



Property Value Protection Program

Guide for Completing a Claim for Loss on Sale Under the Simplified Route



Introduction

The Port Hope Area Initiative (PHAI) represents the Government of Canada's commitment to respond to community recommended solutions for the cleanup and local, long-term, safe management of historic low-level radioactive waste in the municipalities of Port Hope and Clarington.

The Property Value Protection (PVP) Program is an integral part of the Legal Agreement between the Government of Canada and the two municipalities that defines the framework and sets out the responsibilities for the PHAI's two projects, the Port Hope Project and the Port Granby Project. The PVP Program offers compensation to eligible property owners, as a result of the project, within the designated PVP Zone (see map on page 6) if they experience:

- Diminution (loss) of value on the sale of a property
- Loss of rental income
- Mortgage renewal difficulty

Before you start

This guide will help you complete the Loss on Sale – Simplified Route claim form for the PVP Program. It provides step-by-step instructions to assist you in providing the information required to file your PVP claim.

You may use the Simplified Route to file a claim for PVP compensation if a PVP Compensation Framework indicates that your property may have been affected by the PHAI (see details at the PHAI).

If your property is not within an area identified in a PVP Compensation Framework, or if you are claiming more than the Maximum Compensation Amount available under the Simplified Route (outlined in the PVP Compensation Frameworks), you must use the Standard Route. The Standard Route requires you to provide evidence demonstrating that your property suffered a diminution of value as a result of the PHAI. However, to date, the PVP Program has not found any evidence of a diminution of property values outside the areas defined in the PVP Compensation Frameworks or greater than that shown in the PVP Program Rules Schedule B - Simplified Route Evidentiary Requirements.

It is important that you use the appropriate guide for the type of claim you are filing. **This guide is for Loss on Sale – Simplified Route.** There are also guides for:

Loss on Sale – Standard Route

Loss of Rental Income – Simplified Route

Loss of Rental Income – Standard Route

Mortgage Renewal Difficulty – Standard Route

If you require a different guide or need assistance with your claim, please contact PVP Program staff:

- In person at the PVP Program Office, 25 Henderson Street, Port Hope, Ontario, between 8:30 a.m. and 4:30 p.m.
- By mail at PVP Program Office, 25 Henderson Street, Port Hope, ON, Canada L1A 0C6
- By phone at 905.885.0291
- By email at pvpinfo@cnl.ca

Please note: Claims for loss on sale submitted under the Simplified Route must be filed within 120 business days of the closing date of the property.



Completing the Loss on Sale Claim Form – Simplified Route

The claim form has three sections:

Section 1 – Owner and Property Information

Section 2 – Eligibility and Administrative Criteria

Section 3 – Simplified Route Claim Criteria

The following instructions will help you – as the property owner – fill in the information for each section. It also provides guidance on what type of additional information the PVP Program requires.

Section 1 – Owner and Property Information

Property Address

The address of the property for which you are filing the claim

Street Number and Name

The physical address of the property, including any secondary address and “Also Known As” addresses

Postal Code

The postal code for the property

Civic Address (911 Emergency Address)

If applicable; usually used for properties in rural areas

Lot Number, Sub Lot Part, Concession

This information can be found on your property survey or on your Municipal Property Assessment Corporation (MPAC) Property Assessment Notice as shown below:

Roll number	12 34 567 899 12345 1234
Property location and description	200 SOME STREET CON LP PT LOTS 9, 10 & 11 ALL LOTS 12, 13 & 14 IRREG
Municipality/Local taxing authority	ANY TOWNSHIP

Municipality

Port Hope or Clarington

Ward

For Port Hope properties only: Ward 1 or Ward 2



Building Size (in Square Feet)

Found on MPAC Property Assessment Notice

Property summary	
Property type	Single Family Dwelling
Property information	Frontage: 50.00 feet Depth: 150.00 feet Lot area: 7,500.00 square feet
Building - exterior square footage	2,000 square feet
Year of construction	1995

Lot Size (Acreage)

Found on MPAC Property Assessment Notice

Property summary	
Property type	Single Family Dwelling
Property information	Frontage: 50.00 feet Depth: 150.00 feet Lot area: 7,500.00 square feet
Building - exterior square footage	2,000 square feet
Year of construction	1995

Tax Assessment Roll Number

Found on MPAC Property Assessment Notice

Roll number	12 34 567 899 12345 1234
Property location and description	200 SOME STREET CON LP PT LOTS 9, 10 & 11 ALL LOTS 12, 13 & 14 IRREG
Municipality/Local taxing authority	ANY TOWNSHIP

Property Owner(s) – All individuals who have a legal interest in the property

List all owner(s) who are registered on title for the property and their spouses (as required by the *Family Law Act*). Mailing addresses and phone numbers are required for all parties. If you need more space for names, check the box at the bottom of Section 1, use a separate sheet of paper and include it with your claim form.

