



MLS[®] Rules AND Regulations

for the Nova Scotia
Association of REALTORS[®]

Revised March 25, 2025

MLS® RULES & REGULATIONS FOR THE NOVA SCOTIA ASSOCIATION OF REALTORS®

MLS® System

The spirit of cooperation will prevail if the rights and privileges of each firm, and member, are respected and observed. In this cooperative effort, all parties must uphold the Rules and Regulations of the MLS® System.

Members are licensed to trade within the Province of Nova Scotia, therefore the Association will not accept listings for properties located outside of Nova Scotia.

Membership in the MLS® System shall be an obligation of all Broker Members and Salesperson Members of the NSAR.

MULTIPLE LISTING POLICY OF CREA

While CREA realizes it does not have direct authority over the policies and practices of Member Boards, it fully accepts its responsibility to provide a clear set of guidelines about which there can be no confusion:

Accordingly, the following Rules and Regulations of the MLS® System of the Nova Scotia Association of REALTORS® were drafted on the basis of CREA's guidelines. The use of the word "shall" in these guidelines is intended to denote those areas where CREA is convinced there is no room for deviation. The word "should" is intended to imply a strong recommendation for compliance.

The Nova Scotia Association of REALTORS® and its members have the rights to use the MLS® trademarks subject to the conditions contained in the Licensing Agreement we hold with CREA. Non-adherence to these rules could jeopardize our Association/Board membership status in CREA.


A Real Estate Association or Board should not enact or enforce any rule which restricts, limits or interferes with the actions of its Members in their relations with each other or in their agent principal relationship or in the conduct of their business.

The policy of the Canadian Real Estate Association, with respect to the operation of a MLS® System, shall be devised to prevent Real Estate Boards and Associations from inadvertently establishing rules and regulations or practices which could be interpreted to be anti-competitive from the point of view of the Combines Investigation Act, the Business Practices Act, and the Real Estate Trading Act.

All efforts have been made by the NSAR to ensure that none of the MLS® Rules and Regulations in this document violate any of the principles in the Three Pillars and the Interpretations; if it is determined by the NSAR, in consultation with CREA, that any of the MLS® Rules and Regulations (in this document) violate any of the principles in the Three Pillars, the Interpretations, or the *Competition Act*, they will be amended or deleted as may be required.

1. DEFINITIONS

IN THESE RULES AND REGULATIONS, unless the context otherwise requires:

- 1.01 **“Act”** means the Nova Scotia Real Estate Trading Act and any policies and By-laws established through the Nova Scotia Real Estate Commission empowered by that Act and successor legislation.
- 2.01 **“Advertising”** means any marketing activity produced with the intention of promoting the brokerage, The REALTOR® or a transaction and includes any verbal, written or graphic representation in any form, including electronic media.
- 3.01 **“Association”** means the Nova Scotia Association of REALTORS®.
- 4.01 **“Buyer”** means a person acquiring or attempting to acquire an interest in real estate by purchase.
- 5.01 **“Buyer’s Brokerage”** means a Member or its representative(s) effecting the sale of a real property and other than the Seller’s Brokerage or its representative.
- 6.01 **“Directors”** means the Board of Directors of the NSAR.
- 7.01 **“Electronic Key”** is the Supra XpressKEY or eKEY for use with electronic lockboxes.
- 8.01 **“Internet Data Exchange”** or **“IDX”**, refers to a reciprocal system whereby consenting brokerages agree to advertise on their Internet websites, each other’s active listings, subject to the rules of use and the REALTOR®’s oversight, supervision and accountability.
- 9.01 **“Member”** means Firm Member, Broker Member or Salesperson Member of the NSAR, all as defined in the Bylaw of each organization.
- 10.01 **“Mere Posting”** means a listing on the NSAR MLS® System in respect of which the Member has chosen or agreed not to provide services to the Seller other than submitting the listing for posting on the NSAR MLS® System.
- 11.01 **“MLS® Data ”** means any text, image or information gathered, compiled, stored, dissembled or published to the Members as part of the Association's/Board’s MLS® System, whether in computerized, electronic, printed or any other form including, but not limited to bound book, loose-leaf, binder, computer database, card file, or any other format.
- 12.01 **“MLS® System”** means 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 REALTORS® and ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to effect the purchase and sale of real estate.
- 13.01 **“MLS® Logo”** – 
- 14.01 **“MLS® Trademark”** – MLS®

