

CT-2011-003

COMPETITION TRIBUNAL

IN THE MATTER OF the *Competition Act*, R.S.C. 1985, c. C-34, as amended;

IN THE MATTER OF an application by the Commissioner of Competition pursuant to section 79 of the *Competition Act*;

AND IN THE MATTER OF certain rules, policies and agreements relating to the residential multiple listing service of the Toronto Real Estate Board.

BETWEEN:

COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE RECEIVED / REÇU CT-2011-003 May 15, 2015 Jos LaRose for / pour REGISTRAR / REGISTRAIRE	
OTTAWA, ONT	# 306

THE COMMISSIONER OF COMPETITION

Applicant

AND

THE TORONTO REAL ESTATE BOARD

Respondent

AND

THE CANADIAN REAL ESTATE ASSOCIATION and
 REALTYSELLERS REAL ESTATE INC.

Intervenors

**UPDATED WITNESS STATEMENT OF DONALD RICHARDSON
 THE TORONTO REAL ESTATE BOARD**

I, Donald John Richardson, of the Town of ~~Newmarket~~ Queensville, in the Regional Municipality of York, Province of Ontario, state as follows:

1. I am ~~was~~ the Chief Executive Officer of The Toronto Real Estate Board ("TREB"), the Respondent in this Application. My responsibilities as Chief Executive Officer included overseeing the day-to-day operations of TREB, including the services that it provides to its

Members. I am familiar with most aspects of TREB's operations, including its electronic database of property listings and related information.

2. I ~~have been~~ was TREB's Chief Executive Officer for approximately ~~12~~ 14 years and am now partially retired and currently hold the position of Consultant for TREB. Before joining TREB as Chief Executive Officer, I worked for approximately 20 years at the Ontario Real Estate Association ("OREA") in a variety of roles. I was OREA's Chief Executive Officer for the last 6 of those 20 years. Prior to joining OREA, I spent approximately 10 years working first as a real estate salesperson in Aurora and then as a real estate broker in Newmarket.

THE NATURE AND ROLE OF TREB

3. TREB is a not-for-profit corporation that was incorporated in 1920. TREB is Canada's largest real estate board and serves more than 35,000 40,000 real estate broker and salesperson members ("Members").

4. Some of TREB's corporate objects include: to advance and promote the interests of those engaged in real estate as brokers, agents, valuers, examiners, and experts; to increase public confidence in, and respect for, those engaged in the calling of real estate brokerage; and to institute, promote, and manage listing systems with the object of rendering better service to the public by providing vendors of real estate with a wider potential market.

5. TREB is a Member-based organization, and TREB's focus is to help Members meet the many challenges associated with conducting business in an increasingly complex environment amid economic uncertainty. TREB's core purpose is to advance the continuing success of its Membership. Member feedback is vital to TREB's success.

6. One of TREB's ongoing objectives is to empower its Members by providing cutting edge technological tools. Examples of this include the MLS®, IDX, and VOW programs, all of which are discussed in greater detail below. TREB's Strategic Plan for the ~~2011/12~~ 2014/2015 year is attached to my witness statement as **Exhibit "A"**.

7. TREB's Membership is principally concentrated in the Greater Toronto Area. However, TREB accepts Members located across Ontario provided that they satisfy TREB's membership criteria as set out in its By-law. TREB's By-law is attached to my witness statement as **Exhibit "B"**.

8. TREB's By-law establishes various categories of membership in TREB, procedures for those who wish to apply for membership, and various rules and procedures relating to membership. In order to be eligible for membership in TREB (~~with the exception of Retired Members and Honourary Members~~), applicants must be licensed by the Real Estate Council of Ontario ("RECO"), which is the licensing and governing body for the real estate industry in Ontario.

9. Some real estate brokers and salespeople that operate in the Greater Toronto Area are not Members of TREB. I do not know the exact numbers of these non-TREB brokers and salespeople.

10. From ~~July 1, 2011 to June 30, 2012~~ July 1, 2013 to June 30, 2014, TREB welcomed ~~3,869~~ 3,726 new Members.

11. A new brokerage Member (the business) pays an initiation fee of \$4,960, and a new broker or salesperson Member (the individual) pays an initiation fee of \$460. The initiation fees reflect, in part, the fact that new Members gain immediate access to information that has been built up over years in TREB's MLS® database. This database will be described in more detail below.

12. For the ~~2012-2013~~ 2014-2015 year, Members that are brokers and salespersons will pay annual membership dues of ~~\$651.80~~ \$611.80, and Members that are brokers of record (for their brokerage) will pay annual membership dues of ~~\$721.80~~ \$681.80. TREB uses these Membership dues to fund its operations, including the delivery of services to its Members. TREB has reduced its Membership dues over time, as in 2002, comparative membership fees for salespersons and brokers were close to \$800 and \$900, respectively.

13. Although TREB does count in its membership Franchise-affiliated brokerages, it is important to note that Franchisors themselves are not eligible for TREB Membership. Many of TREB's brokerage Members are small, independently owned businesses.
14. TREB accords equal rights of membership and equivalent levels of service to all of its Members regardless of their business model.
15. TREB provides numerous services for its Members. A few key services include:
- (a) **Education/Professionalism:** TREB offers a variety of educational courses to its Members that are designed to maintain professional standards and to meet the mandatory continuing education requirements imposed on real estate brokers and salespeople working in Ontario by the *Real Estate Business Brokers Act, 2002*;
 - (b) **Communications:** TREB works to convey the value of using a REALTOR®¹ to buyers and sellers of real estate, and keeps its Members and the general public apprised of TREB news and industry news;
 - (c) **Government Relations:** TREB is active in government relations, lobbying government officials on residential and commercial real estate issues; and
 - (d) **Access to Real Estate Data:** as will be described in greater detail later in my witness statement, TREB provides its Members with access to information and data concerning the real estate market, both through TREB's administration of the TREB MLS®, as well as other sources and publications.
16. TREB also provides other services, including arbitration services to resolve disputes between its Members, and TREB hosts conferences, such as RealtorQuest.
17. TREB is a Member of both The Ontario Real Estate Association (OREA) and The Canadian Real Estate Association (CREA).
18. TREB's activities are guided by a 16 Member Board of Directors. Directors are elected by TREB's Members during regularly scheduled elections. All of the Directors are licensed and practising REALTORS®, and undertake their directorial duties on a volunteer basis. As John

¹ TREB's Members are also Members of The Canadian Real Estate Association (CREA). As Members of CREA, TREB's Members are permitted to use CREA's registered trademark "REALTOR®" in describing the services that they provide to the public. Real estate brokers and salespersons that are not Members in CREA may not use the REALTOR® trademark.

DiMichele, TREB's Chief Executive Officer, I reports to TREB's Board of Directors. As TREB's Consultant, I report to the Chief Executive Officer.

19. The Directors are drawn from across the Greater Toronto Area. Of the 16 current Directors, ~~6~~ 7 work for (or own) brokerages not affiliated with any Franchise. ~~10~~ 9 work for (or own) Franchise affiliated brokerages.

20. The Board of Directors generally meets once per month. In addition to these meetings, the Board of Directors conducts business by way of its various Board Committees and Task Forces. Some of these Committees/Task Forces are perpetual in nature, such as the Finance Committee and the MLS® Committee, while some are created on an "as needed" basis to address a specific issue at a specific point in time, such as the VOW Task Force, the activities of which will be discussed in greater detail below. The Board of Directors ratifies the names of individuals put forward to serve on TREB's Committees and Task Forces.

21. TREB's day-to-day operations are overseen by myself ~~TREB's Chief Executive Officer~~ and TREB's executive team, and are implemented by TREB's executive team and TREB's staff. TREB's executive team attends Board of Director meetings, and many Members of the executive team also have responsibilities as liaisons to committees of the Board of Directors and/or Task Forces.

22. TREB is not licensed to trade in real estate, and it does not trade in real estate.

23. TREB has no involvement or influence whatsoever in determining the commission rates charged by its Members to buyers and sellers of real estate. TREB does not set commission rates, and TREB does not give any input or advice to its Members on appropriate commission rates. These matters are of no interest or concern to TREB.

24. TREB does not track commission rates received by its Members. The TREB MLS®, which is described in greater detail below, does record the initial offer of commission from the listing broker to a cooperating broker. However, it is my understanding that this initial offer is just that: an offer. The actual commission paid from the listing broker to the cooperating broker is a matter that is negotiated between the listing broker and the cooperating broker with no

involvement from TREB, except that TREB does offer mediation and arbitration services to its Members to resolve disputes surrounding commissions. TREB does not track the ultimate commission actually received by the cooperating broker. TREB does not track any information with respect to the listing broker's commission (or total commission or compensation).

25. TREB has no financial interest in how competition occurs among its Members. TREB has no vested interest whatsoever in how competition occurs among its Members, so long as real estate services are being provided in a legal, professional, and ethical manner.

TREB MLS®

(a) History and Access

26. To the best of my knowledge, Members have shared information with each other about their property listings in one fashion or another since at least the 1930s. For decades, this process involved printing and circulating paper copies of summaries that were commonly called "listings." My own memory goes back to the 1960s when Members used a system called "Photo Co-Op" in order to circulate and share information among the membership about properties that had been listed for sale.

27. Over the years, as information technology has become more sophisticated, the Multiple Listing Service, or "MLS®" has become an elaborate cooperative system over an intranet that allows Member-to-Member and Board to Member communication about a vast amount of information in a highly efficient way.

28. CREA is the owner of the MLS® trademark in Canada. CREA licenses the MLS® trademark to TREB and to various other real estate boards across Canada.

29. TREB's MLS® is a computerized MLS® system. TREB MLS® is operated by TREB as a service to its Members. TREB MLS® is TREB's most costly undertaking, and is available as part of the membership fee to TREB Members. For the fiscal year ending June 30, 2014 ~~2014~~, TREB spent [REDACTED] on the MLS® system, and [REDACTED]

[REDACTED]. A break-down of these costs is attached to my witness statement as **Exhibit “C”**.

30. TREB’s MLS® database is a searchable compilation of real estate listings that have been provided to the TREB MLS® by its Members. Individual listings inputted to TREB’s MLS® are proprietary to the brokerage uploading the listing. TREB MLS® and the TREB MLS® database are proprietary to TREB (subject to any contracted services).

31. The TREB MLS® *system* is a great deal more comprehensive than the TREB MLS® *database*. The TREB MLS® system involves more than just information about properties. The TREB MLS® system is described below under the heading “Using the TREB MLS® System.”

32. Members access TREB’s MLS® system by way of a secure log-in intranet website (www.torontomls.net). This website is not accessible to members of the general public. As I will discuss later in my witness statement, members of the general public can view real estate listing information through a variety of other websites, including CREA’s website www.realtor.ca, many other public websites, and through the websites of many real estate brokers and salespersons.

33. In order to obtain access to the TREB MLS®, Members must sign an Authorized User Agreement. Use of the TREB MLS® is governed by the terms of the Authorized User Agreement and TREB’s MLS® Rules and Policies.

34. TREB’s MLS® Rules and Policies set out the requirements for the orderly, competitive, and efficient operation of TREB’s MLS®, including provisions to ensure the accuracy of information displayed on the MLS® database. TREB’s MLS® is offered as a tool to TREB’s Members. TREB’s interest is ensuring a high volume of usage of its MLS® through, among other things, ease of use by Members and the quality and accuracy of its MLS® data. The MLS® Rules and Policies are geared towards this goal. The current version of TREB’s MLS® Rules and Policies is attached to my **initial** witness statement as Exhibit “D”.

35. The Authorized User Agreement contains the following provisions relevant in this Application:

- (a) Members that enter into the Authorized User Agreement acknowledge that the TREB MLS® database, the software that runs the MLS® database, and the services offered in connection with the TREB MLS® database are proprietary to TREB and protected by intellectual property law (s. 7(a));
- (b) Members that enter into the Authorized User Agreement obtain a limited licence from TREB to use TREB MLS® data only for the purpose of trading in real estate (s. 2, 4(b));
- (c) Members that enter into the Authorized User Agreement agree not to use, copy, reproduce, scrape, or exploit the TREB MLS® database to create, maintain or market, or aid in the creation, maintenance or marketing of any MLS® database or any similar undertaking which is competitive with the TREB MLS® database. (s. 4(d));
- (d) Members that enter into the Authorized User Agreement represent that they have the right to upload all of the data they upload to the TREB MLS® database, and there is no legal impediment to uploading that data (s. 5);
- (e) Members that enter into the Authorized User Agreement agree that all personal information they collect in connection with the TREB MLS® database will be collected, used, disclosed, and maintained strictly in accordance with the requirements of all applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (9a); and
- (f) In the event that a Member breaches the terms of the Authorized User Agreement, and the Member's breach is not cured within 2 weeks after notice from TREB, TREB may terminate the Authorized User Agreement. (s. 12(a)).

36. The current version of the Authorized User Agreement is attached to my **initial** witness statement as Exhibit "E".

(b) Inputting Listings to TREB MLS®

37. TREB makes available to its Members an MLS® Data Information Form. The current version of this form is attached to my witness statement as **Exhibit "F"**.

38. The MLS® Data Information Form is a fill-in-the-blanks form to be filled out by the listing broker (the selling broker) in consultation with the seller of the property if the seller consents to having that property uploaded to TREB's MLS® database. Prior to uploading a listing to TREB's MLS® database, the Member must obtain express informed consent of the seller to do so.

39. The MLS® Data Information Form has certain fields that are mandatory, such as the street name and number, the list price, and the number of rooms. The form also has other fields that are optional, such as the approximate age of the building, the approximate square footage, and open house dates. The form has a field for “remarks for brokerages.” These remarks often contain information that is private or sensitive in nature such as when the owner will be absent from the property, who might be present in the house at certain times, details about lockbox access, and so on.

40. The MLS® Data Information Form also provides direction to TREB, via the listing brokerage, as to whether the listing brokerage can grant permission to other brokerages to advertise the property, whether the seller is granting permission to distribute the listing to the Internet portals, and whether they consent to having the address of the property displayed on the Internet.

41. The TREB MLS® is set up to allow the listing broker, or office designate, to directly input the listing information into the database, as opposed to requiring TREB to centrally input all new listings into the database. TREB does offer a service for its Members where hard copies of the listing data information can be provided to TREB head office and inputted by TREB staff, but nowadays this method of uploading to the TREB MLS® database is rarely used. Most brokers or salespersons arrange for someone at their office to directly upload listing information into the TREB MLS® database, or they upload the information themselves.

42. Photographs for listings may be taken by the listing broker (or someone hired by the listing broker), or the listing broker can choose to use a photograph from TREB’s existing library of photographs of the front view of homes in the GTA.

43. The accuracy and currency of the information in TREB’s MLS® database is key; TREB’s MLS® Rules and Policies impose obligations on the listing broker to ensure the accuracy of any information uploaded into the database, and to promptly update any changes to the listing into the system. TREB uses proprietary software which checks listings for specific identifiable inaccuracies and inconsistencies, and if any such inaccuracies are located, the listing is flagged for follow-up action by the brokerage. If the listing is not corrected within 2 days,

TREB will proceed with a Professional Standards investigation, subject to jurisdictional review. TREB also offers a service through which Members can anonymously report inaccuracies in TREB MLS® listings to assist in ensuring the integrity of the MLS® data. TREB's Data Integrity Service brochure is attached to my witness statement as **Exhibit "G"**.

44. TREB's MLS® database includes both current active listings, and an archive of inactive listings (expired, withdrawn, suspended, and terminated listings, as well as solds, and pending solds: where an agreement of purchase and sale has been signed but the transaction has not yet closed).

45. When a property is under an agreement of purchase and sale, the listing broker edits the TREB MLS® listing either to "sold" or "sold conditional." If a property is simply sold without conditions, the sale price is entered, as is the sale date and closing date. If a property is sold conditional, the status indicates this, and the sale price is not entered at that time. Once the conditions have been waived or met, the listing broker changes the status to "sold" and enters the sale price.

46. Sales which are not conditional, but have not closed, are referred to as "pending solds." Not all of these transactions close, as sometimes a buyer or seller is unable to close the deal for whatever reason.

47. TREB does not exploit sold data for financial gain in any way (such as data mining or sale to third parties), and endeavours to manage and maintain the database responsibly in the best interest of consumers. TREB respects the serious sensitivity of sold and pending sold data, and acts responsibly with respect to the relevant laws. TREB does provide market analysis for Members and the public and does provide programs through which Members can generate Comparative Market Analyses for clients.

(c) Using the TREB MLS® System

48. Members access the TREB MLS® system by going to the website www.torontomls.net, and inputting their unique log-in credentials. Once logged into www.torontomls.net, Members are taken to the TREB intranet homepage. Through the homepage, Members can view industry

news stories, search for information, download standard OREA forms (such as the buyer representation agreement, or the agreement of purchase and sale), access the Teranet and Municipal Property Assessment Company databases, and can search the TREB MLS® database. There are also many additional functions such as Contact Management attached to the system. A screen-shot of TREB's intranet homepage is attached to my initial witness statement as Exhibit "H".

49. After the Member clicks on the "Search Properties" icon, they are able to conduct a search of the TREB MLS® database. TREB's MLS® database runs on a computer software program that is licensed to TREB by a company called Stratus Data Systems Inc. A Member inputs certain search parameters (such as list price range, neighbourhood, number of rooms, etc), and the Stratus software generates a search report that displays matching results. A screen-shot of the search interface is attached to my initial witness statement as Exhibit "I".

50. Search results are initially displayed in a list format, with only a limited amount of information displayed for each property. The Member can click on any of the properties in the list to view a more comprehensive report about that property. The default search result displayed to the Member is known as "Broker Full", and this report contains all of the information in the TREB MLS® database about a given listing. A mock-up example of a Broker Full report is attached to my initial witness statement as Exhibit "J".

51. There are a variety of other types of reports that the TREB MLS® can generate, including "Client Full", which deletes from display some of the more sensitive data fields. A mock-up example of a Client Full report is attached to my initial witness statement as Exhibit "K".

52. Property Match is another service offered through the TREB MLS® system. Property Match lets Members sign their clients up to automatically receive information about new or changed listings that have been uploaded to the TREB MLS® database that may be of interest to them based on a set of search parameters entered by the Member. Internet links to new properties of interest will be automatically e-mailed to clients by the system on a daily basis. These links remain active for 2 weeks and should the status be changed to a non-available status

(such as sold, expired, suspended or withdrawn) the listing will not show up in the link. **Since the initial hearing, the Property Match feature has been updated to permit clients who have a signed Buyer Representation Agreement with a REALTOR® to receive Property Match updates every hour, so that any new listings of interest will be almost instantly available to clients with a signed Buyer Representation Agreement.**

53. Property Match reports contain a subset of the listing data similar to Client Full, and personal and private information associated with the listing is not displayed. Property Match was formerly known as “Prospect Match.” A mock-up example of a Property Match report is attached to my **initial** witness statement as Exhibit “L”.

54. The TREB MLS® system also assists Members in creating a Comparative Market Analysis. A Comparative Market Analysis is a report that allows Members to compare one property listed on the TREB MLS® database with other properties that are, or were, listed on the TREB MLS® database. Members can enter specific properties as “comparables” by inputting the property’s TREB MLS® number, or they can input certain parameters of the subject house and the system will generate a list of potential comparables. Members can search for sold information for the previous 2 years by doing a “quick search” or select a longer time period using a more specific search. Once the comparable properties have been selected, Members can also generate a report that provides a side-by-side comparison of the subject property with the comparable properties. A mock-up example of a Comparable Summary Report is attached to my **initial** witness statement as Exhibit “M”.

55. Brokerage Members can also enter into a Data License Agreement with TREB. A Data License Agreement directs TREB to send the brokerage Member’s MLS® listing data either to the Member’s own website, or to a third party website or service. Through the Data License Agreement with a brokerage, brokerage salespersons or brokers can obtain a data transfer for: their own personal listings, the listings of their office (which could include listings from all salespeople and brokers at the office), or their entire brokerage’s listings (listings from all salespeople and brokers at the brokerage, across offices). The scope of listings available to a Member through the Data License Agreement is determined by the Member’s Broker of Record/Manager. The Data License process was a precursor to TREB’s IDX and VOW

offerings, although this process is still available to TREB Members. The current version of the Data License Agreement is attached to my witness statement as **Exhibit “N”**.

56. ~~TREB has a contract with Teranet (which includes access to MPAC data) that allows TREB to provide limited direct Member access to the Teranet and MPAC databases as well as other services to its Members through a “GeoWarehouse” portal. TREB pays for this limited service. Members have the option of contracting directly with Teranet to upgrade their access level to enhance the amount of data available to the Member, or purchase individual premium reports on specific properties. TREB’s contract with Teranet is attached to my witness statement at **Exhibit “O”**. The GeoWarehouse terms and conditions are attached to my witness statement as **Exhibit “P”**.~~

57. ~~The GeoWarehouse portal is accessible from the TREB intranet homepage. TREB does not receive a data transfer from Teranet or MPAC. Information available from Teranet includes certain property details including the sold price of real estate transfers in Ontario, whether the transaction was processed through an MLS® system or not. Information available from MPAC includes the assessed value of property in Ontario.~~

57.1 TREB has a contract with MPAC (which includes access to Teranet data) that allows TREB to provide limited direct Member access to the MPAC and Teranet databases as well as other services, including the Teranet GeoWarehouse® portal, to its Members through the “MPAC propertyline™ for TREB” web application. TREB pays for this limited service. Members have the option of contracting directly with MPAC to purchase additional premium reports on specific properties. Members also have the option for contracting directly with Teranet to purchase additional reports through the GeoWarehouse® portal. TREB’s contract with MPAC is attached to my witness statement as Exhibit “O”. The MPAC Authorized User Terms are attached to my witness statement as Exhibit “O.1”. The GeoWarehouse® terms and conditions are attached to my witness statement as Exhibit “P”.

57.2 The “MPAC propertyline™ for TREB” web application is accessible from the TREB intranet homepage and through a link associated with individual TREB MLS®

listings. Secure web services are used to identify the assessment roll number associated with individual TREB MLS® listings, for the purposes of displaying listing-specific reports and MLS® sales history within the “MPAC propertyline™ for TREB” web application. Information available from MPAC includes the assessed value of property in Ontario. Information available from Teranet includes certain property details including the sold price of real estate transfers in Ontario, whether the transaction was processed through a MLS® system or not. TREB does not receive a data transfer from Teranet or MPAC.

57.3 TREB is currently developing another online tool for its Members called Collaborate. Collaborate provides a platform for online collaboration between Members and clients. Collaborate essentially allows clients to collaboratively search active property listings with their REALTOR® through a unique shared webpage (somewhat similar in concept to a Facebook group page). Among other things, the REALTOR® and the client can each flag listings for the other to consider as “favourites” and to exchange messages back and forth. Collaborate is currently available in a beta testing mode and the full roll-out is expected for the summer of 2015.

57.4 Since the initial hearing, there has been a significant rewrite of the Stratus software to increase the functionality of the TREB MLS® system, with refinements made to many areas of service. TREB’s licensing agreement with Stratus was most recently amended on January 9, 2014, and is attached to my witness statement as Exhibit P.1.

58. TREB is always considering how to add services that are of value to the membership as part of the TREB MLS® system, and Member feedback has been critical to the evolution TREB’s MLS® service offerings.

(d) Usage of TREB MLS®

59. Every month, TREB puts out a publication called Market Watch. Market Watch is available to the public through TREB’s website. Market Watch provides statistics about transactions processed through TREB’s MLS®. The December 2014 ~~2011~~ 2014 edition of Market Watch is attached to my witness statement as **Exhibit “Q”**.

60. Market Watch includes aggregated statistics on transactions processed through TREB's MLS® for the month, and provides a statistical break-down of sold house prices by type and by neighbourhood. Market Watch is published several days after the end of the month (for example, the December ~~2011~~ 2014 Market Watch was published on January ~~5, 2012~~ 7, 2015).

61. Market Watch also contains year-to-date statistics, and year-over-year statistical comparisons. As indicated in the December ~~2011~~ 2014 edition of Market Watch, ~~89,347~~ 92,867 residential properties were sold through the TREB MLS® in ~~2011~~ 2014.

62. Not everyone that sells their home in the GTA does so through the TREB MLS®. Homes can be sold by the owner, or by a real estate professional that is not a Member of TREB. For Sale By Owner ("FSBO") websites exist that help facilitate FSBO transactions. Examples of these include The Property Guys, ComFree, Kijiji, Craigslist, FSBO Network, and many others.

63. In addition, many new homes, especially condos, are sold directly by the developer and are not processed through TREB's MLS®.

REALTOR.CA

64. REALTOR.ca is a public website that is operated by CREA. Anyone with Internet access can go to the website REALTOR.ca and search for properties that have been listed for sale. It is my understanding that CREA obtains its MLS® information from a variety of local real estate boards, who provide CREA with subsets of their MLS® data.

65. TREB uploads active listing data from the TREB MLS® database to CREA once every 24 hours, pursuant to an agreement between TREB and CREA. The CREA/TREB Content Upload Agreement is attached to my initial witness statement as Exhibit "R".

66. The active listing data uploaded to CREA is a subset of the information that is contained in the TREB MLS® database. Certain confidential data fields are not provided to CREA for display on REALTOR.ca, such as names of owners, the sold price of a property, the fact that a property has been conditionally sold, and the "remarks for brokerages." The majority of the listing information inputted in the TREB MLS® database about a listed property is displayed on www.REALTOR.ca.

67. Listing information will not be uploaded to CREA for any properties where the owner has indicated that they do not want the listing of the property distributed to the Internet.

68. TREB also provides CREA with sold information on a monthly basis, and CREA uses this information to generate aggregated market activity statistics and other reports, in accordance with the agreement between TREB and CREA.

INTERNET DATA EXCHANGE

69. An Internet Data Exchange, or “IDX,” is an agreement between separate brokerages (or groups of brokerages) to advertise each other’s listings on each other’s websites.

70. There are many different kinds of IDX agreements, and it is my understanding that many Member brokerages have IDX agreements directly among themselves, completely independently of TREB.

71. TREB began offering its own centralized IDX program on January 5, 2010. Members have the option of whether or not they want to opt in to TREB’s IDX. Members that opt in to TREB’s IDX are able to display on their websites the listings of all other participating Members (except for listings where the home seller indicated in the MLS® Data Information Form that they did not want their listing to be advertised by members of other brokerages, or sent to Internet portals). The listing information available through an IDX is similar to the listing information that would be available through REALTOR.ca. Information about sold and pending sold properties is not available through TREB’s IDX feed. Visitors to a Member’s IDX website do not need to register in order to browse properties that have been advertised for sale.

72. TREB’s original IDX was provided in a “framed” environment. This means that when a member of the public accesses the IDX area of a Member’s website, the functional “IDX” portion of the website takes up the majority of the screen. The IDX portion of the webpage is surrounded, or “framed”, by the Member’s own branding. The actual IDX portion of the screen is hosted by TREB’s servers. In other words, when a member of the public views a Member’s IDX page, the website they are looking at obtains part of the display from the Member (the surrounding “frame”), and part of the display from the TREB system. The Member has no

ability to modify the display or content in the framed IDX, as the IDX interface is being provided by the TREB system and the Stratus software.

73. The framed IDX is a low-cost web-based tool for Members, since all of the data manipulation and storage is done by the TREB computer system. Essentially, visitors to the Member's website are using TREB's computer resources when they use that Member's framed IDX.

74. In November, 2011, at approximately the same time TREB began its VOW datafeed, TREB made available to its Members a downloadable version of its IDX service. With the downloadable IDX service, Members can directly download MLS® listing information in a "raw data" format. This data is stored on the Member's computer system, and the Member can integrate the TREB IDX data into their website as they wish. With the downloadable IDX service, the Member (or website provider) determines how the data is displayed on their website. The downloadable IDX service offers Members more flexibility, and gives Members the ability to add additional features to their IDX display that would not be possible in the framed format.

75. The data available in the downloadable IDX is the same as the data that is available in the framed version of the IDX. TREB currently offers both types of IDX to its Members. Members that subscribe to either form of IDX share listings with all other IDX subscribers. The current version of TREB's IDX Agreement is attached to my witness statement as **Exhibit "S"**.

76. There are currently ~~431~~ 694 firms that are part of the IDX program, representing ~~27,954~~ 39,084 Members. Both the downloadable and framed IDX are provided by TREB at no extra cost to its Members. The framed IDX option has been in existence for approximately ~~2½~~ 5½ years, and the downloadable IDX option has been in existence for approximately ~~8 months~~ 3½ years. With education and normal evolution, I expect that an even greater number of brokerages will participate and allow their listings to be part of the IDX feed.

TREB'S PROTECTION OF THE PRIVACY OF CLIENT INFORMATION**(a) TREB's General Concerns about Privacy**

77. The protection of Member and consumer privacy is a priority for TREB. The success and usefulness of the TREB MLS® system is dependent on the quality and comprehensiveness of the information contained within the MLS® database. The information that populates the MLS® database comes from the personal and confidential information that clients entrust with Members.

78. It is essential that TREB preserves the trust and confidence of both Members and clients by maintaining the privacy and security of sensitive client information. TREB has a number of rules, policies, and safeguards designed to protect the quality, integrity, and confidentiality of client information, and to ensure, to the best of its ability, that the use and disclosure of personal or confidential information is done in accordance with relevant provincial and federal laws.

79. The type of personal and confidential information that is exchanged between a consumer and a Member will depend on whether the consumer is a buyer or a seller, as well as the specific needs of the consumer.

80. Sellers will provide sensitive information such as their name, address, physical property details, information relating to personal financial details (i.e. information about their mortgages, motivation for selling, the price at which the client purchased the home), information about their home, photos or video tours of the home, and instructions relating to open house showings.

81. Buyers will also share sensitive information, including financial information, age, insurance information, assets, employment status, and motivation for buying.

82. Von Palmer is TREB's Chief Privacy Officer. Mr. Palmer is TREB's designated privacy representative as required by the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5 (*PIPEDA*). Mr. Palmer helped to establish TREB's privacy policies, which were implemented in January, 2004 in accordance with the *PIPEDA* requirements.

83. TREB maintains comprehensive privacy policies and information security policies which, among other things, govern the collection and use of information from members and consumers. TREB's privacy policy is attached to my initial witness statement as Exhibit "T", TREB's Ongoing Management (Privacy Review) Policy is attached to my initial witness statement as Exhibit "U", and TREB's Information Security Policy is attached to my initial witness statement as Exhibit "V".

84. Part of Mr. Palmer's ongoing duties include dealing with queries from Members and the public about TREB's privacy policies, facilitating privacy education to Members, and ensuring that Members are equipped with the information and tools relating to privacy that they need to effectively provide real estate services to their clients.

85. TREB receives and responds to privacy related complaints and issues, from members on behalf of their clients, and from members of the public directly. While TREB does not always have the authority to deal directly with a complaint involving a breach or an alleged breach of *PIPEDA*, TREB always takes these complaints seriously, conducts investigations when necessary, and intervenes to the extent that the complaint involves the breach of a TREB Rule or Policy.

86. In the past, TREB has received complaints relating to the reporting of conditional sold information, the improper solicitation or use of contact information of a seller after the expiry of a listing, concerns about the privacy of information on a listing, requests for removal of photographs or other information, and complaints about the improper publication of sold data by other members.

(b) Privacy Education

87. TREB educates and provides resources and support to its Members on issues of privacy through a variety of methods. TREB's Members are subject to privacy obligations under both *PIPEDA*, and the Code of Ethics (administered by RECO).

88. One of the educational programs offered by TREB is called "Complying with Privacy." Participants in this program receive a "Complying with Privacy" workbook that contains a

comprehensive overview of privacy issues in the real estate profession. The “Complying with Privacy” workbook is geared towards assisting Members in meeting their obligations under *PIPEDA*. The workbook explains the concepts of: personal information, what is required to obtain informed consent to disclose personal information, and various other *PIPEDA* compliance issues. A brochure of the information covered in the workbook, including a FAQ on privacy, is generally available to all TREB Members. The Complying with Privacy workbook is attached to my witness statement as **Exhibit “W”**.

89. TREB also addresses privacy issues in a variety of other educational settings including educational seminars at RealtorQuest (a REALTOR® trade show and conference hosted by TREB), and the “Topical Issues Facing REALTORS®” educational program.

90. As a practical tool for its Members, TREB has made available to its Members a document containing “Questions and Answers” on a variety of privacy-related topics, including the distribution of CMAs, the disclosure of sold prices, and the use of expired listings. Regarding CMAs in particular, TREB recommends that a CMA should be treated as a confidential document between the Member and the seller or prospective buyer, and that CMAs should not be released to the general public. One reason that TREB has made this recommendation is that CMAs typically feature the sold (or pending sold) price of comparable properties. This information is highly sensitive to the buyer and seller of the comparable property. It is TREB’s view that this information should not be widely made available, and that if that information was widely distributed by a Member, that Member could run into compliance problems with *PIPEDA* and RECO.

91. TREB’s “Questions and Answers” on privacy issues is available to Members through the TREB intranet website. TREB came up with the “answers” to these privacy questions by consulting with its legal counsel, as well as consulting with CREA and OREA. TREB’s “Questions and Answers” on privacy is attached to my witness statement as **Exhibit “X”**.

92. Because of the uncertainty surrounding the application of *PIPEDA* with respect to the use of certain information, including sold data for the purpose of creating a CMA, TREB wrote to the Privacy Commissioner requesting that the Commissioner review its “Questions and

Answers” on privacy issues. TREB also requested that a representative from the Commissioner’s office speak at RealtorQuest in May, 2012. The Commissioner declined the invitation to speak, ~~and has not yet commented on the Question and Answers.~~ **On October 3, 2012, after my testimony at the initial hearing had concluded, TREB received a response from a staffer in the Privacy Commissioner’s office advising that the Privacy Commissioner’s office does not provide advance rulings and was unable to comment on the “Questions and Answers” document. The letter from the staffer at the Privacy Commissioner’s office is attached to my witness statement as Exhibit X.1.**

93. TREB specifically updates Members about relevant RECO and *PIPEDA* decisions. These decisions are published by TREB as they are released by RECO or the Privacy Commissioner.

94. TREB also maintains for its members a “Privacy Compliance Corner” on the TREB intranet. There, TREB posts updates on decisions of the office of the Privacy Commissioner, the Questions and Answers referenced above, relevant articles on privacy, interpretations and guidance on the appropriate use and disclosure of information, links to privacy-related resources provided through CREA and OREA as well as guidance as to how to advertise in accordance with the relevant RECO and *PIPEDA* rules. **At the initial hearing, TREB was asked to produce all of the material contained in the “Privacy Compliance Corner,” and these materials were marked as Exhibit R59. Since the initial hearing, TREB has posted new material to the “Privacy Compliance Corner” regarding Member compliance with the new federal anti-spam legislation (CASL) and the new “do not call” list. In addition to these new items, TREB has updated some of the pre-existing material from the Privacy Compliance Corner, and this updated material is reflected in my updated witness statement at Exhibit X (privacy Q and A) and Exhibit W (privacy compliance workbook).**

95. TREB offers its Members a variety of educational and information tools to guide them to treat client information appropriately and to comply with privacy laws and regulatory requirements regarding this information, because Members and their brokerages are subject to these laws. That being said, TREB does not have the practical capacity to police how its Members use the sensitive information that they have obtained from TREB’s MLS®.

(c) **Privacy and Consent**

96. TREB's Members collect personal information from their clients, and that information in turn may be posted on the TREB MLS® database. *PIPEDA* imposes obligations on both TREB and its Members in this regard. Informed consent must be obtained before any personal information is posted to the TREB MLS®. Because Members are the ones with direct contact with clients, TREB relies on its Members to obtain the consent of clients prior to uploading of any information to TREB's MLS® database.

97. TREB recommends that Members use OREA's standard form agreements in their real estate practice, including the standard Listing Agreement, and Buyer Representation Agreement. These forms contain consents that permit Members to submit information to the TREB MLS® database, and set out the purposes to which this information can be used. The seller will also sign TREB's MLS® Data Information Form before the listing information is uploaded to the MLS®. Current versions of OREA's Listing Agreement and Buyer Representation Agreement are attached to my witness statement as **Exhibit "Y"**.

DATA SCRAPING FROM THE TREB MLS®

98. TREB has real concerns about the misuse of its data and has experienced incidents of data misuse and misappropriation in the past. Because TREB's data is accessed electronically, TREB must be vigilant about the scope of the access it provides to Members, consumers, and third parties, and it must be mindful of the unique problems that arise when data is shared in an electronic environment.

99. One of TREB's biggest concerns is data scraping.

100. Data scraping is a term used to describe the unauthorized taking and misuse of proprietary information. This usually involves the unauthorized bulk downloading of information using various technological tools enabling a party to copy the entire contents of the MLS®. Data scraping not only violates TREB's rules and policies, but also is a violation of *PIPEDA* and RECO's Code of Ethics because it involves the unauthorized download and misuse of personal information.

101. TREB has experienced significant problems with data scraping. In 2007 and in years prior to that, TREB offered a bulk data feed download as part of the MLS® interface it provided to its Members through the TREB intranet. The bulk data feed download button allowed brokers to download a large volume of listing information at one time from the TREB MLS®. The bulk data feed was intended to assist Members with their own neighbourhood analyses.

102. In 2007, Fraser Beach and Bell New Ventures (a brokerage owned by Bell Canada) took advantage of this bulk data offering and scraped the data which Mr. Beach used to create his own online listing database. This misuse of the MLS® listing data was a breach of TREB's Authorized User Agreement, and TREB terminated Beach's access to the MLS®.

103. Several months after Fraser Beach scraped the MLS® database, Stephen Moranis and Realtysellers scraped the MLS® data to create a Realtysellers database. This misuse of the MLS® listing data was a breach of TREB's Authorized User Agreement, and TREB terminated Moranis' access to the MLS®.

104. As a result of the conduct of Beach and Moranis, and in an effort to discourage similar misuse of the MLS® data, TREB disabled the bulk download function. This function remains disabled.

105. Also in 2007, TREB was aware that Mark Enchin was marketing a website service under the name "RealtyInfo" that contained listing data from the GTA. At the time, TREB was concerned that Mr. Enchin was potentially scraping data from TREB's MLS® based on member complaints related to Mr. Enchin's marketing activities. Our counsel arranged for an investigation of Mr. Enchin's website service, but the results were inconclusive and his MLS® access was not terminated at that time. As Mr. Enchin's witness statement in this proceeding makes clear, he was apparently scraping TREB's MLS® data for use in his website service.

106. As part of its ongoing efforts to maintain the security of the MLS® data, TREB has put in place several security systems such as Strong Authentication. Strong Authentication utilizes technology that includes the concepts of "something you have" and "something you know". Each Member must have an authenticator or key fob device which generates a unique and single

use numerical passcode every 60 seconds. This passcode is then entered as part of the Member's credentials when accessing the TREB MLS system. The Member's User ID and PIN form the "something you know," and the authenticator forms the "something you have" component of Strong Authentication.

107. TREB also monitors the MLS® activity of those individuals with higher than normal use or unusual usage patterns in order to try and detect possible misuse.

108. Fraser Beach and Stephen Moranis are the only Members whose MLS® access have been terminated by TREB for data scraping.

108.1 Another more recent example of suspected data scraping involves the large-scale dissemination of sold home price information to the public by a small number of Members through email or websites. On February 4, 2015, TREB sent a letter to all of its Members reminding them that the use, distribution, and/or display of sold data in whatever form and on the internet without all appropriate consents is in violation of their obligations under their Authorized User Agreement with TREB, and in violation of PIPEDA and the RECO Code of Ethics, which could result in MLS® access being suspended or terminated. TREB's letter to its Members is attached to my witness statement as Exhibit Y.1. Similar cautions have appeared on the TREB MLS® system from time to time.

108.2 The brokerages identified in John Pasalis' second witness statement have all, to the best of my knowledge, stopped displaying and/or disseminating sold home information.

HISTORY OF THE VOW TASKFORCE

109. In very general terms, a Virtual Office Website ("VOW") is a password protected website operated by a real estate brokerage, broker, or salesperson where customers/clients of that brokerage, broker, or salesperson can view certain listing information for properties that are listed for sale. The source of some of the information displayed on a VOW could be an electronic MLS®.

110. The data that is provided to VOW operators is determined by the input supplier (TREB in this case), but the format in which the information is displayed to the consumer is determined by the VOW operator.

111. TREB first became aware of and began monitoring the VOW concept as early as 2002.

112. In 2005, the American Department of Justice commenced anti-trust proceedings against the National Association of Realtors (“NAR”) challenging certain provisions of NAR’s VOW policy. TREB was reluctant to proceed further with the VOW concept while this litigation was ongoing.

(a) 2008 TREB Task Force and CREA Task Force

113. In July 2008, in consultation with the Competition Bureau, TREB began the process of establishing a formal VOW Task Force with the objective of determining if and how TREB could develop a VOW policy. TREB asked the Competition Bureau to provide a representative to its Task Force, and it declined.

114. On July 8, 2008 the Board of Directors ratified a proposed list of Member Appointments to the Vow Investigation Task Force. The minutes of the July 8, 2008 meeting of the Board of Directors are attached to my **initial** witness statement as Exhibit “Z”.

115. TREB believed that this was a national issue, and that the VOW Investigation Task Force would benefit from participation of a CREA representative and CREA’s legal counsel. TREB communicated this to the Competition Bureau and it was understood and acknowledged that CREA should be the organization to take care of creating a VOW policy, because such a policy would have national implications. As a result, the TREB task force of 2008 never got off the ground.

116. The CREA VOW Task Force stalled after reaching a point of impasse with the Competition Bureau in 2009, around the same time that the Competition Commissioner commenced a proceeding against CREA regarding a different matter.

117. During the existence of the CREA VOW Task Force, TREB continued to develop its own web-based tools to offer to its members. In particular, TREB had turned its efforts and focus to establishing the frameable IDX, which was made available in January of 2010. This solution allowed members to share their own listings on their personal website with all of the brokerages who wished to do the same and it remains a popular option among Members today.

(b) 2010-2011 VOW Task Force

118. In July, 2010 TREB conducted a strategic planning exercise with its newly elected Board of Directors. At this time, TREB decided to revive the efforts to establish a VOW Task Force. Attached to my initial witness statement as Exhibit "AA" is the TREB's 2010/2011 Strategic Plan.

119. Names of potential task force members were submitted to the Board of Directors in March, 2011 for ratification.

120. Heather Fuller was a member of the Board during 2010/2011, and she was selected as the chair of the VOW Task Force. The other members of TREB's Vow Task Force were selected by the Board and Ms. Fuller, on the basis of certain general criteria. Specifically, the Board looked for a balance of experience and also younger "plugged in" innovative individuals, with a good understanding of the Internet and how it could be utilized as a tool for brokers. The Board also aimed to have the Task Force members reflect a broad geographic representation with respect to the cities and neighbourhoods in which they work. The members chosen for the VOW Task Force were brokers or salespeople that worked in and around the GTA, and all were Members of TREB.

121. I acted as the staff liaison to the VOW Task Force, and I attended all meetings of the VOW Task Force. John Di Michele, TREB's Chief Information Officer at that time (currently TREB's CEO), acted as an advisor to the VOW Task Force.

122. The mandate of the VOW Task Force was to investigate and recommend to the Board of Directors the feasibility of TREB adopting a VOW Policy. As part of its mandate, the Vow Task

Force was to review the various areas of concern raised by the Competition Bureau with respect to the VOW issue in Canada and to make recommendations in this respect.

123. Before the first meeting of the VOW Task Force, members of the Task Force considered some relevant American documentation. NAR had entered into a settlement with the Department of Justice in 2008 regarding the VOW lawsuit on a “no admission of liability” basis. As part of the settlement, NAR amended its VOW Policy and its MLS Rules. The Task Force committee members were asked to review the NAR documents, and to comment on whether the U.S. policies would serve as a good starting point, or whether TREB would need to develop its own policies from scratch. My e-mail of March 25, 2011 to the VOW Task Force, including attachments, is attached to my initial witness statement as Exhibit “BB”.

124. The VOW Task Force met for the first time on March 31, 2011. Minutes of this meeting are attached to my initial witness statement as Exhibit “CC”.

125. At the first meeting of the VOW Task Force, it was agreed the NAR VOW Policy would serve as a good starting point for TREB’s VOW Policy, but the NAR VOW Policy would need to be modified in light of Canadian laws, including *PIPEDA*, and RECO’s code of ethics. The policy would also need to be modified to reflect TREB’s By-laws, terminology and other unique TREB considerations.

126. The Task Force identified a number of specific issues or topics that it planned on addressing in its subsequent meetings. These topics included:

- (a) the terms of use;
- (b) the requirement for a consumer or a client relationship;
- (c) the requirement for a “sign-in”;
- (d) the type of information permitted to be displayed, (in particular with respect to consumers as opposed to clients);
- (e) advertisements on VOWs;
- (f) the ability of brokers/sellers to opt-out;

- (g) FINTRAC considerations;
- (h) issues surrounding anonymity and the ability to validate the identity of a VOW user;
- (i) data mining;
- (j) PIPEDA concerns;
- (k) the possibility of creating CMAs online;
- (l) issues if members belong to more than one board; and
- (m) potential RECO involvement.

127. The Task Force met for the second time on April 21, 2011. Minutes from this meeting are attached to my initial witness statement as Exhibit “DD”.

128. During the second Task Force meeting, the members of the Task Force discussed specific Terms of Use of VOWs and the revisions that would be required to be made to NAR’s VOW Policy. In particular, there was discussion about including a requirement on the number of times the VOW feed would need to be refreshed for purposes of accuracy, and it was agreed that there should be a limit on the number of downloads during a given period of time for data security reasons.

129. The Task Force also discussed the requirement of an email sign in and password. The Task Force contemplated whether users would need to consent to terms of use, and how that could be achieved. Another issue discussed by the Task Force was how a client-agent relationship could be established through a VOW. Task Force members identified concerns with respect to the level of information that could be provided to a client as opposed to a consumer based on RECO regulatory concerns as well as privacy law concerns. It was suggested that publicly available information could be provided to a consumer, whereas a more detailed subset of information could be provided to a client as one way to address these concerns.

130. There was significant discussion regarding the issue of whether the inclusion of all brokerage Member listings in the data feed would be mandatory or if there would be an opt-out option for brokerages and sellers. The Task Force was of the opinion that it was essential for the

seller to have an opt out option, though consensus was not achieved at this meeting on the issue of whether a brokerage should be able to opt out.

131. The Task Force also discussed the possibility of VOWs being able to provide a Comparative Market Analysis, and the privacy issues that might arise. The Task Force thought there were greater privacy concerns in a scenario where all sold data was available for search as part of a VOW, as opposed to sold information merely being used in the context of preparing CMAs related to a specific property. However, Task Force members pointed out that any use of sold data in a VOW raised privacy issues, and required very careful consideration due to the potential of unfettered re-distribution and misuse of sensitive and confidential information through the massive reach of the Internet and the World Wide Web.

132. There was consensus that there were limited privacy concerns in a scenario where an automated valuation platform could display an estimated value for a listed property without disclosing any information about any specific sold properties (in other words, no side by side comparison of individual properties). These privacy issues were left to be considered in more detail at a later meeting.

133. The third meeting of the Task Force was held on May 12, 2011. Minutes from this meeting are attached to my initial witness statement as Exhibit "EE".

134. At the third meeting, members of the Task Force had a lengthy discussion about *PIPEDA* and RECO, and whether it would be possible for TREB to provide sold data as part of the VOW feed.

135. There was a consensus that pending sold information should not be provided, as this was a privacy and consumer rights issue.

136. The question of whether the VOW feed should include any sold information at all was a more complicated issue. The Task Force agreed that providing sold information would raise issues of consent with both *PIPEDA* and RECO, and that if this information was going to be provided, it would have to be in accordance with RECO and *PIPEDA* requirements. There was a particular concern about whether the consent to use personal information contained in the

standard OREA listing agreement and buyer representation agreement would be sufficient to allow this information to be shared for any historical sold information.

137. At this meeting the Task Force also analyzed the NAR policy on a line-by-line basis and modified it in light of changes required for TREB standards and existing rules and policies. My May 19, 2011 e-mail to the VOW Task Force, with attachments, including changes to the NAR policy can be seen in the “Revised TREB Draft, May 18, 2011”, is attached to my initial witness statement as Exhibit “FF”.

138. As a result of the meetings held on March 31, 2011, April 21, 2011 and May 12, 2011 the Task Force reached a consensus on a number of issues and a Task Force report was circulated to the Board of Directors on May 18, 2011 for consideration at the next Board meeting. This report was also provided to members of the Task Force.

139. A fourth meeting of the VOW Task Force was held on May 20, 2011. The minutes of this meeting are attached to my initial witness statement as Exhibit “GG”.

140. At the fourth Task Force meeting, Ms. Fuller confirmed with the Task Force that the content of the Task Force report was consistent with the views of the Task Force.

141. The Task Force also considered a few outstanding matters that had not been fully resolved at previous meetings.

142. The Task Force was still struggling to achieve consensus on the issue of whether there should be an “opt out” provision, and it still had to consider the concerns surrounding “sold” information and the rules with respect to *PIPEDA* and *RECO*.

143. Ultimately, the Task Force decided that sellers should be able to opt out of the VOW feed the same way that they could opt out from sharing their information on the Internet generally (in other words, by selecting “no” to “distribute on Internet” on the Data Information Form). However, the Task Force decided brokerages should not be allowed to opt out.

144. On the issue of sharing of sold data and information relating to pending solds, expired, terminated, suspended or withdrawn listings, there was a lengthy discussion about how parity

could be achieved between Member activities in a “bricks and mortar” environment and Member activities through a VOW.

145. There was a concern among Task Force members that once information is posted on a VOW, that information would be directly available to anyone that registered for a VOW over the Internet. This creates privacy issues that don’t exist in a “bricks and mortar” setting.

146. When a customer or client meets with a broker in a “bricks and mortar” setting, the broker does not simply open up all his files and say “go ahead and have a look.” The broker acts as an intermediary, and is able to safeguard how the information is distributed, and to whom, in accordance with the requirements of *PIPEDA* and *RECO*.

147. In a VOW setting, any sensitive information contained in the feed would be widely available to anyone with an Internet connection. There is a reduced ability to identify users of a VOW and to monitor that information is being used in an appropriate way. This creates increased security and liability risks, makes it harder to trace and ensure accountability, and makes it harder to control any re-distribution of data by the VOW user.

148. Based on privacy concerns, concerns about *PIPEDA* and *RECO*, concerns about potential legal liability for TREB and its Members, and considering the NAR VOW Policy (which had apparently been satisfactory to the US Department of Justice), the Task Force felt that it would be prudent to refrain from including information about solds, pending solds, expired, terminated, suspended or withdrawn listings as part of the VOW feed.

(c) Approval Process

149. On May 26, 2011 the Board of Directors considered the report of the VOW Task Force, and gave initial approval to the VOW Policy and Rules. A Memo summarizing this meeting is attached to my initial witness statement as Exhibit “HH”.

150. The Commissioner of Competition commenced this Application on May 26, 2011, before TREB’s Board of Directors had an opportunity to consider it. The Commissioner was aware of the work of TREB’s VOW Task Force when she did so.

151. Because the VOW Policy and Rules involved changes to the MLS® Rules and Policies, the VOW Policy and Rules had to be reviewed by TREB's MLS® Committee. On June 1, 2011, the MLS® Committee met to consider the VOW Policy and Rules. I was present at this meeting.

152. The MLS® Committee reviewed the VOW Policy and Rules on a clause by clause basis, in part to ensure that brokers operating in a VOW setting be able to operate in the same manner as a broker operating in a bricks and mortar environment. The MLS® Committee proposed several changes to the VOW Policy and Rules that were geared generally at ensuring clarity, accuracy, and consistency within the Policy and Rules. The MLS® Committee voted to approve the VOW Policy and Rules, as amended by the Committee. Minutes of this meeting are attached to my initial witness statement as Exhibit "II".

153. TREB also received input from its lawyers, and CREA's competition counsel, regarding the Vow Policy and Rules.

154. The VOW Policy and Rules were approved by votes of the Board of Directors on June 9, 2011, and June 23, 2011. Minutes from the June 9, 2011 meeting of the Board of Directors are attached to my initial witness statement as Exhibit "JJ", and minutes from the June 23, 2011 meeting of the Board of Directors are attached to my initial witness statement as Exhibit "KK".

155. On June 24, 2011, in accordance with TREB's MLS Rule Change Policy, TREB published the VOW Policy and Rules for a 60-day review period and issued a news release in this regard. TREB received and considered comments from its Members during this 60 day review period. TREB's MLS Rule Change Policy is attached to my initial witness statement as Exhibit "LL". TREB's June 24, 2011 press release, along with other VOW policy documents published for member review are attached to my initial witness statement as Exhibit "MM".

156. On August 25, 2011, after the expiry of the 60 day review period, the Board of Directors approved the VOW Policy and Rules and commenced the process of developing the technological infrastructure to implement the VOW datafeed. Minutes from the August 25, 2011 meeting of the Board of Directors are attached to my initial witness statement as Exhibit "NN".

157. The VOW datafeed went live on November 15, 2011. The VOW Rules and Policies are attached to my initial witness statement as Exhibit “OO”.

TREB’S VOW DATAFEED

(a) Terms of Access

158. In order to have access to TREB’s VOW datafeed, Members (and also Affiliated VOW Partners (“AVP”)),² where applicable) must sign the TREB VOW Datafeed Agreement. This agreement is attached to my witness statement as **Exhibit “PP”**.

159. Use of the TREB VOW datafeed by Members and AVPs is governed by the terms of the TREB VOW Datafeed Agreement and TREB’S MLS® Rules and Policies (including the VOW Policy and Rules).

160. Some key provisions of TREB’s VOW Policy and Rules include the following:

- (a) a member of the public may only access TREB MLS® information on a Members VOW if: the Member has first established a broker-consumer relationship, the Member obtains the name and a valid e-mail for a consumer, the consumer has agreed to prescribed “terms of use,” and the consumer creates a user name and password for the Member’s VOW (R 800, 805);
- (b) the right of a Member’s VOW to display listing information in response to consumer searches is limited to the display of MLS® data supplied to the VOW by TREB (R 802);
- (c) a Member’s VOW may provide other features, information, or functions in addition to the display of TREB MLS® information; (R 803)
- (d) a Member’s VOW may display an automated estimate of the market value of a given listing in immediate conjunction with the listing, unless the seller of that listing requests that such a feature be disabled for their listing. If such a request is

² TREB’s VOW Policy and Rules allow a brokerage to operate and manage a VOW in-house using the IT resources of the brokerage, or alternatively through a third party Affiliated VOW Partner (“AVP”). The AVP option allows brokerages to operate a VOW even where they have limited IT resources available to them in-house. AVPs do not have independent participation rights in the TREB MLS®, and AVPs have the right to use TREB MLS® listing information only in connection with operating a VOW for a TREB Member. An AVP may operate a Member’s VOW only under the supervision of the Member (R 800, 822)

made, the Member may display that the feature has been disabled at the request of the seller (R 815)

- (e) the VOW's "terms of use" must contain an acknowledgement of TREB's ownership of, and the validity of, TREB's proprietary rights and copyright in TREB's MLS® database, TREB'S MLS® system, the listing information displayed on the VOW, and any other related information (R 808vi)
- (f) A Member, whether through their VOW or by any other means, may not make available for search by, or display to, consumers the following TREB MLS® data intended exclusively for other Members and their brokers and salespersons, subject to applicable laws, regulations and the RECO Rules:
 - (i) Expired, withdrawn, suspended, or terminated listings, and pending solds or leases, including listings where sellers and buyers have entered into an agreement that has not yet closed;
 - (ii) The compensation offered to other Members;
 - (iii) The seller's name and contact information, unless otherwise directed by the seller to do so;
 - (iv) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property; and
 - (v) Sold data, unless the method of use of actual sales price of completed transactions is in compliance with RECO Rules and applicable privacy laws (collectively, the Confidential Data) (R 823)

161. The VOW terms of use must include an acknowledgement that the consumer will not directly or indirectly display, post, disseminate, distribute, publish, broadcast, transfer, sell, or sublicense any listing information to another individual or entity. The VOW terms of use must also include an acknowledgement that the consumer will not collect, store, re-organize, summarize, or manipulate any listing information or related data through, without limitation, "scraping" or "data mining" (R 809).

162. The TREB VOW Datafeed Agreement provides that access to the VOW datafeed may be suspended or terminated if a Member or AVP breaches the TREB VOW Datafeed Agreement or TREB'S MLS® Rules and Policies.³

163. Article 7.1 of the TREB VOW Datafeed Agreement provides for the preservation of TREB's intellectual property rights. This Article contains an acknowledgment by the Member (and AVP, if applicable) that TREB's MLS® data, TREB's MLS® database, TREB MLS® system, the listing information contained in the TREB MLS® system, and the VOW datafeed are proprietary to TREB and/or TREB's licensors, and these items are:

protected by copyright, trademark, patent, and other intellectual property laws of Canada and international treaties and conventions and by any other applicable laws. (Art 7.1)

164. The information that is not included in the VOW datafeed is available to VOW operators, just as it is to all of its Members, through the TREB MLS®, which is accessible to Members through TREB's intranet website.

(b) How the VOW datafeed works

165. The VOW datafeed is an electronic connection over the Internet between a Member's VOW and the TREB MLS® third party database. A diagram of the architecture of how the VOW datafeed works is attached to my initial witness statement as Exhibit "QQ", and a description of the VOW datafeed process follows in the paragraphs below.

166. TREB's MLS® consists of the main database (which is the database that Members access through www.torontomls.net), and a separate "mirrored" third party database. This third party database is a copy of the main MLS® listing database, and the third party database gets automatically updated whenever the main MLS® database is updated. It is from this third party database that TREB transmits data to third parties pursuant to various agreements, including CREA (for use on REALTOR.ca), the participants in TREB's IDX feed, and the VOW datafeed.

³ Arts 12.2 and 12.3. Article 12.3 sets out other grounds for termination of the VOW datafeed, including a Member ceasing to maintain its status with TREB, an AVP no longer being designated by the Member to operate the Member's VOW, or a Member or AVP using the VOW datafeed in an unauthorized manner.

167. Data transmitted from the third party database to a third party is filtered by software, which sets permissions on the data that the third party is entitled to receive. In other words, the VOW datafeed only transmits the listings and data fields that are supposed to be included in the VOW datafeed.

168. The VOW datafeed contains all non-confidential TREB MLS® data except for listings where the seller has elected to withhold the listing from the Internet (Policy 17).

169. A VOW downloads the TREB MLS® data to its own website server through the VOW datafeed. The TREB MLS® data is transmitted to the VOW in a raw data format. This means that the data is received by the VOW in an unformatted fashion, and the VOW can present the data to the consumer in whatever manner the Member (or AVP) chooses, subject to certain restrictions.⁴

170. Visitors to a VOW are not searching MLS® data directly from TREB's MLS® database. Such a set-up would create issues with data security for the additional source MLS® data, and it would be expensive to implement, since it would add technological strain to TREB's MLS® system. Instead of ~~35,000~~ **40,000** Members accessing the MLS® database, there could be hundreds of thousands, or even millions of users accessing the MLS® database.

171. VOW operators are required to refresh the VOW datafeed once every 24 hours. (Rule 817). This ensures that the listings on the VOW are accurate and current, and it ensures that withdrawn, expired, suspended, or terminated listings, and pending solds are purged from the Member's VOW.

172. TREB MLS® data may be displayed in conjunction with other third party information that the Member wishes to provide for a given listing (including such things as local school ratings, crime statistics, etc), so long as the source of the information is stated on the VOW.

⁴ For example, the number of listings that a consumer may view or retrieve from a VOW in response to an inquiry is limited to 100 listings (Art 6.3(b)), and the VOW may not change the content of any information transmitted through the VOW datafeed.

173. TREB's VOW Datafeed Agreement grants a Member (or a Member's AVP if applicable) a limited license to display TREB MLS® listing data for the sole purpose of use by consumers that have a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the Member's VOW (art 4.1).

174. The VOW datafeed is provided to Members without additional charge.

175. A single VOW datafeed can cover one brokerage with multiple offices and a number of sales persons, but each brokerage requires its own VOW datafeed.

176. As of ~~July 25, 2012~~, May 8, 2015, ~~93~~ 322 brokerages have signed up to receive the VOW datafeed. ~~64~~ 310 of these brokerages are using the services of an AVP. A list of these brokerages and AVPs is attached to my witness statement as **Exhibit "RR"**. The vast majority of the brokerages that have signed up for the VOW feed are brokerages that have been operating over several years, and not new entrants to the GTA market.

THE VOW DATAFEED GOING FORWARD

(a) Privacy issues are still a concern

177. By providing its Members with the VOW feed in its current form, TREB is providing its Members with an additional tool they can use in their business. TREB wants to make sure that the VOW feed is being provided in a way that does not create any legal liability problems for it or its Members.

178. One of the challenges that the Task Force faced, and that the real estate industry faces in general, is that all that the industry has for guidance on the subject of privacy are statements and rulings that are issued by RECO and the Privacy Commissioner's office. It is incredibly difficult to get definitive statements from RECO or ~~PIPEDA~~ the Privacy Commissioner on some issues.

179. The industry has tried to be proactive about soliciting input from RECO and the Privacy Commissioner on various interpretation issues throughout the years. TREB's efforts to get some

feedback from the Privacy Commissioner on TREB's privacy "Questions and Answers" is a perfect example.

180. In coming up with TREB's VOW Policy, TREB has done its best to try and interpret the existing rulings and policies that have come from the Privacy Commissioner and RECO, and TREB is trying to operate in accordance with the applicable laws. The VOW Policy was drafted in such a way that both TREB and its members should be operating in accordance with RECO and *PIPEDA*.

181. The content of the VOW feed is not set in stone. If RECO or the Privacy Commissioner provides new clarity or rulings on some of the issues that I have discussed above, then the feed may change. I believe that TREB has taken a proper, reasonable, and responsible position in moving forward with the VOW issue.

(b) TREB is open to feedback from its Members

182. The original VOW Task Force has continued to exist even after the implementation of the VOW Rules and Policies in November 15, 2011 in order to consider any comments and criticisms about the VOW Rules and Policies, including the content of the VOW datafeed.

183. TREB has not received any complaints about the content of its VOW datafeed other than from the witnesses put forward by the Commissioner of Competition in this Application

184. The Commissioner's witnesses have raised several complaints about the content of the VOW datafeed. I will provide TREB's response to these complaints.

185. **Sold and pending sold information:** as already discussed, these pieces of information raise legal and privacy issues. A comprehensive database of sold information is available to VOW operators through other sources such as Teranet and MPAC, and VOW operators are free to negotiate service agreements with these vendors for use in a VOW if they believe that *PIPEDA* and RECO permit the display of sold data. In addition, a brokerage will have access to its database of sold properties. Franchises will have access to a database of properties sold by its

franchisees. For example, Century 21's website appears to contain a database of sold properties from its affiliated brokerages across Canada.

186. **Offer of cooperating broker commission:** this exclusion was part of NAR's VOW Policy that it negotiated with the US Department of Justice. The exclusion was incorporated into TREB's VOW Policy without much discussion or consideration. The TREB VOW Task Force has now discussed this issue further, and continues to believe that the offering of commission is a Member to Member contractual issue.

187. **Withdrawn, expired, suspended, or terminated listings:** this exclusion was part of NAR's VOW Policy that it negotiated with the US Department of Justice. The disclosure of this information raises legal and privacy issues.

188. ~~**Lack of virtual tours and open house information:** TREB is currently considering how to include this information in the VOW datafeed.~~

188.1 Virtual tours and open house information: Virtual tour and open house information is now included in the VOW datafeed.

189. **Geomapping:** TREB operates its Geomapping software on licence from [REDACTED], and is contractually prohibited from providing this information through the VOW feed. Mapping is a complex issue, and TREB will continue to try to find any solution to maximize accuracy of mapping on VOWs.

190. **Price change information:** ~~TREB is examining how to include price change information in the VOW feed.~~ **Listing price change information is now included in the VOW datafeed.**

191. **Number of days on market:** Days on market is currently part of the VOW datafeed.

191.1 After fulfilling its mandate, the original VOW Task Force ceased to exist on July 1, 2013.

(c) New VOW Task Force

192. On February 18, 2015, TREB's CEO John DiMichele recommended to the Board of Directors that a new VOW Task Force be struck to review TREB's existing VOW Policy in accordance with TREB's strategic plan. The mandate and membership of the new VOW Task Force was ratified by the Board of Directors on February 26, 2015. John DiMichele's memorandum to the Board of Directors is attached to my witness statement as Exhibit SS, and an excerpt from the minutes of the February 26, 2015 Board of Directors meeting during which the new VOW Task Force was ratified is attached to my witness statement as Exhibit TT.

193. The new VOW Task Force will be meeting in the very near future to commence its work.

191-194. The VOW datafeed has been in existence since November 2011 for 8 months. This service is still in its infancy. TREB will continue to listen to the feedback of its Members in shaping the VOW Rules and Policies as it goes forward.

(d) VOW Policy and Rules Compliance Issues

195. On October 22, 2014, TREB sent a compliance warning e-mail out to all of its VOW operators and AVPs. This was as a result of TREB noticing an increase in VOW Policy and Rules non-compliance incidents over previous months. TREB had also fielded several complaints about Member non-compliance during this same period of time. TREB's compliance warning e-mail of October 22, 2015 is attached to my witness statement as Exhibit UU.

196. Member compliance improved following October 22, 2014. TREB did not cut off access to anyone's VOW data feed arising from its October 22, 2014 e-mail, and TREB has in fact yet to terminate anyone's VOW data feed since the inception of the VOW data feed.

197. The only complaint that TREB received arising from its VOW compliance warning e-mail was the letter of John Pasalis dated October 24, 2014 which reads as though it was drafted for inclusion in his second witness statement in this proceeding, and the letter is in fact is attached to such witness statement as Exhibit B.

SIGNED THIS, this 13th day of May, 2015.



DONALD RICHARDSON
THE TORONTO REAL ESTATE BOARD

CT-2011-003	
COMPETITION TRIBUNAL	
THE COMMISSIONER OF COMPETITION - and - THE TORONTO REAL ESTATE BOARD - and - THE CANADIAN REAL ESTATE ASSOCIATION AND REALTYSELMERS REAL ESTATE INC.	Applicant Respondent Intervenors
<u>UPDATED</u> WITNESS STATEMENT OF DONALD RICHARDSON, THE TORONTO REAL ESTATE BOARD	
AFFLECK GREENE McMURTRY LLP 365 Bay Street, Suite 200 Toronto, Ontario M5H 2V1 Donald S. Affleck, Q.C. LSUC#: 10420B David N. Vaillancourt LSUC#: 569691 Fiona Campbell LSUC#: 60383V Tel: (416) 360-2800 Fax: (416) 360-5960 Counsel for The Toronto Real Estate Board	

EXHIBIT

A

TORONTO REAL ESTATE BOARD

2014 / 2015 STRATEGIC PLAN



Confirming Our Strategic Framework And
2014-2015 Leadership Priorities

Table of Contents

1. Pledge of Competition.....Page 2

2. Governance Philosophy and Structure / Mission StatementPage 3

3. President’s Message/Introductory Comments.....Page 4

4. CEO’s Message/Execution Excellence.....Page 4

5. Board of Directors’ MessagePage 4

6. 2014-2015 Board of DirectorsPage 5

7. 2014-2015 Strategic Plan “At a Glance”Page 5

8. Strategic Plan Decision CriteriaPage 7

9. Our Core Commitments.....Page 9

10. PurposePage 9

11. MissionPage 9

12. ValuesPage 9

13. Our Vision.....Page 9

14. Strategic Themes.....Page 10

15. Internal Priorities to Support Our Promises to MembersPage 11

PLEDGE OF COMPETITION

Member Boards and Associations of The Canadian Real Estate Association support free and open competition. We believe in the principles embodied in the Competition Act of Canada. Therefore we adhere to a Code of Conduct which includes the following standards:

- Commission rates or fees members charge for services offered to the public, and the division of those fees among cooperating members, are solely the choice of those providing the services.
- A brokerage may offer any variety of services e.g. exclusive, open, MLS® listings etc. Boards and real estate Associations accept MLS® listings regardless of the price, commission rates or fees, or the division thereof.
- Advertising by members and non-members is subject to the discretion of the individual, as long as it is honest and lawful. We encourage creative, competitive choice in the services advertised to the public.
- The business relationships between broker members, their salespersons and non-members is theirs to determine. With regard to Board and Association membership, members may choose for themselves to work full or part time, as long as they remain available to serve the public on a regular basis and provided provincial enabling legislation does not otherwise authorize a limitation of such choice.

All members are required to meet uniform and reasonable financial and educational standards. They are required to demonstrate integrity and character necessary to protect the public.

By using the MLS® and REALTOR® trademarks, all member Boards and Associations of The Canadian Real Estate Association proclaim adherence to these principles, designed to preserve free and open competition.

GOVERNANCE PHILOSOPHY AND STRUCTURE

MISSION STATEMENT:

"To be the primary professional resource providing, preserving and promoting the continuing real estate success of all Members."

Membership Driven: The Board's mission is to benefit Members. "Working to meet the needs of TREB Member REALTORS®"

Board of Directors: Sets the overall direction and establishes policy. The Board of Directors meetings involve strategic planning, policy decisions approval of committee objectives and approval of budget.

The President: The President acts as Chairman of the Board. The President is responsible for and acts as the communications link for the Directors.

The CEO: The Chief Executive Officer is the senior staff officer responsible for the day-to-day running of the Association. The CEO is responsible for and acts as the communications link for the staff and co-ordinates departmental and committee activity.

Committees: Plan objectives in their specialized areas in accordance with the overall direction of priorities established by the Board of Directors. Objectives are reported to the Board of Directors for approval and are used in the budgeting process.

Staff Departments: Provide technical advice, recommendations, and guidance to the committees in planning objectives.

Staff departments prepare budgets for discussion with the Staff Director of Finance and CEO. The overall budget is submitted to the Finance Committee for recommendation to the Board of Directors.

PRESIDENT'S MESSAGE

Introductory Comments

Welcome to the Toronto Real Estate Board's 2014-15 Strategic Plan. This plan is a refinement to our 2013-14 Strategic Plan and reinforces TREB's high-level priorities for the coming year. We are immensely proud of our organization and the many successes we have achieved for our Members and our industry. As organized real estate continues to face significant changes and challenges, we are confident that the Toronto Real Estate Board can, and will, continue to pioneer the way and ensure that its Members, industry partners and colleague Boards value the innovation and service we provide.

While strategic planning is the responsibility of the Board of Directors and senior Staff, we appreciate that there are many other voices and perspectives that can add confidence to the decisions and directions we will take. In 2014, we will look forward to hearing more from those many voices!

I would also like to thank our operational leadership and the strong team of people that make TREB one of the best real estate Boards in Canada. Without their expertise and commitment, the Board's directions and priorities could not come to life.

Paul Etherington, President

CEO'S MESSAGE

Execution Excellence

We depend heavily on our operational and volunteer leadership, together with their capable teams, to fulfil our short and long-term priorities. Guided by our core commitments and history of success, our people will be instrumental in achieving the important goals set forth in this strategic plan. We have the utmost trust in our people and will be monitoring and reporting on our progress as part of our commitment to responsible stewardship and good governance.

As we track our performance, we will continue to benchmark our progress with other leading Board and Association practices. We will work closely with our organized real estate community to ensure our priorities are being advanced through the most collaborative efforts. We will remain prepared, aware and capable so that we can respond quickly to the new, unforeseen opportunities and challenges that are likely to arise along the way.

John DiMichele, CEO

BOARD OF DIRECTORS' MESSAGE

Good Governance

As Board members, we understand and accept our responsibility to continually heighten our governance effectiveness through improved decision-making and performance monitoring in the areas of strategic leadership, fiduciary stewardship, and risk and asset management. We are also deeply aware that our Members have expectations for the highest Board and organizational performance possible.

Over the past five years, Canada's economy, and organized real estate itself, have undergone significant change. Evolving our way of operating and governing in this new and rapidly changing context is paramount to our own effectiveness as a Board and to the sustainability of TREB. To do this, our working relationships amongst ourselves must be strong and we must continually seek out ways to "raise the bar" on our governance capabilities. We will continue to develop and apply sound governance practices, improved accountability and transparency. This is our commitment to you.

The TREB Board of Directors

2014 - 2015 Board of Directors



Paul Etherington
President



Mark McLean
President-Elect



Dianne Usher
Past President



Gurcharan (Garry) Bhaura
West Brokerage
Director



Larry Cerqua
Central Non-Brokerage
Director



Michael Collins
West Non-Brokerage
Director



Karen Gerrard
North Non-Brokerage
Director



Don Kottick
Director-at-Large



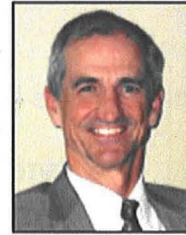
John Lusink
Director-at-Large



Michelle Makos
East Non-Brokerage
Director



Rosalind Menary
East Brokerage
Director



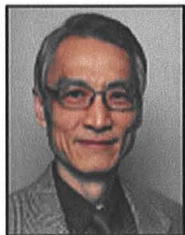
Donald Patterson
Director-at-Large



Shirley Porter
Director-at-Large



Sandra Rinomato
Director-at-Large



Joseph C.W. Shum
North Brokerage
Director



Tim Syrianos
Central Brokerage
Director

2014-2015 STRATEGIC PLAN "AT A GLANCE"**Purpose**

- Advancing the continuing success of our membership

Mission

- To be the primary professional resource providing, preserving and promoting the continuing real estate success of all Members

Values

- Integrity
- Leadership
- Professionalism
- Responsiveness
- Value
- Environment

Strategic Priorities**Members - *Provide***

1. Access to reliable resources and solutions
2. Opportunities to communicate and engage
3. Reasons to choose TREB as preferred supplier of professional development

Members - *Preserve*

1. Consumer and regulator confidence in REALTOR®/profession
2. Communication and positive relationships through all levels of the real estate community
3. Members' interest with government and stakeholders
4. Integrity of messages with media and other trusted purveyors of information

Members - *Promote*

1. Belonging to a supportive, connected and valuable profession
2. Involvement and giving back to the community at large
3. The high standards and image of the profession

People

1. Establish and sustain a culture that values individual and team contribution
2. Continue to attract top talent staff

Internal Systems

1. Ensure all systems and processes support Member needs and service expectations
2. Ensure operational excellence and best practice in all our systems and processes

Financial Priorities

1. Ensure accountability and transparency in use of Members' resources
2. Ensure a strong and sustainable financial resource base

Strategic Plan Decision Criteria

As we refreshed our strategic plan, we reminded ourselves of what a successful plan should be:

1. Predominantly a "what" document - defining our highest level promises and priorities
2. Usable as a working document in ongoing Board and operational decision-making
3. Reflects Members' and stakeholders' most common interests, concerns and needs
4. Provides clear and actionable direction to operations; informs the operational plans
5. Advances the organization's priorities in a balanced way.
6. Priorities have a reasonable prospect of success
7. Achievements and success can be measured

Our Organization

The Toronto Real Estate Board is a not-for-profit corporation founded in 1920 by a small group of real estate practitioners. Today, as Canada's largest real estate Board, TREB serves more than 39,000 licensed real estate Brokers and Salespersons in and about the Greater Toronto Area. TREB is the collective voice for its REALTOR® Members and operates under the direction of an elected voluntary Board of 16 Directors. These Directors are, in fact, Members themselves, volunteering their time in the best interest of all TREB Members.

Our Core Member Services Include:

- Multiple Listing Service® (MLS®)
- Buyer Registry Service® (BRS®)
- Market Reports
- Data Access
- Government Relations
- Communications
- Education
- Professional Standards
- Arbitration

For more information about the Toronto Real Estate Board, please visit us at www.torontorealestateboard.com

Some Recent Successes

As we begin looking to our future, we can take pride in our many recent accomplishments. Through these successes we have learned how to listen and respond to Members' needs and lead our Association through turbulent times. These are experiences and skills that we will build upon as we move ahead with our 2014-15 plan. Some of our recent successes include:

- Improved communication with Members
- Heightened Member engagement and participation in TREB
- Opening doors for more collaborative relationships with CREA, OREA and colleague Boards
- Improved relationships with media
- Successful efforts to lobby governments to protect consumers and REALTORS®
- Addressing ongoing litigation and challenges with the Competition Bureau
- Reducing further impact of land transfer tax on our Members
- Increasing information and services related to the commercial and condo sectors
- Expansion of the CONNECT Program
- The ongoing success and growth of REALTOR® QUEST
- Ongoing development and cut over to New Stratus

Our Environment and Evolving Context

As we reviewed and refreshed our priorities, we took time to reflect on the changing environment and our evolving operating context. While many of these patterns and trends are beyond our control, we must pay close attention to their potential impact, both positive and negative, on our Members and on TREB. Some of the most significant influences identified include:

Global Patterns

- Lingering worldwide, regional and local economic challenges
- Demographic shifts
- Multicultural landscape
- Trends towards increased collaboration, partnerships and consolidation
- Heightened public, government and Member scrutiny and expectations
- Increased use and influence of social media
- Mobile technology – “immediacy effect”

Industry Patterns

- Possible changes and ongoing pressures evolving the market
- New legislation: Bill 65 – corporation act; Bill 55
- Evolving role of regulators; standards, oversight, education
- Ongoing competition to the MLS®; security of the MLS®
- Adapting to the increasing consumer control over the transaction
- Role of REALTOR® and consumer expectations
- Pressures on commissions
- Electronic signatures – transition
- Evolving role and value of CREA and Provincial Associations and 3-way agreement
- Consolidation of local real estate Boards
- Regional MLS® Systems
- Increased attention to governance: structures, processes, people, culture
- Impact of new legislation (FINTRAC and CASL)

TREB Patterns

- Ongoing Competition Bureau and legal matters
- Transition to New Stratus
- Changing profile of membership: volume, demographics, expectations
- Governance and leadership transitions
- Relationships with CREA, OREA and colleague local Boards

Implications of These Patterns

With so much change and uncertainty in the environment, it is clear that TREB's leadership, the Board of Directors, Senior Management, and countless volunteers must continue to:

- Closely monitor the evolution and impact of these changes on membership
- Seek out more and improved information, data and perspectives to better inform during the decision-making process at the Board table and operational levels
- Better engage membership and critical segments of membership in understanding and developing their needs and solutions of the future
- Develop stronger, more collaborative and trusting relationships with industry partners and stakeholders

- Ensure the highest calibre of governance and leadership to tackle the emerging issues and make the best decisions on behalf of the membership
- Remain responsive and flexible to the changing needs and expectations of all stakeholders
- Be proactive: take leadership roles on issues and innovations that impact not only TREB members but others in organized real estate facing similar challenges
- Demonstrate accountability, responsibility and transparency

Our Core Commitments

As part of developing our 2014-2015 Strategic Plan, we reviewed our core purpose and our mission statements. These core commitments continue to guide us in the work we do every day in striving to achieve and meet our Members' expectations. With a united Board of Directors and capable staff, these statements will continue to motivate us to contribute in a meaningful way, with purpose and focus, and will act as our ultimate measure of success.

Purpose

- Advancing the continuing success of our membership.

Mission

- To be the primary professional resource providing, preserving and promoting the continuing real estate success of all Members.

Values

- **Integrity:**
Principled, fair and honest actions; sensible and responsible business and fiscal policies
- **Leadership:**
Visionary, progressive and innovative decisions; forward thinking, flexible and informed judgements
- **Professionalism:**
High standards that advance the industry and ensure well organized, high quality Association services
- **Responsiveness:**
Member focused and Member friendly, effective communication, respect for the individuality of our Members and accountable to them
- **Value:**
Provide Member value/return on investment (ROI) in a productive and fiscally responsible manner
- **Environment:**
In planning all future activities, TREB takes into consideration the welfare of our environment and future generations

Our Vision

As TREB looks further into the future, we must continue to provide answers to the question "What is the most compelling picture-or *vision* of our preferred future?" Such an important question requires input from our Members and from our most valued industry partners. Together, we will begin to create a new and compelling picture of TREB's future—our VISION—and concentrate on our priorities and efforts to take us there. As a Member-based Association, our priorities will always focus on delivering outcomes and real value to our Members.

Strategic Themes

The **three strategic themes** that guide our 2014-15 planning and priorities for Members are to:

- 1. PROVIDE**
- 2. PRESERVE**
- 3. PROMOTE**

For each of these strategic themes, we have set a few, yet critical, **strategic priorities**. Each of these strategic priorities is the Board's highest level "promise" to the membership. Each priority also sets a clear direction for operational leadership to begin aligning the resources and operational plans required to deliver on these promises.

To PROVIDE - Strategic Priorities

1. TREB Members will have convenient access to a reliable resource of essential information, knowledge, advice, education and services that respond to their current and anticipated needs.
2. TREB Members will have ample opportunities to engage and communicate with the Board in a variety of two-way, face-to-face, outreach and virtual formats.
3. TREB Members will understand, embrace and utilize the valuable Professional Development opportunities offered by the Board, and choose to make TREB their preferred provider.

To PRESERVE - Strategic Priorities

1. TREB Members will benefit from the regulator's and consumers' increased confidence in REALTORS®' professionalism, specialized knowledge, high standards, technological sophistication, productivity, and contribution to the community's economy and culture.
2. TREB Members will benefit from enhanced communication among, and relationships with, the critical partners of organized real estate: OREA, CREA, RECO, and neighboring Boards.
3. TREB Members will benefit from coordinated lobbying efforts with municipal, regional and provincial governments, staff and associated stakeholders.
4. TREB Members will benefit from strengthened relationships and proactive message management with media and other trusted sources of information.

To PROMOTE - Strategic Priorities

1. TREB Members will benefit from belonging to an inclusive, supportive and connected organizational "community" that offers a truly valuable and enjoyable individual membership experience.
2. TREB Members will "give back" to the community through involvement in important causes such as homeless programs, charities, the Ontario REALTORS Care® Foundation, environmental issues, and quality of life.
3. TREB Members will hold high and live out the professional standards and image that earns them the label "professional", and the confidence of their peers, clients and consumers.

INTERNAL PRIORITIES TO SUPPORT OUR PROMISES TO MEMBERS**People Priorities**

TREB could not possibly deliver the quality of service it aspires to without the dedication of talented and committed people. Throughout our organization, staff and management take pride in their work and strive to provide the highest levels of service possible to meet the needs of our Members. We will continue to do our best to attract, retain and plan for the next generation of best-of-class Board professionals.

Our Priorities are:

- 1. Establish and sustain a culture that values individual and team contribution**
- 2. Continue to attract top talent staff**

Internal Systems Priorities

Balancing resource efficiency, effectiveness, quality service, and Member accountability is a delicate act. TREB will continue to actively seek out ways to deliver more, more effectively, with less. This will require digging deeper into our own assumptions and ways of working, leaving no rock unturned. Perhaps more importantly, sustainable system improvements will require us to work more closely together with our stakeholders and colleague Boards to explore, innovate, and implement new, shared ways of working. Clearly, technology will continue to play a role in this endeavour, and TREB will seek to stay on the leading edge of tools that can advance our goals of increased efficiency, effectiveness and quality service.

Our Priorities are:

- 1. Ensure all systems and processes support Member needs and service expectations**
- 2. Ensure operational excellence and best practice in all our systems and processes**

Financial Priorities

Our Members expect the highest level of financial stewardship from TREB. We have been diligent in ensuring that our operational and governance systems and processes related to financial stewardship meet the highest standards possible, and we have made great progress. Ensuring the long-term financial viability of our organization and value for our Members requires us to continue to explore new models of service, delivery and value.

Our Priorities are:

- 1. Ensure accountability and transparency in use of Members' resources**
- 2. Ensure a strong and sustainable financial resource base**

EXHIBIT

B

The Toronto Real Estate Board

By-Law

The following is TREB's By-Law ratified at the TREB October Annual Meeting

held on October 22, 2013

Effective December 31, 2013

This copy of the By-Law is for reference only.

The official copy is maintained at the TREB offices.

Future amendments to this By-Law will be posted on Toronto MLS.



TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION AND CORPORATE MATTERS	7
SECTION 1 - Name.....	7
SECTION 2 - Definitions and Interpretations	7
SECTION 3 - Purpose	11
SECTION 4 - Jurisdictional Area	11
SECTION 5 - Head Office.....	11
SECTION 6 - Seal	11
SECTION 7 - Fiscal Year	11
ARTICLE 2 MEMBERSHIP	12
SECTION 1 - Members and Eligibility for Membership.....	12
SECTION 2 - Applications for Membership	13
SECTION 3 - Members Generally.....	13
ARTICLE 3 OBLIGATIONS AND REPORTING	15
SECTION 1 - Obligations of Partnerships and Corporations	15
SECTION 2 - Change of Ownership or Control.....	15
SECTION 3 - Furthering the Objects of TREB, Compliance with By-Law.....	16
SECTION 4 - Termination of Membership	16
SECTION 5 - Members with Offices Within Jurisdictional Area	17
SECTION 6 - Members with Offices Outside Jurisdictional Area.....	18
ARTICLE 4 MEMBERSHIP FEES.....	19
SECTION 1 - Payment of Membership Fees.....	19
SECTION 2 - Non-Payment of Amounts Owed to TREB	20
SECTION 3 - Payment and Collection of Fees	21
SECTION 4 - Publication and Release.....	21
ARTICLE 5 VOTING AND MEETINGS OF MEMBERS	22
SECTION 1 - Voting Rights.....	22
SECTION 2 - Voting - Proxies and Electronic Ballots.....	22
SECTION 3 - Spring Annual Meeting.....	24
SECTION 4 - Notice Requirements.....	24
SECTION 5 - General Provisions Relating to Meetings of Members	24
SECTION 6 - Voting Procedure at Meetings	25
SECTION 7 - Spring Annual Meeting.....	25
SECTION 8 - Nominating Committee.....	26
SECTION 9 - Eligibility for Nomination	26
SECTION 10 - Running for Office Mid-Term	27
SECTION 11 - Nominations.....	27
SECTION 12 - Biographical Data	28
SECTION 13 - Election Procedures	28
SECTION 14 - Other Meetings of Members	29

ARTICLE 6 BOARD OF DIRECTORS.....	30
SECTION 1 - Board of Directors	30
SECTION 2 - Qualifications of Directors.....	31
SECTION 3 - Vacancies on the Board of Directors	31
SECTION 4 - Removal of Directors.....	32
SECTION 5 - Remuneration of Directors.....	32
SECTION 6 - Executive Committee.....	33
SECTION 7 - Meetings of the Directors	34
SECTION 8 - Officers of TREB.....	34
SECTION 9 - Committee Secretaries	36
SECTION 10 - Banking.....	36
SECTION 11 - Indemnity	36
SECTION 12 - Execution of Contracts, Etc.	36
SECTION 13 - Respecting the Borrowing of Money, Etc.....	37
SECTION 14 - Voting Shares and Securities in Other Companies	37
SECTION 15 - Rules and Policies.....	37
SECTION 16 - Hearing Committees	37
SECTION 17 - Financial Expenditure Approval Limitations.....	38
ARTICLE 7 COMMITTEES	39
SECTION 1 - Committees	39
SECTION 2 - Arbitration and Professional Standards Steering Committee	39
SECTION 3 - Member Communications Committee.....	39
SECTION 4 - Education Committee	40
SECTION 5 - Finance Committee.....	40
SECTION 6 - Government Relations Committee.....	40
SECTION 7 - MLS® Committee	41
SECTION 8 - Commercial Committee.....	41
ARTICLE 8 SYMBOLS, CRESTS AND CERTIFICATES.....	42
SECTION 1 - Use of Symbols.....	42
ARTICLE 9 ORDER OF PROCEDURE	43
SECTION 1 - Order of Procedure at Meetings.....	43
ARTICLE 10 OREA AND CREA MEMBERSHIP	44
SECTION 1 - Membership in OREA	44
SECTION 2 - Membership in CREA	44
SECTION 3 - Termination of Membership	44
ARTICLE 11 BY-LAW AMENDMENTS.....	45
SECTION 1 - By-Law Amendments	45
SECTION 2 - Approval of By-Law Amendments.....	45
SECTION 3 - Effect of Amendments	45

ARTICLE 12 NOTICES	46
SECTION 1 - Notices	46
SCHEDULE "A" Jurisdictional Area of TREB.....	47
SCHEDULE "B" Membership Fees.....	48
SCHEDULE "C" Arbitration	50
SECTION 1 - Definitions	50
SECTION 2 - Arbitration Roster – Composition and Powers	51
SECTION 3 - Custody of Files and Documents	52
SECTION 4 - Submission to Arbitration	52
SECTION 5 - Successor Brokerage Liabile.....	53
SECTION 6 - Filing of Claim.....	53
SECTION 7 - Filing a Response.....	54
SECTION 8 - Notice of Hearing.....	55
SECTION 9 - Mediation	55
SECTION 10 - Powers of Arbitrators.....	56
SECTION 11 - Qualifications of Arbitrators and Mediators	56
SECTION 12 - Selection of Arbitrators.....	56
SECTION 13 - Original Documents and Evidence	57
SECTION 14 - Recording of Hearings	57
SECTION 15 - Witnesses	57
SECTION 16 - Legal Counsel or Other Representative	57
SECTION 17 - Postponements and Adjournments.....	58
SECTION 18 - Award of Arbitrators.....	58
SECTION 19 - Award Binding.....	59
SECTION 20 - Costs and Penalty	59
SECTION 21 - Interest on Award.....	59
SECTION 22 - Notice of Award.....	60
SECTION 23 - Appeal to OREA	60
SECTION 24 - Filing the Appeal	61
SECTION 25 - Reply to Appeal	61
SECTION 26 - Notice of Appeal.....	61
SECTION 27 - Record of Arbitration Hearing.....	62
SECTION 28 - Notice of Appeal Hearing	62
SECTION 29 - Legal Counsel	62
SECTION 30 - Selection of OREA Appeal Panel	62
SECTION 31 - Nature of Appeal Hearing.....	63
SECTION 32 - Powers of OREA Appeal Panel	63
SECTION 33 - Qualifications of OREA Appeal Panel	63
SECTION 34 - Appeal Panel Award.....	63
SECTION 35 - Failure to Comply with Submission or Award	64
SECTION 36 - Notices	64
SECTION 37 - No Action at Law or Equity.....	64
SECTION 38 - Exclusion of the Arbitration Act, 1991, S.O. 1991, c.17	64

SCHEDULE “D” – PROFESSIONAL STANDARDS 65

SECTION 1 - Definitions 65

SECTION 2 - Application of Schedule and Power..... 66

SECTION 3 - Ceasing to be a Member 67

SECTION 4 - Composition of Professional Standards Review Roster and Professional Standards Review Panel 67

SECTION 5 - Qualifications of Members Of All Professional Panels..... 67

SECTION 6 - Jurisdictional Review..... 68

SECTION 7 - TREB Complaint Review 69

SECTION 8 - Powers and Responsibilities of Researcher 69

SECTION 9 - Allegation Statement and Response 70

SECTION 10 - Professional Standards Review Panel Complaint Review 71

SECTION 11 - Special Administrative Fee 72

SECTION 12 - Composition of Professional Standards Hearing Roster..... 72

SECTION 13 - Jurisdiction of the Professional Standards Hearing Roster 72

SECTION 14 - Composition of Professional Standards Hearing Panel and Other Procedural Matters 73

SECTION 15 - Postponements and Adjournments..... 74

SECTION 16 - Decision of the Professional Standards Hearing Panel 75

SECTION 17 - Decision and Penalties 75

SECTION 18 - Notice of Decision 76

SECTION 19 - Effective Date of Decision..... 76

SECTION 20 - Professional Standards Hearing Panel Decision Compliance Date 76

SECTION 21 - Appeal of Professional Standards Hearing Panel Decision 77

SECTION 22 - Composition Of Professional Standards Hearing Appeal Roster 78

SECTION 23 - Composition of Appeal Panel 78

SECTION 24 - Record of The Professional Standards Hearing 78

SECTION 25 - Appeal..... 78

SECTION 26 - Disposition of Appeal 79

SECTION 27 - Appeal Decision..... 79

SECTION 28 - Notification of Decision..... 80

SECTION 29 - Failure to Comply 80

SECTION 30 - Confidentiality of Documents..... 80

SECTION 31 - No Action in Law or in Equity 80

FORM “A” Notice of Appeal 82

FORM “B” TREB Electronic Ballot 83

FORM “C” The Toronto Real Estate Board Election Proxy Form 85

FORM “D” Annual Meeting Proxy Form 86

Article 1
Interpretation and Corporate Matters

ARTICLE 1
INTERPRETATION AND CORPORATE MATTERS

SECTION 1 - Name

- 1.01 The name of the Corporation shall be The Toronto Real Estate Board, hereinafter referred to as TREB.

SECTION 2 - Definitions and Interpretations

- 2.01 For purposes of this By-Law, the term:

- (a) “**Act**” means the *Real Estate and Business Brokers Act*, RSO 2002, chapter 30, Schedule “C”, as amended, and any successor legislation;
- (b) “**Affected Members**” has the meaning set out in Article 4, Section 2.02;
- (c) “**Arbitration Act**” means the *Arbitration Act, 1991*, SO 1991, c. 17, as amended, and any successor legislation;
- (d) “**Banking Institution**” means a bank as defined by Schedule I of the Bank Act, 1991, c. 46, as amended, and any successor legislation;
- (e) “**Board of Directors**” means the Board of Directors of The Toronto Real Estate Board, as further described in Article 6, Section 1.02 hereof; “**Director**” means a person who is a member of the Board of Directors; and “**Directors**” means the Board of Directors, unless the context indicates otherwise;
- (f) “**Branch Office**” means any office of a Member that is a Brokerage other than the main office, which is registered in accordance with the Act, and at which the business of trading in real estate is conducted;
- (g) “**Broker**” means “broker” as defined in the Act;
- (h) “**Broker of Record**” means a person registered as a broker under the Act, who is a director, officer, and shareholder, in the case of a corporate Brokerage, the sole proprietor in the case of a sole proprietorship Brokerage, or partner in the case of a partnership Brokerage, and who is or has been designated as the Broker of Record of the Brokerage for the purposes of the Act, this By-Law and the relationship between the Brokerage and TREB;
- (i) “**Brokerage**” means a “brokerage” as defined in the Act;
- (j) “**By-Law**” means this By-Law, and all Schedules, Forms, additions or amendments hereto, as may be approved by the Board of Directors and confirmed in accordance with the provisions of Article 12 hereof, and includes any rule or regulation in force as approved by the Board of Directors from time to time, including rules and policies governing the Multiple Listing Service® of TREB and the Code of Ethics and Standards of Business Practice of TREB;

Article 1
Interpretation and Corporate Matters

- (k) “**Chief Executive Officer**” shall mean the chief staff person responsible for the general operation of TREB under the direction of the Board of Directors;
- (l) “**Chief Returning Officer**” shall mean the chief person responsible for the conduct of an election and the Chief Returning Officer shall not be a Member;
- (m) “**Committee**” means any Committee described in this By-Law and includes any Committee established by the Directors from time to time;
- (n) “**Corporations Act**” means the *Corporations Act*, RSO 1990, c. C-38, as amended, until the date immediately preceding the date the *Not-for-Profit Corporations Act, 2010* (Ontario) is proclaimed in effect and thereafter the *Not-for-Profit Corporations Act, 2010* (Ontario), from the date it is proclaimed in effect;
- (o) “**Councillor**” has the meaning set out in Article 8, Section 3.01;
- (p) “**CREA**” means The Canadian Real Estate Association, or any successor organization;
- (q) “**CREA Code**” means the CREA Code of Ethics and Standards of Business Practice adopted or amended from time to time by CREA;
- (r) “**Defaulting Member**” has the meaning set out in Article 4, Section 2.01;
- (s) “**Deficit**” has the meaning set out in Article 6, Section 17.02;
- (t) “**Director-at-Large**” shall mean a Director elected by Members from all four Regions;
- (u) “**Electronic Ballot**” means a form of electronic proxy issued by a Member that is completed and submitted in the manner set out in Article 5, Section 2.07;
- (v) “**Employed**” shall mean employed, appointed or authorized, whether by an employment contract (either oral or written) or by any other contract and, without limiting the generality of the foregoing, shall include an independent contractor relationship; and “employ”, “employs”, “employment” and “employee” shall have such similar expanded definitions;
- (w) “**Honourary Life Award**” has the meaning given by TREB in the policy approved by the Directors from time to time;
- (x) “**Honoured Friends of TREB**” means individuals who are not Members and are not entitled to any membership privileges, but (i) have been identified as honoured friends of TREB by the Board of Directors from time to time; or (ii) are Honourary Life Award recipients who no longer trade in real estate and in each case shall have such rights, privileges and/or benefits as the Board of Directors may from time to time determine;
- (y) “**Jurisdictional Area**” has the meaning given in Article 1, Section 4;
- (z) “**Letters Patent**” means the Letters Patent dated November 29, 1920, as amended by the Supplementary Letters Patent dated July 18, 1952 and as amended by the Supplementary Letters Patent dated March 29, 1984.

Article 1
Interpretation and Corporate Matters

- (aa) “**Member**” shall mean a Brokerage, Salesperson or Broker granted membership pursuant to Article 2 of this By-Law, who is in good standing with TREB at the time of the meeting of Members and who is therefore entitled to one vote at the meeting of Members pursuant to the provisions of this By-Law. For greater certainty, a Brokerage and its Broker of Record are deemed to be one Member for the purposes of this By-Law;
- (bb) “**Membership Fee**” has the meaning set out in Article 4, Section 1.01;
- (cc) “**MLS®**” shall mean the Multiple Listing Service® of TREB; and “**MLS® System**” shall mean the aggregation of all Content as well as its or their selection, assembly, and arrangement, that from time to time comprises the Internet based service currently known as the Multiple Listing Service (MLS), and any successor or replacement service thereto owned and operated by or on behalf of TREB. “**Content**” means all information, comments, opinions, statements, advice, descriptions, services, offers, data, files, links, ideas, software, images, graphics, audio clips, video clips, icons, or any other form of content or information.
- (dd) “**MLS® Notice Page**” means the page of notices published by TREB with the MLS® Listings;
- (ee) “**Office**” means a business office maintained by a Member that is a Brokerage, and used for the Real Estate Business in compliance with all local zoning By Laws and requirements and available to serve the public on a regular and consistent basis;
- (ff) “**OREA**” shall mean the Ontario Real Estate Association or any successor organization;
- (gg) “**OREA By-Law**” means the by-law enacted by OREA, as may be amended from time to time by OREA;
- (hh) “**Paper Proxy**” means a proxy in writing in the form prescribed by the Corporation, and attached as Forms “C” and “D” as applicable, signed by a Member or someone authorized by him, under power of attorney, to sign the proxy on behalf of that Member;
- (ii) “**Past President**” means the person who has most recently served as President and who is willing and able to serve as Past President;
- (jj) “**President**” means the person who has most recently served as President-Elect and who is willing to serve as President;
- (kk) “**President-Elect**” means the person who has most recently been elected by Members in accordance with Article 5 to serve in the position of President-Elect;
- (ll) “**Real Estate Business**” includes the business of acting for compensation as agent or consultant in the buying, selling, exchanging, renting, managing or appraising of real property or the buying, selling, exchanging or appraising of businesses, together with any other activity for which registration is required under the Act, and specifically including without limiting the generality of the foregoing, mortgage brokerage, insurance brokerage, real estate financing and syndication, real estate development and the teaching of courses for TREB, CREA, OREA and real estate institutes;
- (mm) “**RECO**” means the Real Estate Council of Ontario, or its successors, from time to time;

Article 1
Interpretation and Corporate Matters

-
- (nn) **“RECO Code”** means the Code of Ethics and Standards of Practice adopted or amended from time to time by RECO;
 - (oo) **“Region”** means each of the four MLS® Districts; North, East, West and Central as identified by TREB from time to time; and **“Regional”** shall mean with reference to a Region;
 - (pp) **“Registrar”** means the Registrar of Real Estate and Business Brokers appointed pursuant to the Act;
 - (qq) **“Regulations”** means the current Regulations under the Act;
 - (rr) **“Salesperson”** means a “salesperson” as defined in the Act;
 - (ss) **“Signing Officers”** has the meaning set out in Article 6, Section 10.02;
 - (tt) **“Term Limit”** means the maximum number of consecutive terms of office for which a Director may hold office and which is further described in Article 6, Section 1.03(b);
 - (uu) **“trade”** includes a disposition or acquisition of or transaction in real estate by sale, purchase, agreement for purchase and sale, exchange, option, lease, rental or otherwise and any offer or attempt to list real estate for the purpose of such a disposition, acquisition or transaction, and any act, advertisement, conduct or negotiation, directly or indirectly, in furtherance of any disposition, acquisition, transaction, offer or attempt, and the verb **“trade”** and **“trading”** have a corresponding meaning.
 - (vv) **“TREB”** means The Toronto Real Estate Board;
 - (ww) **“TREB Policy”** has the meaning set out in Article 6, Section 15;
 - (xx) **“Trust Company”** means a Member which is a Brokerage that is registered in *the Loan and Trust Corporations Act* (Ontario);
 - (yy) **“Voting List”** has the meaning set out in Article 5, Section 13.06;

2.02 In this By-Law, unless the context otherwise requires:

- (a) words importing the singular shall include the plural, and vice versa;
- (b) words importing the masculine gender shall include the feminine gender, and vice versa;
- (c) “may” is construed as permissive; and
- (d) “shall” is construed as imperative.

2.03 Where there is any reference made in the By-Law and any special resolutions of TREB, to any statute or any part of it, such a reference shall also be deemed to include any amendment, re-enactment or successor legislation of that statute as the case may be.

2.04 Where reference is made by number to provisions of this By-Law, the number first mentioned and the number last mentioned shall both be deemed to be included in the reference.

Article 1
Interpretation and Corporate Matters

- 2.05 Any word or term defined by the Act or by the Regulations shall have the meaning given to it in the Act or Regulations.
- 2.06 Except where expressly provided, the division of this By-Law into Articles, sections and subsections, and the insertion of headings, subheadings, marginal notes and table of contents or index (if any) are for convenience of reference only and shall not affect the construction or interpretation of this By-Law.
- 2.07 Any and all Schedules and Forms to this By-Law are expressly incorporated into and form part of this By-Law.

SECTION 3 - Purpose

- 3.01 The purposes and objects of TREB shall be those as set out in its Letters Patent as amended by its supplementary letters patent from time to time.
- 3.02 If there is any conflict between what is stated in this By-Law, and the Letters Patent and supplementary letters patent the provisions of the Letters Patent and supplementary letters patent shall govern.

SECTION 4 - Jurisdictional Area

- 4.01 The jurisdictional area of TREB shall be as described in Schedule "A" attached to this By-Law.

SECTION 5 - Head Office

- 5.01 Head Office - The Head Office of TREB shall be at such place in the City of Toronto in the Province of Ontario as the Directors may determine from time to time.

SECTION 6 - Seal

- 6.01 The seal, an impression of which is stamped hereunder, shall be the Corporate Seal of TREB.

SECTION 7 - Fiscal Year

- 7.01 Fiscal Year - The fiscal year of TREB shall be from July 1st to June 30th or on such other dates as the Directors may by resolution determine.

**ARTICLE 2
MEMBERSHIP****SECTION 1 - Members and Eligibility for Membership**

1.01

- (a) All existing Broker Members, Brokerage Members, Non-Active Sustaining Members, Honourary Life Members, Salesperson Members and Twenty-Five Year Members are reclassified as Members.
- (b) All existing Honourary Members, Retired Honourary Life Members and Retired Members are reclassified as Honoured Friends of TREB.
- (c) The following previous membership categories in TREB: Broker Member, Brokerage Member, Honourary Member, Honourary Life Member, Non-Active Sustaining Member, Retired Member, Retired Honourary Life Member, Salesperson Member and Twenty-Five Year Member are hereby cancelled.
- (d) The only membership category in TREB is "**Member**".

1.02 TREB will accept as Members persons, corporations or partnerships who comply with all requirements of TREB whether they are from within the Jurisdictional Area or not.

1.03 For the purposes of this By-Law, a Brokerage and its Broker of Record are deemed to be one Member, and Brokers of Record are deemed to be eligible to run for the position of Director.

