



LSTAR's Mandate: Influencing Change

Quality of Life Principles:

1. Ensuring economic vitality; 2. Providing housing opportunities; 3. Preserving our environment; 4. Protecting property owners; 5. Building better communities.



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®
(Participating with the ITSO)

Approved by BOD November 24, 2021
(Effective December 1, 2021)

(Amended March 23, 2022- remove 5.20 & 5.21 – Re-Listing of Cancelled Listings)

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PREAMBLE

The MLS® Policies are reflective of the practices and procedures adopted and followed by all **Member** Associations participating in ITSO. These Policies are intended to ensure a high standard of practice and the highest possible level of accuracy of information within the ITSO database.

All users of the ITSO MLS® System shall abide by ITSO MLS® Rules and Policies and shall not attempt to deliberately avoid or circumvent these Rules and Policies.

It is understood that:

- The Policies are intended to assist Staff of Members Associations in understanding the processes to be followed in the administration and operation of the ITSO MLS® System
- All listings, whether from member of Member Associations or interboard listings Home Board, are to be treated in the same manner and will be held to the standard set out in the ITSO MLS® Rules

Section 1 – Definitions and Interpretations

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

- (a) "Act" means the Real Estate and Business Brokers Act 2002 and its regulations, and any successor legislation.
- (b) "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 device, radio, television, newspaper, flyers, form letters personally addressed or otherwise, computerized telephone messages, or the search results of unattended computer databases or sites.
- (c) "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.
- (d) "Association" means London and St. Thomas Association of REALTORS®
- (e) "Association Data Entry" means the entering of listing information from the MLS® Data Input Form, Listing Agreement, if applicable, and other data onto the MLS® System database by Association staff.
- (f) "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.
- (g) "Broker" means an individual who is registered as a broker in accordance with the Act.
- (h) "Broker Member" means a Broker who is a Member.
- (i) "Broker of Record" means the Broker so designated by the Brokerage under the Act.
- (j) "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 himself, herself or itself out as such.
- (k) "Brokerage Member" means a Brokerage that is a Member.
- (l) "Business Day" means all days other than Saturday, Sunday and statutory holidays in the Province of Ontario.
- (m) "Buyer" means any Person or Persons, or their lawfully authorized representative(s) who is/are participating in a Trade of real estate.
- (n) "Buyer's Representative" means the Brokerage representing the Buyer under a Buyer Representation Agreement.
- (o) "Buyer Representation Agreement" means the representation agreement formed between a Buyer as Client and a Brokerage regarding one or more aspects of an acquisition of property.
- (p) "By-law" means the By-law of the Association.
- (q) "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.
- (r) "Commission Trust Agreement" means the agreement between the Listing Brokerage and a Co-operating Brokerage relating to the receipt and distribution of funds in connection with a real estate transaction.
- (s) "Commission Trust" has the meaning ascribed to it in Article 13, Section 13.01.
- (t) "Commission Trust Account" means a trust account maintained at a Canadian chartered bank or trust company and designated as a "Commission Trust Account". The Commission Trust Account shall be used only for the receipt and disbursement of Commission Trust funds, or any amounts the Brokerage has otherwise agreed to receive in trust from a Broker/Salesperson for remittance to a third party on behalf of a Broker/Salesperson, and kept separate and apart from the statutory trust account that a Brokerage is required to maintain for consumer funds.
- (u) "Commission Trust Amount" in any transaction shall be the Commission Trust Amount indicated on the Commission Trust Agreement for that Transaction, provided that if no such amount is indicated on the Commission Trust Agreement, the Commission Trust Amount shall be calculated in accordance with the compensation that the Listing Brokerage shall pay to the Co-operating Brokerage, in accordance with Article 3, Sections 3.01 or 3.02, as the case may be, or as agreed to by the Listing Brokerage and Co-operating Brokerage, as provided for in Article 3, Section 3.04.
- (v) "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.
- (w) "Co-operating Brokerage" means a Brokerage that effects the Trade of the property as a Buyer's Representative, or otherwise.
- (x) "CREA" means The Canadian Real Estate Association or any successor organization.
- (y) "Customer" means a Person who is receiving customer service under the terms of a Customer Service Agreement from the Brokerage, or otherwise.
- (z) "Designated Signing Representative" means the individual(s) designated by the Broker of Record of the Listing Brokerage as being permitted to sign documents on behalf of the Listing Brokerage, and the Association shall be advised of such designation.
- (aa) "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.
- (bb) "Directors" means the Board of Directors of the Association.
- (cc) "Employed" means hired, appointed, authorized, or otherwise arranged to have another individual act on one's behalf, whether by an engagement contract (either oral or written) or by any other contract for service and, without limiting the generality of the foregoing, includes an independent contractor relationship; and "Employ", and "Employs" have a corresponding meaning.
- (dd) "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.

- (ee) "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.
- (ff) "Internet" means a network of networks allowing a person with computer access to communicate with others anywhere in the world with the appropriate permissions.
- (gg) "ITSO" means Information Technology Systems Ontario.
- (hh) "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.
- (ii) "Listing Brokerage" means the Brokerage that is a member of CREA and that has listed the property for Trade through the MLS® System.
- (jj) "Managing Broker" means, at the choice of the Brokerage Member:
 - i) the individual who is the Broker of Record of the Brokerage Member, if the Brokerage Member's Broker of Record is a Member; or
 - (ii) a Member in the Employ of the Brokerage Member who has been designated as the Managing Broker for the purpose of the relationship between the Brokerage Member and the Association, whether or not the Brokerage Member's Broker of Record is a Member.

Every Brokerage Member shall advise the Association of whom it has designated as its Managing Broker and shall also immediately advise the Association when that designation changes.

- (kk) "Member" means Brokerage Member, Broker Member or Salesperson Member as defined in these ITSO Rules.
- (ll) "MLS®" and "Multiple Listing Service®" are two of the MLS® Marks owned by CREA and licensed by CREA.
- (mm) "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.
- (nn) "MLS® Listing" means a listing which is listed on the Association's MLS® System database and includes the Listing Agreement portion and any subsequent amendment(s) thereto and the MLS® Data Input Form portion and any subsequent amendment(s) thereto whether or not the Association requires the submission of both the Listing Agreement portion and the MLS® Data Input Form portion.
- (oo) "MLS® Marks" - made up of MLS®, Multiple Listing Service® and the MLS® logos permitted by CREA - are certification marks owned by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA's bylaws, rules and policies. The MLS® Marks identify professional services rendered by members in good standing of CREA to effect the purchase and Trade of real estate as part of a "plural system arrangement", also known as a co-operative selling system (the "MLS® 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. The MLS® Marks do not identify or describe a computer database of real estate listings.
- (pp) "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 effect the purchase and Trade of real estate.
- (qq) "MLS® System data" means any part of the MLS® System database.

- (rr) "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.
- (ss) "Offer" means any proposal relating to a Trade or Transaction and "Seller" shall include "lessor" or "optionor" and "Buyer" shall include "lessee" or "optionee" as the nature of the Trade or Transaction may require.
- (tt) "Person" means where applicable an individual, a partnership, a corporation, an organization, and a business.
- (uu) "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.
- (vv) "Real Estate Component" means real property, a leasehold, or other Interest in real property less than a fee simple, and a time-share agreement with regard to real property. It also includes a moveable dwelling that is designed for use as a permanent residence; and a business, including an interest or share of a business, with or without premises, and the fixtures, stock-in-trade, goods and chattels associated with the business, provided such items are sold in bulk as part of the business operation.
- (ww) "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 REALTORS® Code, as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations.
- (xx) "REALTOR® Marks" - made up of REALTOR®, REALTORS® and the REALTOR® logos permitted by CREA - are certification marks controlled by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA's bylaws, rules and policies.
- (yy) "REBBA Code" means the Code for all Registrants contained in the regulations to the Act, and any successor Code.
- (zz) "Registrant" means a Brokerage, Broker or Salesperson registered under the Act.
- (aaa) "Representation" means that relationship between Client and Brokerage wherein the Brokerage is considered in law to represent the Client and "Representative" shall have a corresponding meaning.
- (bbb) "Representation Agreement" means an agreement between a Brokerage and a Client, under which the Brokerage and Client agree that the Brokerage will represent the Client in respect of one or more aspects of a Trade in real estate, and without limiting the generality of the foregoing, includes a Listing Agreement and a Buyer Representation Agreement.
- (ccc) "Salesperson" means an individual registered as a salesperson in accordance with the Act.
- (ddd) "Salesperson Member" means a Salesperson who is a Member.
- (eee) "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).

