

MLS® POLICY

(Supersedes and Replaces all Previous MLS® Policies)

MLS® Policy generally relating to the MLS® System
of the London and St. Thomas Association of REALTORS®

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PREAMBLE

The MLS® Policies are to ensure a high standard of real estate industry practice, professional conduct, and accuracy of information. Users of the MLS® System are required to adhere to the MLS® Rules and Policies, avoiding or circumventing these is explicitly prohibited.

SECTION 1 – DEFINITIONS AND INTERPRETATIONS

1.01 In these MLS® Policies, unless the context otherwise requires:

- a) "Advertising" means promotion of any description including the posting and use of signs, and the words "Advertise" and "Advertisement(s)" have a corresponding meaning. Notwithstanding the generality of the foregoing, "Advertising" shall include any form of message to the general public, which may include but not limited to, electronic devices, radio, television, newspaper, flyers, form letters personally addressed or otherwise, computerized telephone messages, or the search results of unattended computer databases or sites.
- b) "Amendment" means the process by which a Listing Agreement is changed in any way and shall be evidenced by any document used to advise the Association of such change which shall include, but not be limited to, an Amendment to Listing Agreement form, Assignment of Listing Agreement form, Cancellation of Listing Agreement form and Suspension of Listing Agreement form. The verb "Amend" in its various forms shall have a corresponding meaning.
- c) "Association" means London and St. Thomas Association of REALTORS.
- d) "Authorized User" means any Person other than a Member who has been authorized by the Association to access or use any part of the MLS® Database.
- e) "Broker" means an individual who is registered as a Broker in accordance with the Trust in Real Estate Services Act, 2020.
- f) "Broker of Record" means the Broker so designated by the Brokerage in accordance with the Trust in Real Estate Services Act, 2020.
- g) "Brokerage" means a corporation, partnership, sole proprietor, association or other organization or entity that, is registered in accordance with the Act and on behalf of others and for compensation or reward or the expectation of such, trades in real estate or holds themselves or itself out as such.
- h) "Business Day" means all days other than Saturday, Sunday, and statutory holidays in the Province of Ontario.
- i) "Buyer" means any Person or Persons, or their lawfully authorized representative(s) who is/are participating in a trade of real estate.
- j) "Client" means:
 - i. with respect to a Brokerage and a Trade, a person who, in the Trade, is represented under a Representation Agreement by the Brokerage, and
 - ii. with respect to a Broker Member or Salesperson Member and a Trade in real estate, a person who, in the Trade, is represented under a Representation Agreement by the Brokerage that employs the Broker Member or Salesperson Member, if the Broker Member or Salesperson Member represents the person pursuant to the agreement to whom is owed primary allegiance including good faith, full disclosure, competence, obedience and accounting.



- k) "Content" means, but is not limited to, information, comments, opinions, statements, advice, descriptions, data, Images, graphics, audio clips, video clips, icons, attachments, files, links, ideas, or software.
- l) "Direct Data Entry" means the entering of listing information from the MLS® Data Input Form, Listing Agreement, if applicable, and any other data onto the MLS® System database by the Listing Brokerage's office or authorized designate.
- m) "HST" means the tax commonly known as the Harmonized Sales Tax imposed by the Excise Tax Act (Canada) as may be amended or replaced from time to time.
- n) "Image" means any depiction, including but not limited to photographs, digital images, virtual tours, renderings, sketches and maps, or any substitute for any of the above.
- o) "Inter-Board Listings" refers to property listings that are loaded onto a Multiple Listing Service (MLS®) System by a Listing REALTOR® who is not a member of the board governing that particular MLS® System. Compliance of the MLS® Rules and Policies are mandatory as set forth by that governing Board.
- p) "Listing Agreement" means the Representation Agreement, including any Amendment thereto, formed between a Seller as Client and a Brokerage regarding one or more aspects of a Trade in property and shall be evidenced by a duly executed copy of the standard Listing Agreement form prescribed from time to time by the Association.
- q) "Listing Brokerage" means the Brokerage that is a member of CREA and that has listed the property for Trade through the MLS® System.
- r) "MLS® Data Input Form" means the data input form, as prescribed by the Association from time to time to be used to obtain and submit property information for an MLS® Listing.
- s) "MLS® System" means the co-operative selling system operated and promoted by the Association in conjunction with the MLS® Marks. The MLS® System includes an inventory of listings of participating REALTORS®, and ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to affect the purchase and Trade of real estate.
- t) "MLS® System data" means any part of the MLS® System database.
- u) "MLS® System database" means the database of MLS® Listings and Trades operated by the Association for the benefit of its Members and Authorized Users as part of the MLS® System, and includes any and all content gathered, compiled, stored or published by the Association as part of the MLS® System, in whatever format it is gathered, compiled, stored or published by the Association, and further includes any and all such content which is made available by the Association to Members and Authorized Users, in whatever format it is disseminated to the Members and Authorized Users.
- v) "Property Specific Information" means 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.
- w) "REALTOR®" and "REALTORS®" are two of the REALTOR® Marks controlled by CREA and licensed by CREA. They identify members in good standing of CREA who provide real estate brokerage services (the "REALTOR® services") in compliance with CREA's by-laws, rules and policies, and the REALTOR® Code, as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations.