1.04 Any (i) individual who is a Broker or a Salesperson who is registered with a Member that is a Brokerage; and any (ii) corporation, partnership, sole proprietor, association or other organization or entity that is a Brokerage, shall be eligible for membership in TREB provided that:

- (a) such Member (or its Broker of Record, as applicable) has completed a course or courses of education, as determined by the Board of Directors from time to time;
- (b) (i) if a new Member that is a Brokerage, such Brokerage submits a completed application form, together with the fee at the fee rate assigned to a Member that is a Brokerage as set out in Schedule "B" to this By-Law;

(ii) if a new Member, such Broker or Salesperson submits a completed application form within thirty (30) days from the date of registration as a Member who is a Broker or Salesperson, as applicable, under the Act, together with the fee at the fee rate assigned to that Member as set out in Schedule "B" to this By Law; or

(iii) if renewing as a Member prior to expiry of the membership term, such individual continues to be registered as a Member who is a Broker or a Salesperson under the Act and has not had registration suspended or revoked under the Act and pays the membership fee at the fee rate assigned to that Member as set out in Schedule "B" to this By Law;

**Article 2
Membership**

- (iv) if renewing as a Member prior to expiry of the membership term, such Member that is a Brokerage continues to be registered as a Brokerage under the Act, such Member that is a Brokerage has not had its registration suspended or revoked under the Act and a Member that is a Brokerage pays the membership fee at the fee rate assigned to Brokerages as set out in Schedule "B" to this By Law;
- (c) its application is approved by the Board of Directors or its delegate;
- (d) in the case of a Member that is a Brokerage, it carries on a Real Estate Business in the Province of Ontario;
- (e) such Member is not in default of any obligation to TREB;
- (f) such Member has not previously filed an application for membership which was not accepted during the immediately preceding six-month (6) period; and
- (g) such Member has not been expelled or terminated by TREB or another Real Estate Board or Association for non-compliance with that Board's or Association's By Law, Rules and Regulations, Code of Ethics and Standards of Business Practice, provided in the case of an expulsion by another Board or Association TREB receives evidence satisfactory to TREB that the expulsion or termination was not anti-competitive.

SECTION 2 - Applications for Membership

- 2.01 All applications for membership shall be in writing in such form and with supporting documentation as determined by the Board of Directors from time to time.
- 2.02 A former Member in good standing who is terminated and who has applied for continuation under Article 3, shall be entitled to receive services of TREB from the time the completed application for continuation has been received by the membership department of TREB, and until such time as it is dealt with by the Board of Directors on the following basis:
- (a) the former Member shall pay for all such services as currently set by TREB;
 - (b) the services to be included shall be determined by the Board of Directors from time to time and shall be subject to other terms and conditions as the Board of Directors may impose; and
 - (c) the former Member shall be bound by the By-Laws, rules and Regulations of TREB.
- 2.03 An applicant shall pay the difference between entrance fees in effect at the time he/she first became a Member and those in effect at the time of reinstatement for the same type of Membership qualification for which he/she is applying.

SECTION 3 - Members Generally

- 3.01 (a) All Members, shall be deemed to have received and to have read the By-Law of TREB, MLS® Rules and Policies, Code of Ethics and Standards of Business Practice of TREB as approved by the Board of Directors and amended by it from time to time and the RECO Code, and have agreed to abide by them. Any breach of the By-Law of TREB,

**Article 2
Membership**

MLS® Rules and Policies, Code of Ethics and Standards of Business Practice by any Member, may be dealt with by the Arbitration and Professional Standards Steering Committee as provided for in this By-Law, including forwarding the matter to RECO, as provided for in this By-Law.

- (b) All Brokerages are responsible for Members registered with that Brokerage. Accordingly, any act or omission by any Member of Section 3.01(a) may likewise be a breach of that provision by the Brokerage with whom the Member is registered and in addition, depending on the facts and circumstances of the particular case, a Brokerage may be in breach of any other specific provisions of which a Member is charged. For purposes of clarity, it is hereby confirmed that each Member shall at all times be responsible for himself, notwithstanding that each Brokerage is additionally responsible for Members registered with that Brokerage.
- 3.02 Should a Member cease to be a Member during an Arbitration hearing provided for in Schedule “C”, and as a result, such proceeding cannot continue since that Brokerage is no longer a Member, the Arbitration and Professional Standards Steering Committee may keep open the file on such proceeding and such proceeding may be restarted or continued, as appropriate, if and when such Brokerage again becomes a Member of TREB.
- 3.03 By this section, TREB draws to the attention of any past Members who wish to reapply as Members, the provisions of Article 4, Section 2.07 and the additional pre-conditions to approval of membership contained therein.
- 3.04 The membership term shall be for one year, beginning on July 1st to June 30th of each year. All Members admitted during the course of a membership year shall expire on the 30th of June following the date of admission to membership.
- 3.05 There will be a single class of membership which shall be “Member”. Each Member will be assigned to a fee rate as set out on Schedule “B” to this By-Law in accordance with his/her/its eligibility for Membership. Assignment of a Member to a fee rate does not constitute that Member as part of a separate class or group of members under the Corporations Act.

**ARTICLE 3
OBLIGATIONS AND REPORTING****SECTION 1 - Obligations of Partnerships and Corporations**

- 1.01 Where a Member which is a Brokerage is a partnership, every partner (other than the Broker of Record) registered under the Act and trading in real estate within the Jurisdictional Area shall be a Member. Membership Fees payable by each such partner shall be as a Member which is a Broker.
- 1.02 Where a Member which is a Brokerage is a corporation, each director and shareholder registered under the Act and trading in real estate within the Jurisdictional Area (other than the Broker of Record) shall become a Member. Membership Fees payable by each such shareholder and/or director shall be as a Member which is a Broker.
- 1.03 Partnerships and corporations, upon making application for admission as a Member which is a Brokerage, shall simultaneously provide TREB with the Brokerage's complete legal name, and if registered under the Act in a different name, the name in which a Member which is a Brokerage is registered and the names and addresses of its partners, officers, directors and shareholders, as the case may be. Such partnerships and corporations shall also, upon making application as a Brokerage, simultaneously provide TREB with the name and address of the person(s) designated as the Broker of Record who is responsible for the Brokerage's activities and whom TREB may contact as that Member that is a Brokerage's representative in relation to TREB.
- 1.04 The provisions of Sections 1.02 and 1.03 shall not apply to a Trust Company registered as a broker under the Act.

SECTION 2 - Change of Ownership or Control

- 2.01 Each Member which is a Brokerage shall immediately notify the Chief Executive Officer, in writing, of:
- (a) any change in ownership, if it is a sole-proprietor;
 - (b) any change in partners, or any change in the ownership interests of any of the partners, if it is a partnership;
 - (c) any change in its officers or directors, if it is a corporation;
 - (d) any change in the number of shares held by any shareholder if the change results in any one shareholder or any associated shareholders, acquiring or accumulating beneficial ownership or control of 10% or more of the total number of all issued and outstanding shares of the corporation or the addition or deletion of any shareholder, if it is a corporation; or
 - (e) any change in the Broker of Record.
- 2.02 In addition to the requirements in Section 2.01 above, every Member that is a Brokerage shall report in writing to the Chief Executive Officer any of the following, within thirty (30) days from the date of its registration or the registration of such changes under the Act:

**Article 3
Membership Fees**

- (a) if a Member which is a Brokerage is a corporation, the names and addresses of its officers and directors, the number of shares held by any shareholder of the Brokerage and any change of any of the addresses pertaining thereto;
 - (b) if a Member which is a Brokerage is a partnership, the names and addresses of the partners, and any change of any of the addresses, and if any partner is a corporation, the information required by Sub-section (a) above;
 - (c) a Member who is a Broker or Salesperson being registered or ceasing to be registered with such Member which is a Brokerage (or any Broker of such Member which is a Brokerage);
 - (d) a Member who is a Salesperson employed by a Member that is a Brokerage (or any of its Members who are Brokers) becoming a Member who is a Broker registered with the Member which is a Brokerage, and vice-versa; or
 - (e) the names and addresses of the Broker of Record and all branch managers designated pursuant to the Act, and any changes thereto.
- 2.03 The provisions of Sub-sections 2.01(c) and (d) and Sub-section 2.02(a) of this Article shall not apply to a Trust Company registered as a broker under the Act.
- 2.04 In the event of any such change as described in Section 2.01 of this Article, the membership of the Member which is a Brokerage and of all Members employed by it may, by resolution of the Board of Directors, be deemed terminated, provided that should the Directors so decide, the individuals affected may re-apply for membership in the appropriate category. In the event of such termination, reasons are to be specified and notice of the termination and reasons therefor shall be provided to CREA within thirty (30) days of providing such notice. If the Member which is a Brokerage is a partnership, a change in the membership of the partnership shall be deemed to create a new partnership.
- 2.05 Where an applicant is re-applying for membership because his membership was terminated under the provisions of Section 2.04 above, the Directors may, at their sole discretion, reduce the amount of the membership fee to be paid as prescribed in Article 4, section 1.01 of this By-Law.
- 2.06 If the membership of a Member which is a Brokerage is subject to termination due to the happening of an event referred to in Section 2 herein, the Member which is a Brokerage may make application for continuation of the membership in accordance with Article 2, section 11.03.

SECTION 3 - Furthering the Objects of TREB, Compliance with By-Law

- 3.01 All Members shall use their best efforts in furthering the objects of TREB. All Members shall comply with the By-Law.

SECTION 4 - Termination of Membership

- 4.01 Membership in TREB is non-transferable.
- 4.02 Membership ceases to exist:

Article 3
Membership Fees

- (a) upon the death of an individual Member or in the case of a Member that is a Brokerage, the death of its Broker of Record;
- (b) upon the dissolution, bankruptcy or insolvency of a Member that is a Brokerage;
- (c) upon the suspension or termination of the Member's registration under the Act;
- (d) upon the Chief Executive Officer receiving written notification of the Member's resignation, which shall be effective when the Chief Executive Officer receives it; or
- (e) upon a Member ceasing to be eligible for membership under Section 1 of this Article 3;
- (f) upon the occurrence of some other event in accordance with this By-Law, including, but not limited to the provisions of Section 2 above, the provisions of Article 2, the provisions of Article 4, and the provisions of Schedule "D".

4.03 Any Member may at any time resign as a Member of TREB. The resignation shall be in writing delivered to the Chief Executive Officer of TREB and shall be effective the date of receipt by the Chief Executive Officer. Where a membership ceases to exist, the former Member shall immediately return to the Chief Executive Officer all membership cards or certificates or other documents relating to his/its membership and such former Member shall immediately lose all rights of membership including, but not limited to voting rights. The cessation of membership for whatever reason shall not relieve a former Member from any of his/its monetary or other obligations arising while a Member.

4.04 Where membership of any Member which is a Brokerage has been terminated under any of the provisions of Section 4.02 of this Article, any individual Member may apply to the Directors who may, at their sole discretion, waive the provision of Section 4.01 of this Article and permit the affected individual Member to transfer membership to another Member which is a Brokerage, or who may, at their sole discretion, waive all or a portion of the fees or dues payable to reapply for membership.

4.05 Any Member who is a Salesperson or Broker who ceases to be registered with a Member which is a Brokerage is thereby terminated as a Member of TREB unless reinstated by transfer to and registration with another Member which is a Brokerage within ninety (90) days thereof upon submission of an application for transfer and payment of transfer fee. No such fee shall be payable if the registration of a Member who is a Broker or Salesperson ceased because the Brokerage with which a Member who is a Broker or Salesperson was registered ceased to be a Member. Any transfer not effected within ninety (90) days shall require a new application under Article 2 provided that Article 2, Section 11 shall not be applicable.

SECTION 5 - Members with Offices Within Jurisdictional Area

5.01 Every Member which is a Brokerage shall ensure that all Brokers and Salespersons registered with the Member which is a Brokerage and working in or from **an Office in the Jurisdictional Area, become Members within thirty (30) days from the date of their registration** with the Member which is a Brokerage under the Act.

SECTION 6 - Members with Offices Outside Jurisdictional Area

- 6.01 No Member which is a Brokerage having an Office outside the Jurisdictional Area shall allow any Salesperson or Broker working in or from such Office to receive or use the services of TREB unless all Salespersons and Brokers of that Office are Members. All Salespersons and Brokers of a Member Office must become Members within thirty (30) days from the date of their registration with a Member which is a Brokerage under the Act.

**ARTICLE 4
MEMBERSHIP FEES****SECTION 1 - Payment of Membership Fees**

- 1.01 Except as otherwise provided, Members shall pay the fees as set out in Schedule "B" to this By-Law. (Such fees for which a specific amount or a NIL amount are specified in Schedule "B" being hereafter called "**Membership Fee**"). There shall be no changes to the Membership Fees without the approval of a majority of the Board of Directors and approval of a majority of the votes cast by Members present in person, by proxy, by Electronic Ballot, or, if made available by TREB, by telephonic or electronic means at a duly called meeting of the Members.
- 1.02 Upon admission of a Brokerage, the Broker of Record registered with such Member which is a Brokerage is not required to pay either an Entrance Fee or any other Membership Fees set out in Schedule "B". No Entrance Fee is required for persons who are Members which are Brokerages operating as sole proprietors or as partners in a partnership who incorporate their Real Estate businesses, provided the same persons are the only Brokers registered with the newly incorporated company.
- 1.03 Upon application for continuation under Article 3, Section 2.06, the Board of Directors may relieve the applicant Member from the payment of Entrance Fees to the extent the Board of Directors considers proper.
- 1.04 Except as otherwise stated, all Membership Fees payable by Members of TREB are due as stated on the invoice.
- 1.05 Membership Fees including insurance, and applicable taxes shall be for a period of twelve (12) months commencing July 1st of each year and payable in advance on the 30th day of June in each year. If payment is not received by the due date, the membership shall not be renewed and shall be deemed to have ceased to exist without notice effective the due date.
- 1.06 Any new Member joining TREB shall pay full Membership Fees including insurance, and applicable taxes for a period of twelve (12) months commencing July 1st of each year, calculated on a per diem basis with admission to membership being the date of registration under the Act with a Brokerage for a Broker or Salesperson; and the date of approval by the Board of Directors for a Brokerage. The date on the Certificate of Registration under the Act shall be conclusive evidence of date of registration hereunder.
- 1.07 Membership Fees, insurance and applicable taxes are not refundable.
- 1.08 Any Member reinstating his/her membership with TREB shall pay the full current year's Membership Fees, insurance and applicable taxes, and a Reinstatement Fee, as stipulated in Schedule "B". Notwithstanding the foregoing any Member reinstating his/her membership more than 12 months after termination thereof shall pay full current year Membership Fees, insurance and applicable taxes calculated on a per diem basis from date of reinstatement.
- 1.09 All Members, shall at all times subscribe and pay for standard individual life and accidental death and dismemberment insurance at the applicable rates available under TREB's group insurance policies.

Article 4
Membership Fees

- 1.10 TREB shall bill all Members directly for Membership Fees, insurance and applicable taxes. Non-payment by a Member shall not be considered a breach of this By-Law by a Member which is a Brokerage with whom the Member is registered (provided the non-payment is not by a Member which is a Brokerage).

SECTION 2 - Non-Payment of Amounts Owed to TREB

- 2.01 If a Member owes money to TREB for any reason whatsoever, (other than annual Membership Fees) and does not pay the amount when due (for the purposes of this Article, such Member shall hereinafter be called the “**Defaulting Member**”), the Chief Executive Officer, provided that the President agrees, may send that Defaulting Member a letter by registered mail or personal delivery (or by courier), requiring that the money be paid to TREB by the date stipulated in the letter, and advising that if it is not paid by such date the Defaulting Member shall lose all membership privileges and his/its membership in TREB shall be terminated. If payment is not received by the due date, the Defaulting Member shall lose all membership privileges and his/its membership in TREB shall be terminated on the due date without further notice. The Defaulting Member may dispute the amount owing as provided in section 2.03.
- 2.02 If the Defaulting Member is a Brokerage, the Chief Executive Officer may, if so directed by the President, send a copy of such letter to all Members (the “**Affected Members**”) shown in the records of TREB to be employed by the Defaulting Member. The provisions of this Sub-section and the sending of copies of the letter to those Affected Members is for information purposes only and does not in any way change the provisions or the affect of any other section of this Article 4, including, but not limited to Sections 3.01 and 3.02.
- 2.03 Where a Defaulting Member delivers a notice of dispute, disputing the amount owing, the dispute shall be reviewed by a Professional Standards Review Panel made up of members of the Professional Standards Review Roster, following the procedures set out in Schedule “D” of this By-Law, save and except that the right to Appeal (as defined in Schedule “D”) shall not apply to such a dispute.
- 2.04 The Professional Standards Review Panel shall not have authority to deal with a dispute by a Defaulting Member as provided for in this Section 2, unless the Defaulting Member has first complied with the payment requirement; provided however, if the Defaulting Member is successful in his/its dispute, any amount paid to TREB which was found not to be owing shall be returned to him/it.
- 2.05 In such a dispute, the onus shall be on the Defaulting Member to prove that such amount was not owing to TREB.
- 2.06 The Professional Standards Hearing Panel shall have the jurisdiction to make a decision in relation to a dispute by a Defaulting Member which is final and binding upon the Defaulting Member including applying such penalties as are prescribed in Schedule “D”.
- 2.07 If a Defaulting Member is suspended or terminated for failure to pay to TREB any amount owing, or if any Member ceases to be eligible to be a Member, is terminated, suspended, or resigns from TREB, any amount owing by such Member or Defaulting Member shall remain a debt owing to TREB until paid, notwithstanding the suspension or termination of services or membership, and upon reapplication the applicant shall repay such debt as a condition precedent to such application being approved by the Board of Directors.

Article 4
Membership Fees

SECTION 3 - Payment and Collection of Fees

- 3.01 The Broker of Record, officers and directors of a Member which is a Brokerage, agree that they shall be personally responsible to TREB for any amounts owing by a Member which is a Brokerage, which amounts were incurred from the time they occupied such position.
- 3.02 All Members who are or who become a partner of a Member which is a Brokerage which is a partnership, agree that they shall be personally responsible to TREB for any amounts owing by a Member which is a Brokerage, which amounts were incurred from the time they occupied such position.
- 3.03 Where a Member fails to pay such amounts as determined in Sections 3.01 and 3.02, such failure may be dealt with in accordance with Section 2 of this Article.

SECTION 4 - Publication and Release

- 4.01 Upon a Member ceasing to be a Member or suspension of services or termination of membership of any Member in accordance with this Article, the name of the Member shall be published in an appropriate manner sufficient to inform all Members.
- 4.02 Should another real estate board or association request in writing to TREB information on a Member ceasing to be a Member, in pursuance of a membership application to such board or association, the Chief Executive Officer may provide such information provided the requesting board or association has comparable rules and regulations regarding custody and confidentiality of such information.

Article 5
Voting and Meetings of Members

ARTICLE 5
VOTING AND MEETINGS OF MEMBERS

SECTION 1 - Voting Rights

- 1.01 Each Member shall be entitled to receive notice of all meetings of Members and to attend and vote at such meetings, either in person or by proxy. If TREB chooses to make available a telephonic or electronic communication facility that permits all participants to communicate adequately with each other during a meeting of Members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic or electronic means in the manner provided by the Corporations Act. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this By-Law, any person participating in a meeting of Members pursuant to this section who is entitled to vote at that meeting may vote, in accordance with the Corporations Act, by means of any telephonic or electronic means that has made available for that purpose.
- 1.02 (a) Each Member is entitled to one vote if present at the meeting either in person, by proxy, or, if made available by TREB, telephonic or electronic means.
- (b) Where a Member is not able to attend and vote at a meeting of Members, the Member may vote by proxy. Such proxy must be appointed by the Member, must attend the meeting in person and need not be a Member.
- 1.03 (a) Where, in this By-Law or by the Corporations Act, any matter is required to be approved by the Members, this shall mean the Members attending the meeting and using voting procedures set out in this Article.
- (b) The Board of Directors, the Chief Executive Officer or his designate, plus other TREB staff as is necessary, the TREB appointed auditor and his representative(s), shall also be entitled to attend any meeting of Members.

SECTION 2 - Voting - Proxies and Electronic Ballots

- 2.01 At every meeting, the Members, either in person, by proxy, or, if made available by TREB, by telephonic or electronic means shall have one vote on a show of hands or on a vote using coloured cards or ballots or such other means as approved by the Board of Directors and as permitted by law. If a poll is taken, each such Member who is present either in person, by proxy, if made available by TREB, or by telephonic or electronic means shall have one vote. Such votes shall be exercised either by the Members or by the proxies on behalf of the Members.
- 2.02 A proxy shall be in writing, and it must be signed by the Member or someone authorized by him, under power of attorney, to sign the proxy on behalf of the Member.
- 2.03 Subject to Article 5, Sections 13.02 and 13.03, a Member may vote by Electronic Ballot, provided that the Electronic Ballot is completed in the manner set out in Article 5, Section 2.08.
- 2.04 A person shall not hold or vote more than one (1) proxy. No one, other than the Chief Returning Officer, may hold or vote an Electronic Ballot. In the case of Electronic Ballots that designate the Chief Returning Officer as the holder of the ballot, the Chief Returning Officer is not limited in respect of the number of such ballots that he/she may hold and vote.

Article 5
Voting and Meetings of Members

- 2.05 Unless revoked earlier, a proxy shall expire upon the termination of the meeting in respect of which they are provided. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing signed in the same manner as a proxy and deposited with the Corporate Secretary at TREB's offices at any time up to and including the last day (excluding Saturdays, Sundays and holidays) preceding the date of the meeting or any adjournment thereof at which the proxy is to be used, or with the Chair of such meeting or any adjournment thereof before the time of voting.
- 2.06 (a) Proxies: The Directors may specify in the notice calling a meeting of Members, a time, not exceeding 48 hours (excluding Saturdays, Sundays and holidays) preceding the meeting or any adjournment thereof, before which written proxies must be deposited with the Corporate Secretary, at the offices of TREB. A written proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporate Secretary; at the place so designated; or, where no such time is specified in such notice, if it has been received by the Chair of the meeting.
- (b) Electronic Ballots: The Directors may specify in the notice calling a meeting of Members, a time, not exceeding 48 hours (excluding Saturdays, Sundays and holidays) preceding the meeting or any adjournment thereof, before which Electronic Ballots for such meeting must be deposited at the electronic address that is given in accordance with the instructions for the electronic submission of same. An Electronic Ballot shall be acted on only if, prior to the time so specified, it has been submitted in accordance with the provisions of Article 5, Section 2.07.
- 2.07 All notices of meetings of Members shall include reference to the provisions of Section 2.05 of this Article and shall include a blank written proxy form and/or a blank sample Electronic Ballot form or notice of where these forms may be obtained electronically.
- 2.08 The following requirements shall apply to all Electronic Ballots:
- (a) they shall be required to be submitted with or by means of one or more personal identifier codes or numbers that are unique to that Member, which shall be deemed by TREB to be the signature of the Member;
- (b) they shall designate as the holder of the ballot proxy no person other than the Chief Returning Officer for that meeting;
- (c) they shall expire upon the termination of the meeting for which they are completed;
- (d) they must be completed in a manner that no matter on which the Member is entitled to vote can be left uncompleted or such Electronic Ballot will be deemed spoiled and will not be accepted, voted or counted;
- (e) they are final and cannot be revoked in any manner; and
- (f) they shall be submitted in the form attached hereto as Form "B" with adjustments as appropriate.

Article 5
Voting and Meetings of Members

SECTION 3 - Spring Annual Meeting

- 3.01 The Spring annual meeting shall be held between April 1st and June 15th of each fiscal year and shall be adjourned to October of each fiscal year, the date, place and hour to be designated by the Board of Directors. Additional meetings of the Members shall be at the call of the Board of Directors, or as otherwise provided in the By-Law.
- 3.02 At the October annual meeting, the Directors shall present to the Members a report dealing with the affairs of TREB for the previous year, financial and other statements of TREB, the auditors report, and such other information as the Board of Directors may determine.
- 3.03 The Members shall, at the October annual meeting, appoint an auditor who will hold office until the next October annual meeting, and if no such appointment is made, the auditor in office shall continue in office until his successor is appointed.
- 3.04 The Board of Directors shall determine the remuneration of the auditor.

SECTION 4 - Notice Requirements

- 4.01 Unless otherwise provided for in this By-Law, a notice, in writing, or, by means of electronic mail or other electronic means of transmitted or recorded communication, setting out the time, place and date of any meeting, and which must include an indication of the general nature of the business to be dealt with at the meeting, shall be sent to each Member entitled to receive notice of the meeting not less than twenty-one (21) and not more than fifty (50) days (the twenty-one (21) days do not include the date of mailing or the date of the meeting) prior to the date of the meeting as set out in the notice.
- 4.02 With respect to any meeting of the Members, a notice shall be sent to the auditor at least twenty-one (21) and not more than fifty (50) days prior to the day of the meeting (the twenty-one (21) days do not include the date of mailing or the date of the meeting).
- 4.03 The accidental failure to give notice of any meeting or the non-receipt of any notice by a Member(s) or by the auditor of TREB shall not invalidate any resolution passed or any proceedings taken at any meeting of Members.

SECTION 5 - General Provisions Relating to Meetings of Members

- 5.01 Unless otherwise specifically provided for in this Article 5, the provisions of this Section 5 shall govern all meetings of Members.
- 5.02 Meetings of the Members may be held at any place within the City of Toronto, and the Regional Municipalities of Halton, Peel, York and Durham, as the Board of Directors may decide and as set out in the notice of the meeting.
- 5.03 At least fifty (50) Members who are entitled to vote and registered represented by at least twenty-five (25) Members which are Brokerages and twenty-five (25) Members which are Salespersons, must be present at the opening of the meeting either in person or by proxy, Electronic Ballot, or, if made available by TREB, other telephonic or electronic means, in order to establish a quorum, and no business shall be conducted at the meeting unless the required quorum is present at the beginning of the meeting.

Article 5
Voting and Meetings of Members

- 5.04 The President shall chair all meetings of Members. In the absence of the President, the President-Elect shall chair the meeting of Members. In the absence of both the President and President-Elect, the Past President shall chair the meeting of Members. If the President, President-Elect and Past President are absent, a Director as selected by the President shall preside.
- 5.05 Where no Director is present or if all Directors present decline to act as Chair of the meeting, the Members present at the meeting may choose any Member present at the meeting to act as the Chair.
- 5.06 If there is a quorum, the Chair of a meeting may, with the agreement of a majority of the Members present at the meeting either in person or by proxy, declare the meeting adjourned. If there is no quorum, the Chair of a meeting shall declare the meeting adjourned.

SECTION 6 - Voting Procedure at Meetings

- 6.01 Except as provided in this By-Law, and if required pursuant to the Corporations Act, all matters proposed for consideration and approval of the Members shall be decided by a majority of the votes cast by Members present either in person, by proxy, Electronic Ballot, or, if made available by TREB, telephonic or electronic means, as the case may be.
- 6.02 The Chair of the meeting shall be allowed to vote where there is a tie-vote and his vote is needed to break that tie, and such vote shall be in addition to the vote he may have as a Member entitled to vote at the meeting.
- 6.03 If at any meeting a ballot vote is demanded on any issue, including the election of Directors, the ballot vote shall be held in the manner and at a time during the meeting as the Chair shall direct, and the results of the ballot vote shall be deemed to be the decision of the meeting.
- 6.04 Where after a show of hands or a holding up of differently coloured cards, a ballot vote is demanded, the Chair may refuse to conduct same if, in his opinion, it appears that such a procedure would not serve any useful purpose in reaching a clear decision on the resolution being voted on.
- 6.05 No person other than the scrutineers shall have the right to inspect ballots used in connection with the ballot vote and only where a proxy contains restrictions, limitations or instructions shall the scrutineers inspect a ballot in conjunction with the authorizing proxy.

SECTION 7 - Spring Annual Meeting

- 7.01 The Spring annual meeting shall be held annually:
- (a) for the purpose of, among other things, electing the President-Elect, two (2) or three (3) as applicable Directors at Large, two (2) Regional Brokerage Directors and two (2) Regional Non-Brokerage Directors; and
 - (b) subject to Section 4.01 of this Article 5, on a date and at a time and place determined by the Directors;

The Persons elected as Directors shall take office on July 1st following their election.

7.02 Voting at the Spring annual meeting shall be:

- (a) conducted by secret ballot; and
- (b) no person other than the Chief Returning Officer and the scrutineers shall have the right to inspect ballots used in connection with the poll and only where a proxy or Electronic Ballot contains restrictions, limitations or instructions shall the Chief Returning Officer or the scrutineers inspect a ballot in conjunction with the authorizing proxy.

7.03 All Members are entitled to one (1) vote either in person, by proxy, Electronic Ballot, or, if made available by TREB, telephonic or electronic means at the Spring annual meeting.

SECTION 8 - Nominating Committee

8.01 If there are insufficient nominations of Members to be elected at the Spring annual meeting as President-Elect and Directors by the time period established under Section 11.01(c), a Nominating Committee shall be appointed for the purpose of nominating persons. Members of the Nominating Committee shall not be eligible for nomination.

8.02 The Nominating Committee shall consist of:

- (a) the Past President and the most recent Past President who is willing and able to serve;
- (b) the President or, if the President is unable or declines to act, a nominee appointed by the Directors; and
- (c) six (6) persons appointed by Directors, who shall be Members and who shall include, wherever possible, one (1) person from each Region, one (1) person from a Member which is a Brokerage which has fifty (50) or more Members registered with such Member which is a Brokerage and one (1) person from a Member which is a Brokerage which has ten (10) or fewer Members registered with such Member which is a Brokerage.

SECTION 9 - Eligibility for Nomination

9.01 Any Member is eligible to run for Director with the following restrictions:

- (a) in the case of the four (4) Regional Brokerage Directors, each of the nominees shall be the Broker of Record for a Brokerage within that Region, according to the records of TREB.
- (b) in the case of the four (4) Regional Non-Brokerage Directors, the nominees shall be Members, other than Brokers of Record, within that Region, according to the records of TREB.

9.02 Any Member who has served as a Director in at least twenty-four (24) months of the immediately preceding thirty-six (36) months prior to the commencement of the term of office is eligible to be nominated and to hold the office of President-Elect.

9.03 The President shall not be eligible to be nominated for the position of President-Elect until sixty (60) months after completion of his term as President.

Article 5
Voting and Meetings of Members

SECTION 10 - Running for Office Mid-Term

10.01 A Director, if qualified, may seek election as President-Elect, prior to the completion of his term of office, provided that his nomination is submitted within five (5) working days of the call for nominations and is accompanied by a letter of resignation as Director effective the next installation date. The Corporate Secretary of TREB shall inform the Members of the additional position to be elected and shall accept nominations for the balance of that term in the same manner as for the other positions.

SECTION 11 - Nominations

11.01 Nominations for President-Elect and Directors to be elected shall be made as follows:

- (a) All candidates must be nominated in order to stand for election.
- (b) All nominations shall be in writing and shall be signed by any two (2) Members for the Spring annual meeting, together with the written consent of the nominee.
- (c) All nominations and written consents with original signatures must be delivered to the Chief Returning Officer of TREB, and receipt acknowledged in writing at least thirty (30) days before the date of the Spring annual meeting.
- (d) No Member may nominate more than one (1) person for each of President-Elect, Director-at-Large, Regional Brokerage Director and Regional Non-Brokerage Director, in each year.
- (e) No person may be nominated in accordance with this Section if two (2) people registered with the person's Member which is a Brokerage have been previously nominated for the current Spring annual meeting or sit as a continuing Director. In any event, one (1) of the two (2) people, either nominated for the current Spring annual meeting or sitting as a continuing Director, must be nominated for or sitting as a Director-at-Large.
- (f) Members may only be nominated for one position in any given election.
- (g) Nominations, once submitted, may be withdrawn but may not be altered or re-submitted for a different position.
- (h) No person may be nominated until the second Spring annual meeting after having achieved the Term Limit as a Director as defined in Article 6, Section 1.03(b).

11.02 Notice of all nominations shall be given, in alphabetical order, to Members as soon as possible after close of nominations at least twenty-one (21) days prior to the Spring annual meeting.

SECTION 12 - Biographical Data

- 12.01 Nominees may, at their option, submit a photograph and biographical sketch stating their qualifications. Any photograph and biographical sketch submitted for printing purposes must be delivered to the Chief Returning Officer at least thirty (30) days prior to the Spring annual meeting.

SECTION 13 - Election Procedures

- 13.01 The election shall be conducted by a Chief Returning Officer who shall be a representative of TREB's auditors, or such other person as the Board of Directors deems appropriate.
- 13.02 A Member shall be entitled to vote at the Spring annual meeting by an Electronic Ballot that is completed and submitted in accordance with the provisions of Section 2.08 of this Article, unless at an annual meeting or general meeting prior to that Spring annual meeting, the Members have passed a resolution terminating the right of Members to vote by such Electronic Ballots.
- 13.03 If the Members have passed a resolution terminating the right to vote by Electronic Ballots, pursuant to Section 13.02 of this Article, the Board of Directors shall require the Chief Returning Officer to hold one (1) or more advance polls in two (2) different districts within each Region on different days at which voting may take place prior to the Spring annual meeting unless voting is conducted by mail-in ballot or, if made available by TREB, by telephonic or electronic means for the election of Directors. The location of such advance polls shall be approved by the Board of Directors prior to notice being given of the Spring annual meeting. Notice of the times and places of the advance polls as determined by the Chief Returning Officer shall be given with the notice calling the Spring annual meeting. The Chief Returning Officer shall report on the poll to the Chair of the Spring annual meeting.
- 13.04 There shall be an election only for those positions to be elected at a Spring annual meeting for which there are more persons nominated for such positions than to be elected.
- 13.05 If an election is not required, the Chair at the Spring annual meeting shall declare by acclamation the person(s) nominated as elected.
- 13.06 A list of Members, the "**Voting List**", shall be prepared as at the close of business on the first day of the month prior to the month in which the Spring annual meeting is held, provided such date is no more than fifty (50) days prior to the date of the Spring annual meeting. The Voting List shall immediately be delivered to the Chief Returning Officer.
- 13.07 A ballot, to be a valid ballot, must be in favour of:
- (a) one (1) person for President-Elect; or
 - (b) no more than the number of vacancies to be filled for Director-at-Large; or
 - (c) no more than one (1) Regional Brokerage Director; or
 - (d) no more than one (1) Regional Non-Brokerage Director; or
 - (e) any combination of the foregoing.

Article 5
Voting and Meetings of Members

Votes shall be counted for each section of the ballot only where the votes are properly cast.

- 13.08 Notwithstanding anything else contained herein, the forms to be used at a Spring annual meeting including the ballot, the identification form, the ballot envelope and the return envelope, whether such forms are separate or in combination, and the procedures to be followed to cast a valid ballot shall be determined by the Chief Returning Officer as the CRO may determine appropriate so that such form or forms, the procedures to be used and the instructions concerning the use of such form or forms preserve the confidentiality of any vote.
- 13.09 Ballots, Electronic Ballots, identification forms, and proxies used in connection with the Spring annual meeting shall be retained in the custody of the Chief Returning Officer for thirty (30) days following the Spring annual meeting after which they shall be destroyed, except in the event of a dispute, in which case the ballots will be retained until the later of resolution of the dispute or one (1) year following the Spring Annual meeting.
- 13.10 Notwithstanding Article 5, Section 2, a proxy to be used in connection with the Spring annual meeting shall be considered deposited only when actually received by the Chief Returning Officer or the Chair of the Spring annual meeting.

SECTION 14 - Other Meetings of Members

- 14.01 Any other meetings of Members may be called by the Directors or on the written request of not less than one-tenth (1/10th) of the Members.

**ARTICLE 6
BOARD OF DIRECTORS****SECTION 1 - Board of Directors**

1.01 The affairs of TREB shall be managed by the Board of Directors.

Without limiting the generality of the foregoing, the Board of Directors:

- (a) shall have the exclusive management of the finances of TREB, subject to the limitations of Section 17 hereof;
- (b) may pass, adopt, amend, repeal or otherwise deal with the MLS® Rules and Policies;
- (c) may pass, adopt, amend, repeal or otherwise deal with the Code of Ethics or Standards of Business Practice, except that any such Code and/or Standards shall not be inconsistent with the requirements of CREA;
- (d) any proposal by the Board of Directors to amend any TREB Policy must be determined by a recorded vote and further, such vote shall be published to the Members prior to the next meeting.

1.02 The Board of Directors shall be comprised of sixteen (16) Members, seven (7) of whom shall be elected annually by the Members in accordance with the provisions of Article 5, and one additional member shall be elected every second year and two (2) members of whom shall be ex officio.

The elected Board of Directors shall be comprised of:

- (a) The President-Elect;
- (b) Five (5) Directors at Large;
- (c) Four (4) Regional Brokerage Directors;
- (d) Four (4) Regional Non-Brokerage Directors.

The ex officio members of the Board of Directors shall be:

- (a) The President;
- (b) The Past President.

The President shall be the only "ex officio" non-voting member of all Committees with the right but not obligation, to participate in the proceedings of all committees.

Article 6
Board of Directors

Effective immediately the existing Chair of the Commercial Committee shall fill one (1) position of a Director at Large and shall hold office until June 30, 2014.

- 1.03 (a) All Directors, other than ex officio Directors and the President-Elect, shall hold office for two (2) years or until their successors have been elected or until their tenure of office shall have otherwise been terminated in accordance with this By-Law. The term for the office of President-Elect shall be for one (1) year or until his successor has been elected or his term of office shall have otherwise been terminated in accordance with this By-Law. The President and Past President shall hold office for one (1) year, as of right, in the year immediately following the year in which they hold the offices of President-Elect and President, respectively.
- (b) Except for the President-Elect, all Directors shall only be elected for a maximum of eight (8) consecutive years, hereinafter known as the “**Term Limit**”, and shall not be nominated until the second Spring annual meeting after having achieved the Term Limit as a Director. Notwithstanding the forgoing, a Member serving as President-Elect, President, and Past President shall be permitted to hold office irrespective of having served the Term Limit.

SECTION 2 - Qualifications of Directors

- 2.01 Every Director must be an individual, a Member of TREB in good standing, and be at least eighteen years of age.

SECTION 3 - Vacancies on the Board of Directors

- 3.01 A Director ceases to hold office and a vacancy is created on the Board of Directors if:
- (a) he becomes bankrupt or insolvent;
 - (b) he is found to be incapable of managing property by a court or under Ontario law;
 - (c) he dies;
 - (d) he has been convicted of any criminal offence;
 - (e) he is absent from four (4) consecutive meetings of the Board of Directors;
 - (f) he refuses to take the oath of office, or for any other reason does not take the oath of office;
 - (g) he resigns from the Board of Directors, by notice in writing to the President or the Chief Executive Officer;
 - (h) he ceases to be a Member, or such membership is suspended;
 - (i) his registration under the Act has been suspended or terminated; or
 - (j) he is removed from office by the Members in accordance with Section 4.01 of this Article 6.

Where a person is no longer a director, then such person shall be deemed to have also automatically resigned as an officer and/or committee member, as applicable.

- 3.02 (a) In the event a vacancy occurs on the Board of Directors for any reason mid-term, the Directors may at a regularly scheduled Directors meeting, appoint any Member who is qualified to fill the vacancy. Such an appointed Director shall be in office only until the next scheduled Spring annual meeting.
- (b) If the vacancy is that of President, the President-Elect shall assume the office of President for the balance of the term of the President and then shall continue in office as President for a term.
- (c) If the vacancy is that of President-Elect, the Directors shall, from among themselves, elect one (1) of their number to fill the position for the remainder of the term of the President-Elect and at the next election there shall be an election for the office of President and President-Elect. No election for the office of President shall be necessary at the next election if the vacancy in the office of President-Elect is as a result of circumstances outlined in Section 3.02(b) hereof.
- (d) If the vacancy is that of Past President, the most recent Past President willing to serve shall become Past President for the remainder of the term of the Past President.
- (e) The Board of Directors shall only be permitted to fill a vacancy in the manner prescribed if there is a quorum then in office. If no quorum is in office, the Board of Directors shall call a meeting of Members to fill the vacancies.

SECTION 4 - Removal of Directors

- 4.01 Provided that the meeting has been properly called and notice of such a resolution and meeting has properly been given in accordance with Article 5, the Members of TREB, may by resolution at a meeting duly called for that purpose, provided it is approved by at least a majority of the votes cast by Members present in person, by proxy, Electronic Ballot, or, if made available by TREB, telephonic or electronic means, remove any Director from office before the expiry of his term. At such a meeting, the Members may also, by majority of the votes cast by Members present in person, by proxy, Electronic Ballot, or, if made available by TREB, telephonic or electronic means, elect any qualified Member of TREB to fill the unexpired portion of the term of the Director who was removed.

SECTION 5 - Remuneration of Directors

- 5.01 Unless otherwise provided in this By-Law, no Director shall be paid for his services as a Director and no Director shall be allowed to profit directly or indirectly from his position as a Director, provided that he may be paid reasonable expenses that may be incurred in the performance of his duties as a Director.
- 5.02 Where a Director or officer of TREB is employed by TREB to perform some service for it, or where he is employed by or is an officer, director or shareholder of a Member which is a Brokerage employed by TREB to perform some service, the fact that he is a Director or officer of TREB shall not disentitle him or such a Member which is a Brokerage from being paid for the service.

- 5.03 An honourarium of forty-two thousand dollars (\$42,000), annually in cash or in kind, shall be paid to a President in recognition of service to TREB. The honourarium shall be paid in four instalments of \$10,500 each and shall be payable at the conclusion of each quarter year during the President's term of office.

SECTION 6 - Executive Committee

- 6.01 The Board of Directors shall elect from among themselves an Executive Committee which shall serve until the Board of Directors determines otherwise.
- 6.02 (a) The Executive Committee shall consist of four (4) Directors, each of whom shall have served on the Board of Directors for at least one (1) year. In addition, the President, the President-Elect and the Past President shall serve as ex officio members of the Executive Committee with full voting privileges unless serving as Chair.
- (b) All Members of the Board of Directors shall receive notice of and be entitled to attend Executive Committee meetings as observers only.
- 6.03 The Executive Committee shall have the power to:
- (a) decide emergency matters not involving changes to this By-Law or financial expenditures beyond a limit to be established by the Board of Directors from time to time and subject to the limitations imposed by Section 17 hereof;
- (b) approve, with the assistance of the Chief Executive Officer, overall adjustments in aggregate to the annual salary compensation budget and any other adjustments in salary compensation not specifically provided for in the budget;
- (c) function as a policy advisory committee to research, discuss and recommend new policies or amendments to existing policies to the Board of Directors;
- (d) decide any other matter within the powers and responsibilities that may, from time to time, be delegated to the Executive Committee by the Board of Directors.
- 6.04 A majority of the Executive Committee present at a meeting of the Committee constitutes a quorum for the transaction of business at all meetings of the Executive Committee.
- 6.05 The President shall preside as Chair at all meetings of the Executive Committee. In the absence of the President, the President-Elect shall perform the duties of the President. In the absence of the President and the President-Elect, a temporary Chair shall be appointed by the Executive Committee to preside at such meetings.
- 6.06 Whenever a vacancy exists on the Executive Committee, the remaining members may exercise all powers of the Executive Committee so long as a quorum remains in office.
- 6.07 The Executive Committee shall keep minutes of its meetings in which shall be recorded all actions taken by it and which shall be submitted as soon as possible following the meetings to the Board of Directors.

- 6.08 At any meeting of the Executive Committee, the Chair shall not have a vote, except in the case of a tie.

SECTION 7 - Meetings of the Directors

- 7.01 The Directors shall meet at such time and place as the President, or in his absence the President-Elect acting in his place, may decide, provided, that the Directors shall meet at least once in every calendar month except in July, August and December.
- 7.02 No less than five (5) days' notice must be given in writing to each Director with respect to any meeting of Directors. The notice shall be considered to have been sufficiently given by mailing it by prepaid ordinary mail to each Director at his latest known address as shown in the records of TREB or upon consent of such Director, by electronic means when sent.
- 7.03 No notice of a meeting of Directors shall be necessary if all the Directors are present and consent to the holding of the meeting or if those absent have, in writing, signified their consent to the meeting being held in their absence.
- 7.04 The President, or in his absence the President-Elect acting in his place, shall call a meeting of Directors upon the written request of any five (5) Directors, notice of the meeting to be given within seven (7) days after the delivery of the request and to be held within 30 days from the written request.
- 7.05 A majority of Directors present at any properly constituted meeting of Directors constitutes a quorum for the transaction of business. If all the Directors participating consent, a Board meeting may be held by telephonic or electronic means that permit all persons participating in the meeting to communicate adequately with each other at the same time, and a Director participating by such means is deemed to be present at that meeting.
- 7.06 The President shall preside as Chair at all meetings of the Board of Directors. In the absence of the President, the President-Elect shall perform the duties of the President. In the absence of the President and the President-Elect, a temporary Chair shall be appointed by the Board of Directors to preside at such meetings.
- 7.07 At any meeting of Directors of TREB, the Chair shall not have a vote, except in the case of a tie.

SECTION 8 - Officers of TREB

- 8.01 Elected Officer - The sole elected officer of TREB is the President-Elect.
- 8.02 The President shall serve as Chair at all meetings of Members and serve as Chair of both the Board of Directors and Executive Committee. In general, the President shall perform all duties incidental to the office of President and Chair and such other duties as may be prescribed by the Board of Directors from time to time. The President shall succeed to the office of the Past President upon completion of his term as President.

The President shall, subject to the direction of the Board of Directors, have general management of and provide direction for the general business affairs of TREB and shall act as spokesperson for TREB. The President may appoint Chairs to task forces and Members to such task forces, subject to the Board of Directors ratifying these appointments.

**Article 6
Board of Directors**

- 8.03 The President-Elect shall, in the absence of the President, perform the duties of the President and shall succeed to the office of President in the event of the death, disability, removal from office or resignation of the President. The President-Elect shall succeed to the office of the President upon the completion of his elective year unless he has succeeded to the office of President through the failure of the President to fill his term of office for any reason; in such case he shall fill the balance of the term of the President and in addition shall then succeed to the office of the President for a term.
- 8.04 (a) The Executive Committee shall engage a Chief Executive Officer from time to time who shall be an officer of TREB and who shall be the senior staff person at TREB responsible for the overall operation of TREB.
- (b) The Chief Executive Officer shall manage and direct the activities of TREB in accordance with the policies established by the Board of Directors. The Chief Executive Officer shall employ and terminate the employment of members of the staff necessary to carry on the work of TREB and determine their compensation within the approved budget. The Chief Executive Officer shall define the duties of the staff, supervise their performance, establish their titles and delegate those responsibilities of management as shall be in the best interests of TREB. The Chief Executive Officer shall have the right to receive notice of and to be present at any meeting of the Executive Committee and Board of Directors and such right to attend shall only be limited by a majority vote of the Executive Committee or Board of Directors, as the case may be, and only applicable to the meeting at which the vote took place.
- 8.05 (a) The Executive Committee shall, on the recommendation of the Chief Executive Officer, engage a Corporate Secretary from time to time, who shall be an officer of TREB.
- (b) The Corporate Secretary shall serve as parliamentarian to advise the President, Board of Directors, Executive Committee and meetings of Members on parliamentary matters and procedures. The Corporate Secretary, or her delegate, shall keep or cause to be kept the minutes of meetings in one or more books provided for that purpose, issue or cause to be issued all notices in accordance with the provision of this By-Law or as required by law, be custodian of TREB records and of the seal of TREB and in general perform all duties incidental to the office of Corporate Secretary and such other matters as from time to time may be assigned by the President or by the Board of Directors.
- 8.06 (a) The Board of Directors shall engage a Treasurer from time to time who shall be an officer of TREB.
- (b) The Treasurer shall have the custody of the funds and securities of TREB and shall keep full and accurate accounts of all assets, liabilities and receipts and disbursements of TREB in the books belonging to TREB; and shall deposit all monies, securities and other valuable effects in the name and to the credit of TREB, in such banking institution, or, in the case of securities, in such registered dealer in securities as may be designated by the Board of Directors from time to time. The Treasurer shall disburse the funds of TREB as may be directed by proper authority taking proper vouchers for such disbursements, and shall render to the Board of Directors at all regular meetings of the Board of Directors, or whenever it may require, an accounting of all the transactions and a statement of financial position of TREB. The Treasurer shall also perform such other duties as may from time to time be directed by the Board of Directors.

SECTION 9 - Committee Secretaries

- 9.01 The Chief Executive Officer, with the approval of the Board of Directors, shall appoint the Secretary of the Arbitration and Professional Standards Steering Committee.
- 9.02 Committee Secretaries shall perform the duties as are outlined in this By-Law or as may be assigned by the Board of Directors from time to time. If the office of Secretary of a Committee is vacant or if the Secretary of a Committee is unable to act for whatever reason, the duties shall be performed by the Corporate Secretary.

SECTION 10 - Banking

- 10.01 The Board of Directors shall determine by resolution in which banking institution the funds of TREB shall be deposited, and all funds shall be deposited in the name of TREB.
- 10.02 The signing officers of TREB (the “**Signing Officers**”) shall be any one (1) of the President, the President-Elect, or any other member of the Executive Committee, as designated by the President from time to time, together with any one (1) of the Chief Executive Officer, the Corporate Secretary or the Treasurer.

SECTION 11 - Indemnity

- 11.01 Every person, including each Director, who is required to undertake any liability on behalf of TREB, and his or her heirs, executors, administrators, assigns and estate and effects shall at all times be indemnified and saved harmless, out of the funds of TREB, from and against:
- (a) all costs, expenses and charges which such person sustains or incurs as a result of any legal action because of what (s)he did or caused to be done in fulfilling the duties required of him/her; and
 - (b) all other costs, expenses or charges (s)he may sustain or incur in relation to the fulfillment of his/her duties to TREB, except where these costs, expenses and charges are the result of his own willful neglect or default.

SECTION 12 - Execution of Contracts, Etc.

- 12.01 Where the term “document” is used in this Section 12, it shall mean to include anything set out in writing that affects TREB in any manner, and includes anything in writing pertaining to any property or securities owned by TREB and/or any financial or other obligations into which TREB has entered.
- 12.02 Any documents requiring the signature of TREB once approved by the Board of Directors shall be signed by any two Signing Officers (as defined in Section 10.02), and once signed, the documents shall be binding on TREB.
- 12.03 Where necessary, the Corporate Seal may be placed on any document by a person authorized to sign same on behalf of TREB.

SECTION 13 - Respecting the Borrowing of Money, Etc.

13.01 The Board of Directors may, by resolution, as they deem necessary borrow money in whatever amount they deem appropriate in the interests of TREB and its Members.

SECTION 14 - Voting Shares and Securities in Other Companies

14.01 Any voting rights TREB may have in any company because it holds shares or other securities in that company may be voted at any meeting of that company where so allowed, in such a manner and by such person(s) as the Board of Directors shall by resolution determine.

SECTION 15 - Rules and Policies

15.01 The Board of Directors may pass rules and policies relating to the business and affairs of TREB (each a “**TREB Policy**”) including, but not limited to, rules and policies governing the Multiple Listing Service of TREB and the Code of Ethics and Standards of Business Practice of TREB, provided that such are not inconsistent with this By-Law. Such rules and policies, as well as any amendments the Board of Directors may make to the existing rules and policies, provided such amendments are also not inconsistent with this By-Law, shall come into force five (5) days following notification to Members, or at such time as the Board of Directors may specify, and apply to TREB and all Members.

SECTION 16 - Hearing Committees

16.01 Where the Board of Directors is required by this By-Law or grants a hearing to any interested party or parties, before the Board of Directors makes any decision, it may appoint a Committee of three (3) TREB Directors to hear such interested party or parties in place of the Board of Directors.

16.02 The following procedures shall be followed with respect to any hearing held in accordance with Section 16.01:

- (a) notice of the hearing by the Committee shall be given to the party or parties by the Chief Executive Officer at least ten (10) days prior to the date of the hearing;
- (b) the Committee shall, as soon as possible, following the conclusion of the hearing, make a written report to the Board of Directors summarizing the issue, detailing the findings of fact made by the Committee and listing the recommendations, if any, of the Committee together with the reasons for the recommendations;
- (c) after considering the report of the Committee, the Board of Directors may make any decision in respect of such matter that it might have made as if it conducted the hearing itself;
- (d) following a decision by the Board of Directors, the Chief Executive Officer shall upon written request deliver to all interested parties a copy of the written report together with an extract of the minutes of the Board of Directors meeting setting out the decision.

SECTION 17 - Financial Expenditure Approval Limitations

- 17.01 Except in an emergency, where the Board of Directors has approved a financial commitment/expenditure in excess of \$500,000 or approved a commitment/expenditure that has a contractual term exceeding two years, and which has an aggregate financial impact of more than \$100,000 without the concurrence of the Finance Committee, the Board of Directors shall refer the matter to a meeting of Members for approval prior to the making of any contractual commitments or implementation thereof.
- 17.02 If any budget for a fiscal year that is approved by the Board of Directors projects the spending by TREB for that year of more than the amount of TREB's revenues for that year (any such excess of spending being called a "**Deficit**"), such budget shall require approval by a majority of votes cast by Members present in person, by proxy, by Electronic Ballot, or, if made available by TREB, by telephonic or electronic means at a meeting of the Members, which shall be held not later than the end of four (4) calendar months from the commencement of that fiscal year and prior to the making of any significant expenditure that would result in a Deficit being actually incurred for that year.

**ARTICLE 7
COMMITTEES****SECTION 1 - Committees**

- 1.01 The Board of Directors shall appoint the Arbitration and Professional Standards Steering, Communications, Education, Finance, Government Relations, Commercial and MLS® Committees each year. The Board of Directors may as it deems necessary appoint any other task force or committee.
- 1.02 Unless otherwise provided in this By-Law, each Committee shall consist of at least six (6) persons who are Members. The Committee Chair shall be appointed by the President, subject to ratification by the Executive Committee. The Committee Chair or at least one Member of each Committee shall be a Director of TREB. Only persons who are Members shall be eligible to serve on any Committee.
- 1.03 Unless otherwise provided in this By-Law, a majority of Committee Members being present shall constitute a quorum for the transaction of business.
- 1.04 If the Chair of the Committee is present he shall serve as Chair of the meeting. In the absence of the Chair or Vice-Chair the meeting shall appoint a Chair from those present.
- 1.05 At any Committee of TREB, the Chair shall not have a vote except in the case of a tie.
- 1.06 Any meeting of Committees may be adjourned at any time and from time to time and business may be continued at the adjourned meeting as might have been continued at the original meeting from which the adjournment took place. An adjournment may be made whether or not a quorum is present.

SECTION 2 - Arbitration and Professional Standards Steering Committee

- 2.01 The Arbitration and Professional Standards Steering Committee shall deal with Claims arising between Members that are Brokerages in the manner described in Schedule "C" and with professional standards complaints in the manner described in Schedule "D".

SECTION 3 - Member Communications Committee

- 3.01 The duties of the Member Communications Committee are, but shall not be limited to, the following:
- (a) to develop and implement a program of publication of information relative and helpful to TREB affairs and Members with the approval of the President and/or Board of Directors; and
 - (b) to consider and prepare printed and pictorial material for use by the Members in promoting the sale of real estate, with the approval of the President and/or Board of Directors.

SECTION 4 - Education Committee

- 4.01 The duties of the Education Committee are as follows:
- (a) to provide REALTOR® specific direction and input to the Education Department;
 - (b) to approve the type of content required, for a program of education and training for the professional development of the Members; and
 - (c) to make recommendations to the Board of Directors on matters of professional development for the Members.

SECTION 5 - Finance Committee

- 5.01 The Finance Committee shall be comprised of at least one representative of each of the following: a Broker of Record of a Member which is a Brokerage, a Member which is a Broker and a Member which is a Salesperson. The duties of the Finance Committee are as follows:
- (a) to review and make appropriate modifications to the budget for the ensuing year for submission to the Board of Directors;
 - (b) to review all expenditures and, if considered appropriate, approve for submission to the Board of Directors. The provisions of this Section in no way limit the power of the Board of Directors to initiate, approve and make expenditures apart from those approved and recommended by the Finance Committee;
 - (c) to review the financial statements prepared for TREB;
 - (d) to review the structure of membership dues and service fees and to make appropriate recommendations to the Board of Directors; and
 - (e) to monitor the financial performance of TREB and make recommendations to the Board of Directors, and to prepare quarterly financial reports to the Board of Directors, in a form suitable for publication to the Membership.

SECTION 6 - Government Relations Committee

- 6.01 The duties of the Government Relations Committee are as follows:
- (a) to protect and promote the interests of TREB and of the Real Estate Business before legislative bodies in consultation with OREA and CREA on provincial and federal issues;
 - (b) to perform other duties pertaining to public policy as may be referred to it by the Board of Directors; and
 - (c) with the prior approval of the Board of Directors, to make submissions to legislative and other public bodies in consultation with OREA and CREA on provincial and federal issues.

SECTION 7 - MLS® Committee

7.01 The duties of the MLS® Committee are as follows:

- (a) to examine and report to the Board of Directors on any suggested amendments to the MLS® Rules and Policies and to suggest amendments for the benefit of TREB;
- (b) to review and consider the operation generally of the MLS® system and to make recommendations in respect to it to the Board of Directors; and
- (c) to perform other duties pertaining to the MLS® system as may be referred to it by the Board of Directors.

SECTION 8 - Commercial Committee

8.01 The members of the Commercial Committee shall serve for a two (2) year term or until their successors have been appointed or until their tenure of office shall have been otherwise terminated in accordance with this By-Law.

**ARTICLE 8
SYMBOLS, CRESTS AND CERTIFICATES****SECTION 1 - Use of Symbols**

- 1.01 The Board of Directors may from time to time endorse any mark, symbol, design, device or crest for use by TREB or any of its Members.
- 1.02 Upon endorsement by the Board of Directors, any Member may use such mark, symbol, design, device or crest on stationery or advertising material subject to any rules or regulations the Board of Directors may impose regarding the use of same.
- 1.03 The REALTOR® logo of CREA is hereby adopted and endorsed as a logo of TREB, and terms of reference for its use are the same as those adopted by CREA, which by this reference are deemed to be included in this By-Law.
- 1.04 A Membership Card is the property of TREB and is subject to recall and cancellation of the membership by TREB on termination of the Member for any cause.

**ARTICLE 9
ORDER OF PROCEDURE****SECTION 1 - Order of Procedure at Meetings**

- 1.01 Unless specifically provided for in this By-Law to the contrary, all meetings of the Members of TREB, the Board of Directors and all meetings of Committees or task forces of TREB shall be subject to the procedures, rules and regulations as set out in the latest edition of "Roberts Rules of Order" by General Henry M. Roberts.

**ARTICLE 10
OREA AND CREA MEMBERSHIP****SECTION 1 - Membership in OREA**

- 1.01 TREB shall be a member of OREA and by virtue of this membership all Members of TREB are deemed to be members of OREA and shall be subject to the OREA By-Law and OREA's rules and regulations.

SECTION 2 - Membership in CREA

- 2.01 TREB shall be a member of CREA and by virtue of this membership all Members of TREB are deemed to be members of CREA and shall be subject to the CREA By-Law and CREA's rules and regulations.

SECTION 3 - Termination of Membership

- 3.01 Where the membership of any Member of TREB in either OREA or CREA is terminated by either of these Associations, the membership of that Member in TREB is deemed to be automatically terminated.

**ARTICLE 11
BY-LAW AMENDMENTS****SECTION 1 - By-Law Amendments**

- 1.01 The provisions of this By-Law may be enacted, amended or repealed at any properly constituted meeting of the Board of Directors, requiring at least a two-thirds (2/3) majority of votes cast.
- 1.02 The contents of notice of meeting called for the purposes referred to in Section 1.01 hereof, may be amended at any meeting of the Board of Directors where it is to be dealt with, provided that all Directors present at the meeting consent, in writing, to such an amendment.
- 1.03 Any proposal by the Board of Directors to amend the TREB By-Law must be determined by recorded vote and further, such vote shall be published to the Members prior to the next Board of Directors meeting.

SECTION 2 - Approval of By-Law Amendments

- 2.01 Any enactment, amendment or repeal of this By-Law as approved by the Board of Directors is not enforceable until confirmed by not less than a majority of the votes cast by Members present in person, by proxy, by Electronic Ballot, or, if made available by TREB, by telephonic or electronic means at a duly called meeting of the Members of TREB, unless greater than majority approval is required by the Corporations Act.
- 2.02 Even though, by definition, "By-Law" includes rules and regulations, Section 2.01 hereof does not apply to the creation, amendment or revocation of rules and regulations of TREB which are in the discretion of the Board of Directors pursuant to the provisions of Article 6, Section 15.01.

SECTION 3 - Effect of Amendments

- 3.01 Unless stated otherwise, no amendment or repeal shall extinguish any debt or obligation of any Member to TREB or to any other Member arising or existing under any By-Law or part of a By-Law as it existed prior to the amendment or repeal.

ARTICLE 12
NOTICES**SECTION 1 - Notices**

1.01 Unless otherwise specified in this By-Law, any letter, notice, document or any other material (hereinafter collectively referred to as “Notices”) required or permitted to be given or forwarded by TREB or its officers, Directors, employees, representatives, Committees, Committee members, representatives of its Committees or Committee members, hearing or appeal panels, or representatives of its hearing or appeal panels, may be:

- (a) mailed by regular or registered mail;
- (b) delivered personally (or by courier); or
- (c) sent by facsimile or by other electronic means which may include a posting on the MLS® System;

to such Member at its/his latest address as recorded with TREB.

- 1.02
- (a) Notices which are sent by facsimile or by other electronic means shall be deemed to have been received by the addressee on the next day.
 - (b) Notices which are sent by regular mail shall be deemed to have been received by the addressee on the fifth day (not including the day of mailing) after mailing. If receipt of notice would occur on a weekend or statutory holiday, then receipt shall be deemed to be the next business day in the province of Ontario.
 - (c) Notices which are mailed by registered mail, shall be deemed to have been received on the day they are actually received by the addressee according to the records of Canada Post.
 - (d) Notices delivered personally or by courier, shall be deemed to have been received when delivery is made to the latest address of the Member as recorded with TREB.

1.03 If Notices are mailed, sent by facsimile or by other electronic means or delivered to a Member and have been returned on three consecutive occasions because such Member cannot be found, TREB need not send any further Notices to such Member until it/he informs TREB in writing of its/his new address.

PASSED/EFFECTIVE THE 31st DAY OF DECEMBER, 2013.

WITNESS THE CORPORATE SEAL OF TREB.



Dianne Usher, President

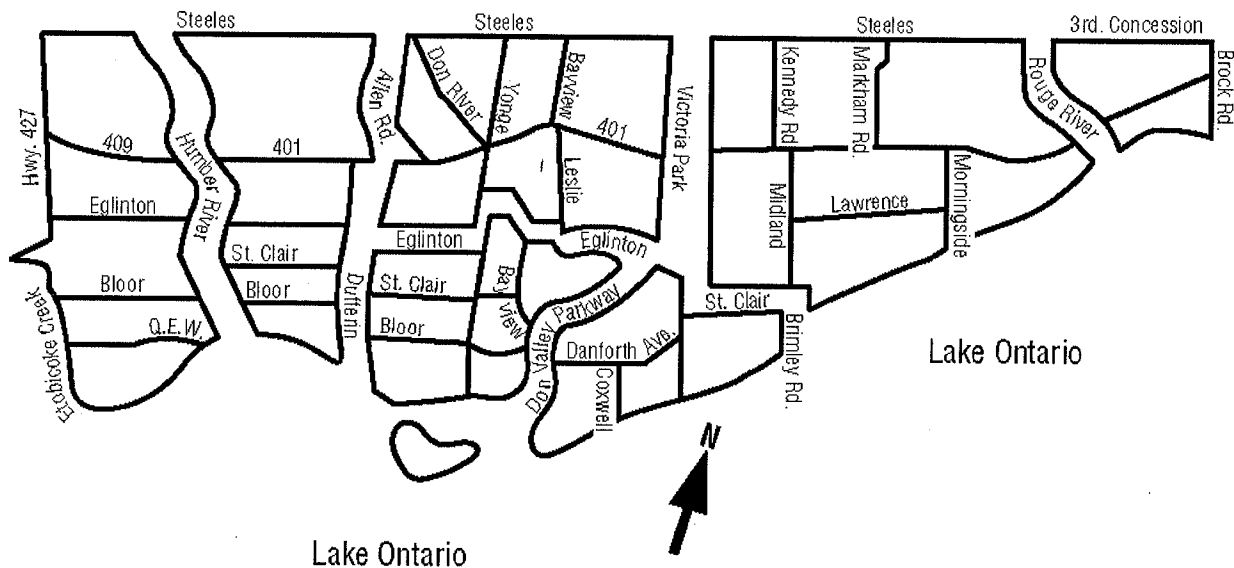


Don Richardson, Chief Executive Officer

SCHEDULE "A" JURISDICTIONAL AREA OF TREB

**THIS IS SCHEDULE "A" TO THE BY-LAWS OF THE TORONTO REAL ESTATE BOARD
JURISDICTIONAL AREA OF TREB.**

City of Toronto and that portion of Pickering Township lying south of the easterly extension of the northern limit of the City of Toronto and lying west of that portion of the Brock Road between Lake Ontario and the easterly extension of the northern limit of the Municipality of Metropolitan Toronto.



**SCHEDULE "B"
MEMBERSHIP FEES**

Enacted the 4th Day of May, 2011

ENTRANCE FEES *

Brokerage..... \$4,960.00
 Broker/Salesperson 460.00
 (effective November 1, 1996)

TRANSFER FEES *

Broker/Salesperson 25.00
 (effective November 1, 1996)

MEMBERSHIP FEES*

Membership Fees for a Member shall be the amount set out below based on qualification as a Brokerage, Broker or Salesperson, as applicable, under the Act (unless such member has been assigned a special rate outlined below for reason of being a Member who is Non-Active Sustaining or Honourary Life). Membership Fees in all instances are for the twelve (12) month period commencing July 1 and ending on June 30 of each year.

Brokerage..... \$721.80
 Broker/Salesperson \$651.80
 Brokerage (TREB Member for twenty-five years+)..... \$613.53
 Broker/Salespersons (TREB Member for twenty-five years+)..... \$554.03
 A Member who meets criteria of a Non-Active Sustaining..... \$30.00
 A Member who meets criteria of Honourary LifeNIL

REINSTATEMENT FEES

Brokerage..... \$100.00
 Broker/Salesperson \$100.00
 A Member who meets criteria of a Non-Active Sustaining..... NIL
 A Member who meets criteria of Honourary LifeNIL

**Membership Fees do not include applicable taxes and premiums for life and accidental death and dismemberment insurance.*

For the purposes of assessing whether a special fee rate of "Non-Active Sustaining" or "Honourary Life" shall be assigned to a Member,

- The "**Non-Active Sustaining**" fee rate shall be assigned to a Member if a Member is prevented from carrying on a Real Estate Business due to a disability or other causes beyond his/her control or for reasons of maternity and/or parental leave, and may be assigned to have the "Non-Active Sustaining" fee rate be applied to such Member's fee rate in accordance with the requirements established by the Board of Directors of TREB from time to time, which fee rate shall apply for the applicable membership year; and

The "**Honourary Life**" fee rate shall be assigned: (A) to a Member if that Member has been approved on a $\frac{3}{4}$ majority vote of Board of Directors of TREB to be entitled to such rate; (B) to a Member who is a Broker or a Salesperson and has been a Member in good standing (as determined by the Board of Directors of TREB in its sole discretion) of TREB for fifty (50) years; (3) to a Member who is a Past President of TREB, automatically after completion of such Past President's term in office as Past President. Once a Member has been assigned the Honourary Life fee rate, such Member will thereafter and throughout all renewals of such Member's membership in TREB be assigned the Honourary Life special fee rate in each year of membership.

SCHEDULE "C"
ARBITRATION**SECTION 1 - Definitions**

- 1.01 (a) **"Appeal"** means the request for review of an Award to the OREA Appeal Panel, as filed in the prescribed form or in the form attached as Schedule "A";
- (b) **"Appeal Reply"** or **"Reply"** means the Appeal Respondent's written reply to the Appeal as further described in Section 25 of this Schedule "C";
- (c) **"Appeal Respondent"** means the other party to an Award which is the subject of an Appeal to the OREA Appeal Panel;
- (d) **"Appellant"** means the party who files an Appeal;
- (e) **"Arbitration"** means the proceedings prescribed by this Schedule;
- (f) **"Arbitration Chair"** means the Chair of the Arbitration Roster;
- (g) **"Arbitration Roster"** is further described in Section 2 hereof;
- (h) **"Arbitrator"** means a member of the Arbitration Roster or such other person appointed by the Panel Chair to hear a Claim and who presides as a panellist on a particular Hearing Panel;
- (i) **"Award"** means the decision of the Hearing Panel;
- (j) **"Claim"** means a dispute between Members which are both Brokerages regarding real estate business relating to the division, distribution or disposition of commission paid or to be paid in respect of a transaction, or in connection with any listing on TREB's MLS® On-Line System, and shall also mean the written notice of such Claim as submitted by the Claimant and further described in Section 6 hereof;
- (k) **"Claimant"** means the Member which is a Brokerage who files a Claim against another Member which is a Brokerage who shall be represented by the Broker of Record or such other person as the Broker of Record may authorize in writing;
- (l) **"Committee"** means the Arbitration and Professional Standards Steering Committee;
- (m) **"Hearing Panel"** means a panel chosen to hear a Claim as further described in Section 12 hereof;
- (n) **"Mediation"** means a voluntary process in which a neutral third party assists the parties in dispute to negotiate their own resolution to the dispute;
- (o) **"Mediator"** means a person who acts as a neutral third party and who shall be a TREB Member;

- (p) **"MLS® On-Line System"** means the computer system as operated by TREB from time to time for the MLS® System, which is the multiple listing service owned or operated by or on behalf of TREB;
- (q) **"OREA"** means the Ontario Real Estate Association;
- (r) **"OREA Appeal Panel"** means the persons appointed by the Chief Executive Officer of OREA to hear and deal with an Appeal to OREA, as provided for herein and in the By-Law of OREA;
- (s) **"Panel Secretary"** shall mean the person appointed by TREB to administer the work of the Arbitration Roster; such work may be performed by certain members of the TREB staff, as directed by the Panel Secretary;
- (t) **"Parties"** means the Claimant and the Respondent in the case of an Arbitration, and the Appellant and the Appeal Respondent in the case of an Appeal;
- (u) **"Preliminary Motion"** means a written submission to the Arbitration Chair regarding objections to jurisdiction of the Arbitration Roster or such other matter which may be raised and is accepted by the Arbitration Chair;
- (v) **"Respondent"** means the Member which is a Brokerage against whom a Claimant has filed a Claim, who shall be represented by the Broker of Record or such other person as the Broker of Record may authorize in writing;
- (w) **"Response"** means the Respondent's written reply to the Claim as further described in Section 7 hereof.

SECTION 2 - Arbitration Roster – Composition and Powers

- 2.01 The Committee shall appoint an Arbitration Roster. The Arbitration Roster shall consist of not less than twenty-five (25) Members of TREB, composed of Members which are Brokerages, Brokers and Salespersons, a majority of whom shall be Members which are either a Brokerage or a Broker, and none of whom shall be members of the Professional Standards Review Roster, the Professional Standards Hearing Roster or the Professional Standards Hearing Appeal Roster. In order to qualify to be a member of the Arbitration Roster, a Member must also have a minimum of three (3) years of membership in TREB. The Chair of the Committee may appoint such other persons as Arbitrators as he deems appropriate. Members of the Arbitration Roster shall serve for staggered rotating terms of two (2) years or until their successors have been appointed or until their term shall have otherwise been terminated in accordance with this By-Law.
- 2.02 The Arbitration Roster shall have the jurisdiction and power to hear or settle all Claims.
- 2.03 The Arbitration Chair shall have the power to delegate to the Panel Secretary the powers described in Subsections 3.02 and 4.03, Section 9, Section 12 and Subsection 17.01 hereof.
- 2.04 Notwithstanding any other provision of this By-Law, where TREB is party to an agreement, in writing or otherwise, with another real estate board or organization authorized by the Board of Directors, which agreement requires submission and settlement of arbitration Claims as set out in that agreement (the **"Arbitration Procedure"**), all Members of TREB shall adhere and submit to

the Arbitration Procedure in a complete and timely fashion. Any Arbitration Procedure agreed to by TREB, as amended or varied, shall be published by TREB from time to time.

- 2.05 The Committee shall keep a roster of qualified Arbitrators and Mediators.

SECTION 3 - Custody of Files and Documents

- 3.01 The Arbitration Roster shall have custody of all documents, information and all other materials in all Claims arbitrated. All such files and information are confidential and are to be disclosed only to a member of the Committee, the Arbitration Roster, the Hearing Panel under Section 3.02, the Parties involved in matters that proceed before a panel, a Mediator appointed under Section 9.02, the OREA Appeal Panel and Chief Executive Officer of OREA (where an Award has been appealed under Section 24 hereof) and to another real estate board or association in pursuance of a membership application before that board provided that board has comparable confidentiality and custody rules. Subject to a use permitted under Section 3.02, all such confidential information and files so disclosed are solely for use by the recipient thereof in considering the matter before the Committee and the applicable panel, for resolution of the dispute, or considering the membership application in respect of which the disclosure has been made and not for any other purpose whatsoever.
- 3.02 In circumstances where any matter is to be referred by the Hearing Panel to the Professional Standards Review Roster, the Arbitration Chair may make the files and records available to the Professional Standards Review Roster on a confidential basis for the purposes of carrying out the process set out in Schedule "D".

SECTION 4 - Submission to Arbitration

- 4.01 Subject to Subsection 4.07 below, all Members of TREB agree with TREB and every other Member of TREB to submit all Claims with any other Member to Arbitration as provided in this Schedule.
- 4.02 Subject to Subsection 4.07 below, no legal action or other proceeding shall be taken by any Member with respect to the subject matter of a Claim and no court shall intervene in matters governed hereunder.
- 4.03 Upon the filing of a Claim with TREB, the Arbitration Chair may decline to proceed:
- (a) if there is no jurisdiction for a Claim with TREB;
 - (b) if the time period provided by Section 6 hereof, as may have been extended pursuant thereto, expired before the Claim was filed.
- 4.04 In the event that the Arbitration Chair has refused to proceed, the Panel Secretary shall notify the Claimant that the file has been closed.
- 4.05 Any Claimant to whom notice is given under Section 4.04 hereof shall be notified of the right to disagree with the determination of the Arbitration Chair and require the issue of jurisdiction raised thereby to be heard by the Arbitration Chair or such other person as the Arbitration Chair deems appropriate to hear the matter as a preliminary motion under Section 4.06 hereof. Notice must be given to TREB in writing by a disagreeing Claimant within fourteen (14) days of the

date of the Panel Secretary's notice given under Section 4.04, failing which the Arbitration Chair's decision shall be final and binding, and not subject to appeal.

- 4.06 At any time prior to a hearing, a party to a Claim may bring a Preliminary Motion to be heard by written submission regarding objections to jurisdiction of the Arbitration Roster, or such other matters which may be raised and are accepted by the Arbitration Chair or such other person designated by the Panel Chair to hear the matter(s), whose decision is conclusive and binding on the parties, and not subject to appeal.
- 4.07 At any time prior to a hearing, the Claimant and Respondent may in writing agree to have the matters addressed in the Claim determined by a court of competent jurisdiction. Once such an agreement has been entered into, the matters set out in such Claim shall not be subject to Arbitration and such agreement and the determination of such court shall be final and binding on the Claimant and the Respondent and not subject to appeal.

SECTION 5 - Successor Brokerage Liable

- 5.01 In the event that a Member which is a Brokerage, in this section the "Successor", acquires sufficient assets and the goodwill of another Member which is a Brokerage, in this section the "Seller", by purchase, merger or other form of transaction of reorganization such that the Seller ceases to be a Member of TREB and if a Claim is or has been submitted to Arbitration under Section 6 hereof involving the Seller, the Successor shall replace the Seller as a party to such Arbitration and be bound by all the provisions of this Schedule.
- 5.02 The Arbitrators in delivering an Award may not require the Successor to pay the Claimant any part of a commission in dispute if the Arbitrators in their Award conclude:
- (a) that the Seller deliberately or fraudulently failed to disclose to the Successor the liability or potential liability of the Seller under this Schedule; and
 - (b) that the Successor made reasonable inquiries of the Seller and a reasonable examination of the records of the Seller to determine whether the Seller had any liability or potential liability under this Schedule; or
 - (c) that, in all circumstances, an Award against the Successor would be unfair and inequitable.

SECTION 6 - Filing of Claim

- 6.01 The Arbitration Roster shall not have jurisdiction to process or otherwise deal with a Claim unless:
- (a) it is in writing, signed by or on behalf of the Claimant and delivered to the Panel Secretary;
 - (b) it is delivered together with the filing fee required under Section 6.01 (c) of the Schedule "C" to the Panel Secretary not later than ninety (90) days from the closing date or within a further period as the Arbitration Chair may allow; and

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- (c) the Claim is accompanied by a filing fee, in cash or cheque, in an amount equivalent to five percent (5%) of the amount of commission in dispute, or the sum of five hundred dollars (\$500.00), whichever is the greater, provided that in no event shall the filing fee exceed one thousand five hundred dollars (\$1,500.00) plus applicable taxes. Such amount of filing fee may be set from time to time by the Board of Directors.
- 6.02 The Claim shall contain a brief and concise statement of the reasons in support of the Claim and the amount being claimed as well as a statement that the Claimant will abide by the Award.
- 6.03 The Claimant shall attach to the Claim such documents, records and other writings as are in the Claimant's possession upon which the Claimant intends to rely, and such documents, records and other writings shall be deemed to become part of the Claim.
- 6.04 The filing fee referred to in Section 6.01(c) hereof shall be refunded to the Claimant or retained by TREB, as the case may be, based on the following:
- (a) if the Claim is settled in whole before the commencement of an Arbitration hearing, TREB shall refund the Claimant 100% of the filing fee;
- (b) if the Claim proceeds to an Arbitration hearing, TREB may, in its discretion, retain or return the filing fee. However, if the Claimant substantiates the Claim, in whole or in part, the Respondent shall reimburse the Claimant for the filing fee in whole or in part.

SECTION 7 - Filing a Response

- 7.01 When a Claim is received, the Panel Secretary shall forthwith forward a copy of the Claim to the Respondent.
- 7.02 In a notice or letter accompanying the Claim, the Panel Secretary shall advise in writing that the Respondent has fourteen (14) days from the sending of the notice or letter in which to file a Response.
- 7.03 The Response shall:
- (a) be in writing, addressed to the Arbitration Chair and delivered to the Panel Secretary;
- (b) contain a brief and concise statement of the position of the Respondent with respect to the Claim and the reasons therefor;
- (c) have attached to it such records, documents and other writings as are in the Respondent's possession and upon which the Respondent intends to rely, and such documents, records and other writings shall be deemed to become part of the Response; and
- (d) state that the Respondent shall abide by the Award of the Arbitrator(s).
- 7.04 The Panel Secretary shall forthwith, upon receipt, forward a copy of the Response to the Claimant.
- 7.05 If the Respondent fails to deliver a Response within the required fourteen (14) days, or fails or refuses to appear at a hearing, the Arbitrators: (a) may still proceed with the Arbitration and issue

an Award based on the Claim and the evidence presented at the Arbitration; and (b) may order the Respondent to pay an amount to the Claimant as compensation for such failure to file or refusal to appear in accordance with Section 20.02 hereof.

SECTION 8 - Notice of Hearing

- 8.01 After the time period prescribed for delivery of the Response, the Arbitration Chair shall establish a fixed time and place for the hearing and notice of the hearing shall be mailed to the parties by the Panel Secretary at least twenty-one (21) days in advance of the Arbitration hearing date.

SECTION 9 - Mediation

- 9.01 After the Response has been received and before setting a date for the Arbitration hearing, the Arbitration Chair may request that the Claimant and Respondent meet with a Mediator or the parties may on their own initiative request to meet with a Mediator.
- 9.02 A Mediator shall be appointed by the Arbitration Chair.
- 9.03 The purpose of meeting with the Mediator shall be to attempt to resolve the Claim without the necessity of having a hearing.
- 9.04 Where the Claimant and Respondent agree to a resolution of the Claim, the Mediator shall prepare a settlement agreement setting out the terms agreed upon and the Claimant and Respondent shall sign the settlement agreement showing that they agree to be bound by the settlement agreement.
- 9.05 Such a settlement agreement, once signed by the Claimant and Respondent, shall be deemed to be an Award for the purposes of Sections 19 and 35 hereof, except that there is no right to appeal such an Award.
- 9.06 A copy of such a settlement agreement shall be given to the Panel Secretary as well as to the Claimant and Respondent.
- 9.07 Where a meeting with the Mediator does not lead to a resolution of the Claim, the Mediator shall advise the Panel Secretary in writing that the Claim could not be resolved. The Mediator shall not discuss with anyone any of the matters discussed, statements made or positions taken by either the Claimant or Respondent at any meeting with the Mediator.
- 9.08 Where a meeting with the Mediator does not lead to a resolution of the Claim, the Claim shall proceed in accordance with this Schedule.
- 9.09 If the Mediation is unsuccessful in resolving the Claim, and the matter proceeds to an Arbitration hearing, the Mediator shall not be allowed to participate in any manner at such Arbitration hearing and the Claimant and Respondent may not enter into evidence any matters discussed or statements made or positions taken by either the Claimant or Respondent at any meeting with the Mediator, as such discussions shall be deemed to have taken place on a "without prejudice" basis.

SECTION 10 - Powers of Arbitrators

- 10.01 Arbitrators appointed pursuant to this Schedule possess all powers necessary and proper to the performance of their functions and duties prescribed by and consistent with this Schedule; without in any way limiting the generality so conferred, the Arbitrators may:
- (a) adjourn any hearing from time to time;
 - (b) proceed in such manner as it deems proper and without being bound by the rules of evidence or legal rules, provided that it shall consider the best evidence available;
 - (c) receive evidence under oath or affirmation or otherwise; and
 - (d) use any acceptable method of recording the Arbitration hearing including, but not limited to, audio or videotape, recording secretary or stenographer.

SECTION 11 - Qualifications of Arbitrators and Mediators

- 11.01 No person shall serve as an Arbitrator or Mediator in any Claim where:
- (a) the Arbitrator or Mediator has, either directly or indirectly, any personal or financial interest in the Claim;
 - (b) the Arbitrator or Mediator is related by either blood or marriage to either the Claimant or the Respondent or any officer, director, shareholder, partner or employee of either the Claimant or Respondent; or
 - (c) there is any other reasonable basis for an apprehension of bias.

SECTION 12 - Selection of Arbitrators

- 12.01 Where an Arbitration hearing is required, the Arbitration Chair shall appoint a Hearing Panel, comprised of four (4) members of the Arbitration Roster to hear and determine the Claim, one of whom shall be appointed as Hearing Panel Chair. Quorum for the conduct of an Arbitration hearing shall be three (3) members of the Hearing Panel present, one of which shall be the Hearing Panel Chair.
- 12.02 Where there are not at least three (3) members of the Arbitration Roster who would qualify as Arbitrators because of the provisions of Section 11 of this Schedule, then the Arbitration Chair may appoint any other Member which is a Brokerage or a Broker who qualifies to act as an Arbitrator to sit on the Hearing Panel.
- 12.03 The Hearing Panel Chair shall preside at the Arbitration hearing.

SECTION 13 - Original Documents and Evidence

- 13.01 The Claimant and Respondent shall be entitled to submit documentary evidence to the Hearing Panel. Copies of all documents may be submitted with the Claim or Response, but both the Claimant and Respondent shall bring originals of all documents to the hearing and be prepared to produce same for inspection if so requested by the Hearing Panel.
- 13.02 A document or written statement or an audio or visual record must have been submitted to the Hearing Panel and the other party to the proceedings at least fourteen (14) days before the date of the Arbitration hearing to be received in evidence, unless the Hearing Panel Chair, in its discretion, determines otherwise at the Arbitration hearing. The Hearing Panel Chair may also order such party to pay an amount in compensation to the other party for such delay or failure to file pursuant to Section 20.02 hereof.

SECTION 14 - Recording of Hearings

- 14.01 The Arbitration hearing shall be recorded as directed by the Hearing Panel under Section 10.01(d) hereof. The parties to any Arbitration hearing or Mediation shall not be entitled to record any proceedings at any Arbitration hearing or Mediation, except for the taking of handwritten notes.

SECTION 15 - Witnesses

- 15.01 The Claimant and Respondent each shall have the right to call, as a witness, anyone who has knowledge of facts concerning the Claim, whether or not that person is a Member of TREB.
- 15.02 Where a Claimant or Respondent intends to call one or more witnesses at an Arbitration hearing or Mediation, it shall so notify, in writing, the Panel Secretary, who shall in turn notify the other party to the proceeding. Such notice is to be received by the Panel Secretary at least fourteen (14) days prior to the date of the Arbitration hearing or Mediation and shall contain the full legal name, address and telephone number of the witness, unless the Hearing Panel Chair or the Mediator, as the case may be, in its discretion, determines otherwise at the Arbitration hearing or Mediation. Pursuant to Section 20.02 hereof, the Hearing Panel Chair may also order such party to pay an amount in compensation to the other party for any delay in providing such notice.

SECTION 16 - Legal Counsel or Other Representative

- 16.01 At an Arbitration hearing or Mediation, the Claimant and Respondent may each be represented by legal counsel or by a Member which is a Brokerage, Broker or Salesperson, as long as such Member which is a Brokerage, Broker or Salesperson is not a member of the Arbitration Roster or a member of the Board of Directors, unless that Member is a member of the same Brokerage as the Respondent or the Claimant, or the Mediator appointed to try to settle that particular Claim. The Hearing Panel may retain legal counsel to sit at the hearing and advise the Hearing Panel on any and all matters of law or procedure, but such legal counsel shall not take part in the deliberation or decision of the Hearing Panel.
- 16.02 Where a Claimant or Respondent is to be represented by legal counsel, it shall so notify, in writing, the Panel Secretary. Such notice is to be received by the Panel Secretary at least fourteen (14) days prior to the date of the Arbitration hearing unless the Hearing Panel Chair, in its discretion, determines otherwise at the Arbitration hearing. Pursuant to Section 20.02 hereof, the

Hearing Panel Chair may also order such party to pay an amount in compensation to the other party for any delay in providing such notice.

SECTION 17 - Postponements and Adjournments

- 17.01 Postponements and adjournments will not be routinely granted. In determining whether to adjourn the hearing the Arbitration Chair or Hearing Panel Chair, as applicable, may consider any relevant factors, including:
- (a) the reason for the request and any relevant documentation in support thereof provided within fourteen (14) days following receipt of the notice setting out the date of the Arbitration hearing;
 - (b) the consent of other parties;
 - (c) previous delays incurred, including the number and length of previous adjournments or postponements; and
 - (d) the parties' consent to conditions which might be imposed if the adjournment or postponement is granted.
- 17.02 In granting the adjournment or postponement, the Hearing Panel Chair or Arbitration Chair, as applicable, may impose such conditions as it considers appropriate, including an imposition of costs against the party requesting the adjournment or postponement to a maximum amount of \$500.00 to the other party.

SECTION 18 - Award of Arbitrators

- 18.01 In the event that the Claim is heard by a Hearing Panel consisting of three (3) members of the Arbitration Roster, the Hearing Panel Chair shall be entitled to vote on the Award. However, in the event that the Claim is heard by a Hearing Panel of four (4) members of the Arbitration Roster, the Hearing Panel Chair shall not be entitled to vote on the Award. The Award of the Arbitrators shall be decided by a majority of the votes cast by the panel members entitled to vote.
- 18.02 The Award shall be in writing, shall contain the reasons for the Award, shall be signed by the Hearing Panel Chair and shall be forwarded to the Panel Secretary.
- 18.03 The Hearing Panel, by their Award, may:
- (a) dismiss the Claim; or
 - (b) direct the disposition of the commission in dispute as they consider proper; and
 - (c) refer the matter for Professional Standards review; and
 - (d) require payment by the Respondent to Claimant of any fee paid by the Claimant under Section 6 of this Schedule.
- 18.04 At the time of the granting of the Award, the Hearing Panel may make such order as to costs and/or compensation permitted under this Schedule as it deems appropriate.

- 18.05 Recognizing that the facts presented in connection with each Claim are almost always unique, under no circumstances shall the Award in any given case set a precedent and no Award shall be cited in connection with any future Claim. Each Claim shall be decided upon its merits and upon the circumstances attendant thereto.

SECTION 19 - Award Binding

- 19.01 Subject to the Appeal rights provided for in this Schedule "C", the Award of the Arbitrators is conclusive, final and binding upon any and all parties to the Claim and all parties shall act in compliance with the Award.

SECTION 20 - Costs and Penalty

- 20.01 The Hearing Panel may award a successful party an amount not exceeding \$500.00 for preparation and filing of pleadings.
- 20.02 If the Hearing Panel is satisfied that a party has unduly complicated or prolonged a Claim or Arbitration hearing or has otherwise acted unreasonably (including any failure to file documents or notices in accordance with Sections 7.05, 13.02, 15.02 and 16.02 above), the Hearing Panel may order the party to pay an amount not exceeding \$500.00 as compensation to another party.

SECTION 21 - Interest on Award

- 21.01 Money owing under an Award bears pre-award interest thereon from the date of the closing of the subject transaction to the date of the Award at the Bank of Canada rate in effect at the date of the closing of the subject transaction.
- 21.02 Money owing under an Award bears post-award interest at the Bank of Canada rate in effect at the date of the Award. Post-award interest will only start to accrue if the Award is not paid within twenty-one (21) days of the date of the Award. However, if the Award is not paid within twenty-one (21) days of the date of the Award, interest will be calculated from the Award date.
- 21.03 Notwithstanding the foregoing, the Hearing Panel may, in its discretion, in respect of the whole or any part of the amount of interest which is payable under Section 22.01:
- (a) disallow interest on the Award;
 - (b) allow interest at a rate higher or lower than is provided in either Section 21.01 or 21.02;
 - (c) allow interest for a period other than that provided for in the applicable Section.
- 21.04 For the purpose of exercising its discretion in Section 21.03, the Hearing Panel may take into account:
- (a) the circumstances of the case;
 - (b) the amount claimed and the amount recovered in the proceeding;
 - (c) the conduct of any party that tended to shorten or lengthen unnecessarily the duration of the proceeding; and

(d) any other relevant consideration.

21.05 For the purposes of this Section, the "**Bank of Canada rate**" means the Bank rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the banks listed in Schedule 1 of the *Bank Act* (Canada).

SECTION 22 - Notice of Award

22.01 Notice of the Award shall be given by the Panel Secretary to the parties to the Claim within seven (7) days following delivery of the Award to the Panel Secretary, and shall attach a copy of the Award signed by the Hearing Panel Chair hearing the Claim.

SECTION 23 - Appeal to OREA

23.01 Subject to Section 9.05 hereof, a Claimant or Respondent may appeal an Award to OREA, in accordance with the following provisions.

23.02 An Appeal shall only be with respect to the question of whether or not the Hearing Panel had the jurisdiction to make the Award or whether or not there was a denial of natural justice.

23.03 Where an Appeal is filed, the Award shall, subject to the provisions of Section 23.05, be suspended pending discontinuance or disposition of the Appeal. Notwithstanding such suspension, interest shall continue to accrue on the Award in accordance with Section 21 of this Schedule.

23.04 Until:

- (a) the period to file an Appeal has elapsed and no Appeal has been filed;
- (b) an Appeal has been commenced and has either been completed or discontinued; or
- (c) the Appeal rights have been extinguished as provided for in Section 23.05.

Neither party to the Arbitration hearing may ask a Court to enforce the Award, and it is agreed by all Members that there will not exist any valid basis for such Court action until either or both parties have complied with the appropriate provisions of this By-Law.

23.05 If a party to the Arbitration hearing, for any reason, resigns his membership in TREB or ceases to be a Member, either during the period of time during which he may file an Appeal in accordance with Section 23.01 or at any time during the Appeal process described in this Schedule and/or in the By-Law of OREA, that party shall be deemed to have waived all his rights of Appeal provided for in this Schedule and/or in the By-Law of OREA and all such rights of Appeal shall automatically be extinguished upon such party's resignation or membership in TREB. Upon the extinguishing of the Appeal rights, any filing fee paid by the resigning Appellant, relating only to the Appeal, shall be refunded by OREA to such resigning Appellant. The extinguished Appeal rights and Appeal process cannot be reopened upon such party rejoining TREB.

SECTION 24 - Filing the Appeal

- 24.01 The OREA Appeal Panel does not have jurisdiction to process, hear or otherwise deal with an Appeal:
- (a) unless the Appellant files the Appeal in Form "A" within thirty (30) days of the Appellant receiving the Award;
 - (b) unless the duly completed Form "A" is received by the Chief Executive Officer of OREA within such thirty (30) day period;
 - (c) unless the Appellant pays to OREA, at the time of filing the Appeal, the filing fee as established by the OREA board of directors as same may be amended by the OREA board of directors from time to time.
 - (d) if the Appellant, for any reason, ceases to be a Member of TREB either during the period of time during which it may file an Appeal in accordance with Section 23.01(a) or at any time during the Appeal process described in this Schedule and/or in the By-Law of OREA.
- 24.02 Once an Appeal has been filed, TREB will order a transcript of original proceedings to be included in the record of the Arbitration hearing, as described in Section 27.01. The Appellant shall be responsible for paying the costs of such transcripts, as invoiced by TREB.

SECTION 25 - Reply to Appeal

- 25.01 Upon receipt of the Appeal, the Chief Executive Officer of OREA shall forward a copy of it to the Appeal Respondent.
- 25.02 The Appeal Respondent shall file with the Chief Executive Officer of OREA a Reply to the Appeal that responds to the matters raised in the Appeal (the "**Reply**"). The Reply shall be filed on or before a date set out in the notice from the Chief Executive Officer of OREA, provided that such date shall not be less than fifteen (15) days from the date the notice from the Chief Executive Officer of OREA was sent to the Respondent.
- 25.03 When the Chief Executive Officer of OREA receives the Reply he shall immediately forward a copy of the same to the Appellant.
- 25.04 If the Appeal Respondent fails to deliver a Reply within the prescribed time period, or fails or refuses to appear at an Appeal hearing, the OREA Appeal Panel may proceed to hear and determine the matter only upon the Appellant's attendance at the Appeal hearing and/or upon Form A filed by the Appellant and the Reply, if any, filed by the Appeal Respondent.

SECTION 26 - Notice of Appeal

- 26.01 The Chief Executive Officer of OREA shall notify the Hearing Panel Chair that the Award is being appealed, and upon receiving such notification the Hearing Panel Chair shall send the record of the Arbitration hearing, as described in Section 27.01, to the Chief Executive Officer of OREA.

SECTION 27 - Record of Arbitration Hearing

- 27.01 For purposes of Section 26 of this Schedule, the record of the Arbitration hearing shall include the following as it relates to the particular Arbitration hearing being appealed:
- (a) the Claim;
 - (b) the Response;
 - (c) all notices sent to the Claimant and Respondent by the Arbitration Chair or Panel Secretary;
 - (d) any transcript or other summary of the Arbitration hearing, including any tape recordings;
 - (e) all exhibits entered in evidence at the Arbitration hearing; and
 - (f) the Award.

SECTION 28 - Notice of Appeal Hearing

- 28.01 The Chief Executive Officer of OREA shall notify the Appellant and Appeal Respondent, in writing, of the date, time and place that the Appeal is to be heard, it being agreed that such a date may not be sooner than thirty (30) days from the date that the Chief Executive Officer of OREA first received an Appeal as set out in Section 24 of this Schedule.

SECTION 29 - Legal Counsel

- 29.01 At an Appeal, the Appellant and Appeal Respondent may each be represented by a lawyer or by a Member who is a Broker or Salesperson of TREB. The OREA Appeal Panel may retain legal counsel to attend at the Appeal Hearing and advise the OREA Appeal Panel on any and all matters of law, but such legal counsel shall not take part in the deliberation or decision of the OREA Appeal Panel.
- 29.02 Where an Appellant or Appeal Respondent is to be represented by a lawyer that Party shall so notify, in writing, the other Party and the Chief Executive Officer of OREA, such notice to be received by the Chief Executive Officer of OREA and the other Party at least five (5) days prior to the date set for the Appeal Hearing.

SECTION 30 - Selection of OREA Appeal Panel

- 30.01 There shall be an OREA Appeal Panel of at least twenty (20) members of OREA.
- 30.02 The Chief Executive Officer of OREA shall have full authority to appoint members to the OREA Appeal Panel and may fill any vacancies as they may occur.
- 30.03 Where the Chief Executive Officer of OREA receives an Appeal as set out in Section 24 of this Schedule, he shall appoint three (3) members of the OREA Appeal Panel under the By-Law of OREA to hear, process, decide and otherwise dispose of the Appeal.

SECTION 31 - Nature of Appeal Hearing

- 31.01 The Appellant and the Appeal Respondent shall be given full opportunity to present both oral and written arguments at the Appeal Hearing.
- 31.02 At an Appeal Hearing neither the Appellant nor the Appeal Respondent shall be allowed to present any new evidence since the Appeal is to be decided solely on the evidence as set out in the record of the Arbitration hearing as described in Section 27 of this Schedule.

SECTION 32 - Powers of OREA Appeal Panel

- 32.01 Subject to the provisions of Section 31 of this Schedule, the OREA Appeal Panel of three (3) members appointed as per Section 30 of this Schedule shall possess all of the powers of arbitrators under the *Arbitration Act, 1991* (Ontario).

SECTION 33 - Qualifications of OREA Appeal Panel

- 33.01 No person may serve on the OREA Appeal Panel where that person:
- (a) has, either directly or indirectly, any personal or financial interest in either of the parties to the Appeal;
 - (b) is related by either blood or marriage to the Appellant or the Appeal Respondent or to any officer, director, shareholder, partner or employee of either the Appellant or the Appeal Respondent; or
 - (c) there is any other reasonable basis for an apprehension of bias.

SECTION 34 - Appeal Panel Award

- 34.01 The OREA Appeal Panel appointed under Section 28.03 of this Schedule may:
- (a) dismiss the Appeal;
 - (b) grant the Appeal;
 - (c)
 - (i) order that the filing fee paid to OREA or any portion of it be retained by OREA to cover its costs in handling the Appeal;
 - (ii) order that all or part of the filing fee paid to OREA be returned to the Appellant; and/or
 - (iii) order that the Appeal Respondent reimburse the Appellant in an amount equal to all or any part of the filing fee paid by the Appellant to OREA;
 - (d) amend the Award as the OREA Appeal Panel deems appropriate; and/or
 - (e) remit the subject matter of the Appeal back to the Arbitration Roster for a new Arbitration hearing in whole or in part, and at the OREA Appeal Panel's discretion by a differently constituted Hearing Panel.

- 34.02 The OREA Appeal Panel award shall be in writing, contain the reasons for the OREA Appeal Panel award, be signed by the members of the OREA Appeal Panel or the Chair, and shall be forwarded to the Chief Executive Officer.
- 34.03 The Chief Executive Officer of OREA shall forward a copy of the OREA Appeal Panel award to the Appellant and the Appeal Respondent immediately after receiving it.

SECTION 35 - Failure to Comply with Submission or Award

- 35.01 Subject to Subsection 4.01, if any Member fails to submit a Claim to Arbitration under this Schedule and instead proceeds to any action or proceeding at law or equity, such failure may be dealt with under the provisions of Schedule "D" as a breach of this By-Law.
- 35.02 If any Member fails to comply with any Award within twenty-one (21) days after notice has been given under Section 18 hereof, or where there has been an Appeal to OREA, within twenty-one (21) days after notice has been given under Section 34.03 hereof, the Board of Directors may, at any subsequent meeting of the Board of Directors, and without further proceedings, expel the non-complying party from membership in TREB or suspend the membership of such non-complying party from membership in TREB for such period as the Board of Directors may in its sole discretion determine. The Panel Secretary shall advise CREA and OREA of any such termination of membership within fourteen (14) days of such termination.

SECTION 36 - Notices

- 36.01 Any notice and any other material required to be sent to any person under this Schedule is considered conclusively to have been received five (5) days after it is mailed to that person by regular mail, courier or prepaid registered mail addressed to the last known address of the party on the records of TREB.

SECTION 37 - No Action at Law or Equity

- 37.01 No action or proceeding, either at law or equity, shall be brought by any Member of TREB against any other Member or any servant or agent of TREB, acting in good faith, for or by reason of, any act, matter or thing done or omitted to be done in pursuance, or purporting to be in pursuance, of this Schedule.

SECTION 38 - Exclusion of the Arbitration Act, 1991, S.O. 1991, c.17

- 38.01 TREB, its Members and all parties to a Claim hereby agree to exclude application of the provisions of the *Arbitration Act, 1991* (Ontario) (as amended from time to time) from Arbitrations conducted by TREB pursuant to this Schedule, save those provisions thereof (Subsection 5(4) and Sections 19, 39, 46, 48, 50) from which, pursuant to Section 3 of the *Arbitration Act, 1991* (Ontario) (as may be amended from time to time), contracting out is expressly prohibited. All Members of TREB acknowledge that this provision does not apply to OREA Appeals.

SCHEDULE "D" – PROFESSIONAL STANDARDS**SECTION 1 - Definitions**

- 1.01 (a) "**Allegation Statement**" shall mean a written statement containing the specific allegations of misconduct of the Respondent, as prepared by the Panel Secretary under the supervision of the Chief Executive Officer;
- (b) "**Appeal**" is further described in Section 21 of this Schedule;
- (c) "**Appeal Decision**" is further described in Sections 26 and 27 of this Schedule;
- (d) "**Appeal Panel**" is further described in Section 23 of this Schedule;
- (e) "**Appellant**" shall mean a Respondent who has filed an Appeal of the decision of the Professional Standards Hearing Roster;
- (f) "**Case Presenter**" shall mean a person appointed by TREB to present the evidence determined by TREB in support of specific misconduct or omission which the Respondent is alleged to have done or failed to do;
- (g) "**Chair**" means the Professional Standards Chair, appointed by the Committee, who shall be a member of either the Professional Standards Review Roster, the Professional Standards Hearing Roster or the Professional Standards Hearing Appeal Roster;
- (h) "**Chief Executive Officer**" means the Chief Executive Officer of TREB;
- (i) "**Committee**" means Arbitration and Professional Standards Steering Committee;
- (j) "**Complainant**" shall mean any person having a Complaint against any Member;
- (k) "**Complaint**" means a written complaint concerning the alleged breach of this By-Law, the sections of the CREA Code of Ethics within the jurisdiction of TREB and not within the jurisdiction of RECO, the Standards of Business Practice, the MLS® Rules and Policies, other rules and regulations passed by the Board of Directors and proclaimed in force, or some other alleged misconduct by a Member;
- (l) "**MLS @ On-Line System**" means the computer system as operated by TREB from time to time for the MLS® System, which is the multiple listing service owned or operated by or on behalf of TREB;
- (m) "**Panel Secretary**" shall mean the person appointed by TREB as the secretary to administer the work of all of the Panels and Rosters described under this Schedule. Such work may be performed by certain members of TREB staff, as directed by the Panel Secretary;
- (n) "**Parties**" shall mean TREB and the Respondent;
- (o) "**Professional Standards Hearing**" means a hearing conducted by a Professional Standards Hearing Panel;

Schedule "D"
Professional Standards

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- (p) **"Professional Standards Hearing Appeal Roster"** is further described in Section 22 of this Schedule;
 - (q) **"Professional Standards Hearing Panel"** is further described in Section 14 of this Schedule;
 - (r) **"Professional Standards Hearing Panel Decision Compliance Date"** is further described in Section 21 of this Schedule.;
 - (s) **"Professional Standards Hearing Roster"** is further described in Section 12 of this Schedule;
 - (t) **"Professional Standards Review Panel"** is further described in Section 4 of this Schedule;
 - (u) **"Professional Standards Review Roster"** is further described in Section 4 of this Schedule;
 - (v) **"RECO"** shall mean the Real Estate Council of Ontario;
 - (w) **"RECO Code"** shall mean the RECO Code of Ethics as adopted and amended from time to time;
 - (x) **"Researcher"** shall mean a member of TREB staff or other person appointed to carry out research concerning the Complaint of misconduct by a Member;
 - (y) **"Respondent"** shall mean the Member of TREB against whom a Complaint has been made;
 - (z) **"Response"** shall mean the written statement of a Member responding to a Complaint;
 - (aa) **"Special Administrative Fee"** is further described in Section 11 of this Schedule.

