

Current Wording	Proposed Wording	Rationale
<b>ARTICLE 1 – DEFINITIONS &amp; GENERAL CORPORATE MATTERS</b>	<b>ARTICLE 1- GENERAL</b> <b>ARTICLE 1 – INTERPRETATION AND CORPORATE MATTERS</b>	
<p>Section 1 – Title</p> <p>1.01 The name of the Corporation shall be the London and St. Thomas Association of REALTORS®</p>	<p>Section 1—Name</p> <p><b>1.1 Name</b> The name of the Corporation <b>Association is</b> shall be the London and St. Thomas Association of REALTORS®</p> <p><b>1.2 Objects</b> The objects of the Association shall be those as set out in the Letters Patent or any supplementary Letters Patent, or Articles of Incorporation or Continuance filed pursuant to ONCA, or any successor legislation, as amended from time to time.</p>	<p>Basic purpose of “objects” of organization should be identified.</p>
Section 2 – Definitions and Interpretations	<p><del>Section 2</del> <b>1.3</b> Definitions</p> <p>2.01 <b>In</b> For purposes of this Bylaw: the term</p>	
<p>2.01 For purposes of this Bylaw, the term:</p> <p>a) "Act" means the Real Estate and Business</p>	<b>DELETE- REPLACED WITH “TRESA”, WHICH IS DEFINED BELOW</b>	For clarity, it is better to refer to Acts by their acronyms, so it is clear to a reader what “Act” is being referred to.

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Brokers Act, 2002, and its regulations, and any successor legislation;		
b) Broker” means a broker as defined in the Act;	<b>Moved down to be alphabetically correct</b>	
	<b>“Annual Meeting” means the business meeting of the Members, as required by ONCA, and called each year pursuant to this Bylaw;</b>	<b>This is the terminology used in ONCA legislation and should be defined in these bylaws</b>
c) "Arbitration Act" means the Arbitration Act, 1991, S.O. 1991, c. 17, as amended, and any successor legislation;	<b>DELETE</b>	<b>Not needed. The term is never used in the proposed bylaws as all arbitration provisions are moved to policy.</b>
d) “Association” means the London and St. Thomas Association of REALTORS®	<b>DELETE. Replaced with “LSTAR” which is defined below</b>	
e) “Board of Directors” means the Board of Directors of the London and St. Thomas Association of REALTORS®, as further described in Section 1.02 of Article 6 hereof; and “Director” means a person who is a member of the Board of Directors; and “Directors” means the Board of Directors, unless the context indicates otherwise;	<b>“Board” or “Board of Directors”</b> means the Board of Directors of <b>LSTAR</b> <del>the London and St. Thomas Association of REALTORS®, as further described in Section 1.02 of Article 6 hereof; and “Director” means a person who is a member of the Board of Directors; and “Directors” means the Board of Directors, unless the context indicates otherwise;</del>	<b>“Director” is given its own definition. “Board” is simpler way of referring to the Board of Directors. Balance of verbiage unnecessary</b>
f) "Branch Office" means any office of a	<b>"Branch Office"</b> means any office of a <b>Firm</b>	<b>Current wording ends after word</b>

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Member that is a Firm, other than the main office, which is registered in accordance with the Act, and at which the business	<del>Member that is a Firm</del> , other than the main office, which is registered in accordance with <b>REBBA</b> the Act, and at which the business of <b>trading in real estate is conducted;</b>	<b>“business”.</b> Something is missing. Reference to <b>“Act”</b> removed and replaced with <b>REBBA</b>
	<b>“Broker”</b> means a broker as defined in <b>REBBA</b> the Act;	Moved down from (b) to be alphabetically correct
<p>u) “Principal Broker” means, at the choice of the Member that is a Firm:</p> <p>(i) the person who is the broker of record of that Firm for the purposes of the Act, if the Firm’s broker of record under the Act is a Member of the Association; or</p> <p>(ii) a Member who is a Broker who has been designated as the Principal Broker for the purpose of the relationship between the Member that employs him and is a Firm and the Association, if that Firm’s broker of record under the Act is not a Member of the Association; or</p> <p>(iii) a Member who is a Broker and has been designated as the Principal Broker for the purpose of the relationship between the Member that employs him and is a Firm and the</p>	<p><b>Broker of Record</b> <del>u) “Principal Broker” means,</del> at the choice of the Member that is a Firm:</p> <p><del>(i) the person who is the broker of record of that</del> <b>Member</b> Firm for the purposes of <b>TRESSA</b> the Act, if <del>the Firm’s broker of record under the Act</del> if <b>that person</b> is a Member of <b>LSTAR</b> the Board; or , <b>at the option of the Firm Member, a Member who is a Broker and has been designated as the Broker of Record by the Firm Member for the purpose of the relationship between the Firm Member and LSTAR, even if the Firm Member’s Broker of Record is a Member of LSTAR;</b></p> <p><del>(ii) a Member who is a Broker who has been designated as the Principal Broker for the purpose of the relationship between the Member that employs him and is a Firm and the Board, if that Firm’s broker of record under the Act is not a Member of the Board;</del></p>	<b>“Principal Broker” changed to Broker of Record as per BOD review Feb 22, 2023</b>

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<p>Association, even if the Firm's broker of record is a Member of the Association, and every Member that is a Firm shall advise the Association of whom it has designated as its Principal Broker and shall immediately advise the Association when that designation changes.</p>	<p><del>or ARTICLE 1 Definitions &amp; General Corporate Matters</del></p> <p><del>(iii) a Member who is a Broker and has been designated as the Principal Broker for the purpose of the relationship between the Member that employs him an is a Firm and the Board, even if the Firm's broker of record is a Member of the Board, and every Members that is a Firm shall advise the Board of whom it has designated as its Principal Broker and shall immediately advise the Board when that designation changes.</del></p>	
	<p><b>"Brokerage"</b> means a brokerage as defined in <b>REBBA</b></p>	
<p>g) "Bylaw" means this Bylaw, and any addition or amendment hereto as may be approved by the Board of Directors and confirmed in accordance with the provisions of Article 13 hereof, and includes any rule or regulation in force as approved by the Board of Directors from time to time including rules and regulations governing the Multiple Listing Service® of the Association</p>	<p><b>Bylaw or Bylaws</b> means this Bylaw and any other Bylaw of LSTAR as amended and which are, from time to time, in force and effect;</p>	<p><b>Simplified. Also, Rules are not bylaws and do not require member approval to amend.</b></p>
<p>h) "Chief Executive Officer" means the chief staff person responsible for general operation of the Association</p>	<p><b>DELETE</b></p>	<p><b>Not necessary. "Chief Executive Officer" is defined in Article 8-Officers</b></p>

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i) "Corporations Act" means the Corporations Act, RSO 1990, c. C-38, as amended and any successor or replacement legislation	<b>DELETE</b>	Replaced by ONCA definition
j) "Committee" means any Committee listed in Article 7, and Terms of Reference in General Policies	<b>DELETE</b>	Not necessary
k) "CREA" means the Canadian Real Estate Association or any successor organization;	"CREA" means The Canadian Real Estate Association or any successor organization;	
	"Director" means an individual elected or appointed to the Board of Directors;	
l) "Employ" means to employ, appoint, authorize or otherwise arrange to have another person act on one's behalf, including as an independent contractor and "employed", "employs", "employment", "employer" and "employee" shall have such similar expanded definitions;	"Employ" has the meaning set out in REBBA. <del>means to employ, appoint, authorize or otherwise arrange to have another person act on one's behalf, including as an independent contractor and "employed", "employs", "employment", "employer" and "employee" shall have such similar expanded definitions;</del>	This reference relates to REBBA. As the definition may change in that Act, it is best practice to simply defer to that wording rather than be specific. That way, you don't need a bylaw amendment every time the wording in REBBA changes.
m) "Firm" shall mean a "brokerage" as defined under the Act;	<b>DELETE</b>	Defined in the Membership section
n) "Floor" means those Members entitled to	<b>DELETE</b>	No purpose for this definition

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attend and vote on a matter at a Member Meeting. – governance change effective September 23, 2004		
	<b>“ITSO”</b> means Information Technology Systems Ontario or any successor organization.	<b>Reflects current operational status of MLS Systems</b>
	<b>“LSTAR”</b> means the London and St. Thomas Association of REALTORS®	<b>Use of acronym rather than “Board” is recommended</b>
	<b>“Meeting of Members”</b> means the Annual Meeting or a Special Meeting.	<b>This term is used in the proposed Bylaw. The definition adds clarity and relates back to the defined terms in ONCA</b>
o) “Member” shall mean a Salesperson, Broker or Firm granted membership pursuant to Article 2 and “Members” and “Membership” shall have a corresponding meaning.	<b>“Member”</b> <del>means shall mean a Salesperson, Broker or Firm</del> <b>a person or organization that has qualified under any category of membership established in this Bylaw</b> <del>granted membership pursuant to Article 2 hereof and</del> “Members” and “Membership” shall have corresponding meanings;	<b>“Organization” added for clarity. Specific sections of Bylaw should not be referred to as the sections may change</b>
	<b>“Member in Good Standing”</b> means a Member who has complied with all requirements established under LSTAR’s Bylaw and Policies;	<b>Defines the requirements of membership with greater clarity</b>
	<b>“Membership Assessment”</b> means a one-	<b>Current Article 4 “Dues and Fees” is being expanded to address all forms of</b>

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	time charge levied by LSTAR;	charges. These definitions relate to those changes.
	<b>“Membership Dues”</b> means the mandatory annual charge Members pay to maintain membership in LSTAR	
	<b>“Membership Fees”</b> means a charge for a specific service provided by LSTAR;	
p) “MLS®” means the Multiple Listing Service® operated by the Association under the MLS® trademark, which trademark is protected throughout Canada for the use of members of CREA in connection with services defined as listing to affect the purchase and sale of real estate.	“MLS®- <b>System</b> ” means the Multiple Listing Service® operated by <del>the Association</del> <b>or on behalf of the Association-LSTAR</b> under <del>CREA’s</del> <b>the</b> MLS® trademark, <del>which trademark is protected throughout Canada for the use of members of CREA in connection with services defined as listing to effect the purchase and sale of real estate;</del>	<b>“MLS System” is the terminology used by CREA to refer to the system as opposed to the trademark. “Or on behalf of” allows for shared services without further amending the bylaw. Currently, LSTAR’s MLS System is operated by ITSO</b>
	<b>“ONCA”</b> means the Ontario Not-For-Profit Corporations Act, 2010, as amended from time to time, or any successor legislation;	
	<b>“Ordinary Resolution”</b> means a resolution passed by a majority of the votes cast on that resolution, or consented to by each Member of LSTAR entitled to vote at a Meeting of the	<b>This is the terminology used in ONCA and should be defined in these bylaws</b>

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	Members;	
q) "OREA" shall mean the Ontario Real Estate Association or any successor organization;	"OREA" shall mean the Ontario Real Estate Association or any successor organization;	
r) "OREA Bylaw" means the Bylaw, rules and regulations enacted by OREA, as same may be amended from time to time by OREA;	DELETE	Not necessary
s) "Person" includes, where applicable, an individual, a partnership, a corporation, an organization, and a business	"Person" includes, where applicable, any individual, a partnership, a corporation, an organization, and a business firm, joint venture, association and any other form of entity or organization	More comprehensive definition
t) "Personal Service" means sending a copy of any notice or document required under the provisions of this Bylaw to be sent to any Member by registered mail delivery or any delivery with acknowledgement of receipt	DELETE	Not used in bylaw
	"Policy" means any internal, operational, membership or other requirement, including Rules and Regulations, duly established in writing by the Board of Directors that does not require ratification of the Members	Handy way of bringing all "non-bylaw" documents together



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v) REALTOR®" is a registered trademark which identifies real estate professionals in Canada and the United States who are Members of CREA and/or the National Association of REALTORS (NAR) respectively.	<b>REALTOR®</b> is a registered trademark which identifies real estate professionals in Canada and the United States who are Members <b>in good standing</b> of CREA and/or the National Association of REALTORS (NAR) respectively.	<b>As per BOD review Feb 22, 2023</b>
w) "REALTOR® Code" means the Code of Ethics and Standards of Business Practice of CREA, as may be amended from time to time;	<b>REALTOR® Code</b> means the Code of Ethics and Standards of Business Practice of CREA, as amended from time to time;	
x) "RECO" means the Real Estate Council of Ontario, or its successors, from time to time;	"RECO" means the Real Estate Council of Ontario, or <b>any</b> successor <b>organization</b> its successors, <del>from time to time;</del>	
y) "REBBA Code of Ethics" means, after March 31, 2006, the Code of Ethics for all registrants contained in the regulations to the Act, and any successor Code, all of which is sometimes also referred to as the RECO Code of Ethics. Before March 31, 2006, the RECO Code or REBBA Code means Code of Ethics for all registrants contained	<del>REBBA</del> <b>RECO</b> Code of Ethics" means, <del>after March 31, 2006,</del> the Code of Ethics for all registrants contained in the regulations to <b>TRESA</b> <del>the Act,</del> and any successor Code, all of which is sometimes also referred to as the RECO Code of Ethics. <del>Before March 31, 2006, the RECO Code or REBBA Code means Code of Ethics for all registrants contained in the RECO Bylaws;</del>	

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in the RECO Bylaws;		
z) "Salesperson" means a salesperson as defined in the Act;	"Salesperson" means a salesperson as defined in <b>REBBA</b> the Act;	
	<b>"Special Meeting"</b> means any business Meeting of the Members other than the Annual Meeting;	<b>This is the terminology used in ONCA and should be defined in these bylaws</b>
	<b>"Special Resolution"</b> means a resolution that requires a majority of not less than 2/3 of the votes cast on that resolution to pass or is consented to by each Member of LSTAR entitled to vote at a Meeting of the Members,	<b>This is the terminology used in ONCA and should be defined in these bylaws</b>
aa) "trade" includes 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	<b>"Trade"</b> has the meaning set out in REBBA	<b>The concept of "trade" or "trading" is used in the bylaw, so there should be a definition and it should relate back to REBBA</b>

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“trade” has a corresponding meaning;		
	<b>TRESA</b> means the Trust in Real Estate Services Act, 2020 and its regulations, and any successor legislation;	<b>As per BOD review Feb 22, 2023. New Ontario real estate legislation to be proclaimed on April 1, 2023</b>
<p>2.02 In this Bylaw, unless the context otherwise requires:</p> <p>a) words importing the singular shall include the plural, and vice versa;</p> <p>b) words importing the masculine gender shall include the feminine gender, and vice versa;</p> <p>c) "may" is construed as permissive; and</p> <p>d) "shall" is construed as imperative.</p>	<p><b>1.4 Interpretation</b></p> <p>In the interpretation of this Bylaw, unless the context otherwise requires, the following rules shall apply:</p> <p>(a) except where specifically defined herein, all terms contained herein, and which are defined in ONCA, or TRESA shall have the meanings given to such terms in ONCA or TRESA as applicable;</p> <p>(b) to the extent of any conflict between the provisions of the Bylaws and the provisions of any of ONCA, TRESA, or any successors thereto, the Letters Patent, or any Articles of Continuance, the provisions of ONCA, TRESA, or the Letters Patent, as applicable, shall govern;</p> <p>(c) words importing the singular number only shall include the plural and vice versa;</p> <p>(d) words referring to gender include all genders;</p> <p>(e) the invalidity or unenforceability of any provision of the Bylaw shall not affect the validity</p>	<p><b>Title added. More comprehensive definition than currently exists</b></p>

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	<p>or enforceability of the remaining provisions of the Bylaw;</p> <p>(f) the headings used in the Bylaw are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.</p>	
2.02 Where there is any reference made in the Bylaw and any special resolutions of the Association, to any Statute or any part of it, such a reference shall also be deemed to include any amendment, re-enactment or successor legislation of that Statute and any applicable regulations made there under, as the case may be.	<b>DELETE</b>	<b>Title added. More comprehensive definition than currently exists</b>
2.03 Except where expressly provided, the division of this Bylaw into Articles, sections, and sub-sections, and the insertion of headings, sub-headings, marginal notes and table of contents or index (if any) are for convenience of reference only and shall not affect the construction or interpretation of this Bylaw.	<b>DELETE</b>	<b>Title added. More comprehensive definition than currently exists</b>
Section 3 – Jurisdictional Area	<del>Section 3</del> — <b>1.5</b> Jurisdictional Area	

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<p>3.01 The Association's jurisdictional area shall be those parts of the Counties of Middlesex and Elgin as determined from time to time and approved by OREA, and as described in Schedule "A" attached to this Bylaw</p>	<p><del>3.01 The Association's</del> <b>LSTAR's</b> jurisdictional area shall be those parts of the <del>Counties of Middlesex and Elgin as determined from time to time and approved by OREA, and as described in Schedule "A" attached to this Bylaw</del></p>	
<p>Section 4 – Head Office</p> <p>4.01 The head office of the Association shall be at the City of London, in the County of Middlesex, in the Province of Ontario.</p>	<p><del>Section 4—</del> <b>1.6</b> Head Office</p> <p>4.01 The head office of <b>LSTAR</b> the Association shall be <b>located at such place in</b> at the City of London, <del>in the County of Middlesex, in the Province of Ontario</del> <b>as the Directors may determine from time to time.</b></p>	<p><b>ONCA requires head office to be named in Articles. Actual location should be under control of directors</b></p>
<p>Article 10-Section 1 – Fiscal Year</p> <p>1.01 The fiscal year of the Association shall be the calendar year.</p>	<p><del>Article 10-Section 1 –</del> <b>1.7</b> Fiscal Year</p> <p>1.01 <b>(a) LSTAR's</b> The fiscal year of the Association shall be the calendar year. <b>shall end on the 31st day of December in each year unless otherwise determined by the Directors.</b></p> <p><b>(b) The financial records of LSTAR shall be audited annually by an independent firm of auditors prior to the Annual Meeting and shall be approved by the Directors in accordance with ONCA.</b></p>	<p><b>Moved up from Article 10, Section 1 and reworded</b>  <b>Provides for audited financial statements and appointment of auditor as required by ONCA.</b>  <b>Specifically authorizes directors to change fiscal year</b></p>

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	(c) Subject to ONCA, the Members in Good Standing at each Annual Meeting shall appoint an auditor to audit the accounts of LSTAR for the next Annual Meeting.	
<p>Section 5 – Time Periods</p> <p>5.01 Each calendar day shall be counted when calculating any time periods stipulated in this Bylaw.</p>	<b>DELETE</b>	<b>Addressed in Meetings</b>
<p>Section 6 – Receipt of Notice</p> <p>6.01 Any notice, document, or communication required under the provisions of this Bylaw to be sent to any Member shall be deemed to be received by that Member on the third day after the date shown in such notice, document, or communication.</p>	<b>DELETE</b>	<b>Addressed in Meetings</b>
<p>SECTION 7 - Purpose</p> <p>7.01 The purposes of the Association shall be those set out in the Letters Patent of Ontario incorporating the</p> <p>Association, dated September 17, 1954 and as amended by Supplementary Letters Patent</p>	<p><b>DELETE</b></p> <p><b>DELETE</b></p>	<b>Now contained in 1`.2</b>

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<p>dated May 21, 1970.</p> <p>7.02 The Association was formed for the following and other purposes:</p> <p>a) to do all things necessary to promote interest in the marketing of real estate in all its aspects and to advance and improve the relations of the Members of the Corporation with the public;</p> <p>b) to advance and promote the interests of those engaged in Real Estate as Brokers, agents, valuers,</p> <p>examiners and experts and to increase public confidence in and respect for those engaged in the calling of Real Estate Broker;</p> <p>c) to encourage the use of the designation REALTOR® by the Members of the Corporation, to promote the acceptance by the public of such designation and such use thereof and to protect, as far as practicable, the exclusive use thereof by the Members;</p> <p>d) to encourage the study of real estate in all its aspects and to promote the exchange of views between the Members of the Corporation by affording opportunities for discussion,</p>		

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<p>correspondence and attendance at lectures for the reading of papers and to disseminate useful information by circulation among the Members of publications, data and forms;</p> <p>e) to institute, promote and manage listing systems with the object of rendering better service to the public by providing vendors of real estate with a wider potential market;</p> <p>f) to institute, promote and manage plans or systems for the benefit of the Members of the Corporation in the conduct of their business connected with all aspects of real estate;</p> <p>g) to establish, raise, undertake, superintend, manage and administer charitable or benevolent funds to assist needy Members of the Corporation and the dependents of deceased Members or other deserving persons and, from time to time, to make grants and donations out of the income or surplus funds of the Corporation for the purposes of such charitable or benevolent funds;</p> <p>h) to make grants and donations out of income</p>		



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<p>or surplus funds of the Corporation for the establishment or support of any charitable or benevolent institution and to subscribe and guarantee funds for any charitable or benevolent purpose, whether or not related to or calculated to promote the objects of the Corporation;</p> <p>i) to purchase, lease, build or otherwise acquire or provide, from time to time and at any time, any building or buildings for the purpose of an institute, hall, college or lecture rooms, offices and</p> <p>boardrooms and to alter, re-construct, equip and furnish the same for the use of the Members and</p> <p>their guests and generally for the promotion of the objects of the Corporation and to sell, mortgage, lease or otherwise dispose of the same when deemed advisable from time to time;</p> <p>j) to promote, encourage and protect the ownership of real property and to endeavour to maintain real estate values and to do all things which may be deemed to be necessary or advisable to make real estate a sound and</p>		

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<p>desirable investment; and</p> <p>k) generally to assist in the development of the said City of London and its environs along the lines best calculated to promote the prosperity and wealth of the metropolitan area and its inhabitants.</p>		
<p>Section 8 – Seal</p> <p>8.01 The seal, an impression of which is stamped hereunder, shall be the corporate seal of the Association.</p>	<p><b>1.8 Corporate Seal</b>  If LSTAR authorizes a corporate seal, that seal shall remain in the custody of the Executive Officer of LSTAR and shall be affixed to agreements and other documents under the direction of the Board.</p>	<p><b>Seals are not mandatory, but should be referenced</b></p>
	<p><b>1.9 Books and Records</b>  All necessary books and records of LSTAR required by ONCA shall be regularly and properly kept by LSTAR.</p>	<p><b>This section does not exist in current wording and should be inserted</b></p>
<p><b>(Article 6)-Section 13 – Execution of Contracts, Etc.</b></p> <p>13.01 Any document requiring the signature of the Association shall be signed by any 2 signing officers, and</p>	<p><b>1.10 Execution of Documents</b></p> <p>(a) Cheques, Notes, Drafts, etc.  All cheques, drafts, electronic transfers, orders for payment or other financial instruments issued by LSTAR shall be signed or authorized by the</p>	<p><b>Moved from Article 6, Section 13 and modified and expanded. It is better to separate cheques from other documents in terms of approvals.</b></p> <p><b>Clarifies that authorities are</b></p>

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<p>once signed, shall be binding on the Association.</p> <p>13.02 Where necessary, the corporate seal may be placed on any document by any signing officer.</p> <p>13.03 For the purposes of this section, the term “document” shall mean to include anything set out in writing that</p> <p>affects the Association in any manner, including anything pertaining to the property or securities of the</p> <p>Association, and/or any financial or other obligation into which the Association has entered.</p>	<p>person or persons designated in accordance with LSTAR policy.</p> <p>(b) Other Documents Contracts, documents, or any instruments in writing requiring the signature of LSTAR shall be signed by the Officers of LSTAR, or such other persons as authorized by the Board of Directors, and all contracts, documents and instruments in writing so signed shall be binding upon LSTAR without any further authorization or formality. The Directors shall have power from time to time by resolution to appoint an Officer or Officers on behalf of LSTAR to sign specific contracts, documents, and instruments in writing. The Directors may give LSTAR’s power of attorney to any registered dealer in securities for the purposes of the transferring of and dealing with any stocks, bonds, and other securities of LSTAR.</p>	<p>established in policy.</p>
<p><b>(Article 6) Section 14 – Borrowing of Money</b></p> <p>14.01 The Board of Directors may borrow</p>	<p><b>1.11 Borrowing Powers</b></p> <p><del>14.01</del> The Board of Directors may borrow money in whatever amount at whatever terms they deem necessary <b>to manage the operations of</b></p>	<p><b>Moved from Article 6, Section 14. The wording that requires member approval to mortgaging has been deleted. It is good governance for</b></p>

