

# RULES OF COOPERATION

*of the*

CHILLIWACK & DISTRICT REAL ESTATE BOARD,

FRASER VALLEY REAL ESTATE BOARD *and*

REAL ESTATE BOARD OF GREATER VANCOUVER

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
Revised July 17, 2023

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## SECTION 1 – DEFINITIONS

In these Rules of Cooperation:

“Assessment” means assessments, listing or sale charges or other fees payable to the Board, as established from time to time by the Board;

“Board” means the Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver, as the context requires;

“Cooperating Brokerage” means an individual, firm or corporation that is licensed as a brokerage under the *Real Estate Services Act* acting for a prospective buyer or, with a written consent of the seller, acting as a sub-agent of the Listing Brokerage;

“Internet Remarks” means the free form description of the property submitted by the Listing Brokerage, with the intended audience being the public on the Internet. Where separate Internet Remarks are not submitted by the Listing Brokerage, the Public Remarks automatically appear in the Internet description;

“Listing Brokerage” means an individual, firm or corporation that is licensed as a brokerage under the *Real Estate Services Act* authorized by the seller to list a property;

“Member” means a member of the Board;

“MLS<sup>®</sup>” means the Multiple Listing Service<sup>®</sup> System of the Board;

“MLS<sup>®</sup> Link Boards” means the Fraser Valley Real Estate Board and Real Estate Board of Greater Vancouver;

“MLS<sup>®</sup> Reciprocity” means the facility for MLS<sup>®</sup> Reciprocity Participants to show active MLS<sup>®</sup> Reciprocity Data on their MLS<sup>®</sup> Reciprocity Internet Website.

“Public Remarks” means the free form description of the property submitted by the Listing Brokerage, with the intended audience being Members and the public;

“REALTOR<sup>®</sup> Remarks” means comments submitted by the Listing Brokerage with an intended audience of Members only.

Except where the context requires otherwise, any reference in these Rules of Cooperation to a seller shall include an owner, landlord, or lessor, any reference to a buyer shall include a tenant or lessee, any reference to a listing agreement shall include a listing of property for rent, any reference to an offer to purchase shall include an offer to rent or lease, any reference to a sale or Contract of Purchase and Sale shall include a rental or tenancy agreement or lease, and any reference to completion of a sale shall include commencement of a tenancy or lease.

## SECTION 2 – COMPLIANCE

The By-laws of the Board, including the Code of Ethics and Standards of Business Practice, apply to all transactions and activities. The Rules of Cooperation are enforceable under the By-laws of the Board.

Members shall not accept instructions from a client that contradict or override the requirements of the MLS® System or the Rules of Cooperation, except as expressly permitted within these Rules of Cooperation. Failure to comply with any of the Rules of Cooperation renders the offending Member liable to discipline under the Board's By-laws and may result in the suspension of MLS® privileges.

Should any Member have any complaint or criticism about another Member concerning any transactions or activities connected with the MLS® System, such complaint or criticism must be made to the management of the office of that other Member, and where the matter of the complaint or criticism is not settled to the satisfaction of all concerned, then such complaint or criticism shall be made in writing addressed to the Executive Officer of the Board of that other Member.

All listings submitted to the MLS® System are subject to current policies and procedures of the MLS® System, as published and circulated from time to time by the Board. Members are obligated to keep currently informed of these policies and procedures.

In order to be placed on the Board's MLS® System, a listing must comply with CREA's Rules and Regulations, including the Three Pillars of the MLS® Mark and the Interpretations as approved by the CREA General Assembly. The Three Pillars of the MLS® Mark are as follows:

**Membership:** Only licensed Members (REALTORS®) may place a listing on a Board/ Association's MLS® System;

**Agency:** A listing Member must act as agent for the seller to post, amend or remove a property listing in a Board's MLS® System. The nature of any additional services to be provided by the listing Member to the seller is determined by agreement between the listing Member and the seller;

**Compensation:** The listing Member agrees to pay to the cooperating Member compensation for the cooperative selling of the property. An offer of compensation of zero is not acceptable.



## **SECTION 3 – LISTINGS**

### **3.01 Jurisdiction of MLS® System**

MLS® listings when taken come under the jurisdiction of the MLS® System as of the effective date of the listing. The responsibility for the information therein and the servicing thereof remains with the Listing Brokerage.

### **3.02 Assessments**

Assessments may be established by the Board from time to time. Such Assessments, if applicable, shall be charged to the Listing Brokerage unless payment is received in advance.

### **3.03 Standard MLS® Listing Contract**

All listings shall be contracted for on the appropriate standard MLS® Listing Contract of the Board which may not be altered or amended except as provided herein, and SHALL BE COMPLETE IN EVERY DETAIL.

An MLS® listing where the standard form MLS® Listing Contract has been altered will not be acceptable on the MLS® System except where the seller has crossed out and initialed specific provisions as follows:

- (a) MLS® Listing Contract
  - restriction of advertising of the property to the Listing Brokerage only
  - placement of “For Sale” and “Sold” signs on the property
- (b) Authority to Lease Contract
  - placement of “For Lease” and “Leased” signs on the property

### **3.04 Co-Listings**

An MLS® Listing Contract must be signed by ONE Listing Brokerage only, and instructions or changes to the listing will be accepted by the MLS® Department only from that Listing Brokerage.

### **3.05 Contact Information in Remarks**

Contact information including but not limited to names, phone numbers, email addresses and web addresses may not appear in the Public or Internet Remarks of a listing. The REALTOR® Remarks may include the name, address, telephone and/or facsimile number and/or email address of the Listing Brokerage and Members or other individuals, including the seller where the seller has directed the Listing Brokerage in writing to do so, to be contacted for more information concerning the property.

The Listing Brokerage or Member may include a direction in the Public or Internet Remarks of a listing to visit the Listing Brokerage’s or Member’s website to obtain additional information about the listing, but the nature of such additional information shall not be specified. The promotion of REALTORS® or properties not currently on the MLS® System is not otherwise permitted in free form fields.

**3.06 Accuracy of Listing Information**

It is the responsibility of every Member to provide to other Members clear, accurate and factual information concerning any listing by such Member.

Without limiting the generality of the foregoing:

- (a) Members are not permitted to copy from a previous listing of another Member, except as expressly permitted under Section 3.25 [Photographs, Pictures and Sketches] of these Rules of Cooperation; and
- (b) Members shall declare within the REALTOR® Remarks the source of measurements referenced in the listing.

IT SHALL BE THE RESPONSIBILITY OF THE LISTING BROKERAGE TO CHECK ALL LISTINGS AND AMENDMENTS OF LISTINGS AFTER THEY HAVE BEEN PUBLISHED BY THE MLS® SYSTEM AND TO ENSURE THEIR COMPLETE ACCURACY, INCLUDING COMMISSION PAYABLE TO A COOPERATING BROKERAGE.

**3.07 Property Disclosure Statement**

In the case of a residential listing contract, the Listing Brokerage must state that the seller has either completed and signed the appropriate Property Disclosure Statement, or does not wish to or is unable to do so.

Unless otherwise instructed by the seller in writing, a Listing Brokerage shall, upon request from a Cooperating Brokerage, provide a copy of the Property Disclosure Statement to the Cooperating Brokerage for its use. A copy of the Property Disclosure Statement posted to the MLS® System would satisfy the Listing Brokerage's obligation under this Rule.

**3.08 Signing Authority**

It is the responsibility of the Listing Brokerage to ensure that appropriate signatures are obtained on all documentation processed within the MLS® System.

In general, only listings signed by the registered owners will be acceptable on the MLS® System. Certain listings from other than registered owners may be processed by the MLS® Department, however, full disclosure of all pertinent details is required together with all supporting documentation. Such listings may include: entered Court Orders, registered Options, registered Rights to Purchase, or registered Agreements for Sale.

All listing contracts and any other MLS® forms involving the alteration of any material terms of the contract must contain:

- (a) the names and signatures of all registered owners. A legal Power of Attorney is acceptable in lieu of a signature, but a copy of the Power of Attorney must be filed with the MLS® Department;

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- (b) in the case of a corporate owner, the signature of a duly authorized signatory, specifying the capacity in which each such person signed;
- (c) in the case of an estate, the signature of an executor or administrator, together with a copy of Letters Probate, or Letters of Administration confirming the authority;
- (d) in the case of properties under the jurisdiction of a Receiver-Manager or Public Trustee, a properly authorized signature together with confirmation of appointment as may be required by the MLS<sup>®</sup> Department;
- (e) in the case of a court ordered sale, the signature of a person authorized under Section 3.28 of these Rules of Cooperation.

### **3.09 Minimum Listing Period**

MLS<sup>®</sup> Listing Contracts shall be for a period of NOT less than 60 days and shall bear a definite effective and final termination date. The Listing Brokerage, however, shall have the right to extend the final termination date of the contract.

### **3.10 Deadline for Submission of Listings**

Listings for data entry by the MLS<sup>®</sup> Department must be delivered to the Board within three (3) calendar days (excluding statutory holidays) after the effective date of the listing, otherwise the listing shall be deemed late and the Member may be required to resubmit the listing with a current effective date. "Listings" include documentation as required by the Board.

Listing Brokerage loaded listings must be entered within three (3) calendar days (excluding statutory holidays) after the effective date of the listing, otherwise the listing shall be deemed late. Documentation as required by the Board must be delivered to the Board office in accordance with Rule 3.11.

### **3.11 Listing Documentation**

Documentation required for listings on the MLS<sup>®</sup> System shall include the standard form MLS<sup>®</sup> Listing Contract or Authority to Lease – Commercial Contract, including Schedule "A" describing the real estate services to be provided, and any completed Irrevocable Direction Regarding Presentation of Offers form. In the case of strata MLS<sup>®</sup> listings, documentation shall also include one of the following, in accordance with Section 6.04 [Strata Properties] of these Rules of Cooperation:

- (a) proof that the strata documents defined in Section 6.04(a) have been ordered or received; or
- (b) a copy of the Seller's written instructions to the Listing Brokerage as set out in Section 6.04(c).

Where a listing is to be entered onto the MLS® System by Board staff, all of the required documentation as noted above AND the data input form must be submitted to the Board.

Where a listing is entered onto the MLS® System by the Listing Brokerage, listing documentation must not be sent to the Board unless specifically requested by the Board, in which case all requested documentation must be provided within one (1) business day.

The Privacy Notice and Consent form shall be provided to every seller and a signed receipt retained on file in the office of the Listing Brokerage, as evidence of the Listing Brokerage's efforts to comply with the *Personal Information Protection Act*. Where the seller refuses to sign, a notation to that effect, including the date the form was provided to the seller and by whom, shall be retained on file in the office of the Listing Brokerage. The Listing Brokerage shall produce any such documentation upon request by the Board. -- see also 6.06 Privacy-Protected Listings

### **3.12 Consent to Post Documents to the MLS® System**

All Members are responsible for ensuring that prior to posting any documents to the MLS® System, they have secured all the necessary consents to that information being posted.

