



# **BY-LAWS AND RULES**

**THE CANADIAN REAL ESTATE ASSOCIATION**

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**APPROVED OCTOBER 2013**

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**CREA** THE CANADIAN  
REAL ESTATE ASSOCIATION

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## ARTICLE 1 – DEFINITIONS

**Act** means the Canada Not-for-Profit Corporations Act as amended from time to time or any statute that may be substituted for that Act.

**Annual Meeting** means the business meeting of the Members, as required by the Act, and called each year pursuant to these By-Laws.

**Articles** means CREA's Articles of Continuance filed pursuant to the Act, and as amended from time to time.

**Board of Directors** means the board of directors of CREA.

**CREA** or **ACI** means The Canadian Real Estate Association - L'Association canadienne de l'immeuble.

**Director** means any individual duly elected or appointed to sit on the Board of Directors of CREA.

**Meeting of the Members** means any Special Meeting or Annual Meeting duly called pursuant to these By-Laws.

**Member** means a person or organization who has qualified under any category of membership established in these By-Laws and whose membership is in good standing.

**Ordinary Resolution** means a resolution passed by a majority of the votes cast on that resolution.

**Policy** means any internal, operational, membership, or other requirement duly established in writing by the Board of Directors that does not require ratification of the Members.

**REALTOR®** is a certification mark owned by REALTOR® Canada Inc., a subsidiary of CREA, and identifies a standard of brokerage service rendered by Members of CREA.

**REALTOR® Code** means the Code of Ethics of CREA.

**Special Meeting** means any business meeting of the Members other than the Annual Meeting.

**Special Resolution** means a resolution passed by a majority of not less than two thirds (2/3) of the votes cast on that resolution.

**Three-Way Agreement** means the written agreements between CREA and each Board and Association setting out membership and other obligations of each party.

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## **ARTICLE 2 – BY-LAWS AND RULES**

### **2.1: Adoption of Rules**

The Board of Directors may from time to time adopt rules (hereinafter referred to as "Rules") consistent with these By-Laws relating to CREA's management and operation.

### **2.2: Immediate Force and Effect**

Any By-Laws or Rules not embodied in the Articles may be repealed or amended by the Board of Directors and any subsequent amendments adopted by the Board of Directors shall have immediate force and effect, but shall cease to have force and effect unless ratified, with or without amendment, at the next Meeting of the Members.

## **ARTICLE 3 – INTERPRETATIONS**

### **3.1: Interpretations**

In reading the By-Laws and Rules, words may be interpreted as meaning singular, plural, masculine or feminine, as the context requires. References to persons shall include firms, corporations and other legal entities.

## **ARTICLE 4 – MEMBERSHIP**

### **4.1: Classes of Membership**

Membership in CREA shall consist of:

- 4.1.1: Boards – Local Real Estate Boards and Local Real Estate Associations.
- 4.1.2: Associations – Provincial and Territorial Real Estate Associations.
- 4.1.3: REALTOR® members – individuals who are licensed real estate practitioners and who are members in good standing of a Board or Association.

### **4.2: Qualifying For and Maintaining Membership**

To qualify and to maintain membership in CREA, prospective and current members shall agree to adhere to and be bound by the following, as applicable, and as amended from time to time:

- 4.2.1: CREA's By-Laws, Rules and Policies;
- 4.2.2: The 3-Way Agreement;
- 4.2.3: The REALTOR® Code;
- 4.2.4: The Principles of Competition.

### **4.3: Failure to Comply**

- 4.3.1: If a REALTOR® member appears to be in violation of CREA's By-Laws, Rules or Policies, CREA may refer the matter to the appropriate Board as a professional standards complaint or take such other action as is provided for in the Rules.

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- 4.3.2: In the event of a complaint that a Board or Association has not complied with CREA's By-Laws, Rules or Policies, the Board of Directors has the authority to make such determination as it deems reasonable including termination of the Board or Association membership, in accordance with the procedure outlined in the Rules.
  - 4.3.3: Upon termination of membership, all rights and privileges associated with membership in CREA shall immediately cease.

#### **4.4: Withdrawal**

- 4.4.1: A Board or Association may withdraw as a member from CREA by giving ninety (90) days written notice to CREA's Chief Executive Officer.
- 4.4.2: Upon withdrawal of membership, all rights and privileges associated with membership in CREA shall immediately cease.

#### **4.5: Effect of Board/Association Termination**

In the event a Board or Association ceases to be a Member of CREA, all REALTOR® members who are members of such Board or Association shall also be deemed to have terminated their membership, unless they have joined another Member Board or Association.

#### **4.6: Arbitration**

All REALTOR® members shall be conclusively deemed to have agreed to submit Claims to Arbitration as provided in CREA's Rules, the By-Laws and Rules and Regulations of the applicable Board/Association, and the REALTOR® Code.

### **ARTICLE 5 – MEETINGS OF THE MEMBERS**

#### **5.1: Annual Meeting**

The Annual Meeting shall be held each year between the first day of March and the thirty-first day of May at such time and place as determined by the Board of Directors.

#### **5.2: Annual Financial Statements**

CREA may publish a notice in any manner to its Members stating that the annual financial statements and report of the auditor are available at the registered office of CREA and any Member may, on request, obtain a copy free of charge at the registered office or by prepaid mail.

#### **5.3: Special Meetings**

Special Meetings may be called by the Board of Directors on its own initiative, or by one or more Boards and Associations collectively holding at least five percent of the total votes available to be cast at the meeting.

#### **5.4: Form and Timing of Notice**

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- 5.4.1: Notice of the time and place of any Meeting of the Members shall be in written or electronic format, given in the name of the President or Chief Executive Officer, and shall be communicated to each Member entitled to vote at the meeting, each CREA Director, and to the auditor of CREA.
  - 5.4.2: The notice shall be communicated by regular mail, courier, facsimile, e-mail or other electronic means delivered to the persons identified in 5.4.1 at their last known address as shown on the records of CREA at least thirty (30) days before the meeting date.
  - 5.4.3: The inadvertent omission to notify any persons, or the non-receipt of such notice by any persons, shall not invalidate the proceedings at any such meeting.
  - 5.4.4: Any person who is entitled to notice of a Meeting of the Members may waive notice, and attendance of the person at the meeting is a waiver of notice of the meeting.

#### **5.5: Quorum**

A quorum at any Meeting of the Members shall be fifty (50) per cent of the Boards and Associations entitled to vote, present either through their voting delegates or by way of proxy.

### **ARTICLE 6 – ATTENDANCE AND VOTING AT MEETINGS OF THE MEMBERS**

#### **6.1: Voting Rights**

Only Boards and Associations are entitled to vote at Meetings of the Members.

#### **6.2: Number of Votes**

The number of votes that each Board and Association has at a Meeting of the Members shall be as follows:

- 6.2.1: Each Board shall be entitled to one (1) vote for each five hundred (500) members or part thereof, from all membership categories;
- 6.2.2: Each Association shall be entitled to one (1) vote. Associations with direct REALTOR® members (i.e. REALTOR® members who are not members of a Board) shall be entitled to one (1) additional vote for each five hundred (500) direct REALTOR® members or part thereof.
- 6.2.3: “Members” in this Article means members in good standing as of December 31, whose dues are paid as of January 31st, according to CREA’s records. In the case of dual membership, only the Board or Association that collects and remits the CREA dues on behalf of the member may include that person in its membership figures for the purposes of this Article.

#### **6.3: Voting Delegates**

Each Board or Association may send one or more voting delegates to carry their votes. Each voting delegate may carry one or more votes on behalf of the Board or Association, up to the total number of votes to which the Board or Association is entitled.

