

# RULES OF COOPERATION

*of the*

CHILLIWACK & DISTRICT REAL ESTATE BOARD

FRASER VALLEY REAL ESTATE BOARD

REAL ESTATE BOARD OF GREATER VANCOUVER

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Effective October 1, 2007



**RULES of COOPERATION**  
**OF THE**  
**CHILLIWACK & DISTRICT REAL ESTATE BOARD,**  
**FRASER VALLEY REAL ESTATE BOARD**  
**AND REAL ESTATE BOARD OF GREATER VANCOUVER**

**SECTION 1 – DEFINITIONS**

In these Rules of Cooperation:

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

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

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

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

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

“Member” means a member of the Board;

“MLS®” means the Multiple Listing Service® of the Board;

“MLS® Link Boards” means the Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board and Real Estate Board of Greater Vancouver;

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

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

“REALTOR® Remarks” means comments submitted by the Listing Brokerage with an intended audience of Members only;

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“Virtual Office Website” or “VOW” means an Internet website controlled and operated by an MLS® VOW Participant or a feature of such Internet website through which the MLS® VOW Participant provides real estate services to consumers with whom the MLS® VOW Participant has established a brokerage/ consumer or REALTOR®/consumer relationship where the consumer has an opportunity to search for MLS® Data, either from the MLS® Database or from mls.ca, subject to the rules of the Board and the oversight, supervision and accountability of the MLS® VOW Participant.

## SECTION 2 – COMPLIANCE

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

Failure to comply with any of the Rules of Cooperation renders the offending Member liable to discipline under the Board's By-laws and may result in the suspension of MLS® privileges.

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

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

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

**Membership:** Only licensed Members (REALTORS®) may list properties on a Board/Association's MLS® system;

**Agency:** There must be a continuous agency relationship during the contract, which includes professional involvement by the listing Member;

**Compensation:** There must be an offer of remuneration by the listing Member to the cooperating Member.

## **SECTION 3 – LISTINGS**

### **3.1 Jurisdiction of MLS®**

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

### **3.2 Assessments**

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

### **3.3 Standard MLS® Listing Contract**

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

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

- (a) MLS® Listing Contract
  - restriction of advertising of the property to the Listing Brokerage only
  - placement of “For Sale” and “Sold” signs upon the property
- (b) Authority to Lease Contract
  - placement of “For Lease” and “Leased” signs upon the property
  - commission payable upon exercise of option for renewal, where the landlord has indicated no renewal option.

### **3.4 Co-Listings**

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

### **3.5 Contact Information in Remarks**

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

The promotion of REALTORS® or properties not currently on MLS® is not otherwise permitted in free form fields.

**3.6 Accuracy of Listing Information**

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

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

**3.7 Property Disclosure Statement**

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

**3.8 Signing Authority**

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

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

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

- (a) the names and signatures of all registered owners. A legal Power of Attorney is acceptable in lieu of a signature, but a copy of the Power of Attorney must be filed with the MLS®;
- (b) in the case of a corporate owner, the signature of a duly authorized signatory, specifying the capacity in which each such person signed;
- (c) in the case of an estate, the signature of an executor or administrator, together with a copy of Letters Probate, or Letters of Administration confirming the authority;
- (d) in the case of properties under the jurisdiction of a Receiver-Manager or Public Trustee, a properly authorized signature together with confirmation of appointment as may be required by the MLS®;
- (e) in the case of a court ordered sale, the signature of a person authorized under Section 3.26 of these Rules of Cooperation.

**3.9 Minimum Listing Period**

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.

**3.10 Deadline for Submission of Listings**

Listings for data entry by the MLS® must be delivered to the Board within three (3) calendar days (excluding statutory holidays) after the effective date of the listing, otherwise the listing shall be deemed late. "Listings" include documentation as required by the Board.

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

**3.11 Listing Documentation**

Documentation required by the Board for listings for data entry by the MLS® shall include the standard form MLS® Listing Contract and data input form.

In general, for all Listing Brokerage loaded listings, documentation including but not limited to the listing contract and data input forms must be submitted to the Board by the Listing Brokerage within five (5) calendar days after entry or the listing will be deleted from the MLS® system.

For the Real Estate Board of Greater Vancouver, documentation will not be required for Listing Brokerage loaded listings; however, listings selected at random will be required to provide documentation.

The brochure entitled Working With A REALTOR® shall be provided to every seller and a signed receipt retained on file in the office of the Listing Brokerage, as evidence of the Listing Brokerage's efforts to comply with the *Real Estate Services Act* and the *Personal Information Protection Act*. Where the seller refuses to sign, a notation to that effect, including the date the brochure was provided to the seller and by whom, shall be retained on file in the office of the Listing Brokerage. The Listing Brokerage shall produce any such documentation upon request by the Board.

**3.12 Manager Approval of Listing Brokerage Loaded Listings**

Listing Brokerage loaded listings must, prior to circulation, be approved by the manager of the Listing Brokerage's office where the listing originated. Listing Brokerage loaded listings which are not approved within three (3) days of entry will be deleted from the MLS® system.

**3.13 Review of Listing Brokerage Loaded Listings**

All Listing Brokerage loaded listings will be subject to review by the MLS® to ensure complete and accurate listing information, to preserve the integrity of the system. The Board reserves the right to request documentation from the Listing Brokerage, and the Listing Brokerage shall produce requested documentation on demand.