Without limiting the generality of the foregoing, and unless otherwise instructed by the seller in writing:

- (a) a copy of the basic title search, or other documentation necessary to confirm ownership, must be posted by the Listing Brokerage to the MLS® System as an associated document within 24 hours of the listing becoming active on the MLS® System. -- see also 3.26 [Title Searches]; and
- (b) a copy of the registered strata plan must be posted by the Listing Brokerage to the MLS® System as an associated document within 24 hours of the listing becoming active on the MLS® System. -- see also 6.04 [Strata Properties]

Where written instructions have been received from the seller not to post the required document(s) under (a) or (b) above, a copy of the seller's written direction must be posted by the Listing Brokerage to the MLS® System as an associated document within 24 hours of the listing becoming active on the MLS® System.

### **3.13 Manager Approval of Listing Brokerage Loaded Listings**

Listing Brokerage loaded listings must, prior to entry, be approved by the manager of the Listing Brokerage's office where the listing originated.

**3.14 Review of Listing Brokerage Loaded Listings**

All Listing Brokerage loaded listings will be subject to review by the MLS® Department to ensure complete and accurate listing information, to preserve the integrity of the system. The Board reserves the right to request documentation from the Listing Brokerage, and the Listing Brokerage shall produce requested documentation within one (1) business day of the request.

**3.15 Corrections to Listing Brokerage Loaded Listings**

If a Listing Brokerage loaded MLS® listing is found to be in contravention of the Rules of Cooperation, a correction must be made within one (1) day after notification. In addition to other consequences that might apply, failure to correct the listing may result in the listing being removed from the MLS® System.

**3.16 Changes to Listing Information**

- (a) Any change in the MLS® listing information on the listing contract must be on the appropriate form of the MLS® System and delivered to the Board or where permitted, Listing Brokerage loaded within two (2) calendar days after the Listing Brokerage has received the change in writing, signed by the seller(s).
  - (i) An extension of the MLS® Listing Contract must be on the appropriate form, signed by the seller(s) prior to the expiry date of the listing and delivered to the Board not later than two (2) calendar days after the expiry date shown on the listing.
  - (ii) Changes to the information on the data input form may be communicated to the MLS® Department in writing, at the discretion of the MLS® Department.
- (b) Any changes to MLS® listing information must be communicated in writing by the Listing Brokerage to any Cooperating Brokerage or potential buyer that shows interest in the property, from the time the change was made and until such change has been published on the MLS® System and such period of time thereafter as is reasonable in the circumstances.
- (c) Members are not permitted to delete information from the listing for the sole purpose of making such information not available in the MLS® System for future reference. This includes, but is not limited to, photos, brochures, remarks, measurements, associated documents, and data.

**3.17 Change of Listing Brokerage**

In order for the MLS® Department to process a change in Listing Brokerage, the Transfer of Listing form must be completed and signed by the Member-Link of the original Listing Brokerage and of the new Listing Brokerage and by the seller(s).

### **3.18 Cancellation of Listing**

Except where prohibited under Section 4.02(c) of these Rules of Cooperation, the cancellation of an MLS® listing will be processed by the MLS® Department upon the written request of the Listing Brokerage, in a form acceptable to the MLS® Department, under the terms agreed to by all the contracting parties.

The cancellation of an MLS® listing may not be Listing Brokerage loaded.

Where an MLS® listing has been cancelled by the submission to the MLS® Department of a Cancellation Form, the MLS® Department will accept a new listing for the property with another Listing Brokerage during the Cancellation Period set out on the Cancellation Form (“Cancellation Period”) provided that the MLS® Department receives a letter signed by the seller(s) and the manager or managing broker of the new Listing Brokerage stating that the seller(s) understands, acknowledges and accepts that by signing the new listing contract within the Cancellation Period, the seller(s) agrees to pay commission under both the original listing contract and the new listing contract if an offer for sale is accepted or the property is sold during the Cancellation Period.

### **3.19 Change of Property Type**

A change of property type (i.e. from “Residential” to “Land Only”) will be accepted by the MLS® Department when the new data input form is submitted. The seller’s signature is not required. The original listing will be cancelled and the listing re-entered based on the new data input form.

### **3.20 Contingent Listings**

Contingent listings will be accepted on the MLS® System when such contingency is stated in the listing contract and noted in the REALTOR® Remarks, with the exception of contingencies that reference commission, in which case the contingency must be stated in the listing contract and in the commission field. The responsibility for submitting details of a contingency or unusual condition on any listing shall be the responsibility of the Listing Brokerage.

### **3.21 Seller’s Rights Reserved**

Where the seller has reserved the right to sell the property themselves that fact shall be stated in the listing contract and noted in the REALTOR® Remarks.

### **3.22 Member Access to Listed Properties**

Access to listings on the MLS® System shall be made available to all Members subject to these Rules of Cooperation.

- (a) A new listing that cannot be shown for a defined period of up to five (5) calendar days from the effective date of the listing will be accepted as a contingent listing, and such contingency, including the specific date on which showings will be accommodated, must be stated on the Schedule “A” and noted in the REALTOR® Remarks. Any such written direction by a seller to delay showings must be

complied with by the Listing Brokerage. A new listing that cannot be shown for an undefined period or a period that exceeds five (5) calendar days from the effective date of the listing will not be acceptable for listing on the MLS® System, and the Listing Brokerage will be advised accordingly.

- (b) If an existing listing cannot be shown for a defined period of up to five (5) calendar days, the listing will be considered a contingent listing and the details of the contingency, including the specific date on which showings will be accommodated, must be in writing on an Amendment of Multiple Listing Contract form signed by the seller and must be added to the REALTOR® Remarks by either the Listing Brokerage or the MLS® Department. Any such written direction by a seller to delay showings must be complied with by the Listing Brokerage. An existing listing that cannot be shown for an undefined period or a period that exceeds five (5) calendar days cannot be active on the MLS® System, and a Hold Action not exceeding fourteen (14) calendar days or cancellation instruction must be submitted in the appropriate form. Failure by the Listing Brokerage to submit the appropriate documentation will result in the listing being removed from “Active” status and placed in “Cancelled” status, and cancel protected until the expiry date of the listing.
- (c) Unless there is an irrevocable direction by a seller to delay presentation of offers, in the event the Listing Brokerage receives a written offer during a “no show” period, the Listing Brokerage shall, prior to presenting the offer, inform all Cooperating Brokerages that have requested a viewing appointment, or who have requested in writing to be kept informed about offers, that an offer is scheduled for presentation.

### **3.23 Business Listings**

All business listings submitted to the MLS® System must show a current place of business, the address and business name of which will be suppressed by the MLS® Department upon the written request of the Listing Brokerage.

### **3.24 Unauthorized Accommodation and/or Use**

- (a) Listings of property containing “unauthorized suites” will be acceptable on the MLS® System when noted in the REALTOR® Remarks that “PROPERTY CONTAINS ACCOMMODATION WHICH IS NOT AUTHORIZED.”
- (b) Listings of property where there is an unauthorized use will be acceptable on the MLS® System when noted in the REALTOR® Remarks that “PROPERTY HAS A USE THAT IS NOT AUTHORIZED”.

### **3.25 Photographs, Pictures and Sketches**

Images that are provided to the Board in respect of an MLS® listing shall become the property of the Board and may be used by the Board at its discretion. Only MLS® Department-approved watermarks may appear on images. The display of a child’s

image on an MLS® listing is prohibited. The Board reserves the right to remove images which in the opinion of the Board are inappropriate.

A minimum of one photo related to the property must be provided for each listing within 24 hours of the listing becoming active on the MLS® System.

Other than the front exterior photo, additional listing photos shall not be used in future listings without the consent of the originating Brokerage.

Images that contain information that is considered to be promotion of a Member will not be permitted. 'For Sale' and 'Sold' signs are not permitted in photos.

Images are to relate only to the real property for sale. No comments or additional information will be permitted to be placed on the image.

### **3.26 Title Searches**

In order to confirm registered ownership of the property, except where the title search is provided by the Board, the Member must conduct a basic title search, or other search necessary to confirm ownership, prior to, or at the time of taking a listing. A search must be conducted on all listings of property for sale submitted to the MLS® System except business-without-land listings.

Unless otherwise instructed by the seller in writing, a copy of the basic title search, or other documentation necessary to confirm ownership, must be posted by the Member to the MLS® System as an associated document within 24 hours of the listing becoming active on the MLS® System. Where written instructions have been received from the seller not to post the required document(s), a copy of the seller's written direction must be posted by the Member to the MLS® System as an associated document within 24 hours of the listing becoming active on the MLS® System. -- see also 3.12 [Consent to Post Documents to the MLS® System]

### **3.27 Assignment of Contract of Purchase and Sale**

An Assignment of Contract of Purchase and Sale will be acceptable for listing on the MLS® System where the following conditions are met:

- (a) the name of the buyer of the property must show as the seller's name at the top of the MLS® Listing Contract;
- (b) REALTOR® Remarks must include "Assignment of Contract"; and
- (c) listing documentation must include a letter or other documentation from the original seller giving the buyer permission to list the property for sale prior to completion of the original transaction.



### 3.28 Court Ordered Sales

A listing of property under Court Ordered Sale will be acceptable for listing on the MLS® System under the following conditions:

- (a) if currently listed with the MLS® System, the Court Order giving the exclusive right to list the property will take precedence;
- (b) the listing contract is accompanied by a photocopy or certified copy of the entered Order Nisi of Foreclosure or other Order (the “Order”), giving a particular named party the exclusive right to list the property for sale, setting out the legal description of the property and authorizing the payment of commission; or if the Listing Brokerage obtains from the lawyer who obtained the Order, a letter which states the following:
  - (i) the date the lawyer obtained the Court Order;
  - (ii) that a copy of the Court Order giving the exclusive right to list the property has been submitted to the Registry for signature and entry;
  - (iii) confirmation that the Order has been drafted in the terms approved by the Judge; and
  - (iv) that upon entry of the Order, a copy of the entered Order will be sent to the Listing Brokerage who must then send a copy of the entered Order to the Board;
- (c) the listing contract makes specific reference to any sale being “subject to the approval of The Supreme Court of British Columbia”;
- (d) the party named in the Order or someone, other than the Listing Brokerage, acting on behalf of that party (e.g. an officer or solicitor) has signed the listing contract as “seller”;
- (e) the Listing Brokerage may be required to provide the MLS® Department with a letter stating that the person or persons signing the listing contract has or have authority to do so and, where applicable, specifying the capacity in which each such person signed (e.g. President, Secretary); and
- (f) the Order makes provision for showing the property to prospective buyers or otherwise makes satisfactory provision for the listing of the property on the MLS® System and for its sale subject to the approval of the Court.

