



**Association and MLS<sup>®</sup>**  
**Policies, Rules & Regulations**  
**&**  
**Schedule of Fees**



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## 1. Statement of Principles

**WHEREAS** the Association has adopted these MLS® Rules with the understanding that the Members will abide by them, as well as by their spirit and intent, for the betterment of the Members and the public;

**AND WHEREAS** the Association wishes to ensure there is freedom of choice for the Members and the public they serve, but has adopted certain principles as the basis for representation as outlined in the CREA Pledge of Competition;

**AND WHEREAS** the Association has determined that Members submitting Listings to the MLS® System must offer co-operation, including an offer of compensation, to other Members whether acting as a Buyer's Representative, or otherwise;

**THE Association HAS ENACTED** these MLS® Rules, which shall apply notwithstanding any agreement or arrangement to the contrary between a Representative and his Client.

## 2. CREA Pledge of Competition

Member Boards and Associations of the Canadian Real Estate Association support free and open competition. We believe in the principles embodied in the Competition Act of Canada. Therefore, we adhere to Principles of Competition which include the following:

- Compensation members charge for services offered to the public, and the division of those fees among co-operating Members, are solely the choice of those providing the services.
- A brokerage may offer any variety of services (e.g., exclusive, open, MLS® listings, etc.). Real Estate Boards and Associations accept MLS® listings regardless of the price, compensation, or the division thereof.
- Advertising by Members and non-members is subject to the discretion of the individual, as long as it is honest and lawful. We encourage creative, competitive choice in the services advertised to the public.
- The business relationships between Brokerages, their salespersons and non-members are theirs to determine. With regard to Board and Association membership, Members may choose for themselves to work full or part time, as long as they remain available to serve the public on a regular basis and provided provincial enabling legislation does not otherwise authorize a limitation of such choice.

All Members are required to meet uniform and reasonable financial and educational standards. They are required to demonstrate integrity and character necessary to protect the public.

By using the MLS® and REALTOR® trademarks, all member Boards and Associations of the Canadian Real Estate Association proclaim adherence to these principles, designed to preserve free and open competition.

### 3. Preface

In all relationships with fellow REALTORS® and with those Buyers and Sellers involved, whether as Clients or otherwise, the Regulations under the Real Estate Trading Act, 2019, the RETA Code of Conduct, and the REALTOR® Code of Ethics must be observed. Where any of the following rules conflict with any relevant Regulations of the Real Estate Trading Act, 2019, the RETA Code of Conduct, or the REALTOR® Code of Ethics, in diminishing order, the Regulations of the Real Estate Trading Act, 2019, the RETA Code of Conduct, or the REALTOR® Code of Ethics shall be deemed to be paramount.

### 4. Definitions

- a. "Act" means The Real Estate Trading Act, 2019 and includes any amendment, re-enactment or successor of that Statute or Regulation, as the case may be.
- b. "Advertising" means promotion of any description including the posting and use of signs, and the words "Advertise" and "Advertisement(s)" have a corresponding meaning. Notwithstanding the generality of the foregoing, "Advertising involves promoting listings through flyers, yard signs, digital marketing on public websites, displays on brokerage websites (including IDX and VOW), onsite brokerage promotions, digital communication marketing (such as email blasts, newsletters, social media posts), multi-brokerage listing sharing networks, and publicly available applications. Public marketing does not include one-to-one direct communication between the listing REALTOR® and a REALTOR® from another brokerage/office.
- c. "Approved", when referencing a real estate form, means a form that is provided by the NL Association of REALTORS®, sometimes referred to as NLAR Standard Form(s) and/or any specific forms that the Association may provide for the use of its Members.
- d. "Agreement of Purchase and Sale" means an enforceable agreement between parties for the purchase and sale, exchange, or other conveyance of real estate.
- e. "Association" means the Newfoundland and Labrador Association of REALTORS®.
- f. "Authorized Manager" is any licensed broker or manager employed or associated with a licensed real estate brokerage and approved to act on behalf of that brokerage.
- g. "Authorized User" means any Person other than a Member who has been authorized by the Association to access or use any part of the MLS® System.
- h. "Broker" is an individual who holds the qualifications of a real estate broker; is licensed as a real estate broker under the Act by the Superintendent of Real Estate; is employed by or associated with a licensed real estate brokerage in NL and is registered with and approved to operate a real estate brokerage and trade in real estate on behalf of that brokerage.
- i. "Brokerage" is a real estate brokerage that is licensed under the Act.

- j. "Brokerage Firm Member" is a Brokerage that is a Member of NLAR and employs a licensed and registered broker.
- k. "Brokerload" means the entering of listing information from the MLS® Listing Contract, the MLS® Data Input Sheet and any other applicable data, onto the Association's MLS® System.
- l. "Business Day" means a day that the Association office is open for business, normally every day precluding Saturday, Sunday and statutory holidays.
- m. "Buyer" means a person acquiring or attempting to acquire an interest in real estate by purchase.
- n. "Buyer's Representative" means the Industry Member who is employed by the brokerage and acts on behalf of the Buyer in a real estate transaction.
- o. "CGL" means Commercial General Liability insurance as provided by the Association.
- p. "Client" means a person who has entered into a service agreement with an industry member in accordance with the Real Estate Act Rules, whether or not that service agreement is in writing.
- q. "Co-operating Brokerage" is a Brokerage Member that affects the trade of the property as a Buyer's Representative, or otherwise.
- r. "Consent" means the voluntary and informed approval, agreement or permission given by a competent person for some act or purpose.
- s. "CREA" means The Canadian Real Estate Association or any successor organization.
- t. "Customer" means a person who has contacted a member for information but not engaged or employed a member to provide services in an agency relationship.
- u. "E&O" means Errors and Omissions insurance as provided by the Association.
- v. "Listing" means a record of a property for lease or sale by a Brokerage Member.
- w. "Listing Brokerage" and "Seller's Brokerage" means a Brokerage Member which has listed the property for disposition using a Listing Contract.
- x. "Listing Contract" means the Service Agreement, whether applying to full or limited service, formed between a Seller, as Client, and a Brokerage Member in respect of one or more aspects of a disposition of property.
- y. "Member" means a real estate Brokerage, Broker, Salesperson or Associate who is a Member of NLAR.
- z. "Mere Posting" is an MLS® Listing where the Seller has reserved the right to sell the property themselves and is subject to a NLAR Mere Posting Service Agreement and which must comply with the Three Pillars of MLS® and the interpretations thereof.

