



REALTOR[®]

Code of Ethics

Standards of Business Practices

Effective July 1, 2006

CREA

The Canadian Real Estate Association

info@crea.ca

CODE OF ETHICS

PREAMBLE TO THE REALTOR® CODE OF ETHICS

Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. Through the REALTOR®, the land resource of the nation reaches its highest use and private land ownership its widest distribution. The REALTOR® is instrumental in moulding the form of his or her community and the living and working conditions of its people.

Such functions impose grave social responsibilities which REALTORS® can meet only by diligent preparation, and considering it a civic duty to dedicate themselves to the fulfillment of a REALTOR®'s obligations to society.

The REALTOR® Code of Ethics of The Canadian Real Estate Association (CREA) is universally recognized by real estate professionals and consumers alike as the measure of professionalism in real estate. The REALTOR® Code is intended to define the high standard of performance the public has a right to expect from those licensed to display the REALTOR® trademark.

In the same manner that the real estate marketplace is a dynamic, demanding environment, so the REALTOR® Code is, has been, and will continue to be a demanding document; a plan for professionalism in real estate, capable of including and accommodating every change, challenge and controversy which arises.

Since 1913, when the first Code of Ethics was approved by the National Association of Real Estate Boards, it has served as the ten commandments of the real estate fraternity, binding REALTORS® together in a common continuing quest for professionalism through ethical obligations based on honesty, integrity, fairness, accountability and professionally competent service.

The REALTOR® Code has been amended many times over the years to reflect the changing needs of the public and the values of society. Most recently, the REALTOR® Code was revised in 2004 to accommodate new technologies and an evolving marketplace and to focus on the REALTOR® trademark as an assurance of a high level of brokerage service and protection.

Any charge filed shall read as a violation of the REALTOR® Code and/or one or more of the Articles of the Standards of Business Practice. An Interpretation may only be cited in support of the charge or the defence. Penalties for violation of the REALTOR® Code shall be established by the local board or other body authorized to conduct discipline proceedings.

CODE OF ETHICS

THE REALTOR® CODE OF ETHICS

The exclusive designation for a member of The Canadian Real Estate Association is the trademark REALTOR®. It symbolizes a commitment to competence, service and professional conduct. In the quest for these high standards, REALTORS® in Canada have been bound together by a Code of Ethics since 1959.

As REALTORS®, we accept a personal obligation to the public and to our profession. The Code of Ethics of The Canadian Real Estate Association embodies these obligations. As REALTORS®, we are committed to:

- Professional competent service
- Absolute honesty and integrity in business dealings
- Co-operation with and fairness to all
- Personal accountability through compliance with CREA's Standards of Business Practice

To meet their obligations, REALTORS® pledge to observe the spirit of the Code in all of their activities and conduct their business in accordance with the Standards of Business Practice and the Golden Rule — Do unto others as you would have them do unto you.

STANDARDS OF BUSINESS PRACTICE

STANDARDS OF BUSINESS PRACTICE

Article 1: Informed of Essential Facts

A REALTOR® shall be informed regarding the essential facts which affect current market conditions.

Interpretations

- 1.1 A REALTOR® shall be aware of current legislation and, wherever reasonably possible, be aware of pending legislation (including zoning, government programs, etc.) which could affect trading conditions in the marketplace. (Also applies to Article 4.)
- 1.2 A REALTOR® should attend educational programs and courses which will assist the REALTOR® in remaining up-to-date and aware of matters that could affect any aspect of a real estate transaction.
- 1.3 A REALTOR® shall be aware of appropriate financing procedures, mortgaging requirements, etc. in order to properly discuss financial obligations on any transaction.
- 1.4 A REALTOR® shall be familiar with the contents of the most current forms commonly used in real estate transactions.

Article 2: Disclosure of Role -Agency

A REALTOR® shall fully disclose in writing to, and is advised to seek written acknowledgement from, his or her Clients and those Customers who are not represented by other Registrants regarding the role and nature of the service the REALTOR® will be providing. This disclosure shall be made at the earliest possible opportunity and in any event prior to the REALTOR® providing professional services which go beyond providing information as a result of incidental contact by a consumer.

Article 3: Primary Duty to Client

A REALTOR® shall protect and promote the interests of his or her Client. This primary obligation does not relieve the REALTOR® of the responsibility of dealing fairly with all parties to the transaction.