### 3.29 Listings Taken in Trade

“Trade listings” shall be acceptable for listing on the MLS® System on the following basis:

- (a) a copy of the Contract of Purchase and Sale must be provided, showing that it is a trade situation or a guaranteed purchase; or

- (b) a copy of the State of Title Certificate, or Form A Freehold Transfer with details of acceptance for registration, must be provided showing that the property has been transferred into the name of the Member; and
- (c) the property must be re-listed with the MLS® System for a minimum period of sixty (60) days following the date of registration or acceptance for registration; and
- (d) where a property, which is currently listed with the MLS® System, is accepted “in trade” on the purchase of another property, no sales charges will be levied provided that the Listing Brokerage does not receive a commission and the property is re-listed with the MLS® System for a minimum period of sixty (60) days.

### **3.30 Relocation Services and Corporate Guarantees**

Listings or sales involving “corporate guarantees”, or on behalf of relocation services or other special “authorities to sell”, will be acceptable for listing on the MLS® System on the following basis:

- (a) on receipt of a new listing contract or sales report with an acceptable explanation in writing from the Listing Brokerage, together with all supporting documentation; and
- (b) the property must be re-listed with the MLS® System for a minimum period of sixty (60) days following the date of the change.

### **3.31 Right of First Refusal**

The MLS® System will accept listings of properties where a party has been granted a “right of first refusal” to purchase the property, to be exercised within a specified time period, on the same terms and conditions as are acceptable to the seller, when such an offer is received from a prospective buyer. Such listings must meet the following conditions:

- (a) a copy of the right of first refusal must be filed with the MLS® System;
- (b) the listing contract must specify the existence of the right of first refusal;
- (c) the seller must have agreed to pay the agreed upon commission on a sale, whether the right of first refusal is exercised or not; and
- (d) if an offer is presented to and accepted by the seller, which offer is subject to a right of first refusal but is otherwise unconditional, and the party holding the “right” exercises the “right” accordingly, it is understood that the Listing Brokerage shall share the commission earned with the Cooperating Brokerage securing the offer, in the manner indicated on the listing contract.

**3.32 Manufactured Homes/Modular Homes/Park Model Homes**

Listing contracts covering manufactured, modular or park model homes shall be acceptable for listing on the MLS® System on the following basis:

- (a) where the home is registered in the Manufactured Home Registry for British Columbia and where the manufactured home is situated in a recognized manufactured home park, affixed to a designated “pad” and the right to use that “pad” is transferable to a buyer upon entering into a satisfactory rental agreement with the operator of the manufactured home park:
  - (i) such listing contracts must state the Manufactured Home Registry number and CSA or BC Electrical Inspection label number; and
  - (ii) the amount of pad rental must be included on the Data Input Form; or
- (b) where the home is affixed to land which is owned by the seller, other than land in a manufactured home park, and is duly registered in the Land Title Office or Indian Lands Registry and where both the land and the manufactured home thereon are included for sale in the listing, the legal description must be noted on the listing contract and:
  - (i) listing contracts for a manufactured home must state the Manufactured Home Registry number (unless deregistered) and CSA or BC Electrical Inspection label number;
  - (ii) listing contracts for a modular home must state the serial number and CSA or BC Electrical Inspection label number;
  - (iii) listing contracts for a park model home must state the serial number and CSA or BC Electrical Inspection label number; or
- (c) where the home is affixed to land which is leased by the seller, other than land in a manufactured home park, and affords the right to a buyer to continue to reside at that location upon assuming the balance of the current lease and/or options or entering into a satisfactory lease agreement with the owner of the property:
  - (i) listing contracts for a manufactured home must state the Manufactured Home Registry number (unless deregistered) and CSA or BC Electrical Inspection label number;
  - (ii) listing contracts for a modular home must state the serial number and CSA or BC Electrical Inspection label number;
  - (iii) listing contracts for a park model home must state the serial number and CSA or BC Electrical Inspection label number.

### **3.33 Non-Registered Strata Properties**

Listing contracts covering strata lots where the Strata Plan has not yet been registered at the Land Title Office will be acceptable for listing on the MLS<sup>®</sup> System if the strata lot can be satisfactorily identified by reference to a plan or sketch prepared by a named surveyor or architect and, if required, a Disclosure Statement has been filed with the Superintendent of Real Estate, on the understanding that as soon as available the MLS<sup>®</sup> Department will be supplied with the registration number of the Strata Plan and of the Strata Lot(s) comprising the listed strata properties.

In the case of a listing contract on less than five (5) strata lots on a Plan yet to be registered at the Land Title Office, where a Disclosure Statement is not presently required under the *Real Estate Development and Marketing Act*, the listing will be acceptable for listing on the MLS<sup>®</sup> System if the strata lots can be satisfactorily identified by reference to a plan or sketch prepared by a named surveyor or architect, on the understanding that as soon as available the MLS<sup>®</sup> Department will be supplied with the number of the Strata Plan and of the Strata Lot(s) created by it as registered at the Land Title Office.

Listings of these properties must state in the REALTOR<sup>®</sup> Remarks “Non-registered Strata Property – contact L.R.”

A notation must be included in the listing contract requiring that the Cooperating Brokerage be made aware that the sale cannot be completed until the Strata Plan has been registered; and the completion date must be scheduled accordingly.

### **3.34 Building Lots**

Where a builder has entered into an agreement with a seller to purchase one or more lots and wishes to list or re-list such lot or lots, including a building contract, such listings will be processed under the following conditions:

- (a) where the original listing is a Multiple Listing, a sales report is filed with the MLS<sup>®</sup> Department and the sale published;
- (b) a copy of the Contract of Purchase and Sale (or other sale agreement) is attached and the contract includes, as a condition of the purchase (or by separate witnessed document), authorization by the seller to allow the builder to offer the lot or lots with a building contract for sale prior to the completion of the particular purchase; and
- (c) the Member agrees to remit to the Board, when due, the MLS<sup>®</sup> sales charges (where applicable) on the original sale to the builder.

(NOTE: If for some reason the original transaction fails to complete, the MLS<sup>®</sup> Department must be notified immediately and the appropriate documentation filed.)

### 3.35 Building Contracts

Listings of lots that are to be sold together with a building contract will be acceptable for listing on the MLS<sup>®</sup> System under the following conditions:

- (a) the vacant property being listed must be a properly registered, subdivided lot with a complete legal description and where available a street address;
- (b) the list price of the said lot must be clearly indicated on the listing form if the lot may be sold separately;
- (c) a copy of the building plans and list of specifications must be available to the Cooperating Brokerage upon request;
- (d) complete details must be submitted in respect to zoning and services available to the subject lot;
- (e) the MLS<sup>®</sup> Assessments (where applicable) are payable on the completion of conveyance;
- (f) where a builder holds an interest by way of a Contract of Purchase and Sale (or other sale agreement), the builder may sign the listing contract as “seller” and a copy of that Contract of Purchase and Sale (or other sale agreement) must accompany the listing, which must specifically disclose the nature of the interest held; and
- (g) listing documentation must include a letter or other documentation from the original seller giving the buyer permission to list the property for sale prior to completion of the original transaction.

### 3.36 Non-Registered Lots

Listing contracts covering lots for which no subdivision plan has yet been registered in the Land Title Office, will be acceptable for listing on the MLS<sup>®</sup> System where:

- (a) a subdivision plan creating the proposed lots has been prepared by a named surveyor and has been approved in principle by the appropriate Approving Officer;
- (b) the lots can be satisfactorily identified by reference to the civic address or plan referred to in (a);
- (c) a Disclosure Statement has been filed with the Superintendent of Real Estate, where required under the *Real Estate Development and Marketing Act* or, where a Disclosure Statement is not required, a copy of the Preliminary Letter of Approval issued by the appropriate governing body has been submitted to the MLS<sup>®</sup> Department;

- (d) the MLS® Department will be supplied with the registration numbers of the subdivision plan and the legal descriptions of the lots as soon as they are available; and
- (e) listings of these properties must state in the REALTOR® Remarks: “Non-registered Subdivision Lot – contact L.R.”.

### **3.37 Floating Homes**

Listing contracts covering a floating home shall be acceptable for listing on the MLS® System on the following basis:

- (a) where the floating home is situated in a strata title marina and where both the strata lot and the floating home are included for sale in the listing (NOTE: legal description must include the legal description of the marina including the strata lot number); or
- (b) where the floating home is moored in a licensed marina pursuant to a lease and the rights under the lease are transferable to a buyer upon entering into a satisfactory agreement with the marina (NOTE: legal description must include reference to the lease interest and the legal description of the marina); and
- (c) where the floating home has a motor and can be navigated, the Vessel License Number or Official Registration Number shall be included in the legal description.

A floating home that is not moored in accordance with (a) or (b) may not be listed on the MLS® System.

### **3.38 Interboard Listings**

- (a) The Board will accept MLS® listings of properties within the Board's geographical jurisdiction from REALTOR® members of any reciprocating real estate board in the province for an Assessment which may be established from time to time.
- (b) In the case of any conflict with another board/association's Rules and Regulations, the Rules of the board in whose jurisdiction the property is located shall apply.
- (c) In the case of a co-listing, any Assessment will be payable to the board in whose jurisdiction the property is located.
- (d) For Members of MLS® Link Boards, all MLS® listings for properties located outside the geographical jurisdiction of the MLS® Link Boards must be listed on the system of the board in whose jurisdiction the property is located before being listed on the system of the Listing Brokerage's “home” Board.

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- (e) For members of reciprocating non-MLS® Link Boards, the Board may accept MLS® listings of properties outside the geographical jurisdiction of the Board only after the property has been listed on the system of the board in whose jurisdiction the property is located. An Assessment for such listings may be established from time to time.

### **3.39 Auction Listings**

In order for auction listings to be placed on the MLS® System, in addition to complying with these Rules of Cooperation, the Public and Internet Remarks must contain a statement indicating whether the seller is willing to accept offers prior to the auction date.

### **3.40 Owner-Built and Custom-Built Homes**

Listing contracts covering owner-built or custom-built homes may be subject to the *Homeowner Protection Act* and shall be acceptable for listing on the MLS® System in accordance with the requirements of that Act and on the following basis:

- (a) where the home is an owner-built home subject to the *HPA*, the Listing Brokerage has obtained a copy of the Owner Builder Disclosure Notice; or
- (b) where the home is a custom-built home subject to the *HPA* and the warranty has not been activated, the Listing Brokerage has obtained a copy of the residential builder's licence obtained by the owner under the *HPA*; or
- (c) the Listing Brokerage has obtained written approval under the *HPA* that the property can legally be listed for sale.

## **SECTION 4 – OFFERS**

### **4.01 Confidentiality of Offers**

A Cooperating Brokerage who has an offer to purchase shall not be required to disclose any details of that offer prior to the presentation to the seller. All offers and counter-offers under consideration shall be held in strict confidence, unless otherwise instructed by the seller in writing.