- 15.01 **“NSAR”** means Nova Scotia Association of REALTORS®.
- 16.01 **“NSAR MLS System®”** means the MLS® System owned and operated by NSAR.
- 17.01 **“Salesperson”** is a Salesperson Member of the NSAR, and shall include any licensed Member acting in that capacity.
- 18.01 **“Show”** – Where the word “SHOW” in any of its forms appears in these Rules and Regulations, it means the introduction of a prospective Buyer to a real property, and where buildings exist, to examine a real property both INTERNALLY and EXTERNALLY OR where buildings do not exist, to view the grounds and surrounding area AND in either case, in company with the Member who is attempting to sell the real property OR by causing such examination of the real property by the prospective Buyer under arrangement made with the listing broker or listing salesperson so that it may be done in company with the Seller or Seller’s authorized representative.
- The following SHALL NOT constitute a “SHOWING” of the real property:
- (a) The placing of a sign.
 - (b) A prospective Buyer attending an OPEN HOUSE where a Member is not in attendance and does not make personal contact with the prospective buyer.
 - (c) The advertising by any means of the real property for sale.
- 19.01 **“Seller’s Brokerage”** means a Firm Member who lists a property for Trade through the NSAR MLS® System.
- 20.01 **“Sellers’ Rights Reserved ”** means a Listing where the Seller and the Seller’s Brokerage have agreed in the terms of a Listing Agreement that the Seller reserves the right to sell privately to a named or unnamed buyer during the currency of the Listing Agreement.
- 21.01 **“Seller”** means a person disposing or attempting to dispose of an interest in real estate by sale.
- 22.01 **Main Living Area (MLA)** - Total square footage of living area above grade only.
- 23.01 **"Trade" or "Transaction"** includes a disposition or acquisition of real estate by sale, purchase, agreement for sale, exchange, option, commercial lease or rental or otherwise and any offer or attempt to list real estate for the purpose of such a disposition or transaction, and any act, advertisement, conduct or negotiation, directly or indirectly, in furtherance of any disposition, acquisition, transaction, offer or attempt.
- 24.01 **Total Living Area (TLA)** – Total square footage of living area on all levels. This is the field that is sent to REALTOR.ca.
- 25.01 **VOW (“Virtual Office Website”)** refers to a brokerage or REALTOR® Internet website, or a feature of 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.

26.01 **Listing Status Definitions:**

Cancelled – this status represents an MLS® listing whereby the terms of the Seller Brokerage/Seller Designated Brokerage Agreement have been terminated by the Seller and Brokerage or the property is no longer an MLS® listing.

Conditional – this status represents an MLS® listings that has an accepted offer, however still has outstanding conditions that have not been satisfied. The sales price is not reported at this time.

Expired – this status represents an MLS® listing where the term of the Seller Brokerage/Designated Brokerage Agreement has lapsed.

Sold – this status represents an MLS® listing that has been reported as sold. An MLS® listing should have this status when all conditions of a transaction, unrelated to title, have been met.

Withdrawn – this status represents an MLS® listing where the services stipulated in the Seller Brokerage/Seller Designated Brokerage Agreement have been temporarily discontinued until further notice. All terms and conditions of the Agreement remain in effect until such time as the Agreement has expired.

2. MULTIPLE LISTING SERVICE®

- 2.01 MLS® Data is not to be distributed to unauthorized persons except when a Member is co-operating with a Non-Member on (a) specific transaction(s).
- 2.02 The NSAR is the owner of the copyright of its MLS® System. The MLS® System is a licensed product for the exclusive access and use of Members and other authorized users and any unauthorized access to or use of the MLS® Data is prohibited. The right to access and use of the MLS® Data is subject to the authority of the NSAR and is limited to what is specifically permitted by the Directors from time to time. Use of the MLS® System or MLS® Data means use of any description including reproduction, downloading or extraction.
- 2.03 Members shall comply with, observe, and be bound by all restrictions, copyright notice of other limitations of access to the MLS® System and use thereof as may be adopted by the Directors from time to time.
- 2.04 The NSAR shall not be responsible for any direct or indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the MLS® System including but not limited to computer failure or interruption, or negligence.
- 2.05 MLS® Data is confidential and shall not be distributed to any unauthorized person or used in any unauthorized manner.

Authorized use includes extracting the data from specific MLS® listings for the preparation of presentations to principals and specific customers. It does not include the extraction of MLS® listing data for the purposes of creating a book or for the population of another MLS® or other listing database, nor does it include the right to alter or modify the information in any way whatsoever.

- 2.06 The right of any Member to develop a database of MLS® information or to use or reproduce the data is subject to the authority of the Association/Board and is limited to the purpose for which the data was originally made available to Members, except that a member may show other Member's listings on the Internet in accordance with the Internet Data Exchange Program.
- 2.07 The use of MLS® Data shall include the name of the Seller's Brokerage.
- 2.08 Any Advertising based in whole or in part on the MLS® statistics supplied by the Association/Board must clearly demonstrate the period of time over which the claims are based and must include the following, or a substantially similar notice: "Based in whole or in part on MLS® Data owned by the Nova Scotia Association of REALTORS®, covering the period _____(date) through _____(date)."
- 2.09 The construction of lists containing names and/or addresses derived or assembled from referencing data from the MLS® System for sale or distribution is prohibited.
- 2.10 The sale or distribution of MLS® Data in any format to any third parties without the written consent of the Association/Board is **strictly** prohibited.

3. LISTING ENTRY

- 3.01 Only property that is considered to be a trade in real estate, as defined by the Real Estate Trading Act, may be posted to the NSAR MLS® System.
- 3.02 Only REALTORS® may place a listing on NSAR MLS® System.
- (a) If operating as a Sales Team, the Sales Team name must also be identified as a listing member in the NSAR MLS® System.
- 3.03 A listing REALTOR®/brokerage must act as agent for the Seller to post, amend or remove a property listing in the NSAR MLS® System. The nature of any additional services to be provided by the listing REALTOR®/brokerage to the Seller is determined by agreement between the listing REALTOR®/brokerage and the Seller.
- 3.04 The listing REALTOR® agrees to pay to the co-operating (i.e. selling) REALTOR® compensation for the cooperative selling of the property. An offer of compensation of zero is not acceptable.
- 3.05 The listing REALTOR® shall be available to provide professional advice and counsel to the seller on all offers and counter offers unless otherwise directed by the seller in writing.
- 3.06 The listing REALTOR® 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.
- 3.07 It is the Seller's Brokerage's responsibility to verify the accuracy of its MLS® Listing and all documents and other matters that make up the MLS® Listing and to correct any inaccuracy and/or incompleteness. This applies regardless of any agreement between the Seller's Brokerage and the Seller that attempts to waive or shift the responsibility for the accuracy of the MLS® Listing or any information submitted for inclusion in the NSAR MLS® System to the Buyer or any other person.