#### **6.4: Proxies**

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A Board or Association, rather than sending a voting delegate, may appoint a proxyholder as its nominee to attend and act at the meeting in the manner and to the extent and with the authority conferred by the proxy. The proxy shall be in the form provided by CREA. The procedures for collecting, counting and reporting any vote by proxy will be the same procedures as those used for the voting delegates present in person.

**6.5: Votes Needed to Pass Motion**

Unless otherwise specifically provided for by the Act, or by these By-Laws, all questions at Meetings of the Members shall be determined as follows:

- 6.5.1: A Special Resolution to introduce a matter for which insufficient notice has been given may be brought to the floor if either the substance or timing indicates urgency.
- 6.5.2: All other matters shall be determined by an Ordinary Resolution.

**6.6: Voting Method**

At the discretion of the Chair, a vote may be conducted by show of hands, an electronic voting mechanism, or by secret ballot.

**6.7: Attendance**

All Members may attend and participate in any Meeting of the Members.

**ARTICLE 7 – BOARD OF DIRECTORS**

**7.1: Composition of Board of Directors**

The administration of CREA's affairs shall be vested in a Board of Directors comprised of:

- 7.1.1: the following individuals who shall be appointed as Directors by the Board of Directors immediately following the Annual Meeting:
  - 7.1.1.1: the individual who was the President-Elect in the preceding year, as President;
  - 7.1.1.2: the individual who was the President in the preceding year, or in the event that he/she cannot act, the most recent Past President so willing to act, as Immediate Past President;
- 7.1.2: the following individuals who shall be elected in accordance with the By-Laws:
  - 7.1.2.1: eight (8) Regional Directors;
  - 7.1.2.2: six (6) Directors-at-Large.

**7.2: Definitions**

**Director-at-Large** means a Director elected by all Boards and Associations at an Annual Meeting.

**Regional Director** means a Director elected by the Boards and Associations of a Region in accordance with the procedure outlined in Article 8.



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**Region** refers to each of the following seven (7) Regions:

- (1) New Brunswick, Newfoundland, Nova Scotia and Prince Edward Island (2 Directors);
- (2) Quebec;
- (3) Ontario;
- (4) Manitoba;
- (5) Saskatchewan;
- (6) Alberta/Northwest Territories;
- (7) British Columbia/Yukon Territory.

### **7.3: Terms of Office**

- 7.3.1: The President and the Immediate Past President shall hold office for a term of one (1) year.
- 7.3.2: The Regional Directors and the Directors-at-Large shall hold office for a term of two (2) years.
- 7.3.3: All terms of office are deemed to expire at the end of the Annual Meeting in the year the particular term ends.

### **7.4: Restriction on Holding Office**

- 7.4.1: No Director may hold more than one position as Director.
- 7.4.2: Any individual who holds the office of President is deemed to have resigned any other Director position such person would simultaneously hold. The balance of the term of an incoming President's term as a Director-at-Large or Regional Director (if any) will be filled by a qualified member elected at an Annual Meeting of the Members.

### **7.5: Term Limits**

- 7.5.1: Subject to the provisions of this section, Directors cannot serve more than four (4) consecutive two-year terms.
- 7.5.2: A Director who is elected Vice-President in his or her eighth (8th) year may run for a fifth (5th) consecutive term.
- 7.5.3: A majority of the Directors shall constitute a quorum at any meeting of Directors, and may exercise he or she were sitting for the first time.

### **7.6: Quorum**

A majority of the Directors shall constitute a quorum at any meeting of Directors, and may exercise all of the powers of the Board of Directors.

### **7.7: Meetings of the Board of Directors**

- 7.7.1: The Board of Directors shall meet not less than twice yearly upon the call of the President.
- 7.7.2: Meetings of the Board of Directors may also be called by:
  - 7.7.2.1: A motion of the Boards and Associations passed at a Meeting of the Members; or

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- 7.7.2.2: Any five (5) members of the Board of Directors.
  - 7.7.3: All meetings shall take place at the time specified in the call at CREA's registered office or such place as determined by the President.

## **7.8: Form of Meeting**

- 7.8.1: Any meeting of the Directors may be held in person, by teleconference or by other electronic means upon the call of the President.
- 7.8.2: Any Director, with the permission of the President, may participate in a meeting of the Directors in person, by teleconference or by other electronic means.

## **7.9: Notice of Meetings of Directors**

Notice of Board of Directors meetings shall be delivered or telephoned to each Director not less than ten (10) days before the meeting is to take place. A shorter notice period is permitted if all the Directors are present or if those absent have signified their consent to the meeting being held with the shorter notice period and in their absence.

## **7.10: Director Honoraria**

The Directors shall be allowed an honorarium for their services, and shall be paid for expenses incurred on behalf of CREA in accordance with the policy of the Board of Directors, provided that any proposed change in the amount of total honoraria for Directors, including Directors who are officers, is approved at a Meeting of the Members.

## **7.11: Loss of Qualification during the Term of Office**

- 7.11.1: A Director shall cease to hold office as a Director in the following circumstances:
  - 7.11.1.1: If the Director:
    - 7.11.1.1.1: Resigns by delivering a written resignation to the President and Chief Executive Officer;
    - 7.11.1.1.2: Makes an assignment for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of any act that may be in force for bankrupt or insolvent debtors.
    - 7.11.1.1.3: Ceases to be a REALTOR® member;
    - 7.11.1.1.4: Has been declared incapable; or
    - 7.11.1.1.5: Dies.
  - 7.11.1.2: If, at a Meeting of the Members, a resolution is passed that a Director be removed from office by the members who elected that Director.
  - 7.11.1.3: If the Director:
    - 7.11.1.3.1: Breaches CREA's By-Laws, Rules or Policies;
    - 7.11.1.3.2: Breaches CREA's Practices, including, but not limited to, the Code of Conduct, Conflict of Interest and Director Performance practices;
    - 7.11.1.3.3: Is convicted of an indictable offence or an offence involving theft, fraud or moral turpitude; or
    - 7.11.1.3.4: Commits any other act that is, in the opinion of the Board of Directors, sufficient cause for loss of qualification.

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- 7.11.2: The Board of Directors, by a resolution passed by at least seventy-five (75) per cent of the Directors, other than the Director who is the subject of the meeting, may determine that conduct in violation of 7.11.1.3 has occurred.
  - 7.11.3: Directors who lose qualification as a result of 7.11.1.1 or 7.11.1.2 shall immediately be terminated from the Board of Directors.
  - 7.11.4: In the event a Director is the subject of a resolution of the Board of Directors under 7.11.2, the Board of Directors has the authority to take any action, including suspending the Director, pending the ratification of that resolution by the Members.

#### **7.12: Vacancies**

If a vacancy occurs as a result of any of the foregoing reasons, the Directors remaining in office may exercise all of the powers of the Board of Directors provided that a quorum is sustained. The Board of Directors may fill a vacancy for the balance of the term:

- 7.12.1: by appointing a qualified Member; or
- 7.12.2: by recommending that a qualified Member be elected by the membership in accordance with these By-Laws.

### **ARTICLE 8 – ELECTION OF DIRECTORS-AT-LARGE AND REGIONAL DIRECTORS**

#### **8.1: Qualifications of Directors**

Individuals wishing to be elected either as a Director-at-Large or a Regional Director must:

- 8.1.1: Be a REALTOR® member;
- 8.1.2: Have been a REALTOR® member for at least five (5) years;
- 8.1.3: Have a minimum of three (3) years' experience as a director of a Board or Association;
- 8.1.4: Otherwise not be disqualified by the Act;
- 8.1.5: In the case of a Regional Director, be licensed in that Region.