- aa. “MLS® Data Input Sheet” means the data input sheet, as prescribed by the Association from time to time to be used to obtain and submit property information for MLS® Listings listed on the NLAR MLS® System.
- bb. “MLS® Listing” means a Listing on NLAR’s MLS® System using an MLS® Listing Contract.
- cc. “MLS® Listing Contract” means an Approved Listing Agreement, whether applying to full or limited service and, in either case, includes: the agreement portion and any subsequent amendment(s) thereto; and any subsequent amendment(s) thereto, whether or not the Board requires the submission of the agreement portion.
- dd. “MLS®” and “Multiple Listing Service®” are two of the MLS® Marks owned by CREA and licensed by CREA.
- ee. “MLS® Marks” - made up of MLS®, Multiple Listing Service® and the MLS® logos permitted by CREA are certification marks owned by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA’s By-laws, Rules and policies. The MLS® Marks identify professional services rendered by members in good standing of CREA to effect the purchase and sale of real estate as part of a "plural system arrangement", also known as a co-operative selling system (the "MLS® services") in compliance with CREA's By-laws, Rules and policies, and the REALTOR® Code of Ethics as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations. The MLS® Marks do not identify or describe a computer database of real estate listings.
- ff. “MLS® System” of the Association is the co-operative selling system operated and promoted by NLAR in association with the MLS® Marks. The MLS® System includes an inventory of listings (MLS® System database) of participating REALTORS®, including all text, images and information gathered, compiled, stored or published by a Board, in whatever format it is gathered, compiled, stored or published, and including all such text, images and information which is made available by the Board to Members, in whatever format it is disseminated. The MLS® System ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to affect the purchase and sale of real estate.
- gg. “NLAR” means the Newfoundland and Labrador Association of REALTORS® or any successor organization.
- hh. “Person” includes, where applicable, an individual, a partnership, a corporation, an organization, and a business.
- ii. “REALTOR® and REALTORS®” are two of the REALTOR® Marks controlled by CREA and licensed by CREA.
- jj. “REALTOR® Marks” - made up of REALTOR®, REALTORS® and the REALTOR® logos permitted by CREA – are certification marks controlled by CREA and licensed by CREA pursuant to the terms and

conditions set out in CREA's By-laws, Rules and policies. They identify Members in good standing of CREA who provide real estate brokerage services (the "REALTOR® services") in compliance with CREA's By-laws, Rules and policies, and the REALTOR® Code of Ethics, as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations.

- kk. "Seller" means a person disposing or attempting to dispose of an interest in real estate by sale.
- ll. "Seller's Rights Reserved" means a Listing which permits the Seller(s) to sell their property themselves, and which must comply with the Three Pillars of MLS® and the interpretations thereof.
- mm. "Service Agreement" means a contract that establishes the relationship between the parties as to the services and obligations to be performed by an industry member.
- nn. "Seller's Representative" means the Industry Member who is employed by the brokerage and acts on behalf of the Seller in a real estate transaction.
- oo. "Superintendent" means the Superintendent of Real Estate as defined in the Act, who has regulatory rights as outlined in the Act and its Regulations.

## 5. Jurisdiction

The MLS® jurisdiction of the Newfoundland and Labrador Association of REALTORS® Inc. is the entire province of Newfoundland and Labrador.

## 6. Accounting

- a. All fees and dues shall be set by the Board of Directors from time to time and shall be as set forth in these Policies, Rules and Regulations and the attached Schedule of Fees.
- b. Fees for NLAR, CREA and Errors & Omissions Insurance are collected in advance for the next calendar year commencing on February 1 of each year. In the event that a Member cancels their membership prior to January 31, they are entitled to receive reimbursement of any fees that have been collected in advance of the next calendar year.
- c. MLS® fees, lockbox fees and technology fees shall not be payable by members who have taken leave for long term disability, provided that the leave is supported by a doctor's note and applied for at the start of the leave period. NLAR and CREA dues and E&O premiums are payable in order to maintain membership and comply with RETA Regulation.
- d. Re-entrance fee will be waived for any member who is terminated for medical reasons providing written notice supported by a doctor's note is received prior to the termination.

- e. Re-entrance fees following maternity leave will be waived providing the member re-enters within a 12-month period of having taken maternity leave.
- f. Any member who has taken any leave as described above will not be allowed access to the MLS® system and shall not actively solicit business while on leave.

## 7. Receivable Policies

- a. All fees and dues shall be set by the Board of Directors from time to time and shall be as set forth in these Policies, Rules and Regulations and the attached Schedule of Fees.
- b. All amounts payable by members to the Association are billed on the last day of each month and the payment due date is 30 days from the date of the invoice.
- c. Any amounts not paid when due will result in a late payment fee of \$10.00 per month, which will be included on the next invoice issued.
- d. For any member who has an amount more than **15 days overdue**, a notice will be emailed to both the member and the associated broker notifying them of the overdue account.
- e. For any member who has an amount more than **30 days overdue**, a written notice will be emailed to both the member and the associated broker. This notice will require the overdue balance to be paid within **10 days from the date of the notice**.
- f. Failure to pay the overdue balance within the 10-day period will result in the member being suspended from NLAR membership and all NLAR services.
- g. The suspended member will be required to pay the **overdue** balance in full before NLAR services will be re-instated. All suspended members will continue to be billed for all NLAR services during this suspension. The suspended member will also be required to pay a \$20.00 reinstatement fee prior to the suspension being lifted.
- h. Failure to resolve the overdue balance may result in the termination of the member from the Association. The terminated member will have to pay all overdue amounts before any application for re-instatement will be considered.

## 8. Membership

Every applicant for membership in NLAR shall submit an application for membership in a form prescribed by the Board of Directors from time to time.

## **8.1 Firm Membership**

- a. All firm members are required to pay an annual membership fee as set by the Association. The annual membership fee of the firm member will include the membership fee of the licensed broker employed by such firm members subject to such licensed broker meeting and complying with the By-Laws of the Newfoundland and Labrador Association of REALTORS® Inc., the Code of Ethics and Standards of Business Practice of the Canadian Real Estate Association; the Policies, Rules & Regulations of the Association and the MLS® System and the Three Pillars and Interpretations.
- b. All firm members joining the Association are required to pay an entrance fee as set by the Association.
- c. All members of the Association are required to pay a monthly service fee as set by the Association in the attached Schedule of Fees.
- d. Any change in a firm name or ownership of a company, involving current members in good standing, shall be subject to a transfer fee as set out in the Schedule of Fees.
- e. All new firm membership and entrance fees shall be paid in advance of Membership application being processed.
- f. It is a condition of membership in the Association that all Salesperson and Broker Members be members of the MLS® system
- g. A Firm member shall be required to file a new membership application where there has been greater than a 25% change in the ownership of the firm member or a change in the Firm member's Broker.
- h. All branch offices shall pay an entrance fee as set by the Association.
- i. Failure of a Broker to report new licensed salespeople within 48 hours from the date of licensing will result in a fine of \$200.00 to the Broker for each salesperson plus the MLS® monthly fee since date of licensing, and annual membership fees.

## **8.2 Broker Membership**

All licensed brokers are eligible for membership in NLAR and the MLS® System subject to meeting and complying with the Association and MLS® Policies, Rules & Regulations, the By-Laws of the Newfoundland and Labrador Association of REALTORS® Inc. and the CREA Code of Ethics and Standards of Business Practice and the Three Pillars and Interpretations and payment of the required fees.

### **8.3 Salesperson Membership**

- a. Membership is compulsory for all salespeople joining a real estate firm that is already a member of the Association or a related company or office of such firm member. For the purpose of this regulation, a related company or office means a real estate company or office that shares the same office space or has a common shareholder, director or licensed broker as the firm member.
- b. All salespeople joining the Association who are first time members or who have been out of the Association longer than 30 days will be required to pay an entrance fee as set by the Association in the attached Schedule of Fees.
- c. Full membership fees will be refunded to any salesperson receiving a license and terminating it within a 30-day period.

All salesperson applications for membership are subject to review and approval by the Chief Executive Officer, which approval shall not be unreasonably or arbitrarily withheld. All other applications for membership shall be reviewed by the Chief Executive Officer to determine that all membership criteria have been met, and approved subject to ratification at the next Board of Directors meeting.

All Salesperson and Broker Members are required to participate in the Association's E&O and CGL insurance programs.