Interpretations

- 3.1 A REALTOR® shall fully disclose to his or her Client at the earliest opportunity any information that relates to the transaction.
- 3.2 A REALTOR® shall not intentionally mislead anyone as to any matters pertaining to a property.
- 3.3 A REALTOR® shall not, during or following the relationship with his/her Client, reveal Confidential Information of the Client.
- 3.4 A REALTOR® shall not use any information of the Client to the Client's disadvantage.
- 3.5 In a competing offer situation, a listing REALTOR® acting as a dual agent shall not use the information contained in another offer to put either client at a competitive advantage.
- 3.6 A REALTOR® shall, at all times, be able to render a proper accounting to the REALTOR®'s Client with respect to monies and other property of the Client which have been entrusted to the care of the REALTOR®.
- 3.7 A REALTOR® shall provide competent assistance when dealing with lawyers, mortgage lenders and other third parties needed to ensure the successful completion of any contract entered into between a Seller and a Buyer.
- 3.8 An individual REALTOR® representing more than one Buyer on the same property shall disclose this fact to each Buyer and shall not use the information contained in another offer to put either client at a competitive advantage.

STANDARDS OF BUSINESS PRACTICE

Article 4: Discovery of Facts

A REALTOR® has an obligation to discover facts pertaining to a property which a prudent REALTOR® would discover in order to avoid error or misrepresentation.

Interpretations

- 4.1 This Article applies equally to REALTORS® working with Buyers or Sellers.
- 4.2 This Article is not intended to increase the disclosure obligations of REALTORS® beyond those required by common or civil law or any other statutory or regulatory requirements.
- 4.3 The REALTOR® shall not be party to any agreement in any way to conceal any facts pertaining to a property.
- 4.4 Interpretations 1.1 and 3.2 also apply to Article 4.

Article 5: Written Service Agreements

A REALTOR® shall ensure that all Service Agreements with consumers with the exception of Service Agreements with Buyers are in writing in clear and understandable language, expressing the specific terms, conditions, obligations and commitments of the parties to the agreement.

Interpretations

- 5.1 Written agreements should be signed at the earliest possible opportunity and in any event prior to any offer to Purchase being presented or submitted.
- 5.2 Before entering into a Dual Agency, a REALTOR® shall have the parties' consent in writing to this form of representation by executing a Dual Agency agreement clearly setting out the duties owed by the REALTOR® to each Client.
- 5.3 Contracts entered into electronically shall be considered to be in "in writing" for the purpose of this Article, provided such contracts comply with the requirements of applicable legislation.
- 5.4 A REALTOR® shall, prior to signing, provide the necessary explanations to enable a Client to understand the terms and conditions of a contract.
- 5.5 A REALTOR® shall ensure that documents pertaining to the Listing of real estate or to a Buyer agency relationship are kept current through the use of written extensions or amendments.
- 5.6 A REALTOR®, on entering into a Listing or other service contract with a Seller, shall discuss and disclose to the Seller the amount of Compensation offered to co-operating brokers.
- 5.7 REALTORS® should make reasonable efforts to ensure that Service Agreements with Buyers are signed, and are required to do so in those jurisdictions that mandate written agreements.

STANDARDS OF BUSINESS PRACTICE

Article 6: Written Transaction Agreements

REALTORS® shall ensure that agreements regarding real estate transactions are in writing in clear and understandable language, expressing the specific terms, conditions, obligations and commitments of the parties to the agreement. A copy of each final agreement shall be furnished to each party upon their signing or initialing, and shall be dealt with in accordance with the instructions of the parties involved.

Interpretations

6.1 Where the distribution of contracts is regulated by the By-Laws and/or Rules and Regulations of the Board or by provincial regulations, such distribution shall be in accordance with the requirements of those By-Laws and/or Rules and Regulations.

6.2 REALTORS® shall ensure that documents pertaining to the Purchase or Sale of real estate are kept current through the use of written extensions or amendments.

6.3 Interpretations 1.4 and 5.3 apply to Article 6.

Article 7: Expenses Related to the Transaction

A REALTOR® shall, prior to the signing of any agreement, fully inform the signing party regarding the type of expenses directly related to the real estate transaction for which that party may normally be liable.

Interpretations

7.1 In explaining fees for services, the REALTOR® shall not state or suggest that the type or level of fees is based on direction from a real estate Board, Association, Institute, Society or Council to which the REALTOR® belongs.

7.2 A REALTOR® shall be fully conversant with the routine type of expenses that a Seller and/or Buyer may incur.

Article 8: Disclosure of Benefits to Clients

REALTORS® shall:

(a) obtain the consent of their Clients prior to:

- (i) accepting Compensation from more than one party to a transaction, or
- (ii) accepting any rebate or profit on expenditures made for a Client.

(b) disclose to their Clients any financial or other benefit the REALTOR® or his/her firm may receive as a result of recommending real estate products or services to that party.

Interpretation

8.1 Without limiting the generality of Article 8, reference to real estate products or services includes lending institutions, title insurance companies, lawyers, appraisers and moving companies, and other real estate brokerage firms from which the REALTOR® may receive a referral fee.

