



SUPPLEMENTARY RULES
&
POLICY
Of the
CENTRAL ALBERTA REALTORS® ASSOCIATION

Operated by the
RED DEER & DISTRICT REAL ESTATE BOARD CO-OP LTD.

APPROVED ON MARCH 5, 2004
AMENDED APRIL 2008
AMENDED APRIL 2012
AMENDED DECEMBER 2012
AMENDED JANUARY 2014
AMENDED SEPTEMBER 2014
AMENDED DECEMBER 2016
AMENDED JANUARY 2018
AMENDED JUNE 2020
AMENDED MARCH 2021
AMENDED MAY 2022
AMENDED OCTOBER 2022
AMENDED DECEMBER 2023
AMENDED MARCH 2024
AMENDED APRIL 2025
AMENDED FEBRUARY 2026

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1. ARBITRATION

The Association is partnering in the Provincial Administrative Justice Program and refers members to AREA's Rules and Regulations for the procedures for arbitration matters.

2. PROFESSIONAL STANDARDS & DISCIPLINE

2.1 Definitions and Notice Provisions

The definitions and notice provisions contained herein only apply to processes and procedures carried out by the Central Alberta Realtors® Association (CARA), any of same that are done on behalf of the Association may have definitions and processes that are different. Any such work by a 3rd party on behalf of CARA shall be governed by their own set of definitions and provisions and the definitions et al below should not be assumed as having the same meaning or scope of power.

- a) **“Abbreviated Hearing”** Shall have the meaning as set out in Section(s) 2.9 thru 2.13 of this Article and is only held when a Member has chosen to admit their guilt when presented with the facts contained in an Allegation Statement or admits their guilt during the initial mediation efforts of the Executive Officer
- b) **“Allegation Statement”** The Allegation Statement shall set out the specific misconduct or omission which the Member is alleged to have done or omitted to do and specify the particular section(s) of the Bylaw, Supplementary Rules and Association Policy, Rules and Regulations, Provincial Harmonized Rules or the Particular paragraph(s) of the Code of Ethics or the particular Article(s) of the Standards of Business Practice that the Member is alleged to have violated, breached or not complied with.
- c) **“Appeal”** is further described in Section 2.17 of this Article;
- d) **“Appeal Hearing”** is further described in Section 2.19 through 2.23 of this Article;
- e) **“Appeal Panel”** shall have the meaning prescribed in Section 2.18 of this Article;
- f) **“Appellant”** is the term used to describe the Respondent once he/she has filed an Appeal of the decision of the Hearing Panel;
- g) **“Chairperson”** means the Chairman of the Board of Directors, or any panel authorized to act in this area;
- h) **“Complaint”** means a signed written statement from CARA personnel, alleging a breach of the Bylaw, Supplementary Rules and Association Policy, Provincial Harmonized Rules or other misconduct by a Member.
- i) **“Complainant”** means the author of the Complaint;
- j) **“Executive”** means the three Directors serving in the roles of “Chair”, “Chair-elect” and “Past-Chair” during the current calendar year for the Association.
- k) **“Hearing”** Shall have the meaning as set out in Section(s) 2.11 thru 2.13.
- l) **“Hearing Panel”** shall comprise of no more than three members of the Board of Directors one of who shall be a member of the Executive

- m) **“Reply”** shall mean the written statement of the Respondent, filed in response to an Allegation Statement.
- n) **“Researcher”** shall mean the person appointed to carry out the research concerning the Complaint of misconduct against a Member and shall also mean the person appointed to present the case before the Hearing Panel.
- n) **“Respondent”** shall mean the Member of the Association who is in receipt of the Allegation Statement;
- o) In this Article, all letters, notices or other documents required to be forwarded to a Member of the Association by the Executive Officer; or the Chairman, shall be forwarded either by email, personal delivery, courier, or registered mail. Any letter, notice or other document so forwarded is conclusively deemed received in accordance with the provisions of the bylaw.
- p) The provisions of this Article shall apply to all Members.
- q) If a Member against whom a Complaint has been made, terminates his/her Membership in the Association, or is terminated from the Association for any reason, at any time before a discipline decision is rendered by the Board of Directors may, at its sole and unfettered discretion either:
 - i. hold the Complaint, the professional standards and/or discipline process in abeyance until such time as the Member re-joins the Association, at which time Board of Directors may re-start the process from the point when the Member left the Association; or
 - ii. forward the Complaint to any other real estate Association, which the Member joins after leaving the Association.

2.2 Summary – Complaint Procedures

2.2.1 Member vs. Member

All Member vs Member complaints must be referred to the administrative justice program coordinated by the Alberta Real Estate Association

2.2.2 Administrative Complaints vs. Member

- a) All complaints must be made by the Association in writing.
- b) No action will be commenced on verbal complaints.
- c) The Executive Officer shall attempt to resolve the matter by mediating with all parties involved.
- d) If mediation does not resolve the issue, with either
 - a satisfactory resolution or,
 - an admission of guilt,
 the complaint will be referred to the Executive of the Board of Directors for action.
- e) If complaint is referred to the Executive of the Board of Directors, the executive will appoint a researcher to investigate the complaint.
- f) Should the complaint go to a hearing, the Executive will select a Hearing Panel and a date.

- g) Notice of hearing date will be sent to all parties. This will include names of Hearing Panel Members and will ask if there are any objections to these Members, and whether any party will be legally represented.
- h) The Hearing Panel will hear the case and will either:
 - i. Dismiss the complaint; or
 - ii. notify all parties of their decision.
- i) The Respondent accepts the decision or appeals it.
- j) If the Respondent appeals the decision, the Executive Officer shall appoint an Appeal Panel as described in Section 2.18 to convene an Appeal Hearing.
- k) The Executive Officer will notify all parties of any decisions rendered.

2.3 Jurisdiction

- a) The Executive upon receipt of a Complaint file may proceed to research the conduct of any Member through the appointment of a Researcher.
- b) At any time following the receipt of a written Complaint or making the decision to proceed to research and investigate a Complaint, the Executive, in its sole and unfettered discretion, may decide that no further action be taken in respect to the matter being researched. This decision shall not be subject to review.
- c) A Hearing Panel may:
 - i. impose a fine of not less than \$100.00 and not more than \$15,000.00
 - ii. dismiss the complaint;
 - iii. uphold the complaint and levy a fine.
 - iv. suspend Membership;
 - v. terminate Membership;
 - vi. require an education requirement;
 - vii. issue a reprimand;
 - viii. assess the costs of the hearing
- d) A Member who resigns from Membership or terminates his/her Membership prior to the Hearing or prior to the final determination of the Hearing will remain subject to the provisions of these Bylaws.

2.4 Handling of Complaints

- a) Any administrative staff who has a complaint against any Member may deliver a written, signed statement, hereinafter referred to as the "Complaint", addressed to the Executive Officer of the Association, and the person who makes the Complaint is called the Complainant.
- b) Upon receipt of a Complaint, the Executive Officer shall:
 - i. acknowledge receipt of same to the Complainant;
 - ii. forward a copy of the Complaint to the Member against whom the complaint is made, and to the Member's Broker, hereinafter referred to as the Respondent(s);
 - iii. the Respondent(s) shall, within ten (10) business days from receipt of notice of the Complaint, deliver to the Association a written statement addressing

- the allegations of the Complaint, hereinafter referred to as the “Reply”.
- c) The Executive Officer shall attempt to resolve the matter by mediating with all parties involved.
 - d) In undertaking the effort to mediate, the Executive Officer will contact the Broker and Member to determine if steps have been taken to resolve the subject of the complaint.
 - e) If the Executive Officer is satisfied, within ten (10) business days of the mediation, that the Complainant and the Broker or Member have resolved the matter, then the matter shall be deemed concluded.
 - f) If the Complaint is not resolved through mediation, the Complaint is referred to the Executive who will review the complaint and either:
 - i. recommend that no further action be taken; or
 - ii. recommend the matter be further addressed.

2.5 Researching the Complaint

- a) The Chairperson shall appoint a Researcher to examine and determine the validity of the Complaint.
- c) A Member shall produce and provide to the Researcher all documents, writings and things within the Member’s possession or power, which may be relevant or required by the Researcher relevant to the investigation.
- d) A Member who fails to produce any item when requested by the Researcher may have his/her membership terminated forthwith by the Directors without notice.

2.6 Report of Researcher

Upon completion of their research, the Researcher shall file a written report with the Chairperson and Executive, and attach thereto, copies of all records, documents, or writing he/she obtained in the course of his/her Research. The report shall be considered confidential and not subject to access by any person who is not a Member of the Board of Directors.

2.7 Disposition of Research

Upon receipt and review of the report of the Researcher, the Executive may, in its sole and unfettered discretion:

- i. determine that no further action be taken with respect to the complaint; or
- ii. prepare an Allegation Statement;
- iii. and neither of these decisions or actions by the Executive shall be subject to review or appeal.

2.8 Allegation Statement

- a) Where the Executive determines there is sufficient evidence to support the allegation concerning the Member who has been complained against, they shall prepare an Allegation Statement. The Allegation Statement shall set out the specific

misconduct or omission which the Member is alleged to have done or omitted to do and specify the particular section(s) of the Bylaw, Supplementary Rules and Association Policy, Rules and Regulations, Provincial Harmonized Rules or the particular paragraph(s) of the code of Ethics or the particular Article(s) of the Standards of Business Practice that the Member is alleged to have violated, breached or not complied with.

- b) The Executive Officer shall forward a copy of the Allegation Statement to the Member, (now referred to as the Respondent), and the Respondent's Broker.
- c) The Respondent may within ten (10) days of receipt of the Allegation Statement deliver a Reply thereto, addressed to the Chairperson setting out his/her defense to the specific misconduct or omission which the Member is alleged to have done, violated, breached or not complied with.
- d) Failure of the Respondent to deliver a Reply within the ten (10) day period shall not prevent the Executive from continuing the process and making the decision on whether or not to refer the matter to a Hearing.
- e) If the matter is referred to a Hearing, such failure of the Respondent to deliver a Reply shall not prevent the Hearing Panel from proceeding to make a determination in the matter and shall also not prevent the Respondent from attending and presenting his/her case in the Hearing.

2.9 Abbreviated Hearing Procedure

- a) If in his/her reply, the Respondent admits to the allegations contained in the Allegation Statement, the Executive will ask the Respondent whether he wishes to participate in an Abbreviated Hearing.
- b) If the Respondent gives his written consent to an Abbreviated Hearing, one shall be scheduled in Accordance with this Article.
- c) The Respondent and the Presenter shall attend the hearing and shall only be allowed to speak to the issue of discipline to be determined by the Hearing Panel.

2.10 Disposition Upon Receipt of Reply

- a) Upon receipt and review of the Reply to the Allegation Statement, the Executive may:
 - i. determine that no further action be taken in respect of the complaint and declare the file closed and the Respondent, the Respondent's Broker and the Complainant are so advised; or
 - ii. by resolution refer the matter to a Hearing;
 - iii. neither of these decisions or actions by the Executive shall be subject to review or appeal.
- b) Where the Executive determines that no further action is taken in respect of the Complaint, the Executive Officer shall so notify the Complainant, the Respondent, and the Respondent's Broker.

- c) Where the matter is referred to a Hearing or Abbreviated Hearing, the Executive Officer shall provide to the Hearing Panel on the date set for the Hearing a copy of:
 - i. the complaint;
 - ii. the reply;
 - iii. copies of any documents provided by the Member, Broker and Complainant;
 - iv. the Allegation Statement and the Respondent's Reply;
 - v. the Notice of Hearing provided to the Parties to the hearing.
- e) All files, documents, correspondence, reports and records pertaining to a complaint to and/or investigation by the Executive, shall be in the custody, care and control of the Executive Officer on behalf of the Board of Directors and shall be considered confidential and not subject to access by any person(s) except as those files, documents, correspondence, reports and records may be disclosed by the Board of Directors in relation to the Hearing or Abbreviated Hearing.

2.11 Composition-Hearing/Abbreviated Hearing Panel

- a) The Hearing Panel or Abbreviated Hearing Panel shall be comprised of three (3) sitting members of the Board of Directors one of whom shall be on the Executive and who shall serve as chair of the Panel.
- b) No Member shall serve on the Hearing Panel if she/he:
 - i. is employed by or works for the same Brokerage as the Respondent(s); or
 - ii. is related through blood or marriage to the Complainant or Respondent(s), or any officer, director, shareholder, partner or employee of any Complainant or any Respondent; or any other reasonable grounds the Member should not hear that specific hearing.
- c) The Executive Officer shall serve as recording secretary on all Panels.

2.12 Jurisdiction-Hearing/Abbreviated Hearing Panel

- a) The Hearing Panel or Abbreviated Hearing Panel:
 - i. may, upon referral of a matter by the Executive hold a Hearing to determine if the Respondent has engaged in the alleged conduct as set out in the Allegation Statement; and/or
 - ii. may, upon referral of a matter by the Executive, and with the written consent of the Respondent, hold an Abbreviated Hearing to determine the discipline of the Respondent who admitted to having engaged in the misconduct as set out in the Allegation Statement; and/or
 - iii. may discipline any Member as is hereinafter provided;

2.13 Hearing and Abbreviated Hearing Procedure

- a) The Executive shall select (three) 3 Directors to act as the Hearing Panel or Abbreviated Hearing Panel, one of whom shall be from the Executive and act as the Panel Chairman.