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<p>money in whatever amount at whatever terms they deem necessary provided that, where the borrowing of money requires that the property or other securities of the Association be mortgaged or pledged as collateral, the Directors shall first obtain approval from the floor.</p>	<p><del>LSTAR provided that, where the borrowing of money requires that the property or other securities of the Association be mortgaged or pledged as collateral, the Directors shall first obtain approval from the floor.</del></p>	<p><b>directors to reserve that right to themselves so that they can fulfill their fiduciary responsibilities to act in the best interests of the association.</b></p>
<p><b>(Article 6) Section 11- Banking</b></p> <p>11.01 The Directors shall by resolution designate the bank or trust company in which the funds of the Association shall be deposited.</p>	<p><b>1.12 Banking Arrangements</b>  The banking business of LSTAR shall be transacted at such bank, trust company or other firm or corporation carrying on a banking business in Canada or elsewhere as the Board may designate, appoint, or authorize from time to time by resolution. The banking business or any part of it shall be transacted by an officer or officers of LSTAR and/or other persons as the board of directors may by resolution from time to time designate, direct, or authorize</p>	<p><b>Moved from Article 6, Section 11. More comprehensive</b></p>
	<p><b>1.13 Funds of LSTAR</b>  (a) All monies received by LSTAR shall be deposited forthwith by the Executive Officer, or such other authorized representative(s) as are appointed by the Board of Directors, in such financial institution(s) and investments as are decided upon by the Board of Directors.</p>	

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	(b) Any and all funds collected shall be applied towards carrying out the objects of LSTAR in accordance with the requirements of ONCA and with the direction of these Bylaws and the Board of Directors.	
<p><b>(Article 6) Section 15 – Limitation of Expenditure</b></p> <p>No one time unbudgeted expenditure/liability in excess of \$120,000 shall be made or incurred by the Directors without prior approval of the floor</p>	<p><b>DELETE</b></p>	<p>As per BOD review Feb 22, 2023</p>
	<p><b>1.15 Minutes</b></p> <p>(a) Minutes of all proceedings at Meetings of the Members, Board of Directors, and all committee and task force meetings shall be recorded and filed at LSTAR’s head office.</p> <p>(b) Minutes of the Meetings of the Members and Board of Director meetings shall be made available to the Members on request.</p> <p>(c) Minutes that have been posted on LSTAR’s website shall be deemed to have been made available to Members for the purposes of this section.</p>	<p>While ONCA does not require that board of director minutes be made available to members, it is good governance to do so, as it promotes transparency.</p>

Current Wording	Proposed Wording	Rationale
<p><b>(Article 10) Section 6 – Distribution of Assets on Dissolution</b></p> <p>6.01 Upon dissolution of the Association and after payment of all its debts and liabilities, any remaining assets shall be given to such charitable or other organizations whose objects are beneficial to the community, and as may be allowed by The Corporations ACT of Ontario</p>	<p><b>1.16 Section 8 - Dissolution of LSTAR</b></p> <p>6.01 Upon dissolution of <b>LSTAR</b> the Association and after payment of all its debts and liabilities, any remaining assets shall be given to such charitable or other organizations whose objects are beneficial to the community, and as may be allowed by <b>ONCA</b> The Corporations ACT of Ontario</p>	<p>Moved up from Article 10, Section 6 and reworded</p>
	<b>ARTICLE 2- BYLAWS</b>	
<p><b>(Article 10) Section 2 – Amendments</b></p> <p>2.01 This Bylaw may be amended or repealed at any meeting of the Board of Directors, provided notice of proposed amendment or repeal was sent to all Directors not less than 5 days prior to such meeting.</p> <p>2.02 Any amendment or repeal of this Bylaw</p>	<p><b>2.1 Bylaw Amendments</b></p> <p>Subject to any provision of ONCA:</p> <p>(a) This Bylaw may be amended or repealed by a simple majority vote of the Board.</p> <p>(b) Any Bylaw amendment approved by the Board must be submitted to the Members at the next Meeting of the Members. The Members may</p>	<p>Replaces current Article 10, Section 2. Under ONCA, bylaws are effective as of the date of approval by the BOD, subject to approval by the members. This wording reflects that fact.</p> <p>Also, ONCA only requires a majority vote for bylaw approvals (with the exception of issues dealt with in S. 103(1) (g), (j) and (l) of the Act). The</p>

Current Wording	Proposed Wording	Rationale
<p>is not enforceable until confirmed and approved by not less than two-thirds (2/3) of the Members present entitled to vote either in person or by proxy at a duly called meeting of the Association.</p>	<p>confirm, reject, or amend the Bylaw by Ordinary Resolution;</p> <p>(c) Bylaw amendments are effective from the date of the resolution of the Directors. They cease to be effective if they are not submitted to the Members at the next Meeting of the Members or if they are rejected by the Members.</p> <p>(d) The Executive Officer is authorized to correct Article and section designations, punctuation, cross-references and to make such other technical conforming changes including date adjustments as may be necessary to reflect the intent of these resolutions</p>	<p>bylaws can specify that a Special Resolution (2/3) is required. Current bylaws require a 2/3 vote by members. However, a majority vote is more in keeping with current governance practices</p> <p>This power in EO saves going back to assembly meetings for typos etc..</p>
	<p><b>2.2 Amendment to Policy</b></p> <p>Subject to ONCA, the Board may by a simple majority vote adopt, amend, or repeal such Policies that are not inconsistent with the Bylaw relating to the management and operation of LSTAR as well as procedural and other requirements relating to the Bylaw. Any such Policy will immediately come into force and apply to the Board and all Members and will continue to have force and effect until amended, repealed,</p>	<p>Article 10, Section 3 gives the directors the right to pass rules and regulations relating to MLS but are silent on general policy. This proposed wording is much more expansive.</p>

Current Wording	Proposed Wording	Rationale
	or replaced by a subsequent resolution of the Board of Directors.	
	<b>2.3 Invalidity of any provisions of this Bylaw</b> The invalidity or unenforceability of any provision of this Bylaw shall not affect the validity or enforceability of the remaining provisions of this Bylaw.	
ARTICLE 2-MEMBERSHIP	<b>ARTICLE 3 2-MEMBERSHIP</b>	
Section 1 – Membership 1.01 There shall be one class of membership in the Association	<b>3.1 Classes of Membership</b> There shall be <b>one</b> class of Membership in <b>LSTAR the Association</b> , <b>comprised of the following categories:</b>  <b>(i) Individual Members</b> -individuals who are registered as Brokers or Salespersons under TRESA; and  <b>(ii) Firm Members</b> -Organizations that are registered as Brokerages under TRESA.	<b>Current wording is vague as to who actually are the members. It says there is one class of membership but says nothing about who comprises that class.</b> <b>This proposed wording clarifies composition of membership class.</b>



Current Wording	Proposed Wording	Rationale
	<p><b>3.2 Eligibility For Membership</b></p> <p>Membership is available to those persons who:</p> <ul style="list-style-type: none"> <li>(i) Meet the qualifications established in this Bylaw, as well as the Policies of LSTAR;</li> <li>(ii) Submit an application in the form required by LSTAR;</li> <li>(iii) Execute any agreements or undertakings required by LSTAR;</li> </ul>	<p>Currently, there is no general “eligibility” requirement that is clearly set out in the bylaws.</p>
	<p><b>3.3 Obligations of Members</b></p> <p><b>3.3.1 All Members</b></p> <p>In order to qualify for and maintain membership in LSTAR, all Members must:</p> <ul style="list-style-type: none"> <li>(a) agree to be bound by and comply with the Bylaws and Policies of LSTAR;</li> <li>(b) agree to be bound by and comply with the Bylaws, Rules and policies of OREA and CREA;</li> <li>(c) agree to be bound by and comply with the RECO Code of Ethics and the REALTOR® Code;</li> <li>(d) Pay all membership dues, fees and assessments as required by LSTAR including</li> </ul>	<p>Various membership obligations, which are currently spread throughout the bylaw, are brought together here in one place, worded more effectively, and divided between various membership categories. Obligations have been divided into obligations of all members (3.3.1), Obligations of individual members (3.3.2) and Obligations of firm Members (3.3.3)</p>

Current Wording	Proposed Wording	Rationale
	any arrears that may be owing to LSTAR at the time of application for membership;	
	<p><b>3.3.2 Individual Members</b></p> <p>In addition to the requirements in 3.3.1 above, Individual Members must:</p> <p>(a) be Members in good standing of OREA and CREA;</p> <p>(b) complete such courses of education as may be determined from time to time by LSTAR; and</p> <p>(c) be employed by a Firm Member to trade in real estate on its behalf and at the time of application for membership must be endorsed by the Firm Member.</p> <p>(d) promptly advise LSTAR of any change in licensed status or Firm Member affiliation.</p>	<p><b>Most of these requirements (unless otherwise noted) exist in the current bylaws but are spread through the document and are verbose and repetitive. This section brings them all together in clear format</b></p>
	<p><b>3.3.3 Firm Members</b></p> <p>In addition to the requirements in 3.3.1 above, a Firm Member must:</p>	<p>These requirements are generally taken from current bylaws Query-are they all needed??</p> <p><b>Most of these requirements (unless</b></p>

Current Wording	Proposed Wording	Rationale
	<p>(a) have a Broker of Record who is an Individual Member and who has completed such courses of education as may be determined from time to time by LSTAR;</p> <p>(b) Upon applying for membership, provide notice in writing to LSTAR of the Firm's legal name, the name under which it is registered (if different from the legal name), the names and addresses of the partners, directors, officers, and shareholders, as the case may be, and the name and address of the person designated as its Broker of Record;</p> <p>(c) Within 10 calendar days, notify LSTAR of any corporate changes as set out in LSTAR policy</p> <p>(d) not employ any Salesperson or Broker registered under REBBA to trade in real estate on its behalf and who is working within the jurisdictional area of LSTAR unless that person is a Member in Good Standing of LSTAR</p> <p>(e) Ensure that every partner or director, as the case may be, registered under TRESA <del>the Act</del> and trading <del>real estate</del> within LSTAR's jurisdictional area, shall be a Member consistent with its RECO registration.</p>	<p>otherwise noted) exist in the current bylaws but are spread through the document and are verbose and repetitive. This section brings them all together in clear format.</p> <p><b>No change made to membership requirement as per BOD review Feb 22, 2023</b></p>

Current Wording	Proposed Wording	Rationale
<p>2.01 Any person, sole proprietor, partnership, corporation, or any other entity which is registered as a salesperson, broker or brokerage under the Act may become a Member provided that:</p> <p>a) The applicant agrees in writing to adopt and abide by the By-law of the Association, the REALTOR Code and the REBBA Code;</p>	DELETE	Substance now in Article 3
<p>b) The Principal Broker of an applicant which is a Firm shall have successfully completed all the educational courses as prescribed;</p>	DELETE	
<p>c) The applicant shall have successfully completed all educational courses as prescribed if he or she is a Broker or Salesperson;</p>	DELETE	
<p>d) The applicant, if a Broker or Salesperson, shall be endorsed by a Firm that is both a</p>	DELETE	

Current Wording	Proposed Wording	Rationale
Member of the Association and the employer of the applicant;		
e) The applicant, if a Broker or Salesperson, shall be employed by a Member that is a Firm to trade in real estate on its behalf;	DELETE	
f) The applicant shall apply in writing on the approved form and the form shall be accompanied by the appropriate fee; and	DELETE	
g) There are no amounts owing to the Association as described in Article 4, section 3.07	DELETE	
2.02 It is a condition of admission to Membership of an applicant which is a Firm registered under the Act, and a condition of the continued Membership of a Firm as a Member in the Association, that:	DELETE	
a) Every member of a home board office and/or branch office within the jurisdiction of the Association must be a member of the Association;		

Current Wording	Proposed Wording	Rationale
b) If a Principal Broker of a Firm is going to HOLD a license of a RECO registrant who is not a member of organized real estate (a REALTOR®), that Association Principal Broker must have a standalone corporation with a Non-REALTOR® Principal Broker; and	<b>DELETE</b>	
c) If a member of another board/association wishes to join this Association, that member plus their Principal Broker must join this Association.	<b>DELETE</b>	
In addition to all of the above-noted subsections being conditions of admission as a Member and conditions of continued membership of a Member, noncompliance with any of the above-noted conditions is a breach of this Bylaw.	<b>DELETE</b>	
<p>Section 3 – Application Approval Process</p> <p>3.01 Applications for Membership by a Firm which is registered under the Act shall be dealt with as follows:</p> <p>a) The application shall be reviewed and</p>	<b>MOVE TO POLICY</b>	<b>Requirements for membership belong in bylaws. “How” a member applies is process and belongs in policy</b>

Current Wording	Proposed Wording	Rationale
<p>processed by the Chief Executive Officer who shall report thereon to the Directors. If the application is complete in all aspects, and if the appropriate registration under the Act is confirmed and all the applicable conditions in sections 2.01 and 2.02 are met, the application may be temporarily approved by the Chief Executive Officer;</p>		
<p>b) The Board of Directors shall consider the report of the Chief Executive Officer and shall grant Membership to the applicant, unless any condition for approval has not been met;</p>	<p><b>MOVE TO POLICY</b></p>	
<p>c) If the Membership is denied, reasons are to be provided to the applicant.</p>	<p><b>MOVE TO POLICY</b></p>	
<p>3.02 Applications for Membership by either a Broker or Salesperson registered under the Act shall be dealt with as follows:</p> <p>The application shall be reviewed and processed by the Chief Executive Officer. If the application is complete</p>	<p><b>MOVE TO POLICY</b></p>	

Current Wording	Proposed Wording	Rationale
in all aspects and if the appropriate registration under the Act is confirmed and all the applicable conditions in section 2.01 or 3.01 are met, the application will be approved by the Chief Executive Officer.		
<p>Section 4 – Cancellation of Previous Memberships</p> <p>All memberships in the Association, which may have existed, including Affiliate Memberships and Honorary Memberships, are cancelled and cease to exist as of November 18, 2013 except that those who were Salesperson Members, Broker Members or Firm Members of the Association as of November 17, 2013 shall become Members of the Association.</p>	<b>DELETE. Transitional provision</b>	
Section 5 – Late Membership Application	<b>MOVE TO POLICY</b>	
5.01 It shall be the sole responsibility of each Firm to ensure all membership applications of Brokers and Salespeople registered with it are received at the Association Office not later than 30 days from the date	<b>MOVE TO POLICY</b>	



Current Wording	Proposed Wording	Rationale
shown as the date the applicant was registered with that Firm under the ACT.		
5.02 Where an application is not received as specified in Section 9.01, the Firm shall be subject to assessment arrears plus an automatic late application fine, the amount of which shall be as the Directors may from time to time determine and set as policy.	MOVE TO POLICY	
5.03 A Firm may appeal a late application fine to the Executive Committee provided the appeal is:	MOVE TO POLICY	
a) in writing and sets out in full the grounds for appeal; and is,	MOVE TO POLICY	
b) received by the Chief Executive Officer not more than 10 days from the date of receipt of the notice of fine sent to the Firm,	MOVE TO POLICY	
c) accompanied by the full amount of the	MOVE TO POLICY	

Current Wording	Proposed Wording	Rationale
fine.		
<p>Section 6 – Members Generally</p> <p>6.01 All Members shall be deemed to have received and to have read the By-law of the Association, the REALTOR Code and the REBBA Code, and have agreed to abide by them. Any breach of the By-law of the Association or the REALTOR Code by any Member may be dealt with by the PSC Subcommittee, Professional Standards Committee and the Discipline Committee as provided for in this Bylaw, including forwarding the matter to RECO, as provided for in this By-law.</p>	<b>DELETE.</b>	<b>Obligation to comply with bylaws and Codes is now in 3.3.1. The “deemed to have received” adds nothing to the obligation</b>
<p>6.02 Should a Member resign during an Arbitration Hearing proceeding provided for in Article 8, and as a result of that resignation, such proceeding cannot continue since that person is no longer a Member, the Arbitration Committee of the Association may keep open the file on such proceeding and such proceeding may be restarted or</p>	<b>MOVE TO ARBITRATION POLICY</b>	

Current Wording	Proposed Wording	Rationale
<p>continued, as appropriate, if and when such person again becomes a Member of the Association.</p>		
<p>Section 7 – Membership Disputes</p> <p>7.01 Any dispute between a Member and the Association which relates to:</p> <p>a) the validity of any rule or regulation established by the Association or any of its Committees, save and except any rule or regulation relating to the Association’s Multiple Listing Service®</p> <p>which is substantially similar to the model rules and regulations for Multiple Listing Services® recommended by OREA for use by this Association and all other local real estate boards in Ontario;</p>	<p><b>3.4 Dispute Resolution Mechanism</b></p> <p>If a dispute or controversy among Members, Directors, Officers, or committee members of LSTAR arising out of or related to ONCA, the Bylaws or Policies, or out of any aspect of the activities or affairs of LSTAR is not resolved in private meetings between the parties, then such dispute or controversy shall be settled by a process of dispute resolution outlined in LSTAR Policy.</p>	<p>Our understanding is that OREA is no longer offering dispute resolution under bylaws. In any case, good governance suggests that bylaws should include a dispute resolution process so that actions cannot proceed to litigation without going through this process</p>
<p>b) the validity of any section of this By-law which is not substantially similar to the equivalent section in the model Association by-law recommended by OREA for use by this Association and all other local real estate boards in</p>	<p><b>DELETE</b></p>	

Current Wording	Proposed Wording	Rationale
<p>Ontario, shall be submitted to the Chief Executive Officer of OREA in accordance with the OREA By-law before the Member or the Association may ask a Court to enforce the rule, regulation or section of this By-law and it is agreed by all Members and the Association that there will not exist any valid basis for such Court action until either or both have complied with the appropriate provisions of this By-law and OREA's Bylaw.</p>		
<p>7.02 Where a dispute described in Sub-sections 7.01(a) and 7.01(b) is submitted to OREA, such submission shall be received by the Chief Executive Officer of OREA not later than thirty (30) days following the effective date of the rule, regulation or Section of this By-law which is the subject matter of this dispute, together with a filing fee of Seven Hundred and Fifty (\$750.00) Dollars, or such other amount as may be established from time to time by the Board of Directors of OREA, in cash or by certified cheque or money order</p>	<p><b>DELETE</b></p>	

Current Wording	Proposed Wording	Rationale
payable to OREA. OREA shall not have jurisdiction to deal with the submission unless it is made within the thirty (30) days		
ARTICLE 3 - MEMBERSHIP MATTERS		
<p>Section 1 - Obligations of Partnerships and Corporations</p> <p>1.01 Where a Member of the Association that is a Firm is a partnership, every partner registered under the Act and trading in real estate within the Association's jurisdictional area shall be a Member.</p>	DELETE	Substance now in 3.3
<p>1.02 Where a Member that is a Firm is a corporation, each of its Principal Brokers and directors registered under the Act and trading in real estate within the Association's jurisdictional area shall become a Member.</p>	DELETE	Substance now in 3.3
<p>1.03 Partnerships and corporations, upon making application for admission as</p>	DELETE	Substance now in 3.3

Current Wording	Proposed Wording	Rationale
<p>Members, shall immediately notify the Association of the names and addresses of its partners, officers, directors and shareholders, as the case may be. Such partnerships and corporations shall also, upon making application as Members, immediately notify the Association of the name and address of the person(s) designated as the Principal Broker who is responsible for the Member's activities and whom the Association may contact as that Member's representative in relation to the Association.</p>		
<p>1.04 The provisions of Sections 1.02 and 1.03 shall not apply to a Member which is a Firm that is registered in the Loan Corporations Register or the Trust Corporations Register under the Loan and Trust Corporations Act.</p>	<p><b>DELETE</b></p>	<p><b>Substance now in 3.3</b></p>
<p>Section 2 – Change of Ownership or Control</p> <p>2.01 Each Member that is a Firm shall</p>	<p><b>DELETE</b></p>	<p><b>Substance now in 3.3</b></p>

Current Wording	Proposed Wording	Rationale
immediately notify the Chief Executive Officer, in writing, of:		
a) any change in ownership, if it is a sole-proprietor;	<b>DELETE</b>	<b>Substance now in 3.3</b>
b) any change in partners, or any change in the ownership interests of any of the partners, if it is a partnership;	<b>DELETE</b>	<b>Substance now in 3.3</b>
c) any change in its officers or directors, if it is a corporation;	<b>DELETE</b>	<b>Substance now in 3.3</b>
d) any change in the number of shares held by any shareholder or the addition or deletion of any shareholder, if it is a corporation; or	<b>DELETE</b>	<b>Substance now in 3.3</b>
e) any change in the Principal Broker(s).	<b>DELETE</b>	
2.02 In addition to the requirements in Section 2.01 above, every Member that is a Firm shall report in writing to the Chief Executive Officer any of		<b>What is the difference between these requirements and the ones in the other sections?</b>

Current Wording	Proposed Wording	Rationale
the following, within thirty (30) days from the date of its registration or the registration of such changes under the Act:		
a) if the Member is a corporation, the names and addresses of its officers and directors, the number of shares held by any shareholder of the Member and any change of any of the addresses;	MOVE TO POLICY	
b) if the Member is a partnership, the names and addresses of the partners, and any change of any of the addresses, and if any partner is a corporation, the information required by Sub-section (a) above;	MOVE TO POLICY	
c) upon a Member who is a Broker or Salesperson being registered or ceasing to be registered with the Member that is a Firm;	MOVE TO POLICY	



Current Wording	Proposed Wording	Rationale
d) upon a Member who is a Salesperson employed by a Member that is a Firm becoming a Broker registered with the Member that is a Firm, and vice-versa; or	MOVE TO POLICY	
e) the names and addresses of all Principal Brokers and all branch managers designated pursuant to the Act and any changes thereto.	MOVE TO POLICY	
2.03 The provisions of Sub-sections 2.01(c) and (d) and Sub-section 2.02(a) of this Article shall not apply to a Member that is a Firm which is registered in the Loan Corporations Register or the Trust Corporations Register under the Loan and Trust Corporations Act.	MOVE TO POLICY	
2.03 The provisions of Sub-sections 2.01(c) and (d) and Sub-section 2.02(a) of this Article shall not apply to a Member that is a Firm which is registered in the Loan Corporations Register or the Trust Corporations Register under the Loan and Trust	DELETE	

Current Wording	Proposed Wording	Rationale
Corporations Act.		
<p>2.04 In the event of any such change as described in Section 2.01 of this Article, the membership of the Member that is a Firm and of all Members employed by it may, by resolution of the Board of Directors, be deemed terminated, provided that should the Directors so decide, the individuals affected may re-apply for membership. In the event of such termination, reasons are to be specified.</p>	DELETE	<p><b>Situation with Individual Members is dealt with in 2.6.3 Transfer of Membership</b></p>
<p>2.05 Where an applicant is re-applying for membership because his membership was terminated under the provisions of Section 2.04 above, the Directors may, at their sole discretion, reduce the amount of the application fee to be paid as prescribed in Section 1.01 of Article 4 of this By-law.</p>		
<p>Section 3 – Furthering the Objects of the Association</p> <p>3.01 All Members shall use their best efforts in</p>	DELETE	

Current Wording	Proposed Wording	Rationale
furthering the objects of the Board and in the enforcement of the By-law of the Board.	<p><b>3.5 Membership Rights and Privileges</b></p> <p><b>3.5.1 Individual</b> Members in Good Standing are entitled to:</p> <p>(i) Receive any notices required by these Bylaws, Policies, TRESA or ONCA;</p> <p>(ii) Attend and speak at any Meeting of the Members;</p> <p>(iii) Vote on any resolution proposed at a Meeting of the Members;</p> <p>(iv) Request to inspect the minutes of meetings of the Board of Directors or Members (other than in camera sessions) or financial statements; and</p> <p>(iv) Individual Members in Good Standing are, <b>subject to this Bylaw</b>, entitled to be elected to the Board as a Director and to be an Officer on the Board.</p>	<p><b>Amended to reflect that only individual members can vote. Reviewed with BOD Feb 22, 2023</b></p>

