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Fiduciary Duties in Canada Ellis Release No. 2022-6 • July 2022
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This service gives a comprehensive, up-to-date case law analysis of fiduciary responsibility. Separate chapters give specific analysis of fiduciary duty as it applies to each individual business and professional relationship. The updatable format ensures currency.

This release features updates to Chapter 1— The Fiduciary Concept, Chapter 2 — Trustees, Chapter 8 — Real Estate Agents, Chapter 12 — Lawyers, Chapter 16 — Partnerships, Chapter 21 — Employees, Chapter 25 — Governmental Authorities and Chapter 26 — Remedies.

Highlights:

- **Chapter 8 — Real Estate Agents — § 8:5 Inception of the Duty** — There is no fiduciary duty owed by a real estate agent

to the sellers before they sign MLS contracts. Prior to signing the contract, the agent and the potential clients are independent, arms' length parties contemplating entering into a contract together. Thus, in *Century 21 Seaside Realty Ltd. v. Armstrong*, 2022 BCSC 646, 2022 CarswellBC 1033 (B.C. S.C.), neither the real estate brokerage nor its agent was under a fiduciary duty to the defendant sellers and were not obliged to explain that under the commission clause the sellers would be liable to pay commissions, even if the sales of their two properties did not close and the sellers opted not to enforce the contract of sale. Also, the sellers were sophisticated, had bought and sold properties on prior occasions and had an opportunity to review the contract before signing it.

ProView Developments

Your ProView edition of this product now has a new, modified layout:

- The opening page is now the title page of the book as you would see in the print work
- As with the print product, the front matter is in a different order than previously displayed
- The Table of Cases and Index are now in PDF with no searching and linking
- The Table of Contents now has internal links to every chapter and section of the book within ProView
- Images are generally greyscale and size is now adjustable
- Footnote text only appears in ProView-generated PDFs of entire sections and pages