

## ARTICLE 7 – SPECIAL ADMINISTRATIVE PENALTIES

The failure to comply with the PropTx MLS® Rules, will be subject to the to the Schedule herein to be used by the PSRP as per Article 4 and in the Early Complaint Resolution Process as per Article 6 on a cumulative, per listing/per breach basis. Subsequent violations by a Salesperson within a two (2) year period are subject to the escalated penalties herein. Likewise, Brokerages to which the Salesperson belongs may be subject to the same penalties.

<b>GENERAL</b>		
<b>2.01</b>	<p>These PropTx MLS® Rules shall be interpreted in accordance with RECO Rules, the CREA Rules, and all applicable laws and regulatory requirements.</p> <p>If any PropTx MLS® Rules or CREA Rules conflict with the RECO Rules or any applicable laws or regulatory requirements, the conflicting MLS® Rules or CREA Rules will be considered inoperative for the purposes of these MLS® Rules to the extent of such conflict.</p>	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>2.04</b>	All Members shall abide by the RECO Rules, the CREA Rules, the PropTx MLS® Rules as adopted from time to time, and the Authorized User Agreement as amended, restated, or replaced from time to time and by all applicable laws and regulatory requirements. No Member shall act in a manner so as to attempt to avoid or circumvent the RECO Rules, the CREA Rules or these PropTx MLS® Rules, or any applicable laws or regulatory requirements.	First Breach: \$1,000.00 Repeat Breach: \$2,000.00
<b>2.05</b>	When requested in writing by the Association, the Listing Brokerage shall forward to the Association a copy of any documentation pertaining to an MLS® Listing Agreement by 11:59 p.m. of the next Business Day.	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>2.06</b>	All Members shall comply, in full, with any audit conducted by the Association. Brokerages shall redact any remuneration information when documentation is requested pursuant to an audit.	First Breach: \$5,000.00 Repeat Breach: \$10,000.00
<b>LISTING INFORMATION AND DOCUMENT ATTACHMENTS</b>		
<b>3.01</b>	Members are responsible for the accuracy of all information submitted to the MLS® System including photographs and all documentation. No language in the MLS® Listing shall be used to override or diminish this responsibility. The Association is not obligated to or responsible for reviewing the accuracy or propriety of any MLS® Data Information Form, MLS® Listing Agreement or Document Attachments. Members must immediately correct any inaccuracy and notify the Association when necessary.	First Breach: \$1,000.00 Repeat Breach: \$2,000.00

<b>3.02</b>	By submitting an MLS® Listing to the MLS® System, the Member represents and warrants to the Association and to all Members that a valid, complete, and accurate MLS® Listing Agreement and Document Attachments that comply with the applicable requirements of the MLS® Rules is in effect between the Seller and the Listing Brokerage and that MLS® Listing is complete and accurate. The submission of a Listing to the PropTx MLS® System shall not affect the Listing Brokerage's ownership rights in the Listing Brokerage's MLS® Listing Agreement and Document Attachments with the Seller.	First Breach: \$1,000.00 Repeat Breach: \$2,000.00
<b>3.03</b>	All MLS® Listings submitted to the MLS® System shall be completed on current approved MLS® Listing Agreements and MLS® Data Information Forms.	First Breach: \$300.00 Repeat Breach: \$600.00
<b>3.04</b>	<p>All remarks must appear in the appropriate field of an MLS® Listing as follows:</p> <ul style="list-style-type: none"> <li>a) The public facing fields shall only display comments which provide pertinent information concerning the property, including, but not limited to, descriptions of the property, information about renovations, etc.;</li> <li>b) The Broker Remarks field shall only display comments which provide pertinent information that could impact Co-operating Brokerages, including, but not limited to:               <ul style="list-style-type: none"> <li>i. Any terms of the MLS® Listing Agreement that would modify either the total remuneration payable to the Listing Brokerage or the offer of remuneration payable to the Co-operating Brokerage; and</li> <li>ii. Seller contact information;</li> </ul> </li> <li>c) The Offer Remarks field shall display all comments related to the registration of Offers and Seller direction, including, but not limited to:               <ul style="list-style-type: none"> <li>i. The date and time of an offer presentation;</li> <li>ii. If a Seller is reserving the right to review pre-emptive Offers; and</li> <li>iii. Seller direction that the Co-operating Brokerage not be in attendance during an Offer presentation; and</li> </ul> </li> <li>d) The Appointment/Showing Remarks field shall display all information related to Showing the property.</li> </ul>	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>3.05</b>	<p>Information published on the MLS® System shall relate directly to the listed real estate and the MLS® Listing Agreement.</p> <p>Public facing fields of an MLS® Listing shall not include any information that promotes goods and services, or any form of solicitation. Specifically, an MLS® Listing must not include any form</p>	First Breach: \$500.00 Repeat Breach: \$1,000.00