#### **8.2: Only One Director Position**

A candidate for Director is eligible to run for election for only one Director position in any given year.

#### **8.3: Directors-at-Large**

- 8.3.1: Directors-at-Large shall be elected and retire in rotation. Three (3) Directors-at-Large shall be elected at each Annual Meeting;
- 8.3.2: All Boards and Associations are entitled to vote in the Director-at-Large elections, and shall carry the same number of votes as they do for the Annual Meeting voting.

#### **8.4: Regional Directors**

- 8.4.1: Only the Boards and Associations of the particular Region are entitled to vote in the Regional Director elections, and shall carry the same number of votes as they do for the Annual Meeting.
- 8.4.2: Regional Directors shall be elected and retire in rotation as follows:

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8.4.2.1: In odd numbered years, Regional Directors shall be elected in the following regions:

British Columbia/Yukon (1 Director);  
Manitoba (1 director); Quebec (1 Director);  
New Brunswick/Newfoundland/Nova Scotia/Prince Edward Island (1 Director).

8.4.2.2: In even numbered years, Regional Directors shall be elected in the following regions:

Alberta/Northwest Territories (1 Director);  
Saskatchewan (1 Director);  
Ontario (1 Director);  
New Brunswick/Newfoundland/Nova Scotia/Prince Edward Island (1 Director).

## **8.5: Place of Regional Director Election**

The Regional Director election may be held in the Region if a majority of the candidates running for Regional Director in that particular Region advise CREA's Chief Executive Officer in writing of their preference no later than sixty (60) days preceding the Annual Meeting. Otherwise, the election will be scheduled by CREA on a date preceding the Annual Meeting in the city scheduled for that meeting.

## **8.6: Acclamation**

8.6.1: If the number of candidates seeking election to the Board of Directors is less than or equal to the number of vacancies open for that position, or, if a nominating committee constituted under the Rules nominates only the number of nominees necessary to fill vacancies on the directorate without the requirement for an election to be held, then those candidates shall be deemed to be elected by acclamation to that position.

8.6.2: If one of the acclaimed positions is for a term of one (1) year, and the candidates are unable to agree amongst themselves as to who will take that term, the candidate who shall have a term of only one (1) year shall be determined by random draw, conducted by the Chief Executive Officer.

## **8.7: Voting**

8.7.1: Any candidates to be elected must receive a majority of the legal ballots cast. In any directorship category, where vacancies exist for both two-year and one-year terms, the candidates elected to the two-year terms shall be those receiving the greatest number of votes in descending order. Once candidates have been elected to all two-year terms, the candidates with the next highest number of votes shall be elected to any one-year term.

8.7.2: The candidate receiving the fewest number of ballots cast shall be deemed to have withdrawn from any subsequent ballot except where this would give rise to a position on the Board of Directors being filled by a candidate who did not receive a majority of the ballots cast.

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## **ARTICLE 9 – COMMITTEES AND TASK FORCES**

### **9.1: Committees and Task Forces**

The Board of Directors shall create an audit committee and may create such other committees, task forces and other bodies as it deems appropriate, and establish their mandates.

### **9.2: Reporting**

All committees, task forces and other bodies shall report to the Board of Directors.

## **ARTICLE 10 – FISCAL YEAR**

### **10.1: Establishment of Fiscal Year**

Until changed by resolution of the Board of Directors, CREA's fiscal year shall end on December 31st.

## **ARTICLE 11 – EXECUTION OF DOCUMENTS**

### **11.1: Cheques, Notes, Drafts, etc.**

All cheques, drafts, electronic transfers or orders for the payment of money and all notes and acceptances of bills of exchange shall be signed or authorized by the person or persons designated in accordance with Board of Director policy.

### **11.2: Execution of Documents**

Contracts, documents or any instruments in writing requiring the signature of CREA shall be signed by the officers of CREA, or such other persons as authorized by the Board of Directors, and all contracts, documents and instruments in writing so signed shall be binding upon CREA without any further authorization or formality. The Directors shall have power from time to time by resolution to appoint an officer or officers on behalf of CREA to sign specific contracts, documents and instruments in writing. The Directors may give CREA's power of attorney to any registered dealer in securities for the purposes of the transferring of and dealing with any stocks, bonds, and other securities of CREA.

## **ARTICLE 12 – BANKING ARRANGEMENTS**

### **12.1: Authorization**

The Board of Directors shall designate, by resolution, the persons authorized to transact the banking business of CREA, to have the authority set out in the resolution, including, unless otherwise restricted, the power to:

12.1.1: Choose the banker or bankers to operate CREA's accounts;

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- 12.1.2: Make, sign, draw, accept, endorse, negotiate, lodge, deposit or transfer any of the cheques, promissory notes, drafts, acceptances, bills of exchange and orders for payment of money;
  - 12.1.3: Execute any agreement relating to any banking business and defining the rights and powers of the parties thereto; and
  - 12.1.4: Authorize any officer of the banker to do any act or thing on CREA's behalf to facilitate the banking business.

## **12.2: Board Authorized Signatories**

The Board of Directors may authorize any person to negotiate and re-negotiate the terms and conditions of loans on behalf of CREA, including the security to be given.

## **ARTICLE 13 – LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS**

### **13.1: Indemnity**

To the extent permitted by the Act every Director and officer of CREA and the heirs, executors and administrators, and estate and effects of such Director and officer, shall from time to time and at all times be indemnified and saved harmless, out of the funds of CREA, from and against:

- 13.1.1: All costs, charges and expenses whatsoever, which the Director or officer sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against such Director or officer for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by such Director or officer in or about the execution of the duties of the office; and
- 13.1.2: All other costs, charges and expenses, which such Director or officer sustains or incurs in or about or in relation to the affairs thereof.

### **13.2: Insurance**

CREA shall purchase and maintain insurance, if available, on behalf of each and every of its Directors, officers, former Directors and former officers against any liability incurred or alleged to have been incurred by them by reason of being or having been Directors or officers of CREA. CREA shall purchase insurance in respect of potential liabilities of the Directors and officers whether or not CREA would have the power to indemnify them against any such liability.

### **13.3: Protection of Directors and Officers**

Subject to the Act, no Directors or officers of CREA shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or employee, or for joining in any receipt or act for conformity or for any loss, damage or expense happening to CREA through the insufficiency or deficiency of title to any property acquired by CREA or for or on behalf of CREA or for the insufficiency of any security in or upon which any of the money of or belonging to CREA shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or Corporation with whom or which any money, securities or effects shall be lodged or deposited or for any other loss,

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damage or misfortune whatever which may happen in the execution of the duties of his/her respective office or trust in relation thereto unless the same shall happen by or through the person's own wrongful and willful act or through wrongful or willful neglect or default of such Directors or officers.

#### **ARTICLE 14 – ACTIONS AND PROCEEDINGS**

- 14.1:** No action or proceeding, either at law or in equity, will be brought by any CREA Member against any other Member or against any Director, officer, employee, or any other servant or agent of CREA, or its member Boards and Associations, for any act or omission in relation to the administration or enforcement of these By-Laws.
- 14.2:** This Article may be pleaded as, and shall constitute, an absolute defence to any such claim or action.

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## **RULES**

### **RULE 1 – DEFINITIONS**

All defined terms in the By-Laws shall have the same meanings in the Rules.

