

**THE OAKVILLE, MILTON AND DISTRICT
REAL ESTATE BOARD**

MULTIPLE LISTING SERVICE®

RULES AND REGULATIONS

As Amended: December 2003
As Amended: November 2007
As Amended: December 2008
As Amended: October 2009
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THE OAKVILLE MILTON DISTRICT REAL ESTATE BOARD

**MLS® RULES AND REGULATIONS
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THE OAKVILLE MILTON DISTRICT REAL ESTATE BOARD
MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

INTRODUCTION

The purpose of OMDREB MLS® Rules and Regulations is to set out the requirements for the orderly and efficient operation of the OMDREB Multiple Listing Service.

They are designed to reflect a high standard of practice and all Members are expected to understand and abide by these Rules.

The authority of the Board and the requirement for all Members to comply is contained in the OMDREB By-law. Any breach of the MLS® Rules and Regulations is a breach of the OMDREB By-law.

Breach of an MLS® “Rule” by a Member may result in the conduct being reported to the Professional Standards Committee.

The “Glossary” defines certain words or phrases as an aid to interpretation of these MLS® Rules and Regulations in addition to any terms defined elsewhere in these MLS® Rules and Regulations.

Words importing the singular number or the masculine gender shall include the plural number or feminine gender and vice versa.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R 100 - GENERAL

R-101

All Members shall abide by OMDREB'S MLS® Rules & Regulations and Policies. No Member shall act in a manner so as to attempt to deliberately avoid or circumvent the MLS® System or these MLS® Rules and Regulations.

R-102

The Board reserves the right to reject or to suspend publication of any listing in its sole discretion.

R-103

Use of the MLS® System is subject to the provisions of the Authorized User Agreements as amended, restated or replaced from time to time.

R-105

No contact information or personal promotion of any sort shall be included in the internet ad copy section of a listing. Any listing found not adhering to this rule will be corrected by the Board and a fine will be assessed as described in the attached "Schedule of MLS® Fees.

R-109

The use of the Board courier service and mail system, including electronic mail, shall be restricted to the circulation of Board-related material. It may not be used for solicitation of any kind unless specifically authorized by the Board of Directors.

R 200 - FORMS

R-205

Current approved OMDREB or OREA MLS® Forms are required for all MLS® Listings.

R-206

No Member shall use any MLS® Forms after OMDREB or OREA has issued a specific date for discontinuance by Members.

R-210

Any changes to approved OMDREB/OREA forms shall be clearly identified and initialed by all parties to the transaction. (For permitted changes to the MLS® Listing Agreement refer to Rule R-340 and R-360).

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R 300 - MLS® LISTINGS

R-301

(a) The Listing Brokerage is responsible for the accuracy of all information submitted by the Listing Brokerage to the MLS® System. OMDREB is not obligated to or responsible for reviewing the accuracy or propriety of any MLS® Data Information Form, MLS® Listing Agreement or document attachments. It is the Listing Brokerage's responsibility to verify the accuracy of the photograph, information and documentation and to correct any inaccuracy or notify OMDREB of any inaccuracy immediately of same as may be necessary in the circumstances.

(b) The Listing Brokerage is responsible for insuring that the listings be accompanied by appropriate back-up documents, such as Power of Sale certificates, Power of Attorney documents, etc., as a protection for the Membership.

(c) A listing REALTOR®/brokerage must act as agent for the Seller to post, amend or remove a property listing in the OMDREB MLS® System. The nature of any additional services to be provided by the listing REALTOR®/brokerage to the Seller is determined by agreement between the listing REALTOR®/brokerage and the Seller.

R-302

By submitting an MLS® Listing to the MLS® System, the Listing Brokerage represents and warrants, to OMDREB and to all Members that a valid, complete and accurate MLS® Listing Agreement and document attachments that comply with the applicable requirements of the MLS® Rules and Regulations, is in effect between the Seller and the Listing Brokerage. The submission, of a listing to the MLS® System that otherwise complies with the MLS® Rules and Regulations shall not affect the Listing Brokerage's ownership rights in the Listing Brokerage's MLS® Listing Agreement and document attachments with the Seller including the Listing Brokerage's right to market the property in accordance with the MLS® Listing Agreement and document attachments.

R-303

(a) When requested by OMDREB, the Listing Brokerage shall forward to OMDREB a copy of any documentation pertaining to an MLS® Listing Agreement by the end of the next OMDREB'S business day.

(b) Failure to comply will result in a fine as described in the attached "Schedule of MLS® Fees."

R-304

(a) No Member shall submit an MLS® Listing to the MLS® System that contravenes the OMDREB MLS® Rules and Regulations and/or the OMDREB By-Law. OMDREB may, in its sole discretion, deem any such MLS® Listing to be invalid and either remove it from the MLS® System or refuse to publish such MLS® Listing.