- b) In partnership with the Executive Officer, the Hearing Panel Chairman or Abbreviated Hearing Panel Chairman shall determine a date for the Hearing. The Executive Officer shall notify, in writing, the Respondent and the Presenter of the date set for the Hearing, or Abbreviated Hearing. Said notice shall be forwarded to each party at least ten (10) days prior to the date of the Hearing, or Abbreviated Hearing.
- c) At the Hearing or Abbreviated Hearing, the parties may be represented by a lawyer or Member of the Association, provided that the Respondent may not be represented by a Member who is a current Board of Director and further provided that if either party is to be represented by a lawyer, they shall notify in writing, the other party, the Hearing Panel Chairman or the Abbreviated Hearing Panel Chairman, at least five (5) days before the date set for the Hearing or Abbreviated Hearing.
- d) The Hearing Panel or Abbreviated Hearing Panel may retain legal counsel to sit at the Hearing, or Abbreviated Hearing and advise the Panels on any and all matters of law or procedure, but he/she shall not take part in any deliberation or decision of the Hearing Panel(s).
- e) On the date set for the Hearing, or Abbreviated Hearing the Hearing Panel or Abbreviated Hearing Panel shall proceed to hear and determine the matters contained in the Allegation Statement, and the failure of the Respondent to attend the Hearing, or Abbreviated Hearing shall not prevent the Hearing Panel or Abbreviated Hearing Panel from proceeding to make such a determination.
- f) If a Hearing or Abbreviated Hearing is called, and one of the parties fails to attend without notice given to the Hearing Panel or Abbreviated Hearing Panel within five (5) days prior to the Hearing, or Abbreviated Hearing, the Hearing Panel or Abbreviated Hearing Panel may, at their sole and unfettered decision, levy costs of up to \$250.00 against the party who failed to attend, however, the Hearing Panel or Abbreviated Hearing Panel shall have the right to waive or alter such costs at their discretion. In addition, the Hearing Panel or Abbreviated Hearing Panel may proceed with the Hearing in the Respondent's absence at their sole discretion.
- g) The Hearing Panel or Abbreviated Hearing Panel may:
 - i. adjourn any Hearing or Abbreviated Hearing from time to time;
 - ii. proceed in such manner as it deems proper and without being bound by the rules of evidence or other legal rules, provided that it shall consider the best evidence available;
 - iii. receive evidence under oath; and
 - iv. use any acceptable method of recording the Hearing, or Abbreviated Hearing, including, but not limited to audio or videotape, recording secretary or stenographer.
- h) The parties to the Hearing shall have the right to call as a witness, anyone who may have knowledge of the facts concerning the matter in question, whether or not that person is a Member of the Association.

- i) The parties to the Abbreviated Hearing shall not have the right to call witnesses. They shall attend the Hearing to speak solely to the matter of discipline.
- j) All evidence, tapes, and records pertaining to a Hearing shall be in the custody, care, and control of the Executive Officer and shall be considered confidential and not subject to access by any person except as those documents, files, reports, correspondence, and records may be disclosed in relation to the Hearing.

2.14 Decision and Discipline

- a) If the Hearing Panel cannot render a decision on the day of the Hearing, the Panel must reconvene within five (5) days of the Hearing to render the decision.
- b) The decision of the majority of the Hearing Panel shall:
 - i. determine whether or not a Respondent engaged in the conduct set out in the Allegation Statement;
 - ii. contain the reasons for the decision;
 - iii. be in writing;
 - iv. be signed by the Members of the Hearing Panel;
 - v. specify the penalty or sanctions imposed, including a ruling on costs.
- c) Upon finding the Respondent has engaged in the conduct set out in the Allegation Statement, the Hearing Panel may impose one or more of the following penalties:
 - i. a fine of not less than One Hundred Dollars (\$100.00), and not more than Fifteen Thousand Dollars (\$15,000.00);
 - ii. termination of Membership from the Association;
 - iii. suspension of Membership privileges which includes but not limited to the use of any of the Association's facilities or MLS® services for such period of time as the Hearing Panel deems appropriate;
 - iv. a written reprimand;
 - v. determine the compliance date;
 - vi. assess costs of the Hearing;
 - vii. determine the disposition of any filing fee;
 - viii. order that the Respondent attend and successfully complete any courses of an educational nature as may be approved by RECA, AREA or any other relevant body including the passing of any examinations pertaining to these courses; and/or
 - ix. forward to any governing, regulatory and policing bodies;
 - x. if the Respondent sits on the Board of Directors or any Association Committee, the Panel may immediately expel the Respondent from sitting on these bodies.
- d) At an Abbreviated Hearing, upon the written admission of guilt of the conduct set out in the Allegation Statement, by the Respondent, the Abbreviated Hearing Panel may impose one or more of the following penalties:
 - i. a fine of not less that One Hundred Dollars (\$100.00), and not more than Fifteen Thousand Dollars (\$15,000.00);
 - ii. termination of Membership from the Association;
 - iii. suspension of Membership privileges which includes but not limited to the use of any of the Association's facilities or MLS® services for such period of time as the Abbreviated Hearing Panel deems appropriate;
 - iv. a written reprimand;
 - v. determine the compliance date;
 - vi. assess costs of the Abbreviated Hearing;

- vii. determine the disposition of any filing fee;
 - viii. order that the Respondent attend and successfully complete any courses of an educational nature as may be approved by RECA, AREA or any other relevant body including the passing of any examinations pertaining to these courses; and/or
 - ix. forward to any governing, regulatory and policing bodies;
 - x. if the Respondent sits on the Board of Directors or any Association Committee, the Panel may immediately expel the Respondent from sitting on these bodies.
- e) A copy of the Hearing Panel or Abbreviated Hearing Panel decision shall immediately be given to the Executive Officer who shall forward it to the parties to the Hearing, or Abbreviated Hearing.
 - f) Subject to the Appeal provisions set out in this Article, the Complainant shall be advised by letter, sent by the Executive Officer whether or not the Hearing Panel found the Respondent engaged in unethical conduct.
 - g) In the case of an Abbreviated Hearing, the Complainant shall be advised by letter, sent by the Executive Officer, of the discipline imposed on the Respondent.
 - h) Subject to the appeal provisions set out in this Article the decision of the Hearing Panel shall be final and binding upon the parties thereto and shall be considered effective as the date of the decision, unless otherwise set out in the decision.
 - i) The decision of the Abbreviated Hearing Panel shall be final and binding upon the parties thereto and shall be considered effective as of the date of the decision, unless otherwise set out in the decision.
 - j) For the purposes of this Article, the Compliance date for each Hearing or Abbreviated Hearing shall be determined as follows:
 - i. The date upon which the penalty is to be paid or performed according to the Appeal Decision; or
 - ii. If the Appeal Panel does not set a specific date for the payment or performance of the penalty in its decision, thirty (30) days from the date upon which such Appeal decision is signed by the Panel Members.
 - k) If the Respondent fails to comply with the Hearing Panel decision or Abbreviated Panel decision by the date specified in the decision or the Board of Directors may, at any subsequent meeting of the Board of Directors, and without further proceedings, expel the Member from the Association.

2.15 Indemnity

- a) No Member of the Association may prefer charges or sue for damages, from any Associate or Employee of the Association, any Member of the Executive, Hearing Panel or the Board of Directors for any reason, for what they did or failed to do in the administration of the provisions of this Article and this Section is hereby deemed as an absolute defense against such charges or suit, and each Member hereby waives his/her right to file such charges or suit.
- b) The Arbitration Act of Alberta applies to the Hearing Panel's authority, however, if the Act is inconsistent with the Association Bylaw, the provisions of the Bylaw shall prevail.

2.16 Post Hearing Procedures

- a) After the delivery of the decision, the Hearing Panel Chairman or the Abbreviated Hearing Panel Chairman shall deliver all documents produced in evidence at the Hearing to the Executive Officer, and he/she shall retain custody of such documents:

- i. for a period of 6 months from the date the decision was rendered, or
 - ii. for a period of 6 months from the date any subsequent appeal decision is rendered.
- b) The enforcement of the decision from the Discipline Panel shall be stayed until after the time for registering a Notice of Appeal by the Respondent has expired; or if an Appeal is commenced, then until such time as the Appeal is determined.

2.17 Appeal of Hearing Decision

- a) The Respondent can only file an appeal of the decision of the Hearing Panel. Neither the person who filed the complaint or the Executive has a right of appeal from a decision of the Hearing Panel.
- b) To appeal a decision of a Hearing Panel, the Appellant shall not later than fourteen (14) business days from the date written on the Panel Decision, deliver to the Executive Officer:
 - i. A written Notice of Appeal which shall contain a brief and concise statement of the grounds for the Appeal along with a copy of the decision, and a \$500.00 filing fee for deposit for security costs of the Appeal; or
 - ii. If the Appellant failed to attend the hearing, the sum of \$800.00 for deposit for security costs of the Appeal;
 - iii. A notice stating if the Appellant's legal counsel will represent him/her at the Appeal.
- c) In the event of default of any of these requirements, the Notice of Appeal shall not be valid.
- d) The appellant can only appeal the Hearing Panel's decision on the following grounds:
 - i. that the Hearing Panel misapplied or misinterpreted CARA's Code of Ethics, Standards of Business Practice, Bylaws, Supplementary Rules and Association Policy and Provincial Harmonized MLS® Rules & Regulations;
 - ii. that there was a procedural deficiency or lack of procedural due process in the initial Hearing.
- e) If the Appellant for any reason resigns his/her Membership in the Association either during the period of time which he may file an Appeal or at any time during the Appeal process, the Appellant shall be deemed to have waived all his rights of Appeal. The decision of the Hearing Panel shall be final and binding with no further rights of Appeal.
- f) Upon the extinguishing of the Appeal rights, the Appeal rights cannot be opened upon the Appellant re-joining the Association.
- g) On or before the eighth (8th) business day prior to the date set for the Appeal Hearing, the Appellant may repeal his/her Appeal submission by delivering written notice of it to the Executive Officer.
- h) Upon receipt of the Appeal repeal notice:
 - i. the Appeal Hearing shall be cancelled;
 - ii. the decision determined by the Hearing Panel shall be final and binding.
 - iii. the filing fee for security costs shall be refunded to the Appellant.

2.18 Composition of Appeal Panel

- a) An Appeal Panel shall hear the Appeal, The Panel and the Chairman thereof shall be selected by the Executive Officer and comprised of:
 - i. One (1) Past Presidents who shall serve as Chair; and

- ii. two (2) Brokers or Associate Brokers or Associate Members
 - iii. none of who serve on the Board of Directors; and
 - iv. all of who have been Members of the Association for at least two (2) years immediately preceding their appointment.
- b) Not more than one (1) Member registered with the same Brokerage may serve on an Appeal Panel at the same time.
 - c) A Member shall not qualify on an Appeal Panel if the Member belongs to the same Brokerage as the Appellant, is closely related through blood or marriage to the Appellant, or any officer, director, shareholder, partner, or employee of the Appellant, or on any other reasonable grounds the Member should not hear that specific appeal.
 - d) The Appellant shall have the right to object to any Member of the Appeal Panel within seven (7) days of receipt of notification of such appointment. The Association shall have the sole responsibility and right to accept or to reject the objection submitted by the Appellant. If necessary, another Member shall be selected. If no objection to the appointment of any Member of the Appeal Panel is received within the stipulated time, the Members so chosen shall be deemed to be acceptable to all parties.

2.19 Notice of Appeal Hearing

- a) In partnership with the Executive Officer, the Appeal Panel Chair shall determine a date for the Appeal Hearing and direct the Executive Officer to notify the Appellant and Appeal Panel in writing, the date set for the Appeal Hearing, along with the names of the Appeal Panel. Said notice shall be forwarded to each party at least ten (10) days prior to the date of the Appeal Hearing.
- b) Where the Appellant fails to appear at the Hearing without sufficient cause in the opinion of the Appeal Panel, the Appeal shall be dismissed, the initial decision of the Discipline Panel will be the final decision, and the deposit posted shall be forfeited. There shall be no further rights to appeal by the Appellant.

2.20 Record of Hearing

The Executive Officer shall deliver to each Member of the Appeal Panel:

- i. the written Allegation Statement;
- ii. the written Reply, if any;
- iii. all notices sent to the Parties by the Executive;
- iv. any transcript or other summary of the evidence of the proceedings of the Hearing Panel, including any tape recordings of those proceedings;
- v. all exhibits entered into evidence at the Hearing; and
- vi. the decision of the Hearing Panel.

2.21 Nature of Appeal Hearing

- a) An appeal is not a re-hearing. The parties will not be allowed to introduce any new evidence at the Appeal Hearing. The appeal is to be decided solely on the evidence and material contained in the record of the Hearing as described in Section 2.20 herein, and therefore, the Appellant shall **not** be allowed to introduce or produce new evidence.
- b) An Appeal Panel shall only deal with the questions of:
 - i. whether the Hearing Panel had the jurisdiction to make its decision; or
 - ii. whether there was a denial of natural justice.

- c) The Appeal Hearing will be recorded either by audiotape or by a Recording Secretary. There is no further right of Appeal and accordingly, any records of the Appeal hearing will be maintained in confidence by the Association until the decision of the Appeal Panel has been made and any penalty imposed has been completed for a minimum period of ninety (90) days.