### **4.02 Presentation of Offers**

- (a) Unless otherwise instructed by the seller in a completed Irrevocable Direction Regarding Presentation of Offers form signed by the seller:
  - (i) offers must be presented to the seller without delay; and
  - (ii) offers must be presented to the seller through the Listing Brokerage, but a Cooperating Brokerage submitting an offer shall have the right to be present during the presentation.
- (b) Any irrevocable direction by a seller to delay presentation of offers must be noted in the REALTOR® Remarks and a copy of the seller's completed Irrevocable Direction Regarding Presentation of Offers form must be posted by the Listing Brokerage to the MLS® System as an associated document within 24 hours of the listing becoming active on the MLS® System or, if not a new listing, within 24 hours of the seller completing and signing the form.
- (c) Once an irrevocable direction by a seller to delay presentation of offers has been received, the Listing Brokerage shall not accept a cancellation of the listing until the expiry of the delayed presentation period.
- (d) Any irrevocable direction by a seller to delay presentation of offers must be complied with by the Listing Brokerage. None of the specifics or terms of any offer received by the Listing Brokerage during the delay of presentation period may be communicated to the seller until the expiry of the delayed presentation period even though the offer may meet or exceed the list price or the offer may be stated to expire prior to the delayed presentation period.
- (e) Unless otherwise instructed by the seller in writing, the Listing Brokerage shall without delay make the seller's decision on the offer known in writing to the Cooperating Brokerage that submitted the offer. A copy of the seller's written instruction shall be provided to the Cooperating Brokerage upon request.
- (f) The Listing Brokerage shall be required to retain a copy of all offers presented, in accordance with legal requirements but in any event for no less than one year after presentation.

### **4.03 Presentation of Counter-offers**



All counter-offers must be presented to the buyer through the Cooperating Brokerage unless otherwise instructed by the buyer in writing, and to the seller through the Listing Brokerage unless otherwise instructed by the seller in writing. With the consent of the buyer receiving the counter-offer, the Listing Brokerage submitting the counter-offer shall have the right to be present during the presentation. Unless otherwise instructed by the seller in a completed Irrevocable Direction Regarding Presentation of Offers form signed by the seller, the Cooperating Brokerage submitting the counter-offer shall have the right to be present during the presentation.

#### **4.04 Multiple Offers**

In the event that the Listing Brokerage has more than one written offer to be presented, the following procedures shall be adhered to:

- (a) unless otherwise instructed by the seller in writing, the Listing Brokerage shall, prior to any offer being presented, inform the other Cooperating Brokerages involved of the existence of the other offers or counter-offers, without disclosing their specific terms and conditions, provided, however, that should all but one offer or counter-offer be withdrawn prior to presentation resulting in there no longer being more than one written offer to be presented, the Listing Brokerage must so advise the remaining Cooperating Brokerage prior to presentation of their offer;
- (b) the Listing Brokerage should present each competing offer and counter-offer to the seller in the order in which they were received;
- (c) the Cooperating Brokerage submitting the offer or counter-offer may be present, unless otherwise instructed by the seller in a completed Irrevocable Direction Regarding Presentation of Offers form signed by the seller, only during the presentation of their particular offer or counter-offer and then shall withdraw from the premises but hold themselves available while the other offers and counter-offers are being presented in a like manner;
- (d) the Listing Brokerage shall ensure that all offers and counter-offers are presented up until the time an offer has actually been accepted (NOTE: Listing Brokerages are required to notify the seller of all offers up to the time of completion.);
- (e) after all offers and counter-offers have been presented, the Listing Brokerage shall consult in private with the seller (NOTE: Subject to any limitations to which the seller has agreed, the Listing Brokerage has a responsibility to give the seller their proper recommendations without prejudice to any particular offer and always in the best interest of the seller.); and
- (f) prior to the presentation of any offer, the Listing Brokerage shall complete the standard Disclosure of Multiple Offers Presented form listing each offer to be presented, indicating for each the date of the offer and the name of the

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Cooperating Brokerage that submitted the offer or alternatively that the buyer was not represented by a brokerage. At the time of the acceptance of any offer, or in the event that all offers have been rejected, the Listing Brokerage shall have the completed Disclosure of Multiple Offers Presented form signed by the seller. The Listing Brokerage shall provide a copy of the signed form to each Cooperating Brokerage and unrepresented buyer as soon as possible, but at the latest within one (1) calendar day after acceptance of one (1) offer, or rejection of all offers, as the case may be.

A copy of the seller's written instruction obtained under subsection (a) shall be provided to the Cooperating Brokerage upon request.

## SECTION 5 – SALES

### 5.01 Reporting Sales

- (a) The Listing Brokerage is responsible and accountable for the accuracy of sales information submitted to the Board for inclusion in the Board's MLS® System. IT SHALL BE THE RESPONSIBILITY OF THE LISTING BROKERAGE TO CHECK ALL SALES AFTER THEY HAVE BEEN PUBLISHED ON THE MLS® SYSTEM AND TO ENSURE THEIR COMPLETE ACCURACY.
- (b) Sale prices must be reported exclusive of taxes.
- (c) An important part of the inherent value of the MLS® System is the transaction data accumulated for sales of listed properties. It is the responsibility of all Members to ensure, regardless of their business model, that property sales information for properties listed on the MLS® System be reported to the Board. In general, sales shall be reported to the MLS® Department by the Listing Brokerage, on the Sales Report Form together with a legible copy of the Contract of Purchase and Sale within five (5) calendar days of the contract becoming unconditional. Members are not permitted to avoid these reporting responsibilities by, for example, cancelling a listing between receipt (or anticipated receipt) and acceptance of an offer, or encouraging a seller to do so.
- (d) A Sales Report Form signed by the Managing Broker or designate of the Listing Brokerage is required for the reporting of sales. A legible copy of the Contract of Purchase and Sale, including all Addendums and Amendments, must be submitted along with the Sales Report Form.
- (e) Sales may not be Listing Brokerage Loaded.
- (f) The Privacy Notice and Consent form shall be provided to every buyer and a signed receipt retained on file in the office of the Cooperating Brokerage, as evidence of the Cooperating Brokerage's efforts to comply with the *Personal Information Protection Act*. Where the buyer refuses to sign, a notation to that effect, including the date the form was provided to the buyer and by whom, shall be retained on file in the office of the Cooperating Brokerage. The Cooperating Brokerage shall produce any such documentation upon request by the Listing Brokerage or the Board.

### 5.02 Collapsed Sales

The Listing Brokerage must notify the MLS® Department immediately of the collapse of any sale, using the form approved by the Board. Where the Cooperating Brokerage has first knowledge of the collapse of a sale, they shall immediately notify the Listing Brokerage.

## **SECTION 6 – PROFESSIONAL CONDUCT**

### **6.01 Cooperating Brokerages**

Unless otherwise authorized by the seller in writing:

- (a) a Cooperating Brokerage is not a sub-agent to the Listing Brokerage and is presumed to be the agent of the buyer; and
- (b) communication between Cooperating Brokerages and the seller must be limited to arranging appointments as designated in the published listing and showing the listed property with appropriate assistance, during the term of the listing.

### **6.02 Appointments**

- (a) Appointments by Cooperating Brokerages to inspect or show property may not be made directly with the seller unless otherwise specified on the data input form and published listing information; and
- (b) Cooperating Brokerages must ensure that the buyer(s) is accompanied and supervised by a licensee throughout the appointment.

### **6.03 Title Searches**

Unless otherwise instructed by the seller in writing, a Listing Brokerage shall, upon request from a Cooperating Brokerage, provide a copy of the basic search to the Cooperating Brokerage for its use. A copy of the search posted to the MLS<sup>®</sup> System would satisfy the Listing Brokerage's obligation under this Rule.

### **6.04 Strata Properties**

- (a) Unless otherwise instructed by the seller in writing, for each strata MLS<sup>®</sup> listing, the Listing Brokerage shall at the time of taking the listing obtain current relevant strata corporation documents including but not limited to two (2) years of strata council minutes and strata corporation minutes, registered strata corporation by-laws, financial statements, registered strata plans, and information concerning special assessments, either proposed or levied.
  - (i) A copy of the Request for Strata Corporation Records and Documents shall be retained on file in the office of the Listing Brokerage. The Listing Brokerage shall produce any such documentation upon request by the Board.
  - (ii) Unless otherwise instructed by the seller in writing, a copy of the registered strata plan must be posted by the Listing Brokerage to the MLS<sup>®</sup> System as an associated document within 24 hours of the listing becoming active on the MLS<sup>®</sup> System. A copy of the seller's written direction must be posted by the Listing Brokerage to the MLS<sup>®</sup> System as an associated document within 24 hours of the listing becoming active on

the MLS® System. -- see also 3.12 Consent to Post Documents to the MLS® System

- (b) Unless otherwise instructed by the seller in writing, the Listing Brokerage shall, upon request by a Cooperating Brokerage after the seller and buyer have an accepted Contract of Purchase and Sale, provide to the Cooperating Brokerage current relevant strata corporation documents including but not limited to those documents referred to in (a) above and a current Information Certificate (Form “B”).
- (c) In the event that the Listing Brokerage has received written instructions from the seller not to provide all or some of the documents described in (a) and (b) above to buyers and Cooperating Brokerages, a notation to that effect must be included in the REALTOR® Remarks, and, where the seller is not providing such information directly to buyers and Cooperating Brokerages, the Listing Brokerage shall provide written authority from the seller to the Cooperating Brokerage to obtain the Form “B” and other pertinent information directly from the strata corporation. The responsibility for the cost of these documents should be detailed in the appropriate condition clause in the Contract of Purchase and Sale.

#### **6.05 No Solicitation Prior to Expiry**

Listings and other agency contracts expire automatically at 11:59 p.m. on the expiry date shown on the contract. Before this time any Member other than the Brokerage under contract is EXPRESSLY FORBIDDEN TO SOLICIT SUCH CONTRACT or encourage any alteration in the existing contract.

#### **6.06 Privacy-Protected Listings**

No Member shall use MLS® listing information for the purpose of communicating with a seller of an MLS® listing to determine whether the seller requires additional real estate services when that seller has expressly opted-out of their personal information being used for this purpose.

Where the seller has opted-out of this purpose, a copy of the Privacy Notice and Consent form indicating such opt-out must be submitted to the Board without delay.

#### **6.07 Solicitation Guidelines**

A Member shall not solicit a listing that is currently listed exclusively (hereinafter “exclusively listed” or “exclusive agreement” refers to an Exclusive listing and MLS® Exclusive listing) with another brokerage. However, if the Listing Brokerage, when asked by a Member, refuses to disclose the expiration date and the nature of such listing (i.e. an exclusive right to sell, an exclusive relationship, an open listing or other form of contractual agreement between the Listing Brokerage and the client), the Member may contact the owner to secure such information and may discuss the terms upon which the Member might take a future listing.