Current Wording	Proposed Wording	Rationale
	<b>3.5.2 Firm Members are entitled to such rights and privileges as are determined by the Board of Directors from time to time, but are not eligible to vote</b>	
Section 4 – Termination of Membership  4.01 Membership in the Association is non-transferable.	<b>3.6. Termination of Membership</b>	<b>Transfer of membership is in 3.6.3</b>
4.02 Membership ceases to exist:	<del>4.02 Membership ceases to exist:</del> <b>3.6.1 Causes for Termination</b>	
a) upon the death of an individual Member;	<b>Membership may terminate if:</b> <del>a) upon the death of an</del> <b>The</b> Individual Member dies;	
b) upon the dissolution, bankruptcy or insolvency of a Member that is a Firm;	(b) upon the dissolution, bankruptcy or insolvency of a <b>Firm</b> Member; <del>that is a Firm;</del>	
b) upon the suspension or termination of the Member's	<del>c) upon the suspension or termination of a the</del> Member's registration under <b>TRESA</b> <del>the Act is</del> <b>suspended or terminated or the Member</b>	<b>Expanded to include any other disqualifying event under TRESA</b>

Current Wording	Proposed Wording	Rationale
<p>registration under the Act;</p> <p><i>warrants the termination of membership or has failed to comply with a decision of a Professional Standards body that has been approved by the Board .</i></p>	<p>otherwise loses qualification or ceases to meet the conditions of registration in accordance with TRESA;</p> <p>(d) the Member ceases to meet the conditions for Membership pursuant to the Bylaw or Policies of LSTAR;</p> <p>(e)The Individual Member ceases to be a Member of OREA or CREA;</p> <p>(f) The Member is convicted of an indictable offence or an offence involving theft, fraud, or moral turpitude <b>while a member</b>;</p> <p>(g) The Member delivers written notice of resignation to LSTAR;</p> <p>(h) A Member's dues are not paid within a period specified by the Board of Directors for their payment. The Board may then specify the date on which the Member's membership terminates.</p> <p>(i) The Member is found, after the process outlined in the Policies of LSTAR has been completed, to be have engaged in conduct that constitutes a breach of the Articles, Bylaws, or Policies of OREA, CREA or LSTAR that warrants the termination of membership <b>or has failed to comply with a decision of a Professional Standards body that has been approved by the Board</b>. The process followed shall be fair and</p>	<p><b>As per BOD review Feb 22, 2023</b> It is helpful to have this ability to terminate for criminal offences in the bylaws. RECO may, for example, not terminate a member following a criminal conviction, where LSTAR feels Association membership should be terminated.</p> <p><b>This enshrines the professional standards process without mentioning specifically where it comes from- LSTAR or ITS0. ONCA requires that any process afford "due process" to the member, so we've added that</b></p> <p><b>As per Governance Committee input</b></p>

Current Wording	Proposed Wording	Rationale
	<p>reasonable, shall be in compliance with the Professional Standards process outlined in LSTAR's <b>policies</b>, and shall afford the Member due process.</p>	<p>As per BOD review Feb 22, 2023-“Rules and Regulations deleted and replaced with “Policies”</p>
	<p><b>3.6.2 Firm Member Termination</b></p> <p>(a) In addition to the grounds in 3.6.1, the Board may elect to terminate the membership of a Firm Member in the event of a change in ownership or control of the Firm Member.</p> <p>(b) An Individual Member affected by the termination of a Firm Member for any reason may, within <b>30</b> days of such termination, apply to the Board to have the Member's registration</p>	<p>“90” days changed to “30” days as per</p>

Current Wording	Proposed Wording	Rationale
	<p>transferred to another Firm Member;</p> <p>(c) The membership of an Individual Member who does not make application under (b) above within <b>30</b> days shall be deemed to have terminated and the Individual Member must re-apply for membership. In such case, the Board in its sole discretion may waive all or a portion of the dues and fees payable for such application.</p>	<p><b>BOD review Feb 22, 2023</b></p>
	<p><b>3.6.3 Transfer of Membership</b></p> <p>(a) Subject to 3.6.2(b) and (c) above, membership, and all rights and privileges of membership, are not transferable. All rights and privileges of membership cease when a membership is terminated.</p> <p>(b) Termination of Membership, for whatever reason, shall not relieve a former Member from any monetary or other obligations to LSTAR arising before the date of termination of membership.</p>	
<p>d) upon the Chief Executive Officer receiving written notification of the Member's resignation, which shall be</p>	<p><b>DELETE</b></p>	<p><b>Addressed in 3.6.1</b></p>

Current Wording	Proposed Wording	Rationale
effective when the Chief Executive Officer receives it; or		
e) upon the occurrence of some other event in accordance with this By-law, including, but not limited to the provisions of Section 2 above; the provisions of Article 2; the provisions of Article 4; the provisions of Article 8; and the provisions of Article 9	<b>DELETE</b>	<b>Addressed in 3.6.1</b>
4.03 Where a Member resigns, or his membership is terminated, he shall immediately return to the Chief Executive Officer all membership cards or certificates or other documents relating to his membership and such Member immediately loses all rights of membership including, but not limited to voting rights. Termination, resignation or suspension of membership for whatever reason shall not relieve a Member from any of his/its monetary or other obligations arising before the effective date of termination, suspension or resignation of membership.	<b>DELETE</b>	<b>Addressed in 3.6.3</b>
4.04 Any Member resigning on or after the first	<b>MOVE TO POLICY</b>	



Current Wording	Proposed Wording	Rationale
day of January shall be responsible for the annual fee for that calendar year or such portion of it as the Directors may determine.		
4.05 Where membership of any Member that is a Firm has been terminated under any of the provisions of Section 4.02 of this Article any individual Member may apply to the Directors who may, at their sole discretion, waive the provision of Section 4.01 above and permit the affected individual Member to transfer membership to another Member that is a Firm, and who may, at their sole discretion, waive all or a portion of the fees or dues payable to reapply for membership	<b>DELETE</b>	<b>Addressed in 3.6.3</b>
ARTICLE 4 – DUES & FEES	<b>ARTICLE 4—MEMBERSHIP DUES, FEES AND ASSESSMENTS</b> <del>DUES AND FEES</del>	
<p>Section 1 – Entrance Fee</p> <p>1.01 Each Member shall pay the applicable entrance fee as may be determined from time to time by a resolution of the floor.</p>	<p><b>4.1 Establishing Dues, Fees, and Assessments</b></p> <p>All membership dues, fees and assessments shall be established by the Board from time to time and shall be payable in such amounts, at such times, and subject to such conditions as the</p>	<p><b>Clarifies right of Board to establish all dues, fees and assessments</b></p> <p><b>Current Article 4-section 1 refers to “resolution of the floor”, which we take to mean that members approve dues. Good governance suggests that dues</b></p>

Current Wording	Proposed Wording	Rationale
	Board shall decide, in accordance with LSTAR Policy.	should be established by the Board, not by the members
1.02 A previous Member re-applying for membership shall not be required to again pay the entrance fee, provided the re-application for membership is received not more than 60 days from the date the previous membership ceased.	MOVE TO POLICY	All process should be in policy
1.03 A previous Associate Broker or Salesperson Member re-applying for membership shall not be required to again pay the entrance fee, provided the re-application for membership is received not more than 60 days from the date the previous membership ceased. (Effective September 14/95)	MOVE TO POLICY	All process should be in policy
1.04 All new Brokerages, including new sub-brokerages, be charged a one-time Initiation Fee of \$1,000	MOVE TO POLICY	Amount of fees or dues should only reside in policy
Section 2 – Annual Membership Fees  2.01 Membership fees for membership shall be as determined by a resolution of the Directors from time to time, and shall be for the	DELETE	Now in 4.1

Current Wording	Proposed Wording	Rationale
calendar year.		
2.02 Members shall be notified a minimum of 30 days in advance of any increase to membership fees and given explanation of the reasons for same and an opportunity to provide their input and suggestions.	MOVE TO POLICY	
2.03 A Member who holds membership for any part of a year, shall pay the full Annual Membership Fee, subject to the provisions of subsections 2.04, 2.05, and/or 2.06.	MOVE TO POLICY	
2.04 Provided written notice is received by the Chief Executive Officer not later than January 10th that a Member registered with a Firm has resigned or been terminated, the Annual Membership fee and current month's assessment for such Member shall be waived.	MOVE TO POLICY	All process should be in policy
2.05 Members whose applications are dated or received subsequent to September 30th but prior to December 1 <sup>st</sup> shall pay only 25 percent of the Annual Membership Fee.	MOVE TO POLICY	All process should be in policy
2.06 Members whose applications are dated	MOVE TO POLICY	All process should be in policy

Current Wording	Proposed Wording	Rationale
or received subsequent to November 30th but prior to December 31st, shall pay only the amount equivalent to the Membership Fees due to CREA and OREA.		
<p>Section 3 – Monthly Service Fee</p> <p>3.01 The monthly Service Fee for all membership shall be as determined from time to time by a resolution of the Board of Directors.</p>	<b>DELETE</b>	<b>Now in 4.1</b>
<p>3.02 Members shall be notified a minimum of 30 days in advance of any increase to Monthly Service Fees and given an explanation of the reasons for same and an opportunity to provide their input and suggestions.</p>	<b>MOVE TO POLICY</b>	
<p>3.03 Monthly Service Fees shall be invoiced monthly in advance and where applicable pro-rated, based on the date a membership becomes approved or a transfer is affected.</p>	<b>MOVE TO POLICY</b>	<b>All process should be in policy</b>
<p>Section 4 – Payment and Collection of Fees and Association Accounts</p> <p>4.01 Each Member shall be billed directly and</p>	<b>MOVE TO POLICY</b>	<b>All process should be in policy</b>

Current Wording	Proposed Wording	Rationale
<p>shall be responsible to pay to the Association all dues, fees or other monies payable by that Member. Except as otherwise stated in this Article, all amounts payable by Members are due on the date set out in the invoice.</p>		
<p>4.02 All Members of the Association who are Firms or, become Officers or Directors of a Firm which is a corporation, agree that they shall be individually and personally liable for any amounts incurred by the Firm while the Member was an Officer or Director of the Firm.</p>	<p><b>MOVE TO POLICY</b></p>	
<p>4.03 In addition to the payment of fees and dues above noted, all Members, shall pay to the Association and the Association shall remit to OREA and CREA respectively, the annual OREA and CREA dues in the amounts as prescribed by OREA and CREA from time to time. Such dues shall be for the calendar year January 1 to December 31st and shall be payable by the due date as set out in the invoice and are non-refundable.</p>	<p><b>4.2 OREA and CREA Dues</b></p> <p>In addition to the payment of the fees and dues, <del>fees and assessments</del> noted above, <del>all Members who are required to do so</del>, shall pay to <del>LSTAR the Association and LSTAR the Association</del> shall remit to OREA and CREA respectively, the annual OREA and CREA dues <b>as well as any fees or assessments of OREA or CREA</b> in the amounts as prescribed by OREA and CREA from time to time. <del>Such dues shall be for the calendar year January 1 to December 31st and shall be payable by the due date as set out in the invoice and are non-refundable.</del></p>	<p><b>All LSTAR members may not submit OREA and CREA dues to LSTAR if LSTAR is not their home board</b></p> <p><b>Types of charges expanded to assessments and fees.</b></p>

Current Wording	Proposed Wording	Rationale
<p>Section 5 – Non-Payment of Fees and Association Accounts</p> <p>5:01 If a Member owes money to the Association for any reason whatsoever, and does not pay the amount when due (for the purposes of this Article, such Member hereinafter called the "Defaulting Member"), the Chief Executive Officer may send that Defaulting Member an electronic communication (i.e. e-mail, text message, etc.), requiring that the money be paid to the Association by the date stipulated in the letter, and advising that if it is not paid by such date the Defaulting Member shall lose all membership privileges and his membership in the Association shall be terminated.</p>	<p><b>MOVE TO POLICY</b></p>	
<p>5.02 (a) If the required action is not taken or payment made by the date provided for in Section 5.01 above, the Chief Executive Officer shall suspend all Membership services (including MLS Access) and shall send, by registered mail or personal delivery (or by courier), a second letter to the Defaulting Member setting out therein that the Defaulting Member's membership shall be terminated unless, within ten (10) days of receipt of such</p>	<p><b>MOVE TO POLICY</b></p>	

Current Wording	Proposed Wording	Rationale
<p>second letter, the Defaulting Member delivers to the Discipline Committee, care of the Chief Executive Officer, a notice disputing the amount claimed to be owing by the Defaulting Member to the Association together with a cheque or cash representing the amount claimed to be owing to the Association. If no such notice of dispute plus amount owing is delivered, the termination of the Defaulting Member's membership shall come into effect upon expiry of such tenth day. Upon such termination, the Broker of Record is to provide to the Association a copy of termination to RECO and the Association shall advise CREA of such termination.</p>		
<p>(b) If the Defaulting Member is a Firm, and if the amount owed is not paid within two (2) days of receipt by the Defaulting Member of the letter described in Sub-section 5.02 (a) above, the Chief Executive Officer may, if so directed by the President, send a copy of such letter to all Members shown in the records of the Association to be employed by (the "Affected Members") the Defaulting Member. The provisions of this Sub-section (b) and the sending of copies of the such second letter to those Affected Members is for information</p>	<p><b>MOVE TO POLICY</b></p>	

Current Wording	Proposed Wording	Rationale
<p>purposes only and does not in any way change the provisions or the effect of any other section of this Article 4, including, but not limited to Sections 6.01 and 6.02.</p>		
<p>(c) When a member's services have been suspended/ terminated in accordance with Sub-Section 5.01 or 5.02 of this article, reinstatement of the member's services may be granted upon the payment of all accounts, plus interest and a penalty levied in the amount of \$50.00. An applicable credit limit will be placed on such member's account for one year after reinstatement of services. The amount to be determined by the Chief Executive Officer.</p>	<p><b>MOVE TO POLICY</b></p>	
<p>5.03 Where a Member delivers a notice of dispute and the amount owing, as provided for in Sub-section 5.02(a),the dispute shall be heard by a Discipline Hearing Panel made up of members of the Discipline Committee, following the procedures set out in Article 9 of this By-law, save and except that the right to Appeal (as defined in Article 9) shall not apply to such a dispute.</p>	<p><b>MOVE TO POLICY</b></p>	



Current Wording	Proposed Wording	Rationale
<p>5.04 The Discipline Hearing Panel shall not have authority to deal with a dispute by a Defaulting Member as provided for in this Section 5, unless the Defaulting Member has first complied with the payment requirements as set out in the second letter described in Section 5.02, provided that if the Defaulting Member is successful in his dispute any amount paid to the Association which was found not to be owing, shall be returned to him.</p>	<p><b>MOVE TO POLICY</b></p>	
<p>5.05 In such a dispute, the onus shall be on the Defaulting Member to prove that such amount was not owing to the Association.</p>	<p><b>MOVE TO POLICY</b></p>	
<p>5.06 The Discipline Hearing Panel shall have the right to dismiss the dispute or find in favour of the Defaulting Member and apply such penalties as are prescribed in Article 9.</p>	<p><b>MOVE TO POLICY</b></p>	
<p>a) If a Defaulting Member is suspended or terminated for failure to pay to the Association any amount owing, or if any Member is terminated, suspended, or resigns from the Association, any amount owing by such Member or Defaulting Member shall remain a debt owing to the Association until paid,</p>	<p><b>MOVE TO POLICY</b></p>	

Current Wording	Proposed Wording	Rationale
<p>notwithstanding the suspension or termination of services or membership. Upon reapplication to this Association to become a Member or upon applying to this Association, as a member of another real estate Association, in order to access or obtain any of the Association's services (including MLS data and MLS services) pursuant to any service sharing/data sharing/inter Association agreement that this Association has with any other real estate Association, the applicant shall repay such debt as a condition precedent to such application for membership being approved by the Directors, or as a condition precedent to accessing or obtaining any of the Association's services (including MLS data and MLS services) pursuant to any service sharing/data sharing/inter Association agreement that this Association has with any other real estate Association.</p>		
<p>b) If a Member which is a Firm is terminated or suspended, whether for failure to pay to the Association any amount owing or for any other reason, or if such Member resigns from the Association, any amount owing to the Association shall remain a debt owing to the Association until paid, notwithstanding the suspension or termination of services or</p>	<p><b>MOVE TO POLICY</b></p>	

Current Wording	Proposed Wording	Rationale
<p>membership. Upon reapplication by the Firm whose membership was terminated, or by any sole proprietor, partner, Principal Broker, officer or director of such Firm to become a Member, or upon the Firm whose membership was terminated or any sole proprietor, partner, Principal Broker, officer or director of such Firm applying to this Association, as a member of another real estate board, in order to access or obtain any of the Association's services (including MLS® data and MLS® services) pursuant to any service sharing/data sharing/interboard agreement that this Association has with any other real estate board the applicant shall repay such debt as a condition precedent to such application for membership being approved by the Directors or as a condition precedent to accessing or obtaining any of Association's services (including MLS® data and MLS® services) pursuant to any service sharing/data sharing/interboard agreement that this Association has with any other real estate board.</p>		
<p>Section 6 – Payment and Collection of Fees</p> <p>6.01 All members who are or who become Brokers(s) of Record, officers or directors of a</p>	<p><b>MOVE TO POLICY</b></p>	

Current Wording	Proposed Wording	Rationale
Firm, agree that they shall be personally responsible to LSTAR for any amounts owing by the Firm, which amounts were incurred from the time they occupied such position.		
6.02 All members who are or who become a partner of a Firm which is a partnership agree that they shall be personally responsible to LSTAR for any amounts owing by the Firm, which amounts were incurred from the time they occupied such position.	<b>MOVE TO POLICY</b>	<b>Process matter</b>
6.03 Where a Member fails to pay such amounts as determined in Sections 6.01 and 6.02, such failure may be dealt with in accordance with Section 5 of this Article	<b>MOVE TO POLICY</b>	
<b>ARTICLE 5 – MEETINGS &amp; VOTING</b>	<b>ARTICLE 5 – MEETINGS OF THE MEMBERS &amp; VOTING</b>	<b>“Voting Rights” is just one aspect of the larger topic of Member Meetings. Current Article 5, sections 3-6 contain the meeting provisions. Most belong in policy. Very few of the meeting requirements in the proposed wording exist in the current bylaw</b>
	<b>5.1 Annual Meeting</b>	<b>Reflects requirements of ONCA.</b>

Current Wording	Proposed Wording	Rationale
	The Annual Meeting shall be held each calendar year, not more than 15 months after the previous Annual Meeting, at such time and place as may be determined by the Board of Directors	
	<b>5.2 Special Meeting</b> A Special Meeting may be called: <ul style="list-style-type: none"> <li>(a) By the Board, on its own initiative; or</li> <li>(b) Upon the written request of not less than 10% of the Members in Good Standing.</li> </ul>	<b>ONCA says Special Meeting can be called by BOD. No other right seems to be set out. However, members should always be allowed to requisition a Special Meeting. Subsection (b) reflects requirement in current Article 5, Section 9</b>
	<b>5.3 Notice of Meetings</b> (a) Notice of the time and place of any Meeting of the Members shall be given not less than ten (10) days and not more than fifty (50) days before the date of the meeting.  (b) The notice shall be in written or electronic format, and shall be communicated by regular mail, courier, facsimile, personal delivery, e-mail, or other electronic means to each Individual Member in Good Standing at their last known address as shown in the records of LSTAR. The notice shall also be sent to the Directors and the auditor.	<b>ONCA requires a minimum of 10 days, which is consistent with the current bylaw wording, and allows a maximum of 50 days.</b>  <b>The 10-day period gives LSTAR flexibility in timing, but LSTAR should include in policy a determination to give as much notice as possible regardless of the wording of the bylaws.</b>  <b>To allow all forms of notice</b>

Current Wording	Proposed Wording	Rationale
	<p>(c) The inadvertent omission to notify any Members or other persons, or the non-receipt of such notice by any Member or other person, shall not invalidate the proceedings at any such meeting.</p> <p>(d) Anyone entitled to a Notice of Meeting of the Members may waive notice, and attendance of the Member at the meeting is a waiver of notice of the meeting.</p>	<p><b>Simplified version of current Article 5, Section 4.04</b></p> <p><b>Simplified version of current Article 5, Section 4.03</b></p>
	<p><b>5.4 Persons Entitled to Attend</b></p> <p>The only persons entitled to be present at a Meeting of the Members shall be Members in Good Standing and Directors and Officers of LSTAR, the auditor, <b>LSTAR's legal counsel</b>, the Executive Officer, and other LSTAR staff as is necessary. Any other person may be admitted only on the invitation of the Chair of the meeting or <b>by Ordinary Resolution of the Individual Members in Good Standing at the meeting.</b></p>	<p><b>This closely follows current Article 5, Section 1.03. Bylaws should set out who can and cannot attend these meetings</b></p> <p><b>As per BOD review Feb 22, 2023</b></p>
	<p><b>5.5 Electronic Participation by Members</b></p> <p>If LSTAR chooses to make available a telephonic, electronic, or other communication</p>	<p><b>Allows LSTAR members to participate electronically in the meeting</b></p>

Current Wording	Proposed Wording	Rationale
	<p>facility that permits all participants to communicate adequately with each other during a Meeting of Members, any person entitled to attend such meeting may, subject to ONCA, participate in the meeting by means of such telephonic, electronic, or other communication facility. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this Bylaw, any person participating in a Meeting of Members pursuant to this section who is entitled to vote at that meeting may vote, in accordance with ONCA, by means of any telephonic, electronic, or other communication facility that LSTAR has made available for that purpose.</p>	
	<p><b>5.6 Electronic Meetings</b>  If the Board calls a Meeting of Members, the Board may determine that the meeting shall, subject to ONCA, be held, by means of a telephonic, electronic, or other communication facility, including but not limited to video conference and Internet-based real time conference facilities that permits all participants to communicate adequately with each other</p>	<p><b>Allows LSTAR to set up a system that permits electronic attendance by members. It is only used if LSTAR chooses to do so.</b></p>

Current Wording	Proposed Wording	Rationale
	during the meeting.	
	<p><b>5.7 Quorum</b></p> <p>(a) A quorum for the transaction of any business at any Meeting of the Members shall be at least Five (5) percent of <b>Individual</b> Members in Good Standing present in person, electronically (if allowed), or by proxy.</p> <p>(b) If a quorum is present at the opening of a Meeting of the Members, the Individual Members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.</p>	<p><b>Mirrors current wording which sets quorum at 5% of members in Article 5, Section 12.</b></p> <p><b>(b) Reflects the provisions of ONCA. This is different consistent with the current provisions in Article 5, Section 12</b></p>
	<p><b>5.8 Votes to Govern</b></p> <p>a) Every resolution shall, unless otherwise required by ONCA or this Bylaw, be an Ordinary Resolution, which shall be passed by a majority of the votes cast on the resolution by Members in Good Standing.</p> <p>b) Any matter requiring a Special Resolution, pursuant to ONCA, shall be passed by a vote of not less than 2/3 of the votes cast.</p> <p>c) At the discretion of the Chair, any question at a Meeting of Members shall be decided</p>	<p><b>States in simple terms the voting rights of members at meetings</b></p>



Current Wording	Proposed Wording	Rationale
	<p>by a show of hands, electronic vote, or secret ballot.</p> <p>d) Every Member in Good Standing who is present, in person, by proxy or electronically, shall have one vote.</p>	
	<p><b>5.9 Proxies</b></p> <p>Subject to ONCA, a Member in Good Standing may, by written proxy, appoint a proxyholder to attend and act at a specific Meeting of the Members, in the manner and to the extent authorized by the proxy, subject to the following:</p> <p>(a) the proxyholder must be a Member in Good Standing at the meeting;</p> <p>(b) a Member may hold no more than one proxy;</p> <p>(c) the proxy must be executed by the Member on the form provided by LSTAR and delivered in the manner established in LSTAR Policy;</p> <p>(d) a Member may revoke a proxy prior to the meeting in the manner established in LSTAR policy.</p>	<p>The bylaws should only contain the power to allow proxies. All of the detail about proxies belong in policy, not bylaws. All of Article 5, Section 2, dealing with proxies should be moved to policy.</p> <p>Current bylaws limit number of proxies a member can hold to one. This mirrors that requirement.</p>
	<b>5.10 Auditor</b>	Similar to current Article 5, Section