- x) "Salesperson" means an individual registered as a salesperson in accordance with the Act.
- y) "Seller" means every Person:
 - i. registered on title as the owner(s) of the property; and/or
 - ii. having the legal authority to Trade the property; or their lawfully authorized representative(s).
- z) "Show" means the introduction of a prospective Buyer to the Real Estate Component by the act of causing the prospective Buyer, where buildings exist, to examine the Real Estate Component both internally and externally or, where buildings do not exist, to view the grounds and, in either case, the surrounding area, in company with the Member who is attempting to sell the Real Estate Component or by causing such examination of the Real Estate Component by the prospective Buyer under arrangement made with the Listing Brokerage so that it may be done in company with the Seller, and "Shown" and "Showing" have a corresponding meaning.
- aa) "Transaction" or Trade" means a disposition or acquisition of, or transaction in real estate by sale, purchase, agreement for purchase and sale, exchange, option, lease, rental or otherwise and any offer or attempt to list real estate for the purpose of such a disposition, acquisition or transaction, and any act, advertisement, conduct or negotiation, directly or indirectly, in furtherance of any disposition, acquisition, transaction, offer or attempt, and the verb "Trade" has a corresponding meaning.
- bb) "Unlicensed Assistant" means a support staff member who provides administrative services to a specific licensed Broker/Salesperson or Brokers/Salespersons (which can include more than one Brokerage) but does not hold a real estate license themselves.

SECTION 2 - MLS® SYSTEM SECURITY

MLS® ACCESS AGREEMENT

2.01 The Broker of Record shall be responsible for establishing and maintaining security procedures acceptable to the Association to prevent unauthorized use of the Access Codes and/or Access Programs by their administrative staff.

2.02 The Broker of Record and Member to whom the Unlicensed Assistant is assigned to shall be responsible for establishing and maintaining security procedures acceptable to the Association to prevent unauthorized use of the Access Codes and/or Access Programs by their Unlicensed Assistant. A Member is only permitted to have one Unlicensed Assistant with Access to the MLS® System.

SECTION 3 - MLS® LISTINGS

DELETING INFORMATION AND EDITING AFTER TRADE OR TERMINATION

3.01 Deleting Images, measurements, schedules, plans/surveys, and descriptions of properties that would decrease the value of the MLS® Content is not permitted.

3.02 Any attempt to avoid or circumvent this policy will be treated as a violation and will be referred to the Professional Standards Committee. (e.g., cancelling the listing so that all the Content is removed from the MLS® System instead of letting the listing expire or updating the status to pending).

3.03 Only Member Association staff can edit or delete MLS® Content after a listing has been reported pending, cancelled, or expired.



SHOWINGS

3.04 If a property is not immediately available for showings, a listing shall not be accepted by the Association.

- a) It will not be a breach of R-345 if the property is not available for showings due to the property being condemned or the building itself is unsafe to view (e.g., mold in the property).
 - The reason why it cannot be shown must be disclosed in the remarks for brokerages.
 - The Association may require documentation to prove the building is unsafe. A bank selling a property under power of sale is not sufficient proof in itself that a building is unsafe.
- b) It will not be a breach of R-345 if there are only certain times the property can be shown due to tenant occupancy. The rationale for any showing restrictions shall be disclosed in the remarks for brokerages.

DIRECTIONS

3.05 The Directions field must contain actual directions to the property and not refer to using GPS.

ZONING

3.06 Proper zoning information must be provided. A zone of 'residential' or 'commercial' without additional information is not permitted.

IMAGES

3.07 Photographs or other graphic images of a property, with wording or other embellishments shall not be accepted. This means no text description of the property on the image.