- 3.08 A listing must be entered onto the NSAR MLS® System within **three (3) calendar days** of public marketing, unless an exemption applies.
- (a) Public Marketing includes any representation regarding the sale of a property, including but not limited to, flyers, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW) and onsite brokerage promotion, digital communications marketing (i.e., email blasts, newsletters, social media posts), multi-brokerage listing sharing networks, and applications available to the general public.
 - (b) The following listings are exempt from the requirements of 3.08 above:
 - i. Commercial property listings (i.e., business properties, agricultural properties);
 - ii. New construction listings in developments with multiple properties or units (i.e., residential development projects, condo development projects).
- 3.09 A MLS® listing must be entered onto the NSAR MLS® System not later than three (3) calendar days following the effective date of the Agreement to list the property on the MLS® System.
- 3.10 All listing prices must be reported in Canadian dollars.
- 3.11 Where a Seller selects to list their property on the NSAR MLS® System, it is subject to the Rules and Regulations of the Service upon signature by the Seller.
- 3.12 A new listing will not be allowed on the NSAR MLS® System unless it is active and available for showings. If there are showing restrictions from the Seller, these should be noted in the Instructions to Members section.
- 3.13 If an active listing cannot be shown for a defined period of more than seven (7) calendar days, it cannot be active on the NSAR MLS® System and must be withdrawn.
- 3.14 Members cannot be excluded from showing MLS® properties. This does not include Sellers excluding individuals who are non-members. This exclusion should be noted in the Instructions to Members section, i.e. contact Seller's Brokerage for exclusion.
- 3.15 Where the seller directs the listing REALTOR® in writing to do so, the seller's contact information may appear in the REALTOR® 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® 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® website to obtain additional information about the listing (but the nature of such additional information shall not be specified).
- 3.16 Where the seller has reserved the right to sell the property himself/herself, that fact shall be specified in the NSAR MLS® System. If a REALTOR® is working with a Builder and allows the Builder to terminate listings in order to sell them in-house, then this is considered Seller's Rights Reserved. This disclosure shall be made in the Instructions to Members section by including "Seller's Rights Reserved" or "SRR."

- 3.17 Where the listing is a Mere Posting, that fact shall be specified in the NSAR MLS® System. This disclosure shall be made in the Instructions to Members Section.
- 3.18 The Seller's Brokerage must secure a valid listing agreement for each MLS® listing together with the NSAR listing addendum (input form) for the type of property being listed.
- 3.19 Listings must be for a period of not less than 60 days and must be signed by the owner(s) or their legally authorized representatives.
- 3.20 The listing shall include a photo accurately depicting the property for sale (photos shall not be falsely manipulated so as to be misleading; nor shall they contain any promotional materials) or facsimile (except for vacant land).
- (a) Virtual staging is permitted for existing homes. Virtual staging is defined as using photo editing software to create a photo or conceptual rendering of what a room and/or property could look like, if it was staged or lived in. Renderings are required to have the word 'virtually staged' prominently displayed.
- (b) Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include, but are not limited to:
- Applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of an empty room
 - Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.
- (c) Modifying photo(s)/rendering(s) to include visual elements not within a property owner's control is prohibited. Modifications include, but are not limited to:
- editing in a view that is not physically possible from the specified location in the real world
 - removing power lines, water towers and or/nearby highways
- 3.21 The primary photo must relate only to the real property for sale or view from the subject property. Any additional photos not related to the physical property, i.e. community photos, must be clearly labelled as such using the photo caption option in the NSAR MLS® System and include the approximate distance from the subject property.
- 3.22 No comments or additional information will be permitted to be placed on the image (this is not related to photo captions).
- 3.23 Photos that contain information that is considered to be promotion of a Member will not be permitted. This includes for sale signs where the brokerage and listing member name are clearly legible.

- 3.24 Pictures submitted to the MLS® System shall become the property of the MLS® System relative to that listing and cannot be used by any other brokerage in a subsequent listing.
- 3.25 The NSAR MLS® System is a professional resource tool for advertising properties to NSAR members. It may not be used for marketing or promotion of a salesperson, listing office or third party services; it is intended to market the listed property only.

The Property Overview (Public Remarks) is to be used to describe the subject property for sale and its vicinity. You may include direction to visit the REALTOR® website to obtain additional information but the website address shall not be included or appear as a link.

The following sections apply to the Property Overview (Public Remarks) section:

- (a) Self-promotion of the Member, Brokerage, including, but not limited to, name, contact information, email address or fax numbers is not permitted.
 - (b) Electronic links including URL's (website address), QR Codes, Text messages is not permitted. Virtual Tour links should be limited to the field specified in the NSAR MLS® System and not included in the Public Remarks.
 - (c) You may only identify the name of the builder once in the Property Overview and may not add any promotional information about the builder. You may use specific product brand names only to the extent that they describe the property features.
 - (d) Seller incentives directed to buyers are generally acceptable. No incentives specifically related to an agent, or incentives not related to the sale of the physical property are allowed.
- 3.26 For a listing to be entered under a specific property type it must have the attributes of that property type.
- 3.27 For existing listings, additional entries under a different property type must use the original listing date and the applicable listing addendum (input form) completed. Please refer to MLS® Rule 4.05 for reporting sales of properties in more than one property class.
- 3.28 For the purposes of Residential listings, sizes for finished rooms shall be considered as mandatory fields in the NSAR MLS® System. This is applicable to New Construction as well. If a room size cannot be obtained, such as when the property is slated for demolition, or when it is in disrepair and deemed unsafe to enter certain areas of the home to obtain the room sizes, members are to note in the Instructions to Members that the room sizes were not entered for these or similar reasons.
- 3.29 A property must be entered on the NSAR MLS® System using the property civic address, community, district and sub-district relative to that property. Regional Municipality, i.e. HRM, CBRM, are not acceptable for use as the community.
- 3.30 Properties which are to be sold separately must be listed individually with the following exceptions:

- (a) All lots having the same Seller and located in the same subdivision may be batched under one listing and individual lot details provided in the Instruction to Members section.
- (b) Reasonable facsimile (sketch/line drawing) listings shall only be processed when a subdivision lot number is used for reference. The following criteria shall apply regarding facsimile listings:
 - (i) The builder must have ownership of the lot, either in fee simple ownership, or through an exclusive option to buy;
 - (ii) A facsimile listing cannot be submitted until subdivision approval has been obtained. Lot numbers are to be entered into the Unit # field on the address line, or if space is not sufficient, then shown in the Instruction to Members;
 - (iii) If a PID # has not been assigned, all new construction facsimile listings may be batched together so that units with similar layouts and styles are batched onto the one listing.

3.31 New Construction (including condominiums)

- (a) New construction facsimile listings shall contain a line drawing or artist rendering and the word “facsimile” prominently displayed and must not contain a photograph of a similar property’s interior or exterior. Photo editing software to create a photo or conceptual rendering of what a room could look like may be used. Renderings are required to have the word ‘facsimile’ prominently displayed. New Construction facsimile listings shall be classified under “Occupancy” as “To be Built”.
- (b) New Construction listings which are partially built shall contain an actual photo of the structure either as the primary photo or as additional photo. Line drawings or artists renderings, with the word ‘facsimile’ prominently displayed, may continue to be used as the primary or additional photo, as desired. Photographs of a similar property’s interior or exterior are not permitted. Partially built new construction listings shall be classified under “Occupancy” as “Under Construction”.
- (c) If a new construction facsimile listing has been changed from the original listing, it is the responsibility of the Seller’s Brokerage to ensure the property listing information is amended prior to or when the deal is firm to accurately reflect the property which was ultimately built.

3.32 Prices shown for new construction listings on the NSAR MLS® System must be inclusive of the net HST.

3.33 All condominiums in one building having the same seller can be batched so that all units having the same or substantially similar floor plan appear under one MLS® number and details of the similar units provided in the Instructions to Members section.

- 3.34 Where either a REALTOR® or an associate of a REALTOR® directly or indirectly has an interest in the property they are selling it must be noted and disclosed in the Instructions to Members section that they are an industry member.
- 3.35 Members must disclose all conditions or restrictions contained in a Seller Brokerage/Designated Brokerage Agreement in the Instructions to Members.
- 3.36 An Exclusive listing may be amended and processed through the NSAR MLS® System, provided that such listing meets all of the requirements of the MLS® Rules and Regulations including the requirement that the listing still has a Minimum of 60 days prior to the original expiry.
- (a) If an MLS® listing changes to Exclusive, the listing must be put into a cancelled status and cloned to create a new Exclusive listing.
- 3.37 Where a Seller has entered into a Seller Brokerage Agreement with more than one Brokerage for a single Listing, the Brokerages shall decide amongst themselves who shall be the primary brokerage.
- 3.38 If a withdrawn listing is reactivated prior to the original expiration date, the original listing must be reactivated and may not be entered as a new listing (the Days on Market must reflect the original listing date).

4. REPORTING REQUIREMENTS

- 4.01 The Seller's Brokerage must enter any amendments, including expiry dates, on the NSAR MLS® System, within 3 calendar days from the time the change was effected (signed) regarding change in price, terms or conditions
- 4.02 All accepted conditional sales must be reported on the NSAR MLS® System within 3 calendar days.
- (a) The only exception is a listing with an accepted Sale of Buyers Property (SOBP) which may remain in an Active status until such time as the SOBP has been removed. If an SOBP has been accepted this must be identified in the MLS® System by marking '*Subject to SOBP*' as 'Yes'
- (b) Upon removal of the SOBP the listing should be changed to reflect the appropriate status.
- 4.03 An important part of the inherent value of the NSAR's MLS® System is the transaction data accumulated for sales of listed properties. Therefore, it is the responsibility of all NSAR members to ensure, regardless of their business model, that property sales information for properties listed on the NSAR MLS® System, including the reporting of conditionally sold properties and sales prices, be reported to the NSAR as per 4.01 and 4.03(b) and (c). Members are not permitted to avoid these reporting responsibilities to the NSAR by, for example, withdrawing or cancelling a listing, or changing a listing to Exclusive, between receipt (or anticipated receipt) and acceptance of an offer, or encouraging a seller to do so.