Current Wording	Proposed Wording	Rationale
	<p>The Members in Good Standing shall, at the Annual Meeting, appoint an auditor who will hold office until the next Annual Meeting, and if no such appointment is made, the auditor in office shall continue in office until a successor is appointed.</p>	<p><b>3.02</b></p>
	<p><b>5.11 Chair</b></p> <p>(a) At all Meetings of Members, the Chair shall be the Chair of the meeting or in the Chair's absence, the Chair-Elect shall be the Chair.</p> <p>(b) If the Chair and the Chair Elect are absent, the Members in Good Standing present at the meeting either in person or by proxy may choose any other Director to act as Chair.</p> <p>(c) Where no Director is present or if all Directors present decline to act as Chair of the meeting, the Members in Good Standing present at the meeting either in person, electronically (if permitted) or by proxy may choose any Member in Good Standing present at the meeting to act as the Chair.</p>	<p><b>This section mirrors current Article 5, Section 11. However, this wording is not really necessary. It is recommended the Board develop Standing Rules for Member Meetings that contain much of the detail now enshrined in the bylaw</b></p>

Current Wording	Proposed Wording	Rationale
<p>Section 1 – Voting Rights</p> <p>1.01 a) Each Member of the London and St. Thomas Association of REALTORS® shall be entitled to notice of all meetings of Members and to attend and one vote at same, either in person or by proxy, or where applicable, electronically.</p>	DELETE	Now in Article 5 and updated. Specific “member” obligations at AGM not necessary
b) Responsibilities and duties of the Members shall include:	DELETE	
i) to act as the Annual, General and Special Meetings of the Board, meeting not less than annually;	DELETE	
ii) to elect, in accordance with the provisions of this By-law, the Board of Directors;	DELETE	
iii) to approve By-laws and to confirm Rules and Regulations as further described in this Bylaw;	DELETE	
iv) to appoint auditors;	DELETE	

Current Wording	Proposed Wording	Rationale
v) such other matters as are within the ambit of the Members pursuant to the Corporations Act.	DELETE	
1.02 a) Members shall be entitled to notice of all meetings of Members, addressed to them individually (although such notice may be sent care of the Member that is a Firm and the Member's employer) and to attend and vote at same. Each Member is entitled to one vote if present at the meeting either in person or by proxy.	DELETE	Now in Article 5
b) Where a Member is not able to attend and vote at a meeting of Members, the Member may vote by proxy. Such proxy must be appointed by the Member, and need not be a Member.	DELETE	Now in Article 5
1.03 a) Except as provided for in this Section 1, no other person except as provided for in the Corporations Act shall be entitled to receive no notice of or vote at, either in person or by proxy, a meeting of Members. Only Members shall be entitled to notice of and to vote at any meeting of Members. Where, in	DELETE	

Current Wording	Proposed Wording	Rationale
this By-law or by the Corporations Act, any matter is required to be approved by members, this shall mean the Members.		
b) The Board of Directors, the Chief Executive Officer or his designate, plus other Association staff as is necessary, the auditor and his representative(s), shall also be entitled to attend any meeting of Members.	<b>DELETE</b>	<b>Now in Article 5</b>
<p>Section 2 – Voting and Proxies</p> <p>2.01 At every meeting, each Member present either in person or by proxy shall have one vote on a show of hands or on a vote using coloured cards. If a poll is taken, each such Member present either in person or by proxy shall have one vote. Such votes shall be exercised either by the Members or by the proxies on behalf of the Members.</p>	<b>DELETE</b>	<b>Now in Article 5 and updated</b>
2.02 A proxy shall be in writing, and it must be signed by the Member or someone authorized by him, under power of attorney, to sign the proxy on behalf of the Member and deposited with the Chief Executive Officer not less than 48 hours prior to the date and time of the	<b>MOVE TO POLICY</b>	

Current Wording	Proposed Wording	Rationale
function at which the proxy may be exercised		
2.03 Subject to Article 5. Section 8.04, a Member may, exclusively with respect to an election meeting (and not for any other meeting), vote by Electronic Ballot, provided that the Electronic Ballot is completed in the manner set out as follows:	MOVE TO POLICY	
a) they shall be required to be submitted with or by means of one or more personal identifier codes or numbers that are unique to that Member, which shall be deemed by LSTAR to be the signature of the Member;	MOVE TO POLICY	
b) they shall designate as the holder of the ballot proxy no person other than the Chair of the Committee of Tellers for that election meeting;	MOVE TO POLICY	
c) they shall expire upon the termination of the election meeting for which it is completed;	MOVE TO POLICY	
d) they must be completed in a manner that no matter on which the Member is entitled to	MOVE TO POLICY	

Current Wording	Proposed Wording	Rationale
vote can be left uncompleted or such Electronic Ballot will be deemed spoiled and will not be accepted, voted or counted; and		
e) they are final and cannot be revoked in any manner	MOVE TO POLICY	
2.04 An instrument appointing a proxy shall be in the following form:	MOVE TO POLICY	
2.05 Unless revoked earlier, a proxy shall expire one year from the date it was granted. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing signed in the same manner as a proxy and deposited either with the Chief Executive Officer at the Association offices at any time up to and including the last day (excluding Saturdays, Sundays and holidays) preceding the date of the meeting, or any adjournment thereof, at which the proxy is to be used, or with the chair of such meeting on the day of the meeting, or any adjournment thereof, before such meeting (or adjourned meeting) is called to order.	MOVE TO POLICY	
2.06 The Directors may specify in the notice calling a meeting of Members, a time, not	MOVE TO POLICY	

Current Wording	Proposed Wording	Rationale
<p>exceeding 48 hours (excluding Saturdays, Sundays and holidays) preceding the meeting, or any adjournment thereof, before which time proxies to be used at that meeting must be deposited with the Chief Executive Officer at the offices of the Association, and any period of time so fixed shall be specified in the notice calling the meeting. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Chief Executive Officer at the offices of the Association or, where no such time is specified in such notice, it has been received by the Chief Executive Officer at the offices of the Association, or by the chair of such meeting, or any adjournment thereof, before the meeting (or adjourned meeting) is called to order.</p>		
<p>2.07 All notices of meetings of Members shall include reference to the provisions of Section 2.05 of this Article and shall include a blank proxy form.</p>	<b>MOVE TO POLICY</b>	
<p>2.08 The number of proxies an individual may hold is limited to one.</p>	<b>DELETE</b>	<b>Now in Article 5</b>
<p>Section 3 – Annual General Meeting 3.01 Subject to complying with the requirements of the Corporations Act, the annual meeting, as described in the Corporations Act shall be held</p>	<b>DELETE</b>	<b>Generally, the provisions of Sections 3, 4 and 5 are now in Article 5</b>



Current Wording	Proposed Wording	Rationale
at such time and at such place within the Province of Ontario as the Directors by resolution may determine.		
3.02 At the annual meeting, the Directors shall present to the Members a report dealing with the affairs of the Board for the previous year, a financial and other statements of the Board as required by the Corporations Act, the auditor's report, and such other information as the Board of Directors may determine.	<b>DELETE</b>	<b>Not necessary</b>
The Members shall, at the annual meeting, appoint an auditor who will hold office until the next annual meeting, and if no such appointment is made, the auditor in office shall continue in office until his successor is appointed	<b>DELETE</b>	<b>Now in Section 5.12</b>
<p>Section 4 – Notice requirements</p> <p>4.01 Unless otherwise provided for in this By-law, a notice, in writing, setting out the time, place and date of any meeting, and which must include an indication of the general nature of the business to be dealt with at the meeting, shall be sent to each Member (which notice may be sent care of the Member that is a Firm and the Member's employer) at least ten (10) clear days</p>	<b>DELETE</b>	<b>Now in Article 5</b>

Current Wording	Proposed Wording	Rationale
(the ten (10) days do not include the date of mailing or the date of the meeting) prior to the date of the meeting as set out in the notice. The notice shall be sent to the last known address of the Member or the Member that is his employer as it is recorded in the records of the Association.		
4.02 With respect to any meeting of the Members, a notice shall be sent to the auditor at least ten (10) clear days prior to the day of the meeting (the ten (10) days do not include the date of mailing or the date of the meeting).	<b>DELETE</b>	
4.03 A meeting of Members may be held without notice being given, if all Members who are entitled to receive notice of the meeting have waived the notice requirement in writing.	<b>DELETE</b>	
4.04 The accidental omission to give notice of any meeting or the non-receipt of any notice by a Member(s) or by the auditor of the Board shall not invalidate any resolution passed or any proceedings taken at any meeting of Members	<b>DELETE</b>	
Section 5 – General Provisions relating to	<b>DELETE</b>	<b>All of this Section 5 is generally</b>

Current Wording	Proposed Wording	Rationale
Meetings of Members  5.01 The Chair, or in his absence the Chair-Elect, shall act as Chair of all Member Meetings. - October 19th, 2001		addressed in proposed Article 5
5.02 In the absence of the Chair, the Chair-Elect, or the Members at the meeting may choose any Director to act as Chair. - October 19th, 2001	DELETE	
5.03 If all Directors present decline to act as Chair, the Members may choose a Firm Member to act as Chair.	DELETE	
Section 6 – Voting Procedures at Meetings  6.01 Only those Members present either in person or by proxy shall be allowed to cast a ballot or vote by a show of hands (or by holding up different coloured cards to show approval or disapproval) at a meeting of the Members.	DELETE	The right to vote and the fact that each Member in Good Standing has one vote is enshrined in the bylaws. All of this process belongs in policy
6.02 Except as provided in Section 2 of Article 10; Section 7.01 below for the election of the Directors at meetings of Members held for such purpose; elsewhere in this By-law; and if	MOVE TO POLICY	

Current Wording	Proposed Wording	Rationale
required pursuant to the Corporations Act, all matters proposed for consideration and approval of the Members shall be decided by a majority of the votes cast by the Members present either in person or by proxy.		
6.03 The Chair of the meeting shall be allowed to vote where there is a tie-vote and his vote is needed to break that tie, and such vote shall be in addition to the vote he may have as a Member at the meeting.	<b>DELETE</b>	<b>It is suggested that the Chair not be given the ability to break a tie. Good governance suggests that the Chair only vote once</b>
6.04 If at any meeting a ballot vote is demanded on the issue of electing a Chair of the meeting or on the issue of adjourning the meeting, that vote must be taken immediately.	<b>MOVE TO POLICY</b>	
6.05 If at any meeting a ballot vote is demanded on any other issue, including the election of Directors, the ballot vote shall be held in the manner and at a time during the meeting as the Chair shall direct, and the results of the ballot vote shall be deemed to be the decision of the meeting.	<b>MOVE TO POLICY</b>	
6.06 A demand for a ballot vote may be withdrawn by the person who made the	<b>MOVE TO POLICY</b>	

Current Wording	Proposed Wording	Rationale
demand.		
6.07 Where after a show of hands or a holding up of differently coloured cards, a ballot vote is demanded, the Chair may refuse to conduct same if, in his opinion, it appears that such a procedure would not serve any useful purpose in reaching a clear decision on the resolution being voted on	<b>MOVE TO POLICY</b>	
Section 7 – Election of Directors Meeting – revised effective September 2, 1999 and revised again re governance changes on September 23, 2004	<b>DELETE</b>	
7.01 Each year an Election Meeting shall be held at a time and place determined by a resolution of the Directors, for the purpose of electing a sufficient number of Directors to replace those whose terms are expiring.	<b>DELETE</b>	<b>A variation of this requirement is in Article 7- Board of Directors</b>
7.02 80 days prior to the date set for the Election Meeting, nominations for those positions which will be coming vacant shall be sought from all those Members allowed to stand for office as per Article 6, Section 1 and these nominations must be:	<b>MOVE TO POLICY</b>	<b>Process</b>

Current Wording	Proposed Wording	Rationale
i) in writing and accompanied by the written consent of the nominee;	<b>MOVE TO POLICY</b>	<b>Process</b>
ii) endorsed by two Members who are not registered with the Firm of the nominee;	<b>MOVE TO POLICY</b>	<b>Process</b>
iii) filed with the Chief Executive Officer within 35 days from commencement of nominations	<b>MOVE TO POLICY</b>	<b>Process</b>
In the event that sufficient names are not put forward to fill the slate 36 days from the commencement of nominations, the Nomination Committee shall be activated. The Terms of Reference for the Nomination Committee is outlined in General Policies.	<b>MOVE TO POLICY</b>	<b>Process</b>
7.03 In the event that the Past-Chair or Chair wish to run for office and are disqualified from serving on the Nomination Committee, their replacements will be appointed by the Board of Directors.	<b>MOVE TO POLICY</b>	<b>Process</b>
7.04 The Nomination Committee shall:  a) present a slate of nominees which addresses any vacancies not later than 36	<b>MOVE TO POLICY</b>	

Current Wording	Proposed Wording	Rationale
days from commencement of nominations;		
b) ensure one candidate is nominated for each vacant position;	MOVE TO POLICY	
c) ensure all nominees qualify in accordance with the Bylaw;	MOVE TO POLICY	
d) obtain the written consent of all nominees agreeing to stand for election;	MOVE TO POLICY	
e) send an alphabetical list of nominees to all Members allowed to attend Member Meetings following the close of nominations.	MOVE TO POLICY	
7.05 No member of the Nomination Committee may stand for election.	MOVE TO POLICY	
Section 8 – Election Meeting Procedures – governance changes effective September 23, 2004 AND April 27, 2005	MOVE TO POLICY	
8.01 Notwithstanding anything contained in this Bylaw to the contrary, the Chair of the	MOVE TO POLICY	

Current Wording	Proposed Wording	Rationale
Election Meeting shall be the most immediate and available Past-Chair who is a Member of the Association.		
8.02 a) The Chair of the Election Meeting shall appoint a Committee of Tellers consisting of not less than three Members in good standing, one of whom shall be designated as the Chair of the Committee of Tellers. No Member of the Committee of Tellers may be running for Office or be employed by the same office as any Candidate.	MOVE TO POLICY	
b) The security of the unopened ballot boxes shall be the responsibility of the Chief Executive Officer. The unopened ballot boxes shall be placed in the custody of the sequestered Committee of Tellers on the day of the Election Meeting, at such time as is deemed necessary in order to start conducting the count, and these results shall be included with the ballots cast at the Election Meeting.	MOVE TO POLICY	
c) Ballots and proxies used in the election of Directors shall be retained in the custody of	MOVE TO POLICY	



Current Wording	Proposed Wording	Rationale
<p>the Chief Executive Officer for thirty (30) days following the Election Meeting, and thereafter shall be destroyed, unless there is an unresolved controversy respecting the conduct of the said election, raised by a written notice received by the Association from a Member. – a), b) &amp; c) governance changes effective September 23, 2004 AND b) c) changes AND further changes effective April 27, 2005</p>		
<p>8.03 Election shall be determined by a plurality system vote. Note ♦ “Plurality system” means the Candidate receiving the highest number of votes is declared elected even though he may have received fewer than fifty percent of the votes cast. – Effective March 9th, 2004</p>	<p>MOVE TO POLICY</p>	
<p>8.04 a) Voting may be available to all licensed Members in good standing the following ways but shall not be limited to:</p> <p>i) A Member shall be entitled to vote electronically;</p>		

Current Wording	Proposed Wording	Rationale
<p>ii) In person at the Election meeting; or</p> <p>iii) by proxy at the election meeting.</p>		
<p>b) The eligibility of each member will be verified upon arrival at the Association Office or Election meeting. – governance changes effective September 23, 2004 AND further changes effective April 27, 2005</p>	MOVE TO POLICY AND UPDATE	
<p>c) Whether voting in person, or by proxy, each Member shall mark the ballot according to the instructions given thereon and the failure of the Member not to follow the instructions on the ballot will result in the ballot being spoiled. – governance changes effective September 23, 2004 AND further changes effective April 27, 2005</p>	MOVE TO POLICY AND UPDATE	
<p>d) Voting shall be done by secret ballot. – governance changes effective September 23, 2004 AND further changes effective April 27, 2005</p>	MOVE TO POLICY AND UPDATE	
<p>8.05 Where a majority of votes cast would result in more than three people registered with the same Firm being elected, the person</p>	MOVE TO POLICY	

Current Wording	Proposed Wording	Rationale
<p>receiving the largest majority shall stand elected, and all others registered with that Firm shall be declared ineligible. – governance changes effective September 23, 2004</p> <p>In the event of a tied vote for any office, and after one additional round of balloting has been conducted in an attempt to break the tie, the Chair shall be empowered to break the tie.</p>		
<p>8.06 The Chair of the meeting shall announce the election results but shall not announce the individual tally of votes. – reconfirmed with governance changes on September 23, 2004</p>	<p><b>MOVE TO POLICY AND UPDATE</b></p>	
<p>8.07 Upon election, the Directors shall immediately be formally installed and assume office for the periods outlined in Article 6, Section 1, commencing on January 1st of the following year or until their successors are elected or appointed. – governance changes effective September 23, 2004</p>	<p><b>MOVE TO POLICY AND UPDATE</b></p>	
<p>Section 9 - Member Meetings</p> <p>9.01 Member Meetings may be called by the</p>	<p><b>DELETE</b></p>	<p><b>Now in Article 5</b></p>

Current Wording	Proposed Wording	Rationale
Chair or, by at least 5 Directors or, by the Chief Executive Officer on the written request of not less than 10% of the voting Members. – governance changes effective September 23, 2004		
<p>Section 10 – Meeting Notice Requirements</p> <p>10.01 Member Meetings shall be deemed duly called, if written notice stating the date, time, and place of the meeting and general nature of the business to be conducted, is electronically sent by one or more of the electronic means that exist now or in the future, such as, but not limited to: - governance changes effective September 23, 2004.</p> <p>a) E-Mail</p> <p>b) E-Bulletin</p> <p>c) MLS® System</p> <p>d) Association’s Intranet</p> <p>e) Brokers Biz Buzz 1</p>	<b>DELETE</b>	<b>Now in Article 5</b>
10.02 In the event that a Member fails to receive notice of a meeting for any reason	<b>DELETE</b>	<b>Now in Article 5</b>

Current Wording	Proposed Wording	Rationale
including accidental omission or failure of the electronic delivery mechanism or any other failure, the meeting in question, its proceedings and any other resolutions passed at the meeting shall nevertheless be deemed to be valid. - governance changes effective September 23, 2004.		
<p>Section 11 – Chair</p> <p>11.01 The Chair, or in his absence the Chair-Elect, shall act as Chair of all Member Meetings. - October 19th, 2001</p> <p>11.02 In the absence of the Chair, the Chair-Elect, or the Members at the meeting may choose any Director to act as Chair. - October 19th, 2001</p>	<b>DELETE</b>	<b>Now in Article 5</b>
11.03 If all Directors present decline to act as Chair, the Members may choose a Firm Member to act as Chair	<b>DELETE</b>	<b>Now in Article 5</b>
<p>Section 12 – Quorum</p> <p>12.01 A quorum at a Member Meetings shall be five (5) percent of those eligible to</p>	<b>DELETE</b>	<b>Now in Article 5</b>

Current Wording	Proposed Wording	Rationale
<p>vote in person or by proxy. No business shall be conducted unless a quorum is present, provided that once a quorum is established, the business of the meeting may continue whether or not such quorum is maintained. – governance changes effective September 23, 2004</p>		
<p>Section 13 – Adjournments</p> <p>13.01 The Chair may declare any meeting adjourned</p>	<p><b>DELETE</b></p>	
<p><b>ARTICLE 6 - DIRECTORS AND OFFICERS</b></p>	<p><b>ARTICLE 6 – BOARD OF DIRECTORS AND OFFICERS</b></p>	
<p>Section 1 – Board of Directors</p> <p>1.01 The affairs of the Association shall be managed by a Board of Directors, which until changed in accordance with the Corporations ACT of Ontario shall number 10, a majority of which shall constitute a quorum for the transaction of business at any meeting of the Directors. The Directors may exercise all powers, and do all acts and things as may be exercised or done by the Association, which</p>	<p><b>6.1 COMPOSITION OF THE BOARD OF DIRECTORS</b></p> <p>The administration of the affairs of LSTAR shall be vested in a Board of Directors of ten (10) individuals comprised of:</p> <p>(a) The following individuals who shall hold office as of right:</p> <p>(i) The individual who was Chair in the preceding year, or in the event that such person</p>	<p>As per BOD review Feb 22, 2023, composition remains the same</p> <p>In this scenario there are 2 as-of-right positions-Chair and Past Chair and there is one appointed position-commercial member</p>

Current Wording	Proposed Wording	Rationale
<p>are not required to be done by a Member Meeting or otherwise required by law.</p>	<p>cannot act, the most recent Past Chair so willing to act, as Immediate Past Chair.</p> <p>(ii) The individual who was Chair Elect in the preceding year, as Chair.</p> <p>(b) a member of the Commercial Committee, appointed by the Board;</p> <p>(c) Seven (7) individuals who are elected by the membership or acclaimed in accordance with this Bylaw and LSTAR Policies.</p>	<p><b>Note that ONCA places restrictions on appointments-appointments cannot exceed one third of the number of directors elected the year before-LSTAR might want to consider making this an elected position</b></p>
<p>1.02 The Board of Directors shall consist of 10 Directors as follows:</p> <p>i) Three (3) of the Directors shall be Principal Brokers, three (3) Salespersons or Brokers; and three (3) Directors (of any class);</p> <p>ii) One (1) Member of the Commercial Committee who shall be appointed by the Executive; and</p> <p>iii) Two (2) appointed, being the immediate Past-Chair and the Chair-Elect who shall be appointed to the position of Chair.</p>	<p><b>6.2 Restrictions on Composition</b></p> <p>(a) The Board of Directors shall include at least three (3) Directors who are Brokers of <b>Record</b> and three (3) Directors who are Salespersons or Brokers;</p> <p>(b) Where possible, the composition of the Board set out in 6.1 shall include a Director whose Brokerage or Branch Office address is listed in the LSTAR member management system as being in St. Thomas.</p> <p>(c) Not more than two (2) Individual Members who are employed by or are partners or</p>	<p><b>Reflects current requirements</b></p> <p><b>As per BOD review Feb 22, 2023</b></p> <p><b>Per recommendation from Governance Committee</b></p>

Current Wording	Proposed Wording	Rationale
	<p>directors of the same Firm may serve as Directors at the same time;</p> <p>(d) Notwithstanding (c) above, if a sitting Director, during the course of the Director's term, becomes non-compliant with (c), the Director may complete their term.</p>	
	<p><b>6.3 QUALIFICATIONS OF DIRECTORS</b></p> <p>To qualify for election as a Director and throughout each Director's term, the person must:</p> <p>(a) Be an Individual Member in Good Standing, and have been a member continuously for at least twelve (12) consecutive months immediately preceding the election;</p> <p>(b) not be an undischarged bankrupt;</p> <p>(c) Not have been convicted of a criminal offence involving fraud or moral turpitude;</p> <p>(d) Have the qualifications established by the Board of Directors for Director candidates from time to time, based on skill sets relevant to the competent management of</p>	<p><b>Extended requirements allows the Board to establish educational requirements of develop specific skill sets and competencies that are required. Criminal convictions added</b></p> <p><b>Provides for clean criminal record, competencies and education (if required by Board)</b></p>



Current Wording	Proposed Wording	Rationale
	<p>the affairs of LSTAR;</p> <p>(e) If elected, complete leadership courses as set out in LSTAR Policy;</p> <p>(f) Not otherwise be disqualified by virtue of ONCA.</p>	
	<p><b>6.4 Duties of Directors</b></p> <p>The Directors may do all things as allowed in the Bylaw and LSTAR policies, as required by any resolution adopted at any duly constituted Meeting of the Members, or as may be allowed by the laws of Ontario, as well as any acts that are not expressly required in the Bylaw or LSTAR Policies to be done in some other manner.</p>	<p><b>Broadly worded to allow directors to perform any function not otherwise prohibited</b></p>
	<p><b>6.5 Terms of Office</b></p> <p>(a) The Chair and the Immediate Past Chair shall hold office for a term of one (1) year;</p> <p>(b) All other Directors shall serve a term of two (2) years, ending on the second succeeding Annual or Special Meeting following the meeting at which they are elected</p> <p>(c) Any individual who holds the office of Chair is deemed to have resigned any other Director</p>	<p><b>Clarifies terms for elected and as-of-right directors</b></p> <p><b>As proposed bylaw characterizes Chair-Elect as an Officer position, not a</b></p>