(b) Without limiting the generality of the foregoing and the other provisions of the MLS® Rules and Regulations, any such MLS® Listing shall not be accepted by OMDREB as an MLS® Listing:

(i) if it excludes specific Member(s) from showing the property;

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-304 (ii) if it excludes any Members from acting as a Co-operating Brokerage;

(iii) if it does not provide compensation to the Co-operating Brokerage for the sale of the listed property;

(iv) if all mandatory fields have not been completed;

(c) If a submitted MLS® Listing is deemed invalid as hereinbefore provided, OMDREB shall send notice to the Listing Brokerage who shall, within two (2) OMDREB business days, remedy the information through the filing of an Amendment or the processing of a Cancellation, failing which the listing will be placed on Cease Action.

R-305

Any deficiency within a listing shall be subject to a fine as described in the attached "Schedule of MLS® Fees."

R-307

The information relating to an MLS® Listing which has commenced but has yet to be processed or published by OMDREB shall be given by the Listing Brokerage to any Co-operating Brokerage, upon request.

R-310

All property to be traded separately shall be listed separately. A Listing Brokerage may publish a property as residential and/or commercial and/or vacant land types.

R-311

All MLS® Listing Agreements and other documents relating to the MLS® Listing Agreement must be signed by all registered owner/owners or all legal parties having a legal right to sell the property.

R-314

(a) The Board requires that a standard form be signed by the Seller and the Listing Broker in order to effect the Release, Cancellation or Withdrawal of a listing.

(b) Cancellation forms must be unaltered, with the exception of the Holdover Clause, which may be removed from the Cancellation form only if the Holdover Clause was struck from the listing contract.

(c) Sellers' signatures are required for price changes.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-315

(a) A Member shall not solicit a Listing which is currently listed with another Broker. However, if the Listing Broker, 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 Broker and the client), the Member may contact the Principal to secure such information and may discuss the terms upon which the Member might take a future Listing.

(b) A Member shall not solicit Buyer Agency Agreements from Buyers/Tenants who are subject to exclusive Buyer Agency Agreements. However, if a Buyer/Tenant's Agent when asked by a Member, refuses to discuss the expiration date of the exclusive Buyer Agency 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 Agency Agreement.

(c) The fact that an Agency 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 Agency Agreement.

(d) When Members are contacted by the Principal 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 Agency Agreement.

(e) 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 Agency 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 a 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, provided they are done in accordance with Provincial and/or Federal legislation.

(f) This rule recognizes as prohibited practices two basic types of solicitations:

(i) A telephone and/or personal solicitation 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 listed their property with another Member; and

(ii) mail or other forms of written solicitations of prospective Principals whose properties are listed with another Member when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current Listings under MLS® or identified "for sale" or "for rent" signs or other sources of information.

MULTIPLE LISTING SERVICE® RULES AND POLICIES

(g) Members, prior to entering into an Agency Agreement, have an affirmative obligation to make reasonable efforts to determine whether the Principal is subject to a current, valid Agency Agreement to provide the same type of real estate service.

(h) This rule does not preclude Members from contacting the Principal of another Broker for the purpose of offering to provide, or entering into an agency arrangement where the original and current Principal's agent has negotiated a cancellation clause with the Principal, and the Principal has not otherwise indicated he/she does not wish to be solicited during the term of that contract.

(i) This rule does not preclude Members from contacting the Principal of another Broker 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 data base information received through MLS® may not be used to target Principals of other Members to whom such offers to provide services may be made.

R-320

An MLS® Listing shall show the name of all Brokerage Members that are party to the MLS® Listing Agreement.

R-325

The Listing Broker must secure a satisfactory Listing signed by the owner/owners or any person lawfully entitled to list the property for sale or by his/her/their lawfully authorized representative. All MLS® Listings shall be taken for a minimum period of 60 days from the date of the listing.

R-326

An Agency Agreement may be withdrawn from the Multiple Listing Service® before its expiration date provided a Cease Action form is filed with the Board by the Firm Member, which notice or accompanying documentation is signed by the Principal who signed the original Agency Agreement, or by his/her/their lawfully authorized representatives. Such withdrawal shall not constitute a cancellation of the terms and conditions of the original Agency Agreement.

R-327

An Agency Agreement may be cancelled by a properly completed Cancellation form signed by the Firm Member and the Principal who signed the original Agency Agreement, or by his/her/their lawfully authorized representatives and, in the case of MLS® Listings, a copy of such release shall be forwarded to the Board immediately upon signing.

R-330

The term of an MLS® Listing shall not be amended to fewer than sixty (60) days, calculated from the commencement date.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-340

(a) Any special provision on the listing agreement shall be in writing and shall not be binding on a Co-operating Brokerage unless notice of the existence of the special provisions is published on the MLS® System. An MLS® Listing Agreement and/or any Document Attachments that include a special provision that has the effect of limiting a Listing Brokerage's obligations that otherwise would exist under the MLS® Rules or Regulations shall be subject to refusal or removal from the MLS® System.

