



In this module, you will study the Present Perfect tense and see vocabulary related to success and opportunity.

REAL ESTATE



Success story

My brother has it made. He works for a major corporation, and has a high-level position. He travels around the world to meet with other corporate honchos, and makes a mint of money.

He has just bought himself a brand new car, and has taken a two-month trip to Europe with his wife. He's hired himself a maid and a butler.

Of course, it hasn't always been like this. He started on the ground floor, and made his way up. He's battled fiercely to get where he is, and has never given up, even when the going got tough.

His wife has always supported him, and they've always scraped and saved in order to be able to invest.

She's started her own business, now, catering to the rich and famous. She's a great cook, and has put her talents to profit. She's been frying and sauteing, braising and broiling, tossing and seasoning, and it's been paying off.

They've been doing great, and I wish them continued success!



The Present Perfect

The present perfect is a past tense used to speak of an action that took place in the past, but has an effect in the present. The time it took place in the past is indeterminate (it is not indicated precisely, it is vague).

Context trigger words

today	since/ for
recently	how long has it been since?
lately	just
so far	always
ever / never / before	yet / not yet / already

Positive form

Subject + have/has + past participle

I have been to California before.

Negative form

Subject + have/has not + past participle

I have never been to California.

Question form

Have/has + subject + past participle?

Have you ever been to California?

The Present Perfect

The present perfect is used in the following contexts:

When the time period of which we are speaking is not finished

When there is no time period mentioned

This will often depend on the context in which a conversation takes place, or on previous information known to the speakers.

When the time period is vague

In these occasions, we often use the adverbs 'lately' and 'recently'.

1

- I have answered the phone many times today.
(the day is not finished, I may answer the phone again)
- Gerard has been busy all afternoon.
(the afternoon isn't finished, Gerard is still busy)
- The Smiths have been on vacation all month.
(the month isn't over, the Smiths aren't back yet)
- We have been to the movies three times this month.
(the month isn't finished, we might go to the movies again)

2

- Wendy has failed her exam again.
(both speakers know that Wendy took a previous exam)
- Have you put the winter tires on your car?
(it is Fall, time to put on the winter tires)
- Has the baby been fed?
(the baby is crying, and it is about the time she usually eats)
- Have you prepared for your interview?
(both speakers know one of them is going for an interview)

3

- My wife has recently taken me to the opera.
(it isn't important to know exactly when)
- We've recently been to the museum.
(could be 2 weeks or 2 days ago)
- Have you seen any interesting movies lately?
(I know the person likes movies and watches them often)
- Sally hasn't been feeling well lately?
(she's been feeling unwell for a while, and still is)

The Present Perfect

The present perfect is used in the following contexts:

So far

It is used when you want extra information to a "how many" or "where" questions.

Ever

(life experience)

4

- How many drinks have you had so far?
- Where have you travelled to so far?
- Who have you seen up to date?
- Why have you spoken like this so far?

5

Question: **ever**

to China?

Answer + : **before**

there **before**.

Answer - : **never**

Have you ever been

Yes, I **have** been

No, I **have never**

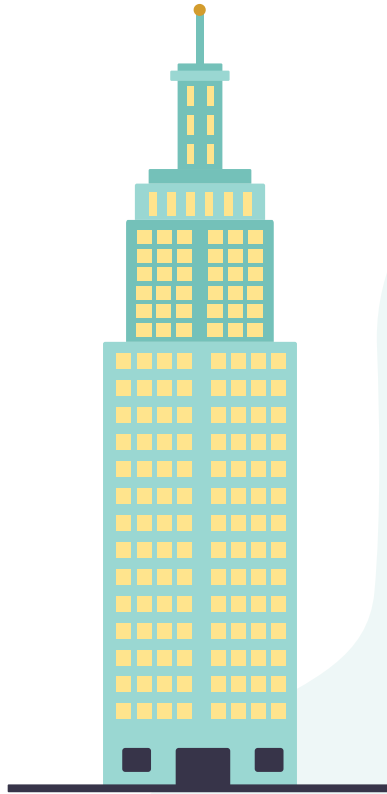


* Questions ask for extra information. It is not for yes or no answers.

Drill Questions - The Present Perfect

1. Have you ~~seen~~ him today?
2. Have you ~~seen~~ him this week?
3. Have you ~~seen~~ him this quarter?
4. How has he been?
5. Have you been well?

1. Have you been sick?
2. Have you been busy?
3. How have you been?
4. Have they been by lately?
5. Have they called recently?



11. Have they phoned lately?
12. Where have they been recently?
13. How many have you done so far?
14. How many have you ~~seen~~ so far?
15. How many have you sold up till now?
16. How much have you ~~said~~ to him so far?
17. Has he ever been to Jamaica?
18. Has he ever been to the Dominican Republic?
19. Has he ever been to Costa Rica?
20. Who here has ever been to Europe?