SECTION 2 - Application of Schedule and Power

- 2.01 The provisions of this Schedule apply to all Members of TREB.
- 2.02 The Chief Executive Officer may upon receipt of a written Complaint from any source whatsoever, and after a jurisdictional review has been conducted in accordance with the provisions of Section 6 of this Schedule, proceed to review the conduct of any Member of TREB.
- 2.03 Notwithstanding the provisions of this Schedule, the Committee shall have jurisdiction and power to hear Complaints with respect to any listing on TREB's MLS® Online System.
- 2.04 At any time after having received a Complaint, the Chief Executive Officer may in its sole and absolute discretion decide that no further action should be taken in respect of the matter under review and such decision shall not be subject to review or appeal.

Schedule "D"
Professional Standards

- 2.05 The panel chairs shall have the power to delegate to the Panel Secretary the powers described in Subsection 4.02, Subsection 8.05, Subsections 14.01 and 14.07 and Section 23.
- 2.06 The Chair may be appointed as a member of any Panel described in this Schedule.

SECTION 3 - Ceasing to be a Member

- 3.01 If a Member against whom a Complaint has been made ceases to be a Member, for any reason, at any time before a decision is rendered by a Professional Standards Hearing Panel, the Professional Standards Review Panel may, in its sole, unfettered discretion, either:
- (a) hold the Complaint and the professional standards review and hearing process in abeyance until such time as the Member rejoins TREB, at which time the Professional Standards Review Panel may re-start the process from the point when the Member left TREB; or
 - (b) forward the Complaint to any other real estate board or association which the Member joins after leaving TREB, and such other real estate board or association may process the Complaint, starting at the beginning of the professional standards review and hearing process.

SECTION 4 - Composition of Professional Standards Review Roster and Professional Standards Review Panel

- 4.01 The Committee shall appoint a Professional Standards Review Roster. The Professional Standards Review Roster shall comprise of not less than twenty-five (25) Members of TREB and consist of Brokerages, Brokers and Salespersons, none of whom shall be members of either the Arbitration Roster, Professional Standards Hearing Appeal Roster or Professional Standards Hearing Roster and all of whom shall have been Members of TREB for at least three (3) years. Members of the Professional Standards Review Roster shall hold office for staggered rotating terms of two (2) years or until their successors have been appointed or until their tenure of office shall have otherwise been terminated in accordance with this By-Law.
- 4.02 The Chair shall appoint a Professional Standards Review Panel consisting of four (4) members of the Professional Standards Review Roster, one of whom shall serve as Professional Standards Review Panel Chair, to review and consider any Complaint so assigned to it by the Chair. Quorum for a Professional Standards Review Panel shall be three (3) members of the Professional Standards Review Panel present, including the Professional Standards Review Panel Chair. Wherever possible, the Chair shall select members of the Professional Standards Review Panel from the same membership category and professional area of practice as that of the Member against whom a Complaint has been made.

SECTION 5 - Qualifications of Members Of All Professional Panels

- 5.01 No person shall serve on any panel described in this Schedule where that person:
- (a) has, either directly or indirectly, any personal or financial interest in the outcome of the Complaint;

- (b) is related by either blood or marriage to the Respondent or the Complainant or any officer, director, shareholder, partner or employee of either the Respondent or the Complainant; or
- (c) there is any other reasonable basis for an apprehension of bias.

SECTION 6 - Jurisdictional Review

- 6.01 Where the Panel Secretary receives a written Complaint, or if TREB has a self-initiated Complaint alleging a breach or misconduct by a Member, such Complaint shall first be forwarded to the attention of the Chief Executive Officer. The Chief Executive Officer or his delegate under the supervision of the Chair, shall review the Complaint for timeliness and jurisdiction.
- 6.02 Complaints are to be made in writing within sixty (60) days of the alleged occurrence or conduct giving rise to the Complaint. The Chief Executive Officer or his delegate, under the supervision of the Chair, may decide that no further action should be taken in respect of any Complaint where the occurrence or conduct giving rise to the Complaint occurred more than sixty (60) days before the written Complaint was received by TREB, or where the conduct complained of has been rectified to the satisfaction of the Chief Executive Officer or his delegate, under the supervision of the Chair.
- 6.03 The Chief Executive Officer or his delegate, as the case may be, under the supervision of the Chair shall determine the issue of jurisdiction with respect to the matter complained of and decide whether:
- (a) the Complaint will be dealt with in its entirety in accordance with this Schedule;
 - (b) the Complaint will be returned to the Complainant for referral to RECO;
 - (c) the Complaint will be dealt with in part in accordance with this Schedule and in part returned to the Complainant for referral to RECO; or
 - (d) no further action will be taken with respect to the Complaint.
- 6.04 The Chief Executive Officer or his delegate, as the case may be, under the supervision of the Chair, shall, in his or its sole and absolute discretion, make the decision required by Section 6.03 based upon a review of the Complaint, a comparison of the RECO Code, the CREA Code of Ethics and Standards of Business Practice, the MLS® Rules and Policies, and a review of this By-Law. Such decision shall be final and not subject to review or appeal. Whenever the Complaint appears to involve conduct which may be a breach of the RECO Code, even if such conduct is alleged to have occurred more than sixty (60) days before the Complaint was received by TREB, it shall be returned to the Complainant for referral to RECO.
- 6.05 Once the decision required by Section 6.03 has been made, the Complainant, except where the Complainant is TREB, shall be so advised if it is determined that all or a portion of the Complaint should be dealt with in accordance with this Schedule. The Complainant shall not be further notified of the status or outcome of the review of the Complaint, except in accordance with Section 18.03 of this Schedule.

Schedule "D"
Professional Standards

- 6.06 Where RECO has assumed jurisdiction over a Complaint or any portion of a Complaint, the Committee, Professional Standards Review Roster, the Professional Standards Hearing Roster and the Professional Standards Hearing Appeal Roster shall have no further jurisdiction to deal with that matter. The Committee, the Professional Standards Review Roster, the Professional Standards Hearing Roster and the Professional Standards Hearing Appeal Roster shall continue to have jurisdiction over any Complaint or portion of Complaint not so referred to RECO.
- 6.07 If RECO requests in writing that TREB defer or suspend its professional standards review process, TREB will do so. In such case the Complainant and Respondent shall be so advised within fourteen (14) days of receipt of such an order and any materials gathered in connection with the professional standards review of the Complaint shall be forwarded to RECO upon an order in writing from RECO. Having acted upon such an order by RECO, and while RECO is dealing with the matter, TREB shall have no further jurisdiction to deal with the Complaint.

SECTION 7 - TREB Complaint Review

- 7.01 Where a decision has been made pursuant to Section 6.03 that all or a portion of a Complaint should be dealt with in accordance with this Schedule, the Chief Executive Officer or his delegate, under the supervision of the Chair, shall determine in its sole and absolute discretion whether to:
- (a) take no further action in respect of the Complaint;
 - (b) appoint a Researcher to research the Complaint in accordance with Section 8 of this Schedule and, where the Researcher prepares a written report under Section 8.05 of this Schedule, either because (i) the Respondent has failed to rectify the Complaint in accordance with Section 8.03 of this Schedule; or (ii) the Researcher has determined the Complaint is not capable of rectification, prepare an Allegation Statement, attaching the Researcher's report, and proceed in accordance with Section 9 of this Schedule; or
 - (c) prepare an Allegation Statement and proceed in accordance with Section 9 of this Schedule.

The decision of the Chief Executive Officer under this Section shall not be subject to review or appeal under this By-Law or to a court of competent jurisdiction.

SECTION 8 - Powers and Responsibilities of Researcher

- 8.01 Any Researcher appointed to research a Complaint shall have the power to require any Member to produce, and the Member shall produce, all records, documents and writings or other things within the possession or control of the Member that may be required as part of the research and to answer any question related thereto, subject to proper objection.
- 8.02 Where a Member improperly fails or refuses to produce the documents and records requested by the Researcher, such failure or refusal shall be considered a breach of this By-Law and shall be dealt with by the Professional Standards Review Panel in accordance with the provisions of this Schedule.
- 8.03 Upon completion of the research of the Complaint, and if the Researcher under the supervision of the Chair has determined the Complaint is capable of rectification, the Researcher shall

Schedule "D"
Professional Standards

contact the Respondent and provide the Member with two (2) days, or such longer period as the Researcher may determine reasonable or necessary in the circumstances, to rectify the Complaint.

- 8.04 Where the Complaint is rectified by the Respondent within the time required in Section 8.03, then no further action will be taken by the Committee, the Professional Standards Review Roster, the Professional Standards Review Panel, the Professional Standards Hearing Roster or the Professional Standards Hearing Appeal Roster in respect of the Complaint. No such decision shall be subject to review or appeal under this By-Law or to a court of competent jurisdiction.
- 8.05 Where the Respondent fails to rectify the Complaint in accordance with Section 8.03 or where the Researcher under the supervision of the Chair has determined the matter is not capable of rectification, the Researcher shall prepare and file a written report of his findings under Section 8.06.
- 8.06 The Researcher's written report of the Complaint shall be filed with the Panel Secretary and attached thereto shall be copies of all records, documents or writings obtained in the course of the research. Unless otherwise authorized by this By-Law, the report is confidential and shall only be available to Members participating in the review of such Complaint.

SECTION 9 - Allegation Statement and Response

Where a Researcher has been appointed and has prepared a report pursuant to Subsection 7.01(b), an Allegation Statement must be prepared, or where the Chief Executive Officer has decided to prepare an Allegation Statement in accordance with Subsection 7.01(c), the following applies.

- 9.01 The Allegation Statement shall set out in writing the specific misconduct or omission which the Respondent is alleged to have done or failed to do, specifying the particular Section of the By-Law, MLS Rules and Policies, or the particular paragraph of the CREA Code of Ethics or Article of the Standards of Business Practice which the Respondent is alleged to have violated or with which the Respondent has not complied.
- 9.02 In a written notice or letter, the Panel Secretary shall forward to the Respondent a copy of the Allegation Statement and the Researcher's Report, if any. The Respondent shall have fourteen (14) days from the date of the notice or letter in which to file a Response with the Panel Secretary.
- 9.03 The Response shall:
- (a) be in writing, addressed and delivered to the Panel Secretary;
 - (b) contain a brief and concise statement of the position of the Respondent with respect to the Complaint and the reasons therefore; and
 - (c) have attached to it such records, documents and other writings as are in the Respondent's possession and upon which the Respondent intends to rely, and such documents, records and other writings shall be deemed to become part of the Response.

Schedule "D"
Professional Standards

- 9.04 The Allegation Statement, attaching the Researcher's report, if any, and Response, if any, shall be forwarded to the Professional Standards Review Panel appointed by the Chair to review the Complaint described in the Allegation Statement.

SECTION 10 - Professional Standards Review Panel Complaint Review

- 10.01 Where an Allegation Statement has been sent to the Respondent in accordance with Sections 7 and 9, a Professional Standards Review Panel shall be appointed consisting of a chair and three (3) other persons chosen in accordance with Section 4.02. This Professional Standards Review Panel shall conduct a review of the Allegation Statement, the Researcher's report, if any, and the Response, if any, and shall determine in its sole and absolute discretion whether to:
- (a) find that the Respondent has not engaged in the conduct set out in the Allegation Statement and no further action should be taken;
 - (b) determine a Special Administrative Fee should be levied in accordance with Section 11;
 - (c) require the Respondent to take such corrective action as may be determined by the Professional Standards Review Panel to rectify the conduct that gave rise to the Allegation Statement and was the subject matter of the Complaint. Confirmation that the corrective action has been completed and/or the conduct has been rectified in accordance with the decision made by the Professional Standards Review Panel shall be delivered by the Respondent to the Panel Secretary within thirty (30) days of the decision being issued or within a longer period of time as the Professional Standards Review Panel may prescribe;
 - (d) impose both (b) and (c);
 - (e) issue a warning letter (a "**Reprimand**") to the Respondent warning the Respondent against a repeat occurrence of the conduct that gave rise to the Allegation Statement;
 - (f) proceed to a Professional Standards Hearing; or
 - (g) failing compliance with any of (b), (c) or (d), proceed to a Professional Standards Hearing.
- 10.02 In the event that the Allegation Statement is reviewed by a Professional Standards Review Panel consisting of three (3) panel members, the Professional Standards Review Panel Chair shall be entitled to vote in determining the appropriate decision under Section 10.01 above. However, in the event that the Allegation Statement is reviewed by a Professional Standards Review Panel of four (4) panel members, the Professional Standards Review Panel Chair shall not be entitled to vote. The decision of the Professional Standards Review Panel shall be determined by a majority of the votes cast by the panel members entitled to vote. No such decision shall be subject to review or appeal under this By-Law or to a court.
- 10.03 In determining which of the options under Section 10.02 above is appropriate, the Professional Standards Review Panel may take into account any prior findings occurring within a period of two (2) years of violation for any breaches of this By-Law, the CREA Code of Ethics and Standards of Business Practice or Rules and Guidelines of TREB. The Respondent shall be advised by the Panel Secretary of such decision in writing.

SECTION 11 - Special Administrative Fee

- 11.01 The Committee shall recommend for approval by the Board of Directors from time to time the provisions of this By-Law, the CREA Code of Ethics and Standards of Business Practice, the MLS® Rules and Policies or other rule, regulation or policy of TREB to which a Special Administrative Fee may apply. The amount of the Special Administrative Fee shall be set from time to time and reviewed not less than annually by the Board of Directors.
- 11.02 Where the Respondent has been notified that a Special Administrative Fee is applicable pursuant to Section 10, the Respondent may choose to pay the Special Administrative Fee. If the Respondent chooses to pay the Special Administrative Fee, payment of the fee must be received by TREB in full within fourteen (14) days of the mailing of the notice of the decision of the Professional Standards Review Panel under Section 10 or within such further time as the Professional Standards Review Panel may allow.
- 11.03 Where the Respondent has been notified of the application of a Special Administrative Fee, and pays the applicable fee in accordance with Subsection 11.02, a violation shall be recorded in respect of the Complaint and the matter shall not be referred to the Professional Standards Hearing Roster nor shall it form the basis of the subject of a Professional Standards Hearing or an Appeal as set out in this Schedule.
- 11.04 Where the Respondent has been notified that both corrective action and a Special Administrative Fee are applicable pursuant to Section 10, the Respondent must rectify the Complaint and pay the Special Administration Fee in accordance with Subsection 11.02. Otherwise, the matter will be referred to the Professional Standards Hearing Roster.

SECTION 12 - Composition of Professional Standards Hearing Roster

- 12.01 The Committee shall appoint a Professional Standards Hearing Roster. The Professional Standards Hearing Roster shall consist of not less than twenty-five (25) Members of TREB and consist of Brokerages, Brokers and Salespersons, none of whom shall be members of any of the Arbitration Roster, the Professional Standards Review Roster or the Professional Standards Hearing Appeal Roster and all of whom shall have been members of TREB for at least three (3) years. Members of the Professional Standards Hearing Roster shall hold office for staggered rotating terms of two (2) years or their successors have been appointed or until their tenure of office shall have otherwise been terminated in accordance with this By-Law.

SECTION 13 - Jurisdiction of the Professional Standards Hearing Roster

- 13.01 The Professional Standards Hearing Roster shall:
- (a) upon referral of a matter by the Professional Standards Review Panel, hold a hearing in accordance with this Schedule to determine if the Respondent has engaged in the conduct as set out in the Allegation Statement; and
 - (b) upon determining that the Respondent has engaged in conduct set out in the Allegation Statement, impose such penalties against the Respondent as are hereinafter provided.

SECTION 14 - Composition of Professional Standards Hearing Panel and Other Procedural Matters

- 14.01 Where a Professional Standards Hearing is required, the Chair shall appoint a Professional Standards Hearing Panel consisting of four (4) members of the Professional Standards Hearing Roster, one of whom shall be appointed as the Professional Standards Hearing Panel Chair. Quorum for a Professional Standards Hearing Panel shall be three (3) members of the Professional Standards Hearing Panel present including the Professional Standards Hearing Panel Chair. Wherever possible, the Chair shall select members of the Professional Standards Hearing Panel from the same membership category and professional area of practice as that of the Respondent. Where the Complaint is against a Member that is a Brokerage, Chair shall, wherever possible, select only Members which are Brokerages as Members of the Professional Standards Hearing Committee.
- 14.02 The Panel Secretary shall determine a date for the Professional Standards Hearing and notify the Parties, in writing, of the date set for the Professional Standards Hearing. Such hearing shall be conducted on an anonymous basis upon the initiative of TREB and without involvement of the Complainant except as the Case Presenter may require as a witness. Such notice shall be forwarded to the Parties at least twenty-one (21) days prior to the date of the Professional Standards Hearing.
- 14.03 At the Professional Standards Hearing, a Case Presenter shall present the facts which support the Complaint on behalf of TREB as described in the Allegation Statement and the Parties may be represented by legal counsel or a Member of TREB, provided that the Respondent may not be represented by a Member who is a Member of the Professional Standards Review Roster, Professional Standards Review Panel, the Professional Standards Hearing Roster, the Professional Standards Hearing Panel, the Professional Standards Hearing Appeal Roster or the Professional Standards Hearing Appeal Panel, or a Member of the Board of Directors unless that Member is a member of the same Brokerage as the Respondent; and further provided that if either party is to be represented by legal counsel, the Panel Secretary shall be notified in writing. Such notice is to be received by the Panel Secretary at least fourteen (14) days before the date set for the Professional Standards Hearing. The Professional Standards Hearing Panel may retain legal counsel to sit at the Professional Standards Hearing and advise the Professional Standards Hearing Panel on any and all matters of law or procedure, but such legal counsel shall not take part in any deliberation or decision of the Professional Standards Hearing Panel.
- 14.04 On the date set for the Professional Standards Hearing, the Professional Standards Hearing Panel shall proceed to hear and determine the matters contained in the Allegation Statement, and the failure of the Respondent to attend the Professional Standards Hearing shall not prevent the Professional Standards Hearing Panel from proceeding to make a determination.
- 14.05 The Professional Standards Hearing Panel may:
- (a) adjourn any Professional Standards Hearing from time to time as set out in Section 15 below;
 - (b) proceed in such manner as it deems appropriate and without being bound by the rules of evidence or legal rules, provided that it shall consider the best evidence available;
 - (c) receive evidence under oath or by affirmation, or otherwise;

Schedule "D"
Professional Standards

- (d) use any acceptable method of recording the Professional Standards Hearing, including but not limited to audio or video tape, recording secretary or stenographer.
- 14.06 The Respondent shall be entitled to submit documentary evidence to the Professional Standards Hearing Panel. Copies of all documents may be submitted with the Response, but the Respondent shall bring originals of all documents to the Professional Standards Hearing and be prepared to produce same for inspection if so requested by the Professional Standards Hearing Panel.
- 14.07 A document or written statement or an audio or visual record must have been submitted to the Professional Standards Hearing Panel at least fourteen (14) days before the date of the Professional Standards Hearing to be received in evidence, unless the Professional Standards Hearing Panel Chair, in its sole and absolute discretion, determines otherwise.
- 14.08 The Case Presenter and the Respondent 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 TREB.
- 14.09 Where the Case Presenter or Respondent intends to call one or more witnesses at the Professional Standards Hearing, it shall so notify, in writing, the Panel Secretary, who shall in turn notify the other party to the proceeding. Such notice is to be received by the Panel Secretary at least fourteen (14) days prior to the date of the Professional Standards Hearing, unless the Professional Standards Hearing Panel Chair determines otherwise at the Professional Standards Hearing, and the notice shall contain the full legal name, address and telephone number of the witness.
- 14.10 If the Respondent is found in violation, the Professional Standards Hearing Panel shall determine an appropriate penalty pursuant to the provisions of Section 17.01(b). In doing so, the Professional Standards Hearing Panel may take into account any prior findings occurring within a period of two (2) years of violation for any breaches of this By-Law, the CREA Code of Ethics and Standards of Business Practice or Rules and Guidelines of TREB. The Respondent shall be advised by the Panel Secretary of such decision in writing.

SECTION 15 - Postponements and Adjournments

- 15.01 Postponements and adjournments of the Professional Standards Hearing will not be routinely granted. In determining whether to adjourn the Professional Standards Hearing, the Professional Standards Hearing Panel Chair or the Appeal Panel Chair, as applicable, may consider relevant factors, including:
 - (a) the reason for the request and any relevant documentation in support thereof provided within fourteen (14) days following the receipt of the notice setting out the date of the hearing or Appeal;
 - (b) the consent of the other Party;
 - (c) previous delays incurred, including the number and length of previous adjournments or postponements; and
 - (d) the Parties' consent to conditions which might be imposed if the adjournment or postponement is granted.

Schedule "D"
Professional Standards

- 15.02 In granting the adjournment or postponement, the Professional Standards Hearing Panel Chair or the Appeal Panel Chair, as applicable, may impose such conditions as it considers appropriate, including an imposition of costs against the Party requesting the adjournment or postponement, to a maximum amount of \$500.00, which maximum may be established from time to time by the Board of Directors.

SECTION 16 - Decision of the Professional Standards Hearing Panel

- 16.01 In the event that the Complaint is heard by a Professional Standards Hearing Panel consisting of three (3) panel members, the Professional Standards Hearing Panel Chair shall be entitled to vote in determining the decision of the Professional Standards Hearing Panel. However, in the event that the Complaint is heard by a Professional Standards Hearing Panel of four (4) panel members, the Professional Standards Hearing Panel Chair shall not be entitled to vote. The decision of the Professional Standards Hearing Panel shall be determined by a majority of the votes cast by the panel members entitled to vote. The decision of the Professional Standards Hearing Panel shall:

- (a) be in writing and shall contain the reasons for the decision;
- (b) be signed by the Professional Standards Hearing Panel Chair; and
- (c) specify, if any, the penalty imposed.

SECTION 17 - Decision and Penalties

- 17.01 The Professional Standards Hearing Panel in its decision may:

- (a) find that the Respondent has not engaged in the conduct set out in the Allegation Statement;
- (b) upon finding that the Respondent has engaged in the conduct set out in the Allegation Statement, impose on the Respondent one or more of the following penalties:
 - (i) a reprimand;
 - (ii) recommend to the Board of Directors a suspension of TREB membership privileges as defined by the Professional Standards Hearing Panel in its decision for such period as the Professional Standards Hearing Panel deems appropriate;
 - (iii) a fine of not less than one hundred dollars (\$100.00) and not more than ten thousand dollars (\$10,000.00), as such amounts may be amended from time to time by the Board of Directors;
 - (iv) require the Respondent to pay to TREB the costs of the Professional Standards Hearing as incurred by TREB;
 - (v) direct the Respondent (or in the case of a Member that is a Brokerage, its Broker of Record) to attend and successfully complete a specified educational course from an accredited institution as stipulated by TREB, provided that confirmation

Schedule "D"
Professional Standards

of such successful completion is delivered to the Panel Secretary within ninety (90) days of the decision being issued;

- (vi) recommend to the Board of Directors expulsion from membership in TREB; and/or
- (vii) require the Respondent to take such corrective action as may be determined by the Professional Standards Hearing Panel to rectify the conduct that gave rise to the Allegation Statement and was the subject matter of the hearing before the Professional Standards Hearing Panel. Confirmation that the corrective action has been completed and/or the conduct has been rectified in accordance with the decision made by the Professional Standards Hearing Panel shall be delivered by the Respondent to the Panel Secretary within thirty (30) days of the decision being issued or within a longer period of time as the Professional Standards Hearing Panel may prescribe.

17.02 Recognizing that the facts presented in connection with each Complaint are almost always unique, under no circumstances shall the Professional Standards Hearing Panel's decision in any given case set a precedent and no decision shall be cited in connection with any future Complaint. Each Complaint shall be decided upon its merits and upon the circumstances attendant thereto.

SECTION 18 - Notice of Decision

- 18.01 A copy of the Professional Standards Hearing Panel decision shall immediately be given to the Panel Secretary who shall forward a copy to the Parties to the Professional Standards Hearing within twenty-one (21) days of receipt of same.
- 18.02 Where an Appeal is not filed as hereinafter set out, the decision of the Professional Standards Hearing Panel may be communicated to all Members of TREB, without revealing the name or any other information which may reveal the identity of the Respondent except in the case of expulsion from or suspension of membership, in which case TREB may note in its communications to its Members that the Respondent has been expelled or suspended from membership for a certain period of time.
- 18.03 Provided the Complainant has requested in writing that TREB advise such Complainant of the outcome of the review of the Complaint, TREB shall do so only after the applicable appeal periods have expired without an Appeal being commenced, when appeal rights have been extinguished, or when the applicable Appeals have either been completed or discontinued.

SECTION 19 - Effective Date of Decision

- 19.01 Subject to the Appeal provisions set out in the remainder of this Schedule, the decision of the Professional Standards 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 provided in the decision.

SECTION 20 - Professional Standards Hearing Panel Decision Compliance Date

Schedule "D"
Professional Standards

- 20.01 For the purpose of this Schedule, the "Professional Standards Hearing Panel Decision Compliance Date" for each Professional Standards Hearing shall be determined as follows:
- (a) If no Appeal is commenced in accordance with the terms of this Schedule, or if an Appeal is commenced but the Respondent discontinues the Appeal or resigns membership in TREB or ceases to be a Member for any reason, the Professional Standards Hearing Panel Decision Compliance Date is the date that is the earlier of:
 - (i) the date upon which the penalty is to be paid or performed according to the decision of the Professional Standards Hearing Panel; or
 - (ii) if the Professional Standards Hearing Panel does not set a specific date for the payment or performance of the penalty in its decision, fourteen (14) days from the date upon which the Professional Standards Hearing Panel decision is delivered to the Respondent.
 - (b) If an Appeal is commenced and continued in accordance with the terms of this Schedule, the Professional Standards Hearing Panel Decision Compliance Date is the date that is the earlier of:
 - (i) the date upon which the penalty is to be paid or performed according to the Appeal Decision (which may be an amendment or confirmation of the date for penalty set by the Professional Standards Hearing Panel or a new date set by the Appeal Panel); or
 - (ii) if the Appeal Panel does not set a specific date for the payment or performance of the penalty in its decision, fourteen (14) days from the date upon which such Appeal Decision is delivered to the Respondent.

SECTION 21 - Appeal of Professional Standards Hearing Panel Decision

- 21.01 An Appeal of the decision of the Professional Standards Hearing Panel may be filed by the Respondent within fourteen (14) days from the date the Professional Standards Hearing Panel decision is mailed to the Respondent. The Appeal is to be in writing and addressed to the Chair and delivered to the Panel Secretary.
- 21.02 The Appeal may be from a finding that the Respondent (the "Appellant") engaged in the conduct set out in the Allegation Statement or from the penalty imposed, or both.
- 21.03 The Appeal shall be accompanied by a filing fee of \$250.00 plus applicable taxes, in cash or by cheque, as set and approved by the Board of Directors from time to time and published by TREB on its web pages. Upon the disposition of the Appeal, the filing fee shall be returned to the Appellant where the appeal is granted in whole.
- 21.04 The Appeal shall contain a concise statement of the grounds for Appeal (the "Appellant's Statement").
- 21.05 The Appeal shall not be processed, dealt with or heard if the Appellant's Statement is not filed within the fourteen (14) day period as set out in Section 21.01 hereof, if the filing fee is not delivered within the same fourteen (14) day period, or if the Appellant does not pay to TREB the

costs of the transcript or other summary of the evidence of the proceedings of the Professional Standards Hearing Panel.

SECTION 22 - Composition Of Professional Standards Hearing Appeal Roster

22.01 The Committee shall appoint a Professional Standards Hearing Appeal Roster. The Professional Standards Hearing Appeal Roster shall consist of not less than fifteen (15) Members of TREB composed of Members which are Brokerages, Brokers and Salespersons, none of whom shall be members of either the Arbitration Roster, the Professional Standards Review Roster or Professional Standards Hearing Roster and all of whom have been Members of TREB for at least three (3) years. Members of the Professional Standards Hearing Appeal Roster shall hold office for staggered rotating terms of two (2) years or until their successors have been appointed or until their tenure of office shall have otherwise been terminated in accordance with this By-Law.

SECTION 23 - Composition of Appeal Panel

23.01 Where an Appeal has been filed, the Chair shall appoint an Appeal Panel. The Appeal Panel shall consist of four (4) members of the Professional Standards Hearing Appeal Roster, one of whom shall be appointed as the Appeal Panel Chair. Quorum for the conduct of an Appeal Hearing shall be three (3) members of the Appeal Panel present, including the Appeal Panel Chair. Wherever possible, the Chair shall select members of the Appeal Panel from the same membership category and professional area of practice as that of the Appellant.

SECTION 24 - Record of The Professional Standards Hearing

- 24.01 For the purposes of this Schedule, the record of the Professional Standards Hearing shall include the following:
- (a) the written Allegation Statement;
 - (b) the written Response, if any;
 - (c) the Researcher's report, if any;
 - (d) all notices sent to the parties in connection with the Professional Standards Hearing;
 - (e) any transcript or other summary of the evidence of the proceedings of the Professional Standards Hearing Panel;
 - (f) all exhibits entered into evidence at the Professional Standards Hearing; and/or
 - (g) the decision of the Professional Standards Hearing Panel.

SECTION 25 - Appeal

25.01 The Panel Secretary shall determine a date for the Appeal and shall notify the Appellant in writing of the time and place set for the Appeal. Such notice shall be forwarded to the Appellant at least twenty-one (21) days prior to the date of the Appeal.

Schedule "D"
Professional Standards

- 25.02 No new evidence shall be called at the Appeal, unless such new evidence was not available at the first instance, since the Appeal is to be decided solely upon the evidence as contained in the record of the Professional Standards Hearing as described in Section 24 of this Schedule.
- 25.03 Where the Appellant fails to appear at the Appeal, the Appeal shall be dismissed and, subject to the discretion of the Chair or the Board of Directors to order a new Appeal, there shall be no further rights to Appeal pursuant to this Schedule.
- 25.04 At the Appeal Hearing, the Appellant may be represented by legal counsel or a member of TREB, provided that the Appellant may not be represented by a Member who is a Member of the Arbitration Roster, the Professional Standards Review Roster, the Professional Standards Hearing Roster, or the Professional Standards Hearing Appeal Roster or a member of the Board of Directors, unless that Member is a Member of the same Brokerage as the Appellant and further provided that if either Party is to be represented by legal counsel they shall so notify, in writing, the Panel Secretary. Such notice is to be received by the Panel Secretary at least fourteen (14) days before the date set for the Appeal. The Appeal Panel may retain legal counsel to sit at the Appeal and advise the Appeal Panel on any and all matters of law or procedure, but such legal counsel shall not take part in any deliberation or decision of the Appeal Panel.

SECTION 26 - Disposition of Appeal

- 26.01 The Appeal Panel by its decision may:
- (a) dismiss the Appeal;
 - (b) overturn the decision of the Professional Standards Hearing Panel;
 - (c) amend the decision of the Professional Standards Hearing Panel as the Appeal Panel deems appropriate;
 - (d) remit the matter back to the Professional Standards Hearing Roster for a new Professional Standards Hearing, in whole or in part, and by a differently constituted Professional Standards Hearing Panel; and/or
 - (e) impose any of the penalties as set out in Section 17.01 of this Schedule.

SECTION 27 - Appeal Decision

- 27.01 In the event that the Appeal is heard by an Appeal Panel consisting of three (3) panel members, the Appeal Panel Chair shall be entitled to vote in determining the Appeal Decision. However, in the event that the Appeal is heard by an Appeal Panel of four (4) panel members, the Appeal Panel Chair shall not be entitled to vote. The Appeal Decision shall be decided by a majority of the votes cast by the panel members entitled to vote. The Appeal Decision shall:
- (a) be in writing and shall contain reasons for the decision;
 - (b) be signed by the Appeal Panel Chair; and
 - (c) set out the disposition of the Appeal.

27.02 The Appeal Decision shall be final and binding.

SECTION 28 - Notification of Decision

28.01 A copy of the Appeal Decision shall be delivered to the Appellant by the Panel Secretary within twenty-one (21) days of receipt of the decision by the Panel Secretary.

28.02 The Appeal Decision may be communicated to all members of TREB, without revealing the name or any other information which may reveal the identity of the Appellant except in the case of expulsion from or suspension of membership. In which case TREB may note in its communications to its Members, that the Appellant has been expelled or suspended from membership for a certain period of time.

28.03 The Complainant may be notified of the outcome of the review of the Complaint, but only in accordance with Section 18.03 of this Schedule.

SECTION 29 - Failure to Comply

29.01 If the Respondent fails to comply with a Professional Standards Hearing Panel decision or the Appeal Decision by the Professional Standards Hearing Panel Decision Compliance Date, the Board of Directors may, at any subsequent meeting of the Board of Directors and without further proceedings, expel the Respondent from membership in TREB or suspend the Respondent's membership in TREB for such period as the Board of Directors may in its sole discretion determine. The Panel Secretary shall advise CREA and OREA of such termination or suspension of membership within fourteen (14) days of such termination or suspension.

SECTION 30 - Confidentiality of Documents

30.01 All files, documents, correspondence, reports and records pertaining to a Complaint to and/or investigation by the Professional Standards Review Panel shall be in the custody, care and control of the Panel Secretary on behalf of the Professional Standards Review Panel and shall be considered confidential and not subject to access by any persons except that those files, documents, correspondence, reports and records may be disclosed by the Professional Standards Review Panel in relation to a Professional Standards Hearing and subsequent Appeal, if any, or if requested by RECO, or as otherwise may be required by this By-Law.

30.02 The Panel Secretary shall cause all documents, files, correspondence, reports and records that have been introduced as evidence at a Professional Standards Hearing, to be kept in the custody of the Professional Standards Hearing Panel until any Appeal from a decision of the Professional Standards Hearing Panel has been disposed of. All evidence, tapes and records pertaining to a Professional Standards Hearing or a subsequent Appeal shall be in the custody, care and control of the Panel Secretary on behalf of the Professional Standards Hearing Roster 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 Professional Standards Hearing and subsequent Appeals, if any, or if requested by RECO, or as otherwise may be required by this By-Law.

SECTION 31 - No Action in Law or in Equity

Schedule "D"
Professional Standards

- 31.01 No action or proceeding, either at law or in equity, shall be brought by any Member of TREB against any other Member or any servant or agent of TREB, acting in good faith, for, or by reason of, any act, matter or thing done or omitted to be done in pursuance, or purporting to be in pursuance, of this Schedule.

**FORM "A"
NOTICE OF APPEAL**

(For the Purposes of Appeals Described in Schedule "C")

BETWEEN:

(APPELLANT)

- and -

(APPEAL RESPONDENT)

1. The Appellant hereby Appeals the Award of the Arbitrators of the _____ Real Estate Board or Association dated the _____ day of _____, 201__.
2. The Hearing Chair was _____
3. The address of the Appellant is _____
4. The address of the Appeal Respondent is _____
5. The Appellant is a Member of the following Real Estate Board(s) or Association(s):

6. The Appellant Appeals the award for the following reasons:

Note: If more space is required, attach additional sheets. According to Schedule "C", Sections 24, 25 and 27, the Record of the Arbitration hearing, this Notice of Appeal, and the Appeal Respondent's Reply will be the only documents submitted to the OREA Appeal Panel. Please ensure that your reasons for Appeal are complete and detailed. Please see Schedule "C", Section 23.02 which sets out the grounds for Appeal.

DATED this _____ day of _____, 201__.

[Brokerage Name]

Per: _____

Signature

FORM "B"
TREB ELECTRONIC BALLOT

Voting Instructions

1. (a) Mark an X in the box beside the Candidate(s) you wish to vote for in each of the Sections.
- (b) If you are not voting for the full number of candidates for whom you are eligible to vote, as indicated in Section for each vote, you must mark an X in the box indicating that you are declining to vote the maximum number of candidates for whom you are eligible to vote.
2. Your entire ballot will be rejected if, in any Section, both of the following apply:
 - (a) You have not voted for the full number of candidates that you are entitled to vote for in that Section; and
 - (b) You have not completed the box indicating that you are declining to vote the maximum number of candidates for whom you are eligible to vote.

Date Ballot Completed: _____ **[Date must be inserted]** (dd/mm/yy)

For use at Annual Meeting to be held on: _____ (the "Specified Annual Meeting")
[Date to be inserted by TREB]

The Member submitting this electronic ballot hereby exclusively appoints the Chief Returning Officer of TREB for the Specified Annual Meeting as his/her proxy to submit **[the votes for the candidates for the Board of Directors of TREB indicated below,]** and with the same powers to submit such votes as if the Member submitting this electronic ballot was present at the Specified Annual Meeting.

All Directors, other than ex officio Directors and the President Elect, shall hold office for two (2) years.

The Term for President Elect shall be for one (1) year.

All qualified Members may vote for all positions.

**President-Elect
(Vote for max. of (1) one)**

[Name of Candidate to be inserted, as appropriate]

[Name of Candidate to be inserted, as appropriate]

[Name of Candidate to be inserted, as appropriate]

I am declining to vote for any candidate.

**Director-at-Large
(Vote for max. of (2) two or (3) three (as appropriate))**

[Name of Candidate to be inserted, as appropriate]

[Name of Candidate to be inserted, as appropriate]

[Name of Candidate to be inserted, as appropriate]

I am declining to vote for the maximum number of candidates in this category.

**Regional Non-Brokerage Director
(Vote for max. of (1) one)**

[Name of Candidate to be inserted, as appropriate]

[Name of Candidate to be inserted, as appropriate]

[Name of Candidate to be inserted, as appropriate]

I am declining to vote for any candidate.

**Regional Brokerage Director
(Vote for max. of (1) one)**

[Name of Candidate to be inserted, as appropriate]

[Name of Candidate to be inserted, as appropriate]

[Name of Candidate to be inserted, as appropriate]

I am declining to vote for any candidate.

FORM "C"
THE TORONTO REAL ESTATE BOARD
ELECTION PROXY FORM

ALL FIELDS MUST BE COMPLETED FOR PROXY TO BE ACCEPTED

The undersigned Member of The Toronto Real Estate Board hereby appoints:

Last Name

Given Name

(Print name of Proxy Holder, i.e. Proxy Receiver. Name should correspond with name on photo identification to be presented by Proxy Receiver when voting).

As proxy, with power to attend, act and vote for and on behalf of the undersigned Member of TREB at the (insert year) Spring annual meeting of Members ONLY to be held on the (insert day, month, year) and adjournments thereof, in the same manner as the undersigned could do if personally present thereat. The undersigned hereby revokes all proxies previously given.

Special Instructions (if any): Are there any? YES NO

Dated at _____, this _____ day of _____, 201__

(Print Name of Member giving {signing} proxy)

(Personal 7 digit TREB Membership Number of Member giving the proxy)

(print Brokerage Name of Member giving proxy)

Member's Original Signature (no faxed signatures) – This is the proxy Giver

Proxies must be deposited with the Chief Returning Officer or designated representative at TREB, **no later than noon, (insert day, month, year).** (Article 5, Section 2.06) Please note that no person can hold more than one proxy at any one meeting. **In order to assist in the verification of proxies, those giving a proxy are requested to attach a photocopy of his/her TREB membership card showing his/her signature.**

Ballots cast by proxies containing voting instructions will be examined by the Chief Returning Officer's representative before acceptance of the ballot for compliance with the instructions.

**FORM "D"
ANNUAL MEETING
PROXY FORM**

ALL FIELDS MUST BE COMPLETED FOR PROXY TO BE ACCEPTED

The undersigned Member of The Toronto Real Estate Board hereby appoints:

Last Name	Given Name
-----------	------------

(print name of proxy holder, i.e. Proxy Receiver)

(Print name of Proxy Holder, i.e. Proxy Receiver. Name should correspond with name on photo identification to be presented by Proxy Receiver when voting).

as proxy, with power to attend, act and vote for and on behalf of the undersigned Member of TREB at **the Annual Meeting of Members only** to be held on the *(insert day, month, year)* and adjournments thereof, in the same manner as the undersigned could do if personally present thereat. The undersigned hereby revokes all proxies previously given.

Instructions (if any): Are there any? YES NO

Dated at _____, this _____ day of _____, 201__

(Print Name of Member giving {signing} proxy)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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(Personal 7 digit TREB Membership Number of Member giving the proxy)

(print Brokerage Name of Member giving proxy)

Member's Original Signature (no faxed signatures) – This is the Proxy Giver

Any Member may vote by proxy. Any Member wishing to vote by proxy must ensure that a properly completed proxy form is deposited with the Corporate Secretary at TREB, **no later than 12:00 noon, *(insert day, month, year)*** (Article 5, Section 2.06) **Please note that no person can hold more than one proxy at any one meeting.**

EXHIBIT

C

TORONTO REAL ESTATE BOARD
 ESTIMATED COST TO PROVIDE TORONTOMLS SERVICE
 February 25, 2015

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

EXHIBIT

F

MLS® LISTING # _____

FOR BOARD USE ONLY FOR A NEW LISTING OR TO BE COMPLETED FOR A RE-RUN.

Mandatory Field All Property Types Optional Field All Property Types

LOCATION

ASSESSMENT ROLL NUMBER (ARN)

PIN # _____ AREA _____

MUNICIPALITY

COMMUNITY *

*MANDATORY IF AVAILABLE

STREET NUMBER STREET NAME ABBREVIATION DIR APT/UNIT # POSTAL CODE

FRONTING ON (check 1 code) LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)

- East South
- North West

LOT FRONT * LOT DEPTH * LOT SIZE CODE * LOT IRREGULARITIES

_____ Feet Metres Acres _____

* MANDATORY EXCEPT FOR MOBILE/TRAILER

ACRES (check 1 code)

- Less than .49 Acres .50 - 1.99 Acres 2 - 4.99 Acres 5 - 9.99 Acres 10 - 24.99 Acres
- 25 - 49.99 Acres 50 - 99.99 Acres 100 + Acres

ZONING DIRECTION/MAIN CROSS STREETS MAP # MAP COL (NUMERIC) MAP ROW (ALPHA)

AMOUNTS/DATES

LIST PRICE TAXES TAX YEAR ASSESSMENT ASSESSMENT YR

_____ \$ _____ _____ _____

CONTRACT COMMENCEMENT EXPIRY DATE POSSESSION DATE HOLDOVER DAYS

M M D D Y Y Y Y M M D D Y Y Y Y _____

SELLER NAME

MORTGAGE COMMENTS (80 CHARACTERS)

EXTERIOR

<p>TYPE (check 1)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Attached/Row/Street Townhouse <input type="checkbox"/> Cottage <input type="checkbox"/> Detached <input type="checkbox"/> Detached with Common Elements <input type="checkbox"/> Duplex <input type="checkbox"/> Farm <input type="checkbox"/> Fourplex <input type="checkbox"/> Link <input type="checkbox"/> Mobile/Trailer 	<ul style="list-style-type: none"> <input type="checkbox"/> Multiplex <input type="checkbox"/> Other <input type="checkbox"/> Rural Residential <input type="checkbox"/> Semi-Detached <input type="checkbox"/> Store with Apt/Office <input type="checkbox"/> Triplex <input type="checkbox"/> Vacant Land <p>ADDITIONAL MONTHLY FEES*</p> <p>_____</p> <p><small>*Fees for Detached with Common Elements only</small></p>	<p>STYLE (check 1)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 1/2 Storey <input type="checkbox"/> 2 Storey <input type="checkbox"/> 2 1/2 Storey <input type="checkbox"/> 3 Storey <input type="checkbox"/> Backsplit 3 Level <input type="checkbox"/> Backsplit 4 Level <input type="checkbox"/> Backsplit 5 Level <input type="checkbox"/> Bungalow <input type="checkbox"/> Bungalow - Raised <input type="checkbox"/> Other 	<ul style="list-style-type: none"> <input type="checkbox"/> Sidesplit 3 Level <input type="checkbox"/> Sidesplit 4 Level <input type="checkbox"/> Sidesplit 5 Level <p>EXTERIOR (check up to 2)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Aluminum Siding <input type="checkbox"/> Board & Batten <input type="checkbox"/> Brick <input type="checkbox"/> Brick Front <input type="checkbox"/> Concrete <input type="checkbox"/> Insulbrick 	<ul style="list-style-type: none"> <input type="checkbox"/> Log <input type="checkbox"/> Metal/Steel Siding <input type="checkbox"/> Other <input type="checkbox"/> Shingle <input type="checkbox"/> Stone <input type="checkbox"/> Stucco (Plaster) <input type="checkbox"/> Vinyl Siding <input type="checkbox"/> Wood
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EXTERIOR (continued)

GARAGE TYPE (check 1)

- Attached
- Built-In
- Carport
- Detached
- None
- Other

GARAGE SPACES

DRIVE (check 1)

- Available
- Circular
- Front Yard (Legal)
- Lane
- Mutual
- None
- Other
- Private
- Private Double
- Right-of-Way

PARKING SPACES

POOL (check 1)

- Above Ground
- Indoor
- Inground
- None

WATER (check 1)

- Both
- Municipal
- None
- Other
- Well

SEWERS (check 1)

- Holding Tank
- None
- Other
- Septic
- Sewer

RETIREMENT COMMUNITY

- Yes No

PHYSICALLY HANDICAPPED-EQUIPPED

- Yes No

SPECIAL DESIGNATION

- (check up to 6)
- Accessibility
 - Expropriation
 - Heritage
 - Landlease
 - Other
 - Unknown

APPROXIMATE AGE

- (check 1)
- New
 - 0 - 5 Years
 - 6 - 15 Years
 - 16 - 30 Years
 - 31 - 50 Years
 - 51 - 99 Years
 - 100 + Years

APPROX SQUARE FOOTAGE

- (check 1)
- Less than 700
 - 700 - 1100
 - 1100 - 1500
 - 1500 - 2000
 - 2000 - 2500
 - 2500 - 3000
 - 3000 - 3500
 - 3500 - 5000
 - 5000 +

PROPERTY FEATURES/ AREA INFLUENCES

- (check up to 6)
- Arts Centre
 - Beach
 - Campground
 - Clear View
 - Cul de Sac/Dead End
 - Fenced Yard
 - Golf
 - Greenbelt/Conservation
 - Hospital
 - Island
 - Lake Access
 - Lake Backlot
 - Lake/Pond
 - Level
 - Library
 - Marina
 - Other
 - Park
 - Part Cleared
 - Place of Worship
 - Public Transit
 - Ravine
 - Rec./Commun.Centre
 - River/Stream
 - Rolling
 - School
 - Skiing
 - Sloping
 - Terraced
 - Tiled/Drainage
 - Waterfront
 - Wooded/Treed

OTHER STRUCTURES

- (check up to 2)
- Auxiliary Residences
 - Barn
 - Box Stall
 - Drive Shed
 - Garden Shed
 - Greenhouse
 - Indoor Arena
 - Kennel
 - Paddocks
 - Workshop

WATER SUPPLY TYPES

- (check 1)
- Bored Well
 - Cistern
 - Community Well
 - Drilled Well
 - Dug Well
 - Lake/River
 - Shared Well
 - Unknown

FARM/AGRICULTURE

- (check 1)
- Dairy
 - Fish
 - Hobby
 - Horse
 - Horticulture
 - Land & Buildings
 - Livestock
 - Mixed Use Farm
 - Other
 - Poultry
 - Produce
 - Tree

WATERFRONT*

- (check 1)
- Direct
 - Indirect
 - None

*MANDATORY: FARM, RURAL, RURAL RESIDENTIAL, VACANT LAND, PROPERTY TYPES
OPTIONAL; FOR ALL OTHERS

UTILITIES

CABLE T.V.* (check 1)

- Yes No
- Available

HYDRO* (check 1)

- Yes No
- Available

SEWERS* (check 1)

- Yes No
- Available

GAS (Natural)* (check 1)

- Yes No
- Available

MUNICIPAL WATER* (check 1)

- Yes No
- Available

TELEPHONE* (check 1)

- Yes No
- Available

*MANDATORY: FARM, RURAL, RURAL RESIDENTIAL, VACANT LAND, PROPERTY TYPES
OPTIONAL; FOR ALL OTHERS

INTERIOR

ROOMS

BEDROOMS

KITCHENS

WASHROOMS See Level Codes

-
-
-

FAMILY ROOM above grade

- Yes No

BASEMENT

- (check up to 2)
- Apartment
 - Crawl Space
 - Finished
 - Finished with Walk-Out
 - Full
 - Half
 - None
 - Other
 - Partial Basement
 - Partially Finished
 - Separate Entrance
 - Unfinished
 - Walk-Out
 - Walk-Up

FIREPLACE/STOVE (Operational)

- Yes No

HEAT SOURCE (check 1)

- Electric
- Gas
- Ground Source
- Oil
- Other
- Propane
- Solar
- Wood

HEAT TYPE (check 1)

- Baseboard
- Forced Air
- Heat Pump
- Other
- Radiant
- Water

AIR CONDITIONING (check 1)

- Central Air
- None
- Other
- Wall Unit
- Window Unit

UFFI (check 1)

- No
- Partially Removed
- Removed
- Yes

CENTRAL VACUUM

- Yes No

LAUNDRY LEVEL (check 1)

- Lower
- Main
- Upper

ELEVATOR/LIFT

- Yes No

ROOMS/DETAILS

LEVEL	ROOM	LENGTH metres	WIDTH metres	DESCRIPTION (up to 3 per room as per table)
Rm 1				
Rm 2				
Rm 3				
Rm 4				
Rm 5				
Rm 6				
Rm 7				
Rm 8				
Rm 9				
Rm 10				
Rm 11				
Rm 12				



REMARKS FOR CLIENTS (use up to 463 characters)

- 1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS.
- 2. Are published on the Internet.

Grid for client remarks.

EXTRAS (use up to 240 characters)

- 1. Appear in the Brokerage Full and Client Full Reports in TorontoMLS.
- 2. Are published on the Internet.

Grid for extras.

REMARKS FOR BROKERAGES (use up to 280 characters)

- 1. Appear in the Brokerage Full Report in TorontoMLS and not on the Client Reports.
- 2. Are not published on the Internet.
- 3. LIST ALL EQUIPMENT THAT IS RENTED, LEASED, OR LEASED TO OWN FOR THE PROPERTY INCLUDING THE DETAILS AND TERMS.

Grid for brokerages.

OTHER

LISTING BROKERAGE

Grid for listing brokerage.

OFFICE PHONE

Grid for office phone.

L.B. FAX NO.

Grid for L.B. fax no.

BROKER 1/SALESPERSON 1

Grid for broker 1.

BROKER 1/SALESPERSON 1 PHONE

Grid for broker 1 phone.

BROKER 2/SALESPERSON 2

Grid for broker 2.

BROKER 2/SALESPERSON 2 PHONE

Grid for broker 2 phone.

COMMISSION TO CO-OPERATING BROKERAGE

Grid for commission.

OPEN HOUSE DATE

M/M/D/Y/Y/Y

SPIS

Yes No

ENERGY CERTIFICATION

Yes No

CERTIFICATION LEVEL

Grid for certification level.

FROM

MM : SS

TO

MM : SS

GREEN PROPERTY INFORMATION STATEMENT

Yes No

PERMISSION TO ADVERTISE

Yes No

DISTRIBUTE TO INTERNET

Yes No

DISPLAY ADDRESS ON INTERNET

Yes No

OPEN HOUSE NOTES

Grid for open house notes.

APPOINTMENTS

Grid for appointments.

OCCUPANCY (check 1) Owner/Tenant Owner Partial Tenant Vacant

CONTACT AFTER EXPIRED Yes No

VIRTUAL TOUR URL (100 characters)

PHOTO OPTIONS

Use photo from photo library Upload your own photo(s) No photo for this listing

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE _____

DATE _____

SIGNATURE _____

DATE _____



ROOMS/DETAILS/DESCRIPTIONS - ALL RESIDENTIAL PROPERTY TYPES (Searchable)

LEVELS

Basement
 Flat (use with apartments)
 2nd
 3rd
 Ground
 In Between (1/2 level)
 Lower level
 (use with splits)
 Main (use with splits)
 Sub-basement
 (use with splits)
 Upper level
 (use with splits)

ROOMS

Bathroom
 Bedroom
 2nd Bedroom
 3rd Bedroom
 4th Bedroom
 5th Bedroom
 Breakfast
 Cold Room/Cantina
 Common Room
 Den
 Dining
 Exercise
 Family
 Foyer
 Furnace
 Games
 Great Room
 Kitchen
 Laundry
 Library
 Living
 Locker
 Loft
 Master Bedroom
 Media/Entertainment
 Nursery
 Office
 Other
 Pantry
 Playroom
 Powder Room
 Recreation Room
 Sitting
 Solarium
 Study
 Sun Room
 Tandem Room
 Utility
 Workshop

BARS

Dry Bar
 Wet Bar

BATHS

2 piece
 2 piece ensuite
 3 piece
 3 piece ensuite
 4 piece
 4 piece ensuite
 5 piece
 5 piece ensuite
 6 piece
 6 piece ensuite
 7 piece
 7 piece ensuite
 Bidet
 Ensuite
 Semi-ensuite (walk-thru)
 Separate Shower
 Soaker
 Step-Up
 Sunken
 Walk-in Bath
 Whirlpool

BUILT-INS

Appliances
 Bar
 Bookcase
 Built-in Speakers
 Closet
 Counter-top Stove
 Desk
 Dishwasher
 Fish Tank

CODES

B
 F
 2
 3
 G
 I
 L
 M
 S
 U

Fridge
 Microwave
 Oven
 Range
 Shelves
 Stove
 Vanity

CEILINGS

Acoustic
 Beamed
 Cathedral
 Coffered
 Dropped
 Illuminated
 Mirrored
 Moulded
 Plaster
 Skylight
 Stucco
 Tiled
 Vaulted

CLOSETS

Built-in
 Cedar
 Closet
 Closet Organizer
 Double
 His & Hers
 Large
 Linen
 Mirrored
 Walk-in
 Walk Through
 Wall-to-Wall

COUNTERS

Concrete Counter
 Corian Counter
 Custom Counter
 Glass Counter
 Granite Counter
 Moulded Counter
 Stainless Steel Counter
 Stone Counter

DOORS

Automatic Doors
 Colonial
 Double
 Dutch
 Folding
 French
 Glass Doors
 Louvered
 Pocket
 Saloon
 Side
 Sliding Doors
 Swing

FIREPLACE/STOVE

Acorn Stove
 Brick
 Closed
 Electric
 Fireplace
 Floor to Ceiling
 Franklin Stove
 Gas
 Imitation
 Insert
 Marble
 Pellet
 Roughed-in
 Stone
 Wall-to-Wall
 Wood Stove
 Zero Clearance

FLOORING

Bamboo Floor
 Broadloom
 Ceramic
 Concrete
 Cork Floor
 Cushion
 Granite
 Hardwood
 Heated Floor
 Laminate
 Limestone Flooring

Linoleum
 Marble
 Parquet
 Pegged
 Plank Floor
 Raised
 Slate Flooring
 Stone Floor
 Tile
 Tumbled Marble
 Wood

KITCHENS

Backsplash
 Breakfast Area
 Breakfast Bar
 Centre Island
 Country
 Custom Backsplash
 Eat-in
 Family Size
 Galley
 Greenhouse
 Hollywood
 Modern
 Pantry
 Renovated
 Stainless Steel Appliances
 Up-dated

LIGHTING

Fluorescent
 Halogen
 Hidden
 Indirect
 Pot
 Recessed
 Track
 Wall Sconce

OVERLOOKS

Backyard
 Dining room
 Family room
 Frontyard
 Garden
 Golf Course
 Greenbelt
 Living room
 Park
 Patio
 Pool
 Ravine
 Water

ROOM COMBINED WITH

Bedroom
 Den
 Dining Room
 Family Room
 Games Room
 Great Room
 Kitchen
 Laundry
 Library
 Living Room
 Master Bedroom
 Nursery
 Office
 Playroom
 Recreation Room
 Sitting Room
 Solarium
 Sun Room
 Workshop

ROOM STYLES

Circular
 Formal
 Irregular
 L-shaped
 Open Concept
 Raised
 Separate
 Sunken

SINKS

Bar
 Ceramic
 Concrete Sink
 Double
 Enamel
 Glass Sink

Marble
 Moulded
 Pedestal
 Porcelain
 Stainless Steel

STAIRS

Circular
 Circular Oak
 Curved
 Double
 Floating
 Metal Railing
 Oak Banister
 Open
 Scarlett O'Hara
 Spiral
 Staircase
 Stair Assist
 Suspended

VIEWS

North
 North East
 North West
 North South
 East
 East West
 South
 South East
 South West
 West

WALK-OUTS

Walk-Out
 to Balcony
 to Deck
 to Garage
 to Garden
 to Greenbelt
 to Patio
 to Pool
 to Porch
 to Ravine
 to Roof
 to Sundeck
 to Sunroom
 to Water
 to Yard

WINDOWS

Above Grade
 Bay
 Bow
 Casement
 Clerestory
 Glass Block
 Greenhouse
 Large Window
 Leaded Glass
 Picture
 Stained Glass
 Window

MISCELLANEOUS

Access to Garage
 Balcony
 Breezeway
 California Shutters
 Ceiling Fan
 Chair Rail
 Crown Moulding
 Elevator
 Enclosed
 Finished
 Hot Tub
 Intercom
 Juliette Balcony
 Mirrored Walls
 Murphy Bed
 Natural Finish
 Networked
 Panelled
 Partly Finished
 Pass Through
 Plate Rail
 Sauna
 Sump Pump
 Unfinished
 Wainscoting
 Walk-thru
 Walk-up
 Wood Trim

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 (use with splits)

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 Stove
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 Finished
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 Mirrored Walls
 Murphy Bed
 Natural Finish
 Networked
 Panelled
 Partly Finished
 Pass Through
 Plate Rail
 Sauna
 Sump Pump
 Unfinished
 Wainscoting
 Walk-thru
 Walk-up
 Wood Trim

SALE

FREEHOLD

MLS® DATA INFORMATION FORM

Form 290



DS000021

Listing Data Permission Fields

GREEN PROPERTY INFORMATION STATEMENT <input type="checkbox"/> Yes <input type="checkbox"/> No	PERMISSION TO ADVERTISE <input type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO INTERNET <input type="checkbox"/> Yes <input type="checkbox"/> No	DISPLAY ADDRESS ON INTERNET <input type="checkbox"/> Yes <input type="checkbox"/> No
OPEN HOUSE NOTES	APPOINTMENTS		

The following chart is designed to explain how these two fields work in combination if a Brokerage subscribed to these Internet sites:

VOW - Virtual Office Website

REALTOR.ca - REALTOR® Website

IDX - Internet Data Exchange

DDF™ - Data Distribution Facility

DLA - Data License Agreement

Combination Check		Your Listing
Distribute to Internet	Yes	Goes to: VOW, IDX, DLA, REALTOR.ca, DDF™
Permission to Advertise	Yes	
Distribute to Internet	Yes	Goes to: VOW, DLA, REALTOR.ca
Permission to Advertise	No	Will not go to: IDX, DDF™
Distribute to Internet	No	Will not go to: VOW, IDX, DLA, REALTOR.ca, DDF™
Permission to Advertise	Yes or No	

Important to note: With the exception of the circumstances in the chart above, if a Brokerage wishes to advertise another Brokerage's listing, it must have separate written permission from the Listing Brokerage's Broker of Record. If permission is not granted, the Brokerage advertising may be in violation of MLS® Rule R-430.

EXHIBIT

G

DATA INTEGRITY SERVICE (DIS) POLICY

The DIS Policy allows Members to help preserve the accuracy and integrity of the information on the MLS[®] System in a non-adversarial manner. The policy states that if there is a verifiable violation of the eleven (11) MLS[®] Rules contained within the DIS Policy, Members may submit a complaint by email to dis@trebnet.com or fax to 416-386-0281.

When a Member submits a complaint regarding MLS[®] Rules within the DIS Policy, the Member's information will remain confidential.

The DIS Policy pertains to the following MLS[®] Rules:

R-100

The MLS[®] Rules and Policies shall be interpreted in accordance with RECO Rules, the CREA Rules, and all applicable laws and regulatory requirements.

If any MLS[®] Rules or Policies or CREA Rules conflict with the RECO Rules or any applicable laws or regulatory requirements, the conflicting MLS[®] Rules or Policies or CREA Rules will be considered inoperative to the extent of such conflict.

CREA Rule 17.1.1.3:

When there is no commission offered to the Co-operating Brokerage

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

R-105

When the MLS[®] Listing contains information that does not pertain to the property or that promotes goods or services

Information published on TREB's MLS[®] System shall relate directly to the listed real estate and the MLS[®] Listing Agreement, and accordingly shall not include any information that promotes goods and services, provided that the Brokerage Remarks field may include the name, address, telephone and/or facsimile number and/or e-mail address (but not a link to that e-mail address) of Member(s) to be contacted for more information concerning the property.

R-106

When Virtual tours contain any identifying information of the Brokerage / Broker / Salesperson or internet links that does not relate directly to the property

Information published on TREB's MLS[®] System and Virtual Tour shall contain information pertaining to the property to which the MLS[®] Listing Agreement pertains and shall not include:

- (a) any internet links, e-mail links or references to any internet links; or
- (b) any information that promotes goods or services.

Furthermore, a Virtual Tour on TREB's MLS[®] System shall not include any information regarding any identification of the Listing Brokerage, the Listing Broker/Salesperson or the Virtual Tour Company.
(Effective November 1, 2007)

R-304

When mandatory fields are not completed i.e. lot sizes, legal descriptions, taxes, maintenance fees, Seller's name

(a) No Member shall submit an MLS[®] Listing to TREB's MLS[®] System that contravenes the TREB MLS[®] Rules or Policies and/or the TREB By-Law. TREB may, in its sole discretion, deem any such MLS[®] Listing to be invalid and either remove it from TREB's MLS[®] System or refuse to publish such MLS[®] Listing.

(b) Without limiting the generality of the foregoing and the other provisions of the MLS[®] Rules or Policies, any such MLS[®] Listing shall not be accepted by TREB as an MLS[®] Listing:

- (i) if it excludes any Members from showing the property;
- (ii) if it excludes any Members from acting as a Co-operating Brokerage; or
- (iii) if all Mandatory Fields have not been completed.

(c) If a submitted MLS[®] Listing is deemed invalid as hereinbefore provided, TREB shall send notice to the Listing Brokerage who shall, within two (2) TREB business days, remedy the information through a Re-run, or process a Cancellation. On an "Incomplete" MLS[®] Listing that requires changes to Mandatory Fields, the Listing Brokerage is required to process a Re-run by the date specified in the notification to the Member provided by TREB.

R-312

When there are two or more MLS[®] Listings on the MLS[®] System for the same trade from the same Seller for the same property

Only one MLS[®] Listing for any one Trade function signed by the same Seller may be placed on TREB's MLS[®] System at any one time.

R-345

When an MLS[®] Listing contains wording such as: "no showings until", "no further showings", "No inspections", "off the market" or "no registration of Offers"

MLS[®] Listings appearing on TREB's MLS[®] System shall be immediately available (subject to applicable legislation, the rights of and reasonable accommodation to the occupancy) for showings, inspections and registration of Offers.

In the event an existing listing becomes unavailable for showings, inspections or registration of Offers, the listing shall be suspended.

While under suspension a record of all requests by Co-operating Brokerages for showings, inspections and registration of Offers shall be kept by the Listing Brokerage.

Upon the Seller rescinding the suspension the Listing Brokerage shall immediately notify all Co-operating Brokerages who have requested showings, inspections or registration of Offers.

(Effective May 12, 2008)

R-360

When the Sellers' names are not disclosed on the MLS[®] System

MLS[®] Listings on TREB's MLS[®] System shall contain all information necessary for preparing an Offer for Sale, Lease or Sub-Lease.

R-385***When wording or other embellishments not related to the property appear on the photograph***

Photographs or other graphic images of a property, with wording or other embellishments not related to the property, shall not be accepted for an MLS[®] Listing to be serviced through TREB's MLS[®] System.

R-390***When taxes are inputted and they are not the current or prior year's annual taxes***

Where realty taxes are required to appear on TREB's MLS[®] System, the amount to be shown shall be the current year's annual taxes or if not available the prior year's annual taxes.

R-610***When the sold conditional date has expired and the status has not been updated***

The sale, lease or sub-lease of a residential or commercial MLS[®] Listing shall be reported by the Listing Brokerage through TREB's MLS[®] System, whether conditional or firm, to TREB within two (2) TREB business days following acceptance of an Offer.

Reporting by the Listing Brokerage of a commercial sale/lease price shall contain the unit of measurement in which the original listing was posted. All changes in the status of a previously Reported conditional sale shall be Reported to TREB within two (2) TREB business days of the change.

(a) The residential sale price shall be Reported to TREB within two (2) TREB business days of either:

- (i) Reporting of a firm transaction; or
- (ii) removal of all condition(s)

(b) A commercial sale price shall be Reported either:

- (i) at the time of Reporting a firm transaction; or
- (ii) at the same time as Reporting a firm transaction, and request that the price be suppressed until after closing; or
- (iii) within five (5) TREB business days of closing of the transaction.

If there appears to be a possible violation of the above MLS[®] Rules in an MLS[®] Listing, a notification letter and a copy of the MLS[®] Listing will be faxed to the Broker of Record, Manager(s) and Salesperson(s)/Broker(s). The notification letter will contain suggested remedial action(s) and the MLS[®] Listing concerned has to be in compliance within (2) TREB business days.

If the MLS[®] Listing is not in compliance within two (2) TREB business days of the notification, a complaint will be forwarded to the Professional Standards Department for further action.

EXHIBIT

N

TREB DATA LICENSE AGREEMENT
 (“Agreement”)

Parties: Toronto Real Estate Board (“**TREB**”), 1400 Don Mills Road, Toronto, Ontario, M3B 3N1 and you, the data licensee (“**Licensee**”).

BACKGROUND

TREB maintains a database of real properties. Brokerages and Brokers and/or others populate the database with information. Licensee wishes to obtain a license from TREB for the use and dissemination of certain of the information, pursuant to this Agreement.

GENERAL TERMS AND CONDITIONS

1. LICENSE GRANT AND RIGHT OF USE.

a. Definitions:

“**Broker of Record**” means an individual Broker who is a Registrant in good standing and who is a Member in good standing and who is employed, appointed or duly authorized to trade in real estate by a Brokerage and who is designated as the Broker of Record for that Brokerage.

“**Broker**” means an individual registered as a broker under the *Real Estate and Business Brokers Act, 2002* (Ontario) and who is a Registrant in good standing and who is a Member in good standing and who is employed, appointed or duly authorized to trade in real estate by a Brokerage.

“**Brokerage**” means a sole proprietor, partnership or corporation registered under the *Real Estate and Business Brokers Act, 2002* (Ontario) as a brokerage and which is a Member.

“**Data**” means information provided to TREB and included in the Database.

“**Database**” means the database of information on real properties maintained by TREB.

“**Franchised Broker**” means a Broker of Record employed by a Brokerage which is party to a franchise agreement with Licensee, where such Brokerage is franchisee and Licensee is franchisor under such franchise agreement and where such agreement has not expired or has not otherwise been terminated.

“**License Fees**” has the meaning set out in Section 2.

“**Member**” includes all types of Members of TREB as defined in TREB’s By-laws and who TREB has authorized in writing to have access to the Database.

“**Office**” means a single branch location of a sole proprietor, partnership or corporation registered under the *Real Estate and Business Brokers Act, 2002* (Ontario) as a brokerage and which is a Member.

“**Registrant**” means a person admitted to, and continuing in, membership in the Real Estate Council of Ontario as a salesperson, broker or Broker of Record.

“**Salesperson**” means an individual registered as a salesperson under the *Real Estate and Business Brokers Act, 2002* (Ontario) and who is a Registrant in good standing and who is a Member in good standing and who is employed, appointed or duly authorized to trade in real estate by a Brokerage.

b. Subject to Sections 1.c., d., e., f. and g., TREB grants to Licensee a non-exclusive and non-transferable license to obtain the Data from TREB and to use it solely for the purposes of assisting Licensee in carrying on its business of co-ordinating publicity and marketing operations for Broker of Record, Franchised Brokers and the Brokerages that employ them with respect to transactions involving real estate in Ontario.

c. Licensee shall, with regard to the Data, observe the requirements of the *Personal Information Protection and Electronic Documents Act* (Canada) and any successor legislation and any legislation of similar effect in the Province of Ontario as applicable and shall indemnify TREB from all liability in connection with Licensee’s failure to do so.

d. Subject to Section 1.c., Licensee shall, and shall cause its agents, to, promptly (i.e. within 60 days) delete the Data from its records and files once it is no longer current and, in any event, when any property listing related to any such Data expires, or where any consent necessary for the collection, use and disclosure of any such Data is rescinded. Licensee shall, and shall cause its agents to, delete the related Data from its records and files as soon as possible where a consent expires or is terminated.

e. Licensee’s rights in the Data will be limited to those expressly granted in this Agreement. TREB reserves all rights and licenses in and to the Data not

expressly granted to Licensee under this Agreement. For certainty, Licensee shall not knowingly permit third parties to display the Data on the Internet or to otherwise display or distribute the Data except with the written agreement of TREB in form and content acceptable to TREB.

f. TREB supplies Data to Licensee on an “as is” basis and makes no covenants, warranties or representations in connection with the Data or the delivery thereof. TREB disclaims all implied representations, conditions or warranties of non-infringement, alienability, merchantability or fitness for a particular purpose.

2. FEES

a. Licensee shall pay the license fees (if any) to TREB as consideration for this license, in the amount and in the manner set out in Schedule “A” (“**License Fees**”). All License Fees paid hereunder are non-refundable.

b. All prices and fees are in Canadian dollars unless otherwise specified. Licensee will pay all taxes and duties assessed by any authority in connection with this Agreement and with Licensee’s performance hereunder, if required by law. Licensee will promptly reimburse TREB for any and all taxes or duties that TREB may be required to pay in connection with this Agreement or its performance. This provision does not apply to taxes based on TREB’s income, or any taxes for which Licensee is exempt, provided Licensee has furnished TREB with a valid tax exemption certificate.

3. DELIVERY OF DATA

a. TREB will provide the Licensee with access to the Data on, at least, a daily basis, by any manner as selected by TREB. Unless otherwise notified by TREB, Licensee (or its Third Party) will retrieve and update the Data by the means specified by TREB on a daily basis but no more frequently than once every 24 hours.

b. TREB shall not be required to deliver to Licensee any Data that does not meet the requirements or any Data where TREB is not satisfied, at its sole discretion, that such Data is in a satisfactory form and content.

c. Licensee agrees to provide TREB with all information and materials requested by TREB for use in replicating, diagnosing and correcting any Data delivery problem reported by Licensee. Licensee acknowledges that TREB’s ability to provide the

Data is dependent on (i) Licensee providing TREB with the information necessary to replicate Data problems; and (ii) Licensee configuring the correct telecommunications and operating environment, and maintaining same, as specified by TREB. TREB will not be responsible for errors that are not caused by TREB, and Licensee agrees to indemnify TREB for all losses experienced by TREB as a result of the Licensee’s errors.

d. Delivery of the Data is subject to force majeure.

4. CONFIDENTIALITY AND IP OWNERSHIP

a. Any business, operational or technical information provided to Licensee by TREB hereunder that is marked or otherwise identified as confidential or proprietary, or that Licensee knows or reasonably should know is confidential or proprietary (“**Proprietary Information**”) contains valuable and confidential information that is proprietary to TREB and that includes and constitutes trade secrets and unpublished copyright protected material of TREB. Licensee agrees to maintain the confidentiality of TREB’s Proprietary Information and to use it only in exploiting its rights and obligations under this Agreement. The Data and Proprietary Information are owned by TREB, and nothing in this Agreement shall be construed to convey any title or ownership rights to the Data or Proprietary Information to Licensee. Licensee shall make best efforts to prevent the theft of any Data or Proprietary Information and/or the disclosure, copying, reproduction or distribution of the Data or Proprietary Information unless such activity is specifically authorized by TREB in writing.

b. These confidentiality obligations shall not apply to any Proprietary Information that (i) is or becomes a part of the public domain through no act or omission by the Licensee, (ii) is independently developed by employees of the Licensee without use or reference to the Proprietary Information, (iii) is disclosed to the Licensee by a third party that, to the Licensee’s knowledge, was not bound by a confidentiality obligation or other prohibitive contractual obligation to TREB, or (iv) is demanded by a lawful order from any court or any body empowered to issue such an order. Licensee agrees to notify TREB promptly of the receipt of any such order, and to provide TREB with a copy of such order.

5. TERM AND TERMINATION

a. This Agreement shall continue in force for the balance of the current calendar year. Thereafter this Agreement shall automatically renew for a further

calendar year unless either party gives 60 days written notice of non-renewal to the other party.

b. This Agreement any Assignment, and/or any license granted hereunder may be terminated in accordance with the following:

(i) TREB may terminate this Agreement and/or the license granted herein:

(A) immediately, if Licensee uses, transfers or discloses any of the Proprietary Information or Data in violation of this Agreement or if a third party uses, transfers or discloses any of the Data disclosed by TREB to Licensee without TREB's prior written agreement;

(B) immediately, if Licensee ceases to be a Member of TREB or if Licensee's Broker of Record rescinds authorization;

(C) immediately, if Licensee ceases to be employed, appointed or authorized to trade in real estate by its Brokerage or if Licensee changes Brokerages (in which case, in order to obtain a new license, Licensee must enter into a new Data License Agreement with TREB with the authorization of its new Broker of Record); or

(D) upon 10 calendar days written notice if Licensee has breached any other material provision of this Agreement, including failure to make payments when due, and such breach is not fully cured within such 10 day period. Notwithstanding the foregoing, if within 48 hours of the giving of notice of breach by TREB, Licensee does not notify TREB in writing of actions being taken to cure the breach, this Agreement shall immediately terminate at the end of such 48 hour period.

(ii) Licensee may terminate this Agreement on 30 calendar days written notice if TREB has breached any material provision of this Agreement and such breach is not fully cured within such 30 day period.

c. Upon termination of this Agreement, the license granted herein shall immediately terminate and Licensee's right to use and/or possess the Data and Proprietary Information shall immediately cease. Licensee shall immediately stop using the Data and Proprietary Information and shall delete all copies thereof from all storage media used by Licensee. Licensee shall provide TREB with written certification signed by an officer of Licensee that all copies of the Data and Proprietary Information have been destroyed and that Licensee has retained no copies. Nothing in this provision prevents Licensee

from utilizing its own data that is identical or similar to the Data.

d. Termination of this Agreement any Assignment or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

6. INDEMNITY

Licensee will defend or settle at its own expense any and all suits, actions or claims against TREB regarding (i) any part of the Data or (ii) the use of the Data by Licensee or any customer, or contact of Licensee in the manner contemplated by this Agreement. Licensee will pay all damages awarded in any such suit, action or claim and will indemnify and save harmless TREB from any other cost or liability reasonably incurred by it as a result of such suit, action or claim.

7. LIMITATIONS OF LIABILITY

a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER TREB NOR ANY PERSON RELATED TO TREB SHALL BE LIABLE HEREUNDER FOR DAMAGES WHICH EXCEED, IN THE AGGREGATE, THE FEES PAID BY LICENSEE FOR THE SPECIFIC DATA THAT GAVE RISE TO SUCH DAMAGES.

b. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TREB BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS, EVEN IF TREB HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.

c. NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR LIABILITY FOR FRAUD.

d. The provisions of this Agreement allocate the risks between Licensee and TREB. TREB's pricing reflects this allocation of risk and the limitations of liability specified herein.

8. MISCELLANEOUS

a. Licensee appoints each of its registered real estate agents as its agent to access the Data from the Database and acknowledges that TREB shall not be

held accountable for releasing Data to any person purporting to be a registered real estate agent of the Licensee. .

b. Licensee warrants all information contained on this form is correct and that any changes to Licensee's membership, Office, Brokerage, Third Party or otherwise are the responsibility of the Licensee to report to TREB.

c. Licensee will not, without the approval in writing of TREB (which approval may be arbitrarily withheld) assign or transfer its interest in this Agreement or any license granted or created hereunder.

d. Licensee will not use the trade-marks or name of TREB, or use TREB or its directors or officers as references, without TREB's prior written permission.

e. During the currency of this Agreement and for 24 months after this Agreement terminates, Licensee will not directly or indirectly engage in, or have an interest in, or provide advice to or any guarantee for the indebtedness of, any business that provides electronic multiple listing services similar to that of TREB.

f. The parties are independent contractors and nothing in this Agreement shall be deemed to make either party an agent, employee, partner or joint venturer of the other party. Neither party shall have the authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

g. All notices, requests, approvals, consents and other communications required or permitted under this Agreement will be in writing, including in the form of an electronic document.

h. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion.

i. The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement.

j. TREB may stipulate new provisions for this Agreement during any renewal hereof after the first full calendar year. The Licensee is not bound to accept the renewal of this Agreement if it is not satisfied with TREB's proposed new provisions, and in such case this Agreement shall terminate.

k. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

l. The parties acknowledge and agree that the Licensee's Broker of Record may at any time change the access level of a Data transfer under this Agreement.

Required Signatures

Licensee Signature:

Licensee Name Printed:

Licensee's TREB Membership Number:

Office Name:

Office Address:

Broker of Record Signature:

Broker of Record Name Printed:

Please check off one of the following:

- Release all of Brokerage's Listings Release all of Branch Office's Listings Release only Licensee's Listings

Licensee's Email Address

To be completed by TREB:

Toronto Real Estate Board:

Per:

Name:

Title:

Date:

SCHEDULE "A" LICENSE FEES

TREB may change its License Fees no more often than annually, and no increase in License Fees shall exceed 10 percent per annum over the License Fees for the prior calendar year.

The License Fees payable by the Licensee are as follows:

1. For the period commencing on the ____ day of _____, 20__ and ending on December 31, 20__, the sum of \$ _____, plus taxes.
2. For the calendar year commencing on the 1st day of January 20__ and ending on December 31, 20__, the sum of \$ _____, plus taxes.

The first payment of License Fees is due on the ____ day of _____, 20__ for the part year referred to in paragraph numbered 1, above. The second payment of License Fees for the calendar year commencing January 1, 20__ is due on the ____ day of _____, 20__. Late payment of License Fees shall attract simple interest at the rate of 1 percent per month (12 percent per year) calculated from the due date thereof.

Note: where no License Fees are stated above, License Fees are \$0 until TREB provides notice of any change in accordance with the provisions of this Agreement.

THIRD PARTY DATA TRANSFER ADDENDUM

This is an addendum (“Addendum”) to a License Agreement between Toronto Real Estate Board (“TREB”) and the Licensee identified below respecting responsibility for the handling of Data transfers to third parties, as requested by the Licensee. This Addendum forms part of the License Agreement dated _____, 20____ (the “License Agreement”) and the capitalized terms herein are the same as those used in the License Agreement.

The Licensee hereby authorizes and directs TREB to allow the “Third Party” specified in this Addendum to retrieve Data from TREB. The Licensee represents, warrants and covenants that the Data will be received and used by the Third Party (i) as agent for the Licensee only for the purposes set out in the License Agreement, (ii) only by the Third Party on behalf of the Licensee and for no other purpose or person, and (iii) in full compliance with all applicable laws, statutes and regulations including the *Personal Information Protection and Electronic Documents Act* (Canada). For certainty, should any person rescind a consent necessary for the collection, use and disclosure of any Data at any time, Licensee shall cause the Third Party to cease its use of such Data immediately and the Third Party agrees to do so. The Licensee covenants and agrees that as between it and TREB, it will be fully responsible for the actions and omissions of the Third Party. Should the Third Party use the Data in any way that contravenes this Addendum, including without limitation in a manner not permitted by the License Agreement, TREB may cease delivery of the Data to such Third Party without prejudice to any other rights or remedies TREB may have against Licensee and/or the Third Party.

The Licensee shall, and shall cause the Third Party to, honour any “perm_adv” (permission to advertise) and “disp_addr” (display address) fields in the Data. Without limiting the foregoing, if the “perm_adv” field for any listing in the Data is set to N, such listing may only be displayed on the listing agent’s website and not on any other website and if the “disp_addr” field is set to N, then the property or street address may not be displayed on the Internet.

The Licensee represents, warrants and covenants to TREB that in providing to TREB any electronic address of the Third Party (including any Third Party contact), the Licensee has obtained any necessary consent in compliance with applicable law in order for TREB to send electronic messages to such electronic address in connection with this Addendum and the License Agreement, and the Licensee will notify TREB immediately if such consent is withdrawn. Each of the Licensee and the Third Party agrees and consents to receive electronic notices and communications from TREB regarding this Addendum and License Agreement to their electronic addresses specified herein or otherwise provided by them to TREB.

The Licensee will indemnify TREB for all claims, suits, damages, costs and losses experienced by TREB as a result of TREB’s carrying out the direction contained in this Addendum. The Third Party hereby waives any claims, causes of action or rights it might have against TREB of any kind whatsoever regarding the Data and TREB’s provision of the Data or TREB’s ceasing to provide the Data at any time and from time to time to the Third Party.

DATED as of the ____ day of _____, 20____.

Printed Name of Licensee

Name of Brokerage

Signature of Licensee

Broker of Record Signature

Licensee’s E-mail Address

Broker of Record Name (Please print)
(I have authority to bind the Brokerage.)

The undersigned Third Party acknowledges this Third Party Data Transfer Addendum and, for good and valuable consideration, the sufficiency of which is acknowledged, the undersigned Third Party accepts and agrees with the contents of this Addendum.

Printed Name of Third Party

Authorized Signature (Third Party)

Name:

Title:

(I have the authority to bind the Third Party)

Contact

Address

Contact e-mail Address

City/Town

Contact Phone Number

State/Province

Internet address for delivery of Data

Zip/Postal Code

NOTE: This Agreement will be generated from the TREB Online Agreement System upon completion of all entries by all participating parties including approval by the Toronto Real Estate Board.

Parties: Toronto Real Estate Board ('TREB'), 1400 Don Mills Road, Toronto, Ontario, M3B 3N1 and **LICENSEE NAME**, the data licensee ('Licensee').

BACKGROUND

TREB maintains a database of real properties. Brokerages and Brokers and/or others populate the database with information. Licensee wishes to obtain a license from TREB for the use and dissemination of certain of the information, pursuant to this Agreement.

GENERAL TERMS AND CONDITIONS

1. LICENSE GRANT AND RIGHT OF USE.

a. Definitions:

'Broker of Record' means an individual Broker who is a Registrant in good standing and who is a Member in good standing and who is employed, appointed or duly authorized to trade in real estate by a Brokerage and who is designated as the Broker of Record for that Brokerage.

'Broker' means an individual registered as a broker under the Real Estate and Business Brokers Act, 2002(Ontario) and who is a Registrant in good standing and who is a Member in good standing and who is employed, appointed or duly authorized to trade in real estate by a Brokerage.

'Brokerage' means a sole proprietor, partnership or corporation registered under the Real Estate and Business Broker's Act, 2002(Ontario) as a brokerage and which is a Member of TREB.

'Data' means information provided to TREB and included in the Database.

'Database' means the database of information on real properties maintained by TREB.

'Franchised Brokers' means a Broker of Record employed by a Brokerage which is party to a franchise agreement with Licensee, where such Brokerage is franchisee and Licensee is franchisor under such franchise agreement and where such agreement has not expired or has not otherwise been terminated.

'License Fees' has the meaning set out in Section 2.

'Member' includes all types of Members of TREB as defined in TREB's By-laws and who TREB has authorized in writing to have access to the Database.

'Office' means a single branch location of a sole proprietor, partnership or corporation registered under the Real Estate and Business Brokers Act, 2002 (Ontario) as a brokerage and which is a Member.

'Registrant' means a person admitted to, and continuing in, membership in the Real Estate Council of Ontario as a Salesperson, Broker or Broker of Record.

'Salesperson' means an individual registered as a salesperson under the

Real Estate and Business Brokers Act, 2002 (Ontario) and who is employed, appointed or duly authorized to trade in real estate by a Brokerage.

b. Subject to Sections 1.c., d., e., f. and g., TREB grants to Licensee a non-exclusive and non-transferable license to obtain the Data from TREB and to use it solely for the purposes of assisting Licensee in carrying on its business of co-ordinating publicity and marketing operations for Broker of Record, Franchised Brokers and the Brokerages that employ them with respect to transactions involving real estate in Ontario.

c. Licensee shall, with regard to the Data, observe the requirements of the Personal Information Protection and Electronic Documents Act (Canada) and any successor legislation and any legislation of similar effect in the Province of Ontario as applicable and shall indemnify TREB from all liability in connection with Licensee's failure to do so.

d. Subject to Section 1.c., Licensee shall, and shall cause its agents to, promptly (i.e. within 60 days) delete the Data from its records and files once it is no longer current and, in any event, when any property listing related to any such Data expires, or where any consent necessary for the collection, use and disclosure of any such Data is rescinded. Licensee shall, and shall cause its agents to, delete the related Data from its records and files as soon as possible where consent expires or is terminated.

e. Licensee's rights in the Data will be limited to those expressly granted in this Agreement. TREB reserves all rights and licenses in and to the Data not expressly granted to Licensee under this Agreement. For certainty, Licensee shall not knowingly permit third parties to display the Data on the internet or to otherwise display or distribute the Data except with the written agreement of TREB in form and content acceptable to TREB.

f. TREB supplies Data to Licensee on an 'as is' basis and makes no covenants, warranties or representations in connection with the Data or the delivery thereof. TREB disclaims all implied representations, conditions or warranties of noninfringement, alienability, merchantability or fitness for a particular purpose.

2. FEES

a. Licensee shall pay the license fees (if any) to TREB as consideration for this license, in the amount and in the manner set out in Schedule 'A' ('License Fees'). All License Fees paid hereunder are non-refundable.

b. All prices and fees are in Canadian dollars unless otherwise specified. Licensee will pay all taxes and duties assessed by any authority in connection with this Agreement and with Licensee's performance hereunder, if required by law. Licensee will promptly reimburse TREB for any and all taxes or duties that TREB may be required to pay in connection with this Agreement or its performance. This provision does not apply to taxes based on TREB's income, or any taxes for which Licensee is exempt, provided Licensee has furnished TREB with a valid tax exemption certificate.

3. DELIVERY OF DATA.

a. TREB will provide the Licensee with access to the Data on, at least, a daily basis, by any manner as selected by TREB. Unless otherwise notified by TREB, Licensee will (or will cause its third party service provider who has

completed the Third Party Addendum and Broker Acknowledgement section of this Agreement provided by TREB ('Third Party') to retrieve and update the Data by the means specified by TREB on a daily basis but no more frequently than once every 24 hours.

b. TREB shall not be required to deliver to Licensee any Data that does not meet the requirements or any Data where TREB is not satisfied, at its sole discretion, that such Data is in a satisfactory form and content.

c. Licensee agrees to provide TREB with all information and materials requested by TREB for use in replicating, diagnosing and correcting any Data delivery problem reported by Licensee. Licensee acknowledges that TREB's ability to provide the Data is dependent on (i) Licensee providing TREB with the information necessary to replicate Data problems; and (ii) Licensee configuring the correct telecommunications and operating environment, and maintaining same, as specified by TREB. TREB will not be responsible for errors that are not caused by TREB, and Licensee agrees to indemnify TREB for all losses experienced by TREB as a result of the Licensee's errors.

d. Delivery of the Data is subject to force majeure.

4. CONFIDENTIALITY AND IP OWNERSHIP.

a. Any business, operational or technical information provided to Licensee by TREB hereunder that is marked or otherwise identified as confidential or proprietary, or that Licensee knows or reasonably should know is confidential or proprietary ('Proprietary Information') contains valuable and confidential information that is proprietary to TREB and that includes and constitutes trade secrets and unpublished copyright protected material of TREB. Licensee agrees to maintain the confidentiality of TREB's Proprietary Information and to use it only in exploiting its rights and obligations under this Agreement. The Data and Proprietary Information are owned by TREB, and nothing in this Agreement shall be construed to convey any title or ownership rights to the Data or Proprietary Information to Licensee. Licensee shall make best efforts to prevent the theft of any Data or Proprietary Information and/or the disclosure, copying, reproduction or distribution of the Data or Proprietary Information unless such activity is specifically authorized by TREB in writing.

b. These confidentiality obligations shall not apply to any Proprietary Information that (i) is or becomes a part of the public domain through no act or omission by the Licensee, (ii) is independently developed by the Licensee or employees of the Licensee without use or reference to the Proprietary Information, (iii) is disclosed to the Licensee by a third party that, to the Licensee's knowledge, was not bound by a confidentiality obligation or other prohibitive contractual obligation to TREB, or (iv) is demanded by a lawful order from any court or any body empowered to issue such an order. Licensee agrees to notify TREB promptly of the receipt of any such order, and to provide TREB with a copy of such order.

5. TERM AND TERMINATION.

a. This Agreement shall continue in force for the balance of the current calendar year. Thereafter this Agreement shall automatically renew for a further calendar year unless either party gives 60 days written notice of non-renewal to the other party.

b. This Agreement, and/or any license granted hereunder may be terminated in accordance with the following:

(i) TREB may terminate this Agreement and/or the license granted herein:

(A) immediately, if Licensee uses, transfers or discloses any of the Proprietary Information or Data in violation of this Agreement or if a third party uses, transfers or discloses any of the Data disclosed by TREB to Licensee without TREB's prior written agreement;

(B) immediately, if Licensee ceases to be a Member of TREB or if Licensee's Broker of Record rescinds authorization;

(C) immediately, if Licensee ceases to be employed, appointed or authorized to trade in real estate by its Brokerage or if Licensee changes Brokerages (in which case, in order to obtain a new license, Licensee must enter into a new Data License Agreement with TREB with the authorization of its new Broker of Record);

(D) upon 30 calendar days written notice if Licensee has breached any other material provision of this Agreement, including failure to make payments when due, and such breach is not fully cured within such 30 day period. Notwithstanding the foregoing, if within 48 hours of the giving of notice of breach by TREB, Licensee does not notify TREB in writing of actions being taken to cure the breach, this agreement shall immediately terminate at the end of such 48 hour period. or

(ii) Licensee may terminate this Agreement on 30 calendar days written notice if TREB has breached any material provision of this Agreement and such breach is not fully cured within such 30 day period.

c. Upon termination of this Agreement, the license granted herein shall immediately terminate and Licensee's (including, as applicable, its agents' and Third Party's) right to access, use and/or possess the Data and Proprietary Information shall immediately cease. Licensee shall, and shall cause its agents and Third Party (as applicable) to, immediately stop using the Data and Proprietary Information and delete all copies thereof from all storage media used by Licensee and its agents and Third Party. Licensee shall provide TREB with written certification signed by Licensee or an officer of Licensee that all copies of the Data and Proprietary Information have been destroyed and that Licensee (including its agents and Third Party, as applicable) has retained no copies. Nothing in this provision prevents Licensee from utilizing its own data that is identical or similar to the Data.

d. Termination of this Agreement, and/or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

6. INDEMNITY

Licensee will defend or settle at its own expense any and all suits, actions or claims against TREB regarding (i) any part of the Data or (ii) the use of the Data by Licensee or any customer, or contact of Licensee in the manner contemplated by this Agreement. Licensee will pay all damages awarded in any such suit, action or claim and will indemnify and save harmless TREB from any other cost or liability reasonably incurred by it as a result of such suit,

action or claim.

7. LIMITATIONS OF LIABILITY

a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER TREB NOR ANY PERSON RELATED TO TREB SHALL BE LIABLE HEREUNDER FOR DAMAGES WHICH EXCEED, IN THE AGGREGATE, THE FEES PAID BY LICENSEE FOR THE SPECIFIC DATA THAT GAVE RISE TO SUCH DAMAGES.

b. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TREB BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS, EVEN IF TREB HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.

c. NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR LIABILITY FOR FRAUD.

d. The provisions of this Agreement allocate the risks between Licensee and TREB. TREB's pricing reflects this allocation of risk and the limitations of liability specified herein.

8. MISCELLANEOUS

a. Licensee appoints each of its registered real estate agents as its agent to access the Data from the Database and acknowledge that TREB shall not be held accountable for releasing Data to any person purporting to be a registered real estate agent of the Licensee.

b. Licensee represents and warrants that it is a Member and Registrant in good standing and that all information contained on this form is correct. Licensee agrees that any changes to Licensee's membership, to Office, Brokerage, Third Party or otherwise are the responsibility of the Licensee to report to TREB.

c. Licensee will not, without the approval in writing of TREB (which approval may be arbitrarily withheld) assign or transfer its interest in this Agreement or any license granted or created hereunder.

d. Licensee will not use the trade-marks or name of TREB, or use TREB or its directors or officers as references, without TREB's prior written permission.

e. During the currency of this Agreement and for 24 months after this Agreement terminates, Licensee will not directly or indirectly engage in, or have an interest in, or provide advice to or any guarantee for the indebtedness of, any business that provides electronic multiple listing services similar to that of TREB.

f. The parties are independent contractors and nothing in this Agreement shall be deemed to make either party an agent, employee, partner or joint venturer of the other party. Neither party shall have the authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

g. All notices, requests, approvals, consents and other communications required or permitted under this Agreement will be in writing, including in the form of an electronic document.

h. If any portion of this Agreement is determined to be or becomes

unenforceable or illegal, such portion shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion.

- i. The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement.
- j. TREB may stipulate new provisions for this Agreement during any renewal hereof after the first full calendar year. The Licensee is not bound to accept the renewal of this Agreement if it is not satisfied with TREB's proposed new provisions, and in such case this Agreement shall terminate.
- k. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.
- l. The parties acknowledge and agree that the Broker of Record may at any time change the access level of a Data Transfer under this Agreement.

I, LICENSEE acknowledge and confirm that I have read, understood, and agreed to be bound by all the terms and conditions of this Agreement and I have full power and authority to enter into this Agreement.

Licensee's Legal Name: LEGAL NAME

Licensee's Trade Name: TRADE NAME

Licensee's Membership#: Membership#

Licensee Submission Date: (AUTO)

Brokerage: BROKERAGE NAME

Brokerage Address: BROKERAGE ADDRESS

Licensee's Email: Licensee email address

Access Level: (selection item)

I, LICENSEE, the licensee, acknowledge, warrant and represent that all information contained herein is accurate.

This is an Addendum to a License Agreement between Toronto Real Estate Board ('TREB') and the Licensee identified above respecting responsibility for the handling of Data transfers to third parties, as requested by the Licensee. This Addendum forms part of the License Agreement dated (auto) and the capitalized terms herein are the same as those used in the License Agreement.

The Licensee hereby authorizes and directs TREB to allow the 'Third Party' specified below to retrieve data from TREB. The Licensee represents, warrants and covenants that the Data will be received and used by the 'Third Party' (i) as agent for the Licensee only for the purposes set out in the License Agreement, (ii) only by the Third Party on behalf of the Licensee and for no other purpose or person, and (iii) in full compliance with the License Agreement and all applicable laws, statutes and regulations including the Personal Information Protection and Electronic Documents Act (Canada). For certainty, should any person rescind a consent necessary for the collection, use and disclosure of any Data at any time, Licensee shall cause Third Party to cease its use of such Data immediately and Third Party agrees to do so. The Licensee covenants and agrees that as between it and TREB, it will be fully responsible for the actions and omissions of the Third Party. Should Third Party use the Data in any way that contravenes this Addendum, including without limitation in a manner not permitted by the License Agreement, TREB may cease delivery of the Data to such Third Party without prejudice to any other rights or remedies TREB may have against Licensee and/or Third Party.

The Licensee will indemnify TREB for all claims, suits, damages, costs and losses experienced by TREB

as a result of TREB's carrying out the direction contained in this Addendum. The Third Party hereby waives any claims, causes of action or rights it might have against TREB of any kind whatsoever regarding the Data and TREB's provision of the Data or TREB's ceasing to provide the Data at any time and from time to time to Third Party. The Licensee represents and warrants to TREB that it has obtained the consent of the Third Party Contact identified below in order for TREB to send emails regarding this Agreement to the specified email address in compliance with the applicable law and that it will notify TREB immediately in the event such consent is withdrawn.

DATED as of the (auto).

SCHEDULE 'A' LICENSE FEES

TREB may change its License Fees no more often than annually, and no increase in License Fees shall exceed 10 percent per annum over the License Fees for the prior calendar year. The License Fees payable by the Licensee are as follows:

1. For the period commencing on the **(auto)** and ending on December 31 of the same year, the sum of \$ 0 , plus taxes.
2. For the calendar year commencing on the 1st day of January of the following calendar year and ending on December 31, of that year, the sum of \$ 0 , plus taxes.

The first payment of License Fees is due on the 2014-09-11 13:43:00.0 for the part year referred to in paragraph numbered 1, above. The second payment of License Fees for the following calendar year commencing January 1, of that year and is due on the 1st day of January of said year . Late payment of License Fees shall attract simple interest at the rate of 1_ percent per month (18 percent per year) calculated from the due date thereof.

Third Party Addendum and Broker Acknowledgement

The undersigned Third Party acknowledges this Third Party Data Transfer Addendum and, for good and valuable consideration, the sufficiency of which is acknowledged, the undersigned Third Party accepts and agrees with the contents of this addendum.

Third Party Name: **THIRD PARTY NAME**

Third Party Contact: **THIRD PARTY CONTACT**

Third Party Email: **THIRD PARTY EMAIL**

Third Party Phone:

Third Party Signatory: **SIGNATORY NAME**

I, **TP SIGNATORY**, the undersigned representative of the third party, acknowledge that I have the authority to bind the Third Party and that this Data License Agreement Authorization and, for good and valuable consideration, the sufficiency of which is acknowledged, accept and agree with the contents of this entire agreement and of this Authorization.

I, **LICENSEE** the licensee acknowledge, acknowledge and confirm that I have read, understood and agree to be bound by the terms and conditions of this Addendum.

Broker Acknowledgement

I, **BROKER OF RECORD**, the Broker of Record, acknowledge and confirm that I have read, understand, agree and authorize the licensee to enter into this Agreement.

DATED as of the (auto).

EXHIBIT
O

Execution Copy

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

- and -

TORONTO REAL ESTATE BOARD

AGREEMENT FOR PROVISION OF DATA

November 14, 2013

TABLE OF CONTENTS

Page

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THIS AGREEMENT is made the 14th day of November, 2013 (the "**Effective Date**")

BETWEEN:

MUNICIPAL PROPERTY ASSESSMENT CORPORATION, a company incorporated pursuant to the laws of Ontario and having its principal place of business located at 1340 Pickering Parkway, Suite 101, Pickering, Ontario L1V 0C4 ("**MPAC**").

-and-

TORONTO REAL ESTATE BOARD, a company incorporated pursuant to the laws of Ontario and having its principal place of business located at 1400 Don Mills Road, Toronto, ON, M3B 3N1 ("**TREB**").

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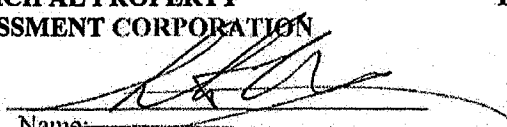
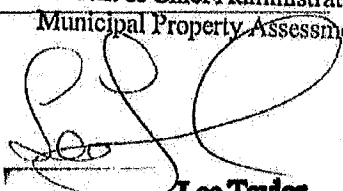
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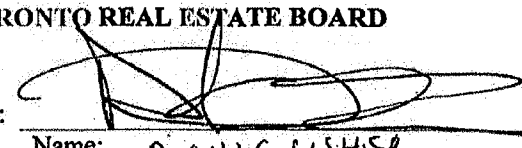
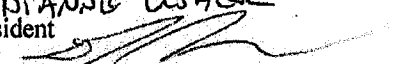
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IN WITNESS OF WHICH the Parties have duly executed this Agreement.

**MUNICIPAL PROPERTY
ASSESSMENT CORPORATION**

TORONTO REAL ESTATE BOARD

By: 
Name: **Antoni Wisniowski**
Title: **President & Chief Administrative Officer**
By: 
Name: **Lee Taylor**
Title: **Executive Director, Business Development**

By: 
Name: **DIANNE USHER**
Title: **President**
By: 
Name: **DON RICHARDSON**
Title: **Chief Executive Officer**

**SCHEDULE 1.1(A)
AUTHORIZED USER TERMS**

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EXECUTION VERSION

AMENDMENT TO THE AGREEMENT FOR PROVISION OF DATA

THIS AMENDMENT TO THE AGREEMENT FOR PROVISION OF DATA ("Amendment") is made and entered into between Municipal Property Assessment Corporation ("MPAC") and Toronto Real Estate Board ("TREB"), and is effective as of March 4, 2015 (the "Amendment Effective Date").