- (eee) "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.
- (fff) "Special Agreement" means:
- i) any modification to the Association's form of Listing Agreement, and/or
 - ii) any arrangement or agreement between the Listing Brokerage and the Seller relating to the compensation offered to a Co-operating Brokerage other than the compensation as published by the Association, provided such arrangement or agreement does not render the listing ineligible to be an MLS® Listing, and includes any circumstances under which the compensation offered to a Co-operating Brokerage will be paid or not paid, or that may affect a Member's or Co-operating Brokerage's ability to complete the Trade or earn the compensation offered.
- (ggg) "Special Offer Condition" means any arrangement or stipulation between the Listing Brokerage and the Seller relating to the conditions of an offer which should be considered by a Co-operating Brokerage when preparing an offer or agreement to Trade. In the case of multiple representation, a Special Offer Condition exists if there is any arrangement between the Listing Brokerage and the Buyer Client or customer of said Listing Brokerage relating to conditions of an offer which should be considered by a Co-operating Brokerage when preparing an offer or agreement to Trade.
- (hhh) "Subscriber" means an Authorized User who is also a Registrant and a REALTOR® who is a member in good standing of another real estate Association in the Province of Ontario and who meets all eligibility requirements as outlined in the Bylaw.
- (iii) "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.

Section 2 - MLS® System Security

MLS® Access Agreement

- 2.01 All users must sign and accept the MLS® User Access Agreement.
- 2.02 The Principal Broker 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 his/her administrative staff.

Password Changes

- 2.03 Mandatory password changes in the MLS® system are no longer required by MLS® System users.

Sharing Passwords

- 2.04 In the event that a member is found to be sharing his/her password and the MLS® access with anyone, the member will be sent to the Professional Standards Committee. The minimum suggested penalty shall not be less than \$5,000 and reviewed from time to time by the Discipline Committee.

Remediation Process

- 2.05 The SAFEACCESS™ System is the current standard for security authentication for MLS® Systems. All Member Associations must adopt the SAFEACCESS™ System.

STEP ONE: User is prompted to change their password

This step is a precautionary measure to ensure the User's password is secure and has not been compromised.

STEP TWO: Email Notice #1

A notice to the User advising them the security system has continued to detect inconsistencies with the User's login credentials.

STEP THREE: On Screen Alert #1

A message will be displayed on Matrix explaining that the security system has again detected unusual activity on the User's account, indicating the account may be in use by more than one person. The User is requested to secure their login credentials and to apply for Administrator's credentials or membership in the association if needed. A warning is issued that continued irregularities will result in User being required to enter additional information at login (such as a One Time Password delivered via email) and ultimately could lead to review for a violation of the MLS® Subscriber Agreement.

STEP FOUR: Password Change #2

The User is required to change their password a second time to ensure the login credentials have not been compromised.

STEP FIVE: Email Notice #2

Another caution is issued to the User via email not to share access credentials and a copy of the caution email is also sent to the Broker of Record for that User. Instructions are provided explaining how to change the password and the User. The Member Association may require the User to meet with the Compliance Review Panel.

STEP SIX: One Time Password at Login

Users will be required to enter the OTP (Other Temporary Password) delivered to them via email at each login for a period of seven days. Should the Member Association choose, the User may also be requested to attend a second meeting with the Compliance Review Panel.

STEP SEVEN: Email Notice #3 (followed by compliance review)

Irregularities continue to be detected, User's MLS® access is suspended and the matter is referred to the Professional Standards Committee of the Member Association or ITS0 as applicable for investigation of breach of security.

Section 3 – Computer

Data Access - Unlicensed Assistant/Administrative Staff

- 3.01 A member, who is the Principal Broker, may appoint an Unlicensed Assistant/Administration staff as an Authorized User, and the Association may extend MLS data access to the Unlicensed Assistant/Administrative Staff subject to the following additional requirements:
- i) The Unlicensed Assistant is an individual or an independent contractor; or a corporate entity with a sole and exclusive contract to provide administrative services to a specific Broker/Salesperson or Brokers/Salespersons (which could include more than one Brokerage);
 - ii) In the event that an Unlicensed Assistant/Administrative Staff registered with LSTAR is found sharing his/her password and the MLS® access with anyone, the Member will be sent to Professional Standards Committee. The minimum suggested penalty shall not be less than \$5,000 and reviewed from time to time by the Discipline Committee;
 - iii) The Administrative Staff are an employee of a Brokerage;
 - iv) Unlicensed Assistant/Administrative Staff must complete, sign and comply with an Authorized User Agreement and will be indemnified by the Principal Broker. The Principal Broker will determine the

level of data entry that will be given to the Unlicensed Assistant/Administrative Staff and must sign authorization;

- v) Unlicensed Assistant /Administrative Staff must complete a Listing load/amendment courses prior to being set up with the appropriate level of access. If unable to attend virtual or in class training sessions offered through LSTAR, the Assistant's cost will be \$75 + HST per hour charge and it will be at the expense of the Assistant. If an Unlicensed Assistant/ Administrative Staff is terminated and returns to LSTAR after six months, they must retake the Listing Load/Amendment training course;
- vi) The Principal Broker and members will ensure that the Unlicensed Assistant/unlicensed Assistant/ Administrative Staff comply with Authorized User Agreement and the MLS® Rules and Policies;
- vii) The Principal Broker /or members shall inform the Association immediately of any changes in Unlicensed Assistant/ Administrative Staff status (such as termination) as the Access Codes are exclusive, unique and non-transferable;
- viii) The Principal Broker 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 his/her administrative staff;
- ix) The Principal Broker and /members represents and warrants that the Unlicensed Assistant/Administrative Staff are not licensed with RECO and is in complete compliance with the provisions of the Real Estate and Business Brokers Act concerning trading in Real Estate and indemnifies the Association as such;
- x) All Licensed Administrative/Licensed Assistant Staff must also be a member of LSTAR and be required to pay the month Assessment Fees and Initiation Fees. Any Unlicensed Assistant to be grandfathered in effective July 1, 2018.
- xi) Assistants must provide identification (picture ID) for validation and must have their identification validation notarized;
- xii) The members shall pay for each User ID supplied to an Unlicensed Assistant if applicable;
- xiii) The Brokerage shall pay for each User ID supplied to Administrative Staff if applicable.

Matrix Training

- 3.02 Each new member will receive one free Matrix Course.

Brokerload Training

- 3.03 Brokerload may be done by any licensed Member of the Association and/or secretarial staff of active member offices once they have taken the course offered by the Association, with the Principal Broker's approval.
- 3.04 There will be a Brokerload access code assigned upon completion of the course.
- 3.05 The Discipline Committee is permitted to cancel or downgrade Brokerload permissions if it is deemed necessary until Brokerload re-training is taken.

Training – Failure to Attend Fee

- 3.06 The Association will charge a \$25.00 No Show Fee to any Member and/or Administrative staff who registers for a Value Added option (complimentary) and fails to attend without giving a 24-hour notice to Association staff to cancel their registration. This No Show Fee will be issued for all Value Added classes at any Association sanctioned venue.