Vocabulary -

Here are common expressions that refer to success, failure or opportunity.

To be a front-runner	Close but no cigar
To bite off more than one can chew	To be caught red-handed
To make a name for yourself	In the bag
The cream of the crop	To fall from grace
From rags to riches	Flying colors
To kill two birds with one stone	The sky's the limit
To make or break	A flop

Conversational Questions

- Tell us about a success story you know of.
- Do you find it difficult to recover from a failure?
- Tell us of one occasion when you were really proud of yourself.
- Do you think it is easier to make it in a big corporation or a small business?
- Do you see life as a glass half full or half empty?

Your turn

Make a sentence with the verb 'scrape'.

Ask a question using the prepositional phrase 'be able to'.

Ask a question using the verb 'cater'.

Make a sentence with the compound verb 'give up'.



Reading References

OACIQ

Do you know the BCP Form well?



**EXCLUSIVE BROKERAGE CONTRACT – PURCHASE
 CHIEFLY RESIDENTIAL IMMOVABLE CONTAINING LESS THAN 5 DWELLINGS**

NOTE – This form is to be used when a written brokerage contract is signed with a natural person.

1. IDENTIFICATION OF THE PARTIES

IDENTIFICATION OF THE AGENCY OR BROKER

<p>NAME OF AGENCY OR BROKER</p> <p><input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account</p> <p>_____</p> <p>_____</p> <p>ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL</p> <p>_____</p> <p>REPRESENTED BY</p> <p>Licence number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p><input type="checkbox"/> carrying on activities within the following business corporation:</p> <p>NAME OF BUSINESS CORPORATION</p> <p>_____</p>	<p>NAME OF AGENCY OR BROKER</p> <p><input type="checkbox"/> real estate agency <input type="checkbox"/> real estate broker acting on his own account</p> <p>_____</p> <p>_____</p> <p>ADDRESS OF ESTABLISHMENT, TELEPHONE NUMBER, EMAIL</p> <p>_____</p> <p>REPRESENTED BY</p> <p>Licence number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p><input type="checkbox"/> carrying on activities within the following business corporation:</p> <p>NAME OF BUSINESS CORPORATION</p> <p>_____</p>
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(hereinafter called "the AGENCY" or "the BROKER")

IDENTIFICATION OF THE BUYER

<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 1 AND HIS REPRESENTATIVE, IF APPLICABLE</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>NAME, ADDRESS, TELEPHONE NUMBER AND EMAIL OF BUYER 2 AND HIS REPRESENTATIVE, IF APPLICABLE</p>
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(hereinafter called "the BUYER")

1.1 The BUYER's identity was verified on _____ using the following document for:

DATE

BUYER 1 or his REPRESENTATIVE

- Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth:

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 /

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 /

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 YEAR MONTH DAY

Profession or principal activity: _____

BUYER 2 or his REPRESENTATIVE

- Driver's Licence Health Insurance Card
 Permanent Resident Card Passport
 Other ID document (with photo): _____

TYPE OF DOCUMENT

Document number: _____

PROVINCE OR TERRITORY AND COUNTRY OF ISSUANCE

EXPIRATION

Date of birth:

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 YEAR MONTH DAY

Profession or principal activity: _____

1.2 If the BUYER is represented, indicate:

Nature of relationship between BUYER 1 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 1, indicate:

Date of birth:

YEAR				MONTH		DAY	

Profession or principal activity: _____

Nature of relationship between BUYER 2 and his representative:

RELATIONSHIP TO BUYER (E.G. MANDATARY)

For BUYER 2, indicate:

Date of birth:

YEAR				MONTH		DAY	

Profession or principal activity: _____

2. OBJECT AND TERM OF CONTRACT

2.1 The BUYER retains the exclusive services of the AGENCY or the BROKER to search for an immovable as described hereunder and obtain an agreement to purchase. This contract expires at 11:59 p.m. on _____ .

DATE

Failing a stipulation as to the date of expiry, this contract shall expire 30 days after its making.

Unless otherwise stipulated in clause 10.1, this contract can be terminated.

3. ESSENTIAL FEATURES OF THE IMMOVABLE

3.1

(E.G. RESIDENTIAL, LEASE, VACATION PROPERTY, SITE, LOCATION OR ADDRESS OF IMMOVABLE)

(hereinafter called "the IMMOVABLE")

4. ADDITIONAL FEATURES

4.1

(E.G. TYPE OF CONSTRUCTION, YEAR BUILT, NUMBER OF ROOMS, BEDROOMS, BATHROOMS, POWDER ROOMS, LOT SIZE, GARAGE, POOL, WATERFRONT, NEAR SCHOOL OR OTHER SERVICES)

5. DESIRED PRICE AND TERMS OF PURCHASE

5.1 Desired purchase price: _____ dollars
(\$ _____).

Any taxes on Goods and Services, Québec sales tax or other tax that may be imposed as a result of the sale of the IMMOVABLE, as applicable, and to be collected by the seller under applicable tax laws shall be remitted by the BUYER to the seller upon the signing of the deed of sale.

