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Negotiating an extension. *What gets decided when the closing date moves.*

A short observation on the small conversation that happens at the closing edge: why extensions get requested, what gets extracted in exchange, and what the conversation reveals about the file.

Author: By Taran Aujla, Salesperson

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Closing dates move. On most files at least once. Financing is delayed. Title turns up an issue that takes time to resolve. A lender's underwriting team asks for one more document. An appraisal comes in late. The seller's contractor was slower than expected on a pre-closing repair. A wire transfer does not clear in time across borders.

The extension request usually arrives by phone or email, often with twenty-four or forty-eight hours of runway. The conversation that follows decides more than buyers and sellers typically realise. It decides the economic outcome of the deal at the closing edge, the relationship between the parties through to keys exchange, and the precedent for how the rest of the file gets handled.

The party requesting the extension is in a weak position by default. They are asking. The party receiving the request has leverage by default. They can grant, deny, condition, or counter.

Most extensions get granted. The request is reasonable, the reason is real, the receiving party is also incentivised to close. But the granting of the extension is rarely free, and what gets extracted in exchange is what separates a clean extension from a costly one.

Why extensions get requested.

Financing delays are the most common cause. The buyer's lender requires one more document, an additional disclosure, an updated appraisal, or a re-underwrite triggered by something turned up during the diligence period. On premium files where the buyer's wealth profile is non-standard, lender questions surface late more often than on a residential mortgage.

Title issues. A registration shows an encumbrance that needs to be discharged. A survey reveals an encroachment. An old mortgage was never properly discharged from the parcel register. A holdover charge from a prior owner.

Insurance. The buyer's policy was bound on different terms than the lender accepts. A specific endorsement is required. A high-value property requires specialty coverage that takes longer to underwrite than a standard residential policy.

The seller's pre-closing obligations. A repair was promised and not completed. A removal was promised and not done. A consent, estoppel, or compliance certificate was required and not yet received.

Cross-border or commercial deal mechanics. A wire transfer caught in compliance review. A foreign exchange settlement that takes an extra business day. A corporate authorisation document that needs an additional signatory.

Life circumstances. The buyer's funds are in transit. The seller's move has been delayed. A medical event on either side. A flight cancelled.

None of these are bad faith. All of them are extensions that can be granted on reasonable terms. The question is what those reasonable terms are.

What I look at when I am in the conversation.

The reason for the request, in writing if possible, with documentation. A lender letter, a lawyer's confirmation, a contractor's update. Vague reasons are different from documented ones, and the difference shows up in the terms that get accepted.

The length of the extension. Most legitimate extensions are forty-eight to ninety-six hours. Anything longer than a week starts to look structural, and structural problems require a different conversation, often a formal amendment to the agreement.

What the receiving party is at risk of. A seller who has already moved out, signed a lease, or committed to a closing on their next purchase has different exposure than a seller still in the property. The exposure determines what the conversation should produce.

The compensation, if any. Some extensions get granted on no-charge terms because the relationship and the deal economics warrant it. Others involve a per diem occupancy fee, an interest credit on the deposit, a small price adjustment, or a fee. The right answer depends on the specific exposure on each side, not on a formula.

The signal. How an extension request gets handled is often a signal of how the rest of the file will go. The party that requests graciously, with full documentation and a reasonable offer of compensation, is the party that will likely behave well through to keys. The party that requests at the last minute with vague reasons and no offer is the party to watch closely for the next surprise.

What this tells you about the file.

The extension is a small moment with disproportionate weight. It happens near the end, when both parties are tired, when the urgency is high, and when the decisions made in a few hours can move thousands of dollars in either direction.

The work that produces a clean extension was done at the front of the file: clear documentation, professional tone, conservative timeline buffers built in at the offer stage, a counterparty who knows the file end to end, and a representative who has seen the conversation before and knows what it is actually about.

By the time the extension request arrives, most of the work that determines the outcome has already happened. The conversation just makes it visible.

That is what the extension conversation is actually testing.

This piece is a written observation from the practice. Not legal advice. Legal opinions stay with your lawyer.