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review and accept upon accessing the GeoWarehouse Site from the

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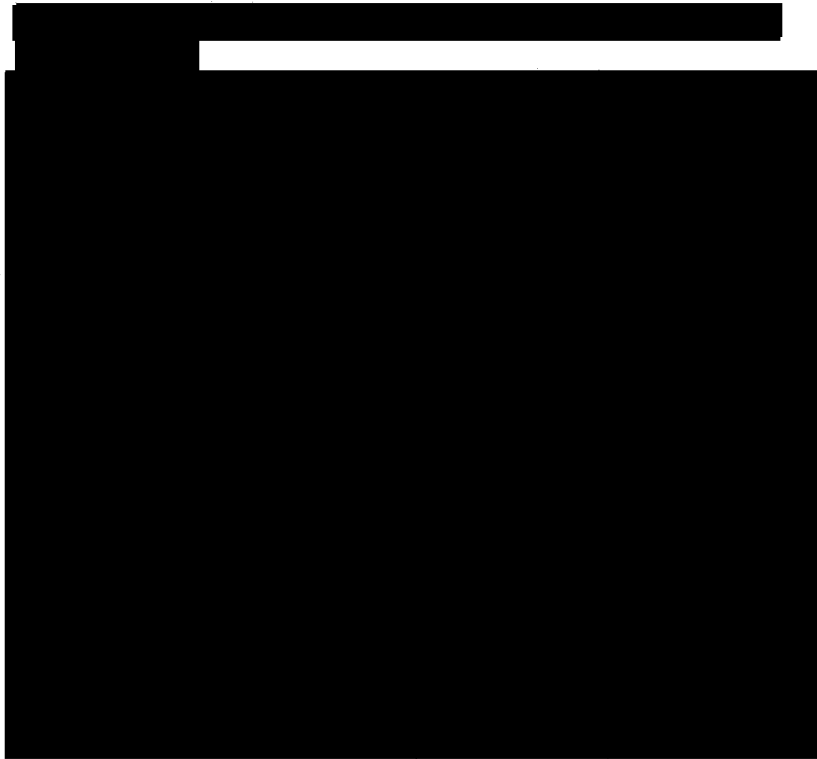
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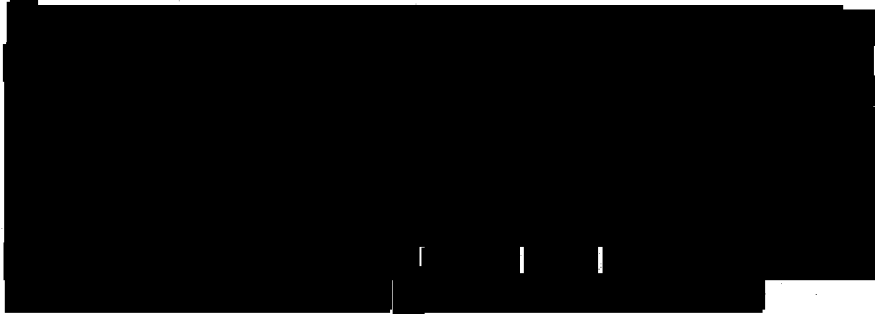
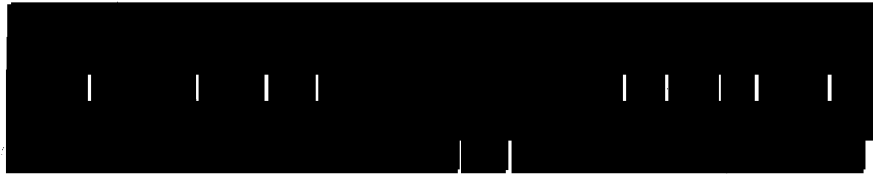
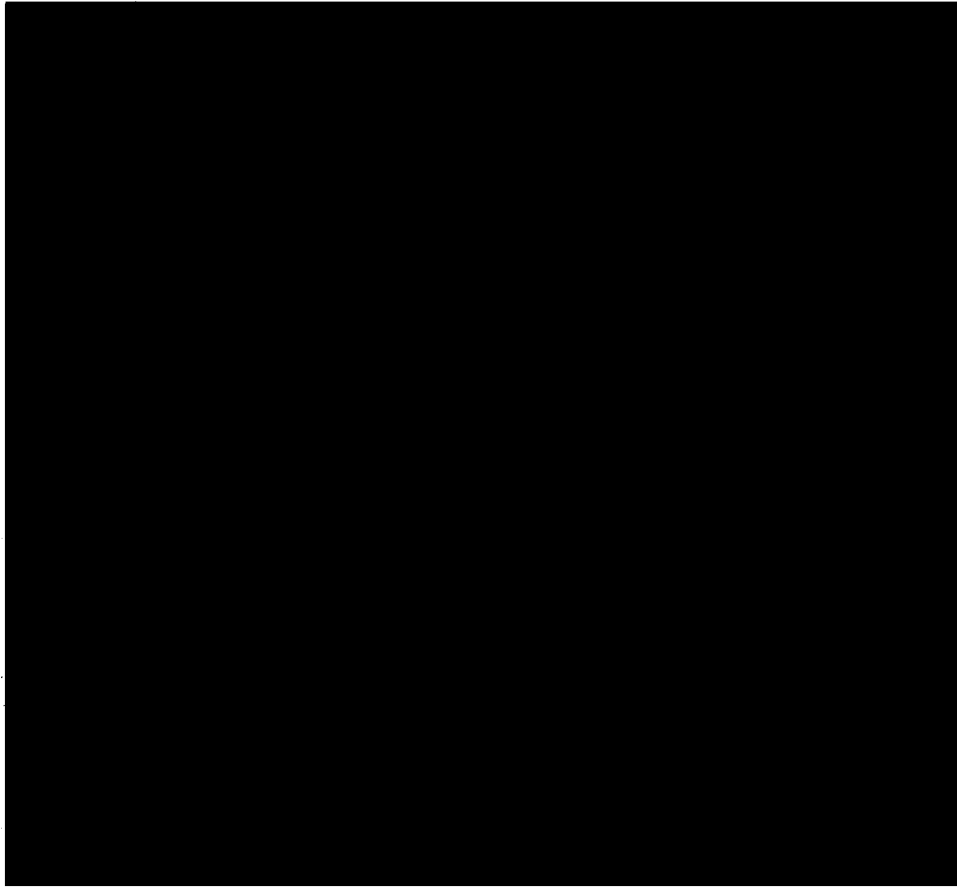
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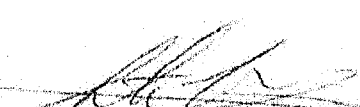
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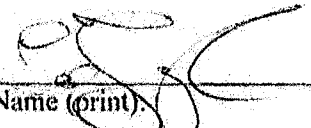
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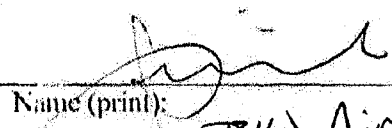
MUNICIPAL PROPERTY ASSESSMENT CORPORATION

TORONTO REAL ESTATE BOARD

By: 
 Name (print): ~~Anton Wisniewski~~ Chief Administrative Officer
 Municipal Property Assessment Corp.
 Title:
 Date: FEB 20, 2015

By: 
 Name (print): PAUL ETHERINGTON
 Title: PRESIDENT
 Date: FEB 23/15

By: 
 Name (print):
 Title: **Lee Taylor**
 Executive Director, Business Development
 Date: Feb 20 / 15

By: 
 Name (print):
 Title: JOHN DIMICHELE
 CEO
 Date: FEB 23, 2015

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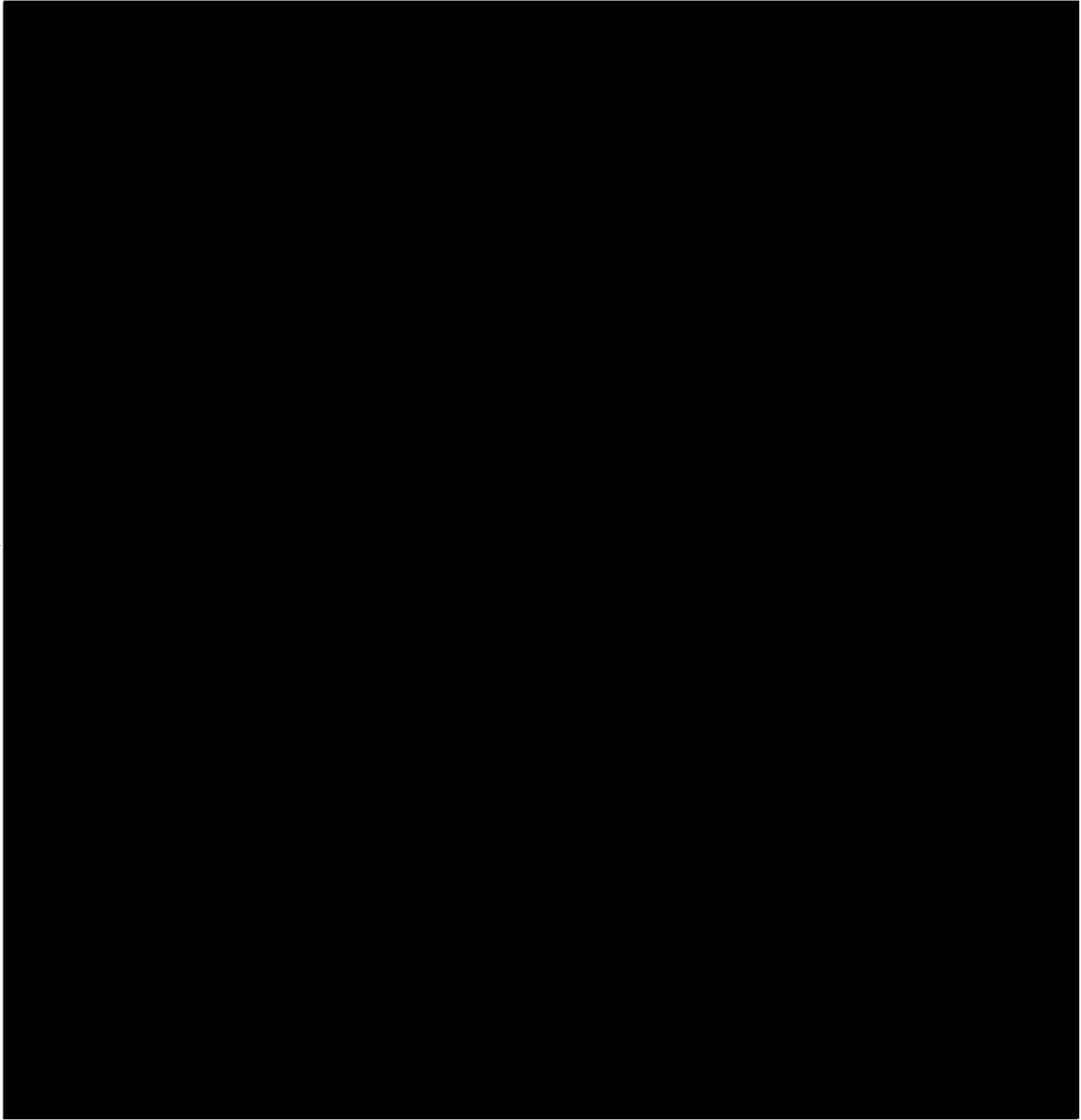


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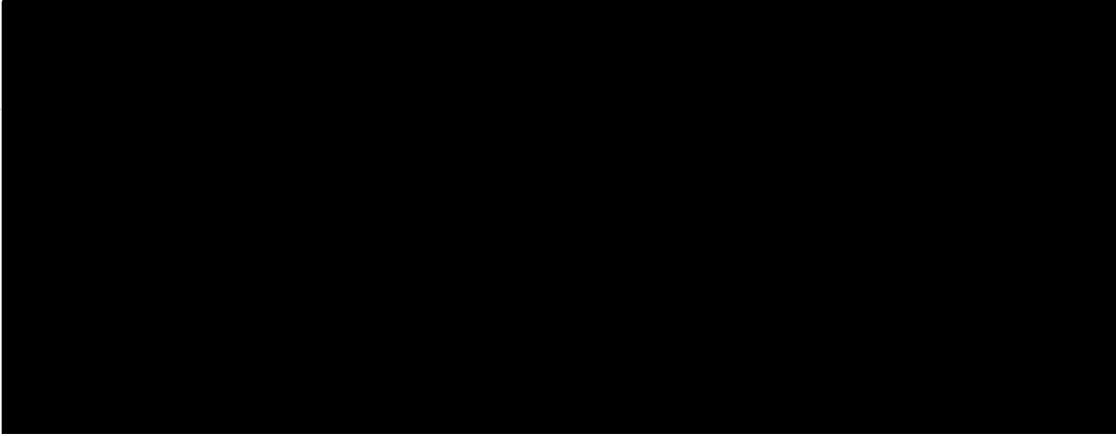


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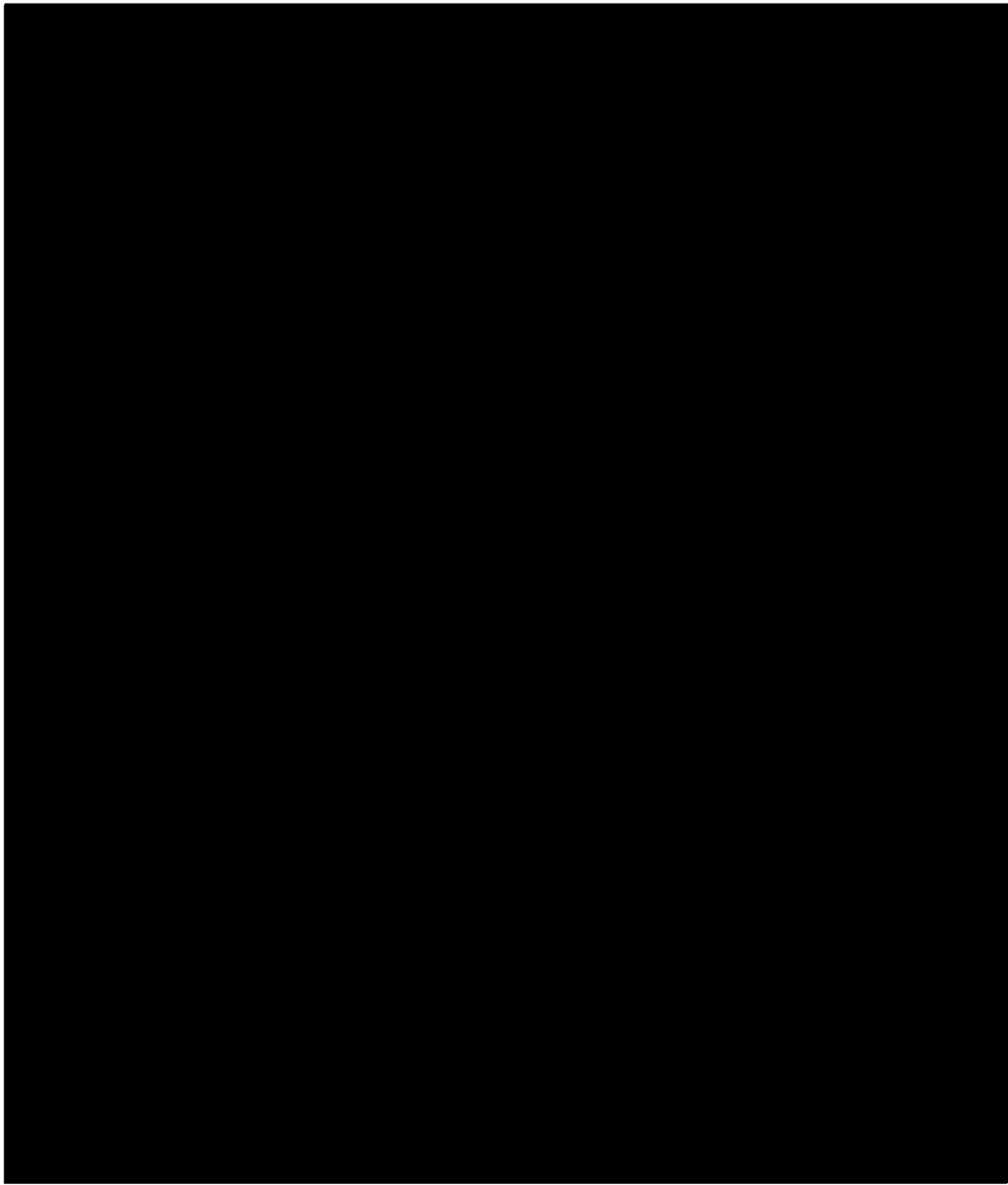
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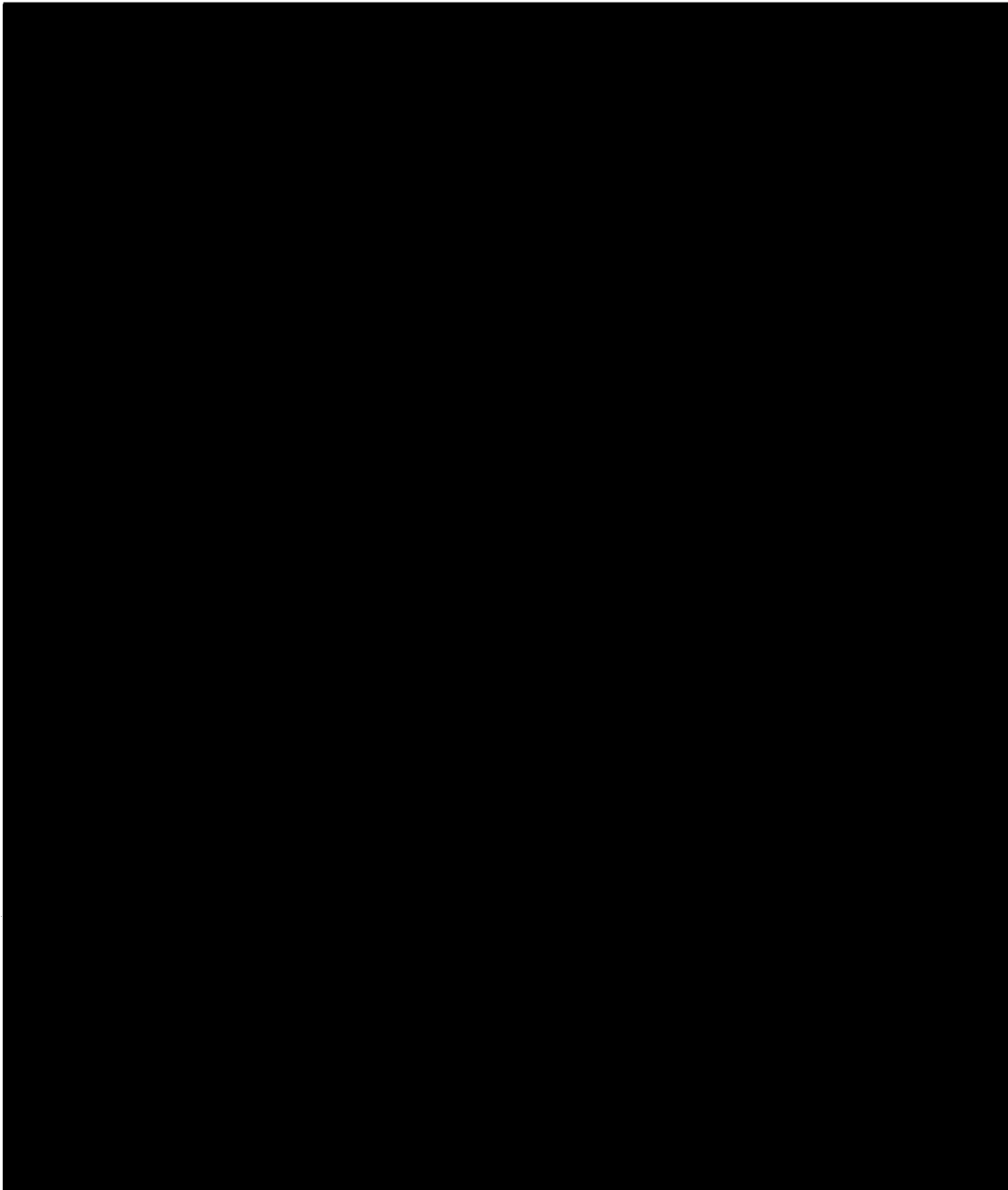
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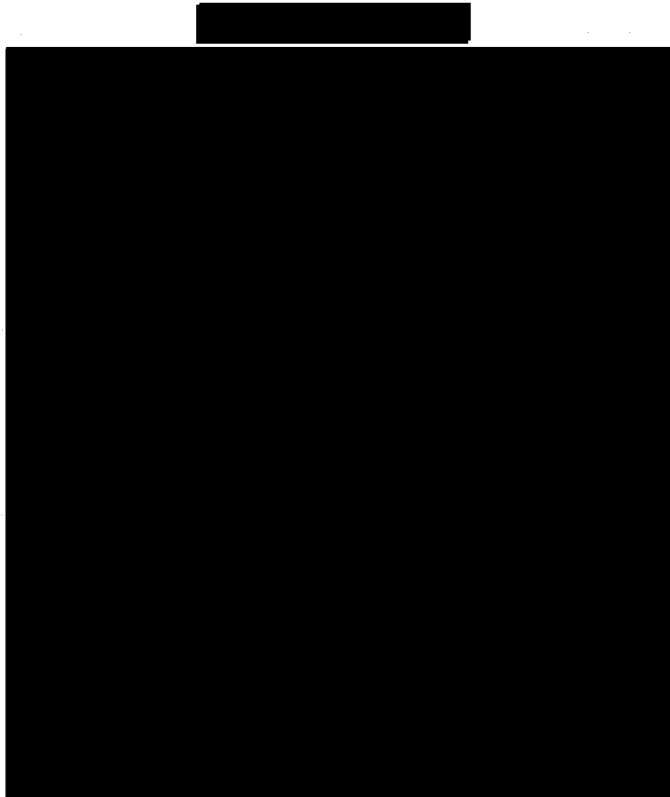
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EXHIBIT E TO SCHEDULE 4.2



SCHEDULE 6.1

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SCHEDULE 7.1

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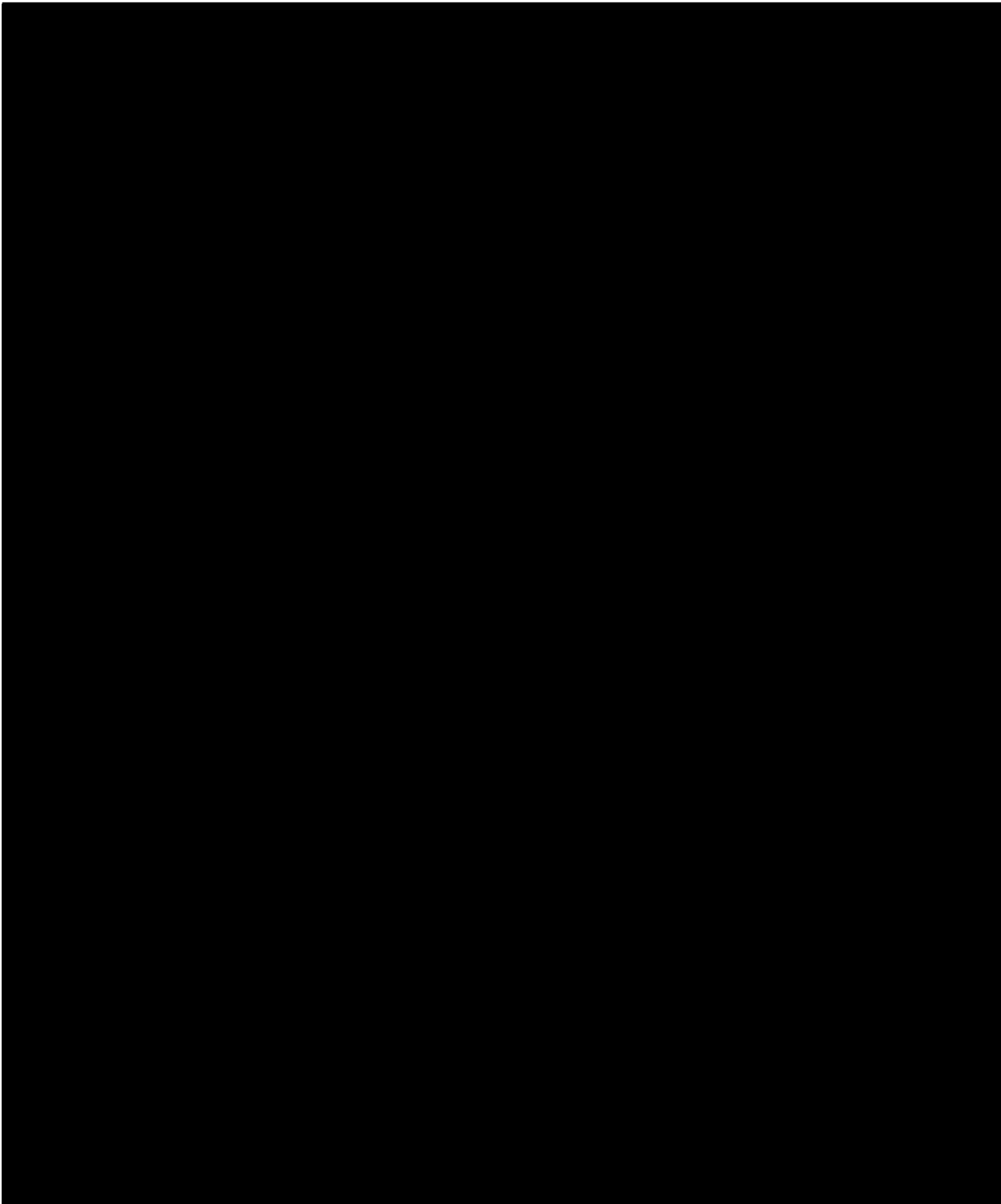
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EXHIBIT A TO SCHEDULE 7.1





SCHEDULE 11.1

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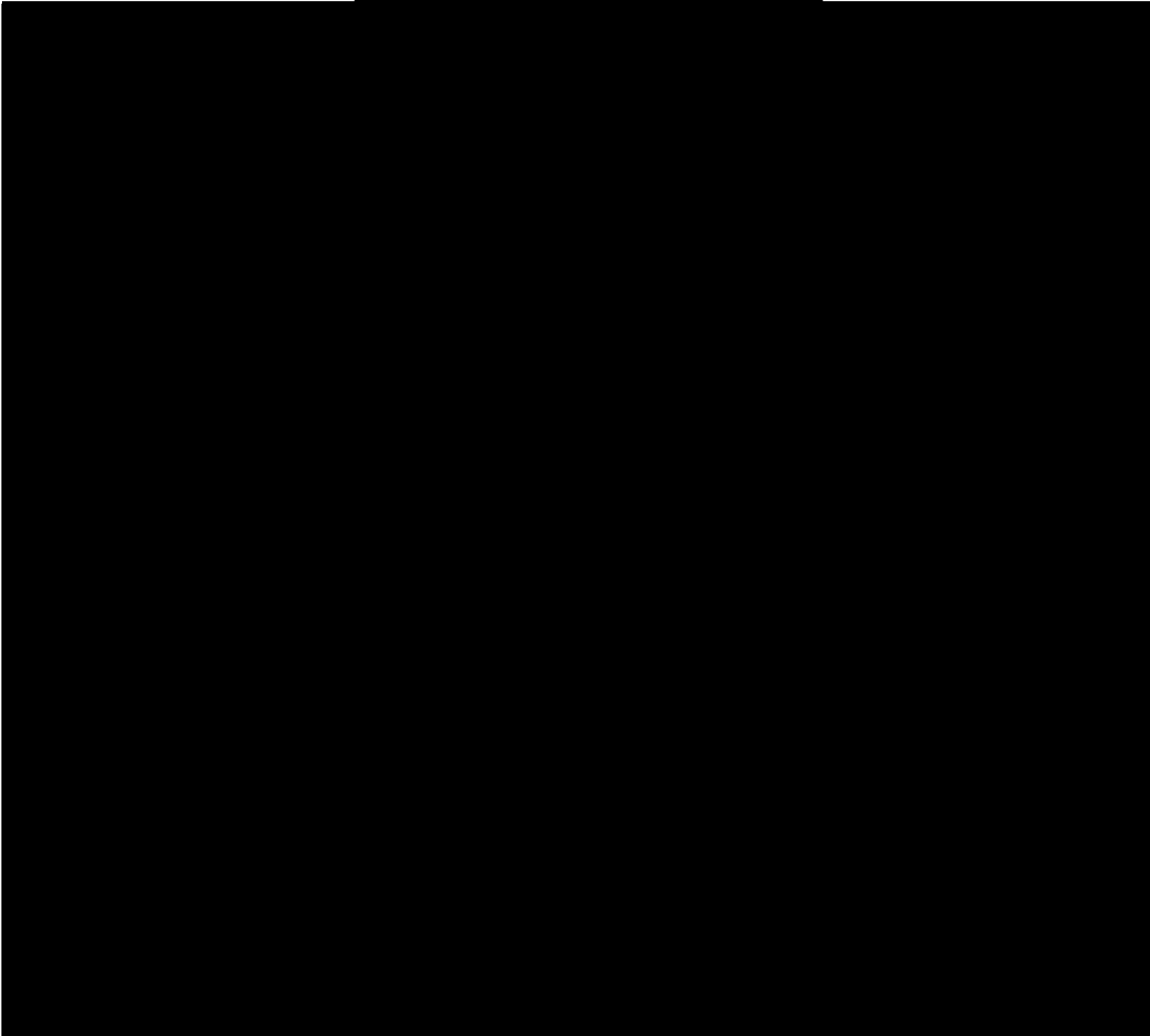
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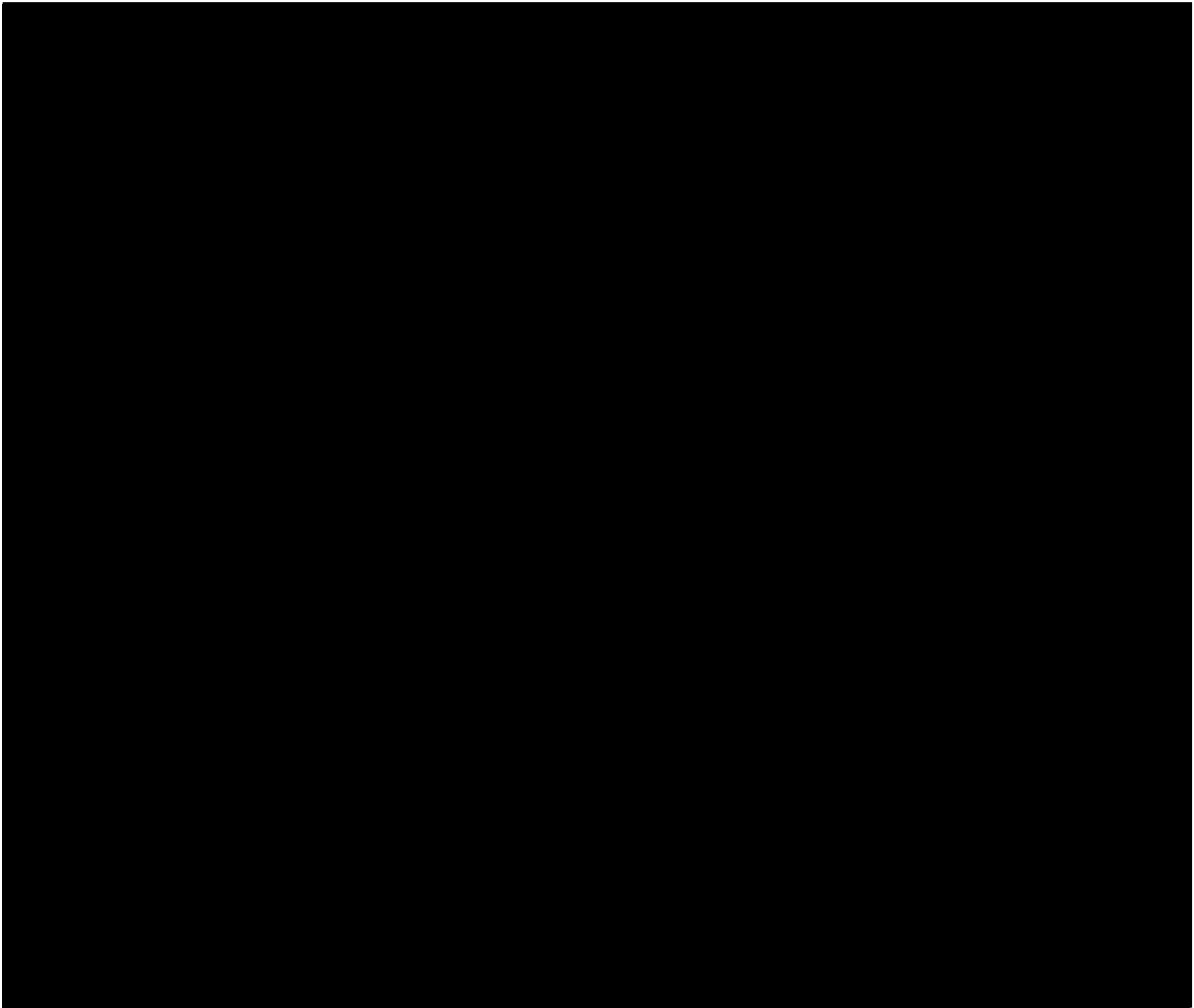
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APPENDIX A TO SCHEDULE 11.1





SCHEDULE 13.1

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EXHIBIT

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MUNICIPAL PROPERTY ASSESSMENT CORPORATION

AUTHORIZED USER TERMS

These terms, conditions and restrictions (the “**Authorized User Terms**”) are made available in accordance with the Agreement for Provision of Data entered into between Municipal Property Assessment Corporation (“**MPAC**”) and Toronto Real Estate Board (“**TREB**”) as of November 14, 2013, as amended from time to time. These Authorized User Terms govern your access to the propertyline™ platform (the “**Site**”) and access to the data and reports (collectively, “**Products**”) made available to you on the Site. By clicking on the “I accept” button and accessing the Site and Products, you agree to be bound by these Authorized User Terms. In these Authorized User Terms, “**Authorized User**” and “**you**” means the user of this Site.

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MUNICIPAL PROPERTY ASSESSMENT CORPORATION

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MUNICIPAL PROPERTY ASSESSMENT CORPORATION

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MUNICIPAL PROPERTY ASSESSMENT CORPORATION

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MUNICIPAL PROPERTY ASSESSMENT CORPORATION



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MUNICIPAL PROPERTY ASSESSMENT CORPORATION

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EXHIBIT

P



GeoWarehouse® Online Service

LEGAL TERMS AND CONDITIONS

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EXHIBIT

P.1

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement"), dated this 21st day of September, 2001 (the "Effective Date"), is made by and between Stratus Data Systems, Inc., a New York corporation ("SDS"), and Toronto Real Estate Board, Inc., an Ontario not-for-profit corporation ("TREB").

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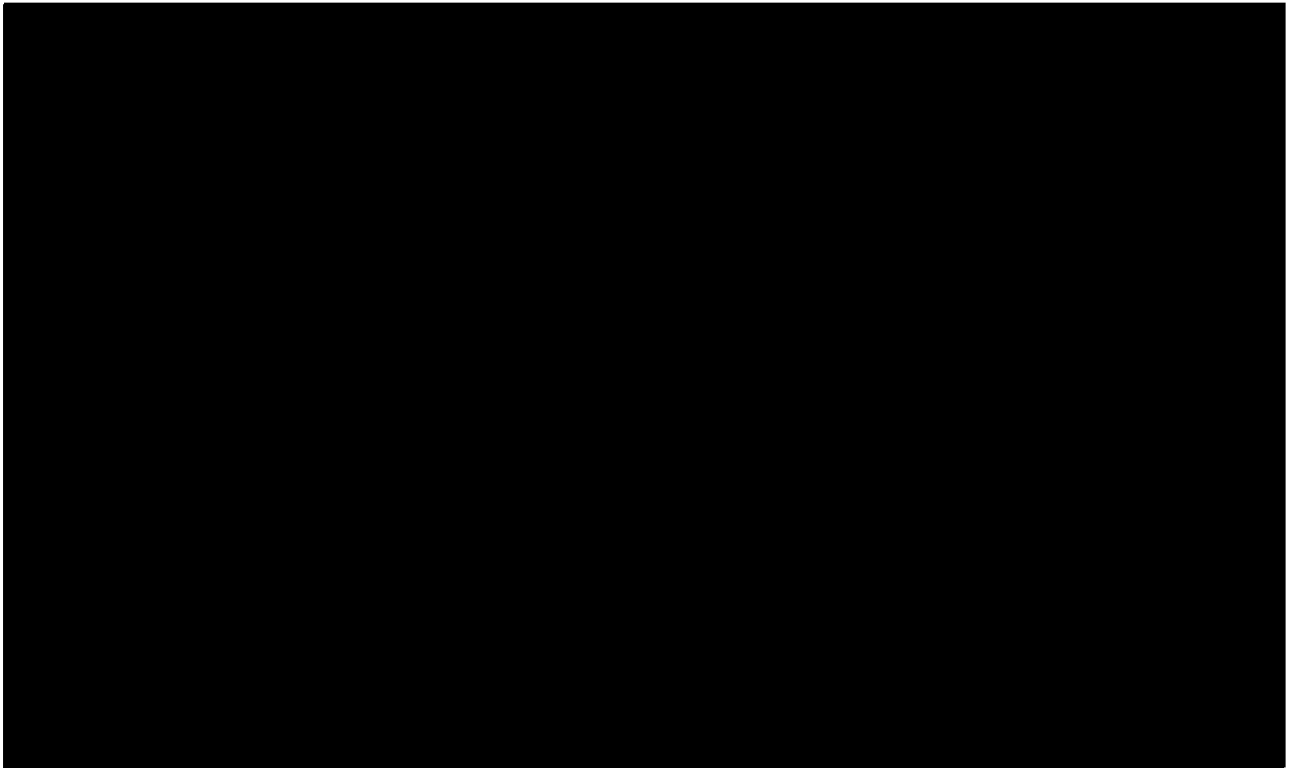


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EXHIBIT B



SERVICE LEVEL AGREEMENT

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EXHIBIT D

The table contains two columns of redacted text. The first column has four rows of redacted content, and the second column has three rows. Each row consists of a solid black rectangular block of varying lengths and positions, completely obscuring the text underneath. The redactions are consistent across both columns, suggesting a uniform level of information concealment.

EXHIBIT E

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NOTES TO AUTHORIZED USER AGREEMENT

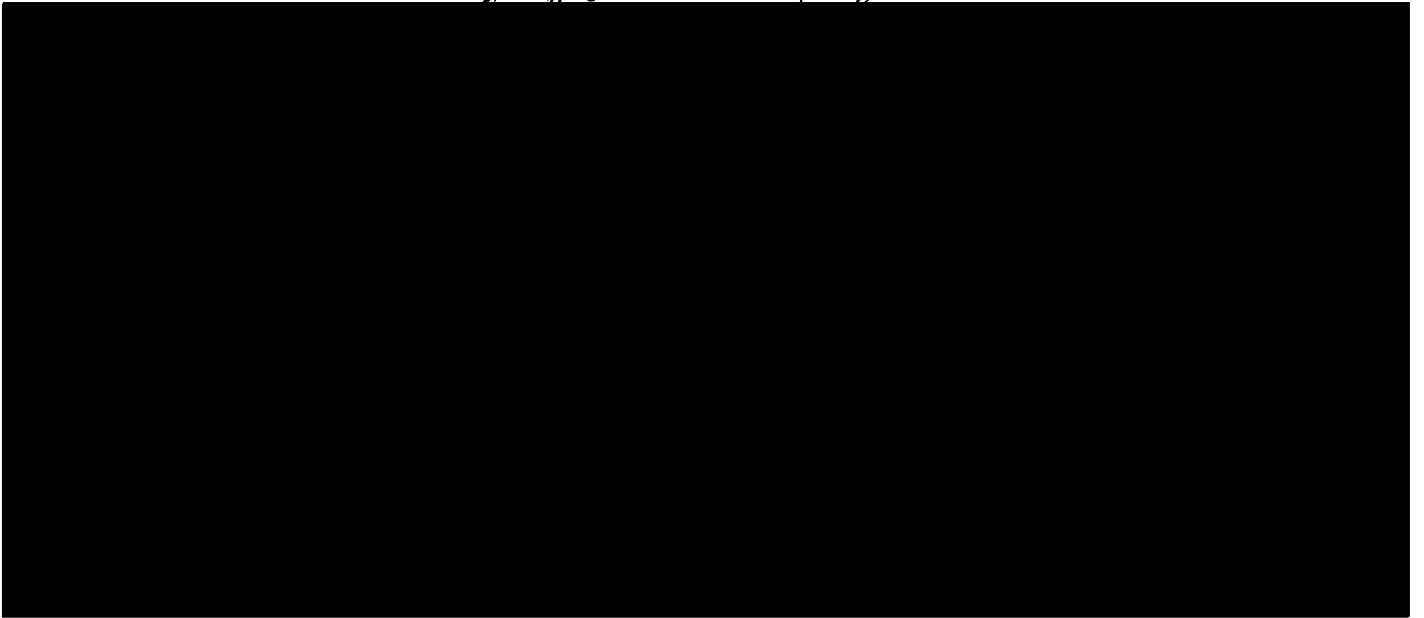
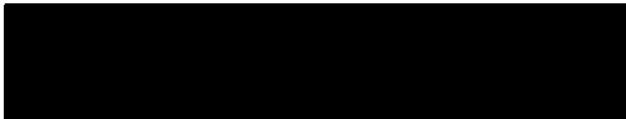
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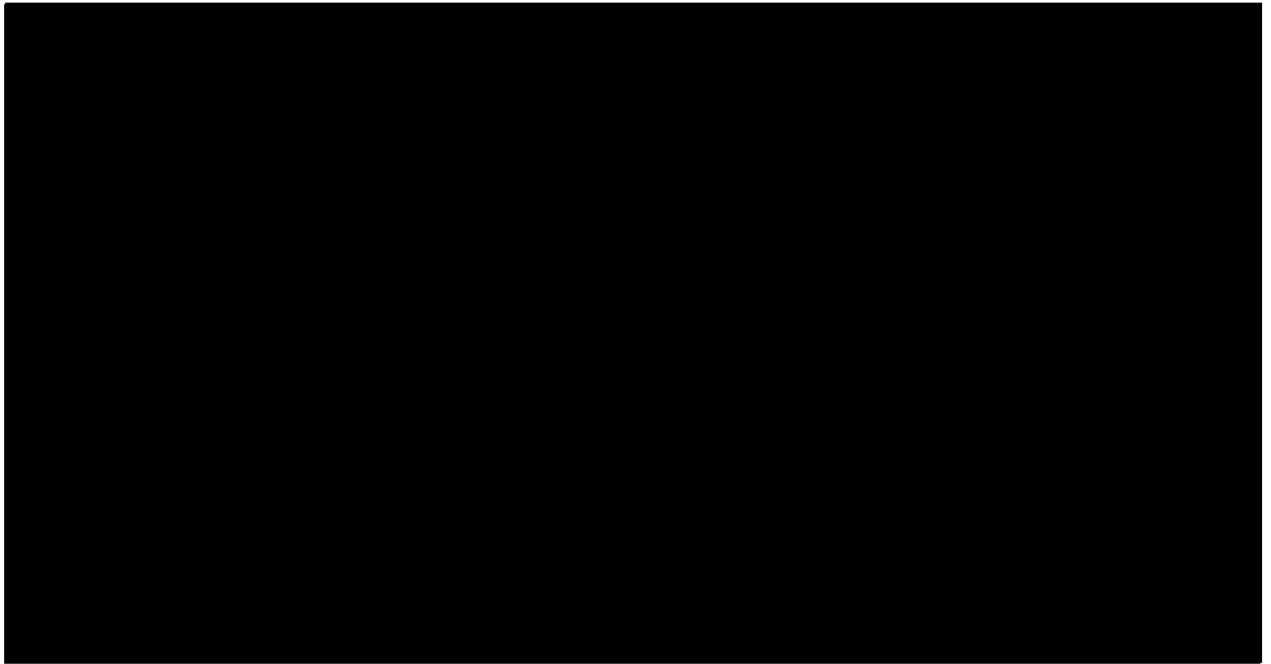


EXHIBIT I
TREB END USER LICENSE AGREEMENT

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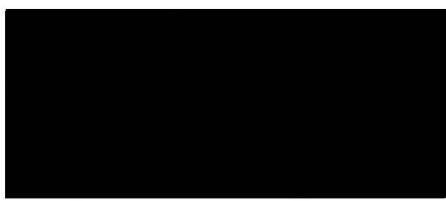
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AMENDMENT NO. 1
TO
SOFTWARE LICENSE AGREEMENT

THIS AMENDMENT NO. 1 TO SOFTWARE LICENSE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time and including all exhibits, attachments and appendices hereto, this "Amendment"), is dated as of January 19, 2005 (the "Amendment Effective Date") by and between STRATUS DATA SYSTEMS, INC., a New York corporation ("SDS") and TORONTO REAL ESTATE BOARD INC., an Ontario not-for-profit corporation ("TREB"). SDS and TREB are hereby each a "Party" and collectively, the "Parties". Capitalized terms used herein without definition have the meanings assigned to them in the Agreement referenced below.

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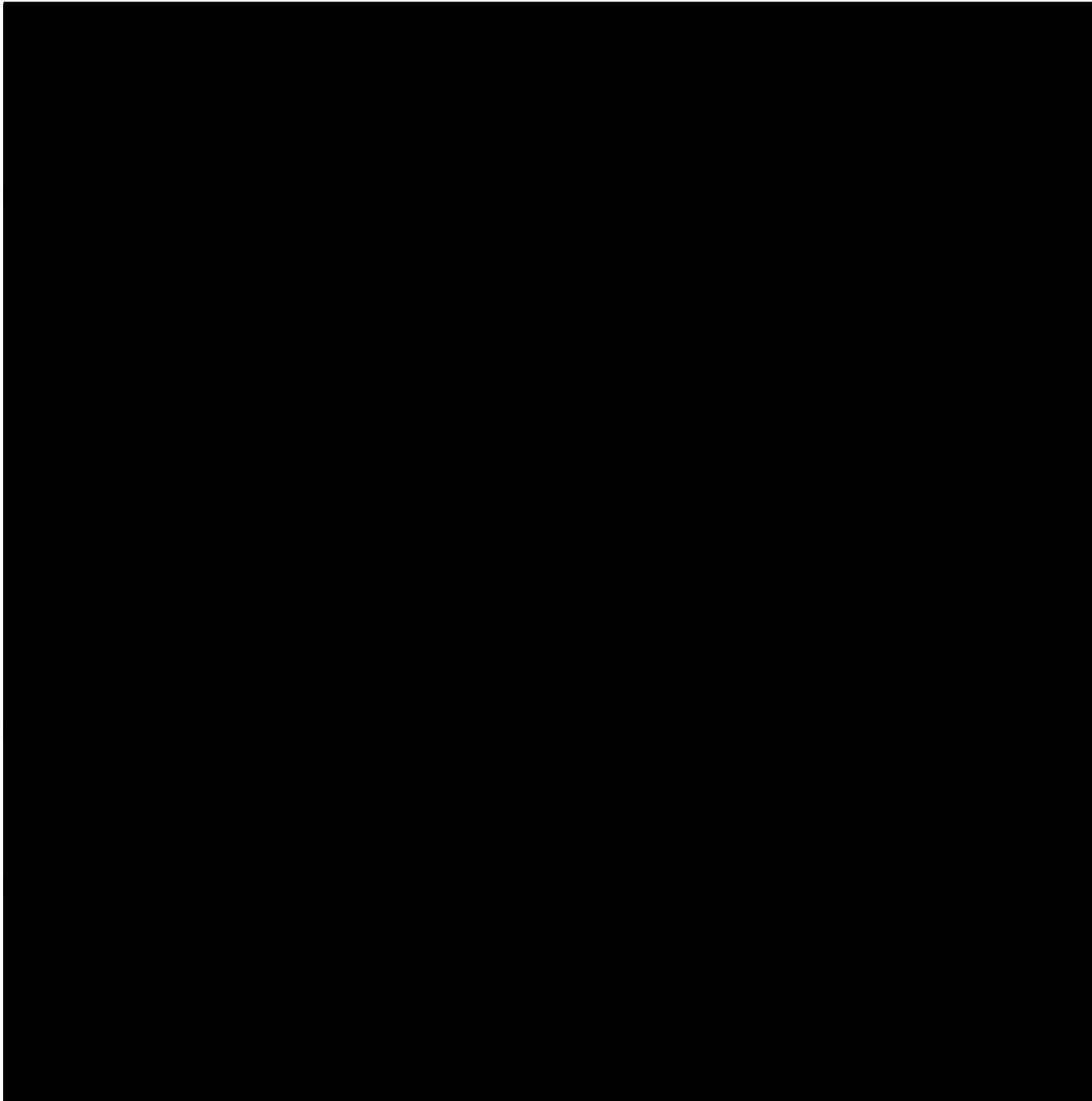
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**AMENDMENT NO. 2
TO
SOFTWARE LICENSE AGREEMENT**

THIS AMENDMENT NO. 2 TO SOFTWARE LICENSE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time and including all exhibits, attachments and appendices hereto, this "Amendment"), is dated as of October 15, 2009 (the "Amendment Effective Date") by and between STRATUS DATA SYSTEMS, INC., a New York corporation ("SDS") and TORONTO REAL ESTATE BOARD, INC., an Ontario not-for-profit corporation ("TREB"). SDS and TREB are hereby each a "Party" and collectively, the "Parties". Capitalized terms used herein without definition have the meanings assigned to them in the Agreement referenced below.

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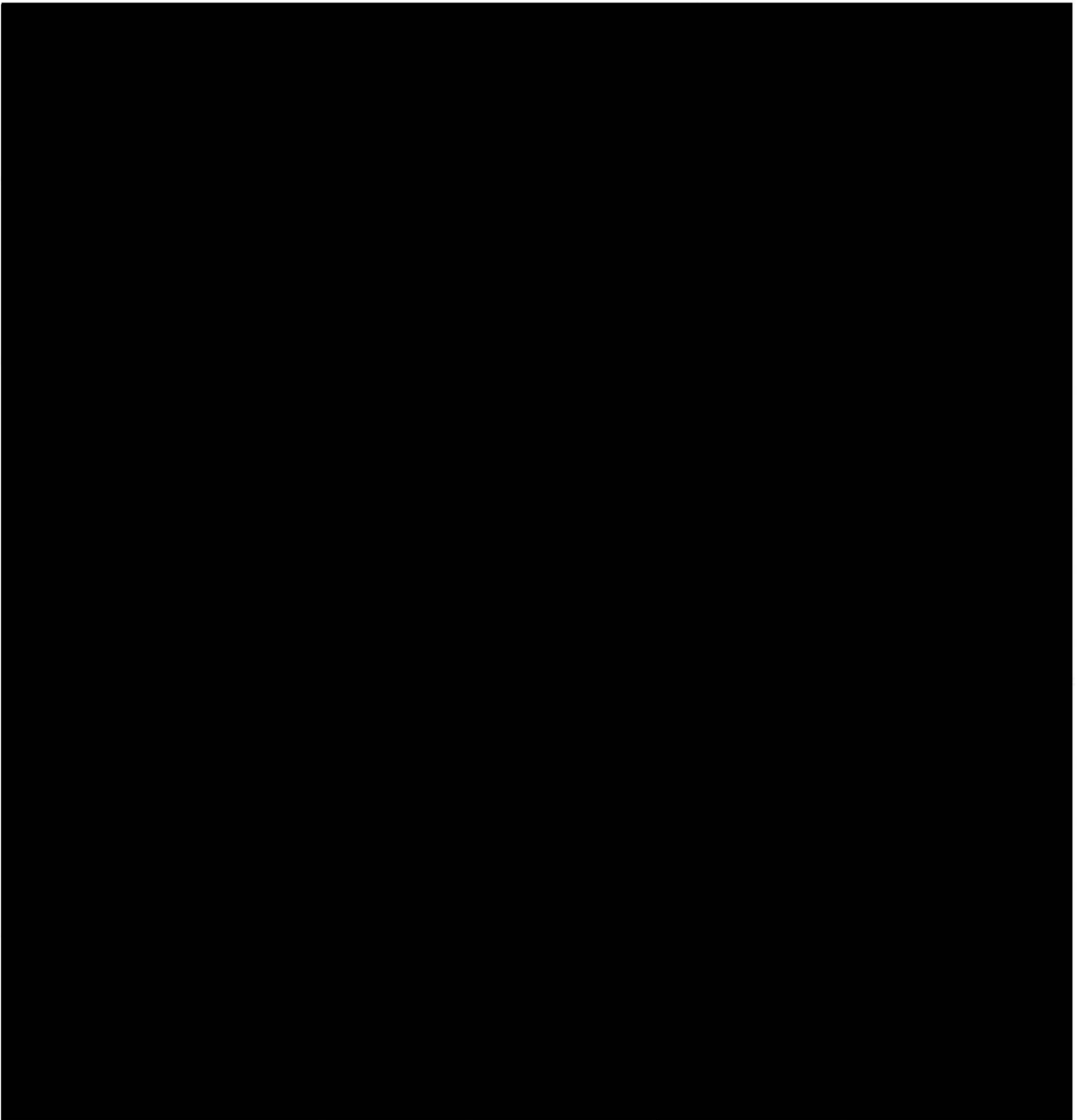
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AMENDMENT NO. 3
TO
SOFTWARE LICENSE AGREEMENT

THIS AMENDMENT NO. 3 TO SOFTWARE LICENSE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time and including all exhibits, attachments and appendices hereto, this "Amendment"), is dated as of November 30, 2011 (the "Third Amendment Effective Date"), by and between STRATUS DATA SYSTEMS, INC., a New York corporation ("SDS"), and TORONTO REAL ESTATE BOARD, INC., an Ontario not-for-profit corporation ("TREB"). SDS and TREB are hereby each a "Party" and collectively, the "Parties". Capitalized terms used herein without definition have the meanings assigned to them in the Agreement referenced below.

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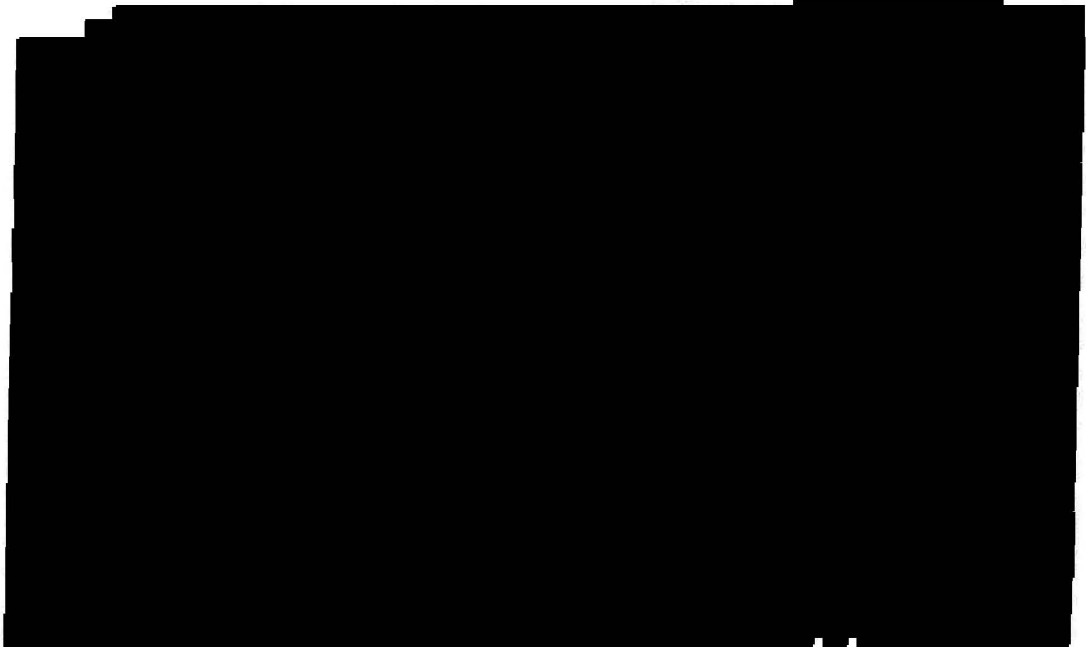
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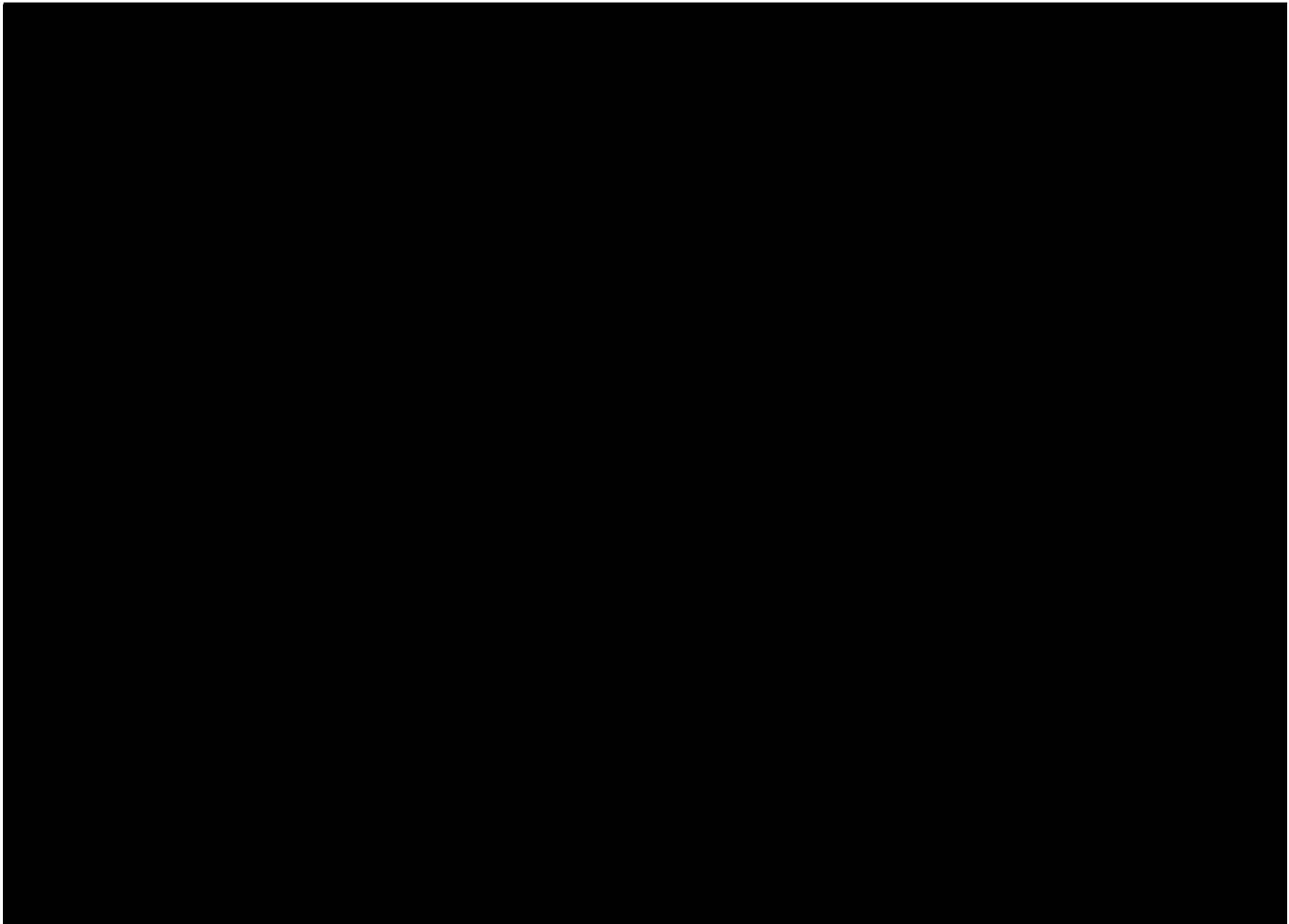


EXHIBIT E-1

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EXHIBIT E-2

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AMENDMENT NO. 4
TO
SOFTWARE LICENSE AGREEMENT

THIS AMENDMENT NO. 4 TO SOFTWARE LICENSE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time and including all exhibits, attachments and appendices hereto, this "Amendment"), is dated as of January 9th, 2014, by and between STRATUS DATA SYSTEMS, INC., a New York corporation ("SDS"), and TORONTO REAL ESTATE BOARD, INC., an Ontario not-for-profit corporation ("TREB"). SDS and TREB are hereby each a "Party" and collectively, the "Parties". Capitalized terms used herein without definition have the meanings assigned to them in the Agreement referenced below.

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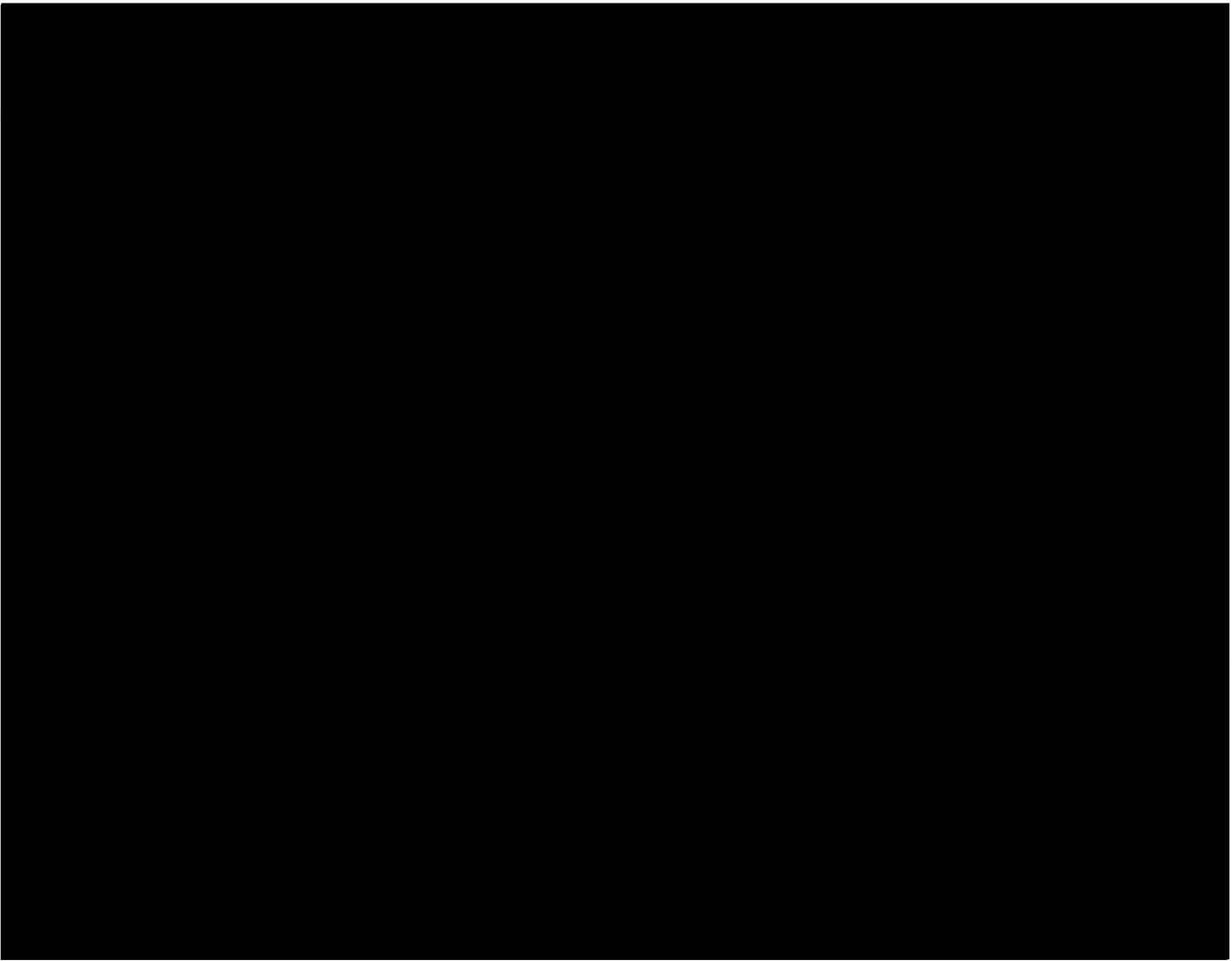
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Schedule 1

EXHIBIT F

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EXHIBIT

Q

PUBLIC Market Watch

December 2014

For All TREB Member Inquiries:
(416) 443-8152

For All Media/Public Inquiries:
(416) 443-8158



372

Economic Indicators

Real GDP Growth ⁱ			
Q3 2014	▲	2.8%	
Toronto Employment Growth ⁱⁱ			
November 2014	▼	-1.0%	
Toronto Unemployment Rate			
November 2014	▼	7.8%	
Inflation (Yr./Yr. CPI Growth) ⁱⁱ			
November 2014	▼	2.0%	
Bank of Canada Overnight Rate ⁱⁱⁱ			
December 2014	-	1.0%	
Prime Rate ^{iv}			
December 2014	-	3.0%	
Mortgage Rates (Dec. 2014) ^{iv}			
Chartered Bank Fixed Rates			
1 Year	-	3.14%	
3 Year	-	3.44%	
5 Year	-	4.79%	

Sources and Notes:

ⁱStatistics Canada, Quarter-over-quarter growth, annualized

ⁱⁱStatistics Canada, Year-over-year growth for the most recently reported month

ⁱⁱⁱBank of Canada, Rate from most recent Bank of Canada announcement

^{iv}Bank of Canada, Rates for most recently completed month

Near Record Sales in 2014

TORONTO, January 7, 2015 – Toronto Real Estate Board President Paul Etherington announced that Greater Toronto REALTORS® reported 92,867 residential sales through the TorontoMLS system in 2014, including 4,446 in December. The calendar year 2014 sales result represented a 6.7 per cent increase over the 2013 sales figure of 87,049 and was just short of the record set in 2007.

"TREB's 2014 sales figures are a testament to the importance Greater Toronto Area households continue to place on home ownership. GTA households realize that home purchases have been a quality long-term investment. While home prices certainly increased substantially in 2014, the purchase of an average priced home remained affordable, in terms of the average household's ability to comfortably cover their monthly mortgage payments," said Mr. Etherington.

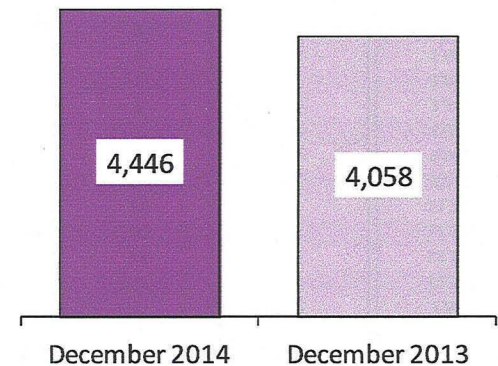
The average selling price continued to grow on a year-over-year basis in calendar year 2014, with an 8.4 per cent increase over calendar year 2013 to \$566,726. This included a seven per cent increase in the December 2014 average selling price to \$556,602. Throughout 2014, annual increases in the average selling price and the MLS® HPI Composite Benchmark were consistently reported on a monthly basis for most market segments, from detached homes through to condominium apartments.

"The strong price growth we experienced in 2014 can be explained with two words: listings shortage. The constrained supply of listings was especially evident for low-rise home types like singles, semis and town houses. The number of households looking to purchase these home types increased, while the number of homes from which they could choose decreased. This situation resulted in more competition between buyers and more aggressive offers," said Jason Mercer, TREB's Director of Market Analysis.

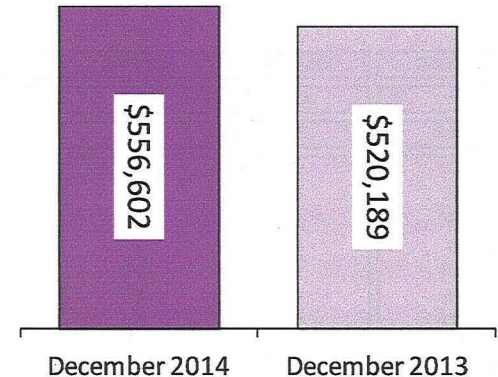
Sales & Average Price By Major Home Type^{1,7} December 2014

	Sales			Average Price		
	416	905	Total	416	905	Total
Detached	521	1,451	1,972	\$934,039	\$668,063	\$738,334
Yr./Yr. % Change	17.1%	7.3%	9.7%	8.0%	6.6%	7.7%
Semi-Detached	128	283	411	\$615,794	\$451,314	\$502,539
Yr./Yr. % Change	-5.9%	24.1%	12.9%	-4.4%	9.9%	0.9%
Townhouse	174	503	677	\$474,874	\$420,105	\$434,181
Yr./Yr. % Change	1.8%	5.2%	4.3%	5.9%	9.4%	8.3%
Condo Apartment	924	368	1,292	\$387,612	\$300,352	\$362,758
Yr./Yr. % Change	16.1%	-1.6%	10.4%	5.4%	2.2%	5.4%

TorontoMLS Sales Activity^{1,7}



TorontoMLS Average Price^{1,7}



Year-Over-Year Summary^{1,7}

	2014	2013	% Chg.
Sales	4,446	4,058	9.6%
New Listings	4,448	4,062	9.5%
Active Listings	10,230	11,418	-10.4%
Average Price	\$556,602	\$520,189	7.0%
Average DOM	32	33	-3.0%

SALES BY PRICE RANGE AND HOUSE TYPE^{1,7}

DECEMBER 2014

Price Range	Detached	Semi-Detached	Att/Row/Twnhouse	Condo Townhouse	Condo Apt	Link	Co-op Apt	Det Condo	Co-ownership Apt	Total
\$0 to \$99,999	3	0	1	0	7	0	0	0	0	11
\$100,000 to \$199,999	15	2	0	26	105	0	1	0	1	150
\$200,000 to \$299,999	63	16	15	81	455	4	2	0	1	637
\$300,000 to \$399,999	210	87	92	113	392	22	1	1	0	918
\$400,000 to \$499,999	327	128	97	83	169	9	1	2	2	818
\$500,000 to \$599,999	342	92	56	20	61	17	0	2	1	591
\$600,000 to \$699,999	301	45	33	9	45	18	0	1	0	452
\$700,000 to \$799,999	204	23	20	4	16	6	0	0	0	273
\$800,000 to \$899,999	130	9	13	1	16	1	0	0	0	170
\$900,000 to \$999,999	82	4	4	1	3	0	0	0	0	94
\$1,000,000 to \$1,249,999	110	3	5	1	10	0	0	0	0	129
\$1,250,000 to \$1,499,999	64	0	1	0	5	0	0	0	0	70
\$1,500,000 to \$1,749,999	37	2	1	0	3	0	0	0	0	43
\$1,750,000 to \$1,999,999	29	0	0	0	2	0	0	0	0	31
\$2,000,000 +	55	0	0	0	3	0	0	1	0	59
Total Sales	1,972	411	338	339	1,292	77	5	7	5	4,446
Share of Total Sales	44.4%	9.2%	7.6%	7.6%	29.1%	1.7%	0.1%	0.2%	0.1%	-
Average Price	\$738,334	\$502,539	\$502,718	\$365,847	\$362,758	\$511,349	\$287,980	\$965,429	\$384,250	\$556,602


SALES BY PRICE RANGE AND HOUSE TYPE^{1,7}

YEAR-TO-DATE, 2014

Price Range	Detached	Semi-Detached	Att/Row/Twnhouse	Condo Townhouse	Condo Apt	Link	Co-op Apt	Det Condo	Co-ownership Apt	Total
\$0 to \$99,999	21	1	3	21	107	0	5	0	3	161
\$100,000 to \$199,999	343	37	9	381	2,042	1	35	1	12	2,861
\$200,000 to \$299,999	1,711	479	479	1,712	7,093	173	26	7	29	11,709
\$300,000 to \$399,999	4,649	1,712	2,086	2,546	6,754	327	14	31	15	18,134
\$400,000 to \$499,999	7,217	3,035	2,255	1,575	3,042	225	16	20	3	17,388
\$500,000 to \$599,999	7,742	2,156	1,319	404	1,308	303	6	17	4	13,259
\$600,000 to \$699,999	6,534	1,029	650	190	702	301	8	11	0	9,425
\$700,000 to \$799,999	4,644	490	314	134	301	112	2	2	0	5,999
\$800,000 to \$899,999	3,381	312	121	55	134	15	2	1	0	4,021
\$900,000 to \$999,999	2,160	196	58	26	100	2	2	2	0	2,546
\$1,000,000 to \$1,249,999	2,720	119	72	33	137	1	1	1	1	3,085
\$1,250,000 to \$1,499,999	1,494	55	26	8	77	0	0	0	0	1,660
\$1,500,000 to \$1,749,999	838	35	6	5	39	0	0	0	0	923
\$1,750,000 to \$1,999,999	488	14	2	2	22	0	0	0	0	528
\$2,000,000 +	1,078	25	3	3	57	0	0	2	0	1,168
Total Sales	45,020	9,695	7,403	7,095	21,915	1,460	117	95	67	92,867
Share of Total Sales	48.5%	10.4%	8.0%	7.6%	23.6%	1.6%	0.1%	0.1%	0.1%	-
Average Price	\$723,052	\$526,196	\$478,491	\$376,911	\$361,859	\$495,116	\$328,609	\$524,020	\$287,084	\$566,726

SUMMARY OF EXISTING HOME TRANSACTIONS

ALL HOME TYPES, DECEMBER 2014
ALL TREB AREAS

	Number of Sales	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	SNLR (Trend) ⁸	Active Listings ³	Mos. Inv. (Trend) ⁹	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	4,446	\$2,474,654,384	\$556,602	\$455,750	4,448	59.6%	10,230	2.2	98%	32
Halton Region	341	\$207,708,006	\$609,114	\$508,500	314	64.2%	838	2.1	97%	36
Burlington	73	\$38,266,889	\$524,204	\$479,000	71	66.9%	202	2.3	95%	35
Halton Hills	45	\$24,241,550	\$538,701	\$485,000	35	65.4%	127	2.2	97%	41
Milton	99	\$48,669,436	\$491,610	\$448,000	81	67.1%	135	1.5	98%	31
Oakville	124	\$96,530,131	\$778,469	\$628,500	127	60.5%	374	2.4	96%	38
Peel Region	912	\$428,038,667	\$469,341	\$435,000	941	58.9%	1,960	2.1	98%	32
Brampton	419	\$187,621,842	\$447,785	\$420,000	421	60.8%	681	1.9	98%	31
Caledon	36	\$22,309,900	\$619,719	\$592,500	36	57.2%	150	3.4	97%	54
Mississauga	457	\$218,106,925	\$477,258	\$441,000	484	57.6%	1,129	2.2	98%	31
City of Toronto	1,762	\$1,012,336,979	\$574,539	\$441,500	1,899	56.4%	4,431	2.4	99%	31
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 										
York Region	817	\$585,659,301	\$716,841	\$617,000	734	59.4%	1,787	2.2	98%	33
Aurora	44	\$34,775,527	\$790,353	\$584,500	35	64.6%	90	2.0	96%	40
E. Gwillimbury	15	\$8,139,000	\$542,600	\$490,000	12	66.8%	50	2.4	98%	44
Georgina	42	\$13,695,300	\$326,079	\$344,000	35	66.7%	94	2.3	97%	36
King	13	\$18,370,000	\$1,413,077	\$875,000	20	40.8%	138	6.3	95%	60
Markham	214	\$149,560,822	\$698,882	\$650,000	224	61.9%	410	1.8	99%	31
Newmarket	71	\$39,381,267	\$554,666	\$479,500	41	71.7%	76	1.3	98%	27
Richmond Hill	176	\$143,763,377	\$816,837	\$680,000	154	55.4%	364	2.2	97%	32
Vaughan	210	\$156,363,928	\$744,590	\$650,500	178	55.2%	454	2.4	97%	32
Whitchurch-Stouffville	32	\$21,610,080	\$675,315	\$616,500	35	62.9%	111	2.6	97%	48
Durham Region	478	\$184,930,913	\$386,885	\$361,950	436	69.9%	746	1.5	99%	27
Ajax	80	\$35,849,650	\$448,121	\$423,000	86	75.0%	78	1.0	99%	18
Brock	13	\$3,402,443	\$261,726	\$260,500	10	57.4%	53	4.9	96%	57
Clarington	78	\$27,631,302	\$354,247	\$340,950	73	68.3%	133	1.6	98%	32
Oshawa	128	\$38,789,700	\$303,045	\$299,250	112	70.0%	159	1.3	98%	30
Pickering	78	\$34,179,599	\$438,200	\$416,000	58	69.5%	96	1.4	99%	21
Scugog	12	\$4,827,499	\$402,292	\$367,500	16	58.6%	61	3.6	97%	47
Uxbridge	21	\$10,852,600	\$516,790	\$486,100	14	61.8%	64	3.8	97%	35
Whitby	68	\$29,398,120	\$432,325	\$417,000	67	72.2%	102	1.2	99%	19
Dufferin County	33	\$11,973,250	\$362,826	\$354,000	26	65.4%	82	2.9	97%	57
Orangeville	33	\$11,973,250	\$362,826	\$354,000	26	65.4%	82	2.9	97%	57
Simcoe County	103	\$44,007,268	\$427,255	\$407,000	98	60.4%	386	3.4	97%	54
Adjala-Tosorontio	6	\$3,215,500	\$535,917	\$572,500	7	52.7%	49	5.5	95%	72
Bradford West Gwillimbury	40	\$17,878,580	\$446,965	\$430,000	31	59.7%	82	2.7	98%	37
Essa	10	\$4,723,188	\$472,319	\$419,500	8	66.9%	39	3.0	96%	75
Innisfil	26	\$9,587,500	\$368,750	\$346,000	26	54.5%	135	3.9	97%	51
New Tecumseth	21	\$8,602,500	\$409,643	\$383,000	26	67.6%	81	3.2	97%	74


SUMMARY OF EXISTING HOME TRANSACTIONS

ALL HOME TYPES, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Number of Sales	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	SNLR (Trend) ⁸	Active Listings ³	Mos. Inv. (Trend) ⁹	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	4,446	\$2,474,654,384	\$556,602	\$455,750	4,448	59.6%	10,230	2.2	98%	32
City of Toronto Total	1,762	\$1,012,336,979	\$574,539	\$441,500	1,899	56.4%	4,431	2.4	99%	31
Toronto West	448	\$224,627,483	\$501,401	\$440,000	482	57.3%	1,145	2.4	99%	33
Toronto W01	18	\$8,820,299	\$490,017	\$364,000	21	52.5%	79	2.7	103%	30
Toronto W02	31	\$21,144,952	\$682,095	\$649,000	27	69.8%	55	1.3	102%	30
Toronto W03	40	\$20,073,950	\$501,849	\$496,500	38	59.8%	69	1.6	99%	30
Toronto W04	41	\$17,680,401	\$431,229	\$425,000	46	61.4%	92	2.1	98%	34
Toronto W05	80	\$31,567,665	\$394,596	\$430,000	81	61.8%	140	2.4	98%	31
Toronto W06	67	\$33,157,867	\$494,894	\$400,000	81	45.4%	281	3.7	100%	36
Toronto W07	9	\$8,909,750	\$989,972	\$936,000	5	72.0%	25	1.2	98%	30
Toronto W08	90	\$52,769,250	\$586,325	\$390,500	93	55.1%	227	2.7	97%	36
Toronto W09	29	\$14,041,950	\$484,205	\$572,000	24	62.1%	44	2.1	98%	33
Toronto W10	43	\$16,461,400	\$382,823	\$416,000	66	58.4%	133	2.4	98%	30
Toronto Central	821	\$547,253,436	\$666,569	\$425,000	1,002	50.7%	2,623	2.9	98%	34
Toronto C01	240	\$116,510,909	\$485,462	\$390,550	327	44.8%	920	3.7	98%	38
Toronto C02	30	\$31,155,286	\$1,038,510	\$833,393	38	48.6%	151	3.7	99%	39
Toronto C03	23	\$21,270,843	\$924,819	\$713,500	33	55.7%	81	2.3	98%	29
Toronto C04	46	\$56,887,043	\$1,236,675	\$1,350,000	34	56.5%	95	2.2	98%	36
Toronto C06	22	\$12,035,888	\$547,086	\$375,750	26	50.8%	60	3.1	98%	32
Toronto C07	70	\$42,495,668	\$607,081	\$422,500	74	52.0%	153	2.8	98%	36
Toronto C08	84	\$40,830,099	\$486,073	\$445,000	101	53.8%	253	2.6	98%	31
Toronto C09	12	\$18,944,900	\$1,578,742	\$1,163,500	14	54.1%	43	2.8	96%	54
Toronto C10	20	\$12,811,944	\$640,597	\$575,500	26	60.1%	81	1.9	100%	24
Toronto C11	23	\$12,370,800	\$537,861	\$270,000	18	73.3%	32	1.3	102%	24
Toronto C12	20	\$47,198,900	\$2,359,945	\$1,654,500	26	47.9%	98	3.9	95%	36
Toronto C13	38	\$28,538,339	\$751,009	\$485,000	43	65.9%	75	1.5	97%	20
Toronto C14	123	\$70,819,500	\$575,768	\$405,000	133	46.0%	323	3.3	98%	35
Toronto C15	70	\$35,383,317	\$505,476	\$376,500	109	53.6%	258	2.5	99%	31
Toronto East	493	\$240,456,060	\$487,740	\$465,000	415	67.3%	663	1.4	101%	24
Toronto E01	29	\$18,560,407	\$640,014	\$630,693	28	67.8%	46	1.1	106%	13
Toronto E02	33	\$25,382,971	\$769,181	\$532,000	18	67.8%	33	1.2	100%	29
Toronto E03	57	\$37,765,600	\$662,554	\$660,000	45	68.8%	43	1.0	101%	18
Toronto E04	59	\$24,851,540	\$421,213	\$480,000	53	69.4%	65	1.3	100%	24
Toronto E05	50	\$25,529,488	\$510,590	\$419,000	39	71.5%	56	1.1	100%	23
Toronto E06	22	\$11,423,784	\$519,263	\$473,700	27	58.4%	34	1.5	102%	12
Toronto E07	59	\$23,395,488	\$396,534	\$313,000	38	63.1%	101	1.8	98%	32
Toronto E08	29	\$14,449,665	\$498,264	\$505,000	35	64.2%	61	1.7	103%	19
Toronto E09	74	\$27,193,329	\$367,477	\$318,000	65	66.9%	106	1.7	99%	29
Toronto E10	30	\$15,107,550	\$503,585	\$493,000	25	65.5%	59	1.6	100%	20
Toronto E11	51	\$16,796,238	\$329,338	\$315,000	42	72.1%	59	1.4	100%	25

SUMMARY OF EXISTING HOME TRANSACTIONS

ALL HOME TYPES, YEAR-TO-DATE 2014
ALL TREB AREAS

	Number of Sales	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	92,867	\$52,630,187,718	\$566,726	\$475,000	155,902	99%	24
Halton Region	7,783	\$4,846,348,520	\$622,684	\$530,000	12,125	98%	25
Burlington	1,570	\$875,648,233	\$557,738	\$495,000	2,347	98%	30
Halton Hills	1,011	\$509,852,437	\$504,305	\$469,000	1,546	98%	25
Milton	2,223	\$1,091,862,119	\$491,166	\$458,000	3,312	99%	21
Oakville	2,979	\$2,368,985,732	\$795,229	\$679,000	4,920	98%	26
Peel Region	19,436	\$9,423,858,555	\$484,866	\$440,100	32,993	98%	24
Brampton	8,332	\$3,699,462,399	\$444,007	\$420,000	13,694	98%	24
Caledon	923	\$564,480,484	\$611,571	\$560,000	1,613	97%	37
Mississauga	10,181	\$5,159,915,672	\$506,818	\$457,600	17,686	98%	24
City of Toronto	34,922	\$21,321,756,660	\$610,554	\$482,000	61,944	100%	24
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 							
York Region	17,029	\$11,673,746,311	\$685,522	\$620,000	28,676	99%	24
Aurora	927	\$609,903,154	\$657,932	\$576,000	1,435	98%	24
E. Gwillimbury	360	\$212,333,690	\$589,816	\$507,500	539	97%	37
Georgina	897	\$329,336,155	\$367,153	\$352,900	1,344	98%	30
King	325	\$318,045,861	\$978,603	\$830,000	796	96%	47
Markham	4,723	\$3,343,625,312	\$707,945	\$651,800	7,635	100%	21
Newmarket	1,472	\$782,186,192	\$531,376	\$505,000	2,052	99%	21
Richmond Hill	3,523	\$2,685,296,849	\$762,219	\$698,000	6,363	99%	22
Vaughan	3,972	\$2,846,582,292	\$716,662	\$651,250	7,192	98%	24
Whitchurch-Stouffville	830	\$546,436,808	\$658,358	\$590,000	1,320	97%	29
Durham Region	10,841	\$4,246,335,100	\$391,692	\$365,000	15,513	99%	21
Ajax	1,988	\$854,752,786	\$429,956	\$402,000	2,649	99%	16
Brock	209	\$59,861,905	\$286,421	\$252,000	364	96%	57
Clarington	1,760	\$599,257,240	\$340,487	\$320,350	2,576	99%	22
Oshawa	2,723	\$845,466,659	\$310,491	\$295,000	3,892	99%	19
Pickering	1,400	\$652,888,655	\$466,349	\$434,500	2,013	99%	18
Scugog	353	\$154,162,311	\$436,720	\$401,500	602	97%	43
Uxbridge	345	\$190,221,500	\$551,367	\$486,000	558	97%	42
Whitby	2,063	\$889,724,044	\$431,277	\$401,900	2,859	99%	17
Dufferin County	607	\$220,809,983	\$363,773	\$340,000	928	98%	39
Orangeville	607	\$220,809,983	\$363,773	\$340,000	928	98%	39
Simcoe County	2,249	\$897,332,588	\$398,992	\$370,000	3,723	97%	41
Adjala-Tosorontio	156	\$72,712,323	\$466,105	\$419,000	296	97%	61
Bradford West Gwillimbury	629	\$289,737,184	\$460,631	\$443,000	1,054	98%	31
Essa	275	\$93,888,494	\$341,413	\$300,000	411	98%	44
Innisfil	572	\$220,351,140	\$385,229	\$345,000	1,049	97%	42
New Tecumseth	617	\$220,643,447	\$357,607	\$338,000	913	97%	45


SUMMARY OF EXISTING HOME TRANSACTIONS

ALL HOME TYPES, YEAR-TO-DATE 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Number of Sales	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	92,867	\$52,630,187,718	\$566,726	\$475,000	155,902	99%	24
City of Toronto Total	34,922	\$21,321,756,660	\$610,554	\$482,000	61,944	100%	24
Toronto West	8,747	\$4,615,150,072	\$527,627	\$469,000	15,264	100%	26
Toronto W01	537	\$349,543,053	\$650,918	\$530,000	1,023	102%	24
Toronto W02	869	\$588,158,620	\$676,822	\$647,000	1,245	104%	17
Toronto W03	714	\$343,206,541	\$480,681	\$480,000	1,194	102%	19
Toronto W04	774	\$334,352,932	\$431,981	\$430,500	1,260	100%	25
Toronto W05	1,163	\$465,074,831	\$399,892	\$430,000	1,882	98%	31
Toronto W06	1,206	\$593,425,921	\$492,061	\$465,000	2,656	100%	31
Toronto W07	290	\$238,426,506	\$822,160	\$770,500	403	102%	15
Toronto W08	1,782	\$1,135,207,370	\$637,041	\$498,950	3,237	99%	28
Toronto W09	520	\$253,500,480	\$487,501	\$531,500	837	99%	25
Toronto W10	892	\$314,253,818	\$352,302	\$395,000	1,527	98%	29
Toronto Central	16,061	\$11,603,842,916	\$722,486	\$485,000	31,649	99%	27
Toronto C01	4,364	\$2,141,038,759	\$490,614	\$408,000	9,747	99%	30
Toronto C02	729	\$819,378,149	\$1,123,976	\$860,000	1,501	100%	26
Toronto C03	560	\$629,787,236	\$1,124,620	\$763,500	1,006	100%	22
Toronto C04	1,029	\$1,315,862,060	\$1,278,778	\$1,200,000	1,822	100%	21
Toronto C06	356	\$214,845,861	\$603,500	\$585,450	701	99%	27
Toronto C07	1,218	\$793,103,206	\$651,152	\$459,500	2,342	98%	29
Toronto C08	1,603	\$761,999,517	\$475,358	\$416,000	2,979	99%	27
Toronto C09	333	\$533,607,662	\$1,602,425	\$1,380,000	616	98%	25
Toronto C10	623	\$466,987,247	\$749,578	\$658,000	1,037	102%	19
Toronto C11	542	\$397,509,032	\$733,411	\$425,900	739	102%	20
Toronto C12	430	\$816,840,253	\$1,899,628	\$1,600,000	897	97%	30
Toronto C13	830	\$592,467,407	\$713,816	\$527,000	1,260	101%	19
Toronto C14	1,879	\$1,228,078,091	\$653,581	\$431,000	4,084	98%	30
Toronto C15	1,565	\$892,338,437	\$570,184	\$440,000	2,918	100%	24
Toronto East	10,114	\$5,102,763,673	\$504,525	\$492,000	15,031	102%	19
Toronto E01	901	\$597,742,838	\$663,422	\$649,000	1,329	106%	13
Toronto E02	806	\$605,614,834	\$751,383	\$675,000	1,189	102%	14
Toronto E03	1,058	\$670,512,765	\$633,755	\$608,500	1,537	105%	14
Toronto E04	1,213	\$519,138,100	\$427,979	\$465,000	1,748	101%	19
Toronto E05	1,076	\$512,631,686	\$476,424	\$400,000	1,505	102%	17
Toronto E06	463	\$257,340,174	\$555,810	\$505,000	793	101%	15
Toronto E07	1,019	\$452,301,205	\$443,868	\$415,000	1,616	102%	22
Toronto E08	650	\$301,592,922	\$463,989	\$472,500	1,013	100%	22
Toronto E09	1,324	\$499,371,834	\$377,169	\$355,250	1,980	100%	24
Toronto E10	684	\$343,947,820	\$502,848	\$490,000	1,045	101%	20
Toronto E11	920	\$342,569,495	\$372,358	\$370,000	1,276	100%	21

SUMMARY OF EXISTING HOME TRANSACTIONS

DETACHED HOUSES, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	1,972	\$1,455,994,250	\$738,334	\$607,250	1,826	4,403	98%	33
Halton Region	175	\$132,489,075	\$757,080	\$643,000	175	563	96%	42
Burlington	39	\$26,700,134	\$684,619	\$620,000	36	123	96%	43
Halton Hills	36	\$20,833,050	\$578,696	\$547,450	25	105	96%	46
Milton	43	\$25,904,450	\$602,429	\$570,000	50	100	98%	41
Oakville	57	\$59,051,441	\$1,035,990	\$767,000	64	235	96%	38
Peel Region	404	\$246,119,190	\$609,206	\$574,500	406	921	97%	32
Brampton	232	\$122,109,340	\$526,333	\$519,450	229	404	98%	31
Caledon	33	\$21,052,400	\$637,952	\$620,000	31	143	96%	55
Mississauga	139	\$102,957,450	\$740,701	\$686,000	146	374	98%	28
City of Toronto	521	\$486,634,511	\$934,039	\$695,000	470	871	99%	27
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	448	\$407,748,652	\$910,153	\$770,000	360	1,011	97%	33
Aurora	27	\$26,670,777	\$987,807	\$648,000	21	60	95%	51
E. Gwillimbury	14	\$7,769,000	\$554,929	\$502,500	8	47	97%	47
Georgina	37	\$12,332,300	\$333,305	\$354,900	34	86	97%	33
King	10	\$17,010,000	\$1,701,000	\$972,500	16	114	94%	62
Markham	85	\$83,985,077	\$988,060	\$868,000	75	128	99%	24
Newmarket	47	\$29,586,367	\$629,497	\$587,000	25	50	97%	28
Richmond Hill	93	\$105,418,113	\$1,133,528	\$926,500	68	178	96%	31
Vaughan	109	\$106,090,438	\$973,307	\$840,000	82	240	96%	32
Whitchurch-Stouffville	26	\$18,886,580	\$726,407	\$676,900	31	108	96%	49
Durham Region	313	\$135,504,704	\$432,922	\$420,000	315	606	98%	29
Ajax	50	\$25,320,750	\$506,415	\$500,250	62	52	99%	19
Brock	12	\$3,246,443	\$270,537	\$261,250	9	52	96%	59
Clarington	48	\$18,730,112	\$390,211	\$361,950	47	107	98%	38
Oshawa	90	\$30,558,100	\$339,534	\$330,050	87	119	98%	31
Pickering	38	\$20,908,400	\$550,221	\$507,500	40	72	100%	19
Scugog	11	\$4,577,499	\$416,136	\$387,500	14	60	96%	46
Uxbridge	17	\$9,639,500	\$567,029	\$533,000	11	59	97%	39
Whitby	47	\$22,523,900	\$479,232	\$463,000	45	85	98%	23
Dufferin County	26	\$10,104,350	\$388,629	\$381,000	21	78	97%	64
Orangeville	26	\$10,104,350	\$388,629	\$381,000	21	78	97%	64
Simcoe County	85	\$37,393,768	\$439,927	\$417,200	79	353	97%	56
Adjala-Tosorontio	6	\$3,215,500	\$535,917	\$572,500	7	49	95%	72
Bradford West Gwillimbury	29	\$13,970,080	\$481,727	\$464,500	24	77	97%	41
Essa	10	\$4,723,188	\$472,319	\$419,500	7	38	96%	75
Innisfil	24	\$9,060,500	\$377,521	\$362,500	24	128	97%	54
New Tecumseth	16	\$6,424,500	\$401,531	\$373,750	17	61	97%	67


SUMMARY OF EXISTING HOME TRANSACTIONS

DETACHED HOUSES, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	1,972	\$1,455,994,250	\$738,334	\$607,250	1,826	4,403	98%	33
City of Toronto Total	521	\$486,634,511	\$934,039	\$695,000	470	871	99%	27
Toronto West	165	\$118,628,963	\$718,963	\$612,000	163	323	99%	30
Toronto W01	4	\$3,958,000	\$989,500	\$956,500	3	6	110%	15
Toronto W02	9	\$8,526,914	\$947,435	\$781,000	8	16	104%	22
Toronto W03	21	\$11,249,800	\$535,705	\$525,000	21	37	99%	34
Toronto W04	19	\$10,728,899	\$564,679	\$517,000	23	40	99%	29
Toronto W05	23	\$13,487,300	\$586,404	\$542,000	21	31	98%	30
Toronto W06	13	\$8,643,100	\$664,854	\$660,100	13	39	103%	34
Toronto W07	9	\$8,909,750	\$989,972	\$936,000	4	16	98%	30
Toronto W08	30	\$32,161,250	\$1,072,042	\$912,500	32	76	97%	37
Toronto W09	15	\$9,665,950	\$644,397	\$612,500	12	19	98%	31
Toronto W10	22	\$11,298,000	\$513,545	\$505,000	26	43	99%	24
Toronto Central	147	\$229,045,638	\$1,558,134	\$1,325,000	134	345	97%	35
Toronto C01	4	\$4,158,000	\$1,039,500	\$799,000	2	2	90%	23
Toronto C02	5	\$6,285,000	\$1,257,000	\$1,325,000	7	18	100%	38
Toronto C03	11	\$14,063,018	\$1,278,456	\$1,065,000	14	29	98%	30
Toronto C04	33	\$48,579,543	\$1,472,107	\$1,390,000	21	62	97%	39
Toronto C06	9	\$7,550,888	\$838,988	\$815,000	10	24	98%	35
Toronto C07	22	\$24,229,900	\$1,101,359	\$993,000	18	42	99%	42
Toronto C08	-	-	-	-	-	2	-	-
Toronto C09	5	\$14,314,000	\$2,862,800	\$2,050,000	3	16	96%	93
Toronto C10	1	\$1,625,000	\$1,625,000	\$1,625,000	3	8	96%	12
Toronto C11	4	\$6,743,000	\$1,685,750	\$1,655,000	2	4	104%	30
Toronto C12	15	\$44,289,000	\$2,952,600	\$2,350,000	15	70	94%	37
Toronto C13	11	\$17,773,889	\$1,615,808	\$1,225,000	6	10	95%	19
Toronto C14	19	\$28,239,800	\$1,486,305	\$1,315,000	18	34	98%	26
Toronto C15	8	\$11,194,600	\$1,399,325	\$1,330,400	15	24	102%	22
Toronto East	209	\$138,959,911	\$664,880	\$590,000	173	203	101%	19
Toronto E01	3	\$2,569,400	\$856,467	\$650,000	6	7	107%	7
Toronto E02	9	\$12,995,731	\$1,443,970	\$860,000	4	9	101%	30
Toronto E03	41	\$30,612,900	\$746,656	\$725,000	30	25	101%	17
Toronto E04	29	\$15,894,840	\$548,098	\$535,000	24	20	101%	18
Toronto E05	17	\$13,087,788	\$769,870	\$812,900	8	11	100%	27
Toronto E06	15	\$8,386,400	\$559,093	\$512,900	22	23	101%	11
Toronto E07	15	\$10,450,388	\$696,693	\$703,800	9	19	98%	21
Toronto E08	19	\$12,034,265	\$633,382	\$545,000	17	26	103%	14
Toronto E09	29	\$14,728,799	\$507,890	\$501,000	22	19	100%	22
Toronto E10	18	\$10,610,700	\$589,483	\$533,500	14	30	99%	20
Toronto E11	14	\$7,588,700	\$542,050	\$568,950	17	14	100%	16

SUMMARY OF EXISTING HOME TRANSACTIONS

SEMI-DETACHED HOUSES, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	411	\$206,543,573	\$502,539	\$472,900	362	398	100%	21
Halton Region	21	\$9,814,186	\$467,342	\$447,500	13	22	100%	19
Burlington	5	\$2,220,400	\$444,080	\$433,000	5	2	100%	9
Halton Hills	3	\$1,349,500	\$449,833	\$447,500	2	4	102%	14
Milton	8	\$3,755,286	\$469,411	\$458,750	5	7	100%	20
Oakville	5	\$2,489,000	\$497,800	\$518,000	1	9	98%	29
Peel Region	158	\$68,622,364	\$434,319	\$423,900	159	173	99%	23
Brampton	84	\$32,827,701	\$390,806	\$382,000	94	104	98%	24
Caledon	3	\$1,257,500	\$419,167	\$425,000	1	2	98%	38
Mississauga	71	\$34,537,163	\$486,439	\$473,000	64	67	99%	22
City of Toronto	128	\$78,821,638	\$615,794	\$580,950	108	137	103%	21
TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	68	\$37,981,290	\$558,548	\$567,700	54	41	99%	18
Aurora	5	\$2,355,200	\$471,040	\$488,000	5	3	99%	11
E. Gwillimbury	-	-	-	-	3	3	-	-
Georgina	-	-	-	-	-	-	-	-
King	-	-	-	-	-	-	-	-
Markham	12	\$7,821,500	\$651,792	\$625,500	9	9	100%	15
Newmarket	11	\$4,786,400	\$435,127	\$440,000	7	7	99%	17
Richmond Hill	6	\$3,426,000	\$571,000	\$567,500	8	5	99%	15
Vaughan	31	\$18,121,190	\$584,555	\$578,000	18	13	100%	22
Whitchurch-Stouffville	3	\$1,471,000	\$490,333	\$490,000	4	1	100%	3
Durham Region	32	\$9,877,195	\$308,662	\$297,500	23	21	99%	22
Ajax	3	\$1,275,000	\$425,000	\$423,000	5	5	104%	6
Brock	-	-	-	-	-	-	-	-
Clarington	2	\$581,400	\$290,700	\$290,700	3	2	100%	20
Oshawa	14	\$3,254,000	\$232,429	\$240,750	9	9	98%	27
Pickering	8	\$3,186,900	\$398,363	\$393,500	4	3	98%	19
Scugog	1	\$250,000	\$250,000	\$250,000	-	-	104%	49
Uxbridge	1	\$305,000	\$305,000	\$305,000	1	-	90%	26
Whitby	3	\$1,024,895	\$341,632	\$339,995	1	2	101%	13
Dufferin County	2	\$596,900	\$298,450	\$298,450	2	2	97%	48
Orangeville	2	\$596,900	\$298,450	\$298,450	2	2	97%	48
Simcoe County	2	\$830,000	\$415,000	\$415,000	3	2	99%	11
Adjala-Tosorontio	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	2	\$830,000	\$415,000	\$415,000	2	1	99%	11
Essa	-	-	-	-	1	1	-	-
Innisfil	-	-	-	-	-	-	-	-
New Tecumseth	-	-	-	-	-	-	-	-


SUMMARY OF EXISTING HOME TRANSACTIONS

SEMI-DETACHED HOUSES, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	411	\$206,543,573	\$502,539	\$472,900	362	398	100%	21
City of Toronto Total	128	\$78,821,638	\$615,794	\$580,950	108	137	103%	21
Toronto West	56	\$30,135,694	\$538,137	\$508,500	46	68	100%	27
Toronto W01	-	-	-	-	-	-	-	-
Toronto W02	8	\$5,867,505	\$733,438	\$671,003	5	9	101%	25
Toronto W03	13	\$6,936,000	\$533,538	\$523,000	9	18	98%	29
Toronto W04	5	\$2,526,000	\$505,200	\$511,000	3	8	97%	15
Toronto W05	17	\$8,466,400	\$498,024	\$467,000	19	25	99%	34
Toronto W06	6	\$2,602,789	\$433,798	\$423,395	5	2	113%	3
Toronto W07	-	-	-	-	-	-	-	-
Toronto W08	-	-	-	-	1	3	-	-
Toronto W09	3	\$2,108,000	\$702,667	\$704,000	1	1	100%	63
Toronto W10	4	\$1,629,000	\$407,250	\$398,000	3	2	96%	15
Toronto Central	30	\$24,029,030	\$800,968	\$767,500	31	34	104%	18
Toronto C01	8	\$6,606,000	\$825,750	\$805,000	6	6	104%	26
Toronto C02	4	\$3,330,786	\$832,697	\$833,393	7	9	103%	7
Toronto C03	3	\$1,953,500	\$651,167	\$713,500	4	3	113%	19
Toronto C04	4	\$3,448,500	\$862,125	\$879,000	1	-	109%	6
Toronto C06	-	-	-	-	1	1	-	-
Toronto C07	2	\$1,259,100	\$629,550	\$629,550	1	-	95%	10
Toronto C08	-	-	-	-	-	1	-	-
Toronto C09	1	\$1,680,000	\$1,680,000	\$1,680,000	-	2	94%	48
Toronto C10	1	\$1,531,444	\$1,531,444	\$1,531,444	2	1	118%	7
Toronto C11	-	-	-	-	-	-	-	-
Toronto C12	-	-	-	-	-	1	-	-
Toronto C13	3	\$1,748,700	\$582,900	\$579,700	5	4	99%	26
Toronto C14	-	-	-	-	-	-	-	-
Toronto C15	4	\$2,471,000	\$617,750	\$623,000	4	6	100%	20
Toronto East	42	\$24,656,914	\$587,069	\$570,900	31	35	105%	14
Toronto E01	13	\$8,775,914	\$675,070	\$645,000	5	8	110%	10
Toronto E02	9	\$5,167,900	\$574,211	\$501,000	8	7	102%	13
Toronto E03	10	\$5,735,700	\$573,570	\$606,000	9	7	104%	19
Toronto E04	2	\$1,112,000	\$556,000	\$556,000	1	2	102%	22
Toronto E05	2	\$1,166,800	\$583,400	\$583,400	1	1	99%	20
Toronto E06	-	-	-	-	-	1	-	-
Toronto E07	-	-	-	-	-	1	-	-
Toronto E08	-	-	-	-	1	1	-	-
Toronto E09	1	\$430,000	\$430,000	\$430,000	1	-	99%	6
Toronto E10	5	\$2,268,600	\$453,720	\$438,000	2	-	106%	11
Toronto E11	-	-	-	-	3	7	-	-

SUMMARY OF EXISTING HOME TRANSACTIONS

CONDOMINIUM TOWNHOUSES, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	339	\$124,022,211	\$365,847	\$357,500	286	573	99%	30
Halton Region	30	\$10,094,255	\$336,475	\$302,500	20	52	98%	28
Burlington	12	\$3,557,555	\$296,463	\$271,500	6	18	99%	25
Halton Hills	2	\$545,000	\$272,500	\$272,500	3	7	98%	18
Milton	6	\$1,759,700	\$293,283	\$298,850	5	5	97%	31
Oakville	10	\$4,232,000	\$423,200	\$420,250	6	22	98%	33
Peel Region	110	\$37,831,349	\$343,921	\$345,500	93	156	98%	30
Brampton	24	\$7,116,500	\$296,521	\$304,500	21	43	97%	49
Caledon	-	-	-	-	1	-	-	-
Mississauga	86	\$30,714,849	\$357,149	\$368,500	71	113	98%	25
City of Toronto	119	\$46,803,051	\$393,303	\$380,000	103	244	99%	29
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	46	\$21,766,556	\$473,186	\$476,500	39	72	98%	34
Aurora	3	\$1,545,000	\$515,000	\$453,000	4	8	98%	66
E. Gwillimbury	-	-	-	-	-	-	-	-
Georgina	1	\$135,000	\$135,000	\$135,000	-	1	97%	42
King	-	-	-	-	-	-	-	-
Markham	21	\$10,007,480	\$476,547	\$488,000	17	28	98%	37
Newmarket	3	\$999,500	\$333,167	\$332,000	1	4	97%	27
Richmond Hill	8	\$4,453,576	\$556,697	\$516,388	10	19	98%	29
Vaughan	9	\$4,356,000	\$484,000	\$478,000	7	12	100%	23
Whitchurch-Stouffville	1	\$270,000	\$270,000	\$270,000	-	-	98%	31
Durham Region	31	\$6,797,500	\$219,274	\$236,100	27	45	98%	25
Ajax	2	\$517,000	\$258,500	\$258,500	3	5	100%	16
Brock	1	\$156,000	\$156,000	\$156,000	1	1	98%	37
Clarington	1	\$269,000	\$269,000	\$269,000	4	9	96%	27
Oshawa	13	\$2,147,600	\$165,200	\$160,000	10	14	98%	29
Pickering	11	\$2,934,800	\$266,800	\$265,000	5	8	98%	25
Scugog	-	-	-	-	1	1	-	-
Uxbridge	-	-	-	-	-	4	-	-
Whitby	3	\$773,100	\$257,700	\$255,000	3	3	101%	13
Dufferin County	2	\$445,500	\$222,750	\$222,750	-	-	100%	32
Orangeville	2	\$445,500	\$222,750	\$222,750	-	-	100%	32
Simcoe County	1	\$284,000	\$284,000	\$284,000	4	4	103%	11
Adjala-Tosorontio	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	1	\$284,000	\$284,000	\$284,000	2	1	103%	11
Essa	-	-	-	-	-	-	-	-
Innisfil	-	-	-	-	-	-	-	-
New Tecumseth	-	-	-	-	2	3	-	-