STANDARDS OF BUSINESS PRACTICE

Article 9: Disclosure of Benefits to Customers

REALTORS® shall disclose to Customers:

- a) any financial or other benefit the REALTOR® or his/her firm may receive as a result of recommending real estate products or services to that party.
- b) any rebate or profit accepted by the REALTOR® or his/her firm for expenditures made for that party.

Interpretations

9.1 The REALTOR® should not recommend or suggest to a party the use of services or products of any other organization or business in which the REALTOR® has a direct or indirect interest without disclosing such interest in writing at the time of the recommendation or suggestion.

9.2 Interpretation 8.1 also applies to Article 9.

Article 10: Outside Professional Advice

The REALTOR® shall encourage parties to a transaction to seek the advice of outside professionals where such advice is beyond the expertise of the REALTOR®.

Interpretation

10.1 Outside professional advice would include, without limitation, lawyers, appraisers, home inspectors, surveyors, accountants, insurance agents or brokers, mortgage consultants, land use planners and environmental consultants.

Article 11: Personal Interest in Property

A REALTOR® shall not present an offer or acquire an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the Seller in writing. In selling property owned by the REALTOR®, or in which the REALTOR® has an interest, the interest shall be revealed to the Buyer in writing.

Interpretations

11.1 Where disclosure regarding the Purchase or Sale is also required pursuant to provincial regulation, such additional disclosure shall be made in accordance with that regulation.

11.2 The REALTOR®, when acting as a principal in a real estate transaction, remains obligated by the duties imposed by the Code of Ethics and Standards of Business Practice.

11.3 Disclosure pursuant to Article 11 shall be made at the earliest possible opportunity, and in any event prior to the presentation of an offer to Purchase.

11.4 When in doubt, disclose.

STANDARDS OF BUSINESS PRACTICE

Article 12: Skilled and Conscientious Service

A REALTOR® shall render a skilled and conscientious service, in conformity with standards of competence which are reasonably expected in the specific real estate disciplines in which the REALTOR® engages. When a REALTOR® is unable to render such service, either alone or with the aid of other professionals, the REALTOR® shall not accept the assignment or otherwise provide assistance in connection with the transaction.

Interpretations

- 12.1 Where a REALTOR® lacks sufficient expertise, he or she may only provide the service with the assistance of another professional who is properly qualified.
- 12.2A REALTOR® shall not provide an Opinion Of Value if it is outside the REALTOR®'s field of expertise to do so unless this fact is disclosed in writing to the Client or assistance is obtained from another Person who has experience in this area.
- 12.3A REALTOR® shall not perform an Appraisal or Opinion Of Value on a property in which the REALTOR® has a present or contemplated interest without first disclosing this fact to the Client.
- 12.4 Fees charged for Appraisals or Opinions of Value shall not be based on the amount of value reported.
- 12.5 A REALTOR® shall not perform an Appraisal unless he or she has the appropriate training.

Article 13: Advertising - Content/Accuracy

All Advertising and promotion of properties shall accurately reflect property and other details and prominently display the name of the brokerage and any additional information required by provincial regulation.

Interpretations

- 13.1 The Internet website of a REALTOR® is an Advertising vehicle. In the event of a multiple page website, every page is an Advertising vehicle. All properties displayed and all representations made on a website must comply with the Code of Ethics and Standards of Business Practices as well as applicable provincial, federal and any other requirements regarding Advertising.
- 13.2 The advertised or offered price shall not be other than that which was agreed upon in writing with the Seller.

Article 14: Advertising Listings of Other REALTORS®

REALTORS® may only advertise a property if such Advertising has not been restricted at the request of the Seller and is in accordance with provincial and federal regulations.

Interpretations

- 14.1 Unless otherwise agreed upon in writing, all property Advertising must include the name of the Listing brokerage.
- 14.2 Listing brokerages may permit the Advertising of their properties by other brokerages when authorized in writing by the Seller to do so.
- 14.3 Virtual Office Websites (VOWs), Internet Data Exchange Websites (IDXs) and any other similar sites or technologies which display properties of other REALTORS® shall be subject to all applicable laws, and be operated in accordance with the rules established by the appropriate real estate board(s) for such sites.
- 14.4 Interpretation 13.1 also applies to Article 14.

STANDARDS OF BUSINESS PRACTICE

Article 15: Advertising Claims

Claims or offerings in Advertising must be accurate, clear and understandable.

Interpretations

- 15.1 Advertising of Compensation shall include the details of services provided and whether any additional charges may apply. If the advertised Compensation does not include Listing on MLS®, or other information that would likely affect a consumer's decision to retain the REALTOR®/brokerage, a statement to that effect must be included.
- 15.2 Representations of performance (e.g. "#1," "top-selling," etc.) must include the geographical area referred to, the relevant time-frame (e.g. January-June 2004) and the source or basis on which the claim is based (e.g. based on the number of sales on the MLS® system of the relevant Board for the specified time period).
- 15.3 Advertising of programs, initiatives or guarantees (e.g. "Buy a house with 0% down," "If I don't sell your house, I will buy it from you," "Enroll in my preferred Seller program," etc.) must clearly set out or direct consumers to all details of how the program works, including, but not limited to, exceptions, time frames and any other information that could affect a consumer's decision to retain the REALTOR®/brokerage.
- 15.4 Conditions, restrictions, limitations and any additional charges shall be fully and prominently displayed in the body of the advertisement near the claim or offering or be readily available on direction.
- 15.5 Interpretation 13.1 applies to Article 15.