### **8.4 Affiliate Membership**

There are three categories of Affiliate membership:

- a. Affiliate MLS® members – Those requiring access to MLS® data to provide professional appraisal services. These members require membership in the Appraisal Institute of Canada and must be bonded. Affiliate MLS® members are eligible for MLS® service on a contractual basis subject to approval at the sole discretion of the Board of Directors, for a monthly MLS® service fee as set by the Association.
- b. Affiliate Professional members – These are members who require access to listed properties in order to provide professional services such as home inspections. These members are required to be insured. Affiliate Professional members are eligible for lockbox service on a contractual basis subject to approval at the sole discretion of the Board of Directors, for a monthly lockbox service fee as set by the Association.
- c. Affiliate Social members – Companies who have an interest in supporting organized real estate in Newfoundland and Labrador.

All Affiliate members are required to pay an annual membership fee as set by the Association.

## 9. Education

All NLAR members are required to complete two streams of education as members of the association.

1. New Member Orientation Program upon joining the Association.
2. NL REALTOR® Professional Development Program (RPDP) – the required educational program to maintain membership in the Association.

### 9.1 New Member Orientation Program

The NLAR Orientation Program (OP) was designed as an ‘on-boarding’ of new members. The focus of this program is to introduce new members to NLAR and CREA and list some of the many programs and services available to them. The OP is composed of four (4) courses:

1. Introduction to NLAR
2. CREA Member Orientation
3. Policies, Rules & Regulations
4. REALTOR® Code of Ethics

New members are required to complete the four orientation courses within the first two months (60 days) of joining NLAR. If they do not complete the orientation within this time limit, their membership will be suspended until they complete the requirements.

The orientation program courses are delivered online through the NLAR education portal. New members joining the association are first required to complete their orientation program before they begin the RPDP. After completing the orientation courses, the new member only has to complete the RPDP mandatory course.

### 9.2 NL REALTOR® Professional Development Program (RPDP)

Professionalism is a hallmark of the REALTOR® brand; as a member you are obligated under the REALTOR® Code to conduct yourself with integrity, honesty and utmost professionalism. NLAR has developed the NL REALTOR® Professional Development Program (RPDP) to ensure our members are meeting at least a minimum standard of ongoing professional development and we encourage you to go beyond our program to set your own goals in lifelong learning. NLAR members are required as a condition of membership to take continuing education courses and to consistently refine and improve their skills and professional knowledge by participating in the RPDP.

#### RPDP Objectives

- a. To increase the level of professionalism across our REALTOR® community.
- b. To increase the knowledge base of our members, keeping them up to date on new information, trends and technology in real estate.
- c. To instill in members, the importance of continuous lifelong learning to enhance your career as a REALTOR®.

- d. To strengthen consumers' perception of the real estate profession in Newfoundland and Labrador.

All REALTOR® members are required to complete a minimum of 12 credits in each two-year RPDP cycle. Each cycle begins on April 1 in odd-numbered years and ends March 31 two years later. Members are required to take one specific mandatory course per cycle as set by the Board of Directors.

The balance of the requirements can be fulfilled by selecting from a list of the NLAR-accredited courses or seminars. Members may also apply to have other courses they are considering taking to be assessed by the RPDP Committee to meet the elective credit requirements.

The calendar resets every two years, and the member must once again fulfil their number of assigned credits for the new two-year term. Credits can only be used in the current education cycle and cannot be carried forward to upcoming cycles. Failure to complete the 12-credit requirement within the allotted two-year time requirement will result in suspension of membership from NLAR until such time as the member becomes compliant with the requirements.

Details of the current cycle's mandatory course and available elective courses are published each year in the NLAR Education Guidebook.

## **10. Fines**

Fines are set from time to time by the Board, as outlined in the attached Schedule of Fees. Fines are billed directly to members in the next monthly invoice cycle and are payable in accordance with NLAR's accounting policies. Fines will be reimbursed if appealed within the 30-day period, and the appeal is successful.

Any fines for violation of the MLS® Policies, Rules & Regulations not paid when due will result in the member being reported to the Professional Standards Committee, and if found guilty, being suspended from the MLS® System until such time as the fine is paid.

## **11. Listings**

- a. Only the Association's approved forms shall be used for MLS® Listings to be serviced through the MLS® System. There shall be a listing fee as set by the Board of Directors from time to time as set out in the attached Schedule of Fees.
- b. The Listing Brokerage shall secure an MLS® Listing signed on behalf of the Listing Brokerage and by the Seller, satisfactory to the Association, and said Listing Brokerage shall be accountable for the Content of that MLS® Listing.
- c. Using the processes required by the Association and not later than 4:30 p.m. (Newfoundland Time) on the Business Day following the Commencement Date of the MLS® Listing, the Listing Brokerage

shall deliver the MLS® Listing Contract to the Association whether the listing is Association loaded or Broker loaded. Any listing not submitted to the Association office within five (5) business days of the listing date will be considered non-submission. Non-submission of an MLS® listing will result in an automatic Category 2 fine.

- d. The Association will not accept new listings which indicate “NO SHOWINGS UNTIL” or listings with similar wording. No MLS® System listings shall be advertised in any way which indicates or implies anything other than the listing is available to be shown. If a situation arises whereby a property already on MLS® cannot be viewed by all MLS® members, the Association office must be notified in writing detailing the reasons that the listing is not available and the date on which the listing will be available. The listing shall be placed on hold until the date of availability.
- e. The handling of delayed offers is acceptable as per NLAR Rules and Regulations. To ensure the efficient operation of the MLS® System, if the seller instructs the listing agent to delay presentation of offers the term: “No presentation of Offers as per Sellers instruction until \_\_\_\_am / pm the\_\_\_\_day of , 20\_\_\_\_ ” must be completed and appear in the Public Remarks (Property Overview) section of the MLS® listing. This will be published to all members in the MLS® database. This must be accompanied by an **IRREVOCABLE** instruction from the Seller on the NLAR “Seller’s Direction re Offers” form, which must be uploaded to the “Documents” Section of the MLS® System database to accompany the Listing.

**Acceptance of a pre-emptive offer in contravention of the irrevocable direction from the seller will result in a fine of \$1000 first offence and \$5000 on the second offence.**

- f. Only listings that comply with the following three pillars of the MLS® Marks shall be listed on the MLS® System database:
  - i. Only Listing Brokerages may place an MLS® Listing on the MLS® System database.
  - ii. The Listing Brokerage shall act as representative for the Seller in order to post, amend or remove an MLS® Listing on the MLS® System database. The nature of any additional services to be provided by the Listing Brokerage is determined by agreement between the Listing Brokerage and the Seller.
  - iii. The Listing Brokerage agrees to pay to the Co-operating Brokerage compensation for the co-operative selling of the property. An offer of compensation of zero is not acceptable. The co-operating brokerage commission must be disclosed on the MLS® Listing agreement.
- g. The following are the interpretations of the three (3) pillars of the MLS® Marks, as set out in CREA's by-laws and rules:
  - i. The Listing Brokerage 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.