**3.14 Changes to Listing Information**

Any change in the MLS® listing information on the listing contract must be on the appropriate form of the MLS® and delivered to the Board or where permitted, Listing Brokerage loaded within two (2) calendar days after the Listing Brokerage has received the change in writing, signed by the seller(s).

An extension of the MLS® Listing Contract must be on the appropriate form, signed by the seller(s) prior to the expiry date of the listing and delivered to the Board not later than two (2) calendar days after the expiry date shown on the listing.

Changes to the information on the data input form may be communicated to the MLS® by telephone, at the discretion of the MLS®.

**3.15 Corrections to Listing Brokerage Loaded Listings**

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

**3.16 Change of Listing Brokerage**

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

**3.17 Cancellation of Listing**

The cancellation of an MLS® listing will be processed by the MLS® upon the written request of the Listing Brokerage, in a form acceptable to MLS®, under the terms agreed to by all the contracting parties.

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

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



**3.18 Change of Property Type**

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

**3.19 Contingent Listings**

Contingent listings will be processed by the MLS® when such contingency is noted in the REALTOR® Remarks. The responsibility for submitting details of a contingency or unusual condition on any listing shall be the responsibility of the Listing Brokerage.

**3.20 Member Access to Listed Properties**

Access to listings accepted and processed by the MLS® shall be made available to all Members subject to these Rules of Cooperation.

- (a) A new listing that cannot be shown for a defined period of up to seven (7) calendar days from the effective date of the listing will be accepted as a contingent listing, and such contingency, including the specific date on which showings and/or offers will be accommodated, must be stated on Schedule “A” and noted in the REALTOR® Remarks. A new listing that cannot be shown for an undefined period or a period that exceeds seven (7) calendar days from the effective date of the listing will not be accepted by the MLS®, and the Listing Brokerage will be advised accordingly.
- (b) If an existing listing cannot be shown for a defined period of up to seven (7) calendar days, the listing will be considered a contingent listing and the details of the contingency will be added to the REALTOR® Remarks by the MLS®. An existing listing that cannot be shown for an undefined period or a period that exceeds seven (7) calendar days cannot be active on the MLS® system, and a Hold Action not exceeding fourteen (14) calendar days or cancellation instruction must be submitted in the appropriate form. Failure by the Listing Brokerage to submit the appropriate documentation will result in the listing being removed from the MLS® system.
- (c) In the event the Listing Brokerage receives a written offer during a “no show” period, the Listing Brokerage shall, prior to presenting the offer, inform all Cooperating Brokerages that have a scheduled viewing appointment that an offer is scheduled for presentation.

**3.21 Business Listings**

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

**3.22 Unauthorized Accommodation**

Listings of property containing “unauthorized suites” will be accepted by the MLS® when noted in the REALTOR® Remarks that “PROPERTY CONTAINS ACCOMMODATION WHICH IS NOT AUTHORIZED.”

**3.23 Photographs, Pictures and Sketches**

Images that are provided to the Board in respect of an MLS® listing shall become the property of the Board and may be used by the Board in its discretion. Only MLS®-approved watermarks may appear on images. The display of a child’s image on an MLS® listing is prohibited. The Board reserves the right to remove images which in the opinion of the Board are inappropriate.

**3.24 Title Searches**

One basic title search will be conducted on all listings of property for sale submitted to the MLS® except business-without-land listings, manufactured home listings and except where title to land consists of shares of a co-operative or time share.

One basic title search only will be conducted on properties listed in bulk as a project. When requested by the Listing Brokerage, additional searches for specific units within the project will be provided at the discretion of the MLS®.

A Manufactured Home Registry search will be provided upon request of the Listing Brokerage on listings of Manufactured Homes. The cost of the search will be charged to the Listing Brokerage at the current rate.

On listings containing multiple titles (the exception being duplexes, triplexes, fourplexes and Manufactured Home Registry searches) the Board will provide one basic title search free of charge. Any additional titles searched will attract charges at the current rate. The Listing Brokerage will be notified before the Board orders the additional searches.

The title search is provided to the Listing Brokerage.

**3.25 Assignment of Contract of Purchase and Sale**

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

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

### 3.26 Court Ordered Sales

A listing of property under Court Ordered Sale will be processed by the MLS® under the following conditions:

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

**3.27 Listings Taken in Trade**

“Trade listings” shall be processed by the MLS® on the following basis:

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

**3.28 Relocation Services and Corporate Guarantees**

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

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

**3.29 Right of First Refusal**

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

- (a) a copy of the lease, including the right of first refusal, must be filed with the MLS®;
- (b) the listing contract must specify the existence of the right of first refusal;
- (c) the seller must have agreed to pay a full commission on a sale, whether the right of first refusal is exercised or not; and
- (d) if an offer is presented to and accepted by the seller, which offer is subject to the tenant exercising their right of first refusal but is otherwise unconditional, and the tenant exercises their “right” accordingly, it is understood that the Listing

Brokerage shall share the commission earned with the Cooperating Brokerage securing the offer, in the manner indicated on the listing contract.