Section 4 – In House Operational Policies

Records Maintenance

- 4.01 All expired listings shall be maintained on the computer system indefinitely.
- 4.02 MLS® listing agreements and Data Sheets shall be kept on file at the Association for a maximum period of 6 months.

Section 5 – MLS® Listings

Forms

- 5.01 OREA Standard Forms or other forms authorized by the ITSO Board of Directors are permitted in compliance with Rule 2.02.

Accuracy

- 5.02 The Member submitting a listing shall be responsible to check the listing for potential data entry error once it appears on the MLS® system and/or in print.

Deleting Information and editing after Trade or Cancellation

- 5.03 Deleting Images, measurements, schedules, plans/surveys, and descriptions of properties would decrease the value of the MLS® Content and would amount to a breach of Rule 10.16.
- 5.04 Deleting multimedia URLs will not be considered to decrease the value of the MLS® Content for the purposes of Rule 10.16 if those URLs are no longer functioning (e.g., where links to virtual tours are deactivated after a certain amount of time) or if the information in the URL is repeated elsewhere in the listing (e.g., deleting the branded virtual tour but not the unbranded tour).
- 5.05 Any attempt to avoid or circumvent Rule 10.16 will be treated as a violation (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).
- 5.06 Only Member Association staff can edit or delete MLS® Content after a listing has been reported pending, cancelled, or expired.

Showings/Offers

- 5.07 If a property is not immediately available for showings, a listing shall not be accepted by the Association.
- i) It will not be a breach of Rule 2.08(d) if the reason a property is not available for showings is the property is condemned or the building itself is unsafe to view (e.g., mold in the property).
- If a Member Association is allowing such a listing on the MLS® System, then the reason why it cannot be shown must be disclosed in the showing remarks section.
 - A Member Association may require documentation to prove the building is unsafe, e.g., a city condemnation notice or engineer's report regarding structural integrity; a bank selling a property under power of sale is not sufficient proof in itself that a building is unsafe.
- ii) It will not be a breach of Rule 2.08(d) if there are only certain times the property can be shown, such as where a tenant is occupying the property and request all showings to be on certain dates or times or where a builder model is only available to be seen at certain times, but the rationale for any showing restrictions shall be disclosed.

Showing Instructions

- 5.8 Directions on Showing Instructions (formerly ‘How Seen’) as published on all MLS® listings must be strictly adhered to.

Showing Restrictions

- 5.9 If a property has restricted showing times the listing brokerage(s) must indicate the restriction(s) in the appropriate areas of the MLS® System.
- 5.10 If a property has restricted showing times due to rental or other situations, the listing member(s) must include comments in the REALTOR® Remarks section only.

Internet (Public) Remarks

- 5.11 Whereas self-promotion advertising may place the Association in the middle of disputes between members concerning accuracy or legality of particular advertising claims and given that self –promotion advertising may discourage some members from participating in the Association’s system or REALTOR.ca or both, remarks can only contain information related to the property in question, with the exception that the listing REALTOR® may include a direction in the internet remarks to visit the REALTOR’s® website to obtain additional information about the listing (but the nature of such additional information shall not be specified nor shall the REALTOR’s® website be included.)

Interpretation to 5.13:

This means - no web or email addresses, no links, or slogans which promote the services of a member brokerage or third party **however** seen or anything else that doesn't pertain "to the description of the property", with the exception that the listing REALTOR® may include a direction in the internet remarks to visit the REALTOR’s® website to obtain additional information about the listing (but the nature of such additional information shall not be specified nor shall the REALTOR’s® website be included.)

Examples of correct Internet Remarks:

“Spacious open concept home. Large master bedroom with large 5 piece en-suite and walk in closet. Backing onto open field”

When a member fails to follow the above policy the following procedure will occur:

The member and their broker of record/manager will receive notice which will outline what was required to be deleted as per policy and advised that the third such infraction within a 12-month time period will result in the issue being referred to the Professional Standards Committee.

At the time of a second offence within a 12- month time period the member and their broker of record/manager will receive notice which will outline what was required to be deleted as per policy and advised that this is the second infraction and that a third will result in the issue being referred to the Professional Standards Committee.

At the time of a third offence within a 12- month period the issue is to be referred to the Professional Standards Committee and the member and broker of record/manager so advised.

Completion of MLS® Listing Agreements

To comply with the interpretations to the 3 pillars of the MLS® Mark set out in Rule 2.06(b) and with the requirements of Rule 2.08, Listing Content must be complete and accurate. This means:

- 5.12 Unless stated otherwise herein, all mandatory areas of the listing form must be completed.
- 5.13 Listings can be posted only to the geographical area in which the property is located (i.e., city, region, municipality, neighborhood etc. must be correct).

5.14 **Address**

- i) The address field must contain a municipal street name or island names.
- ii) Rural Route is not an acceptable address.
- iii) The Street Number field should contain the house number, fire number, lot number or block number in that order as applicable.

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

5.16 Taxes, assessment and condo fees must be the most current information (i.e., the current tax information might be from 2020 if the listing was taken in 2021). If the property is new and has not been assessed or the condo fees have not been set then the amount should be entered as \$0.

5.17 Proper zoning information must be provided. A zone of 'residential' or 'commercial' without additional information is not permitted. Indicating 'Agricultural' for zoning is acceptable if that is the zoning code set by the municipality/township.

5.18 Properties may be marked as waterfront if the ownership of the property is not continuous up to the waterfront (e.g., there is a road or pathway between the deeded property and a body of water) provided "Waterfront Road Between" is selected as a waterfront feature.

5.19 **List Price and Deposit**

- i) A list price of \$1 is not acceptable for residential properties for sale.
- ii) If a property is being auctioned, the list price must be the reserve price that the Seller is willing to accept and the fact that the property is being auctioned must be noted in the appropriate remarks section of the listing.
- iii) The Deposit can be any monetary value.

5.20 **New Builds**

- i) If an MLS® listing is for a new build when it is entered into the MLS® System the details for that property (i.e., number of bedrooms, bathrooms, and square footage etc.) must match the house that is actually sold when the trade is reported. If a buyer has negotiated changes to what was in the original MLS® listing the listing must be amended to reflect those details prior to reporting the trade.
- ii) The approximate age of a property should be 'new' if it is not yet built or if the building is only partially completed at the start of the listing agreement.
- iii) The approximate age of a property should be a range that reflects how many years the property has been completed for, even if the title has not yet transferred from the builder.

5.21 **Disclaimers**

To comply with the interpretations to the 3 pillars of the MLS® Mark set out in Rule 2.06(b) and with the requirements of Rule 2.08, listing Content must be complete and accurate. This means:

It will not be a breach of Rule 2.08(f) or (g) 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.

It will be a breach of Rule 2.08(f) or (g) 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.

- 5.22 Virtual Tours must be entered correctly into the branded or unbranded field. A virtual tour that is entered as an unbranded tour will be removed if a Member Association finds that it contains any branding.
- 5.23 The name of the listing REALTOR® and/or brokerage will be considered branding if it appears anywhere on the webpage where the tour is located or is mentioned in the soundtrack to the tour (e.g., in the url or as the name of the person or company that uploaded a You Tube video).
- 5.24 The name of the company that creates the virtual tour will not be considered branding (e.g., iGuide, Matterport, etc.).

5.25 **Images**

- i) Watermarks from photographers and Brokerages/Salespeople/team are considered marketing and are not allowed to be added to Images. Member Association watermarks are not considered marketing and are permissible.
- ii) Images that do not contain Property Specific Information, immediate surroundings, or surrounding amenities that are labeled as such as required by Rule 2.16 will be removed from the system by Member Association staff.