The provisions of the MLS® Listing Agreement set out under the headings:

- (i) Warranties;
- (ii) Family Law Act;
- (iii) Verification of Information;
- (iv) Use and Distribution of Information;
- (v) Successors and Assigns; and
- (vi) Conflict of Discrepancy

are necessary for the orderly operation of the MLS® System and notwithstanding any other provisions of the MLS® Rules or Regulations shall not be amended or deleted.

(b) When there is an excluded Buyer on a listing, whether for sale or for lease, a "Notice of Excluded Buyer" form must be submitted with the listing and the duration of the exclusion must be spelled out. The "Special Provisions" box should be ticked "Yes" and the listing under REMARKS should include the words: "See LBO re excluded Buyer(s)."

R-350

MLS® Listings appearing on the MLS® System shall be immediately available (subject to applicable legislation, the rights of and reasonable accommodation of the occupant(s) for showings, inspections and registration of offers.

R-351

(a) When an MLS® Listing indicates "No presentation of offers until ... (a specified date)", the Listing Broker must maintain a record of all registered offers.

(b) When an offer is registered on a property prior to the specified presentation date and time, the Listing Broker must notify all Co-Operating Brokers who have already registered offers that an additional offer has been registered on the property and they shall be given an equal opportunity to present an offer.

(c) Any special instructions regarding presentation of offers, including but not limited to: a specific time frame for irrevocable date; submission of offers by fax etc., shall be in writing, signed by the owner and provided to the Co-operating Broker upon request.

In the event an existing listing becomes unavailable for showings, inspections or registration of offers, the listing shall be placed on Cease Action status.

While under Cease Action a record of all requests by Co-operating Brokerages for showings, inspections and registration of offers shall be kept by the Listing Brokerage.

Upon the Seller rescinding the Cease Action, the Listing Brokerage shall immediately notify all Co-operating Brokerages who have requested showings, inspections or registration of offers.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-360

MLS® Listings on the MLS® System shall contain all information necessary for preparing an Offer for Sale, Lease or Sub-Lease.

R-365

In all instances when an MLS® Listing Agreement commences, the Listing Brokerage shall process the MLS® Listing through the MLS® System within two (2) OMDREB business days following the commencement date of the MLS® Listing Agreement.

R-366

In addition to any fees charged by REALTORS® Association of Hamilton-Burlington (RAHB), there is a fee, as described in the attached "Schedule of MLS® Fees," for OMDREB Board staff to load a listing onto RAHB's MLS® system for any listing that is outside of RAHB's jurisdictional area. Listings that are within RAHB's jurisdictional area will continue to be loaded by OMDREB Board staff into the RAHB MLS® system at no charge to the Member.

R-370

Where an MLS® Listing is designated as an Office listing in the Listing Salesperson field, the Broker of Record/Manager's name or the name of a Member who is familiar with the property shall also appear after the word "Office".

R-375

If the Seller directs that the Co-operating Brokerage not be in attendance during an Offer presentation, the Listing Brokerage shall indicate such requirement as a special provision on the MLS® System and provide written direction from the Seller upon request of the Co-operating Brokerage.

R-380

Where the lot size of a residential property is irregular, the Listing Brokerage shall report the frontage and the smaller dimension of the depth, and include the words "lot size irregular" on the MLS® System.

R-381

The Listing Brokerage shall update the MLS® System within two (2) OMDREB business days following cancellation or suspension of an MLS® Listing Agreement.

R-384

All MLS® listings must have a photograph, sketch, etc. The Board reserves the right to disallow images that include any person, child or adult or which contain personal promotion and such photos/images will be subject to fine as described in the attached "Schedule of MLS® Fees."

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-385

Photographs or other graphic images of a property containing personal promotions or with wording or other embellishments not related to the property shall not be accepted for an MLS® Listing to be serviced through the MLS® System.

R-386

Where a photo is to be provided by the Listing Broker Office (LBO), and that photo is not received by the Board or uploaded within 2 business days of the listing being processed and is within the Boards' jurisdiction, the Board photographer will be instructed to take a picture and bill the LBO accordingly. Where the property is located outside of our photography service area and no photo is received or uploaded from the LBO, that listing will be suspended until a suitable photograph is received from the LBO.

R-387

Any Member who uses another Member's photos, attachments or any other marketing materials without first obtaining the written approval of the other Member will be subject to a fine as described in the attached "Schedule of MLS® Fees."

R-388

URL's shall not appear anywhere on an MLS® listing except in the appropriate virtual tour and brochure fields. Any Member who does not remove an offending URL will be subject to a fine as described in the attached "schedule of MLS® fees."