### **3.30 Manufactured Homes**

Listing contracts covering manufactured homes shall be accepted by the MLS® on the following basis:

- (a) where the manufactured home is registered in the Manufactured Home Registry for British Columbia and where the manufactured home is situated in a recognized manufactured home park, affixed to a designated “pad” and the right to use that “pad” is transferable to a buyer upon entering into a satisfactory rental agreement with the operator of the manufactured home park; (NOTE: Such listing contracts must state the amount of pad rental and the Manufactured Home Registry number) or
- (b) where the manufactured home is affixed to land which is owned by the seller, other than land in a manufactured home park, and is duly registered in the Land Title Office and where both the land and the manufactured home thereon are included for sale in the listing; or
- (c) where the manufactured home is affixed to land which is leased by the seller, other than land in a manufactured home park, and is registered in the Manufactured Home Registry for British Columbia and affords the right to a buyer to continue to reside at that location upon assuming the balance of the current lease and/or options or entering into a satisfactory lease agreement with the owner of the property (NOTE: Such listing contracts must include the Manufactured Home Registry number); and
- (d) listings will not be accepted on manufactured homes without both the MHR number and a CSA or B.C. Electrical Inspection Label number.

### **3.31 Non-Registered Strata Properties**

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

In the case of a listing contract on less than five (5) strata lots on a Plan yet to be registered at the Land Title Office, where a Disclosure Statement is not presently required under the *Real Estate Development and Marketing Act*, the listing will be processed by the MLS® if the strata lots can be satisfactorily identified by reference to a plan or sketch prepared by a named surveyor or architect, on the understanding that as soon as available

the MLS® will be supplied with the number of the Strata Plan and of the Strata Lot(s) created by it as registered at the Land Title Office.

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

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

### **3.32 Multi-Lot Subdivisions**

Where a Member has obtained four (4) or more listings in a subdivision and requests a block space allocation in the listing catalogue, the MLS® will provide such a format. The following procedures must be followed:

- (a) all lots must be in one subdivision;
- (b) listing contracts must have a common effective and expiry date;
- (c) one data input form only is required showing all common information;
- (d) a separate document with seller(s) signatures must be included providing individual lot sizes, price, etc.; and
- (e) a map or sketch must be included, and kept current, showing appropriate details. Members are requested to submit a large sketch (relative to the allocated space) of the whole subdivision for the listing catalogue.

### **3.33 Building Lots**

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

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

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

### **3.34 Building Contracts**

Listings of lots that are to be sold together with a building contract will be processed by the MLS® under the following conditions:

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

### **3.35 Non-Registered Lots**

Listing contracts covering lots for which no subdivision plan has yet been registered in the Land Title Office, will be processed by the MLS® where:

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

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

### **3.36 Floating Homes**

Listing contracts covering a floating home shall be accepted by the MLS® on the following basis:

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

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

### **3.37 Interboard Listings**

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



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jurisdiction the property is located. An Assessment for such listings may be established from time to time.

## **SECTION 4 – OFFERS**

### **4.1 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.

### **4.2 Presentation of Offers**

Unless otherwise instructed by the seller in writing:

- (a) offers must be presented to the seller, without delay, through the Listing Brokerage;
- (b) a Cooperating Brokerage submitting an offer shall have the right to be present during the presentation; and
- (c) the Listing Brokerage shall without delay make the seller's decision known to Cooperating Brokerages which had submitted offers. If requested by the Cooperating Brokerage such decision shall be provided in writing.

### **4.3 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, and to the seller through the Listing Brokerage unless otherwise instructed by the seller in writing. With the consent of the buyer or seller receiving the counter-offer the Listing Brokerage or Cooperating Brokerage submitting the counter-offer shall have the right to be present during the presentation.

### **4.4 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) prior to any offer being presented, the Listing Brokerage shall inform the other Cooperating Brokerages involved of the existence of the other offers or counter-offers, without disclosing their specific terms and conditions, unless otherwise instructed by the seller in writing;
- (b) the Listing Brokerage should present each competing offer and counter-offer to the seller in the order in which they were received;
- (c) the Cooperating Brokerage submitting the offer or counter-offer may be present, unless otherwise instructed by the seller in writing, only during the presentation of their particular offer or counter-offer and then shall withdraw from the premises but hold themselves available while the other offers and counter-offers are being presented in a like manner;

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- (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.)

## **SECTION 5 – SALES**

### **5.1 Reporting Sales**

In general, sales shall be reported to the MLS® by the Listing Brokerage, on the Sales Report Form together with a legible copy of the Contract of Purchase and Sale within five (5) calendar days of the contract becoming unconditional.

For the Real Estate Board of Greater Vancouver, only the Sales Report Form signed by the Manager or designate of the Listing Brokerage is required for the reporting of sales; however, upon request by the Board, the Member shall provide a legible copy of the contract of Purchase and Sale form and any Addendums or Amendments.

Sales may not be Listing Brokerage Loaded.

The brochure entitled Working With a REALTOR® shall be provided to every buyer and a signed receipt retained on file in the office of the Cooperating Brokerage, as evidence of the Cooperating Brokerage's efforts to comply with the *Real Estate Services Act* and the *Personal Information Protection Act*. Where the buyer refuses to sign, a notation to that effect, including the date the brochure was provided to the buyer and by whom, shall be retained on file in the office of the Cooperating Brokerage. The Cooperating Brokerage shall produce any such documentation upon request by the Listing Brokerage or the Board.