- ii. The Listing Brokerage is responsible and accountable for the accuracy of information submitted to the Association for inclusion in the MLS® System database. The Association is responsible for ensuring that the data submitted to it meets reasonable standards of quality.
  - iii. Only REALTORS® are permitted to display the MLS® Marks in signage, advertising etc.
  - iv. Where the Seller directs the Listing Brokerage in writing to do so, the Seller's contact information may appear in the REALTOR® only remarks (non-public) section of an MLS® Listing on the MLS® System database. The Seller's contact information shall not appear on REALTOR.ca or in the general (public) remarks section of an MLS® Listing on the MLS® System database. The Listing Brokerage may include a direction in the general description section on REALTOR.ca or on websites operated by CREA or the Association to visit the Listing Brokerage (and/or listing REALTOR®) website to obtain additional information about the listing (but the nature of such additional information shall not be specified).
  - v. Where the Seller has reserved the right to sell the property himself/herself (i.e., a “Mere Posting”), that fact shall be specified in the non-public portion of the MLS® System database.
- h. While all efforts have been made by the Association to ensure that none of the other MLS® Rules in this document violate any of the principles in the 3 Pillars and the interpretations of the 3 Pillars set out above, if it is determined by the Association in consultation with CREA, that any of the other MLS® Rules in this document violate any of the principles in the 3 Pillars and the interpretations or the Competition Act, they will be amended or deleted as required.
- i. In addition to the requirements of the 3 Pillars and the interpretations, and without limiting the generality of the other provisions contained in these MLS® Rules, a Listing shall not be accepted by the Association as an MLS® Listing if:
- i. it excludes any Members from showing the property; and/or
  - ii. it excludes any Members from acting as Co-operating Brokerages; and/or
  - iii. all mandatory data input fields have not been completed; and/or
  - iv. it is not immediately available for booking showings (i.e., status must be Active; listings that are already pending and/or where the Seller is no longer willing to accept Offers are not permitted); and/or
  - v. it is not immediately available for the presentation of Offers, except where the Listing Agreement is accompanied by an IRREVOCABLE “Seller’s Direction Re Offers” form, fully executed in relation to that part of the form dealing with the presentation of Offers and attached as a schedule to said Listing Agreement, uploaded to the document section of the listing in the MLS® System, with notice of such restrictions in the Public Remarks (Property Overview) section; and/or
  - vi. any of the Content includes disclaimers of responsibility by the Listing Brokerage for the accuracy or completeness of the information on the MLS® Listing, or any requirement for Members or Co-operating Brokerages or Buyers to verify the information; and/or
  - vii. The complete civic address, municipality, and postal code is incomplete on the Multiple Listing Agreement and the Property Data Sheet. In cases where no civic address is available, the

location of the property may be identified by providing the street address with distance from well-known landmarks or intersections.

- viii. Area and sub area codes are not filled in correctly.
  - ix. it includes any instruction from a Seller that would relieve the Listing Brokerage or any other Brokerage of any obligation under these MLS® Rules; and/or
  - x. the listing is not accompanied by at least one Image. In the event that a photo submitted is a “sample photo” it shall be labeled as such and failure to do so will be considered as a failure to submit an image
- j. All properties which are to be Traded separately shall be listed individually.
- k. When a Listing Brokerage requires more than one MLS® Listing type for a given property, it shall be completed on an MLS® Data Input Form for each respective MLS® Listing type.
- l. Placing the listing on the NLAR MLS® System does not require the listing details to appear on public websites but will still be available to all NLAR members for cooperation. The Listing Brokerage shall communicate to the Association if the Seller has elected not to permit display of the listing or property address on REALTOR.ca or member public-facing websites using the appropriate section of the MLS® Listing agreement.
- m. All listing contracts and any other MLS® forms involving the alteration of any material terms of the contract must contain:
- i. 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;
  - ii. in the case of a corporate owner, the signature of a duly authorized signatory, specifying the capacity in which each such person signed;
  - iii. 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;
  - iv. 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® Department;
  - v. in the case of a court ordered sale, the signature of a person authorized by the Court.
- n. MLS® 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.
- o. Members are not permitted to use other members’ photos when re-listing a property, without written authorization of the other member to do so submitted to the NLAR office.

- p. 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 MAP COORDINATES AND COMMISSION PAYABLE TO A COOPERATING BROKERAGE.

## **12 MLS® Listing Content**

MLS® Listings must comply with the CREA Technology Policy (Appendix 1). Contact information, virtual tour information, multi-media URLs (if any), and remarks must be located in the designated area of the listing and not reproduced in any other field, subject to any exceptions set out in these rules. Member loading and editing or data is a privilege, not a right, and is subject to these rules and compliance with the Association's various End-User Licence Agreements.

### **12.1. Multi-media links**

The following are the rules regarding multi-media URLs:

- a. All multi-media URLs must be limited to property specific information, which means information about the Real Estate Component itself and aspects of the immediate surroundings that relate directly to the Real Estate Component, including, but not limited to, scenery viewed from the Real Estate Component and surrounding amenities.
- b. No Advertising of private Trades is permitted on multi-media URLs, including, but not limited to, Seller contact information. Webpages linked directly from the MLS® System through multi-media URLs shall not indicate where private Trade Information can otherwise be located.
- c. Webpages linked directly from the MLS® System through multi-media URLs or 'REALTOR® Website' links shall not automatically redirect users to a third party site.
- d. The listing REALTOR® or Listing Brokerage website may be linked directly from REALTOR.ca through the 'REALTOR® Website' link that appears on REALTOR.ca feature sheets, but this specific webpage of the REALTOR® or Brokerage website shall not display Seller contact information.

### **12.2. Images**

Images submitted to the MLS® System shall prominently feature the property specific information about the Real Estate Component itself and aspects of the immediate surroundings that relate directly to the Real Estate Component, including, but not limited to, scenery viewed from the Real Estate Component.

- a. Notwithstanding anything in these rules, Images may include surrounding amenities, relating to the property provided they are labeled as such.
- b. Images shall not include advertising or marketing messages with the exception of architectural drawings, floor plans, maps, aerial or distance photos relating to the property, of which a label is permissible, such as measurements.

- c. No Images shall contain self promotion of the Listing Brokerage including, but not limited to, for sale signs, Brokerage/Salesperson/team logos or business cards as a photograph. Images containing For sale signs, Brokerage/Salespeople/team logos, business or any marketing can be blurred or ghosted provided no names are legible and no branding is recognizable in the blurred or ghosted Images. The blurring or ghosting must not result in the Image inaccurately portraying the property.
- d. Images may be digitally altered, including digital staging, provided the Images are not modified or altered in a manner that results in the Images inaccurately portraying the property (e.g., adding sun where there is no window).

### **12.3 Listing Remarks**

All remarks must appear in the appropriate section of an MLS® Listing. The public remarks section is intended to display only comments which provide pertinent information concerning the property (e.g., descriptions of the property, information about renovations, etc), its features, and amenities.

#### **Property Overview (i.e., Public Remarks) Guidelines:**

- a. The purpose of this rule is to ensure clarity and accuracy in property descriptions on the MLS® System. Property descriptions must be directly related to the physical attributes, features, and condition of the property being listed. Avoid including personal anecdotes, emotional narratives, or subjective opinions that do not directly relate to the property's characteristics.
- b. Descriptions should refrain from including information that is not pertinent to the property, such as personal opinions, unrelated events, or promotional content.
- c. All statements made in the property description must be factual and verifiable.
- d. Refrain from including information about neighboring properties or developments unless directly impacting the listed property.
- e. The use of misleading or exaggerated language that could create false expectations is strictly prohibited.
- f. The public remarks must not include URLs, Advertising of Private Trades, directions to call the Listing Broker or Salesperson, or descriptions of what can be found on the Listing Broker or Salesperson's website.
- g. Offer comments may be included in the public remarks section provided that the comments are consistent with what is in the Offer instructions section. If the Seller has completed a "Seller's Direction re: Offers" form, the details of that direction is to be included in the public remarks.
- h. The public remarks may state if an Offer has been accepted.

- i. The public remarks must disclose if any Images include virtual staging.

### **REALTOR® Remarks**

The REALTOR® remarks section is intended to display only comments which provide pertinent information that could impact Co-operating Brokerages (e.g., where the Seller has reserved the right to sell the property himself/herself, pets in the house, security system details, etc.).