### **RULE 2 – QUALIFYING FOR MEMBERSHIP**

#### **2.1: BOARDS AND ASSOCIATIONS**

In order to qualify and maintain membership in CREA, all Boards and Associations must comply with the following requirements:

##### **2.1.1: Membership Requirements**

- 2.1.1.1: A Board must consist of a minimum of two (2) real estate firms, with no common ownership or interest, direct or indirect.
- 2.1.1.2: A Board, as a minimum, must maintain a class of membership for an individual who is a licensed real estate practitioner in that province/territory.
- 2.1.1.3: A Board may maintain any other class of membership for individuals or organizations whose mandates support the aims and objectives of the Board.
- 2.1.1.4: An applicant for Board membership will provide, at the time of application, the initial list of membership of all classifications, including addresses and real estate firm affiliation. An updated membership list must be provided to CREA by each Board by December 31st of each year.

##### **2.1.2: Membership in Associations**

To qualify and maintain membership in CREA a Board must also be a member in good standing of the provincial/territorial Association in its province or territory, where one exists.

##### **2.1.3: Corporate Jurisdiction**

- 2.1.3.1: A Board must provide CREA with a detailed geographical description and a map of the Board's corporate jurisdiction for approval.
- 2.1.3.2: Unless otherwise agreed by the affected Boards, only one Board shall operate in each separate jurisdictional area.
- 2.1.3.3: Any proposed changes to the corporate jurisdiction of a Board must be approved by CREA and the appropriate Association. If the applicant Board is proposing to take any portion of the jurisdiction of another Board into its jurisdictional boundaries, the written approval of that affected Board is also required.



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#### **2.1.4: Dues**

- 2.1.4.1: A Board/Association will regularly collect and remit the appropriate CREA membership dues.
- 2.1.4.2: An applicant for Board/Association membership will submit, with its application, the dues for at least one full year for all members of the proposed Board/Association.

#### **2.1.5: The REALTOR® Code**

Each Board/Association shall adopt and enforce the REALTOR® Code in the manner and according to the standards established in the Three-Way Agreement and CREA's By-Laws, Rules and policies, all as amended from time to time and shall ensure through its By-Laws and membership agreements that all Board members are bound by the REALTOR® Code.

#### **2.1.6: Principles of Competition**

A Board/Association is required to abide by the Principles of Competition.

#### **2.1.7: Arbitration**

- 2.1.7.1: All Boards/Associations must have a binding arbitration process to deal with commission disputes between their members.
- 2.1.7.2: All Associations must have an arbitration/mediation process to deal with disputes between their member Boards.

#### **2.1.8: CREA's By-Laws, Rules and Policies**

A Board/Association must abide by the By-Laws, Rules and Policies of CREA, and must, through its By-Laws and membership agreements, establish the same requirement of its own members.

#### **2.1.9: Incorporation**

A Board/Association must be incorporated and be in compliance with the requirements of the appropriate incorporating legislation.

#### **2.1.10: CREA's Certification Marks**

- 2.1.10.1: All of CREA's certification marks, including, but not limited to, REALTOR®, REALTORS®, MLS®, Multiple Listing Service®, and the associated logos must only be used in accordance with the rules for use and certification mark policies as established by CREA from time to time.
- 2.1.10.2: A Board/Association must monitor trademark use within its jurisdiction, as required by CREA's By-Laws, Rules and Policies, and will assist CREA, as needed, in the enforcement of CREA's certification marks.

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#### **2.1.11: Board/Association Names**

The proposed name of an applicant for Board/Association membership and applications for change of names submitted by existing Boards/Associations are subject to the approval of CREA. CREA's approval for a proposed Board name is conditional on the prior approval of the appropriate Association.

#### **2.1.12: Agreements**

Boards/Associations must execute and abide by all agreements with CREA including the Three-Way Agreement, the Certification Mark License Agreement and any other agreements reasonably requested by CREA to be signed. Any existing agreements must be re-signed by Boards/Associations that have changed their names.

#### **2.1.13: Staff**

2.1.13.1: A Board/Association must:

2.1.13.1.1: maintain adequate staff support to co-ordinate its activities and administration, to enforce the REALTOR® Code and CREA's By-Laws, Rules and Policies, and to ensure the Board/Association complies with these Rules, and;

2.1.13.1.2: have an executive officer, chief executive officer or equivalent title, who possesses the Association Executive Competencies as set out in CREA's Succession Planning Guide.

2.1.13.2: A senior staff person at all Boards/Associations is required to attend at least one (1) risk management session approved by CREA's Chief Executive Officer each year;

2.1.13.3: At least one (1) senior staff person at all Boards/Associations must maintain membership in the Association Executive Network ("AEN"), and that person cannot actively transact or trade in real estate in a licensed capacity;

2.1.13.4: A senior staff person at all Boards/Association is required to attend at least one (1) CREA meeting or event each year. A CREA meeting or event means CREA's Annual Meeting, Special Meeting, Political Action Committee (PAC) days or the AEN Seminar.

2.1.13.5: Any new executive officer, chief executive officer, or equivalent, hired by a Board/Association after November 1, 2009, is required to:

2.1.13.5.1: Attend the first AEN seminar held following the date of hiring.

2.1.13.5.2: Complete the Canadian REALTOR® Association Executive designation course entitled "Module 1: Perspectives: Real Estate Association Yesterday, Today and Tomorrow" or its equivalent as soon as reasonably possible, but in any event, no later than the date of the AEN seminar referred to in 2.1.13.5.1 above.

2.1.13.6: CREA's Chief Executive Officer may grant an exemption or extension to any of the requirements set out in 2.1.13.2, 2.1.13.4 and 2.1.13.5 in any particular year. A Board/Association's request for an exemption must be in writing, and must set out in detail the reasons for the request.

#### **2.1.14: By-Laws**

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The proposed By-Laws of an applicant for Board/Association membership must be submitted with the application for review and approval by CREA to ensure compliance with CREA's By-Laws, Rules, and Policies.

#### **2.1.15: Insurance**

A Board/Association must maintain Directors, Officers and Entity Liability Insurance.

#### **2.1.16: Legal Counsel**

A Board/Association must have a designated legal counsel to whom it has access when needed.

#### **2.1.17: Operational Responsibilities**

A Board/Association has an ongoing obligation to:

- 2.1.17.1: Ensure new members and its Board of Directors are aware of their responsibilities as members and/or governors of organized real estate;
- 2.1.17.2: Ensure its Board of Directors is knowledgeable regarding competition matters, including the Competition Act and Principles of Competition;
- 2.1.17.3: Conduct regular meetings in accordance with the By-Laws of the Board/Association; and
- 2.1.17.4: Maintain awareness within its membership and its Board of Directors of CREA's certification marks.

#### **2.1.18: Certification**

- 2.1.18.1: All Boards/Associations must annually complete a form provided by CREA certifying in writing that they continue to be in compliance with this Rule and that all Board/Association documents continue to be current and comprehensive. The certification for each year must be filed with CREA no later than January 31 of the following year.
- 2.1.18.2: Additionally, all Boards/Associations must when requested by CREA:
  - 2.1.18.2.1: Complete a Self-Evaluation Form intended to assess the status of a Board/Association in terms of these Rules.
  - 2.1.18.2.2: Provide copies of any Board/Association documents, including Bylaws, Rules, Policies, financial review engagement or audited financial statement, whichever is required under the Board/Association's incorporation legislation.

#### **2.1.19: Failure to Comply**

2.1.19.1: In the event a Board/Association fails to comply with 2.1.18, CREA may, in addition to any other powers set out in CREA's By-Laws and Rules, suspend the Board's voting rights at Meetings of the Members and/or suspend some or all of its services or subsidies otherwise provided to Boards/Associations.