	<p>of self-promotion of the Member or third-party information, including but not limited to, telephone number, email addresses, and website URLs with the exception that the phrases “visit my website for further information about this Listing” or “visit the REALTOR® website for further information about this Listing.”</p> <p>The Brokerage Remarks field may include the name, address, telephone and/or email address or facsimile number of Member(s) to be contacted for more information concerning the property.</p>	
<b>3.07</b>	<p>Without limiting the generality of the foregoing and the other provisions of the MLS® Rules, any such MLS® Listing shall not be accepted by the Association as an MLS® Listing:</p> <ul style="list-style-type: none"> <li>a) If it excludes any Members from showing the property;</li> <li>b) If it excludes any Members from acting as a Co-operating Brokerage;</li> <li>c) If it is not accompanied by at least one image of the listed real estate subject to the exemption that listed real estate that is not built may use a photograph of the land, an artist rendering, a map indicating the location of the Real Estate or a photograph of the model home with a photograph label indicating as such; or</li> <li>d) If all Mandatory Fields have not been completed.             <ul style="list-style-type: none"> <li>i. Where realty taxes are required to appear on the MLS® System as a Mandatory Field, the amount to be shown shall be the current year’s annual taxes or if not available, the prior year’s annual taxes. In instances when the current or prior year’s annual taxes are not available, an MLS® System field selection indicating “taxes not yet assessed” will be chosen, if available, or the Brokerage Remarks shall be updated to read “taxes not yet assessed.”</li> <li>ii. A Mandatory Field will not be deemed complete unless the information in the field is accurate.</li> <li>iii. All registered title holders must be included in the Seller field. If there is insufficient space in the Seller field to list all names, then this information may be continued in the Brokerage Remarks field.</li> </ul> </li> </ul>	<p>First Breach: \$500.00 Repeat Breach: \$1,000.00</p>
<b>3.09</b>	<p>A Member submitting an MLS® Listing or Cancellation or a suspension of an MLS® Listing to the MLS® System represents and warrants to the Association that the Member had been so authorized by the person(s) legally entitled to sell the property and agrees to indemnify and hold PropTx and the Association harmless from all claims of third parties if this is not the case.</p>	<p>First Breach: \$1,000.00 Repeat Breach: \$2,000.00</p>

<b>3.10</b>	<p>Only one (1) MLS® Listing for any one (1) trade function signed by the same Seller may be placed on the MLS® System at any one (1) time. The following are examples of what are considered separate trade functions under this Rule:</p> <ul style="list-style-type: none"> <li>a) Sale/Lease;</li> <li>b) Furnished/Unfurnished; and</li> <li>c) Sale by property Owner/Power of Sale.</li> </ul> <p>For Commercial MLS® Listings, up to three (3) Property types are permitted on the MLS® System at the same time.</p> <p>Properties with both Residential and Commercial uses may be listed in both Residential and Commercial classes.</p>	<p>First Breach: \$500.00 Repeat Breach: \$1,000.00</p>
<b>3.11</b>	All properties that are to be traded separately shall be listed separately	<p>First Breach: \$500.00 Repeat Breach: \$1,000.00</p>
<b>3.12</b>	All properties that are to be traded together must be listed together.	<p>First Breach: \$500.00 Repeat Breach: \$1,000.00</p>
<b>3.13</b>	An MLS® Listing shall show the names of all Brokerage Members that are party to the MLS® Listing Agreement. If there is insufficient space in the specified field, then this information can be continued in the Brokerage Remarks field.	<p>First Breach: \$500.00 Repeat Breach: \$1,000.00</p>
<b>3.14</b>	An MLS® Listing Agreement shall run for a period of not less than sixty (60) days from the Commencement date.	<p>First Breach: \$500.00 Repeat Breach: \$1,000.00</p>
<b>3.15</b>	<p>Any Exclusion shall be in writing and shall not be binding on a Co-operating Brokerage or self-represented party unless notice of the existence of the Exclusion is published on the MLS® System. An MLS® Listing Agreement and Document Attachments that includes an Exclusion that has the effect of limiting a Listing Brokerage's obligations that otherwise would exist under the MLS® Rules shall be subject to refusal or removal from the MLS® System.</p> <p>The provisions of the MLS® Listing Agreement set out under the headings:</p> <ul style="list-style-type: none"> <li>a) Warranties;</li> <li>b) Family Law Act;</li> <li>c) Verification of Information;</li> </ul>	<p>First Breach: \$1,000.00 Repeat Breach: \$2,000.00</p>