- a. The existence of a Special Agreement that modifies the Association's form of Listing Agreement (e.g., proprietary forms provided by banks or trustees) must be identified in the REALTOR® remarks section.
- b. Seller contact information may appear in the REALTOR® remarks section.
- c. If the Seller has reserved the right to sell the property himself/herself that fact must be included in the REALTOR® remarks.
- d. **If the Listing salesperson has a personal interest in the property, as per Article 11 of the REALTOR Code, such interest is to be disclosed in the REALTOR® Remarks.**

### **Showing Instructions**

The showing instructions section is intended to display all conditions and information related to Showing the property. Any restrictions on when a property can be shown must be disclosed in the showing remarks section.

### **Co-operating Compensation**

The buyer agency compensation remarks section is intended to display all comments that relate to payment of the cooperating compensation.

If the sale price of the property includes taxes the buyer agency compensation remarks must state if the cooperating compensation will be calculated from the net sale price after all taxes are deducted.

The precise terms of any Special Agreement or Special Offer Condition mentioned in the remarks section of a listing shall be provided in writing to other Members and Co-operating Brokerages immediately upon request.

## **12.4. Price**

The price of any MLS® Listing must be shown in Canadian Funds only.

## **12.5 Extensions and Changes**

- a. The NLAR Extension and Changes Form is to be used to report any amendment to a listing that requires the written approval of the Seller, including price changes, extensions, corrections to listing data, or other changes in the instruction of the Seller.

- b. Extension and Change forms must be signed on or before the day of expiry of a listing and the signed extension must be received at the Association office by close of the next business day. Failure to comply will result in a \$250.00 plus \$25.00 per day for every day the listing is late, up to five (5) business days.

Any Extension Notice not submitted to the Association office within five (5) business days of the date of the Extension Notice will be considered non-submission. Non-submission of an Extension Notice will result in automatic Category 2 fine.

- c. Expired Listings are automatically removed from the MLS® System at 12:01 AM on the day after the expiry date.
- d. On pending sales where the listing agreement has expired, and an extension is not received to cover up to the closing date of the sale, a new listing from any member will be accepted and processed through the MLS® System. The new listing will be null and void if the pending sale closes.

Any member who is reported to have changed or altered an MLS® Listing Agreement without the Seller's written authorization shall be reported to the Superintendent. The Association shall request that the Superintendent advise of the result of its investigation. The member will also be reported to the Professional Standards Committee, and if convicted, may receive suspension from the Association.

An MLS® listing may be withdrawn from the Multiple Listing System by the Listing Broker before the expiration date of the Listing Agreement, provided the Withdrawal Agreement is submitted to the Association office with the signature of the Vendor(s) and the Broker.

### **13. REALTOR® Cooperation**

Cooperation between REALTORS® is at the heart of every real estate transaction. The REALTOR® Cooperation Policy puts into effect the "Duty of Cooperation" in Article 30 of the REALTOR® Code.

#### **Cooperation Policy**

- a) "Public Marketing" means the representation or marketing of a listing to the public or anyone not directly affiliated with the listing brokerage/office in a business capacity. For clarity, Public Marketing does not include one-to-one direct communication with a REALTOR® unaffiliated with the listing brokerage/office. Public Marketing includes any representation regarding the sale of a property, including but not limited to, flyers, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW) and onsite brokerage promotion, digital communications marketing (i.e., email blasts, newsletters, social media posts), multi-brokerage listing sharing networks, and applications available to the general public.

- b) No listing shall be Publicly Marketed until it is loaded into the MLS® System and the listing data is available to all NLAR members. Violation of this rule will result in a fine as outlined in Section 13.i.
- c) Immediately upon any Public Marketing of a non-MLS® Listing (i.e., Exclusive or Non-Publicly Marketed Listings), REALTORS® must place the listing on the NLAR MLS® System for cooperation with other REALTORS® for a minimum of sixty (60) days.
- d) The following listings are exempt from the requirements of paragraph 13.c above:
- i. Commercial property listings (i.e., business properties, agricultural properties);
  - ii. Listings for the sale of multi-unit rental properties (i.e, listing of properties with four or more units).
  - iii. Realtors listing residential subdivisions with more than 12 lots must have a minimum of 3 lots actively listed at all times. Smaller subdivisions up to 12 lots must have 1 actively listed at all times. Any subdivision gateway signage must include the MLS® System logo, with the undertaking by the listing agent that all lots in the subdivision are available for cooperation with all members.
- e) REALTORS® must disclose to the seller in writing the benefits of listing their property on an MLS® System, specifically that an MLS® System:
- i. provides greater exposure to more potential buyers,
  - ii. may result in more offers received, and
  - iii. may result in better offers, in terms of price, terms and conditions of sale.
- f) If a seller decides to forego placing their listing on an MLS® System the seller must provide written confirmation of this decision to the listing REALTOR®, using the NLAR REALTOR® Cooperation and Disclosure form or the NLAR Non-Public Marketing Listing form which shall include:
- i. a specific instruction not to engage in Public Marketing of their property, and
  - ii. an acknowledgement that declining to place their property on an MLS® System:
    - may result in reduced exposure to the pool of potential buyers,
    - may result in a lower number of offers received, and
    - may limit the seller's ability to receive the most favourable offers in terms of price, terms or other conditions of sale.
- g) In the event that any Public Marketing of the listing occurs by the seller or the listing brokerage, the listing must be placed on the NLAR MLS® System as set out in section 13.c above.
- h) Placing the listing on the NLAR MLS® System does not require the listing details to appear on public websites but will still be available to all NLAR members for cooperation. The Listing Brokerage shall communicate to the Association if the Seller has elected not to permit display of the listing or

property address on the Internet or not to permit third-party comments or automated valuations, using the appropriate section of the MLS® Listing agreement.

i) Failure to comply with the Cooperation Policy is subject the following:

1st offence:	\$250 fine to the Realtor + \$25/day until the listing is active in the MLS System.
2nd offence:	\$500 fine to the Realtor + \$500 fine to the Broker and \$25/day to both the listing agent and broker until the listing is active in the MLS System.
3rd Offence:	\$1,000 fine to the Realtor and referral to Ethics Committee under Article 30 of the REALTOR® Code – Duty to Cooperate
4th Offence:	6 Month Suspension NLAR membership

## 14. Solicitation

The Agency of a member who holds an MLS® listing shall be respected by other members and under no circumstances shall a member other than the listing agent or their representative solicit an existing listing prior to expiry of the listing. The Seller's Privacy consent restricts the use of MLS® System data to that contained within such consent. Data in the MLS® System cannot be used by members to solicit Sellers of another brokerages expired listings, unless clearly permitted on the appropriate section of the NLAR MLS® Listing Agreement. The penalty for breach of this policy shall be a Category 3 Fine.

Subject to Members' compliance with the Act, including the RETA Code of Ethics, as well as other relevant laws, and the REALTOR® Code:

- a. 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 Representation Agreement.
- b. The rule above do not preclude Members from making general announcements, messages or advertisements (hereinafter referred to as "general announcements" or "announcements") to prospective Clients describing their services and the terms of their availability even though some recipients may have entered into Representation Agreements with another Brokerage, 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 Representation Agreement**.

- c. Members, prior to entering into a Representation Agreement, have an affirmative obligation to make reasonable efforts to determine whether the potential Client is subject to a current and valid Representation Agreement (written or verbal) to provide the same type of real estate service.
- d. This rule does not preclude a Member 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 real estate service currently being provided (e.g. property management as opposed to brokerage). Information obtained through the MLS® System database shall not be used to target Clients of other Brokerages to whom such offers to provide services may be made.