### **5.2 Collapsed Sales**

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

### **5.3 Board Assessment on Completed Sales**

The Listing Brokerage shall forward the Assessment due to the Board immediately upon receipt of funds or upon registration of the transfer of the property in question, whichever first occurs.

## SECTION 6 – PROFESSIONAL CONDUCT

### 6.1 Cooperating Brokerages

Unless specifically authorized in writing by the seller, a Cooperating Brokerage is not a sub-agent to the Listing Brokerage and is presumed to be the agent of the buyer. Communication between Cooperating Brokerages and the seller must be limited to arranging appointments as designated in the published listing and showing the listed property with appropriate assistance, during the term of the listing.

### 6.2 Appointments

Appointments by Cooperating Brokerages to inspect or show property may not be made directly with the seller unless otherwise specified on the data input form and published listing information.

### 6.3 Title Searches

A Listing Brokerage shall, upon request from a Cooperating Brokerage, provide a copy of the basic search received from the MLS® to the Cooperating Brokerage for its use.

### 6.4 Strata Properties

- (a) In order to properly represent the property, for each strata MLS® listing, the Listing Brokerage shall at the time of taking the listing obtain current relevant strata corporation documents including but not limited to two (2) years of strata council minutes and strata corporation minutes, registered strata corporation by-laws, financial statements, registered strata plans, and information concerning special assessments, either proposed or levied.
- (b) Subject to 6.4(c) the Listing Brokerage shall, upon request by a Cooperating Brokerage after the seller and buyer have an accepted Contract of Purchase and Sale, provide to the Cooperating Brokerage current relevant strata corporation documents including but not limited to those documents referred to in (a) above and a current Information Certificate (Form “B”).
- (c) In the event that the Listing Brokerage has received written instructions from the seller not to provide the strata corporation documents referred to in (a) and (b) above to buyers or Cooperating Brokerages, a notation to that effect must be included in the REALTOR® Remarks, and the Listing Brokerage shall provide written authority from the seller to the Cooperating Brokerage to obtain the information directly from the strata corporation. The responsibility for the cost of these documents should be detailed in the appropriate condition clause in the Contract of Purchase and Sale.

### 6.5 No Solicitation Prior to Expiry

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

## **6.6 Privacy-Protected Listings**

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

## **6.7 Solicitation Guidelines**

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

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

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

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

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

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

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

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

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

### **6.8 Professional Conduct**

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

## **SECTION 7 – COMMISSION**

### **7.1 Commission Stated in Listing Contract**

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

### **7.2 Reference to Commission in Remarks**

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

### **7.3 Disclosure of Reduced Commission**

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

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

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

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

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

### **7.6 Assignment to Cooperating Brokerage**

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



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

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

## **SECTION 8 – ADVERTISING**

### **8.1 Advertising - General**

Members shall not advertise in any manner that is false or misleading, prohibited by law or restricted by the seller.

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

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

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

Subject to Sections 8.4 and 8.5, advertising, in any form whatsoever, of a listed property by any Member other than the Listing Brokerage shall only be done with the prior approval of the Listing Brokerage, unless otherwise indicated in the listing contract.

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

Where Reciprocity or VOW have been adopted by a Board, a Member may republish another Member's listings on the Internet in accordance with MLS® Reciprocity described in Section 8.12 and VOW in 8.13.

### **8.5 Advertising by Cooperating Brokerage**

A Cooperating Brokerage, after publication by the MLS® of the sale of that property, may advertise their involvement in the sale of that property.

### **8.6 Advertising of Sale Price**

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

### **8.7 "SOLD" Signs**

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

### **8.8 Public Representations**

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

### **8.9 Reproduction of Board Information**

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

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

### **8.10 Other Advertising Requirements**

In addition to the Rules of Cooperation, Members should make themselves aware of any advertising guidelines/policies contained in the Board’s Code of Ethics and Standards of Business Practice and in the Real Estate Council of B.C.’s “Licensee Practice Manual”.

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

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

### **8.12 MLS® Reciprocity**

Where Reciprocity has been adopted:

(a) In this section the following terms have the following meanings:

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

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

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

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

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

“MLS® Reciprocity Internet Website” means an Internet website controlled and operated by an MLS® Reciprocity Participant or a feature of such Internet website

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where the MLS® Reciprocity Participant displays the listings of MLS® Reciprocity Corporate Members subject to the rules of the Board and the oversight, supervision and accountability of the MLS® Reciprocity Participant;

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

“MLS® Reciprocity Participant” means: (i) an MLS® Reciprocity Corporate Member that is a party to an executed “MLS® Reciprocity – Corporate Member Agreement” with the Board which has not expired or been terminated, and (ii) an MLS® Reciprocity Active Member who is a party to an executed “MLS® Reciprocity – Salesperson Agreement” with the Board which has not expired or been terminated;

“MLS® Reciprocity Thumbnail Icon” means an icon designed and approved by the Board identifying MLS® Reciprocity in a Thumbnail Display;