2.22 Conduct of the Appeal Hearing

- a) It is important to keep in mind that there are no witnesses, no examination and cross-examination procedures at an Appeal Hearing. Accordingly, the Appeal Hearing is conducted as follows:
 - i. the tape recorder is turned on and the Chairperson calls the Appeal Hearing to order;
 - ii. the Chairperson will state for the record what the Hearing is about, including the Appellant's grounds for appeal, as set out in the Notice of Appeal;
 - iii. the Appellant is given the opportunity to make submissions to the Appeal Panel based solely on his/her grounds for Appeal and without introducing any new unauthorized evidence;
 - iv. the Appeal Panel is entitled to ask clarifying questions of the Appellant;
 - v. after any questioning, the Appellant should be allowed to make a final summary statement;
 - vi. the Appellant will be advised that he/she will receive a copy of the Appeal Panel's decision within ten (10) days;
 - vii. the Appeal Hearing is adjourned, and any recording machine is turned off; and
 - viii. the Appeal Panel deliberates and renders a decision.

2.23 Disposition of Appeal

- a) The Appeal Panel makes its decision based on the materials contained in the Record of Hearing and having regard to the Appellant's submission. A majority of the Appeal Panel shall be deemed to be the decision of the Appeal Panel.
- b) The Appeal Panel in its decision may in its sole and unfettered discretion make the following decision:
 - i. dismiss the Appeal; and/or
 - ii. amend the decision of the Hearing Panel; and/or
 - iii. refer the matter back for a new Hearing in whole or in part, by a different constituted Hearing Panel; and/or
 - iv. impose any of the penalties that the Appeal Panel has the authority to order. It is important to note that the Appeal Panel has the right to increase the amount or extent of any penalty ordered by the Hearing Panel; and/or
 - v. direct the disposition of the Appeal filing fee.
- c) The decision of the Appeal Panel shall:
 - i. be in writing, and contain the reasons for the decision;
 - ii. be signed by the Members of the Appeal Panel; and
 - iii. clearly set out the disposition of the Appeal.
- d) A written copy of the Appeal Panel's decision shall immediately be given to the Executive Officer who shall forward it to the parties to the Appeal Hearing.
- e) The decision of the Appeal Panel is considered final and binding upon the Appellant and shall be considered effective as of the date of the decision, unless otherwise set out in

the decision, and may communicate to The Alberta Real Estate Association and the Real Estate Council of Alberta.

- f) If the Appellant fails to comply with the decision of the Appeal Panel, the Board of Directors may, at any subsequent meeting of the Board of Directors, and without further proceedings, expel the Member from Membership in the Association.

2.24 Indemnity

- a) No Member of the Association may prefer charges or sue for damages, from any Associate or Employee of the Association, any Member of the Executive, Appeal Panel or the Board of Directors, for any reason, for what they did or failed to do in the administration of the provisions of this Article and this Section is hereby deemed as an absolute defence against such charges or suit, and each Member hereby waives his/her right to file such charges or suit.
- b) The Arbitration Act of Alberta applies to the Appeal Panel's authority, however if the Act is inconsistent with the Association Bylaw, the provisions of the Bylaw shall prevail.

3.0 AWARDS/GIFTS/PRESENTATIONS

3.1 Past Chair Recognition

- a) To recognize his/her year in office, each outgoing Chair shall be presented with a certificate and a cheque for \$2,500.00 after completion of their term as Chair;
- b) The Chairperson at the Annual General Meeting shall present the certificate and the cheque shall be delivered within the first thirty (30) days after completion of the term in office.

3.2 Long Service Pins

- a) To recognize the number of years a Member has been a Member of the Association, Long Service Pins shall be presented to Members only;
- b) The Pins shall be presented following the completion of five (5) years of continuous and consecutive Membership with the Association and continuing in five (5) year increments thereafter.
- c) The Pins shall be presented by the Chair at the Annual Meeting;
- d) An invitation shall be sent to the recipients in advance of the Annual Meeting.

3.3 Honorary Life Membership

- a) To recognize Past Chairs for volunteering their time, effort and commitment on behalf of the Members and the Association, each Past Chair shall be made an Honorary Life Member;
- b) The Chair at the Annual General Meeting shall present a framed certificate to the Past Chair;
- c) An invitation shall be sent to the recipients in advance of the Annual Meeting;
- d) Honorary Life Members shall not pay Membership dues, unless he or she maintains another category of Membership with the Association, such as broker, associate broker, associate or affiliate, then all applicable dues and fees will apply;
- e) Honorary Life Members are not entitled to hold office in the Association, or to vote at meetings unless he or she maintains another category of Membership with the

Association, such as broker, associate or affiliate, which would then entitle him or her to these rights and privileges.

3.4 Honorary Membership Awards

3.4.1 General Policy and Purpose

- a) An Honorary Membership Award is granted:
 - i. to honour selected individuals who have made a significant contribution to the Central Alberta REALTORS® Association and the Real Estate profession.
 - ii. for distinguished service to the Central Alberta REALTORS® Association and the Real Estate Profession.
 - iii. to emphasize the significance of the Honorary Membership Award, a maximum of two Honorary Membership Awards may be granted in one calendar year.

3.4.2 Scope

- a) Honorary membership may be granted to a Member or former Member of the Central Alberta REALTORS® Association.
- b) If the Honorary Member maintains some other class of Membership in the Association, he/she shall be required to pay such dues as required by the Bylaw, Rules, and Regulations. However, the Annual Membership fee of the Honorary Member shall be waived for the year the Honorary designation is given.
- c) An Honorary Member is not entitled to hold office in the Association or to vote at any meetings thereof unless he/she maintains a class of Membership in the Association, which would otherwise entitle him/her to such rights and privileges, but he/she shall have all other rights and privileges of Membership.
- d) At the discretion of the Directors, Honorary Membership may be granted for life or for such length of time as the Directors may decide.

3.4.3 Responsibility

- a) The Awards Committee shall receive and evaluate all nominations and recommend the recipient(s) of the award to the Association for their approval or determine that no award shall be given and recommend this decision to the Association for their approval.
- b) The Board of Directors shall approve the recipient(s) of the Honorary Membership Award.
- c) Only Members of the Central Alberta REALTORS® Association shall be entitled to submit nomination to the Awards Committee.

3.4.4 General Eligibility and Selection Criteria

- a) Nominees must have served as a director, committee Member, and Executive Officer for the Central Alberta REALTORS® Association or provided meritorious service to the Central Alberta REALTORS® Association in some other capacity.
- b) The individual must have ceased to hold an official position within the Central Alberta REALTORS® Association.

- c) The following criteria will be applied when nominees are considered for the Honorary Membership Award:
 - i. Nominee has demonstrated distinguished service to the Central Alberta REALTORS® Association community through participation in the Central Alberta REALTORS® Association or related organization(s);
 - ii. Nominee's contributions demonstrate a long-term commitment to the profession that has resulted in a measurable and permanent impact on the real estate community;
 - iii. Nominee has a history of exemplary leadership and dedication in service to the real estate community;
 - iv. Nominee has a proven record of creative innovation.

3.4.5 Nomination and Selection Procedures

- a) Nominations are made by the Membership at large on the application form provided for this purpose and submitted to the Awards Committee;
- b) Bestowing this award shall be based on evidence submitted by the nominator(s) and the criteria outlined for the award;
- c) The Awards Committee shall assess nominations, select the final recipient(s), decided by a majority vote and bring their recommendations to the Board of Directors for final approval;
- d) The Awards Committee may decide that no Honorary Award be given in any calendar year;
- e) Persons nominated shall be eligible for two years following receipt of the nomination, after which the nomination becomes null and void. Additional supporting documentation may be submitted the second year. Individuals can be re-nominated one year after a nomination becomes null and void.

3.4.6 Instructions for Submissions

- a) All nominations must be accompanied by a completed nomination form describing the nominee's achievements, curriculum vitae and three letters of support from Members in good standing;
- b) Three copies of all materials must be submitted.

3.4.7 Cut-off date for Submissions

- a) Nominations will not be solicited by the Association or the Awards Committee;
- b) The Awards Committee must receive submissions not later than October 31st of each year.

3.4.8 Date and Place of Presentation

- a) Recipients of the Honorary Memberships Award shall be recognized and presented with a plaque and a lapel pin at the Association's AGM each year.

3.4.9 Recognition

- a) The Central Alberta REALTORS® Association shall make a public announcement through the media of the recipients of the Honorary Membership inductee(s);
- b) Honorary Members may use their Honorary Membership Award in all personal promotions.

3.5 Long Term Membership Recognition

3.5.1 General Policy, Purpose, and Eligibility

- a) Long Term Membership Recognition is intended to provide an ongoing reward for members who have maintained Membership with the Association without interruption for a period of at least 45 years.
- b) A reduction in Membership Fees shall accompany this recognition at;
 - i. 45 years – 30% reduction in the monthly fee charged quarterly for the membership fee.
 - ii. 50 years – 50% reduction in the monthly fee charged quarterly for the membership fee.
- c) a Member shall qualify for the program effective immediately upon the anniversary date which
 - i. marks their 45 years of continuous membership with the Association.
 - ii. marks their 50 years of continuous membership with the Association.
- d) all newly qualifying members during a calendar year shall be recognized at the next Association Annual General Meeting following their qualifying anniversary.
- e) If a Member who is part of the program discontinues membership or is suspended from membership, they shall lose their eligibility for the program.
- f) An Association Member who is recognized in this fashion retains all the rights and privileges of Full Membership and shall not be excluded from exercising same.

3.5.2 Responsibility

- a) It shall be the responsibility of Association administration to track and record eligibility of members for the program.
 - i. Association records shall be the deemed the official record for eligibility.
 - ii. In cases where a Members start date is disputed, it shall be the responsibility to provide documentation which conclusively shows Association records are incorrect.
 - iii. In cases where arbitration is required, the Board of Directors shall have final say in deciding what overrules the official Association record.

4. BOARD OF DIRECTORS

4.1 General

- a) Board of Directors Meetings shall be held at the Association Office, or a location determined by the Board of Directors, on the fourth Monday of the month or on a day as determined by the Chair, commencing at 12:00 p.m.
- b) Each Director who is a Committee Chairperson, shall attend his/her respective meetings and report Committee activities to the Board of Directors in writing or by submission of their Committee minutes.
- c) Any and all subject matters coming before the Board of Directors must be received in advance, in writing, from the party directing the enquiry, **before** the matter is discussed by the Board of Directors.
- d) Where a Director (other than the Chair) is asked to represent the Association or its views, said Director must receive prior approval of the Directors.
- e) The audited statement for the previous year, and the budget for the upcoming year, shall be reported to the Members at the Annual Meeting, to be held as per 10.1, no later than the end of March.

4.2 Honorarium and Mileage

- a) Out of town Directors are entitled to claim mileage at the current Government of Canada automobile allowance rate to attend meetings on behalf of the Association.
 - i. Mileage shall be determined using the mileage chart posted;
 - ii. Directors shall claim mileage for travel when such events are scheduled CARA meetings or events such as AGM's, Directors' Meetings or any event where they are delegated to act in an official capacity for the Association.
 - iii. The Chair shall be entitled to receive compensation for mileage if coming from outside of Red Deer Boundaries to sign cheques for the Association.
- b) All Directors shall be entitled to receive an honorarium for attending meetings on behalf of CARA as follows:
 - i. CARA Regular & Special Director's Meetings
\$150.00 – Full Meeting attendance, \$ 75.00 – ½ Meeting attendance
 - ii. CARA Annual General Meeting
\$150.00 – Full Meeting attendance
 - iii. \$150.00 – Member/Broker Forums and Fall Meeting
- c) A cheque for mileage and honorarium will be issued to each Director for expenses as incurred.
- d) Honorariums are subject to CRA tax laws and a T4 slip will be issued to the Directors. Honorariums may be subject to source deductions.

4.3 Composition of Board of Directors

- a) The Board of Directors shall consist of nine (9) Members and shall be made up as follows:
 - i. the Chair
 - ii. the Chair-Elect
 - iii. the Immediate Past Chair
 - iv. six (6) other Directors
- b) No fewer than two (2) and no more than four (4) of the Directors shall be Broker Members.
- c) The remaining Directors shall be Associate Brokers and / or Associate Members.

- d) The AREA Representative may be invited to attend at Director's Meetings as ex-officio, from time to time.
- e) Terms:
 - i. If the term of the Member who is the Chair expires prior to that Member serving his/her term as Past-Chair, that Member shall be appointed as Past-Chair for a one-year term by the Directors;
 - ii. If the term of the Member who is Chair-Elect expires prior to that Member serving his/her term as Chair, that Member shall be appointed as Chair for a one-year term by the Directors.
- f) Notwithstanding anything else contained herein, where the Membership status of a Director changes, during their term of office, the Director may, at the discretion of the Directors, be permitted to complete his/her term of office.
- g) The Directors may do all things as allowed in the Bylaw, Supplementary Rules and Association Policy as required by any resolution adopted at any duly constituted General Membership Meeting or as may be allowed by the laws of this Province.
- h) The Directors may do all things necessary to maintain the integrity of the Association even though such things are not specifically set out in this Bylaw.
- i) The Directors upon election or declaration of their acclamation shall assume office for a three-year term, shall remain in office until their successors are elected or appointed.
- j) The Board of Directors shall direct and supervise the business of the Association.
- k) The Officers or Directors shall not impede or interfere with the day-to-day administration, operation or business of the Central Alberta REALTORS® Association.
- l) The Chair shall not unilaterally make decisions relating to the business, administration and/or operation of the Association without the unanimous written consent of the Directors.
- m) When present, the Chair shall chair all meetings of the Association. In the absence of the Chair, the Chair-Elect shall perform the duties of the Chair and/or at the Chair's discretion, assist the Chair as may be required.
- n) The Chair shall only be allowed to vote where there is a tie-vote and his/her vote is needed to break that tie. However, the Chair may decline to cast the tie-breaking vote. In the event of there being no majority in favour of a motion, the motion shall be declared lost.
- o) The Chair shall be an ex-officio Member of all committees, unless specifically excluded from them.
- p) A contravention or breach of sub-section 4.3 (j, k, l m, n & o) shall result in the immediate expulsion of the Chair or Director from the Board of Directors, via a 2/3 majority vote of the Directors.
- q) The Board of Directors may by resolution, appoint such managers or other officers as they deem necessary, for the purpose of conducting the affairs and business of the Association, shall define their duties and fix their remuneration.