R-390

Where realty taxes are required to appear on the MLS® System, the amount to be shown shall be the current year's annual taxes or if not available the prior year's annual taxes. All active listings must show current tax figures as of July 1st of each year. Zero (\$0) dollar taxes is only allowed on listings where taxes have not been set or with respect to properties listed only for lease.

R 400 - ADVERTISING

R-410

The Listing Brokerage shall ensure that any sign placed on property listed through the MLS® System shall be the Listing Brokerage's sign and shall have MLS® identification attached to it during the currency of the MLS® Listing Agreement.

R-411

No Member's MLS® sign shall be placed on the property until the commencement date of the Member's MLS® Listing Agreement.

R-415

On expiry, suspension or cancellation of an MLS® Listing Agreement, the Listing Brokerage shall remove the MLS® sign immediately.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-421

When a property with an MLS® sign has been Reported sold firm, a Member shall, within two (2) OMDREB business days, place a “sold” sign on the property or remove the “for sale” sign.

R-425

A Member shall promptly remove his sign from property that becomes listed by another Member for the same trade function.

R-430

Members other than the Listing Brokerage may advertise only when Members have received specific written permission from the Listing Brokerage.

Members shall not use any marketing materials prepared by or created for another Member, including but not limited to, photographs, floor plans, virtual tours, personal marketing materials or feature sheets without the written consent of that Member who created or purchased the material.

R-431

Brochure links attached to a listing must only relate specifically to the listed property. Any listing found not adhering to this rule will have the brochure link removed by the Board and will result in a fine as described in the attached “Schedule of MLS® Fees.”

R-435

No Member shall advertise or represent an MLS® Listing for any use other than as permitted by law.

R-440

The MLS® statistical report is the property of the Board and the Board is to be the source of MLS® information in our communities. The circulation of the Board’s official MLS® report via a Member’s advertisement or marketing is not in accordance with the Board By-Law. The President acts as the spokesperson for the Board and any dissemination of the MLS® report is to come from the Board.

Any statistical information published must credit the source as OMDREB statistics.

R 500 - APPOINTMENTS, SHOWINGS, OPEN HOUSES, KEYS AND LOCK BOXES

R-501

Under no circumstances shall OMDREB be responsible for any loss suffered by any person arising out of the use of a lock box, key or security card. A Member utilizing a lock box, key or security card thereby indemnifies and saves OMDREB harmless from any loss suffered by OMDREB arising out of any claim by any person(s) arising from the use of a lock box, key or security card.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-505

All appointments with the Seller to show or inspect an MLS® Listing shall be made through the Listing Brokerage.

R-510

The Listing Brokerage shall make appointments and confirm them without delay. If an appointment cannot be made, the Listing Brokerage shall immediately advise the Co-operating Brokerage requesting the appointment and continue to attempt to arrange an appointment for a time suitable to all parties if requested.

R-515

A Member, who is unable to keep an appointment to show or inspect an MLS® Listing, shall immediately advise the Listing Brokerage prior to the appointment, who shall in turn immediately advise the Seller or occupant.

R-520

The Co-operating Brokerage or Broker or a Salesperson of the Co-operating Brokerage shall be in continuous attendance during any showing of the property, Buyer visits or inspections necessary to fulfill conditions.

R-530

Keys and security cards obtained from a Listing Brokerage shall only be used by Members for the purposes of inspecting or showing property to prospective Buyers. Unauthorized use of keys/security cards shall include but not be limited to:

- (a) the duplication of a key/security card;
- (b) failure to return a key/security card to the office where it was picked up immediately after an inspection or showing or within an agreed upon time; or
- (c) giving out a key/security card to an unauthorized party

R-535

When a Listing Brokerage utilizes a courtesy office to hold keys or security cards, the Listing Brokerage remains responsible for all keys and security cards provided to the courtesy office.

R-540

Members shall not use lock boxes or keys to access any property without first obtaining permission from the Listing Brokerage to access the property on each occasion.

R-545

A Member shall not interfere or tamper with a lock box of another Member.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-550

A Member who is in receipt of a lock box combination shall not disclose the combination to any other person without the consent of the Seller or their representative.

R-551

Keys shall be re-deposited in a lock box immediately upon exiting the property and the lock box shall be properly secured.

R-555

The Member conducting the showing or inspection is solely responsible to ensure that all security precautions are taken prior to departing the property.

R-560

No organized open house for Members shall be held on a property listed on MLS® before said Listing has been processed by the Board or all Members have been notified and had an opportunity to attend.

R-561

No public open house shall be held on a property listed on MLS® at any time without the continuous presence of a RECO registrant.

R 600 - REPORTING OF TRANSACTIONS

R-605

When an MLS® Listing is processed on both the residential and commercial MLS® systems, the trade shall be reported for both MLS® Listing numbers.