5.2 Cash available: _____ Monthly payments: _____ Other(s): _____

5.3 Desired date or time frame for signing of the deed of sale: _____

5.4 Desired date or time frame for occupancy: _____

6. REMUNERATION (PLUS TAXES)

6.1 The BUYER shall pay to the AGENCY or the BROKER, in the cases provided in 1, 2 and 3 of this clause, remuneration of:

- _____ percent (_____ %) of the price indicated on a promise to purchase, in the cases provided in 1 and 2, or of the desired price indicated in clause 5.1, in the case provided in 3 or for any transaction involving the SELLER's share capital;

OR

- a lump sum of: _____ dollars (\$ _____).

1. except if no deed of sale is signed through the seller's fault, where an agreement relating to the purchase, exchange or lease of an immovable referred to in clause 3.1, to which the BUYER is party, is concluded during the term of this contract, whether through the AGENCY or BROKER or not, and all conditions thereof are fulfilled, except the signing of the deed of sale;

OR

2. where an agreement relating to the purchase, exchange or lease of an immovable referred to in clause 3.1, to which the BUYER is party, takes place within 180 days following the expiry date of this contract, where the BUYER was interested in this immovable during the term of the contract, unless, during this period, the BUYER concluded in good faith with another agency or another broker a contract stipulated to be exclusive for the purchase, exchange or lease of an immovable referred to in clause 3.1;

OR

3. where the BUYER voluntarily prevents the free performance of this contract.

6.2 Any tax that may be imposed as a result of services rendered by the AGENCY or the BROKER shall be added to the remuneration provided for in this contract and shall be paid by the BUYER to the AGENCY or the BROKER, in accordance with applicable tax provisions.

6.3 The AGENCY or the BROKER undertakes to collect any remuneration due by another agency or broker. The amount of remuneration thus collected by the AGENCY or the BROKER shall be deducted from the remuneration provided for in this contract.

Likewise, if the AGENCY or the BROKER collects remuneration under another brokerage contract to which it is a party, the portion offered as share to another agency or another broker shall be deducted from the remuneration provided for in this contract.

6.4 The AGENCY or the BROKER shall not claim remuneration from the BUYER in the following cases:

1. if the AGENCY or the BROKER or the broker representing the AGENCY sells to the BUYER an immovable in which:
 - a) he holds an interest;
 - b) a partnership or legal person controlled by him holds an interest.

OR

2. if one of the following persons sells to the BUYER an immovable in which he holds an interest:

- a) the married, civil union, or de facto spouse of the BROKER or of the broker representing the AGENCY;
- b) a legal person or a partnership controlled by the married, civil union or de facto spouse of the BROKER, or of the broker representing the AGENCY.

7. DECLARATIONS AND OBLIGATIONS OF THE BUYER

- 7.1** During the term of this contract, the BUYER undertakes not to, directly or indirectly:
1. negotiate or take steps on his own, or through a person other than the AGENCY or the BROKER, with the owner of any immovable referred to in clause 3.1;
 2. become party to an agreement to purchase, exchange or lease any immovable referred to in clause 3.1, other than through the AGENCY or the BROKER.
- 7.2** Notwithstanding clause 7.1, the BUYER shall have the right to visit an immovable when it is open to the public without an appointment (Open House). However, the BUYER undertakes to disclose, at the time of the visit, that he is represented by the AGENCY or the BROKER. He also undertakes to disclose to the AGENCY or the BROKER any interest he may have in an immovable, including as a result of such visit.
- 7.3** The BUYER declares that, unless stipulated otherwise in clause 10.1, he has not concluded any exclusive mortgage brokerage contract or any brokerage contract to purchase, which may still be in effect, with an agency or a broker other than the AGENCY or the BROKER, nor any promise to purchase, exchange or lease, or any lease with a right of first refusal in his favour with the owner of any immovable referred to in clause 3.1.
- 7.4** The BUYER shall provide to the AGENCY or the BROKER, upon request, a copy of the documents needed to establish his financial capacity to acquire an immovable referred to in clause 3.1, at the price indicated in clause 5.1.
- 7.5** The BUYER shall keep the AGENCY or the BROKER informed of any change in his financial situation or any situation that could compromise the performance of this contract, including concerning his marital status.



Personal Notes