Current Wording	Proposed Wording	Rationale
	position such person would simultaneously hold. The balance of an incoming Chair's term as Director (if any) will be filled by a qualified Member elected at an Annual or Special Meeting.	director position, a Chair-Elect who becomes Chair in the middle of their term leaves a vacancy. This deemed resignation opens that spot for election
	<p><b>6.6 Term Limits</b></p> <p>(a) Subject to the provisions of this section, Directors cannot serve more than three (3) consecutive two-year terms;</p> <p>(b) Nothing in this section prevents a Director from assuming the position of Chair in the year immediately following the end of that Director's third term.</p> <p>(c) A Director who has left the Board for at least two (2) years after having served for three (3) consecutive two-year terms may run again as if the person were sitting for the first time</p>	<p>This is consistent with current wording</p> <p>For clarity</p> <p>There should be a "cooling-off period" when someone has served their full 6 years</p>
1.03 One of whatever class will be a Member who is registered at a Firm in St. Thomas, if available	<b>DELETE</b>	

Current Wording	Proposed Wording	Rationale
1.04 a) Not more than two (2) of the persons described in Article 6, Section 1, Subsection 1.02 (excluding the Commercial Director) may be registered with one Firm Member.	<b>DELETE</b>	<b>Now in 6.2</b>
<p>b) Should a Director either transfer to another company or change status, he or she will be allowed to complete their term of office even though this may:</p> <p>i) either change the balance of Principal Brokers and Associate Brokers/Salespersons on the Board of Directors for the duration of that person's term; or</p> <p>ii) result in there being too many people from one company on the Board of Directors, up to a maximum of three (3) persons.</p>	<b>DELETE</b>	<b>Now in 5.2</b>
1.05 a) The Board of Directors terms of office shall be:	<b>DELETE</b>	<b>Terms now in 6.5 above</b>
i) Past-Chair – one year	<b>DELETE</b>	

Current Wording	Proposed Wording	Rationale
ii) Chair – one year (as of right, in the year immediately following the year in which they hold the office of Chair-Elect)	DELETE	
iii) Chair-Elect – one year	DELETE	
iv) Seven (7) remaining Directors (including Commercial Director) – two years	DELETE	
b) If the office of Chair becomes vacant, the Chair-Elect shall be appointed Chair of the Board by resolution of the Directors for the remainder of the unexpired term of the office of Chair and then shall continue to hold the office of Chair, as of right, for a term of one year as is provided for in Section 2 of this Article 6.	DELETE	8.4 provides general power to fill vacancies in officer positions. It is not necessary to be specific
c) Where the Immediate Past-Chair is unable or unwilling to serve as a Director, the vacancy shall be filled by appointment of the next Past-Chair removed or, by appointment by the Directors as provided in Article 6, Section 3, Subsection 3.02.	DELETE	

Current Wording	Proposed Wording	Rationale
d) If the office of Chair-Elect becomes vacant, the Directors may by resolution appoint a Director who meets the qualifications set out in Section 2 of this Article 6 as the Chair-Elect for the remainder of the unexpired term of office of the Chair-Elect and then shall continue to hold the office of Chair-Elect, as of right, for a term of one year as is provided for in Section 1 of this Article 6	<b>DELETE</b>	
Section 2 – Qualifications of Directors  2.01 To be eligible for the office of Director, the candidate must have been a Member of the Association for a minimum of 12 consecutive months immediately preceding his election.	<b>DELETE</b>	<b>Now in 6.2</b>
2.02 To be eligible for the office of Chair-Elect, a candidate must have served a minimum of 1 full year as a Director of the Association within the immediately preceding 3 years.	<b>DELETE</b>	<b>Now in Article 8</b>
2.03 The Chair is limited to serving two consecutive terms.	<b>DELETE</b>	<b>DISCUSS-does the Chair have the option of serving 2 years?</b>
2.04 Directors will be limited to serving 6 consecutive years, not including any years	<b>DELETE</b>	<b>Now in 6.6</b>

Current Wording	Proposed Wording	Rationale
spent on the Executive.		
	<p><b>6.7 Election of Directors</b></p> <p>a) Director elections shall be held each year, at the Annual or Special Meeting.</p> <p>(b) Each Member in Good Standing is entitled to carry one vote at the Director election.</p> <p>(c) The election process shall be administered by the Nominating Committee, or as otherwise determined by the Board of Directors, in accordance with Director policy.</p> <p>(d) Directors shall be elected and retire in rotation, with approximately half of the elected Directors being elected at each Annual or Special Meeting.</p>	<p>Reference to “Special Meeting” is intended to allow for an “Election Meeting” as opposed to electing directors at AGM</p>
<p>Section 3 – Vacancies on the Board of Directors</p> <p>3.01 The office of a Director of the Association shall be deemed vacant, and the Director formerly holding such office automatically cease to be a Director where he:</p> <p>a) ceases to be a Member of the Association;</p>	<p><b>6.8 Loss of Qualification</b></p> <p><b>6.8.1</b> A Director shall cease to hold office in the following circumstances:</p> <p>(a) If the Director:</p> <p>(i) Resigns by delivering a written resignation to the Chair or the Executive Officer;</p>	<p>Loss of qualification is divided into 2 parts-the “automatic” loss and “conduct” loss. ONCA says only members can remove directors for conduct</p>

Current Wording	Proposed Wording	Rationale
<p>b) is found to be mentally incompetent, of unsound mind, or incapable of managing his affairs</p> <p>c) resigns his office by written notice to the Chief Executive Officer;</p> <p>d) provided always that the Board of Directors may at any time remove any Officer or Director from the Directorate for absenteeism or other justifiable cause – by a two-thirds majority vote of the Directors present at any regularly scheduled Directors meeting.</p> <p>e) Through merger or amalgamation of companies or partnerships, transfer of employment, formation of new partnerships or corporations, or other circumstances, he no longer complies with Section 1.04 of this Article.</p>	<p>(ii) Makes an assignment for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of any act that may be in force for bankrupt or insolvent debtors;</p> <p>(iii) Ceases to be a Member;</p> <p>(iv) Has his or her registration under TRESA suspended or terminated;</p> <p>(v) Has been found to be incapable of managing property or has been found to be incapable by any court;</p> <p>(vi) Fails to take the oath of office or sign the Code of Conduct-Directors.</p> <p>(vii) Dies.</p> <p>(b) If, at a Special Meeting, an Ordinary Resolution is passed by the Members in accordance with ONCA that the Director be removed from office</p>	
<p>3.02 Any vacancy on the Board of Directors, except one created through an increase of their number, may be filled at any time by appointment by the Board of Directors from among the qualified Members of the Association. The Member appointed to fill such vacancy, shall hold office for the unexpired term of the Director being replaced.</p>	<p><b>6.9 Vacancies</b></p> <p>If a vacancy occurs as a result of any of the foregoing reasons, the Directors remaining in office may exercise all of the powers of the Board of Directors provided that a quorum is sustained. The Board of Directors may fill a vacancy for the balance of the term:</p> <p>(a) by appointing a qualified person; or</p>	

Current Wording	Proposed Wording	Rationale
	(b) by recommending that a qualified person be elected by the membership in accordance with this Bylaw.	
<p>Section 4 – Removal of Directors</p> <p>4.01 Provided that the meeting has been properly called and notice of such a resolution and meeting has properly been given in accordance with Article 5, the Members of the Board, may by resolution at a meeting duly called for that purpose, provided it is approved by at least two-thirds of the votes cast by the Members who are present in person or by proxy, remove any Director from office before the expiry of his term. At such a meeting, the Members may also, by simple majority of the votes cast by the Members present in person or by proxy, elect any qualified Member of the Board to fill the unexpired portion of the term of the Director who was removed.</p>	DELETE	ONCA requires directors to be removed by vote of membership, not directors
<p>Section 5 – Remuneration of Directors</p> <p>5.01 Directors shall serve without remuneration and shall not directly or indirectly receive any profit from their position as such, provided</p>	<p><del>Section 5</del> — <b>6.10 Remuneration of Directors</b></p> <p><del>5.01</del> Directors shall serve without remuneration except for any honoraria established by the Board in Policy and shall not directly or indirectly</p>	ONCA allows honoraria and LSTAR pays honoraria to certain directors positions. This confirms practice.



Current Wording	Proposed Wording	Rationale
Directors may be paid reasonable expenses incurred by them in the performance of their duties.	receive any profit from their position as such, provided Directors may be paid reasonable expenses incurred by them in the performance of their duties.	
<p>Section 6 – Meetings of Directors</p> <p>6.01 Meetings of Directors may be held at such place as the Directors may approve.</p> <p>6.02 Directors Meetings shall be called by the Chair or, in his absence by the Chair-Elect or, by the Chief Executive Officer upon the written request of 5 Directors.</p> <p>6.03 The Directors shall meet not less than 6 times in each calendar year, and at least every 75 days.</p>	<p><b>ARTICLE 7-MEETINGS OF THE BOARD OF DIRECTORS</b></p> <p><b>7.1 Calling of Meetings</b></p> <p>(a) The Board of Directors shall meet as often as deemed necessary by the Chair, but in no event less than four 4 times annually;</p> <p>(b) A meeting may be called by the Chair, the Chair-Elect or any three (3) Directors.</p> <p>(c) All meetings shall take place at the time specified in the call, at such place as determined by the Chair.</p>	<p>(a)Current wording calls for 6 times annually at a minimum. Proposed wording reduces that number to 4. Quarterly meetings are sufficient as mandatory minimums. The Board can call as many additional meetings as required</p> <p>(b) Current wording requires 5 directors to call a meeting (in addition to Chair and Chair-Elect powers). That number seems high.</p>
6.04 The Directors may by resolution determine to hold regular meetings and fix the dates and or times, and as long as such resolution is in	<b>DELETE</b>	Not necessary

Current Wording	Proposed Wording	Rationale
<p>effect, the Chief Executive Officer shall call such meetings in the manner prescribed.</p> <p><i>Note: For a quorum at the Board of Directors meetings (6 Directors), please see Article 6, Section 1(1.01) – Board of Directors.</i></p>		
	<p><b>7.2 Notice of Meetings</b></p> <p>(a) Notice of the time and place for the holding of a meeting of the Board may be in written, electronic or oral format, and may be communicated by telephone, courier, personal delivery, e-mail, or other electronic means to each Director not less than 3 days before the time when the meeting is to be held.</p> <p>(b) Notice of a meeting shall not be necessary if all of the Directors are present, and none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting.</p> <p>(c) Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting.</p>	<p><b>No notice provisions in current bylaws</b></p>

Current Wording	Proposed Wording	Rationale
	(d) Where the first meeting of the Board is held immediately after the Annual Meeting, no notice shall be necessary provided there is a quorum of the Directors present.	
	<p><b>7.3 Form of Meeting</b></p> <p>(a) Any meeting of the Directors may be held in person, by teleconference or by other electronic means, including but not limited to video conference and Internet-based real time conference facilities, upon the call of the Chair.</p> <p>(b) Any Director, with the permission of the Chair, may participate in a meeting of the Directors in person, by teleconference or by other electronic means, and a Director participating in a meeting by such means is deemed to be present at the meeting.</p>	<p><b>No reference to how the meeting may be held in current bylaws</b></p>
	<p><b>7.4 VOTING</b></p> <p>Except as otherwise required, every question arising at a meeting of the Board shall be decided by a majority of votes cast by the Directors present at the meeting. Each Director shall carry one vote. The Chair is entitled to vote but is not entitled to a second vote.</p>	<p><b>No reference to how voting works in current bylaws</b></p>

Current Wording	Proposed Wording	Rationale
	<p><b>7.5 QUORUM</b></p> <p>A majority of Directors shall constitute a quorum at any meeting of Directors and may exercise all the powers of the Board of Directors. Directors who declare a conflict of interest shall nonetheless be counted in determining a quorum.</p>	<p>There is a reference to quorum in current Article 6. Section 1.01, but it belongs here</p>
	<p><b>7.6 Resolution in Writing</b></p> <p>Any resolution signed by all the Directors is as valid and effective as if passed at a meeting of the Board of Directors duly called, constituted, and held for that purpose</p>	
	<p><b>ARTICLE 8-OFFICERS</b></p>	<p>Current bylaws includes “Officers” with “Directors”. They need to be addressed in a separate Article</p>
	<p><b>8.1 APPOINTMENT OF OFFICERS</b></p> <p>The Board may designate the offices of LSTAR, appoint Officers on an annual or more frequent basis, specify their duties and, subject to ONCA, delegate to such Officers the power to manage the affairs of LSTAR. All Officers must be Directors and Individual Members.</p>	<p>The basic power to create officer positions is absent form current bylaws</p>

Current Wording	Proposed Wording	Rationale
	<p><b>8.2 OFFICER POSITIONS AND TERMS</b></p> <p>(a) There shall be the following Officers: Chair, Immediate Past Chair, Chair-Elect and such other Officers as the Board may from time to time establish.</p> <p>(b) All Officer terms shall be for one year or until their successors are elected or appointed.</p>	<p><b>Confirms the 3 Officer positions and their one-year terms</b></p>
	<p><b>8.3 OFFICER QUALIFICATIONS</b></p> <p>(a) All Officers must be Directors and Members in Good Standing;</p> <p>(b) In order to be eligible for the Office of Chair-Elect, a candidate must be a sitting Director who has served a minimum of 1 full year as an LSTAR Director within the immediately preceding 3 years.</p>	<p><b>We have incorporated the 1 year requirement for a Chair-Elect. We have also added that the candidate must be a sitting director.</b></p>

Current Wording	Proposed Wording	Rationale
	<p><b>8.4 ELECTION/APPOINTMENT OF OFFICERS</b></p> <p>(a) At the first meeting of the Board of Directors following the election of directors each year, the current Chair will become the Immediate Past-Chair as of right, and the current Chair-Elect will become Chair as of right.</p> <p>(b)The Directors shall elect from amongst themselves a Chair-Elect in accordance with LSTAR Policy.</p> <p>All elections and appointments will become effective commencing January 1 each year.</p>	<p><b>Clarifies that Chair and Past Chair take office as of right and Chair-Elect is a sitting director who is voted in by the Board, all in accordance with good governance principles</b></p> <p><b>Reflects current practice</b></p>
	<p><b>8.5 VACANCIES</b></p> <p>If the office of any Officer becomes vacant, the Board may appoint a qualified person to fill such vacancy.</p>	
	<p><b>8.6 DESCRIPTION OF OFFICES</b></p> <p>The Officers shall have the following duties and powers, the details of which may be modified restricted or supplemented by the Board in LSTAR policy:</p>	<p><b>Allows Board to determine and specify duties of officers</b></p>

Current Wording	Proposed Wording	Rationale
<p>Section 7– Chair</p> <p>7.01 The Chair shall chair all Member Meetings and meetings of the Board of Directors, and shall exercise such powers as are authorized by the Directors, and as are indicated in this Bylaw.</p>	<p>(a) <b>Chair</b> - When present, the Chair shall preside at all meetings of the Board of Directors, and of the Members, and shall ensure that the provisions of the Bylaw and Policies are enforced. The Chair shall also be an ex-officio member of any Board committee and shall have such other duties and powers as the Board may specify.</p>	<p><b>More comprehensive wording</b></p>
<p>Section 8 – Chair-Elect</p> <p>8.01 In the absence of the Chair, the Chair-Elect shall perform the duties of the Chair and/or, at the Chair’s discretion, shall assist him as may be required.</p>	<p>(b) <b>Chair-Elect</b> - If the Chair is absent or is unable or refuses to act, the Chair-Elect, shall, when present, preside at all meetings of the Board of Directors and of the Members. The Chair-Elect shall have such other duties and powers as the Board may specify</p>	<p><b>More comprehensive wording</b></p>
	<p>(c) <b>Immediate Past Chair</b> - The Immediate Past Chair shall have such duties and powers as the Board may specify.</p>	<p><b>No duties set out in current bylaws</b></p>
<p>Section 9 – Chief Executive Officer</p> <p>9.01 The Chief Executive Officer shall be administrative officer of the Association and</p>		

Current Wording	Proposed Wording	Rationale
is responsible for the management and operation of the Association Office.	<b>8.7 Chief Executive Officer</b>  a) The Chief Executive Officer shall be employed by and report to the Board;	
9.02 Reporting directly to the Chair and/or Board of Directors, the Chief Executive Officer shall perform such duties as are defined in the terms of employment and other duties as the Board of Directors may delegate from time to time.	b) The Chief Executive Officer shall be responsible for the general supervision of the day-to-day conduct of business of LSTAR and shall have such other duties and powers as the Board may specify in Policy.	<b>This is sufficient detail for bylaws. Details belong in policy</b>
9.03 The Chief Executive Officer shall act as the Secretary/Treasurer of the Association. The Chief Executive Officer shall be the custodian of all Association funds and securities subject to the direction of the Finance Committee and the Board of Directors. The Chief Executive Officer shall ensure payment of all accounts upon approval by the Finance Committee and ensure all funds and securities are deposited in such bank or other depository as the Directors may from time to time designate.	<b>MOVE TO POLICY</b>	
9.04 The Chief Executive Officer and/or any Association Staff shall be bonded in such amounts as the Board of Directors deems	<b>MOVE TO POLICY</b>	



Current Wording	Proposed Wording	Rationale
appropriate		
<p>Section 10 – Indemnity</p> <p>10.01 Every person including each Director who is required to undertake any liability on behalf of the Association, their heirs, executors, administrators and estate and effects respectively, shall at all times be indemnified and saved harmless out of the funds of the Association, from and against all costs, charges and expenses, which such person sustains or incurs as a result of any legal action because of what he did, or in good faith omitted to do, or caused to be done in fulfilling the duties required of him, except where such costs, charges and expenses are the result of his own willful neglect.</p>	DELETE	Now in Article 10
<p>10.02 Where a Director is employed by the Association, or where he is employed by or is an Officer, Director, or Shareholder of a firm employed by the Association to perform some service for it, the fact that he is a Director of the Association shall not disentitle him or such firm from receiving appropriate remuneration for such employment of service.</p>	MOVE TO POLICY	

Current Wording	Proposed Wording	Rationale
Section 11- Banking 11.01 The Directors shall by resolution designate the bank or trust company in which the funds of the Association shall be deposited.	<b>DELETE</b>	
Section 12 – Signing Authority 12.01 The signing officers of the Association shall be any 2 together of the following: the Chair, ChairElect, Finance Chair, Chief Executive Officer, and any other person as may be authorized by a resolution of the Directors	<b>DELETE</b>	<b>Now in 1.10</b>
12.02 Notwithstanding the provisions of this Section, where the payment of an expense that is an approved budget item or other authorized expenditure and, the amount is not in excess of \$2,000.00 the signature of only one signing officer shall be required.	<b>DELETE</b>	
Section 13 – Execution of Contracts, Etc. 13.01 Any document requiring the signature of the Association shall be signed by any 2 signing officers, and once signed, shall be binding on the Association.	<b>DELETE</b>	<b>Now in Article 1.10</b>
13.02 Where necessary, the corporate seal	<b>DELETE</b>	<b>Now in Article 1.8</b>

Current Wording	Proposed Wording	Rationale
may be placed on any document by any signing officer.		
13.03 For the purposes of this section, the term “document” shall mean to include anything set out in writing that affects the Association in any manner, including anything pertaining to the property or securities of the Association, and/or any financial or other obligation into which the Association has entered	<b>DELETE</b>	
<p>Section 14 – Borrowing of Money</p> <p>14.01 The Board of Directors may borrow money in whatever amount at whatever terms they deem necessary provided that, where the borrowing of money requires that the property or other securities of the Association be mortgaged or pledged as collateral, the Directors shall first obtain approval from the floor.</p>	<b>DELETE</b>	<b>Now in Article 1.11</b>
<p>Section 15 – Limitation of Expenditure</p> <p>15.01 No one time unbudgeted expenditure/liability in excess of \$120,000 shall be made or incurred by the Directors without prior approval of the floor.</p>	<b>DELETE</b>	<b>Now in Article 1.14</b>

Current Wording	Proposed Wording	Rationale
<p>Section 16 – Authority to Regulate</p> <p>16.01 To carry out the purposes and business of the Association, the Directors may by resolution establish policies not inconsistent with this Bylaw in order to deal with matters not provided for herein and/or to facilitate its day to day operation. Such policies and any subsequent amendments shall immediately come into force and apply to the Association and all Members</p>	<b>DELETE</b>	<b>Not Necessary</b>
<b>ARTICLE 7 - COMMITTEES</b>	<b>ARTICLE 9 - COMMITTEES</b>	
<p>Section 1 – Committees General</p> <p>1.01 1.01 The standing Committees of the Association include:</p> <p>a) Arbitration</p> <p>b) Audit</p> <p>c) Commercial</p> <p>d) Community Engagement</p> <p>e) Discipline</p>	<p><b>9.1 Creation of Bodies</b></p> <p>The Board may create any committee, task force, or other advisory body as it deems appropriate and establish their mandates.</p> <p><b>DELETE</b></p>	<p><b>The power to create committees should be in the bylaw. All other detail belongs in policy.</b></p>

Current Wording	Proposed Wording	Rationale
f) Education g) Executive h) Finance i) Governance j) Nomination k) Political Affairs l) Professional Standards		
1.02 The Terms of Reference for each Committee is outlined in General Policies.	<b>DELETE</b>	
1.03 The Chair shall be an ex-officio Member of all Committees excepting Arbitration, Professional Standards and Discipline Committees but shall not be included in the number required to constitute a quorum.	<b>DELETE</b>	
1.04 Committees shall meet for the transaction of business, and adjourn and/or otherwise regulate their meetings as they see fit or as the Directors may require, provided a quorum consisting of a majority of the Committee Members is present.	<b>MOVE TO POLICY</b>	

Current Wording	Proposed Wording	Rationale
1.05 The Board of Directors at their discretion shall be empowered to remove by a two-thirds majority vote, any appointed Committee Chair or Committee Member	<b>MOVE TO POLICY</b>	
	<p><b>ARTICLE 10: LIABILITY AND INDEMNITY OF OFFICERS AND DIRECTORS</b></p> <p><b>10.1 LIMITATION OF LIABILITY</b></p> <p>(a) Every Director and Officer of LSTAR, in exercising their powers and discharging their duties shall:</p> <p>(i) act honestly and in good faith with a view to the best interests of LSTAR and</p> <p>(ii) exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.</p> <p>(b) Subject to the foregoing, no Director or Officer shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or employee, or for any loss, damage or expense happening to of LSTAR through the insufficiency or deficiency of title to any property acquired for or on behalf of LSTAR, or for the insufficiency or deficiency of any security in or upon which any of the monies of LSTAR shall be invested, or for any loss or damage arising from the bankruptcy,</p>	<p>Rewording of current Article 6, section 10. More expansive wording and includes LSTAR obligation to provide E&amp;O insurance as required by CREA</p>

Current Wording	Proposed Wording	Rationale
	<p>insolvency or tortious acts of any person with whom any of the monies, securities or effects of LSTAR shall be deposited, or for any loss occasioned by an error of judgment or oversight on the part of the Director, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of the Director's office or in relation thereto.</p> <p><b>10.2 INDEMNITY</b></p> <p>LSTAR shall indemnify a Director or Officer, a former Director or Officer, and the Director's heirs and legal representatives against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal, or administrative action or proceeding to which the Director is made a party by reason of being or having been a Director or Officer of LSTAR, if:</p> <p>(a) The Director acted honestly and in good faith with a view to the best interests of LSTAR; and</p> <p>(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Director had reasonable grounds for believing that the Director's conduct</p>	