5.26 **Public remarks**

- i) Any remarks that refer to REALTOR.ca are not acceptable as REALTOR.ca is a URL, which is prohibited under Rule 2.17(a)(iii).
 - ii) Public remarks may include hashtags provided the hashtag is text only, not linking to another website, and the remarks otherwise comply with the MLS® Rules (e.g., #WaterfrontLiving would be acceptable whereas #AwesomeAgentJoeListing would not be).
- 5.27 For all Association loaded MLS® listings, it is mandatory that LSTAR receive a clear, legible, typed copy. Revisions must also be clear and legible.

Canadian Funds

- 5.28 All listing prices must be shown in Canadian dollars in the MLS® System.

Out-of-Province/Country Listings

- 5.29 Out of province listings are not permitted.

MLS® Marketing Options

- 5.30 The property type determines which listing agreement must be used.
- 5.31 Only the allowable number of boxes in each data section of the MLS® listing form may be ticked. The allowable number only shall be input in the order they appear. All others will be ignored.
- 5.32 Notwithstanding the Transaction Type, a property may only appear on the MLS® System once for each property type at any given time. The most immediate duplicate listing will be immediately deleted and subject to an administrative penalty.
- 5.33 Rule 2.09 requires all properties that are Traded separately to be listed individually. A property that has multiple Real Estate Components can be the subject of one listing or the Real Estate Components can be listed separately in compliance with this Rule. For example, three timeshares in one property can be shown as a single listing or three separate listings.
- 5.34 Even though a single property may be the subject of more than one types of listing pursuant to Rule 2.10, a property may only appear on the MLS® System once for each listing type at any given time (i.e., there could be a commercial listing and a residential listing but not two residential listings). The most immediate duplicate listing will be immediately deleted.

- i) Where a listing has multiple property types the additional listings are subject to the Member Association's fee schedule.
- ii) Reference may be made in the Alternate MLS®# field if there is another listing in the ITSO MLS® System for a different property type.
- iii) All duplicate listings must be reported sold and excluded from stats including member rankings with the exception of the primary listing.
- iv) It will not be considered a breach of Rule 2.10 if a second listing of the same type is taken for a property marked as Pending where the Trade is not going to close (e.g., conditions could not be waived) and the Listing Brokerage wants to mitigate damages to their Seller by relisting the property before the scheduled closing date or before a mutual release is executed.

5.35 Where any ambiguity exists, the listing agreement to be used should be determined by the "highest and best use" of the property.

5.36 Either a Multi-Family or Residential data input sheet may be used. Duplexes listed on Multi-Family agreements will appear in the Multi-Family and those listed on the Residential will appear in the Residential section.

5.37 Members may request Association staff for a property to be entered in an additional section of the MLS® system at a cost of \$50 + HST. Up to two additional listings will be permitted. Reference is to be made that this is a duplicate listing in the Alternate MLS® # field. All duplicate listings will be reported sold and excluded from stats including member rankings with the exception of the primary listing.

5.38 In the event that Association staff is required to delete from the system any listing entered in error by the Member or Brokerage (e.g. an exclusive listing, a Trade reported under the wrong list number, etc.) the Member or Brokerage may be subject to an administrative penalty.

5.39 If a listing is going from MLS® to Exclusive, a Cancellation of the Listing Agreement is required.

5.40 **Source Board**

- i) When a listing is entered into the MLS® System it is attached to the Member Association that the Listing Brokerage, Broker, or Salesperson belongs to at that time. If the Listing Brokerage, Broker, or Salesperson terminates membership in that Member Association and joins another ITSO Member Association while a listing is active, the listing brokerage must provide proof of assignment to their originating Member Association staff to change to Source Board.
- ii) The name of the Member Association will not be changed if the Listing Brokerage, Broker, or Salesperson terminates membership in that Member Association and joins another ITSO Member Association after a listing is pending or closed.

Co-Brokered Listings

5.41 Co-brokered listings will only be entered once within ITSO.

Properties co-listed with REALTORS® that do not belong to an ITSO Member Association will not breach Rule 2.01 provided that the co-listing REALTOR® is a member in good standing with a board/association in Ontario.

Mandatory Fields/Mandatory Information/Supplements

5.42 If an MLS® listing, whether Association loaded or Brokerloaded, is found to be missing mandatory information or incorrect information or supplements, the listing will be suspended and the listing member will be sent a notice asking them to complete the missing information. If the listing member fails to provide the missing mandatory information not later than 11:59 p.m. on the Business Day following the request from the date of the notice the listing brokerage and/or listing member may be sent to the Professional Standards Committee. (See Brokerload Training, Section 3.05)

5.43 **Property Identification Number (PIN)**

If a listing has a PIN number, it is mandatory to provide this information on the MLS® listing. If there is no PIN number, only one zero is acceptable to submit.

Corrections to MLS® Listings

5.44 Persons with Matrix access may use the Matrix Error Report form to report missing/incorrect information about any MLS® listing (including late reporting of sales).

Changes to MLS® Listing Agreements – Signatures

5.45 The following changes to MLS® Listing Agreements must be signed by the person(s) who signed the MLS® Listing, the Listing Broker (or his/her/their authorized representative)

- i) Changes to the CB
- ii) Expiry Dates
- iii) Changes in the Listing Brokerages or Sales Reps (only if at different brokerage)
- iv) Price Changes
- v) Suspensions of Listing Agreements
- vi) Seller Direction Regarding Offer Change(s)

Cooperating Brokerage Commission Clarification

5.46 Clarification on Cooperating Brokerage commission must be in the Cooperating Brokerage Commission field as information concerning the commission payable to the Cooperating Brokerage cannot be included in the REALTOR® Remarks.

5.47 If an MLS® Listing indicates a Commission Claw Back by a Listing Brokerage, this must be detailed in the Cooperating Brokerages Commission 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.

Measurements

5.48 Room level, measurements, and number of elements:

- i) Only imperial measurement units are permitted.
- ii) The level the bedroom is located on in the main building are required.
- iii) The level the room is located on and measurements are not required for bedrooms or bathrooms in auxiliary buildings.
- iv) The number of pieces and level are required when indicating a bathroom in the main building:
 - Full Bath means 3 or more elements (i.e., Toilet, Sink, Bathtub or Shower Head).
 - Half Bath means 2 or less elements (e.g., Toilet and Sink).
- v) Only the number of bathrooms is required for bathrooms in auxiliary buildings.
- vi) Measurements are mandatory if the following rooms are selected when listing a residential house for sale or lease or a farm with house for sale or lease: bedroom, primary bedroom, den, dining room, family room, kitchen, library, living room, loft, media room, office.
- vii) Where room measurements are required a measurement of zero by zero is not permitted except for measurements for bathrooms

Possession Date

5.49 Possession dates shown on MLS® listings must be for the following:

1-29 Days; 30-59 Days; 60-89 Days; 90+ Days; Flexible; Immediate; or Other.

Power of Sale

5.50 Duplicate listings shall be accepted when a property is being sold under Power of Sale and by the Seller, provided attention is drawn to such duplication by placing a prominent notice of same in the remarks section of **each** listing referring by MLS® number to its "counterpart".

- 5.51 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.

Mobile Homes

- 5.52 Mobile Homes may be listed on the MLS® system provided there is a valid legal description.

Facsimile and E-Mail Transmissions

- 5.53 Listings and all other information related to the MLS® service shall be accepted by facsimile or email. Pictures and information/changes (which do not require signatures) shall be accepted by facsimile or email.

Non-Member Names

- 5.54 NONMEM ID
- i) Any NONMEM ID posted to a listing in the MLS® System will require brokerage name, salesperson name, phone number, email and home association.
 - ii) NONMEM will only be used when recording Brokerage and Salesperson information for members of non- ITSO Member Associations. Non-Registrant is to be used as the Brokerage ID for private Trades and is the only information to be recorded.

Equity Listings

- 5.55 Listings of properties being sold 'in equity' must so state under Seller's name on the listing form.