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A Member shall not solicit buyer/tenant representation agreements from buyers/tenants who are subject to exclusive buyer/tenant representation agreements. However, if a buyer/tenant agent, when asked by a Member, refuses to disclose the expiration date of the exclusive buyer/tenant representation agreement, the Member may contact the buyer/tenant to secure such information and may discuss the terms upon which the Member might enter into a future buyer/tenant representation agreement.

The fact that an agreement has been entered into with a Member shall not preclude or inhibit any other Member from entering into a similar agreement after expiration of the prior agreement.

When Members are contacted by the client of another Member regarding the creation of a relationship to provide the same type of service, and Members have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement.

The above-mentioned rules do not preclude Members from making general announcements, messages or advertisements (hereinafter referred to as “general announcements” or “announcement”) to prospective clients describing their services and the terms of their availability even though some recipients may have entered into representation agreements with another Member, provided such general announcements include a clear, prominent and emphasized statement that the announcement is not intended to cause or induce breach of an existing agency agreement. A general canvass, general mailing or distribution addressed to all prospective clients in a given geographical area or in a given profession, business, club or organization, or other classification or group, is deemed “general” for the purposes of this rule if it is a mass-produced announcement in identical form to the general public, or an identifiable group of the public, whether communicated by radio, television, newspaper, flyers, form letters (even though personally addressed) or computerized telephone messages.

This rule recognizes as prohibited practices two basic types of solicitation:

- (a) telephone and/or personal solicitations of property owners who have been identified by a real estate sign or information on a real estate data base service operated under the MLS® or associated trademarks, or other information, as having exclusively listed their property with another Member; and
- (b) mail or other forms of written solicitations of prospective clients whose properties are exclusively listed with another Member (whether listed under an “Exclusive” or “MLS®” agreement) when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings on the MLS® System or identified by “for sale” or “for rent” signs or other sources of information.

Members, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the client is subject to a current, valid exclusive agreement to provide the same type of real estate service.

This rule does not preclude Members from contacting the client of another brokerage for the purpose of offering to provide, or entering into a listing arrangement where the original and current Listing Brokerage has negotiated a cancellation clause with the seller, and the seller has not otherwise indicated he/she does not wish to be solicited during the term of that contract.

This rule does not preclude Members from contacting the client of another brokerage for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g. property management as opposed to brokerage). However, real estate database information received through the MLS<sup>®</sup> System may not be used to target clients of other Members to whom such offers to provide services may be made.

#### **6.08 Professional Conduct**

- (a) A Member shall not conduct themselves nor permit their employees to conduct themselves in such a manner as to prejudice their own reputation or the reputation of the Board.
- (b) A Member shall not injure falsely or maliciously, directly or indirectly, the reputation, prospects or business of another Member.

#### **6.09 Restrictions on Handling Payments in Real Estate Transactions**

- (a) Prohibition on Accepting Cash Deposits
  - (i) “Cash” means legal tender of Canada or another jurisdiction (i.e. bills and coins) and does not include cheques, electronic fund transfers or money orders.
  - (ii) A Member must not accept a deposit of any amount from or on behalf of any party to a real estate trading services transaction, excluding deposits paid in respect of the rental or leasing of real estate, if the deposit (or any portion thereof) is paid in cash.
  - (iii) Every Member is responsible to be aware of, and ensure full compliance with applicable obligations under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and associated Regulations, in accordance with guidelines provided by FINTRAC.
- (b) Prohibition on Use of Cryptocurrency

A Member must not accept cryptocurrency as a form of payment in any real estate transaction

## **SECTION 7 – COMMISSION**

### **7.01 Commission Stated in Listing Contract**

All contracts must show the amount of commission payable as negotiated by the Listing Brokerage and the seller. That portion of the Listing Brokerage's commission available to Cooperating Brokerages must be shown on the listing contract.

### **7.02 Reference to Commission in Remarks**

References to commission or bonuses are restricted to the appropriate commission field and may not be included in REALTOR®, Public or Internet Remarks.

### **7.03 Disclosure of Reduced Commission**

Where the Listing Brokerage is presenting its own offer in competition with one or more Cooperating Brokerages, and the Listing Brokerage is reducing the commission from that stated in the MLS® Listing Contract, the Listing Brokerage shall disclose in writing the dollar amount and details of any such reduction to all Cooperating Brokerages with competing offers, in order that such competing agents shall not be at a disadvantage and the seller shall receive the full benefit of competition from such Cooperating Brokerages.

### **7.04 Commission Payable to Cooperating Brokerage upon Completion**

Where a particular transaction completes, that portion of the Listing Brokerage's commission available to Cooperating Brokerages is payable to the Cooperating Brokerage upon completion unless the Listing Brokerage and Cooperating Brokerage mutually agree, in writing, to alter said commission.

### **7.05 Commission Payable to Cooperating Brokerage where Sale does not Complete**

Where a particular transaction does not complete, and the Listing Brokerage is successful in receiving payment of, or compensation in lieu of, some or all of the commission, the Cooperating Brokerage shall, at the Cooperating Brokerage's option, after the Listing Brokerage has deducted its reasonable costs incurred to recover the commission, receive its proportionate share. The receipt of such payment or compensation by the Listing Brokerage shall be deemed to be a completed transaction for the purposes of the Board's By-laws.

### **7.06 Assignment to Cooperating Brokerage**

When the owner of a property listed with a Member does not complete as agreed pursuant to an accepted unconditional Contract of Purchase and Sale and the Listing Brokerage does not take steps to enforce payment of commission which may be due, the Listing Brokerage shall, upon receipt of the written demand of the Cooperating Brokerage, assign to the Cooperating Brokerage all of the rights of the Listing Brokerage to enforce the listing contract.



**7.07 “Two Cheque System” of Commission Disbursement**

- (a) A real estate company holding a trust deposit in a finalized transaction deducts an amount equal to its portion of the commission owing on completion to that company from the deposit held and forwards the balance of any excess deposit under trust to the named conveyancer; or
- (b) the company holding the trust deposit will send a request to the conveyancer for any balance owing if the deposit being held in trust is less than the amount equal to that company’s portion of the commission owing; and
- (c) upon completion, the conveyancer forwards the commission owing to any companies from the proceeds of the sale.

**7.08 Modification of Listing Brokerage’s Offer of Compensation**

A Cooperating Brokerage, when negotiating on behalf of a buyer, may only use the terms of an offer to purchase to modify the Listing Brokerage’s offer of compensation to Cooperating Brokerages if:

- (a) the buyer has authorized the Cooperating Brokerage to do so in a separate written document; and
- (b) there has been prior consultation regarding compensation between the Cooperating Brokerage and the Listing Brokerage.

## **SECTION 8 – ADVERTISING**

### **8.01 Advertising - General**

Members shall not advertise in any manner that is false or misleading, prohibited by law or restricted by the seller. Members must ensure that any signage is in compliance with all local government signage regulations.

### **8.02 Price and Terms Authorized by Seller in Writing**

No Member may offer or advertise a property at a price or terms other than the price and terms as authorized in writing by the seller.

### **8.03 Advertising Another Member's Listings**

Subject to Sections 8.04 and 8.05, advertising, in any form whatsoever, of a listed property by any Member other than the Listing Brokerage shall only be done with the prior approval of the Listing Brokerage, unless otherwise indicated in the listing contract.

### **8.04 Advertising Another Member's Listings on the Internet**

Where Reciprocity has been adopted by a Board, a Member may republish another Member's listings on the Internet in accordance with MLS® Reciprocity described in Section 8.12.

### **8.05 Advertising by Cooperating Brokerage**

A Cooperating Brokerage, after publication on the MLS® System of the sale of that property, may advertise their involvement in the sale of that property and may include in such advertisement only MLS® Reciprocity Data as described in these Rules of Cooperation. Any advertising by a Cooperating Brokerage of a sold property must include the name of the Listing Brokerage.

### **8.06 Advertising of Sale Price**

A sale price shall not be advertised prior to that information being publicly available through a government registry, unless prior approval is provided by both buyer and seller in writing.

### **8.07 "SOLD" Signs**

The privilege of placing "SOLD" signs on a property within the jurisdictional area of the Board shall be at the discretion of the seller. The Cooperating Brokerage may, through the Listing Brokerage, request permission from the seller to place a sold sign on a property subject to all local government signage regulations.

### **8.08 Public Representations**

Any advertisement, publication or other form of public representation made by or on behalf of any Member must be factual and clearly demonstrate the criteria upon which such representations are based including, without limitation, the period of time over which such representations are based.

**8.09 Reproduction of Board Information**

Any representation which includes the reproduction of information generated by the Board must include the disclaimer which accompanied the information in its original form or the following notice:

“NOTE: this representation is based in whole or in part on data generated by the Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver which assume no responsibility for its accuracy.”

**8.10 Other Advertising Requirements**

In addition to the Rules of Cooperation, Members should make themselves aware of any advertising guidelines/policies contained in the Board’s Code of Ethics and Standards of Business Practice and in the Regulatory Information and Guidelines provided by the BC Financial Services Authority.

**8.11 Medallion/President’s Club Advertising**

Members should refer to the Medallion/President’s Club Policies for advertising policies specific to the Medallion/President’s Club. Medallion/President’s Club Policies are enforceable under these Rules of Cooperation.

**8.12 MLS® Reciprocity**

In this section the following terms have the following meanings:

“Detail Display” means enlarged photo, the MLS® number and additional text display of individual properties selected from a Thumbnail Display;

“MLS® Reciprocity” means a program which enables MLS® Reciprocity Participants to display on their MLS® Reciprocity Internet Websites the listings of MLS® Reciprocity Corporate Members in accordance with this Section 8;

“MLS® Reciprocity Active Member” means an active Member of the Board whose license is issued and maintained in an office of an MLS® Reciprocity Corporate Member;

“MLS® Reciprocity Corporate Member” means a corporate Member of the Board that has not advised the Board in writing that it does not wish to take part in MLS® Reciprocity;

“MLS® Reciprocity Data” means the MLS® property data as prescribed by the Board from time to time relating to the listings of MLS® Reciprocity Corporate Members, which is made available by the Board to MLS® Reciprocity Participants from time to time for display on MLS® Reciprocity Internet Websites;

“MLS® Reciprocity Internet Website” means an internet website controlled and operated by an MLS® Reciprocity Participant or a feature of such internet website where the MLS® Reciprocity Participant displays the listings of MLS® Reciprocity Corporate

Members subject to the rules of the Board and the oversight, supervision and accountability of the MLS<sup>®</sup> Reciprocity Participant;

“MLS<sup>®</sup> Reciprocity Logo” means a logo designed and approved by the Board for use in association with MLS<sup>®</sup> Reciprocity;

“MLS<sup>®</sup> Reciprocity Participant” means:

- (a) an MLS<sup>®</sup> Reciprocity Corporate Member that is a party to an executed “MLS<sup>®</sup> Reciprocity – Corporate Member Agreement” with the Board which has not expired or been terminated, and
- (b) an MLS<sup>®</sup> Reciprocity Active Member who is a party to an executed “MLS<sup>®</sup> Reciprocity – Salesperson Agreement” with the Board which has not expired or been terminated;