Current Wording	Proposed Wording	Rationale
	<p>was lawful.  LSTAR shall also indemnify such person in such other circumstances as the Act permits or requires.  Nothing in this Bylaw limits the right of any person entitled to indemnity to claim indemnity apart from the provisions of this Bylaw.</p> <p><b>10.3 INSURANCE</b>  LSTAR shall purchase and maintain insurance for the benefit of its Directors against any liability incurred by such Directors and Officers in their capacity as a Director or Officer of LSTAR.</p>	
<b>ARTICLE 8-ARBITRATION AND APPEAL</b>	<b>MOVE ALL OF ARTICLE 8 TO POLICY</b>	<b>This is process and belongs in policy</b>
<p>Section 1 – Definitions and Notice Provision</p> <p>1.01 For the purposes of this Article:</p> <p>a) “Appeal” means the request for review of a decision of the Association’s Arbitration Panel to the OREA Appeal Panel, as filed in Form A.</p> <p>b) “Appellant” means the party who is filing the Appeal.</p>		



Current Wording	Proposed Wording	Rationale
<p>c) "Arbitration" means the proceedings (other than an Appeal) prescribed by this Article.</p> <p>d) "Arbitration Committee Chair" means the Chair of the Arbitration Committee, unless the context indicates otherwise.</p> <p>e) "Arbitrational Panel" means a panel chosen from the Arbitration Committee to hear and determine the Claim, as further described in Section 10, and shall include any member of the Arbitration Committee of an Arbitration-Signatory Board appointed to conduct an Arbitration Hearing, and "Arbitrator(s)" means a Panelist or the Panelists on a particular Arbitration Panel.</p> <p>f) "Arbitration-Signatory Board" means any Real Estate Association who has signed the Cooperative Arbitration Agreement which is on file at the Association office.</p> <p>g) "Claim" means a dispute between two Members which are Firms, relating to the division, distribution or disposition of commission paid or to be paid in respect of a transaction or transactions, and shall also mean the written notice of such Claim as</p>		

Current Wording	Proposed Wording	Rationale
<p>submitted by the Claimant and further described in Section 6.</p> <p>h) “Claimant” means the Member which is a Firm that has a Claim against another Member which is a Firm.</p> <p>i) “Defence” means the Defendant’s written reply to the Claim, as further described in Section 7 of</p> <p>this Article.</p> <p>j) “Defendant” means the Member which is a Firm against which a Claimant has filed a Claim.</p> <p>k) “Chief Executive Officer” means the Chief Executive Officer of the Ontario Real Estate Association or his appointed nominee.</p> <p>l) “OREA Appeal Panel” means the persons appointed by the Chief Executive Officer to hear and deal with an Appeal, as provided for herein and in the Bylaw of OREA.</p> <p>m) “Panel Chair” means the person, as herein provided, who is the Chair of an Arbitration Panel.</p>		

Current Wording	Proposed Wording	Rationale
<p>n) “Respondent” means the other party to an Arbitration award which is the subject of an Appeal by the Appellant to the OREA Appeal Panel.</p> <p>1.02 In this Article, all letters, notices or other documents required to be forwarded to a Member by the Chief Executive Officer, or the Arbitration Committee Chair or on behalf of the Arbitration Panel shall be forwarded either by personal delivery (or courier) or registered mail. Any letter, notice or other document so forwarded shall be conclusively deemed to be received in accordance with the provisions of Article 1 –Section 6.</p>		
<p>Section 3 – Qualification of Arbitrators</p> <p>3.01 No Member shall serve as an Arbitrator in any dispute where:</p> <p>a) he has, either directly or indirectly, any personal or financial interest in the Claim;</p> <p>b) he is related by either blood or marriage to either the Claimant or the Defendant or to any officer, director, shareholder, partner or employee of either the Claimant or Defendant;</p> <p>or c) there is any other bias.</p>		

Current Wording	Proposed Wording	Rationale
<p>Section 4 – Custody of Files and Documents</p> <p>4.01 All files, documents, tapes and records pertaining to all Arbitration cases shall be in the custody, care and control of the Arbitration Committee, and are confidential. Such files, documents, tapes and records are not accessible by anyone (whether he be a member of the public or a member) except: a member of the Arbitration Committee; a party to the particular Arbitration for which it is seeking access to the files, documents, tapes and records; the Chief Executive Officer; the conciliator for the particular Arbitration for which he is seeking access to the files, documents, tapes and records; the OREA Appeal Panel and the Executive Director.</p> <p>Section 5 – Binding Arbitration</p> <p>5.01 a) The provisions of this Article 8 shall constitute the arbitration agreement between and among the Members that are Firms with respect to Claims, the intention being that Claims shall be dealt with in accordance with this Article 8. The provisions of this Article may be pleaded in any action or proceeding at law or in equity taken with respect to such a Claim.</p>		

Current Wording	Proposed Wording	Rationale
<p>b) Every Member that is a Firm agrees that any Claim it may have against another Member that is a Firm shall be submitted to the Arbitration Committee for hearing and resolution in accordance with this Article, unless all of the parties to the Claim have mutually agreed not to arbitrate the Claim at the Board and have advised the Board in writing of that agreement. Decisions rendered by the Arbitrators shall be final and binding on the Members that are Firms that were parties to the Arbitration, subject to any Appeal provisions as are allowed in this Article, but without a right of appeal to the courts on a question of law.</p> <p>5.02 Every Member that is a Firm agrees that if it does not submit for Arbitration any Claim it may have against another Member that is a Firm, but proceeds instead to undertake any court proceedings, that such action shall be deemed a breach of this By-law except where the parties to the Claim have mutually agreed not to arbitrate the Claim at the Board and have advised the Board in writing of that agreement.</p> <p>5.03 All Claims filed in accordance with this Article shall be heard unless settled between</p>		

Current Wording	Proposed Wording	Rationale
<p>the parties prior to a hearing</p> <p>6.01 The Arbitration Committee shall not have jurisdiction to process or otherwise deal with a Claim unless:</p> <p>a) it is in writing, signed by or on behalf of the Claimant, addressed to the Arbitration Committee Chair, and forwarded to the Chief Executive Officer;</p> <p>b) it is filed with the Arbitration Committee Chair not later than six (6) months from the date this transaction closed; and</p> <p>c) the Claim is accompanied by a filing fee, in the amount of \$250.00.</p> <p>6.02 The Claim shall contain a brief and concise statement of the reasons in support of the Claim and the amount being claimed.</p> <p>6.03 The Claimant shall attach to the Claim such documents, records and other writings as are in his possession upon which he intends to rely, and such documents, records and other writings shall be deemed to become part of the Claim.</p>		

Current Wording	Proposed Wording	Rationale
<p>6.04 The filing fee referred to in Section 6.01 hereof shall be kept by the Association, and shall be disposed of as further provided in this Article, provided that if the Claim is resolved without the necessity of a hearing, then the Arbitration Committee Chair may, in his sole discretion, direct that filing fee be returned to the Claimant.</p> <p>Section 7 – Filing the Defence</p> <p>7.01 When a Claim is received, the Chief Executive Officer shall forthwith forward a copy of same to the Defendant.</p> <p>7.02 In a notice or letter accompanying the Claim, the Chief Executive Officer shall advise in writing, that the Defendant has ten (10) days from receipt of the notice or letter in which to file a Defence.</p> <p>7.03 The Defence shall:</p> <p>a) be in writing, addressed to the Arbitration Committee Chair, and delivered to the Chief Executive Officer;</p>		

Current Wording	Proposed Wording	Rationale
<p>b) contain a brief and concise statement of the position of the Defendant with respect to the Claim and the reasons therefor; and</p> <p>c) have attached to it such records, documents and other writings as are in the Defendant's possession and upon which he intends to rely, and such documents, records and other writings shall be deemed to become part of the Defence.</p> <p>7.04 The Chief Executive Officer shall forthwith upon receipt forward a copy of the Defence to the Claimant.</p> <p>7.05 If the Defendant fails to deliver a Defence within the ten (10) days, or fails or refuses to appear at a hearing, the Arbitrators may still proceed with an Arbitration hearing, and hand down an award, based on the Claim and the evidence presented at the Arbitration hearing.</p> <p>Section 8 – Conciliation</p> <p>8.01 After the time limit for the filing of the Defence has passed and before setting a date for the Arbitration Panel hearing, the Arbitration</p>		



Current Wording	Proposed Wording	Rationale
<p>Committee Chair may ask whether the Claimant and Defendant wish to meet with a conciliator.</p> <p>8.02 A conciliator, who shall be a Member of the Association who is a broker, shall be appointed by the Arbitration Committee Chair. The Conciliator shall not be a Member of the Arbitration Panel.</p> <p>8.03 The purpose of the meeting with the conciliator shall be to attempt to resolve the Claim without the necessity of having a hearing.</p> <p>8.04 Where the Claimant and Defendant agree to a resolution of the Claim, the conciliator shall prepare a settlement agreement setting out the terms agreed on, and the Claimant and Defendant shall sign the agreement showing that they agree to be bound by it.</p> <p>8.05 A copy of such a settlement agreement shall be given to the Arbitration Committee Chair, as well as to the Claimant and Defendant.</p> <p>8.06 Where a meeting with the conciliator does not lead to a resolution of the Claim, the</p>		

Current Wording	Proposed Wording	Rationale
<p>conciliator shall advise the Arbitration Committee Chair in writing that the Claim could not be resolved, but the conciliator shall not discuss with anyone any of the matters discussed or statements made or positions taken by either the Claimant or Defendant at any meeting or meetings with the conciliator.</p> <p>8.07 If a conciliator is unsuccessful in resolving the dispute, and the matter proceeds to an Arbitration hearing, the conciliator shall not be allowed to participate in any form at such an Arbitration hearing.</p> <p>Section 9 – Notice of Hearing</p> <p>9.01 After the time limit for the filing of the Defence has passed and after the conciliation process described in Section 8 above has been declined or pursued, the Arbitration Committee Chair shall set a date for the Arbitration hearing, and shall forward to the Claimant and the Defendant written notice of same at least twenty (20) days prior to that Arbitration hearing date.</p> <p>Section 10 – Selection of Arbitrators</p>		

Current Wording	Proposed Wording	Rationale
<p>10.01 Where an Arbitration hearing is required, the Arbitration Committee Chair shall appoint not less than three (3) nor more than five (5) members of the Arbitration Committee to hear and determine the Claim, one of whom he shall appoint as Arbitration Panel Chair.</p> <p>10.02 Where there are not at least three (3) members of the Arbitration Committee who would qualify as Arbitrators because of the provisions of Section 3 of this Article, then the Arbitration Committee Chair may appoint any other Member who is Broker who qualifies to act as an Arbitrator, to sit on the Arbitration Panel.</p> <p>10.03 The Panel Chair shall preside at the Arbitration hearing.</p> <p>Section 11 – Legal Counsel</p> <p>11.01 At an Arbitration hearing, the Claimant and Defendant may be represented by a lawyer or by a Member who is either a Broker or a salesperson, as long as such Broker or Salesperson is not a member of the Arbitration Committee or the conciliator appointed to try to settle that particular dispute. The Arbitration Panel may retain legal counsel to sit at the hearing and advise the Arbitration Panel on</p>		

Current Wording	Proposed Wording	Rationale
<p>any and all matters of law or procedure, but he shall not take part in the deliberation or decision of the Arbitration Panel.</p> <p>11.02 Where a Claimant or Defendant is to be represented by a lawyer it shall so notify, in writing, the other party and the Arbitration Panel Chair, such notice to be received by the other party and the Arbitration Panel Chair at least five (5) days prior to the date of the Arbitration hearing.</p> <p>Section 12 – Powers of Arbitrators</p> <p>12.01 The Arbitrators shall possess all of the powers of arbitrators under the Arbitration Act and without in any way limiting the generality so conferred, the Arbitration Panel may:</p> <ul style="list-style-type: none"> <li>a) adjourn any hearing from time to time;</li> <li>b) proceed in such a manner as it deems proper and without being bound by the rules of evidence or other legal rules, provided that it shall consider the best evidence available;</li> <li>c) receive evidence under oath; or</li> <li>d) use any acceptable method of recording the Arbitration hearing, including but not limited to</li> </ul>		

Current Wording	Proposed Wording	Rationale
<p>audio or video tape, recording secretary or stenographer.</p> <p>12.02 For the purposes of the Arbitration hearings and Appeals prescribed by this Article, the Association and its Members hereby agree to be bound by the provisions of the Arbitration Act, save and except Sections 21, 40 and Section 45 of the Arbitration Act (as it exists in 1994), which Sections are specifically excluded.</p> <p>Section 13 – Witnesses</p> <p>13.01 The Claimant and Defendant shall have the right to call, as a witness, anyone who has knowledge of facts concerning the Claim, whether or not that person is a Member of the Association.</p> <p>Section 14 – Arbitrators’ Award</p> <p>14.01 The award of the Arbitrators shall be in writing, shall contain the reasons for the award, shall be signed by the Arbitrators or by the Arbitration Panel Chair, and shall be forwarded to the Chief Executive Officer.</p> <p>14.02 The Chief Executive Officer shall forward a copy of the award to both the Claimant and Defendant.</p>		

Current Wording	Proposed Wording	Rationale
<p>14.03 The decision of the majority of the Arbitrators shall be deemed to be the decision of all of the Arbitrators, but if there is no majority, then the decision of the Panel Chair shall govern.</p> <p>14.04 In their decision, the Arbitrators may:</p> <p>a) dismiss the Claim;</p> <p>b) order the Defendant to pay to the Claimant the amount or any part of the amount set out in the Claim; and/or</p> <p>c) i) order that the filing fee, or such portion of it as they feel is appropriate, be kept by the Association to cover costs incurred by the Association in processing and administering the Arbitration;</p> <p>ii) order that all or a portion of the filing fee be returned to the Claimant; and /or</p> <p>iii) order that the Defendant reimburse the Claimant in an amount equal to all or any part of the filing fee paid by the Claimant.</p> <p>14.05 The award of the Arbitrators shall be final and binding upon the Claimant and the Defendant subject to the Appeal rights provided for in this Article 8, but without a right</p>		

Current Wording	Proposed Wording	Rationale
<p>of appeal to the courts on a question of law.</p> <p>14.06 For the purposes of this Article, the “Arbitration Compliance Date” for each Arbitration hearing shall be determined as follows:</p> <p>a) If no Appeal is commenced in accordance with the terms of this Article, or if an Appeal is commenced but the party appealing the Arbitrators award discontinues the Appeal or resigns membership in the Association, the Arbitration Compliance Date is the date which is the earlier of either:</p> <p>i) the date upon which the award of the Arbitrators is to be paid according to the Arbitrators decision; or</p> <p>ii) if the Arbitrators do not set a specific date for the payment of the award in the Arbitrators decision, thirty (30) days from the date upon which the Arbitrators Award is forwarded to the parties to the Arbitration.</p> <p>b) If an Appeal is commenced and continued in accordance with the terms of this Article, the Arbitration Compliance Date is the date which is the earlier of either:</p> <p>i) the date upon which the award of the</p>		

Current Wording	Proposed Wording	Rationale
<p>Arbitrators is to be paid according to the Appeal decision (which may be an amendment of confirmation of the date for payment of the award set by the Arbitrators or a new date set by the OREA Appeal Panel); or</p> <p>ii) if the Appeal Panel does not set a specific date for the payment of the award in its decision, thirty (30) days from the date upon which such Appeal decision is forwarded to the parties to the Appeal.</p> <p>14.07 If a party to an Arbitration fails to comply with an award of the Arbitrators by the Arbitration Compliance Date, as determined in accordance with Section</p> <p>Section 15 – Appeal</p> <p>15.01 A Claimant or Defendant may appeal the award of the Arbitrators, in accordance with the following provisions of this Bylaw.</p> <p>15.02 Where an Appeal is filed, the award of the Arbitration Panel shall, subject to the provisions of Section 15.04, be suspended pending discontinuance or disposition of the Appeal.</p> <p>15.03 Until: a) the period to file an Appeal has elapsed and no Appeal has been filed;</p>		



Current Wording	Proposed Wording	Rationale
<p>b) an Appeal has commenced and has either been completed or discontinued; or</p> <p>c) the appeal rights have been extinguished as provided for in Section 15.04, neither party to the Arbitration may ask a Court to enforce the Arbitrators' award, and it is agreed by all Members that there will not exist any valid basis for such Court action until either or both parties have complied with the appropriate provisions of this Bylaw.</p> <p>15.04 If a party to the Arbitration, for any reason, resigns its membership in the Association either during the period of time during which it may file an Appeal in accordance with Section 16.01 or at any time during the Appeal process described in this Article and/or in the Bylaw of OREA, that party shall be deemed to have waived all its rights of Appeal provided for in this Article and/or in the Bylaw of OREA. All of the rights of Appeal provided for in this Article and/or the Bylaw of OREA shall automatically be extinguished upon such party's resignation of membership in the Association. Upon the extinguishing of the appeal rights, any filing fee paid by the resigning Appellant, relating only to the Appeal, shall be refunded to such resigning Appellant. The extinguished Appeal rights and appeal</p>		

Current Wording	Proposed Wording	Rationale
<p>process cannot be reopened upon such party re-joining the Association.</p> <p>Section 16 – Filing the Appeal</p> <p>16.01 The OREA Appeal Panel does not have jurisdiction to process, hear or otherwise deal with an Appeal:</p> <p>a) unless the Appellant files the Appeal in Form A within thirty (30) days of the Appellant receiving the award of the Arbitrators;</p> <p>b) unless the duly completed Form A is received by the Executive Director within such thirty (30) day period; and</p> <p>c) unless the Appellant pays to OREA, at the time of filing the Appeal, a filing fee in the amount established from time to time by the Board of Directors of OREA, in cash or by certified cheque or money order payable to OREA; or</p> <p>d) if the Appellant, for any reason, resigns its membership in the Association either during the period of time during which it may file an Appeal in accordance with Section 16.01 or at any time during the Appeal process described</p>		

Current Wording	Proposed Wording	Rationale
<p>in this Article and/or in the Bylaw of OREA.</p> <p>Section 17 – Reply to Appeal</p> <p>17.01 Upon receipt of the Appeal, the Executive Director shall forward a copy of it to the Respondent.</p> <p>17.02 The Respondent shall file with the Executive Director, on or before a date set out in the notice from the Executive Director, a reply to the Appeal, provided that such a date shall not be less than fifteen (15) days from the date the notice from the Executive Director was sent to the Respondent.</p> <p>17.03 When the Executive Director receives the reply to the Appeal he shall immediately forward a copy of same to the Appellant.</p> <p>17.04 If the Respondent fails to deliver a Reply within the prescribed time period, or fails or refuses to appear at an Appeal hearing, the OREA Appeal Panel may proceed to hear and determine the matter only upon the Appellant's attendance at the Appeal hearing and/or upon Form A filed by the Appellant and the Reply, if any, filed by the Respondent.</p> <p>Section 18 – Notice of Appeal</p> <p>18.01 The Executive Director shall notify the</p>		

Current Wording	Proposed Wording	Rationale
<p>Arbitration Panel Chair that the Arbitrators' award is being appealed, and upon receiving such notification the Arbitration Panel Chair shall send the Record of the Arbitration Proceedings, as described in Section 19.01, to the Executive Director.</p> <p>Section 19 – Record of Arbitration Proceedings</p> <p>19.01 For purposes of Section 18 of this Article, the Record of the Arbitration Proceedings shall include the following, as it relates to the particular Arbitration being appealed:</p> <ul style="list-style-type: none"> <li>a) the Claim;</li> <li>b) the Defence;</li> <li>c) all notices sent to the Claimant or Defendant by the Chief Executive Officer;</li> <li>d) any transcript or other summary of the Arbitration Panel hearing, including any tape recordings;</li> <li>e) all exhibits entered in evidence at the Arbitration Panel hearing; and</li> <li>f) the award of the Arbitrators (together with reasons for same).</li> </ul>		

Current Wording	Proposed Wording	Rationale
<p>Section 20 – Notice of Appeal Hearing</p> <p>20.01 The Executive Director shall notify the Appellant and Respondent, in writing, of the date, time and place that the Appeal is to be heard, it being agreed that such a date may not be sooner than thirty (30) days from the date that the Executive Director first received an Appeal as set out in Section 16 of this Article.</p> <p>Section 21 – Legal Counsel</p> <p>21.01 At an Appeal, the Appellant and Respondent may be represented by a lawyer or by a Broker or Salesperson who is a Member of the Association. The OREA Appeal Panel may retain legal counsel to sit at the Appeal hearing and advise the OREA Appeal Panel on any and all matters of law, but he shall not take part in the deliberation or decision of the OREA Appeal Panel.</p> <p>21.02 Where an Appellant or Respondent is to be represented by a lawyer it shall so notify, in writing, the other party and the Executive Director, such notice to be received by the Executive Director and the other party at least five (5) days prior to the date set for hearing the Appeal.</p>		

Current Wording	Proposed Wording	Rationale
<p>Section 22 – Selection of OREA Appeal Panel</p> <p>22.01 There shall be an OREA Appeal Panel of at least twenty (20) Members of OREA who are Brokers. 22.02 The Executive Director shall have full authority to appoint members to the OREA Appeal Panel and may fill any vacancies as they may occur.</p> <p>22.03 Where the Executive Director receives an Appeal as set out in Section 16 of this Article, he shall appoint three (3) Members of the OREA Appeal Panel under the Bylaw of OREA to hear, process, decide and otherwise dispose of the Appeal.</p> <p>Section 23 – Nature of Appeal Hearing</p> <p>23.01 Both the Appellant and Respondent shall be given full opportunity to present both oral and written arguments.</p> <p>23.02 At an Appeal hearing neither the Appellant nor the Respondent shall be allowed to present any new evidence since the Appeal is to be decided solely on the evidence as set out in the Record of the Arbitration Proceedings as described in Section 19 of this Article.</p> <p>23.03 An Appeal shall only be with respect to</p>		

Current Wording	Proposed Wording	Rationale
<p>the question of whether or not the Arbitration Panel had the jurisdiction to make its award or whether or not there was a denial of natural justice.</p> <p>Section 24 – Powers of OREA Appeal Panel</p> <p>24.01 Subject to the provisions of Section 23 and Section 12.02 of this Article, the OREA Appeal Panel of three (3) members appointed as per Section 22 of this Article shall possess all of the powers of arbitrators under the Arbitration Act.</p> <p>Section 25 – Qualifications of OREA Appeal Panel</p> <p>25.01 No person may serve on the OREA Appeal Panel as appointed under Section 22.03 of this Article where:</p> <p>a) he has, either directly or indirectly, any personal or financial interest in either of the parties to the Appeal;</p> <p>b) he is related by either blood or marriage to the Appellant or the Respondent or to any officer, director, shareholder, partner or employee of either the Appellant or Respondent; or</p>		

Current Wording	Proposed Wording	Rationale
<p>c) there is any other bias.</p> <p>Section 26 – OREA Appeal Panel Award</p> <p>26.01 The OREA Appeal Panel appointed under Section 22.03 of this Article may:</p> <p>a) dismiss the Appeal;</p> <p>b) grant the Appeal;</p> <p>c) i) order that the filing fee paid to OREA or any portion of it be retained by OREA to cover its costs in handling the Appeal;</p> <p>ii) order that all or part of the filing fee paid to OREA be returned to the Appellant; and/or</p> <p>iii) order that the Respondent reimburse the Appellant in an amount equal to all or any part of the filing fee paid by the Appellant to OREA; and/or</p> <p>d) amend the decision of the Arbitration Panel as the OREA Appeal Panel deems appropriate; and/or</p> <p>e) remit the subject matter of the Appeal back to the Arbitration Committee for a new Arbitration hearing in whole or in part, and at the OREA Appeal Panel's discretion, by a differently constituted Arbitration Panel.</p>		



Current Wording	Proposed Wording	Rationale
<p>26.02 The OREA Appeal Panel award shall be in writing, shall contain the reasons for the award, shall be signed by the Members of the OREA Appeal Panel or the Chair, and shall be forwarded to the Executive Director.</p> <p>26.03 The Executive Director shall forward a copy of the OREA Appeal Panel award to the Appellant and Respondent immediately after he has received it.</p> <p>Section 27 – Indemnity</p> <p>27.01 No Member of the Association may prefer charges or sue for damages any agent or employee of the Association or OREA, or any Arbitrator or member of the Appeal Panel of OREA, for any reason, for what they did or failed to do in the administration of the provisions of this Article, and this Section is hereby confirmed as an absolute defence against such charges or suit, and each Member hereby waives his right to file such charges or suit</p>		
ARTICLE 9 - PROFESSIONAL	MOVE ALL OF ARTICLE 9 TO POLICY	Process