Signatures

- 5.56 The legal portion of the Listing Agreement and the Data Input Form or the Cross Property Full with Signatures, or the Cross Property Full with Signatures Non-Suppressed must be signed by the seller(s). The name(s) of the Seller(s) must correspond on the documents.

Suspensions

- 5.57 Where a listing is being suspended, OREA Form 241 – Suspension of Listing Agreement must be used and the reactivation date must be indicated. In the event the reactivation date changes after the suspension has been entered into the system, an Amendment to Listing Agreement form must be used to reactivate the listing.
- 5.58 "Suspended" listings will not be uploaded to any public Internet site (i.e. realtor.ca, IDX, etc.)

Cancellations

- 5.59 If a listing is going from MLS® listing to exclusive, the listing must be cancelled in the MLS® System and proof of the cancellation must be provided to the Member Association. The Listing Brokerage can choose to do this by cancelling their listing agreement with their client and executing a new agreement for an exclusive listing, or by amending the existing listing agreement.

Section 6 – Sales

Conditional Sales

- 6.01 "Conditional Trade date" must be the Confirmation of Acceptance date from the Agreement of Purchase and Sale or any amendment thereto
- 6.02 It is mandatory to report the date of the longest condition together with any escape clause if applicable

Sales

- 6.03 Commercial sales (including Multi-Residential, Commercial for Trade, Commercial Lease, Business, Commercial Vacant Land) have the option to suppress the sale price until 5 business days after the closing.
- 6.04 The Trade price reported for properties for sale or lease must be the same corresponding format as the original list price or lease price for a property for lease (e.g., monthly, square foot, acres, etc.).
- 6.05 Trades may be reported on listings that have expired within 60 days. Any listing that has expired for more than 60 days will not be accepted as a trade.
- 6.06 Leased rate must be the same corresponding format as the original lease price for a property for lease (eg. square footage)

Firm Sales

- 6.07 Once a property has been marked pending only Association staff are able to remove or correct the pending data from the listing, with appropriate paperwork from the Listing Brokerage.

Sale Fall Through

- 6.08 Where a sale falls through and the expiry date of the listing has not passed, the listing shall automatically be reinstated.

Failure to Comply

- 6.09 When a Member fails to comply with any part of Section 5 – Listings and Section 6 – Sales, the listing member will be sent a notice asking them to complete the missing/incorrect information. If the listing member fails to provide the missing mandatory information no later than 11:59 p.m. of the Business Day following the request the listing brokerage may be sent to the Professional Standards Committee.

Section 7– Audit Procedures

- 7.01 All Participating Associations are required to implement an audit process based on the following recommended steps:
 - i. Member-load listings to be audited will be checked at random.
 - ii. At a minimum, Association Staff will audit 1 in every 20 Direct Data Entry listings and amendments. Association Staff will then contact the Listing Brokerage/Listing Salesperson to request all documentation related to the listing, said documentation to be submitted within 24 hours of the request. Failure to comply may result in either a fine being levied to the Listing Brokerage/Listing Salesperson or the matter being referred to the Professional Standards Committee.
- 7.02
 - a) The Office/Member may make changes to a Brokerload listing until such time as it is validated by the Association.
 - b) After the validation, who can make changes and process sales to listing data will be based on the Principal Broker’s permission level registered at the Association office.
 - c) After a listing is reported sold, cancelled or expired, only Association staff can make any and all edits.

Section 8 – Fines (In accordance with Association Policy)

- 8.01 Any breach of a Basic MLS® Rule, as defined by the PSC Policy, is subject to an administrative penalty. The Basic MLS® Rules are:

2.04 - Input listing by 11:59pm next business day

2.05(c) - Must offer compensation of more than 0

- 2.06(b) - Accuracy of information
- 2.06(d) - Seller contact information cannot appear in public remarks
- 2.08 - Unacceptable listings
- 2.14 - Content to only appear in designated fields
- 2.15 - Multimedia URLs
- 2.16 - Images
- 2.17 - Comments
- 2.20 - Processing amendments
- 2.22 - New expiry date
- 3.02 - Cancelling appointments
- 6.01 - Reporting trades
- 6.02 - Removal of conditions
- 6.03 – Expiry Date and escape clauses on conditions
- 6.04 – Trade information
- 10.15(b) - Deleting listing Content
- 12.03 – Delivering copies of information upon request from Association

- 8.02 Any non-compliance with this Policy is subject to an administrative penalty (e.g., failure to provide documentation related to a listing during an audit within 24 hours).
- 8.03 In the event that Member Association staff are required to delete from the system any listing entered in error by a User (e.g., an exclusive listing, a Trade reported under the wrong MLS® listing number, etc.) the User may be subject to an administrative penalty.
- 8.04 Administrative penalties are to be issued in no less than the following amounts according to Member Association policy:
- a. \$100 for the first offence; and
 - b. \$200 for the second offence; and
 - c. \$300 for a third offence.
- If there is a fourth offence an Incident Report will be submitted to the Member Association or ITSO's Professional Standards Committee as applicable.
- 8.05 Non-compliance with MLS® Rules may result in a matter being referred to the Professional Standards Committee of a Member Association or ITSO, regardless of payment of any administrative penalties. A breach of a Basic MLS® Rule or multiple Basic MLS® Rules, which could be subject to an administrative penalty, should be referred to the professional standards committee of the Member Association or ITSO as applicable if the conduct that resulted in a breach was more than simple error.
- 8.06 In addition to the administrative penalties set out in this Policy an MLS® listing may be suspended by Member Association staff until compliance with the MLS® Rules and Policy is verified.
- 8.07 Any Content that does not comply with the MLS® Rules or this Policy may be removed by Member Association staff.

Section 9 – Inter-Board Listings

9.01 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 Access Listing, the Listing Brokerage shall forward the following to the Listing Brokerage’s home Board:

- i) a clear and legible copy, or photocopy, of the original listing agreement;
- ii) 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;
- iii) a coloured picture suitable for reproduction purposes;
- iv) the Listing Brokerage shall immediately notify the office of the Board of which he or she is a Member of any revision, extension, withdrawal, cancellation, conditional sale, unconditional sale, closing of a sale, or any other disposition of an access listing.

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

9.03 If the listing information and/or listing agreement is incomplete or inaccurate it will be returned to the Listing Brokerage, through the home Board/Association, for correction.

9.04 LSTAR will charge the other Boards/Associations an Interboard Fee as outlined by ITSO.

9.05 ITSO will manage all listings submitted to the shared MLS® System by non-ITSO Users. These listings may be submitted to the relevant geographical association or any of the other participating association for processing according to ITSO policies.

9.06 Interboard listings which are in the jurisdictional area of ITSO may be submitted directly to the relevant geographical Association or any of the other participating Associations for processing.

9.07 Members may post any interboarded listing MLS® number to the Interboard MLS® number field(s).

Section 10 – Internet

Addresses – REALTOR.ca

10.01 The sending of the address to REALTOR.ca, IDX, etc. is a mandatory field on all listings with the default set to “yes” unless ticked “no”.

Multimedia Links

10.02 All multimedia links on REALTOR.ca, namely alternate feature sheet – field 63; virtual tour – field 64; sound bites – field 65; sales brochure – field 66; additional photos – field 67; and Board preferred map service to locate property – field 84, must be limited to property specific information and advertisement of private sales is not permitted on those links. Further, webpages linked directly from REALTOR.ca through multimedia links must not indicate where private sale information can otherwise be located. Webpages linked directly from REALTOR.ca through multimedia links or ‘REALTOR® Website’ links cannot automatically redirect users to a third party site. In accordance with The Canadian Real Estate Associations’ MLS® Technology Council’s Policy, multimedia links are to be limited to their respective fields. This ensures that REALTOR.ca displays information that consumers expect to see on the link they wish to use. MLS® Systems are member to member cooperative systems and members who participate on REALTOR.ca (which is a member

developed and financed site) must respect the member to member facet in all multimedia links provided in association with REALTOR.ca. Seller contact information must not be displayed on webpages that are linked directly from REALTOR.ca through multimedia links. The listing REALTOR®/brokerage website may be linked directly from REALTOR.ca through the 'REALTOR® Website' link that appears on REALTOR.ca feature sheets, but this specific webpage of the REALTOR®/brokerage website must not display seller contact information. As well, members can include in the General Description – field 27 (public remarks, known as field – 31 in the French version) a comment to “see my website for further information” without specifying the nature of such additional information.