SUMMARY OF EXISTING HOME TRANSACTIONS

CONDOMINIUM TOWNHOUSES, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	339	\$124,022,211	\$365,847	\$357,500	286	573	99%	30
City of Toronto Total	119	\$46,803,051	\$393,303	\$380,000	103	244	99%	29
Toronto West	35	\$11,503,501	\$328,671	\$315,000	27	71	98%	36
Toronto W01	1	\$439,900	\$439,900	\$439,900	1	3	100%	13
Toronto W02	2	\$901,800	\$450,900	\$450,900	2	6	98%	81
Toronto W03	-	-	-	-	-	2	-	-
Toronto W04	5	\$1,248,501	\$249,700	\$263,000	1	2	97%	57
Toronto W05	12	\$3,721,100	\$310,092	\$288,300	11	19	99%	19
Toronto W06	4	\$1,643,200	\$410,800	\$423,850	1	9	98%	32
Toronto W07	-	-	-	-	-	1	-	-
Toronto W08	5	\$1,873,000	\$374,600	\$410,000	3	8	95%	37
Toronto W09	2	\$679,000	\$339,500	\$339,500	2	3	99%	23
Toronto W10	4	\$997,000	\$249,250	\$260,500	6	18	97%	50
Toronto Central	38	\$19,273,388	\$507,194	\$445,500	42	109	99%	26
Toronto C01	7	\$3,552,000	\$507,429	\$530,000	6	25	98%	19
Toronto C02	-	-	-	-	-	2	-	-
Toronto C03	-	-	-	-	-	3	-	-
Toronto C04	-	-	-	-	3	3	-	-
Toronto C06	-	-	-	-	-	1	-	-
Toronto C07	7	\$2,970,000	\$424,286	\$398,000	7	14	99%	32
Toronto C08	5	\$3,095,000	\$619,000	\$699,000	3	8	99%	27
Toronto C09	-	-	-	-	-	-	-	-
Toronto C10	-	-	-	-	2	8	-	-
Toronto C11	-	-	-	-	2	3	-	-
Toronto C12	2	\$1,679,900	\$839,950	\$839,950	3	8	108%	11
Toronto C13	-	-	-	-	-	3	-	-
Toronto C14	5	\$2,475,000	\$495,000	\$475,000	8	17	98%	35
Toronto C15	12	\$5,501,488	\$458,457	\$414,300	8	14	98%	25
Toronto East	46	\$16,026,162	\$348,395	\$345,167	34	64	100%	25
Toronto E01	2	\$950,000	\$475,000	\$475,000	1	5	100%	18
Toronto E02	2	\$862,990	\$431,495	\$431,495	2	3	100%	31
Toronto E03	-	-	-	-	-	-	-	-
Toronto E04	3	\$1,314,000	\$438,000	\$459,000	3	8	99%	18
Toronto E05	13	\$4,803,100	\$369,469	\$370,000	9	8	101%	17
Toronto E06	2	\$777,684	\$388,842	\$388,842	1	3	100%	28
Toronto E07	4	\$1,635,500	\$408,875	\$406,000	2	4	97%	41
Toronto E08	2	\$345,000	\$172,500	\$172,500	4	5	99%	21
Toronto E09	4	\$1,304,900	\$326,225	\$318,000	2	8	98%	15
Toronto E10	3	\$871,500	\$290,500	\$277,500	4	10	99%	24
Toronto E11	11	\$3,161,488	\$287,408	\$290,000	6	10	103%	37

SUMMARY OF EXISTING HOME TRANSACTIONS

CONDOMINIUM APARTMENT, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	1,292	\$468,682,814	\$362,758	\$315,250	1,635	4,468	97%	38
Halton Region	35	\$13,549,300	\$387,123	\$300,000	58	146	97%	35
Burlington	9	\$2,795,500	\$310,611	\$295,000	20	51	97%	38
Halton Hills	1	\$300,000	\$300,000	\$300,000	2	7	97%	33
Milton	3	\$944,000	\$314,667	\$284,000	3	11	98%	34
Oakville	22	\$9,509,800	\$432,264	\$326,000	33	77	96%	34
Peel Region	174	\$46,647,200	\$268,087	\$248,750	221	630	97%	42
Brampton	36	\$8,452,400	\$234,789	\$224,450	33	70	97%	37
Caledon	-	-	-	-	-	1	-	-
Mississauga	138	\$38,194,800	\$276,774	\$255,000	188	559	97%	44
City of Toronto	924	\$358,153,146	\$387,612	\$338,000	1,152	3,072	98%	36
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	128	\$42,457,768	\$331,701	\$306,400	184	572	97%	49
Aurora	1	\$327,500	\$327,500	\$327,500	3	17	97%	33
E. Gwillimbury	-	-	-	-	-	-	-	-
Georgina	-	-	-	-	-	4	-	-
King	1	\$235,000	\$235,000	\$235,000	3	18	91%	114
Markham	48	\$16,506,668	\$343,889	\$315,000	84	220	97%	50
Newmarket	3	\$927,000	\$309,000	\$297,000	5	11	98%	40
Richmond Hill	38	\$11,082,700	\$291,650	\$281,750	40	135	97%	44
Vaughan	36	\$12,858,900	\$357,192	\$327,000	49	166	97%	47
Whitchurch-Stouffville	1	\$520,000	\$520,000	\$520,000	-	1	90%	192
Durham Region	29	\$7,472,900	\$257,686	\$251,000	19	42	98%	29
Ajax	2	\$419,000	\$209,500	\$209,500	5	7	96%	38
Brock	-	-	-	-	-	-	-	-
Clarington	4	\$867,500	\$216,875	\$210,000	2	5	97%	44
Oshawa	5	\$932,000	\$186,400	\$190,000	2	9	96%	24
Pickering	13	\$3,857,500	\$296,731	\$280,000	5	12	98%	27
Scugog	-	-	-	-	-	-	-	-
Uxbridge	2	\$422,000	\$211,000	\$211,000	-	1	99%	15
Whitby	3	\$974,900	\$324,967	\$343,900	5	8	98%	29
Dufferin County	1	\$184,500	\$184,500	\$184,500	1	2	93%	27
Orangeville	1	\$184,500	\$184,500	\$184,500	1	2	93%	27
Simcoe County	1	\$218,000	\$218,000	\$218,000	-	4	97%	34
Adjala-Tosorontio	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	1	\$218,000	\$218,000	\$218,000	-	-	97%	34
Essa	-	-	-	-	-	-	-	-
Innisfil	-	-	-	-	-	-	-	-
New Tecumseth	-	-	-	-	-	4	-	-


SUMMARY OF EXISTING HOME TRANSACTIONS

CONDOMINIUM APARTMENT, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	1,292	\$468,682,814	\$362,758	\$315,250	1,635	4,468	97%	38
City of Toronto Total	924	\$358,153,146	\$387,612	\$338,000	1,152	3,072	98%	36
Toronto West	175	\$54,763,593	\$312,935	\$285,000	227	653	97%	37
Toronto W01	12	\$4,226,399	\$352,200	\$358,750	16	66	99%	37
Toronto W02	9	\$3,412,400	\$379,156	\$379,900	11	22	99%	30
Toronto W03	5	\$1,428,150	\$285,630	\$324,750	6	8	100%	16
Toronto W04	10	\$2,317,001	\$231,700	\$237,000	15	38	98%	38
Toronto W05	26	\$5,307,365	\$204,129	\$181,450	25	59	98%	37
Toronto W06	40	\$17,678,778	\$441,969	\$335,500	59	227	97%	45
Toronto W07	-	-	-	-	1	6	-	-
Toronto W08	51	\$16,267,100	\$318,963	\$285,000	57	140	97%	36
Toronto W09	9	\$1,589,000	\$176,556	\$156,000	9	20	97%	28
Toronto W10	13	\$2,537,400	\$195,185	\$182,000	28	67	95%	37
Toronto Central	586	\$259,127,630	\$442,197	\$377,000	768	2,079	98%	36
Toronto C01	217	\$98,845,409	\$455,509	\$379,999	307	878	97%	40
Toronto C02	21	\$21,539,500	\$1,025,690	\$762,000	23	115	98%	46
Toronto C03	9	\$5,254,325	\$583,814	\$570,000	14	40	96%	31
Toronto C04	7	\$2,513,500	\$359,071	\$358,000	7	20	97%	34
Toronto C06	13	\$4,485,000	\$345,000	\$312,000	15	34	99%	29
Toronto C07	38	\$13,296,668	\$349,912	\$343,500	45	94	97%	35
Toronto C08	71	\$31,701,599	\$446,501	\$420,000	95	236	98%	32
Toronto C09	6	\$2,950,900	\$491,817	\$530,500	5	19	98%	23
Toronto C10	18	\$9,655,500	\$536,417	\$553,500	19	63	99%	26
Toronto C11	17	\$4,039,800	\$237,635	\$210,000	14	24	98%	23
Toronto C12	3	\$1,230,000	\$410,000	\$415,000	7	16	98%	51
Toronto C13	22	\$8,102,500	\$368,295	\$298,500	30	56	100%	21
Toronto C14	99	\$40,104,700	\$405,098	\$378,000	105	270	98%	37
Toronto C15	45	\$15,408,229	\$342,405	\$335,000	82	214	97%	36
Toronto East	163	\$44,261,923	\$271,546	\$248,900	157	340	98%	32
Toronto E01	9	\$4,776,093	\$530,677	\$478,500	11	23	98%	21
Toronto E02	8	\$3,545,350	\$443,169	\$410,750	3	14	99%	39
Toronto E03	6	\$1,417,000	\$236,167	\$217,000	6	9	98%	25
Toronto E04	20	\$3,827,700	\$191,385	\$203,500	22	32	97%	30
Toronto E05	15	\$4,758,300	\$317,220	\$265,000	19	32	97%	24
Toronto E06	3	\$1,329,300	\$443,100	\$429,900	3	6	103%	10
Toronto E07	36	\$9,204,100	\$255,669	\$256,500	27	76	97%	37
Toronto E08	7	\$1,640,400	\$234,343	\$199,000	11	27	97%	34
Toronto E09	39	\$10,259,630	\$263,067	\$252,000	39	79	98%	36
Toronto E10	1	\$35,000	\$35,000	\$35,000	3	16	58%	64
Toronto E11	19	\$3,469,050	\$182,582	\$195,800	13	26	97%	29

SUMMARY OF EXISTING HOME TRANSACTIONS

LINK, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	77	\$39,373,837	\$511,349	\$520,000	62	43	101%	23
Halton Region	2	\$862,000	\$431,000	\$431,000	-	1	97%	35
Burlington	-	-	-	-	-	-	-	-
Halton Hills	-	-	-	-	-	-	-	-
Milton	1	\$444,000	\$444,000	\$444,000	-	1	98%	30
Oakville	1	\$418,000	\$418,000	\$418,000	-	-	96%	39
Peel Region	9	\$4,278,451	\$475,383	\$519,000	10	6	100%	17
Brampton	4	\$1,630,201	\$407,550	\$384,051	6	4	102%	25
Caledon	-	-	-	-	-	-	-	-
Mississauga	5	\$2,648,250	\$529,650	\$520,000	4	2	99%	10
City of Toronto	5	\$2,738,500	\$547,700	\$555,000	4	10	98%	17
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	34	\$21,859,097	\$642,915	\$657,500	27	14	102%	24
Aurora	-	-	-	-	-	-	-	-
E. Gwillimbury	-	-	-	-	-	-	-	-
Georgina	-	-	-	-	-	-	-	-
King	1	\$700,000	\$700,000	\$700,000	-	2	97%	12
Markham	25	\$16,295,597	\$651,824	\$669,900	18	7	103%	23
Newmarket	-	-	-	-	-	-	-	-
Richmond Hill	6	\$3,762,000	\$627,000	\$619,500	4	2	99%	25
Vaughan	2	\$1,101,500	\$550,750	\$550,750	5	3	102%	43
Whitchurch-Stouffville	-	-	-	-	-	-	-	-
Durham Region	22	\$7,846,789	\$356,672	\$362,000	17	8	100%	22
Ajax	4	\$1,462,000	\$365,500	\$363,000	-	1	98%	26
Brock	-	-	-	-	-	-	-	-
Clarington	11	\$3,711,690	\$337,426	\$339,000	10	6	99%	27
Oshawa	2	\$678,000	\$339,000	\$339,000	1	-	99%	26
Pickering	1	\$449,999	\$449,999	\$449,999	-	-	100%	12
Scugog	-	-	-	-	1	-	-	-
Uxbridge	1	\$486,100	\$486,100	\$486,100	2	-	101%	8
Whitby	3	\$1,059,000	\$353,000	\$364,000	3	1	105%	9
Dufferin County	-	-	-	-	-	-	-	-
Orangeville	-	-	-	-	-	-	-	-
Simcoe County	5	\$1,789,000	\$357,800	\$355,000	4	4	100%	24
Adjala-Tosorontio	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	4	\$1,484,000	\$371,000	\$361,500	1	1	99%	27
Essa	-	-	-	-	-	-	-	-
Innisfil	-	-	-	-	-	1	-	-
New Tecumseth	1	\$305,000	\$305,000	\$305,000	3	2	103%	15


SUMMARY OF EXISTING HOME TRANSACTIONS

LINK, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	77	\$39,373,837	\$511,349	\$520,000	62	43	101%	23
City of Toronto Total	5	\$2,738,500	\$547,700	\$555,000	4	10	98%	17
Toronto West	-	-	-	-	1	2	-	-
Toronto W01	-	-	-	-	-	-	-	-
Toronto W02	-	-	-	-	-	-	-	-
Toronto W03	-	-	-	-	-	-	-	-
Toronto W04	-	-	-	-	-	-	-	-
Toronto W05	-	-	-	-	-	-	-	-
Toronto W06	-	-	-	-	-	-	-	-
Toronto W07	-	-	-	-	-	-	-	-
Toronto W08	-	-	-	-	-	-	-	-
Toronto W09	-	-	-	-	-	1	-	-
Toronto W10	-	-	-	-	1	1	-	-
Toronto Central	-	-	-	-	1	1	-	-
Toronto C01	-	-	-	-	-	-	-	-
Toronto C02	-	-	-	-	-	-	-	-
Toronto C03	-	-	-	-	-	-	-	-
Toronto C04	-	-	-	-	-	-	-	-
Toronto C06	-	-	-	-	-	-	-	-
Toronto C07	-	-	-	-	-	-	-	-
Toronto C08	-	-	-	-	-	-	-	-
Toronto C09	-	-	-	-	-	-	-	-
Toronto C10	-	-	-	-	-	-	-	-
Toronto C11	-	-	-	-	-	-	-	-
Toronto C12	-	-	-	-	-	-	-	-
Toronto C13	-	-	-	-	-	-	-	-
Toronto C14	-	-	-	-	1	1	-	-
Toronto C15	-	-	-	-	-	-	-	-
Toronto East	5	\$2,738,500	\$547,700	\$555,000	2	7	98%	17
Toronto E01	-	-	-	-	-	-	-	-
Toronto E02	-	-	-	-	-	-	-	-
Toronto E03	-	-	-	-	-	-	-	-
Toronto E04	-	-	-	-	-	-	-	-
Toronto E05	1	\$590,000	\$590,000	\$590,000	-	2	98%	20
Toronto E06	-	-	-	-	-	-	-	-
Toronto E07	3	\$1,690,500	\$563,500	\$555,000	-	1	98%	19
Toronto E08	-	-	-	-	1	1	-	-
Toronto E09	-	-	-	-	-	-	-	-
Toronto E10	-	-	-	-	1	2	-	-
Toronto E11	1	\$458,000	\$458,000	\$458,000	-	1	95%	11

SUMMARY OF EXISTING HOME TRANSACTIONS

ATTACHED/ROW/TOWNHOUSE, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	338	\$169,918,549	\$502,718	\$461,500	254	295	99%	24
Halton Region	77	\$37,149,190	\$482,457	\$438,500	48	54	98%	29
Burlington	8	\$2,993,300	\$374,163	\$416,000	4	8	85%	20
Halton Hills	3	\$1,214,000	\$404,667	\$410,000	3	4	102%	21
Milton	38	\$15,862,000	\$417,421	\$422,000	18	11	99%	22
Oakville	28	\$17,079,890	\$609,996	\$552,350	23	31	99%	43
Peel Region	55	\$23,405,113	\$425,548	\$413,000	50	67	99%	27
Brampton	37	\$14,350,700	\$387,857	\$385,000	36	52	99%	28
Caledon	-	-	-	-	3	4	-	-
Mississauga	18	\$9,054,413	\$503,023	\$491,500	11	11	98%	26
City of Toronto	55	\$35,824,983	\$651,363	\$600,000	45	65	100%	23
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	93	\$53,845,938	\$578,989	\$575,000	70	76	100%	25
Aurora	8	\$3,877,050	\$484,631	\$482,750	2	1	99%	12
E. Gwillimbury	1	\$370,000	\$370,000	\$370,000	1	-	99%	3
Georgina	4	\$1,228,000	\$307,000	\$303,500	1	3	98%	65
King	1	\$425,000	\$425,000	\$425,000	1	4	99%	37
Markham	23	\$14,944,500	\$649,761	\$621,000	21	18	102%	26
Newmarket	7	\$3,082,000	\$440,286	\$432,000	3	4	99%	29
Richmond Hill	25	\$15,620,988	\$624,840	\$585,888	24	25	100%	25
Vaughan	23	\$13,835,900	\$601,561	\$595,000	17	20	99%	21
Whitchurch-Stouffville	1	\$462,500	\$462,500	\$462,500	-	1	97%	21
Durham Region	51	\$17,431,825	\$341,800	\$339,000	35	24	100%	15
Ajax	19	\$6,855,900	\$360,837	\$360,000	11	8	99%	12
Brock	-	-	-	-	-	-	-	-
Clarington	12	\$3,471,600	\$289,300	\$288,350	7	4	100%	13
Oshawa	4	\$1,220,000	\$305,000	\$325,000	3	8	99%	28
Pickering	7	\$2,842,000	\$406,000	\$376,000	4	1	101%	23
Scugog	-	-	-	-	-	-	-	-
Uxbridge	-	-	-	-	-	-	-	-
Whitby	9	\$3,042,325	\$338,036	\$340,000	10	3	104%	8
Dufferin County	2	\$642,000	\$321,000	\$321,000	2	-	97%	26
Orangeville	2	\$642,000	\$321,000	\$321,000	2	-	97%	26
Simcoe County	5	\$1,619,500	\$323,900	\$361,000	4	9	99%	30
Adjala-Tosorontio	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	3	\$1,092,500	\$364,167	\$363,500	2	2	99%	42
Essa	-	-	-	-	-	-	-	-
Innisfil	2	\$527,000	\$263,500	\$263,500	2	6	99%	12
New Tecumseth	-	-	-	-	-	1	-	-


SUMMARY OF EXISTING HOME TRANSACTIONS

ATTACHED/ROW/TOWNHOUSE, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	338	\$169,918,549	\$502,718	\$461,500	254	295	99%	24
City of Toronto Total	55	\$35,824,983	\$651,363	\$600,000	45	65	100%	23
Toronto West	14	\$9,047,233	\$646,231	\$694,500	13	20	100%	24
Toronto W01	-	-	-	-	-	2	-	-
Toronto W02	3	\$2,436,333	\$812,111	\$815,333	1	2	100%	32
Toronto W03	1	\$460,000	\$460,000	\$460,000	2	4	98%	33
Toronto W04	2	\$860,000	\$430,000	\$430,000	4	4	96%	60
Toronto W05	1	\$458,000	\$458,000	\$458,000	3	4	100%	3
Toronto W06	4	\$2,590,000	\$647,500	\$683,500	1	-	100%	10
Toronto W07	-	-	-	-	-	2	-	-
Toronto W08	3	\$2,242,900	\$747,633	\$732,900	-	-	101%	15
Toronto W09	-	-	-	-	-	-	-	-
Toronto W10	-	-	-	-	2	2	-	-
Toronto Central	18	\$15,271,500	\$848,417	\$789,000	16	31	99%	23
Toronto C01	4	\$3,349,500	\$837,375	\$838,750	5	9	98%	12
Toronto C02	-	-	-	-	1	5	-	-
Toronto C03	-	-	-	-	-	2	-	-
Toronto C04	2	\$2,345,500	\$1,172,750	\$1,172,750	2	5	99%	50
Toronto C06	-	-	-	-	-	-	-	-
Toronto C07	1	\$740,000	\$740,000	\$740,000	2	3	106%	6
Toronto C08	8	\$6,033,500	\$754,188	\$791,000	3	2	100%	27
Toronto C09	-	-	-	-	-	-	-	-
Toronto C10	-	-	-	-	-	-	-	-
Toronto C11	1	\$1,345,000	\$1,345,000	\$1,345,000	-	1	98%	8
Toronto C12	-	-	-	-	1	2	-	-
Toronto C13	1	\$650,000	\$650,000	\$650,000	2	2	97%	8
Toronto C14	-	-	-	-	-	-	-	-
Toronto C15	1	\$808,000	\$808,000	\$808,000	-	-	96%	36
Toronto East	23	\$11,506,250	\$500,272	\$480,000	16	14	103%	21
Toronto E01	2	\$1,489,000	\$744,500	\$744,500	5	3	120%	4
Toronto E02	1	\$970,000	\$970,000	\$970,000	-	-	94%	42
Toronto E03	-	-	-	-	-	2	-	-
Toronto E04	5	\$2,703,000	\$540,600	\$535,000	3	3	99%	37
Toronto E05	2	\$1,123,500	\$561,750	\$561,750	2	2	104%	13
Toronto E06	1	\$465,000	\$465,000	\$465,000	-	1	99%	15
Toronto E07	1	\$415,000	\$415,000	\$415,000	-	-	97%	24
Toronto E08	1	\$430,000	\$430,000	\$430,000	1	1	110%	14
Toronto E09	1	\$470,000	\$470,000	\$470,000	1	-	102%	13
Toronto E10	3	\$1,321,750	\$440,583	\$480,000	1	1	101%	16
Toronto E11	6	\$2,119,000	\$353,167	\$345,000	3	1	102%	17

SUMMARY OF EXISTING HOME TRANSACTIONS

CO-OP APARTMENT, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	5	\$1,439,900	\$287,980	\$243,000	14	20	101%	19
Halton Region	-	-	-	-	-	-	-	-
Burlington	-	-	-	-	-	-	-	-
Halton Hills	-	-	-	-	-	-	-	-
Milton	-	-	-	-	-	-	-	-
Oakville	-	-	-	-	-	-	-	-
Peel Region	-	-	-	-	1	2	-	-
Brampton	-	-	-	-	1	1	-	-
Caledon	-	-	-	-	-	-	-	-
Mississauga	-	-	-	-	-	1	-	-
City of Toronto	5	\$1,439,900	\$287,980	\$243,000	13	18	101%	19
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	-	-	-	-	-	-	-	-
Aurora	-	-	-	-	-	-	-	-
E. Gwillimbury	-	-	-	-	-	-	-	-
Georgina	-	-	-	-	-	-	-	-
King	-	-	-	-	-	-	-	-
Markham	-	-	-	-	-	-	-	-
Newmarket	-	-	-	-	-	-	-	-
Richmond Hill	-	-	-	-	-	-	-	-
Vaughan	-	-	-	-	-	-	-	-
Whitchurch-Stouffville	-	-	-	-	-	-	-	-
Durham Region	-	-	-	-	-	-	-	-
Ajax	-	-	-	-	-	-	-	-
Brock	-	-	-	-	-	-	-	-
Clarington	-	-	-	-	-	-	-	-
Oshawa	-	-	-	-	-	-	-	-
Pickering	-	-	-	-	-	-	-	-
Scugog	-	-	-	-	-	-	-	-
Uxbridge	-	-	-	-	-	-	-	-
Whitby	-	-	-	-	-	-	-	-
Dufferin County	-	-	-	-	-	-	-	-
Orangeville	-	-	-	-	-	-	-	-
Simcoe County	-	-	-	-	-	-	-	-
Adjala-Tosorontio	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	-	-	-	-	-	-	-	-
Essa	-	-	-	-	-	-	-	-
Innisfil	-	-	-	-	-	-	-	-
New Tecumseth	-	-	-	-	-	-	-	-


SUMMARY OF EXISTING HOME TRANSACTIONS

CO-OP APARTMENT, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	5	\$1,439,900	\$287,980	\$243,000	14	20	101%	19
City of Toronto Total	5	\$1,439,900	\$287,980	\$243,000	13	18	101%	19
Toronto West	2	\$352,500	\$176,250	\$176,250	3	5	96%	23
Toronto W01	-	-	-	-	-	1	-	-
Toronto W02	-	-	-	-	-	-	-	-
Toronto W03	-	-	-	-	-	-	-	-
Toronto W04	-	-	-	-	-	-	-	-
Toronto W05	1	\$127,500	\$127,500	\$127,500	1	1	99%	23
Toronto W06	-	-	-	-	2	3	-	-
Toronto W07	-	-	-	-	-	-	-	-
Toronto W08	1	\$225,000	\$225,000	\$225,000	-	-	94%	22
Toronto W09	-	-	-	-	-	-	-	-
Toronto W10	-	-	-	-	-	-	-	-
Toronto Central	1	\$243,000	\$243,000	\$243,000	9	13	97%	27
Toronto C01	-	-	-	-	1	-	-	-
Toronto C02	-	-	-	-	-	1	-	-
Toronto C03	-	-	-	-	1	2	-	-
Toronto C04	-	-	-	-	-	2	-	-
Toronto C06	-	-	-	-	-	-	-	-
Toronto C07	-	-	-	-	1	-	-	-
Toronto C08	-	-	-	-	-	1	-	-
Toronto C09	-	-	-	-	5	5	-	-
Toronto C10	-	-	-	-	-	1	-	-
Toronto C11	1	\$243,000	\$243,000	\$243,000	-	-	97%	27
Toronto C12	-	-	-	-	-	-	-	-
Toronto C13	-	-	-	-	-	-	-	-
Toronto C14	-	-	-	-	1	1	-	-
Toronto C15	-	-	-	-	-	-	-	-
Toronto East	2	\$844,400	\$422,200	\$422,200	1	-	104%	11
Toronto E01	-	-	-	-	-	-	-	-
Toronto E02	1	\$379,000	\$379,000	\$379,000	-	-	100%	21
Toronto E03	-	-	-	-	-	-	-	-
Toronto E04	-	-	-	-	-	-	-	-
Toronto E05	-	-	-	-	-	-	-	-
Toronto E06	1	\$465,400	\$465,400	\$465,400	1	-	108%	1
Toronto E07	-	-	-	-	-	-	-	-
Toronto E08	-	-	-	-	-	-	-	-
Toronto E09	-	-	-	-	-	-	-	-
Toronto E10	-	-	-	-	-	-	-	-
Toronto E11	-	-	-	-	-	-	-	-

SUMMARY OF EXISTING HOME TRANSACTIONS

DETACHED CONDOMINIUM, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	7	\$6,758,000	\$965,429	\$515,000	5	17	95%	86
Halton Region	1	\$3,750,000	\$3,750,000	\$3,750,000	-	-	94%	88
Burlington	-	-	-	-	-	-	-	-
Halton Hills	-	-	-	-	-	-	-	-
Milton	-	-	-	-	-	-	-	-
Oakville	1	\$3,750,000	\$3,750,000	\$3,750,000	-	-	94%	88
Peel Region	2	\$1,135,000	\$567,500	\$567,500	1	5	101%	20
Brampton	2	\$1,135,000	\$567,500	\$567,500	1	3	101%	20
Caledon	-	-	-	-	-	-	-	-
Mississauga	-	-	-	-	-	2	-	-
City of Toronto	-	-	-	-	-	1	-	-
TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	-	-	-	-	-	1	-	-
Aurora	-	-	-	-	-	1	-	-
E. Gwillimbury	-	-	-	-	-	-	-	-
Georgina	-	-	-	-	-	-	-	-
King	-	-	-	-	-	-	-	-
Markham	-	-	-	-	-	-	-	-
Newmarket	-	-	-	-	-	-	-	-
Richmond Hill	-	-	-	-	-	-	-	-
Vaughan	-	-	-	-	-	-	-	-
Whitchurch-Stouffville	-	-	-	-	-	-	-	-
Durham Region	-	-	-	-	-	-	-	-
Ajax	-	-	-	-	-	-	-	-
Brock	-	-	-	-	-	-	-	-
Clarington	-	-	-	-	-	-	-	-
Oshawa	-	-	-	-	-	-	-	-
Pickering	-	-	-	-	-	-	-	-
Scugog	-	-	-	-	-	-	-	-
Uxbridge	-	-	-	-	-	-	-	-
Whitby	-	-	-	-	-	-	-	-
Dufferin County	-	-	-	-	-	-	-	-
Orangeville	-	-	-	-	-	-	-	-
Simcoe County	4	\$1,873,000	\$468,250	\$443,500	4	10	96%	119
Adjala-Tosorontio	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	-	-	-	-	-	-	-	-
Essa	-	-	-	-	-	-	-	-
Innisfil	-	-	-	-	-	-	-	-
New Tecumseth	4	\$1,873,000	\$468,250	\$443,500	4	10	96%	119


SUMMARY OF EXISTING HOME TRANSACTIONS

DETACHED CONDOMINIUM, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	7	\$6,758,000	\$965,429	\$515,000	5	17	95%	86
City of Toronto Total	-	-	-	-	-	1	-	-
Toronto West	-	-	-	-	-	-	-	-
Toronto W01	-	-	-	-	-	-	-	-
Toronto W02	-	-	-	-	-	-	-	-
Toronto W03	-	-	-	-	-	-	-	-
Toronto W04	-	-	-	-	-	-	-	-
Toronto W05	-	-	-	-	-	-	-	-
Toronto W06	-	-	-	-	-	-	-	-
Toronto W07	-	-	-	-	-	-	-	-
Toronto W08	-	-	-	-	-	-	-	-
Toronto W09	-	-	-	-	-	-	-	-
Toronto W10	-	-	-	-	-	-	-	-
Toronto Central	-	-	-	-	-	1	-	-
Toronto C01	-	-	-	-	-	-	-	-
Toronto C02	-	-	-	-	-	-	-	-
Toronto C03	-	-	-	-	-	-	-	-
Toronto C04	-	-	-	-	-	-	-	-
Toronto C06	-	-	-	-	-	-	-	-
Toronto C07	-	-	-	-	-	-	-	-
Toronto C08	-	-	-	-	-	-	-	-
Toronto C09	-	-	-	-	-	-	-	-
Toronto C10	-	-	-	-	-	-	-	-
Toronto C11	-	-	-	-	-	-	-	-
Toronto C12	-	-	-	-	-	1	-	-
Toronto C13	-	-	-	-	-	-	-	-
Toronto C14	-	-	-	-	-	-	-	-
Toronto C15	-	-	-	-	-	-	-	-
Toronto East	-	-	-	-	-	-	-	-
Toronto E01	-	-	-	-	-	-	-	-
Toronto E02	-	-	-	-	-	-	-	-
Toronto E03	-	-	-	-	-	-	-	-
Toronto E04	-	-	-	-	-	-	-	-
Toronto E05	-	-	-	-	-	-	-	-
Toronto E06	-	-	-	-	-	-	-	-
Toronto E07	-	-	-	-	-	-	-	-
Toronto E08	-	-	-	-	-	-	-	-
Toronto E09	-	-	-	-	-	-	-	-
Toronto E10	-	-	-	-	-	-	-	-
Toronto E11	-	-	-	-	-	-	-	-

SUMMARY OF EXISTING HOME TRANSACTIONS

CO-OWNERSHIP APARTMENT, DECEMBER 2014
ALL TREB AREAS

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	5	\$1,921,250	\$384,250	\$440,000	4	13	100%	30
Halton Region	-	-	-	-	-	-	-	-
Burlington	-	-	-	-	-	-	-	-
Halton Hills	-	-	-	-	-	-	-	-
Milton	-	-	-	-	-	-	-	-
Oakville	-	-	-	-	-	-	-	-
Peel Region	-	-	-	-	-	-	-	-
Brampton	-	-	-	-	-	-	-	-
Caledon	-	-	-	-	-	-	-	-
Mississauga	-	-	-	-	-	-	-	-
City of Toronto	5	\$1,921,250	\$384,250	\$440,000	4	13	100%	30
! TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 								
York Region	-	-	-	-	-	-	-	-
Aurora	-	-	-	-	-	-	-	-
E. Gwillimbury	-	-	-	-	-	-	-	-
Georgina	-	-	-	-	-	-	-	-
King	-	-	-	-	-	-	-	-
Markham	-	-	-	-	-	-	-	-
Newmarket	-	-	-	-	-	-	-	-
Richmond Hill	-	-	-	-	-	-	-	-
Vaughan	-	-	-	-	-	-	-	-
Whitchurch-Stouffville	-	-	-	-	-	-	-	-
Durham Region	-	-	-	-	-	-	-	-
Ajax	-	-	-	-	-	-	-	-
Brock	-	-	-	-	-	-	-	-
Clarington	-	-	-	-	-	-	-	-
Oshawa	-	-	-	-	-	-	-	-
Pickering	-	-	-	-	-	-	-	-
Scugog	-	-	-	-	-	-	-	-
Uxbridge	-	-	-	-	-	-	-	-
Whitby	-	-	-	-	-	-	-	-
Dufferin County	-	-	-	-	-	-	-	-
Orangeville	-	-	-	-	-	-	-	-
Simcoe County	-	-	-	-	-	-	-	-
Adjala-Tosorontio	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	-	-	-	-	-	-	-	-
Essa	-	-	-	-	-	-	-	-
Innisfil	-	-	-	-	-	-	-	-
New Tecumseth	-	-	-	-	-	-	-	-

SUMMARY OF EXISTING HOME TRANSACTIONS


CO-OWNERSHIP APARTMENT, DECEMBER 2014
CITY OF TORONTO MUNICIPAL BREAKDOWN

	Sales ¹	Dollar Volume ¹	Average Price ¹	Median Price ¹	New Listings ²	Active Listings ³	Avg. SP/LP ⁴	Avg. DOM ⁵
TREB Total	5	\$1,921,250	\$384,250	\$440,000	4	13	100%	30
City of Toronto Total	5	\$1,921,250	\$384,250	\$440,000	4	13	100%	30
Toronto West	1	\$196,000	\$196,000	\$196,000	2	3	92%	29
Toronto W01	1	\$196,000	\$196,000	\$196,000	1	1	92%	29
Toronto W02	-	-	-	-	-	-	-	-
Toronto W03	-	-	-	-	-	-	-	-
Toronto W04	-	-	-	-	-	-	-	-
Toronto W05	-	-	-	-	1	1	-	-
Toronto W06	-	-	-	-	-	1	-	-
Toronto W07	-	-	-	-	-	-	-	-
Toronto W08	-	-	-	-	-	-	-	-
Toronto W09	-	-	-	-	-	-	-	-
Toronto W10	-	-	-	-	-	-	-	-
Toronto Central	1	\$263,250	\$263,250	\$263,250	1	10	102%	4
Toronto C01	-	-	-	-	-	-	-	-
Toronto C02	-	-	-	-	-	1	-	-
Toronto C03	-	-	-	-	-	2	-	-
Toronto C04	-	-	-	-	-	3	-	-
Toronto C06	-	-	-	-	-	-	-	-
Toronto C07	-	-	-	-	-	-	-	-
Toronto C08	-	-	-	-	-	3	-	-
Toronto C09	-	-	-	-	1	1	-	-
Toronto C10	-	-	-	-	-	-	-	-
Toronto C11	-	-	-	-	-	-	-	-
Toronto C12	-	-	-	-	-	-	-	-
Toronto C13	1	\$263,250	\$263,250	\$263,250	-	-	102%	4
Toronto C14	-	-	-	-	-	-	-	-
Toronto C15	-	-	-	-	-	-	-	-
Toronto East	3	\$1,462,000	\$487,333	\$490,000	1	-	100%	39
Toronto E01	-	-	-	-	-	-	-	-
Toronto E02	3	\$1,462,000	\$487,333	\$490,000	1	-	100%	39
Toronto E03	-	-	-	-	-	-	-	-
Toronto E04	-	-	-	-	-	-	-	-
Toronto E05	-	-	-	-	-	-	-	-
Toronto E06	-	-	-	-	-	-	-	-
Toronto E07	-	-	-	-	-	-	-	-
Toronto E08	-	-	-	-	-	-	-	-
Toronto E09	-	-	-	-	-	-	-	-
Toronto E10	-	-	-	-	-	-	-	-
Toronto E11	-	-	-	-	-	-	-	-

FOCUS ON THE MLS® HOME PRICE INDEX

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INDEX AND BENCHMARK PRICE, DECEMBER 2014
ALL TREB AREAS

	Composite			Single-Family Detached			Single-Family Attached			Townhouse			Apartment		
	Index	Benchmark	Yr./Yr. % Chg.	Index	Benchmark	Yr./Yr. % Chg.	Index	Benchmark	Yr./Yr. % Chg.	Index	Benchmark	Yr./Yr. % Chg.	Index	Benchmark	Yr./Yr. % Chg.
TREB Total	170.9	\$521,300	7.89%	172.9	\$642,900	8.81%	178.0	\$502,800	8.60%	165.7	\$362,900	6.83%	157.4	\$316,100	4.65%
Halton Region	179.8	\$589,800	8.64%	177.0	\$656,400	8.32%	180.5	\$468,500	9.59%	169.0	\$334,500	0.78%	-	-	-
Burlington	184.7	\$532,300	7.01%	181.0	\$618,600	5.85%	183.9	\$438,300	9.86%	180.9	\$363,300	1.69%	-	-	-
Halton Hills	164.7	\$479,500	6.53%	163.8	\$524,000	6.29%	174.3	\$429,300	8.80%	157.5	\$284,000	-1.32%	-	-	-
Milton	171.7	\$481,600	9.99%	161.5	\$562,600	9.57%	174.3	\$435,200	9.90%	-	-	-	-	-	-
Oakville	187.7	\$692,400	8.06%	186.6	\$773,400	8.05%	189.9	\$514,000	9.20%	168.3	\$371,800	0.36%	-	-	-
Peel Region	162.5	\$444,500	7.05%	163.9	\$554,800	6.91%	166.3	\$424,300	7.57%	167.1	\$345,800	6.64%	143.2	\$246,400	5.53%
Brampton	156.5	\$399,200	7.41%	156.5	\$457,400	6.97%	158.4	\$373,100	7.54%	152.7	\$283,700	7.38%	130.0	\$203,400	5.95%
Caledon	149.6	\$533,000	3.67%	149.3	\$548,000	2.89%	168.2	\$415,900	8.24%	-	-	-	-	-	-
Mississauga	168.4	\$470,700	7.12%	175.4	\$653,500	7.54%	175.6	\$479,900	7.73%	171.8	\$368,900	6.58%	145.7	\$255,100	5.58%
City of Toronto	173.8	\$569,600	6.89%	181.1	\$785,100	8.64%	187.4	\$621,500	7.76%	170.1	\$411,400	6.51%	160.6	\$331,600	4.35%
TURN PAGE FOR CITY OF TORONTO TABLES OR CLICK HERE: 															
York Region	183.9	\$631,100	10.12%	185.5	\$728,800	10.94%	188.7	\$546,700	10.67%	163.2	\$416,000	6.18%	155.2	\$337,200	3.95%
Aurora	174.4	\$561,600	8.53%	174.4	\$647,900	9.07%	179.4	\$464,300	9.86%	140.0	\$354,600	-0.28%	148.5	\$308,600	1.57%
E. Gwillimbury	159.0	\$514,000	5.16%	160.1	\$525,900	5.47%	168.7	\$357,200	5.70%	-	-	-	-	-	-
Georgina	160.5	\$333,100	5.94%	166.0	\$342,000	6.07%	175.6	\$346,100	9.96%	-	-	-	-	-	-
King	170.9	\$724,500	7.28%	172.6	\$728,300	7.27%	-	-	-	-	-	-	-	-	-
Markham	191.9	\$661,100	11.25%	197.4	\$811,800	12.16%	197.5	\$588,200	12.66%	167.1	\$415,100	6.43%	159.6	\$369,100	2.37%
Newmarket	164.5	\$485,100	8.37%	162.5	\$547,100	9.13%	169.8	\$400,200	8.29%	168.3	\$339,800	5.65%	152.6	\$257,000	2.21%
Richmond Hill	192.9	\$698,400	10.80%	205.1	\$869,000	12.20%	197.9	\$599,500	9.88%	156.8	\$443,300	8.66%	149.3	\$311,000	2.26%
Vaughan	180.9	\$653,900	9.77%	174.5	\$726,200	10.37%	185.7	\$565,300	9.56%	171.6	\$468,900	6.19%	156.0	\$346,200	7.96%
Whitchurch-Stouffville	187.2	\$705,800	13.04%	186.9	\$717,200	12.39%	166.1	\$456,200	12.15%	-	-	-	-	-	-
Durham Region	154.0	\$362,400	9.84%	152.7	\$398,200	9.31%	159.3	\$319,100	10.40%	147.1	\$241,800	12.38%	151.2	\$270,500	13.60%
Ajax	161.1	\$398,100	9.22%	160.2	\$429,100	8.54%	167.7	\$360,700	9.54%	154.6	\$282,500	15.81%	144.6	\$245,500	11.66%
Brock	133.7	\$253,500	9.14%	134.5	\$255,600	9.44%	142.0	\$226,300	4.26%	-	-	-	-	-	-
Clarington	146.8	\$310,600	6.53%	142.4	\$342,200	5.64%	150.0	\$286,400	6.91%	162.3	\$290,500	8.06%	153.0	\$216,500	14.52%
Oshawa	147.0	\$281,300	10.03%	145.0	\$308,700	8.86%	153.9	\$257,700	12.01%	128.5	\$171,900	10.02%	149.6	\$179,000	10.73%
Pickering	164.6	\$445,300	11.22%	164.9	\$515,800	9.71%	170.0	\$396,200	11.77%	160.6	\$289,700	15.62%	156.7	\$306,800	15.39%
Scugog	154.2	\$400,200	12.06%	158.5	\$408,100	11.78%	146.0	\$305,600	12.48%	-	-	-	-	-	-
Uxbridge	149.2	\$456,200	10.52%	150.1	\$464,900	10.21%	144.7	\$355,100	9.21%	-	-	-	-	-	-
Whitby	155.1	\$404,700	10.79%	156.9	\$450,700	12.23%	157.7	\$347,900	11.21%	146.4	\$268,400	8.61%	147.0	\$286,700	11.87%
Dufferin County	155.6	\$356,600	5.21%	161.5	\$368,000	5.97%	152.6	\$286,000	3.81%	-	-	-	-	-	-
Orangeville	155.6	\$356,600	5.21%	161.5	\$368,000	5.97%	152.6	\$286,000	3.81%	-	-	-	-	-	-
Simcoe County	151.8	\$322,600	6.53%	147.8	\$326,000	6.64%	157.1	\$301,700	5.51%	-	-	-	-	-	-
Adjala-Tosorontio	139.6	\$439,700	5.52%	139.5	\$439,900	5.44%	-	-	-	-	-	-	-	-	-
Bradford West Gwillimbury	168.9	\$419,800	8.97%	153.7	\$470,800	10.18%	172.4	\$358,400	7.08%	-	-	-	-	-	-
Essa	145.6	\$330,200	2.39%	143.0	\$353,700	2.07%	148.2	\$252,500	2.49%	-	-	-	-	-	-
Innisfil	151.4	\$280,500	8.07%	151.6	\$281,400	7.37%	163.5	\$254,300	11.30%	-	-	-	-	-	-
New Tecumseth	135.9	\$313,900	1.27%	132.4	\$341,000	0.91%	142.4	\$272,400	1.64%	-	-	-	-	-	-

FOCUS ON THE MLS® HOME PRICE INDEX

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INDEX AND BENCHMARK PRICE, DECEMBER 2014
CITY OF TORONTO

	Composite			Single-Family Detached			Single-Family Attached			Townhouse			Apartment		
	Index	Benchmark	Yr./Yr. % Chg.	Index	Benchmark	Yr./Yr. % Chg.	Index	Benchmark	Yr./Yr. % Chg.	Index	Benchmark	Yr./Yr. % Chg.	Index	Benchmark	Yr./Yr. % Chg.
TREB Total	170.9	\$521,300	7.89%	172.9	\$642,900	8.81%	178.0	\$502,800	8.60%	165.7	\$362,900	6.83%	157.4	\$316,100	4.65%
City of Toronto	173.8	\$569,600	6.89%	181.1	\$785,100	8.64%	187.4	\$621,500	7.76%	170.1	\$411,400	6.51%	160.6	\$331,600	4.35%
Toronto W01	165.5	\$675,400	4.81%	169.1	\$871,600	6.96%	182.1	\$702,600	8.91%	199.8	\$411,400	-3.66%	141.2	\$329,500	2.10%
Toronto W02	190.0	\$685,300	3.09%	194.0	\$796,300	7.00%	214.6	\$657,400	3.12%	149.3	\$411,600	6.57%	138.8	\$576,900	7.10%
Toronto W03	183.8	\$474,700	8.18%	187.0	\$508,600	7.72%	190.5	\$488,100	8.12%	-	-	-	136.1	\$252,400	6.33%
Toronto W04	160.2	\$419,500	7.01%	169.3	\$534,300	9.01%	169.0	\$492,100	11.33%	137.4	\$334,300	-1.01%	138.9	\$204,600	1.09%
Toronto W05	147.4	\$350,900	2.08%	161.6	\$538,700	4.73%	149.9	\$438,400	4.24%	144.4	\$237,700	-8.78%	123.3	\$161,900	-0.72%
Toronto W06	156.7	\$454,900	7.18%	187.7	\$595,700	8.81%	160.3	\$486,000	8.46%	167.7	\$494,100	6.41%	128.2	\$317,100	5.00%
Toronto W07	170.2	\$725,400	8.06%	175.8	\$759,800	7.72%	168.4	\$690,500	11.08%	137.5	\$505,400	4.88%	107.5	\$435,900	-2.71%
Toronto W08	150.3	\$611,500	5.25%	164.1	\$858,300	7.89%	169.1	\$635,200	8.40%	148.4	\$362,800	6.23%	134.9	\$271,600	2.35%
Toronto W09	161.6	\$415,300	13.24%	173.0	\$647,200	10.40%	160.8	\$455,200	11.05%	143.1	\$363,000	2.88%	143.0	\$183,400	18.48%
Toronto W10	152.1	\$353,000	8.72%	166.5	\$489,900	9.11%	159.9	\$434,500	6.60%	140.8	\$253,700	4.30%	128.4	\$196,000	6.64%
Toronto C01	190.5	\$472,500	3.81%	204.2	\$720,800	8.85%	215.5	\$747,700	9.45%	182.0	\$546,300	7.82%	185.9	\$386,900	2.31%
Toronto C02	185.2	\$879,300	7.11%	171.6	\$1,360,100	10.42%	194.0	\$1,020,800	9.67%	186.7	\$873,100	14.47%	181.3	\$505,600	3.42%
Toronto C03	192.4	\$990,200	9.69%	186.7	\$1,125,200	8.23%	194.2	\$718,900	7.12%	-	-	-	208.1	\$549,800	20.29%
Toronto C04	167.9	\$1,040,200	8.25%	173.8	\$1,214,900	8.08%	173.4	\$829,000	8.10%	154.2	\$576,100	3.56%	140.3	\$333,600	7.59%
Toronto C06	178.5	\$706,400	5.12%	186.5	\$798,300	6.75%	157.1	\$577,800	2.01%	151.8	\$414,200	6.30%	170.0	\$375,900	3.28%
Toronto C07	171.1	\$587,600	6.94%	198.5	\$908,700	9.07%	167.7	\$596,000	4.16%	144.9	\$425,400	7.97%	150.2	\$353,800	2.95%
Toronto C08	179.0	\$460,900	8.95%	160.0	\$497,300	6.03%	196.4	\$812,900	16.84%	183.8	\$557,400	1.83%	177.8	\$392,200	8.35%
Toronto C09	131.4	\$975,800	5.04%	127.2	\$1,597,800	8.81%	146.2	\$1,189,700	6.72%	166.5	\$859,400	12.20%	131.1	\$434,400	0.69%
Toronto C10	189.2	\$738,000	7.26%	175.1	\$1,074,500	8.09%	179.1	\$884,600	8.35%	224.9	\$515,700	12.11%	196.2	\$470,100	7.33%
Toronto C11	172.9	\$619,500	12.35%	173.2	\$1,159,600	13.35%	194.1	\$851,700	11.81%	112.5	\$179,400	-3.35%	172.8	\$245,900	11.63%
Toronto C12	163.2	\$1,398,600	8.29%	153.6	\$1,650,800	8.25%	175.2	\$757,000	4.16%	180.4	\$611,100	11.50%	185.9	\$584,700	7.15%
Toronto C13	168.5	\$621,600	10.13%	181.7	\$973,600	11.47%	168.3	\$540,000	9.36%	164.0	\$467,000	8.25%	152.5	\$301,700	7.47%
Toronto C14	177.3	\$602,500	4.54%	215.0	\$1,166,500	13.22%	193.7	\$945,000	3.53%	214.9	\$726,100	0.66%	158.7	\$399,100	0.00%
Toronto C15	177.1	\$592,100	9.73%	206.2	\$966,600	14.62%	190.2	\$620,700	15.83%	184.2	\$453,800	6.23%	144.7	\$338,200	3.21%
Toronto E01	206.3	\$640,700	7.39%	203.7	\$686,300	8.12%	214.8	\$673,900	8.21%	204.1	\$412,700	-2.30%	188.6	\$447,400	4.60%
Toronto E02	190.9	\$710,100	5.59%	174.7	\$769,400	2.76%	201.4	\$671,700	6.79%	162.4	\$542,900	-2.46%	187.0	\$494,900	9.61%
Toronto E03	177.7	\$547,400	11.13%	181.5	\$609,700	11.83%	178.0	\$579,600	10.77%	-	-	-	138.4	\$207,000	8.38%
Toronto E04	177.5	\$445,600	6.99%	181.3	\$535,300	4.92%	176.1	\$427,300	4.26%	176.6	\$381,700	10.24%	178.1	\$269,800	9.60%
Toronto E05	170.2	\$455,200	9.95%	191.7	\$676,900	8.92%	186.7	\$514,600	8.86%	171.2	\$372,200	11.17%	144.3	\$283,500	9.73%
Toronto E06	183.7	\$519,100	4.49%	184.6	\$527,600	4.23%	189.0	\$447,000	1.39%	-	-	-	173.6	\$382,800	13.69%
Toronto E07	182.1	\$448,900	8.78%	204.0	\$667,700	10.87%	192.7	\$503,700	9.74%	181.9	\$393,300	11.80%	160.0	\$274,000	8.70%
Toronto E08	167.4	\$410,300	7.45%	178.5	\$557,200	5.68%	164.6	\$421,300	4.38%	172.2	\$348,600	9.33%	143.7	\$229,400	12.71%
Toronto E09	164.0	\$396,000	7.33%	179.6	\$511,100	9.31%	166.1	\$407,600	5.93%	164.5	\$303,100	11.83%	145.7	\$273,300	4.07%
Toronto E10	179.2	\$507,300	12.28%	180.7	\$578,400	12.17%	175.4	\$456,200	9.63%	182.3	\$319,300	9.23%	134.5	\$216,800	11.07%
Toronto E11	166.4	\$366,800	9.55%	186.7	\$518,500	8.42%	178.1	\$404,100	7.61%	135.9	\$267,100	14.49%	134.4	\$200,600	10.89%

HISTORIC ANNUAL STATISTICS^{1,6,7}

YEAR	SALES	AVERAGE PRICE
2003	78,898	\$293,067
2004	83,501	\$315,231
2005	84,145	\$335,907
2006	83,084	\$351,941
2007	93,193	\$376,236
2008	74,552	\$379,347
2009	87,308	\$395,460
2010	85,545	\$431,276
2011	89,096	\$465,014
2012	85,496	\$497,130
2013	87,049	\$522,958

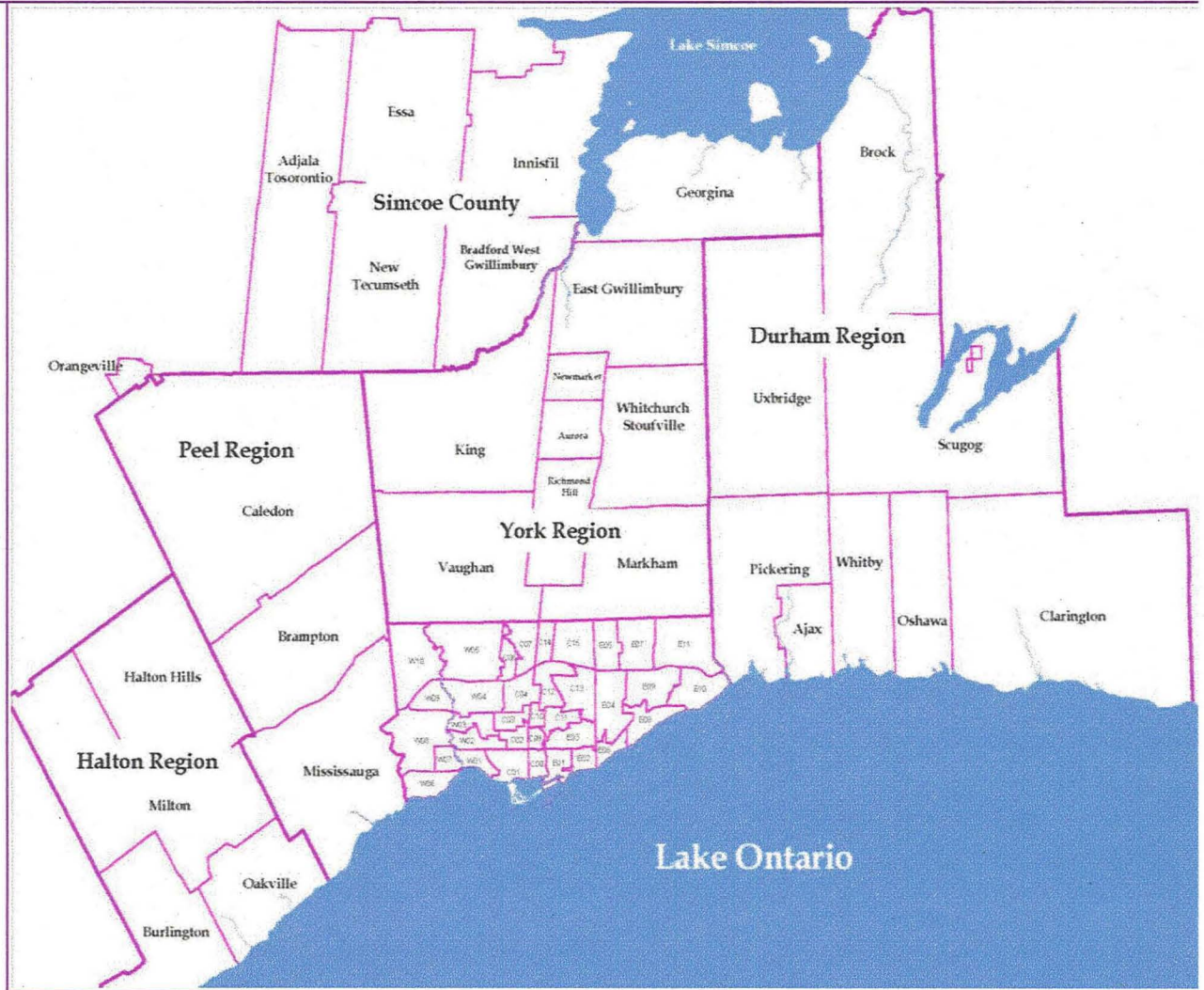
*For historic annual sales and average price data over a longer time frame go to: http://www.torontorealestateboard.com/market_news/market_watch/historical_stats/pdf/TREB_historic_statistics.pdf

2013 MONTHLY STATISTICS^{1,7}

January	4,230	\$482,028
February	5,615	\$509,447
March	7,536	\$517,247
April	9,537	\$524,823
May	9,945	\$540,581
June	8,821	\$529,614
July	8,367	\$512,286
August	7,390	\$501,742
September	7,256	\$532,556
October	7,940	\$539,354
November	6,354	\$538,347
December	4,058	\$520,189
Annual	87,049	\$522,958

2014 MONTHLY STATISTICS^{1,7}

January	4,103	\$526,965
February	5,696	\$552,857
March	8,052	\$557,982
April	9,661	\$578,364
May	11,017	\$584,902
June	10,136	\$569,187
July	9,157	\$550,677
August	7,571	\$546,683
September	8,005	\$574,421
October	8,525	\$588,018
November	6,498	\$578,353
December	4,446	\$556,602
Year-to-Date	92,867	\$566,726



NOTES

- ¹Sales, dollar volume, average sale prices and median sale prices are based on firm transactions entered into the TorontoMLS® system between the first and last day of the month/period being reported.
- ²New listings entered into the TorontoMLS® system between the first and last day of the month/period being reported.
- ³Active listings at the end of the last day of the month/period being reported.
- ⁴Ratio of the average selling price to the average listing price for firm transactions entered into the TorontoMLS® system between the first and last day of the month/period being reported.
- ⁵Average number of days on the market for firm transactions entered into the TorontoMLS® system between the first and last day of the month/period being reported.
- ⁶Due to past changes to TREB's service area, caution should be exercised when making historical comparisons.
- ⁷Past monthly and year-to-date figures are revised on a monthly basis.
- ⁸SNLR = Sales-to-New Listings Ratio. Calculated using a 12-month moving average (sales/new listings).
- ⁹Mos. Inv. = Months of Inventory. Calculated using a 12-month moving average (active listings/sales).

EXHIBIT

S



INTERNET DATA EXCHANGE (“IDX”) LICENSE AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS IDX LICENSE AGREEMENT (the “Agreement”) CAREFULLY BEFORE INDICATING YOUR ACCEPTANCE BY SIGNING BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SIGN THIS AGREEMENT, IN WHICH CASE YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE IDX SYSTEM OR SERVICES PROVIDED PURSUANT HERETO.

This Agreement together with all materials referenced herein is a legal agreement between The Toronto Real Estate Board (“**TREB**” or the “**Board**”), a corporation incorporated pursuant to the laws of the Province of Ontario, and You (the “**IDX Subscriber**”). In consideration of the mutual undertakings contained in this Agreement, the parties agree as follows:

ARTICLE 1 GENERAL.

- 1.1 This Agreement sets out the requirements for the orderly and efficient operation of the IDX System (as hereinafter defined) and is intended to make the IDX Subscriber aware of what TREB deems to be both acceptable use and unacceptable use of the IDX System.
- 1.2 This Agreement should be read in conjunction with TREB Requirements (as hereinafter defined).
- 1.3 By using the IDX System, the IDX Subscriber agrees to and must comply with this Agreement.
- 1.4 The IDX Subscriber will be fully responsible for all access to the IDX System through its personal account.

ARTICLE 2 DEFINITIONS.

- 2.1 In this Agreement:

“**Authenticator**” means any handheld random password generator(s) that may be provided by TREB to IDX Subscriber from time to time;

“**Authorized User Agreement**” means the user agreement, as amended, restated or replaced from time to time, which governs, among other things, access to and use of the MLS® System;

“**Board of Directors**” means the Board of Directors of TREB;

“**Confidential Information**” has the meaning ascribed thereto in Section 7.1;

“**IDX Data**” means all or any part of the subset of data extracted by TREB from the MLS® Listings provided by the IDX Subscribers and which can be accessed by other IDX Subscribers through the IDX System;

“**IDX Database**” means the aggregation of the IDX Data as well as its assembly and arrangement that from time to time comprises the IDX System;

“IDX Frame” means the HTML or other code, as defined and/or provided by TREB as part of the IDX System from time to time in its sole discretion, that enables an IDX Subscriber to display the IDX Database on the Subscriber Website;

“IDX Subscriber” means You as set forth in the preamble of this Agreement; and **“IDX Subscribers”** means all participants in the IDX System pursuant to this Agreement, as same may be amended from time to time;

“IDX System” means the proprietary Internet-based service currently known as the Internet Data Exchange (**“IDX”**), and any successor or replacement service thereto owned and operated by or on behalf of TREB, and includes the IDX Database and the IDX Frame;

“Internal Business Purposes” means, subject to the conditions and restrictions in Article 5 hereof, the use of the IDX System and any IDX Data obtained therefrom for the sole purpose of assisting an IDX Subscriber to conduct a bona fide trade in real estate for clients or customers, namely the disposition or acquisition of or transaction in real estate by sale, purchase, agreement for purchase and sale, lease or rental and any offer or attempt to list real estate for such purpose;

“Intellectual Property Rights” mean: (a) any and all proprietary rights provided under patent, copyright (including moral rights) or trade-mark law or any other similar statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either hardware, software, documentation, confidential information, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of any of the foregoing; (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing and the rights to create and/or use derivative works of any of the foregoing; and (c) all licenses and waivers and benefits of waivers of the rights set out in (a) and (b) above, all future income and proceeds from the rights set out in (a) and (b) above, and all rights to damages and profits by reason of the infringement of any of the rights set out in (a) and (b) above;

“MLS®” is a registered trademark of The Canadian Real Estate Association;

“MLS® Database” means the aggregation or any part of the information, comments, opinions, statements, advice, descriptions, services, offers, data, files, links, ideas, software, images, graphics, audio clips, video clips, icons, or any other form of content or information, as well as its selection, assembly and arrangement, that from time to time comprise the MLS® System, and any successor or replacement service thereto;

“MLS® Listing” means any property listing record contained in the MLS® System and the data and information comprising such record;

“MLS® Rules and Policies” means the rules and policies enacted by TREB, as amended, restated or replaced from time to time, which govern, among other things, the operation and use of the MLS® System;

“MLS® System” means the proprietary Internet-based service currently known as the Multiple Listing Service® (**“MLS®”**), and any successor or replacement service thereto owned and operated by or on behalf of TREB;

“Personal Information” shall have the meaning attributed to such term in the *Personal Information and Electronic Documents Act* (Canada), as such legislation may be amended from time to time;

“**REBBA**” means the *Real Estate and Business Brokers Act, 2002* (Ontario) and the regulations thereunder, as such legislation may be amended from time to time;

“**Standards**” means the document(s) created and/or amended from time to time by the Board of Directors of TREB which sets out the minimum technological standards relating to the computer and software configuration and technology needed to access and use the MLS® System and the IDX System;

“**Subscriber Website**” means the website on which the IDX Subscriber uses the IDX Frame and displays the IDX Database;

“**TREB By-Laws**” means the By-Law or by-laws enacted by the Board of Directors of TREB, as amended, restated or replaced from time to time;

“**TREB Requirements**” means the agreements, rules, regulations, policies, guidelines and other documents which govern or regulate the access to and use of any software, computer system, or internet-based application owned by TREB or to which TREB provides access, and includes but is not limited to TREB’s Authorized User Agreement, the MLS® Rules and Policies, the TREB By-Laws, the Standards, and any other TREB documents by which the IDX Subscriber is bound, with respect to, among other things, privacy, network security, information or data security and/or the operation of the IDX System; as any of the foregoing may be amended and/or replaced from time to time.

ARTICLE 3 IDX LISTINGS

3.1 The IDX Subscriber hereby acknowledges and agrees that by electing to participate in the IDX System, all or part of the IDX Data, as may be designated by TREB from time to time, may be included in the IDX System and may appear on any other IDX Subscriber’s Website in accordance with the terms and conditions of this Agreement.

ARTICLE 4 LICENSE GRANT

4.1 License. Subject to the terms and conditions set forth herein, the IDX Subscriber is hereby granted a non-exclusive, non-transferable, limited license (without a right to sublicense), to add the IDX Frame to the Subscriber Website.

4.2 Changes to IDX System. Any updates, modifications or enhancements to the IDX System or the features or functionality thereof that are made available by TREB to the IDX Subscriber, shall be subject to the terms and conditions of this Agreement. TREB may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the IDX System, without notice to an IDX Subscriber or any liability to TREB, IDX Subscriber or any third party.

ARTICLE 5 CONDITIONS AND RESTRICTIONS ON USE.

5.1 Compliance. When using the IDX System, the IDX Subscriber must comply with the terms of this Agreement, all of the TREB Requirements and all applicable laws and regulations.

5.2 Representation and Warranty. IDX Subscriber represents and warrants that the IDX Subscriber is a member of TREB that is: (i) a member of a type or class of “full” membership under TREB’s By-Laws; and (ii) in good standing in accordance with TREB’s By-Laws and REBBA.

5.3 Restrictions. Except as expressly authorized in this Agreement or by TREB in writing, IDX Subscriber shall not:

- (a) use the IDX System or any IDX Data for any purpose other than its Internal Business Purposes and, without limiting the generality of the foregoing, IDX Subscriber shall not use the IDX System or any IDX Data in connection with any website (other than the Subscriber's Website) or internet posting, advertising, unsolicited products or services, promotional material or any other display, distribution, publication or republication to the public or any group or third party;
- (b) assist, allow or permit any person or entity to gain access to the IDX System by or through the IDX Subscriber, its password and/or Authenticator or assigned personal accounts, or access or use the IDX System to provide service bureau, hosting or time-sharing services or to support the operations of any other person or entity;
- (c) use or attempt to use another IDX Subscriber's password and/or Authenticator or personal accounts to gain access to or use the IDX System;
- (d) fail to maintain reasonable security precautions to protect its password and/or Authenticator and personal accounts from unauthorized access, use or disclosure, or fail to notify TREB upon becoming aware of any unauthorized access to or use of its password and/or Authenticator or personal accounts and/or the IDX System;
- (e) attempt to circumvent any computer security measures or resource restrictions, or attempt to gain unauthorized access to operating systems or networks, including by obscuring or falsifying IDX Subscriber's identity;
- (f) use, copy, reproduce, republish, modify, alter, scrape or download the IDX Database, or merge IDX Data with other data, or publish IDX Data in any form, in whole or in part and, without limiting the foregoing, prohibited uses include "screen scraping", "database scraping" and any other activity intended to collect, store, reorganize or manipulate IDX Data produced by, or displayed on and/or through, the IDX System;
- (g) use the IDX System or IDX Data in a manner that is contrary to or in violation of TREB Requirements or applicable laws or regulations or any Intellectual Property Rights of any person or entity;
- (h) use the IDX System for purposes that could reasonably be expected to directly or indirectly cause excessive strain on the system, or unwarranted or unsolicited interference with other IDX Subscribers' use of the system;
- (i) use automated or robot software to directly or indirectly access the IDX System;
- (j) de-compile, reverse engineer, disassemble, modify or adapt the IDX System or any part thereof; or
- (k) use the IDX System to conduct any abusive practices including transmitting anything defamatory, threatening, hateful, harassing, vulgar, obscene, harmful, or invasive of anyone's privacy.

5.4 The terms of this Agreement shall not relieve IDX Subscriber of any of its obligations under the TREB Requirements unless expressly set forth herein.

- 5.5 IDX Subscriber is solely responsible, at its expense, for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services not owned or operated by or on behalf of TREB, that allow IDX Subscriber to access and use the IDX System in accordance with the terms hereof.
- 5.6 IDX Subscriber shall promptly notify TREB if IDX Subscriber becomes aware of any error, bug, or security breach in the IDX System or any unauthorized use of the IDX System or unauthorized use, reproduction or distribution of IDX Data. Subject to the foregoing, IDX Subscriber shall maintain all such information in confidence in accordance with the provisions of Article 7.
- 5.7 TREB reserves the right, but is not obligated, to monitor equipment, systems, networks and/or activity (including usage) of IDX Subscriber at any time and from time to time to ensure compliance with this Agreement and TREB Requirements. In addition, for security and network maintenance purposes, TREB is authorized, but not obligated, to monitor and access IDX System equipment, applications and systems and monitor network traffic and usage at any time and from time to time. IDX Subscriber agrees to render reasonable assistance and cooperation to TREB if so requested in connection with the foregoing.

ARTICLE 6 - INTELLECTUAL PROPERTY.

- 6.1 IDX System and IDX Data. The IDX System and IDX Data: (a) are proprietary and confidential to TREB, and/or its respective licensors, as the case may be; (b) are protected by copyright and other intellectual property laws of Canada and international treaties and conventions; and (c) shall remain the sole property of TREB and/or its licensors, as the case may be. Subject only to the license expressly granted by TREB in this Agreement, all right, title and interest, including Intellectual Property Rights, with respect to the IDX System and IDX Data shall remain the exclusive property of TREB and/or its licensors, as the case may be. IDX Subscriber shall not contest or dispute any of TREB's or any of its licensors', as applicable, right, title and/or interests in the IDX System or IDX Data nor take any action which negates, reduces or impairs any of the same.
- 6.2 Trademarks. IDX Subscriber shall not obtain through the terms of this Agreement any rights in connection with any trade-marks or service marks of TREB or any third party, including any marks relating to the IDX System. IDX Subscriber shall not remove or alter any trade-mark, logo, copyright, proprietary or other notices, symbols, disclaimers or other legends from the IDX Data or through the IDX System.

ARTICLE 7 CONFIDENTIAL INFORMATION.

- 7.1 Confidential Information. For the purposes herein, "Confidential Information" means any and all confidential and/or trade secret information, knowledge and/or data of every kind, including IDX Data, disclosed by TREB to IDX Subscriber pursuant hereto. TREB may mark Confidential Information "confidential" or "proprietary" but regardless of whether so marked or identified, any information that IDX Subscriber knew or should have known was considered confidential or proprietary by TREB will be considered Confidential Information.
- 7.2 Exclusions. Notwithstanding the foregoing, IDX Subscriber shall not have any obligation under this Article 7 with respect to any information, knowledge and/or data disclosed pursuant hereto to the extent same: (a) is or hereafter becomes part of the public domain through no wrongful act of IDX Subscriber; (b) is known to IDX Subscriber free of any obligation of confidentiality at the time of first disclosure hereunder; (c) is lawfully obtained by IDX Subscriber from a third party

without obligation of confidentiality and without knowledge of breach of any obligation of confidentiality to TREB; (d) is independently developed by IDX Subscriber; or (e) is disclosed pursuant to a court order or other legal compulsion; provided, however, that prior to any such disclosure, IDX Subscriber shall, unless legally prohibited, promptly notify TREB in writing of the requirement or request to disclose, and cooperate with TREB in protecting against or limiting the scope of any such disclosure.

- 7.3 Confidentiality. IDX Subscriber shall: (a) receive and maintain all Confidential Information received hereunder in confidence; (b) use Confidential Information received hereunder solely for the purposes of IDX Subscriber lawfully exercising the license and/or performing its obligations hereunder and for no other purpose whatsoever; and (c) use the same degree of care to protect Confidential Information received hereunder as IDX Subscriber itself uses to protect its own confidential information from unauthorized use, copying and/or disclosure, which standard shall be no less than reasonable care.
- 7.4 Ownership of Confidential Information. All Confidential Information will remain the exclusive property of TREB and/or its third party licensors, and IDX Subscriber will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein.
- 7.5 Cessation of Use/Return of Information. IDX Subscriber shall promptly cease all use of Confidential Information received hereunder upon any suspension or termination of its access to and use of the IDX System pursuant to this Agreement and shall promptly, by secure means, return all such Confidential Information to TREB or delete, erase and destroy all such Confidential Information and certify in writing to TREB that it has done so.

ARTICLE 8 PRIVACY

- 8.1 Compliance with Privacy Laws. IDX Subscriber shall ensure that all Personal Information that may be collected by IDX Subscriber in connection with its access to and/or use of the IDX System or IDX Data will be collected, used, disclosed and maintained strictly in accordance with the requirements of applicable privacy legislation including the *Personal Information Protection and Electronic Documents Act* (Canada), as such legislation may be amended from time to time and the TREB Requirements.
- 8.2 Listings. Notwithstanding that IDX Data may be contained in a public registry or may have been made publicly available in some other forum or medium, including The Canadian Real Estate Association website currently located at www.REALTOR.ca, IDX Subscriber will at all times treat any personally identifiable information contained in the IDX System as Personal Information and will protect and safeguard such Personal Information from any collection, use or disclosure that is not expressly permitted by this Agreement.
- 8.3 Cessation of Use. IDX Subscriber shall cease all use of any and all Personal Information received pursuant to the IDX System upon any suspension or termination of IDX Subscriber's access to and use of the IDX System and IDX Data under the terms of this Agreement and shall promptly, by secure means, return all such Personal Information to TREB or delete, erase and destroy all such Personal Information and certify in writing to TREB that it has done so.
- 8.4 Consent. By agreeing to the terms of this Agreement and by accessing and using the IDX System, IDX Subscriber consents to the collection, use and disclosure of its Personal Information by TREB in accordance with TREB's privacy policy located at http://communications2.torontomls.net/privacy/treb/treb_policy.htm, including to the extent

necessary for TREB to communicate with IDX Subscriber and to administer and enforce this Agreement. IDX Subscriber acknowledges having read, understanding and agreeing to be bound such privacy policy.

ARTICLE 9 - LIMITATION OF LIABILITY.

- 9.1 DISCLAIMER. IDX SUBSCRIBER ACKNOWLEDGES THAT THE IDX SYSTEM AND IDX DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY GUARANTEE, REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. TREB MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WHATSOEVER WITH RESPECT TO THE ADEQUACY OF THE IDX SYSTEM OR IDX DATA FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ITS ADEQUACY TO PRODUCE ANY PARTICULAR RESULT OR THAT THE IDX SYSTEM WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.
- 9.2 DISCLAIMER REGARDING IDX DATA. IDX SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE IDX DATA IS MADE AVAILABLE FROM THE MLS® DATABASE ON AN "AS IS" BASIS, WITHOUT ANY GUARANTEE, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO THE ACCURACY, CORRECTNESS, CURRENCY, RELIABILITY OR COMPLETENESS OF SUCH DATA OR WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY SUCH DATA. IDX SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT THE USE BY IT OF THE IDX SYSTEM IS DONE AT IDX SUBSCRIBER'S SOLE RISK. NEITHER TREB NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WILL BE LIABLE TO IDX SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING ANY LOSS OF PROFITS OR REVENUE OR GOODWILL, OR INTERRUPTION OF BUSINESS IN ANY WAY ARISING OUT OF OR THAT MAY RESULT FROM ANY INACCURATE, INCORRECT, OR INCOMPLETE IDX DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
- 9.3 Availability of IDX System. IDX Subscriber acknowledges that the operation and availability of systems used for accessing and interacting with the IDX System or to transmit IDX Data, including computer networks and the Internet, whether or not supplied by TREB or IDX Subscriber, can be unpredictable and may, from time to time, interfere with or prevent access and use or operation of the IDX System. IDX Subscriber further acknowledges that access to the IDX System may be temporarily unavailable for reasons including the conduct of any necessary maintenance or upgrades to the IDX System. TREB shall not in any way be responsible for any such interference with or prevention of access to and/or use of the IDX System.
- 9.4 LIMITATION OF LIABILITY. NEITHER TREB NOR ANY IT DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE TO IDX SUBSCRIBER OR TO ANY THIRD PARTY (INCLUDING IDX SUBSCRIBER'S CLIENTS OR CUSTOMERS) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR OTHER DAMAGES OF ANY NATURE INCLUDING LOSS OF PROFITS OR REVENUE OR GOODWILL, OR INTERRUPTION OF BUSINESS IN ANY

WAY ARISING OUT OF OR RELATED TO THESE TERMS OF USE (OR ANY SUSPENSION OR TERMINATION HEREUNDER), THE PERFORMANCE OR NON-PERFORMANCE OF THE IDX SYSTEM AND/OR THE USE OF ANY IDX DATA MADE AVAILABLE PURSUANT THERETO, HOWSOEVER ARISING, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FUNDAMENTAL BREACH OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

- 9.5 THIRD PARTY WEBSITES, ETC. The IDX Data may include links to third party websites. TREB does not endorse the content contained in any third party website. TREB does not make any representation, warranty or condition, express or implied, of any kind regarding any third party website, including regarding the legality, accuracy, reliability, quality, completeness, timeliness, non-infringement, security, or suitability of any content on a third party website or whether or not any necessary consents required under applicable privacy laws for any aspect of any third party website have been properly obtained. TREB does not make any representation, warranty or condition, express or implied, regarding the merchantability and/or fitness for a particular purpose of any content, goods or services on or made available through any third party websites or that the operation of any third party website will be uninterrupted, free of error, viruses or any other harmful components. The content, goods and/or services available on or through any third party website is not under TREB's control and if IDX Subscriber chooses to access any third party website, IDX Subscriber does so entirely at its own risk.

ARTICLE 10 INDEMNITY

- 10.1 Indemnity. IDX Subscriber agrees to indemnify and hold harmless TREB and its directors, officers, employees and agents, from and against any and all claims, demands, suits, proceedings, actions, causes of action and/or liability, of any kind whatsoever, for any and all damages, losses, costs and/or expenses (including reasonable legal fees and disbursements) resulting from any and all breaches by IDX Subscriber of this Agreement.

ARTICLE 11 - SUSPENSION OR TERMINATION.

- 11.1 Suspension. In the event IDX Subscriber is in breach of this Agreement, or of any of the TREB Requirements, as determined by TREB in its sole discretion, TREB may immediately suspend without notice IDX Subscriber's access to and use of the IDX System. TREB may end a suspension by notice to IDX Subscriber.
- 11.2 Termination. Without limiting any other rights or remedies available to TREB under the terms of this Agreement, the TREB Requirements, at law or in equity, in the event that IDX Subscriber is in breach of:
- (a) any term or condition of this Agreement, which is not cured (if capable of being cured) within 10 days after notice from TREB;
 - (b) any representation, warranty, covenant, term or condition contained in the TREB Requirements, which is not cured within the applicable cure period, if any, as set forth in the TREB Requirements in respect of the specific breach; or
 - (c) any provisions contained in REBBA;

TREB may immediately terminate this Agreement and IDX Subscriber's access to and use of the IDX System, in which case IDX Subscriber shall comply with any applicable procedures and obligations contained herein and/or in the TREB Requirements.

- 11.3 Discontinuance of IDX System. In the event TREB, in its sole discretion, decides at any time not to continue to offer it members use of the IDX System, TREB may, without liability to IDX Subscriber or any third party, terminate this Agreement and IDX Subscriber's access to and use of the IDX System and any IDX Data.
- 11.4 Effect of Suspension or Termination; Survival. Upon any suspension or termination of this Agreement or IDX Subscriber's rights hereunder, any and all licenses and rights granted herein to IDX Subscriber to access and use the IDX System and any IDX Data shall immediately terminate. Suspension or termination pursuant to the terms of this Agreement shall not limit TREB from pursuing any other remedies available to it under the TREB Requirements, or at law or in equity, including, if applicable, injunctive relief. The following Articles shall survive the suspension or termination of this Agreement, regardless of the reasons for suspension or termination, in addition to any other provision herein which by law or by its nature should survive: Articles 6, 7, 8, 9, 10 and 11.

ARTICLE 12 - GENERAL

- 12.1 Notices. Any notice, direction or other communication required or permitted to be given to TREB or IDX Subscriber hereunder shall be in writing and shall be sufficiently given if delivered personally, mailed by prepaid registered mail, or transmitted by fax or other form of recorded communication to such party as follows:

- (a) in the case of TREB, at:

1400 Don Mills Road
Toronto, ON
M3B 3N1
Fax: 416-443-8129
Email: johnd@trebnet.com

Attention: John DiMichele, CIO

- (b) in the case of IDX Subscriber: at the IDX Subscriber's business address, facsimile number or email address last filed by IDX Subscriber with TREB, addressed to the attention of the IDX Subscriber.

Either party may change its address for service from time to time by notice given to the other party in accordance with this Agreement.

Notwithstanding the foregoing, IDX Subscriber hereby agrees and consents to the receipt of electronic legal notices regarding this Agreement upon access to the IDX System.

- 12.2 Entire Agreement. The terms of this Agreement, together with the TREB Requirements referred to herein, constitute the entire agreement between TREB and IDX Subscriber with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, promises, undertakings or collateral agreements, oral or written, among the parties with respect to the subject matter hereof other than those set forth or expressly referred to herein. In the event of a

conflict between this Agreement and any TREB Requirements, the provisions of this Agreement shall govern.

- 12.3 Amendment. TREB may, in its sole discretion, change, modify, add or delete portions of this Agreement at any time and from time to time without notice to IDX Subscriber by posting the then current version of this Agreement on TREB's website, the MLS® System and/or the IDX System.
- 12.4 Waiver. The failure by TREB to require or enforce the performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall be in writing signed by the waiving party and shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- 12.5 Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or otherwise transferred, including by operation of law, by IDX Subscriber, without the prior written consent of TREB. TREB may assign its rights and obligations under this Agreement.
- 12.6 Enurement. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 12.7 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws principles). IDX Subscriber consents to the exclusive jurisdiction of the provincial and federal courts located in the Province of Ontario in connection with any action or proceeding to enforce, or arising out of, this Agreement.
- 12.8 Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or part thereof shall not in any way be affected or impaired.
- 12.9 Force Majeure. TREB shall not be responsible to IDX Subscriber or any third party for any failure or delay in performance due to circumstances or causes beyond its reasonable control, including any labour dispute, acts of God, natural disasters, fire, utility or communications failures, vandalism, war, acts of terrorism, riots, embargoes, or laws, regulations or orders of any governmental or regulatory entity.
- 12.10 Headings, Gender, Number and Including. The division of this Agreement into Articles and Sections and the use of headings are for purposes of reference only and shall not limit or otherwise affect the interpretation of this Agreement. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, words importing a specific gender include all genders and words importing the singular include the plural and vice versa. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- 12.11 Language. This Agreement and any documents relating thereto have been prepared in the English language at the express request of the parties. Les parties ont exigé, et par les présentes confirment leur demande, que ce contrat soit rédigé en anglais seulement.

IN WITNESS OF WHICH the IDX Subscriber has duly executed this Agreement.

Brokerage Name: _____

Address: _____

Telephone Number: _____

By: _____

Date: _____

Name: ●

Title: Broker of Record

Witness: _____

Date: _____

Name: ●

Title: ●

NOTE: This Agreement will be generated from the TREB Online Agreement System upon completion of all entries by all participating parties including approval by the Toronto Real Estate Board.

This Agreement together with all materials referenced herein is a legal agreement between The Toronto Real Estate Board ('TREB' or the 'Board'), a corporation incorporated pursuant to the laws of the Province of Ontario, and You (the 'IDX Subscriber'). In consideration of the mutual undertakings contained in this Agreement, the parties agree as follows:

ARTICLE 1 GENERAL

- 1.1 This Agreement sets out the requirements for the orderly and efficient operation of the IDX System (as hereinafter defined) and is intended to make the IDX Subscriber aware of what TREB deems to be both acceptable use and unacceptable use of the IDX System.
- 1.2 This Agreement should be read in conjunction with TREB Requirements (as hereinafter defined).
- 1.3 By using the IDX System, the IDX Subscriber agrees to and must comply with this Agreement.
- 1.4 The IDX Subscriber will be fully responsible for all access to the IDX System through its personal account.

ARTICLE 2 DEFINITIONS

- 2.1 In this Agreement: **'Authenticator'** means any handheld random password generator(s) that may be provided by TREB to IDX Subscriber from time to time;
- 'Authorized User Agreement'** means the user agreement, as amended, restated or replaced from time to time, which governs, among other things, access to and use of the MLS® System
- 'Board of Directors'** means the Board of Directors of TREB;
- 'Confidential Information'** has the meaning ascribed thereto in Section 7.1;
- 'IDX Data'** means all or any part of the subset of active listings extracted by TREB from the Listing(s) (which may include, among other things, photos, virtual tour links, etc., as may be determined at the discretion of TREB from time to time) provided by Participating IDX Data Subscribers and Brokerages and compiled and aggregated into the IDX Database and which information can be accessed by other Participating IDX Data Subscribers through the IDX System, and includes information transmitted through an IDX Datafeed, all of which may be determined at the exclusive discretion of TREB from time to time.
- 'IDX Database'** means the compilation, aggregation and storage of all IDX Data, or any part thereof, as well as its selection, assembly and/or arrangement from time to time, and any associated software, which is incorporated into and is a part of the IDX System, as may be amended from time to time.
- 'IDX Frame'** means the HTML or other code, as defined and/or

provided by TREB as part of the IDX System from time to time in its sole discretion, that enables an IDX Subscriber to display the IDX Database on the Subscriber Website;

'**IDX Data Subscriber**' means You as set forth in the preamble of this Agreement; and 'IDX Subscribers' means all participants in the IDX System pursuant to this Agreement, as same may be amended from time to time;

'**IDX System**' means the proprietary Internet-based service currently known as the Internet Data Exchange ('IDX'), and any successor or replacement service thereto owned and operated by or on behalf of TREB, and includes the IDX Database and the IDX Frame;

'**Internal Business Purposes**' means, subject to the conditions and restrictions in Article 5 hereof, the use of the IDX System and any IDX Data obtained therefrom for the sole purpose of assisting an IDX Subscriber to conduct a bona fide trade in real estate for clients or customers, namely the disposition or acquisition of or transaction in real estate by sale, purchase, agreement for purchase and sale, lease or rental and any offer or attempt to list real estate for such purpose;

'**Intellectual Property Rights**' mean: (a) any and all proprietary rights provided under patent, copyright (including moral rights) or trade-mark law or any other similar statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either hardware, software, documentation, confidential information, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of any of the foregoing; (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing and the rights to create and/or use derivative works of any of the foregoing; and (c) all licenses and waivers and benefits of waivers of the rights set out in (a) and (b) above, all future income and proceeds from the rights set out in (a) and (b) above, and all rights to damages and profits by reason of the infringement of any of the rights set out in (a) and (b) above

'**MLS®**' is a registered trademark of The Canadian Real Estate Association;

'**MLS® Database**' means the aggregation or any part of the information, comments, opinions, statements, advice, descriptions, services, offers, data, files, links, ideas, software, images, graphics, audio clips, video clips, icons, or any other form of content or information, as well as its selection, assembly and arrangement, that from time to time comprise the MLS® System, and any successor or replacement service thereto;

'**MLS® Listing**' means any property listing record contained in the MLS® System and the data and information comprising such record;

'**MLS® Rules and Policies**' means the rules and policies enacted by TREB, and as may be amended, restated or replaced from time to time, by TREB in its sole discretion, which govern, among other things, the operation and use of TREB's MLS® System. **MLS®**

'System' means the proprietary Internet-based service currently known as the Multiple Listing Service® ('MLS®'), and any successor or replacement service thereto owned and operated by or on behalf of TREB;

'Personal Information' shall have the meaning attributed to such term in the *Personal Information and Electronic Documents Act (Canada)*, as such legislation may be amended from time to time;

'REBBA' means the Real Estate and Business Brokers Act, 2002 (Ontario) and the regulations thereunder, as such legislation may be amended from time to time;

'Standards' means the document(s) created and/or amended from time to time by the Board of Directors of TREB which sets out the minimum technological standards relating to the computer and software configuration and technology needed to access and use the MLS® System and the IDX System;

'Subscriber Website' means the website on which the IDX Subscriber uses the IDX Frame and displays the IDX Database.

'TREB By-Laws' means the By-Law or by-laws enacted by the Board of Directors of TREB, as amended, restated or replaced from time to time;

'TREB Requirements' means the agreements, rules, regulations, policies, guidelines and other documents which govern or regulate the access to and use of any software, computer system, or internet-based application owned by TREB or to which TREB provides access, and includes but is not limited to TREB's Authorized User Agreement, the MLS® Rules and Policies, the TREB By-Laws, the Standards, and any other TREB documents by which the IDX Subscriber is bound, with respect to, among other things, privacy, network security, information or data security and/or the operation of the IDX System; as any of the foregoing may be amended and/or replaced from time to time.

ARTICLE 3 IDX LISTINGS

3.1 The IDX Subscriber hereby acknowledges and agrees that by electing to participate in the IDX System, all or part of the IDX Data, as may be designated by TREB from time to time, may be included in the IDX System and may appear on any other IDX Subscriber's Website in accordance with the terms and conditions of this Agreement.

ARTICLE 4 LICENSE GRANT

4.1 License. Subject to the terms and conditions set forth herein, the IDX Subscriber is hereby granted a non-exclusive, non-transferable, limited license (without a right to sublicense), to add the IDX Frame to the Subscriber Website

4.2 Changes to IDX System. Any updates, modifications or enhancements to the IDX System or the features or functionality thereof that are made available by TREB to the IDX Subscriber, shall be subject to the terms and conditions of this Agreement. TREB may at any time and for any reason elect to modify, discontinue, delete or

restrict any aspect or feature of the IDX System, without notice to an IDX Subscriber or any liability to TREB, IDX Subscriber or any third party.

ARTICLE 5 CONDITIONS AND RESTRICTIONS ON USE

- 5.1 Compliance. When using the IDX System, the IDX Subscriber must comply with the terms of this Agreement, all of the TREB Requirements and all applicable laws and regulations.
- 5.2 Compliance. When using the IDX System, the IDX Subscriber must comply with the terms of this Agreement, all of the TREB Requirements and all applicable laws and regulations.
- 5.3 Restrictions. Except as expressly authorized in this Agreement or by TREB in writing, IDX Subscriber shall not;
- (a) use the IDX System or any IDX Data for any purpose other than its Internal Business Purposes and, without limiting the generality of the foregoing, IDX Subscriber shall not use the IDX System or any IDX Data in connection with any website (other than the Subscriber's Website) or internet posting, advertising, unsolicited products or services, promotional material or any other display, distribution, publication or republication to the public or any group or third party;
 - (b) assist, allow or permit any person or entity to gain access to the IDX System by or through the IDX Subscriber, its password and/or Authenticator or assigned personal accounts, or access or use the IDX System to provide service bureau, hosting or timesharing services or to support the operations of any other person or entity
 - (c) use or attempt to use another IDX Subscriber's password and/or Authenticator or personal accounts to gain access to or use the IDX System;
 - (d) fail to maintain reasonable security precautions to protect its password and/or Authenticator and personal accounts from unauthorized access, use or disclosure, or fail to notify TREB upon becoming aware of any unauthorized access to or use of its password and/or Authenticator or personal accounts and/or the IDX System;
 - (e) attempt to circumvent any computer security measures or resource restrictions, or attempt to gain unauthorized access to operating systems or networks, including by obscuring or falsifying IDX Subscriber's identity;
 - (f) use, copy, reproduce, republish, modify, alter, scrape or download the IDX Database, or merge IDX Data with other data, or publish IDX Data in any form, in whole or in part and, without limiting the foregoing, prohibited uses include 'screen scraping', 'database scraping' and any other activity intended to collect, store, reorganize or manipulate IDX Data produced by, or displayed on and/or through, the IDX System;
 - (g) use the IDX System or IDX Data in a manner that is contrary to or in violation of TREB Requirements or applicable laws or regulations or any Intellectual Property Rights of any person or entity;
 - (h) use the IDX System for purposes that could reasonably be

expected to directly or indirectly cause excessive strain on the system, or unwarranted or unsolicited interference with other IDX Subscribers' use of the system;

(i) use automated or robot software to directly or indirectly access the IDX System;

(j) de-compile, reverse engineer, disassemble, modify or adapt the IDX System or any part thereof; or

5.4 The terms of this Agreement shall not relieve IDX Subscriber of any of its obligations under the TREB Requirements unless expressly set forth herein.

5.5 IDX Subscriber is solely responsible, at its expense, for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services not owned or operated by or on behalf of TREB, that allow IDX Subscriber to access and use the IDX System in accordance with the terms hereof.

5.6 IDX Subscriber shall promptly notify TREB if IDX Subscriber becomes aware of any error, bug, or security breach in the IDX System or any unauthorized use of the IDX System or unauthorized use, reproduction or distribution of IDX Data. Subject to the foregoing, IDX Subscriber shall maintain all such information in confidence in accordance with the provisions of Article 7.

5.7 TREB reserves the right, but is not obligated, to monitor equipment, systems, networks and/or activity (including usage) of IDX Subscriber at any time and from time to time to ensure compliance with this Agreement and TREB Requirements. In addition, for security and network maintenance purposes, TREB is authorized, but not obligated, to monitor and access IDX System equipment, applications and systems and monitor network traffic and usage at any time and from time to time. IDX Subscriber agrees to render reasonable assistance and cooperation to TREB if so requested in connection with the foregoing.

ARTICLE 6 INTELLECTUAL PROPERTY

6.1 IDX System and IDX Data. The IDX System and IDX Data: (a) are proprietary and confidential to TREB, and/or its respective licensors, as the case may be; (b) are protected by copyright and other intellectual property laws of Canada and international treaties and conventions; and (c) shall remain the sole property of TREB and/or its licensors, as the case may be. Subject only to the license expressly granted by TREB in this Agreement, all right, title and interest, including Intellectual Property Rights, with respect to the IDX System and IDX Data shall remain the exclusive property of TREB and/or its licensors, as the case may be. IDX Subscriber shall not contest or dispute any of TREB's or any of its licensors', as applicable, right, title and/or interests in the IDX System or IDX Data nor take any action which negates, reduces or impairs any of the same.

6.2 Trademarks. IDX Subscriber shall not obtain through the terms of this Agreement any rights in connection with any trade-marks or service

marks of TREB or any third party, including any marks relating to the IDX System. IDX Subscriber shall not remove or alter any trade-mark, logo, copyright, proprietary or other notices, symbols, disclaimers or other legends from the IDX Data or through the IDX System.

ARTICLE 7 CONFIDENTIAL INFORMATION

- 7.1 Confidential Information. For the purposes herein, 'Confidential Information' means any and all confidential and/or trade secret information, knowledge and/or data of every kind, including IDX Data, disclosed by TREB to IDX Subscriber pursuant hereto. TREB may mark Confidential Information 'confidential' or 'proprietary' but regardless of whether so marked or identified, any information that IDX Subscriber knew or should have known was considered confidential or proprietary by TREB will be considered Confidential Information.
- 7.2 Exclusions. Notwithstanding the foregoing, IDX Subscriber shall not have any obligation under this Article 7 with respect to any information, knowledge and/or data disclosed pursuant hereto to the extent same: (a) is or hereafter becomes part of the public domain through no wrongful act of IDX Subscriber; (b) is known to IDX Subscriber free of any obligation of confidentiality at the time of first disclosure hereunder; (c) is lawfully obtained by IDX Subscriber from a third party without obligation of confidentiality and without knowledge of breach of any obligation of confidentiality to TREB; (d) is independently developed by IDX Subscriber; or (e) is disclosed pursuant to a court order or other legal compulsion; provided, however, that prior to any such disclosure, IDX Subscriber shall, unless legally prohibited, promptly notify TREB in writing of the requirement or request to disclose, and cooperate with TREB in protecting against or limiting the scope of any such disclosure.
- 7.3 Confidentiality. IDX Subscriber shall: (a) receive and maintain all Confidential Information received hereunder in confidence; (b) use Confidential Information received hereunder solely for the purposes of IDX Subscriber lawfully exercising the license and/or performing its obligations hereunder and for no other purpose whatsoever; and (c) use the same degree of care to protect Confidential Information received hereunder as IDX Subscriber itself uses to protect its own confidential information from unauthorized use, copying and/or disclosure, which standard shall be no less than reasonable care.
- 7.4 Ownership of Confidential Information. All Confidential Information will remain the exclusive property of TREB and/or its third party licensors, and IDX Subscriber will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein
- 7.5 Cessation of Use/Return of Information. IDX Subscriber shall promptly cease all use of Confidential Information received hereunder upon any suspension or termination of its access to and use of the IDX System pursuant to this Agreement and shall promptly, by secure means, return all such Confidential Information to TREB or delete,

erase and destroy all such Confidential Information and certify in writing to TREB that it has done so.

ARTICLE 8 **PRIVACY**

- 8.1 Compliance with Privacy Laws. IDX Subscriber shall ensure that all Personal Information that may be collected by IDX Subscriber in connection with its access to and/or use of the IDX System or IDX Data will be collected, used, disclosed and maintained strictly in accordance with the requirements of applicable privacy legislation including the Personal Information Protection and Electronic Documents Act (Canada), as such legislation may be amended from time to time and the TREB Requirements.
- 8.2 Listings. Notwithstanding that IDX Data may be contained in a public registry or may have been made publicly available in some other forum or medium, including The Canadian Real Estate Association website currently located at www.REALTOR?.ca, IDX Subscriber will at all times treat any personally identifiable information contained in the IDX System as Personal Information and will protect and safeguard such Personal Information from any collection, use or disclosure that is not expressly permitted by this Agreement.
- 8.3 Cessation of Use. IDX Subscriber shall cease all use of any and all Personal Information received pursuant to the IDX System upon any suspension or termination of IDX Subscriber's access to and use of the IDX System and IDX Data under the terms of this Agreement and shall promptly, by secure means, return all such Personal Information to TREB or delete, erase and destroy all such Personal Information and certify in writing to TREB that it has done so.
- 8.4 Consent. By agreeing to the terms of this Agreement and by accessing and using the IDX System, IDX Subscriber consents to the collection, use and disclosure of its Personal Information by TREB in accordance with TREB's privacy policy located at http://communications2.torontomls.net/privacy/treb/treb_policy.htm, including to the extent necessary for TREB to communicate with IDX Subscriber and to administer and enforce this Agreement. IDX Subscriber acknowledges having read, understanding and agreeing to be bound such privacy policy.

ARTICLE 9 **LIMITATION OF LIABILITY**

- 9.1 DISCLAIMER. IDX SUBSCRIBER ACKNOWLEDGES THAT THE IDX SYSTEM AND IDX DATA ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS, WITHOUT ANY GUARANTEE, REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. TREB MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WHATSOEVER WITH

RESPECT TO THE ADEQUACY OF THE IDX SYSTEM OR IDX DATA FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ITS ADEQUACY TO PRODUCE ANY PARTICULAR RESULT OR THAT THE IDX SYSTEM WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.

9.2 DISCLAIMER REGARDING IDX DATA. IDX SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE IDX DATA IS MADE AVAILABLE FROM THE MLS? DATABASE ON AN ?AS IS? BASIS, WITHOUT ANY GUARANTEE, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO THE ACCURACY, CORRECTNESS, CURRENCY, RELIABILITY OR COMPLETENESS OF SUCH DATA OR WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY SUCH DATA. IDX SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT THE USE BY IT OF THE IDX SYSTEM IS DONE AT IDX SUBSCRIBER?S SOLE RISK. NEITHER TREB NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WILL BE LIABLE TO IDX SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING ANY LOSS OF PROFITS OR REVENUE OR GOODWILL, OR INTERRUPTION OF BUSINESS IN ANY WAY ARISING OUT OF OR THAT MAY RESULT FROM ANY INACCURATE, INCORRECT, OR INCOMPLETE IDX DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

9.3 Availability of IDX System. IDX Subscriber acknowledges that the operation and availability of systems used for accessing and interacting with the IDX System or to transmit IDX Data, including computer networks and the Internet, whether or not supplied by TREB or IDX Subscriber, can be unpredictable and may, from time to time, interfere with or prevent access and use or operation of the IDX System. IDX Subscriber further acknowledges that access to the IDX System may be temporarily unavailable for reasons including the conduct of any necessary maintenance or upgrades to the IDX System. TREB shall not in any way be responsible for any such interference with or prevention of access to and/or use of the IDX System.

9.4 LIMITATION OF LIABILITY. NEITHER TREB NOR ANY IT DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE TO IDX SUBSCRIBER OR TO ANY THIRD PARTY (INCLUDING IDX SUBSCRIBER'S CLIENTS OR CUSTOMERS) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR OTHER DAMAGES OF ANY NATURE INCLUDING LOSS OF PROFITS OR REVENUE OR GOODWILL, OR INTERRUPTION OF BUSINESS IN ANY WAY ARISING OUT OF OR RELATED TO

THESE TERMS OF USE (OR ANY SUSPENSION OR TERMINATION HEREUNDER), THE PERFORMANCE OR NONPERFORMANCE OF THE IDX SYSTEM AND/OR THE USE OF ANY IDX DATA MADE AVAILABLE PURSUANT THERETO, HOWSOEVER ARISING, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FUNDAMENTAL BREACH OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

- 9.5 THIRD PARTY WEBSITES, ETC. The IDX Data may include links to third party websites. TREB does not endorse the content contained in any third party website. TREB does not make any representation, warranty or condition, express or implied, of any kind regarding any third party website, including regarding the legality, accuracy, reliability, quality, completeness, timeliness, non-infringement, security, or suitability of any content on a third party website or whether or not any necessary consents required under applicable privacy laws for any aspect of any third party website have been properly obtained. TREB does not make any representation, warranty or condition, express or implied, regarding the merchantability and/or fitness for a particular purpose of any content, goods or services on or made available through any third party websites or that the operation of any third party website will be uninterrupted, free of error, viruses or any other harmful components. The content, goods and/or services available on or through any third party website is not under TREB's control and if IDX Subscriber chooses to access any third party website, IDX Subscriber does so entirely at its own risk.

ARTICLE 10 INDEMNITY

- 10.1 Indemnity. IDX Subscriber agrees to indemnify and hold harmless TREB and its directors, officers, employees and agents, from and against any and all claims, demands, suits, proceedings, actions, causes of action and/or liability, of any kind whatsoever, for any and all damages, losses, costs and/or expenses (including reasonable legal fees and disbursements) resulting from any and all breaches by IDX Subscriber of this Agreement.

ARTICLE 11 SUSPENSION OR TERMINATION

- 11.1 Suspension. In the event IDX Subscriber is in breach of this Agreement, or of any of the TREB Requirements, as determined by TREB in its sole discretion, TREB may immediately suspend without notice IDX Subscriber's access to and use of the IDX System. TREB may end a suspension by notice to IDX Subscriber.
- 11.2 Restrictions. Without limiting any other rights or remedies available to TREB under the terms of this Agreement, the TREB Requirements, at law or in equity, in the event that IDX Subscriber is in breach of:
- (a) any term or condition of this Agreement, which is not cured (if capable of being cured) within 10 days after notice from TREB;
 - (b) any representation, warranty, covenant, term or condition contained in

the TREB Requirements, which is not cured within the applicable cure period, if any, as set forth in the TREB Requirements in respect of the specific breach; or

(c) any provisions contained in REBBA;

TREB may immediately terminate this Agreement and IDX Subscriber's access to and use of the IDX System, in which case IDX Subscriber shall comply with any applicable procedures and obligations contained herein and/or in the TREB Requirements.

11.3 Discontinuance of IDX System. In the event TREB, in its sole discretion, decides at any time not to continue to offer it members use of the IDX System, TREB may, without liability to IDX Subscriber or any third party, terminate this Agreement and IDX Subscriber's access to and use of the IDX System and any IDX Data.

11.4 Effect of Suspension or Termination; Survival. Upon any suspension or termination of this Agreement or IDX Subscriber's rights hereunder, any and all licenses and rights granted herein to IDX Subscriber to access and use the IDX System and any IDX Data shall immediately terminate. Suspension or termination pursuant to the terms of this Agreement shall not limit TREB from pursuing any other remedies available to it under the TREB Requirements, or at law or in equity, including, if applicable, injunctive relief. The following Articles shall survive the suspension or termination of this Agreement, regardless of the reasons for suspension or termination, in addition to any other provision herein which by law or by its nature should survive: Articles 6, 7, 8, 9, 10 and 11.

ARTICLE 12 GENERAL

12.1 Notices. Any notice, direction or other communication required or permitted to be given to TREB or IDX Subscriber hereunder shall be in writing and shall be sufficiently given if delivered personally, mailed by prepaid registered mail, or transmitted by fax or other form of recorded communication to such party as follows:

(a) in the case of TREB, at:

1400 Don Mills Road

Toronto, ON

M3B 3N1

Fax: 416-443-8129

Email: trebidx@trebnet.com

Attention: CIO

(b) in the case of IDX Subscriber: at the IDX Subscriber's business address, facsimile number or email address last filed by IDX Subscriber with TREB, addressed to the attention of the IDX Subscriber. Either party may change its address for service from time to time by notice given to the other party in accordance with this Agreement. Notwithstanding the foregoing, IDX Subscriber hereby agrees and consents to the receipt of electronic legal notices regarding this Agreement upon access to the IDX System.

12.2 Entire Agreement. The terms of this Agreement, together with the

TREB Requirements referred to herein, constitute the entire agreement between TREB and IDX Subscriber with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, promises, undertakings or collateral agreements, oral or written, among the parties with respect to the subject matter hereof other than those set forth or expressly referred to herein. In the event of a conflict between this Agreement and any TREB Requirements, the provisions of this Agreement shall govern.

- 12.3 Amendment. TREB may, in its sole discretion, change, modify, add or delete portions of this Agreement at any time and from time to time without notice to IDX Subscriber by posting the then current version of this Agreement on TREB's website, the MLS® System and/or the IDX System.
- 12.4 Waiver. The failure by TREB to require or enforce the performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall be in writing signed by the waiving party and shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- 12.5 Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or otherwise transferred, including by operation of law, by IDX Subscriber, without the prior written consent of TREB. TREB may assign its rights and obligations under this Agreement.
- 12.6 Enurement. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 12.7 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws principles). IDX Subscriber consents to the exclusive jurisdiction of the provincial and federal courts located in the Province of Ontario in connection with any action or proceeding to enforce, or arising out of, this Agreement.
- 12.8 Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or part thereof shall not in any way be affected or impaired.
- 12.9 Force Majeure. TREB shall not be responsible to IDX Subscriber or any third party for any failure or delay in performance due to circumstances or causes beyond its reasonable control, including any labour dispute, acts of God, natural disasters, fire, utility or communications failures, vandalism, war, acts of terrorism, riots, embargoes, or laws, regulations or orders of any governmental or regulatory entity.

