



**ASSOCIATION OF SASKATCHEWAN REALTORS®  
PROPERTY CONDITION DISCLOSURE STATEMENT**

Developed & Provided by the Association of Saskatchewan REALTORS®. Revised 2008

**INFORMATION ABOUT THE PROPERTY CONDITION DISCLOSURE STATEMENT**

This information is included for the assistance of the parties only. It does not form part of the Property Condition Disclosure Statement (Disclosure Statement).

SELLERS may refuse to complete a Disclosure Statement or may choose to answer only certain questions. **Failure or refusal to complete a Disclosure Statement does not exempt the SELLERS from any legal requirement to disclose known defects.** BUYERS are free to draw their own inferences from the SELLER'S decision not to answer a question or not to complete a Disclosure Statement.

**SELLERS are responsible for the accuracy of the answers in this Disclosure Statement.** SELLERS should answer "Do Not Know" or "Does Not Apply" if the SELLERS are not certain of the correct answer. It is important that SELLERS do not answer "Do Not Know" or "Does Not Apply" if, in fact, they know the answer. Each answer must provide all relevant information known to the SELLERS. While SELLERS are not required to disclose defects which are obvious on a simple visual inspection of the property by a BUYER, for their own protection, SELLERS are encouraged to disclose all known defects.

For certain questions, the "Do Not Know" answer is not available. In those questions, SELLERS are only required to disclose problems or defects that they are personally aware of. In answering those questions, SELLERS will not be liable for failing to disclose defects if the SELLERS had no personal knowledge of the defect.

**SELLERS should complete the Disclosure Statement in their own writing to avoid a misunderstanding.** SELLERS who request a REALTOR® to assist in completion of a Disclosure Statement must understand that the REALTOR® will not verify the information provided by the SELLER. REALTORS® may assist SELLERS by explaining the meaning of the questions in the Statement but REALTORS® shall not provide answers to the questions, only SELLERS shall.

**The SELLER may be held legally responsible to the BUYER for the accuracy of his answers in this Disclosure Statement if:**

1. this form is incorporated in the Contract of Purchase and Sale (see suggested wording below); or
2. the information in this Disclosure Statement induced the BUYER to buy the property.

**If the BUYER is relying on this Disclosure Statement, the BUYER should incorporate it in the Contract of Purchase and Sale by inserting the following wording in the Contract of Purchase and Sale:**

*"The attached Property Condition Disclosure Statement dated \_\_\_\_\_ is incorporated into and forms part of this contract."*

**BUYERS SHOULD MAKE THEIR OWN INQUIRIES**

BUYERS are strongly urged to make their own inquiries after receiving a Disclosure Statement, keeping in mind that:

1. the SELLER'S knowledge of the property may be incomplete or inaccurate;
2. in some cases, it may not be possible to claim against the SELLER if the SELLER cannot be found or is insolvent or bankrupt or if the legal costs of pursuing the claim are too high;
3. some SELLERS may simply not know the answers to some of the questions in this Statement or may not have sufficient expertise to provide a BUYER with the information the BUYER requires; and
4. in some of the answers, the SELLER is only obligated to disclose defects that he is personally aware of, there may be defects that the SELLER is not aware of and therefore has not disclosed.

**Prudent BUYERS will use this Disclosure Statement as the starting point for their own inquiries. BUYERS are urged to carefully inspect the property and, if desired, to have the property inspected by an inspection service of their choice, at their expense.**

BUYERS can hire an independent inspector to examine the property to determine whether defects exist and to provide an estimate of the cost of repairing ~~the~~ problems that have been identified on a Disclosure Statement or on an inspection report.

I have read and understand the above information.

\_\_\_\_\_ Buyer

\_\_\_\_\_ Seller

\_\_\_\_\_ Buyer

\_\_\_\_\_ Seller

The SELLER'S BROKERAGE has explained the potential implications of not completing the PCDS and the seller has chosen to decline completing the PCDS form.

\_\_\_\_\_ Seller

\_\_\_\_\_ Seller



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**SELLER(S):** \_\_\_\_\_ **DATE OF DISCLOSURE:** \_\_\_\_\_

The following is a statement made by the SELLERS concerning the condition of the property located at:

**SELLERS should read the information about this Property Condition Disclosure Statement on the first page of this form before answering the questions below.**