- (a) For the Halifax-Dartmouth, Annapolis Valley, Northern NS, and Yarmouth regions, confirmed sales (all conditions unrelated to title are met) must be entered on the NSAR MLS® System, within 3 calendar days of confirmation of sale, by the Seller's Brokerage only and must show selling agency, selling agent and sales price. For those listings where a Buyer is not represented by a REALTOR®, the selling agency and selling agent shall be entered as 'Non Member'.
 - (b) For the Cape Breton, Highland, and South Shore regions, confirmed sales (all conditions unrelated to title are met) must be entered on the NSAR MLS® System, within 3 calendar days of confirmation of sale, by the Seller's Brokerage only and must show selling agency, selling agent and sales price. For those listings where a Buyer is not represented by a REALTOR®, the selling agency and selling agent shall be entered as 'Non Member'. As the sales price is not available for viewing in the MLS® System until the close date, the sales price should not be shared verbally, or in print, prior to the close date.
 - (c) The Region where the property is located determines whether 4.03 (a) or 4.03 (b) is applicable.
- 4.04 The Seller Brokerage/Seller Designated Brokerage Agreement provides permission for the MLS® System to maintain selling information for CMA purposes. A brokerage shall not give permission for a property, or sale price, to be removed from the NSAR MLS® System as part of the purchase and sale agreement.
- 4.05 In cases where a property has been entered in more than one property type on the NSAR MLS® System, the sale/lease of that property shall only be reported on one MLS® number. The other property type pertaining to that same listing will be deleted. Written notice of listing to be deleted must be provided within 3 calendar days to NSAR.
- (a) If the sales price is reported on more than one property type a fine of \$200 will be levied.
- 4.06 For listings sold as a package (multiple PIDs), that had been listed individually, the sale/lease of those properties shall only be reported on one MLS® number. That listing is to be amended to add the additional PID's and the list price amended (to the sum of the previous listings total) accordingly. The other listings pertaining to that same sale/lease will be deleted. Written notice of the listings to be deleted must be provided within 3 calendar days to NSAR.
- 4.07 All sales must be reported in Canadian dollars.
- 4.08 Refer to MLS® Rule 3.31 (c) regarding reporting of new construction sales.

5. ADVERTISING

- 5.01 Only REALTORS® are permitted to display the MLS® trademarks in signage, advertising, etc.
- 5.02 Only listings that are or have been processed through an MLS® System may be identified with the MLS® certification mark.
- 5.03 If granted by the Seller, the Seller's Brokerage shall have exclusive rights to all advertising on the listed property either by sign, newspaper, direct mail or otherwise. No other Brokerage may

advertise that property unless permission is granted by the Seller, through the Seller's Brokerage, in writing.

- 5.04 Whereas the Association has adopted Internet Data Exchange (IDX), a member may display another member's listing on the Internet in accordance with IDX Rules described in Section 6. Internet Data Exchange.
- 5.05 All REALTORS® signs, brochures, and advertising of properties listed on the NSAR MLS® System shall display the brokerage name and include one of the following identifiers - the MLS® Logo (refer to Interpretation 1.24), the letters "MLS®" or spelled out as "Multiple Listing Service®", or include the MLS® number. The MLS® Logo must be of sufficient size & legibility as to be readily identifiable. This rule shall also apply to individual web pages within a website displaying MLS® listings. In the case of multiple listings on one page, the statement 'All properties listed on the NSAR MLS® System unless otherwise stated' can be used.

Use of the Certification Mark '®' is necessary to protect and preserve the Trade Mark Registration owned by The Canadian Real Estate Association for the exclusive use of Members of The Canadian Real Estate Association.

- 5.06 The use of quick response codes (QR) codes shall not be used as a substitution for display of the brokerage name and MLS® Logo.
- 5.07 All properties displayed and all representations made in advertising and promotion within any medium must comply with the REALTOR® Code.
- 5.08 If advertising an MLS® property as Sold, the month and year the property is Sold must be indicated.
- 5.09 A property cannot be advertised as Sold after the closing date or the brokerage contract expires, whichever comes first, without the written consent of the Buyer.
- 5.10 The Sold price can only be advertised with the written permission of both the Buyer and the Seller.
- (a) If you wish to advertise the percentage of the listing price, or a dollar value above listing price, that a specific property sold for, you need to obtain the same written permissions.
- 5.11 A Buyer's representative must have the permission of the Seller's Brokerage to advertise a property as Sold and the ad has to indicate their status as Buyer's representative.
- 5.12 All multi-media links on REALTOR.ca, namely alternate feature sheet – field 63; virtual tour – field 64; sound bites – field 65; sales brochure – field 66; additional photos – field 67; and board preferred map service to locate property – field 84, must be limited to property specific information and no third party advertising is permitted in those links, including third party contact information. In accordance with The Canadian Real Estate Association's MLS® Technology Council's Policy, multi-media links are to be limited to their respective fields. This ensures that REALTOR.ca displays information that consumers expect to see on the link they wish to use. MLS® Systems are member-to- member co-operative systems and members who participate on REALTOR.ca (which is a member developed and financed site) must respect the member-to-member facet in all multi-media links provided in association with REALTOR®.ca.

The REALTOR® website or brokerage website, whichever is designated as the REALTOR®'s contact information on REALTOR.ca, can provide such third party advertising and contact information for third parties. As well, members can include in the General Description – field 27 (public remarks, known as field 31 in the French version) a comment to 'see my website for further information' without specifying the nature of such additional information.

- 5.13 Virtual/Video tours shall contain information pertaining only to the subject property for sale and its vicinity and shall not include any information that promotes brokerage goods or services, in any form, including live electronic links.

The brokerage/salesperson name and contact information can only be referred to at either the beginning or end of the tour.

- 5.14 Virtual/Video tour is defined as a 360-degree tour of a property, video of the property, or a slide show of static pictures.