4.4 Directors' Meetings

- a) Voting may be held entirely by means of a telephone, electronic or other communication facility and any person entitled to vote may vote by those means.
- b) The Chair shall upon the written request of a majority of the Directors call a special meeting of the Directors, and the Executive Officer shall mail to each Director at least four (4) business days prior to such meeting or conference call, a notice of the time, place and the purpose of the meeting, provided however, if all the Directors are present at a

meeting it shall be deemed to have been regularly called whether or not the prescribed notice of the meeting has been given.

- c) All Directors are entitled to receive notice of all meetings, at least three (3) days prior to the date of the meeting. The three (3) day time limit may include the day of the meeting, but not the day the notice is given. The notice may be sent in any manner described in Article 18 or may be telephoned or e-mailed to each Director.
- d) If a meeting is held without the formal notice being given, the Directors may by resolution, waive the notice requirements. A Director not able to attend or participate at a meeting where formal notice was not given may consent to the meeting being held.

4.5 Electronic Attendance at Directors' Meetings

- a) In the event a Director cannot attend at a Director's meeting in person, he/she may participate at a Director's meeting by electronic methods up to a maximum of twice in a 12-month period.
- b) A Director who intends to participate at a Director's meeting via electronic method must:
 - i. send written notice to the Executive Officer, at least five (5) days prior to the date of the Director's meeting, of their intention to participate electronically;
 - ii. be present when the meeting is called to order and must remain in attendance throughout and until the meeting is adjourned.
- c) Notwithstanding the notice period detailed in sub-section 4.5 a, and if the Director is participating at a Director's meeting via electronic method due to inclement weather, and unsafe road conditions or other circumstances considered to be extenuating by the Directors, the 5-day notice period shall be waived.
- d) Acceptable electronic methods to participate at a Director's Meeting include Telephone Conferencing, Video Conferencing (i.e. Skype, Windows Live Messenger), and similar communication devices that permit a Director to communicate with all persons participating in the meeting simultaneously and instantaneously. Email and Texting shall not be acceptable electronic methods of participation.
- e) A Director participating in the meeting referred to in sub-section 4.5 a, shall be considered present at the meeting, and included in the quorum, as long as the participant is able to hear and be heard by all participants in the meeting. The minutes shall reflect the participant was present via electronic means.
- f) The Director participating by electronic methods shall be responsible for:
 - i. setting up the acceptable method for electronic conferencing; and
 - ii. all expenses incurred and associated with electronic participation at the meeting.

4.6 Order of Business

- a) The order of business for General Meetings of the Association may be as follows:
 - i. the Chairman or acting Chairman shall call the meeting to order;
 - ii. approval of the Agenda;
 - iii. the Minutes of the preceding meeting shall be read and accepted or rejected;
 - iv. business arising out of the minutes shall be considered;
 - v. unfinished business from previous meetings shall be dealt with;
 - vi. reports of officers and Directors shall be presented;
 - vii. reports of standing committees shall be presented;
 - viii. reports of special committees shall be presented;

- ix. reports of the auditor shall be presented;
 - x. an auditor shall be appointed;
 - xi. new business shall be considered;
 - xii. the meeting shall be adjourned.
- b) Robert's Rules of Order, last edition, shall be recognized as the authority governing the meetings of the Association, the Directors and the committees when not in conflict with the Memorandum of Association, By-Laws, Code of Ethics, Standards of Business Practice or Rules and Regulations.

4.7 Conditions Upon Which Directors Shall Cease to Hold Office

- a) Any Director shall be deemed to have resigned from office and shall automatically forfeit his/her position as a Director, causing a vacancy to occur on the Board of Directors in any of the following circumstances.

Attendance at Meetings:

Any Director who/whose:

- i. is absent from two (2) consecutive meetings of the Directors (Regular or Special) throughout one (1) calendar year;
 - ii. is absent from three (3) meetings of the Directors (Regular or Special) throughout one (1) calendar year;
 - iii. becomes bankrupt or insolvent;
 - iv. is or it is discovered that he/she has been convicted of any criminal offence;
 - v. resigns by notice in writing to the Chair or Executive Officer;
 - vi. resigns as a Member or where such Membership is terminated;
 - vii. registration under the Act has been suspended or terminated; or
 - viii. refuses to take the oath of office, or for any other reason, does not take the oath of office
- b) Notwithstanding, and at their sole discretion, the Directors shall have the authority to circumvent the rules that apply in Section 4.5a) (i) & (ii) in special or extraordinary circumstances.
- c) If the office of Chair becomes vacant, the Chair-Elect shall be appointed Chair of the Association by resolution of the Directors.
- d) If the office of Chair-Elect becomes vacant, the Directors shall by resolution, appoint a Director as the Chair-Elect.

4.8 Filling Vacancies

- a) In the event a vacancy occurs on the Board of Directors for any reason, except where the vacancy exists because of an increase in the number of Directors, and the vacancy occurs between the date of the previous Election of the Board of Directors and September 30 of any year, the Directors shall by resolution appoint the Member candidate who received the next highest vote count resulting from the preceding election as long as that Member candidate agrees and qualifies in accordance with the Bylaws.
- b) In the event this Member candidate is not willing to accept the appointment, the Directors shall by resolution, appoint the next Member candidate who received the next highest vote count resulting from the preceding Election, as long as that Member candidate agrees and qualifies in accordance with the Bylaws to fill the vacancy.

- c) This Procedure shall be followed until a non-elected Member candidate accepts the appointment, or all the non-elected Member candidates do not accept the appointment, then the Directors shall appoint any other Member who agrees and qualifies in accordance with Section 12.2 of this Supplementary Rules & Policy to fill the vacancy.
- d) Pursuant to sub-sections (a, b & c) appointments shall be to complete the term of the Director who caused the vacancy.
- e) In the event a vacancy occurs on the Board of Directors for any reason, except where the vacancy exists because of an increase in the number of Directors and the vacancy occurs any time between October 1 and the date of the Election of the Board of Directors for any year, the vacancy shall be filled by the Member candidate who receives the highest vote count resulting from the Election.
- f) Pursuant to Sub-Section e) the term shall be for a 3-year term.

4.9 Remuneration of Directors

- a) No Director shall be paid for his/her services as a Director and no Director shall be allowed to profit directly or indirectly from his/her position as a Director, provided that he/she may be paid reasonable expenses that may be incurred in the performance of his/her duties as a Director.
- b) Where a Director or officer of the Association is employed by the Association to perform some service for it, or where he/she is employed by or is an officer, director or shareholder of a company employed by the Association to perform some service, the fact that he is a Director or officer of the Association shall not disentitle him/her or such from being paid for the service.

4.10 Recording of Minutes

- a) Only motions and/or the agreement of consensus of the body on a topic, which indicates an action should or will occur or to be taken, shall be recorded.
- b) Commentary or discussion shall be recorded in the Minutes, identifying the originator.
- c) All abstentions shall be recorded, including the name of the abstainer, (i.e. 7 in favour, 4 against, J. Doe abstaining).
- d) Minutes should not identify movers, who voted for and against, unless there is a specific request to be recorded.

4.11 Retiring Directors Recognition

- a) Each retiring Director shall be presented with a Certificate of Appreciation, commemorating his/her year(s) as a Director. Certificate to be presented by the outgoing Chair at the Annual General Meeting.

5. BYLAW AND POLICY

- a) All classes of Membership shall be deemed to have received and to have read the Bylaws, Supplementary Rules and Association Policy and the MLS® Rules & Regulations, and CREA & RECA Code of Ethics and to have agreed to be bound by them. Any breach of the Bylaw, Supplementary Rules and Association Policy, MLS® Rules & Regulations, and CREA & RECA Code of Ethics by any Member may be dealt with by the Professional Standards Committee, as provided for in the Central Alberta REALTORS® Association Supplementary

Rules and Association Policy including forwarding the matter to RECA as provided for in this Bylaw.

6. STANDARDS OF BUSINESS PRACTICE

6.1 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.

- a) **"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.
- b) **"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.
- c) **"Association"** means a Member local real estate Board or Association or provincial or territorial association and includes, where appropriate, a compliance body.
- d) **"Buyer"** means a person acquiring or attempting to acquire an interest in real estate through a Purchase.
- e) **"Client"** means a Buyer or a Seller whom a REALTOR® is representing as an Associate.
- f) **"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®.
- g) **"Confidential Information"** means any personal or business information relating to the individual that ought to be considered confidential by its nature.
- h) **"Customer"** means a Buyer or Seller who is not a Client.
- i) **"CREA Trademarks"** include, but are not limited to, the words REALTOR® and REALTORLink®, the REALTOR® and REALTORLink® logos, Multiple Listing Service®, MLS® and the related MLS® logos.
- j) **"Dual Agency"** means a relationship in which a brokerage or a REALTOR® represents, as an Associate, more than one party in the same transaction.
- k) **"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 Association or from mls.ca, subject to the rules of the applicable real estate Association and the REALTOR'S® oversight, supervision and accountability.
- l) **"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.

ARTICLE 1 – INFORMED OF ESSENTIAL FACTS

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

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 as a competitive disadvantage.
- 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 disadvantage.
- 3.9 "Dealing fairly" means acting honestly and professionally. The obligation to deal fairly does not in any way reduce a REALTOR'S® obligation to fulfill his or her fiduciary duties to a Client and follow the Client's lawful instructions.

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 1.2 and 3.2, Article 1.1 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 represented 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 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.

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 initialling 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 Association 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 5.6 apply to Article 6.

Definitions:

- a) **“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 an agency and an offer of compensation to the selling office.
- b) **“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®.
- c) **“Person”** includes, where applicable, an individual, a partnership, a corporation and any other entity legally capable of buying and selling real estate.
- d) **“Purchase”** includes an actual or proposed exchange, option, lease or other acquisition of an interest in real estate.
- e) **“REALTOR® / REALTORS®”** are registered trademarks 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.
- f) **“Registrant”** means a person licensed by a jurisdiction to trade in real estate.
- g) **“Sale”** includes an actual or proposed exchange, option, lease or other disposition of an interest in real estate.
- h) **“Seller”** means a Person disposing of or attempting to dispose of an interest in real estate by Sale.
- i) **“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.
- j) **“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, either from the MLS® database of the Association or from REALTOR®.ca subject to the rules of the applicable real estate Association and the REALTOR’S® oversight, supervision and accountability.

ARTICLE 7 – EXPENSES RELATED TO 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 ay normally be liable.

Interpretations:

- 7.1 In explaining fees for services, the REATOR® shall not state or suggest that the type or level of fees is based on direction from a real estate Association, Association, Institute, Society or Council to which the REALTOR® belongs.
- 7.2 A REALTOR® shall be fully conversant with the routine type of expense 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.

Interpretations:

- 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.

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 2.1 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®.

Interpretations:

- 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 buy or sell or attempt to buy or sell 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 buyer or seller in writing.

Interpretations:

- 11.1 Disclosure of the REALTOR'S® position shall include the fact that the REALTOR® is a licensed real estate practitioner, the nature of the interest held (when selling), the relationship of the REALTOR® to the immediate family member, and/or the fact that the REALTOR® has a financial interest in the buying or selling entity.
- 11.2 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.
- 11.3 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.

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.
- 12.2 A 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.
- 12.3 A 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.
- 13.3 Members shall ensure that all advertising and promotional content maintains professionalism and reflects respect towards clients, consumers, and colleagues. Members shall not publish, display, distribute or otherwise use advertising or promotional content that:
- (i) contains profanity, vulgar language, obscene material, or explicit expressions.
 - (ii) includes sexual innuendo, sexually suggestive language, imagery or content.
 - (iii) demeans, belittles, ridicules, or discriminates against any property, any neighbourhood or community or any member of the foregoing, any client, consumer, member of the public, or identifiable group of persons or the real estate profession generally.

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 Listing brokerages may permit the advertising of their properties by other brokerages when authorized in writing by the Seller to do so.
- 14.2 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 Association(s) for such sites.
- 14.3 Interpretation 13.1 also applies to Article 14, unless otherwise agreed to in writing.

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 services to be provided for the advertised Compensation do not include listing on MLS®, 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 Association 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”) must clearly set out all significant details of how the program works, including but not limited to, exceptions and time frames.
- 15.4 Significant conditions, restrictions, limitations and additional charges shall be fully and prominently displayed in the body of the advertisement near the claim or offering in easily readable form and shall comply with all applicable laws.
- 15.5 A condition, restriction, limitation or additional charge shall be considered “significant” if it would likely affect a consumer’s decision to retain the REALTOR® brokerage.
- 15.6 Any claims or offerings in advertising must also comply with all applicable laws, including the Competition Act.
- 15.7 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, sexual orientation, marital status or disability.