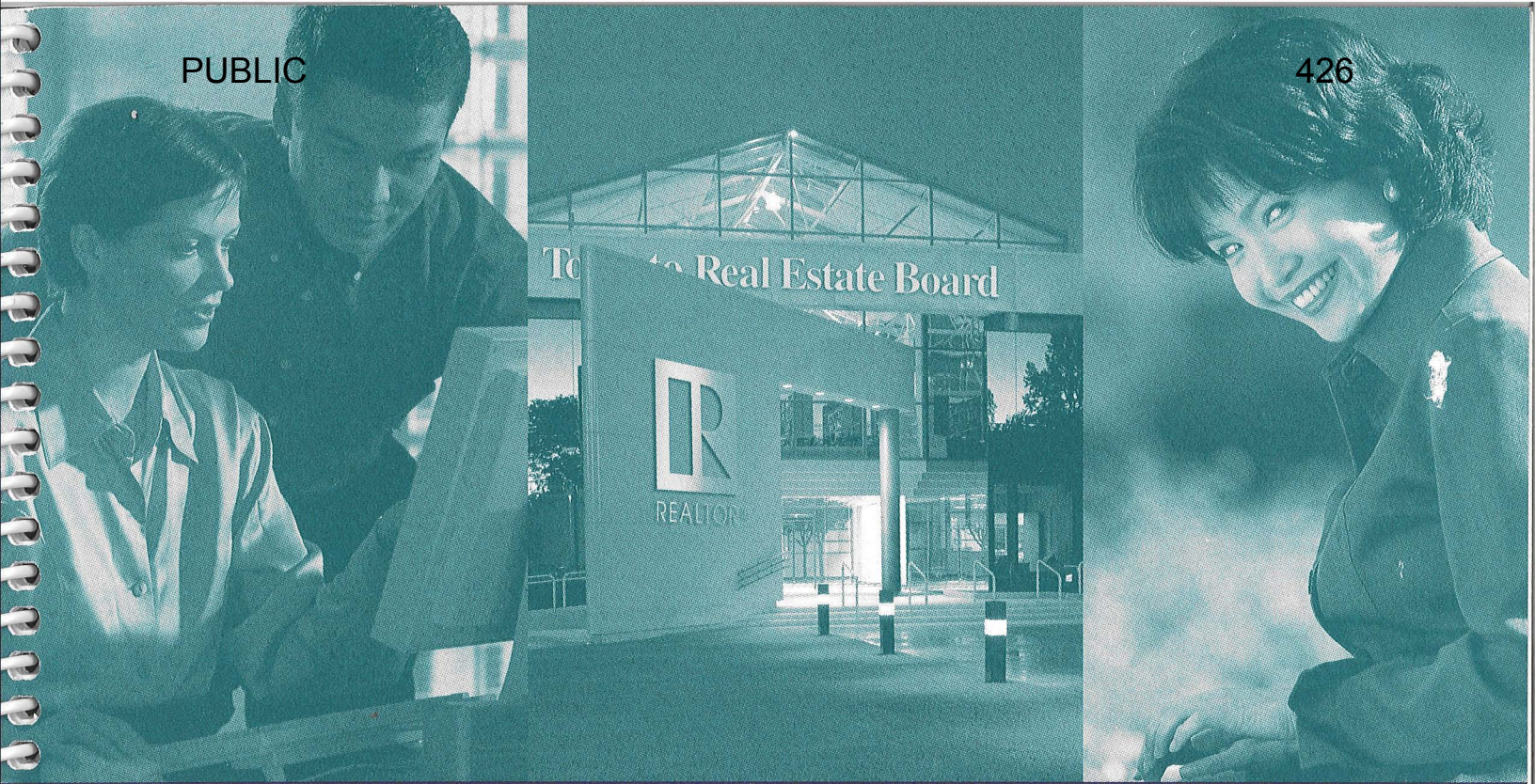
12.10 Language. This Agreement and any documents relating thereto have been prepared in the English language at the express request of the parties. Les parties ont exigé, et par les présentes confirment leur demande, que ce contrat soit rédigé en anglais seulement

I, **BROKER NAME**, the Broker of Record/Manager and IDX Subscriber, acknowledge and confirm that I have read, understood, and agree to the terms of this Agreement and have the authority to alter this agreement and I hereby acknowledge and authorize this access change.
Confirmed electronically on **TIMESTAMP**.

<BROKER NAME AND TIMESTAMP WILL AUTOPOPULATE>

EXHIBIT

W



Education Workbook

Complying with Privacy

Presented by Mark Weisleder

IMPORTANT NOTE The information and sample documents contained in these seminar materials are being provided to Ontario's REALTORS® as best-practices guidelines for privacy compliance.

This information and sample documents are based on the activities, policies and procedures (especially regarding the collection, use and disclosure of personal information) of REALTORS® and non-REALTOR® employees of several brokerage firms in Ontario. While brokerage firms and REALTORS® in Ontario conduct many of the same activities and use similar processes in the collection, use and disclosure of personal information, not everything that is contained in these materials and sample documents will apply equally to every Ontario brokerage firm and REALTOR®. Therefore, it is critical that each Ontario brokerage firm and REALTOR® ultimately review and amend its own activities, policies and procedures (especially regarding the collection, use and disclosure of personal information) in order to become privacy compliant.

As with any new legislation, it is expected that as REALTORS® continue to work with their new privacy compliant policies and procedures, there may be issues that arise, common to all Ontario REALTORS®, that were not contemplated in the creation of these materials or sample documents. These further issues will be dealt with as they are brought to OREA's attention and additional information will be provided to Ontario's REALTORS® in response to same. REALTORS® are encouraged to regularly check the Privacy Compliance area in the Legal section of the Members Only portion of the OREA website for further information and updates on privacy compliance issues.

Since the Personal Information Protection and Electronic Documents Act is a new and relatively unprecedented law, REALTORS® are strongly urged to seek the assistance of their firm's solicitor in order to ensure that they become privacy compliant.

TABLE OF CONTENTS

Module 1: Introduction.....	3
The Concept of “Personal Information”	4
Personal Information and REALTORS.....	6
General Summary.....	12
Module 2: Principles	13
Model Code for the Protection of Personal Information.....	13
The CREA Privacy Code	14
Module 3: Consent	20
The Nature of Consent	20
Important Elements of Consent.....	20
Consent Management.....	22
The Consent Process	23
Consent Process Diagram.....	24
Consent Mechanisms	25
Consent Checklist.....	26
Consent & Existing Information	28
Annex A: Selected Provisions Indicating Consent is Required	30
Annex B: Selected Provisions Concerning Exceptions.....	34
Module 4: Privacy Policy	36
Module 5: Sample Forms – Employees & Contractors	40
Module 6: Document Retention Checklist	45
Suspension of the Destruction or Disposal of Records	46
Module 7: Summary for Brokers/Salespeople.....	47
Brokers/Owners/Managers: You Need to Know	47
Salespersons: Do/Do Not	49
Resource Materials.....	50
Frequently Asked Questions	51

MODULE 1: INTRODUCTION

Federal privacy legislation applied to real estate firms in Ontario as of January 1, 2004. Many REALTORS® who have heard or read about privacy or reviewed what the Ontario Real Estate Association, (“OREA”) or the Canadian Real Estate Association (“CREA”) has provided to date are anxious about the impact on their sales/marketing activities. This Guide has been developed to assist firms, brokerages and sales representatives as they search for answers to the possible implications of the application of Part 1 of the *Personal Information Protection and Electronic Documents Act*. The Guide is deliberately meant to be a concise document and if further information or answers are required, OREA will make other resources available to its members.

This document is based on interviews with individuals holding different positions in different firms and actual decisions released by the Privacy Commissioner’s office since the legislation was enacted. The objective of the interviews was to determine personal information associated with their activities in order to create a representative profile of activities of real estate professionals involved in the purchase/sale of property and “deal administration”. The interviews involved both urban and rural firms in order to present as balanced a view as possible. In the analysis of data flows, an attempt is made to summarize the “life cycle” of personal information involved in that business process and identify those who access or use the information. This permits a factual basis for an analysis to determine privacy best practices.

After examining what personal information is involved, the current practices are checked against the ten principles outlined in the Canadian Standards Association (“CSA”) Code. This Code reflects the concepts found in federal and provincial legislation and can act as a suitable proxy to benchmark what real estate firms and brokers will be obliged to do in January.

The ten CSA Model Code principles are:

• Accountability	• Accuracy
• Identifying purposes	• Safeguards
• Limiting collection	• Openness
• Consent	• Individual access
• Limiting use, disclosure and retention	• Challenging compliance

After examining these representative Firm/Broker practices as well as practical examples for each of the 10 CSA principles, a series of recommendations as to how Firms, brokers and sales representatives can best manage personal information are provided. The main goal of privacy legislation is to prevent unwanted personal invasions of your privacy without your permission. What is the most common example of personal invasions of your privacy that you experience on an almost daily basis? You may have answered “telemarketers” who seem to call you every night at your home, trying to sell you something.

Well how did these telemarketers get your number in the first place? Someone initially went through the entire phone book, calling people to try and sell them something. If someone purchased something, they were placed on a list. This list of buyers was then sold to other telemarketers, as it had a lot of value. The point was, there was nothing preventing a company from doing this, with your own very personal information, without your permission.

Now with the introduction of Privacy Laws, including the introduction of the National Do Not call List, there are restrictions against companies selling or doing anything with this kind of personal information without the permission of the individual person. This document is to be used in conjunction as part of a package with other checklists and model documents that are also provided by OREA.

THE CONCEPT OF “PERSONAL INFORMATION”

Part 1 of the *Personal Information Protection and Electronic Documents Act* defines personal information as follows:

“personal information” means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization. (Emphasis added.)

It is clear from the language of this definition of “personal information” that the “identifiability” of an individual is the critical element to the applicability of the legislation. This means that personal information may include information that may be linked to an individual. For a REALTOR®, this may include an address and a sale price even if owner’s name is not associated with it. The reason for this is that an address can easily be associated with a name. If that occurs, then a sale price may also be associated with a name. The easier it is to associate information with an individual; the more that information is to be considered “personal information”.

Generally, personal information is data that:

- (1) permits someone to learn something;
- (2) that relates to a natural person; and
- (3) permits the identification of that person.

This element of “identifiability” separates personal “facts” from the notion of personal “information”. There is a distinction between “personal facts” and “personal information”.

As a further example, a person’s license plate would be personal information as you can use it to identify the individual. The make a model of the car that the person drives would not be personal information as you could not identify that particular person just by knowing this information.

As a further illustration, a question has arisen as to whether a person's business email address is personal information. A complaint was made to the Privacy Commissioner when employee business email addresses were taken from a company's web site and then used for solicitation purposes without their permission. The Privacy Commissioner ruled that this was in fact a violation of their privacy rights, as they had only given their addresses for the sole purpose of being contacted relative to company matters as shown on the website itself.

When we examine many of the issues affecting salespeople who deal with personal information on a daily basis, we should all ask ourselves the following question: With what we are thinking of doing, are we any different than telemarketers, bothering individual people at home without their permission? This should help you determine the correct course of action in always obtaining permission before you use someone's personal information in your everyday practice as a REALTOR®.

We will also have to keep in mind that in addition to Privacy concerns, some situations will also require additional compliance with the applicable RECO obligations under the REBBA2002 Code of Ethics.

To further emphasize this distinction, one may have a large amount of information or "facts" about an individual but as long as the person's identity is not known and cannot be ascertained from an examination of that information than it does not constitute personal "information"; this constitutes personal "facts". *This is because the individual is not identified or identifiable.* The creation or storage of "facts" without a connection with an identity is characterized as "anonymization" or making information anonymous.

What constitutes "personal information" or "sensitive personal information" (the latter being a subset of the former) has a variety of meanings to different people. For example, there is no specific definition of "sensitive" data but the following may be considered as a partial list:

- physical or mental health or condition;
- financial information;
- membership in a trade union;
- sexual orientation;
- religious beliefs or other beliefs of a similar nature;
- racial or ethnic origin;
- political opinions; or
- the commission or alleged commission of a offence (and disposition thereof).

It is important to emphasize to REALTORS® that, for the purposes of Canadian privacy legislation and the CREA Privacy Code, **personal information is any information about an identifiable individual** (this includes both sensitive personal information and non-

sensitive personal information). This may appear as a broad, perhaps even “vague” concept. In fact, that was the intention of the governments that enacted the legislation, reflecting a policy to provide protection of personal information in a broad set of circumstances.

PERSONAL INFORMATION AND REALTORS®

The object of this Part is to explore, in general terms, the types of personal information collected by REALTORS® during the course of their business activities. While the “titles” will likely vary from Firm to Firm, the following “individuals” were interviewed as to their practices concerning personal information.

- Broker-Owner (Rural)
- Associate Broker/Manager (Urban)
- Sales Representative (Urban – Medium volume of Ends per year)
- Sales Representative (Urban – Small volume of Ends per year)
- Sales Representative (Rural)
- Operations Accountant
- Deal Administrator
- Bookkeeper

The intent of the exercise was to not only follow a “deal” from beginning to end – a purchase as well as a sale – but also examine the relationship between a Firm and an individual REALTOR® in order to assess how personal information was treated.

Generally, with respect to the personal information held by a Firm, there may be four categories of files kept:

1. Personal information on REALTORS® held by Firms;
2. Personal information on employees held by Firms;
3. Personal information on third parties (investment property owners/tenants) held by Firms; and
4. Personal information on vendors and/or purchasers held by the Firm and the REALTOR®.

Personal information may include financial information.

BUYING

The majority of transactions considered involved residential real estate although in some instances lots have been bought or sold. Most work comes from either referrals (past clients or friends of past clients, etc.) or through the practice of “farming” (e.g. making cold calls, sending materials to targeted neighborhoods; or generalized bulk mailings based on postal codes).

In meeting clients, basic contact information is obtained (e.g. name, telephone number, e-mail address) which is kept in a notebook or file folder until the matter becomes an active file. Generally information is collected directly from the client concerned. A REALTOR®

may also maintain the information in Personal Digital Assistants (PDAs). In initial meetings, the REALTOR® explains the buyer/broker relationship and shows the client a form that explains the agency relationship and also explains that they have to sign a buyer representation agreement. If not, the REALTOR® must act in the interest of the seller. When acting for a client, information provided to the REALTOR® is considered confidential (see however FILE Handling section below).

When making appointments to visit houses, the REALTOR® will call the brokerage's office (to whom the home is listed) but likely won't give the name of the potential buyer to the brokerage. Appointments to visit houses are made by an office receptionist or secretary calling the client to book an appointment. Confirmations of visits are made to the real estate office which provides it to the salesperson. Lock box numbers are never given to a REALTOR® directly but provided to their office.

Where there is a question as to the financial ability of a client to purchase a property, a REALTOR® will want some evidence from a bank to confirm that the client has been pre-approved. Since banks are conscious of providing information about clients, this may simply entail bank personnel confirming that the client is approved to a certain rate.

Following the viewing and selection of an appropriate property, which may involve the collection of personal information about personal preferences, price ranges or limits, an offer is prepared. If accepted, a deposit cheque is obtained and a copy of the agreement is sent to the client and vendor's broker. MLS® listing information is updated as required, usually within 24 hours. Copies of all agreements (i.e. buyer representation agreement, purchase/sell agreement, etc.) are sent to the "deal administrator". This could be simply an office secretary, an administrative person in a small office or a large administrative center. In some instances, a copy of the agreement is sent to the buyer's bank.

The REALTOR® may keep "copies" in a "shadow" file kept either in an office or home office. This may be in a locked cabinet but could easily be in a desk drawer or in a cardboard storage box. The most common retention period is seven years although all but one of the individuals interviewed did not know why that retention time frame was chosen. Information from successful as well as unsuccessful deals may be retained. In one instance, files are permanently maintained. The disposition of "old" files varies. Some may be shredded, others burned, while still others may simply be placed in permanent storage.

SELLING

As an initial step, the REALTOR® obtains a list of comparable properties in the neighbourhood or area in question and discusses them with the client for the purpose of determining a listing price. This is usually followed by the execution of the listing agreement. The REALTOR® may collect information about the property both for the SPIS disclosure statement as well as the MLS® listing. This information is usually placed in the listing file.

In the course of conducting open houses, a REALTOR® will ask viewers to voluntarily sign-in and leave a phone number. This information is kept in the property file. In some

instances, a REALTOR® may use the sign-in sheet as a means to solicit new clients. Information concerning showings is stored in the REALTOR's file. In some offices, during the course of selling the property, information about visits/showings is readily obtainable since a computer program (Quick Office Commander) can generate a print-out with information on who visited (salesperson who was showing, when, etc).

After an agreement is "firm", the REALTOR® provides all necessary documentation to the "deal administrator" and stores a duplicate file until after the deal closes – unless a complication arises that delays closing or terminates a transaction (e.g. inability to waive a condition). This storage may be in a locked cabinet or a desk drawer. Information held in a PDA may be periodically deleted, especially in those instances where the relationship with a potential client never developed (e.g. the salesperson refused to work with the client) or where it deteriorated (e.g. sale expectations resulted in the termination of the relationship prior to the sale of the property). In those instances where a deal was successful, client information will be retained for a considerable period of time.

REALTORS® may go back to inactive files for information about past clients but this appears to be triggered by a client call and the information is sought to refresh the REALTOR(R)'s memory.

DEAL ADMINISTRATION

A client file is generally seen by the REALTOR® and the deal administration "office" which may range from the simplicity of a single office secretary to the sophistication of a large back-office "hub". The client file may also be seen by another salesperson who handles the file when the listing or buyer's representative is away on vacation. Usually, the client file consists of only the client name and telephone number.

"Deal administration" involves the administrative processing of "firm" agreements for the purchase and sale of a property. It generally involves a degree of coordination concerning the handling of outstanding conditions; the collection/transmission of property documentation; the processing of commission invoices; preparation of trade records and the issuance of commission cheques. In some instances, deal administration may be more broadly defined on the buying end to involve preparation of an offer for a REALTOR®.

"Deal" files are generally organized on a property basis. Client documents processed in deal administration range from contact information to formal agreements and agency forms to legal documents such as surveys, formal waivers, etc. No database is kept on clients per se. Information requests are generally referred back to the REALTOR® in question with little information other than what is required for the transaction. This would include information for trade records: such as names of buyer/seller; particulars of sale; REALTOR®'s name; lawyer's name. Usually a "paper" file and electronic file of the deal will exist.

Banks may sometimes contact the deal administration office for information. In one instance, the office in question had an informal practice of authenticating the Bank official by asking questions concerning the transaction.

Firms also keep files for approximately seven years although no formal document retention policies exist in the firms interviewed.

MARKETING

Marketing activities involving personal information generally revolves around contact information (name, mailing address) to send out Christmas cards, newsletters or calendars to clients. In some instances, this may involve retaining the spouse's name as well as the principle client contact.

Some REALTORS® use "Just Sold" or "Just Listed" flyers usually within a couple of weeks after closing or listing. Some flyers contain address information; others indicate a neighborhood; some further indicate price.

Some REALTORS® operate web sites marketing the properties they have listed or sold. Clients sign a form when listing their property that acknowledges the right to posting on the Internet. There will be a service agreement with the web hosting company (which may be the Internet provider) but the agreement may or may not cover what that service provider can do with the information. In some instances the "sold property" information may be old (in one instance, a sold property on a web site was found to be three years old).

Advertising is centered on properties and is placed in newspapers or specific purpose magazines or broadsheets.

Most marketing is left to individual agents or franchisers (brand marketing) although generic advertising or local sponsorships may occur. Some Firms will conduct direct marketing ("Just Solds") where a house is sold that may include a picture of the property and the address.

One Firm interviewed offers a loyalty program in which case the name of the client, loyalty program number, and trade number is sent to the franchiser in order to ensure delivery of points to the client. No other client information is provided.

FIRM/REALTOR® RELATIONSHIPS

People generally start their careers as REALTORS® through a career night where an Office Manager or Owner may meet with potential REALTORS® to explain education and licensing process as well as potential income/expenses. The potential REALTOR® may only submit a basic application form or resume once he or she is registered in the Real Estate course. The Owner/Manager may keep in contact and offer assistance with the course with the contact information kept in a computer.

Close to the end of the "course process", the Owner/Manager may conduct a more formal interview to collect more detailed information. If the person is a candidate for "hiring", application forms will be completed (e.g. local real estate board) and training commenced. No background checks are performed in light of the fact that REALTORS® undergo a RECO licensing process. Files on employees and independent contractors are kept under lock in the

Firm office. Generally, only management may have access to such "personnel" files.

Firms generally provide some guidance to REALTORS® in terms of policy, sometimes in the form of a Handbook which contains a variety of information. No Firm interviewed had a privacy policy for clients or employees. None had a specific security policy although security procedures were generally noted.

Once the potential REALTOR® receives his or her licence, Board registration follows after which the REALTOR® has "Practising" status. All licences and renewal letters are sent to the Firm, which reminds the REALTOR® of the renewal timeframe. If the REALTOR® does not renew his or her license, the Firm may inform RECO. If Board fees are not paid the Board will inform the Firm at which point the REALTOR® is suspended from the Firm until the matter is rectified. Continuing education credits are usually not tracked by the Firm.

Employee performance reviews occur on a periodic basis, at least annually. Personnel information is retained in the employee file – generally for as long as the individual is employed with the Firm.

In the event there is a complaint involving a REALTOR, the Manager will either address the complaint by telephone or in a meeting involving the REALTOR (unless the client does not want the REALTOR present). "Non-serious" complaints (e.g.: "My house has not sold!") are noted but not kept in the REALTOR's file unless the client sends something in writing. "Serious complaints" would trigger a meeting with the client where the roles of the various bodies having jurisdiction are explained (e.g. a Board, RECO). In some instances, the client seeks monetary compensation and then the Manager will address the issue based on the circumstances.

In the event there is any legal claim, REALTORS® generally notify the Firm, which obtains a copy of the Statement of Claim and forwards it to the insurance company.

When a REALTOR® leaves the business, he or she contacts the broker owner, in which case the REALTOR® may be released from their contract in order to either leave the business or transfer to another broker's office. Clients may be contacted to see if they require the services of another broker, and since real estate is based on personal relationships, the client may accept the offer; move with the REALTOR® or obtain a reference from another source for a different REALTOR®.

ADMINISTRATION

Payroll management varies depending on the size of the Firm. It may be done in-house or through the use of a payroll service provider. In the former instance, it may also be done by cheque, in which case the Firm keeps no REALTOR® financial information (e.g. direct deposit).

Depending on the size of the firm, benefits may or may not be offered to employees. In one instance, where benefits were provided, employee information was provided to the

benefits administrators (e.g. Great West Life; Sun Life)

Personal information and Production reports of REALTORS® will generally be provided to the Firm franchisee since franchise fees may be based on performance and access to software may be done on a “per seat” basis. REALTORS® may receive franchise-wise awards based on their performance.

Records of Employment and tax information (i.e T-4, T4A slips) are prepared and stored together in some instances. In one instance, an administrator prepared HST quarterly reports and expense reports for the REALTORS® although no copies of such documents are kept in the REALTORS®’ personal file. In another instance, the administration office provides an informal payroll service to REALTORS® with respect to their own employees (i.e. sales assistants).

One practice that may occur is the use of a “cash advance” system offered by reputable companies such as Real Estate Financial (REF). In essence, REALTORS®, between the time a deal becomes “firm” and its closing, may apply for an advance on the commission to be paid upon closing. In some instances a copy of the trade record may be provided to the financing company along with the advance request form.

SECURITY

In terms of using information technology, Firms generally had access controls in place (e.g. management having access to all information; administrative staff having access to some). Where networks were used, firewalls were generally deployed. In some instances, wireless networks are used but the security of such networks has not yet been addressed.

Computer systems are backed-up, although this generally consists of accounting software. Lone Wolf software is generally used for administration purposes and is also backed-up. Storage of the backups varies but in some instances off-site removal was done daily.

In terms of physical security, arrangements vary from cabinets that may be accessible by any REALTOR® to strict access control rules (including cleaning during office hours only). In some instances, motion sensors were installed in storage rooms; in other instances the storage facility may be an offsite basement or an office attic. There is no specific procedure for the removal of files on computers. It appears to be done periodically on an as-needed basis, sometimes according to the personal preference of the staff person with the electronic file.

Passwords are commonly used and kept confidential although no formal password policy exists.

PROPERTY MANAGEMENT

Related but distinct from the purchase and sale of real estate is the fact that some Firms do engage in property management activities on behalf of clients who have purchased investment properties. Files may generally be sorted by name of property, which contain owner information and may or may not include tenant information. If not in the property

file, there may be individual files on tenants that may include information about credit checks, references and past landlord checks although in the one instance where this activity occurred, if the applicant was not accepted then the application form was destroyed.

GENERAL SUMMARY

For the most part, the treatment of personal information by Firms and REALTORS® represent the typical treatment of such information by small and medium-sized businesses in Canada. In order to provide a general summary of what firms will need to do to comply with the Privacy Act, the following is an overall guideline:

PRIVACY OFFICER

Each organization must appoint a Privacy Officer, to implement the firm's privacy policy, train staff on privacy compliance issues and respond to questions and requests from the public on privacy issues.

IDENTIFYING PURPOSES AND OBTAINING CONSENT

Firms and Salespeople will have to ensure that they explain to clients and customers the reason why personal information is being collected and obtain their consent to such use.

RETENTION & SECURITY

Firms and individual REALTORS® must ensure that they protect and safeguard any personal information in their possession and should retain this information only as long as it is legally required.

MODULE 2: PRINCIPLES

MODEL CODE FOR THE PROTECTION OF PERSONAL INFORMATION

(the 10 privacy principles set out in Schedule 1 to the *Personal Information Protection and Electronic Documents Act*)

PRINCIPLE 1 - ACCOUNTABILITY

An organization is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with the following principles.

PRINCIPLE 2 - IDENTIFYING PURPOSES

The purposes for which personal information is collected shall be identified by the organization at or before the time the information is collected.

PRINCIPLE 3 - CONSENT

The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate.

PRINCIPLE 4 - LIMITING COLLECTION

The collection of personal information shall be limited to that which is necessary for the purposes identified by the organization. Information shall be collected by fair and lawful means.

PRINCIPLE 5 - LIMITING USE, DISCLOSURE, AND RETENTION

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfilment of those purposes.

PRINCIPLE 6 - ACCURACY

Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

PRINCIPLE 7 - SAFEGUARDS

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

PRINCIPLE 8 - OPENNESS

An organization shall make readily available to individuals specific information about its policies and practices relating to the management of personal information.

1 Note: Each of these 10 principles has a number of sub-paragraphs. The reader is strongly urged to review the sub-paragraphs to each of the 10 principles, online, at http://www.parl.gc.ca/36/2/paribus/chambus/house/bills/government/C-6/C-6_4/sche1E.html

PRINCIPLE 9 - INDIVIDUAL ACCESS

Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

PRINCIPLE 10 - CHALLENGING COMPLIANCE

An individual shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the organization's compliance.

THE CREA PRIVACY CODE

(a practical application of the 10 privacy principles)²

This section takes a look at each of these principles, providing examples and explanations as to how they impact your daily practice as a REALTOR®. By understanding each of these Privacy principles, together with the examples provided, you will not only have a guideline as to how to safely manage the personal information in your possession, but also how to use Privacy laws to assist you in more effectively marketing your services to your clients.

PRINCIPLE 1 – ACCOUNTABILITY

Members are responsible for the proper management of all personal information under their control, and shall designate one or more persons to be accountable for compliance.

Each Firm has to designate someone to have the overall responsibility for Privacy management, to ensure that everyone in the Firm is aware of their Privacy obligations and to ensure that the Firm's Privacy Policy is communicated to all salespeople, clients and employees of the Firm. Sample policies have been prepared by both OREA and CREA. The Privacy Officer can be a broker, salesperson or employee of the Firm. The Privacy Officer is also responsible to communicate to all employees of the Firm how personal information is to be protected and safeguarded at all times, whether it is information coming into the office via fax machine, stored in filing cabinets or available on the Firm's computer systems.

It is important that every employee understands your Privacy Policies. For example, if

someone calls your office and inquires what a given property sold for the night before, you are not permitted to disclose this information without your client's permission. By disclosing this information, you will not only upset your client, you will also have probably lost the opportunity to turn this inquiry into a potential new client. That is why all employees need to be trained not to disclose this type of personal information and to pass the inquiry on to the appropriate salesperson to follow up with the inquiring customer.

2 Note: Each of these 10 principles in the CREA Privacy Code has a number of sub-paragraphs. The reader is strongly urged to review the sub-paragraphs to each of the 10 principles, at REALTOR Link, at <http://www.REALTORlink.ca/dms/docview.asp?docid=030690022&cid=1098010&sid=146736&bid=CREA&L=E&dmsid=2903783bcc63aa8872e17bd1e&folderid=991161204>

PRINCIPLE 2 – IDENTIFYING THE PURPOSES OF PERSONAL INFORMATION

Members shall identify the purposes of collecting information before or at the time the information is collected.

Salespeople are required to tell anyone from whom they are collecting personal information the reason for the collection, either before or at the time the information is collected, and they can only use the personal information for that very same reason. An example is the Open House sign in sheet. If you tell a visitor to your open house that the reason they must sign the sign-in sheet is for security reasons, then you cannot use the information to call the visitor at their home. In reality, you are no different than the telemarketer who is bothering you during dinner. But if you explain to the visitor that the reason for the signature is so that you will follow up with them later or so that you can send them further information about your products and services, then you are not bothering them and can go right ahead. In fact, this Privacy Principle is really just simple courtesy, in explaining why you need information from a potential customer or client.

Can you market to expired listings? Unless the permission is given in the listing agreement, then the answer is no. This was the decision of the Privacy Commissioner, after receiving a complaint in 2004 from a consumer who alleged that a salesperson used information from the listing to contact the seller after the listing expired. The salesperson argued that they got the seller's number out of the phone book, which is publicly available information. The Privacy Commissioner, however, determined that even though the seller had authorized this information to be placed on the board's MLS® system, and even though his home number was listed in the telephone directory, it still did not give anyone the right to use this part of the information, ie. when the listing would expire, without the seller's consent. As a result of this decision, listing agreements across the country have been modified to permit sellers to either give or refuse permission for other salespeople to contact them after their listing expires.

The principle to remember here is that just because personal information is available in a public database, it does not mean you can use it without anyone's permission if it is for a different purpose than intended. As a further example, just because the sale price of a home

may be available to anyone at the public registry offices, it does not give salespeople the right to publish or advertise this information without the consent of the affected consumer.

Can you send out cards advertising that you have just sold a specific property or the sale price that the property sold for? This is not only personal information, but also falls under the REBBA 2002 advertising guidelines. Between the time the property sold and closing, you need the seller's permission to advertise that you sold the property. If you want to advertise the price the property sold for, at any time, then you need the consent of both the buyer and the seller.

Can you market to someone who has a For Sale by Owner sign on the property? If they are selling the property by themselves, without any assistance from a registered brokerage, then the answer is that you can still contact the person, but it is advisable to follow common sense guidelines such as not contacting the owner right away in order to give them time to learn that the sales process is far from easy. If the sign includes the words "No agents" then that should be respected. If the seller has had his listing information posted onto the MLS® system by another registered brokerage, then the RECO rules against soliciting a client of another brokerage apply, unless there is express consent. If, for example, in the MLS® listing, under the brokerage remarks section, it indicates that you can approach the seller directly for showings, commission or offer presentation, then this is what you are permitted to do, as there is express consent given. However, this does not permit you to offer other marketing services to someone else's client.

PRINCIPLE 3 – OBTAINING CONSENT

The knowledge and consent of the consumer are required for the collection, use or disclosure of personal information except where inappropriate.

Besides explaining the reason you are collecting personal information, you must obtain the consent of the person as well. This consent can be verbal, written or implied. The more sensitive the information, the more advisable it is to obtain written consent. As an example, in the standard listing agreement, the seller, in clause 11, gives their written consent for the listing salesperson to use all personal information about the property for the purpose of marketing and selling the property in any manner whatsoever, whether through the MLS® system or through any electronic media. The same is found in clause 8 of the standard buyer representation agreement, to permit a buyer salesperson to use the buyer's personal information to help find them a suitable property.

When someone signs a sign in sheet at your open house, if you explain the reason for their signature right on the form, then the consumer consents to your use when they sign the form itself.

What about your Client Christmas card or mailing lists that were obtained without any consent? Can you continue to use it to send out cards or newsletters to clients? For these lists, it is generally accepted that the clients have given their implied consent for you to continue sending the same type of information that you have in the past, provided that you also provide them the opportunity to opt out of receiving your newsletter in the future by

contacting you at a specified phone number or email address. You cannot, however, use this list for a new purpose, such as providing this list to a moving company without your client's permission. Again, this is simple common courtesy, to obtain permission from anyone before you cause any marketing directly to them.

PRINCIPLE 4 – LIMITING COLLECTION OF PERSONAL INFORMATION

Members shall limit the collection of personal information to that which is necessary for the purposes identified.

Only collect personal information if you really need it. For example, do not collect a client's SIN number unless you expect the client to earn over \$50 in interest on any deposit, such that your firm will have to issue a T5 form for income tax. Otherwise, do not collect this information as there is a real risk that if the information is mishandled in any way, it could lead to an identity theft or similar issues for your clients.

PRINCIPLE 5 – LIMITING USE, DISCLOSURE AND RETENTION OF PERSONAL INFORMATION

Members shall use or disclose personal information only for the reason it was collected, except with the consent of the consumer or as required by law.

At first glance this seems easy to understand; that we should only disclose personal information if we have the permission of our client, or if it is required by a police or similar investigation. However, this provision has wider application. Let's say a seller tells you that the property has a material latent defect, such as cracks in the foundation, or adverse neighbourhood conditions, such as a pedophile who is living on the street, but instructs you not to disclose this to any buyer, saying this is "personal information." The law is clear that this type of information must be disclosed, by both the seller as well as the REALTOR®. Nondisclosure will probably lead to potential legal as well as disciplinary proceedings under the Real Estate Council of Ontario. The answer to your seller here must be that this information will have to be disclosed to any potential buyer or buyer representative. If the seller insists that you not disclose this information, you should think very carefully as to whether you should continue to represent this seller.

PRINCIPLE 6 – ACCURACY OF PERSONAL INFORMATION

Members shall keep personal information as accurate, complete, current and relevant as necessary for its identified purpose.

If you are providing property management services and third parties are relying on your information, it is very important that all personal information be kept up to date and accurate in all respects.

PRINCIPLE 7 – PROTECTING INFORMATION

Members shall protect personal information with safeguards appropriate to the

sensitivity of the information.

It is common sense that when you are entrusted with the personal information of clients, you should be doing your best to protect this information from being released to third parties. This is especially true given the recent phenomenon of identity theft and the fraudulent duplication of SIN numbers, credit and debit cards to defraud consumers and financial institutions.

As such, all employees need to be made aware of the importance of maintaining the confidentiality and security of personal information. Sensitive personal information should only be accessible to those who need to know it. All sensitive information should be safely locked in filing cabinets and all information on computers should be password protected. Fax machines should not be kept in an open environment. Fax cover sheets should always be used when sending important agreements. Destroy personal information when you no longer need it, and preferably by shredder, if it is indeed sensitive personal information. The Privacy Commissioner has ruled that when information is indeed sensitive, it should be shredded as opposed to just being put out as paper garbage. This also makes common sense, as identity thieves often comb through paper garbage looking for this same type of personal information. If you have any sensitive client information on your own Blackberry or similar personal Digital Assistant, make sure that the information is deleted when it is no longer needed or properly stored on a secure outside memory card.

In this regard, Firms should have policies as to how long they will retain paper or electronic files or information, having regard to any income tax or legal requirements.

When you have agreements with third party service providers, such as cleaning services that clean your offices, or companies that you purchase lists from, you must ensure that these companies also have complied with all Privacy obligations. You may want to consider having the cleaning services sign a confidentiality agreement regarding all information in your premises. Any third party providing you with any calling list must provide you with proof that they have the authority to provide you with any personal information and that the information was compiled in accordance with these same Privacy rules and obligations, including the provisions of the National Do Not Call List.

PRINCIPLE 8 – OPENNESS CONCERNING POLICIES AND PRACTICES

Members shall make readily available to consumers specific information about their policies and practices relating to the management of personal information.

It is a good idea to proactively communicate your privacy policy to any potential new client. By demonstrating that you value their personal information, this is an example of how you care about your clients, which is what clients expect from you.

On your website, it is a good idea to have an immediate link to your privacy policy, especially if you are requesting consumers to fill in their personal contact information when they are, for example, searching for properties of interest. All advertising in social media must respect the laws of Privacy and the REBBA 2002 Obligations

regarding advertising. For example, you cannot advertise what a property sold for on your website without the consent of both the buyer and the seller.

It may be advisable to include in your privacy policy a statement indicating that your seller agrees to your marketing the successful sale of their property, so that you obtain the consent to advertise from your seller immediately. You can then request that the buyer acknowledge this policy at the time an offer is presented, or sign a separate acknowledgement at the time the offer is prepared. It should not be included as a separate clause in the agreement itself.

PRINCIPLE 9 – CONSUMER ACCESS TO PERSONAL INFORMATION

Upon request, members shall inform a consumer of the existence, use and disclosure of his or her personal information and shall give the individual access to that information.

Consumers are permitted access to whatever information of theirs that you have in your files. In most cases, real estate Firms do not keep in their files any personal information that is not already available in the client's lawyer's files. As a result, you should not receive many requests from clients to review their personal information. However, in the event that you do receive such a request, you should do your best to make certain that the request is satisfied in a timely manner.

PRINCIPLE 10 – CHALLENGING COMPLIANCE

A consumer shall be able to address a challenge concerning compliance with the above principles to the designated accountable person or persons in the member office.

Privacy Managers are empowered to address any question or concern raised by the public regarding your Firm's privacy policies. You should ensure that any complaint is addressed in a timely manner, to avoid the consumer taking his complaint directly to the Privacy Commissioner's office.

MODULE 3: CONSENT

THE NATURE OF CONSENT

One of the fundamental principles of privacy law is the **need**, in most cases, **for consent by the individual whose personal information** is in question.

This **applies** not only between the **individual concerned and the “collector” of the information** but **also** between the **collector and any third party** that may be provided access to that information.

“Consent” means consent for the collection, use and disclosure of personal information, and may be read as meaning “informed consent”.

IMPORTANT ELEMENTS OF CONSENT

- Consent is the **giving of assent or approval** for the **collection, use or disclosure of personal information** about an **identifiable individual** for a **specific purpose**.
- Consent need not be explicit **but may be implicit**.
- In terms of evidence, it need not be in writing but **may be given orally or expressed through conduct**. Conduct, though, does not mean the mere lack of explicit objection. There must be some positive act, even if it is simply a decision to decline when presented with an opportunity to “opt out” of the sharing of personal information with third parties.
- Subject to some limited exceptions, **consent may be withdrawn**. This means that **consent** is not only an act but also a **continuous process**.
- The **primary purpose for collection of information must be stated**.
- Should that **purpose change** then **consent** is to be **confirmed** so as to also **apply to any new purpose**. Implied consent also includes being permitted to continue cold calling people from the phone book. However, you must comply with the telemarketing rules which can be found at the front of the phone book, which provide certain times when calls or faxes can be made or sent. Mass mail drops are also still permissible, if they are not targeted to specific addresses. Consumers can further limit calls and faxes by registering at the Canadian National Do Not Call List, which began operation at the end of September, 2008, so it is imperative that if you are contemplating using either of these methods in your marketing plans, that you ensure that you and any third party service provider assisting you is in full compliance with these telemarketing rules, while at all times respecting the privacy of anyone who has registered information on the Do Not Call List. What about taking pictures of a seller’s chattels and fixtures while you are doing a home inspection, for the purpose of making sure that there is no confusion at closing? Is there implied consent from the seller, due to the fact that many home inspector’s also take pictures of chattels and fixtures during the inspection? The privacy commissioner has indicated that because some of this information, such as whether these are expensive appliances, could be deemed personal information, then consent should be requested in advance if the buyer wants to take the

pictures.

- **Adequate information about the purposes** for collection, ongoing use and possible disclosure must be provided in order to **permit an informed consent**. The standard of adequacy, in this regard, is generally considered to be what a "reasonable person" would want to know to make a decision regarding consent.

An example of informed express consent has to do with providing a Comparative Market Analysis to your buyer or seller clients. Under both section 11 of the Listing Agreement and section 8 of the Buyer Representation Agreement, the seller and buyer agree that the final sale price of their property may be compiled by the local MLS® boards and used by REALTORS® and appraisers for the purpose of conducting a Comparative Market Analysis for buyer and seller clients.

- In seeking consent, one must also be mindful of the **capacity of an individual** to give consent. The "subject" of the personal information generally gives consent since the provider and the "subject" of the personal information is usually the same. However, this need not be the case. It is possible that "subjects" may lack the legal or mental capacity to provide consent. For example, a parent may give consent for a minor child. Legal exceptions exist to deal with cases where there is an incapacity to give consent. For the REALTOR®, this means that when he/she obtains information he/she must ensure that not only has consent been obtained, but that the person collecting consent is satisfied that the person giving the consent had the legal capacity to do so. Given the high degree of personal interaction, this check is easily done by REALTORS®. If there is ever any question as to the capacity of any client, the family lawyer should be consulted before proceeding any further.
- Consent is **not the same as authorization**. Consent is a more general concept involving two parties: the provider of the information and the recipient where permission is given to collect, use and disclose the personal information in question. One "consent" may cover all uses and disclosures, indefinitely, and need not specify the particular information to be used or disclosed, nor the recipients of disclosed information. However, there is a requirement to **communicate the purpose for which the information is to be used or disclosed and the purpose must be reasonable**.
- The concept of "**knowledge and consent**" – constituting **informed consent** - is found throughout Canadian privacy legislation. Provided for the convenience of readers who are interested in examining relevant provisions, Annex A contains specific statutory examples that illustrate this point. These requirements also provide exceptions that mitigate the need for consent in certain circumstances. Annex B provides examples of such exceptions.
- Privacy legislation does not exist in a vacuum; it fits within the existing legal framework in Canada. The **statutory exceptions to the need for consent** for the collection, use and disclosure of personal information **reflect the policy view** that consent requirements must be **balanced against other important societal interests**.
- **Exceptions exist for each of the three phases of information handling: collection, use and disclosure.**

CONSENT MANAGEMENT**PRELIMINARY CONSIDERATIONS**

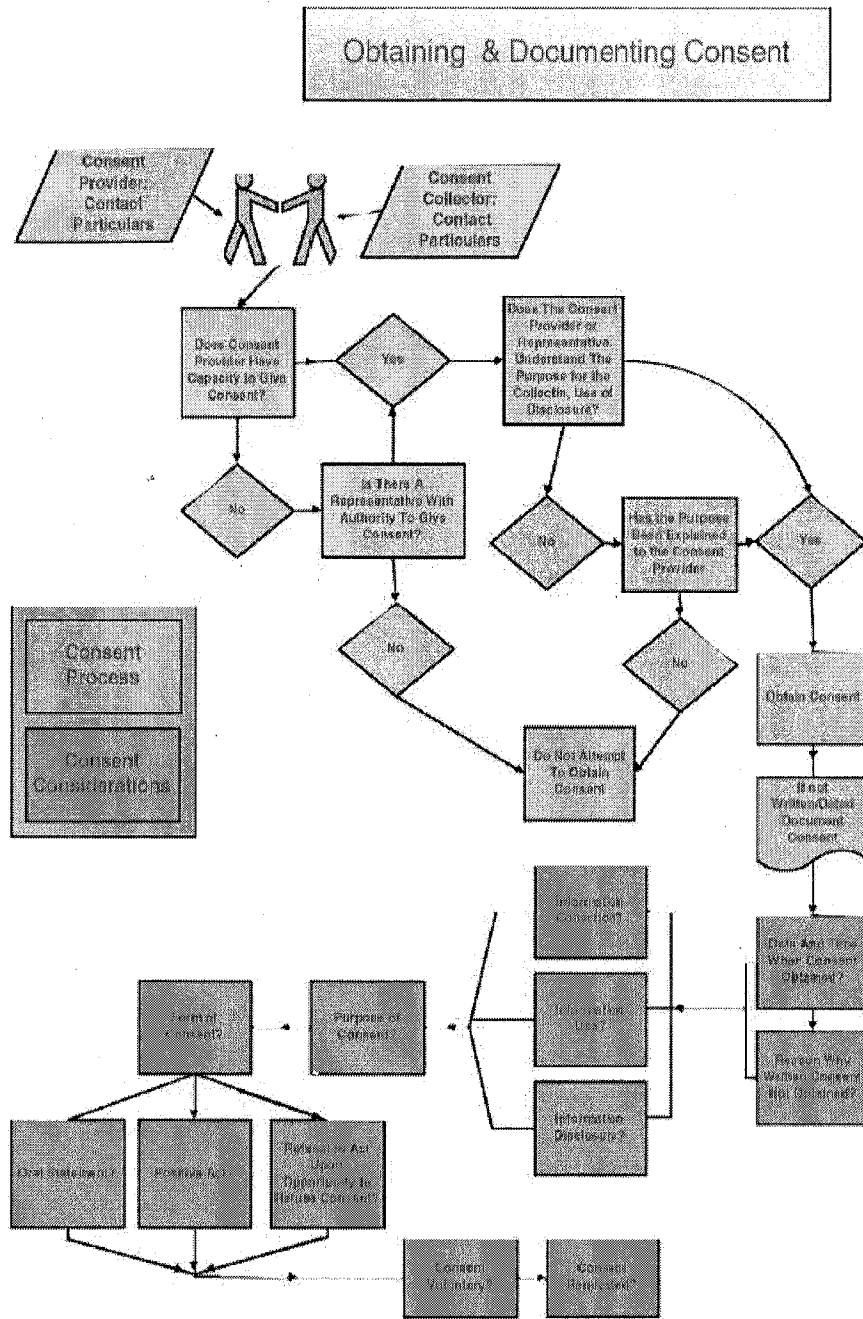
If the answer to any of the following four questions is yes, then the Firm should follow the process described in the table below.

- Is the Firm collecting “personal information” for the first time? **Or**
- Is the Firm going to use previously collected “personal information” for a purpose other than the purpose for which it was originally collected? **Or**
- Is the Firm going to disclose previously collected “personal information”? **Or**
- If consent to disclosure has been previously obtained, is the Firm going to disclose the previously collected “personal information” for a purpose other than the purpose for which it was collected?

THE CONSENT PROCESS

1.	Identify the “subject” and “provider” of personal information – they may not be the same and different parties trigger different consent considerations.
2.	Determine if the Firm needs personal “identifying” information, keeping in mind facts about an individual do not constitute personal information until they are associated with an individual or one can derive the identity of the individual from those facts.
3.	If the determination in Step 2 is “no”, and consent cannot be easily obtained, avoid the collection of identifying information.
4.	If the determination in Step 3 is “yes”, and the collection of identifying information is necessary, determine if the individual concerned has the capacity to provide an informed consent.
5.	If there is no capacity, determine if there is an authorized representative who may provide the consent.
6.	If there is capacity, or an authorized representative has been identified, identify the purpose(s) for which the information is to be used, explain that consent for collection is required and the consequences of not providing consent.
7.	Obtain the consent, preferably signed (this applies whether the consent “document” is in paper or electronic form). Unless a legislative exception applies or the facts of a particular matter dictate, the collection, use or disclosure of “sensitive information” should always be signed (whether in paper or electronic form).
8.	If the consent is not in paper or electronic form, document the collection of consent (see Consent Checklist on page 30).
9.	Store the consent documentation in paper or electronic form. Ensure that it is stored with or linked to the personal information.

CONSENT PROCESS DIAGRAM



CONSENT MECHANISMS This page addresses the subject of the “when” and “how” to obtain consent where it has been determined that consent is necessary. As a general rule, consent should be obtained at or prior to the time of collection after the purpose has been disclosed to the individual concerned. When that cannot be done, then consent should be obtained at the earliest possible time.

Generally, consent should be obtained:

➤ Upon a request for information from a Client:

- i) In the case of a telephone call or personal contact, by documenting the call or conversation;
- ii) In the case of an Internet enquiry, (i) by including a statement that submission constitutes consent; and (ii) by designing the process, or making mandatory the clicking of an icon to indicate that submission constitutes consent.

➤ Upon Application:

i) Of prospective REALTORS®:

- (a) Require signed consent before acceptance of formal application to be a REALTOR®.

ii) Of individuals seeking employment:

- (a) Require signed consent to be submitted with application for employment.

➤ Upon agreement with third party service provider to provide services to Firm:

i) Even if no personal information is exchanged, insert consent-related provisions in all agreements at time of initial signing or upon renewal.

- Upon execution of a listing agreement or buyers agency agreement.
- Upon execution of a specific consent form:
 - i) In the case of “sensitive” information, where no legal exception applies, have an employee execute a specific consent document prior to the collection, use or disclosure of such information.

CONSENT CHECKLIST

1. Who is the person obtaining the consent?

2. What are the contact particulars of the person obtaining consent?
(a) Telephone number _____
(b) E-mail address _____

3. Who is the person providing consent (“Consent Provider”)?

4. What are the contact particulars of the Consent Provider?
(a) Address _____
(b) Telephone number, and _____
(c) E-mail address _____

5. When was subject of consent addressed?
(a) Date _____ and
(b) Time _____

6. Why was it not possible to obtain an explicit written consent from the Consent Provider?

7. With respect to personal information, does the consent pertain to its
 Collection,
 Use, or
 Disclosure?

8. What is the purpose of the
 Collection, _____

 Use, or _____

Disclosure? _____

9. What is the form of the consent by the Consent Provider?

- An oral statement,
- A positive act, or
- A refusal to act when presented with means to indicate a refusal to consent.

10. Was the consent

- Volunteered, or
- Requested?

11. Does the Consent Provider have the capacity to give consent?

12. If the individual does not have capacity, is there a representative?

13. Does the representative have the authority to give consent?

14. Does the Consent Provider understand that he or she may withdraw consent at a later time?

15. What are the consequences of the Consent Provider withdrawing consent?

16. Does the Consent Provider understand the consequences if they withhold consent?

17. Are there any other pertinent facts to note?

CONSENT & EXISTING INFORMATION

CONSIDERATION #1 FOR EXISTING PERSONAL INFORMATION Under the CSA Code (which is incorporated into the Personal Information Protection and Electronic Documents Act) and the CREA Privacy Code¹, the retention of personal information is to be limited to the period of time for which it is required to fulfill the purpose for which it was collected.

Therefore, the current stock of personal information held in a brokerage firm's or individual REALTOR®'s records will have to be "culled" to remove personal information no longer required – either by its destruction or anonymization.

CONSIDERATION #2 FOR EXISTING PERSONAL INFORMATION Following this, the question then becomes one of whether consent is required with respect to the use and disclosure of personal information retained *after all personal information for which no purpose exists has been removed.*

In Canada, legislation does not have retroactive effect unless a statute expressly states that it does. This principle of statutory interpretation applies at the federal and provincial level. No privacy legislation in Canada has such an express "retroactive" provision.

The effect of the application of this principle is that the brokerage firm or REALTOR® does not need to obtain consent for the information obtained prior to the application of legislation that has come into force. **This means that the brokerage firm or REALTOR® need not obtain consent (or ensure the attainment of consent) for personal information in its possession prior to January 1, 2004 (which should only be personal information for which there is still a purpose for the firm or REALTOR to have in its possession – see consideration #1). Please note that the foregoing statements apply only to the "collection" of personal information.**

CONSIDERATION #3 FOR EXISTING PERSONAL INFORMATION However, the legislation would still apply to the "use" and "disclosure" of the personal information which was collected prior to January 1, 2004, for which there still exists a purpose for the brokerage firm or REALTOR to have it in their possession (and, of course, for the collection, use and disclosure of all personal information collected after January 1, 2004).

¹ Principle 5.3 of CREA Privacy Code - Members shall keep personal information only as long as it remains necessary or relevant for the purposes identified or as required by law.

At this point a further distinction is to be made between “active” and “inactive” information. Unless it is an active file, it is questionable whether any personal information is used or disclosed (which “loops back” to a question as to why the firm or REALTOR needs to retain the information – see consideration #1). **If personal information from an inactive file is used or disclosed then consent for such use or disclosure is required (of course, the same also applies to active files).**

If there is no use or disclosure of personal information, then consent is not required.

Regardless of whether the information is in an active or inactive file, if it is used or disclosed but in an anonymized form (e.g. historical data for research reports) then consent is not required.

Similarly, where a legislative exception applies, consents are not required regardless of how long the personal information is stored by the firm or REALTOR®.

ANNEX A: SELECTED PROVISIONS INDICATING CONSENT IS REQUIRED

This Annex contains excerpts from privacy legislation in Canada and the CREA Privacy Code dealing with the subject of consent with respect to the collection, use and disclosure of personal information.

CANADA

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT, S.C. 2000, C. 5

Section 5, Schedule 1

5. (1) Subject to sections 6 to 9, every organization shall comply with the obligations set out in Schedule 1.

(2) The word “should”, when used in Schedule 1, indicates a recommendation and does not impose an obligation.

(3) An organization may collect, use or disclose personal information only for purposes that a reasonable person would consider are appropriate in the circumstances.

SCHEDULE 1 OF PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT, S.C. 2000, C. 5

(SECTION 5)

PRINCIPLES SET OUT IN THE NATIONAL STANDARD OF CANADA ENTITLED MODEL CODE FOR THE PROTECTION OF PERSONAL INFORMATION, CAN/CSA-Q830-96

4.3 Principle 3 - Consent The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate.

Note: In certain circumstances personal information can be collected, used, or disclosed without the knowledge and consent of the individual. For example, legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the detection and prevention of fraud or for law enforcement, seeking the consent of the individual might defeat the purpose of collecting the information. Seeking consent may be impossible or inappropriate when the individual is a minor, seriously ill, or mentally incapacitated. In addition, organizations that do not have a direct relationship with the individual may not always be able to seek consent. For example, seeking consent may be impractical for a charity or a direct-marketing firm that wishes to acquire a mailing list from another organization. In such cases, the organization providing the list would be expected to obtain consent before disclosing personal information.

- 4.3.1** Consent is required for the collection of personal information and the subsequent use or disclosure of this information. Typically, an organization will seek consent for the use or disclosure of the information at the time of collection. In certain circumstances, consent with respect to use or disclosure may be sought after the information has been collected but before use (for example, when an organization wants to use information for a purpose not previously identified).
- 4.3.2** The principle requires "knowledge and consent". Organizations shall make a reasonable effort to ensure that the individual is advised of the purposes for which the information will be used. To make the consent meaningful, the purposes must be stated in such a manner that the individual can reasonably understand how the information will be used or disclosed.
- 4.3.3** An organization shall not, as a condition of the supply of a product or service, require an individual to consent to the collection, use, or disclosure of information beyond that required to fulfil the explicitly specified, and legitimate purposes.
- 4.3.4** The form of the consent sought by the organization may vary, depending upon the circumstances and the type of information. In determining the form of consent to use, organizations shall take into account the sensitivity of the information. Although some information (for example, medical records and income records) is almost always considered to be sensitive, any information can be sensitive, depending on the context. For example, the names and addresses of subscribers to a newsmagazine would generally not be considered sensitive information. However, the names and addresses of subscribers to some special-interest magazines might be considered sensitive.
- 4.3.5** In obtaining consent, the reasonable expectations of the individual are also relevant. For example, an individual buying a subscription to a magazine should reasonably expect that the organization, in addition to using the individual's name and address for mailing and billing purposes, would also contact the person to solicit the renewal of the subscription. In this case, the organization can assume that the individual's request constitutes consent for specific purposes. On the other hand, an individual would not reasonably expect that personal information given to a health-care professional would be given to a company selling health-care products, unless consent were obtained. Consent shall not be obtained through deception.

- 4.3.6** The way in which an organization seeks consent may vary, depending on the circumstances and the type of information collected. An organization should generally seek express consent when the information is likely to be considered sensitive. Implied consent would generally be appropriate when the information is less sensitive. Consent can also be given by an authorized representative (such as a legal guardian or a person having power of attorney).
- 4.3.7** Individuals can give consent in many ways. For example:
- (a) an application form may be used to seek consent, collect information, and inform the individual of the use that will be made of the information. By completing and signing the form, the individual is giving consent to the collection and the specified uses;
 - (b) a checkoff box may be used to allow individuals to request that their names and addresses not be given to other organizations. Individuals who do not check the box are assumed to consent to the transfer of this information to third parties;
 - (c) consent may be given orally when information is collected over the telephone; or
 - (d) consent may be given at the time that individuals use a product or service.
- 4.3.8** An individual may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. The organization shall inform the individual of the implications of such withdrawal.

THE CREA PRIVACY CODE

Principle 3 – Obtaining Consent The knowledge and consent of the consumer are required for the collection, use, or disclosure of personal information, except where inappropriate.

- 3.1** Each member will make all reasonable efforts to ensure consumers understand how personal information will be used and disclosed by the organization.
- 3.2** Consent can be expressed orally (when information is collected over the telephone), in writing or electronically. The signing by a consumer of a representation agreement containing the disclosures set out under Principle 2 shall be considered written consent for those identified purposes.
- 3.3** Generally, the member will seek consent to use and disclose personal information at the time it collects it. However, that consent may be sought after the information has been collected, but before it is used or disclosed for a new purpose.
- 3.4** Express consent should be obtained whenever practical. However, consent may be implied for the collection, use and disclosure of personal information in accordance with the known expectations of a particular individual or in terms of what a reasonable person in similar circumstances would likely believe necessary, or where express consent is not practical and where the information would not, in the circumstances, be considered sensitive.

- 3.5 Consent may be given by a consumer, where appropriate, through an authorized representative such as a person with a power of attorney.
- 3.6 An individual may withdraw consent at any time subject to legal or contractual restrictions and reasonable notice. The organization shall inform the consumer of the implications of such withdrawal.
- 3.7 Members shall not refuse to represent a consumer for the reason only that the consumer has refused to provide consent for the collection or use of certain information unless that information is required to properly represent the consumer.
- 3.8 Consent to the collection, use or disclosure of personal information is not required in those circumstances set out in section 7 of the *Personal Information Protection and Electronic Documents Act*. Members may develop policies specifically dealing with these circumstances.

ANNEX B: SELECTED PROVISIONS CONCERNING EXCEPTIONS

This Annex contains excerpts from privacy legislation in Canada dealing with the subject of **exceptions** to obtaining consent with respect to the collection, use and disclosure of personal information.

CANADA

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT, S.C. 2000, C. 5

Section 7

7. (1) For the purpose of clause 4.3 of Schedule 1 and despite the note that accompanies that clause, an organization may collect personal information without the knowledge or consent of the individual only if

- (a) the collection is clearly in the interests of the individual and consent cannot be obtained in a timely way;
- (b) it is reasonable to expect that the collection with the knowledge or consent of the individual would compromise the availability or the accuracy of the information and the collection is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws of Canada or a province;
- (c) the collection is solely for journalistic, artistic or literary purposes; or
- (d) the information is publicly available and is specified by the regulations.

(Note: The reason why a newspaper is permitted to publish the price that individual properties sell for without any permission is because of this exception 7.(1) (c) under Privacy Laws. For REALTORS®, you will have to obtain the permission of sellers as well as buyers in order to publish this same information.)

(2) For the purpose of clause 4.3 of Schedule 1, and despite the note that accompanies that clause, an organization may, without the knowledge or consent of the individual, use personal information only if

- (a) in the course of its activities, the organization becomes aware of information that it has reasonable grounds to believe could be useful in the investigation of a contravention of the laws of Canada, a province or a foreign jurisdiction that has been, is being or is about to be committed, and the information is used for the purpose of investigating that contravention;
- (b) it is used for the purpose of acting in respect of an emergency that threatens the life, health or security of an individual;
- (c) it is used for statistical, or scholarly study or research, purposes that cannot be achieved without using the information, the information is used in a manner that will ensure its confidentiality, it is impracticable to obtain consent and the organization informs the Commissioner of the use before the information is used;
 - (c.1) it is publicly available and is specified by the regulations; or
- (d) it was collected under paragraph (1)(a) or (b).

(3) For the purpose of clause 4.3 of Schedule 1, and despite the note that accompanies that clause, an organization may disclose personal information without the knowledge or consent

of the individual only if the disclosure is

- (a) made to, in the Province of Quebec, an advocate or notary or, in any other province, a barrister or solicitor who is representing the organization;
- (b) for the purpose of collecting a debt owed by the individual to the organization;
- (c) required to comply with a subpoena or warrant issued or an order made by a court, person or body with jurisdiction to compel the production of information, or to comply with rules of court relating to the production of records;

(c.1) made to a government institution or part of a government institution that has made a request for the information, identified its lawful authority to obtain the information and indicated that

- (i) it suspects that the information relates to national security, the defence of Canada or the conduct of international affairs,
- (ii) the disclosure is requested for the purpose of enforcing any law of Canada, a province or a foreign jurisdiction, carrying out an investigation relating to the enforcement of any such law or gathering intelligence for the purpose of enforcing any such law, or
- (iii) disclosure is requested for the purpose of administering any law of Canada or a province;

(d) made on the initiative of the organization to an investigative body, a government institution or a part of a government institution and the organization

- (i) has reasonable grounds to believe that the information relates to a breach of an agreement or a contravention of the laws of Canada, a province or a foreign jurisdiction that has been, is being or is about to be committed, or
- (ii) suspects that the information relates to national security, the defence of Canada or the conduct of international affairs;

(e) made to a person who needs the information because of an emergency that threatens the life, health or security of an individual and, if the individual whom the information is about is alive, the organization informs that individual in writing without delay of the disclosure;

(f) for statistical, or scholarly study or research, purposes that cannot be achieved without disclosing the information, it is impracticable to obtain consent and the organization informs the Commissioner of the disclosure before the information is disclosed;

(g) made to an institution whose functions include the conservation of records of historic or archival importance, and the disclosure is made for the purpose of such conservation;

(h) made after the earlier of

- (i) one hundred years after the record containing the information was created, and
 - (ii) twenty years after the death of the individual whom the information is about;
- (h.1) of information that is publicly available and is specified by the regulations;
- (h.2) made by an investigative body and the disclosure is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws of Canada or a province; or
- (i) required by law.

(4) Despite clause 4.5 of Schedule 1, an organization may use personal information for purposes other than those for which it was collected in any of the circumstances set out in subsection (2).

(5) Despite clause 4.5 of Schedule 1, an organization may disclose personal information for purposes other than those for which it was collected in any of the circumstances set out in paragraphs (3)(a) to (h.2).

MODULE 4: PRIVACY POLICY

SAMPLE FORM - PAGE 1

[Firm Name]

Policy On the Collection, Use and Disclosure Of Personal Information "Privacy Policy"

1. OBJECTIVE & SCOPE OF POLICY

[Firm Name] is committed to respecting your privacy and has prepared this Policy to inform you of our policy and practices concerning the collection, use and disclosure of Personal Information.

This Policy governs Personal Information collected from and about
(i) individuals who are or may become Clients of **[Firm Name]** and
(ii) individuals or organizations with whom **[Firm Name]** works with.

Using contractual or other arrangements, **[Firm name]** shall ensure that agents, contractors or third party service providers, who may receive Personal Information in the course of providing services to **[Firm name]** as part of our delivery of real estate services, protect that Personal Information in a manner consistent with the principles articulated in this Policy.

This Policy does not cover aggregated data from which the identity of an individual cannot be determined. **[Firm Name]** retains the right to use aggregated data in any way that it determines appropriate.

In the event of questions about: (i) access to your Personal Information; (ii) **[firm name]**'s collection, use, management or disclosure of Personal Information; or (iii) this Policy; please contact:

[Name or Title, address, email address, telephone #]

2. THE COLLECTION, USE & DISCLOSURE OF PERSONAL INFORMATION

For the purposes of this Policy:

"Client" means an individual who may or has purchased [Firm Name] real estate or services to buy or purchase real estate;

"Personal Information" means any information, recorded in any form, about an identified individual, or an individual whose identity may be inferred or determined from such information.

Your provision of Personal Information to [Firm Name] means that you agree and consent that we may collect, use and disclose your Personal Information in accordance with this Privacy Policy. If you do not agree with these terms, you are requested not to provide any Personal Information to [Firm Name] or a Broker or Sales Representative working with [Firm Name]. Unfortunately, certain services can only be offered if you provide Personal Information and consequently, if you choose not provide us with any required Personal Information, [Firm Name] may not be able to offer you those services.

This office only collects personal information necessary to effectively market and sell the property of sellers; to locate, assess and qualify properties for buyers and to otherwise provide professional and competent real estate services to clients.

[Firm Name], Brokers or sales representatives may use personal information for

commission management purposes (e.g. commission financing, commission dispute resolution).

[Firm Name]'s use of Personal Information is limited to these purposes. **[Firm Name]** does not sell, trade, barter or exchange for consideration any Personal Information it has obtained. Unless permitted by law, no personal information is collected about an individual without first obtaining the consent of the individual to the collection, use and dissemination of that information.

Personal information will be collected, to the extent possible, directly from the individual concerned.

[Firm Name] does not knowingly collect Personal Information from anyone under the age of 18, especially children under 13, and does not use such information if **[Firm Name]** discovers that it is has been provided by a minor.

Personal Information may also be transferred to another company in the event of a change of ownership of all or part of **[Firm Name]**.

[Firm Name] may disclose Personal Information of Clients to organizations that perform services on its behalf. This will only be done if such organizations agree to use such information solely for the purposes of providing services to **[Firm Name]** and, with respect to that information, to act in a manner consistent with this Policy.

Please note that there are circumstances where the use and/or disclosure of Personal Information may be justified or permitted or where **[Firm Name]** is obliged to disclose information *without* consent. Such circumstances may include:

- Where required by law or by order or requirement of a court, administrative agency or other governmental tribunal;
- Where **[Firm Name]** believes, upon reasonable grounds, that it is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- Where it is necessary to establish or collect monies owing to **[Firm Name]**;
- Where it is necessary to permit **[Firm Name]** to pursue available remedies or limit any damages that **[Firm Name]** may sustain; or
- Where the information is public.

Where obliged or permitted to disclose information without consent, **[Firm Name]** will not disclose more information than is required.

3. ACCURACY

[Firm Name] endeavours to ensure that any Personal Information provided by Clients and in its possession is as accurate, current and complete as necessary for the purposes for which **[Firm Name]** uses that data. Information contained in files that have been closed is not actively updated or maintained.

4. RETENTION

[Firm Name] retains Personal Information as long as **[Firm Name]** believes it is necessary to fulfil the purpose for which it was collected and Firm legal or business requirements.

5. SECURITY

[Firm Name] endeavours to maintain adequate physical, procedural and technical security with respect to its offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure, or modification of Personal Information.

[Firm Name] further protects Personal Information by restricting access to it to those Employees and Contractors that the management of **[Firm Name]** has determined need to know that information in order that **[Firm Name]** may provide services to Clients.

6. ACCESS TO PERSONAL INFORMATION

[Firm Name] permits access to and review of Personal Information held by **[Firm Name]** about an individual by the individual concerned.

If an individual believes any Personal Information concerning that individual is not correct, that person may request an amendment of that information by sending a request to the person indicated in Section 1 of this Policy. **[Firm Name]** reserves the right not to change any Personal Information but will append any alternative text the individual concerned believes appropriate. Where not required to be retained by the Firm, an individual may also request that **[Firm Name]** delete an individual's Personal Information from **[Firm Name]**'s system and records. However, due to constraints of computer technology and the fact that **[Firm Name]** backs up its systems, Personal Information may continue to reside in **[Firm Name]**'s systems after deletion. Individuals, therefore, should not expect that their Personal Information would be completely removed from **[Firm Name]** systems in response to an accepted request for deletion.

[Firm Name] reserves the right to decline access to Personal Information where the information requested:

- a) Would disclose the Personal Information of another individual or of a deceased individual;
- b) Would disclose business confidential information that may harm **[Firm Name]** or the competitive position of a third party;
- c) Is subject to solicitor-client or litigation privilege;
- d) Could reasonably result in: (i) serious harm to the treatment or recovery of the individual concerned;
 - (ii) serious emotional harm to the individual or another individual; or (iii) serious bodily harm to another individual;
- e) May harm, or interfere with, law enforcement activities and other investigative or regulatory functions of a body authorized by statute to perform such functions;
- f) Is not readily retrievable and the burden or cost of providing would be disproportionate to the nature or value of the information; or g) Does not exist, is not held, or cannot be found by **[Firm Name]**.

Where information will not or cannot be disclosed, the individual making the request will be provided with the reasons for non-disclosure.

Where information will be disclosed, **[Firm Name]** will endeavor to provide the information in question within a reasonable time and no later than 30 days following the request.

[Firm Name] will not respond to repetitious or vexatious requests for access. In determining whether a request is repetitious or vexatious, it will consider such factors as the frequency with which information is amended, the purpose for which the information is used, and the nature of the information.

To guard against fraudulent requests for access, **[Firm Name]** will require sufficient information to allow it to confirm the identity of the person making the request before granting access or making corrections.

7. AMENDMENT OF PRACTICES AND THIS POLICY

This statement is in effect as of [insert date]. [Firm Name] will from time to time review and revise its privacy practices and this Policy. In the event of any amendment, an appropriate notice will be communicated to Clients and others in an appropriate manner.

MODULE 5: SAMPLE FORMS – EMPLOYEES & CONTRACTORS

SAMPLE FORM - PAGE 1

[Firm Name]

Policy On the Collection, Use and Disclosure Of Personal Information of Employees and Contractors “Contractor / Employee Privacy Policy”

1.0 OBJECTIVE & SCOPE OF POLICY

This Policy governs the collection, use and disclosure of Personal Information by **[Firm Name]** from and about individuals who are, or seek to be, employed by or associated with **[Firm Name]**. This Policy also applies to any independent Contractors working for the firm (e.g. Brokers, Brokers' assistants).

This Policy Statement applies to **[Firm Name]** not only as an organization but also to each individual as a Contractor, an Employee or prospective Employee, as a condition of employment or association with **[Firm Name]**, with respect to the Personal Information of other Employees or Contractors.

This statement is in effect as of **[date to be inserted]**. **[Firm Name]** will from time to time review and revise its privacy practices and this Policy. In the event of any amendment, Employees / Contractors will receive appropriate notice as soon as possible following the amendment. Policy changes will apply to the information collected from the date of the revised Policy as well as to existing Personal Information about Employees and Contractors held by **[Firm Name]**.

In the event an Employee or Contractor has questions about (a) access to Personal Information; (b) the collection, use, management or disclosure of Personal Information; or (c) this Policy, that Employee or Contractor should contact **[Name or title of appropriate contact to be inserted]**.

2.0 THE COLLECTION, USE & DISCLOSURE OF PERSONAL INFORMATION

For the purposes of this Policy,

“Aggregated Information” means any information, recorded in any form, about more than one individual where the identity of the individuals is not known and cannot be inferred from the information.

*“Employee” means an individual seeking to be employed, currently employed or formerly employed by **[Firm Name]** in a management or non-management capacity.*

*“Contractor” means any individual associated with **[Firm Name]** and who is not an employee of the Firm (e.g. Brokers, Brokers' assistants);*

“Personal Information” means any information, recorded in any form, about an identified individual, or an individual whose identity may be inferred or determined from the information.

[Firm Name] collects and maintains different types of Personal Information from Employees and Contractors, including:

- (a) Identification information such as an Employee / Contractor name, home address, telephone, personal email address, date of birth, Employee / Contractor identification number and marital status;
- (b) Employment/Independent Contract information such as an Employee or Contractor's salary or commission, job title, resumes, applications, copies of school, college and university diplomas,

background verification information, employment references;
 (c) Financial information such as bank account numbers, where required for direct deposit purposes and tax related information; and
 (d) Other information necessary to **[Firm Name]**'s business purposes, which may be voluntarily disclosed in the course of an individual's application and employment or association with **[Firm Name]**.

[Firm Name] collects Personal Information through a variety of means and from different sources, including Personal Information that:

- Employees and Contractors provide (i) in conversations, in correspondence or through application and other forms; or (ii) using **[Firm Name]**'s office and computer equipment and software, including e-mail and Internet applications
- **[Firm Name]** receives from third parties, such as individuals or organizations who provide test results or references; and

[Firm Name] may collect Personal Information about Employees and Contractors in the course of any monitoring activities. See Section 5 below for further information concerning monitoring.

[Firm Name] uses the information provided verbally or in writing by individuals upon their application for employment or association with (and/or which may be provided during the course of employment or association by **[Firm Name]**), for different purposes in the management and administration of the relationship between **[Firm Name]** and that individual.

The purpose for the use (as well as the initial collection and possible disclosure) of Personal Information is for the administration, planning and management of an individual's relationship with **[Firm Name]** and includes, but is not limited to:

- a) Determining eligibility for initial employment or association, including the verification of references and qualifications;
- b) Administering commissions or pay and benefits;
- c) If applicable, administering franchisor award programs;
- d) Processing of employee work-related claims (e.g. worker compensation, insurance claims, etc.)
- e) Establishing training and/or development requirements;
- f) Assessing qualifications for a particular assignment, job or task;
- g) Gathering evidence for disciplinary action, should it be necessary;
- h) Establishing a contact point in the case of an emergency (next of kin);
- i) Complying with applicable labour or employment statutes;
- j) Compiling directories; k) Ensuring the security of company-held information; and
- l) For such other purposes as is required for the administration of relationships with employees or contractors by **[Firm Name]**.

[Firm Name] does not sell, trade, barter or exchange for consideration Personal Information about any Employee or Contractor.

There are circumstances where the use and/or disclosure of Personal Information may be justified or permitted or where **[Firm Name]** is obliged to disclose information without consent. Such circumstances may include:

- Where required by law or by order of a court, administrative agency or other governmental tribunal;
- Where **[Firm Name]** believes, upon reasonable grounds, that it is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- Where required, to determine or administer Employee / Contractor pay and benefits;
- Where it is alleged that the person concerned is: guilty of a criminal offence; civilly liable

- in a legal action; or guilty of professional misconduct;
- Where it is necessary to permit **[Firm Name]** to pursue available remedies or limit any damages that it may sustain; and
- Where the information is public.

Where obliged or permitted to disclose information without consent, **[Firm Name]** will not disclose more information than is required.

[Firm Name] may disclose Personal Information of Employees and Contractors to organizations that assist **[Firm Name]** by performing services on its behalf. Personal Information will only be provided to such organizations if they agree to use such information solely for the purposes of providing services to **[Firm Name]** and under the instruction of **[Firm Name]** and, with respect to that information, to act in a manner consistent with the relevant principles articulated in this Policy.

Personal Information may also be subject to transfer to another company in the event of a change of ownership of all or part of **[Firm Name]**.

3.0 ACCURACY & RETENTION OF INFORMATION

[Firm Name] endeavours to ensure that any Personal Information in its possession is as accurate, current and complete as necessary for the purposes for which **[Firm Name]** uses that information.

[Firm Name] retains Personal Information about Employees and Contractors as long as **[Firm Name]** believes it is necessary to fulfil the purpose for which it was collected and Firm legal or business requirements. Personal Information is retained in an Employee or Contractor's personnel file for:

- The term of his or her employment or association with the Firm;
- Until such Personal Information is superseded, in which cases such "obsolete" Personal Information is destroyed;
- Seven (7) years following such employment or association; and
- As required to comply with statutory or other legal purposes.

4.0 SECURITY

[Firm Name] endeavours to maintain adequate physical, procedural and technical security with respect to its offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure, or modification of an Employee or Contractor's Personal Information.

As part of those precautions, **[Firm Name]** restricts access to an Employee or Contractor's Personal Information to those Employees, Contractors and others (i.e. individuals or organizations providing services to **[Firm Name]**) that it determines need to know that information in order that **[Firm Name]** may conduct its activities.

If any Employee or Contractor misuses the Personal Information of another Employee or Contractor, this will be considered as a serious offence for which, in the case of an employee, disciplinary action may be taken, up to and including termination of employment, or, in the case of a Contractor, termination of the relationship between that individual and the Firm if the circumstances warrant such action. If any individual or organization providing services to **[Firm Name]** misuses the Personal Information of an Employee or Contractor – provided for the purpose of providing services to **[Firm Name]** - this will be considered a serious issue for which action may be taken, up to and including termination of the service agreement between **[Firm Name]** and that individual or organization, if the circumstances warrant such action.

5.0 MONITORING

[Firm Name] provides Employees and Contractors with computers, telephones and related office and communication equipment as well as software applications.

In the course of conducting business, **[Firm Name]** may monitor Employee and Contractor activities and its property. To illustrate what monitoring means, Employee and Contractor e-mail applications will normally contain the e-mails they have sent and received. Back-ups and archives may also contain copies of e-mails that Employees and Contractors have deleted. The e-mail system is the property of **[Firm Name]** and Employees and Contractors may send and receive personal e-mail on the understanding that such e-mail is not private or confidential. **[Firm Name]** reserves the right to monitor the e-mail system, whether the mail is sent/received/created regardless of whether a personal password is used.

[Firm Name] may monitor its computer resources to ensure that damage to or illegal use of those resources is limited (e.g. damage caused by viruses). It may monitor the physical premises to ensure that only authorized personnel access the Firm's offices or certain areas within **[Firm Name]** offices. It does these things so as to ensure the efficient use of its systems and equipment, to protect **[Firm Name]** property and to ensure compliance with applicable laws and **[Firm Name]** policies. Access rights to Employee and Contractor e-mail boxes and logs will be restricted to those with the responsibility for administering **[Firm Name]**'s Information Technology systems. Such access will be as limited as possible.

This section is not meant to suggest that Employees and Contractors will be continually monitored or their actions subject to constant surveillance. It is meant to bring to attention the fact that such monitoring may occur and may result in the collection of Personal Information from Employees or Contractors (e.g. through their use of **[Firm Name]**'s resources). **When using [Firm Name] equipment or resources Employees and Contractors should not have any expectation of privacy with respect to their use of such equipment or resources.** Any collection of Personal Information held or used in the course of monitoring will not be more than is necessary for the purpose of the monitoring.

Monitoring is or will be done on an "as required" basis and will be in proportion to the risks that **[Firm Name]** faces. **[Firm Name]** will conduct any monitoring in the least intrusive way possible.

6.0 ACCESSING AND UPDATING PERSONAL INFORMATION

[Firm Name] permits the reasonable right of access and review of Personal Information about an Employee or Contractor held by the Company. If an Employee or Contractor believes the information about them is not correct, the Employee or Contractor may request an amendment of that information by making a request to [name or title of individual]. **[Firm Name]** reserves the right not to change any Personal Information but will append any alternative text the individual concerned believes to be appropriate.

Where information will be disclosed to an Employee or Contractor, **[Firm Name]** will endeavor to provide the information in question within a reasonable time and no later than 30 days following the request.

To guard against fraudulent requests for access or corrections, **[Firm Name]** may require sufficient information to allow it to confirm that the person making the request is authorized to do so before granting access or making corrections. This may occur, for example, where an authorized representative seeks information about a former or deceased Employee or Contractors or where law enforcement authorities seek information about an Employee or Contractor.

[Firm Name] reserves the right to decline to provide access to Personal Information where the information requested:

1. Would disclose:
 - a. Personal Information, including opinions, about another individual or about a deceased individual; or
 - b. Trade secrets or other business confidential information that may harm **[Firm Name]** or competitive position of a third party or interfere with contractual or other negotiations of **[Firm Name]** or a third party;
2. Is subject to solicitor-client or litigation privilege;
3. Is not readily retrievable and the burden or cost of providing would be disproportionate to the nature or value of the information;
4. Does not exist, is not held, or cannot be found by **[Firm Name]**;
5. Could reasonably result in (i) serious harm to the treatment or recovery of the individual concerned,
 - (ii) serious emotional harm to the individual or another individual, or (iii) serious bodily harm to another individual; or
6. May harm, or interfere with, law enforcement activities and other investigative or regulatory functions of a body authorized by statute to perform such functions.

Where information will not or cannot be disclosed, the individual making the request will be provided with the reasons for non-disclosure. **[Firm Name]** will not respond to repetitious or vexatious requests for access.

MODULE 6 DOCUMENT RETENTION CHECKLIST

Document	Retention Period	Comments
Electronic Documents		
E-mail	6 months	<ul style="list-style-type: none"> • Must delete e-mail from in-box and archives; • Attempt to keep majority of e-mail related to business issues; • Key e-mails pertaining to deals are to be printed and stored in the deal file. • Do not store or transfer company related e-mail on non-work related computers; • E-mails pertaining to the work performance of an employee/Realtor are to be printed and stored in the employee's workspace.
Voice Mail	Transitory in nature and may be deleted at will	<ul style="list-style-type: none"> • HOWEVER, some messages may need to be transcribed or otherwise saved depending on their importance in a particular matter.
Web page files	1 year	<ul style="list-style-type: none"> • Includes any pages saved from Web sites onto an employee's or contractor's computer
Text/Formatted Files (e.g. Word/WordPerfect)	1 year	<ul style="list-style-type: none"> • Delete all personal files containing and those considered unnecessary or outdated; • Vital files should be printed and stored in the employee's or contractor's workspace.
Spreadsheets	1 year	<ul style="list-style-type: none"> • Spreadsheets needed for tax reasons to be kept for 7 years.
Presentations	1 year	<ul style="list-style-type: none"> • To be deleted when no longer of use or after one year, whichever is the earliest.

Document	Retention Period	Comments
Electronic Documents		
PDF Documents	1 year	• To be deleted when no longer of use or after one year, whichever is the earliest.
Paper Documents Text/Formatted Files (e.g. letters) Forms	7 years	

SUSPENSION OF THE DESTRUCTION OR DISPOSAL OF RECORDS

There are some instances where records must be held beyond the established retention period because of a complaint against an employee or independent contractor of *[Firm Name]*, a privacy request, an audit, litigation, or the possibility of litigation that either does or may involve *[Firm Name]*.

[Firm Name] will suspend the application of a record retention schedule to a record or class of records:

- 1) Upon becoming aware of an allegation, claim, audit, investigation or pending claim, audit or investigation directed at *[Firm Name]*;
- 2) Where required by law or by order of a tribunal;
- 3) Where it is necessary to permit *[Firm Name]* to pursue available remedies or limit any damages that it may sustain; and
- 4) Upon written notice of the commencement against a *[Firm Name]* employee or Independent contractor of:
 - a) a judicial proceeding;
 - b) an administrative, regulatory or professional investigation;
 - c) a proceeding arising from an administrative, regulatory or professional investigation; or
 - d) an investigation by law enforcement or national security authorities;

The *[Responsible Individual]* will create a list of records, or classes of records, for which destruction is to be suspended and attach any supporting rationale that can explain the reason for suspension. The list should provide as many details of the records to be frozen as required. Once notification of the requirement to suspend destruction or disposal is received from the *[Responsible Individual]*, managers and employees will retain the affected records and suspend their destruction until appropriate notification to the contrary is received.

MODULE 7: SUMMARY FOR BROKERS/SALESPEOPLE BROKERS/OWNERS/MANAGERS

YOU NEED TO KNOW:

YOUR FIRM IS RESPONSIBLE for all personal information collected by your salespeople (Principle 1, Privacy Code)

YOU ARE REQUIRED TO AMEND YOUR CURRENT OFFICE POLICIES to incorporate provisions which comply with the Privacy Code ("Sample Office Policies for Realty Firms" and "Making Privacy Work in Your Office")

AN INDIVIDUAL IN YOUR OFFICE MUST BE DESIGNATED THE PRIVACY COMPLIANCE OFFICER (Principle 1, Privacy Code). This person is responsible for implementing the privacy policies, training staff and responding to questions from members of the public.

ENSURE THAT LISTING AND BUYER REPRESENTATION AGREEMENTS used by your office contain privacy disclosures. Many provincial associations have already incorporated such disclosures into their forms. If not, see sample clauses in "Making Privacy Work in Your Office". Make sure your office uses only approved forms.

ALL PERSONAL INFORMATION IN YOUR OFFICE MUST BE ADEQUATELY PROTECTED to ensure that it is not lost, stolen, copied or modified without permission (Principle 7, Privacy Code). The level of protection depends on the sensitivity of the information, but should include locked filing cabinets and computer passwords. You also must have a record retention and destruction program.

CLEAN OUT YOUR FILES. Destroy files which serve no purpose and do not need to be retained in accordance with a record retention program. Cull the files that are necessary to be retained and remove useless and irrelevant information that would not have been collected under an effective privacy policy.

YOUR FIRM MUST BE READY TO ADVISE CONSUMERS OF YOUR PRIVACY POLICIES (Principle 8, Privacy Code and see the Brochure). Brochures in the waiting room, Privacy Code on wall serve this purpose.

CONSUMERS MUST BE ABLE TO ACCESS PERSONAL INFORMATION your office is holding on them (Principle 9, Privacy Code ; "Sample Office Policies For Realty Firms" and "Making Privacy Work in Your Office"). The office must have in place a process to accommodate these requests, and information must be provided at minimal or no cost. Principle 9, Privacy Code includes a sample procedure. Consumers have the right to correct any inaccurate information.

TRAIN YOUR STAFF AND SALESPEOPLE ON HOW THE PRIVACY POLICIES

WORK. Implement regular updating privacy sessions. Training is absolutely essential. All office representatives should understand the privacy policies. All salespersons should be specifically trained to: disclose to consumers the uses information will be put to at the time it is collected; obtain the informed consent of the consumer to those uses; collect only the information necessary for the transaction; only use and disclose the information as they said they would.

CONSUMERS MUST BE ABLE TO COMPLAIN TO THE OFFICE that the Principles of the Code have not been adhered to (Principle 10, Privacy Code). The Privacy Compliance Officer must address any complaints and try to resolve them. If unsuccessful, the consumer must be advised of where the complaint can be directed.

**PRIVACY UPDATES WILL BE POSTED ON REALTOR Link™
(www.REALTORlink.ca). PLEASE CHECK THAT SITE ON A REGULAR BASIS TO
FIND OUT WHAT'S NEW IN PRIVACY.**

SALESPERSONS DO:

• FAMILIARIZE YOURSELF WITH THE PRIVACY POLICIES OF YOUR OFFICE.

Every realty office must implement privacy policies. These policies, however, are only as effective as the people operating under them. You cannot effectively put these policies into practice if you don't know what they say or what they mean. Read and understand the policies. Ask questions.

• ADVISE CLIENTS WHAT YOU WILL BE DOING WITH THE PERSONAL INFORMATION YOU ARE COLLECTING (Principle 2, Privacy Code; Office Policies; "Making Privacy Work in Your Office"). Understand that there are two separate aspects to this disclosure. Consumers must understand that you use the information to market the property and you also give the information to the real estate board operating the MLS® system. The board then has specific uses for the information. Always be completely transparent as to what you are doing with the information. Ensure that the listing and buyer agency forms you are using contain disclosure clauses which explain these uses in more detail. Familiarize yourself with these clauses.

GET THE CONSENT OF THE CLIENT TO THE USES DISCLOSED (Principle 3, Privacy Code; Office Policies; "Making Privacy Work in Your Office"). Familiarize yourself with the different types of consent – express (written or oral) and implied. Ensure that when you are sending information to any third party you are doing so with the proper consents.

COLLECT ONLY THE INFORMATION YOU NEED TO EFFECTIVELY REPRESENT THE CLIENT IN THE TRANSACTION (Principle 4, Privacy Code; Office Policies; "Making Privacy Work in Your Office"). Direct your minds to this issue when you are collecting information. Only essential information, necessary for the transaction, is to be collected. Create a list for your own use of the usual required information.

USE AND DISCLOSE THE INFORMATION ONLY IN A MANNER CONSISTENT WITH THE REASON IT WAS COLLECTED (Principle 5, Privacy Code; Office Policies; "Making Privacy Work in Your Office"). You are collecting the information to market the property for sellers and to locate and qualify properties for buyers. Use it to do that and nothing else. If you do anything else with it (mailing lists, selling names to third parties etc...), get the express consent of the client to that use.

TAKE REASONABLE STEPS TO ENSURE THE INFORMATION IS AS ACCURATE AS POSSIBLE WHEN YOU COLLECT IT (Principle 6, Privacy Code). As much as possible, collect information from the person who has the first-hand knowledge, not some third party. Always verify public property information with the public source.

All of the discussion above can be summarized like this: Tell them what you're going to do with the information, get their consent to do that, just collect the information you need to do what you said, and then only do with it what you said you were going to do with it.

DO NOT:

ASSUME THAT BECAUSE PRIVACY DISCLOSURES ARE IN THE CONTRACT YOU DON'T HAVE TO EXPLAIN ANYTHING ABOUT PRIVACY TO THE CLIENT. Tell them to read the clause and ask you anything they don't understand. Give them a copy of the privacy brochure. Discuss the issue of privacy with them.

ASSUME THAT YOU HAVE IMPLIED CONSENT for any use that is not clearly and obviously related to the transaction. Any other uses, no matter how "harmless" or non-invasive require the express consent of the client.

MARKET BACK TO YOUR CLIENT or send unsolicited materials to them unless they have agreed to be on a list of that nature.

SHARE PERSONAL INFORMATION WITH ANY THIRD PARTIES without the consent of the individual. Don't sell or rent mailing lists. Don't give your clients' names to other service providers (movers, lawyers, building inspectors, etc...) so they can try to sell their services.

RESOURCE MATERIALS

1. The CREA Privacy Code (view the complete code at www.REALTORlink.ca)
2. CREA brochure – *YOUR PRIVACY and the Real Estate Transaction* (view at www.orea.com)
3. Role of the Privacy Commissioner of Canada and Complaints to the Privacy Commissioner of Canada (from *Your Privacy Responsibilities – A Guide to Canada's Personal Information Protection and Electronic Documents Act*, which can be found at http://www.privcom.gc.ca/information/guide_e.asp.)
4. OREA privacy pamphlet(s) and REALTOR Edge article(s) on privacy compliance (found in the Privacy Compliance area in the Legal section of the new OREA website at www.orea.com)

FREQUENTLY ASKED QUESTIONS

A. Introduction

As of January 1, 2004 all Ontario REALTORS® need to comply with the requirements of the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), the federal government's new privacy legislation.

With the passing of the deadline for privacy compliance, many REALTORS® have questions about their individual compliance requirements. Additional information about privacy compliance is available through a number of resources, including: an OREA continuing education seminar entitled, *Complying with Privacy*; a new Privacy Compliance area of the My OREA - Legal section of the OREA website, www.orea.com; CREA's Privacy Code and REALTOR Privacy Toolkit available on REALTOR Link www.REALTORlink.ca; and the federal Privacy Commissioner's website at www.privcom.gc.ca.

The within Privacy FAQ document will be continuously updated. The updates will be posted in new Privacy Compliance area of the My OREA - Legal section of the OREA website, www.orea.com.

Since this document is divided into various topics, the questions and answers that were added in 01/2004 are indicated with a **01/2004** beside the question. The new questions and answers that have been added to the 02/2004 version of this Privacy FAQ document are indicated with a **NEW** beside the question.

REALTORS® are asked to submit their own general privacy questions via email to privacy@orea.com for possible inclusion in this Privacy FAQ document on the OREA website. While it will be impossible to respond to each question on an individual basis, the answers to the questions that apply to and benefit the general membership will appear in this FAQ document.

Disclaimer:

The information provided in this Privacy FAQ document is not intended as legal advice or opinion. It is intended for educational purposes only and the course authors will not be liable for the use or misuse of information, facts, clauses, details or other elements, or for deficiencies, defects, errors, omissions or inaccuracies in the contents of these materials. It should not be a substitute for professional consultation.

Since the *Personal Information Protection and Electronic Documents Act* is a new unprecedented law, REALTORS are strongly urged to seek the assistance of their firm's solicitor in order to ensure that they become privacy compliant.

Important Note:

The information contained in this document is being provided to Ontario's REALTORS® as best-practices guidelines for privacy compliance. Much of this information is based on the activities, policies and procedures (especially regarding the collection, use and disclosure of personal information) of REALTORS® and non-REALTOR® employees of several brokerage firms in Ontario. While brokerage firms and REALTORS® in Ontario conduct many of the same activities and use similar processes in the collection, use and disclosure of personal information, not everything that is contained in this document may apply equally to every Ontario brokerage firm and REALTOR®. Therefore, it is critical that each Ontario brokerage firm and REALTOR® ultimately review and amend its own activities, policies and procedures (especially regarding the collection, use and disclosure of personal information) in order to become privacy compliant.

REALTORS are encouraged to regularly check the My OREA-Legal-Privacy Compliance section of the OREA website for further information and updates on privacy compliance issues.

B. The Act and the Codes

Question #1: What is the purpose of the Act?

Answer: The purpose of PIPEDA is to establish rules to govern the collection, use and disclosure of personal information in a manner that recognizes individuals' right to privacy with respect to their personal information and the need of organizations to collect, use and disclose personal information for purposes that a reasonable person would consider appropriate in the circumstances. Under this law, subject to limited exceptions, no one can collect, use or disclose an individual's personal information without that individual's consent.

Question #2: What is "personal information", according to PIPEDA?

Answer: The definition of "personal information" in PIPEDA is very broad and very general. Personal information means - "information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization". Basically, any information that can identify an individual is considered to be personal information (for example, it doesn't have to be a name; an address can be used to identify someone). In other words, in order to be personal information, the information need not precisely identify an individual; it is sufficient that a particular individual could be identified by considering the information in question along with other information that is known or reasonably available. The exception in the definition is called "business card" information. However, in some instances, a business email may be personal information, if it is not being used for the purposes that it was provided. If an email was provided as contact information for a company inquiry, then you cannot solicit that email address for other business purposes.

Question #3: How is personal information protected?

Answer: All organizations (including associations, partnerships and persons) collecting, using or disclosing personal information in the course of commercial activities are required to put in place policies and procedures which give effect to the ten principles of privacy which are set out in Schedule 1 to PIPEDA.

Question #4: Where do these principles come from and how do they work?

Answer: The ten privacy principles are based on the "Model Code for the Protection of Personal Information", which was developed by the Canadian Standards Association in 1996. This Model Code was formulated based on extensive input from the business sector and was intended to establish guidelines which protected information, while at the same time being business-friendly.

The ten principles of privacy, when taken together, define the key business obligations and the key consumer rights in terms of protection of personal information. In a nutshell, the principles require the organization collecting personal information to inform the consumer as to the purposes for which the information is being collected and what uses and/or disclosures are going to be made of the information and to obtain the informed consent of the individual for such collection, use and disclosure of that information.

The general rule is that no organization may collect, use or disclose an individual's personal information in the course of commercial activities without that individual's consent. Subject to limited exceptions, an individual has a right of access to their personal information and has a right to have it corrected, if necessary.

Question #5: Are there any exceptions?

PIPEDA does provide for a few exceptions to the general requirement of obtaining an individual's consent to the collection, use or disclosure of their personal information. Some groups, such as law enforcement agencies and journalists, have a lawful or investigative need to collect, use and disclose personal information without having to obtain the consent of concerned individuals. Some of the exceptions include:

- if personal information is collected, used or disclosed solely for journalistic, artistic or literary purposes; (What this means is that a newspaper can publish a "What they got" section in the Newspaper, indicating the sold price of a property, without the consent of the buyer or seller, even though this is personal information. A salesperson cannot advertise a sold price anywhere without the permission of both the buyer and the seller.)
- if the collection or use is clearly in the interest of the individual and consent cannot be obtained in a timely way;
- if obtaining consent to the collection or use could compromise the availability or accuracy of the information and collection is reasonable for purposes related to investigating a breach of an agreement or contravention of the laws of Canada or a province;
- if the information is publicly available *and* is specified by the regulations;
- where use of or disclosure of personal information may aid or contribute to certain legal investigations;
- if used or disclosed to aid in an emergency where an individual's life, health or security may be at stake;
- if disclosure facilitates the conservation of historically important records.

Reference should be made to section 7 of PIPEDA for further details.

Question #6: How does the CREA Privacy Code fit into all of this?

In October 2001, the CREA Assembly approved a Privacy Code for REALTORS® and organized real estate. CREA's Privacy Code takes the principles from the CSA Code, contained in PIPEDA, and gives them a more practical application for REALTORS, boards and associations. The CREA Privacy Code can be found on the REALTOR® Link website, www.REALTORlink.ca, in the CREA section, under Legal – Privacy.

Question #7: Will PIPEDA conflict with the requirements of REBBA 2002? Will one Act over-ride the other?

Answer: There are exceptions to the consent requirements in PIPEDA for complying with the law. For example, section 7(3)(i) of PIPEDA states that an organization may disclose personal information without the knowledge and consent of the individual if the disclosure is, among other things, required by law. Similarly, section 7(1)(e)(ii) permits the collection of personal information without an individual's consent if the collection is made for the purpose of making a disclosure that is required by law.

Question #8: Does REBBA 2002 address privacy?

Answer: Privacy is dealt with under PIPEDA; REBBA 2002 deals with real estate brokerage and real estate sales. REALTORS® are required to comply with the *Income Tax Act*, the *Competition Act* and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, among others, and none of those are addressed in REBBA 2002.

01/2004 Question #9: What is RECO's role in privacy and PIPEDA?

Answer: Privacy compliance in the private sector in Ontario is governed by the *Personal Information Protection and Electronic Documents Act* (PIPEDA), which is a law passed by the federal government. PIPEDA is administered by the Office of the Privacy Commissioner of Canada - http://www.privcom.gc.ca/index_e.asp - which is also the office to which privacy complaints are to be made. Just as RECO does not administer the many other laws that REALTORS are required to comply with, such as the *Income Tax Act*, the *Competition Act* and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, among others, RECO does not administer PIPEDA.

NEW Question #10: Does RECO's publication of its CCD discipline and appeal hearing decisions violate a registrant's privacy rights under the PIPEDA?

Answer: PIPEDA applies to organizations that collect, use or disclose personal information in the course of commercial activities. Personal information is information about an identifiable individual but does not include names, titles and business addresses or telephone numbers of employees of an organization or information about legal entities other than individuals. RECO is a regulatory and investigative body and, as such, does not collect, use or disclose personal information in the course of commercial activities. PIPEDA's provisions are therefore not applicable to RECO. RECO regulates the real estate industry in the public interest. The publications are part of the regulation process. The

CCD decisions published on the RECO website are public information. They are the decisions of a statutory tribunal reached after open public hearings

The authority for publication of discipline and appeals committee hearing decisions or orders appears to come from REBBA 2002 which states in Section 48(1): "As required by regulation, the registrar shall make available to the public the names of registrants and other information, as prescribed, in respect of registrants" and Section 42(1) of Ontario Regulation 567/05 under REBBA 2002 (reproduced below). Note subsections (4) and (5) with respect to identification of a registrant:

42. (1) Subject to subsections (2) and (4), the discipline committee, shall publish a copy of its final decision or order in each proceeding, including the reasons if any have been given,
- (a) on the Internet on the administrative authority's website; and
 - (b) in at least one other manner that the discipline committee considers appropriate.
- (2) If something is published under subsection (1), the discipline committee shall publish it for at least 60 months.
- (3) Subsections (1) and (2) also apply, with necessary modifications, to the appeals committee.
- (4) The discipline committee and the appeals committee shall ensure that nothing published under subsection (1) or (3) identifies any person unless the person consents in writing.
- (5) Subsection (4) does not apply to the identification of a registrant if,
- (a) the discipline committee has made a determination that the registrant failed to comply with the code of ethics established under clause 50 (1) (a) of the Act and,
 - (i) the time for commencing an appeal has expired and no appeal has been commenced, or
 - (ii) an appeal was commenced but has been withdrawn or abandoned; or
 - (b) the appeals committee has made a determination that the registrant failed to comply with the code of ethics established under clause 50 (1) (a) of the Act.]

Question #11: Does it matter if the individuals we're dealing with are Clients or Customers?

Answer: No, they all have rights under PIPEDA, as consumers, with respect to their personal information that you are collecting, using or disclosing in the course of your commercial activities.

C. Managing Personal Information

Question #1: Will this change the way REALTORS® do business?

Answer: Yes. The following are just some examples of the changes that will need to be implemented.

- REALTORS® will need to follow the privacy policies put forth by their brokerage firm (a sample privacy policy is contained in the OREA *Complying with Privacy* continuing education seminar materials).
- The individual REALTOR® will be accountable for the protection of personal information under his or her control and a brokerage firm will be responsible for all personal information collected by the firm and by the REALTORS® and other employees within the firm.
- Every firm must designate an individual as the Privacy Compliance Officer. That person will be responsible for implementing the firm's privacy policies, training staff on privacy compliance issues and responding to questions and requests from the public on privacy matters.

Question #2: What about my old transaction files, from the last few years, which contain all of the information that I collected on each transaction that I completed?

If there is still business or legal purpose for keeping the personal information contained in those files, you may continue to keep it. Make sure that it is adequately protected with safeguards appropriate to the sensitivity of the information. Also, that personal information cannot be used or disclosed for anything other than the original purpose, for which consent was obtained, without the need for further consent (unless an exception exists under PIPEDA).

However, if there is personal information in those files that you have no further business or legal purpose for keeping (for example, the list of people who attended the open house), that personal information should be destroyed. Care must be exercised in the destruction or disposal of personal information to prevent unauthorized parties from gaining access to the information.

01/2004 Question #3: How long can I keep my sold files? There is some information which I could use in the future when the property is re-sold.

Answer: See Question #2 and Answer above.

01/2004 Question #4: I didn't specifically ask my client, three years ago, can I keep your name and address in my data base so that I can update you on the market every once in a while or send you a birthday card, if that's what I've been doing for the last three years and the client has never indicated that he/she wants me to stop, can't I, at this point, rely on the notion of implied consent and continue to send this person the same type of information that I've been sending him/her for the last three years, but now with a notice saying that if he/she no longer wishes to receive this information, please call/write/or e-mail, and I will remove him/her from the data base?

Answer: Although it cannot be said with absolute certainty given the lack of any guidance or interpretation on the issue of personal information collected originally without consent, prior to January 1, 2004, a strong argument can be made that you can continue to carry on with this practice, if the conduct in question also occurred prior to January 1, 2004. In other words, sending out these market updates or birthday cards is part of a pattern of activity for which consent may be implied by the conduct of the person concerned prior to January 1, 2004. However, it is important to include the notice saying that if the person no longer wishes to receive this information, please call/write/or e-mail, and he/she will be removed from the data base and he/she will no longer receive such mailings. In addition, reference must also be made to the Fighting Internet and Wireless Spam Act (FISA), which has specific requirements for consumers to be able to opt-out of any email solicitations.

[Note: Please see more information on "opt-out" consent and examples of "opt-out" language in Section D. The Consent Requirement, Question #5]

01/2004 Question #5: I plan on using my client's existing personal information for a new purpose (ie. a purpose that was not part of the original consent when I first obtained the personal information). What do I need to do?

Answer: Subject to limited exceptions, further consent must be obtained before that information is used or disclosed for the new purpose and a record of this additional consent should be documented. The client must be advised of the purpose for which this new consent is needed and the purpose must be reasonable. The purpose must be stated in such manner that the client can reasonably understand how the information will be used or disclosed.

Question #6: What if I obtain someone's personal information from a third party?

Answer: REALTORS® and firms will need to obtain assurances from the third party that the information was collected, used and disclosed in compliance with PIPEDA. In order to demonstrate due diligence with respect to third-party personal information, the receiving party should obtain such assurances in writing (e.g., by means of warranties or contractual terms in a written agreement) and ensure that the information comes from a reliable source.

Also, subject to limited exceptions, if REALTORS® share information with a third party, they will first need to obtain the client or customer's consent to sharing that information and they will also need to ensure the third party will comply with PIPEDA in regards to the use and disclosure of that information. For example, a REALTOR® cannot provide a list of recent homebuyers to a local moving company without asking for the homebuyers' consent to do that first and without obtaining assurances from that moving company that it will collect, use or disclose that personal information in compliance with PIPEDA.

Question #7: Can I provide the local moving company with a list of my clients' names, addresses and phone numbers?

Answer: You are not able to provide lists of your sellers or buyers to moving companies, or lawyers, the welcome wagon lady, or even your franchise's "concierge service" without first obtaining the consent of each individual buyer or seller.

Consent doesn't always need to be in writing. For non-sensitive personal information - a name or an address or a telephone number - you can get that consent verbally, but you should make a note of it somewhere in your file. On the other hand, consent to collect, use or disclose sensitive personal information, such as a person's financial situation, should be obtained in writing.

When you are asking for consent, you have to identify the purpose for which you need that consent and you can only collect, use or disclose that personal information for that purpose. For example, if your buyers have consented to you disclosing their name, address and telephone number to your franchise's concierge service, you can't also disclose it to the local moving companies or the local lawyers. Create a "consent list" of those service providers who you normally provide such information to, or those service providers that your clients usually ask you about, and then have your clients check off those service providers and sign the bottom of the list to show that they've consented.

NEW Question #8: I am ready to retire from the real estate business. I want to sell the assets of the brokerage firm to another real estate brokerage [or, to Broker X, who will start a new brokerage firm] [or, to Broker Y, who already has a brokerage]. The assets to be sold would include the firm's database which contains, among other things, my clients' and customers' names, addresses, phone numbers, etc. Can I do this without the need to obtain consent of everyone who is in that database?