Last Name

The legal last name of all registered owners; if a property owner's current last name is different, include it in brackets: (current last name)

First Name and Initial

The legal first name of all registered owners; if a property owner uses a different first name, include it in brackets: (first name)

Mailing Address

The address at which you receive mail

Phone (Home)

Your home phone number



Phone (Cell)

Your cell phone number or secondary number (for example, work phone number)

Email Address

The email address you wish to use for PVP Program correspondence

Authorized Contact – if different from the property owner(s)

Complete this section if you, as the property owner, have someone acting on your behalf for the PVP claim process. The authorized contact must meet the age of majority.

Examples of authorized contacts include:

- Power of Attorney – Delegated written authorization granted to a person to act legally on behalf of another, including actions such as signing legal documents. In the case of a Power of Attorney or a Continuing Power of Attorney for Property, copies of the documents granting authorization to the person are required.
- Estate Trustee (Executor) – Person authorized to administer the estate of a deceased person. A copy of the document granting authorization to the person is required.

Should you wish to authorize someone such as a lawyer or Realtor to act on your behalf, notify the PVP Program Office in writing (by mail or email) of your decision to permit PVP Program staff to discuss your claim with the person you have authorized. You will still be copied on all correspondence.

Last Name

The legal last name of the authorized contact

First Name and Initial

The legal first name of the authorized contact; if the contact has a different first name, include it in brackets: (first name)

Mailing Address

The address at which the authorized contact receives mail

Phone (Home)

Home phone number of the authorized contact

Phone (Cell)

Cell phone number or secondary number of the authorized contact (for example, work phone number)

Email Address

The authorized contact's email address for correspondence

Relationship

The relationship between the authorized contact and the property owner (for example, lawyer or power of attorney)

Firm name (if applicable)

The name of the firm for which the contact works

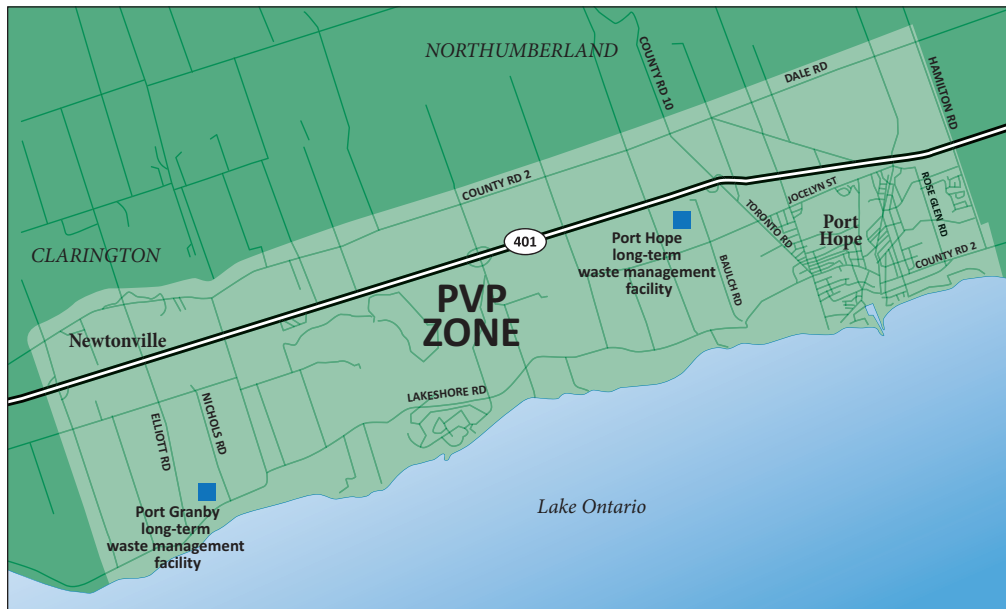


Section 2 – Eligibility and Administrative Criteria

A Is the property located in the PVP Zone?