#### **2.1.20: New Board/Association Membership Applications**

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- 2.1.20.1: Applicants for Board/Association membership must complete a Board/Association Membership Application form and submit it to the Chief Executive Officer, together with all required documentation.
  - 2.1.20.2: The Chief Executive Officer shall provide the application to the CREA Board of Directors.
  - 2.1.20.3: The CREA Board of Directors may approve the application, subject to ratification at a Meeting of the Members.

#### **2.1.21 CREA's Data Distribution Facility**

Each Board/Association shall comply with CREA's Data Distribution Facility Policy as amended from time to time.

### **2.2: REALTOR® MEMBERS**

REALTOR® members shall be considered members of CREA upon:

- 2.2.1: Written notification to CREA by the respective Board that their application for Board membership has been approved; and
- 2.2.2: Receipt by CREA of any dues, initiation fees or assessments owing.

## **RULE 3 – FAILURE TO COMPLY WITH REQUIREMENTS OF MEMBERSHIP**

### **3.1: BOARDS AND ASSOCIATIONS**

In the event of a complaint that a Board or Association has not complied with the requirements of membership, the following process shall be applied:

- 3.1.1: The complaint must be initiated either by CREA or an Association. In the latter case, the complaint must be in writing directed to CREA's Chief Executive Officer.
- 3.1.2: Upon receipt of a complaint the Chief Executive Officer shall forward to the Board, a notice setting out the details of the complaint, and a Self-Evaluation Form, which shall be completed by the Board and returned to the Chief Executive Officer within twenty (20) days of its date.
- 3.1.3: If, upon receipt of the Self Evaluation Form, or the expiry of the twenty (20) day period without the Form being returned, CREA's Board of Directors decides, after consultation with the appropriate Association, that a Board is not complying with the requirements of membership, a notice shall be sent to the Board setting out the details of the non-compliance and requiring that the problem be rectified within twenty (20) days of the date of the notice.
- 3.1.4: In the event the non-compliance is not addressed to the satisfaction of CREA within the twenty (20) day period, the Board of Directors may make such determination as it deems reasonable, including suspension or termination of the Board membership.
- 3.1.5: The complaint process set out in this Section applies equally to a complaint against an Association.

### **3.2: REALTOR® MEMBERS**

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- 3.2.1: Complaints relating to the conduct of REALTOR® members will be referred by CREA to the executive officer of the Board or Association to which the Member belongs, with the request that the matter be dealt with through the Board's professional standards process.
  - 3.2.2: If the complaint involves the misuse of CREA's trademarks – including the MLS® and REALTOR® family of marks – or other intellectual property (including, but not limited to, REALTOR.ca, ICX.ca, realtorlink.ca and crea.ca), the complaint may, at the same time, be dealt with by the CREA Chief Executive Officer, who may make such determination as he or she deems expedient, including:
    - 3.2.2.1: Suspending or revoking the Member's license to display CREA's trademarks;
    - 3.2.2.2: Suspending or terminating the Member's passwords to CREA's websites; or
    - 3.2.2.3: Otherwise preventing access by the Member to any of CREA's intellectual property.
  - 3.2.3: Any decision of the Chief Executive Officer may be stated to be effective immediately or at such time as a determination is made on the complaint by the appropriate Board or Association.
  - 3.2.4: A Member affected by a decision under 3.2.2.2 above may appeal to the CREA Board of Directors within ten (10) days of notification of the decision.
  - 3.2.5: The Board of Directors shall review and consider the complaint and may make such determination as it deems reasonable. Any suspension or termination of rights imposed by the Chief Executive Officer shall remain in effect pending the decision of the Directors.

#### **RULE 4 – FEES, ASSESSMENTS AND DUES**

##### **4.1: Remittance of Fees, Assessments and Dues – Boards/Associations**

- 4.1.1: The Board of Directors shall establish fees, assessments, and membership dues to become effective when approved at a Meeting of the Members. A-la-carte fees are effective immediately and do not require approval at a Meeting of the Members.
- 4.1.2: CREA dues shall be remitted quarterly, based on a calendar year.
- 4.1.3: Each Board and Association shall remit to CREA, not later than the end of each calendar quarter, an amount representing at least one-fourth of the applicable CREA annual dues for each person who is a Member at any time during the calendar quarter.
- 4.1.4: Annual membership dues shall be prorated on a quarterly basis for those new members joining CREA during the calendar year.
- 4.1.5: In the event a Board fails to remit dues as required by CREA for a period of six (6) months, CREA's Board of Directors may terminate the membership of the Board.

#### **RULE 5 – MEETINGS OF THE MEMBERS**

##### **5.1.: Voting Delegates**

- 5.1.1: In order to exercise voting rights, a Board or Association must provide CREA's Chief Executive Officer with written notice of the names of its voting delegates at least forty-five (45) days prior to the Annual Meeting. The individuals named will also be deemed to be the Board or Association's voting delegates at any subsequent Special

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- Meeting held before the next Annual Meeting, unless the Board/Association otherwise notifies the Chief Executive Officer in writing.
- 5.1.2: Any Board or Association that did not comply with Rule 5.1.1 will nevertheless be entitled to vote at any subsequent Special Meeting held in the same fiscal year, provided it supplies the Chief Executive Officer with the names of its voting delegates at least thirty (30) days prior to the date of such subsequent meeting.
- 5.1.3: A Board or Association may change its voting delegates at any time, on written or electronic notice to the Chief Executive Officer.

## **RULE 6 – DIRECTOR RESPONSIBILITIES**

### **6.1: Board of Directors**

#### **6.1.1: Responsibility**

In addition to the duties and powers established in the Articles and By-Laws, the Board of Directors is responsible for the following:

- 6.1.1.1: To give direction to the Officers.
- 6.1.1.2: To review and approve the proposed annual budget for the following fiscal year.
- 6.1.1.3: To consider and approve policies that will further the objectives of CREA.
- 6.1.1.4: To identify major issues and trends affecting the profession and determine the position to be taken by CREA.
- 6.1.1.5: To ensure that there is a united national voice for the profession.
- 6.1.1.6: To develop standards of ethics and practice for the conduct of business in the profession.
- 6.1.1.7: To establish national objectives for CREA in the following areas:
  - 6.1.1.7.1: Governmental Affairs;
  - 6.1.1.7.2: Public Relations and Communications;
  - 6.1.1.7.3: Member Services;
  - 6.1.1.7.4: Technology;
  - 6.1.1.7.5: Education.
- 6.1.1.8: To determine the nature of co-operative relationships with foreign industry bodies.
- 6.1.1.9: To determine the nature of co-operative relationships with related national industry bodies.
- 6.1.1.10: To appoint the Chief Executive Officer.
- 6.1.1.11: To protect CREA's trademarks and designations.
- 6.1.1.12: To carry out such other general responsibilities as may be properly directed by the Members.

#### **6.1.2: Reporting**

The Board of Directors reports to the Members.

### **6.2: Directors**

- 6.2.1: All Directors shall:

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- 6.2.1.1: Act as representatives of CREA to Boards and Associations across the country by attending Board/Association meetings as directed by the Board of Directors.
  - 6.2.1.2: Undertake specific duties as assigned by the President or the Board of Directors.
  - 6.2.2: Directors shall always act in the best interests of CREA.