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

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

- (b) In addition to the obligations set out in the “MLS® Reciprocity – Corporate Member Agreement” and the “MLS® Reciprocity – Salesperson Agreement”, MLS® Reciprocity Participants must adhere to the following rules and all other Rules of Cooperation that may be adopted by the Board from time to time::
- (i) MLS® Reciprocity Participants must not alter, modify, manipulate or obscure the MLS® Reciprocity Data (or any disclaimers or notices therein) in any way without the Board’s prior written approval.
  - (ii) Where a search of the MLS® Reciprocity Data generates a Thumbnail Display on an MLS® Reciprocity Internet Website of any listing, the Thumbnail Display shall bear the MLS® Reciprocity Logo or the MLS® Reciprocity Thumbnail Icon to identify the listing as an MLS® listing. The MLS® Reciprocity Logo shall be at least 95 pixels by 35 pixels. The MLS® Reciprocity Thumbnail Icon shall be at least 35 pixels by 35 pixels.
  - (iii) A Thumbnail Display on an MLS® Reciprocity Internet Website of another MLS® Reciprocity Corporate Member’s listing must not include

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any contact information or branding of any person or corporation other than the Listing Brokerage.

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

“NOTE: This representation is based in whole or in part on data generated by the Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver which assumes no responsibility for its accuracy.”
- (viii) The MLS® Reciprocity Data or any portion thereof may not be displayed on any internet website except an MLS® Reciprocity Internet Website.
- (ix) MLS® Reciprocity Participants shall take all reasonable precautions to prevent Scraping of the MLS® Reciprocity Data from their MLS® Reciprocity Internet Websites, and to prevent the MLS® Reciprocity Data from being displayed on any internet website other than an MLS® Reciprocity Internet Website. Reasonable precautions shall include but not be limited to:

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1. monitoring its MLS® Reciprocity Internet Website for signs that a third party is Scraping data; and
  2. prominently posting a notice on its MLS® Reciprocity Internet Website explaining that the website must only be used by consumers for the purpose of locating and purchasing real estate.
- (x) The MLS® Reciprocity Participant shall immediately advise the Board whenever the MLS® Reciprocity Participant suspects or has evidence that Scraping has occurred.
- (xi) Within fourteen days after being requested by the Board to do so, an MLS® Reciprocity Participant must make such changes to its MLS® Reciprocity Internet Website as required by the Board to cure any violation of the Rules of Cooperation, Board regulations, guidelines and policies.
- (xii) MLS® Reciprocity Participants must not permit any portion of the MLS® Reciprocity Data to be used or provided to any person or corporation for any purpose other than those expressly provided for in the Rules of Cooperation, Board regulations, guidelines and policies.
- (xiii) MLS® Reciprocity Participants must not permit any portion of the MLS® Reciprocity Data to be co-mingled with any non- MLS® listings on any MLS® Reciprocity Internet Website.
- (xiv) an MLS® Reciprocity Participant will cease displaying on their MLS® Reciprocity Internet Website the listings of MLS® Reciprocity Corporate Participants and is not entitled to access the MLS® Reciprocity Data if:
1. the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained notifies the Board in writing, in a form satisfactory to the Board, that it is ceasing to participate in MLS® Reciprocity;
  2. the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained ceases to be a member of the Board or is terminated or suspended from membership in the Board;
  3. the right of the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained to take part in MLS® Reciprocity or to have access to MLS® Reciprocity Data

has been suspended or terminated pursuant to an order under Appendix B of the Board's Bylaws;

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

(xv) In addition to Section 8.12(b)(xiv) the Board may immediately suspend an MLS® Reciprocity Participant's access to the MLS® Reciprocity Data if, in the sole discretion of the Board,

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

### **8.13 Virtual Office Website (VOW)**

(a) In this section 8.13 the following terms have the following meanings:

“Authorized Individual Participant” means a Member providing services under the supervision of an MLS® VOW Corporate Participant who has been authorized by that MLS® VOW Corporate Participant to operate an MLS® VOW subject to the overview, supervision and responsibility of that MLS® VOW Corporate Participant.

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

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

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

“MLS® VOW” means a virtual office website controlled and operated by an MLS® VOW Participant through which the MLS® VOW Participant provides real estate services to consumers with whom the MLS® VOW Participant has established a relationship.

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

“MLS® VOW Data” means MLS® Data prescribed by the Board from time to time and relating to the listings of MLS® VOW Corporate Participants, which is made available by the Board to MLS® VOW Participants from time to time for display on an MLS® VOW.

“MLS® VOW Participant” means

- (i) an MLS® VOW Corporate Participant that is a party to an executed MLS® VOW Corporate Participant Agreement with the Board which has not expired or been terminated; and
- (ii) an Authorized Individual Participant who is a party to an executed MLS® VOW Authorized Individual Agreement with the Board which has not expired or been terminated.

“MLS® VOW Program” means a program which enables MLS® VOW Participants to display on their MLS® VOW the listings of MLS® VOW Corporate Participants in accordance with this Section 8.13.

“Registrant” means a consumer who has entered into a relationship with a MLS® VOW Participant through an MLS® VOW in accordance with this Section 8.13.

“Scraping” means use of a software program or other method to extract photographs and text from an MLS® VOW for use on an internet website other than an MLS® VOW or for use in any manner except as permitted by this Section 8.13.