- 5.15 When a member moves from a Brokerage or becomes unlicensed for any reason, it is the responsibility of the Broker or Managing Associate Broker of that Brokerage to re-assign any active listings to another Member in the Brokerage within one (1) business day. NSAR may address orphan listings by re-assigning them to Broker.

6. INTERNET DATA EXCHANGE (IDX) / VOW

- 6.01 In this section the following terms are defined as follows:

IDX Data means MLS® data, or the property data including photographs and images, relating to the listings of IDX Broker, which is made available by the Association to IDX Participants for display on IDX Internet websites.

IDX Subscriber (IDX) means: (i) an IDX Broker and (ii) an IDX Active Member.

IDX Active Member means an active member of the Association whose license is issued and maintained in an office of an IDX Broker.

IDX Broker means a broker of the Association that has not advised the Board/Association in writing that it does not wish to take part in the IDX Program.

IDX Program means a program which enables IDX Subscribers to display on their IDX Internet websites the listings of IDX Brokers.

IDX Website means a website controlled and operated by an IDX Participant.

Detail Display means enlarged photo (Primary) and additional text display of individual properties selected from a Thumbnail Display. Minimum requirements for display are MLS® number, Listing Price, Full Property Address, Seller's Brokerage, Property Overview (at least first 1,000 characters) and whether property is For Sale, For Rent or For Lease.

Thumbnail Display means a summary display of one or more listings per page that includes a small photograph and limited text data. Minimum requirements for display are MLS® number, Listing Price, Property Address and Seller's Brokerage.

- 6.02 An IDX may link to the Internet Data Exchange Database on the Internet in accordance with the following provisions and in keeping with any policies that NSAR may adopt from time to time. Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full force and effect.

The Internet Data Exchange Database shall contain only those fields of data designated by NSAR for this purpose.

In order to be an IDX, a participant must be engaged in providing real estate brokerage services to buyers or sellers in real estate transactions and be a Member of NSAR and licensed with the Nova Scotia Real Estate Commission.

The only way members can have an IDX website is that the employing Firm Member must be contributing its listings to the program.

Any website linking to the IDX website must be under the control of a single IDX.

An IDX may provide the Listing Content to a Technology Provider who operating a Website on their behalf but the IDX is responsible for the conduct of any Technology Provider they use.

Other than to format for presentation, an IDX must not alter, modify, manipulate or obscure the IDX Data (or any disclaimers or notices herein) in any way without the Board's prior written approval.

Brokerage Display – the Seller's Brokerage must be clearly displayed for all listings including thumbnail views. The Seller's Brokerage must be in the same font and size as the other listing details and not visually separated from the Listing Details (not requiring consumers to click on any hyperlinks, etc.).

Member Contact Information – the contact information of the member who owns the IDX Website must be clearly separated from the Detail Display of a listing which is listed by a brokerage other than the member's own. (It is permissible to have this information larger than the listing text.)

The thumbnail display of another IDX's listing will not include any contact information or branding of any person or corporation other than the Seller's Brokerage.

A detail display on an IDX Website of another member's listing may not include any contact information or branding of any person or corporation other than the Seller's Brokerage within the 'body' of the listing data. (The 'body' shall be the rectangular space whose borders are delimited by the utmost extent in each direction of the IDX data).

Any Thumbnail or Detail Display on an IDX Website must include the following disclaimer on all pages displaying listing information:

'NSAR IDX Reciprocity listings are displayed in accordance with NSAR's IDX Agreements and property information is provided under copyright © by the Nova Scotia Association of REALTORS®, as well as, 'The above information is from sources deemed reliable but it should not be relied upon without independent verification.'

IDXS may co-mingle their own brokerage's exclusive listings with the IDX Data provided that the exclusive listings are clearly identifiable and the distinction between non-MLS® System Data and MLS® System Data must be clear in all information displays.

IDX searches must not display more than 500 results. If more than 500 results are identified in the query, the user may only view the first 500 and must refine the search in order to view additional properties within the total result set.

It is unacceptable to display MLS® Data which is more than 24 hours out of date.

IDX sites must not claim to provide full access to the MLS® System.

An IDXS may filter the listings they choose to display on their IDX Website based only on objective criteria. Subject to applicable laws and regulations, the only allowed filter criteria are:

- Geography or location;
- List price;
- Property type (e.g. condominiums, single family, multi-family)
- Property features (e.g. waterfront)

Any Internet website used for linking to the IDX Database or any portion thereof must be controlled by an IDXS and advertised as that IDXS's Internet website.

An IDXS must make changes to an Internet site necessary to cure a violation within five business days of notice from NSAR of the violation.

6.03 Brokerage display requirements also apply to VOW's.

6.04 No portion of the Internet Data Exchange Database shall be used or provided to a third party for any purpose other than those expressly provided for in Section 2 of these rules.

7. SIGNAGE

7.01 No Brokerage may place a sign on a property that is not listed for sale through the NSAR MLS® System except for the exemptions noted in MLS® Rule 3.08 (b).

7.02 Brokerage For Sale Signs

When placing brokerage real estate For Sale signs, Members shall adhere to the following:

- (a) Sign(s) shall be placed on the property that is for sale.
- (b) Signs should not be placed on any property by more than one Member unless authorized by the Seller in writing.