Current Wording	Proposed Wording	Rationale
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<b>STANDARDS, DISCIPLINE AND APPEAL</b>		
<p>Section 1 – Definitions and General Provisions</p> <p>1.01 For the purposes of the Article:</p> <p>a) “Allegation Statement” shall mean a written statement containing the specific allegations of misconduct of the Respondent, as prepared by the Professional Standards Committee.</p> <p>b) “Appeal” is further described in Section 17 of this Article.</p> <p>c) “Appeal Hearing” is further described in Section 19 of this Article.</p> <p>d) “Appeal Panel” shall have the meaning prescribed thereto in Section 18.01 of this Article, and shall include any Past-Chair or Director of a Signatory Board appointed by the Chair of this Association to hear an Appeal.</p> <p>e) “Appellant” is the term to describe the Respondent once he has filed an Appeal of the decision of the Discipline Hearing Panel.</p> <p>f) “Basic MLS Rules” shall mean the rules contained in sections 2.01, 2.09 2.11 2.12</p>		

Current Wording	Proposed Wording	Rationale
<p>2.14 2.153.01, 3.02, 4.01, 4.02 6.01, 6.02, 7.01, 7.02, 8.02, 8.03 8.04, 9.01, and 10.01, 10.02, 10.03, and 10.04 of the Association's MLS® rules and regulations and Section 10.03 of the MLS® policy –added March 4, 2009 – effective May 1, 2009). The Board of Directors may, from time to time, amend, add to, or delete from this list of Basic MLS Rules, without the requirement of a by-law change, but with notice of such amendment, addition or deletion to be provided to the Members through an Association publication (whether in paper or electronic format), prior to the amendment, addition or deletion taking effect. – revised November 7, 2007 (as per the Directors) to conform with the new MLS® Rules and Regulations</p> <p>g) “Chief Executive Officer” means the Chief Executive Officer of the Ontario Real Estate Association or his/her appointed nominee.</p> <p>h) “Discipline Hearing” shall mean a hearing held by the Discipline Hearing Panel using the procedures as set out in Sections 11 through 15 of this Article.</p> <p>i) “Discipline Hearing Panel” shall have the meaning prescribed thereto in Section 12.01 of this Article, and shall include any member</p>		

Current Wording	Proposed Wording	Rationale
<p>of the Discipline Committee of a Signatory Board appointed to conduct a Discipline Hearing.</p> <p>j) “FAST Allegation Statement” shall mean a written statement prepared by the Professional Standards Committee containing the specific allegations of misconduct of the Respondent regarding alleged Basic MLS Rule infraction(s), and setting out a fine for such alleged infraction(s), all as further described in sections 7.04 and 8.02.</p> <p>k) “PSC Sub-Committee” shall have the meaning prescribed thereto in Section 2.03 of this Article.</p> <p>l) “Referral Document” shall mean the document which shall be forwarded to the Discipline Hearing Panel instead of either the Allegation Statement or the FAST Allegation Statement, as further described in sections 7.04 and 8.02.</p> <p>m) “Reply” shall mean the written statement of the Respondent filed in response to an Allegation Statement or to a FAST Allegation Statement, if the Respondent chooses not to pay the fine.</p> <p>n) “Researcher” shall mean a member of the</p>		

Current Wording	Proposed Wording	Rationale
<p>Professional Standards Committee appointed to carry out the research concerning the complaint of misconduct against a Member and in most instances shall also mean the person appointed to present the case of the Professional Standards Committee before the Discipline Hearing Panel.</p> <p>o) “Respondent” shall mean the Member of the Association who is in receipt of an Allegation</p> <p>Statement or a FAST Allegation Statement.</p> <p>p) “Signatory Board” shall mean any Real Estate Association who has signed the Co-operative Discipline Agreement which is on file at the Association Office.</p> <p>1.02 In this Article, all letters, notices or other documents required to be forwarded to a Member by the Chief Executive Officer, or the Professional Standards Committee Chair, the Discipline Committee Chair, or on behalf of the Professional Standards Committee, the Discipline Committee, or the Appeal Panel shall be forwarded either by personal delivery (or courier) or registered mail. Any letter, notice or other document so forwarded shall be conclusively deemed to be received in accordance with the provisions of Article 1 –</p>		

Current Wording	Proposed Wording	Rationale
<p>Section 6.01.</p> <p>1.03 The provisions of this Article apply to all Members.</p> <p>1.04 If a Member against whom a complaint has been made resigns his membership in the Association or is terminated from the Association, for any reason, at any time before a discipline decision is rendered by a Discipline Hearing Panel, the Professional Standards Committee may, at its sole and unfettered discretion either:</p> <p>a) hold the complaint and the professional standards and discipline process in abeyance until such time as the Member re-joins the Association, at which time the Professional Standards Committee may re-start the process from the point when the Member left the Association; or</p> <p>b) with the complainant's consent (which does not have to be in writing), forward the complaint to any other real estate board which the Member joins after leaving the Association, and such other real estate board may process the complaint, starting at the beginning of the professional standards and discipline process.</p>		

Current Wording	Proposed Wording	Rationale
<p>Section 2 – Composition of Professional Standards Committee and PSC Sub-Committee</p> <p>2.01 The composition of the Professional Standards Committee is outlined in the Terms of Reference in General Policies.</p> <p>2.03 The PSC Sub-Committee shall consist of any (3) three Members of the Professional Standards Committee, chosen on a rotating basis, per meeting of the PSC Sub-Committee. The Chair of the Professional Standards Committee shall appoint one of the PSC Sub-Committee Members as Chair of the PSC SubCommittee for that particular PSC Sub-Committee meeting.</p> <p>Section 3 – Jurisdiction</p> <p>3.01 The Professional Standards Committee may, either on its own initiative or upon receipt of a written complaint from any source whatsoever, and after complying with the provisions of Section 4 of this Article, proceed to research the conduct of any Member of the Association and proceed to take any action as prescribed in this Article 9 or in furtherance of its mandate and obligations as set out in this</p>		

Current Wording	Proposed Wording	Rationale
<p>Article 9.</p> <p>3.02 At any time after having received a complaint or having proceeded on its own initiative, the Committee may in its sole and absolute discretion decide that no further action should be taken in respect of the matter under research and such decision shall not be subject to review or Appeal.</p> <p>Section 4 – Handling of Complaints</p> <p>4.01 Where the Chief Executive Officer receives a written complaint concerning any alleged breach of this Bylaw or some other apparent misconduct by a Member, or if the Professional Standards Committee has a self-initiated complaint, such complaint shall first be forwarded to the attention of the PSC Sub-Committee, and a copy of same shall also be sent forthwith to the Member against whom the complaint was made. However, if a written complaint has already been reviewed by RECO and RECO has advised the complainant to deal with the Association, or if the complaint has been forwarded or returned to the Association by RECO, such complaint shall not be forwarded to the PSC Sub-Committee, but shall be forwarded directly to the Professional Standards Committee in</p>		



Current Wording	Proposed Wording	Rationale
<p>accordance with Section 5.01.</p> <p>4.02 Within two (2) weeks of receipt of the written complaint by the Association, the PSC Sub-Committee shall determine the jurisdiction of the complaint and decide whether the complaint should be:</p> <p>a) forwarded to RECO;</p> <p>b) forwarded to the Professional Standards Committee, to be dealt with in accordance with the provisions of this Article 9;</p> <p>c) both a) and b) above; or</p> <p>d) neither of a) or b) above, and such decision shall not be subject to review or appeal.</p> <p>4.03 The PSC Sub-Committee shall make the decision required by Section 4.02 in its sole and absolute discretion, based upon a review of the complaint; a comparison of the RECO Code and the CREA Code; and a review of the Association's Bylaw. Whenever the complaint appears to involve conduct that may be a breach of the RECO Code it shall be forwarded to RECO, although under certain circumstances, all or part of the complaint may also be forwarded to the Professional Standards Committee.</p>		

Current Wording	Proposed Wording	Rationale
<p>4.04 Once the PSC Sub-Committee has made the decision required by Section 4.02, it shall advise the complainant, the Member, and if applicable, RECO of such decision. Within (7) seven days of the PSC Sub-Committee's decision, the complaint will be forwarded in accordance with such decision.</p> <p>4.05 If all or part of a complaint has been forwarded to RECO and has not been forwarded to the Professional Standards Committee, the Professional Standards and Discipline Committees shall have no further jurisdiction to deal with that part of the complaint which has been forwarded to it. However, if a complaint, which was forwarded to RECO, is returned by RECO, advising that the Association should deal with it, the complainant and the Member will be so advised and the complaint will be dealt with in accordance with the provisions of this Article.</p> <p>4.06 If all or part of a complaint has been forwarded to RECO and has also been forwarded to the Professional Standards Committee, the Professional Standards Committee shall deal with its part of the complaint in accordance with the provisions of this Article. If RECO asks the Association to</p>		

Current Wording	Proposed Wording	Rationale
<p>defer its investigation and/or discipline process, the Association will do so, in which case the complainant and the Member will be so advised; any materials gathered by the Professional Standards Committee will be forwarded to RECO, if RECO so requests; and the Professional Standards and Discipline Committees shall have no further jurisdiction to deal with the complaint.</p> <p>Section 5 – Powers of Researcher</p> <p>5.01 Where: a) the PSC Sub-Committee has forwarded all or part of a complaint to the Professional Standards Committee;</p> <p>b) RECO has asked a complainant to deal with the Association; or</p> <p>c) RECO has forwarded or returned all or part of the complaint to the Association;</p> <p>the Chair of the Professional Standards Committee shall appoint a Researcher to examine and determine the validity of the complaint, and the complainant and the Member shall be so advised.</p> <p>5.02 In the process of carrying out his research, the Researcher shall have the power to require any Member to produce,</p>		

Current Wording	Proposed Wording	Rationale
<p>subject to any legal objection, all records, documents and writings or other things within the possession of the Member that may be required as part of the Research.</p> <p>5.03 Where a Member fails or refuses to produce the documents and records when requested by the Researcher, such failure or refusal shall be deemed to be a breach of this Bylaw and dealt with by the Professional Standards Committee in accordance with the provisions of this Article.</p> <p>Section 6 – Report of Researcher</p> <p>6.01 Upon completion of his Research, the Researcher shall file a written report with the Chair of the Professional Standards Committee and attach thereto copies of all records, documents or writings he has obtained in the course of his Research. The report shall be considered confidential and not subject to access by any person who is not a member of this Committee.</p> <p>Section 7 – Review and Disposition of Research</p> <p>7.01 Upon receipt and review of the report of the Researcher, the Professional Standards Committee shall determine whether the</p>		

Current Wording	Proposed Wording	Rationale
<p>information in the report shows that the complaint relates to:</p> <ul style="list-style-type: none"> <li>a) an alleged infraction(s) of any of the Basic MLS Rules; or</li> <li>b) an alleged infraction(s) of something other than the Basic MLS Rules, which is within the Association's jurisdiction; or</li> <li>c) a matter which is not within the Association's jurisdiction.</li> </ul> <p>7.02 If the Professional Standards Committee determines that Section 7.01a) applies to the complaint, it shall further</p> <ul style="list-style-type: none"> <li>a) ascertain whether the Member has been fined or otherwise disciplined two or more times for breaches of the same Basic MLS Rule (as the currently alleged infraction) that occurred within the twelve-month period immediately preceding the occurrence of the current alleged infraction;</li> <li>b) ascertain whether the Member has been fined or otherwise disciplined four or more times for breaches of any of the Basic MLS Rules that occurred within the twelve-month period immediately preceding the occurrence of the current alleged infraction; and</li> </ul>		

Current Wording	Proposed Wording	Rationale
<p>c) determine whether the alleged misconduct and/or consequences described in the report of the Researcher are serious, even though the alleged infraction involves Basic MLS Rules.</p> <p>The Professional Standards Committee shall be provided with statistics regarding a Member's past infractions of the Basic MLS Rules that occurred in the twelve-month period immediately preceding the occurrence of the current alleged infraction in order that the Professional Standards Committee can make the determinations required to be made in this section 7.02 and in sections 7.03, 7.04 and 8.03.</p> <p>7.03 If the Professional Standards Committee determines that:</p> <p>a) section 7.01 b) or any or all of the paragraph(s) in section 7.02 applies to the complaint; and</p> <p>b) there is sufficient evidence to support a charge(s), it shall prepare an Allegation Statement.</p> <p>5.04If the Professional Standards Committee determines that:</p>		

Current Wording	Proposed Wording	Rationale
<p>a) section 7.01 a) applies to the complaint; and</p> <p>b) none of the paragraphs in section 7.02 applies to the complaint; and</p> <p>c) there is sufficient evidence to support a charge(s), it shall prepare an Allegation Statement.</p> <p>5.05If the Professional Standards Committee determines that:</p> <p>a) section 7.01 c) applies to the complaint; or</p> <p>b) either section 7.01 a) or b) applies to the complaint but there is not sufficient evidence to support a charge(s) it shall take no further action in respect of the complaint and close its file on the matter.</p> <p>7.06 All of the determinations made by the Professional Standards Committee in this section 7 shall be made in its sole and absolute discretion and shall not be subject to review or appeal.</p> <p>Section 8 – Allegation Statement and FAST Allegation Statement</p> <p>8.01 Where the Professional Standards</p>		

Current Wording	Proposed Wording	Rationale
<p>Committee determines to prepare an Allegation Statement, it shall set out the specific misconduct or omission which the Member is alleged to have done or omitted to do and specify the particular Section(s) of the Bylaw, the Association's MLS® Rules AND Regulations, or the particular paragraph(s) of the CREA Code or the particular Article(s) of the Standards of Business Practice which the Member is alleged to have violated or not complied with.</p> <p>8.02 If section 7.04 of this Article 9 applies and the Professional Standards Committee determines to prepare a FAST Allegation Statement, it shall set out:</p> <p>a) the specific misconduct or omission which the Member is alleged to have done or omitted to do;</p> <p>b) the particular section(s) of the Basic MLS Rules which the Member is alleged to have violated or not complied with;</p> <p>c) the amount of the fine to be paid by the Member, if the Member wants the matter to be finalized at this stage, the amount of such fine as determined in accordance with section 8.03;</p>		



Current Wording	Proposed Wording	Rationale
<p>d) the date upon which such fine is to be paid, if the Member wants the matter to be finalized at this stage;</p> <p>e) a notation that if the fine is not received by the specified date (whether or not a Reply is received), the Member shall be deemed to have asked that the matter not be finalized at this stage and the process will continue in accordance with this Article 9; and</p> <p>f) a notation that if the Member does not want to pay the fine and wishes to have the matter proceed in accordance with this Article 9, the Member should provide a Reply by the same specified date.</p> <p>8.03 If section 7.04 of this Article 9 applies, the fine to be set out in the FAST Allegation Statement shall be:</p> <p>a) \$100.00 for the first non-compliance with a Basic MLS Rule within a twelve-month period.</p> <p>b) \$200.00 for the second non-compliance with the same Basic MLS Rule within a twelve-month period.</p> <p>The fine is to be assessed on a per same Basic MLS Rule basis [for example if the</p>		

Current Wording	Proposed Wording	Rationale
<p>FAST Allegation Statement sets out the breach of two different Basic MLS Rules, each for the first time within a twelve-month period, the fine would be \$100.00 x 2 = \$200.00.</p> <p>8.04 The Chief Executive Officer shall forward a copy of the Allegation Statement or FAST Allegation Statement to the Respondent.</p> <p>8.05 The Respondent may, within ten (10) days of receipt of the Allegation Statement deliver a Reply thereto, addressed to the Chair of the Professional Standards Committee.</p> <p>8.06 The Respondent may, within ten (10) days of receipt of a FAST Allegation Statement:</p> <p>a) pay the fine as set out in the FAST Allegation Statement and, upon receipt of such payment by the Association, the Professional Standards Committee shall close its file on the matter, subject only to the tracking of the Respondent's Basic MLS Rule infractions as described in section 7.02; or</p> <p>b) advise the Professional Standards Committee that he will not pay the fine and wishes to have the matter proceed in accordance with this Article 9 and deliver a Reply thereto, addressed to the Chair of the</p>		

Current Wording	Proposed Wording	Rationale
<p>Professional Standards Committee.</p> <p>8.07 If the Respondent does not pay the fine within ten (10) days of receipt of the FAST Allegation Statement (whether or not a Reply is delivered), the Respondent shall be deemed to have asked that the matter not be finalized at this stage and the process will continue in accordance with this Article 9. After the ten (10) day period set out in the FAST Allegation Statement, the Respondent shall have no further right to pay the fine set out in the FAST Allegation Statement. The Professional Standards Committee is under no obligation to accept payment of the fine set out in the FAST Allegation Statement at any time after the ten (10) day period set out in the FAST Allegation Statement.</p> <p>8.08 Failure of the Respondent of an Allegation Statement to deliver a Reply within the ten (10) day period shall not prevent the Professional Standards Committee from continuing with the process and making the decision on whether or not to refer the matter to a Discipline Hearing, and, if the matter is referred to a Discipline Hearing, such failure of the Respondent shall not prevent the Discipline Hearing panel from proceeding to make a determination in the matter and shall</p>		

Current Wording	Proposed Wording	Rationale
<p>also not prevent the Respondent from attending and presenting his case at the Discipline Hearing.</p> <p>8.09 Failure of the Respondent of a FAST Allegation Statement who has not paid the prescribed fine to deliver a Reply within the ten (10) day period shall not prevent the Professional Standards Committee from continuing with the process and making the decision on whether or not to refer the matter to a Discipline Hearing, and, if the matter is referred to a Discipline Hearing, such failure of the Respondent shall not prevent the Discipline Hearing panel from proceeding to make a determination in the matter and shall also not prevent the Respondent from attending and presenting his case at the Discipline Hearing.</p> <p>Section 9 – Disposition Upon Receipt of Reply</p> <p>9.01 Upon receipt and review of the Reply to either an Allegation Statement or a FAST Allegation Statement, the Professional Standards Committee may:</p> <p>a) determine that no further action be taken in respect of the complaint and declare the file closed; or</p>		

Current Wording	Proposed Wording	Rationale
<p>b) by resolution refer the matter to the Discipline Committee for a Discipline Hearing, and neither of these decisions or actions by the Professional Standards Committee shall be subject to review or appeal.</p> <p>9.02 Where the matter is referred to the Discipline Committee for a hearing, the Chair of the Professional Standards Committee may appoint the Researcher who researched the complaint to act on behalf of the Committee in presenting its case at the Discipline Hearing.</p> <p>9.03 Where the matter is referred to the Discipline Committee for a hearing, the Chief Executive Officer shall forward to the Chair of the Discipline Committee (for the Discipline Hearing Panel) the Referral Document and the Reply, if one has been received. When the Respondent is sent the notice of the discipline hearing, a copy of the Referral Document shall be enclosed with the notice of hearing.</p> <p>9.04 The Referral Document shall set out:</p> <p>a) the specific misconduct or omission which the Member is alleged to have done or omitted to do; and</p> <p>b) the particular section(s) of the By-law, the</p>		

Current Wording	Proposed Wording	Rationale
<p>Association's MLS Rules and Regulations, or the particular paragraph(s) of the CREA Code or the particular Article(s) of the Standards of Business Practice which the Member is alleged to have violated or not complied with.</p> <p>9.05 All files, documents, correspondence, reports and records pertaining to a complaint and/or investigation by the Professional Standards Committee shall be in the custody, care and control of the Chief Executive Officer on behalf of the Professional Standards Committee and shall be considered confidential and not subject to access by any persons except as those files, documents, correspondence, reports and records may be disclosed by the Professional Standards Committee in relation to the Discipline Hearing and subsequent appeals, or if requested by RECO.</p> <p>Section 10 – Discipline Committee</p> <p>The composition of the Discipline Committee is outlined in the Terms of Reference in General Policies.</p> <p>Section 11 – Jurisdiction of Discipline Committee</p> <p>11.01 The Discipline Committee may:</p>		

Current Wording	Proposed Wording	Rationale
<p>a) upon referral of a matter by the Professional Standards Committee, hold a hearing to determine if the Respondent has engaged in the conduct as set out in the Referral Document; and/or</p> <p>b) discipline any Member as is hereinafter provided.</p> <p>Section 12 – Procedural Matters</p> <p>12.01 The Chair of the Discipline Committee shall appoint a Discipline Hearing Panel consisting of three (3) members of the Discipline Committee to conduct a Discipline Hearing, one of whom he shall appoint as the Discipline Hearing Panel Chair.</p> <p>Where the Chair of the Discipline Committee is not able to find three (3) members of the Discipline Committee who are eligible to serve on a particular Discipline Hearing Panel, he may contact the Discipline Committee Chair of any Signatory Board and request that members of that Signatory Board's Discipline Committee serve on the Discipline Hearing Panel and the Panelists so chosen shall constitute all or a part of the Discipline Hearing Panel for that particular Discipline Hearing.</p>		

Current Wording	Proposed Wording	Rationale
<p>12.02 The Discipline Hearing Panel Chair shall determine a date for the Discipline Hearing and direct the Chief Executive Officer to notify, in writing, the Respondent and the Researcher of the date set for the Discipline Hearing. Such notice shall be forwarded to each party at least twenty (20) days prior to the date of the Discipline Hearing.</p> <p>12.03 At the Discipline Hearing, the parties may be represented by a lawyer or a Member of the Association who is either a Broker or Salesperson, provided that the Respondent may not be represented by a Member who is a member of the Professional Standards Committee or the Discipline Committee, and further provided that if either party is to be represented by a lawyer they shall notify, in writing, the other party and the Discipline Hearing Panel Chair, such notice to be received by the other party and the Discipline Hearing Panel Chair at least five (5) days before the date set for the Discipline Hearing. The Discipline Hearing Panel may retain legal counsel to sit at the Discipline Hearing and advise the Discipline Hearing Panel on any and all matters of law or procedure, but he shall not take part in any deliberation or decision of the Discipline Hearing Panel.</p>		



Current Wording	Proposed Wording	Rationale
<p>12.04 On the date set for the Discipline Hearing, the Discipline Hearing Panel shall proceed to hear and determine the matters contained in the Referral Document, and the failure of the Respondent to attend the Discipline Hearing shall not prevent the Discipline Hearing Panel from proceeding to make such a determination.</p> <p>12.05 The members of the Discipline Hearing Panel may:</p> <ul style="list-style-type: none"> <li>a) adjourn any Discipline Hearing from time to time</li> <li>b) proceed in such manner as it deems proper and without being bound by the rules of evidence or other legal rules, provided that it shall consider the best evidence available;</li> <li>c) receive evidence under oath; or</li> <li>d) use any acceptable method of recording the Discipline Hearing, including but not limited to audio or video tape, recording secretary or stenographer.</li> </ul> <p>12.06 The parties to the Discipline Hearing shall have the right to call, as a witness, anyone who may have knowledge of the facts</p>		

Current Wording	Proposed Wording	Rationale
<p>concerning the matter in question, whether or not that person is a Member of the Association.</p> <p>Section 13 – Documents</p> <p>13.01 The Chief Executive Officer shall cause all documents, files, correspondence, reports and records introduced as evidence at a Discipline Hearing, to be kept in the custody of the Discipline Hearing Panel until any Appeal from a decision of the Discipline Hearing Panel has been disposed of. All evidence, tapes and records pertaining to a Discipline Hearing or a subsequent Appeal shall be in the custody, care and control of the Chief Executive Officer on behalf of the Discipline Committee and shall be considered confidential and not subject to access by any person except as those documents, files, reports, correspondence and records may be disclosed in relation to the Discipline Hearing and subsequent Appeals, or if requested by RECO.</p> <p>Section 14 – Decision of the Discipline Hearing Panel</p> <p>14.01 The decision of a majority of the members of the Discipline Hearing Panel shall be deemed to be the decision of the Discipline</p>		

