



BFLG'S DRAFT ORDER FOR THE SALE OF A MATRIMONIAL HOME

This court makes the following order:

1. The jointly held property located at _____ ("the property") shall be listed for sale within 30 days and sold forthwith to the first arm's-length purchaser making a reasonable offer, as recommended by the parties' real estate agent.
2. Within 10 days of this order, the parties shall agree on a real estate agent to implement the listing and sale of the property whom is neither a relative nor a friend of a party. If the parties cannot agree on a real estate agent within 10 days of this order, then the _____ shall provide the names of 5 real estate agents from different real estate brokerages whom is neither a relative nor a friend of a party to the _____ within 12 days of this order. The _____ shall then select 1 of the 5 real estate agents proposed by the _____ within 15 days of this order. If the _____ fails to provide their selection of a real estate agent within 15 days of this order, then the _____ shall be at liberty to select a real estate agent of their choosing from that list of 5 real estate agents.
3. Unless the parties agree in writing otherwise, the closing for the sale of the property shall be no earlier than 30 days from the date of this order and not past 120 days from the date of this order.
4. The parties shall direct the real estate agent to keep both parties updated, informed and notified of all communications, correspondence, showings, open houses and appointments for the sale of the property.
5. The parties shall direct the real estate agent to keep both parties informed of all verbal and written offers and any feedback from potential buyers.
6. Unless the parties agree in writing otherwise, the appliances and fixtures shall be included in the listing and sale of the property including, but not limited, the refrigerator, oven, stove, dishwasher, washer, dryer, built-in microwave, light fixtures and built-ins. The parties shall ensure

7. that the appliances and fixtures remain in good working order, free of any liens or encumbrances, save and except for any rentals.
8. The _____ shall be permitted to attend the property on 2 separate occasions for inspection purposes, specifically, 1 attendance prior to the listing for sale of the property and 1 attendance after the property is listed for sale. The _____ shall not remove any item from the property. Such attendances shall be accompanied by the real estate agent only. _____ shall be absent from the property at such times.
9. Within 30 days of this order, each party shall deliver to the other party a list of all such items in the property with a proposal for the equitable division of same by denoting which items will be removed by each party upon the closing of the sale of the property. The final resolution of this issue may be addressed in a future conference, mediation or trial.
10. The parties shall follow the recommendations of the real estate agent for repairs needed to ready the property for sale. Such costs shall be equally shared.
11. The parties shall follow the recommendations of the real estate agent for the staging of the property. Such costs shall be equally shared.
12. The _____ shall maintain the property in commercially attractive condition until its sale.
13. The _____ shall fully cooperate with all showings on reasonable notice as determined by the real estate agent and shall make arrangements to vacate the property in order to accommodate showings. If a showing is requested during the children's dinner time, bath time or bed time, the _____ shall reschedule the showing with the real estate agent to accommodate the children's schedule. Neither party shall be in attendance at the property during showings.
14. Neither party shall in any way record, either by audio, video or otherwise, the showings of the property.
15. If a potential purchaser is known to either party including, but not limited to, relatives or friends, this must be disclosed to the real estate agent, including the nature of the relationship and any benefit, if any, to the party, relative or friend.

16. The parties shall be equally responsible for daily household expenses incurred from the date of this order to the closing of the sale of the property including, but not limited to, mortgage, property taxes, utilities, insurance utilities, water, sewage, electricity, telephone, cable, internet, gardening, snow removal and home security. Within 60 days of this order, each party shall prepare and deliver to the other party a detailed list of all expenses incurred by each after the date of separation until the closing of the sale of the property with a proposal for the equitable division of same. The final resolution of this issue may be addressed in a future conference, mediation or trial.
17. If the parties have a disagreement with respect to any part of the process for the listing and sale of the property, the parties shall defer to the recommendations of the real estate agent including reductions to the listing price.
18. Within 10 days of the execution and completion of an agreement of purchase and sale, the parties shall agree on a real estate lawyer to close the transaction. The real estate lawyer shall not be a relative nor friend of a party. If the parties cannot agree on a real estate lawyer within 10 days of the execution and completion of an agreement of purchase and sale, then the _____ shall provide the names of 5 real estate lawyers from different law firms whom are neither a relative nor a friend of a party to the _____ within 12 days of the execution and completion of an agreement of purchase and sale. The _____ shall then select 1 of the 5 real estate lawyers proposed by the _____ within 15 days of the execution and completion of an agreement of purchase and sale. If the _____ fails to provide their selection of a real estate lawyer within 15 days of the execution and completion of an agreement of purchase and sale, then the _____ shall be at liberty to select a real estate lawyer of their choosing from that list of 5 real estate agents.
19. The parties shall direct their jointly retained real estate lawyer to pay the following expenses from the sale of the property:
 - a. Real estate commission;
 - b. Adjustments for taxes, utilities, municipal fees or levies;
 - c. Legal fees and disbursements relating to the sale; and
 - d. All other usual sale adjustments.
20. If the parties have a disagreement with respect to any part of the completion of an agreement of purchase and sale, the parties shall defer to the recommendations of the real estate lawyer.

21. Unless the parties agree in writing otherwise, the real estate lawyer shall provide an interim distribution of _____ to each party from the net proceeds of sale.
22. After paying the amounts referred to in paragraphs _____ above, the remaining net proceeds of sale from the property shall be held in trust by the jointly retained real estate lawyer pending further court order or written agreement of the parties. The final resolution of this issue may be addressed in a future conference, mediation or trial.
23. Both parties shall cooperate fully with the listing and sale of the property, which includes, but is not limited to, signing any and all documents necessary to give effect to the above paragraphs. Neither party shall unreasonably delay such cooperation or signing of documents.
24. Despite the aforesaid provisions, if an issue arises that the parties cannot resolve with the assistance of the real estate agent or real estate lawyer, either party may bring an urgent motion before this Honourable Court on short notice to have the issue addressed.

This draft order was inspired by the decision of the Honourable Justice Kraft in her May 23, 2025 Endorsement in the case of Ying Lee v. Gadsby, 2025 ONSC 3068



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