- (c) Sign(s) are temporary and shall be removed once the property is sold and closed or immediately after removal from the market.
- (d) In the event the sign would be hidden by woods if placed on the property that is for sale, the sign may be placed on the Department of Transportation (DOT) right-of-way, directly in front of the property that is for sale.
- (e) The maximum number of signs that are allowed on the right-of-way per road frontage is one sign per every 300 metres to a maximum of six signs.
- (f) Sign(s) shall be placed as close to the outer limit of the right-of-way directly in front of, and as close as is possible to, the existing tree line. Sign(s) may be placed perpendicular or parallel to the secondary highway.
- (g) Sign(s) shall not be placed so as to create a safety hazard (e.g. signs cannot obscure DOT signs nor obscure the vision of a motorist entering the highway from a driveway).
- (h) Sign(s) shall not be attached to utility poles or DOT signs.

7.03 Generic Directional Signs

Members must use a generic 'directional' For Sale sign for such directional purposes in accordance with the following guidelines:

- (a) Generic directional For Sale signs directing people to where property is for sale along secondary highways shall be the NSAR-approved generic real estate For Sale directional signs. Signs shall be double-sided.
- (b) Sign(s) are temporary and shall be removed once all properties advertised by virtue of the generic directional sign are sold or immediately after the removal of the last property from the market.
- (c) Sign(s) shall not be placed so as to create a safety hazard (e.g. directional signs cannot obscure DOT signs nor obscure the vision of a motorist entering the highway from a driveway).
- (d) Signs shall not be attached to utility poles, guard rails, DOT signs.
- (e) Generic real estate signs shall not be altered in any way.

8. COMPLIANCE

- 8.01 Computer programs provided by the Association are for the Member's sole and exclusive use and disclosure of access codes and passwords to anyone is strictly prohibited.
- 8.02 The Seller's Brokerage must retain hard copies on file and make the copies available upon request by the Association for inspection by their representatives.

- 8.03 NSAR shall conduct random audits of MLS® Listings. The audit will assist with the process of verifying information and adherence to the MLS® Rules and Regulations on listings submitted to the NSAR MLS® System. Areas which are checked include, but are not limited to, the property address, the listing price, commencement date, expiry date and conditions of the Listing. The Broker will be notified of the listing that has been selected for audit and shall, if required, provide a copy of the Seller Brokerage/Designated Brokerage Agreement and Addendum to the Association, with the information on compensation agreed to between the Seller and the Brokerage removed. Failure to provide the requested documentation or to make any corrections requested will result in the matter being referred to the Professional Standards Committee.
- 8.04 A member shall not knowingly report false or misleading information to the NSAR MLS® System.
- 8.05 The MLS® Committee reserves the right to reject listings which it feels, in its sole discretion, materially misrepresent the terms or price that the seller is willing to accept.
- 8.06 Members may not alter historical data unless directed by NSAR staff.
- 8.07 There shall be a \$200 fine where a cancelled listing is re-listed by the same Brokerage within 14 days of the cancellation date. This fee shall be charged to the Brokerage.
- 8.08 Failure to comply with these rules and regulations shall be deemed to be a breach of the Association Bylaw and shall be dealt with in accordance with provisions of Article X of the Bylaw of the Nova Scotia Association of REALTORS®.
- 8.09 When the Chairperson of the MLS® Committee is aware of any violation of these Rules and Regulations he/she may:
- (i) levy a fine of \$75.00 for each violation;
 - (ii) refer the matter to the Professional Standards Committee where it shall be dealt with in accordance with provisions of the Bylaw of the appropriate board;
 - (iii) remove any listing contravening these Rules and Regulations from the NSAR MLS® System.
- 8.10 If a member wishes to appeal any fine levied by the Chairperson of the MLS® Committee he may do so to the Conduct Review Committee, providing he files a notice of appeal within ten (10) days of receipt of written confirmation of the fine levied by the Chairperson of the MLS® Committee. The notice and appeal shall be dealt with in the manner contemplated by Section 3.03 of Article IV of the NSAR Bylaw.
- 8.11 The non-payment of any fine levied by the Chairperson of the MLS® Committee, which has not been appealed in the manner contemplated by 8.10, shall be treated as a non-payment of an amount owed to the Association and dealt with in accordance with Section 3 of Article IV of the NSAR Bylaw.

9. BROKERAGE COMMISSIONS

- 9.01 Listings being submitted to the NSAR MLS® System shall contain an indication by the Seller's Brokerage of the amount of commission payable to the Buyer's Brokerage (see rule 3.03 regarding restrictions). The Buyer's Brokerage may only be paid a lesser amount if an agreement has been reached, in writing, between the Listing and Selling Brokerages.
- 9.02 In those cases where the Seller's Brokerage has procured an offer on their listing and are reducing the commission rate or fee, the Seller's Brokerage shall disclose any such reductions to all Brokerages with competing offers to purchase in order that such competing Buyer's Brokerages shall not be at a disadvantage and that the Seller shall receive the full benefit of competition from such cooperating Brokerages.
- 9.03 A Seller's Brokerage may not unilaterally alter the compensation to be paid to a Buyer's Brokerage on an offer procured and lodged with such listing office by the Buyer's Brokerage should such offer be accepted.
- 9.04 Where the full commission is not received by the Seller's Brokerage he/she shall pay the Buyer's Brokerage the proportionate amount of such commission. This proportionate amount shall be determined by the Seller's Brokerage with reference to the ratio which the commission payable to the Buyer's Brokerage as indicated in the listing information sheet was to the total commission as set out in the listing agreement between the Seller's Brokerage and the Seller.
- 9.05 Where the full commission is not received by the Seller's Brokerage, any collection costs incurred by him/her are to be deducted from the total commission and the balance distributed as above provided. Losses and costs incurred in an endeavour to make such collection must be sustained at a prorata basis by the parties thereto unless otherwise agreed.
- 9.06 Where any commission is paid as a result of the Holdover Clause in the Seller Brokerage/Seller Designated Brokerage Agreement, such remuneration shall be paid as set out above.
- 9.07 Only the Seller's Brokerage shall prepare and send a statement of commissions to the Seller's Solicitor indicating the balance of commissions payable with instructions to either pay the co-operating brokerage portion directly, or, pay the entire amount to the Seller's Brokerage. The Seller's Brokerage would then have 3 business days upon receipt of funds to pay the Buyer's Brokerage their portion.
- 9.08 When a real property is shown by one member to a prospective Buyer and the same property is ultimately sold by another Brokerage Member or their representative to the same perspective Buyer, the salesperson or Brokerage obtaining an acceptable offer to purchase shall be the person by whom the commission shall be deemed to be earned provided that he/she performed no unethical act in the process of procuring said acceptable offer to purchase.

