



How do I submit an offer to purchase a home?

A: When you make an offer to purchase a home, your agent uses a purchase agreement form to enter the terms of your offer to buy the property you have selected.

To be valid, your offer needs to:

- be in writing and signed by you as the buyer;
- be *definite and certain* in detailing the terms for your purchase;
- show your serious *intent to enter* into an agreement; and
- be *communicated* to the seller who can accept the offer.

Your signing of the purchase agreement which your agent has properly filled out satisfies the first two conditions of terms and intent.

To be definite and certain in its terms and conditions for enforcement, your offer needs to:

- *identify* you as the buyer, and name the seller;
- *describe* the real estate;
- state your *price* and the form in which you will pay it; and
- set the *time for payment of the price — your full performance*.

To be enforceable, the offer does not need to be on any particular form.

However, to be valid, the offer needs to be communicated to the seller for their acceptance.

To communicate your offer, your agent delivers your signed purchase agreement to the seller or the seller's agent for their consideration.

Neither the seller nor their agent has any legal duty to *acknowledge or respond* to your offer.

If the seller signs their acceptance of your offer intending to sell, their agent will deliver the signed purchase agreement to you or your agent.

However, if the seller does not accept your offer, your agent needs to urge the seller's agent to respond with a counteroffer or a formal rejection signed by the seller.

A rejection of your offer occurs when the seller:

- does nothing and the time for acceptance runs;
- returns a signed, written rejection stating no counteroffer will be forthcoming; or
- prepares and submits a counteroffer, using either a counteroffer form or new purchase agreement form stating different terms.