## **RULE 7 – DIRECTOR NOMINATION PROCESS**

### **7.1: Notice of Director Elections**

- 7.1.1: The Chief Executive Officer shall send a notice to all real estate firms, at the addresses recorded in CREA's membership database and to all Boards and Associations, advising of upcoming vacancies on the Board of Directors and encouraging qualified individuals to let their names stand for election as Regional Director or Director-at-Large.
- 7.1.2: The notice may be in writing or electronic format, and may be communicated by regular mail, courier, facsimile, e-mail or other electronic means, at least one hundred and five (105) days before the Annual Meeting, and shall be posted on REALTOR Link®.
- 7.1.3: Boards and Associations shall distribute the notice to all of their current directors, as well as to those former directors and other qualified individuals the Board/Association believes would make a contribution to the CREA Board of Directors.

### **7.2: Candidates**

Interested candidates must complete CREA's Director Candidacy Form and submit it to the Chief Executive Officer no later than sixty (60) days prior to the Annual Meeting.

### **7.3: Referral to a nominating committee**

- 7.3.1: In the event that no qualified candidate has submitted his or her name for election for any particular category the matter shall be referred to a nominating committee.

### **7.4: Notification of Candidate Names**

The Chief Executive Officer shall circulate the names of the candidates to all Boards and Associations no later than thirty (30) days prior to the Annual Meeting.

## **RULE 8 – REALTOR® CODE**

### **8.1: Application**

- 8.1.1: No obligation under the REALTOR® Code is to be read as requiring a REALTOR® member to violate the law. If compliance with any particular Article of the REALTOR® Code would result in a REALTOR® member being in violation of applicable law, then that requirement has no force and effect with regard to that REALTOR® member.

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## **8.2: Amendments**

8.2.1: Revisions to the Articles or Interpretations of the REALTOR® Code shall become effective when approved by the Members.

## **8.3: Board Authority**

8.3.1: Each Board must either maintain a mechanism to effectively deal with and adjudicate complaints under the REALTOR® Code or delegate such enforcement to a regional or provincial body established by Boards or Associations for that purpose.

8.3.2: Each Board has the exclusive authority to interpret and apply the REALTOR® Code as it deems appropriate to complaints received by the Board.

## **8.4: Process For Handling Complaints**

8.4.1: Complaints must be in writing and cannot be filed anonymously. Boards/Associations may establish in their own rules under what circumstances the complainant's identity is disclosed to any other party.

8.4.2: Complaints may come from any source including the public and REALTOR® members and can be initiated by the Board/Association itself. No rule, bylaw or contractual commitment may prevent a Board/Association from proceeding with a complaint simply because of its source;

8.4.3: Professional standard processes should include efficient methods of dealing with complaints that may not warrant a full hearing, such as a consent to discipline or Fast-Track process;

8.4.4: In processing a complaint, the Board will use the following criteria:

8.4.4.1: If the subject matter of the complaint falls under the REALTOR® Code and is not found in the provincial regulatory requirements, then the Board shall process the complaint under the REALTOR® Code.

8.4.4.2: If the subject matter of the complaint falls under the provincial regulatory requirements and is not found in the REALTOR® Code, then the complaint or complainant may be referred to the regulatory body responsible for enforcement of the provincial regulatory requirements.

8.4.4.3: If the subject matter of the complaint can be found in both the REALTOR® Code and the provincial regulatory requirements, the Board may refer the complaint or the complainant to the appropriate regulatory body or elect to deal with the complaint under the REALTOR® Code.

8.4.4.4: If one aspect of the complaint falls under the provincial regulatory requirements and another aspect falls under the REALTOR® Code, the



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Board/Association may refer to the complaint or the complainant to the appropriate regulatory body and may, at its option deal with the other aspect of the complaint under the REALTOR® Code.

## **RULE 9 – CERTIFICATION MARKS**

### **9.1: The Marks**

- 9.1.1: The Certification Marks (collectively, the “Marks”) owned or controlled by CREA, and that are licensed by CREA pursuant to the terms and conditions herein, are as follows:  
MLS®;  
Multiple Listing Service®;  
MLS® logos as shown in existing registrations and such variations as may be permitted by CREA in writing (collectively, the “MLS® Marks”);  
REALTOR®;  
REALTORS®;  
REALTOR® logos as shown in existing registrations and such variations as may be permitted by CREA in writing (collectively, the “REALTOR® Marks”).
- 9.1.2: CREA may in the future adopt other marks as certification marks, and may license them in CREA's sole discretion, and on such terms and conditions as CREA may subsequently specify in writing.

### **9.2: Standards Associated with the Marks**

- 9.2.1: The Marks are registered under the Trade-marks Act as certification marks and are protected throughout Canada.
- 9.2.2: The REALTOR® Marks identify Members of CREA who provide real estate brokerage services (the “REALTOR® services”) in compliance with CREA's By-Laws and Rules, and the REALTOR® Code, as amended from time to time, and in compliance with all applicable federal and provincial/territorial laws and regulations.
- 9.2.3: 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 and Rules, and the REALTOR® Code as amended from time to time, and in compliance with all applicable federal and provincial/territorial laws and regulations. The MLS® Marks do not identify or describe a computer database of real estate listings.
- 9.2.4: An MLS® System is a co-operative selling system operated and promoted by a Board or Association in association with the MLS® Marks. An MLS® System includes an inventory of listings of participating REALTOR® members, and ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTOR® members to affect the purchase and sale of real estate.

### **9.3: Licensees of the Marks**

- 9.3.1: Subject to the terms of this Rule, the following Members of CREA (collectively, “Licensees”) are licensed to use, reproduce and display the Marks:

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- 9.3.1.1: Boards;
  - 9.3.1.2: Associations;
  - 9.3.1.3: REALTOR® members.
  - 9.3.2: A corporation, partnership, or other entity operating as a licensed real estate firm may use, reproduce and display the Marks in the course of its business, provided that all licensed practitioners in any way affiliated with the real estate firm are REALTOR® members.
  - 9.3.3: An individual, corporation, partnership or other entity who has been licensed by CREA in writing may use, reproduce and display one or more of the Marks for certain specific wares or services.
  - 9.3.4: Former REALTOR® members who are no longer licensed, but who are:
    - honorary life members or equivalent of a Board/Association; or
    - Honorary Affiliates of CREAmay display the REALTOR® Marks in a manner consistent with their honorary status provided that:
    - 9.3.4.1: any such display is solely for the purpose of promoting membership in CREA, and not for any commercial or business purpose;
    - 9.3.4.2: the REALTOR® Marks are not displayed in any manner that would lead a consumer to believe that the person is a licensed real estate practitioner;
    - 9.3.4.3: the person agrees in writing:
      - 9.3.4.3.1: to be bound by the REALTOR® Code and CREA's By-Laws, Rules and Policies;
      - 9.3.4.3.2: to immediately cease displaying the REALTOR® Marks if requested to do so by CREA or the appropriate Board/Association.

#### **9.4: Restrictions on License**

- 9.4.1: Licensed Wares and Services
  - 9.4.1.1: The Marks may only be used, reproduced and displayed in association with the REALTOR® services or the MLS® services, as the case may be, and such other wares, services or business as CREA may specifically permit in writing.
  - 9.4.1.2: All Licenses granted pursuant to this Rule shall be non-exclusive.
- 9.4.2: Compliance with Standards
  - 9.4.2.1: CREA owns or controls the Marks. As such, CREA has the absolute right to withhold, withdraw or suspend any Licensee's right to use, reproduce or display the Marks, or any one of them, at any time, subject only to the terms of any specific written license agreement between CREA and each Licensee.
  - 9.4.2.2: The terms and standards of the license to use the Marks are established in CREA's By-Laws, Rules and Policies, as amended from time to time. The right to use the Marks is conditional on strict adherence to all terms and standards.
  - 9.4.2.3: At the request of CREA, each Licensee shall promptly provide samples of all use of the Marks, or any of them, for CREA's review, and each Licensee shall promptly take such steps or make such changes as CREA may request to rectify any non-compliance with these terms and standards.