Answer: PIPEDA currently lacks express provisions to allow organizations to disclose personal information to prospective or actual purchasers without consent. It is recommended that the firm's privacy policy address the issue of a transfer of personal information because of a change in all or part of the business by including appropriate language. Note that the sample firm privacy policy, which is provided in the *Complying with Privacy* continuing education seminar materials, contains a provision which states – "Personal Information may also be transferred to another company in the event of a change of ownership of all or part of [Firm Name]."

In addition, the firm should ensure that the prospective buyer agrees that, until after the deal is completed, the use and disclosure of the information by the prospective buyer is restricted to those purposes that relate to the sale of the brokerage, including a determination whether or not to proceed with deal. The prospective buyer should also agree to keep this information in a confidential and privacy compliant manner (i.e., the standard requirements imposed on 3rd parties to whom personal information is provided), including: only using the information for the stated purpose; keeping it secure; restricting access to and further disclosure of the information; cooperating with any access requests; and returning or destroying it upon request or if the transaction is not completed. Only personal information that is necessary to determine whether to proceed with the transaction, and if the determination is made to proceed, to complete it, should be disclosed.

NEW 1st Corollary to Question #8: But how about that part of the database that contains personal information collected before the firm instituted its privacy policy?

Answer: The idea of "consent" applies to three aspects of a brokerage's handling of personal information: its collection, use and disclosure.

With respect to information *collected* prior to January 1, 2004, since PIPEDA did not apply to brokerages then, there is no requirement to go back and obtain consent to the collection of that information. With respect to its *use* and *disclosure* after January 1, 2004, there is a need to *have* consent. There is no definitive answer as to whether one needs to "go back" and get express consent.

It is likely that the initial provision of the personal information had a "context" (i.e. the person knew the reason for which it was collected and how it might be used or disclosed). In such a context, it can be argued that there exists an "implied consent", in which case one need not go back to get consent for the disclosure to and use by the buyer of the brokerage - provided that the buyer's use and disclosure are consistent with the purpose of the initial collection. It is also arguable that a change in ownership is not a change in "use" or a "new use". For example, a change of ownership through share purchase would not be a transfer requiring further consent. Consumers know that businesses are bought and sold. It is not an unreasonably foreseeable occurrence when one considers what businesses do. As such, it may be argued that there exists implied consent to the disclosure and transfer of personal information to effect such transactions where the successor organization would only use or disclose the personal information for the purposes for which consent was originally obtained. However, if the new owners change the actual use or disclosure of the information, that would require new consent. But that would be the case even if the original owners of the firm used or disclosed the personal information for a different purpose than originally provided for.

[Note: Question #4 in Section C. Managing Personal Information, deals with some of the same concepts as this question and answer]

NEW 2nd Corollary to Question #8: But how about the database of an individual REALTOR® who wants out of the business and wants to sell his/her database to another REALTOR®? It doesn't appear that the firm privacy policy would apply to that situation?

Answer: The provision contained in the firm privacy policy deals with the change of ownership of the firm; not an individual REALTOR® selling his/her own personal database. For that sale, the REALTOR® would need to obtain the consent of those individuals in the database about whom the REALTOR® has personal information that is not exempt. With respect to "publicly available" information (which includes a name, address and telephone number appearing in a public telephone directory in respect of which the subscriber can refuse to have the information appear), the Office of the Privacy Commission has stated that it is not enough for personal information to be simply *available* from a public source for an organization to be able to lawfully disclose it without obtaining the individual's consent; the information must also have been *collected* from the publicly available source for the specific purpose of making the disclosure (PIPEDA case summary #2009-002).

Question #9: What if I want to send follow-up and other promotional materials to the people who attended my seller's open house?

Answer: Somewhere on the sign in sheet where the people attending the open house are writing their names and perhaps addresses and/or phone numbers, should be noted all of the purposes for which that personal information will be used and to whom that information will be disclosed – for example: to provide follow up material on this property and also general promotion material about the Listing Brokerage and the listing salesperson. There should be a place on the sheet where the people who are providing their names and addresses will be able to indicate that they don't want you to use their personal information for some or all of those purposes or they don't want you to disclose their personal information to some or all of the proposed recipients.

Abide by their wishes. Do not use that personal information for any purpose other than what was consented to. Do not disclose that personal information to anyone other than what was consented to.

As always, protect that personal information with safeguards appropriate to its sensitivity and destroy it when it is no longer needed for its identified purposes or for legal requirements.

1st Corollary to Question #9: What if the seller wants to see the names (and addresses) of the people who attended their open house for security reasons?

Answer: Add that purpose (security reasons) and that recipient (the seller) to the sign in sheet, as one of purposes and one of the disclosures that will be made of their personal information. However, you should carefully discuss with the seller what should be done if someone does not consent to this disclosure for this purpose (this is a little different than just making sure you don't send marketing information to this person). If the seller would not want someone to be in their house without knowing their name and address, that needs to be made clear to the person who has refused to give their consent to this (consequences of not giving consent must be provided). Be very careful in how you deal with this situation since you need to make sure that that truly is the only reason why the person is not being permitted to view the home and that the person clearly understands that that is the only reason he/she is being denied entry (otherwise, there could be possible Code of Ethics concerns and/or Human Rights concerns).

2nd Corollary to Question #9: What if the listing brokerage also carries on an insurance brokerage, or a travel agency. Can the personal information from the open house lists be used to market insurance or travel information to these people?

Answer: Only if that purpose was a stated use/stated disclosure on the sign in sheet and that stated use/stated disclosure was consented to.

Question #10: Can we ask a buyer or tenant for their Social Insurance Number?

- 1 The Social Insurance Number is required, for income tax reporting purposes, in the following circumstances - If someone pays interest income of \$50.00 or more in a year to a Canadian resident, the payer needs to report payment of such income to the government (CRA) and needs to issue a T-5, regarding the payment of that interest. A SIN number is required in order to report the payment of the interest income to CRA and to issue a T-5 tax receipt. (Please speak with your firm's accountant regarding the specific details)
- 2 Therefore, in these circumstances there is a valid reason for asking for the buyer's SIN number. Obtaining this information from the buyer is necessary for the tax reporting requirements regarding the interest earned on the deposit. Therefore, it is not in contravention of PIPEDA.
- 3 As with any personal information, the buyer should be told why the Listing Brokerage needs that SIN number; the SIN number

should be kept secure; the SIN number should only be used and disclosed for the purpose that it was obtained (that is, to report the interest income to CCRA and to issue a T-5); and the SIN number should only be kept for as long as it is needed for a business or legal (tax) reason.

- 4 It may also be appropriate to ask a potential tenant for their SIN (as one among several identification options) in order to do a credit check. If the tenant refuses to provide it, which is their right as well, then it is also permitted to ask the tenant for other banking information or identification, in order to conduct the appropriate credit check in advance. If requesting the SIN number for the purpose of identification, you should clearly indicate that purpose at the time of collection and that the collection is optional, you must not use or disclose it for any other purpose without obtaining the tenant's express consent and you must not indicate that the SIN number is required as a condition of providing a product or service.

Question #11: Insurance companies are starting to ask for all sorts of information about things such as electrical service, square footage, etc. Although this is all information that is contained in the listing, should the REALTOR® be providing it directly to the insurance company, if the insurance company asks for it? Is that personal information that should not be disclosed without consent?

Answer: It is personal information when it's provided together with an address (or a name and an address). In PIPEDA case summary #2008-390, the Office of the Privacy Commissioner found that information relating to a property contained in residential property appraisal documents, including the market value of the property, constituted personal information of the property owner; in another case (PIPEDA case summary #2006-349), the Office concluded that information about a property is personal information if it reveals something of a personal nature about an individual.]

The OREA standard form buyer agency agreement (Form 300 – 01/2011) provides:

8. USE AND DISTRIBUTION OF INFORMATION: The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Broker in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

[underlining added for emphasis only]

The buyer's insurance company is a third party retained by the buyer to assist in the transaction. If the call is initiated by the insurance company, the buyer agent should check with the buyer to make sure that this is, indeed, the buyer's insurance company.

As to the concern that, prior to closing, this is still the seller's personal information and it is the Cooperating Brokerage (buyer representative) who is providing this information to the buyer's insurer, the OREA standard form listing agreement (Form 200 – 01/2011) provides: **[Note to Draft: consider updating version reference and the provisions of section 11 below (underlined parts do not appear to have changed but minor changes appear to have been made to other parts of the section in the current version of the form)]**

11. USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the appropriate MLS® system(s) and acknowledges that the MLS® database is the property of the board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the board(s) may: distribute the information to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; compile, retain and publish any statistics including historical MLS® data which may be used by licensed board members to conduct comparative market analyses; and make such other use of the information as the Brokerage and/or the real estate board deems appropriate in connection with the listing, marketing and selling of real estate.

[underlining added for emphasis only]

The Listing Brokerage has provided this information to the Cooperating Brokerage, who in turn has provided it to the buyer, for the purpose of the sale. When explaining this clause to the seller, in order to ensure "informed consent", the Listing Brokerage should advise the seller, among other things, that at some point in the transaction potential buyers and their representatives (Cooperating Brokerages) will be disclosing this property information, so that the buyer can arrange for: a home inspection; insurance; a mortgage, etc., all in order to facilitate the purchase.

In addition, the OREA standard form agreement of purchase and sale (Form 100 – 01/2011) provides:

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the day of, 20..., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal

building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

[underlining added for emphasis only]

In addition there is a sample condition clause dealing with insurance, which may be inserted into the Agreement of Purchase and Sale:

INSUR 1 - Condition - Obtaining Insurance

This offer is conditional on the Buyer obtaining insurance for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than _____ p.m. on the _____ day of _____, 20____, that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The seller has consented to disclosure of his/her personal information to buyer, brokerages, salespersons and others who may assist in the sale of the property, has agreed that the buyer may satisfy itself that the building may be insured against and, if the "Condition – Obtaining insurance" clause has been included, has agreed to cooperate in providing access to the property if necessary for any inspection of the property required to fulfill the buyer's condition. PIPEDA provides that, to make consent meaningful, the purposes must be stated in such a manner that the individual can reasonably understand how their personal information will be used or disclosed and, in obtaining consent, the reasonable expectations of the individual are relevant. The seller knows and has agreed or should reasonably expect that the buyer needs to provide information about the property to third parties to assist in the sale, including to the buyer's insurance company (and the bank, for mortgage purposes; and the home inspector, for the inspection, etc.). The seller knows and has agreed that the Listing Brokerage may disclose that information to the buyer and the Cooperating Brokerage. Because the seller knows and has agreed or should reasonably expect that the buyer needs to provide information about the property to the buyer's insurance company (or bank, or home inspector) to assist in the sale of the property, it is reasonable to imply consent on the part of the seller that such information can be disclosed to the insurance company or such other parties for such purpose. The fact that this is done by the Cooperating Brokerage on the instructions of the buyer should not affect this consent provided by the seller.

To be extra cautious, the Cooperating Brokerage should ask the Listing Brokerage for permission to disclose this information, on behalf of the buyer, for insurance (and other) purposes and should make a note to file that the Listing Brokerage's consent was requested and given.

The OREA standard form buyer agency agreement (Form 300 – 01/2011) provides:

8. USE AND DISTRIBUTION OF INFORMATION: The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Broker in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes.

[underlining added for emphasis only]

The buyer's insurance company is a third party retained by the buyer to assist in the transaction. If the call is initiated by the insurance company, the buyer agent should check with the buyer to make sure that this is, indeed, the buyer's insurance company.

As to the concern that, prior to closing, this is still the seller's personal information and it is the Cooperating Brokerage (buyer representative) who is providing this information to the buyer's insurer, the OREA standard form listing agreement (Form 200 – 01/2011) provides:

11. USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the appropriate MLS® systems(s) and acknowledges that the MLS® database is the property of the board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the board(s) may: distribute the information to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; compile, retain and publish any statistics including historical MLS® data which may be used by licensed board members to conduct comparative market analyses; and make such other use of the information as the Brokerage and/or the real estate board deems appropriate in connection with the listing, marketing and selling of real estate.

[underlining added for emphasis only]

The Listing Brokerage has provided this information to the Cooperating Brokerage, who in turn has provided it to the buyer, for the

purpose of the sale. When explaining this clause to the seller, in order to ensure "informed consent", the Listing Brokerage should advise the seller, among other things, that at some point in the transaction potential buyers and their representatives (Cooperating Brokerages) will be disclosing this property information, so that the buyer can arrange for: a home inspection; insurance; a mortgage, etc., all in order to facilitate the purchase.

D. The Consent Requirement

QUESTION #1: What about that testimonial letter from three years ago that I have in my marketing kit – the letter that shows my former client's name and address or the property address?

Answer: If you got that client's consent to use it for your marketing purposes, you still have a business reason to have it in your possession and you're still using it for the purpose for which they gave you their consent. But, if you never obtained their consent to use their testimonial letter for your marketing purposes, the best thing would be to go back and get their consent to do so. You can't assume that they gave you their consent just because they sent you the letter. They may have just wanted you to know how happy they were with your services. Alternatively, remove their name and address and any other personal information from that letter before you use it for your marketing purposes. If you do that, get rid of the original letter, the one that contains the personal information, if there's no business or legal reason to keep it.

Question #2: What types of consent can I obtain?

Answer: Consent can be express or implied. Express consent is actually obtained from the person – either in person, by phone, by mail, by response card, by e-mail, or over the Internet, etc. Express consent should be obtained whenever practical. If the personal information is considered sensitive (eg. information relating to a person's health, finances, religious or other beliefs, sexual orientation, etc.), obtaining express written consent is always the best approach. When obtaining verbal consent, it should be documented somewhere in the file.

Consent can be implied when it can be reasonably assumed the individual would expect their personal information to be used or disclosed for a particular purpose. For example, when giving a furniture store an address for the delivery of a new couch, it can be reasonably assumed that the furniture store would need to disclose that personal information (the address) to the trucking company that actually makes the delivery. Implied consent should not be relied upon for sensitive personal information.

01/2004 Question #3: How do I get express consent to collect, use or disclose personal information?

Answer: Express consent can be obtained in many ways. For example, it can be obtained in person, by phone, by mail, via the Internet etc. A record should be kept of the consent received. If it is obtained verbally, it would be helpful to make a note of that conversation. If the personal information is considered sensitive (eg. information relating to a person's health, finances, religious or other beliefs, sexual orientation, etc.) it is better to obtain that consent in writing.

01/2004 Question #4: When can I use "opt out" consent (ie. I have your implied consent to continue to send you these materials about our products and services unless you tell me you *don't* want me to continue) in my mailings to clients and customers?

Answer: The Office of the Privacy Commissioner of Canada has, in several decisions, established certain conditions that must be met in order for an organization to justify reliance upon the opt-out form of consent. They are summarized as follows:

- 1 The personal information must be clearly non-sensitive in nature and context.
- 2 The information-sharing situation must be limited and well-defined as to the nature of the personal information to be used or disclosed and the extent of the intended use or disclosure.
- 3 The organization's purposes must be limited and well-defined, stated in a reasonably clear and understandable manner, and brought to the individual's attention at the time the personal information is collected.

The organization must establish a convenient procedure for easily, inexpensively, and immediately opting out of, or withdrawing consent to, purposes and must notify the individual of this procedure at the time the personal information is collected.

The full decision (PIPEDA Case Summary #2003-207) can be found on the website of the Office of the Privacy Commissioner of Canada, at http://www.privcom.gc.ca/cf-dc/2003/cf-dc_030806_02_e.asp. OREA will continue to monitor the decisions made by the Privacy Commissioner and will update this FAQ if and when necessary.

01/2004 Question #5: Are there any examples of "opt out" language that we can use in mailings?

Answer: This is a drafting issue, specific to the business. The form of "opt out" notice to be used should be established by the firm and should be consistent throughout the firm. One example is:

"We may, from time to time, communicate with you about our services. Please write to us at [address] or call [telephone number] or e-mail us at

[e-mail address] if you do not wish to receive information from us about our services. In the event that you contact us with this request, all reasonable efforts will be taken to ensure that you will not receive any communications from us in the future."

If this is printed on a form to be returned to the firm, then it could be combined with a check-box indicating whether the individual consents or does not consent to receive further information.

Another example is:

"At xxxxx we respect your privacy. If you wish to be removed from our mailing list for this publication or have any questions about our collection, use

or disclosure of personal information, you may contact us at ----- Or, please check the box below and return to our attention at [address] or email to [email address]. In the event that you contact us with this request, all reasonable efforts will be taken to ensure that you will not receive any communications from us in the future.”
 I wish to be taken off your mailing list for XXXXXXXXXXXX”

Another example is:

“As a client or customer of _____, you may, from time to time, receive communications from the firm about our various products and services. If you do not wish to receive information from us about these various products and, please check the box below and mail it to _____; or fax it to _____; or simply call us at _____; or e-mail us at _____.”

In the event that you contact us with this request, all reasonable efforts will be taken to ensure that you will not receive any communications from us in the future.

I do not wish to receive information from _____ about your various products and services.”

Question #6: Do I need my clients' consent to use their personal information in order to sell their house, including listing it on the MLS® system?

Answer: Yes, you do. It's taken care of for you in the OREA standard form listing agreement (Form 200 – 01/2011). There are consents already built into that standard form and so if someone wants to use your services to sell their house, they will need to give you the consent to use the information they've provided and distribute it to cooperating brokerages, potential buyers, others who may assist in the sale and of course to the board, to put it on the MLS® system. If they won't give you their consent to post this information on the MLS® system, then it can't be an MLS® listing. It will have to be an exclusive listing – but, that's already the case, even now.

One further thing to note - consent means “informed consent”. Tell potential clients all about the MLS® system and the role of cooperating brokerages and what information will need to be disclosed to the board, other REALTORS® and potential buyers in order to sell their house. Make sure that they understand what's going to happen with their personal information in order for you to be able to sell their house, including posting it on the MLS® system. Also, provide them with a copy of your firm's privacy policy (that should be included in every REALTOR®'S marketing kit) as well as the 2-page brochure called *Privacy and the Real Estate Transaction*, which explains to the public how the privacy law relates to real estate transactions and which can be found in the CREA Privacy Toolkit available on REALTOR® Link www.REALTORlink.ca.
[Note: See also Section C. Managing Personal Information, Question 11.]

01/2004 Question #7: Most people don't read their Listing Agreement. What should I do?

Answer: They should read it; direct them to it; explain it simply. That's something that every REALTOR® should have been doing even before PIPEDA. It is critical that the seller understands what will be happening with their personal information throughout the transaction and within the MLS® system.

01/2004 Question #8: Do I need to explain my firm's privacy policy to each and every client or customer? What about the CREA Privacy Code brochure *Privacy and the Real Estate Transaction*?

Answer: The privacy policy sets the parameters for the collection, use and disclosure of personal information and provides a means to establish the “informed” aspect of the consent, since consent must be an “informed consent”. The idea is to say, in essence, “if you provide us with personal information, the act of providing it constitutes your consent to our collection, use and disclosure of your personal information in accordance with our privacy policy.” Delivery of the privacy policy provides the basis to say that the consent was informed. Of course, any collection, use or disclosure of personal information for a purpose not identified in the privacy policy or for which consent has not been obtained, will require new informed consent.

You should ensure that the client or customer reviews the firm's privacy policy and that you are able to respond to any questions that the individual may have regarding the policy or your firm's collection, use or disclosure of their personal information. In addition, explain how you do business and get their informed consent for the use and disclosure of their personal information for the purposes you tell them about. The CREA Privacy Code brochure is an additional tool for REALTORS® to use to assist clients and customers to understand the privacy issue, how it applies to a real estate transaction and how REALTORS® and organized real estate are responding to meet the requirements of privacy legislation.

01/2004 Question #9: Can I market to someone whose listing shows up as “expired” on our board's MLS® system?

Answer: No, you cannot use the information obtained from an expired listing on the board's MLS® system to market to that person. The general rule is – you can't collect, use or disclose a person's personal information without their consent.

When that seller signed the listing agreement to submit the now-expired listing to MLS® he/she consented to the use of their personal information by the listing brokerage, cooperating brokerages and by the board for certain specified purposes (see section 11 of the OREA standard form listing agreement – Form 200 – 01/2011). If the seller did not sign the express consent to be contacted in the listing agreement upon expiry of the listing, then they cannot be contacted.

NEW Question #10: If I see a newspaper ad, or web-ad, or a lawn sign - can I phone, e-mail, walk-up to the door of a FSBO to: a) market my services? b) inquire about the property for a Buyer client?, c) preview the home?

Answer: Using information from an FSBO advertisement or lawn sign to make contact with the owner is not a privacy issue. The person made that information available in the ad or on the lawn sign for the purpose of being contacted by persons who are interested in buying the property.

Whether you make contact for the purpose of marketing your services, inquiring about the property for a Buyer client, or previewing the home, the seller may refuse to deal with you. But that's not a privacy issue, that's just up to the property owner. And, as a matter of courtesy, if the ad says "no agents please" you would no doubt respect the wishes of the owner, as you would have even in pre-privacy days

Regarding the use of the personal information contained in a telephone directory, please see questions #16 and #17 below.

NEW Question #10a) If a property is posted on the MLS® system and the posting brokerage is not providing any other services, can I approach the seller to offer marketing services?

Answer: If the seller has a client relationship with the posting brokerage, then it would be a violation of Section 7 of the REBBA 2002 Code of Ethics to approach the client of another brokerage to offer additional marketing services. Typically, the posting brokerage will have indicated in the broker remarks section of the listing as to when a co-operating brokerage can contact the seller, for example for showings, commissions or offer negotiations. This is the only consent that the posting brokerage has provided. . As such, any use of the seller's personal information provided by the posting broker to contact the posting brokerage's client to provide other services, such as running an open house for them, would be a violation of PIPEDA and REBBA 2002.

NEW Question 10b) What if the seller who has posted a listing approaches me to assist them with marketing their property?

Answer: If the seller has approached you directly for assistance, then you are permitted to assist them.

NEW Question #11: Can I disclose the sold price of any property to anyone?

Answer: The sold price or purchase price of a property can be considered personal information. As a general rule, the knowledge and consent of the individual are required for the collection, use and disclosure of personal information. Section 7(3)(h.1) of PIPEDA states that an organization may disclose personal information without the knowledge and consent of the individual if the information is "publicly available" and is specified by the regulations. The regulations provide that personal information that appears in a public registry is "publicly available" where the collection, use and disclosure of the personal information relate directly to the purpose for which the information appears in the registry.

Sold price after "closing" appears in a public registry, and is considered to fall within the definition of "publicly available" information under the regulations to PIPEDA. However, the collection, use and disclosure of this information must still be consistent with the reason it appears in the public registry – i.e. confirmation of ownership or sold price. Furthermore, the Office of the Privacy Commissioner has taken the position that it is not enough for personal information to be simply *available* from a public source (e.g. a municipal/provincial property registry) for an organization to be able to lawfully disclose it without obtaining the individual's consent; the information must also have been *collected* from the publicly available source for the specific purpose of making the disclosure. See, for instance, PIPEDA case summary #2009-002 where the Office of the Privacy Commissioner found that the information was not actually collected from the public registry but from the purchase agreement that the salesperson was privy to in the course of his duties as sales agent for the seller.

If the "publicly available" exception under PIPEDA is not available, use or disclosure of sold price from the MLS® system has to be consistent with the consent provided by the individual that can be identified with this information. You have to fall back on the "Use and Distribution of Information" clause in the Listing and Buyer Agency Agreements (section 11 of the OREA standard form listing agreement – Form 200 – 01/2011 and section 8 of the OREA standard form buyer agency agreement – Form 300 – 01/2011) and the related MLS® rules requiring that such consents be obtained for MLS® listings.

So, prior to or after closing, disclosure of the sold price to "anyone" has to be consistent with the purpose of listing, marketing and assisting with the sale or lease of the property as allowed for in the "Use and Distribution of Information" provisions in the Listing Agreement or Buyer Representation Agreement. This could involve disclosure to other REALTORS® if consistent with these purposes but not to the public or other customers and clients without independently obtaining consent from the seller and the buyer for such purposes.

NEW Question #12: Is there a problem with the listing broker revealing to other REALTORS® the sale price of an exclusive listing?

Answer: See the response to question #11, above. Even if the listing brokerage didn't use the OREA Standard Form Listing Agreement because it is an exclusive listing, rather than an MLS® listing, somewhere in the agreement between the listing brokerage and the seller there should be a consent provision whereby the seller permits the listing brokerage to collect, use disclose the information in order to sell the property. Disclosure of the information by the listing brokerage must be consistent with the consent provided within that listing agreement.

NEW Question #13: Can REALTORS® distribute flyers or other advertising material to the public indicating sold price or photo or address of a recently sold property before or after closing date?

Answer: Sold price associated with an address or photo may easily be associated with a name making it personal information. The consent language in the "Use and Distribution of Information" clause in the Listing and Buyer Representation Agreements (section 11 of the OREA standard form listing agreement – Form 200 – 01/2011 and section 8 of the OREA standard form buyer Representation agreement - Form

300 – 01/2011) authorizes the use and disclosure of price as it relates to the listing, marketing and sale or lease of the property. The consent language in these forms does not permit REALTORS® to use that information to market their services to others.

The fact that such information may become “publicly available” information (i.e. following registration in a land registry) does not alter this conclusion since the regulations to the federal privacy legislation are clear that the collection, use and disclosure of such personal information from the registry must relate directly to the purpose for which the information appears in the registry – ownership verification, notice of sale price. In addition, as described in Question #11 above, the Office of the Privacy Commissioner has taken the position that it is not enough for personal information to be simply *available* from a public source (e.g. a municipal/provincial property registry) to be able to lawfully disclose it without obtaining the individual's consent; the information must also have been *collected* from the publicly available source for the specific purpose of making the disclosure (PIPEDA case summary #2009-002). In that case, the information was not actually collected from the public registry but from the purchase agreement that the salesperson was privy to in the course of his duties as sales agent for the seller and therefore the salesperson could not rely on the “publicly available” exception to the consent requirement. Therefore, consent for such marketing purposes should be expressly obtained from the individual(s) who are identified or identifiable by such information before REALTORS® distribute flyers to the public indicating “sold” price and photo or address of a property.

Indicating that a property has sold (without any amount indicated) accompanied by a picture, becomes problematic if the identity of the owner can be discerned from the photo (i.e. the house is recognized as being owned by person X) because this would place it in the category of “personal information”. To the extent that it is not personal information then the practice is permissible in relation to PIPEDA. However, since the question of whether the “photo plus address” is personal information is dependent upon who is viewing the picture (i.e. who recognizes the property as belonging to Person X) we would caution that obtaining consent would be advisable since the use and disclosure of personal information without consent would violate PIPEDA.

In addition to PIPEDA concerns, REALTORS® should be aware of a RECO CCD decision, posted on the RECO website on December 29, 2003, at http://www.reco.on.ca/ccd_discipline, which the RECO discipline panel held that a registrant was in breach of Rules 1(2), 1(5), 10, 21, 46 of the RECO Code, for a number of advertising infractions, including “Advertising properties as sold without obtaining the written consent of the buyers to do so.”

If you have not independently obtained consent from the individual(s) that are identifiable from the property information (by address or photo) and wish to distribute flyers or other advertising material indicating a property has sold, it may be best for you to aggregate the information. For example - “Recently sold 6 homes in this subdivision for an average price of \$300,000” OR “Recently sold 8 condos in this 3-building complex for an average price of \$200,000” OR “Recently sold 4 homes on this street for an average 97% of list price”. The larger the number of properties referred to and the bigger the subject-area, the less likely is the possibility that the information could be linked to an identifiable individual.

The “sold” sign in front of a property communicates the fact that the property has been sold – a reasonable and logical purpose given a sign had been used to advertise the property for sale. People driving by the property would only see that information. Placing that “sold” information in a flyer would involve communicating/disclosing it to people who may not otherwise know about the property. Also the purpose of placing “sold” on a sign on a lawn is different from the purpose of placing it in a flyer. You require the consent of the seller to place the sold sign on the property. Similarly, you require this same consent to market the fact that you sold the property, in any medium.

NEW Question #14: Can I send out “Just Sold” cards or indicate “SOLD for x% of asking”?

Answer: Same as answer for Question #13 above.

01/2004 Question #15: Can REALTORS® still provide a Comparative Market Analysis (CMA) service to their clients or customers using listing and sale information from the board's MLS® system?

Answer: The “Use and Distribution of Information” clauses found in OREA Standard Form listing and buyer agency agreements allow real estate boards to post and retain MLS® listing information, including historical MLS® data, on the MLS® system (including sale or lease information). This information is for use by its Members and other persons authorized to use the MLS® system as allowed for by these clauses and the MLS® rules of the real estate board. The historical uses of information on the system are usually for comparative market analysis (CMA) and valuation purposes and that is why current and historical data is essential to the operation of the MLS® system.

The current OREA standard form listing agreement (Form 200 – 01/2011) provides:

USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property.

The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the appropriate MLS® systems(s) and acknowledges that the MLS® database is the property of the board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the board(s) may: distribute the information to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; **compile, retain and publish any statistics including historical MLS® data which may be used by licensed board members to conduct comparative market analyses;** and make such other use of the information as the Brokerage and/or real estate board deems appropriate in connection with the listing, marketing and selling of real estate.
[underlining added for emphasis only]

This would clearly provide the consent needed from the seller for Members to *generate* CMAs as an appropriate use in connection with the listing, marketing and selling/leasing of real estate. Providing clients and customers with an estimated value of the subject property of the CMA and the properties that the valuation was based on, *without* revealing the actual price for those properties is not in question.

Regarding the ability to provide clients and customers with an estimated value of the subject property of the CMA and the properties that the valuation was based on, *including* revealing the actual price for those properties is less settled at the current time.

Although it cannot be said with absolute certainty given the lack of precedents or case law on the ultimate interpretation of many aspects of PIPEDA, a strong argument can be made that the words "conduct comparative market analyses" contained in the consent clause of the OREA standard form listing agreement can be interpreted broadly enough to include the essential part of "conducting a CMA", that is, providing that information to a prospective seller or prospective buyer.

The issue of whether the consent of the buyer of the property was obtained or needed to be obtained is based on two arguments. First, the consent was provided in the appropriate clause contained in the OREA Standard Form Buyer Representation Agreement or Buyer Customer Service Agreement (see clause below); second, in using CMAs when buying their property through the MLS® system, the buyer implicitly consents that their property information on the MLS® system may also be used for similar CMA purposes.

The current OREA standard form buyer representation agreement (Form 300 – 01/2011) and the current OREA buyer customer service agreement (Form 310 – 01/2011) provides:

USE AND DISTRIBUTION OF INFORMATION: The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes, and for such other use of the information as the Brokerage and/or real estate board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.
[underlining added for emphasis only]

01/2004 Question #16: My name, address, phone number and postal code is in the phone book. Can people use that?

Answer: Yes. Personal information consisting of the name, address and telephone number of a subscriber that appears in a telephone directory that is available to the public, where the subscriber can refuse to have the personal information appear in the directory (i.e. where subscribers can have unlisted numbers), is exempt from the consent requirements under PIPEDA by virtue of Section 7 of PIPEDA and the regulations to PIPEDA. However, that exemption does not include someone creating a new book from that information and disclosing it to others.

NEW Question #17a: Can I do "cold calling" from the phone book or does the National Do Not Call List apply?

Answer: If a person has registered with the Canada National Do Not Call List, then you cannot call them unless you have a "prior business relationship" with them. This applies to all personal phone and fax numbers. There are now millions of numbers registered with the National Do Not Call List. You are permitted to contact a number on the National Do Not Call list if you had completed a real estate transaction for that person within the previous 18 months, have a written contract with that person for a service that is still in effect or expired within the last 18 months and/or if the person had made an inquiry of your office or website within the past 6 months. You may also call a person who has provided you express consent (which includes permission on a written form, electronic form or an online form or verbal permission) to be called. Therefore, if a person registers their information at your website, you are permitted to contact them, even if their number is on the National Do Not Call list. Brokerages must also maintain an internal Do Not Call List. There may be penalties assessed against the salesperson and the brokerage if a complaint is made. The penalties are up to \$1,500 per violation against an individual and \$15,000 per violation against a corporation.

01/2004 Question #18: Can I do a mail drop?

Answer: If it is general, unaddressed there are no problems, subject to the content.

NEW Question #18a, can I market to an entire postal code if it may include an expired listing?

Answer: If it is to an entire postal code, and the material contains a statement that it is not meant to solicit a listing, then it is permissible. You are not permitted to target a specific street that may have an expired listing on it. You should consider including a statement on such advertising that it is not intended to solicit any listing.

Question #19: What if I need to disclose a client's personal information to FINTRAC, because I'm required to by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*?

Answer: There is an exception in PIPEDA for the disclosure of personal information without the knowledge or consent of the individual if the disclosure is made to the government institution mentioned in section 7 of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* as required by that section or is required by law.

01/2004 Question #20: Can I tell a new landlord about the tenants' arrears and history (the tenants are individuals in an apartment building, not corporations in a commercial building)?

Answer: Not without the tenants' consent if you're going to somehow identify (by name or by suite number) the tenants in arrears. You should try and obtain this consent in the tenant's rental application form, in which case the purpose for which such information is being collected and may be used or disclosed will need to be identified. Even if the tenant has consented, you need to ensure that the recipient of the information will deal with that information in a privacy compliant manner, including keeping it secure.

NEW: Question #21: Can I take pictures of a seller's chattels and fixtures without consent?

Answer: According to a Privacy Commissioner decision, photographs of the contents of an individual's apartment or home, including chattels and fixtures, could disclose someone's personal information if it can be associated with an identifiable individual; for example, if it is an expensive appliance, it could disclose what this person could afford to spend (i.e., their standard of living). As such, it is recommended that consent be obtained before a buyer or REALTOR® takes any pictures of chattels and fixtures or the interior of an individual's home when inspecting a property.

NEW: Question #22: Are there any Privacy restrictions when you are acting in multiple offers?

Answer: When you are acting for a seller in multiple offers, you must disclose the following to any buyer salesperson: 1) The total number of offers received (but not the substance of the competing offers); 2) Whether any offers are coming from your own listing brokerage; 3) whether there is any commission discount or other remuneration associated with any offer that may affect whether an offer to buy is accepted; and 4) whether the same buyer brokerage has submitted more than one offer. These rules do not apply if the buyer is buying a property from a private seller. You may want to consider requesting a private seller to sign a confidentiality agreement if you are concerned or consider shortening the irrevocable period when acting for a buyer from a private seller, to limit the ability of the private seller to disclose the contents of the offer to other potential buyers.

NEW: Question #23: Do Privacy restrictions apply when advertising in social media?

Answer: Privacy restrictions apply no matter what medium you are advertising in. For example, if you are advertising the sold price of any property in any social media, whether on your website, facebook or twitter pages, then you must follow all of the principles discussed in questions 11-15 above. If you are asking visitors to your website to complete any section where they will be providing you with their personal information, then you should have a link on the same page to your privacy policy, so that you disclose how you will be using or disclosing this information with the consent of the consumer.

NEW: Question #24: What happened in the case of Century 21 v Zoocasa and was this a privacy issue?

Answer: Zoocasa scraped property listing information from the Century 21 website onto its own website, and added its own information about the entire neighbourhood where the listing may be located. This included street level photography, neighbourhood descriptions, schools and demographic information. It also included advertisements for products and services to consumers who accessed the website. Century 21 had a "terms of use" policy on its site which clearly indicated that their listing information could not be used for any other commercial purpose. Century 21 claimed that Zoocasa violated these terms of service as well as Canadian copyright law when it placed these listings on its own private website. The court agreed. Although the damages awarded were not significant, the legal principles are very important. Terms of use agreements on a company website will be enforced against those using your website, even if they have not clicked an "I accept" button.

NEW Question #25: Is a bank appraisal considered personal information or can the consumer request a copy?

Answer: The Office of the Privacy Commissioner considers that a residential property appraisal constitutes personal information of the property owner as it contains information relating to the property in the owner's name, including its market value. A property owner can request a copy of their appraisal report from a lender. However, parts of the appraisal report that do not contain any personal information or that constitute third party information, including the name and contact information for the appraiser and information about other properties, do not have to be disclosed to the owner. See PIPEDA Case Summary #2008-390.

NEW Question #26: Can an insurance company request the details of your tenant's insurance?

Answer: The insurance company is permitted to ask for this information if it is for purposes that a reasonable person would considered appropriate, such as assessing risk. The Office of the Privacy Commissioner has found that an insurance company may require, as a condition of receiving insurance services, that a property owner collect and disclose to the insurance company information about tenants, such as their insurance company's name, insurance policy number and expiry date. In such case, the Office considered that the insurance company's purposes for collecting such information, namely, to reduce its exposure to risk and to maintain competitive insurance premiums, were those that a reasonable person would consider appropriate in the circumstances. In such case, the property owner would have been required to comply with the requirements under PIPEDA in collecting and disclosing such information to the insurance company, specifically with respect to obtaining tenant consent, informing tenants of the purposes for the collection and proposed disclosure and safeguarding and retaining the information. See PIPEDA Case Summary #2006-343.

NEW Question #27: Can a condominium corporation request the lease details of anyone renting a unit in a condominium?

Answer: Under section 83 of the Condominium Act, an owner must provide the condominium corporation the name of every tenant, the address of the owner and a copy or summary of the lease agreement. Therefore, an owner of a unit may provide this information to the condominium corporation without their tenant's knowledge or consent as the disclosure is required by law (being an exception to consent under section 7(3)(i) of PIPEDA).

NEW Question #28: Can you provide the details of an agreement of purchase and sale to a commission advance company or do you require the consent of the buyer and seller?

Answer: The sale price indicated in any agreement of purchase and sale is personal information and consent must be obtained in order to disclose this information to a third party such as a commission advance company. In the sample Privacy policy included in this material, this consent is stated in section 2.

NEW Question #29: Recently I received an insurance renewal from one company and a letter from another insurance company, both requiring my signed consent. At the end of the request, they state that should I choose not to sign the consent form, they may not be able to continue insuring me. Can they do this?

Answer: Section 4.3 of Schedule 1 to PIPEDA is the general principle dealing with the need to obtain informed consent to the collection, use and disclosure of

personal information. It provides as follows:

Principle 3 – Consent

"The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate."

Subsection 4.3.3 of Principle 3 states that –

"An organization shall not, as a condition of the supply of a product or service, require an individual to consent to the collection, use, or disclosure of

information beyond that required to fulfill the explicitly specified and legitimate purposes." [underlining added for emphasis only]

A similar provision is contained in subsection 3.7 of Principle 3 of the CREA Privacy Code –

"Members shall not refuse to represent a consumer for the reason only that the consumer has refused to provide consent for the collection or use of

certain information unless that information is required to properly represent the consumer." [underlining added for emphasis only]

PIPEDA recognizes that, to a certain extent, products or services cannot be provided if the necessary consent to collect, use or disclose certain personal information is not given. For example, as a REALTOR®, you would not be able to accept a listing as an MLS® listing if the seller did not provide the requisite consent to post the information on MLS® and to give the board the ability to collect, retain, use and disclose that information for certain purposes.

The sample firm privacy policy contained in the *Complying with Privacy* continuing education seminar materials, and also located in the My OREA-Legal-Privacy

Compliance section of the OREA website, contains the following paragraph:

"Your provision of Personal Information to [Firm Name] means that you agree and consent that we may collect, use and disclose your Personal Information in accordance with this Privacy Policy. If you do not agree with these terms, you are requested not to provide any Personal Information to

[Firm Name] or a Brokerage or Sales Representative working with [Firm Name]. Unfortunately, certain services can only be offered if you provide Personal Information and consequently, if you choose not provide us with any required Personal Information, [Firm Name] may not be able to offer you those services." [underlining added for emphasis only]

If you feel uncomfortable with what the insurance company is asking you to consent to, call the company's privacy officer to inquire about and discuss the matter. The insurance company should advise you of the purposes for which your personal information is being collected and those purposes should be stated in such manner that you can reasonably understand how your information will be used or disclosed. Whether or not the insurance company's condition of consent is appropriate, would depend, among other things, on whether the purposes for requiring collection of such information, are those that a reasonable person would consider appropriate in the circumstances. (See also Section D, Question #26 above).

E. The Complaint Process and Liability Concerns

Question #1: What is the liability of the Privacy Officer, or the Broker/Owner/ Manager of the firm for non-compliance with PIPEDA?

Answer: Apart from a very few sections of the Act (sections 28, 8(8) and 27.1(1) of PIPEDA), non-compliance is viewed in terms of the organization, not an individual. Upon the receipt of a complaint about an organization, the Privacy Commissioner will investigate and ultimately prepare a report that contains his findings and recommendation, any settlement reached by the parties, a request that the organization advise the Commissioner of steps taken to implement his recommendations or why no action has been taken or is proposed to be taken (section 13(1) of PIPEDA).

A review of the Commissioner's decisions to date, which can be found on the Privacy Commissioner's website, at http://www.privcom.gc.ca/cf-dc/2003/index2-3_e.asp, will show the types of findings and recommendations made by the Commissioner.

If a complainant is not happy with the Commissioner's decision, the complainant may apply to court. The Commissioner may also, in

respect of a complaint that the Commissioner did not initiate, apply to the court with consent of the complainant. The court may, in addition to any other remedies it may give: order an organization to correct its practices; order an organization to give notice of action taken or proposed to be taken to correct its practices; and award damages to the complainant (section 16(1) of PIPEDA).

More information on the complaint process can also be found on the Privacy Commissioner's website, at http://www.privcom.gc.ca/information/guide_e.asp#017.

More information on the court process can also be found on the Privacy Commissioner's website, at http://www.privcom.gc.ca/information/guide_e.asp#018.

Question #2: Does the E & O insurance cover any of this?

Answer: You would have to check with your E&O insurer.

Question #3: Will the Privacy Commissioner respond to anonymous complaints?

Answer: Although the Privacy Commissioner's website, http://www.privcom.gc.ca/fs-fi/02_05_d_11_e.asp, does not specifically address the issue of anonymous complaints, it does state that individuals should contact that Privacy Commissioner's Office if they feel that an organization has violated their privacy rights. Lodging a complaint with is free of charge and the Privacy Commissioner's office will assist individuals throughout the process. The office has requested that complaints not be made by e-mail. It would appear from this description of the complaint process and the complaint form available on the Privacy Commissioner's website that the person making the complaint would have to identify himself/herself.

F. Relevant Consent Clauses contained in certain OREA Standard Forms

Section 11 of the OREA standard form listing agreement (Form 200 – 01/2011)

11. USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing property information to prospective buyers, brokers, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the appropriate MLS® systems(s) and acknowledges that the MLS® database is the property of the board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the board(s) may: distribute the information to any persons authorized to use such service which may include other brokers, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; compile, retain and publish any statistics including historical MLS® data which may be used by licensed board members to conduct comparative market analyses; and make such other use of the information as the brokerage and/or the real estate board deems appropriate in connection with the listing, marketing and selling of real estate. Section 8 of the OREA standard form buyer agency agreement (Form 300 – 01/2011)

8. USE AND DISTRIBUTION OF INFORMATION: The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or real estate board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

Paragraph within the OREA buyer customer service agreement (Form 310 – 01/2011): **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

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Frequently Asked Questions

Privacy Compliance Centre

REALTOR® Privacy Answers You Need to Know

REALTORS® must comply with new privacy rules effective January 1, 2004. The federal government has enacted the Personal Information Protection and Electronic Documents Act (PIPEDA) which establishes new rules to recognize the privacy rights of individuals with respect to the collection, use, disclosure and retention of their personal information. OREA has already developed a Frequently Asked Questions (FAQ) for REALTORS® which you will find in the privacy corner (under legal) in the Member section of www.orea.com. TREB provides some additional day-to-day REALTOR® privacy answers to questions you may have.

1. Can REALTORS still provide a Comparative Market Analysis (CMA) service to their clients or customers using listing and sale information from the Board's MLS system?

The "Use and Distribution of Information" clauses found in OREA Standard Form listing and buyer agency agreements allow real estate boards to post and retain MLS listing information, including historical MLS® data, on the MLS system (including sale or lease information). This information is for use by its Members as allowed for by these clauses and the MLS rules of the real estate board. The historical uses of information on the system are usually for comparative market analysis (CMA) and valuation purposes and that is why current and historical data is essential to the operation of the MLS® system.

The current OREA standard form listing agreement adopted by TREB provides:

USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Broker for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing property information to prospective buyers, brokers, salespersons and others who may assist in the sale of the Property; such other use of the seller's personal information as is consistent with listing and marketing of the Property. **The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Broker into the database(s) of the appropriate MLS® systems(s) and acknowledges that the MLS® database is the property of the board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the board(s) may:** distribute the information to any persons authorized to use such service which may include other brokers, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; **compile, retain and publish any statistics including historical MLS® data which may be used by licensed board members to conduct comparative market analyses;** and make such other use of the information as the board deems appropriate in connection with the listing, marketing and selling of real estate.

This would clearly provide the consent needed from the seller for Members to generate CMAs as an appropriate use in connection with the listing, marketing and selling/leasing of real estate. Providing clients and customers with an estimated value of the subject property of the CMA and the properties that the valuation was based on, without revealing the actual price for those properties is not in question.

Regarding the ability to provide clients and customers with an estimated value of the subject property of the CMA and the properties that the valuation was based on, including revealing the actual price for those properties is less settled at the current time. Although it cannot be said with absolute certainty given the lack of precedents or case law on the ultimate interpretation of many aspects of PIPEDA, a strong argument can be made that the words "conduct comparative market analyses" contained in the consent clause of the OREA standard form listing agreement can be interpreted broadly enough to include the essential part of "conducting a CMA", that is, providing that information to a prospective seller or prospective

buyer. **A CMA should be treated as a confidential document between the salesperson and the seller/prospective buyer. It should contain a written statement regarding a requirement for confidentiality and safekeeping of the document. Be mindful of providing a CMA to just anyone -- it should not be released to the general public.**

The issue of whether the consent of the buyer of the property was obtained or needed to be obtained is based on a three-pronged combination of arguments. First, the consent was provided in the appropriate clause contained in the OREA Standard Form Buyer Agency Agreement or Buyer Customer Service Agreement (see clause below); second, in using CMAs when buying their property through the MLS system, the buyer implicitly consents that their property information on the MLS system may also be used for similar CMA purposes; and thirdly, the sale price ultimately becomes publicly available information by appearing in a public registry.

The current OREA standard form buyer agency agreement adopted by TREB and the current OREA buyer customer service agreement provides:

USE AND DISTRIBUTION OF INFORMATION: The Buyer consents to the collection, use and disclosure of personal information by the Broker for such purposes that relate to the real estate services provided by the Broker to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Broker in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Broker may be retained and disclosed by the Broker and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes.

2. Can I disclose the sold price of any property to anyone?

Sold price after "closing" appears in a public registry, and is considered to fall within the definition of "publicly available" under the federal privacy legislation. However, the uses of this information must still be consistent with the reason it appears in the public registry → ie confirmation of ownership or sold price.

Otherwise, disclosure of sold price from the MLS system has to be consistent with the consent provided by the individual that can be identified with this information. You have to fall back on the "Use and Distribution of Information" clause in the Listing and Buyer Agency Agreements and the related MLS rules requiring that such consents be obtained for MLS listings. So, prior to closing, disclosure of the sold price to "anyone" has to be consistent with the listing, marketing and sale or lease of the property as allowed for in the "Use and Distribution of Information" provisions in the Listing Agreement or Buyer Agency Agreement. This could involve disclosure to other Realtors if consistent with these uses but not to the public or other customers and clients without independently obtaining consent from the seller for such a purpose.

3. Should our administrative assistants still be disclosing the "sold price" over the phone to other agents; should they know it at all; should they still be disclosing the condition (if sold conditionally) to other agents?

They should only know the "sold price" if they need to have it in order to perform tasks assigned to them. Those tasks should be consistent with the "Use and Distribution of Information" provisions in the Listing or Buyer Agency Agreement. They can disclose the condition if it is for a purpose covered by the "Use and Distribution of Information" consent.

4. Can Realtors distribute flyers or other advertising material to the public indicating sold price or photo or address of a recently sold property before or after closing date?

Sold price associated with an address or photo may easily be associated with a name making it personal information. The consent language in the "Use and Distribution of Information" clause in the MLS Listing and Buyer Agency Agreements authorizes the use and disclosure of price as it relates to the listing, marketing and sale or lease of the property. The consent language in these forms does not permit Members to use that information to market their services to others. The fact that such information may become "public information" i.e. following registration in a land registry does not alter this conclusion since the regulations to the federal privacy legislation is clear that the collection, use and disclosure of such registry information must relate directly to the purpose for which the information appears in the registry → ownership verification, notice of sale price. It is questionable as to whether this purpose relates directly to a purpose of marketing to others. Therefore, consent for such marketing purposes should be expressly obtained from the individual identified by such information before Realtors distribute flyers to the public indicating "sold" price and photo or address of a property.

Indicating that a property has sold (without any amount indicated) accompanied by a picture, becomes problematic if the identity of the owner can be discerned from the photo (i.e. the house is recognized as being owned by person X) because this would place it in the category of "personal information". To the extent that it is not personal information then the practice is permissible in relation to PIPEDA. However, since the question of whether the "photo plus address" is personal

information is dependent upon who is viewing the picture (i.e. who recognizes the property as belonging to Person X). We would caution that obtaining consent would be advisable since the use and disclosure of personal information without consent would violate PIPEDA.

In addition to PIPEDA concerns, REALTORS should be aware of a recent RECO CCD decision, posted on the RECO website on December 29, 2003, at http://www.reco.on.ca/ccd_discipline_Siu-Pilarski-ReMax.htm, in which the RECO discipline panel held that a registrant was in breach of Rules 1(2), 1(5), 10, 21, 46 of the RECO Code, for a number of advertising infractions, including "Advertising properties as sold without obtaining the written consent of the buyers to do so."

If you have not independently obtained consent from the individual(s) that are identifiable from the property information (by address or photo) and wish to distribute flyers or other advertising material indicating a property has sold, it may be best for you to aggregate the information. For example - "Recently sold 6 homes in this subdivision for an average price of \$300,000" OR "Recently sold 8 condos in this 3-building complex for an average price of \$200,000" OR "Recently sold 4 homes on this street for an average 97% of list price". The larger the number of properties referred to and the bigger the subject-area, the less likely is the possibility that the information could be linked to an identifiable individual.

The "sold" sign in front of a property communicates the fact that the property has been sold - a reasonable and logical purpose given a sign had been used to advertise the property for sale. People driving by the property would only see that information. Placing that "sold" information in a flyer would involve communicating/disclosing it to people who may not otherwise know about the property. Also the purpose of placing "sold" on a sign on a lawn is different from the purpose of placing it in a flyer.

5. Can I send out "Just Sold" cards or indicate "SOLD for x% of asking"?

Same as answer for Question 4 above.

6. Do I put an opt out provision on these cards (or flyers) if I send them out regularly?

It would be a good idea to do so.

7. Can Realtors use seller contact information from expired listings for marketing / prospecting uses to market to someone whose listing shows up as expired on the Board's MLS system?

In our view, the "Use and Distribution of Information" language found in the MLS Listing Agreement does not permit the use of such information for marketing / prospecting purposes. Unless there is a clear disclosure of this purpose in the listing agreement (or some other document) and the seller has given his or her informed consent to that use, the answer is no. Additional consent would be needed for such uses.

So you cannot use the information obtained from an expired listing on the board's MLS system to market to that person. The general rule is - you can't collect, use or disclose a person's personal information without their consent. When that seller signed the listing agreement to submit the now-expired listing to MLS he/she consented to the use of their personal information by the listing broker, cooperating brokers and by the board for certain specified purposes (see section 11 of the OREA standard form listing agreement - Standard Form #200). Those specified purposes and that consent do not include having other Members use that information in order to market their services to the seller.

CREA is cautioning that clauses allowing Realtors to contact sellers on expired listings might still be problematic. Not only must consent be obtained, but the use of the information collected must qualify as "reasonable" in terms of purposes for which the information was collected. The existence of a consent clause such as this in a listing agreement does not necessarily guarantee the consent will be valid. PIPEDA imposes a 2-pronged test. Not only must the consent of the individual be obtained, the use itself must be "reasonable" in terms of the purpose for which the information was collected. It is not clear whether obtaining the consent of the seller to be contacted by other REALTORS on the expiry of the listing would meet this test -- at least in the context of a listing agreement.

PIPEDA deals only with the personal information of individuals. If the seller is a corporate body or a partnership, the information is not "personal information" and no consent would be required.

8. What do I have to put on my website and do I have to put it on every page or just where they are signing up for information?

Placing your office privacy policy on your web site and then a link on each page to that privacy policy is recommended.

9. Would it be sufficient to link to the Company website which contains a privacy policy?

As long as it's clear that the concerned Realtor has adopted this privacy policy as his / her own.

10. What do I have to put on sign-in sheets at my Open Houses?

This all depends on the uses of the information collected on the sign-in sheet. Somewhere on the sheet, where the people attending the open house are writing their names, addresses and/or phone numbers, should be noted all of the purposes for which that personal information will be used and to whom that information will be disclosed - for example "To provide follow up material on this property and also general promotion material about the Listing Broker and the listing salesperson". There should be a place on the sheet where the people who are providing their names and addresses will be able to indicate that they don't want you to use their personal information for some or all of those purposes or they don't want you to disclose their personal information to some or all of the proposed recipients.

11. Can I still cold call from the phone book or from the reverse directory linked to TorontoMLS or from similar resources?

Yes, since this is "publicly available" information and you are simply using information to contact individuals. However, real estate brokers or representatives, including REALTORS®, making unsolicited telephone calls qualify as telemarketers. This doesn't mean that REALTORS® cannot contact consumers in other legal ways, such as direct mail. It means that if the consumer, private sellers included, puts their name and telephone information on the National Do Not Call List, you cannot contact them at that number (phone or fax) to sell them a product or your services or in any way solicit business, unless:

- the call is to a consumer who has an existing business relationship with your company, or
- the call is to a business consumer.

An existing business relationship, such as one between a consumer and a real estate brokerage, is defined in three ways:

- The consumer purchased or leased a product from the organization within the past 18 months;
- The consumer had a written contract (such as a Listing Agreement) with the organization that expired within the past 18 months;
- The consumer had made an inquiry with the organization within the past six months (for example the consumer called for a listing presentation).

12. Can I still door knock to solicit business from potential seller?

There is no collection, use or disclosure of personal information involved in the mere act of door knocking .

13. What wording should go on my regular mailings (or newsletters) to my client list?

This is a drafting issue specific to the business. It would be good business practice to include an opt-out provision (that they can return or contact number to call) should they wish to no longer receive your regular mailings. For e.g.

At xxxxx we respect your privacy. If you wish to be removed from our mailing list for this publication or have any questions about our collection, use or disclosure of personal information, you may contact us at ----- . Or, please check the box below and return to our attention at ADDRESS or email to EMAIL ADDRESS.

I wish to be taken off your mailing list for XXXXXXXXXXXXX

It would also be a good idea to do this with every mailing.

14. If the client asks for interest on their deposit, do I have to tell them where their money is being invested?

This is not a privacy (PIPEDA) question.

15. If our company is using their own Buyer's Contract (not OREA's) what wording should I use?

You can use wording from one of three sources that have such clauses specifically for Buyer's contracts: a) www.realtorlink.ca in the Privacy Toolkit section there is a document titled "privacy clauses" b) Clause #8 (Use and Distribution of Information) from the OREA Buyer Agency Agreement c) TorontoMLS in the privacy compliance corner under the CREA Privacy section there is a Realtor Privacy Toolkit pdf document where you can find clauses in the "Making Privacy Work" section.

16. What's TREB's position on "seller" requests to remove listings from the MLS system?

TREB's Rules and Regulations prohibit the deletion of MLS Listing information from TREB's MLS Online System unless TREB is notified in writing that the address shown on the MLS Listing Agreement is incorrect and/or the MLS Listing is invalid.

TREB requires its Member Realtors to advise and obtain the principal's (seller in this case) authorization that TREB may compile, retain and distribute the listing information and may compile, retain and publish any statistical analyses including historical MLS data based on such information. Our Realtor Members must also obtain the consent of their principals in order for TREB to collect, use and disclose the listing, sale/lease and purchase information regarding the property and the transaction on the MLS system and within TREB's MLS database.

When sellers sign the MLS Listing Agreement, they agree to allow this ongoing use of listing and sales information -- see the "Use and Distribution of Information" section of the MLS Listing Agreement. This section is a contractual obligation, which TREB considers a fundamental part of the MLS listing agreement. Removal of the MLS listing information would seriously and adversely impact the usefulness of MLS historical information. Such historical information is essential to the operation of the MLS system so Realtor Members can continue to provide comparative market analysis and valuations to customers and clients.

TREB takes its responsibilities with respect to personal information very seriously. However, the ability for individuals to withdraw their consent for the collection, use and disclosure of personal information is qualified. One of the provisions of Schedule 1 of the Personal Information Protection and Electronic Documents Act (PIPEDA) states:

"An individual may withdraw consent at any time, **subject to legal or contractual restrictions and reasonable notice**. The organization shall inform the individual of the implications of such withdrawal."

17. How does the privacy act (PIPEDA) prevent me from requesting a buyer's home address when offers are being considered?

The privacy act (PIPEDA) does not restrict you as a REALTOR® from requesting personal information about an individual, such as home address, as long as it for purposes that a reasonable person would consider appropriate in the circumstances. If the purpose is reasonable, then the collection of such information may occur provided the individual concerned provides his/her consent for its collection and use. Whether requesting a home address is reasonable will depend upon the circumstances of the transaction.

You must tell the individual concerned why you are requesting the information and how you will use it. If that person then provides the information, that act itself is sufficient to constitute consent.

However, under the privacy act, the individual may refuse to consent to the collection and use of their personal information. If the requested personal information (home address) is necessary to proceed with the transaction, then you would inform the person concerned of the consequences if the personal information is not provided. Those consequences could possibly include the fact that the seller may not be able to proceed with the transaction.

Where the individual concerned is not represented by a real estate broker or salesperson, then it would be reasonable to request that potential buyer's home address. It is also reasonable for a REALTOR®, when considering whether to represent an individual as a buyer's agent, to request a home address in order to "know your customer".

18. One of the questions registrants most commonly ask the Real Estate Council of Ontario (RECO) is about its position on advertising sold properties — often regarding the use of sold cards and the advertising of the price or terms of an agreement.

[Advertising Sold Properties \[pdf\]](#) | [Advertising of Sold Properties \[pdf\]](#)

Last updated: February 25, 2014

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Privacy Compliance Centre

REALTOR® Privacy Answers You Need to Know

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consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Broker into the database(s) of the appropriate MLS® systems(s) and acknowledges that the MLS® database is the property of the board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the board(s) may: distribute the information to any persons authorized to use such service which may include other brokers, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; **compile, retain and publish any statistics including historical MLS® data which may be used by licensed board members to conduct comparative market analyses;** and make such other use of the information as the board deems appropriate in connection with the listing, marketing and selling of real estate.

This would clearly provide the consent needed from the seller for Members to generate CMAs as an appropriate use in connection with the listing, marketing and selling/leasing of real estate. Providing clients and customers with an estimated value of the subject property of the CMA and the properties that the valuation was based on, without revealing the actual price for those properties is not in question.

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The issue of whether the consent of the buyer of the property was obtained or needed to be obtained is based on a three-pronged combination of arguments. First, the consent was provided in the appropriate clause contained in the OREA Standard Form Buyer Agency Agreement or Buyer Customer Service Agreement (see clause below); second, in using CMAs when buying their property through the MLS system, the buyer implicitly consents that their property information on the MLS system may also be used for similar CMA purposes; and thirdly, the sale price ultimately becomes publicly available information by appearing in a public registry.

The current OREA standard form buyer agency agreement adopted by TREB and the current OREA buyer customer service agreement provides:

USE AND DISTRIBUTION OF INFORMATION: The Buyer consents to the collection, use and disclosure of personal information by the Broker for such purposes that relate to the real estate services provided by the Broker to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc); and such other use of the Buyer's information as is consistent with the services provided by the Broker in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Broker may be retained and disclosed by the Broker and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes.

2. Can I disclose the sold price of any property to anyone?

Sold price after "closing" appears in a public registry, and is considered to fall within the definition of "publicly available" under the federal privacy legislation. However, the uses of this information must still be consistent with the reason it appears in the public registry i.e. confirmation of ownership or sold price.

Otherwise, disclosure of sold price from the MLS system has to be consistent with the consent provided by the individual that can be identified with this information. You have to fall back on the "Use and Distribution of Information" clause in the Listing and Buyer Agency Agreements and the related MLS rules requiring that such consents be obtained for MLS listings. So, prior to closing, disclosure of the sold price to "anyone" has to be consistent with the listing, marketing and sale or lease of the property as allowed for in the "Use and Distribution of Information" provisions in the Listing Agreement or Buyer Agency Agreement. This could involve disclosure to other REALTORS® if consistent with these uses but not to the public or other customers and clients without independently obtaining consent from the seller for such a purpose.

3. Should our administrative assistants still be disclosing the "sold price" over the phone to other agents; should they know it at all; should they still be disclosing the condition (if sold conditionally) to other agents?

They should only know the "sold price" if they need to have it in order to perform tasks assigned to them. Those tasks should be consistent with the "Use and Distribution of Information" provisions in the Listing or Buyer Agency Agreement. They can disclose the condition if it is for a purpose covered by the "Use and Distribution of Information" consent.

4. Can REALTORS® distribute flyers or other advertising material to the public indicating sold price or photo or address of a recently sold property before or after closing date?

Sold price associated with an address or photo may easily be associated with a name making it personal information. The consent language in the "Use and Distribution of Information" clause in the MLS Listing and Buyer Agency Agreements authorizes the use and disclosure of price as it relates to the listing, marketing and sale or lease of the property. The consent language in these forms does not permit Members to use that information to market their services to others. The fact that such information may become "public information" i.e. following registration in a land registry does not alter this conclusion since the regulations to the federal privacy legislation is clear that the collection, use and disclosure of such registry information must relate directly to the purpose for which the information appears in the registry - ownership verification, notice of sale price. It is questionable as to whether this purpose relates directly to a purpose of marketing to others. Therefore, consent for such marketing purposes should be expressly obtained from the individual identified by such information before REALTORS® distribute flyers to the public indicating "sold" price and photo or address of a property.

Indicating that a property has sold (without any amount indicated) accompanied by a picture, becomes problematic if the identity of the owner can be discerned from the photo (i.e. the house is recognized as being owned by person X) because this would place it in the category of "personal information". To the extent that it is not personal information then the practice is permissible in relation to PIPEDA. However, since the question of whether the "photo plus address" is personal information is dependent upon who is viewing the picture (i.e. who recognizes the property as belonging to Person X) we would caution that obtaining consent would be advisable since the use and disclosure of personal information without consent would violate PIPEDA.

In addition to PIPEDA concerns, REALTORS® should be aware of a recent RECO CCD decision, posted on the RECO website on December 29, 2003, at http://www.reco.on.ca/ccd_discipline_Siu-Pilarski-ReMax.htm, in which the RECO discipline panel held that a registrant was in breach of Rules 1(2), 1(5), 10, 21, 46 of the RECO Code, for a number of advertising infractions, including "Advertising properties as sold without obtaining the written consent of the buyers to do so."

If you have not independently obtained consent from the individual(s) that are identifiable from the property information (by address or photo) and wish to distribute flyers or other advertising material indicating a property has sold, it may be best for you to aggregate the information. For example, "Recently sold 6 homes in this subdivision for an average price of \$300,000" OR "Recently sold 8 condos in this 3-building complex for an average price of \$200,000" OR

"Recently sold 4 homes on this street for an average 97% of list price". The larger the number of properties referred to and the bigger the subject-area, the less likely is the possibility that the information could be linked to an identifiable individual.

The "sold" sign in front of a property communicates the fact that the property has been sold; a reasonable and logical purpose given a sign had been used to advertise the property for sale. People driving by the property would only see that information. Placing that "sold" information in a flyer would involve communicating/disclosing it to people who may not otherwise know about the property. Also the purpose of placing "sold" on a sign on a lawn is different from the purpose of placing it in a flyer.

5. Can I send out "Just Sold" cards or indicate "SOLD for x% of asking"?

Same as answer for Question 4 above.

6. Do I put an opt out provision on these cards (or flyers) if I send them out regularly?

It would be a good idea to do so.

7. Can REALTORS® use seller contact information from expired listings for marketing / prospecting uses ie to market to someone whose listing shows up as expired on the Board's MLS system?

In our view, the "Use and Distribution of Information" language found in the MLS Listing Agreement does not permit the use of such information for marketing / prospecting purposes. Unless there is a clear disclosure of this purpose in the listing agreement (or some other document) and the seller has given his or her informed consent to that use, the answer is no. Additional consent would be needed for such uses.

So you cannot use the information obtained from an expired listing on the board's MLS system to market to that person. The general rule is - you can't collect, use or disclose a person's personal information without their consent. When that seller signed the listing agreement to submit the now-expired listing to MLS he/she consented to the use of their personal information by the listing broker, cooperating brokers and by the board for certain specified purposes (see section 11 of the OREA standard form listing agreement - Standard Form #200). Those specified purposes and that consent do not include having other Members use that information in order to market their services to the seller.

CREA is cautioning that clauses allowing REALTORS® to contact sellers on expired listings might still be problematic. Not only must consent be obtained, but the use of the information collected must qualify as "reasonable" in terms of

purposes for which the information was collected. The existence of a consent clause such as this in a listing agreement does not necessarily guarantee the consent will be valid. PIPEDA imposes a 2-pronged test. Not only must the consent of the individual be obtained, the use itself must be "reasonable" in terms of the purpose for which the information was collected. It is not clear whether obtaining the consent of the seller to be contacted by other REALTORS® on the expiry of the listing would meet this test -- at least in the context of a listing agreement.

PIPEDA deals only with the personal information of individuals. If the seller is a corporate body or a partnership, the information is not "personal information" and no consent would be required.

8. What do I have to put on my website and do I have to put it on every page or just where they are signing up for information?

Placing your office privacy policy on your web site and then a link on each page to that privacy policy is recommended.

9. Would it be sufficient to link to the Company website which contains a privacy policy?

As long as it's clear that the concerned Realtor has adopted this privacy policy as his / her own.

10. What do I have to put on sign-in sheets at my Open Houses?

This all depends on the uses of the information collected on the sign-in sheet. Somewhere on the sheet, where the people attending the open house are writing their names, addresses and/or phone numbers, should be noted all of the purposes for which that personal information will be used and to whom that information will be disclosed; for example "To provide follow up material on this property and also general promotion material about the Listing Broker and the listing salesperson". There should be a place on the sheet where the people who are providing their names and addresses will be able to indicate that they don't want you to use their personal information for some or all of those purposes or they don't want you to disclose their personal information to some or all of the proposed recipients.

11. Can I still cold call from the phone book or from the reverse directory linked to TorontoMLS or from similar resources?

Yes, since this is "publicly available" information and you are simply using information to contact individuals. However, real estate brokers or representatives, including REALTORS®, making unsolicited telephone calls qualify as telemarketers. This doesn't mean that REALTORS® cannot contact

consumers in other legal ways, such as direct mail. It means that if the consumer, private sellers included, puts their name and telephone information on the National Do Not Call List, you cannot contact them at that number (phone or fax) to sell them a product or your services or in any way solicit business, unless:

- the call is to a consumer who has an existing business relationship with your company, or
- the call is to a business consumer.

An existing business relationship, such as one between a consumer and a real estate brokerage, is defined in three ways:

- The consumer purchased or leased a product from the organization within the past 18 months;
- The consumer had a written contract (such as a Listing Agreement) with the organization that expired within the past 18 months;
- The consumer had made an inquiry with the organization within the past six months (for example the consumer called for a listing presentation).

12. Can I still door knock to solicit business from potential seller?

There is no collection, use or disclosure of personal information involved in the mere act of door knocking.

13. What wording should go on my regular mailings (or newsletters) to my client list?

This is a drafting issue specific to the business. It would be good business practice to include an opt-out provision (that they can return or contact number to call) should they wish to no longer receive your regular mailings. For e.g.

At xxxxx we respect your privacy. If you wish to be removed from our mailing list for this publication or have any questions about our collection, use or disclosure of personal information, you may contact us at ----- . Or, please check the box below and return to our attention at ADDRESS or email to EMAIL ADDRESS.

I wish to be taken off your mailing list for XXXXXXXXXXXXXXX

It would also be a good idea to do this with every mailing.

14. If the client asks for interest on their deposit, do I have to tell them where their money is being invested?

This is not a privacy (PIPEDA) question.

15. If our company is using their own Buyer's Contract (not OREA's) what wording should I use?

You can use wording from one of three sources that have such clauses specifically for Buyer's contracts: a) www.realtorlink.ca in the Privacy Toolkit section there is a document titled "privacy clauses" b) Clause #8 (Use and Distribution of Information) from the OREA Buyer Agency Agreement c) TorontoMLS in the privacy compliance corner under the CREA Privacy section there is a REALTOR® Privacy Toolkit pdf document where you can find clauses in the "Making Privacy Work" section.

16. What's TREB's position on "seller" requests to remove listings from the MLS system?

TREB's Rules and Regulations prohibit the deletion of MLS Listing information from TREB's MLS Online System unless TREB is notified in writing that the address shown on the MLS Listing Agreement is incorrect and/or the MLS Listing is invalid.

TREB requires its Member REALTORS® to advise and obtain the principal's (seller in this case) authorization that TREB may compile, retain and distribute the listing information and may compile, retain and publish any statistical analyses including historical MLS data based on such information. Our Realtor Members must also obtain the consent of their principals in order for TREB to collect, use and disclose the listing, sale/lease and purchase information regarding the property and the transaction on the MLS system and within TREB's MLS database.

When sellers sign the MLS Listing Agreement, they agree to allow this ongoing use of listing and sales information -- see the "Use and Distribution of Information" section of the MLS Listing Agreement. This section is a contractual obligation, which TREB considers a fundamental part of the MLS listing agreement. Removal of the MLS listing information would seriously and adversely impact the usefulness of MLS historical information. Such historical information is essential to the operation of the MLS system so Realtor Members can continue to provide comparative market analysis and valuations to customers and clients.

TREB takes its responsibilities with respect to personal information very seriously. However, the ability for individuals to withdraw their consent for the collection, use and disclosure of personal information is qualified. One of the provisions of Schedule 1 of the Personal Information Protection and Electronic Documents Act (PIPEDA) states:

"An individual may withdraw consent at any time, **subject to legal or contractual restrictions and reasonable notice**. The organization shall inform

the individual of the implications of such withdrawal."

17. How does the privacy act (PIPEDA) prevent me from requesting a buyer's home address when offers are being considered?

The privacy act (PIPEDA) does not restrict you as a REALTOR® from requesting personal information about an individual, such as home address, as long as it for purposes that a reasonable person would consider appropriate in the circumstances. If the purpose is reasonable, then the collection of such information may occur provided the individual concerned provides his/her consent for its collection and use. Whether requesting a home address is reasonable will depend upon the circumstances of the transaction.

You must tell the individual concerned why you are requesting the information and how you will use it. If that person then provides the information, that act itself is sufficient to constitute consent.

However, under the privacy act, the individual may refuse to consent to the collection and use of their personal information. If the requested personal information (home address) is necessary to proceed with the transaction, then you would inform the person concerned of the consequences if the personal information is not provided. Those consequences could possibly include the fact that the seller may not be able to proceed with the transaction.

Where the individual concerned is not represented by a real estate broker or salesperson, then it would be reasonable to request that potential buyer's home address. It is also reasonable for a REALTOR®, when considering whether to represent an individual as a buyer's agent, to request a home address in order to "know your customer".

18. One of the questions registrants most commonly ask the Real Estate Council of Ontario (RECO) is about its position on advertising sold properties — often regarding the use of sold cards and the advertising of the price or terms of an agreement.

[Advertising Sold Properties \[pdf\]](#) | [Advertising of Sold Properties \[pdf\]](#)

Last Updated February 2014

**ADVERTISING OF SOLD PROPERTIES****ADVERTISING OF SOLD PROPERTIES**

Question registrants commonly ask RECO is about its position on advertising sold properties, the information permitted on sold cards and the advertising of the price or terms of an agreement. This arises more and more often since the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA) was implemented and registrants are concerned about complying with the Act. While RECO does not enforce the PIPEDA, we can answer in terms of how the Real Estate and Business Brokers Act 2002 (REBBA 2002) applies.

When using "sold" cards, the card's elements must comply with the REBBA 2002 and we refer you to the following sub-sections of s.36 Code:

(7) A registrant shall not include anything in an advertisement that could reasonably be used to identify a party to the acquisition or disposition of an interest in real estate unless the party has consented in writing.

(8) A registrant shall not include anything in an advertisement that could reasonably be used to identify specific real estate unless the owner of the real estate has consented in writing.

(9) A registrant shall not include anything in an advertisement that could reasonably be used to determine any of the contents of an agreement that deals with the conveyance of an interest in real estate, including any provision of the agreement relating to the price, unless the parties to the agreement have consented in writing.

It is therefore clear that written consent is required in addition to the registrant identification that is required in all advertising.

Determining whose consent to seek, buyer or seller, depends on the timing of the distribution of the sold card and the party (brokerage representing the buyer or brokerage representing the seller) who is sending the sold cards.

Registrants must also keep in mind s.7 Code:

7. (1) A registrant who knows or ought to know that a person is a client of another registrant shall communicate information to the person for the purpose of a trade in real estate only through the other registrant, unless the other registrant has consented in writing.

(2) If a broker or salesperson knows or ought to know that a buyer or seller is a party to an agreement in connection with a trade in real estate with a brokerage other than the brokerage that employs the broker or salesperson, the broker or salesperson shall not induce the buyer or seller to break the agreement.

Please also remember that all advertising is by the brokerage and a salesperson or broker shall not do anything that causes the brokerage to contravene the REBBA 2002 (s.2 Code).

2. (1) A broker or salesperson shall not do or omit to do anything that causes the brokerage that employs the broker or salesperson to contravene this Regulation.

RECO provides the following general guidelines for sending sold cards:

SCENARIO 1:

Property sold, transaction not completed, brokerage representing the seller wishes to send a sold card.

- Consent of the seller is required.

SCENARIO 2:

Property sold, transaction completed, brokerage representing the seller wishes to send a sold card.

- Consent of the buyer (new owner) is required. If the buyer is not a client/customer of the brokerage representing the seller, s.7 Code would require the brokerage representing the seller to communicate through the brokerage representing the buyer to obtain permission from the buyer.

SCENARIO 3:

Property sold, transaction not completed, brokerage representing the buyer wishes to send a sold card.

- Consent of the seller and buyer is required. If the seller is not a client/customer of the brokerage representing the buyer, s.7 Code would require the brokerage representing the buyer to communicate through the brokerage representing the seller to obtain permission from the seller.

SCENARIO 4:

Property sold, transaction completed, brokerage representing the buyer wishes to send a sold card.

- The consent of the buyer (new owner) is required.

In terms of advertising or publishing the price or terms of an agreement, the consent of the buyer and/or seller is required depending on the stage of the subject transaction. RECO provides the following guidelines:

SCENARIO 5:

Property sold, transaction not completed, brokerage representing the seller wishes to advertise price and/or terms of the agreement.

- The consent of the seller and buyer are required. If the buyer is not a client/customer of the brokerage representing the seller, s.7 Code would require the brokerage representing the seller to communicate through the brokerage representing the buyer to obtain permission from the buyer.

SCENARIO 6:

Property sold, transaction completed, brokerage representing the seller wishes to advertise price and/or terms of the agreement.

- The consent of the buyer (new owner) is required. If the buyer is not a client/customer of the brokerage representing the seller, s.7 Code would require the brokerage representing the seller to communicate through the brokerage representing the buyer to obtain permission from the buyer.

SCENARIO 7:

Property sold, transaction not completed, brokerage representing the buyer wishes to advertise price and/or terms of the agreement.

- The consent of the seller and buyer are required. If the seller is not a client/customer of the brokerage representing the buyer, s.7 Code would require the brokerage representing the buyer to communicate through the brokerage representing the seller to obtain permission from the seller.

SCENARIO 8:

Property sold, transaction completed, brokerage representing the buyer wishes to advertise price and/or terms of the agreement.

- The consent of the buyer (new owner) is required.

Although TREB endeavours to ensure the accuracy and timeliness of information, it is not guaranteed. TREB accepts no responsibility for any loss arising from any use or reliance on the information contained herein.

EXHIBIT

X.1

**Office of the
Privacy Commissioner
of Canada**

112 Kent Street
Ottawa, Ontario
K1A 1H3
Tel.: (613) 995-8210
Fax: (613) 947-6850
1-800-282-1376
www.privcom.gc.ca

**Commissariat
à la protection de
la vie privée du Canada**

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SEP 21 2012

Will Stewart
Managing Principal
Navigator Limited
8 Wellington Street East
British Colonial Building
Toronto, On M5E 1C5

Dear Mr. Stewart,

Thank you for your e-mail communication with the Office of the Privacy Commissioner, dated August 27, 2012. You had requested that we review a frequently asked questions (FAQ) document that you had forwarded to Marie-Michelle Caux, a Communications Officer in our Office. This FAQ document was prepared by your client, the Toronto Real Estate Board (TREB), and pertained to privacy practices.

The OPC is committed to promoting public awareness and understanding of privacy issues. We are encouraged by TREB's efforts in promoting privacy awareness and compliance amongst its members.

As I'm sure you can understand, the OPC cannot provide advance rulings regarding the statutes that it enforces, such as the *Personal Information Protection and Electronic Documents Act* (PIPEDA). We are unable to comment on the accuracy of interpretations of the Act by external parties, as doing so could impact the outcome of potential complaints forwarded to the OPC. We appreciate your understanding in this matter and suggest that TREB consult legal counsel regarding the interpretation of PIPEDA.

Thank you again for your efforts in promoting privacy awareness and compliance amongst your members.

Sincerely,

Kevin Chan
Director, Policy, Parliamentary Affairs
and Research

Subject: Privacy Commissioner

Date: Wednesday, October 3, 2012 at 9:28:43 AM Eastern Daylight Time

From: Will Stewart

To: Von Palmer

Von-

I received a letter in my mailbox today at that office dated September 21st, 2012 from the Office of the Privacy Commissioner of Canada in reply to my email on the FAQ document.

I will have it faxed to your attention today. In short, it is a non-answer with no commentary. They simply say they are unable to comment and that you should consult legal counsel for interpretations.

Will

The logo for Navigator Limited, featuring the word "NAVIGATOR" in white, uppercase, sans-serif font centered within a black rectangular background.

Will Stewart

Managing Principal

Navigator Limited

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EXHIBIT

Y



Listing Agreement Authority to Offer for Sale



Form 200a for use in the Province of Ontario



EXCLUSIVE

This is a Multiple Listing Service® Agreement

OR Exclusive Listing Agreement

(Seller's Initials)

(Seller's Initials)

BETWEEN:

BROKERAGE:

(the "Listing Brokerage") Tel.No. (...)

SELLER(S): (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as

(the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent,

commencing at 12:01 a.m. on the ... day of ... 20...

until 11:59 p.m. on the ... day of ... 20... (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if a MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act (2002), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. }

(Seller's Initials)

to offer the property for sale at a price of:

Dollars (CDN\$).....

Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.

- 1. DEFINITIONS AND INTERPRETATIONS; For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.
2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of ...% of the sale price of the Property or ... for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within ... days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. All amounts set out as commission are to be paid plus applicable taxes on such commission.
3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of ...% of the sale price of the Property or ... (indicate any incentive or +/- adjustment) out of the commission the Seller pays the Listing Brokerage.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

4. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
5. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
6. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
7. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
8. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
9. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the Seller's spouse has executed the consent hereinafter provided.
10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 



database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless, the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the pasting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may, during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling: Does Does Not consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 12. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
13. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
14. ELECTRONIC COMMUNICATION: This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
15. SCHEDULE(S):and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

[Authorized to bind the Listing Brokerage] DATE..... [Name of Person Signing]

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

[Signature of Seller] DATE..... [Tel. No.]
[Signature of Seller] DATE.....

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees that he/she will execute all necessary or incidental documents to further any transaction provided for herein.

[Spouse] DATE.....

DECLARATION OF INSURANCE
The broker/salesperson..... (Name of Broker/Salesperson)
hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.
[Signature(s) of Broker/Salesperson]

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the day of, 20

[Signature of Seller] Date:.....
[Signature of Seller] Date:.....



Buyer Representation Agreement
Authority for Purchase or Lease



Form 300 for use in the Province of Ontario

This is an Exclusive Buyer Representation Agreement

BETWEEN:

BROKERAGE:..... Tel.No. (.....)

ADDRESS:.....

..... Fax.No. (.....)

hereinafter referred to as the Brokerage.

AND:

BUYER(S):..... hereinafter referred to as the Buyer,

ADDRESS:.....
Street Number Street Name

MUNICIPALITY:..... POSTAL CODE:.....

The Buyer hereby gives the Brokerage the exclusive and irrevocable authority to act as the Buyer's agent

commencing at..... a.m./p.m. on the..... day of....., 20.....,

and expiring at 11:59 p.m. on the..... day of....., 20..... (Expiry Date),

{ Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002), if the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials. }

[Buyer's Initials]

for the purpose of locating a real property meeting the following general description:

Property Type (Use):.....

Geographic Location:.....

The Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

- 1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Buyer Representation Agreement ("Authority" or "Agreement"), "Buyer" includes purchaser and tenant, a "seller" includes a vendor, a landlord or a prospective seller, vendor or landlord and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, Buyer shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the property.
2. COMMISSION: In consideration of the Brokerage undertaking to assist the Buyer, the Buyer agrees to pay commission to the Brokerage as follows: If, during the currency of this Agreement, the Buyer enters into an agreement to purchase or lease a real property of the general description indicated above, the Buyer agrees the Brokerage is entitled to receive and retain any commission offered by a listing brokerage or by the seller. The Buyer understands that the amount of commission offered by a listing brokerage or by the seller may be greater or less than the commission stated below. The Buyer understands that the Brokerage will inform the Buyer of the amount of commission to be paid to the Brokerage by the listing brokerage or the seller at the earliest practical opportunity. The Buyer acknowledges that the payment of any commission by the listing brokerage or the seller will not make the Brokerage either the agent or sub-agent of the listing brokerage or the seller.

INITIALS OF BROKERAGE:

[Empty oval for Brokerage initials]

INITIALS OF BUYER(S):

[Empty oval for Buyer initials]



If, during the currency of this Agreement, the Buyer enters into an agreement to purchase any property of the general description indicated above, the Buyer agrees that the Brokerage is entitled to be paid a commission of.....% of the sale price of the property

or

or for a lease, a commission of

The Buyer agrees to pay directly to the Brokerage any deficiency between this amount and the amount, if any, to be paid to the Brokerage by a listing brokerage or by the seller. The Buyer understands that if the Brokerage is not to be paid any commission by a listing brokerage or by the seller, the Buyer will pay the Brokerage the full amount of commission indicated above.

The Buyer agrees to pay the Brokerage such commission if the Buyer enters into an agreement withindays after the expiration of this Agreement (Holdover Period) to purchase or lease any real property shown or introduced to the Buyer from any source whatsoever during the term of this Agreement, provided, however, that if the Buyer enters into a new buyer representation agreement with another registered real estate brokerage after the expiration of this Agreement, the Buyer's liability to pay commission to the Brokerage shall be reduced by the amount paid to the other brokerage under the new agreement.

The Buyer agrees to pay such commission as described above even if a transaction contemplated by an agreement to purchase or lease agreed to or accepted by the Buyer or anyone on the Buyer's behalf is not completed, if such non-completion is owing or attributable to the Buyer's default or neglect. Said commission, plus any applicable taxes, shall be payable on the date set for completion of the purchase of the property or, in the case of a lease or tenancy, the earlier of the date of occupancy by the tenant or the date set for commencement of the lease or tenancy. All amounts set out as commission are to be paid plus applicable taxes on such commission.

This Agreement applies for the purchase or lease of one real property. Notwithstanding the foregoing, in the event that the Buyer leases a property, this agreement remains in force as set out herein for the purchase of the leased property or a property of the general description indicated above. The leasing of a property by the Buyer does not terminate this Agreement with respect to the purchase of a property.

3. REPRESENTATION: The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Brokerage shall assist the Buyer in locating a real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase or lease such a property.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer. The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer. The Buyer further acknowledges that the Brokerage may be entering into buyer representation agreements with other buyers who may be interested in the same or similar properties that the Buyer may be interested in buying or leasing and the Buyer hereby consents to the Brokerage entering into buyer representation agreements with other buyers who may be interested in the same or similar properties without any claim by the Buyer of conflict of interest. The Buyer hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase or lease a property negotiated by the Brokerage.

MULTIPLE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into listing agreements with sellers of properties the Buyer may be interested in buying or leasing. In the event that the Brokerage has entered into or enters into a listing agreement with the seller of a property the Buyer may be interested in buying or leasing, the Brokerage will obtain the Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase or lease being submitted or presented.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and the seller in the transaction. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Buyer further understands and acknowledges that the Brokerage shall not disclose:

- that the seller may or will accept less than the listed price, unless otherwise instructed in writing by the seller;
- that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- the motivation of or personal information about the Buyer or seller, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the Buyer should offer or the price the seller should accept; and
- the Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Brokerage concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

4. REFERRAL OF PROPERTIES: The Buyer agrees that during the currency of this Buyer Representation Agreement the Buyer will act in good faith and work exclusively with the Brokerage for the purchase or lease of a real property of the general description indicated above. The Buyer agrees that, during the currency of this Agreement, the Buyer shall advise the Brokerage immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever, and all offers to purchase or lease submitted by the Buyer shall be submitted through the Brokerage to the seller. If the Buyer arranges a valid agreement to purchase or lease any property of the general description indicated above that came to the attention of the Buyer during the currency of this Agreement and the Buyer arranges said agreement during the currency of this Agreement or within the Holdover Period after expiration of this Agreement, the Buyer agrees to pay the Brokerage the amount of commission set out above in Paragraph 2 of this Agreement, payable within (5) days following the Brokerage's written demand therefor.

5. INDEMNIFICATION: The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage and representatives of the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.

INITIALS OF BROKERAGE: 

INITIALS OF BUYER(S): 



- 6. **FINDERS FEE:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Buyer consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 7. **CONSUMER REPORTS:** The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.
- 8. **USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc.); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.
 The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.
 The Buyer acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.
- 9. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 10. **ELECTRONIC COMMUNICATION:** This Buyer Representation Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.
- 11. **SCHEDULE(S):**..... attached hereto form(s) part of this Agreement.

THE BROKERAGE AGREES TO REPRESENT THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ON TERMS SATISFACTORY TO THE BUYER.

..... DATE.....
(Authorized to bind the Brokerage) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

..... DATE.....
(Signature of Buyer) (Seal) (Tel. No.)

..... DATE.....
(Signature of Buyer) (Seal)

DECLARATION OF INSURANCE

The broker/salesperson.....
(Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

.....
(Signature(s) of Broker/Salesperson)

ACKNOWLEDGEMENT

The Buyer(s) hereby acknowledge that the Buyer(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the day of, 20

..... Date:.....
(Signature of Buyer)

..... Date:.....
(Signature of Buyer)

EXHIBIT

Y.1



President: February 4, 2015

Paul Etherington

Notice to All TREB Brokers of Record/Managers

President Elect:

Dear Sir/Madam:

Mark McLean

RE: UNAUTHORIZED USE OF TREB MLS® SYSTEM DATA

Past President:

Dianne Usher

We are writing this letter to you as a reminder to your Brokerage that the collection, use, maintenance, distribution and disclosure of data in whatever form from the TREB MLS® System by TREB Members is subject to restrictions imposed by the Member's contract with TREB (the Authorized User Agreement), by the RECO Code of Ethics, as well as various privacy laws including the *Federal Personal Information Protection and Electronic Documents Act* ("PIPEDA").

Directors:

Gurcharan (Garry) Bhaura

Larry Corqua

Michael Collins

Karen Gerrard

Don Kottick

John D.K. Lusink

Michelle Makos

Rosalind Menary

Donald Patterson

Shirley Porter

Sandra Rinomato

Joseph C.W. Shum

Tim Syranos

Specifically, the collection, use, distribution, disclosure and maintenance of data in whatever form from the TREB MLS® System are governed by a number of agreements, including the Authorized User Agreement. This Agreement imposes a strict obligation on TREB Members as "authorized users", among other obligations, to comply with all applicable privacy legislation in the use of the data by your brokers and salespersons, and to ensure that the database is only used for your "exclusive and internal use." Any use of the data in whatever form by your brokers and salespeople from the TREB MLS® System other than for "exclusive and internal use" is a breach of the Authorized User Agreement.

In addition, your website must comply with various privacy laws including the *Federal Personal Information Protection and Electronic Documents Act* ("PIPEDA").

Chief Executive Officer

John DiMichele

The Privacy Commissioner of Canada, in case no. 2009-002, determined that a realtor who advertised the purchase price of a condominium in a trade publication without a buyer's consent had violated the privacy of the complainant, as the purchase price is "personal information" within the definition of PIPEDA and the complainant had not consented to this disclosure of her information. Therefore, any disclosure of the purchase price of a property on a website without all appropriate consents is a violation of PIPEDA.



Also, section 36(9) of the Code of Ethics of the Real Estate Council of Ontario ("RECO"), provides that,

1400 Don Mills Road
Toronto, Ontario
Canada
M3B 3N1
Tel: (416) 443-8100
Fax: (416) 443-0797

A registrant shall not include anything in an advertisement that could reasonably be used to determine any of the contents of an agreement that deals with the conveyance of an interest in real estate, including any provision of the agreement relating to price, unless the parties to the agreement have consented in writing.

Therefore, any collection, use, distribution or disclosure of the contents of an agreement for the conveyance of an interest in real estate, including price, on a website is advertising (according to RECO Code of Ethics) and is a violation of the RECO Code of Ethics.

Members are reminded that any unauthorized use of data contained on the TREB MLS[®] System, including the use, distribution and/or display of sold data in whatever form and on the internet without all appropriate consents is in violation of your contractual obligations described above, in violation of applicable privacy laws and the RECO Code of Ethics.

Any Member who is found to be in violation of such obligations may have access to the TREB MLS[®] System suspended or terminated immediately and without further notice.

Regards,

A handwritten signature in black ink, appearing to read "John DiMichele". The signature is stylized and somewhat cursive, with a large loop at the beginning and a long tail extending to the right.

John DiMichele, Chief Executive Officer
Toronto Real Estate Board

EXHIBIT

PP



TREB VOW DATAFEED AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS TREB VOW DATAFEED AGREEMENT CAREFULLY BEFORE INDICATING YOUR ACCEPTANCE BY SIGNING BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SIGN THIS AGREEMENT, IN WHICH CASE YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE VOW DATAFEED OR SERVICES PROVIDED PURSUANT HERETO.

This Agreement is made and entered into by and between the Toronto Real Estate Board ("TREB"), and _____ the Brokerage, its individual Salesperson or Broker whose name and contact information appear on the Signature Page of this Agreement designated "Member Information and Signature" ("Member"), and if applicable, _____ the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated "Affiliated VOW Partner Information and Signature" ("AVP").

ARTICLE 1 VOW POLICY AND RULES

- 1.1 VOW Policy and Rules. Member and AVP hereby acknowledge that they each have a copy of the VOW Policy and Rules (as defined below) and agree to be bound by and comply with the VOW Policy and Rules.
- (a) The VOW Policy and Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the VOW Policy and Rules will govern.
 - (b) TREB may modify the VOW Policy and Rules at any time, in its sole discretion. Member and AVP shall obtain a copy of any modification of the VOW Policy and Rules, and Member and AVP shall comply with such modification not later than five (5) business days after such modification.

ARTICLE 2 GENERAL

- 2.1 In addition to the TREB VOW Policy and Rules, this Agreement sets out the requirements for the orderly and efficient operation of Member's Virtual Office Website(s) (as defined below).
- 2.2 This Agreement should be read in conjunction with TREB VOW Policy and Rules.
- 2.3 By using the VOW Datafeed or any part thereof, Member and AVP agree to, and must comply with, this Agreement and the VOW Policy and Rules.
- 2.4 Member and its Brokerage are fully responsible for all access to and use of the VOW Datafeed and any part thereof.

ARTICLE 3 DEFINITIONS

3.1 Any capitalized term used herein shall have the same meaning as contained in the MLS[®] Rules and Policies, unless otherwise expressly defined in this Agreement.

3.2 The following terms shall have the meanings set forth below:

“Affiliated VOW Partner” or **“AVP”** refers to an entity or person designated by a Member to operate a VOW on behalf of the Member, subject to the Member’s supervision, accountability and compliance with the VOW Policy and Rules. No AVP has independent participation rights in the TREB MLS[®] System by virtue of its right to receive information on behalf of a Member. No AVP has the right to use Listing Information except such Listing Information used in connection with operation of a VOW on behalf of one or more Members. Access by an AVP to any such Listing Information is derivative of the rights of the Member on whose behalf the AVP operates a VOW.

“Agreement” or **“TREB VOW Datafeed Agreement”** means this agreement, including any preamble and schedules, as amended, restated or replaced by TREB from time to time.

“Broker” means an individual who is registered as a broker, in good standing, under REBBA and who is employed, appointed or duly authorized to trade in real estate by a Brokerage.

“Brokerage” means a sole proprietor, partnership or corporation registered under REBBA as a brokerage and which is a Member of TREB.

“Confidential Information” has the meaning set out at Article 8 herein.

“Consumer(s)” means consumer(s) with whom a Member has first established a lawful broker-consumer relationship, including, where necessary, completion of any actions required by provincial and/or federal law in connection with providing real estate brokerage services to clients and customers.

“Effective Date” shall be the date set out by the parties at the signature section of this Agreement.

“Fees” shall have the meaning set out at Article 4 of this Agreement.

“Listing Information” or **“MLS[®] data”** shall mean all, or any part of information that is contained in a Listing uploaded on the TREB MLS[®] System and maintained in the TREB MLS[®] database regarding the Listing(s) of Members, and any subsequent additions or changes to that information, including current information about the property.

“Member” shall have the meaning designated in Article 2 of the By-laws and shall also include a Member’s brokers and salespersons.

“MLS[®] Database” means the compilation, collection, aggregation and storage of all, or any part of, the information, comments, opinions, statements, advice,

descriptions, services, offers, data, files, links, ideas, images, graphics, audio clips, video clips, icons, or any other form of content or information, as well as its selection, assembly and arrangement, as may be amended from time to time, and any associated software, which form a part of TREB's MLS[®] System, and any successor or replacement service thereto.

"MLS[®] Rules and Policies" means the rules and policies enacted by TREB, as may be amended, restated or replaced from time to time, by TREB in its sole discretion, which govern, among other things, the operation and use of TREB's MLS[®] System.

"Participating VOW Member" means a Member that: (i) operates a VOW for the sole purpose of allowing Consumers that have a *bona fide* interest in the purchase, sale, or lease of real estate, of the type being offered through the Member's VOW, to view the Member's VOW; and (ii) executes an agreement in the form of this TREB VOW Datafeed Agreement.

"Personal Information" shall have the meaning set out in the *Personal Information Protection and Electronic Documents Act* S.C. 2000, c. 5, as such legislation may be amended from time to time.

"Purpose" means to permit a Member to display on the Member's VOW given Listing Information which is transmitted through a VOW Datafeed to the Member for the sole purpose of use by Consumers that have a *bona fide* interest in the purchase, sale, or lease of real estate of the type being offered through the Member's VOW.

"REBBA" means the *Real Estate and Business Brokers Act*, 2002 S.O. 2002, c. 30 and the regulations thereunder, as such legislation may be amended from time to time.

"Salesperson" means an individual who is registered as a salesperson, in good standing, under REBBA and who is employed, appointed or duly authorized to trade in real estate by a Brokerage.

"Services" shall have the meaning set out in Article 4 of this Agreement.

"TREB Intellectual Property" shall have the meaning set out at Article 7 of this Agreement.

"URL(s)" means the uniform resource locator(s) specifying the internet address of the VOW(s) maintained and operated by a Member or by an AVP on behalf of the Member.

"Virtual Office Website" or **"VOW"** refers to any one (1) or more (subject to a maximum of three (3)) secure password-protected internet website(s), or a feature of any such internet website(s), maintained and operated by a Member or by an AVP on behalf of the Member, through which the Member is capable of providing real estate brokerage services to Consumers for the Purpose, subject to the Member's oversight, supervision, and accountability, and in accordance with the VOW Policy and Rules, the URL(s) for which website(s) have been disclosed by

the Member to TREB using a Member VOW Information and Brokerage Approval Form in the form attached hereto as Schedule B or a VOW URL Change/Update Form in the form attached hereto as Schedule F.

“**VOW Datafeed**” means an electronic transmission of data from TREB to Member or AVP, which data consists of such Listing Information that TREB has agreed, pursuant to this Agreement, to provide to Member or AVP, as applicable, from time to time in its sole discretion, which information transmitted will, at all times, be subject to the VOW Policy and Rules and this Agreement.

“**VOW Policy and Rules**” refers to that part of the MLS[®] Rules and Policies governing VOWs.

ARTICLE 4 SERVICES, LICENSE AND FEES

- 4.1 Services and License. Subject to the terms and conditions of this Agreement and the VOW Policy and Rules, TREB will provide to Member or AVP, if operating Member’s VOW(s) on behalf of Member, a VOW Datafeed to Member or AVP, solely and exclusively for the Purpose (“**Services**”). Subject to the terms and conditions of this Agreement, TREB hereby grants to Member and AVP, if operating Member’s VOW(s) on behalf of Member, a non-exclusive, non-transferable, non-sublicensable, revocable limited license to use such Listing Information as may be provided to Member or AVP through the VOW Datafeed solely and exclusively for the Purpose.
- 4.2 Fees and Payment. In consideration for the Services and rights granted under this Agreement, Member agrees to pay to TREB the non-refundable license fees and other fees (if any) described at Schedule A attached to this Agreement (the “**Fees**”), as may be amended by TREB from time to time. The Fees shall be due and payable as provided at Schedule A attached hereto.
- 4.3 Payment Default. In the event that Member is late or otherwise fails to pay any such payment due hereunder, Member shall be liable to TREB for such amounts until paid and Member shall pay interest at the rate of 1.25% per month on all outstanding amounts from the date the amount was due until the full amount is received by TREB. Member shall also reimburse TREB for all expenses and costs incurred by TREB for collection of unpaid amounts, including, without limitation, legal fees and costs. TREB is entitled to receive the amounts provided under this Agreement in addition to any other rights or remedies available to TREB with respect to Member and/or AVP’s breach of any obligation under this Agreement.
- 4.4 Own Expenses and Costs. Member and AVP shall each be responsible for its own expenses and costs under this Agreement, and TREB shall have no obligation whatsoever to reimburse AVP or Member for any expenses or costs incurred by AVP or Member in the exercise of Member’s or AVP’s rights or in the performance of Member’s and AVP’s duties under this Agreement.

ARTICLE 5 VOW DATAFEED, MONITOR, SECURITY AND AUDIT

- 5.1 Means of Receiving VOW Datafeed. Receipt by Member or AVP of the VOW Datafeed shall be exclusively by the means, including the format and method of delivery, designated by TREB from time to time. TREB may, in its sole discretion and at any time, change the means and nature of delivery of VOW Datafeed to Member or AVP. TREB will endeavour to provide reasonable notice to Member and AVP (if applicable), but is not obligated to do so.
- 5.2 TREB Monitoring Rights and Access to Member's VOW(s). Member shall, at all times, make Member's VOW(s) readily accessible to TREB and Participating VOW Members for purposes of verifying compliance with the VOW Policy and Rules and this Agreement. Without limiting the generality of the foregoing, for security, monitoring and network maintenance purposes, and the like, at any time, TREB and Participating VOW Members are authorized, but not obligated, to monitor and access applications and systems, monitor network traffic and usage, and to obtain full access to Member's VOW(s) and systems to ensure that any information transmitted through a VOW Datafeed is displayed on Member's VOW(s) in accordance with this Agreement and with the VOW Policy and Rules. Member and AVP agree to render reasonable assistance and cooperation to TREB if so requested in connection with any of the foregoing.
- 5.3 Interruption, etc. of VOW Datafeed. TREB shall not be obligated to make any changes to TREB server(s), including any software running on TREB server(s), the configuration, applicable protocols, or any other aspect of TREB server(s) for any reason. Member and AVP acknowledge that TREB's MLS[®] System, or the receipt of the VOW Datafeed may, from time to time, be unavailable to Member or AVP for any reason, including without limitation, whether because of technical failures or interruptions, hardware malfunctions, software malfunctions, upgrades, intentional downtime for service, or changes to TREB server(s), causes beyond the reasonable control of TREB and/or not reasonably foreseeable by TREB, or otherwise. Member and AVP agree that any modification of TREB server(s), any interruption, delay, omission, or unavailability of the VOW Datafeed, the Services, or receipt of, or display of VOW Datafeed shall not constitute a default under this Agreement. TREB shall not, in any way be responsible for any such interruption or prevention of receipt of and/or display of the VOW Datafeed and/or Services and TREB shall have no liability of any nature to Member or AVP for, and Member and AVP waive all claims arising out of, any of the foregoing, or otherwise.
- 5.4 Member and AVP Security and Audit. Member and AVP shall utilize appropriate security protection measures, such as firewalls and shall maintain an audit trail of Consumers' activity on Member's VOW(s) and through any AVP server and make that information available to TREB, if TREB has determined in its sole discretion that any of Member's VOW(s) or AVP server has been the cause of, or permitted a breach in, the security of TREB's MLS[®] System, Listing Information or VOW Datafeed or a violation of any VOW Policy or Rules.
- 5.5 Use of Internet. Member and AVP acknowledge that there are certain security, corruption, transmission errors, and access availability risks associated with using open networks such as the internet and Member and AVP hereby expressly assume

all such risks. TREB shall not be responsible for any failure in providing the VOW Datafeed and/or use or access of Listing Information due to malfunction or loss of Member or AVP system or internet service providers or from the malfunction or failure of hardware, software or services used by Member or AVP.

- 5.6 Member and AVP Software and Hardware. Each of Member and AVP is solely responsible, at its expense, for acquiring, providing, servicing, updating, maintaining, and ensuring the compatibility with, all the software, hardware and communication services owned or operated by it, in order to ensure access to the VOW Datafeed in accordance with the terms herein.
- 5.7 Notification. Member and AVP shall each promptly notify TREB if either becomes aware of any error, bug, or security breach, or any unauthorized use, reproduction or distribution of any VOW Datafeed. Subject to the foregoing, Member and AVP shall each maintain all such information in confidence in accordance with the confidentiality provisions herein.
- 5.8 Liability for Use of VOW Datafeed. Member is responsible for any liability or loss of goodwill associated with problems of data integrity, accuracy or timeliness arising from Member's use, either directly, or indirectly through AVP, of TREB's MLS[®] System, Listing Information, and/or any information transmitted through a VOW Datafeed.