Article 16: Discrimination

The REALTOR® shall not deny professional services to or be a party to any plan to discriminate against any Person for reasons of race, national or ethnic origin, religion, colour, sex, family status, age, or sexual orientation, marital status or disability.

Interpretation

- 16.1 REALTORS® should be familiar with the applicable human rights legislation.

Article 17: Compliance with Board/Association Bylaws

The REALTOR® shall abide by the By-Laws, Rules, Regulations and policies established by the REALTOR®'s Real Estate Board, Provincial/Territorial Association, and The Canadian Real Estate Association (CREA).

Article 18: Compliance with Statutory Requirements

The business of a REALTOR® shall be conducted in strict accordance with all statutory and regulatory requirements.

Interpretations

- 18.1 A board may only charge a REALTOR® under this Article once he or she has been found to have violated a statute or regulation by the body duly authorized to make such a determination.
- 18.2 A certificate of conviction or other proof of non-compliance issued by a duly authorized body may be relied on by a board as evidence of non-compliance with this Article.
- 18.3 Nothing in this Article prevents a board from initiating discipline proceedings where the conduct which is the subject of charges under other statutes or regulations may also constitute a violation of the Code of Ethics and Standards of Business Practice.

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Article 19: Discrediting another Registrant

The REALTOR® shall never publicly discredit any other Registrant. If the REALTOR®'s opinion is sought, it should be rendered with strict professional integrity and courtesy.

Interpretations

- 19.1 The REALTOR® should not comment in a derogatory manner as to the capacity, integrity, and competence of any other Registrant.
- 19.2 Where any REALTOR® is asked to comment on a specific transaction or the business practices of another Registrant, such comments should be given with strict professional integrity, objectivity and courtesy.
- 19.3 This Article does not apply to truthful Advertising by REALTORS®. Any Advertising by a REALTOR® which contains seemingly derogatory statements about other Registrants or competitors, their businesses or their business practices may form the basis of an ethics charge only if such statements are false or misleading within the meaning of the Competition Act, or are otherwise prohibited by law.

Article 20: Respecting Contractual Relationships

The agency or other contractual relationship of a Registrant shall be respected by all REALTORS®. Negotiations regarding an offer or the acceptance of an offer with any party who is exclusively represented shall be carried on with the Registrant representing the party except with the consent of the Registrant.

Interpretations

- 20.1 A REALTOR®, when negotiating on behalf of a Buyer, shall not use the terms of an offer to Purchase to modify the Listing broker's offer of Compensation to co-operating brokers, nor make the submission of an offer to Purchase contingent on the Listing broker's agreement to modify the offer of Compensation.
- 20.2 A REALTOR® should not in any manner, by specific direction or suggestion, advise a party to a contract that the party should attempt to breach the contract.
- 20.3 Prior to the expiry of an existing listing/buyer agency agreement, a REALTOR® may enter into a Listing agreement with a seller for the same property or a buyer agency agreement with the same buyer provided the following conditions are met:
- (a) Any communication with the seller/buyer:
 - (i) may be initiated by the seller/buyer; or
 - (ii) if initiated by the REALTOR® must comply with Board Bylaws/Rules concerning solicitation and any applicable provincial or federal legislation or regulation; and
 - (b) any new Listing agreement for the property or buyer agency agreement with the buyer shall not commence until the expiry of the current Listing/buyer agency agreement.

STANDARDS OF BUSINESS PRACTICE

Article 21: Principal (Broker) Responsibility

The principal of a brokerage is required to supervise and control the activities of the REALTOR® and other personnel for whom he/she is responsible.

Interpretations

21.1 "Principal" means the individual designated as the representative of the firm, either for the purposes of the provincial real estate licensing legislation or with regard to the relationship between the brokerage and the local real estate Board/Association.

21.2 In determining the adequacy of supervision, all relevant factors may be considered, including, but not limited to:

- (a) whether the brokerage had established written policies and procedures which were provided to all REALTORS® and other personnel;
- (b) whether office activities were regularly reviewed and updated to ensure that the policies and procedures were current and were being properly implemented;
- (c) whether the principal had undertaken all reasonable steps to ensure compliance by all REALTORS® and other personnel;
- (d) whether each transaction was reviewed by the principal, including trust deposits, sales record sheets, Listing and sales contracts and
- (e) whether the principal took remedial action when a violation by a REALTOR® or other personnel was discovered.
- (f) whether the brokerage regularly informed or updated the firm REALTORS® and other personnel on changes in legislation, rules and regulations or other relevant issues.