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

“Thumbnail Display” means a summary of a search displaying multiple property listings per page that must include the name of the Listing Brokerage and may include a small photograph and such limited text data as may be permitted by the Board from time to time.

- (b) MLS® VOW Corporate Participants may authorize Authorized Individual Participants to operate an MLS® VOW subject to the MLS® VOW Corporate Participant’s overview, supervision and responsibility of the Authorized Individual Participant and their MLS® VOW. Any breach of this Section 8.13 by an Authorized Individual Participant shall be deemed to be a breach by the MLS® VOW Corporate Participant that authorized the Authorized Individual Participant to operate the MLS® VOW.
- (c) In addition to the obligations set out in the MLS® VOW Corporate Participant Agreement and the MLS® VOW Authorized Individual Agreement, MLS® VOW



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Participants must adhere to the following rules and all other Rules of Cooperation that may be adopted by the Board from time to time:

- (i) MLS® VOW Participants must make the MLS® VOW directly accessible to the Board for purposes of monitoring and ensuring compliance with the Board's Bylaws including the Code of Ethics and Standards of Business Practices, the Board's regulations, guidelines and policies including all Rules of Cooperation.
- (ii) only MLS® VOW Participants may establish an MLS® VOW.
- (iii) An MLS® VOW Participant must not provide a Registrant with access to MLS® VOW Data through the MLS® VOW Participant's MLS® VOW unless and until:
  1. the Registrant has provided the MLS® VOW Participant, through the MLS® VOW, with the Registrant's name, telephone number and valid e-mail address and, at the option of the MLS® VOW Participant, other information;
  2. the MLS® VOW Participant has displayed the Terms of Use to the Registrant on the MLS® VOW;
  3. the Registrant has opened the Terms of Use and agreed to them by "mouse-clicking" an acknowledgement of agreement displayed on the MLS® VOW;
  4. the Registrant has supplied the MLS® VOW Participant with a user name and a password, both of which must be unique to the Registrant, (the user name and password may be established by the Registrant or may be supplied by the MLS® VOW Participant at the option of the MLS® VOW Participant). The Registrant's password and access to MLS® VOW Data must expire on a date not later than 30 days after being issued. Passwords may not be automatically renewed upon expiration;
  5. the MLS® VOW Participant has sent an e-mail to the Registrant at the e-mail address described in 1 above confirming the user name and password and the Registrant has acknowledged receipt of the e-mail by mouse-clicking an acknowledgment of receipt displayed in the e-mail; and
  6. upon expiration of their password the Registrant must provide the MLS® VOW Participant with a new password to regain access to the MLS® VOW Data. The MLS® VOW Participant shall not permit the Registrant to regain access to the MLS® VOW Data until the MLS® VOW Participant has sent an e-mail to the

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Registrant at the e-mail address described in 1 above confirming the new password and the Registrant has acknowledged receipt of the e-mail by mouse-clicking an acknowledgement of receipt displayed in the e-mail.

- (iv) The Terms of Use must include an acknowledgement by the Registrant:
1. that the Registrant has received, read and understand the brochure published by the British Columbia Real Estate Association entitled “Working With a REALTOR®” (this document may be linked);
  2. that the Terms of Use do not create an agency relationship with the Registrant;
  3. that all data obtained from the MLS® VOW is intended only for the Registrant’s personal, non-commercial use;
  4. that the Registrant has a bona fide interest in the purchase, sale or lease of real estate of the type being offered through the MLS® VOW;
  5. that the Registrant will not copy, redistribute or retransmit any of the MLS® VOW Data or information provided; and
  6. that the Registrant acknowledges the Board’s copyright in the MLS® VOW Data.
- (v) A Terms of Use Agreement may not impose a financial obligation on a Registrant or create an agency agreement with the Registrant. Any financial obligation or agency agreement entered into by a Registrant through an MLS® VOW must be set forth separately from the Terms of Use, must be prominently labelled and may not be accepted solely by mouse click. The Registrant must also receive a subsequent confirmation of the terms of any such financial obligation or agency agreement and the financial obligation or agency agreement may not become effective until the Registrant acknowledges acceptance of those terms by mouse click. Prior to entering into an agency agreement with a Registrant the MLS® VOW Participant must ask the Registrant whether the Registrant is a party to any other agency agreements.
- (vi) An MLS® VOW may not make available for search by or display to Registrants the following data:
1. expired, cancelled, withdrawn, pending or sold listings;
  2. the compensation offered;