Alternative Feature Sheets

Linking to feature sheets other than those supplied by REALTOR.ca or ICX.ca may occur subject to:

1. The member / broker site generated feature sheet opens a new window smaller than the REALTOR.ca window;
2. The feature sheet shall include a “Return to REALTOR.ca” button which results in the member/broker window being closed;
3. The link from the thumbnail to the feature sheet is for the specific property on the thumbnail result set;
4. The link must be permission based on an individual property basis and an agent specified URL is provided and supported; and
5. Seller contact information must not appear on alternate feature sheets (see Seller Contact Information policy).

(Footnote → This policy should not be interpreted to prevent ancillary firm/sales rep promotions as part of the virtual tours. This means members can have their brokerage name, salesperson’s name, phone numbers, etc. for REALTOR®.ca, etc. on their Virtual Tours.)

IDX Site

10.03 Links on the Association IDX site are not allowed.

Section 11 - Electronic Key Pad System

Requirements

11.01 Terms of Use

The use of lockboxes and access cards is a privilege extended to Members and contract subscribers of the Association only and shall be governed by the terms of any contract entered into by them with the Association as well as the Rules of Cooperation including the following:

- (a) Access cards are issued and registered for the exclusive use by an individual Member /subscriber and are NOT TO BE LOANED under any circumstances;
- (b) PIN codes are to be kept confidential and any written record of the code must not be attached to or kept with the access card;
- (c) Directions for the use of lockboxes (if any) as published on the listing must be strictly adhered to;
- (d) It is mandatory to book showings prior to entering a home with the Listing Brokerage and/or the Listing REALTOR®. All appointments must be recorded.
- (e) Keys removed from lockboxes must be replaced immediately following use;

- (f) It is the responsibility of the user to ensure that all security precautions are taken prior to departing the property;
- (g) In the event of termination of membership in the Association, the lockboxes may be transferred to another Member with documentation presented to the Association;
- (h) In the event that an eKey® is lost, misplaced or stolen,
 - (i) the Association must be notified immediately so that the key can be deactivated in the system
 - (ii) within 24 hrs (excluding weekends and holidays the member will fill in the lost key affidavit, new key lease agreement and obtain a new eKey® at the Association Office
 - (iii) the member/subscriber shall pay to the Association the \$50 reward should the lost equipment be returned and the \$50 (+HST) reward paid to the returnee, the member/subscriber will be billed out to his/her office.
- (i) Instances of non-compliance with access cards may be reported either on a Matrix Error Report Form or to the Professional Standards Committee for Action.
- (j) If a Member wants replacement equipment due to malfunction the Member shall apply at the Association office for a replacement equipment by completing a new Sub Lease Agreement.
- (k) In the event of a breach of contract, Supra key access will be suspended immediately for 30 days. After the suspension period, it will be a requirement to attend the Board for reinstatement. It will be compulsory to review the Supra Access Agreement and the Boards MLS® Policy with a Senior Supervisor or the CEO to regain access. For the second and any subsequent suspension, the Board may, in our sole, absolute and non-reviewable discretion refuse to reinstate your rights under this Agreement.

Footnote - → *Members may purchase identification stickers for their cell phones or other communication devices. However, if such cell phones or other communication devices are lost and then found and returned to the Association Office, the Member will be responsible for paying the \$50 to the returnee.*

Exemption Rules

- 11.02 Where a Member has been exempted from monthly assessments the Member's equipment will be de-activated.

Compliance

- 11.03 Instances of non-compliance with key pad policies shall be reported either on a Matrix Error Report Form or to the Professional Standards Committee for action.

Lockbox – Removal Following Closing or Termination of Listing

- 11.04 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.

Section 12– Open Houses

Held for the Public

- 12.01 The Association shall maintain a computer program for use by Members to advertise Open Houses being held for the general public.

- 12.02 Properties which may be entered on this list must be:
- MLS® listed properties;
 - input directly on the computer system by the listing member or brokerage;
 - may only be input by entering the MLS® number; and
 - may be held any day of the week as agreed to by Seller.

Held for Members in London

- 12.03 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 and Elgin County

- 12.04 The schedule for Member Open Houses within “R Areas” shall be shown below:

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

General

- 12.05 Properties which may be entered on this list must:
- be MLS® listed properties;
 - include Open House date, time and directions to its location if rural; or
 - be input directly on the computer system by the Listing Member or Brokerage.

Attendance

- 12.06 Unattended Open Houses using a lockbox are permitted provided they are so designated on the Open House Notice Sheet.

Section 13- Suspension of MLS® Services

Definition

- 13.01 Any Member that is a Firm/Member whose MLS® service is suspended will not receive the following for the duration of the suspension:
- Computer Access
 - Lockbox Access
 - New MLS® listings will not be accepted

Return of Equipment

- 13.02 Suspended Members will be de-activated in KIM and Equipment must be returned to the Association Office by the date the suspension takes effect.

Member’s Continuing Obligations

- 13.03 During the period of suspension however, the Member shall be reminded to continue to service all his existing MLS® listing/sales in the normal manner and in accordance with the MLS® Rules and Regulations.

Section 14– Delivery

In-City Delivery

- 14.01 The Association shall provide to each Member that is a Firm located in the city of London, according to agreed upon schedule, pickup and delivery of Association mail bags at no charge.

Ex-City Delivery

- 14.02 The Association shall provide to each Firm Member located in the city of St. Thomas and outside the city of London, according to agreed upon schedule, pickup and delivery of Association mail bags at no charge.

Delivery Boxes

- 14.03 In order to receive delivery of Association mail bags, each Member that is a Firm shall be responsible to provide at his location, a suitable “delivery box”. If delivery is outside work hours, the Association mail bag will be mailed out once a week.

Pickup

- 14.04 To ensure pickup the Member that is a Firm must place Association mail bags destined for the Association office in their delivery box not later than 3:00 p.m.
- 14.05 All envelopes containing cheques must be clearly marked “Cheque Enclosed”. In addition, they must show the full address of the office the correspondence is coming from, as well as the address of the office the envelope is going to.

Member Mail Re-Distribution

- 14.06 Members may forward for re-distribution to other Members and the Association via the Association mailbags only properly addressed material related to business between the Members and the Members and the Association.
- 14.07 Absolutely no recruiting may be carried out through the Association mailbags or in person on the Association property or extension thereof (ie. location of AGM or other Association functions not being held directly on Association property).
- 14.08 Complaints regarding the materials circulated by Members via the Association mailbags will be referred to the Professional Standards Committee.
- ** Members should note that the Association does not guarantee nor accept responsibility for cheques or other “valuable documentation” which may be forwarded for re-distribution.
- 14.09 There will be a charge of \$0.50/piece for bulk mailouts utilizing the Association’s mailbags. The determination of bulk mail will be at the staff’s discretion.

Section 15 – VOW

- 15.01 Brokerages can choose whether or not they want to provide a VOW or enable the Salespeople and Brokers working in their office to provide a VOW to consumers.
- 15.02 All MLS® Listings on the ITSO MLS® System will be included in the VOW feed regardless of whether or not the Brokerage or anyone in their office is operating a VOW unless a Seller Opt Out form has been completed for a particular listing. If a Seller Opt out form has been completed the opted out information will not be included in the VOW feed effective upon the Member Association being notified and will not be added into the VOW feed once the sale is pending.

