

利益冲突： 了解自己有哪些选择

您与您的房地产专业人员另一名现时客户之间有利益冲突。

作为客户，对于在这种情况下接着要怎样做，您必须做出选择。这份表格旨在帮助您了解自己有什么选择。请阅读整份文件，并考虑一下在做出决定之前，先取得独立的专业意见。

利益冲突如何影响您

在例如以下情况下，同一名房地产专业人员的客户之间可能出现利益冲突：

- 一位客户有意对另一位客户的物业报价，或
- 两位或更多的客户有兴趣对同一物业报价。

在类似这样的情况下，房地产专业人员不能继续同时代表这两位客户，因为房地产专业人员有责任按照客户的最佳利益行事，而当客户的利益有冲突时，这是不可能做到的。

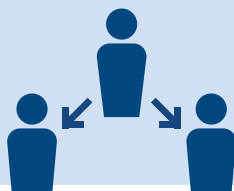
例如，卖家想以最高价售出物业，而买家则想以最低价购买。

做出明智的选择

当您的利益与同一宗房地产交易里另一位客户的利益有冲突时，您的房地产专业人员必须在以下两项之中选择其一：

选择A

停止代表您和另外那位客户，并将你们分别转介给其他房地产专业人员，由他们代表你们在该宗交易里的利益。



选择B

要求您和另一位客户签署《关于客户之间利益冲突的协议》。

根据此协议的条款，这位房地产专业人员将会停止代表一位客户（“解约客户”），并会继续代表剩下的那位客户（“继续客户”）。房地产专业人员可将这位“解约客户”转介给另一位房地产专业人员。

您为什么会得到这份表格？

您的房地产专业人员给您这份表格，原因是您的利益与另一名代理客户的利益有冲突。这份表格描述了您有什么选择，并提供一份您可选择签署的协议，该协议将允许这位房地产专业人员继续代表涉及某一物业或交易的一位客户。

如何使用这份表格：

把这些信息浏览一遍，有不清楚的地方请询问。在签署协议之前，要考虑一下寻求独立的专业意见。

如果您选择签署协议，则另一位客户也必须签署，协议才生效。

接下来会怎样？

如果两位客户都同意协议的条款，则房地产专业人员必须签署表格，然后交到其经纪行。

要了解更多有关这份表格及其他以房地产消费者为对象的信息，请浏览 www.recbc.ca。

要选择B，这两位客户都必须签署协议，之后该房地产专业人员才可继续为其中一位客户工作。您并不一定要同意这样的安排。

如果您或另外那位客户任何一方决定不签署协议，您的房地产专业人员必须停止同时代表你们双方。

在签署《关于客户之间利益冲突的协议》之前，要仔细考虑一下，您作为“继续客户”或作为“解约客户”会获得什么服务。

姓名

将为“继续客户”

您将继续由您的房地产专业人员代理。

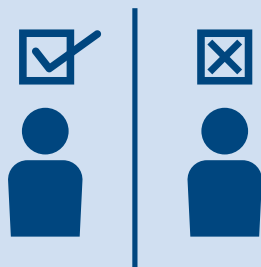
- 您将会继续获得客户有权从房地产专业人员那里得到的特别法律义务，例如：
 - 忠诚
 - 保密性
 - 避免利益冲突的义务
- 然而，您的房地产专业人员不能向您披露以前在代表该名“解约客户”期间从该客户那里获得的机密信息，例如：
 - 最低/最高价
 - 偏好哪些合约条款
 - 任何其他重要信息

姓名

将为“解约客户”

您在此交易中将不再由您的房地产专业人员代理。

- 您的前任房地产专业人员将不再能够为您提供意见或在该交易中代表您进行洽谈。
- 您的前任房地产专业人员不能再为您提供客户有权获得的特别法律义务，例如：
 - 忠诚
 - 全面披露
 - 避免利益冲突的义务
- 然而，对于您在由前任房地产专业人员代表期间可能与其分享了的信息，该房地产专业人员必须维护其保密性，例如：
 - 您的最低/最高价
 - 您偏好哪些合约条款
 - 任何其他重要信息
- 您可选择在交易里由另一名房地产专业人员代表，或者不用代表。



Instructions for Agreement Regarding Conflict of Interest Between Clients

Real Estate Professional: If all parties agree to the terms proposed in the following agreement, promptly submit the completed, signed and dated agreement to your brokerage.