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3. the seller and occupant's name, phone number and e-mail address where available;
  4. instructions or remarks intended for Cooperating Brokerages only, such as those regarding showing or security of the listing property;
  5. listings other than current listings, listings of corporate Members that are not MLS® VOW Corporate Participants and such other listings, data or information as determined by the Board from time to time (all information provided on an MLS® VOW must be refreshed at least once every seven (7) days and the MLS® VOW must indicate the date of the last update);
  6. more than 500 listings per search and more than 20 listings per page; and
  7. MLS® Data other than MLS® VOW Data.
- (vii) An MLS® VOW may display information set out on the MLS® VOW Data display field except where prohibited by this Section 8.13;
- (viii) The MLS® VOW Participant must maintain a record of the name, telephone number, e-mail address and, if required by the MLS® VOW Participant the street address supplied by the Registrant, and the user name and current password of each Registrant during the currency of the Registrant's password and for not less than one hundred and eighty (180) days after the expiration of the validity of the Registrant's password.
- (ix) An MLS® VOW must display a privacy policy that informs Registrants of the ways in which information obtained from them will be used.
- (x) An MLS® VOW must visibly and clearly display, at the top of every page of the MLS® VOW, the MLS® VOW Corporate Participant's name in type larger than any other type on the page.
- (xi) An MLS® VOW Participant may not offer or provide the identity of a Registrant to any other person, including another MLS® VOW Participant, except as permitted in this Section 8.13(c)(xi). Despite the foregoing an MLS® VOW Participant may provide the identity of a Registrant to a corporate Member of the Board, a corporate member of another real estate board or association or a licensee whose license is maintained in the office of a corporate Member of the Board or a corporate member of another real estate board or association if:
1. the MLS® VOW Participant's real estate trading service activities principally consist of listing or selling the type of properties listed on the MLS® (for the purposes of this paragraph selling does not

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- include making referrals of prospective purchasers and listing does not include making referrals of prospective sellers);
2. the Registrant is seeking property of a type, in a price range or in a location for which the MLS® VOW Participant does not ordinarily provide real estate trading services;
  3. the number of Registrant identities provided is an insubstantial portion of the MLS® VOW Participant's real estate trading service activities; and
  4. permission to offer or provide that information has been granted by the Registrant by mouse-clicking an acknowledgement of agreement, displayed on the MLS® VOW, that is separate and apart from the acknowledgement described in Section 8.13(c)(iii)(3).
- (xii) MLS® VOW Participants must not alter, modify, manipulate or obscure the MLS® VOW Data (or any disclaimers or notices therein) in any way without the Board's prior written approval.
- (xiii) A Thumbnail Display on an MLS® VOW of an MLS® VOW Corporate Participant's listing must not include any contact information or branding of any person or corporation other than the Listing Brokerage.
- (xiv) A Thumbnail Display may only include the following:
1. Text data about the listing property;
  2. A photo of the listing property; and
  3. The logo of the Listing Brokerage if the Listing Brokerage is the owner of the MLS® VOW displaying the Thumbnail Display.
- (xv) Where a search of the MLS® VOW Data generates a Detail Display on an MLS® VOW of an MLS® VOW Corporate Participant's listing, the Detail Display shall bear that MLS® VOW Corporate Participant's name and the MLS® copyright notice immediately following the property information all of which shall be at least as large as the largest type size used to display the listing data.
- (xvi) A Detail Display on an MLS® VOW of another MLS® VOW Corporate Participant's listing may not include any contact information or branding of any person or corporation other than the Listing Brokerage within the "body" of the listing data. (The "body" shall be the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.)

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- (xvii) Any Thumbnail Display or Detail Display on an MLS® VOW of another MLS® VOW Corporate Participant's listing must include any disclaimer which accompanied the information in its original form, or the following notice:

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

- (xviii) The MLS® VOW Data or any portion thereof may not be displayed on any internet website except an MLS® VOW.
- (xix) MLS® VOW Participants shall take all reasonable precautions to prevent Scraping of the MLS® VOW Data from their MLS® VOW, and to prevent the MLS® VOW Data from being displayed on any internet website other than an MLS® VOW or being used other than in accordance with this Section 8.13 and the Rules of Cooperation and Board regulations, guidelines and policies.

Reasonable precautions shall include but not be limited to:

1. Monitoring the MLS® VOW for signs that a third party is Scraping data; and
  2. Prominently posting a notice on the MLS® VOW explaining that the website must only be used by consumers for the purpose of locating and purchasing real estate.
- (xx) The MLS® VOW Participant shall immediately advise the Board whenever the MLS® VOW Participant suspects or has evidence that Scraping has occurred.
  - (xxi) If the Board has reason to believe that an MLS® VOW Participant's MLS® VOW has caused or permitted a breach in the security of the MLS® VOW Data or a violation of the Rules of Cooperation or any Board regulations, guidelines and policies related to its use the MLS® VOW Participant shall, upon request, provide to the Board a copy of the record of the name, e-mail address, user name and current password of each Registrant, or those Registrants identified by the Board to be suspected of involvement in the violation.
  - (xxii) Within fourteen (14) days after being requested by the Board to do so, an MLS® VOW Participant must make such changes to its MLS® VOW as required by the Board to cure any violation of the Rules of Cooperation and Board regulations, guidelines and policies.