15.03 A VOW feed will include

- a) All Active and Pending listings except listings where the Seller has opted out of advertising on the Internet;
- b) Two years of sold prices, Expired, Cancelled and Suspended listings;
- c) Pending status and pending sale price where conditions have been satisfied or waived;
- d) Pending status only, no sale price, if there are conditions that have not been satisfied or waived;
- e) Buyer agency compensation remarks;
- f) Offer instructions;
- g) Public remarks.

15.04 A VOW feed will not include:

- a) Pending sale price if there are conditions that have not been satisfied or waived;
- b) Seller's name;
- c) REALTOR® Remarks;
- d) Showing instructions;
- e) Access or security information;
- f) Mortgage information; or
- g) Personal Information of the Seller or residents of the property.

Section 16 – Data Distribution Policy and Rules

Data Distribution Facility Overview

CREA has created a Data Distribution Facility (DDF) to enable CREA's members to easily disseminate MLS® listing content to multiple websites, and to ensure that MLS® listing content that is displayed on these websites is accurate, up to date, and uses CREA's trademarks correctly.

The DDF is permission based and consists of three modules: a National Shared Pool Module; a Member Feed Module; and a Third Party Module. Participating brokerages and salespeople can access a dashboard on REALTOR Link® to indicate where they want to send their listing information and how much information they want to send.

Structure of the Data Distribution Facility

1. National Shared Pool Module - Participants can contribute their listings to a national data pool and receive a feed from that pool to display all other participants' listings on their websites. Participants can filter the data feed they receive based on objective criteria. Participants can also choose to contribute their listings to a data feed made available for display on participating franchisors' websites.
2. Member Feed Module—Participants can use this module to receive a data feed of their listings to display on their own website in order to track the success of their website as a marketing tool.
3. Third Party Module – Participants can choose to send listing content to a number of third party websites.
4. Technical Solutions Module – Participants that are franchisees can choose to send listing content to their franchisor.

Participation

1. Board Participation

- a) Participation in the National Shared Pool Module is mandatory for all Boards/Associations. Boards/Associations must:
 - i) Provide or authorize a feed of the listings of their members who are participating in the DDF to CREA; and
 - ii) Adopt and enforce the DDF rules established by CREA.

- b) Boards must participate in the Member Feed Module and the Third Party Module unless they provide a facility to their members that CREA determines to be comparable.
 - i) In general, a comparable facility for the Member Feed Module is one that enables members to retrieve their listings.
 - ii) In general, a comparable facility for the Third Party Module is one that enables members to have their listing content distributed to third party websites.

2. Brokerage Participation

- a) Brokerages have the option to participate or not to participate in the DDF.
- b) In the National Shared Pool Module:
 - i) Brokerages have the option to participate or not to participate in the national data pool.
 - ii) Brokerages may also opt to contribute to the franchisor pool if they have opted to participate in the national data pool.
- c) Brokerages have the option to participate or not to participate in either or both of the Member Feed Module and the Third Party Module.
- h) Brokerages have the option to participate or not to participate in the Technical Solutions Module. Brokerages that are a franchisee may opt to contribute their listings to the franchisor's direct feed.

3. Salesperson Participation

- a) Salespeople have the option to participate in the CREA DDF independent of their brokerages if:
 - i) The salesperson's brokerage is participating in the CREA DDF and has given the salesperson permission to participate in the CREA DDF; or
 - ii) The salesperson's brokerage is not itself participating in the CREA DDF but has opted in for the purpose of giving its salesperson(s) permission to participate in the CREA DDF.

Enforcement

1. Boards and Associations that operate MLS® Systems must adopt and enforce the DDF Rules established by CREA.
2. A Board/Association or CREA may suspend or terminate a participant's access to the CREA DDF or disable DDF functions and features for that participant if it is determined that there is a violation of any rule, regulation, or policy of the Board/Association or CREA.

Data Distribution Facility (DDF) Rules

All Boards and Associations will be required to adopt and enforce the following rules. Any changes to the rules must be approved by CREA.

1. Definitions

- a) CREA DDF – a permission based data distribution facility provided by CREA to facilitate the distribution of its participating members' listing information to National Pool Websites, Member Feed Websites, Franchisor Websites, and Third Party Websites.
- b) Franchisor – a company that owns the overall rights and trademarks of the company and enters into franchise agreements with another entity (a franchisee) to allow them to use these rights and trademarks to do business.
- c) Franchisor Direct Feed – a feed of Listing Content from a Franchisor's franchisee that is made available to the

- Franchisor for display on their Website.
- d) Franchisor Pool – a pool of Listing Content that is made available to all participating Franchisors for display on their Website.
 - e) Franchisor Website – a Website operated by a Franchisor who has entered into a contract with CREA to receive a data feed provided by the CREA DDF.
 - f) Listing Content – the MLS® listing information, including photographs and images, which a Participant chooses to send to National Pool Websites, Franchisor Websites, Member Feed Websites, and Third Party Websites based on data templates that contain a number of fields set by CREA.
 - g) Listing Marketing and Permissions Management– an application provided by CREA used to option to the CREA DDF and define which destinations are to receive the Participant’s listings.
 - h) National Pool Website – a Website owned and operated by a Participant that displays the listings of other Participants, populated using a data feed provided by the National Shared Pool Module, which can be filtered based on defined and objective criteria.
 - i) Participants – all Participating Brokerages and Participating Salespersons.
 - j) Participating Brokerage – a member brokerage that is actively engaged in providing real estate brokerage services to buyers or sellers in real estate transactions and who consents to display of its listings on Websites through the CREA DDF.
 - k) Participating Salesperson – a REALTOR® that is registered with a Participating Brokerage who also chooses to participate in the CREA DDF with the consent of his or her brokerage.
 - l) Member Feed Websites – a Website owned and operated by a Participant that displays just the Participant’s own listings, populated using a data feed provided by the Member Feed Module.
 - m) Recognized Search Engines – a search engine that is on the CREA maintained list of Recognized Search Engines.
 - n) Scraping – use of a software program or other method to extract Listing Content, such as photographs and/or text, from a Website.
 - o) Technology Provider – a company that has entered into a data access agreement developed by CREA to operate a National Pool Website or a Member Feed Website on behalf of a Participating Brokerage or Participating Salesperson.
 - p) Third Party Websites – Websites other than National Pool Websites, Member Feed Websites, or Franchisor Websites that are provided a data feed of Participants’ listing information from the Third Party Module.
 - q) Website – any electronic display of or access to content in any manner including mobile applications.

2. General Application of Rules

All Participants must adhere to the following rules, all other MLS® rules and regulations, guidelines and policies that may be adopted by the Board/Association or CREA in relation to the DDF from time to time, and to all applicable provincial or federal legislation and regulation.

3. Alteration and Addition of Data

- a) Participants shall not modify or manipulate information relating to other Participants’ listings.
- b) Participants may augment their own Listing Content on their National Pool Website or Member Feed Website with additional data not otherwise prohibited from display, but they shall not add data to other Participants’ Listing Content.

- c) Participants may co-mingle exclusive listings with the Listing Content they receive through the CREA DDF on National Pool Websites and Member Feed Websites.