	<p>d) Use and Distribution of Information;  e) Successors and Assigns; and  f) Conflict or Discrepancy</p> <p>are necessary for the orderly operation of the MLS® System.  Notwithstanding any other provisions of the MLS® Rules or CREA Rules, these provisions shall not be amended or deleted.</p>	
<b>3.16</b>	<p>MLS® Listings appearing on the MLS® System shall be immediately available (subject to applicable legislation, the rights of and reasonable accommodation to the occupancy) for showings, inspections, and registration of Offers.</p> <p>Once an MLS® Listing is conditionally sold, the requirement that the MLS® Listing be available for showings shall continue unless otherwise directed by the Seller in writing. The Seller's instructions on showings must be accurately reflected in the MLS® Listing.</p> <p>In the event an existing MLS® Listing becomes unavailable for showings, inspections or registration of Offers, the MLS® Listing shall be suspended by the Listing Brokerage. While under suspension, a record of all requests by Co-operating Brokerages for showings, inspections, and registration of Offers shall be kept by the Listing Brokerage.</p> <p>Upon the Seller rescinding the suspension, the Listing Brokerage shall immediately notify all Co-operating Brokerages who have requested showings, inspections or registration of Offers.</p>	<p>First Breach:  \$500.00  Repeat Breach:  \$1,000.00</p>
<b>3.17</b>	<p>MLS® Listings on the MLS® System shall contain all the information necessary for preparing an Offer for Sale, Lease, or Sub-Lease.</p>	<p>First Breach:  \$500.00  Repeat Breach:  \$1,000.00</p>
<b>3.18</b>	<p>In all instances when an MLS® Listing Agreement Commences, the Listing Brokerage shall process the MLS® Listing through the MLS® System by 11:59 p.m. the next Business Day following the Commencement date of the MLS® Listing Agreement.</p>	<p>First Breach:  \$500.00  Repeat Breach:  \$1,000.00</p>
<b>3.19</b>	<p>In the event an MLS® Listing Salesperson is no longer associated with the Listing Brokerage, the Listing Brokerage shall ensure that the MLS® Listing Salesperson field contains the Broker of Record/Manager's name or the name of a Member who is familiar with the property.</p>	<p>First Breach:  \$500.00  Repeat Breach:  \$1,000.00</p>
<b>3.20</b>	<p>Where the lot size of a residential property is irregular, the Listing Brokerage shall report the frontage and the smaller dimension of the</p>	<p>First Breach:  \$500.00</p>

	depth, and identify irregular as the lot shape on the PropTx MLS® System.	Repeat Breach: \$1,000.00
<b>3.21</b>	The Listing Brokerage shall update the MLS® System no later than 11:59 p.m. the next Business Day following any amendment to the MLS® Listing Agreement.	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>REPORTING</b>		
<b>4.01</b>	When an MLS® Listing is processed as both a residential and commercial MLS® Listing on the MLS® System, the trade shall be reported for both MLS® Listing numbers.	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>4.02</b>	<p>The sale, lease or sub-lease of a residential or commercial MLS® Listing shall be reported by the Listing Brokerage through the MLS® System, whether conditional or firm, by 11:59 p.m. the next Business Day following acceptance of an Offer. Members shall not be permitted to avoid these notice obligations to the Association by, for example, cancelling an MLS® Listing between receipt (or anticipated receipt) and acceptance of an Offer, or encouraging a Seller to do so.</p> <p>A commercial sale, lease, or sub-lease price shall be Reported:</p> <ul style="list-style-type: none"> <li>a) Using the original unit of measure on the MLS® Listing;</li> <li>b) At the time of Reporting a firm transaction; or</li> <li>c) At the same time as Reporting a firm transaction, and request that the price be suppressed until after closing.</li> </ul> <p>All changes in the status of a Reported conditional sale on the MLS® Listing shall be Reported by the Listing Brokerage on the MLS® System by 11:59 p.m. the next Business Day following the change.</p>	First Breach: \$1,000.00 Repeat Breach: \$2,000.00
<b>4.03</b>	Any sale during the holdover period shall be Reported to the Association by 11:59 p.m. the next Business Day.	First Breach: \$1,000.00 Repeat Breach: \$2,000.00
<b>4.04</b>	The Listing Brokerage shall Report if a firm sale falls through, or if a conditional Offer does not become a firm sale, to the Association by 11:59 p.m. the next Business Day.	First Breach: \$1,000.00 Repeat Breach: \$2,000.00
<b>4.05</b>	Prior to reporting a transaction to the MLS® System, chattels and other elements included in the sale price but not contained in the	First Breach: \$1,000.00