If one or more clients do not agree to the terms of the agreement, you must stop acting for all clients. You may refer each client to another real estate professional who can represent their interests in the transaction.

Agreement Regarding Conflict of Interest Between Clients

This is an agreement made in compliance with section 5-18 of the Rules under the Real Estate Services Act. For this agreement to take effect it must be completed and signed by all parties.

Parties (please print)

Real Estate Professional: _____ Date: _____

Continuing Client: _____ Released Client: _____

The Continuing Client is the:

- checkbox Seller
checkbox Potential buyer
checkbox Lessor
checkbox Potential lessee
checkbox Assignor
checkbox Potential assignee
checkbox Other (describe) _____

The Released Client is the:

- checkbox Seller
checkbox Potential buyer
checkbox Lessor
checkbox Potential lessee
checkbox Assignor
checkbox Potential assignee
checkbox Other (describe) _____

Of the Property Located at:

Background

1. The Real Estate Professional is separately representing the Continuing Client and the Released Client, who have conflicting interests in respect of a real estate transaction or potential transaction involving a property located at the address indicated above (the "Transaction").
2. The Real Estate Professional cannot represent both the Continuing Client and the Released Client in the Transaction as to do so would amount to "dual agency", which is prohibited by Section 5-16 of the Rules made under the *Real Estate Services Act*.
3. The Real Estate Professional proposes to stop representing the Released Client in respect of the Transaction and to continue representing the Continuing Client in respect of the Transaction.

Agreement

The Released Client and the Continuing Client acknowledge and agree that:

1. The Real Estate Professional has disclosed that there is a conflict between the Continuing Client and the Released Client as follows: (select one)

- Potential buyer is interested in purchasing seller's property
 - Two separate potential buyers are interested in purchasing the same property
 - Lessee is interested in leasing lessor's property
 - Two separate existing clients wish to enter into an assignment agreement together
 - Other: (describe)
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2. The Real Estate Professional will continue to represent the Continuing Client in respect of the Transaction.
3. The Real Estate Professional will no longer be representing the Released Client in respect of the Transaction. This means that:
 - a. the Real Estate Professional will not give the Released Client advice in the Transaction, or negotiate on the Released Client's behalf in the Transaction; and
 - b. in the Transaction, the Real Estate Professional will not owe the Released Client the following special legal duties: loyalty, full disclosure, or the duty to avoid conflicts.
4. The Real Estate Professional will continue to protect any confidential information that was disclosed by the Released Client to the Real Estate Professional in the course of the Real Estate Professional's representation of the Released Client ("Previous Confidential Information").
5. Even if the Previous Confidential Information would be relevant to the Continuing Client in the Transaction, the Real Estate Professional:
 - a. is prohibited from disclosing the Previous Confidential Information to the Continuing Client; and
 - b. the advice and information the Real Estate Professional may provide to the Continuing Client may be limited due to the Real Estate Professional's ongoing duty not to disclose the Previous Confidential Information.

The Real Estate Professional has advised the Released Client and the Continuing Client to seek independent professional advice in respect of the Transaction.

Consumers: You are strongly advised to read this entire document and seek independent professional advice before signing this agreement.


If you agree to the terms of this agreement, complete and sign as either the Continuing Client or Released Client.

Signatures


Real Estate Professional (please print) _____ Date: _____

Signature: _____ 

Continuing Client (please print) _____ Date: _____

Signature: _____ 

Released Client (please print) _____ Date: _____

Signature: _____ 

消费者隐私说明

房地产专业人员使用这份表格收集您的个人信息，目的是为了符合《房地产服务法》(Real Estate Services Act, S.B.C.2004, c. 42) 所订立的规则。这份表格的副本，包括您提供的任何个人信息，例如姓名或签名，将会提供给表格上注明的协议各方，以及房地产专业人员的经纪行。BC省房地产委员会是本省负责监管房地产专业人员的机构，该机构可能会审核这份表格，以监督合规性。

在BC省房地产委员会收集和使用您的个人信息方面，如果您有任何问题，请联系：
Privacy Officer, Real Estate Council of BC, 900-750 West Pender Street, Vancouver, BC, V6C 2T8;
电话：604.683.9664 或免费长途电话：1.877.683.9664; 电邮：privacy@recbc.ca

除非特别要求，否则无需向BC省房地产委员会提供此披露表格的副本。