Current Wording	Proposed Wording	Rationale
<p>Hearing Panel, but if there is no majority, the decision of the Chair of the Discipline Hearing Panel shall govern.</p> <p>14.02 The decision of the Discipline Hearing Panel shall:</p> <ul style="list-style-type: none"> <li>a) be in writing, and shall contain the reasons for the decision;</li> <li>b) be signed by the Discipline Hearing Panel Chair thereof; and</li> <li>c) specify the penalty imposed.</li> </ul> <p>Section 15 – Decisions and Penalties</p> <p>15.01 The Discipline Hearing Panel in its decision may:</p> <ul style="list-style-type: none"> <li>a) find the Respondent has not engaged in the conduct set out in the Referral Document;</li> <li>b) upon finding the Respondent has engaged in the conduct set out in the Referral Document, impose one or more of the following penalties: <ul style="list-style-type: none"> <li>(i) a reprimand;</li> <li>(ii) a suspension of Association membership</li> </ul> </li> </ul>		

Current Wording	Proposed Wording	Rationale
<p>privileges as defined by the Discipline Hearing Panel in its decision, or from using any one or more of the Association's facilities or services as set out by the Discipline Hearing Panel, or both, for such period of time as the Discipline Hearing Panel deems appropriate;</p> <p>(i) a fine of not less than Five Hundred Dollars (\$500.00), nor more than Thirty Thousand Dollars (\$30,000);</p> <p>(iv) the costs of the Discipline Hearing;</p> <p>(v) expulsion from membership in the Association; and/or</p> <p>(vi) order that the Respondent attend and successfully complete any courses of an educational nature as may be available through the Association and/or OREA, including the passing of any examinations pertaining to these courses.</p> <p>15.01 A copy of the Discipline Hearing Panel decision shall immediately be given to the Chief Executive Officer who shall forward</p>		

Current Wording	Proposed Wording	Rationale
<p>same to the parties to the Discipline Hearing, being, the Chair of the Professional Standards Committee, and the Respondent.</p> <p>15.03 For the purpose of this Article, the “Discipline Compliance Date” for each Discipline Hearing shall be determined as follows:</p> <p>a) If no Appeal is commenced in accordance with the terms of this Article, or if an Appeal is commenced but the Respondent discontinues the Appeal or resigns membership in the Association, the Discipline Compliance Date is the date which is the earlier of either:</p> <p>i) the date upon which the penalty is to be paid or performed according to the decision of the Discipline Hearing Panel; or</p> <p>ii) if the Discipline Hearing Panel does not set a specific date for the payment or performance of the penalty in its decision, thirty (30) days from the date upon which the Discipline Hearing Panel decision is forwarded to the Respondent.</p> <p>b) If an Appeal is commenced and continued in accordance with the terms of this Article, the Discipline Compliance Date is the date which</p>		

Current Wording	Proposed Wording	Rationale
<p>is the earlier of either:</p> <p>i) the date upon which the penalty is to be paid or performed according to the Appeal Decision (which may be an amendment or confirmation of the date for penalty set by the Discipline Hearing Panel or a new date set by the Appeal Panel); or</p> <p>ii) if the Appeal Panel does not set a specific date for the payment or performance of the penalty in its decision, thirty (3) days from the date upon which such Appeal decision is forwarded to the Respondent.</p> <p>c) If an appeal to OREA is commenced and continued in accordance with the terms of this Article, the Discipline Compliance Date is determined in accordance with paragraph b) above with the substitution of the words “OREA Appeal Panel” for the words “Appeal Panel”.</p> <p>15.04 If the Respondent fails to comply with a discipline decision by the Discipline Compliance Date, as determined in accordance with Section 15.03, the Board of Directors may, at any subsequent meeting of the Board of Directors, and without further proceedings, expel the Member from membership in the Association or suspend the</p>		

Current Wording	Proposed Wording	Rationale
<p>Respondent's membership in the Association for such period as the Board of Directors may in its sole discretion determine. The Chief Executive Officer shall advise CREA and the Registrar of such termination within thirty (30) days of such termination.</p> <p>Section 16 – Publishing the Decision</p> <p>16.01 a) Where an Appeal is not filed as hereinafter set out, the decision of the Discipline Hearing Panel may be communicated to all Members of the Association, without revealing the name or any other information which may reveal the identity of the Respondent.</p> <p>b) When the applicable appeal periods have expired without an appeal being commenced; when appeal rights have been extinguished; or when the applicable appeals have either been completed, or discontinued, the Association may advise the person who made the complaint of the general outcome of the Discipline Hearing and, if applicable, which sections of the CREA Code or Bylaw the Respondent was found to have breached.</p> <p>Section 17 – Appeal of Discipline Hearing Decision</p>		

Current Wording	Proposed Wording	Rationale
<p>17.01 An Appeal of the decision of the Discipline Hearing Panel may be filed by the Respondent within thirty (30) days from the date upon which the Discipline Hearing Panel decision is forwarded to him. The Appeal is to be in writing addressed to the Board of Directors, and delivered to the Chief Executive Officer.</p> <p>17.02 The Appeal may be from a finding that the Respondent (now called the Appellant) engaged in the conduct set out in the Referral Document or from the penalty imposed, or both.</p> <p>17.03 The Appeal shall be accompanied by a filing fee, in cash or by certified cheque, in an amount of Five Hundred Dollars (\$500.00).</p> <p>17.04 The Appeal shall contain a brief and concise statement of the grounds for Appeal (hereinafter referred to as the Appellant's Statement).</p> <p>17.05 The Appeal shall not be processed, dealt with or heard if the Appellant's Statement is not filed within the thirty (30) day period set out in Section 17.01 hereof, or if the filing fee is not delivered within the same thirty (30) day period.</p>		



Current Wording	Proposed Wording	Rationale
<p>17.06 Upon its receipt, the Chief Executive Officer shall forward the Appellant's Statement to the Chair of the Professional Standards Committee. The Professional Standards Committee may file a statement in reply to the Appellant's Statement, and if it chooses to file such a statement in reply, it must do so within fifteen (15) days of receipt of the Appellant's Statement. Such reply is to be in writing addressed to the Board of Directors, and forwarded to the Chief Executive Officer.</p> <p>17.07 Upon receipt of the Professional Standards Committee's reply to the Appellant's Statement, the Chief Executive Officer shall forward a copy of same to the Appellant.</p> <p>17.08 If the Respondent (now called the Appellant), for any reason, resigns his membership in the Association either during the period of time during which he may file an Appeal in accordance with Section 17.01 or at any time during the Appeal process described in this Article, the Respondent/Appellant shall be deemed to have waived all his rights of Appeal provided for in this Article. All of the Respondent's/Appellant's rights of Appeal</p>		

Current Wording	Proposed Wording	Rationale
<p>provided for in this Article shall automatically be extinguished upon the Respondent's/Appellant's resignation of membership in the Association and the decision of the Discipline Hearing Panel shall be final and binding with no further rights of Appeal. Upon the extinguishing of the Appeal rights, any filing fee paid by the resigning Respondent/Appellant, relating only to the Appeal, shall be refunded to such resigning Respondent/Appellant. The extinguished Appeal rights and Appeal process cannot be reopened upon the Respondent/Appellant re-joining the Association.</p> <p>Section 18 – Composition of Appeal Panel</p> <p>18.01 The Appeal Panel shall consist of three (3 Members who must be either a Broker or Salesperson who are either on the Board of Directors or who are Past-Chair of the Association (including a Chair, who shall be the Chair, or one of the Appeal Panelists appointed by the Chair) all of whom are not members of either the Professional Standards or Discipline Committees.</p> <p>Where the Chair is not able to find three Directors of the Association or three Past-Chairs of the Association (or a combination of</p>		

Current Wording	Proposed Wording	Rationale
<p>both) who are eligible to serve on a particular Appeal Panel, he may contact the Chair of any Signatory Board and request that Directors or Past-Chairs of that Signatory Board serve on the Appeal Panel and the Panelists so chosen shall constitute all or part of the Appeal Panel for that particular Appeal Hearing.</p> <p>Section 19 – Nature of Appeal Hearing</p> <p>19.01 Neither the Appellant nor the Professional Standards Committee shall be allowed to call any new evidence since the Appeal is to be decided solely on the evidence as contained in the Record of the Discipline Hearing as described in Section 20 of this Article.</p> <p>19.02 An Appeal shall only be with respect to the question of whether or not the Discipline Hearing Panel had the jurisdiction to make its decision or whether or not there was a denial of natural justice.</p> <p>Section 20 – Record of the Discipline Hearing</p> <p>20.01 For purposes of this Article, the Record of the Discipline Hearing shall include the following:</p> <p>a) the written Referral Document;</p>		

Current Wording	Proposed Wording	Rationale
<p>b) the written Reply, if any;</p> <p>c) all notices sent to the parties by the Professional Standards and Discipline Committees;</p> <p>d) any transcript or other summary of the evidence of the proceedings of the Discipline Hearing Panel, including any tape recordings of those proceedings;</p> <p>e) all exhibits entered into evidence at the Discipline Hearing; and</p> <p>f) the decision of the Discipline Hearing Panel.</p> <p>Section 21 – Appeal Hearing</p> <p>21.01 After the Professional Standards Committee’s reply to the Appellant’s Statement has been received by the Chief Executive Officer and forwarded to the Appellant, or if no such reply is received by the Chief Executive Officer, after the time period for the filing of the Professional Standards Committee’s reply has elapsed, notice in writing, of the date, time and place set for the Appeal Hearing shall be forwarded to the Appellant and the Chair of the Professional Standards Committee, by the Chief Executive</p>		

Current Wording	Proposed Wording	Rationale
<p>Officer, at least twenty (20) days prior to the date of the Appeal Hearing.</p> <p>21.02 Where the Appellant fails to appear at the Appeal Hearing, the Appeal shall be dismissed and there shall be no further rights to appeal pursuant to this Article. However, failure of a representative of the Professional Standards Committee to appear at the Appeal Hearing does not mean that the Appeal will automatically be allowed, the onus being on the Appellant to prove his grounds for Appeal.</p> <p>21.03 At the Appeal Hearing, the Appellant may be represented by a lawyer or a Member of the Association who is a Broker or a Salesperson. The Professional Standards Committee may be represented by the Researcher, another Member of the Association who is a Broker or a Salesperson or by a lawyer. The Appellant, may not, however be represented by a Member who is a member of the Professional Standards Committee or the Discipline Committee. Further provided that if either party is to be represented by a lawyer it shall notify, in writing, the other party and the Appeal Panel Chair, such notice to be received by the other party and the Appeal Panel Chair at least five (5) days before the date set for the Appeal</p>		

Current Wording	Proposed Wording	Rationale
<p>Hearing. The Appeal Panel may retain legal counsel to sit at the Appeal Hearing and advise the Appeal Panel on any and all matters of law or procedure, but he shall not take part in any deliberation or decision of the Appeal Panel.</p> <p>Section 22 – Disposition of Appeal</p> <p>22.01 The Appeal Panel, by its decision may:</p> <ul style="list-style-type: none"> <li>a) dismiss the Appeal;</li> <li>b) grant the Appeal;</li> <li>c) amend the decision of the Discipline Hearing Panel as the Appeal Panel deems appropriate;</li> <li>d) remit the matter back to the Discipline Committee for a new Discipline Hearing in whole or in part, and at their discretion by a differently constituted Discipline Hearing Panel;</li> <li>e) impose any of the penalties as set out in Sub-Section 15.01 of this Article; and/or</li> <li>f) direct the disposition of the Appeal filing fee.</li> </ul> <p>22.02 The decision of the majority of the members of the Appeal Panel shall be</p>		

Current Wording	Proposed Wording	Rationale
<p>deemed to be the decision of the Appeal Panel, but if there is no majority, the decision of the Chair shall govern.</p> <p>22.03 The decision of the Appeal Panel shall:</p> <ul style="list-style-type: none"> <li>a) be in writing, and shall contain reasons for the decision;</li> <li>b) be signed by the Members of the Appeal Panel or the Chair of that Panel; and</li> <li>c) set out the disposition of the Appeal.</li> </ul> <p>Section 23 – Notification of Decision</p> <p>23.01 A copy of the decision of the Appeal Panel shall be forwarded to the Appellant and to the Chair of the Professional Standards Committee, by the Chief Executive Officer, immediately upon the Chief Executive Officer receiving it.</p> <p>23.02 Subject to a further appeal being filed in accordance with Section 24 of this Article, and disposed of as provided for in that Section, the decision of the Appeal Panel shall be final and binding, and may be communicated to the Members of the Association, without revealing the name or any other information which would identify the Appellant (except in the</p>		

Current Wording	Proposed Wording	Rationale
<p>case of expulsion from or suspension of membership, in which case the Association may note in its communications to its Members that the Appellant has been expelled or suspended from Membership for a certain period of time).</p> <p>Section 24 – Appeal to OREA</p> <p>24.01 a) Any dispute, between a Member and the Association which relates to the enforceability of any decision of a Discipline Hearing Panel under Article 9 of this Bylaw (provided that such decision has been appealed as allowed herein and further provided that the enforceability of such a decision shall be determined only on the question of whether or not the Discipline Hearing Panel had the jurisdiction to make its decision or whether there was a denial of natural justice) shall be submitted to the Executive Director of OREA in accordance with the OREA Bylaw. Notice of such appeal together with the filing fee as then prescribed by OREA shall be filed with the Executive Director of OREA within thirty (30) days of the date on which the decision of the Appeal Panel was received by the Member.</p> <p>b) If the Respondent (now called the</p>		



Current Wording	Proposed Wording	Rationale
<p>Appellant), for any reason, resigns his membership in the Association either during the period of time during which he may file an appeal in accordance with Section 24.01a) (or in accordance with the OREA Bylaw) or at any time during the appeal process described in this Section and/or in the Bylaw of OREA, the Respondent/Appellant shall be deemed to have waived all his rights of appeal provided for in this Section and/or in the Bylaw of OREA. All of the Respondent's/Appellant's rights of appeal provided for in this Section and/or in the Bylaw of OREA shall automatically be extinguished upon the Respondent's/Appellant's resignation of membership in the Association and the decision of the Discipline Hearing Panel (as confirmed or amended by the Appeal Panel as provided for in Section 22) shall be final and binding with no further rights of appeal. Upon the extinguishing of such appeal rights, any filing fee paid by the resigning Respondent/Appellant, relating only to the appeal to OREA, shall be refunded to such resigning Respondent/Appellant. The extinguished appeal rights and appeal process cannot be reopened upon the Respondent/Appellant re-joining the Association.</p>		

Current Wording	Proposed Wording	Rationale
<p>Section 25 – Indemnity</p> <p>25.01 No Member of the Association may prefer charges or sue for damages any agent or employee of the Association or any member of the Professional Standards and Discipline Committees or the Board of Directors for any reason for what they did or failed to do in the administration of the provisions of this Article and this Section is hereby confirmed as an absolute defence against such charges or suit and each Member hereby waives his right to file such charges or suit.</p>		
<b>ARTICLE 10 - GOVERNING RULES</b>	<b>DELETE</b>	
<p>Section 1 – Fiscal Year</p> <p>1.01 The fiscal year of the Association shall be the calendar year.</p>	<b>DELETE</b>	<b>Now in 1.7</b>
<p>Section 2 – Amendments</p>	<b>DELETE</b>	<b>Now in Article 2</b>

Current Wording	Proposed Wording	Rationale
<p>2.01 This Bylaw may be amended or repealed at any meeting of the Board of Directors, provided notice of proposed amendment or repeal was sent to all Directors not less than 5 days prior to such meeting.</p> <p>2.02 Any amendment or repeal of this Bylaw is not enforceable until confirmed and approved by not less than two-thirds (2/3) of the Members present entitled to vote either in person or by proxy at a duly called meeting of the Association.</p>		
<p>Section 3 – Rules and Regulations/Multiple Listing Service®</p> <p>3.01 The Directors may adopt or amend Rules and Regulations relating to the operation of the Multiple Listing Service® of the Association, provided that such are not inconsistent with this Bylaw. Such Rules and Regulations shall immediately come into force and apply to the Association and all Members</p>	DELETE	Now in Article 2
<p>Section 4 – Meetings – Order of Procedure</p> <p>4.01 Unless otherwise provided for in this Bylaw, the procedure at all meetings of the</p>	DELETE	

Current Wording	Proposed Wording	Rationale
Association shall be in accordance with the rules contained in “.Robert’s Rules of Order”.		
<p>Section 5 – Voting Shares and Securities in Other Companies</p> <p>5.01 Shares or other securities held by the Association in any company may be voted where allowed at any meeting of that company, in such manner and by such person as the Directors may by resolution determine.</p>	<b>DELETE</b>	<b>Not necessary</b>
<p>Section 6 – Distribution of Assets on Dissolution</p> <p>6.01 Upon dissolution of the Association and after payment of all its debts and liabilities, any remaining assets shall be given to such charitable or other organizations whose objects are beneficial to the community, and as may be allowed by The Corporations ACT of Ontario.</p>	<b>DELETE</b>	<b>Now in 1.16</b>
<p>Section 7 – Association Membership</p> <p>7.01 The Association shall be a Member of CREA and OREA. By virtue of such membership, all Association Members are</p>	<b>DELETE</b>	<b>Now in Article 11</b>

Current Wording	Proposed Wording	Rationale
<p>deemed to be Members of these Associations, and shall be subject to their Bylaws, rules and regulations.</p> <p>7.02 Where the membership of any Member in either CREA or OREA is terminated by either association, the membership of that Member in the Association shall be automatically terminated.</p>		
<p>Section 8 – REALTOR® Code of Ethics and Standards of Business Practice</p> <p>8.01 The Association hereby adopts the Code of Ethics and Standards of Business Practice of CREA as may be amended by CREA from time to time, and agrees to adopt such Bylaw and rules and regulations as may be necessary to enforce the provisions of same, and by this reference they are deemed to be part of this Bylaw.</p> <p>8.02 If a complainant is referred to RECO, in accordance with Section 4 of Article 9, the Board shall be deemed to have enforced the corresponding section of the REALTOR® Code.</p>	<b>DELETE</b>	<b>Now in Article 12</b>
<p>Section 9 – Trademarks</p>	<b>DELETE</b>	<b>Not Necessary</b>

Current Wording	Proposed Wording	Rationale
<p>9.01 The Directors may from time to time endorse any mark, symbol, design, device, or crest for use by the Association and/or its Members.</p> <p>9.02 Upon endorsement by the Directors, any Members may use such mark, symbol, design, device, or crest on stationary or advertising material, subject to any rules or regulations the Directors may impose regarding the use of same.</p> <p>9.03 The symbol or crest of CREA is hereby adopted and endorsed as the official crest of the Association. Terms of reference for its use shall be those adopted by CREA, which by this reference are deemed to be included in this Bylaw.</p>		
<p>Section 10 – Principles of Competition</p> <p>10.01 The Association hereby formally adopts and agrees to abide by the Principles of Competition as may be amended by CREA from time to time.</p>	<p><b>DELETE</b></p>	<p><b>Not necessary</b></p>

Current Wording	Proposed Wording	Rationale
<p>Section 11 – Interpretation</p> <p>12.01 In the Bylaw, rules and regulations, and all resolutions of the Association, the singular shall include the plural and the plural the singular; the masculine shall include the feminine, and the feminine shall include the masculine; the word “person” shall include firms and corporations. Where reference is made in the Bylaw, rules and regulations or any resolution of the Association, to any Article, Section, or any portion thereof, such reference shall be deemed to extend and apply to any amendment, re-enactment or, successor legislation as the case may be</p>	<p><b>DELETE</b></p>	<p><b>Now in 1.4</b></p>
<p>ARTICLE 11 - NOTICES</p>	<p><b>DELETE</b></p>	<p><b>Not necessary. Notice requirements are incorporated into the notice provisions for member and Board meetings.</b></p>
<p>Section 1 - Notices</p> <p>1.01 Unless otherwise specified in this By-law, any letter, notice, document or any other material (hereinafter collectively referred to as “Notices”) required or permitted to be given or forwarded by the Board or its officers, Directors, employees, representatives,</p>	<p><b>DELETE</b></p>	

Current Wording	Proposed Wording	Rationale
<p>Committees, Committee members, representatives of its Committees or Committee members, hearing or appeal panels, or representatives of its hearing or appeal panels, may be:</p> <p>f) mailed by regular or registered mail addressed to;</p> <p>g) delivered personally (or by courier) addressed to; or</p> <p>h) telecopied (faxed) addressed to, such Member at its/his address as recorded with the Board; or</p> <p>i) sent electronically (by e-mail) to the e-mail address provided by the Member for the purpose of receiving Notices from the Board to the Member.</p>		
<p>1.02 a) Notices which are telecopied (faxed) shall be deemed to have been received by the addressee on the next business day (example, if telecopied on a Friday afternoon, deemed receipt on Monday morning. If telecopied on a Wednesday morning, deemed receipt on Thursday.)</p> <p>b) Notices which are mailed by regular mail</p>	<p><b>DELETE</b></p>	



Current Wording	Proposed Wording	Rationale
<p>shall be deemed to have been received by the addressee on the fifth business day (not including the day of mailing) after mailing (example, if mailed on a Monday afternoon, deemed receipt on Monday).</p> <p>c) Notices which are mailed by registered mail, shall be deemed to have been received on the day they are actually received by the addressee according to the records of Canada Post.</p> <p>d) Notices delivered personally or by courier, shall be deemed to have been received when delivery is made to the address of the Member as recorded with the Board.</p> <p>e) Notices which are sent by e-mail shall be deemed to have been received by the addressee on the next business day (example, if sent by e-mail on a Friday afternoon, deemed receipt on Monday morning. If sent by e-mail on a Wednesday morning, deemed receipt on Thursday)</p> <p>f) For the purposes of this section, business day shall mean every day except Saturdays, Sundays and those days which are statutory holidays in the Province of Ontario.</p>		

Current Wording	Proposed Wording	Rationale
1.03 If Notices are mailed, faxed, sent by e-mail or delivered to a Member and have been returned on three consecutive occasions because such Member cannot be found, the Board need not send any further Notices to such Member until it/he informs the Board in writing of its/his new address.	<b>DELETE</b>	
	<b>ARTICLE 11 – MEMBERSHIP IN OREA, CREA AND ITSO</b>	<b>Membership in and consequences of those memberships are outlined her. As members are required to abide by ITSO policies, we have referred to that, but made it clear that the obligation is there only for so long as LSTAR belongs to ITSO</b>
	<b>11.1 Membership in OREA and CREA</b> LSTAR shall be a member of OREA and CREA, and by virtue of this membership, all Members of LSTAR are deemed to be members of OREA and CREA and shall be subject to their Bylaws, rules and regulations and policies.	

Current Wording	Proposed Wording	Rationale
	<b>11.2 Membership in ITSO</b> For so long as LSTAR is a member of ITSO, all Members of LSTAR are subject to ITSO's Bylaws, rules and policies	
	<b>ARTICLE 12-REALTOR CODE</b>	
	<b>12.1 Adoption</b> LSTAR hereby adopts CREA's REALTOR® Code, which is deemed to be part of this Bylaw.	<b>Replaces Article 10, Section 8</b>
	<b>12.2 RECO</b> If a complaint is forwarded to RECO, LSTAR shall be deemed to have enforced the corresponding section of the REALTOR Code.	
	<b>ARTICLE 13-COMPLAINTS AND ARBITRATION</b>	<b>As we have removed the arbitration and professional standards processes, it is advisable to refer to the powers of the Board so there is no</b>

Current Wording	Proposed Wording	Rationale
	<p><b>13.1 Complaints</b> Complaints received by LSTAR alleging violations of this Bylaw, the REALTOR® Code, MLS® Rules and Regulations, or other Policies and agreements affecting Members, shall be dealt with in accordance with LSTAR policy.</p> <p><b>13.2 Arbitration</b> Any dispute between Firm Members relating to the division, distribution or disposition of commission paid or to be paid shall be dealt with in accordance with LSTAR policy.</p>	<p><b>misunderstanding that that LSTAR has the power to do these things</b></p>
	<p><b>ARTICLE 14- RULES OF ORDER</b> Where not otherwise provided for in ONCA or LSTAR's Bylaws, Policies or Standing Rules, for meetings, procedural issues at all LSTAR meetings shall be determined in accordance with the latest edition of "Robert's Rules or Order".</p>	