Interpretations:

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

ARTICLE 17 – COMPLIANCE WITH ASSOCIATION / ASSOCIATION BYLAWS

The REALTOR® shall abide by the Bylaws, Rules, Regulations and Policies established by the REALTOR'S® Real Estate Association, 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 an Association as evidence of non-compliance with this Article.
- 18.3 Nothing in this Article prevents an Association 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.

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® 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.
- 20.2 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 may be initiated by the seller/buyer;
- b) or, if initiated by the REALTOR® must comply with Association Bylaws/Rules concerning solicitation and any applicable provincial or federal legislation or regulation; and
- c) 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.

ARTICLE 21 – CONDUCT UNBECOMING

A REALTOR® shall not engage in conduct that is disgraceful, unprofessional or unbecoming of a REALTOR®.

Interpretations:

- 21.1 This Article is intended to deal with conduct that, having regard to all the circumstances, is egregious in nature and goes beyond simple error.
- 21.2 “Conduct” in this Article is not restricted to conduct in the course of providing real estate services.

ARTICLE 22 – 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:

- 22.1 “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 Association/Association.
- 22.2 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;
 - e) whether the principal took remedial action when a violation by a REALTOR® or other personnel was discovered; and
 - 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 23 – CO-OPERATION WITH BOARDS / ASSOCIATIONS

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 Association or Association to which the REALTOR® belongs.

Interpretations:

- 23.1 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.
- 23.2 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.
- 23.3 Where a REALTOR® has reasonable and probable grounds to believe that:
- i) another REALTOR® has apparently breached the Code of Ethics and Standards of Business Practice; and
 - ii) 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 Association in writing with the reporting REALTOR'S® name, address and telephone number. The report should be made bona fide without malice or ulterior motive.

ARTICLE 24 – 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 Bylaws, Rules and Regulations of their local Board/Association.

Interpretations:

- 24.1 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.
- 24.2 Where a REALTOR® fails to submit a dispute to arbitration in accordance with the applicable Bylaws and Rules and Regulations, this Article may be pleaded as a defence in any other action or proceeding.
- 24.3 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 25 – INTER-ASSOCIATION 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 Bylaw 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 Bylaws and Rules and Regulation of the Canadian Real Estate Association (CREA).

Interpretations:

- 25.1 Interpretations 24.1, 24.2, 24.3 also apply to Article 25.

ARTICLE 26 – AVOID CONTROVERSIES

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

Interpretations:

- 26.1 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.
- 26.2 “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.
- 26.3 A REALTOR® should not disrupt or obstruct a disciplinary investigation or proceeding relating to the alleged misconduct of another REALTOR®.
- 26.4 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.
- 26.5 A REALTOR® should not intentionally impede a disciplinary investigation or proceeding by filing multiple complaints based on the same event or transaction.

ARTICLE 27 – CREA TRADEMARKS

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

Interpretations:

- 27.1 A REALTOR® shall not challenge the validity of CREA’s Trademarks.
- 27.2 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.
- 27.3 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.
- 27.4 REALTORS® are responsible for ensuring that buyers and sellers, for whom they are providing any service, as well as any other third parties in any way involved in transactions, do not use CREA’s Trademarks in any unauthorized manner. This obligation includes the requirement to contractually protect CREA’s Trademarks as set out in CREA’s Policies.

ARTICLE 28 – INTELLECTUAL PROPERTY RIGHTS OF BOARDS / ASSOCIATIONS

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

Interpretations:

- 28.1 REALTORS® shall only access and use the websites and other databases of Associations, Boards, CREA and other REALTORS® in accordance with the policies for use established by the owner of the site.
- 28.2 REALTORS® should not infringe the copyright or other ownership interest of another REALTOR® in his/her Listing.
- 28.3 A REALTOR® shall not use the trade names or trademarks 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 meta-tags.

ARTICLE 29 – REALTORS® ACTING AS PRINCIPAL

A REALTOR®, when acting as a principal in a real estate transaction, remains obligated by the duties imposed by the REALTOR® Code.

Interpretations:

- 29.1 A REALTOR® is acting as a principal when he or she is buying or selling or attempting to buy or sell an interest in the property either directly, on his or her own behalf or through an entity which the REALTOR® holds any direct or indirect interest.

7. PRINCIPLES OF COMPETITION

The purpose of a listing service operated under the MLS® trademark is the orderly correlation and dissemination of listing information to its Members so that through co-operation in the marketing of property REALTORS® may better serve the buying and selling public. Member real estate Boards and Associations shall not undertake any activity or enact or enforce any rules which run contrary to these guidelines subject to any applicable laws, government statute, ordinance or regulation and to any final degree of any court or administrative agency.

Therefore, Member real estate Boards and Associations must not:

- a) Fix, establish, suggest, maintain or control the commission rates or fees for MLS® or other listing services or any services to be rendered by Members.

Interpretation I

References to “fees” exclude charges by Boards or Associations to Member for Board or Association Services.

- b) Fix, establish, suggest, maintain or control the division of commission of fees between co-operating Members or Members and non-Members.

Interpretation I

Boards and Associations may require that Listing Brokers indicate the commission available to a Selling Broker with respect to a particular transaction and require that such compensation be paid by the Listing Broker unless the Listing Broker and Selling Broker have mutually agreed to alter said commission.

Interpretation II

In those cases where the Listing Broker is also the Selling broker and the Listing broker is reducing the commission rate or fee, require that the Listing Broker disclose he or she is reducing his or her commission to all Brokers with competing offers to purchase, in order that such competing Selling Brokers shall not be at a disadvantage and that the vendor shall receive the full benefit of competition from such Selling Brokers.

Interpretation III

Member Associations and Associations may arbitrate or mediate disputes regarding fees or commissions between Brokers, persons acting on their behalf, or offices in connection with a specific transaction.

- c) Require financial support of the Multiple Listing Service operation by any formula based on commissions charged for the provision of real estate services.

- d) Finance a Multiple Listing Service by any formula based on sales price, unless that fee does not exceed \$400.00 as increased in accordance with any increases in the Consumer Price Index as published by Statistics Canada and experience since January 2000.
- e) Require or agree with a publisher or publication in which the Board or Association has no financial interest or refuse any type of advertising from Members or non-Members including refusals based on the commission rate or fees contained therein or recommend the type of advertising to be accepted by such publishers/publications.

Interpretation I

Member Boards and Associations may restrict advertising in Board/Association publications to advertising concerning real property and certain size limitations and minimum periods as necessary for the efficient operation of the publication provided such restrictions be applied uniformly to all potential advertisers.

Interpretation II

Member Boards and Associations may require advertising of a listing contain certain basic information relating to price and description of the subject property.

- f) Prevent or restrict advertising by Members of commission rates or fees, or advertising of for sale by owner or other consultative services, or offering or advertising of inducements, incentives, gifts, prizes, refunds or rebates.

Interpretation I

Advertising means advertising of any description including the posting and use of signs by Association compilations of MLS® listings whether in an MLS® book or other MLS® database are not included in the term "advertising" for the purpose of these Principles of Competition.

Interpretation II

Member Boards and Associations may enforce advertising restrictions, which relate to the use of trademarks owned by The Canadian Real Estate Association, provided that such restrictions shall not contravene any section of the Competition Act.

- g) Generally, restrict advertising by Members or non-Members unless the advertising is false or misleading, prohibited by law or restricted at the request of the vendor.

Interpretation I

Interpretation I of Section f above applies.

Interpretation II

Interpretation II of Section f above applies.

- h) Prohibit or discourages co-operation with non-Members.

Interpretation I

Board Associations and Associations may restrict non-Members from offering MLS® listings. Likewise, the Association may restrict non-Members from having access to MLS® services except through Members co-operating on specific listings for which Associations may charge fees for such MLS® services.

- i) Limit or interfere with the terms of the relationship between Members.
- j) Require Brokers or Associates work full time in real estate sales, brokerage or related industries as a condition of Membership although Membership may be terminated based on complaints that Member(s) are proven not available to serve the public on a regular and consistent basis and/or in accordance with standards of competence and integrity necessary to serve the public.
- k) Refuse Membership in a Board or Association to any Broker or Associate unless they fail to meet uniform and reasonable financial and educational criteria or standards of

competence, integrity and character that are reasonably necessary for the protection of the public.

Interpretation I

A Board or Association may require that all sales personnel in an office or related office become Members of that Association in those cases where one person in an office is a Member of such Association so as to avoid use of such Association's services by non-Members without payment.

Interpretation II

Interpretation I of Section 8 above applies.

Interpretation III

A Board or Association may refuse Membership to applicants or expel Members who have been convicted of a criminal offence that reflects on the integrity and character of the applicant or Member.

- l) Reject a Listing submitted to the MLS® system by a Member on the basis of price, commission rate or fees contained in the listing.
- m) Prohibit or discourage a Member from accepting a listing from a vendor preferring to give "office exclusive".

8. CODE OF ETHICS

Under all is the land. Upon its wise utilization and widely allocated ownership depend on the survival of 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 molding 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 Associations, 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 professional 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 defense. Penalties for violation of the REALTOR® Code shall be established by the local Association or other body authorized to conduct discipline proceedings.

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:

- i. professional, competent service
- ii. absolute honesty and integrity in business dealings
- iii. co-operation with and fairness to all
- iv. 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.

9. CONFERENCE & MEETING ATTENDANCE

9.1 Representation

Unless otherwise passed by resolution at a meeting of the Board of Directors, the official Voting Delegate for the Association to the various Real Estate Associations listed below shall be as indicated based on the number of votes allocated to the Association.

9.2 Alberta & Canadian Real Estate Association Representative/Liaison

- | | | |
|----|-------------|---------------------------|
| A. | Chair | Voting Delegate |
| B. | Past-Chair | Voting Delegate |
| C. | Chair-Elect | 1 st Alternate |

9.3 Funded Attendance

Unless otherwise passed by resolution at a Board of Directors meeting, the following shall constitute the Policy that shall apply with respect to who shall attend the various conferences and meetings, and other expenses that shall be reimbursed for attendance at said events:

Directors' and Executive Officer:

- i. registration fee;

- ii. accommodation as required to attend the Annual General Meeting and other such seminars or meetings as may be required and directly pertaining to the business of the Association;
- iii. travel expense;
- iv. meal allowance; and
- v. other expenses as per policy

Spouse/Guest of Chair and Executive Officer (where applicable)

- i. guest registration fee;
- ii. travel expense;
- iii. meal allowance

9.3.1 Alberta Real Estate Association (AREA) and Canadian Real Estate Association (CREA) Annual General Meeting(s)

The Chair, Past Chair, Chair-Elect and Executive Officer, when traveling to the AREA and CREA Annual General Meetings or any other AREA/CREA meeting, shall be reimbursed for their expenses in accordance with Association Policy.

9.3.2 National Association of Realtors (NAR) & Banff Western Connection Conferences

- a) The Chair, Executive Officer, and their accompanying spouse/guest, shall attend and receive complimentary registration, accommodation, and travel to attend the National Association of Realtors Conference/Leadership Conference/Banff Western Connection Conference, which includes all events normally included by a paying delegate or guest.
- b) The Chair and Executive Officer shall be entitled to claim for other expenses in accordance with Association Policy, including but not limited to meals and other expenses not provided for and included with the conference registration.

9.3.3 Canadian Real Estate Association Spring Leadership Conference

- a) The Chair, Past Chair, Chair-Elect and Executive Officer shall attend and receive complimentary registration, accommodation, and travel to attend the CREA Leadership Conference normally held alongside the CREA AGM, which includes all events normally included for a paying delegate or guest.
- b) The Chair, Past Chair, Chair-Elect and Executive Officer shall be entitled to claim for other expenses in accordance with Association Policy, including but not limited to meals and other expenses not provided for and included with the conference registration.

9.3.4 AREA Provincial Leadership Fall Meeting

The following representatives shall attend the event as CREA representatives and be reimbursed for their representation:

- a) Executive Officer
- b) Chair
- c) Past Chair
- d) Chair-Elect

9.3.5 CREA PAC Days

The following representatives shall attend the event as CREA representatives and be reimbursed for their representation:

- a) Executive Officer
- b) CARA PAC reps as determined by MP ridings assigned to the Association by CREA

9.3.6 AREA Government Liaison Days

The following representatives shall attend the event as CARA representatives and be reimbursed for their representation:

- a) Executive Officer
- b) Advocacy Chair
- c) Advocacy Staff Person
- d) Chair
- e) Chair-Elect

9.4 Director Conference Attendance Policy

9.4.1 Conference Budget

A Director shall be given a Conference and Education budget of \$20,000.00 for their three-year term of office. These monies will only be used to attend conferences or education opportunities that are of a real estate nature or can be shown to have a benefit to the attendee's role as a director for CARA. Examples of such events would be (but are not limited to): NAR Annual Conference and Trade Show, NAR mid-year conference, Banff Western Connection, AREA Leadership Conference, OREA Ignite, TREB Annual Conference, Inman. Conferences or Awards events would not qualify in this category. A Director must request and obtain approval for events they wish to attend prior to registering for said event.

9.4.2 Executive Track

If a Director enters the Executive Leadership track of the Association and must serve an additional 1 or 2 years to fulfill their obligations, then their Conference Budget will be pro-rated as required to meet the term extension.

9.4.3 Accountability

Directors and Staff are attending conferences in an official capacity for the Central Alberta REALTORS® Association. In such capacity, they are expected to be fully engaged and active as part of their duties. If the Directors feel that an attendee has failed to adequately meet their obligations of participation as a representative of CARA, the Board of Directors may vote to decide to ask an attendee to reimburse the Association for its expenses.