R-610

The sale, lease or sub-lease of a residential or commercial MLS® Listing shall be reported by the Listing Brokerage through the MLS® System, whether conditional or firm, to OMDREB within two (2) OMDREB business days following acceptance of an Offer.

Reporting by the Listing Brokerage of a commercial sale/lease price shall contain the unit of measurement in which the original listing was posted. All changes in the status of a previously reported conditional sale shall be reported to OMDREB within two (2) OMDREB business days of the change.

(a) The residential/commercial sale price shall be reported to OMDREB within two (2) OMDREB business days of either:

- (i) the transaction being firm; or
- (ii) removal of all condition(s)

Failure to report within two (2) OMDREB business days will result in OMDREB processing the transaction and a charge being levied against the Brokerage as described in the attached "Schedule of MLS® Fees."

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-611

The price indicated on the Agreement of Purchase and Sale is the sale price that should be reported to the Board office, regardless of who is paying the Selling Broker's commission.

R-612

When a condition has been renewed or when any other change occurs on a conditional sale of an MLS® Listing, or when a conditional or firm sale of an MLS® Listing has fallen through and the agreement of purchase and sale has been cancelled, notice shall immediately be Broker-loaded or provided in writing to the Board.

R-614

A notice of the sale of an MLS® Listing, circulated to all Members shall include the Listing Broker, Selling Broker, listing price, selling price, sold date (the date the transaction is firm), closing date and conditions, if any.

R-615

Any sale during the holdover period shall be reported to OMDREB within two (2) OMDREB business days.

R-616

In the event that the property is sold to an excluded Buyer, the MLS® Listing should be cancelled and the sale should not be reported as an MLS® sale.

R 700 - COMMISSIONS

R-705

The commission offered by the Listing Brokerage to a Co-operating Brokerage shall be disclosed on the MLS® System and be clearly and fully stated in the "Commission to Co-operating Brokerage" field.

R-706

The Listing Brokerage shall ensure that the commission offered to the Co-operating Brokerage on the MLS® System, is in accordance with the MLS® Listing Agreement.

R-710

The publication of an MLS® Listing on the MLS® System constitutes an offer by the Listing Brokerage to any Co-operating Brokerage that upon obtaining an Offer that is accepted for the MLS® Listing the Co-operating Brokerage shall be entitled to earn the commission published on the MLS® System, subject to the arbitration provisions of the OMDREB By-law and MLS® Rules and Regulations. Publication does not constitute an offer by such Listing Brokerage to pay commission as principal except as set out in Rules R-711, R-712 and R-713.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-711

A Member who has a Co-brokerage Agreement with a non-Member to place a listing on the MLS® System shall be acting as principal and shall, notwithstanding Rule R-710, be deemed to be making an offer as principal regarding commission to all Members.

R-712

When an MLS® Listing Agreement is taken for real estate located outside the Province of Ontario, the Listing Brokerage shall be acting as principal and shall, notwithstanding Rule R-710, be deemed to be making an Offer as principal regarding commission to all Members.

R-713

Where an MLS® Listing is taken for real estate in which a Member has an interest, the Member, notwithstanding Rule R-710, shall be deemed to be making an offer as principal regarding commission to all Members.

R-715

Any applicable taxes shall be in addition to the amount of commission payable unless otherwise noted in the "Commission to Co-operating Brokerage" field.

R-720

Should any tax that apply to a transaction, then commission to the Co-operating Brokerage shall be based on the sale price net of that tax, unless otherwise stated on the MLS® System.

R-725

For a commercial lease or sub-lease transaction, the commission offered to the Co-operating Brokerage shall indicate whether commission is calculated on gross, semi-gross or net basis, and whether based on usable or rentable area.

R-730

If a Member is unwilling to accept the commission offered on the MLS® System, such Member may request a change before an Offer is signed, and shall not use the terms of an Offer or an Agreement of Purchase and Sale to include or modify such commission. Any agreed upon change shall be separate and in writing and signed by the Listing and Co-operating Brokerages. A Listing Brokerage may unilaterally refuse to change such commission.

R-740

Commission offered to a Co-operating Brokerage as published on the MLS® System shall not be altered between the time of registration of an Offer and final acceptance of that Offer.

R-745

The commission earned by a Co-operating Brokerage is due and payable within ten (10) days of receipt of funds by a Listing Brokerage.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

R-750

If a full commission otherwise earned by a Member is not received within ten (10) days of the completion of the transaction, and where the deposit holder is a Member, the deposit shall be disbursed proportionately, forthwith unless otherwise agreed to in writing by the Co-operating Brokerage. At the time of such payment the Listing Brokerage shall fully disclose in writing to the Co-operating Brokerage all the facts and circumstances relating to non-payment of the full commission.