Choose Yes or No.

You must own property in the PVP Zone, shown below, to be eligible to apply for compensation related to that property under the PVP Program.



B Have all legal owners consented to the claim?

All legal owners (those registered on title) must consent to the filing of the PVP claim.

C Was the sale an arm's length transaction?

“Arm's Length Transaction” means a transaction between unrelated persons or entities who are acting independently, as defined in the Canada Revenue Agency Income Tax Folio S1-F5-C1

List issues, if any, related to the perception of the arm's length sale of the property (e.g., sale to a family member, etc.).

D The PVP Program was established in October 2001, and will remain operational until two years after the long-term waste management facilities reach a state of long-term monitoring and maintenance. Provide the following information to confirm that the PVP claim has been submitted for processing within 120 business days of the closing of the sale.

Date of Agreement of Purchase and Sale (Date of Firm Sale)

If there are conditions to be met in the Agreement of Purchase and Sale, the date of firm sale is the date on which these conditions are waived or fulfilled; it can be found on the Waiver (of Conditions) document or the Notice of Fulfillment of Conditions document:

Waiver	Notice of Fulfillment of Condition
<p>BUYER: _____ SELLER: _____ REAL PROPERTY: _____</p> <p>In accordance with the terms and conditions of the Agreement of Purchase and Sale dated _____ Regarding the above property, they hereby waive the condition(s) which read(s) as follows:</p>	<p>BUYER: _____ SELLER: _____ REAL PROPERTY: _____</p> <p>In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the _____ day of _____ 20_____, regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:</p>
<p>All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged. For the purposes of this Waiver, "Buyer" includes purchaser, tenant, and leasee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.</p> <p>WITNESSED at _____ on this _____ day of _____ 20_____. SIGNED, SEALED AND DELIVERED in the presence of _____ IN WITNESS whereof have hereunto set my hand and seal.</p> <p>_____ (Buyer) (Date) (Seal)</p> <p>_____ (Buyer) (Date) (Seal)</p> <p>Receipt acknowledged at _____ on this _____ day of _____ 20_____. Print Name: _____ Signature: _____</p>	<p>All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.</p> <p>DATE, SIGNED, SEALED AND DELIVERED in the presence of _____ on this _____ day of _____ 20_____. IN WITNESS whereof, have hereunto set my hand and seal.</p> <p>_____ (Buyer/Seller) (Date) (Seal)</p> <p>_____ (Buyer/Seller) (Date) (Seal)</p> <p>Receipt acknowledged at _____ on this _____ day of _____ 20_____. Print Name: _____ Signature: _____</p>

If there are no conditions on the sale, the date of firm sale is the acceptance date on the Agreement of Purchase and Sale.



Date of Closing – This is the date the property was transferred to the new owner and can be found on the Agreement of Purchase and Sale under Completion Date:

27. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Date) DATE: _____
 (Witness) (Date) DATE: _____

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Date) DATE: _____
 (Witness) (Date) DATE: _____

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Date) DATE: _____

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at _____ a.m./p.m. this _____ day of _____, 20____.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage: _____ Tel. No. (_____) _____

Co-op/Buyer Brokerage: _____ Tel. No. (_____) _____

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

(Buyer) DATE: _____ (Buyer) DATE: _____
 (Seller) DATE: _____ (Seller) DATE: _____

Address for Service: _____ Address for Service: _____
 Tel. No. (_____) _____ Tel. No. (_____) _____

Seller's Lawyer: _____ Buyer's Lawyer: _____
 Address: _____ Address: _____
 Tel. No. (_____) _____ FAX No. (_____) _____ FAX No. (_____) _____

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.
 In consideration for the Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MSB Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MSB Rules and shall be subject to and governed by the MSB Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: _____
 (Authorized to bind the Listing Exchange) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association **Agreement of Purchase and Sale** Form 100 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this _____ day of _____, 20____.