## 15. Advertising

No listing shall be publicly marketed until it is loaded into the MLS® System and the listing data is available to all NLAR members. Advertising or posting of “Coming Soon” listings is prohibited.

Social media and online advertising is considered to have the same requirements as traditional print media. MLS® Listings advertised on line, or posted to social media (such as Facebook®, Twitter®, Pinterest®, Youtube®, Tiktok®, or Instagram®) are required to be identified as such and include the MLS® trademark and Listing Broker information. If disclosing the name of the REALTOR®’s brokerage is impractical because of the nature of the display (e.g. text message, tweet, etc...) then no such disclosure is required, provided there is a link to a display that includes all of the required disclosures.

**Advertising of listings must adhere to NLAR rules, CREA’s DDF® rules and must respect the spirit and intent of REALTOR® Cooperation. Social media pages, online marketplaces (such as Facebook Marketplace) and other social media sites are considered “websites” under these rules and are subject to the same data sharing and listing brokerage attribution rules as office websites, VOW sites, IDX sites, etc.**

- a. No Member shall Advertise any MLS® Listing at any price other than the price as listed with the Association.
- b. Signs placed on properties listed on the MLS® System must have attached thereon such MLS® Marks and REALTOR® Marks as are authorized by CREA from time to time and are of a size easily visible. Failure to comply will result in an automatic Category One fine. After the third offence the member shall be referred to the Professional Standards Committee.
- c. Signs placed on properties that are listed on the MLS® System shall reflect the current status of that MLS® Listing as either "For Sale" or "Sold" or "For Lease" or "Leased" as the case may be.
- d. All Advertising of MLS® System data shall:

- i. reflect accurate and current information as contained in the MLS® System database (including accurate type and style of home being offered for Trade (e.g., detached, semi-detached, link, duplex, back-split, etc.) to not mislead members or public; and
  - ii. include the name of the Listing Brokerage.
- e. Any Advertising using statistics based in whole or in part on MLS® System data must clearly demonstrate the period of time over which the claims are based and must include the following, or substantially similar notice: "Based on MLS® System data owned by the Newfoundland and Labrador Association of REALTORS® covering the period 'date' through 'date'".
- f. Seller Reserved Right to Sell
  - i. If the Listing is not a Seller Reserved Right to Sell (SRR) Listing, or, if the Listing is an SRR and the Broker is authorized to place his sign on the property, the Broker will place his sign with an MLS® on the property for sale. When the property is sold it will bear a sold MLS® sticker.
  - ii. If the Listing is an SRR Listing and the Seller places a Private Sale sign or a For Sale By Owner sign on the Property, no MLS® or CREA registered trademarks or logos shall be placed upon that private For Sale sign, including any MLS® stickers.
- g. Each MLS® listing advertised must bear the MLS® Trademark and the respective MLS® number and each advertisement must contain the company name and a telephone number. Failure to comply will result in an automatic Category One fine. After the third offence the member shall be referred to the Professional Discipline Committee.
- h. Should the vendor so direct, no firm shall advertise another firm's MLS® listings without prior approval of the Listing Broker and such notification should include how and when the advertising is to be done.
- i. No Association member other than the Listing Broker shall place a for sale sign on any property listed through MLS®.
- j. Removal of Signs
  - i. Signage advertising any property that has been withdrawn, or expired, shall be removed from the property within 48 hours of the date of the withdrawal or expiry. Failure to comply shall result in an automatic fine of \$250.00 plus \$25.00 for each day the signage remains on the property after the initial 48 hours has expired, to a maximum of \$1,000.00.
  - ii. Written notice may be given to remove signs that have not been removed within the 48 hours set out in (i). Failure to remove signs within 48 hours of such written notice will give authority to the Association to have the signage removed and the costs billed to the member. The costs associated with such removal are payable in addition to the fines which shall have accumulated pursuant to section (i) above.

- iii. Signage advertising any property that has been sold shall be removed from the property within five (5) business days of the date of the completion of the sale. Failure to comply shall result in an automatic fine of \$250.00 plus \$25.00 for each day the signage remains on the property after the initial five (5) business days has expired to a maximum of \$1000.00
- iv. Written notice may be given to remove signs that have not been removed within the 5 business days set out in (iii). Failure to remove signs within 48 hours of such written notice will give authority to the Association to have the signage removed and the costs billed to the member. The costs associated with such removal are payable in addition to the fines which shall have accumulated pursuant to section (i) and (iii) above.

Notwithstanding the above subsections 15.j (i)-(iv), in the event that the location of the Property is not accessible by road or is remote, the parties may agree to such reasonable extension to the time limits set herein, which agreement must be in writing.

- k. Directional Signs policy now allows for one directional sign for a remote listing, in areas where permitted by law (provincial legislation or municipal regulation). The sign must be:
  - i. Located only at the closest intersection for properties in rural areas when permitted by the municipality or provincial signage law;
  - ii. Cannot be located on any tree, guardrail, highway sign, street sign, municipal pole or utility pole;
  - iii. only one directional sign per listing will be permitted and shall be treated in the same fashion as lawn signs pursuant to Rule 15.j;
  - iv. The directional sign must contain the **MLS® number and the address of the listing**. As with any for sale sign, it must allow include the **brokerage name and phone number**.

Failure to comply with 15.k will result in an automatic Category 2 fine. Failure to remove non-compliant signs will give authority to the Association to have the signage removed and the costs billed to the member. The costs associated with such removal are payable in addition to the fines which shall have accumulated pursuant to section (iv) above.

- l. Within the jurisdiction of the Newfoundland and Labrador Association of REALTORS®, advertising that is:
  - i. prohibited by Law;
  - ii. false or misleading within the meaning of the Competition Act;
  - iii. restricted at the request of the vendor;

will be subject to an automatic fine of \$500.00.

- m. Without limiting the generality of section 15.l(i), signs placed on utility poles are contrary to law as they are contrary to the provisions of the Occupational Health and Safety Act. Members will be given notice to remove any signs attached to a pole. If signs are not removed within 24 hours of notice the member is subject to a Category 2 fine.

Failure to remove signs within 24 hours will give authority to the Association to have the signage removed and the costs billed to the member. The costs associated with such removal are payable in addition to the fines which shall have accumulated pursuant to the above.

- n. The Broker shall be responsible for all costs incurred by the Association in removal of a sign that has been erected in contravention of these regulations or legislation.

## **16. OFFERS**

### **16.1 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.

### **16.2 Presentation of Offers**

Unless otherwise instructed by the seller in a completed Seller's Direction Re: Offers form signed by the seller:

- a. offers must be presented to the seller without delay;
- b. 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;
- c. All Offers of Purchase and Sale with attached Appendices or Attachments, and all Counter Offers shall be presented to the parties involved in the transaction as objectively and as quickly as possible. If Offers or Counter Offers cannot be presented within the time specified in those forms, the Listing Broker shall notify the other Broker of any required variance to such times, and will, where possible, seek agreement to extend the time before presentation is made to the respective parties.
- d. the Listing Brokerage shall without delay make the Seller's decision on the offer known to Cooperating Brokerages that had submitted offers. Such decision on the offer shall be provided in writing by the Seller signing the appropriation section of the offer (Agreement of Purchase and Sale) form and returning to the Cooperating Brokerage if requested by the Buyer's brokerage.
- e. When an MLS® listing indicates 'No offers until (a specified date or time)':

Any direction by a seller to delay presentation of offers is IRREVOCABLE and must also be noted in the REALTOR® Remarks. A copy of the seller's completed Direction Re Offers form shall be available to the Cooperating Brokerage through the Document section of the Listing.