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- (xxiii) MLS® VOW Participants must not permit any portion of the MLS® VOW Data to be used or provided to any person or corporation for any purpose other than those expressly provided for in the Rules of Cooperation and Board regulations, guidelines and policies.
- (xxiv) MLS® VOW Participants must not permit any portion of the MLS® VOW Data to be co-mingled with any non- MLS® listings on any MLS® VOW.
- (xxv) Where an MLS® VOW Corporate Participant provides the Board with written evidence, in a form satisfactory to the Board, that a seller represented by that MLS® VOW Corporate Participant does not wish their listing to be displayed on any and all MLS® VOWs the Board will thereafter identify that listing and that listing shall not be made available to Registrants.
- (xxvi) An MLS® VOW Participant may only exclude MLS® Data from display on its MLS® VOW in accordance with Section 8.13(c)(vi) and (xxv) or based on some objective criteria such as type of property, listed price or geographical location.
- (xxvii) An MLS® VOW Corporate Participant will cease operating an MLS® VOW, will not display MLS® VOW Data on that MLS® VOW and is not entitled to access the MLS® VOW Data if:
  - 1. the MLS® VOW Corporate Participant notifies the Board in writing, in a form satisfactory to the Board, that it is ceasing to participate in the MLS® VOW Program;
  - 2. the MLS® VOW Corporate Participant ceases to be a corporate Member of the Board or is terminated or suspended from corporate membership in the Board;
  - 3. the MLS® VOW Corporate Participant's right to take part in the MLS® VOW Program or to have access to MLS® VOW Data has been suspended or terminated pursuant to an order under Appendix B of the Board's Bylaws;
  - 4. the MLS® VOW Corporate Participant is in breach of its obligations under this Section 8.13 and fails to remedy the default within fourteen (14) calendar days after receiving a written demand to do so from the Board; or
  - 5. the MLS® VOW Corporate Participant has been in breach of its obligations under this Section 8.13 more than three (3) times in any twelve (12) month period, regardless of whether those breaches have been remedied.

(xxviii) An Authorized Individual Participant will cease operating an MLS® VOW, will not display MLS® VOW Data on that MLS® VOW and is not entitled to access the MLS® VOW Data if:

1. the MLS® VOW Corporate Participant that authorized the Authorized Individual Participant to operate the MLS® VOW ceases to be a Member of the Board or is terminated or suspended from membership in the Board;
2. the Authorized Individual Participant notifies the Board in writing, in a form satisfactory to the Board, that they are ceasing to participate in the MLS® VOW Program;
3. the Authorized Individual Participant ceases to be a Member of the Board or is terminated or suspended from membership in the Board;
4. the right of the Authorized Individual Participant to take part in the MLS® VOW Program or to have access to the MLS® VOW Data has been suspended or terminated pursuant to an order under Appendix B of the Board's Bylaws;
5. the Authorized Individual Participant is in breach of its obligations under this Section 8.13 and fails to remedy the default within fourteen (14) calendar days after receiving a written demand to do so from the Board; or
6. the Authorized Individual Participant has been in breach of its obligations under this Section 8.13 more than three (3) times in any twelve month period, regardless of whether those breaches have been remedied.

(xxix) In addition to Sections 8.13(c)(xxvii) and (xxviii) the Board may immediately suspend an MLS® VOW Participant's access to the MLS® VOW Data if, in the sole discretion of the Board:

1. the Board knows or suspects an event described in Sections 8.13(c)(xxvii) or (xxviii) has occurred or is about to occur; or
2. the Board concludes that the MLS® VOW Participant has defaulted in its obligations under this Section 8.13 and such default is or may be detrimental to the MLS® VOW Program.

(xxx) Immediately upon termination of the MLS® VOW Participant's right to take part in the MLS® VOW Program the MLS® VOW Participant will return to the Board or destroy, or direct the return to the Board or the

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destruction of the MLS® VOW Data then in its possession or under its control. Within fifteen (15) days of termination of its right to participate in the MLS® VOW Program, the MLS® VOW Participant shall deliver to the Board a written statement signed and certified by a duly authorized officer of the MLS® VOW Corporate Participant indicating that the provisions of this Section 8.13(c)(xxx) have been fulfilled.



## **SECTION 9 – KEY BOXES AND ACCESS CARDS**

### **9.1 Terms of Use**

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

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

## **SECTION 10 – USE OF MLS® DATA**

### **10.1 British Columbia Assessment Information**

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

### **10.2 Misuse of MLS® Information**

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

### **10.3 Access Codes**

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

### **10.4 Errors and Omissions in Database**

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

### **10.5 License Agreement**

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

### **10.6 Termination of Access**

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

## **SECTION 11 – GENERAL**

### **11.1 Forms Software**

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

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# CREA Appendix "A" Rules and Regulations

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Revised March 2007

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## **RULE VIII CERTIFICATION AND DESIGN MARKS**

Interpretations of Rule VIII:

1. The listing member shall receive and present all offers and counter offers to the seller.
2. The listing member 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.
3. The mere posting of property information in an MLS® system is contrary to the Rules & Regulations. A "mere posting" occurs when the listing agreement relieves the listing member of any obligations under the Rules & Regulations, including the obligation that the listing member must remain the agent of the seller throughout the term of the listing contract.
4. The listing member is responsible and accountable for the accuracy of information submitted to a Board/Association for inclusion in the Board's MLS® system, and the Board/Association is responsible for ensuring that the data submitted to it meets reasonable standards of quality.
5. Only members are permitted to display the MLS® trade marks in signage, advertising, etc.
6. Only the listing member name(s) and contact information may appear on mls.ca. The seller's name or contact information shall not appear on mls.ca or in the public remarks section of the MLS® system.
7. In cases where a Board permits listings in which the seller has reserved the right to sell the property himself/herself, that fact shall be specified in the Board's MLS® database.