R-755

Unless a Co-operating Brokerage is pursuing a claim as defined in Rule R-760, a Co-operating Brokerage shall not communicate directly or indirectly with the Seller or the Seller's solicitor with respect to collecting a commission without the written permission of the Listing Brokerage.

R-760

When the full commission is not paid to the Listing Brokerage in accordance with the amount stated on the MLS® Listing Agreement (or as amended, if applicable), the Listing Brokerage and the Co-operating Brokerage shall decide whether to pursue legal or other action against the Seller and/or others in connection with the collection of the balance of the commission. If they agree to pursue a claim they will share costs of the claim on a basis proportionate to the sharing of commission unless they otherwise agree in writing.

If the Listing Brokerage does not agree to pursue a claim as provided in the immediately preceding paragraph, the Co-operating Brokerage may, within thirty (30) days of the closing of the transaction, by written notice (the "Notice") to the Listing Brokerage requiring the Listing Brokerage to either (a) make immediate payment to the Co-operating Brokerage of the full amount of the commission payable to the Co-operating Brokerage indicated on the MLS® System (the "Co-operating Brokerage's Commission") or (b) take such steps as are necessary for the Co-operating Brokerage to pursue a claim (a "Claim") for the commission provided for in the MLS® Listing Agreement (the "Full Commission").

The Listing Brokerage shall, within ten (10) days following receipt of the Notice (the "Notice Period") (a) either pay the Co-operating Brokerage's Commission or (b) take the steps necessary for the Co-operating Brokerage to pursue a Claim. Such steps may include but shall not necessarily be limited to permitting the Co-operating Brokerage to sue in the name of the Listing Brokerage and/or an assignment for nominal consideration by the Listing Brokerage to the Co-operating Brokerage of the debt represented by the unpaid commission provided for in the MLS® Listing Agreement.

If the Listing Brokerage fails to respond to the Notice within the Notice Period or if the Listing Brokerage elects to take steps to enable the Co-operating Brokerage to pursue a Claim but thereafter fails to take all steps reasonably necessary to facilitate the Claim, the Listing Brokerage shall be deemed to have elected to pay the Co-operating Brokerage's Commission to Co-operating Brokerage and shall forthwith make such payment.

MULTIPLE LISTING SERVICE® RULES AND REGULATIONS

If Co-operating Brokerage pursues a Claim, it shall have sole carriage of the Claim, including, without limitation, the right to select and instruct counsel, to accept any settlement and compromise of the claim and to discontinue the claim at any time. All costs incurred by Cooperating Brokerage in connection with pursuing a Claim shall be solely for the account of the Co-operating Brokerage. Any costs incurred by the Listing Brokerage in facilitating the Claim will be solely for the account of the Listing Brokerage.

All amounts actually received by the Co-operating Brokerage as result of pursuing a Claim shall be applied to the extent available first to the Co-operating Brokerage's costs of pursuing the Claim, second to the satisfaction of the Co-operating Brokerage's Commission (including any GST thereon) with any amount remaining thereafter to be shared 50% to the Co-operating Brokerage as compensation for having carriage of the claim and 50% to the Listing Brokerage.

R-765

If the holdover clause in an MLS® Listing Agreement is enforced and commission is paid, such commission, after deduction of legal and collection costs, shall be divided between the Brokerages involved in the transaction on a basis proportionate to the sharing of commission unless they otherwise agree in writing.

GLOSSARY

In these MLS® Rules and Regulations and this Glossary unless the context requires otherwise words or terms having a commonly understood meaning in the real estate brokerage industry and not otherwise defined herein shall be given that meaning provided that the terms set out below shall have the following meanings:

“Act” means the Real Estate and Business Brokers Act S.O. 2002, Chapter 30, as amended, or any successor legislation as may be amended from time to time;

“Agency” means that relationship between Principal and Agent wherein the Agent is considered in law to represent the Principal.

“Agency Agreement” means the agreement between the Principal and the Firm Member wherein the Firm Member represents the Principal in the disposition or acquisition of property, and without limiting the generality of the foregoing, includes the Listing Agreement and the Buyer Agency Agreement.

“Agreement of Purchase and Sale” is a document giving evidence of a contract which exists between the parties involved and includes an “Agreement to Lease”, “Offer to Sub-Lease”, “Agreement of Purchase and Sale Under the Bulk Sales Act”, “Option to Purchase”, “Offer to Exchange”, “Agreement of Purchase and Sale - Condominium Resale”;

“as principal” means acting as Seller and therefore directly liable to other Members for compensation;

“Authorized User Agreement” is a confidentiality agreement in a form provided by OMDREB from time to time to be signed by every Member of OMDREB and the authorized Broker of Record/Manager of the Brokerage;

“Board” means The Oakville, Milton and District Real Estate Board.