- 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.

### **16.3 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. 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.

### **16.4 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. 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 to the seller in the order in which they were received;
- c. the Cooperating Brokerage submitting the offer may be present only during the presentation of their particular 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.); and
- 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.)

A copy of the seller's written instruction obtained under this Section shall be provided to the Cooperating Brokerage. Such decision on the offers shall be provided in writing by the Seller signing the appropriation section of the accepted and/or rejected offer (Agreement of Purchase and Sale) forms and returning to the Cooperating Brokerages.

## 17. Sold Notices

- a. Conditional Sold Notices shall be the responsibility of the Listing Broker and must be received at the Association office within two (2) business days of the date all conditions have been accepted and met (i.e., once a sale is considered “firm” and is ready to be sent to the buyer’s and seller’s legal counsel). The proposed closing date must be shown on the form. Failure to comply will result in a Sold Notice Fine to the Listing Agent.
- b. Notice of sale subject to the sale of another property with Schedule A attached is the responsibility of the Listing Broker and must be received at the Association office within two (2) business days of after removal of the Schedule A conditions, the sale is considered “firm” and is ready to be sent to the buyer’s and seller’s legal counsel. Failure to comply will result in a Sold Notice Fine to the Listing Agent.
- c. Notification of cancelled sales must be received at the Association office by the end of the next business day after the cancellation. Failure to comply will result in an automatic Sold Notice Fine.
- d. Final Sold Notices must be received at the Association office within 2 business days after the sale becomes final. Completion date of the sale must be shown on the form. Failure to comply will result in an automatic Sold Notice Fine.
- e. Any member found guilty of false reporting on sold notice forms will receive an automatic fine for each offence and shall be reported to the Professional Discipline Committee. If found guilty, the member may be suspended or expelled from the MLS® System.

## 18. Lockboxes

NLAR members are required to use only NLAR-provided electronic Bluetooth lockboxes as provided to members. The use of other non-NLAR lockboxes (e.g., combination lockboxes, so-called builder’s lockboxes, etc.) is prohibited.

Each real estate office shall be given a supply of lockboxes the number of which shall be determined based on the volume of listings. Each Broker and Salesperson member shall be assessed a monthly lockbox fee, the amount of which is set out in the attached Schedule of Fees and Dues to be paid into a fund for payment of the lockbox master lease and the maintenance and replacement of lockboxes.

Members are provided with a unique User ID to access lockboxes using Supra’s Ekey app, freely downloadable for iOS and Android devices. Upon joining NLAR, members agree to abide by the lockbox End User Licence Agreement (EULA) and all NLAR lockbox rules.

**The Broker shall be responsible for:**

- a. Training their salespeople;
- b. Control and distribution of the lockboxes within their offices;
- c. Reimbursement to the Association for any lost or stolen lockboxes, which will be assessed at full replacement costs at that time;
- d. Maintaining an inventory of lockboxes;
- e. Providing a detailed report of all lockboxes in service and in inventory twice annually, at such times as shall be determined by the Association. The report shall include the lockbox number and the location of each lockbox. Failure to provide this report by the specified date will result in a fine of \$500.00 and \$50.00 a day for each day the list is not submitted. An Association staff member will attend at each office, upon 10 days written notice to verify and confirm that the information contained on the lockbox report is accurate and to ensure proper inventory control at each office. If the inventory has not been reported properly, a staff member will return to the office a further 10 days later (the "grace period"), in order to ensure compliance;
- f. Reimbursement to the Association at replacement costs for any lockboxes which are unaccounted for after the expiry of the 10 day grace period set out above;
- g. Returning any non-functioning or broken lockboxes as soon as possible;
- h. Returning all lockboxes if their office should close.

**The Salesperson shall be responsible for:**

- a. Ensuring they abide by the rules governing the use of lockboxes;
- b. Ensuring they do not provide Ekey access to any other person;
- c. Ensuring lockboxes are returned to the office of the broker after expiry, sale completion or other termination of a listing.

**The Association shall be responsible for:**

- a. Billing and collection of all fees and assessments;
- b. Auditing inventory at all offices;
- c. Accurate accounting of all inventories;
- d. Providing training to all Brokers and/or office managers;
- e. Giving written notice of the inventory requirements at least ten (10) days prior to the submission date(s).

**18.1 Lockbox Rules**

- a. A lockbox may only be placed on the property with the written consent of the Seller, as stated in the Listing Contract.
  
- b. Lockboxes must be secured to a permanent structure on the property, preferably a lock or handle. Lockboxes must not be placed on municipal properties or equipment belonging to utility

companies, trees, lighting fixtures, garbage bins or balconies of non-listed units in the same complex other such similar places not authorized by the condominium corporation. Upon the receipt of a complaint, the Board will notify the Member to immediately remove the lockbox.

- c. In the case of multi-family properties lockboxes must only be placed on/in facility-approved locations.
- d. Lockboxes must be removed from a property in a timely manner upon the withdrawal or expiry of a listing or the completion of a sale. In the event that there is year round road access to the property, the lockbox shall be removed within 48 hours of such event. If there is no road access then the lockbox shall be removed within such reasonable period of time as may be agreed between the parties. Failure to remove the lockbox within such time period will result in a fine of \$250.00 plus \$25.00 for every day until the lockbox is removed. In the event that the Association is required to engage a locksmith to remove the lockbox, the Broker who is responsible for the lockbox shall be responsible for all costs associated with same. It shall be within the sole discretion of the Association to determine if a locksmith is required.
- e. Lockboxes shall be returned to the office of the broker when removed from a property.
- f. Each member has sole responsibility for their lockbox Ekey password.
- g. No member shall provide a lockbox key or code to any other person.
- h. Members must contact the listing Salesperson or the Broker for a confirmed appointment before accessing any MLS® property containing a lockbox. A computer printout showing the unauthorized entry will be proof of the infraction. Failure to comply shall result in Category 4 penalties.
- i. The Association shall have the right to recall lockboxes from any member at any time. Failure to comply will result in a \$500.00 fine.
- j. Any member who gives their password to any other person for the purpose of property access will be subject to Category 4 penalties:
- k. If additional keys, materials, strings, elastics or any other attachment are inserted into the lockbox, requiring that the services of a locksmith be engaged to open the lockbox, the Broker will be responsible for all costs associated with same.
- l. If the services of a locksmith are engaged by the Association to open a lockbox and it is found that the lockbox is not defective in any way, the Broker who is responsible for the lockbox shall be responsible for all costs associated with same.

## 19. Policy

- a. Non-members shall not offer MLS® listings for sale or have access to MLS® services except when co-brokering with an MLS® member.
- b. MLS® sales or listings information is not to be disclosed to any company or person who will be using such information for gain, unless such a company or person is a licensed real estate broker or salesperson and the information is being made available for co-operation or co-brokering.
- c. Any member who gives his/her software and/or password, including lockbox code to anyone outside the MLS® system will be fined \$1,000.00.
- d. NLAR provides standard forms for its members. These forms shall be used for all MLS® Listings transactions except where the Association has approved the use of other forms in circumstances where the Association does not have an appropriate form.
- e. Linking of a virtual tour to anything other than a virtual tour of the listed property will be subject to a Category 2 fine.
- f. In the case of a non-submission of a MLS® listing or where a listing has been suspended from the MLS® system, the Association will send a notice to the vendor advising them of such situations.
- g. All multi-media links on REALTOR.ca, namely alternate feature sheet – field 63; virtual tour – field 64; sound bites – field 65; sales brochure –field 66; additional photos – field 67; and board preferred map service to locate property – field 84; must be limited to property specific information and no third party advertising is permitted on those links, including third party contact information. In accordance with The Canadian Real Estate Association’s MLS® Technology Council’s Policy, multi-media links are to be limited to their respective fields. This ensures that REALTOR.ca displays information that consumers expect to see on the link they wish to use. MLS® Systems are member to member cooperative systems and members who participate on REALTOR.ca (which is a member developed and financed site) must respect the member to member facet in all multi-media links provided in association with REALTOR.ca. The REALTOR® website or brokerage website whichever is designated as the REALTOR®’s contact information on REALTOR.ca can provide such third party advertising and contact information for third parties. As well, members can include in the General Description – field 27 (public remarks, known as field – 31 in the French version) a comment to “see my website for further information” without specifying the nature of such additional information.
- h. **COMMISSION** - The Listing Broker shall make available to the Selling/Buyers Broker the Selling/Buyers Broker’s commission within 3 business days of the Listing Broker’s receipt of such funds. Members who do not adhere to this policy will be subject to a Category 3 fine.

