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Subject:

Your August 2026 Real Estate Update



Guidance for Smarter Real Estate Decisions

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Dear Valued Client,

Real estate decisions are rarely shaped by price alone. Regulations, contractual wording, disclosure requirements and the conditions attached to an agreement can all have a significant effect on the rights, responsibilities and risks of the people involved.

This month's newsletter looks at several areas where understanding the details matters. We begin with Mississauga's new Rental Repairs and Renovations Licensing By-law, which comes into effect September 1 and adds another layer of requirements for landlords undertaking certain renovations. We also look at referral fees in Ontario real estate, the role of contracts and clauses in protecting the parties to a transaction, and the purpose of conditions in offers to purchase.

Although these topics affect different parts of the real estate process, they share an important theme: good decisions begin with understanding the obligations, options and risks before making a commitment.

I hope you find this month's information useful. If a particular issue raises questions about your own property or transaction, please feel free to give me a call. Sometimes a short conversation can help clarify what deserves closer attention.

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Real estate treated as a professional advisory service — not just a transaction.

Mississauga Approves Renovictions By-Law: What Landlords and Tenants Should Know

On April 1, 2026, Mississauga joined Toronto, Hamilton, Ottawa, and Kitchener in adopting a municipal renovation by-law.

Mississauga's Rental Repairs and Renovations Licensing By-law will come into effect on September 1, 2026.



The new by-law introduces a municipal licensing framework for landlords undertaking certain major repairs or renovations that require a tenant to vacate a rental unit. It is intended to strengthen protections against improper “renovictions” while creating clearer requirements for landlords legitimately undertaking substantial renovation projects.

For both landlords and tenants, the important point is that the new municipal requirements do not replace Ontario's existing Residential Tenancies Act (RTA) or the provincial N13 process.

Instead, they add another layer of requirements that must be considered when qualifying repairs or renovations require vacant possession.

Landlords Will Need a Renovation Licence

One of the most significant changes is the introduction of a Rental Repairs and Renovations Licence. A landlord who delivers an N13 notice to a tenant must submit an application for the

municipal licence within seven days of delivering the notice. [Click here](#) to read the rest of the article

Referral Fees in Ontario Real Estate

This post deals with the topic of REALTORS® receiving and/or paying referral fees to third parties who may not be directly involved in a real estate transaction. It's important to know the rules for their specific circumstances.



REALTORS® Receiving referral compensation from an unregistered third-party

Permitted with written disclosure: REALTORS® may receive compensation for referring a client to other professionals or businesses, such as a lawyer, mortgage broker or contractor. However, section 18(4) of the Code of Ethics requires REALTORS® to make written disclosure to their client at the earliest practicable opportunity, and before they receive any compensation or benefit. The obligation for written disclosure is the same no matter what form the compensation takes: cash, a gift or any other form of direct or indirect financial benefit.

REALTORS® Providing referral compensation for leads to an unregistered third-party

Not permitted: Compensation may not be provided to an individual or entity that is not registered under REBBA 2002 if the compensation would be considered to be in furtherance of a trade. This would be contrary to the provisions of REBBA 2002 for the REALTOR® that is offering the compensation (section 30 of the Act) and for the person receiving the compensation (section 4(2)(b) of the Act). The form of compensation does not matter. It could be a cash payment, a bottle of wine or a gift card. No form of compensation is permitted to an unregistered third party. [Click here](#) to read the balance of the article

Contracts and Clauses You May See in Ontario Real Estate Transactions

Buying or selling a home can be a complex and high-stakes process. As such, certain procedures and legal documentation exist to protect all parties involved while ensuring everyone is on the same page throughout the process.



Melissa Douglas—owner of Douglas Law Firm based in Bradford, Barrie, and Vaughan, Ontario, a practice focused on real estate law, wills, and estates—works with both buyers and sellers to review any critical documentation, including contractual agreements.

A good real estate lawyer is an asset in the buying and selling process. They can be used in combination with a professional REALTOR® to ensure the buyer or seller fully understands the jargon and contracts at play, and that you're well-represented from start to finish. Your REALTOR® will be able to give you names of lawyers they've used in the past, but know you're under no obligation to use their referrals.

Although contracts used in the real estate process tend to be standardized, Douglas explains a given contract can contain any number of conditions and clauses that must be accounted for before finalizing a transaction. [Click here](#) to read the balance of the article

Typical Conditions in Ontario Real Estate Transactions

For most people, buying a home will likely be the most significant investment of their lives. With the emotional and financial aspects tied to purchasing and/or selling a home, it's important to complete all due diligence to ensure your investment is protected.



What is a conditional offer and who benefits from one?

Simply put, “a conditional offer is when a buyer makes an offer on a property that contains conditions,” explains Duncan McDougald, REALTOR®. “Conditions are put in place to

protect the buyer or seller as both have the right to include them in an offer to purchase. Realistically, conditions can be anything, as long as both parties agree to them. As a REALTOR®, it's important to know what conditions to recommend to buyers and sellers in various scenarios."

"Conditions don't have to be accepted by either party, but if they're reasonable and there's no better offer on the table, it's a very typical part of an 'accepted conditional offer', which is the status of a sale when the public sees it as 'pending,'" he continues.

More often than not, conditions are put in place by the buyer because it facilitates a safety net for them.

"If a buyer's condition(s) can't be satisfied, they're no longer under any legal obligation to move forward with the conditional deal," explains McDougald. [Click here](#) for the balance of the article

Notable, Quotable, Quotes!



"You do not find the happy life. You make it."

Camilla Eyring Kimball

"Have nothing in your house that you do not know to be useful, or believe to be beautiful."

William Morris

"A person who never made a mistake never tried anything new."

Albert Einstein

Not intended to solicit buyers or sellers currently under contract.
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