BUYER, _____ (Full legal name of all Buyer), agrees to purchase from **SELLER**, _____ (Full legal name of all Seller), the following **REAL PROPERTY**:
 Address: _____ fronting on the _____ side of _____ in the _____ more or less by a depth of _____ more or less and having a frontage of _____ more or less by a depth of _____ more or less and legally described as _____ (Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE: Dollars (CDN\$) _____ Dollars

DEPOSIT: Buyer submits _____ Dollars (CDN\$) _____ (Herewith/Upon Acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to _____ "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A _____ attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by _____ until _____ a.m./p.m. on the _____ day of _____, 20____, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the _____ day of _____, 20____. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. **NOTICE:** Seller hereby appoints the Listing Brokerage as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Only if the Co-operating Brokerage represents the interests of the Buyer in this transaction, the Buyer hereby appoints the Co-operating Brokerage as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. _____ (For delivery of notices to Seller) FAX No. _____ (For delivery of notices to Buyer)

INITIALS OF BUYER(S): _____ **INITIALS OF SELLER(S):** _____

E Indicate which Port Hope Area Initiative project had an impact on the sale of the property.

Choose either the Port Hope Project or the Port Granby Project.

F Have you submitted a previous PVP Program claim relating to the property?

Choose Yes or No.

G Have any of the property owner(s) received other financial compensation from any other federal, provincial or municipal program as reimbursement, in whole or in part, for financial loss resulting from the Port Hope Area Initiative?

Choose Yes or No. If yes, fill in the other information related to the financial compensation.

Note: If financial compensation was previously awarded, the amount may be deducted from any PVP compensation awarded.

Has an employer of any of the property owners agreed to "buy-out" or "top up" the sale price of this property to a guaranteed amount as part of a relocation package?



Section 3 – Simplified Route Claim Criteria

By choosing the Simplified Route, you are required to:

- A. Demonstrate the unaffected fair market value of the property**
- B. Establish that there has been a loss on sale**
- C. State the amount of compensation you are requesting**
- D. Select an option for the timing for processing your claim**
- E. Provide the required documents**

When you file a claim for loss of sale under the Simplified Route, you must demonstrate that the property suffered a loss of value. In addition, the property must be located in an area on a PVP Compensation Framework for which the PVP Program has recognized the potential for a financial impact greater than zero per cent. However, you do not have to demonstrate that the PHAI caused the loss or was the only cause.

A Demonstrate the Pre-Project Unaffected Fair Market Value

To demonstrate the unaffected fair market value of your property at the time of sale, you are required to:

1. Identify the PHAI project event that affected the sale price of the property from the list included with the Loss on Sale – Simplified Route Claim Form.
2. a) Submit an appraisal estimating the unaffected fair market value of the property on the date of firm sale, as if unaffected by the PHAI. This appraisal must be completed in compliance with the *PVP Program's Rules Schedule M - Appraisal Terms of Reference*. These requirements have been provided to local appraisal firms and are available from the PVP Program on request.

OR

2. b) Choose to have the PVP Program commission an appraisal for the purposes of processing the claim.

B Establish a Loss on Sale

Fill in the information related to your appraisal. If you have decided to have an appraisal commissioned by the PVP Program, the PVP Program will provide this information.

C Compensation Requested

Fill in the figures in the table as indicated. Claims filed for amounts greater than the allowable compensation will be returned to the claimant. The claimant may resubmit the claim within the allowable amount for consideration by the PVP Program. Claims not revised within 30 days will be denied.

D Select Timing for Processing the Claim

Choose one of the two options available to you for the process timing of your claim.

E Required Documents

Submit the documents as listed on the claim form.



Acknowledgement and Required Signatures

By choosing to file your claim under the Simplified Route, you acknowledge that:

- You accept the evidence provided by PVP Program regarding causation, diminution of value and PHAI project-related loss.
- You may not appeal or challenge PVP Program evidence or the outcome of your claim. Under certain circumstances, a request for reconsideration can be made; refer to the *PVP Program Rules* and *Schedule B – Loss on Sale - Simplified Route Evidentiary Requirements* for more information.

By submitting a claim, you also acknowledge that the following information may be made publicly available:

- Address of property
- PVP Program compensation amount
- Date compensation awarded

By signing the *Loss on Sale Simplified Route* claim form, you and all parties certify that the information submitted is true to the best of your knowledge. You understand and agree that the claim will be processed in accordance with the requirements of the PVP Program, which include the PVP Program Rules.