	original MLS® Listing Agreement shall be added to the MLS® Listing in the inclusions field.	Repeat Breach: \$2,000.00
<b>ADVERTISING</b>		
<b>5.01</b>	<p>Every image submitted to the MLS® System shall prominently feature the property specific information about the Real Estate Component itself and aspects of the immediate surroundings that relate directly to the Real Estate Component, including, but not limited to, scenery viewed from the Real Estate Component.</p> <p>The following images cannot be included in an MLS® Listing:</p> <ul style="list-style-type: none"> <li>a) Digitally altered images including the use of any artificial intelligence (“AI”) system or technology to create, alter, or enhance images or digital staging that do not accurately depict the listed real estate;</li> <li>b) Images of surrounding amenities that are not in view of the listed real estate;</li> <li>c) Images of advertising or marketing messages with the exception of architectural drawings, floor plans, maps, aerial or distance photographs relating to the listed real estate which is labelled as such; and</li> <li>d) Any persons or digital representations of persons.</li> </ul> <p>This Rule does not preclude PropTx or the Association from adding a watermark to the photographs.</p>	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>5.02</b>	MLS® Signs placed on properties listed on the MLS® System may display such MLS® Marks and REALTOR® Marks as are authorized by CREA from time to time.	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>5.03</b>	<p>MLS® Signs placed on properties that are listed on the MLS® System shall reflect the current status of that MLS® Listing. This includes, but is not limited to, the following instances:</p> <ul style="list-style-type: none"> <li>a) That the MLS® Sign corresponds with the MLS® Listing status of “For Sale” or “Sold” or “For Lease” or “Leased” as the case may be;</li> <li>b) A Member shall promptly remove their MLS® Sign from property that becomes listed by another Member for the same trade function; and</li> <li>c) A Member shall promptly remove their MLS® Sign from a property where the MLS® Listing is expired, terminated, or suspended.</li> </ul>	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>5.04</b>	Members other than the Listing Brokerage may not advertise an MLS® Listing unless an MLS® Listing Agreement so indicates and	First Breach: \$1,000.00



	Members have received specific written permission from the Listing Brokerage prior to each occasion of advertising.	Repeat Breach: \$2,000.00
<b>5.05</b>	By submitting Marketing Materials to the MLS® System the Member warrants to the Association that they have permission to use such Marketing Materials in that manner. Members shall only use Marketing Materials which they have created or purchased, including, but not limited to, all images, graphics, text, and photographs. Any permission to use such information must be provided by written consent.	First Breach: \$1,000.00 Repeat Breach: \$2,000.00
<b>SHOWINGS AND APPOINTMENTS</b>		
<b>6.02</b>	Subject to the terms of the MLS® Listing Agreement, all appointments with the Seller to show or inspect an MLS® Listing shall be made through the Listing Brokerage or as indicated on the MLS® System.	First Breach: \$2,000.00 Repeat Breach: \$4,000.00
<b>6.03</b>	Subject to the terms of the MLS® Listing Agreement, the Listing Brokerage shall: <ul style="list-style-type: none"> <li>a) Make appointments and confirm them without delay; and</li> <li>b) If an appointment cannot be made, the Listing Brokerage shall immediately advise the Co-operating Brokerage requesting the appointment and continue to attempt to arrange an appointment for a time suitable to all parties if requested.</li> </ul>	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>6.04</b>	Subject to the terms of the MLS® Listing Agreement a Member, who is unable to keep an appointment to show or inspect a MLS® Listing shall immediately advise the Listing Brokerage prior to the appointment, who shall in turn immediately advise the Seller or occupant.  In instances when the Listing Brokerage is unable to keep an appointment to show or inspect a MLS® Listing, the Listing Agent shall immediately advise the Member who has the appointment, prior to the appointment, who shall in turn immediately advise the prospective Buyer.	First Breach: \$500.00 Repeat Breach: \$1,000.00
<b>6.05</b>	Unless otherwise agreed to in writing by the Seller, a Listing Brokerage shall ensure that a Registrant accompanies a non-Registrant during the entire period said non-Registrant is at the property and only during the agreed upon period.	First Breach: \$2,000.00 Repeat Breach: \$4,000.00



	The Co-operating Brokerage shall be responsible for verifying the identity of its own client prior to booking an appointment to show or inspect an MLS® Listing.	
<b>6.06</b>	When a Listing Brokerage utilizes a Courtesy Office to hold keys or security cards, the Listing Brokerage remains responsible for all keys and security cards provided to the Courtesy Office.	First Breach: \$1,000.00 Repeat Breach: \$2,000.00
<b>6.07</b>	A Member shall not interfere or tamper with a lock box of another Member.	First Breach: \$2,000.00 Repeat Breach: \$4,000.00
<b>6.08</b>	A Member who is in receipt of a lock box combination or other access credentials shall not disclose the combination or access credentials to any other person without the consent of the Seller.	First Breach: \$2,000.00 Repeat Breach: \$4,000.00
<b>6.09</b>	Keys shall be re-deposited in a lock box immediately upon exiting the property and the lock box shall be properly secured.	First Breach: \$2,000.00 Repeat Breach: \$4,000.00