Article 22: Cooperation with Board/Association

Should a REALTOR® be asked to co-operate in any way in connection with a disciplinary investigation or proceeding, the REALTOR® shall place all pertinent facts before the proper Committee of the real estate Board or Association to which the REALTOR® belongs.

Interpretations

22.1 A REALTOR® who is being investigated for alleged unethical conduct should provide the appropriate Committee, upon request, with all materials and information in the REALTOR®'s possession in connection with the matter being investigated.

22.2 Where a REALTOR® is asked to assist the appropriate Committee in connection with a disciplinary investigation or proceeding involving another REALTOR®, the REALTOR® should provide all relevant materials and information in that REALTOR®'s possession, and be prepared to testify at any hearing of the matter. Such assistance should not be deemed a "controversy" within the meaning and intent of Article 25.

22.3 Where a REALTOR® has reasonable and probable grounds to believe:

- (a) that another REALTOR® has apparently breached the Code of Ethics and Standards of Business Practice, and
- (b) that a person will likely suffer serious damage as a consequence of the apparent breach, the REALTOR® should immediately report the apparent breach to the appropriate Board in writing with the reporting REALTOR®'s name, address and telephone number. The report should be made bona fide without malice or ulterior motive.

STANDARDS OF BUSINESS PRACTICE

Article 23: Arbitration

In the event of a dispute between REALTORS® associated with different brokerages of the same local Board/Association regarding the Compensation earned or to be earned in connection with a real estate transaction, the dispute shall be submitted for arbitration in accordance with the By-Laws, Rules and Regulations of their local Board/Association.

Interpretations

- 23.1 A dispute between REALTORS® which is properly submitted for arbitration pursuant to this Article should not be deemed a "controversy" within the meaning and intent of Article 25.
- 23.2 Where a REALTOR® fails to submit a dispute to arbitration in accordance with the applicable By-Laws and Rules and Regulations, this Article may be pleaded as a defence in any other action or proceeding.
- 23.3 This Article does not require REALTORS® to arbitrate when all parties to the dispute advise their Board/Association in writing that they choose not to arbitrate before the Board/Association.

Article 24: Inter-Board and Inter-provincial Arbitration

In the event of a dispute between REALTORS® associated with different brokerages and belonging to different local Boards/Associations, regarding the Compensation earned or to be earned in connection with a real estate transaction, the dispute shall be submitted to arbitration in accordance with the By-Laws and Rules and Regulations of the appropriate Provincial/Territorial Association. Should the REALTORS® belong to different Provincial/Territorial Associations, the dispute shall be arbitrated in accordance with the By-Laws and Rules and Regulations of The Canadian Real Estate Association.

Interpretations

- 24.1 Interpretations 23.1, 23.2 and 23.3 also apply to Article 24.

ARTICLE 25: Avoid Controversies

The business of a REALTOR® shall be conducted so as to avoid controversies with other REALTORS®.

Interpretations

- 25.1 Any REALTOR® who is aware of or involved in a controversy with another REALTOR®, resulting from the alleged misconduct or impropriety of that other REALTOR®, should place such matters before the appropriate Committee for resolution in order that the matter may be resolved in accordance with the Rules and Regulations of the Board, Association, Society or Council to which the REALTOR® belongs.
- 25.2 "Controversies," as used in this Article, does not include aggressive or innovative business practices, which are otherwise ethical and disputes over Compensation or the division of commissions/fees.
- 25.3 A REALTOR® should not disrupt or obstruct a disciplinary investigation or proceeding relating to the alleged misconduct of another REALTOR®.
- 25.4 A REALTOR® should not make any unauthorized disclosure or dissemination of allegations, findings or a decision in connection with a disciplinary investigation, hearing or appeal.
- 25.5 A REALTOR® should not intentionally impede a disciplinary investigation or proceeding by filing multiple complaints based on the same event or transaction.

STANDARDS OF BUSINESS PRACTICE

Article 26: CREA Trademarks

A REALTOR® shall only use the trademarks of The Canadian Real Estate Association in accordance with CREA's rules, regulations and policies.

Interpretations

26.1 A REALTOR® shall not challenge the validity of CREA's Trademarks.

26.2.A REALTOR® shall not use any of CREA's Trademarks in domain names, e-mail addresses or meta-tags unless specifically authorized to do so by CREA policies.

26.3 CREA's Trademarks are not to be used as hypertext links in Internet websites.

26.4 A REALTOR® shall not use, display, or attempt to register as trademarks any word, phrase, term, initials or design marks that incorporate, or are confusingly similar to, any trademark of CREA.