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- 9.4.2.4: Licensees shall have no right to use, reproduce or display the Marks, except as specifically provided for in this Rule. All other rights are reserved to and remain with CREA. Without limiting the generality of the foregoing, Licensees shall have no right to sub-license or assign their right to use, reproduce or display the Marks, or any of them, except as may be permitted by CREA in writing.
- 9.4.3: Licensee Responsibility For Use of Marks By Third Parties
- 9.4.3.1: Licensees are responsible for ensuring that buyers and sellers for whom they are providing any service, as well as any other third parties in any way involved in transactions, do not use the Marks in any unauthorized manner.
- 9.4.3.2: Any Licensee who partners with a non-member in the provision of real estate related services and wishes to permit that non-member to display CREA's marks must:
- 9.4.3.2.1: Provide the non-member with a CREA notice of allowed displays of the Marks;
- 9.4.3.2.2: Enter into a written contract with the non-member which provides as a minimum that:
- 9.4.3.2.2.1: The non-member may only display the Marks in the manner specifically approved by CREA from time to time;
- 9.4.3.2.2.2: The Licensee has the right to terminate the agreement at any time in the event of non-compliance by the non-member;
- 9.4.3.2.2.3: Licensees are required to terminate these agreements in the event of a breach by a non-member.
- 9.4.4: Term and Termination
- 9.4.4.1: All Licenses granted pursuant to this Rule shall commence upon each Licensee satisfying the terms and conditions of CREA's By-Laws and Rules, and shall terminate upon each Licensee ceasing to be a Member in good standing of CREA, or upon CREA terminating the License as provided for in CREA's By-Laws and Rules, as amended from time to time.
- 9.4.4.2: Upon termination, each Licensee shall immediately cease any and all use, reproduction and/or display of the Marks, or any of them, and any and all similar marks, as, or as part of, any trademark, trade name, corporate name, domain name, or otherwise.
- 9.4.5: Estoppel
- Licensees agree that they will not at any time, either during the term of, or following the termination of this license:
- 9.4.5.1: Challenge the validity or distinctiveness of the Marks or any other trademarks of CREA, or CREA's ownership thereof;
- 9.4.5.2: Use, display or attempt to register (as trademarks, trade names, corporate names or domain names) any word, phrase, term, acronym, initials or design that incorporate, or are confusingly similar to the Marks or any of them or any other trademark of CREA.
- 9.4.6: Business Restriction
- The Marks may only be used by REALTOR® members in connection with their brokerage services relating to real estate transactions, as permitted by the relevant provincial or territorial real estate licensing legislation.

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## 9.5: Usage Rules

### 9.5.1: General Rule

- 9.5.1.1: The Marks must always be displayed in a manner that enforces their distinctiveness as certification marks, and emphasizes that they are not generic or descriptive words.
- 9.5.1.2: The detailed usage requirements found in CREA's Policies must be complied with in every use, display or reproduction of the Marks. Any repeated failure to comply with these requirements shall entitle CREA to terminate the license.

### 9.5.2: Form Requirements

- 9.5.2.1: The Marks must always be displayed in the exact form and manner in which they are registered, as follows:  
MLS®, Multiple Listing Service®;  
REALTOR®, REALTORS®.
- 9.5.2.2: The ® registration symbol must always be displayed in conjunction with the Marks except in the case of any permitted new Marks that are not registered.
- 9.5.2.3: All business and promotional material displaying any of the Marks must, where possible, include the statement "Trademark owned or controlled by The Canadian Real Estate Association. Used under license."
- 9.5.2.4: The MLS® and REALTOR® logos must only be used, reproduced and displayed in the form as registered, or in such other form as may be approved by CREA in writing, as detailed in CREA's Policies as amended from time to time.

### 9.5.3: Exceptions to Form Requirements

- 9.5.3.1: National and local media outlets may display the REALTOR® marks by capitalizing only the "R," and are not required to display the ® symbol following the Marks, all in accordance with the Associated Press Style Book or the United Press International Style Book.
- 9.5.3.2: Textbooks and other educational material may use the Marks without the ® symbol provided that there is, at the beginning of the book or document, an explanation of the meaning and ownership of the Marks, which has been approved by CREA.

### 9.5.4: Specific Additional Requirements – REALTOR® Marks

- 9.5.4.1: The REALTOR® Marks must only be used to identify the real estate brokerage services and related professional services provided by members of CREA. The REALTOR® Marks must never be used as a generic or descriptive name to identify a salesperson, broker, or other real estate professional.
- 9.5.4.2: The REALTOR® Marks must never be used as part of a business name or trade name or corporate branding except as may be permitted by CREA in writing.

### 9.5.5: Specific Additional Requirements – MLS® Marks

- 9.5.5.1: The MLS® Marks must only be used to identify the professional services provided by Members of CREA to effect the purchase and sale of real estate as part of a "plural system arrangement," also known as a co-

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operative selling system. The MLS® Marks must never be used as a synonym for a “database of real estate listings.”

- 9.5.5.2: When referring to the co-operative selling systems operated by Boards and Associations, the proper terminology is “the MLS® System of the Board.”
- 9.5.5.3: The MLS® Marks must never be used as part of a business name, trade name, or corporate branding except as may be permitted by CREA in writing.
- 9.5.5.4: A REALTOR® member who does not have access to the MLS® System of a Board/Association may not use, reproduce or display the MLS® Marks.

## **9.6: Use of Marks by Boards and Associations**

- 9.6.1: A Board may only use, reproduce or display the MLS® Marks if it operates, or otherwise provides its REALTOR® members with access to an MLS® System.
- 9.6.2: A Board or Association may use REALTOR® or REALTORS® as part of its corporate name and trade name, provided that:
  - 9.6.2.1: the proposed name is approved in accordance with CREA’s Rules; and
  - 9.6.2.2: the Board or Association executes a written license agreement with CREA prior to using the name.
- 9.6.3: Each Board and Association is licensed to use REALTOR® or REALTORS® in the name of its building and in the titles of its publications, provided that each use is first approved by CREA in writing.

## **9.7: Use of the Marks in Domain Names and on the Internet**

- 9.7.1: Licensees shall not use the Marks or any of them or any other CREA trademarks in domain names, e-mail addresses, meta-tags or other Internet search fields unless specifically authorized to do so by CREA’s Policies.

## **9.8: Enforcement**

- 9.8.1: Boards and Associations are responsible for monitoring and enforcing the proper use, reproduction and display of the Marks in their own jurisdiction. This includes ensuring that real estate firm names, websites and other advertising materials (print and electronic) are compliant, and that Boards and Associations respond to complaints regarding improper uses of the Marks, and conduct discipline hearings in a prompt manner, as required.

# **RULE 10 – OPERATION OF A BOARD’S MLS® SYSTEM**

## **10.1: Acceptance of Listings**

- 10.1.1: The Three (3) Pillars of the MLS® Mark
  - Only listings that comply with the following three (3) pillars of the MLS® Mark can be placed on a Board/Association’s MLS® System.
  - 10.1.1.1: Membership
    - Only REALTOR® members may place a listing on a Board/Association’s MLS® System.