9.5 General

- a) The Association will pay directly for conference registration fees, air travel, accommodation, and pre-ticketed meals.
- b) A meal allowance, less any meals included in the registration fee, will be paid to the Chair and Executive Officer in advance of the event being attended.
- c) All other expenses such as telephone, valet parking and gratuities must be paid for by the individual substantiated by receipts and claimed for reimbursement on the expense claim form.
- d) Claims will not be accepted for personal expenditures (i.e. liquor, movies, medicine, etc.).
- e) Expense Claim forms MUST be submitted for payment within 30 days following the event otherwise reimbursement will not be paid.

- f) The Association shall reimburse Directors' expenses incurred in connection with attendance at PRE-APPROVED meetings or functions in accordance with the expense schedule as set out in this policy.
- g) Unless specifically provided, the Directors shall be responsible for the payment of their own expenses incurred to attend Association meetings or functions.
- h) To be eligible for reimbursement by the Association, all expenses shall be directly related to the pursuit of the aims and objectives of the Central Alberta REALTORS® Association.
- i) Unless specifically provided for in other sections of this policy, any expense incurred by a Director which is not in accordance with the expense schedule, shall be reviewed, and approved by the Board of Directors before payment is made.
- j) The Association shall not be responsible for medical, hospital or ambulance claims incurred by a Director conducting Association business.
- k) Within (fifteen) 15 days of receipt of the completed expense claim form, the Executive Officer shall determine the validity of the claimed expense, which shall be substantiated by receipts and then reimburse the Director.
- l) Barring unforeseen circumstances, attendees are expected to participate in a reasonable number of sessions/events during the conference.
- m) When traveling to the United States, and provided expenses have been paid in US funds, reimbursement shall be paid in \$CND funds using posted rate on day of departure at the Association's bank of record.
- n) Each attending Director/Staff may be asked to submit a report summarizing their activities at the Conference which should detail sessions/events they attended with a brief synopsis of each and observations/takeaways from them as well. Any information of importance to the Board they may have discovered during their attendance should also be included.

9.6 Expense Schedule

9.6.1 Travel

- a) AIR TRAVEL – the Association will book economy fare or reimburse for the equivalent amount if self-booking.
- b) PERSONAL AUTOMOBILE – the current Government of Canada automobile allowance rate; not to apply to passengers and not to exceed equivalent airfare.
- c) PARKING – parking expenses shall be allowed.
- d) OTHER TRANSPORTATION – Cost shall not exceed equivalent airfare. The lesser of the actual cost incurred, or a reasonable charge under the circumstances.

9.6.2 Meal Allowance

- a) The daily maximum for meals for travel in Canada shall be \$130.00 per day, allocated as:
 - i. Breakfast \$30.00
 - ii. Lunch \$35.00
 - iii. Dinner \$65.00

The daily maximum for meals for travel in the USA shall be \$130.00 USD per day, allocated as:

- i. Breakfast \$30.00 USD
- ii. Lunch \$35.00 USD
- iii. Dinner \$65.00 USD

- b) No claim can be made if the meal was included in the conference registration, or meeting or pre-arranged Director's dinner and which the individual chose not to attend.
- c) The Chair shall be given a \$300.00 Hospitality allowance to host social events.
- d) No receipts will be required for any meals or beverages. Should actual meal costs exceed the allowance, only the amount of the allowance will apply, and this will be calculated on a per meal basis.
- e) When groups of Directors dine together, the person who paid for the meal in accordance with the above limits shall only make the meal claim. The person making the claim shall identify the names of Directors with whom he/she dined.

9.6.3 Accommodation

- a) Allowable expense for hotel accommodation shall be the lesser of:
 - i. standard rack rate, double occupancy room or;
 - ii. the rate actually charged for the accommodation arranged and booked by conference and Association employees.

9.6.4 Special

- a) Notwithstanding the expenses allowed in policy for the spouse/guest of the Chair and Executive Officer, in the event that a spouse or any other person accompanies a Director, all incremental costs incurred by the Association because of the guest's attendance at official functions shall be invoiced to the Director.
- b) In accordance with legislative requirements, the Association shall issue required Revenue Canada forms for all taxable benefits.
- c) Committee Chairpersons and Committee Members, when traveling to Association meetings or functions, will adhere to the mileage expense schedule applicable to Directors.

10. GENERAL MEMBERSHIP MEETINGS

10.1 Annual General Meeting

- a) The Annual General Membership Meeting of the Association shall be held during the month of January, February or March and on the day, hour and place as shall be determined by the Directors.
- b) At the Annual General Membership Meeting, the Directors shall present to the Members the Annual Report dealing with the affairs of the Association for the previous year, an audited financial statement of the Association as required by the Corporations Act, the Auditor's report and such other information as the Board of Directors may determine.

10.2 Special General Meeting

A Special General Membership Meeting may be summoned by the Directors at such time and held in such place, as the Directors shall determine.

10.3 Notice of Meetings

- a) The Directors shall summon a Special General Membership Meeting whenever requested in writing to do so by 10% or more of the Members in good standing. A written request shall state clearly the nature of the business to be transacted at such meeting. If, after receiving a written request, the Directors do not, within fourteen (14) days thereafter

summon a Special General Membership Meeting of the Association, the Members making the written request or any other 10% or more of Members in good standing may themselves summon the said meeting.

- b) At least ten (10) business days prior to any Annual or Special Membership Meeting, a written notice, stating the time and location of the meeting, along with details of the nature of the business to be transacted at the meeting shall be communicated and or delivered to each Member by regular mail, e-mail, courier and whenever possible by electronic method.

10.4 Quorum

40 Members, representing at least 3 different brokerages, in good standing and present at the beginning of and throughout an Annual or Special Membership Meeting, shall constitute a quorum at any Membership Meeting of the Co-Op.

10.5 Voting

- a) Members in good standing and present shall have one (1) vote at all meetings of the Association.
- b) Proxy votes are forbidden.
- c) Only a Member entitled to vote has the right to vote on:
 - i. Any matter relating to the Association's finances; and/or
 - ii. Amendments to the Bylaws
- d) Only Members entitled to vote and present at a Member's meeting shall be allowed to vote.
- e) If at any meeting a ballot vote is demanded on any issue, the ballot vote shall be held in the manner and at a time during the meeting as the Chairman shall direct, and the results of the ballot vote shall be deemed to be the decision of the meeting.
- f) Where, after a show of hands, a ballot vote is demanded, the Chairman may refuse to conduct same if, in his/her opinion, it appears that such a procedure would not serve any useful purpose in reaching a clear decision on the resolution being voted on.

10.6 Distribution of Meeting Minutes

10.6.1 Annual & General Meeting

A copy of the minutes from the previous year's meeting shall be given out at the start of the subsequent Annual General Meeting to:

- i. each Director, Broker, Associate Broker, Associate;
- ii. the Association's Auditor and Solicitor

10.6.2 Board of Directors

- a) A copy of the minutes from the Directors' meetings shall be given to:
 - i. each Director, at least 7 days in advance of the next Directors' Meeting;
 - ii. a Member may, upon providing written request to the Executive Officer, attend at the Association office to review the official minutes of the Directors' meetings.
- b) A Member shall not be permitted to make a copy/copies of the minutes, and shall not be permitted to remove the minutes from the Association Office.

10.6.3 Task Force, Committees, Ad Hoc

A copy of the minutes from the Directors' meetings shall be given to:

- i. the Chairman and Committee Members in advance of the next meeting;
- ii. the Board of Directors as required

11. EDUCATION

11.1 Course Cancellation

- a) Any Member who registers for an Association and/or AREA run seminar or course and who fails to attend without notifying the Association 48 hours in advance of the date set for the seminar or course will be assessed the great of a non-cancellation fee of \$20.00 or the actual cost of the seminar/course.
- b) AREA licensing courses are non-transferable.

12. ELECTION OF DIRECTORS

12.1 Nominating Committee Process

- a) Nominations for Directors shall be made by a Nominating Committee, which shall be appointed by the Chair;
- b) The Committee shall have at least four (4) Members, which represents the Membership;
- c) No Member of the Nominating Committee shall be nominated by the Nominating Committee.
- d) In the event any appointee is unable to act, the Chair shall appoint one or more Members to complete the Nominating Committee. The Chair shall act as the Chair of the Nominating Committee.

12.2 Election of Board of Directors

- a) Each year there shall be an Election for the purpose of electing the Members to replace the Directors whose terms are expiring.
- b) To be eligible to become a Director a candidate must first be a Member of the Association for a minimum of twenty-four (24) continuous and consecutive months and be a Member in good standing.
- c) To fill the office of Chair or Chair-Elect, the following qualifications shall apply:
 - i. to be eligible for the office of Chair, a candidate must have served a minimum of one (1) full and consecutive years as a Director of the Board, immediately prior to assuming the position;
 - ii. to be eligible for the office of Chair-Elect a candidate must have served a minimum of one full year as a Director, immediately prior to assuming the position;
 - iii. immediately re-elected Directors shall be eligible for the office of Chair-Elect
- d) If the term of the Member who is the Chair-Elect expires prior to that Member serving his/her term as Chair, that Member shall be appointed as Chair for a one-year term by the Directors.
- e) If the term of the Member who is the Chair expires prior to that Member serving his/her term as a Past-Chair, that Member shall be appointed as Past-Chair for a one-year term by the Directors.

- f) The Directors, upon election or declaration of their acclamation, shall assume office for a three-year term, and shall remain in office until their successors are elected or appointed.
- g) Retiring Directors shall be eligible for re-election to the Directors.
- h) At no time shall more than two (2) Members of any one real estate Brokerage, partnership or business serve on the Board of Directors where the two individuals hold interest, but at no time shall more than three (3) Members on any one real estate Brokerage, partnership or business serve on the Board of Directors.
- i) Notwithstanding the restrictions set out in (h), if during the course of his/her term as Director, a Member becomes employed with a Brokerage that already has three Members sitting as Directors, which would cause the Member to become the fourth Director employed with the same Brokerage, the Board of Directors may waive the restriction in (h) and, at their sole discretion, permit said Member to complete his/her term in office.
- j) Sub-section (h) above shall not prevent more than three Members from the same Brokerage from running for election to the Board of Directors, provided that those Members must agree before the election who will withdraw his/her name should more than three of the Members from the same Brokerage be elected, and provided that the Voting Members are, at some time before the Election Meeting, advised of this provision and the possibility that one or more of those Members may decline to take office even if elected.
- k) Immediately following the election, the Chair or delegate shall notify all successful Candidates of the election results. In addition, the names of the elected Candidates shall be printed on the next published bulletin.

12.3 Voting Procedure

- a) Not later than three (3) weeks after the date of the close of nominations, the Executive Officer shall make available, an electronic voting ballot for each Member entitled to vote;
- b) Voting ballots shall be displayed and available only to Voting Members on the platform/software designated for the election, via their membership logon and password;
- c) Voting results are kept strictly confidential and can be accessed only by the Executive Officer and Election Returning Officer;
- d) The names of all the eligible candidates shall appear in alphabetical order on the electronic voting ballot, without any other distinguishing marks.
- e) Voting Members shall place an "X" opposite the name(s) of the candidates of his/her choice on the electronic ballot.
- f) In order to meet the requirements for the election, Members shall cast their vote **NOT LATER THAN 11:59 A.M. (Mountain Time) ON THE DAY OF THE ELECTION.**
- g) Ballots shall be deemed valid and counted in the total number of votes, if the voter has clearly indicated with an "X" his/her choice for not more than the number of candidates to be elected.

12.4 Election Day Procedures

- a) At 12:01 p.m. (Mountain Time) the Election Returning Officer and the Executive Officer shall count the electronic votes cast for each candidate.
- b) When all of the ballots have been counted, and the results reveal that candidates have received the highest equal number of votes for the same position, then the Election Returning Officer shall conduct a tie breaking protocol to determine and declare a winner for that position.

- c) To conduct a tie breaking protocol to determine and declare a winner, the Election Returning Officer shall, on separate pieces of paper, print the names of those candidates who tied and are competing for the same position.
 - i. fold the papers, hiding the identity of each candidate;
 - ii. place the papers into a closed container;
 - iii. randomly draw a paper from the box.
- d) Providing that Candidate is not declared disqualified under the provisions of the By-Laws and/or Rules and Regulations, the Candidate whose name is drawn by the Election Returning Officer shall be declared the winner and elected as a Director.
- e) In the event the Candidate is declared disqualified, the Election Returning Officer shall draw additional names until the name of a Candidate who is qualified is drawn, and that candidate shall be declared elected.
- f) At the conclusion of counting, the votes will be tallied and recorded by the Executive Officer.

13. FINANCE

13.1 Entrance / Application Fees

- a) The Board of Directors shall determine entrance fees for all classes of Membership from time to time.
- b) Entrance fees shall be payable at the time of submission of the application for Membership.
- c) An applicant, who holds Membership for a full quarter, or any part thereof, shall pay the full applicable quarterly fee.
- d) Entrance fees are non-refundable once the Board of Directors has approved the application for Membership.

13.2 Annual Dues & Member Fees for Service

- a) In addition to entrance fees, the Board of Directors shall determine annual dues and fees for service from time to time.
- b) The dues and fees may be increased annually by the Cost of Living Allowance (COLA) based on the percentage published annually in December by Stats Canada, specific to Alberta.
- c) Notwithstanding Section 13.2, sub-section b), the Board of Directors reserves the authority to circumvent this policy annually, prior to the preparation of the annual Operating Budget, if, in their sole and absolute discretion, deem an increase is not warranted.