26.5 A REALTOR® shall not incorporate into corporate or trade names any trademark of CREA or any confusingly similar mark.

Article 27: Intellectual Property Rights of Boards/Associations

REALTORS® shall respect the intellectual property and other ownership rights of other REALTORS®, Boards, Provincial/Territorial Associations and CREA.

Interpretations

27.1 REALTORS® shall only access and use the websites and other databases of boards, associations, CREA and other REALTORS® in accordance with the policies for use established by the owner of the site.

27.2 REALTORS® should not infringe the copyright or other ownership interest of another REALTOR® in his/her Listing.

27.3 A REALTOR® shall not use the trade names or trademarks or confusingly similar trade names or trademarks of any firm, franchise, or other organization other than those with which the REALTOR® is affiliated or otherwise authorized in writing to use. This restriction includes but is not limited to, unauthorized Internet uses such as domain names, e-mail addresses and metatags.

STANDARDS OF BUSINESS PRACTICE

DEFINITIONS

The definitions below are illustrative only and are intended simply to assist the reader's understanding of the Code of Ethics and Standards of Business Practice. Throughout this document, words that are defined have been capitalized.

ADVERTISING means any marketing activity to promote the brokerage, the REALTOR® or a transaction and includes any verbal, written or graphic representation in any form, including electronic media.

APPRAISAL means an opinion of the value of specified interests in, or aspects of, identified real estate based on an analysis of relevant data and performed by persons who have the required training in the preparation of appraisals.

BOARD means a member local real estate Board/Association or provincial/territorial association and includes, where appropriate, a compliance body.

BUYER means a Person acquiring or attempting to acquire an interest in real estate through a Purchase.

CLIENT means a Buyer or a Seller whom a REALTOR® is representing as agent.

COMPENSATION means the payment to a REALTOR® for services related to a Purchase or Sale and includes commissions, fees and any other form of remuneration or reward for services rendered by a REALTOR®.

CONFIDENTIAL INFORMATION means any personal or business information relating to the individual that ought to be considered confidential by its nature.

CUSTOMER means a Buyer or Seller who is not a Client.

CREA'S TRADEMARKS include, but are not limited to, the words REALTOR® and REALTOR Link®, the REALTOR® and REALTOR Link® logos, Multiple Listing Service®, MLS® and the related MLS® logos.

DUAL AGENCY means a relationship in which a brokerage or a REALTOR® represents, as agent, more than one party in the same Transaction.

IDX ("Internet Data Exchange"), refers to a reciprocal system whereby consenting brokerages agree to advertise on their Internet websites, each other's active listings, either from the MLS® database of the board or from *m/s.ca*, subject to subject to the rules of the applicable real estate board and the REALTOR®'s oversight, supervision and accountability.

IMMEDIATE FAMILY means a spouse, son, daughter, parent, brother or sister and includes persons who are in such categories because of marriage, common-law relationships or adoption.

LISTING means an agreement between a brokerage and a Client granting the brokerage the authority to offer for sale the Client's real property with defined terms and conditions. A listing on MLS® must involve agency and an offer of compensation to the selling office.

OPINION OF VALUE means an estimate of the value of specified interests in, or aspects of, identified real estate which may be based wholly or partly on comparative market analyses. An Opinion of Value may contain more or less analysis of relevant data than an appraisal and may be performed by a REALTOR®.

PERSON includes, where applicable, an individual, a partnership, a corporation and any other entity legally capable of buying and selling real estate.

STANDARDS OF BUSINESS PRACTICE

PURCHASE includes an actual or proposed exchange, option, lease or other acquisition of an interest in real estate.

REALTOR® is a registered trademark of REALTOR® Canada Inc., a company owned equally by the Canadian Real Estate Association and the National Association of REALTORS® and refers to licensed real estate practitioners who are members of The Canadian Real Estate Association.

REGISTRANT means a person licensed by a jurisdiction to trade in real estate.

SALE includes an actual or proposed exchange, option, lease or other disposition of an interest in real estate.

SELLER means a Person disposing of or attempting to dispose of an interest in real estate by Sale.

SERVICE AGREEMENT means an agreement that establishes a relationship between a brokerage and a Person which identifies the responsibilities of each party and includes the services to be performed by the brokerage and any compensation payable.

VOW ("Virtual Office Website") refers to a brokerage or REALTOR® Internet website, or a feature of a such Internet website, through which the REALTOR® provides real estate brokerage services to consumers with whom the REALTOR® has first established a broker-consumer relationship, where the consumer has the opportunity to search for MLS® data, either from the MLS® database of the board or from *mls.ca*, subject to the rules of the applicable real estate board and the REALTOR®'s oversight, supervision and accountability.