**THE SELLERS MUST INITIAL EACH RESPONSE.**

1. WATER SUPPLY AND WASTE DISPOSAL	YES	NO	DO NOT KNOW	DOES NOT APPLY
a) Are the dwellings connected to a public (City/Municipal) sewer system?				
b) Are the dwellings connected to a private sewer system? If the sewer system is private, describe type.				
c) Are you aware of any problems with the sewer system?				
d) Are the dwellings connected to a public (City/Municipal) water system?				
e) Are the dwellings connected to a private (e.g. well or shared well) water system? If the system is private, describe type.				
f) Are you aware of any problems re: quantity or quality of well water? (Gal/Min if known _____)				
2. INSULATION				
a) To the best of your knowledge does the dwellings/improvements contain asbestos or urea formaldehyde foam insulation?				
b) To the best of your knowledge is the ceiling insulated?				
c) To the best of your knowledge are the exterior walls insulated?				
d) To the best of your knowledge are the basement exterior walls insulated?				
3. GENERAL				
a) Have you received any notice from any government authority (municipal or otherwise) concerning, or are you aware of, any non-compliance of your property with the requirements of any government authority (for example, zoning, occupancy, health, environmental protection, fire or building permit bylaws)?				
b) Are you aware of or have you been charged any local improvement levies or taxes on the property?				
c) Have you received any notice or claim affecting the property from any person or public body?				
d) Are you aware of any encroachments or unregistered rights of way (e.g., shared drive, access road to adjoining property, shared well)?				
e) Are you aware of any problem with any of the following systems or any equipment associated with such systems: plumbing, electrical, heating, central air conditioning, ventilation, humidification and air purification?				
f) Are you aware of any problem with any built-in appliances or attached fixtures and associated equipment (e.g. garage door opener, central vac, dishwasher, water softener, underground sprinklers, swimming pool, sauna, hot tub, satellite dish, t.v. antenna)?				
g) Are you aware of any roof leaks or moisture or water problems or unrepaired water damage in the dwellings/improvements?				
h) Are you aware of any past or present flooding or drainage problems on the property?				
k) Are you aware of any unrepaired damage due to wind, fire, insects or rodents?				
l) Are you aware of any structural defects in the dwellings/improvements?				
m) Are you aware of any deficiency or defect in the fireplace(s)/woodstove(s) or the associated chimney(s) including with respect to fire insurance requirements?				
n) Are you aware of any improvements, additions or alterations made without the required permits?				
o) To the best of your knowledge, have any criminal activities that may have affected the physical condition of the property (e.g., grow op, meth lab, etc.) been carried out on the property?				
p) Are you aware of any tests for mould, fungi, or indoor air quality in the property?				
q) Other than general household cleaning, have you taken any efforts to control or remediate mould or mould-like substances in the property? Note to Buyer: Individuals may be affected differently, or not at all, by mould contamination. If mould contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the HEALTH CANADA website at: <a href="http://www.hc-sc.gc.ca/ewh-semt/pubs/air/fungal-fongique/abstract-resume-eng.php">http://www.hc-sc.gc.ca/ewh-semt/pubs/air/fungal-fongique/abstract-resume-eng.php</a> .				

Buyer
  Seller

4. SPECIFIC COMMUNITY CONDITIONS- For communities with Flood Protection Programs	YES	NO	DO NOT KNOW	DOES NOT APPLY
a) Has your home ever qualified for a flood protection program?				
b) If you answered yes to a) above, did you accept the program?				
5. CONDOMINIUM PROPERTY				
a) Are there any special assessments approved or proposed but not yet voted on?				
b) Are there any proposed amendments to the condominium bylaws or rules which may alter or restrict the permitted uses of the property?				
c) Are there any restrictions on pets, children, age, parking, home-based business or rentals?				

6. ADDITIONAL COMMENTS AND EXPLANATIONS (use additional paper if necessary)

7. THE SELLER HAS OWNED THE PROPERTY SINCE \_\_\_\_\_

8. SELLERS are not required to disclose defects which are obvious on a simple visual inspection of the property by a BUYER. The SELLERS state that the above information is true as of the above date and that **the SELLERS will disclose to any BUYER any changes to this information prior to the signing of any Contract of Purchase and Sale in which this Disclosure Statement is incorporated. Any important changes to this information made known to the SELLERS will be disclosed by the SELLERS to the BUYERS prior to closing.** The SELLERS acknowledge receipt of a copy of this Disclosure Statement and agree that a copy may be given to prospective BUYERS and made available to real estate salespeople and brokers.

By signing this Disclosure Statement, each of the SELLER and the BUYER acknowledge that all information contained in this Disclosure Statement comes from the SELLER and that none of the SELLER'S BROKERAGE or BUYER'S BROKERAGE nor any of their representatives have verified the accuracy of any such information. None of the SELLER'S BROKERAGE or the BUYER'S BROKERAGE or any of their representatives warrant, guarantee or represent the accuracy of the above information. By signing this Statement, the SELLER and the BUYER and their successors, assigns, and personal representatives hereby release each of the SELLER'S BROKERAGE, the BUYER'S BROKERAGE and their respective representatives and each of their successors, assigns and personal representatives of and from all responsibility and liability with respect to any loss or damage suffered or sustained by the SELLER or the BUYER or by any of their successors, assigns and personal representatives by reason of an inaccuracy in any of the information contained in this Disclosure Statement or by reason of any omission of any information from this Disclosure Statement.

SELLER \_\_\_\_\_

SELLER \_\_\_\_\_

**BUYERS SHOULD READ THE INFORMATION ABOUT THIS PROPERTY CONDITION DISCLOSURE STATEMENT ON THE FIRST PAGE OF THIS FORM.**

The BUYERS acknowledge that they have received and read a signed copy of this Disclosure Statement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_