“MLS<sup>®</sup> Reciprocity Thumbnail Icon” means an icon designed and approved by the Board identifying MLS<sup>®</sup> Reciprocity in a Thumbnail Display. The MLS<sup>®</sup> Reciprocity Thumbnail Icon shall be at least 35 pixels by 35 pixels;

“Scraping” means use of a software program or other method to extract photographs and text from an MLS<sup>®</sup> Reciprocity Internet Website for use on an internet website other than an MLS<sup>®</sup> Reciprocity Internet Website or for use in any manner except as permitted by this Section 8;

“Thumbnail Display” means a summary display of one or more-property listings per page that must include the name of the Listing Brokerage and may include a small photograph and such limited text data as may be permitted by the Board from time to time. The MLS<sup>®</sup> Reciprocity Logo must be displayed at the top of the summary page and shall be at least 95 pixels by 35 pixels;

#### **8.12.01 Additional Rules**

In addition to the obligations set out in the “MLS<sup>®</sup> Reciprocity – Corporate Member Agreement” and the “MLS<sup>®</sup> Reciprocity – Salesperson Agreement”, MLS<sup>®</sup> Reciprocity Participants must adhere to the following rules and all other Rules of Cooperation that may be adopted by the Board from time to time:

#### **8.12.02 Prohibition on Modification of MLS<sup>®</sup> Reciprocity Data**

MLS<sup>®</sup> Reciprocity Participants must not alter, modify, manipulate or obscure the MLS<sup>®</sup> Reciprocity Data (or any disclaimers or notices therein) in any way without the Board’s prior written approval.

#### **8.12.03 Thumbnail Display**

A Thumbnail Display on an MLS<sup>®</sup> Reciprocity Internet Website of another MLS<sup>®</sup> Reciprocity Corporate Member’s listing must not include any contact information or branding of any person or corporation other than the Listing Brokerage. A Thumbnail

Display must include the name of the Listing Brokerage and may only include the following:

- (a) text data about the listing property; and
- (b) a photo of the listing property.

**8.12.04 Detail Display of another MLS® Reciprocity Corporate Member's listing**

- (a) Where a search of the MLS® Data generates a Detail Display on an MLS® Reciprocity Internet Website of another MLS® Reciprocity Corporate Member's listing, the Detail Display shall bear that MLS® Reciprocity Corporate Member's name, the MLS® Reciprocity Logo and the MLS® copyright notice immediately following the property information all of which shall be of the same colour and at least as large as the largest type size used to display the listing data.
- (b) A Detail Display on an MLS® Reciprocity Internet Website of another MLS® Reciprocity Corporate Member's listing may not include any contact information or branding of any person or corporation other than the Listing Brokerage within the "body" of the listing data. (The "body" shall be the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.)

**8.12.05 Thumbnail or Detail Display Disclaimer**

Any Thumbnail Display or Detail Display on an MLS® Reciprocity Internet Website of another MLS® Reciprocity Corporate Member's listing must include any disclaimer which accompanied the information in its original form, or the following notice:

"NOTE: This representation is based in whole or in part on data generated by the Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver which assumes no responsibility for its accuracy."

**8.12.06 MLS® Reciprocity Data**

The MLS® Reciprocity Data or any portion thereof may not be displayed on any internet website except an MLS® Reciprocity Internet Website.

**8.12.07 Scraping**

MLS® Reciprocity Participants shall take all reasonable precautions to prevent Scraping of the MLS® Reciprocity Data from their MLS® Reciprocity Internet Websites, and to prevent the MLS® Reciprocity Data from being displayed on any internet website other than an MLS® Reciprocity Internet Website.

Reasonable precautions shall include but not be limited to:

- (a) monitoring its MLS® Reciprocity Internet Website for signs that a third party is Scraping data; and

- (b) prominently posting a notice on its MLS® Reciprocity Internet Website explaining that the website must only be used by consumers for the purpose of locating and purchasing real estate.

**8.12.08 Advise the Board**

The MLS® Reciprocity Participant shall immediately advise the Board whenever the MLS® Reciprocity Participant suspects or has evidence that Scraping has occurred.

**8.12.09 Required Changes**

Within fourteen days after being requested by the Board to do so, an MLS® Reciprocity Participant must make such changes to its MLS® Reciprocity Internet Website as required by the Board to cure any violation of the Rules of Cooperation, Board regulations, guidelines and policies.

**8.12.10 Restriction on Use of MLS® Reciprocity Data**

MLS® Reciprocity Participants must not permit any portion of the MLS® Reciprocity Data to be used or provided to any person or corporation for any purpose other than those expressly provided for in the Rules of Cooperation, Board regulations, guidelines and policies.

**8.12.11 Restriction on Co-mingling**

MLS® Reciprocity Participants must not permit any portion of the MLS® Reciprocity Data to be co-mingled with any non-MLS® listings on any MLS® Reciprocity Internet Website.

**8.12.12 Cease Operation of MLS® Reciprocity Internet Website by MLS® Reciprocity Participant**

An MLS® Reciprocity Participant will cease displaying on their MLS® Reciprocity Internet Website the listings of MLS® Reciprocity Corporate Participants and is not entitled to access the MLS® Reciprocity Data if:

- (a) the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained notifies the Board in writing, in a form satisfactory to the Board, that it is ceasing to participate in MLS® Reciprocity;
- (b) the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained ceases to be a member of the Board or is terminated or suspended from membership in the Board;
- (c) the right of the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained to take part in MLS® Reciprocity or to have access to MLS® Reciprocity Data has been suspended or terminated pursuant to a discipline order under the Board's Bylaws;

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- (d) the MLS® Reciprocity Participant is in breach of its obligations under this Section 8.12 and fails to remedy the default within fourteen (14) calendar days after receiving a written demand to do so from the Board; or
- (e) the MLS® Reciprocity Participant has been in breach of its obligations under this Section 8.12 more than three (3) times in any twelve (12) month period, regardless of whether those breaches have been remedied.

### **8.12.13 Suspension**

In addition to Section 8.12.12 the Board may immediately suspend an MLS® Reciprocity Participant's access to the MLS® Reciprocity Data if, in the sole discretion of the Board:

- (a) the Board knows or suspects an event described in Section 8.12.12 has occurred or is about to occur; or
- (b) the Board concludes that the MLS® Reciprocity Participant has defaulted in its obligations under this Section 8.12 and such default is or may be detrimental to MLS® Reciprocity.

## **SECTION 9 – VIRTUAL OFFICE WEBSITE (VOW)**

In this section the following terms have the following meanings:

“Detail Display” means enlarged photo and additional text display of individual properties selected from a Thumbnail Display.

“MLS® Data” means MLS® property data maintained in the MLS® Database regarding the listings of corporate Members of the Board and corporate members of other real estate boards and associations.

“MLS® Database” means a single proprietary database of text, images and related information pertaining to properties listed for sale compiled by the Board.

“MLS® VOW” means a secure password-protected internet website controlled and operated by an MLS® VOW Participant, through which the MLS® VOW Participant provides real estate services to consumers or consumer clients with whom the MLS® VOW Participant has established a lawful REALTOR®/consumer or REALTOR®/client relationship, and where the consumer has an opportunity to search for MLS® VOW Data.

“MLS® VOW Agreement” means the agreement in a form prescribed by the Board, between the Board and the Member relating to the operation of an MLS® VOW.

“MLS® VOW Data” or “MLS® VOW Datafeed” means MLS® Data prescribed by the Board from time to time, which is made available by the Board to MLS® VOW Participants from time to time for display on an MLS® VOW.

“MLS® VOW Participant” means a Member who is a party to an executed MLS® VOW Agreement which has not expired or been terminated.

“MLS® VOW Service Provider” means an entity or person designated by an MLS® VOW Participant to operate an MLS® VOW on their behalf, subject to the MLS® VOW Participant’s supervision and accountability.

“Registrant” means a consumer who has entered into a lawful REALTOR®/consumer or REALTOR®/client relationship with an MLS® VOW Participant through an MLS® VOW in accordance with this Section 9.

“Scraping” means use of a software program or other method to extract photographs and text from an MLS® VOW for use on an internet website other than an MLS® VOW or for use in any manner except as permitted by this Section 9.

“Terms of Use” means a written series of statements displayed on an MLS® VOW to which a Registrant can agree.

“Thumbnail Display” means a summary of a search displaying multiple property listings per page that must include the name of the Listing Brokerage, the MLS® number, and may include a



small photograph and such limited text data as may be permitted by the Board from time to time.

**9.01 General**

In addition to the obligations set out in the MLS® VOW Agreement, MLS® VOW Participants must adhere to the rules in this Section 9 in addition to all other Rules of Cooperation, policies and guidelines that may be adopted by the Board from time to time.

**Entitlement to Operate an MLS® VOW**

**9.02 MLS® VOW Participants**

Only an MLS® VOW Participant may establish and operate an MLS® VOW. Subject to section 9.05, Members may not establish or operate a Virtual Office Website (“VOW”) using MLS® Data unless they are an MLS® VOW Participant operating an MLS® VOW.

**9.03 Brokerage responsibility**

Any breach of this Section 9 by an individual MLS® VOW Participant shall be deemed to be a breach by that Member’s brokerage.

**9.04 MLS® VOW Service Providers**

An MLS® VOW Participant may operate an MLS® VOW through an MLS® VOW Service Provider who has entered the prescribed third-party agreement with the Board and who has acknowledged receipt of MLS® VOW policies of the Board applicable to MLS® Service Providers, subject to their overview, supervision and responsibility. As soon as the MLS® VOW Participant engages or changes an MLS® VOW Service Provider they shall notify the Board, identifying the MLS® VOW Service Provider.

**9.05 Transition Period**

A Member who, immediately before January 1, 2019, operated a VOW compliant with the Rules of Cooperation then in effect, but who has not yet entered an MLS® VOW Agreement, may continue to operate such VOW on and after January 1, 2019 until no later than June 30, 2019. In that case, Section 9 of these Rules of Cooperation will apply to such Member and their VOW as if they were an MLS® VOW Participant operating an MLS® VOW. However, unless and until the Member enters an MLS® VOW Agreement, the Member may not display on their VOW MLS® sold data, expired, withdrawn, suspended or terminated listings, and compensation offered to other Members, and MLS® VOW Service Providers are not permitted to make such data available to the Member for use in a VOW.