3.08 Images shall not include advertising or marketing messages with the exception of architectural drawings, floor plans, maps or aerial photos relating to the property, of which a label is permissible, such as measurements.

3.09 No Image shall contain for sale signs, logos or business cards as a photograph. Blurring is permitted but must not result in the Image inaccurately portraying the property.

3.10 Surrounding area images are not permitted unless these amenities can be visually seen from the property.

3.11 Private and confidential information shall be blurred from the image, for example, license plate and family photos.

VIRTUAL STAGING

3.12 The remarks for clients must disclose if any images include virtual staging.

DISCLAIMERS

3.13 To comply with the CREA interpretations of the three pillars of the MLS® Mark, listing Content must be complete and accurate. The REALTOR® member is responsible for the accuracy of information submitted. This means:

- a) It will not be a breach if a listing contains statements like the following:
 - This property is being sold in an "as is" condition.
 - No representations or warranties are made of any kind by the Seller.
 - Power of Sale or Estate sale and Rental equipment is unknown.
 - Nothing in the listing should be relied on as a substitute for legal, accounting, or engineering advice.



- b) It will be a breach if a listing contains statements like the following:
- Buyer to verify all measurements.
 - Buyer to do due diligence on lot size, zoning and bylaw requirements.
 - No representations or warranties are made of any kind by the Listing Brokerage in regards to this property.

Disclaimers related to measurements are not permitted unless the property is condemned or physically inaccessible.

ASSOCIATION LOADED LISTINGS

3.14 Members may request Association staff enter a listing on the MLS® System at a cost of \$50+HST.

3.15 For all Association loaded MLS® listings, it is mandatory that LSTAR receive a clear, legible, typed copy. Revisions must also be clear and legible.

COMMISSION CLAWBACK

3.16 If an MLS® Listing indicates a Commission Claw Back by a Listing Brokerage, this must be detailed in the Commission to Co-Operating Brokerage field (i.e. commission that will be reduced if a buyer is introduced to a property by the Listing Salesperson) and the Listing Brokerage shall obtain the Seller's signed written direction.

POWER OF SALE

3.17 Duplicate listings shall be accepted when a property is being sold under Power of Sale and by the Seller. If a Power of Sale listing is redeemed by the Seller, that listing must be removed from the MLS® System by using a Cancellation of Listing Agreement form.

SIGNATURES

3.18 The legal portion of the Listing Agreement and the MLS® Data Information Form or the Listing Draft MLS® Data Information Form must be signed by the Seller(s). The name(s) of the Seller(s) must correspond on the documents.

SECTION 4- AUDIT PROCEDURES

4.01 All MLS® Rule error reports submitted will be addressed and enforced pursuant to this policy.

4.02 All error reports submitted shall be treated as confidential and the name of the person submitting the report shall not be disclosed when addressing the error.

4.03 1 in every 20 Direct Data Entry listings and amendments will be randomly audited.

4.04 The Listing Brokerage or Listing Salesperson for a listing that is being audited must provide all documentation related to the listing within two (2) business days of the request.

4.05 Failure to comply with the MLS® Rules and Policies shall be dealt with in accordance with the Administrative Fee Schedule and Professional Standards and Disciplinary Procedures of the Association.

SECTION 5 – FINES AND PENALTIES

Any breach of the following MLS® Rules, is subject to an administrative penalty:

R-105 Solicitation to contact a salesperson and/or listing brokerage.

R-106 Information published on the MLS® System shall only contain information pertaining to the property.



R-108 Circumventing RECO Rules, the CREA Rules, the MLS® Rules and Policies.

R-205 Current forms are required for all MLS® Listings.

R-206 Using discontinued forms.

R-304 Excluding a Member from showing the property, excluding any Members from acting as a Co-operating Brokerage, Mandatory Fields have not been completed.

R-305 Failure to provide paperwork when requested.

R-310 All property types to be traded separately shall be listed separately.

R-312 Only one MLS® Listing for any one Trade function signed by the same Seller may be placed on the PropTx MLS® System at any one time.

R-320 All Brokerage Members that are party to the MLS® Listing Agreement shall show on the MLS® Listing.

R-325 An MLS® Listing Agreement shall run for a period of not less than sixty (60) days.

R-330 An MLS® Listing shall not be reduced to fewer than sixty (60) days, calculated from the commencement date.

R-345 MLS® listings appearing on the PropTx MLS® System shall be immediately available for showings, inspections, and registrations of Offers.