13.3 Payment of Fees and Dues

- a) Members and applicants for Membership shall pay fees and dues, which shall be due and payable as and when prescribed herein, as determined by the Directors from time to time.
- b) Each person shall pay the applicable entrance fee at the time of submission of his or her application, as determined from time to time by a resolution of the Board of Directors. Any and all fees billed to a new Member shall be due and payable within seven (7) days of invoicing. Failure to pay will suspend processing of the new membership until such time as the billing is made current and whole.

- c) A previous Member re-applying for Membership shall be required to pay the re-entry fee, provided the re-application for Membership is received not more than twenty-four (24) months from the date the previous Membership ceased to exist.
- d) A transfer fee and a re-entry fee shall be set for all classes of Membership with the amount to be determined by the Directors from time to time.
- e) Where a current Member applies for a Brokerage Membership, the amount of the entrance fee the Member originally paid shall be applied against the current Brokerage Membership entrance fee.
- f) A Brokerage Member who made application and received approval for Membership shall not be required to again pay the entrance fee if he/she terminated the Brokerage Membership and then applies to re-activate the Brokerage Membership within two (2) years from the date of termination, provided he/she has maintained continuous Membership with the Association.
- g) Where one or more Members that have maintained an active and continuous Membership in the Association create a new Brokerage through amalgamation, merger or share transfer, the entrance fee for Brokerage Membership to the Association shall be waived upon the new Brokerage filing with the Association, a copy of the agreement detailing the changes including, if applicable, any name change.
- h) Each Brokerage Member or Member shall pay the monthly fee for Membership in the Central Alberta REALTORS® Association along with any other fees that are determined to be billable on a regular basis.
- i) In accordance with Sub-section 13.2(a) above, the monthly Membership fee shall be invoiced to the Brokerage Member or Member, which/who shall be responsible for payment of it.
- j) The monthly Membership fee shall be invoiced at the first of each quarter and shall be due and payable on or before the 30th day after the billing date.
- k) Each Brokerage Member shall be responsible for notifying the Association, in writing, prior to the start of a new quarter, of their intention to terminate a Member from their office. Brokerage Members who fail to notify the Association of said termination shall be responsible for one full months fees for that member. The full amount owing shall remain on the Member account.
- l) No refunds will be payable to a Member who terminates his/her Membership before the end of the quarter for which the fees were paid.
- m) Any fees and/or other monies owing the Association and unpaid subsequent to the 60th day after the billing date shall be subject to a \$100.00 late penalty charge, plus interest at the rate of two percent (2%) per month on the unpaid balance, until such time the monies are paid.
- n) In addition to the payment of fees and dues above noted, all Members, including Honorary and Affiliate Members, shall pay the annual AREA and CREA dues in amounts as prescribed from time to time. The Association MAY enter into agreement with one or more of the parties for the collection of fees on their behalf upon mutual consent.
- o) Payment of the prescribed entrance fee shall be deemed to convey to the Member any circumstances vested in the Member any proprietary interest whatsoever in the Association or its property.

13.4 Non-payment of Amounts Owed to the Association

- a) Where a Brokerage Member or Member fails to pay when due, any fees or other monies owed the Association, the Executive Officer shall forward a notice to such Brokerage Member or Member by electronic notice which may be accompanied by a posted letter, demanding payment thereof within five (5) days from the date of such notice. Such notice shall advise that should that Brokerage Member or Member fail to make such payment, the Membership of the Brokerage Member and each Member of that Brokerage Member or the Member shall be automatically and immediately suspended until such time payment is received.
- b) Any challenge to amounts billed by the Central Alberta REALTORS® Association to Brokers/Members/Affiliates must be made within ninety (90) days of the billing date or in cases where the end of the fiscal year end (December 31st) precludes the 90 days, then by the end of the second week of January of the following year.
- c) If a Brokerage Member or Member issues a cheque to the Association that is not honoured when presented for payment, the Executive Officer shall notify the Member, demanding payment in full, by cash or certified cheque, together with any bank service charges. Payment is to be received by the Association five (5) days from the receipt of the notice demanding payment. Such notice shall advise that should the Member fail to remit payment, the Membership of that Member shall automatically and immediately be suspended until such time payment is received.
- d) Where the Membership of a Brokerage or that of a Member is suspended under the provisions of Section 13.4(a), the Brokerage Member or Member may appeal such suspension to the Board of Directors, provided that the appeal is:
 - i. in writing and sets out in full grounds for appeal;
 - ii. received by the Executive Officer within fifteen (15) days from the date the notice demanding payment was sent to the Member and is accompanied by the outstanding amount of funds that gave rise to the suspension. Receipt of funds shall cause the suspension to be lifted until such time as the Board of Directors rules on the appeal
- e) Upon appeal, the Brokerage Member or Member shall have the onus to establish that such funds were not due or owing, and subject to compliance with Section 13.4(c), the Member may request to appear before the Board of Directors in order to do so.
- f) Where the appeal of a Brokerage Member or Member is successful, all or any part of the funds paid that were found not to be due or owing shall be refunded to the Brokerage Member or Member.
- g) Should the Brokerage Member or Member fail to appeal the suspension of Membership within the period herein set forth in Section 13.4(c) of this Article and fails to remit the outstanding funds owed the Association, then the Executive Officer shall immediately terminate the Membership of the Member for non-payment of fees. A notice shall be delivered to the Brokerage Member or Member advising him/her of the termination. In the case of a non-payment by a Member, a notice shall be sent to the Brokerage Member requesting the brokerage Member terminate that Member from their employ. Non-compliance by the Brokerage Member shall be considered a breach of this Bylaw and may be dealt with by the Professional Standards Committee and the Discipline Committee as provided for in this Bylaw.
- h) Notwithstanding any suspension or termination of Membership for any reason, any and all fees or monies owed the Association by a Member shall at all times constitute, be and

continue to be a debt owed the Association by such Brokerage Member or Member. Upon re-application or transfer of Membership to a new Brokerage Member in the case of a Member, the applicant shall repay such debt as a condition precedent to such application being approved by the Directors.

- i) If a Brokerage Member or Member is terminated or suspended, whether for failure to pay to the Association any amount owing or for any other reason, or if such Brokerage Member or Member resigns from the Association, any amount owing to the Association shall remain a debt owing to the Association until paid, notwithstanding the suspension or termination of services or Membership and upon reapplication by the Brokerage Member or Member, or any officer or director of such Member as a Member in any Membership category, the applicant shall repay such debt as a condition precedent of being approved by the Directors.
- j) The decision of the Board of Directors shall be final and binding with no rights to further appeals.

13.5 Banking

- a) The Board of Directors shall by resolution, determine the banking institution where the funds of the Association shall be deposited.
- b) The signing officers of the Association shall be any **TWO** of the following:
 - i. Chair;
 - ii. Chair-Elect;
 - iii. Past Chair;
 - iv. Executive Officer;
 - v. Bookkeeper
- c) When the borrowing of money requires that the property or other securities of the Association be mortgaged or otherwise pledged as collateral, the Directors shall first obtain approval of the Voting Members before mortgaging or otherwise pledging the property or securities as collateral.

13.6 Execution of Contracts

- a) Where the term “document” is used in this Section 13.6, it shall mean to include anything set out in writing that affects the Association in any manner and includes anything in writing pertaining to any property or securities owned by the Association and/or any financial or other obligations into which the Association has entered.
- b) The Chair and Executive Officer shall be authorized to sign any documents requiring the signature of the Association and once signed, the documents shall be binding on the Association. In addition to the appointed signing officers, the Directors may by resolution appoint any other person to sign documents on behalf of the Association, (i.e. auditor, solicitor) and such signing shall also be binding on the Association.
- c) In the absence of the Chair, or because of his or her inability to act for any cause, the Chair-Elect shall discharge all duties of the Chair and if neither officer is available, the Directors shall nominate one of their numbers to discharge the duties of the Chair.
- d) When and were persons authorized to sign documents on behalf of the Association, may place where necessary, the Corporate Seal on any document.

13.7 Financial Oversight

- a) The Directors shall appoint three (3) Members to serve a 2-year term EACH on the Finance Committee:
 - i. The Committee shall be composed of one (1) Director whom shall be appointed by the Directors and two (2) Members-at-Large whom shall be selected by the Directors through an application process in the months leading up to a sitting member's term expiring;
 - ii. No Committee member shall serve more than three (3) consecutive terms;
 - iii. If a vacancy occurs during the course of a calendar year then the Directors may appoint an interim member of the Committee for the duration of the calendar year
- b) The Chair-Elect shall chair the Finance Committee and will present the report and recommendations of the Committee to the Directors at its next meeting.
- c) The duties of the Finance Committee shall include:
 - i. Review and recommendation for approval of the budget for the coming year, which is prepared by the Executive Officer and Staff;
 - ii. Reviewing monthly internal financial statements which report actual results to date compared to the budget, prior year and perhaps projected results to year-end;
 - iii. Reviewing and recommending for approval the draft Annual Audited Financial Statements;
 - iv. Reviewing, investigating and recommending for approval any expenditure or investment not itemized in the annual budget;
 - v. Overseeing the investment portfolio of the Association and making any recommendations to the Directors for modifications;
 - vi. The committee will provide a mid-year report to the Directors.
- d) The Committee shall meet once a month with the option to adjourn over the summer. The chair shall determine meeting times and locations. The meeting must be held prior to the scheduled Directors' meeting.

13.8 Supplies & General Expenses

- a) Cost of re-sale supplies and other Association services shall be as set by the Executive Officer.
- b) A list of re-sale supplies is available from the Association upon request.
- c) Charges for social events and chargeable meetings may be made through the Association's billing system. Except in special circumstances, attendance not cancelled 48 hours before the event or meeting will result in the full charge being assessed.

13.9 Room Rental

- a) Room facilities are available for rental during regular business hours only.
- b) The Association's Boardroom may be rented to Members for real estate use at a charge to be determined by the Board of Directors. Refreshments supplied by the Association will be invoiced in addition to the room rental charge.

13.10 NSF Cheque Policy

- a) Any Member who issues a cheque to the Association that is not honoured when presented for payment shall be charged an administration fee reflective of current bank charges.
- b) Further, the Member shall be notified that payment, including the administration fee, noted in a), is required in full by cash or certified cheque within 5 days of the notice being sent to the Member.

14. MEMBERSHIP

14.1 Application Approval Process

- a) Applications of Broker, Associate Broker, Associate, Affiliate and Non-Licensed Affiliate Memberships shall be dealt with as follows:
 - i. the application shall be reviewed by the Executive Officer and if is complete in all aspects, the application may be temporarily approved by the Executive Officer. Such temporary approval shall allow the applicant access to the MLS® services and shall not be deemed to include any other Membership privileges;
 - ii. the Board of Directors shall consider all applications for Brokerage, Broker, Associate Broker, Associate, Affiliate and Non-Licensed Affiliate Memberships, including those that have been temporarily approved by the Executive Officer and if a majority of the Directors who are present at the meeting approve the application(s), the applicant(s) shall be admitted as a Member(s).

14.2 Application by a Former Member

- a) When a Former Member re-applies to become a Member, and the time elapsed has been more than 12 months but less than 24 months:
 - i. the Member does not need to complete nor pass the Association Orientation course, or an equivalent course approved by the Directors;
 - ii. the Member shall complete the MLS® Computer Training course; and
 - iii. the Member shall pay a re-entry fee as may be set from time to time by the Directors.

14.3 Reinstatement / New Application for Ex-Members

- a) An ex-Member of the Association who has forfeited his or her Membership or who has been expelled pursuant to the provisions of these Bylaws, may at any time within twelve (12) months after the date of such forfeiture or expulsion, upon written application presented to the Directors, apply for reinstatement as a Member of the Association.

14.4 Contingent Membership

- a) Each applicant for Membership, regardless of classification, shall be temporarily approved until such time he/she has:
 - i. been approved by the Board of Directors;
 - ii. completed the Orientation Course; and
 - iii. completed the MLS® computer training course
- b) A temporarily approved Member shall be entitled to receive MLS® services only.

- c) Upon completion of the Orientation and MLS® computer training course, the Member shall be approved for full Membership with the Association and receive all privileges and services associated with their Membership classification.
- d) In the event the applicant is rejected for Membership, or withdrawal of an applicant for Membership prior to approval by the Board of Directors, fees and dues submitted shall be returned in full to the applicant, less money owed the Association for services and or supplies received during the temporarily approved period.

14.5 Effect of Refusal of Membership

If Membership in any Membership category is denied, the filing fee shall be refunded and a notice of the Membership refusal with reason is to be provided to the applicant and the Brokerage.