**Registrants**

**9.06 Requirements for Providing a Registrant with Access to an MLS® VOW**

An MLS® VOW Participant must not provide a Registrant with access to MLS® VOW Data through the MLS® VOW Participant’s MLS® VOW unless and until:

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- (a) the MLS® VOW Participant establishes a lawful REALTOR®/ consumer or REALTOR®/client relationship with that Registrant, including, where necessary, completion of any applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements;
- (b) the Registrant has provided the MLS® VOW Participant, through the MLS® VOW, with the Registrant's name, valid e-mail address and, at the option of the MLS® VOW Participant, other information;
- (c) the MLS® VOW Participant has displayed the Terms of Use to the Registrant on the MLS® VOW;
- (d) the Registrant has affirmatively and expressly agreed to the Terms of Use where at a minimum, the Registrant has been required to open and review the agreement and agree to the agreement by "mouse-clicking" an acknowledgement of agreement displayed on the MLS® VOW;
- (e) the Registrant has supplied the MLS® VOW Participant with a user name and a password, both of which must be unique to the Registrant, (the user name and password may be established by the Registrant or may be supplied by the MLS® VOW Participant at the option of the MLS® VOW Participant). The Registrant's password and access to MLS® VOW Data must expire on a date not later than 30 days after being issued. Passwords may not be automatically renewed upon expiration;
- (f) the MLS® VOW Participant has sent an e-mail to the Registrant at the e-mail address described in (b) above confirming the user name and password and the Registrant has acknowledged receipt of the e-mail by mouse-clicking an acknowledgment of receipt displayed in the e-mail; and
- (g) upon expiration of their password the Registrant must provide the MLS® VOW Participant with a new password to regain access to the MLS® VOW Data. The MLS® VOW Participant shall not permit the Registrant to regain access to the MLS® VOW Data until the MLS® VOW Participant has sent an e-mail to the Registrant at the e-mail address described in (b) above confirming the new password and the Registrant has acknowledged receipt of the e-mail by mouse-clicking an acknowledgement of receipt displayed in the e-mail.

### **9.07 Terms of Use**

The Terms of Use must include an express acknowledgement and agreement by the Registrant in favour of the MLS® VOW Participant, the corresponding brokerage and the Board that:

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- (a) the Registrant has received, read and understood the form published by the British Columbia Real Estate Association entitled “Privacy Notice and Consent” (this document may be linked);
- (b) the Registrant acknowledges entering into a lawful REALTOR®/ consumer or REALTOR®/client relationship with the Member;
- (c) all data obtained from the MLS® VOW is intended for and may only be used for the Registrant’s personal, non-commercial use;
- (d) the Registrant has a bona fide interest in the purchase, sale or lease of real estate of the type being offered through the MLS® VOW;
- (e) the Registrant will not themselves, and will not permit or assist others to, directly or indirectly:
  - (i) copy, redistribute or retransmit any of the MLS® VOW Data or information provided;
  - (ii) display, post, disseminate, distribute, publish, broadcast, transfer, sell or sublicense any of the MLS® VOW Data to another person.
  - (iii) engage in Scraping (including “screen scraping” and “database scraping”), “data mining” or any other activity intended to collect, store, re-organize, summarize or manipulate any MLS® VOW Data or any related data;
- (f) the Registrant acknowledges the Board’s ownership of, and the validity of the Board’s proprietary rights and copyright in the MLS® VOW Data, and listing information; and
- (g) the Registrant expressly authorizes the Board or their duly authorized representatives, to access the MLS® VOW and Registrant’s information provided to the MLS® VOW Participant, for the purposes of verifying compliance with and pursuing enforcement of the Terms of Use and all applicable rules, regulations, bylaws, policies, and laws.

### **9.08 Terms of Use may not Impose Financial Obligation**

A Terms of Use agreement may not impose a financial obligation on a Registrant or create an agency agreement with the Registrant. Any financial obligation or agency agreement entered into by a Registrant through an MLS® VOW must be set forth separately from the Terms of Use, must be prominently labelled and may not be accepted solely by mouse click. The Registrant must also receive a subsequent confirmation of the terms of any such financial obligation or agency agreement and the financial obligation or agency agreement may not become effective until the Registrant acknowledges acceptance of those terms by mouse click. Prior to entering into an

agency agreement with a Registrant the MLS® VOW Participant must ask the Registrant whether the Registrant is a party to any other agency agreements.

**9.09 Maintenance of Records**

MLS® VOW Participants must maintain a record of the name, e-mail address and, if required by the MLS® VOW Participant the street address supplied by the Registrant, and the user name of each Registrant during the currency of the Registrant's password and for not less than one hundred and eighty (180) days after the expiration of the validity of the Registrant's password.

**9.10 Privacy Policy**

An MLS® VOW must boldly display a privacy policy that informs Registrants of the ways in which information obtained from them will be used, and obtain each Registrant's consent to all of the ways in which personal information that they provide may be collected, used, or disclosed including the fact that personal information may be shared with the Board for auditing and/or legal purposes.

**General Terms of Operation**

**9.11 Compliance with Rules and Laws**

An MLS® VOW Participant's establishment and operation of an MLS® VOW is subject to the terms, conditions and requirements of these Rules of Cooperation, other rules, bylaws, regulations and policies of the Board, the MLS® VOW Agreement, and all applicable provincial and federal laws, including the *Real Estate Services Act* and associated Regulations and Rules, and the *Personal Information Protection Act*.

**9.12 Visibility of Brokerage Name**

An MLS® VOW must prominently display on every page the MLS® VOW Participant's corresponding brokerage's name.

**9.13 Copyright**

An MLS® VOW shall include any copyright notice as may be provided by the Board from time to time regarding the Board's copyright in MLS® VOW Data.

**9.14 MLS® VOW Participant must Display**

An MLS® VOW Participant shall cause to be placed on their MLS® VOW a notice indicating that the listing information displayed on the MLS® VOW is deemed reliable but is not guaranteed accurate by the Board. An MLS® VOW Participant shall include other appropriate disclaimers necessary to protect the corresponding brokerage, Member and/or the Board from liability.

**9.15 Detail Display of a Brokerage's Listing**

Where a search of the MLS® VOW Data generates a Detail Display on an MLS® VOW of a brokerage listing, the Detail Display shall bear that brokerage name, the MLS® number

and the MLS® copyright notice, all of which must be prominently displayed on each Detail Display.

An MLS® VOW Participant may not include any contact information or branding of any person or corporation other than the Listing Brokerage within the "body" of the listing data. (The "body" shall be the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.)

**9.16 Thumbnail Display**

A Thumbnail Display on an MLS® VOW of a brokerage listing must not include any contact information or branding of any person or corporation other than the Listing Brokerage. A Thumbnail Display may only include the following:

- (a) text data about the listing property;
- (b) a photo, or any other media of the listing property; and
- (c) the MLS® number.

**9.17 Thumbnail Display Summary or Detail Display Disclaimer**

Any Thumbnail Display summary or Detail Display on an MLS® VOW must prominently display any disclaimer which accompanied the information in its original form, or the following notice:

"NOTE: This representation is based in whole or in part on data generated by the Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver which assume no responsibility for its accuracy."

**9.18 Restriction on Co-Mingling**

MLS® VOW Participants must not permit any portion of the MLS® VOW Data to be co-mingled with any non-MLS® listings on any MLS® VOW. MLS® VOW Participants shall cause any listing displayed on their MLS® VOW obtained from other sources to be searched separately from listings in the MLS® Database.

**9.19 Restriction on Number of Listings**

MLS® VOW Participants shall limit the number of listings that a Registrant may view or retrieve, to not more than 100 listings in response to any inquiry.

**9.20 Permitted Exclusions of MLS® Data**

An MLS® VOW Participant may only exclude MLS® VOW Data from display on its MLS® VOW in accordance with Sections 9.24 and 9.25 or based on some objective criteria such as type of property, listed price or geographical location.

**9.21 Refreshing Information**

All information provided on an MLS® VOW must be refreshed at least once every twenty-four (24) hours and the MLS® VOW must indicate the date of the last update.

**9.22 Archived MLS® VOW Data**

The Board may archive portions of the MLS® VOW Data, in which case it will not be available in the normal MLS® VOW Datafeed. MLS® VOW Participants who wish to access a particular portion of the archived MLS® VOW Data for use in their MLS® VOW must make a special request to the Board.

**Exclusions and Restrictions**

**9.23 Permitted Data**

Subject to Section 9.11 an MLS® VOW may display information set out in the MLS® VOW Datafeed.

**9.24 Prohibited Data**

An MLS® VOW may not make available for search by or display to Registrants the following data:

- (a) MLS® Data other than MLS® VOW Data supplied by the Board;
- (b) the seller's and occupant's names and contact information, including phone number and e-mail address;
- (c) REALTOR® Remarks;
- (d) any other instructions or remarks intended for Cooperating Brokerages only, such as those regarding showing or security of the listing property, instructions for access or when the property will be empty or occupied, the seller's mortgage information and/or personal information about the seller and occupants of the property; and
- (e) such other listings, data or information as determined by the Board from time to time.

**9.25 Seller Opt-out**

An MLS® VOW may not display listings or property addresses of any seller who has affirmatively directed the Listing Brokerage to withhold the seller's listing or property address from display on the Internet.

- (a) The Listing Brokerage shall communicate to the Board that the seller has elected not to permit display of the listing or property address on the Internet. The seller may make this election at the time of listing, and may only change the election at the discretion of the Board.
- (b) The Board will thereafter identify that listing and that listing shall not be made available to Registrants.

- (c) The Listing Brokerage shall retain such documentation of the seller's direction for at least one year from the date the direction is provided, or one year from the date the listing expires or is terminated, whichever is later.
- (d) Notwithstanding the foregoing, an MLS® VOW Participant may provide to Registrants via other delivery mechanisms, such as email, fax or otherwise, the listings or property addresses of sellers who have determined not to have the listing or property address displayed on the Internet.

### **Prohibitions**

#### **9.26 Restriction on use of MLS® VOW Data**

MLS® VOW Participants must not permit any portion of the MLS® VOW Data to be used or provided to any person for any purpose other than those expressly provided for in the Rules of Cooperation and other Board rules, regulations, bylaws and policies.

Subject to compliance with the Rules of Cooperation and other Board rules, regulations, bylaws and policies, MLS® VOW Participants may, for the purposes of providing real estate services, use MLS® VOW Data to generate and provide statistical information and valuation estimates to their Registrants.

#### **9.27 MLS® VOW Data**

The MLS® VOW Data received from the Board, or any portion thereof, may not be displayed other than on an authorized MLS® VOW accessible only to Registrants who have properly logged in.

#### **9.28 Scraping**

MLS® VOW Participants shall take all reasonable precautions to prevent Scraping of the MLS® VOW Data from their MLS® VOW, and to prevent the MLS® VOW Data from being displayed on any internet website other than an MLS® VOW or being used other than in accordance with this Section 9 and the Rules of Cooperation and Board regulations, guidelines and policies.