4. Authorization

- a) Participating Brokerage Consents
 - i) Participating Brokerages' consent for display of their Listing Content on National Pool Websites, Member Feed Websites, Third Party Websites and/or Franchisor Websites is provided by opting-in to these modules through the Listing Marketing and Permissions Management application.
 - ii) A Participating Brokerage that has opted-in to the National Shared Pool Module may also consent to having its Listing Content sent to the Franchisor Websites by opting into the Franchisor Pool in this portion of the CREA DDF through the Listing Marketing and Permissions Management application.
 - iii) A Participating Brokerage that has opted-in to the Technical Solutions Module may consent to have their Listing Content sent to their Franchisor's Website by selecting the Franchisor's Direct Feed in the Listing Marketing and Permissions Management application.
 - iv) A Participating Brokerage that has opted-in to any or all of the National Shared Pool Module, Member Feed Module, and Third Party Module may give permission to its salespeople to also participate in any or all of these modules through the Listing Marketing and Permissions Management application.
 - v) If a brokerage chooses not to opt-in to the CREA DDF (even for the limited purpose of permitting its salespeople to participate), its salespeople cannot participate in the CREA DDF.
 - vi) Participating Brokerages that opt-in to any of the CREA DDF modules hereby grant CREA a royalty-free, perpetual license to use, reproduce, transmit, distribute, and exhibit the Listing Content for the purposes of the CREA DDF.
- b) Participating Salespersons' Consents
 - i) Participating Salespeople that have the permission of their Participating Brokerage may choose to participate in the National Shared Pool Module and/or the Member Feed Module, which will enable them to receive a feed of data for display on their websites.
 - ii) Participating Salespeople that have the permission of their Participating Brokerage may consent to participate in the Third Party Module, which will enable them to send Listing Content to Third Party Websites.
 - ii) Participating Salesperson consent is provided by opting-in through the Listing Marketing and Permissions Management application.
- c) Consent to Display Listings
 - i) Participants must consent to contribute all their MLS® listings to the National Shared Pool Module unless they have been instructed by a seller not to include a particular listing in the DDF.
 - ii) Where a property is listed by more than one brokerage or salesperson and any one of those brokerages or salespersons is participating in any data feeds of the CREA DDF that property will be included in the applicable data feed(s).

5. Use of CREA DDF Data Feed

- a) Participants operating National Pool Websites and Member Feed Websites must refresh their Websites at least once every 24 hours but no more frequently than once an hour.
- b) Participants may not use the Listing Content they receive through the CREA DDF for any purpose other than:

- i) display on their National Pool Websites and Member Feed Websites;
- ii) to create a mobile app, the sole purpose of which would be to advertise the listing content they receive through the CREA DDF in accordance with these rules; and
- iii) to create marketing materials for their own listing content only.

This does not require participants to prevent indexing of the Listing Content by Recognized Search Engines.

- c) Participants may not operate more than five Websites using the Listing Content they receive through the CREA DDF.
- d) Participants shall not use the Listing Content they receive through the CREA DDF in the operation of a Website through which a member provides online brokerage services to consumers.
- e) Participants shall not allow consumers to write comments or reviews about a particular listing or displays a link to such comments or reviews about a particular listing on their National Pool Websites.
- f) The Listing Content that Participants receive, or any portion thereof, may not be displayed on any Website except a National Pool Website or a Member Feed Website.
- g) Participants must not permit any portion of the Listing Content they receive to be used or provided to any person or corporation for any purpose other than those expressly provided for in these rules.
- h) Participants may provide the Listing Content to a Technology Provider who is operating a National Shared Pool Website or a Member Feed Website on their behalf, but Participants are responsible for the conduct of any Technology Provider they use.
- i) Participants may provide their Listing Content to a marketing company who they have entered into a contract with to receive marketing materials, but Participants are responsible for the conduct of any marketing company they use.
- j) Participants shall take reasonable precautions to prevent Scraping of their National Pool Websites and Member Feed Websites, and to prevent the Listing Content from being displayed on any internet Website other than National Pool Website or a Member Feed Website. Reasonable precautions shall include but not be limited to:
 - i) regularly monitoring their Website for signs of Scraping; and
 - ii) taking necessary steps against scrapers, such as blocking access.
- k) Participants shall immediately advise their Board/Association whenever they suspect that Scraping has occurred.
- l) Nothing in this policy prohibits Participants from providing to third parties or displaying on other Websites information concerning their own listings created by them or received independently of the CREA DDF.

6. Display Requirements

- a.) All Listing Content displayed on a National Pool Website or a Member Feed Website must:
 - i) Display the MLS® and REALTOR® logos;

- ii) Display the listing brokerage name and any additional information that is required by provincial law/regulation, which must be prominently displayed in text large enough for a consumer

to easily read, and appear with the Listing Content (not requiring consumers to click on any hyperlinks, etc.); and

- iii) Display the watermarks provided by CREA on photographs.
- b) Listing Content must not display:
- i) Any advertising or co-branding on a National Pool Website;
 - ii) Any confidential information including past sales prices, the cooperating commission or fee, etc. on a National Pool Website or a Member Feed Website.
- c) Every page of all National Pool Websites and Member Feed Websites must display the following text: “MLS®, REALTOR®, and the associated logos are trademarks of The Canadian Real Estate Association”.
- d) All National Pool Websites must require consumers to agree to terms of use before accessing the Listing Content through a click-wrap agreement that contains, at a minimum:
- i) Text that states CREA is the owner of the REALTOR® and MLS® trademarks: “REALTOR®, REALTORS®, and the REALTOR® logo are certification marks that are owned by REALTOR® Canada Inc. and licensed exclusively to The Canadian Real Estate Association (CREA). These certification marks identify real estate professionals who are members of CREA and who must abide by CREA’s By-Laws, Rules, and The REALTOR® cODE. The MLS® trademark and the MLS® logo are owned by CREA and identify the quality of services provided by real estate professionals who are members of CREA.”;
 - ii) Text that disclaims liability of CREA as a result of providing the data feed: “The information contained on this site is based in whole or in part on information that is provided by members of The Canadian Real Estate Association, who are responsible for its accuracy. CREA reproduces and distributes this information as a service for its members and assumes no responsibility for its accuracy”;
 - iii) Text that states the website is operated by a brokerage or salesperson who is a member of The Canadian Real Estate Association; and
 - iv) Copyright ownership text: “The listing content on this website is protected by copyright and other laws, and is intended solely for the private, non-commercial use by individuals. Any other reproduction, distribution or use of the content, in whole or in part, is specifically forbidden. The prohibited uses include commercial use, “screen scraping”, “database scraping”, and any other activity intended to collect, store, reorganize or manipulate data on the pages produced by or displayed on this website.”

7. Filtering

- a) Participants may filter the listings they choose to display on their National Pool Websites based only on objective criteria.
- b) Subject to applicable laws and regulation, the only allowed filter criteria are:
 - i) Geography or location;
 - ii) List price;
 - ii) Rentals;
 - iv) Property type (e.g., condominiums, cooperatives, single-family, multi-family).
 - iv) Property features (e.g., water front).
- c) Filtering of listings displayed on any National Pool Websites must be independently made by each Participant.

8. Enforcement

- a) Participants must make their National Pool Websites and Member Feed Websites directly accessible to Boards, Associations and CREA for the purpose of monitoring/ensuring compliance with the applicable rules and policies.
- b) Within three business days after being requested by the Board/Association or CREA to do so, a Participant must make changes to its National Pool Website or a Member Feed Website as required by the Board/Association or CREA to resolve any violation of the rules, regulations, or policies, during which time the Board/Association or CREA may suspend the Participant's access to the CREA DDF.
- c) Notwithstanding subsection b, if a Participant is in violation of any rule, regulation, or policy of the Board/Association or CREA relating to the operation of any of a National Pool Website or a Member Feed Website, the Board/Association or CREA may, in addition to all other remedies available, immediately terminate or suspend the Participant's access to the CREA DDF or disable DDF functions and features for that Participant, or direct CREA to immediately terminate or suspend the Participant's access to the CREA DDF or disable DDF functions and features for that Participant.
- d) If a Participant cease to participate in the CREA DDF or has their access terminated or suspended by their Board, Association, or CREA, they will not be able to contribute their listings to the DDF nor receive a feed of listings for display on their website(s). They shall not display any Listing Content from the CREA DDF and must destroy any local copies of the Listing Content.