10. SOLICITATION / PROFESSIONAL CONDUCT

- 10.01 A member shall not solicit a listing which is currently listed with another Brokerage.

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

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

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

- 10.02 When Members are contacted by the client of another Member regarding the creation of a relationship to provide the same type of service, and Members have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement.
- 10.03 The above mentioned rules do not preclude Members from making general/mass announcements, messages or advertisements to prospective clients describing their services and the terms of their availability provided such general announcements include a clear, prominent and emphasized statement that the announcement is not intended to solicit properties currently under contract.
- 10.04 Buyer’s Brokerages shall not contact the Seller or his solicitor directly except with the Listing Brokerage’s permission, unless otherwise directed by the Seller in writing.
- 10.05 Where a property has been shown by one member, no other member shall attempt to obtain an acceptable offer to purchase on the same property from the same prospective Buyer by unethical means.

For the purpose of 10.05, the following shall be considered to be unethical practices where a property has been shown by a Member to a prospective Buyer.

- (a) It shall be unethical for a salesperson or Brokerage to persuade or try to persuade such a prospective Buyer to leave the salesperson or Brokerage of another office for the purpose of dealing with him/her regarding the same property.
- (b) It shall be unethical for a Member to suggest to the prospective Buyer that he/she inspect properties with salespeople or Brokerages of other offices, with the intention or instruction, or implied instruction to return to his/her office for the submission of any offer to purchase on any one of such properties.
- (c) It shall be unethical for a Member to suggest to a prospective Buyer who has viewed

a property through another Brokerage or Salesperson, that he/she can get that property more cheaply through him/her.

- 10.06 In all relationships with fellow members and with the Buyers and Sellers involved, the CREA Code of Ethics and Standards of Business Practices as incorporated in the Association's Bylaw must be observed. Where any of the rules conflict, the CREA Code of Ethics and Standards of Business Practices shall be deemed to be paramount.

11. ACCESS TO PROPERTIES

- 11.01 Appointments shall be made through the Seller's Brokerage in accordance with instructions found on the listing information sheet unless directed otherwise by the Seller in writing. This direction may appear in Instructions to Members section on the NSAR MLS® System. Direction in this field may not include access codes of any kind.
- 11.02 If a Member is unable to keep an appointment to show a property, he/she must advise the Listing Salesperson immediately.
- 11.03 Keys obtained from other members shall only be used by members for the purpose of inspecting properties or showing properties to prospective Buyers. Unauthorized use of keys will constitute a breach of this rule. The making of duplicate keys from the one obtained, the action of failing to return the key to the Seller's Brokerage within a reasonable time, and the turning over of the key to any person not authorized by the Seller's Brokerage to receive it shall be considered unauthorized use.
- 11.04 It is a mandatory condition for Members in a Region that have approved the use of a lockbox system for that Region to pay the required deposit and obtain an electronic key for the lockbox system administered by the Association. The control and administration of the issuing of an electronic key and the Lockboxes will be the jurisdiction of the Chief Executive Officer of the Association and will be subject to the following rules and regulations.
- (a) Upon joining the Association, a licensed member in a Region using a lockbox system, must immediately obtain an electronic key and sign the appropriate documentation for both the electronic key and Lockbox System. They must also pay the prescribed deposit as set and revised from time to time by the Directors.
 - (b) The use of the electronic key and Lockbox System to gain entry for the purpose of inspecting and showing property must be in accordance with the instructions found in the MLS® listing information for that property. If not indicated, then member must contact the listing salesperson or their office for instruction before proceeding. It is an offence under these Rules to misuse an electronic key by way of gaining access without proper authority.
 - (c) All Members of a Region using a lockbox system are subject to the regulations contained in the Sub-Lease/License Agreement for electronic access and the Electronic-Lockbox System.

- 11.05 If a member lists a property within the Halifax Dartmouth Region (HDR) and is using a lockbox, the member must use the NSAR-approved lockbox and electronic key. Non-HDR members will be required to rent a lockbox and electronic key through NSAR for the period of the listing.
- 11.06 Electronic lockboxes may not be placed on properties in Regions that do not subscribe to the lockbox system. Doing so may result in a fine being issued per NSAR policy.
- 11.07 Lockboxes installed on the Property are to be removed within 2 business days of the property closing or upon termination (as per the Seller Brokerage/Seller Designated Brokerage Agreement). If not removed, a fine may be issued per NSAR policy.



68 Highfield Park Drive, Suite 112, Dartmouth NS B3A 0E4
902.468.2515 or 1.800.344.2001 www.nsrealtors.ca