EDUCATION PROTOCOL

THE EDUCATION PROTOCOL

Knowledge of the Code, its application and its rationale are essential for the membership to appreciate its function and role in organized real estate. We have defined a REALTOR® as a professional who must meet educational and ethical standards. Professionalism for a REALTOR® means service, ethics and competence. At present, there is no national requirement for initial or continuing education on the REALTOR® Code of Ethics. If we expect REALTORS® to abide by the REALTOR® Code, we have an obligation to ensure they are educated on that Code.

This will be achieved by:

- Training members on the REALTOR® Code of Ethics;
- Training Professional Standards Committee members on investigation and hearing procedures;
- Training the trainers who will facilitate classroom instruction on the REALTOR® Code of Ethics.

REQUIREMENTS FOR MEMBERS NOT SUBJECT TO A REGULATOR'S CODE

- Every new member must take a course dealing with the REALTOR® Code of Ethics. The Boards/Associations have the option of offering these courses as part of their orientation or introductory courses, or online through REALTOR Link®." All new members must complete the REALTOR® Code of Ethics course within one year of joining the Board.
- Every current member must take a course on the REALTOR® Code of Ethics every 4 years.
- Efforts should be made to encourage provincial regulators to approve these courses for continuing education credits, where applicable.
- By utilizing REALTOR Link®, CREA can assist Boards to monitor membership to ensure the courses are taken as required. Boards should amend bylaws/rules and policies as necessary to mandate the course requirement.

REQUIREMENTS FOR MEMBERS SUBJECT TO A REGULATOR'S CODE

- In jurisdictions that have a regulator's code of ethics as part of their Curriculum, the Provincial/Territorial Associations will commit to communicate at least electronically with each member, at least every two years on those areas of the REALTOR® Code that are not covered by the regulator's mandatory course.

CREA's Role in Education

CREA will act as a resource in preparing and providing course materials and train the trainer programs at CREA's cost. Delivery will be at the Board or Provincial Association level, at the option of those bodies.

CREA will also develop and deliver a training module on REALTOR Link®. REALTORS® who wish to use this facility will be able to access the module and meet the education requirement online.

Education Protocol Costs

The goal is for education programs delivered by Boards and Associations to be self-funding.

COMMUNICATIONS PROTOCOL

THE COMMUNICATIONS PROTOCOL

An effective Code is one well known not only within the industry, but also with consumers. Two of the reasons for fortifying the Code are to enhance both the REALTOR® trademark and the public image of REALTORS®. Without an aggressive communications program targeting REALTORS®, the public, and Boards/Associations, those objects cannot be met. Code awareness has therefore been identified as a major challenge.

REQUIREMENTS FOR MEMBERS NOT SUBJECT TO A REGULATOR'S CODE

Communications initiatives to be developed for 3 target audiences -REALTORS®, Boards/Associations and the public as follows:

- Communication initiatives directed to Boards/Associations - e.g. ethics awards, posting the Code on board websites, include Code in membership orientation and documentation etc.
- Communication initiatives directed to REALTORS® - e.g. Ethics Awareness Week programs, promotional items such as frameable prints, bookmarks, pocket code of ethics etc.
- Communication initiatives directed to the public: e.g.
 - I. Ethics Awareness Week advertising directed to public readership.
 - II. National Advertising Campaign - Upon the expiration of the current advertising campaign a new Advertising Campaign be launched to include ethics, REALTOR® image and the REALTOR® trademark. The focus of the National Advertising Campaign would not be on the REALTOR® Code specifically but rather the benefits to the public of REALTORS® adhering to a high standard of business practice and how the Code defines the standard of service established by the REALTOR® trademark. The message must be carefully presented to ensure a positive and powerful image of REALTORS®.

CREA's Role in Communications

CREA will develop content and coordinate initiatives directed to all 3 target audiences. Promotional pieces, dispatches, information items, articles, and print advertising copy will be distributed by CREA and will all be available to Boards/Associations, who will be encouraged to partner with CREA in local advertising.

Communication Protocol Costs

The costs of communications initiatives which fall under CREA's areas of responsibility will be subject to the usual budget approval process by the CREA Board of Directors.

As an ongoing strategy, Boards would be encouraged to partner with CREA in the promotion of ethics.

- Communication initiatives directed to Boards/Associations - most are expected to be internally driven and cost-neutral - e.g. dispatches, posting on web sites etc. Some initiatives, such as Ethics Awards, are low cost items.
- Communication initiatives directed to membership - sufficient allowance should be made to allow the creation of various ethics items for distribution at no cost to membership in first year of implementation of ethics model.
- Communication initiatives directed to the public - Ethics Awareness Week might involve print or other advertising. Boards would be encouraged to advertise in their area at their expense.

REQUIREMENTS FOR MEMBERS SUBJECT TO A REGULATORS CODE

In jurisdictions that have a regulator's code of ethics, the Provincial/Territorial Associations will commit to communicate with members to enhance the industry trademarks and the public image of REALTORS® on those areas of the REALTOR® Code that are not covered by the regulator's mandatory code.