### **Personal Promotion in Broker Loaded or Edited Listings**

- a. No personal or brokerage promotion materials or content will be permitted on any part of the listing or change to the listing to which the public has access. Any Member who breaches this policy when broker loading or editing listings shall be subject to the following fines:
  - i. First offence \$1,000.00
  - ii. Second offence \$1,500.00 and three months' loss of the right of that Member to load or edit data; and
  - iii. Third offence \$2,000.00 and complete loss of the right of that Member to load or edit data.

## **20. Discipline & Penalties**

- a. Any person who deliberately and knowingly lies to the Professional Standards Committee to be fined \$2,000.00 for 1st offence; 2nd offence will result in expulsion from the Association.
- b. The Association will set up and maintain a file for each member regarding convictions for fines and unethical conduct. This file is to be available the Professional Standards Committee for the purposes of investigating a complaint, and to Brokers with written permission of the person whose file it is.
- c. If a member complainant fails to appear at a Hearing or withdraws the complaint after the committee has commenced investigation, the member will be subject to a fine up to \$100.00 which will be levied at the discretion of the Professional Standards Committee.
- d. Failure by any Association member to abide by the Policies, Rules & Regulations as stated above, could result in expulsion from the Newfoundland and Labrador Association of REALTORS® Inc. and/or fines or both.

## **21. Penalties & Appeals**

- a. Any member assessed with an automatic fine is entitled to an Appeal Hearing provided a written notice of appeal is filed with the Association office within 30 days from the date of notification of the fine.

- b. Upon receipt of a Notice of Appeal the Chairperson of the MLS® Committee (or the alternate Chairperson if the appeal involves the Agency of the MLS® Committee Chairperson) shall appoint an Appeal Tribunal consisting of three persons, at least two of whom shall be members of the MLS® Committee.
- c. The Chief Executive Officer shall be entitled to be present at all Hearings of MLS® Appeal Tribunals.
- d. The member appealing shall be given 10 days' notice of the date, time and place of the Hearing of the Appeal and the member shall be entitled to be accompanied at the Hearings by his Broker or the Broker's designate. At an Appeal Hearing, the sworn evidence of a member of the MLS® Committee shall be prima facie proof of the violation of the Policies, Rules & Regulations of the MLS® System unless the member can demonstrate to the Appeal Tribunal that the member did not violate the MLS® Policies, Rules & Regulations.
- e. Any documents, correspondence or exhibits intended to be presented to the Hearing must be forwarded to the Chief Executive Officer at least two (2) clear business days before the date set for the Hearing.
- f. If the member fails to appear at the Hearing without submitting a valid reason in writing for such failure to appear, the Appeal Tribunal may dismiss the Appeal.
- g. If an Appeal should be unsuccessful, the notification of the Appeal decision together with interest at the rate of 2% per month from the date when the fine was initially payable.
- h. All decisions of the MLS® Appeal Tribunal shall be final and binding upon all persons concerned.
- i. Members are permitted to have their lawyer accompany them at a Hearing provided the Association has been given seven (7) days written notice, likewise, the Association Solicitor will be requested to attend when necessary.

**ALL POLICIES, RULES & REGULATIONS HAVE BEEN AGREED TO AND PASSED BY THE BOARD OF DIRECTORS AND THE CHIEF EXECUTIVE OFFICER HAS BEEN AUTHORIZED TO ENFORCE SAME.**

# Newfoundland & Labrador Association of REALTORS® Schedule of Fees

## 1. Entrance Fees

<b>Firm MLS® and Affiliate MLS®</b>		
	New or Re-entering after 12 months plus 1 day	\$1500
	Re-entering after 6 months up to 12 months	\$500
	Re-entering within 6 months	No Charge
<b>Firm Non- MLS®</b>		
	New or Re-entering after 12 months plus 1 day	\$500
	Re-entering after 6 months up to 12 months	\$200
	Re-entering within 6 months	No Charge
<b>Salesperson</b>		
	New or Re-entering after 90 days	\$500
	Re-entering after 30 days up to 89 days	\$150
	Re-entering within 30 days	No Charge
	<b>MLS® Broker</b>	\$350
	<b>Branch Office</b>	\$500
	<b>Change in Firm Name or Ownership of Company</b>	\$250
	<b>CREA - New or Re-entering after 2 years</b>	\$200
	<b>Errors &amp; Omissions Insurance – New or Re-entering after 2 years</b>	\$100

## 2. Monthly Service Fees

<b>Broker</b>		
	Service Fees	\$120
	Lockbox Fees	\$30
	Technology Fees	\$30
	Commercial General Liability Insurance	\$13
	Education	\$8.33
<b>Salesperson</b>		
	Service Fees	\$75
	Lockbox Fees	\$30
	Technology Fees	\$30
	Commercial General Liability Insurance	\$13
	Education	\$8.33
<b>Affiliate MLS®</b>		
	Service Fees	\$65
	Lockbox Fees (where applicable)	\$30
	Technology Fees	\$20
<b>Affiliate Professional</b>		
	Lockbox Fees	\$30

### 3. Annual Membership Dues

	Quarter	NLAR	CREA
<b>Broker</b>	1	\$78.00	\$310.00
	2	\$58.50	\$232.50
	3	\$39.00	\$155.00
	4	\$19.50	\$77.50
<b>Salesperson</b>	1	\$58.00	\$310.00
	2	\$43.50	\$232.50
	3	\$29.00	\$155.00
	4	\$14.50	\$77.50
<b>Affiliate (MLS®, Social or Professional)</b>	1	\$172.50	N/A
	2	\$129.38	N/A
	3	\$86.25	N/A
	4	\$43.13	N/A

### 4. Listing Fees

<b>NLAR Staff Load</b>	\$20.00
<b>Broker Load</b>	\$10.00

### 5. Errors and Omissions Insurance (Brokers & Salespeople)

<b>1<sup>st</sup> Quarter</b>	\$450.00
<b>2<sup>nd</sup> Quarter</b>	\$337.50
<b>3<sup>rd</sup> Quarter</b>	\$225.00
<b>4<sup>th</sup> Quarter</b>	\$112.50

### 6. Schedule of MLS® Fines

Fine Category	First Offence	Second Offence*	Third Offence*
<b>1</b>	\$250	\$500	\$1000
<b>2</b>	\$500	\$750	\$1000
<b>3</b>	\$1000	\$1500	\$2000
<b>4</b>	\$1000	\$2000	6 month suspension
<b>Sold Notice</b>	\$500		
<b>* Within a 12 month period from the previous offence</b>			

All fees are subject to HST.