Reasonable precautions shall include but are not limited to:

- (a) monitoring the MLS® VOW for signs that a third party is Scraping data, and other unauthorized, access, reproduction, or use of listing information, the MLS® Database, MLS® Data and any related information;
- (b) utilizing appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the Board;
- (c) maintaining an audit trail of Registrants' activity on the MLS® VOW and making that information available to the Board if the Board has reason to believe that

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any MLS® VOW has been the cause of, or permitted a breach in, the security of the MLS® Data or a violation of applicable Rules, including these Rules; and

- (d) prominently posting a notice on the MLS® VOW explaining that the website must only be used by consumers for the purpose of locating and purchasing real estate.

### **9.29 Prohibition on Modification of MLS® VOW Data**

MLS® VOW Participants must not alter, modify, manipulate or obscure the MLS® VOW Data (or any disclaimers or notices therein) in any way without the Board's prior written approval.

### **9.30 Advise the Board**

MLS® VOW Participants shall immediately advise the Board whenever they suspect:

- (a) unauthorized access or use of an MLS® VOW;
- (b) Scraping may have occurred;
- (c) violation of the Terms of Use; and
- (d) any error, bug, or security breach of any MLS® VOW Datafeed.

## **Liability**

### **9.31 Liability for Use of MLS® VOW Data**

An MLS® VOW Participant is responsible for any liability or loss of goodwill associated with problems of data integrity, accuracy or timeliness arising from Member's use, either directly, or indirectly through an MLS® VOW Service Provider, of the Board's MLS® System, listing information, and/or any information transmitted through an MLS® VOW Datafeed.

### **9.32 Use of Internet**

The MLS® VOW Participant acknowledges that there are certain security, corruption, transmission errors, and access availability risks associated with using open networks such as the Internet, and the MLS® VOW Participant hereby expressly assumes all such risks.

## **The Board**

### **9.33 Board monitoring**

MLS® VOW Participants must make the MLS® VOW directly accessible to the Board for purposes of monitoring and ensuring compliance with the Board's rules, bylaws, regulations and policies including all Rules of Cooperation. Without limiting the generality of the foregoing, for security, monitoring and network maintenance



purposes, and the like, at any time, the Board is authorized, but not obligated, to monitor and access applications and systems, monitor network traffic and usage, and to obtain full access to MLS® VOWs and systems to ensure that any information transmitted through an MLS® VOW Datafeed is displayed in accordance with these Rules. MLS® VOW Participants shall agree to render reasonable assistance and cooperation to the Board if so requested in connection with this section 9.33.

**9.34 Powers of the Board**

If the Board has reason to believe there has been or will be a breach in the security of an MLS® VOW Data or a violation of the Board’s bylaws, regulations, guidelines and policies including all Rules of Cooperation related to its use, the MLS® VOW Participant shall, upon request, provide to the Board a copy of the record of the name, e-mail address and user name of each Registrant, or those Registrants identified by the Board to be suspected of involvement in the violation.

**9.35 Required Changes**

Within forty-eight (48) hours or an extended period of time specified by the Board, an MLS® VOW Participant must make, or cause to be made, such changes to its MLS® VOW as required by the Board to cure any violation of the Board’s bylaws, rules regulations, and policies including all Rules of Cooperation.

**Suspension and Termination**

**9.36 Cease Operation of MLS® VOW by an MLS® VOW Participant**

An MLS® VOW Participant will cease operating an MLS® VOW, will not display MLS® VOW Data and is not entitled to access the MLS® VOW Data if:

- (a) the MLS® VOW Participant notifies the Board in writing, in a form satisfactory to the Board, that they are ceasing to operate an MLS® VOW;
- (b) the MLS® VOW Agreement entered by the MLS® VOW Participant is terminated;
- (c) the licence of the MLS® VOW Participant conferred under the MLS® VOW Agreement has been terminated or suspended;
- (d) the MLS® VOW Participant ceases to be a Member of the Board or is terminated or suspended or otherwise rendered inactive from membership in the Board;
- (e) the right of the MLS® VOW Participant to operate an MLS® VOW or to have access to the MLS® VOW Data has been suspended or terminated pursuant to a discipline order under the Board’s bylaws;
- (f) the MLS® VOW Participant is in breach of its obligations under this Section 9 and fails to remedy the default within forty-eight (48) hours after receiving a written demand to do so from the Board; or

- (g) the MLS® VOW Participant has been in breach of its obligations under this Section 9 more than three (3) times in any twelve-month period, regardless of whether those breaches have been remedied.

**9.37 Suspension**

In addition to Section 9.36 the Board may immediately suspend without notice an MLS® VOW Participant's access to the MLS® VOW Data if, in the sole discretion of the Board:

- (a) the Board knows or suspects an event described in Section 9.36 has occurred or is about to occur;
- (b) the Board knows or suspects that the MLS® VOW Participant's MLS® VOW is being used or accessed in a manner contrary to the Terms of Use in Section 9.07; or
- (c) the Board concludes that the MLS® VOW Participant is in breach of its obligations under this Section 9 or the MLS® VOW Agreement.

**9.38 Termination**

Immediately upon termination of the MLS® VOW Participant's right to operate an MLS® VOW, the MLS® VOW Participant shall promptly, by secure means, permanently delete, erase and destroy any and all confidential information, personal information, information transmitted through an MLS® VOW Datafeed and any materials (in any medium) containing or reflecting any listing information including all copies, extracts, reproductions or otherwise, in whole or in part, that each has stored anywhere and by any means, including without limitation on magnetic media or other electronic or digital storage, including all backup copies, in its possession or under its control, as well as any copies in the possession or under the control of its representatives. Within fifteen (15) days of termination of its right to operate an MLS® VOW, the MLS® VOW Participant shall deliver to the Board a written statement signed and certified by a duly authorized officer of that Member's brokerage indicating that the provisions of this Section 9.38 have been fulfilled.

**9.39 Remedies Cumulative**

None of the provisions in Sections 9.36 to 9.39 diminish the ability of the Board to pursue the remedies available under the MLS® VOW Agreement, at law or equity.

## SECTION 10 – LOCKBOXES AND ACCESS CARDS

### 10.01 Terms of Use

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

- (a) access cards and the associated technology are issued and registered for the exclusive use by an individual Member and are NOT TO BE LOANED/SHARED under any circumstances;
- (b) Disclosure to Clients: the CARDHOLDER will obtain specific written authorization from the seller before placing a lockbox on the owner's property;
- (c) One Day Showing Codes: unless authorized by the seller in writing, One Day Showing Codes may not be given to any individual, firm or corporation under any circumstance, other than to a licensed member in good standing with any British Columbia real estate board or association; and

One Day Showing Codes may not be given out unless the recipient is personally known to the Member or their identity can be verified through their office or the Board's Member communications system;

- (d) in the event that access cards are lost, misplaced or stolen, the Board must be immediately notified;
- (e) PIN codes are to be kept confidential and any written record of the code must not be attached to or kept with the access card;
- (f) an access card may be programmed for any licensee who is affiliated with any British Columbia board/association, provided there is an existing agreement between the member and their home board/association;
- (g) directions for the use of lockboxes (if any) as published on the listing must be strictly adhered to;
- (h) keys removed from lockboxes must be replaced immediately following use;
- (i) it is the responsibility of the user to ensure that all security precautions are taken prior to departing the property; and
- (j) in the event of termination of membership in the Board, lockboxes may be transferred to another Member with documentation presented to the Board.

Failure to comply with any obligation under this Section may result in the User Agreement being terminated. The holder may be subject to loss of access to the lockbox system, fines and other penalties determined by the Board.

## **SECTION 11 – USE OF MLS® DATA**

### **11.01 British Columbia Assessment Information**

No Member, or their unlicensed assistants or administrators where permitted by the Board, shall use or permit or allow the use of British Columbia Assessment information to obtain addresses for solicitation or mailing purposes of any kind, and will use their best efforts to ensure that no information supplied pursuant to the agreement with British Columbia Assessment is used in the harassment of members of the public or contrary to the public interest, or in an otherwise improper manner.

### **11.02 Misuse of MLS® Information**

Except as provided in the Rules of Cooperation, no Member, or their unlicensed assistants or administrators where permitted by the Board, except in the ordinary course of their business, shall make available to any unlicensed person, firm or corporation information distributed by the MLS® System. The Member will be held responsible for any misuse by non-Members of MLS® information supplied by the Member.

### **11.03 Access Codes**

Access codes to the MLS® computer systems are provided to Members, and to Members' unlicensed assistants and/or administrators where permitted by the Board, in order to maintain security of the computer system. Notwithstanding any other provision of the Rules of Cooperation no Member or employee of a corporate Member shall make available to any other individual, firm or corporation access codes to the MLS® computer system operated by the Board on behalf of its Members. For the purposes of this section "access codes" shall mean such identification, access codes and passwords that the Board determines, from time to time, are required for access to the MLS® computer system.

### **11.04 Errors and Omissions in Database**

The Board shall not be liable to the Member for any interruption of services or for any error or omission contained in the database of the Board. The Board shall not be liable for any damages, whether direct or indirect, which may arise from such errors or omissions.

### **11.05 Licence Agreement**

Members must comply with all of the terms and conditions of any licence agreement entered into between the Member and the Board or a third party with respect to access to and use of the MLS® computer system and a breach of such licence agreement shall constitute a breach of these Rules of Cooperation.

### **11.06 Termination of Access**

Members may only access and use the MLS® computer system so long as they are Members in good standing of the Board. Upon termination or suspension of membership or suspension of all of the privileges of membership the Member's access to the MLS® computer system will be terminated.

**SECTION 12 – GENERAL**

**12.01 Forms Software**

Any forms (paper or electronic) created with publishing software must be authorized by and contain the logo and copyright notice of BCREA and/or the Board. Only software programs that do not allow the body of the form to be modified will be eligible to receive the required authorization.

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# CREA Appendix "A" Rules and Regulations

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Revised March 2010

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## **RULE XVII OPERATION OF A BOARD'S MLS® SYSTEM**

Interpretations of Rule XVII:

1. The listing REALTOR® shall be available to provide professional advice and counsel to the seller on all offers and counter offers unless otherwise directed by the seller in writing.
2. The listing REALTOR® is responsible and accountable for the accuracy of information submitted to a Board/Association for inclusion in the Board's MLS® System, and the Board/Association is responsible for ensuring that the data submitted to it meets reasonable standards of quality.
3. Only REALTORS® are permitted to display the MLS® trademarks in signage, advertising, etc.
4. Where the seller directs the listing REALTOR® in writing to do so, the seller's contact information may appear in the REALTOR® only remarks (non-public) section of a listing on a Board/Association's MLS® System. The seller's contact information shall not appear on REALTOR.ca or in the general (public) remarks section of a listing on a Board/Association's MLS® system. The listing REALTOR® may include a direction in the General Description section on REALTOR.ca or on websites operated by CREA or a Board/Association to visit the REALTOR® website to obtain additional information about the listing (but the nature of such additional information shall not be specified).
5. Where the seller has reserved the right to sell the property himself/herself, that fact shall be specified in the Board/Association's MLS® System.