“Board-Load” means the entering of listing information from the MLS® Data Input Sheet, Listing Agreement, if applicable, and any other data onto the Board’s MLS® Database by Board staff.

“Board of Directors” means the Board of Directors of OMDREB;

“Broker” means an individual who has the prescribed qualifications to be registered as a Broker under the Act and who is employed by a Brokerage to trade in real estate and is authorized to use the MLS® System;

“Brokerage” (Listing/Co-operating) means a corporation, partnership, sole proprietor, association or other organization or entity that, on behalf of others and for compensation or reward or the expectation of such, trades in real estate or holds himself, herself or itself out as such;

“Broker-Load” means the entering of listing information from the MLS® Data Input Sheet, Listing Agreement, if applicable, and any other data onto the Board’s MLS® Data Base by the Listing Broker’s office.

GLOSSARY

“**Broker of Record**” has the meaning ascribed to that term in the OMDREB By-law;

“**Business**” means an undertaking carried on for gain or profit and includes an interest in such undertaking;

“**buy**” means acquire or seek to acquire an interest in real estate, and “**Buyer**” has a corresponding meaning;

“**Buyer**” includes a purchaser, a tenant, and a prospective purchaser or tenant;

“**Buyer Representation Agreement**” means the agency agreement formed between a buyer as Principal and his or her agent regarding the acquisition of property, and includes the Board's standard buyer agency agreement.

“**Buyer’s Agent**” means the Firm Member representing the buyer under a signed Buyer Agency Agreement.

“**By-laws**” means the By-law of the OMDREB as may be amended from time to time;

“**Cancellation**” (of an MLS® Listing), means a written agreement between the Listing Brokerage and the Seller or the Seller’s legally authorized representative which terminates an existing MLS® Listing Agreement;

“**Cease Action**” is notice from the Listing Brokerage which renders a current MLS® Listing inactive. **Cease Action** includes the terms "Off the Market", "No Showings" and "No Further Appointments" but does not constitute a Cancellation of an MLS® Listing Agreement; and “suspend” and “suspended” shall have a corresponding meaning;

“**commence**” when used with reference to an MLS® Listing Agreement means the date the Agency between the Listing Brokerage and the Seller is to begin and may be a date that is different from the date the MLS® Listing Agreement was signed by the Seller and “**commencement**” shall have a corresponding meaning;

“**Co-Operating Broker**” means a Firm Member who effects the trade of the property as a Sub-Agent, Buyer’s Agent, or otherwise.

“**Courtesy Office**” is an office other than the Listing Brokerage’s office, where keys and security cards may be held;

“**Directors**” means the Board of Directors of The Oakville, Milton and District Real Estate Board.

“**Document Attachment**” is a facsimile of an actual document or image that is supplementary to the specific MLS® Listing Agreement it is attached to and forms part of that Listing;

“**Exclusive Listing**” means a Listing which is not listed on the Board’s Multiple Listing Service®.

“**Listing**” includes both MLS® Listings and, unless the context indicates otherwise, Exclusive Listings.

GLOSSARY

“Listing Agreement” means the Agency Agreement formed between a seller as Principal and his or her Agent regarding the trade of property, and when it is part of an MLS[®] Listing, includes the Board’s standard listing agreement form.

“Listing Broker” means the Firm Member who has listed the property for trade through the Board’s Multiple Listing Service[®].

“Manager” means the Registrant in effective control and management of a Brokerage office;

“Mandatory Fields” are designated on the Freehold, Condominium and Commercial MLS[®] Data Information Forms and are to be correctly completed;

“may” is construed as permissive;

“Member” means Firm Member, Broker Member or Salesperson Member of The Oakville, Milton and District Real Estate Board all as defined in the By-law of the Board.

“Member Office” means a business office maintained by a Brokerage and used for the real estate business, serving the public on a regular and consistent basis;

“MLS[®]” means the Multiple Listing Service[®] operated the Board under the MLS[®] trademark, which trademark is protected throughout Canada for the use of Members of CREA in connection with services defined as listing to effect the purchase and sale of real estate.

“MLS[®] Data” means any part of the MLS[®] Database.

“MLS[®] Database” means the database of real estate listings operated by the Board for the benefit of its Members under the MLS[®] trademark, and includes any and all text, images and information gathered, compiled, stored or published by the Board as part of the Multiple Listing Service[®], in whatever format it is gathered, compiled, stored or published by the Board, and further includes any and all such text, images and information which is made available by the Board to Members, in whatever format it is disseminated to the Members.

“MLS[®] Data Input Sheet” means the data input sheet, as prescribed by the Board from time to time to be used to obtain and submit property information for MLS[®] Listings. The MLS[®] Data Input Sheet plus the Listing Agreement together makes up the MLS[®] Listing.