COMPLIANCE PROTOCOL

THE COMPLIANCE PROTOCOL

PREAMBLE

A Code of Ethics is meaningless without an ability to impose sanctions in the event of non-compliance. At the same time, boards must have the resources necessary to efficiently administer a Code.

The goal of this Compliance Protocol is to develop a seamless compliance program which recognizes the importance of effective enforcement of the REALTOR® Code while at the same time respecting the differing ethics enforcement models in place in various jurisdictions across the country.

As part of the "Three Way Agreement", all Boards and provincial and territorial Associations and CREA have agreed to abide by the REALTOR® Code of Ethics and Standards of Business Practice. By virtue of the policy entitled "Minimum Standards to Establish and Maintain Membership of a Board in The Canadian Real Estate Association" all boards must adopt as a minimum standard, the REALTOR® Code and must either maintain a mechanism to effectively deal with and adjudicate complaints under the REALTOR® Code or appropriately delegate such enforcement to another Board or Provincial/Territorial Association.

THE ELEMENTS OF THE COMPLIANCE PROTOCOL

Bilateral Agreements

CREA shall enter into bilateral agreements with each Provincial Association which incorporate the following principles:

- A. Responsibility for compliance and enforcement**
- B. Process for handling complaints**
- C. Equivalency and overlap of Provincial Regulatory Requirements and the REALTOR® Code**
- D. The creation of Tables of Concordance; and**
- E. CREA's role in compliance**

A. Responsibility for Compliance and Enforcement

The compliance structure has various options. The Compliance Body may be constituted in any of the following ways unless prohibited by law:

1. The Board is responsible for compliance;
2. Alternatively, Boards and Provincial Associations may, by mutual agreement, put in place regional or provincial mechanisms to act as Compliance Bodies.

B. Process For Handling Complaints

1. Complaints must be in writing and cannot be filed anonymously;
2. Complaints can come from any source including the public and REALTORS® and can be initiated by the Compliance Body itself. No rule, bylaw or contractual commitment may prevent a Compliance Body from proceeding with a complaint simply because of its source;
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.

COMPLIANCE PROTOCOL

C. Equivalency and Overlap of Provincial Regulatory Requirements and the REALTOR® Code

For the purposes of this Protocol "Provincial Regulatory Requirements" means all regulatory bylaws, legislation, regulations, policies, and codes of ethics which are enforced by the real estate regulators in each province.

In processing a complaint, the Compliance Body will use the following criteria:

1. If the subject matter of the complaint falls under the REALTOR® Code and is not found in the Provincial Regulatory Requirements, then the Compliance Body shall process the complaint under the REALTOR® Code. This paragraph does not apply if compliance by the REALTOR® to the particular Article of the REALTOR® Code would put the REALTOR® in violation of provincial statute or regulation.
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.
3. If the subject matter of the complaint falls under both the REALTOR® Code and the Provincial Regulatory Requirements, the matter will be dealt with in accordance with the tables of concordance and equivalencies attached to the Bilateral Agreement.
4. If one aspect of the complaint falls under the Provincial Regulatory Requirements and another aspect falls under the REALTOR® Code, the Compliance Body may refer the complaint or the complainant to the regulatory body responsible for enforcement of the Provincial Regulatory Requirements and shall deal with the other aspect of the complaint under the REALTOR® Code.
5. If the complaint has been sent to the Regulator, the Compliance Body is encouraged to consider the final decision of the Regulator and, if the offence is of a serious nature, the Compliance Body is encouraged to consider whether the complaint should be brought back before the Compliance Body.
6. Boards/Associations are encouraged to retain the discretion to either proceed or not proceed with any given complaint.

D. Creation of Tables of Concordance

The Tables of Concordance in the Bilateral Agreements shall be developed on the basis of the following principles:

- Simplicity and clarity for ease of interpretation by members;
- Equivalency of principles and values, not technical variations; and
- Recognition of provincial/territorial differences.

E. CREA's Role in Compliance

CREA's role is to:

- Negotiate the bilateral agreements, and maintain and monitor the Tables of Concordance;
- Facilitate enhancement of the REALTOR® and MLS® trademarks by taking appropriate legal action to protect the marks when necessary; by assisting boards in trademark monitoring and by providing legal advice to boards on trademark infringements for discipline purposes;
- Develop training courses for Professional Standards Committee (PSC) members for those jurisdictions requesting assistance; and
- Provide legal advice on the REALTOR® Code.

We welcome comments and suggestions!

They can be sent by e-mail to info@crea.ca; by FAX to 613-234-2567 or by regular mail to The Canadian Real Estate Association , 344 Slater Street, Suite 1600, Ottawa ON K1R 7Y3.

CREA

The Canadian Real Estate Association

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