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10.1.1.2: Agency

A listing REALTOR® member/real estate firm must act as agent for the seller to post, amend or remove a property listing in a Board's MLS® System. The nature of any additional services to be provided by the listing REALTOR® member/real estate firm to the seller is determined by agreement between the listing REALTOR®/real estate firm and the seller.

10.1.1.3: Compensation to Co-operating Broker

The listing REALTOR® member agrees to pay to the co-operating (i.e. selling) REALTOR® member compensation for the co-operative selling of the property. An offer of compensation of zero is not acceptable.

**10.2: Interpretations of the Three Pillars of the MLS® Mark**

10.2.1: The listing REALTOR® 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.

10.2.2: The listing REALTOR® 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.

10.2.3: Only REALTOR® members are permitted to display the MLS® trademarks in signage, advertising, etc.

10.2.4: Where the seller directs the listing REALTOR® member in writing to do so, the seller's contact information may appear in the REALTOR® member only remarks (non-public) section of a listing on a Board/Association's MLS® System. The seller's contact information shall not appear on REALTOR.ca or in the general (public) remarks section of a listing on a Board/Association's MLS® System.

The listing REALTOR® member may include a direction in the General Description section on REALTOR.ca or on websites operated by CREA or a Board/Association to visit the REALTOR® member website to obtain additional information about the listing (but the nature of such additional information shall not be specified).

10.2.5: Where the seller has reserved the right to sell the property himself/herself, that fact shall be specified in the Board/Association's MLS® System.

**10.3: Out of Jurisdiction Listings**

10.3.1: A Board/Association may, at its option, accept a listing of a property located outside the Board's corporate jurisdiction, including property located in another province or territory, or another country, provided that:

10.3.1.1: the REALTOR® member, in taking the listing, does not violate the provisions of applicable provincial/territorial licensing legislation; and

10.3.1.2: the listing complies with all other requirements of the Rules of CREA and the Board/Association, including the three (3) pillars of the MLS® Mark.

**10.4: Real Estate Component**

10.4.1: Only properties with a real estate component may be listed on a Board/Association's MLS® System.

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- 10.4.2: The term “real estate” includes real property, a leasehold or other interest in real property less than a fee simple, and a time share agreement with regard to real property.
  - 10.4.3: Provided they conform to the provisions of the provincial/territorial licensing legislation, a Board/Association may also, at its option, accept listings for:
    - 10.4.3.1: a moveable dwelling that is designed for use as a permanent residence;
    - 10.4.3.2: a business, including an interest or share of a business, with or without premises, and the fixtures, stock-in-trade, goods and chattels associated with the business, provided such items are sold in bulk as part of the business operation.

## **10.5: Processing of Listings**

### **10.5.1: Listing Contracts**

- 10.5.1.1: A Board/Association may, at its option, require either listing contracts or data input forms to be submitted within a reasonable period of time (as defined by the Board/Association MLS® Rules) after execution of the listing contract. A Board/Association has the right to require production of the executed listing contract prior to processing the listing.
- 10.5.1.2: All unconditional sales, and any changes to listing information, must be submitted to a Board/Association within a reasonable period of time (as defined by the Board/Association MLS® Rules). Boards/Associations may, at their option, require conditional sales to be reported.
- 10.5.1.3: All forms submitted to a Board/Association in relation to a listing must be complete and accurate.

## **10.6: Non-Member Access to Limited Information**

- 10.6.1: Information on a Board/Association’s MLS® System is intended for the exclusive use of REALTOR® members. However, a Board/Association may, at its option, permit limited access to such information by third parties other than REALTOR® members whose objectives support the interests of the Board/Association and its members, provided that such access:
  - 10.6.1.1: is granted only by way of a written contract and not as a privilege of membership; and
  - 10.6.1.2: is otherwise in compliance with the law.

## **10.7: Board/Association Obligations**

- 10.7.1: All Boards and Associations that operate MLS® Systems must:
  - 10.7.1.1: Include in their rules and regulations, provisions that give general effect to the provisions of this Rule.
  - 10.7.1.2: Ensure the high quality of listing information on the MLS® Systems and promote data integrity to ensure that MLS® Systems throughout Canada remain a reliable source of accurate information.
  - 10.7.1.3: Every two (2) years, submit to CREA a form certifying that they have complied with CREA’s By-Laws, Rules and Policies dealing with proper use, reproduction and display of CREA’s Marks and have taken reasonable

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measures to ensure that users of their MLS® Systems have also complied with CREA's By-Laws, Rules and Policies.

## **RULE 11 – DISPUTE RESOLUTION**

- 11.1: CREA shall maintain and administer a dispute resolution process to adjudicate disputes between:
  - 11.1.1: REALTOR® members operating in different provinces or territories, relating to the division or disposition of commissions, including referral fees;
  - 11.1.2: A Board (or Boards) and an Association;
  - 11.1.3: Boards operating in different provinces or territories;
  - 11.1.4: Boards operating in the same province or territory, provided that the provincial dispute resolution process has been exhausted and does not involve binding arbitration.
- 11.2: REALTOR® members, for the purposes of 11.1.1, includes real estate firms, and any other entity that is legally entitled to pay or receive referral fees or other compensation, including, as the context requires, all licensed members of the brokerage who are members of CREA.
- 11.3: All inter-provincial REALTOR® member commission disputes shall be submitted to CREA unless otherwise agreed by all parties to the dispute, and the decision of the adjudicators is final and binding. All other disputes under this Rule may, at the option of the parties be submitted to CREA, provided that all parties to the dispute consent.
- 11.4: The dispute resolution process shall be in accordance with policies established by the Board of Directors.

## **RULE 12 – CONFERENCE**

### **12.1: Timing of Conference**

CREA shall organize and operate an annual Conference to be held in conjunction with a Meeting of the Members.

## **RULE 13 – MINUTES**

### **13.1: Minutes to Be Recorded and Filed**

- 13.1.1: Minutes of all proceedings, motions approved and decisions taken at Meetings of the Members, CREA Board of Directors, and all Committee and Task Force Meetings shall be recorded and filed at CREA's head office.
- 13.1.2: The Minutes of Meetings of the Members and the Board of Directors shall be signed by the Chief Executive Officer and, after approval, by the meeting Chair. All other CREA minutes shall be signed by the staff liaison and, after approval, by the Chair.

### **13.2: Distribution of the Minutes of CREA Meetings**

- 13.2.1: Minutes of all meetings shall be distributed to all CREA Directors. Additionally:



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- 13.2.1.1: Minutes of Committee and Task Force meetings shall be distributed to all the members of the particular Committee or Task Force;
  - 13.2.1.2: Minutes of CREA Board of Directors meetings shall be made available to Boards and Associations on request;
  - 13.2.1.3: Minutes of Meetings of the Members shall be distributed to Boards and Associations;
  - 13.2.1.4: Posting the minutes on REALTOR Link® shall constitute “distribution” for the purposes of this Rule.

## **RULE 14 – AFFILIATION**

### **14.1: National and International Bodies**

The Board of Directors may establish relationships between CREA and any national or international real estate body and may enter into agreements setting out the terms of that relationship.

## **RULE 15 – RULES OF ORDER**

### **15.1: Robert’s Rules of Order**

Where not otherwise provided for in CREA’s By-Laws, Rules, Policies or Standing Rules for meetings, procedural issues at all CREA meetings shall be determined in accordance with the latest edition of “Robert’s Rules of Order.”

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Any questions or comments about the service or products CREA provides?  
You can contact us on-line at [info@crea.ca](mailto:info@crea.ca).



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