R-360 MLS® Listings shall contain all information necessary for preparing an Offer.

R-365 Listing shall be on the MLS® System within two (2) business days following the commencement date of the MLS® Listing Agreement.

R-370 In the event a listing salesperson is no longer associated with the listing brokerage, the listing brokerage shall ensure that the Listing Salesperson field contains the Broker of Record/Manager's name.

R-375 Directions that the Co-operating Brokerage is not in attendance during an Offer presentation.

R-380 Irregular lot size of a residential property.

R-381 Changes to the listing agreement.

R-385 Photographs or other graphic images of a property, with wording or other embellishments.

R-390 Tax requirements.

R-410 Sign placed on property, the MLS® identification.

R-411 No Member's MLS® sign shall be placed on the property until the MLS® commencement date.

R-415 Removal of any MLS® sign on expiry, suspension, or cancellation.

R-420 "Sold" sign written permission of the Listing Brokerage.

R-421 "Sold" sign posting and removal.

R-425 A Member shall promptly remove their sign from property that becomes listed by another Member for the same Trade function.

R-430 Permission to Advertise.

R-431 Written consent to use any marketing materials of another Member.

R-510 Appointments.



R-515 Unable to keep an appointment to show or inspect a MLS® Listing.

R-605 Reporting a trade on an MLS® listing that is both residential and commercial.

R-610 Reporting a Trade

R-616 Falls through, or a conditional Offer does not become a firm sale

SECTION 6 - INTER-BOARD LISTINGS

6.01 The London and St. Thomas Association of REALTORS® is an “Open” Association. MLS® listings from Members of other Boards shall be processed upon receipt from the Executive Officer of the other Association and will be subject to the following guidelines:

Where a property has been listed on the MLS® system of the Board to which a Listing Brokerage is a Member, said property may also be listed on the MLS® system of the London and St. Thomas Association of REALTORS®.

In order to create an Inter-Board Listing, the Listing Brokerage shall forward the following to the Listing Brokerage’s home Board:

- a) a copy of the listing information as required under the MLS® Rules and Regulations or Policies of the London and St. Thomas Association of REALTORS®; said information being on that Board’s appropriate or required data input forms;
- b) a property specific image;
- c) the Listing Brokerage shall immediately notify the office of the Board of which they are a Member of any revision, extension, withdrawal, cancellation, conditional sale, unconditional sale, closing of a sale, or any other disposition of an access listing.

6.02 It shall be the responsibility of the Listing Brokerage to ensure that both listing agreement and listing information are complete and accurate.

SECTION 7 - ELECTRONIC KEY SYSTEM

LOCKBOX - REMOVAL FOLLOWING CLOSING OR TERMINATION OF LISTING

7.01 It is the responsibility of the member (i.e. Listing Salesperson/Broker) to remove the lockbox from the property within five business days from closing or termination of the listing. Failure to remove the lockbox will result in the member being sent to the Professional Standards Committee and a fine may be levied.

UNAUTHORIZED USE OF KEYS OR OTHER ENTRY SYSTEMS

7.02 Unauthorized use of keys or other entry systems constitutes a breach of these policies. The following shall be considered an unauthorized use:

- a) the making of duplicate keys from the one obtained; and/or
- b) the turning over of the key or information on the entry system to any individual not authorized by the Listing Brokerage to receive such information; and/or
- c) use of a key or entry system code issued for a different appointment; and/or
- d) failing to secure the property after using the key or entry system code.



SECTION 8- OPEN HOUSES

HELD FOR MEMBERS IN LONDON

8.01 The times and schedule for Member MLS® Open Houses shall be as shown below.

AREA	DAY	TIME
NORTH	Tuesday	As determined by Listing Brokerage
EAST	Wednesday	As determined by Listing Brokerage
SOUTH	Thursday	As determined by Listing Brokerage

HELD FOR MEMBERS IN ST. THOMAS, ELGIN COUNTY & OTHER

8.02 The times and schedule for Member MLS® Open Houses shall be as shown below:

AREA	DAY	TIME
St. Thomas	Thursday	Mornings - As determined by Listing Brokerage
Elgin County	Thursday	As determined by Listing Brokerage
Other	Mon-Fri	As determined by Listing Brokerage

SECTION 9 - UNAUTHORIZED USE

9.01 Members and Authorized Users are not permitted to:

- provide the Broker Full view of a listing to a Client.
- publish a screenshot of the Broker Full view of a listing on a website or social media site instead of using a feed.