendor is not required by the Addendum to hold funds you have paid to them in trust. If your purchase agreement does not include any of the conditions noted above, your Vendor is not required by the Addendum to hold your deposit in trust.</p> <p><u>Tarion Coverage</u></p> <p>The Vendor is responsible for obligations regarding receipt and, when appropriate, return of deposits. Tarion protects your deposit (and any other money paid to the Vendor under this purchase agreement, such as for upgrades and extras) up to a certain limit. Note that your payments to your Vendor may exceed the deposit protection Tarion provides. If your Vendor is unable or unwilling to return your deposit (e.g., becomes insolvent) you may become eligible for deposit protection; however, you may lose the amount you paid more than Tarion’s deposit limit.</p>
<p>2. Size of the home</p>	<p>The usable floor area of the home may be smaller than the advertised floor area. Review your purchase agreement not only for the size of the floor area but for any parts of the floor area that are unusable. Vendors are required by the HCRA to calculate the floor area in accordance with the directive set by the HCRA. Among other things, the directive sets out what parts of a property that can be included in the floor area. For questions about the HCRA’s floor area calculation requirements, contact the HCRA.</p>
<p>3. Final look and design of the home</p>	<p>The home may not look the same as advertised. Review your purchase agreement to understand whether and how your Vendor can substitute materials or change the size, layout, finishing and other parts of the home.</p>
<p>4. Final purchase price</p>	<p>Your purchase agreement may allow changes (adjustments) to the final price of the home and additional closing costs that you would be liable to pay to complete the purchase.</p> <p>Section 8 of the Addendum requires that any changes to the price of the home or additional closing costs be listed in Schedule B of the Addendum.</p> <p>If a dollar value is not specified for an item listed in Schedule B of the Addendum, the cost must be determined in accordance with the terms of the purchase agreement.</p> <p>You should review your purchase agreement (including the Addendum) to understand how the final purchase price of the home may change, including any</p>

	formulas that may be used to determine the price change and whether there are any limits to how much the price may change.
5. Risk if buyers do not close	Many factors can impact your ability to finance and close on your purchase. For example, interest rates can increase, which can make it harder to qualify for a mortgage loan. Additionally, the value of the home may decrease, which could mean that lenders may only loan funds up to the reduced market value of the home. If you are unable to close on your purchase or sign a mutual release form with your Vendor, which allows you and your Vendor to consent to cancelling the purchase agreement, there is a risk that your builder can keep the deposit you paid. Additionally, the Vendor may sue for damages if they incur a loss from the failed agreement, such as selling the property for less to another buyer.
6. Assignment sales	Review your purchase agreement to see if it prohibits, limits, or sets conditions on assigning your sale to another buyer. You should be aware of any taxes or fees you may have to pay for assigning your sale.
7. Rental agreements	Review your purchase agreement to see if it requires you to agree to enter into an agreement with another company to rent, lease or finance equipment for the home from another company, such as a water heater or HVAC equipment. The rental agreement may be enforceable even though you have not signed a separate rental agreement. Check for what costs or limitations may be associated with cancelling your rental agreement, whether the rental agreement has an end date or is indefinite, and whether the cost of renting the equipment may increase.
8. Infrastructure and neighbourhood services (only for the new freehold home on a parcel of tied land and the new vacant land condominium home information sheets)	Be aware that you may have to pay annual maintenance fees for shared spaces and facilities, such as roads and sidewalks, heating and electrical systems, sewer services, and snow removal.

The ministry is also proposing to require that builders make the following commitments in all the new information sheets (i.e., the information sheets for buyers of new freehold homes, condominium homes, vacant land condominium homes, and new freehold homes on parcels of tied land). Similar commitments exist in the current information sheet for buyers of new condominium homes:

Topics	Description of commitment:
<p>9. Ownership of the land to be sold</p>	<p>The Vendor represents, warrants and declares that:</p> <ul style="list-style-type: none"> a. the Vendor owns the freehold ownership interest in the Property or has the power to compel transfer of the freehold ownership interest in the Property to the Purchaser before or upon closing. b. if the interest in the Property is a leasehold interest, the Vendor owns the leasehold interest in the Property.
<p>10. Restrictions on title</p>	<p>The Vendor represents, warrants and declares that:</p> <p>The Property is free from any registered title restriction which would prevent completion of the Project and/or sale of your home to you. YES NO</p> <p>If No, that is, if such a restriction exists, the Vendor’s explanation for how the restriction will be removed so the Project can proceed and/or the sale can be completed is set out below (add attachment, if necessary).</p>