“MLS[®] Forms” means all forms (regardless of media employed) prescribed by OMDREB for use by Members in connection with the MLS[®] System;

“MLS[®] Listing” is property offered for sale, lease, sub-lease, exchange or option through the MLS[®] System and, where the context permits, includes the information concerning the property submitted to or published on the MLS[®] System including the MLS[®] Data Information Form;

“MLS[®] Listing Agreement” means the agreement between the Listing Brokerage and a Seller as prescribed by OMDREB from time to time and “document attachment” is supplementary to the specific MLS[®] Listing it is attached to and forms part of the MLS[®] Listing Agreement;

GLOSSARY

“**MLS® System**” means the multiple listing service operated by or on behalf of OMDREB and includes, without limitation, all MLS® data, the MLS® database, the MLS® Data Information Forms and the MLS® Online System;

“**OMDREB**” means The Oakville Milton District Real Estate Board;

“**OMDREB business day**” means a day on which the offices of OMDREB are open to serve Members.

“**Personal Promotion**” includes any indication of the Listing Brokerage and/or Listing Salesperson including but not limited to the name or contact information.

“**Principal**” means the client of the Member to whom is owed primary allegiance including good faith, full disclosure, competence, obedience and accounting.

“**property**” means real estate;

“**real estate**” includes leasehold interests and business, whether with or without premises, and fixtures, stock-in-trade, goods connected with the operation of business. For greater clarity, “real estate” may include less than a 100% interest in the foregoing, and shall include mobile homes and travel trailers that have become real property as a fixture;

“**RECO**” means the Real Estate Council of Ontario;

“**Registered**” when used with reference to an Offer means that the existence of a signed Offer has been communicated to the listing Salesperson of the Listing Brokerage;

“**Registrant**” means a Brokerage that is registered under the Act or a Broker or Salesperson who is registered under the Act;

“**Reporting**” means notification of information regarding MLS® Listings to OMDREB either by Brokerload or in writing to the Board office, or as determined by OMDREB from time to time and “**Reported**” and “**Report**” shall have a corresponding meaning;

“**sale**” shall include all forms of Trade;

“**Salesperson**” means an individual who has the prescribed qualifications to be registered as a Salesperson under the Act and who is employed by a Brokerage to trade in real estate;

“**Seller**” includes a vendor or landlord or a prospective vendor or landlord;

“**shall**” is construed as imperative;

“**special provisions**” means any material fact that may affect the Co-operating Brokerage;

“**Sub-Agent**” means a person empowered by an Agent to act on his/her behalf for a Principal in an agency relationship.

“**Trade**” as defined in the Real Estate and Business Broker’s Act (REBBA).

“**Withdrawal**” means Cease Action;

SCHEDULE OF MLS® FEES

LISTING

- Board-loaded Listing	20.00
- Board-loaded Amendments	15.00
- Board-loaded Internet Ad Copies	15.00
- Broker-loaded Listing	No Charge
- Broker-loaded Amendments	No Charge
- Broker-loaded Internet Ad Copies	No Charge
- Listing Supplement	20.00
- Republishing	20.00
- Assignment	20.00
- Data Integrity Fee	20.00
- Board photo processing – Auxilliary Photos	10.00
- Auxilliary Photos uploaded (Max 8)	1.00

BOARD PHOTOGRAPHY SERVICES

- Front Photo	8.00
- Back Photo	8.00
- Front Photo Seasonal Update	15.00
- Out of Area Photo	5.00
- Auxilliary Photo Shoot (Interiors)	45.00
- Decorating Update	20.00
- Extra Photos	20.00
- Colour Prints (minimum \$10.00)	0.50
- Disc Copy	10.00
- Duo Template	10.00
- Slide Show with Photos	15.00
- Slide Show with Virtual Tour	10.00
- Virtual Tour	59.95
- Virtual Tour Seasonal Update	20.00
- Virtual Tour Extra Views	15.00
- Night Shoot	100.00
- Cancellation Fee	20.00

MLS® FEES and FINES

- Any deficiency within a listing	20.00
- Contact information or personal promotion included in ad copy or in photos/images	20.00
- Failure to forward OMDREB requested documentation pertaining to an MLS® Listing	20.00
- Removal of non-compliant brochure link or image	20.00
- Failure to obtain written approval if using another Member's photos, images attachments or any other marketing material	150.00
- Listings loaded by OMDREB staff onto RAHB's MLS® system	35.00
- Listings loaded by OMDREB staff onto RAHB's MLS® system outside of RAHB's jurisdictional area (RAHB fee)	25.00
- Late filing of any listing amendments or failure to report sales to OMDREB within 48 hours of becoming firm	15.00/day to a maximum of 75.00

NOTE: ALL APPLICABLE TAXES WILL BE ADDED TO ALL OF THE ABOVE FEES.