14.6 Termination/Suspension of Membership

- a) Membership ceases to exist:
 - i. upon the death of an individual member;
 - ii. upon the dissolution, filing of a proposal of bankruptcy, becoming bankrupt or insolvency of a Brokerage Member;
 - iii. upon the suspension or termination of the Member's registration under the Act;
 - iv. upon the Executive Officer receiving written notification of the Member's resignation, which shall be effective when the Executive Officer receives it; or
 - v. upon the occurrence of some other event in accordance with this Bylaw, including but not limited to the provisions of Section 15.4 above; the provisions of Article 1; the provisions of Article 2 and the provisions of Article 14; or
 - vi at the discretion of the Board of Directors.
- b) Termination, resignation or suspension of Membership for whatever reason shall not relieve a Member from any of his/her/its monetary and /or other obligations arising before the effective date of termination, suspension or resignation of Membership.
- c) The Directors may, at their discretion, suspend or expel a Member who has failed to pay after ten (10) business days' notice, any dues or other monies payable to the Association.
- d) The Directors may, at their discretion, after providing the Member the opportunity of a hearing and an appeal, fine, suspend or expel any Member who fails to observe these Bylaws, or who may be found guilty of unethical or dishonest practice or conduct not in keeping with the standards of the Association and contrary to these Bylaws or the intent of the Code of Ethics annexed hereto, or who fails to observe the Rules and Regulations of the Association. The decision of the Directors shall be final and binding.
- e) The Executive Officer shall give at least ten (10) business days' notice directed to the Member at the Member's address last registered in the office of the Association advising the Member of the time, place and date of the hearing. The decision of the Directors shall be communicated to such Member by registered mail directed to the Member's address aforesaid, and in the case of expulsion, the Member shall lose all rights and privileges of Membership in the Association.
- f) In applying for and accepting Membership in the Association, the Member releases the Directors, officers, Members, servants and Associates of the Association, from all claims, suits, actions, causes of action and demands of whatever nature and kind either directly or indirectly which may arise as a result of his or her application for Membership in the Association or from any arbitration or disciplinary proceedings which may be taken, or purported to be taken by the Association pursuant to these Bylaws, Supplementary Rules

and Association Policy or in connection with any other act done by or on behalf of or relating to the business of the Association.

- g) The Directors may at any time require any Member to produce a copy of the latest Financial Statements or Letter of Financial Standing signed by a Chartered Professional Accountant or a copy of the Brokerage's Opening Financial Statement signed by a Chartered Professional Accountant.
- h) If the Membership of any Member of the Association is terminated by the Real Estate Council of Alberta (RECA), AREA or CREA, the Membership of that Member in this Association is deemed to be automatically and immediately terminated.
- i) Any Member whose Membership has been suspended shall **NOT** be entitled to receive the following services:
 - i. MLS® Services and Broker Load Privileges;
 - ii. New listings shall not be services for that Member, however, will be accepted using the Broker's name as the Listing Associate;
 - iii. Association services and/or privileges including the right to attend meetings or vote either in person or by proxy.

14.7 Brokerage Duty to Report Membership Changes

No licensed real estate agent or individual can be working with or for a Brokerage unless their affiliation has been reported to the Association. It is the responsibility of the Brokerage to keep the Association fully informed of all membership changes within their Brokerage.

- a) Brokers agree to have all newly licensed individuals of the Brokerage apply for Association membership within two business days after RECA licensing.
- b) When a former member is reinstating as an Associate or Associate Broker, upon confirmation of RECA licensing for the reinstating member, the Broker must submit the REINSTATEMENT of Membership form and fees within two business days.
- c) When a Broker terminates the RECA license of an Associate or Associate Broker, it must be reported to the Association by submitting the TERMINATION of Membership form within two business days. If an Associate or Associate Broker terminates their license or fails to renew their RECA license, the Broker has the same duty to report the change within two business days.
- d) When an Associate or Associate Broker transfers to a different Brokerage, it is the responsibility of the TRANSFERRING Broker to report to the Association within two business days by submitting the appropriate Association forms.
- e) Consequences for non-reporting may result in the Broker being assessed a late reporting fee of \$250.00.

15. MULTIPLE LISTING SYSTEM® (MLS®)

15.1 Commissions

- a) The Central Alberta REALTORS® Association does not:
 - i. fix, control, recommend or suggest commission rates or fees for services rendered by members;
 - ii. fix, control, recommend or suggest any percentage division of commission or fees between co-operating Members or between Members and Non-Members;
 - iii. intend or imply the existence of any contractual relationship between it and the Seller (Vendor)

15.2 Authorized MLS® Forms

Only forms derived from and approved by the Alberta Real Estate Association and the Alberta Harmonized Practice and Business Rules can be used by members in connection with the MLS® system.

16. NOTICE DELIVERY

- a) For the purpose of these rules, business day shall mean every day except Saturday, Sunday and those days designated as Canadian statutory holidays.
- b) Unless explicit in this Bylaw, any letter, notice, document, or any other material (hereinafter collectively referred to as Notices) required or permitted to be given or forwarded by the Association or its Officers, Directors, Employees, representatives, Committees, Committee Members or Hearing Panels may be:
 - i. sent electronically (e-mailed and/or faxed) to a Member at its/his/her e-mail address or fax number on file with the Association;
 - ii. mailed by regular or registered mail addressed to a Member at its/his/her address on file with the Association;
 - iii. delivered personally (or by courier) addressed to a Member at its/his/her address on file with the Association.
- c) If Notices that are e-mailed, mailed, faxed, couriered, or personally delivered to a Member and are subsequently returned to the Association on two (2) consecutive occasions because said Member cannot be found, then the Association need not attempt to send further Notices to said Member until he/she informs the Association, in writing, of his/her new address.
- d) Notices that are delivered by e-mail or fax are deemed received by the addressee on the same business day.
- e) Notices that are delivered by regular mail (Canada Post) shall be deemed to have been received by the addressee on the third (3rd) day (not including day of mailing).
- f) Notices that are delivered by registered mail (Canada Post) shall be deemed received by the addressee on the fifth (5th) day from the date registered by the Association, according to the records of Canada Post.
- g) Notices that are delivered personally or by courier shall be deemed received when delivery is made to the address of the Member on file with the Association.

17. CHAIR OF THE ASSOCIATION

- a) Complimentary tickets and cash are given to the Chair and spouse/guest, for all Association social functions, Conferences for hospitality and meetings.
- b) All functions at which the attendance of the Chair is requested shall be at the expense of the Association.
- c) The Chair is the official spokesperson and is empowered to represent the Association's views.
- d) While in office, the Chair shall always represent solely the view of the Association, and not that of his/her respective company.
- e) As per 3.1 a) and b) of these rules, the outgoing Chair shall be presented a certificate and cheque to honour their term in office.

18. EXECUTIVE OFFICER

- a) The Executive Officer shall be appointed by the Board of Directors to serve as the secretary/treasurer for the Association.
- b) All functions at which the attendance of the Executive Officer is desired or required, shall be at the expense of the Association.
- c) Complimentary tickets and cash for hospitality shall be given to the Executive Officer and spouse/guest for all Association functions.
- d) The Executive Officer and Bookkeeper shall have authority to co-sign cheques up to and including \$10,000.00
- e) The Chair is the official spokesperson and is empowered to represent the Association's view. In the absence of the Chair, the Executive Officer is empowered to represent the Association.

19. USE OF SYMBOLS

19.1 Association and CREA Trade Marks

- a) The Directors may from time to time endorse any mark, symbol, design, device or crest for use by the Association and any of its Members.
- b) The trademarks of the Canadian Real Estate Association (CREA) specifically, but not limited to MLS® and/or REALTOR®, are hereby adopted and endorsed as an official crest of the Association and terms of reference for its use are the same as those adopted by CREA, which by this reference are deemed to be include din this Bylaw.

19.2 Membership with AREA and CREA

- a) The Association shall be a Member of the Alberta Real Estate Association (AREA) and the Canadian Real Estate Association (CREA) and by virtue of this Membership, all Members of the Association are deemed to be Members of AREA and CREA and shall be subject to their Bylaws, Rules and Regulations.

20. PERSONAL INFORMATION STATEMENT

20.1 Uses for Information

- a) The Central Alberta REALTORS® Association uses the personal information provided verbally or in writing by Members upon application for Membership during the course of Membership for different purposes to fulfill its mandate. These purposes may include:
 - i. acting as a professional association in support of Members as REALTORS® in the municipality, including the administration of its bylaws and policies and ensuring compliance with same;
 - ii. providing products and services to Members;
 - iii. providing continuing education to Members and educational courses to those seeking to become Members;
 - iv. administering and operating the MLS® system including ensuring compliance with the rule and regulations governing the MLS® system;

- v. administering and facilitating Membership in the Alberta Real Estate Association and the Canadian Real Estate Association including ensuring compliance with the Bylaws, Rules and Regulations of those associations;
 - vi. any legal or regulatory requirements; and
 - vii. such other purposes consistent with the foregoing purposes
- b) The collection use and limited disclosure of any applicant's or Member's personal information will only be for the purposes of fulfilling the Association's mandate including the provisions of services, products and information to Members by the Association or any organization authorized by the Association and only in a manner consistent with this statement.
 - c) When an individual applies for Membership in the Association, chooses to participate in the activities of the Association or uses any service provided by the Association, that individual consents to the collection, use and disclosure of personal information as set out in this statement.
 - d) Subject to applicable laws and with specific exceptions to protect the privacy of third parties, Members may access their personal information held by the Association and may submit comments on or corrections to such information for inclusion with personal information held by the Association.

21. ENFORCEMENT OF THE PRIVACY ACT

21.1 The Privacy Code of the Canadian Real Estate Association (CREA)

- a) This Association is a Member of the Canadian Real Estate Association (CREA) and adheres to and abides by the principles set out in the CREA Privacy Code. All employees and sales Associates associated with this Association must sign an acknowledgement that they will comply with the requirements of the Code.

21.2 The Policy Statement

- a) The Central Alberta REALTORS® Association only collects personal information about:
 - i. Member REALTORS® necessary to process Membership, collect dues, operate the MLS® system, enforce its Bylaws and generally effectively administer the Association;
 - ii. buyers, sellers and properties provided by Member REALTORS® in the course of the operation of an MLS® system.

21.3 The Person in Charge

- a) The Executive Officer is the person/position responsible for privacy compliance in this Association. His/her name shall be made known to consumers on request. The responsibilities of the privacy compliance officer shall include:
 - i. establish and update information protection policies;
 - ii. ensure policies are implemented by other Associations to which data-processing functions are outsourced;
 - iii. establish criteria for classification of information;
 - iv. evaluate the accessibility of sensitive information and take corrective action where necessary;
 - v. provide education to employees on the importance of information protection;

- vi. attempt to resolve consumer and Member privacy complaints to the satisfaction of the individual

21.4 The Collection, Use and Disclosure of Personal Information

- a) No personal information shall be collected from an individual without first obtaining the meaningful consent of the individual to the collection, use and dissemination of that information.
- b) Express consent (whether oral or written) must always be obtained except in the following situation:
 - i. consent may be implied where the information is not sensitive and where it can be reasonably assumed that the individual would expect the information to be disclosed in this fashion
- c) Once information is collected, it will be used only for the purposes disclosed to the individual.
- d) Standard form listing agreements and/or buyer agency agreements prepared by the Association for use by Members shall contain the clauses approved by the Directors by which the seller/buyer authorizes the collection, use and disclosure of personal information.

21.5 Disclosure for New Purpose

- a) Anyone using personal information for some new purpose that extends beyond the consent already provided must obtain the express consent of the person for that use.
- b) Requests for information by law enforcement officials, lawyers, private investigators or other Associations or subpoenas for documents issued by the court must be referred to the Executive Officer.

21.6 Protecting Information

- a) Information must be protected in a manner commensurate with its sensitivity, value and criticality. This policy applies regardless of the media on which information is stored, the locations where the information is stored, the systems used to process the information or the processes by which information is handled.

21.7 Collection

- a) Meetings with REALTORS® or members of the public must take place in a place and manner to ensure confidentiality.
- b) Mail and faxes must be routed directly to the intended recipient.
- c) Information should be available to other persons in the Association only on a need-to-know basis.

21.8 Storage

- a) Filing cabinets designated by the Association manager to contain sensitive information are to be kept secured at all times.
- b) All personnel have computer passwords. These passwords are confidential and are not to be shared with any unauthorized persons.

21.9 Destruction

The Association has in place a record retention and destruction policy. Refer to that portion of the policy manual for details.

21.10 Accuracy of and Access to Personal Information

To ensure the quality of the information collected:

- i. insofar as possible, personal information about Member REALTORS® should be collected directly from the subject;
- ii. listing information should be collected directly from the listing broker/salesperson; public property information (taxes, assessment data, etc.) collected directly by a real estate Association from a public source should be verified by that source;
- iii. public property information provided by a REALTOR® should be verified by the REALTOR®;
- iv. disclaimers of accuracy should always be attached to any disclosure of information and on all MLS® data

21.11 Access to Personal Information

- a) Copies of this Association's Privacy brochure should always be available to the public in the reception area of the Association.
- b) The individual set out in Section 3 as being responsible for privacy compliance is the person responsible for responding to access requests and all such requests will be referred to him or her.
- c) On written request and appropriate identification satisfactory to the Association, an individual will be advised of personal information about him/her retained in the Association's records.
- d) Where information cannot be disclosed (for example, the information contains reference to other individuals or is subject to solicitor-client privilege) the individual will be given reasons for non-disclosure.
- e) An individual may correct erroneous or incomplete information and the Association will amend that information.
- f) A minimum administrative fee may be charged to supply the information.

21.12 Compliance

- a) Failure to comply with Privacy Code constitutes a breach of CREA's Code of Ethics and Standards of Business Practice.
- b) Any complaints from an individual concerning the collection, use or disclosure of their personal information, or concerning the individual's ability to access their personal information, must be referred to the privacy compliance officer, who will attempt to resolve the complaint to the individual's satisfaction.
- c) In the event the complaint cannot be resolved internally to the individual's satisfaction, he or she will be advised of where to direct the complaint.