ARTICLE 6 CONDITIONS AND RESTRICTIONS ON USE

- 6.1 Compliance. In using the Listing Information or any part thereof, Member and AVP must comply with the terms and conditions of this Agreement and all of the VOW Policy and Rules.
- 6.2 Restrictions. Except as expressly set forth in this Agreement, Member and AVP shall not, and shall not facilitate, cause, assist or allow any person or third party to, directly or indirectly, do under any circumstances whatsoever, any unauthorized activity, including without limitation any of the following:
- (a) access or use any information transmitted through a VOW Datafeed in a manner that is contrary to or in violation of this Agreement, the VOW Policy and Rules or applicable laws or regulations and/or for any purpose other than as permitted herein. Without limiting the generality of the foregoing, except as permitted herein, Member and AVP shall not use any information transmitted through a VOW Datafeed in connection with any website (other than display on Member's VOW(s)), wireless device, other electronic or digital devices, or any other means, or internet posting, advertising, unsolicited products or services, promotional material or any other display, distribution, publication or republication to the public or any group or third party;
 - (b) assist, allow or permit any person or entity to gain access to or use any information transmitted through a VOW Datafeed by or through Member or AVP, or access or use any such information to provide service bureau,

- hosting or time-sharing services or to support the operations of any other person or entity;
- (c) use or attempt to use another Participating VOW Member's or another AVP's password, access code, or other access information, to gain access to or use of the VOW Datafeed;
 - (d) fail to maintain reasonable security precautions to protect its password, or other access information from unauthorized access, use or disclosure, fail to maintain reasonable security precautions to prevent scraping, data mining, data piracy and other unauthorized access, use and/or exploitation of any information transmitted through a VOW Datafeed, including failing to monitor its VOW(s) for indications that any such information is being scraped, mined, or other unauthorized access, use and/or exploitation of any such information and/or fail to immediately notify TREB upon becoming aware of any of the foregoing;
 - (e) attempt, in any way whatsoever, to circumvent any computer security measures or resource restrictions, or attempt to gain unauthorized access to TREB operating systems, networks, and/or servers including by obscuring or falsifying the identity of Member or AVP;
 - (f) distribute, redistribute, copy, produce, reproduce, publish, republish, duplicate, alter, modify, or transfer, any information transmitted through a VOW Datafeed, or merge any such information with other data, or publish any Listing Information in any form, or create any derivative work(s) or adaptation(s) based on, or in any other way exploit any such information;
 - (g) scrape, data mine, download, distribute, redistribute, export, merge, deliver, transfer, or transmit any information transmitted through a VOW Datafeed, including to any computer, wireless device, mobile device, or any other electronic or digital device, except downloading to Member or AVP server, as applicable, as permitted under this Agreement. Without limiting the foregoing, prohibited uses include "screen scraping", "database scraping" and any other activity intended to collect, store, reorganize, profile, extract patterns, and/or manipulate any information transmitted through a VOW Datafeed;
 - (h) market, sell, resell, assign, exchange, barter or transfer, convey, loan, lease, rent, grant access to, license or sublicense, or in any other manner exploit any information transmitted through a VOW Datafeed. Member and AVP agree to take all reasonable steps necessary to protect all information transmitted through a VOW Datafeed from any of the foregoing, including but not limited to, unauthorized access, distribution, reproduction, copying, use, or in any other way, exploit any information transmitted through a VOW Datafeed;
 - (i) access or use the VOW Datafeed in a manner that is contrary to or in violation of this Agreement, VOW Policy and Rules and/or for any purpose other than as permitted herein;

- (j) use a robot, spider, scraper, or other automatic device, software, or manual process for any purpose, including to directly or indirectly access, monitor, or copy any information transmitted through a VOW Datafeed;
- (k) use any device, software or routine to bypass TREB robot exclusion headers or any other security measures, or interfere, or attempt to interfere, with TREB server(s) and/or any information transmitted through a VOW Datafeed;
- (l) decompile, reverse engineer, disassemble, modify and/or adapt any software owned or licensed by TREB or any information transmitted through a VOW Datafeed, or any part thereof, or attempt to create any source code that is derived from TREB server(s), any information transmitted through a VOW Datafeed, or any software owned or licensed by TREB;
- (m) use Member's VOW(s), TREB's MLS[®] System, the VOW Datafeed, or any other means to conduct any abusive practices including transmitting anything defamatory, threatening, hateful, harassing, vulgar, obscene, harmful, or invasive of anyone's privacy;
- (n) impair, jeopardize, violate or infringe the rights of TREB, Participating VOW Members, or any person or entity, including, without limitation, intellectual property, privacy, and/or contractual rights;
- (o) cause excessive strain on TREB server(s) or system(s), or cause unwarranted or unsolicited interference with other Participating VOW Members' or their AVP's use of, or access to, any VOW Datafeed and/or TREB's MLS[®] System;
- (p) cause or permit anything that will prejudice or hamper the reputation or goodwill of TREB;
- (q) disclose, or permit the disclosure of, the VOW Datafeed, TREB's MLS[®] System, or any part thereof, to any person except as specifically permitted in this Agreement;
- (r) syndicate or redistribute by any means any information transmitted through a VOW Datafeed;
- (s) cause or take any action which might reasonably be construed as injurious or detrimental to the interests of TREB or of any other Participating VOW Member; and/or
- (t) represent or suggest any affiliation between TREB and Member and/or between TREB and AVP.

6.3 Conditions on Operating VOW(s). In operating its VOW(s), in addition to its obligations under this Agreement and the VOW Policy and Rules, Member shall comply with the following requirements, as may be amended from time to time in TREB's sole discretion:

- (a) No Listing(s) other than the Listing Information transmitted through a VOW Datafeed may be displayed on Member's VOW(s).
- (b) The number of Listing(s) that Consumers may view or retrieve on or from a Member's VOW in response to an inquiry will be limited to 100 Listing(s).
- (c) The listing Brokerage must be clearly displayed for all Listing(s) including thumbnail views. The listing Brokerage must be in the same font and size as other Listing(s) details and not visually separated from the Listing(s) display.
- (d) The display of other Brokerages' Listing(s) obtained from other sources (e.g., other MLS[®] non-participating Brokerages, etc.) on Member's VOW(s) shall display the source from which each such Listing(s) was obtained.
- (e) The contact information of the Member operating the VOW(s) must be clearly separated from the detail display of a Listing(s) which is listed by a Brokerage other than the Member's own Listing(s).
- (f) The content of any information transmitted through a VOW Datafeed, or any portion thereof, may not be changed in any way from the content as it is provided by TREB. Notwithstanding the foregoing, any information transmitted through a VOW Datafeed may only be reformatted but only to the extent of choosing which fields to display based on objective criteria such as geography or type of property.
- (g) Each Member VOW including the URL of such VOW and any changes in such URL, must be preapproved by Member's Broker of Record or its designate using a "Member VOW Information and Brokerage Approval Form" in the form attached hereto at Schedule B or a "VOW URL Change/Update Form" in the form attached hereto at Schedule F, an executed copy of which shall be provided to TREB.
- (h) Member shall ensure that the information transmitted through a VOW Datafeed displayed on Member's VOW(s) is refreshed not less than every 24 hours.
- (i) Member shall have a notice on all VOW Datafeed displayed on Member's VOW(s) indicating that the information is deemed reliable but is not guaranteed accurate by TREB.
- (j) Member's VOW(s) must not claim to provide full access to TREB's MLS[®] System.
- (k) Member shall prominently post a notice on each of Member's VOW(s) stating that Member's VOW may only be used by Consumers that have a *bona fide* interest in the purchase, sale, or lease of real estate of the type being offered through Member's VOW. The following notice may be used: "The information provided herein must only be used by consumers

that have a *bona fide* interest in the purchase, sale, or lease of real estate and may not be used for any commercial purpose or any other purpose.”

- 6.4 Authorization of AVP to Receive VOW Datafeed. AVP hereby acknowledges and agrees that (i) AVP has no independent member rights in Listing Information received via a VOW Datafeed by virtue of this Agreement; (ii) AVP shall not use Listing Information except such Listing Information as may be provided through a VOW Datafeed in connection with operation of Member’s VOW(s) pursuant to this Agreement; and (iii) receipt by AVP of the VOW Datafeed is derivative of the rights of Member. For greater certainty, the termination of the rights and license granted herein to Member shall result in the termination of the rights and license granted herein to AVP.

ARTICLE 7 INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- 7.1 Ownership of Intellectual Property. AVP and Member acknowledge and agree that the MLS[®] Database, TREB’s MLS[®] System, Listing Information, MLS[®] data and VOW Datafeed are proprietary to TREB and/or its licensors and are protected by copyright, trademark, patent and other intellectual property laws of Canada and international treaties and conventions and by any other applicable laws (collectively “**TREB Intellectual Property**”). AVP and Member each further acknowledges and agrees that all right, title, and interest (including without limitation all copyright, trademark, patent and trade secret rights) now existing or hereafter coming into force, in and to TREB Intellectual Property are and shall remain the property of TREB and/or its licensors. Nothing in this Agreement shall be construed as conveying or granting to AVP or Member an interest or right of any kind, express or implied, in or to any of TREB’s and/or its licensor’s intellectual property, proprietary rights and any other rights, including in relation to all of the foregoing, except for the limited rights granted herein.
- 7.2 Trademark License. TREB further grants to Member or AVP, if AVP is operating Member’s VOW(s), a limited, non-exclusive, non-transferable, non-sublicensable revocable license to use TREB’s trademark(s) identified in Schedule C attached hereto (“**TREB Trademark**”) for the sole purpose of identifying TREB as the owner of any TREB Intellectual Property, including any TREB Trademark(s), and any associated goods/services. TREB may subsequently grant similar rights to Member and AVP, if AVP is operating Member’s VOW(s), to use other trademarks of TREB, and Member and AVP’s use thereof shall be subject to the provisions of this paragraph and any other requirements as may be provided by TREB from time to time.
- 7.3 No Rights. Member and AVP acknowledge and agree that they do not have any rights to and shall not obtain, through the terms of this Agreement or otherwise, any rights in connection with any trademarks, copyright, patents, and/or other proprietary or intellectual property rights of TREB and/or its licensors, now or hereafter coming into existence, including without limitation, in and to TREB Intellectual Property, and any part of, or relating to, any of the foregoing.
- 7.4 Restrictions. Member and AVP shall not, nor shall either assist any person or entity, in Canada, or any other country or territory, to: (a) take any action or cause

or permit anything that will impair, negate, invalidate, jeopardize, violate, diminish the value, infringe or otherwise, the intellectual property and/or proprietary rights of TREB and/or its licensors, including without limitation, in and to TREB Intellectual Property and TREB trademarks (including the TREB Trademark) copyright and/or patents, and any part of, or relating to, any of the foregoing; (b) directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property and proprietary rights of TREB and/or its licensors including, without limitation, in and to TREB Intellectual Property, TREB trademarks (including the TREB Trademark) copyright and/or patents, and any part of, or relating to, any of the foregoing; and/or (c) claim, assert any rights or interest to, use, or apply to register, record, or file any trademark or design application that is identical or similar to TREB's trademarks (including the TREB Trademark).

- 7.5 Waiver of Third Party Claims. Each of AVP and Member waives any claims against TREB resulting from rights that others may assert against Member and/or AVP based on Member and/or AVP's exercise of the rights granted under this Agreement, including without limitation claims of trademark, copyright or patent infringement and/or violation of other intellectual property or proprietary rights.
- 7.6 Proprietary and Other Notices. Each of Member and AVP agrees that it will include and not alter or remove any trademark, copyright, other notices, and/or any disclaimers or other legends located or used on or in connection with the Listing Information and/or the VOW Datafeed and any part of, or relating to, any of the foregoing, as required by TREB from time to time.

ARTICLE 8 CONFIDENTIAL INFORMATION

- 8.1 Confidential Information. For the purposes herein, "**Confidential Information**" means any and all information and material proprietary to TREB and/or its licensors and not generally known to the public, including but not limited to confidential information, trade secret information, knowledge, processes, systems, technology, software and data and information of every kind, including any information transmitted through a VOW Datafeed (except to the extent to which this Agreement permits disclosure), disclosed by TREB to Member or AVP, or that Member or AVP may obtain knowledge or access to as a result of this Agreement. Without limiting the generality of the foregoing, TREB may mark Confidential Information "confidential" or "proprietary" but regardless of whether so marked or identified, any information or material, whether in oral, visual, audio, electronic, written or other form, that Member and AVP each knew or ought to have known was considered confidential or proprietary to TREB and/or its licensors will be considered Confidential Information.
- 8.2 Exclusions. Notwithstanding the foregoing, Member and AVP shall not have any obligation under this Article 8, as evidenced by written record, with respect to any information, knowledge and/or data disclosed pursuant hereto to the extent same: (a) is or hereafter becomes part of the public domain through no wrongful act of Member or AVP; (b) is known to Member or AVP free of any obligation of confidentiality at the time of first disclosure hereunder; (c) is lawfully obtained by Member or AVP from a third party without obligation of confidentiality; (d) is

independently developed by Member or AVP; or (e) is disclosed pursuant to a court order or other legal compulsion provided, however, that prior to any such disclosure, Member or AVP, as applicable shall, unless legally prohibited, promptly notify TREB in writing of the requirement or request to disclose, and cooperate with TREB in protecting against or limiting the scope of any such disclosure.

- 8.3 Confidentiality. Member and AVP each covenants and agrees that it shall: (a) receive and maintain all Confidential Information received hereunder in strict confidence; (b) use Confidential Information received hereunder strictly as permitted herein, lawfully exercising the rights and/or performing its obligations hereunder and for no other purpose whatsoever; (c) use the highest degree of care to protect and handle Confidential Information received hereunder; and (d) advise TREB immediately of any circumstances, incidents or events which may impact, compromise, or in any way relate to, the privacy, confidentiality, availability or security of Confidential Information, including, without limitation, the violation or non-observance of any term or condition contained in this Agreement.
- 8.4 Ownership of Confidential Information. All Confidential Information is and will remain the exclusive property of TREB and/or its licensors, and Member and AVP will have no rights, by license or otherwise, to Confidential Information except as expressly provided herein.

ARTICLE 9 PRIVACY

- 9.1 Compliance with Privacy Laws. Member and AVP shall each ensure that all Personal Information that may be collected by Member and AVP in connection with its access to or use of any information transmitted through a VOW Datafeed will be collected, used, disclosed and maintained strictly in accordance with the requirements of applicable privacy legislation including the *Personal Information Protection and Electronic Documents Act* and with the MLS[®] Rules and Policies.
- 9.2 Listing(s). Member and AVP each will, at all times, treat any personally identifiable information contained in any information transmitted through a VOW Datafeed as Personal Information and will protect and safeguard such Personal Information from any collection, use or disclosure that is not expressly permitted by this Agreement.
- 9.3 Consent. By agreeing to the terms of this Agreement and by accessing and using any information transmitted through a VOW Datafeed and exercising any other rights granted herein, Member and AVP each consents to the collection, use and disclosure of its Personal Information by TREB in accordance with TREB's privacy policy located at TREB's website, including to the extent necessary for TREB to communicate with Member and AVP and to administer and enforce this Agreement and the MLS[®] Rules and Policies. Member and AVP each acknowledges having read, understanding and agreeing to be bound by such privacy policy.
- 9.4 Electronic Address. Member represents, warrants and covenants to TREB that in providing to TREB any electronic address of AVP (including any AVP contact),

Member has obtained the necessary consent in compliance with applicable law in order for TREB to send electronic messages to such electronic address in connection with this Agreement, and Member will notify TREB immediately if such consent is withdrawn.

ARTICLE 10 DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1 **DISCLAIMER. BROKERAGE, AVP AND MEMBER ACKNOWLEDGE AND AGREE THAT THE SERVICES, THE VOW DATAFEED, LISTING INFORMATION AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY GUARANTEE, REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY, TITLE OR NON-INFRINGEMENT OR WITH RESPECT TO THE ACCURACY, CORRECTNESS, CURRENCY, RELIABILITY, USEFULNESS, OR COMPLETENESS OF LISTING INFORMATION OR VOW DATAFEED OR WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY SERVICES LISTING INFORMATION, VOW DATAFEED AND THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. TREB MAKES NO GUARANTEE, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WHATSOEVER WITH RESPECT TO THE ADEQUACY OF SERVICES OR LISTING INFORMATION OR VOW DATAFEED OR SERVICES FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ADEQUACY OF THE SERVICES TO PRODUCE ANY PARTICULAR RESULT OR THAT THE SERVICES, VOW DATAFEED, OR LISTING INFORMATION WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.**
- 10.2 **LIMITATION OF LIABILITY. NEITHER TREB NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WILL BE LIABLE TO BROKERAGE, AVP, MEMBER OR ANY THIRD PARTY (INCLUDING MEMBER'S CLIENTS OR CUSTOMERS) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR OTHER DAMAGES OF ANY NATURE INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR REVENUE OR GOODWILL, OR INTERRUPTION OF BUSINESS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY INACCURATE, INCORRECT, UNRELIABLE, NOT CURRENT, NOT USEFUL, OR INCOMPLETE SERVICES, LISTING INFORMATION OR VOW DATAFEED, THE TERMINATION OF THIS AGREEMENT, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, VOW DATAFEED, AND/OR THE USE OF ANY SERVICES, LISTING INFORMATION OR VOW DATAFEED MADE AVAILABLE PURSUANT HERETO, HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FUNDAMENTAL BREACH OR OTHERWISE, EVEN IF SUCH PARTY HAS**

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

- 10.3 THIRD PARTY WEBSITES. THE INFORMATION TRANSMITTED THROUGH A VOW DATAFEED MAY INCLUDE LINKS TO THIRD PARTY WEBSITES OR FEEDS FROM THIRD PARTY WEBSITES (COLLECTIVELY "THIRD PARTY WEBSITES"). TREB DOES NOT WARRANT OR ENDORSE THE CONTENT CONTAINED IN ANY THIRD PARTY WEBSITE. TREB DOES NOT MAKE ANY ENDORSEMENT, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR STATUTORY, OF ANY KIND REGARDING ANY THIRD PARTY WEBSITE, INCLUDING REGARDING THE LEGALITY, ACCURACY, RELIABILITY, QUALITY, USEFULNESS, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, SECURITY, OR SUITABILITY OF ANY CONTENT ON A THIRD PARTY WEBSITE OR WHETHER OR NOT ANY NECESSARY CONSENTS REQUIRED UNDER APPLICABLE PRIVACY LAWS OR OTHER LAWS FOR ANY ASPECT OF ANY THIRD PARTY WEBSITE HAVE BEEN PROPERLY OBTAINED. TREB DOES NOT MAKE ANY ENDORSEMENT, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT, FUNCTIONS, GOODS OR SERVICES ON OR MADE AVAILABLE THROUGH ANY THIRD PARTY WEBSITES OR THAT THE OPERATION OF ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED, FREE OF ERROR, VIRUSES, DEFECTS, OR ANY OTHER HARMFUL COMPONENTS OR THAT ANY OF THE FOREGOING WILL BE CORRECTED. THE CONTENT, FUNCTIONS, GOODS AND/OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITE IS NOT UNDER TREB'S CONTROL IN ANY WAY WHATSOEVER AND IF AVP OR MEMBER CHOOSES TO ACCESS OR HAVE ANY DEALINGS WITH ANY THIRD PARTY WEBSITE, AVP AND MEMBER DO SO ENTIRELY AT THEIR OWN RISK.

ARTICLE 11 INDEMNITY AND REPRESENTATIONS AND WARRANTIES

- 11.1 Indemnity. Brokerage, Member and AVP jointly and severally agree to indemnify, defend and hold harmless TREB, its officers, directors, employees, and agents, from and against any and all claims, demands, suits, proceedings, actions, causes of action, and/or liability of any kind whatsoever, for any and all damages, losses, costs and/or expenses (including the payment of all legal expenses, including reasonable attorneys' fees and costs), arising out of or related to, any and all breaches by Member and/or AVP of any term or condition of this Agreement, including any breach of representation or warranty set forth in this Agreement, receipt of the VOW Datafeed, and the use and display of information transmitted through a VOW Datafeed. Each of Brokerage and Member is and shall be fully and directly liable for any breach by AVP under this Agreement. TREB shall have the right to control its own defense and engage legal counsel acceptable to TREB.
- 11.2 Representations and Warranties.

- (a) Each party represents and warrants to the others that this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms.
- (b) Member represents and warrants that:
 - (i) information transmitted through a VOW Datafeed will be used by Member and AVP strictly as permitted herein;
 - (ii) it has executed an agreement with AVP establishing the AVP's right to receive and access VOW Datafeed (per the "VOW Datafeed Transfer Authorization Form" attached hereto at Schedule D) and shall provide to TREB a copy of such agreement in which Member acknowledges its selection of AVP to operate VOW(s) on Member's behalf;
 - (iii) it has made AVP aware of the VOW Policy and Rules;
 - (iv) its VOW(s)' terms of use are compliant with the VOW Policy and Rules and it has made AVP aware of such terms of use;
 - (v) it is a Member in good standing in accordance with TREB's By-laws and REBBA; and
 - (vi) the execution of this Agreement and/or the performance of Member's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which Member is bound.
- (c) AVP represents and warrants that:
 - (i) it is not and shall not be under any disability, restriction, or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement;
 - (ii) that the grant of rights herein to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful; and
 - (iii) the execution of this Agreement and/or the performance of AVP's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which AVP is bound.

ARTICLE 12 TERM AND SUSPENSION OR TERMINATION

- 12.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in force until or unless suspended or terminated as further described herein.
- 12.2 Suspension. In the event Member or AVP is in breach of this Agreement, or of any of the MLS[®] Rules and Policies, as determined by TREB in its sole discretion, TREB may immediately suspend without notice Member's and AVP's access to and use of the VOW Datafeed. TREB may end a suspension, at its sole discretion, by notice to Member.

- 12.3 Termination. Without limiting any other rights or remedies available to TREB under the terms of this Agreement, the VOW Policy and Rules, at law or in equity, TREB may immediately terminate this Agreement and Member's and AVP's access to and use of the VOW Datafeed, in which case Member and AVP shall comply with any applicable procedures and obligations contained herein and/or in the MLS[®] Rules and Policies in the event of any of the following:
- (a) Member or AVP is in breach of:
 - (i) any term or condition of this Agreement, which is not cured (if capable of being cured) within 10 days after notice from TREB (provided that, notwithstanding the foregoing, if within 48 hours after such notice from TREB, Member or AVP does not notify TREB in writing of actions being taken to cure the breach, this Agreement shall immediately terminate at the end of such 48 hour period);
 - (ii) any representation, warranty, covenant, term or condition contained in the VOW Policy and Rules, which is not cured within the applicable cure period, if any, as set forth in the VOW Policy and Rules in respect of the specific breach; or
 - (iii) any provisions contained in REBBA, the TREB By-laws or any other applicable laws.
 - (b) AVP no longer being designated by Member to operate Member's VOW(s);
 - (c) Member ceasing to maintain its status with TREB;
 - (d) where Member is a Salesperson or Broker, Member ceasing to be employed, appointed or authorized to trade in real estate by its Brokerage, or Member changing Brokerages (in which case Member must enter into a new VOW Datafeed Agreement with TREB with the authorization of Member's new Broker of Record);
 - (e) where Member is a Brokerage and its Broker of Record changes (in which case Member must enter into a new VOW Datafeed Agreement with TREB with the authorization of Member's new Broker of Record);
 - (f) Member or AVP accessing or downloading any VOW Datafeed in a manner not authorized for Participating VOW Members and/or that hinders the ability of Participating VOW Members from accessing, receiving and/or downloading any VOW Datafeed to Participating VOW Members' VOWs;
 - (g) Member or AVP violating or breaching any MLS[®] Rules and Policies or this Agreement; or
 - (h) Member or AVP failing to make any required payments to TREB.
- 12.4 Notice of Termination. Member may elect to no longer display VOW Datafeed on its VOW(s) and thereby terminate this Agreement upon fifteen (15) business days written notice to TREB of such termination and upon completion of the "VOW Datafeed Member Unsubscribe Notice Form", attached hereto at Schedule E, an executed copy of which shall be submitted to TREB.
- 12.5 Discontinuance of VOW Datafeed. In the event TREB, in its sole discretion, decides at any time to discontinue offering a VOW Datafeed, TREB may terminate this Agreement and accordingly terminate Member and AVP access to and use of VOW Datafeed.

- 12.6 Return, Destruction, etc. Each of Member and AVP shall permanently cease all use of Confidential Information, Personal Information, information transmitted through a VOW Datafeed, and any other proprietary and confidential information received hereunder upon any suspension or termination of its access to and use of the VOW Datafeed pursuant to this Agreement and shall promptly, by secure means, permanently delete, erase and destroy any and all Confidential Information, Personal Information, information transmitted through a VOW Datafeed and any materials (in any medium) containing or reflecting any Listing Information including all copies, extracts, reproductions, or otherwise, in whole or in part, that each has stored anywhere and by any means, including without limitation on magnetic media or other electronic or digital storage, including all backup copies, in its possession or under its control, as well as any copies in the possession or under the control of its representatives, immediately upon termination of this Agreement, but in any event, not later than seven (7) days after termination of this Agreement, for any reason whatsoever. Member and AVP shall each certify in writing to TREB that each has complied with all of the foregoing.
- 12.7 Effect of Suspension or Termination; Survival. Upon any suspension or termination of this Agreement for any reason whatsoever, any and all licenses and rights granted herein to Member and AVP to access and use the VOW Datafeed and any information transmitted through a VOW Datafeed shall immediately terminate. Suspension or termination of this Agreement, for any reason whatsoever, shall not limit TREB from pursuing any other remedies available to it under the MLS[®] Rules and Polices, or at law or in equity, including, if applicable, injunctive relief.
- 12.8 Nonrefundable. No Fees, portion of the Fees, or other fees payable by AVP or Member under this Agreement will be refunded to AVP or Member upon suspension or termination of this Agreement for any reason whatsoever.
- 12.9 VOW Policy and Rules. Suspension or termination of this Agreement for any reason whatsoever shall not release each of Brokerage, AVP and Member from the responsibilities, obligations, liabilities, and/or indemnifications set forth in this Agreement, including the VOW Policy and Rules which responsibilities, obligations, liabilities, and/or indemnifications shall survive the termination of this Agreement.

ARTICLE 13 REMEDIES

- 13.1 Remedies. Member and AVP agree that a breach of this Agreement will result in immediate and irreparable injury and harm to TREB. In such event, TREB shall have the right to immediately terminate the right of Member and AVP to receive the VOW Datafeed and to obtain an injunction, specific performance, and/or other equitable relief to prevent the breach under this Agreement; provided, however, that this shall in no way limit any other remedies which TREB may have including, without limitation, the right to seek monetary damages.

ARTICLE 14 GENERAL PROVISIONS

- 14.1 Notices. Any notice, direction or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered personally, mailed by prepaid registered mail, or transmitted by facsimile or other form of recorded communication to the appropriate party at the address provided at the signature section of this Agreement. Any party may change its address for service from time to time by written notice given to the other parties in accordance with this Agreement. Notwithstanding the foregoing, Member and AVP hereby agree and consent to the receipt of electronic legal notices regarding this Agreement upon access to the VOW Datafeed.
- 14.2 Entire Agreement. The terms of this Agreement, together with the VOW Policy and Rules, constitute the entire agreement between the parties with respect to the subject matter herein. There are no representations, warranties, terms, conditions, promises, undertakings or collateral agreements, oral or written, among the parties with respect to the subject matter herein other than those set forth or expressly referred to herein.
- 14.3 Amendment. TREB may, in its sole discretion, change, modify, add or delete portions of this Agreement at any time and from time to time without notice to Member and AVP by posting the then current version of this Agreement on TREB's website or TREB's MLS[®] System.
- 14.4 Further Assurances. The parties shall, from time to time, execute and deliver all such other and further deeds, documents, instruments and assurances as may be reasonably necessary or required to carry into force and effect the purpose and intent of this Agreement.
- 14.5 Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between TREB and AVP or between TREB and Member. Neither Member nor AVP has any express or implied authority to assume or create any obligations on behalf of TREB or to bind TREB to any contract, agreement or undertaking with any third party.
- 14.6 Waiver. The waiver by TREB or the failure of TREB, to require or enforce the performance of any provision of this Agreement or to take action with respect to any breach of any term, covenant, or condition herein contained shall not be construed as a waiver of any provision or right nor to be deemed to be a continuing waiver or waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. A waiver by TREB of any default hereunder or of any of the terms and conditions of this Agreement shall be in writing signed by TREB and shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- 14.7 Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement may be sublicensed, conveyed, sold, given, assigned or otherwise transferred, including by operation of law, by Member or AVP, without the prior

written consent of TREB. TREB may assign its rights and obligations under this Agreement.

- 14.8 Enurement. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 14.9 Governing Law and Forum. This Agreement shall be governed by and construed in accordance the laws of the Province of Ontario and the federal laws of Canada applicable therein (without reference to its conflict of laws or choice of law principles). The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario and the federal courts of Canada with subject matter jurisdiction with respect to any matter arising hereunder or relating hereto.
- 14.10 Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, the validity, legality and enforceability of any of the remaining provisions or part thereof shall not in any way be affected or impaired.
- 14.11 Force Majeure. TREB shall not be responsible to Brokerage, Member or AVP or any third party for any failure or delay in performance due to circumstances or causes beyond its reasonable control, including any labour dispute, acts of God, natural disasters, fire, utility or communications failures, vandalism, war, acts of terrorism, riots, embargoes, or laws, regulations or orders of any governmental or regulatory entity.
- 14.12 Headings, Gender, Number and Including. The division of this Agreement into articles and sections and the use of headings are for purposes of reference only and shall not limit or otherwise affect the interpretation of this Agreement. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, words importing a specific gender include all genders and words importing the singular include the plural and vice versa. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- 14.13 Language. This Agreement and any documents relating thereto have been prepared in the English language at the express request of the parties. Les parties ont exigé, et par les présentes confirment leur demande, que ce contrat soit rédigé en anglais seulement.
- 14.14 Survival. The following Articles shall survive the suspension or termination of this Agreement, regardless of the reasons for suspension or termination, in addition to any other provision herein which by law or by its nature should survive: Articles 1 to 3 and 5 to 14.
- 14.15 Execution. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

Effective Date: _____ (To be completed by TREB upon submission)

Toronto Real Estate Board

By:

Signature: _____

Name: _____

Title: _____

(I have authority to bind the corporation.)

Address: 1400 Don Mills Road, Toronto, Ontario M3B 3N1

Email Address: trebvow@trebnet.com

Telephone Number: 416-443-8100

Facsimile Number: 416-443-8129

Member Information and Signature

Member Name: _____

Signature: _____

Name of Signatory: _____ (if different from Member Name)

Title: _____

(I have authority to bind Member.)

Address : _____

Email Address: _____

Telephone Number: _____

Facsimile Number: _____

Affiliated VOW Partner Information and Signature

AVP Name: _____

Signature: _____

Name: _____

Title: _____

(I have authority to bind AVP.)

Address: _____

Email Address: _____

Telephone Number: _____

Facsimile Number: _____

ACKNOWLEDGEMENT AND AGREEMENT BY BROKERAGE

The undersigned Brokerage hereby acknowledges and confirms that it has read, understands and agrees to be bound by the terms and conditions of this Agreement and specifically including sections 2.4, 6.3(g), 10.1, 10.2, 11.1, 12.9 and 14.11 herein.

Brokerage further acknowledges and confirms that:

1. this Agreement is valid, binding and enforceable with respect to Brokerage;
2. it is and shall be fully and directly liable for any breach or any other unauthorized activity by Member and AVP under, or in any way relating to, this Agreement; and
3. TREB shall have no liability of any nature to Brokerage for, and waives all claims arising out of, or related in any way, to this Agreement.

EXECUTED at _____, this _____ day of _____, 20__.

Brokerage: _____

Address: _____

Telephone Number: _____

By: _____

Name:
Title: Broker of Record

Date: _____

Witness: _____

Name:

Date: _____

Schedule A
(Fees and Payment Terms)

I am the Broker of Record for the Brokerage whose Brokerage/Branch code(s) are noted above and represent and warrant that I have the authority to execute this form on behalf of such firm(s).

Broker of Record

Signature: _____ Date: _____

Please fax completed form to TREB VOW Administrator at (416) 443-8129

Schedule C
(TREB Trademark(s))

Schedule D
(VOW Datafeed Transfer Authorization Form)



VOW Datafeed Transfer Authorization Form

With this form, the undersigned Member and Broker of Record acknowledge to TREB that the Member and Brokerage identified below along with all of its associated offices, approve the undersigned AVP to receive VOW Datafeed on behalf of Member, as described in the TREB VOW Datafeed Agreement executed between TREB, Member and AVP and agreed to and acknowledged by Brokerage (the "TREB VOW Datafeed Agreement").

Member hereby authorizes and directs TREB to permit access of VOW Datafeed to AVP identified in this Authorization pursuant to the terms and conditions of the TREB VOW Datafeed Agreement.

Member represents, warrants and covenants that the VOW Datafeed will be received and used by AVP (i) as an authorized agent of Member only for the purposes set out in the TREB VOW Datafeed Agreement, (ii) only by AVP on behalf of Member and for no other purpose or person, and (iii) in full compliance with all applicable laws, statutes and regulations including the *Personal Information Protection and Electronic Documents Act* (Canada) and the VOW Policy and Rules.

Member covenants and agrees that as between it and TREB, it will be fully responsible for the actions and omissions of AVP. Should AVP use the VOW Datafeed in any way that contravenes this Authorization, including without limitation, in a manner not permitted by the TREB VOW Datafeed Agreement, TREB shall immediately cease delivery of the VOW Datafeed to such AVP without prejudice to any other rights or remedies TREB may have against Member or AVP.

This Authorization includes all the terms and conditions set out in the TREB VOW Datafeed Agreement, which each of Brokerage, Member and AVP acknowledges having read, understood and executed and to which each agrees and acknowledges it is bound.

Broker of Record:

Brokerage Name _____

Brokerage/Branch Code:

				-		
--	--	--	--	---	--	--

Brokerage Address _____

Phone: _____

Broker of Record Name Printed: _____

TREB Membership Number

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I am the Broker of Record for the Brokerage whose Brokerage/Branch code(s) are noted above and represent and warrant that I have the authority to execute this form on behalf of such firm(s).

Broker of Record Signature: _____

Date: _____

Member:

Printed Name of Member	Authorized Signature (Member) (I have the authority to bind Member)
Contact	Address
Contact E-mail Address	City
Contact Phone Number	Province
Date	Postal Code

AVP ACKNOWLEDGEMENT

The undersigned AVP acknowledges this VOW Datafeed Transfer Authorization and, for good and valuable consideration, the sufficiency of which is acknowledged, the undersigned AVP accepts and agrees with the contents of this Authorization.

Printed Name of AVP	Authorized Signature (AVP) (I have the authority to bind AVP)
Contact	Address
Contact E-mail Address	City
Contact Phone Number	Province/State
Internet address	Postal/Zip Code
Date	

**Schedule E
(VOW Datafeed Member Unsubscribe Notice Form)**



VOW Datafeed Member Unsubscribe Notice Form

With this form, the undersigned Member provides notice to TREB that it wishes to unsubscribe from participation in the VOW Datafeed and no longer receive a VOW Datafeed, as described in the TREB VOW Datafeed Agreement. Member acknowledges and confirms that its TREB VOW Datafeed Agreement is accordingly terminated.

Member Name Printed: _____

TREB Membership Number: _____

AVP Name: _____

Member Signature: _____

Name of Signatory Printed: _____ (if different from Member Name)
(I have authority to bind Member)

Date: _____

Please fax completed form to TREB VOW Administrator at (416) 443-8129

Schedule F
VOW URL Change/Update Form



Member VOW Information
(this section to be completed by Member)

With this form, the undersigned Member acknowledges that the information below is provided to identify changes in the URL(s) of Member's VOW(s) previously reported to TREB.

Member Name: _____ TREB Membership #:

--	--	--	--	--	--	--	--

Brokerage Name: _____ Brokerage/Branch Code:

--	--	--	--	--	--	--	--

Brokerage Address: _____ Phone: _____

AVP Name: _____

AVP Contact: _____ AVP Email: _____

Please specify the URL(s) of VOW(s) (up to a maximum of three (3)):

VOW URL #1: _____

VOW URL #2: _____

VOW URL #3: _____

Member certifies that the above information is correct and acknowledges that if, at any time, any of such information changes, Member will provide full disclosure to TREB by submitting a VOW URL Change/Update Form.

Member Signature: _____ Date: _____

Name of Signatory Printed (if different from Member Name): _____

(I have authority to bind Member)

Brokerage Approval
(this section to be completed by Brokerage)

With this form, the undersigned Broker of Record acknowledges to TREB that the Brokerage identified herein, along with all of its associated offices, approves Member's VOW(s) identified herein to receive VOW Datafeed from TREB, either directly or through its AVP, as described in the

TREB VOW Datafeed Agreement between TREB, Member and, if applicable, AVP and agreed to and acknowledged by Brokerage.

Broker of Record Name Printed:

TREB Membership Number

--	--	--	--	--	--	--	--

I am the Broker of Record for the Brokerage whose Brokerage/Branch code(s) are noted above and represent and warrant that I have the authority to execute this form on behalf of such firm(s).

Broker of Record

Signature: _____

Date: _____

Note: Upon receipt and processing by TREB of a VOW URL Change/Update Form, any prior Member VOW URL information previously submitted by Member will be considered amended, restated and replaced in its entirety.

NOTE: This Agreement will be generated from the TREB Online Agreement System upon completion of all entries by all participating parties including approval by the Toronto Real Estate Board.

This Agreement together with all materials referenced herein is a legal agreement and is made and entered into by and between the Toronto Real Estate Board ('TREB'), a corporation incorporated pursuant to the laws of the Province of Ontario, and **BROKERAGE NAME** the real estate firm whose name and contact information appear as the Brokerage in the section of this Agreement designated 'Member Information' and if applicable, **AVP NAME** the company or individual(s) whose name and contact information appear in the section of this Agreement designated 'Affiliated VOW Partner' ('AVP')

ARTICLE 1 VOW POLICY AND RULES

1.1 VOW Policy and Rules - Member and AVP hereby acknowledge that they each have a copy of the VOW Policy and Rules (as defined below) and agree to be bound by and comply with the VOW Policy and Rules

(a) The VOW Policy and Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the VOW Policy and Rules will govern.

(b) TREB may modify the VOW Policy and Rules at any time, in its sole discretion. Member and AVP shall obtain a copy of any modification of the VOW Policy and Rules, and Member and AVP shall comply with such modification not later than five (5) business days after such modification.

ARTICLE 2 GENERAL

2.1 In addition to the TREB VOW Policy and Rules, this Agreement sets out the requirements for the orderly and efficient operation of Member Virtual Office Websites (as defined below).

2.2 This Agreement should be read in conjunction with TREB VOW Policy and Rules.

2.3 By using the VOW Datafeed or any part thereof, Member and AVP agree to, and must comply with, this Agreement and the VOW Policy and Rules.

2.4 Member and Brokerage are fully responsible for all access to and use of the VOW Datafeed and any part thereof.

ARTICLE 3 DEFINITIONS

3.1 Any capitalized term used herein shall have the same meaning as contained in the MLS® Rules and Policies, unless otherwise expressly defined in this Agreement.

3.2 The following terms shall have the meanings set forth below:
Affiliated VOW Partner or '**AVP**' refers to an entity or person designated by a Member to operate a VOW on behalf of the Member, subject to the Member's supervision, accountability and compliance with the VOW Policy and Rules. No AVP has independent participation rights in the TREB MLS® System by virtue of its right to receive information on behalf of a Member. No AVP has the right to use Listing Information except such Listing Information used in

connection with operation of a VOW on behalf of one or more Members. Access by an AVP to any such Listing Information is derivative of the rights of the Member on whose behalf the AVP operates a VOW.

'**Agreement**' or '**VOW Data Agreement**' means this agreement, including any preamble and schedules, as amended, restated or replaced by TREB from time to time.

'**Confidential Information**' has the meaning set out at Article 8 herein.

'**Consumer(s)**' means a consumer with whom the Member has first established a lawful broker-consumer relationship, including, where necessary, completion of any actions required by provincial and/or federal law in connection with providing real estate brokerage services to clients and customers.

'**Effective Date**' shall be the date of approval of this Agreement by TREB as set out herein.

'**Fees**' has the meaning set out at Article 4 herein.

'**Listing Information**' or '**MLS® data**' shall mean all, or any part of information that is contained in a Listing uploaded on the TREB MLS® System and maintained in the TREB MLS® database regarding the Listing(s) of Members, and any subsequent additions or changes to that information, including current information about the property.

'**Member**' shall have the meaning designated in Article 2 of the By-laws and shall also include a Member's brokers and salespersons.

'**MLS® Database**' means the compilation, collection, aggregation and storage of all, or any part of, the information, comments, opinions, statements, advice, descriptions, services, offers, data, files, links, ideas, images, graphics, audio clips, video clips, icons, or any other form of content or information, as well as its selection, assembly and arrangement, as may be amended from time to time, and any associated software, which form a part of TREB's MLS® System, and any successor or replacement service thereto.

'**MLS® Rules and Policies**' means the rules and policies enacted by TREB, and as may be amended, restated or replaced from time to time, by TREB in its sole discretion, which govern, among other things, the operation and use of TREB's MLS® System.

'**Participating VOW Data Members**' means a Member that: (i) operates a VOW for the sole purpose of allowing Consumers that have a bona fide interest in the purchase, sale, or lease of real estate, of the type being offered through Member's VOW, to view Member's VOW; and (ii) executes an agreement in the form of this TREB VOW Datafeed Agreement..

'**Personal Information**' *Personal Information Protection and Electronic Documents Act S.C. 2000, c.5*, as such legislation may be amended from time to time.

'**Purpose**' means to permit Member to display on Subscriber Website given VOW Data which is transmitted through an VOW Datafeed to Member for the purpose of use by Consumers that have a bona fide

interest in the purchase, sale, or lease of real estate of the type being offered through Subscriber Website and for the purpose of Member carrying on its business of a bona fide trade in real estate in Ontario for the Brokerage that employs it.

'**REBBA**' means the *Real Estate and Business Brokers Act, 2002* S.O. 2002, c. 30 and the regulations thereunder, as such legislation may be amended from time to time.

'**Services**' shall have the meaning set out at Article 4 herein.

'**Third Party Service Provider**' refers to an entity or person designated by an IDX Data Subscriber to operate a Subscriber Website on behalf of IDX Data Subscriber, subject to IDX Data Subscriber's supervision, accountability and compliance with the TREB Requirements and this Agreement. No Third Party Service Provider has independent participation rights in the TREB MLS® System or IDX System by virtue of its right to receive information on behalf of an IDX Data Subscriber. No Third Party Service Provider has the right to use IDX Data except such data used in connection with operation of a Subscriber Website on behalf of one or more IDX Data Subscribers. Access by a Third Party Service Provider to any such data is derivative of the rights of the IDX Data Subscriber on whose behalf the Third Party Service Provider operates a Subscriber Website.

'**TREB Intellectual Property**' shall have the meaning set out at Article 7 of this Agreement.

'**Virtual Office Website**' or '**VOW**' refers to a Member's secure password-protected internet website, or a feature of a Member's internet website, through which the Member is capable of providing real estate brokerage services to Consumers for the Purpose, subject to the Member's oversight, supervision, and accountability and in accordance with the VOW Policy and Rules and includes any website maintained and operated by an AVP on behalf of Member.

'**VOW Data Feed**' means an electronic transmission of data from TREB to Member or AVP, which data consists of such Listing Information that TREB has agreed, pursuant to this Agreement, to provide to Member or AVP, as applicable, from time to time in its sole discretion, which information transmitted will, at all times, be subject to the VOW Policy and Rules and this Agreement.

'**VOW Policy and Rules**' refers to that part of the MLS® Rules and Policies governing VOWs.'

ARTICLE 4 SERVICES, LICENSE, FEES

4.1 Services and License. Subject to the terms and conditions of this Agreement and the VOW Policy and Rules, TREB will provide to Member or AVP, if operating Member's VOW on behalf of Member, a VOW Datafeed to Member or AVP, solely and exclusively for the Purpose ('Services'). Subject to the terms and conditions of this Agreement, TREB hereby grants to Member and AVP, if operating Member's VOW on behalf of Member, a non-exclusive, non-

transferable, non-sublicensable, revocable limited license to use such Listing Information as may be provided to Member or AVP through the VOW Datafeed solely and exclusively for the Purpose.

- 4.2 Fees and Payment. In consideration for the Services and rights granted under this Agreement, Member agrees to pay to TREB the non-refundable license fees and other fees described at Schedule A attached to this Agreement (the 'Fees') as may be amended by TREB from time to time. The Fees shall be due and payable as provided at Schedule A attached hereto.
- 4.3 Payment Default. In the event that Member is late or otherwise fails to pay any such payment due hereunder, Member shall be liable to TREB for such amounts until paid and Member shall pay interest at the rate of 1.25% per month on all outstanding amounts from the date the amount was due until the full amount is received by TREB. Member shall also reimburse TREB for all expenses and costs incurred by TREB for collection of unpaid amounts, including, without limitation, legal fees and costs. TREB is entitled to receive the amounts provided under this Agreement in addition to any other rights or remedies available to TREB with respect to Member and/or AVP's breach of any obligation under this Agreement.
- 4.4 Own Expenses and Costs. Member and AVP shall each be responsible for its own expenses and costs under this Agreement, and TREB shall have no obligation whatsoever to reimburse AVP or Member for any expenses or costs incurred by AVP or Member in the exercise of Member's or AVP's rights or in the performance of Member's and AVP's duties under this Agreement.

ARTICLE 5 VOW DATAFEED, MONITOR, SECURITY, AUDIT

- 5.1 Means of Receiving VOW Datafeed. Receipt by Member or AVP of the VOW Datafeed shall be exclusively by the means, including the format and method of delivery, designated by TREB from time to time. TREB may, in its sole discretion and at any time, change the means and nature of delivery of VOW Datafeed to Member or AVP. TREB will endeavour to provide reasonable notice to Member and AVP (if applicable), but is not obligated to do so.
- 5.2 TREB Monitoring Rights and Access to Member's VOW. Member shall, at all times, make Member's VOW readily accessible to TREB and Participating VOW Members for purposes of verifying compliance with the VOW Policy and Rules and this Agreement. Without limiting the generality of the foregoing, for security, monitoring and network maintenance purposes, and the like, at any time, TREB and Participating VOW Members are authorized, but not obligated, to monitor and access applications and systems, monitor network traffic and usage, and to obtain full access to Member's VOW and systems to ensure that any information transmitted through a VOW Datafeed is displayed on Member's VOW in accordance with this Agreement and with the VOW Policy and Rules. Member and AVP agree to render reasonable assistance and cooperation to TREB if so requested in

connection with any of the foregoing.

- 5.3 Interruption, etc. of VOW Datafeed. TREB shall not be obligated to make any changes to TREB server(s), including any software running on TREB server(s), the configuration, applicable protocols, or any other aspect of TREB server(s) for any reason. Member and AVP acknowledge that TREB's MLS® System, or the receipt of the VOW Datafeed may, from time to time, be unavailable to Member or AVP for any reason, including without limitation, whether because of technical failures or interruptions, hardware malfunctions, software malfunctions, upgrades, intentional downtime for service, or changes to TREB server(s), causes beyond the reasonable control of TREB and/or not reasonably foreseeable by TREB, or otherwise. Member and AVP agree that any modification of TREB server(s), any interruption, delay, omission, or unavailability of the VOW Datafeed, the Services, or receipt of, or display of VOW Datafeed shall not constitute a default under this Agreement. TREB shall not, in any way be responsible for any such interruption or prevention of receipt of and/or display of the VOW Datafeed and/or Services and TREB shall have no liability of any nature to Member or AVP for, and Member and AVP waive all claims arising out of, any of the foregoing, or otherwise.
- 5.4 Member and AVP Security and Audit Member and AVP shall utilize appropriate security protection measures, such as firewalls and shall maintain an audit trail of Consumers' activity on Member's VOW and through any AVP server and make that information available to TREB, if TREB has determined in its sole discretion that any VOW or AVP server has been the cause of, or permitted a breach in, the security of TREB's MLS® System, Listing Information or VOW Datafeed or a violation of any VOW Policy or Rules.
- 5.5 Use of Internet. Member and AVP acknowledge that there are certain security, corruption, transmission errors, and access availability risks associated with using open networks such as the internet and Member and AVP hereby expressly assume all such risks. TREB shall not be responsible for any failure in providing the VOW Datafeed and/or use or access of Listing Information due to malfunction or loss of Member or AVP system or internet service providers or from the malfunction or failure of hardware, software or services used by Member or AVP.
- 5.6 Member and AVP Software and Hardware. Each of Member and AVP is solely responsible, at its expense, for acquiring, providing, servicing, updating, maintaining, and ensuring the compatibility with, all the software, hardware and communication services owned or operated by it, in order to ensure access to the VOW Datafeed in accordance with the terms herein.
- 5.7 Notification. Member and AVP shall each promptly notify TREB if either becomes aware of any error, bug, or security breach, or any unauthorized use, reproduction or distribution of any VOW Datafeed. Subject to the foregoing, Member and AVP shall each maintain all

such information in confidence in accordance with the confidentiality provisions herein.

- 5.4 Liability for Use of VOW Datafeed. Member is responsible for any liability or loss of goodwill associated with problems of data integrity, accuracy or timeliness arising from Member's use, either directly, or indirectly through AVP, of TREB's MLS® System, Listing Information, and/or any information transmitted through a VOW Datafeed.

ARTICLE 6 CONDITIONS AND RESTRICTIONS ON USE

- 6.1 Compliance. In using the Listing Information or any part thereof, Member and AVP must comply with the terms and conditions of this Agreement and all of the VOW Policy and Rules.
- 6.2 Restrictions. Except as expressly authorized in this Agreement, Member and AVP shall not facilitate, cause, assist, or allow any person or third party, directly or indirectly, to do under any circumstances whatsoever, any unauthorized activity, including without limitation any of the following:
- (a) access or use any information transmitted through a VOW Datafeed in a manner that is contrary to or in violation of this Agreement, The VOW Policy and Rules or applicable laws or regulations and/or for any purpose other than as permitted herein. Without limiting the generality of the foregoing, except as permitted herein, Member and AVP shall not use any information transmitted through a VOW Datafeed in connection with any website (other than display on Member's VOW), wireless device, other electronic or digital devices, or any other means, or internet posting, advertising, unsolicited products or services, promotional material or any other display, distribution, publication or republication to the public or any group or third party;
 - (b) assist, allow or permit any person or entity to gain access to or use any information transmitted through a VOW Datafeed by or through Member or AVP, or access or use any such information to provide service bureau, hosting or time-sharing services or to support the operations of any other person or entity;
 - (c) use or attempt to use another Participating VOW Member's or AVP's password, access code, or other access information, to gain access to or use of the VOW Datafeed;
 - (d) fail to maintain reasonable security precautions to protect its password, or other access information from unauthorized access, use or disclosure, fail to maintain reasonable security precautions to prevent scraping, data mining, data piracy and other unauthorized access, use and/or exploitation of any information transmitted through a VOW Datafeed, including failing to monitor its website for indications that any such information is being scraped, mined, or other unauthorized access, use and/or exploitation of any such information and/or fail to immediately notify TREB upon becoming aware of any of the foregoing;
 - (e) attempt, in any way whatsoever, to circumvent any computer

security measures or resource restrictions, or attempt to gain unauthorized access to TREB operating systems, networks, and/or servers including by obscuring or falsifying the identity of Member or AVP;

(f) distribute, redistribute, copy, produce, reproduce, publish, republish, duplicate, alter, modify, or transfer, any information transmitted through a VOW Datafeed, or merge any such information with other data, or publish any Listing Information in any form, or create any derivative work(s) or adaptation(s) based on, or in any other way exploit any such information;

(g) scrape, data mine, download, distribute, redistribute, export, merge, deliver, transfer, or transmit any information transmitted through a VOW Datafeed, including to any computer, wireless device, mobile device, or any other electronic or digital device, except downloading to Member or AVP server, as applicable, as permitted under this Agreement. Without limiting the foregoing, prohibited uses include 'screen scraping', 'database scraping' and any other activity intended to collect, store, reorganize, profile, extract patterns, and/or manipulate any information transmitted through a VOW Datafeed;

(h) market, sell, resell, assign, exchange, barter or transfer, convey, loan, lease, rent, grant access to, license or sublicense, or in any other manner exploit any information transmitted through a VOW Datafeed. Member and AVP agree to take all reasonable steps necessary to protect all information transmitted through a VOW Datafeed from any of the foregoing, including but not limited to, unauthorized access, distribution, reproduction, copying, use, or in any other way, exploit any information transmitted through a VOW Datafeed;

(i) access or use the VOW Datafeed in a manner that is contrary to or in violation of this Agreement, VOW Policy and Rules and/or for any purpose other than as permitted herein;

(j) use a robot, spider, scraper, or other automatic device, software, or manual process for any purpose, including to directly or indirectly access, monitor, or copy any information transmitted through a VOW Datafeed;

6.3 Conditions on Operating VOW. In operating its VOW, in addition to its obligations under this Agreement and the VOW Policy and Rules, Member shall comply with the following requirements, as may be amended from time to time in TREB's sole discretion

(a) No Listing(s) other than the Listing Information transmitted through a VOW Datafeed may be displayed on Member's VOW.

(b) The number of Listing(s) that Consumers may view or retrieve on or from a Member's VOW in response to an inquiry will be limited to 100 Listing(s);

(c) The listing Brokerage must be clearly displayed for all Listing(s) including thumbnail views. The listing Brokerage must be in the same font and size as the other Listing(s) details and not visually separated

from the Listing(s) display;

(d) The display of other Brokerages' Listing(s) obtained from other sources (e.g., other MLS® non-participating Brokerages, etc.) on Member's VOW shall display the source from which each such Listing(s) was obtained.

(e) The contact information of the Member operating the VOW must be clearly separated from the detail display of a Listing(s) which is listed by a Brokerage other than the Member's own Listing(s).

(f) The content of any information transmitted through a VOW Datafeed, or any portion thereof, may not be changed in any way from the content as it is provided by TREB. Notwithstanding the foregoing, any information transmitted through a VOW Datafeed may only be reformatted but only to the extent of choosing which fields to display based on objective criteria such as geography or type of property.

(g) Each Member VOW must be preapproved by the Broker of Record or its designate using TREB's online agreement system, an executed copy of which shall be provided to TREB.

(h) Member shall ensure that the information transmitted through a VOW Datafeed displayed on Member's VOW is refreshed not less than every 24 hours.

(i) Member shall have a notice on all VOW Datafeed displayed on Member's VOW indicating that the information is deemed reliable but is not guaranteed accurate by TREB.

(j) Member's VOW must not claim to provide full access to TREB's MLS® System.

(k) Member shall prominently post a notice on Member's VOW stating that the Member's VOW may only be used by Consumers that have a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through Member's VOW. The following notice may be used: 'The information provided herein must only be used by consumers that have a bona fide interest in the purchase, sale, or lease of real estate and may not be used for any commercial purpose or any other purpose.'

6.4 Authorization of AVP to Receive VOW Datafeed. AVP hereby acknowledges and agrees that (i) AVP has no independent member rights in Listing Information received via a VOW Datafeed by virtue of this Agreement; (ii) AVP shall not use Listing Information except such Listing Information as may be provided through a VOW Datafeed in connection with operation of Member's VOW pursuant to this Agreement; and (iii) receipt by AVP of the VOW Datafeed is derivative of the rights of Member. For greater certainty, the termination of the rights and license granted herein to Member shall result in the termination of the rights and license granted herein to AVP.

ARTICLE 7 INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

7.1 Ownership of Intellectual Property. AVP and Member acknowledge and agree that the MLS® Database, TREB's MLS® System, Listing

Information, MLS® data and VOW Datafeed are proprietary to TREB and/or its licensors and are protected by copyright, trademark, patent and other intellectual property laws of Canada and international treaties and conventions and by any other applicable laws (collectively 'TREB Intellectual Property'). AVP and Member each further acknowledges and agrees that all right, title, and interest (including without limitation all copyright, trademark, patent and trade secret rights) now existing or hereafter coming into force, in and to TREB Intellectual Property are and shall remain the sole property of TREB and/or its licensors. Nothing in this Agreement shall be construed as conveying or granting to AVP or Member an interest or right of any kind, express or implied, in or to any of TREB's and/or its licensor's intellectual property, proprietary rights and any other rights, including in relation to all of the foregoing, except for the limited rights granted herein.

- 7.2 Trademark License. TREB further grants to Member or AVP, if AVP is operating Member's VOW, a limited, non-exclusive, non-transferable, non-sublicensable revocable license to use TREB's trademark(s) identified in Schedule B attached hereto ('TREB Trademark') for the sole purpose of identifying TREB as the owner of any TREB Intellectual Property, including any TREB Trademark(s) and any associated goods/services. TREB may subsequently grant similar rights to Member and AVP, if AVP is operating Member's VOW, to use other trademarks of TREB, and Member and AVP's use thereof shall be subject to applicable provisions of this paragraph and any other requirements as may be provided by TREB from time to time.
- 7.3 No Rights. Member and AVP acknowledge and agree that they do not have any rights to and shall not obtain, through the terms of this Agreement or otherwise, any rights in connection with any trademarks, copyright, patents, and/or other proprietary or intellectual property rights of TREB and/or its licensors, now or hereafter coming into existence, including without limitation, in and to TREB Intellectual Property, and any part of, or relating to, any of the foregoing.
- 7.4 Restrictions. Member and AVP shall not, nor shall either assist any person or entity, in Canada, or any other country or territory, to: (a) take any action or cause or permit anything that will impair, negate, invalidate, jeopardize, violate, diminish the value, infringe or otherwise, the intellectual property and/or proprietary rights of TREB and/or its licensors, including without limitation, in and to TREB Intellectual Property and TREB trademarks (including the TREB Trademark) copyright and/or patents, and any part of, or relating to, any of the foregoing; (b) directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property and proprietary rights of TREB and/or its licensors including, without limitation, in and to TREB Intellectual Property, TREB trademarks (including the TREB Trademark) copyright and/or patents, and any part of, or relating to, any of the foregoing; and/or (c) claim, assert any

rights or interest to, use, or apply to register, record, or file any trademark or design application that is identical or similar to TREB's trademarks (including the TREB Trademark).

- 7.5 Waiver of AVP Claims. Each of AVP and Member waives any claims against TREB resulting from rights that others may assert against Member and/or AVP based on Member and/or AVP's exercise of the rights granted under this Agreement, including without limitation claims of trademark, copyright or patent infringement and/or violation of other intellectual property or proprietary rights.
- 7.6 Proprietary and Other Notices. Each of Member and AVP agrees that it will include and not alter or remove any trademark, copyright, other notices, and/or any disclaimers or other legends located or used on or in connection with the Listing Information and/or the VOW Datafeed and any part of, or relating to, any of the foregoing, as required by TREB from time to time.

ARTICLE 8 CONFIDENTIAL INFORMATION

- 8.1 Confidential Information. Confidential Information. For the purposes herein, 'Confidential Information' means any and all information and material proprietary to TREB and/or its licensors and not generally known to the public, including but not limited to confidential information, trade secret information, knowledge, processes, systems, technology, software and data and information of every kind, including any information transmitted through a VOW Datafeed (except to the extent to which this Agreement permits disclosure), disclosed by TREB to Member or AVP, or that Member or AVP may obtain knowledge or access to as a result of this Agreement. Without limiting the generality of the foregoing, TREB may mark Confidential Information 'confidential' or 'proprietary' but regardless of whether so marked or identified, any information or material, whether in oral, visual, audio, electronic, written or other form, that Member and AVP each knew or ought to have known was considered confidential or proprietary to TREB and/or its licensors will be considered Confidential Information.
- 8.2 Exclusions. Notwithstanding the foregoing, Member and AVP shall not have any obligation under this Article 8, as evidenced by written record, with respect to any information, knowledge and/or data disclosed pursuant hereto to the extent same: (a) is or hereafter becomes part of the public domain through no wrongful act of Member or AVP; (b) is known to Member or AVP free of any obligation of confidentiality at the time of first disclosure hereunder; (c) is lawfully obtained by Member or AVP from a third party without obligation of confidentiality; (d) is independently developed by Member or AVP; or (e) is disclosed pursuant to a court order or other legal compulsion provided, however, that prior to any such disclosure, Member or AVP, as applicable shall, unless legally prohibited, promptly notify TREB in writing of the requirement or request to disclose, and cooperate with TREB in protecting against or limiting the

scope of any such disclosure.

8.3 Confidentiality. Member and AVP each covenants and agrees that it shall: (a) receive and maintain all Confidential Information received hereunder in strict confidence; (b) use Confidential Information received hereunder strictly as permitted herein, lawfully exercising the rights and/or performing its obligations hereunder and for no other purpose whatsoever; (c) use the highest degree of care to protect and handle Confidential Information received hereunder; and (d) advise TREB immediately of any circumstances, incidents or events which may impact, compromise, or in any way relate to, the privacy, confidentiality, availability or security of Confidential Information, including, without limitation, the violation or non-observance of any term or condition contained in this Agreement.

8.4 Ownership of Confidential Information. All Confidential Information is and will remain the exclusive property of TREB and/or its licensors, and Member and AVP will have no rights, by license or otherwise, to Confidential Information except as expressly provided herein.

ARTICLE 9 PRIVACY

9.1 Compliance with Privacy Laws. Member and AVP shall each ensure that all Personal Information that may be collected by Member and AVP in connection with its access to or use of any information transmitted through a VOW Datafeed will be collected, used, disclosed and maintained strictly in accordance with the requirements of applicable privacy legislation including the *Personal Information Protection and Electronic Documents Act* and with the MLS® Rules and Policies

9.2 Listings. Member and AVP each will, at all times, treat any personally identifiable information contained in any information transmitted through a VOW Datafeed as Personal Information and will protect and safeguard such Personal Information from any collection, use or disclosure that is not expressly permitted by this Agreement.

9.3 Consent. By agreeing to the terms of this Agreement and by accessing and using any information transmitted through a VOW Datafeed and exercising any other rights granted herein, Member and AVP each consents to the collection, use and disclosure of its Personal Information by TREB in accordance with TREB's privacy policy located at TREB's website, including to the extent necessary for TREB to communicate with Member and AVP and to administer and enforce this Agreement and the MLS® Rules and Policies. Member and AVP each acknowledges having read, understanding and agreeing to be bound by such privacy policy.

ARTICLE 10 DISCLAIMER AND LIMITATION OF LIABILITY

10.1 DISCLAIMER. BROKERAGE, AVP AND MEMBER ACKNOWLEDGE AND AGREE THAT THE SERVICES, THE VOW DATAFEED, LISTING INFORMATION AND SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS, WITHOUT ANY GUARANTEE, REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND,

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY, TITLE OR NON-INFRINGEMENT OR WITH RESPECT TO THE ACCURACY, CORRECTNESS, CURRENCY, RELIABILITY, USEFULNESS, OR COMPLETENESS OF LISTING INFORMATION OR VOW DATAFEED OR WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY SERVICES LISTING INFORMATION, VOW DATAFEED AND THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. TREB MAKES NO GUARANTEE, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WHATSOEVER WITH RESPECT TO THE ADEQUACY OF SERVICES OR LISTING INFORMATION OR VOW DATAFEED OR SERVICES FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ADEQUACY OF THE SERVICES TO PRODUCE ANY PARTICULAR RESULT OR THAT THE SERVICES, VOW DATAFEED, OR LISTING INFORMATION WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.

10.2 LIMITATION OF LIABILITY. NEITHER TREB NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WILL BE LIABLE TO BROKERAGE, AVP, MEMBER OR ANY THIRD PARTY (INCLUDING MEMBER'S CLIENTS OR CUSTOMERS) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR OTHER DAMAGES OF ANY NATURE INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR REVENUE OR GOODWILL, OR INTERRUPTION OF BUSINESS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY INACCURATE, INCORRECT, UNRELIABLE, NOT CURRENT, NOT USEFUL, OR INCOMPLETE SERVICES, LISTING INFORMATION OR VOW DATAFEED, THE TERMINATION OF THIS AGREEMENT, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, VOW DATAFEED, AND/OR THE USE OF ANY SERVICES, LISTING INFORMATION OR VOW DATAFEED MADE AVAILABLE PURSUANT HERETO, HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FUNDAMENTAL BREACH OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

10.3 THIRD PARTY WEBSITES. THE INFORMATION TRANSMITTED THROUGH A VOW DATAFEED MAY INCLUDE LINKS TO THIRD PARTY WEBSITES OR FEEDS FROM THIRD PARTY WEBSITES (COLLECTIVELY 'THIRD PARTY WEBSITES'). TREB DOES NOT WARRANT OR ENDORSE THE CONTENT CONTAINED IN ANY

THIRD PARTY WEBSITE. TREB DOES NOT MAKE ANY ENDORSEMENT, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR STATUTORY, OF ANY KIND REGARDING ANY THIRD PARTY WEBSITE, INCLUDING REGARDING THE LEGALITY, ACCURACY, RELIABILITY, QUALITY, USEFULNESS, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, SECURITY, OR SUITABILITY OF ANY CONTENT ON A THIRD PARTY WEBSITE OR WHETHER OR NOT ANY NECESSARY CONSENTS REQUIRED UNDER APPLICABLE PRIVACY LAWS OR OTHER LAWS FOR ANY ASPECT OF ANY THIRD PARTY WEBSITE HAVE BEEN PROPERLY OBTAINED. TREB DOES NOT MAKE ANY ENDORSEMENT, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT, FUNCTIONS, GOODS OR SERVICES ON OR MADE AVAILABLE THROUGH ANY THIRD PARTY WEBSITES OR THAT THE OPERATION OF ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED, FREE OF ERROR, VIRUSES, DEFECTS, OR ANY OTHER HARMFUL COMPONENTS OR THAT ANY OF THE FOREGOING WILL BE CORRECTED. THE CONTENT, FUNCTIONS, GOODS AND/OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITE IS NOT UNDER TREB'S CONTROL IN ANY WAY WHATSOEVER AND IF AVP OR MEMBER CHOOSES TO ACCESS OR HAVE ANY DEALINGS WITH ANY THIRD PARTY WEBSITE, AVP AND MEMBER DO SO ENTIRELY AT THEIR OWN RISK.

ARTICLE 11 INDEMNITY AND REPRESENTATIONS AND WARRANTIES

11.1 Indemnity. Brokerage, Member and AVP jointly and severally agree to indemnify, defend and hold harmless TREB, its officers, directors, employees, and agents, from and against any and all claims, demands, suits, proceedings, actions, causes of action, and/or liability of any kind whatsoever, for any and all damages, losses, costs and/or expenses (including the payment of all legal expenses, including reasonable attorneys' fees and costs), arising out of or related to, any and all breaches by Member and/or AVP of any term or condition of this Agreement, including any breach of representation or warranty set forth in this Agreement, receipt of the VOW Datafeed, and the use and display of information transmitted through a VOW Datafeed. Each of Brokerage and Member is and shall be fully and directly liable for any breach by AVP under this Agreement. TREB shall have the right to control its own defense and engage legal counsel acceptable to TREB.

11.2 Representations and Warranties.

(a) Each party represents and warrants to the others that this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms.

(b) Member represents and warrants that: (i) information transmitted through a VOW Datafeed will be used by Member and AVP strictly as permitted herein; (ii) it has executed an agreement with AVP establishing the AVP's right to receive and access VOW Datafeed (per the 'VOW Datafeed Transfer Authorization' in the TREB Online Agreement system) and shall provide to TREB a copy of such agreement in which the Member acknowledges its selection of AVP to operate a VOW on its behalf; (iii) it has made AVP aware of the VOW Policy and Rules; (iv) its VOW terms of use are compliant with the VOW Policy and Rules and it has made AVP aware of such terms of use; (v) it is a Member in good standing in accordance with TREB's By-laws and REBBA; and (vi) the execution of this Agreement and/or the performance of Member's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which Member is bound. (c) AVP represents and warrants that: (i) it is not and shall not be under any disability, restriction, or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement; (ii) that the grant of rights herein to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful; and (ii) that the grant of rights herein to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful; and

ARTICLE 12 TERM AND SUSPENSION OR TERMINATION

- 12.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in force until or unless suspended or terminated as further described herein.
- 12.2 Suspension. In the event Member or AVP is in breach of this Agreement, or of any of the MLS® Rules and Policies, as determined by TREB in its sole discretion, TREB may immediately suspend without notice Member's and AVP's access to and use of the VOW Datafeed. TREB may end a suspension, at its sole discretion, by notice to Member.
- 12.3 Termination. Without limiting any other rights or remedies available to TREB under the terms of this Agreement, the VOW Policy and Rules, at law or in equity, TREB may immediately terminate this Agreement and Member's and AVP's access to and use of the VOW Datafeed, in which case Member and AVP shall comply with any applicable procedures and obligations contained herein and/or in the MLS® Rules and Policies in the event of any of the following:
- (a) Member or AVP is in breach of:
 - (i) any term or condition of this Agreement, which is not cured (if capable of being cured) within 10 days after notice from TREB;
 - (ii) any representation, warranty, covenant, term or condition contained in the VOW Policy and Rules, which is not cured within the

applicable cure period, if any, as set forth in the VOW Policy and Rules in respect of the specific breach; or

(iii) any provisions contained in REBBA, the TREB By-Laws or any other applicable laws;

(b) AVP no longer being designated by the Member to operate Member's VOW

(c) Member ceasing to maintain its status with TREB;

(d) Member or AVP accessing or downloading any VOW Datafeed in a manner not authorized for Participating VOW Members and/or that hinders the ability of Participating VOW Members from accessing, receiving and/or downloading any VOW Datafeed to Participating VOW Members' VOW;

(e) Member or AVP violating or breaching any MLS® Rules and Policies or this Agreement; or

(f) Member or AVP failing to make any required payments to TREB.

- 12.4 Notice of Termination. Member may elect to no longer display VOW Datafeed on its VOW and thereby terminate this Agreement upon fifteen (15) business days written notice to TREB of such termination and upon completion of the 'VOW Datafeed Member Unsubscribe Notice', provided via the TREB Online Agreements system, an executed copy of which shall be submitted to TREB.
- 12.5 Discontinuance of VOW System. In the event TREB, in its sole discretion, decides at any time to discontinue offering a VOW Datafeed, TREB may terminate this Agreement and accordingly terminate Member and AVP access to and use of VOW Datafeed.
- 12.6 Return, Destruction, etc.. Each of Member and AVP shall permanently cease all use of Confidential Information, Personal Information, information transmitted through a VOW Datafeed, and any other proprietary and confidential information received hereunder upon any suspension or termination of its access to and use of the VOW Datafeed pursuant to this Agreement and shall promptly, by secure means, permanently delete, erase and destroy any and all Confidential Information, Personal Information, information transmitted through a VOW Datafeed and any materials (in any medium) containing or reflecting any Listing Information including all copies, extracts, reproductions, or otherwise, in whole or in part, that each has stored anywhere and by any means, including without limitation on magnetic media or other electronic or digital storage, including all backup copies, in its possession or under its control, as well as any copies in the possession or under the control of its representatives, immediately upon termination of this Agreement, but in any event, not later than seven (7) days after termination of this Agreement, for any reason whatsoever. Member and AVP shall each certify in writing to TREB that each has complied with all of the foregoing.
- 12.7 Effect of Suspension or Termination; Survival. Upon any suspension or termination of this Agreement for any reason whatsoever, any and

all licenses and rights granted herein to Member and AVP to access and use the VOW Datafeed and any information transmitted through a VOW Datafeed shall immediately terminate. Suspension or termination of this Agreement, for any reason whatsoever, shall not limit TREB from pursuing any other remedies available to it under the MLS® Rules and Polices, or at law or in equity, including, if applicable, injunctive relief.

- 12.8 Nonrefundable. No Fees, portion of the Fees, or other fees payable by AVP or Member under this Agreement will be refunded to AVP or Member upon suspension or termination of this Agreement for any reason whatsoever.
- 12.9 TREB Requirements. Suspension or termination of this Agreement for any reason whatsoever shall not release each of Brokerage, AVP and Member from the responsibilities, obligations, liabilities, and/or indemnifications set forth in this Agreement, including the VOW Policy and Rules which responsibilities, obligations, liabilities, and/or indemnifications shall survive the termination of this Agreement.

ARTICLE 13 REMEDIES

- 13.1 Remedies. Member and AVP agree that a breach of this Agreement will result in immediate and irreparable injury and harm to TREB. In such event, TREB shall have the right to immediately terminate the right of Member and AVP to receive the VOW Datafeed and to obtain an injunction, specific performance, and/or other equitable relief to prevent the breach under this Agreement; provided, however, that this shall in no way limit any other remedies which TREB may have including, without limitation, the right to seek monetary damages.

ARTICLE 14 GENERAL

- 14.1 Notices. Any notice, direction or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered personally, mailed by prepaid registered mail, or transmitted by facsimile or other form of recorded communication to the appropriate party at the address provided in this Agreement. Any party may change its address for service from time to time by written notice given to the other parties in accordance with this Agreement. Notwithstanding the foregoing, Member and AVP hereby agree and consent to the receipt of electronic legal notices regarding this Agreement upon access to the VOW Datafeed.
- 14.2 Entire Agreement. The terms of this Agreement, together with the VOW Policy and Rules, constitute the entire agreement between the parties with respect to the subject matter herein. There are no representations, warranties, terms, conditions, promises, undertakings or collateral agreements, oral or written, among the parties with respect to the subject matter herein other than those set forth or expressly referred to herein.
- 14.3 Amendment. TREB may, in its sole discretion, change, modify, add or delete portions of this Agreement at any time and from time to time without notice to Member and AVP by posting the then current version

of this Agreement on TREB's website or TREB's MLS® System.

- 14.4 Further Assurances. The parties shall, from time to time, execute and deliver all such other and further deeds, documents, instruments and assurances as may be reasonably necessary or required to carry into force and effect the purpose and intent of this Agreement.
- 14.5 Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between TREB and AVP or between TREB and Member. Neither Member nor AVP has any express or implied authority to assume or create any obligations on behalf of TREB or to bind TREB to any contract, agreement or undertaking with any third party.
- 14.6 Waiver. The waiver by TREB or the failure of TREB, to require or enforce the performance of any provision of this Agreement or to take action with respect to any breach of any term, covenant, or condition herein contained shall not be construed as a waiver of any provision or right nor to be deemed to be a continuing waiver or waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. A waiver by TREB of any default hereunder or of any of the terms and conditions of this Agreement shall be in writing signed by TREB and shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- 14.7 Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement may be sublicensed, conveyed, sold, given, assigned or otherwise transferred, including by operation of law, by Member or AVP, without the prior written consent of TREB. TREB may assign its rights and obligations under this Agreement.
- 14.8 Enurement. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 14.9 Governing Law and Forum. This Agreement shall be governed by and construed in accordance the laws of the Province of Ontario and the federal laws of Canada applicable therein (without reference to its conflict of laws or choice of law principles). The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario and the federal courts of Canada with subject matter jurisdiction with respect to any matter arising hereunder or relating hereto.
- 14.10 Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, the validity, legality and enforceability of any of the remaining provisions or part thereof shall not in any way be affected or impaired.
- 14.11 Force Majeure. TREB shall not be responsible to Brokerage, Member or AVP or any third party for any failure or delay in performance due to circumstances or causes beyond its reasonable control, including

any labour dispute, acts of God, natural disasters, fire, utility or communications failures, vandalism, war, acts of terrorism, riots, embargoes, or laws, regulations or orders of any governmental or regulatory entity.

- 14.12 Headings, Gender, Number and Including. The division of this Agreement into articles and sections and the use of headings are for purposes of reference only and shall not limit or otherwise affect the interpretation of this Agreement. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, words importing a specific gender include all genders and words importing the singular include the plural and vice versa. Where the word 'including' or 'includes' is used in this Agreement, it means 'including (or includes) without limitation'.
- 14.13 Language. This Agreement and any documents relating thereto have been prepared in the English language at the express request of the parties. Les parties ont exigé, et par les présentes confirment leur demande, que ce contrat soit rédigé en anglais seulement.
- 14.14 Survival. The following Articles shall survive the suspension or termination of this Agreement, regardless of the reasons for suspension or termination, in addition to any other provision herein which by law or by its nature should survive: Articles 1 to 3 and 5 to 14.
- 14.15 Execution. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Each of the parties acknowledges and agrees that the act of checking the box below, as applicable, will attribute its signature to this Agreement with the intent to create a binding agreement with the same legal effect, validity and enforceability of a handwritten signature and paper document.

ACKNOWLEDGEMENT AND AGREEMENT

I, **MEMBER NAME**, acknowledge and confirm that I have read, understand and agree to the terms and conditions of this VOW Datafeed Transfer Authorization Agreement.

Member Legal Name: **LEGAL NAME** Member Trade Name: **TRADE NAME**

Member Membership#: **MEMBER#**

Brokerage: **BROKERAGE NAME**

Brokerage Address: **BROKERAGE ADDRESS**

Member Email: **EMAIL ADDRESS**

I, **MEMBER NAME**, the VOW Subscriber (the Member) acknowledge that the selected AVP and the entire VOW Datafeed Agreement must still be acknowledged and approved by both my Broker of Record and TREB before it is active, and that upon approval by TREB I will receive an email acknowledgement with a full copy of the agreement in PDF format.

VOW DATAFEED TRANSFER AUTHORIZATION

I, **MEMBER NAME**, acknowledges to TREB that the Member and Brokerage identified above along with all of its associated offices, approve the undersigned AVP to receive VOW Datafeed on behalf of Member, as described in the VOW Data Agreement.

Member hereby authorizes and directs TREB to permit access of VOW Datafeed to AVP identified in this Authorization pursuant to the terms and conditions of the VOW Data Agreement executed between TREB, Member and AVP and agreed to and acknowledged by Brokerage.

Member represents, warrants and covenants that the VOW Datafeed will be received and used by AVP (i) as an authorized agent of the Member only for the purposes set out in the VOW Data Agreement, (ii) only by the AVP on behalf of the Member and for no other purpose or person, and (iii) in full compliance with all applicable laws, statutes and regulations including the Personal Information Protection and Electronic Documents Act (Canada) and the TREB Requirements.

Member represents and warrants to TREB that it has obtained the consent of the AVP contact identified herein in order for TREB to send emails regarding this TREB VOW Datafeed Agreement to the specified email address in compliance with applicable law and that it will notify TREB immediately in the event such consent is withdrawn.

Member covenants and agrees that as between it and TREB, it will be fully responsible for the actions and omissions of AVP. Should AVP use the VOW Datafeed in any way that contravenes this Authorization, including without limitation, in a manner not permitted by the VOW Data Agreement, TREB shall immediately cease delivery of the VOW Datafeed to such AVP without prejudice to any other rights or remedies TREB may have against Member or AVP.

This Authorization includes all the terms and conditions set out in the VOW Data Agreement, which each of Brokerage, Member and AVP acknowledges having read, understood and executed and to which each agrees and acknowledges it is bound.

ACKNOWLEDGEMENT AND AGREEMENT BY BROKERAGE

I, **BROKER NAME**, Broker of Record for the Brokerage identified herein, hereby acknowledge and confirm for and on behalf of the Brokerage that it has read, understands and agrees to be bound by the terms and conditions of this TREB VOW Datafeed Agreement and specifically including sections 2.4, 6.3(g), 10.1, 10.2, 11.1, 12.9, 14.11 herein, and further that:

1. this Agreement is valid, binding and enforceable with respect to Brokerage;
2. it is and shall be fully and directly liable for any breach or any other unauthorized activity by Member and AVP under, or in any way relating to, this Agreement; and
3. TREB shall have no liability of any nature to Brokerage for, and waives all claims arising out of or related in any way, to this Agreement

I, **AVP CONTACT** confirm that I have the authority to bind, **AVP NAME**, the AVP identified herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, accept and agree to the terms and conditions of this TREB VOW Datafeed Agreement and VOW Datafeed Transfer Authorization for and on behalf of the AVP.

AVP Name: **AVP NAME**

AVP Contact: **AVP CONTACT**

AVP Email: **AVP EMAIL**

AVP Phone: **AVP PHONE #**

AVP Signatory: **AVP CONTACT**

Brokerage: **BROKERAGE NAME**

Broker/Branch Code: **BROKER CODE - BRANCH CODE**

Brokerage Address: **BROKERAGE ADDRESS**

Broker of Record Legal Name: **LEGAL NAME** Broker of Record Trade Name: **TRADE NAME**

I, **BROKER NAME**, the Broker of Record for the Brokerage identified herein, acknowledge and confirm to TREB that the Brokerage, along with all of its associated offices, approves the Member VOW to receive VOW Datafeed from TREB, either directly or through its AVP, as described in the TREB VOW Datafeed Agreement. I, **BROKER NAME**, Broker of Record for the Brokerage identified herein, acknowledge and confirm that I have read, understand and agree to the terms and conditions of the VOW Datafeed Transfer Authorization set out herein for an on behalf of the Brokerage.

I, **BROKER NAME**, the Broker of Record for the Brokerage whose Brokerage/Branch code(s) are noted herein and represent and warrant that I have the authority to enter into this TREB VOW Datafeed Agreement (including the Member VOW Brokerage Approval and the VOW Datafeed Transfer Authorization) for and on behalf of such firm(s).

ALL GREEN ITEMS AUTOPOPULATE FROM ENTRIES IN THE TREB ONLINE AGREEMENTS SYSTEM

EXHIBIT
RR



VOWs RETS



RETS

AVP

REPORTS

Welcome Imran Ahmad

Home

Sign Off

RETS VOWs Broker List:

Total Count = 2081

MemberID Name	Company	AVP
MUSTAFA ABBASI	ZOLO REALTY	ZOLO REALTY
OMAR ABDEL SAMAD	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
BRIAN ABELA	RE/MAX PREMIER INC.	
JASON ABELA	HOMELIFE/ROMANO REALTY LTD.	Market Leader
CHRISTOPHER ABLETT	ROYAL LEPAGE YOUR COMMUNITY REALTY	Web4Realty
NATASHA ABRAHAM	SUTTON GROUP REALTY SYSTEMS INC.	Web4Realty
TADELE ABRAHAM	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
NATHAN ADORJAN	ROYAL LEPAGE SIGNATURE REALTY	MY REALPAGE
GABRIELA ADZIJA	KINGSWAY REAL ESTATE BROKERAGE	MY REALPAGE
AMINE AGHA	RIGHT AT HOME REALTY INC.	
HOMAYOON AHADIAN	CENTURY 21 HERITAGE GROUP LTD.	APOSTROPHE SOLUTIONS
MASOUD AHANGAR	BGS REALTY INC.	APOSTROPHE SOLUTIONS
MASOUD AHANGAR	BGS REALTY INC.	BEST FOR AGENTS
AMRAN AHMAD	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
AMRAN AHMAD	RE/MAX WEST REALTY INC.	MY REALPAGE
IFTIKHAR AHMAD	METRO KING REALTY INC.	Real Web Solutions
ZAFAR AHMAD	HOMELIFE BEST-SELLER REALTY INC.	AGENTFLUX INC
IRFAN AHMED	HOMELIFE VICTORY REALTY INC.	ADOSOFT/AGENTLOCATOR
MOHAMMED AHMED	CONDOS AND CASTLES REALTY INC.	AGENTFLUX INC
MUBASHER AHMED	RE/MAX GOLD REALTY INC.	WebtechDezine
MUBASHER AHMED	RE/MAX GOLD REALTY INC.	ADOSOFT/AGENTLOCATOR
NAVEED AHMED	IPRO REALTY LTD.	Market Leader
AHMET AHMET	ACCSELL REALTY INC.	ADOSOFT/AGENTLOCATOR
HONG AI	AIMHOME REALTY INC.	AGENTFLUX INC
CHRISTINA AIVALIS	RE/MAX IMPERIAL REALTY INC.	BEST FOR AGENTS
NADER AKHBARI	TORONTO HOMES AND BUILDINGS REALTY INC.	AGENTFLUX INC
SHARLENE AKHTARI	RE/MAX WEST REALTY INC.	Market Leader
ABDALLAH AL KHATIB	RE/MAX ROUGE RIVER REALTY LTD.	AGENTFLUX INC
EIMAN ALABIADH	KINGSWAY REAL ESTATE BROKERAGE	ALI TUAAMA
GEORGE ALEKSIC	RE/MAX REALTY SPECIALISTS INC.	Web4Realty
MAKEDA ALEMU	RIGHT AT HOME REALTY INC.	AGENTFLUX INC
MARVIN ALEXANDER	KELLER WILLIAMS REALTY CENTRES	Market Leader
RITA ALEXANDER	SOUTHVALE REALTY INC.	MY REALPAGE
FRED ALI	MEDIVEST REALTY INC.	
SABIHA ALI	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
SYED ALI	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Web4Realty
WAQAS ALI	KINGSWAY REAL ESTATE BROKERAGE	ADOSOFT/AGENTLOCATOR
WAQAS ALI	KINGSWAY REAL ESTATE BROKERAGE	Click Sold/Sam & Andy
ALI ALIMARDANI	TOP CHOICE REALTY INC.	AGENTFLUX INC
FATEMEH ALIMARDANI	TOP CHOICE REALTY INC.	AGENTFLUX INC
HOSSEIN ALINEJAD	RE/MAX RIGHT CHOICE INC.	BEST FOR AGENTS
KIMBERLY ALKE	BOSLEY REAL ESTATE LTD.	SHANE CHOW
DOMINIQUE ALLARD	RE/MAX REALTRON REALTY INC.	
ANTHONY ALLEN	KELLER WILLIAMS REALTY CENTRES	ADOSOFT/AGENTLOCATOR
CHRISTOPHER J. ALLEN	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR

PAVLENA ALLERSTON	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
ASHWIN ALLES	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
MICHELLE ALTON	KELLER WILLIAMS REAL ESTATE ASSOCIATES	ADOSOFT/AGENTLOCATOR
RICARDO JOSE ALVAREZ DE LUGO	ROYAL LEPAGE MEADOWTOWNE REALTY	ADOSOFT/AGENTLOCATOR
ANDRE ALVES	RE/MAX HALLMARK REALTY LTD.	My Realpage
JOSELLE ALVES	I PRO REALTY LTD.	AGENTFLUX INC
MARK AMADOR	RE/MAX REALTRON REALTY INC.	APOSTROPHE SOLUTIONS
PAULA AMARAL	ROYAL LEPAGE REAL ESTATE PROFESSIONALS	Sam & Andy Inc.
OSCAR AMAYA	HOMES SWEET HOMES REAL ESTATE BROKERAGE CORP.	
ETI AMOUYAL	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
BESSIE ANAGNOSTOPOULOS	SOUTHVALE REALTY INC.	MY REALPAGE
PARMEET ANAND	CENTURY 21 GREEN REALTY INC.	BEST FOR AGENTS
KATHRYN ANDERSON	KELLER WILLIAMS ENERGY REAL ESTATE	ADOSOFT/AGENTLOCATOR
ROGER M. ANDERSON	RE/MAX QUALITY ONE LTD.	REAL WEB SOLUTIONS
MIHAELA ANDREI	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
GREGORY ANDREOPOULOS	RIGHT AT HOME REALTY INC.	GREGORY ANDREOPOULOS
ANETA ANDREWS	SUTTON GROUP ELITE REALTY INC.	ADOSOFT/AGENTLOCATOR
ANETA ANDREWS	SUTTON GROUP ELITE REALTY INC.	BEST FOR AGENTS
MARIA ANGELES	YOUR CHOICE REALTY CORP.	Web4Realty
VLADI ANGELESKI	RE/MAX REALTRON REALTY INC.	WebtechDezine
VLADI ANGELESKI	RE/MAX REALTRON REALTY INC.	MY REALPAGE
MUNIRA ANJARY	RE/MAX REALTY SPECIALISTS INC.	Market Leader
VICTOR ANJOS	ONE PERCENT REALTY LTD.	My Realpage
DAVID ANTHONY	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
SAEED ANWAR	ROYAL LEPAGE SIGNATURE REALTY	BRITE AGENT
SAEED ANWAR	ROYAL LEPAGE SIGNATURE REALTY	EVERY IT SOLUTION
SOCRATES APALLAS	REAL ESTATE HOMEWARD	MY REALPAGE
SIVAMALAR ARIYANAYAGAM	HOMELIFE TODAY REALTY LTD.	Parvathy Vallikkannan
MUHAMMAD ARMANI	RE/MAX INFINITE INC.	Web4Realty
BLAIR ARMSTRONG	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
RORY ARMSTRONG	CENTURY 21 REGAL REALTY INC.	ADOSOFT/AGENTLOCATOR
RORY ARMSTRONG	CENTURY 21 REGAL REALTY INC.	MY REALPAGE
MICHAEL ARNOLD	RIGHT AT HOME REALTY INC.	Real Web Solutions
MARK ARNSTEIN	RE/MAX HALLMARK REALTY LTD.	My RealPage
DROR ARONOVICI	UPPERSIDE REAL ESTATE	Web4Realty
HARJOT ARORA	SUTTON GROUP-SUMMIT REALTY INC.	BRITE AGENT
PARVEEN ARORA	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
RAHUL ARORA	RE/MAX PROFESSIONALS INC.	ADOSOFT/AGENTLOCATOR
RAJIV ARORA	HOMELIFE LIFETIME REALTY INC.	Denis Kateneff
SANJEEV ARORA	RE/MAX REALTY SERVICES INC.	ADOSOFT/AGENTLOCATOR
ERNIE ARRIZZA	CENTURY 21 KELLEHER REAL ESTATE INC.	ADOSOFT/AGENTLOCATOR
SHAHBAZ ARSHI	ORANGE SQUARE REALTY INC.	Web4Realty
RITA ASADORIAN	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
SHAWN ASDEGHA	ROYAL LEPAGE SIGNATURE REALTY	My Realpage
MALIK ASHFAQUE	RE/MAX PERFORMANCE REALTY INC.	ADOSOFT/AGENTLOCATOR
ARASH ASHOURI	HOMELIFE/BAYVIEW REALTY INC.	ADOSOFT/AGENTLOCATOR
MUHAMMAD ASIM	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
JORDAN ATANASOVSKI	RIGHT AT HOME REALTY INC.	BEST FOR AGENTS
ROBERT ATKINSON	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
MANOJ ATRI	RE/MAX HALLMARK REALTY LTD.	CHRIS GAUDREAU/ KLIKK FLOW
MANOJ ATRI	RE/MAX HALLMARK REALTY LTD.	Real Web Solutions
MANOJ ATRI	RE/MAX HALLMARK REALTY LTD.	APOSTROPHE SOLUTIONS
DOMINIC ALBERT AUGRUSO	HOMELIFE/BAYVIEW REALTY INC.	Market Leader
KASHMIR AUJLA	RE/MAX CHAMPIONS REALTY INC.	Web4Realty
NAAILAH AULADIN	RE/MAX REALTY ONE INC.	ADOSOFT/AGENTLOCATOR

DAVID AYANOGLU	CENTURY 21 LEADING EDGE REALTY INC.	HBN MEDIA COMMISSIONS INC
GRAHAM JOHN AYERS	REALTY EXECUTIVES SYSTEMS INC.	REAL WEB SOLUTIONS
SHIRLEY AZACHEE	RE/MAX REALTY ONE INC.	Market Leader
ASIF AZEEZ	RE/MAX VISION REALTY INC.	ADOSOFT/AGENTLOCATOR
RAMTIN AZIZI	RE/MAX RIGHT CHOICE INC.	BEST FOR AGENTS
SILVIO AZZINNARI	ROYAL LEPAGE REAL ESTATE PROFESSIONALS	Market Leader
MICHELLE BABB	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
SANJAY BABBAR	RE/MAX REALTY ONE INC.	BEST FOR AGENTS
ANJLI BABBER	GOOPLO INC.	ADOSOFT/AGENTLOCATOR
MICHAEL BAEUMLER	CENTURY 21 MILLENNIUM INC.	ADOSOFT/AGENTLOCATOR
ALEJANDRO BAEZ	RE/MAX ULTIMATE REALTY INC.	Web4Realty
BEHRAD BAGHERZADEH	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
HAMED BAGHERZADEH	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
DONNA BAGLIERI	BELVISTA REALTY INC.	Web4Realty
LILI BAI	RE/MAX REALTRON REALTY INC.	Real411 Inc.
ANDREI BAIBORODIN	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
JASKARAN BAINS	HOMELIFE/UNITED REALTY INC.	BEST FOR AGENTS
RAJVINDER BAINS	CENTURY 21 PRESIDENT REALTY INC.	ADOSOFT/AGENTLOCATOR
DOUGLAS ALLAN BAIRD	CENTURY 21 INFINITY REALTY INC.	ADOSOFT/AGENTLOCATOR
THERESA BAIRD	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
MARELA BAJIC	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
MARELA BAJIC	SUTTON GROUP-SUMMIT REALTY INC.	Market Leader
SUKHRAJ BAJWA	CENTURY 21 GREEN REALTY INC.	Web4Realty
TEKWINDERPAL BAJWA	CENTURY 21 LEADERS REALTY LTD.	ADOSOFT/AGENTLOCATOR
TAHEREH BAKHTIARI	RE/MAX HALLMARK REALTY LTD.	Click Sold/Sam & Andy
CHANDRU BALANI	CENTURY 21 WELCOME HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
GREGORY BALANOFF	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
BALATHEEPAN	CENTURY 21 TITANS REALTY INC.	
BALASUBRAMANIAM	CENTURY 21 TITANS REALTY INC.	Chris Atkinson
BALATHEEPAN	CENTURY 21 TITANS REALTY INC.	
BALASUBRAMANIAM	CENTURY 21 TITANS REALTY INC.	
ALEXANDER BALIKOEV	ROYAL LEPAGE YOUR COMMUNITY REALTY	Alex Balikoev
DANNY BALKISSOON	HOMELIFE MAPLE LEAF REALTY LTD.	Market Leader
DANNY BALKISSOON	HOMELIFE MAPLE LEAF REALTY LTD.	ADOSOFT/AGENTLOCATOR
ELOUISE BALL	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
JAMIE BALL	RE/MAX JAZZ INC.	MY REALPAGE
MARTIN BALL	IPRO REALTY LTD.	MY REALPAGE
MARTIN BALL	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
SEBASTIEN BALLIN	RE/MAX REALTRON REALTY INC.	MY REALPAGE
MARTYN BALSXY	FREEMAN REAL ESTATE LTD.	WebtechDezine
ELIZABETH BAMFORD	ROYAL LEPAGE ELITE REALTY	MY REALPAGE
GHAZAL BANIASADI	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
LEKHRAJ BANSARI	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
MARIE BAPHALOUKOS	SUTTON GROUP FUTURE REALTY INC.	ADOSOFT/AGENTLOCATOR
CHRISTOPHER BARBIERI	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
HUGH BARCLAY	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
MOHAMMED BARI	HOMELIFE/FUTURE REALTY INC.	BEST FOR AGENTS
MAHYAR BARKHORDARI	CENTURY 21 LEADING EDGE REALTY INC.	Web4Realty
BITA BARKHORDARIAN	HOMELIFE/BAYVIEW REALTY INC.	APOSTROPHE SOLUTIONS
YVETTE BARNES	RIGHT AT HOME REALTY INC.	MY REALPAGE
PAUL BARON	CENTURY 21 LEADING EDGE REALTY INC.	WHERE TO LIVE.COM
PAUL BARON	CENTURY 21 LEADING EDGE REALTY INC.	SHARON HUNT
CATHARINE BARROW	RE/MAX ROUGE RIVER REALTY LTD.	Market Leader
TANSIE BARTOZZI	RE/MAX REALTY SPECIALISTS INC.	AGENTFLUX INC
BIRUTE BARTUSEVICIUS	RE/MAX REALTY SPECIALISTS INC.	BETTY BARTUSEVICIUS
JOHNATAN BASDEN	ROYAL LEPAGE REAL ESTATE PROFESSIONALS	MY REALPAGE
ADNAN BASHIR	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
LORI BASSETT	SUTTON GROUP QUANTUM REALTY INC.	Market Leader
MONA BASSILY	HOMELIFE/BAYVIEW REALTY INC.	BEST FOR AGENTS

SUNNY BATRA	RE/MAX WEST REALTY INC.	EVERY IT SOLUTION
JOE BATTAGLIA	RE/MAX REALTY SPECIALISTS INC.	Web4Realty
ERIC BAU	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
JEAN-MARIE BAUDOT	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
AMIRALI BAXARIA	RIGHT AT HOME REALTY INC.	AGENTFLUX INC
NEIL BAYLEY-HAY	RE/MAX CHAY REALTY INC.	ADOSOFT/AGENTLOCATOR
SARBJIT BAZAD	ROYAL STAR REALTY INC.	ADOSOFT/AGENTLOCATOR
DAVID J. BEATON	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
ALEX GERARD	FREEMAN REAL ESTATE LTD.	MY REALPAGE
BEAUREGARD		
JANETH BECERRA GARZON	SUTTON CITY REALTY INC.	Click Sold/Sam & Andy
AMANDA BEECHAM	RE/MAX CONDOS PLUS CORPORATION	ADOSOFT/AGENTLOCATOR
JURICA BEKAVAC	KINGSWAY REAL ESTATE BROKERAGE	Web4Realty
BRIAN BELL	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
BRIAN BELL	RE/MAX REAL ESTATE CENTRE INC.	
GRAHAM BELL	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
GRAHAM BELL	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
LAURA BELLISARIO	RE/MAX ROUGE RIVER REALTY LTD.	Market Leader
MARGARET BELLISARIO	ROYAL LEPAGE PORRITT REAL ESTATE	Web4Realty
MAURIZIO BELLISSIMO	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
ORIT BEN OR	SUTTON GROUP-ADMIRAL REALTY INC.	WebtechDezine
LESLIE RUDOLPH BENCZIK	RE/MAX ALL-STARS REALTY INC.	Market Leader
JAMES BENSON	KELLER WILLIAMS ADVANTAGE REALTY	MY REALPAGE
JAMES BENSON	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
RICHARD BENT	KINGSWAY REAL ESTATE BROKERAGE	Sanoosh Cs
GUIDO BERNAL	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
STANLEY BERNARDO	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	AGENTFLUX INC
ARUN BERRY	ZOLO REALTY	ADOSOFT/AGENTLOCATOR
JAIME BERTSCH	IPRO REALTY LTD.	WebtechDezine
BARBARA BEST	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
MARC BETSWORTH	KELLER WILLIAMS REFERRED REALTY	Market Leader
DHANIRAM BHAGWANDIN	WINEVA REALTY INC.	AGENTFLUX INC
NAEEM BHALLI	RIGHT AT HOME REALTY INC.	Real Web Builder
NAVNEET BHASIN	HOMELIFE/MIRACLE REALTY LTD	Market Leader
SNEHA BHATNAGAR	CENTURY 21 LEADING EDGE REALTY INC.	KUMAR GRRAMILI
JAYESH BHATT	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
BIRINDER BHOGAL	SUTTON GROUP-ADMIRAL REALTY INC.	ADOSOFT/AGENTLOCATOR
JOSEPH BIAFORE	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
JOSEPH BIAFORE	SEARCH REALTY CORP.	AGENTFLUX INC
GABRIEL BIANCHI	RE/MAX PREMIER INC.	Real Web Solutions
NANCY BIDERMAN	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
SEBASTIAN BIELAWSKI	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
JAMES LESLIE BIHARI	RIGHT AT HOME REALTY INC.	LAIMI INC
ROBERT BILCOX	SUTTON CITY REALTY INC.	Click Sold/Sam & Andy
MIRANDA BIMO	SUTTON WEST REALTY INC.	Web4Realty
MAZ BIRJANI	KINGSWAY REAL ESTATE BROKERAGE	BEST FOR AGENTS
MICHEAL BISHOP	RE/MAX YORK GROUP REALTY INC.	Subleh Iqbal
MICHEAL BISHOP	RE/MAX HALLMARK YORK GROUP REALTY LTD.	Click Sold/Sam & Andy
JOSEPH BITTON	SUTTON GROUP-ADMIRAL REALTY INC.	ADOSOFT/AGENTLOCATOR
JAMIE BLACK	KELLER WILLIAMS REFERRED REALTY	Market Leader
JAMES BLAIR	FUTURE GROUP REALTY SERVICES LTD.	
COLIN BLAKELOCK	RE/MAX ROUGE RIVER REALTY LTD.	WebtechDezine
ANDREW BRIAN BLONDON	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
ERIC BLONDON	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
M. BAHDER BOESTAMAM	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
M. BAHDER BOESTAMAM	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR

SAEID BOKHARAIE	RE/MAX REALTRON REALTY INC.	ADOSOFT/AGENTLOCATOR
SAEID BOKHARAIE	RE/MAX REALTRON REALTY INC.	BEST FOR AGENTS
KILEY BOLLENBERGHE	ROYAL LEPAGE ESTATE REALTY	ADOSOFT/AGENTLOCATOR
ALIREZA BOLOURCHI	YOUR CHOICE REALTY CORP.	Web4Realty
ALIREZA BOLOURCHI	YOUR CHOICE REALTY CORP.	BEST FOR AGENTS
ANDREW BOLTON	KELLER WILLIAMS REALTY CENTRES	ADOSOFT/AGENTLOCATOR
MARTHA BONANNO	ROYAL LEPAGE YORK NORTH REALTY	Web4Realty
JAMIE-LEE BONGARD	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
MYRA BONGARD	RIGHT AT HOME REALTY INC.	Webtechdezine
PATRICIA BONGARD	BOSLEY REAL ESTATE LTD.	My Realpage
GODFREY		
NATALIE BONNELL	ROYAL LEPAGE YORK NORTH REALTY	MCS RES
EVA BONOMOLO	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Market Leader
STEFANO BORDIGNON	HOMELIFE BEST-SELLER REALTY INC.	ADOSOFT/AGENTLOCATOR
NANCY BORSELLINO	RIGHT AT HOME REALTY INC.	Market Leader
FRANK BOSCO	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
IGOR BOSKOVIC	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
CHRISTAN BOSLEY	BOSLEY REAL ESTATE LTD.	MY REALPAGE
THOMAS W. BOSLEY	BOSLEY REAL ESTATE LTD.	FOUR WALLS DIGITAL
THOMAS W. BOSLEY	BOSLEY REAL ESTATE LTD.	The Towers Corp
ANITA BOSTOK	SUTTON GROUP-ASSOCIATES REALTY INC.	MY REALPAGE
ANITA BOSTOK	SUTTON GROUP-ASSOCIATES REALTY INC.	ADOSOFT/AGENTLOCATOR
MICHAEL BOTTING	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
PETER BOTTING	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
KYLE BOUCHARD	ZOLO REALTY	Web4Realty
GURPREET BOUGHAN	RE/MAX GOLD REALTY INC.	ADOSOFT/AGENTLOCATOR
TRAVIS BOUGHNER	SUTTON GROUP-HERITAGE REALTY INC.	MY REALPAGE
TRAVIS BOUGHNER	SUTTON GROUP-HERITAGE REALTY INC.	Web4Realty
ROGER J. BOUMA	RE/MAX JAZZ INC.	ADOSOFT/AGENTLOCATOR
THEE PHONECHALEUN	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
BOUNKEUTH		
BERNADINE BOWEN	ROYAL LEPAGE CREDIT VALLEY REAL ESTATE	Web4Realty
WILLIAM BOWMAN	RE/MAX CHAY REALTY INC.	Web4Realty
KULWANT BOYAL	RE/MAX REALTY SERVICES INC.	ADOSOFT/AGENTLOCATOR
JONATHAN BOYD	KELLER WILLIAMS REALTY SOLUTIONS	ADOSOFT/AGENTLOCATOR
RILEY BOYKO	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
TAMARA BOYKO	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
COLIN BRADFORD	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
LOUIS BRADICA	KELLER WILLIAMS ENERGY REAL ESTATE	ADOSOFT/AGENTLOCATOR
VLADIMIR BRADICA	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
CHAD BRADLEY	COLDWELL BANKER TERREQUITY REALTY	ADOSOFT/AGENTLOCATOR
JOHN BRADLEY	RE/MAX PERFORMANCE REALTY INC.	Ryan D Taylor
RENATO BRAGAGNOLO	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
JULIE BRANCO	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
HARBANS BRAR	ROYAL LEPAGE EXECUTIVE REALTY SERVICES	BEST FOR AGENTS
HARJINDER BRAR	HOMELIFE/MIRACLE REALTY LTD	Web4Realty
KELLY BRASIL	ROYAL LEPAGE/J & D DIVISION	MY REALPAGE
EDWIN K. BRDLIK	TORONTO LOFTS REALTY CORP.	MOVEABLE ONLINE
FATIMA BREGMAN	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
NATALYA BRESKIN	RIGHT AT HOME REALTY INC.	Market Leader
NEVIN BRIAND	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
JONATHAN BRIDGES	RE/MAX ABOUTOWNE REALTY CORP.	ADOSOFT/AGENTLOCATOR
ADAM BRIND	CORE ASSETS INC.	Andrew Cherwenka
TERRI BRITTEN	ROYAL LEPAGE YOUR COMMUNITY REALTY	Ryan D Taylor
KEVIN BROOME	KELLER WILLIAMS ENERGY REAL ESTATE	Web4Realty
SARA BROSS	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
CLIVE BROWN	IPRO REALTY LTD.	Market Leader

DARRELL BROWN	KELLER WILLIAMS REFERRED REALTY	Market Leader
JOAN C. BROWN	WEB MAX REALTY INC.	Suresh Jaura
JOAN C. BROWN	WEB MAX REALTY INC.	Market Leader
JOAN C. BROWN	WEB MAX REALTY INC.	Real Web Solutions
SUSAN BROWN	ROYAL LEPAGE RCR REALTY	MY REALPAGE
HILARY BROWNING	SAGE REAL ESTATE LIMITED	My Realpage
DRITA BRUCI	RE/MAX REALTRON REALTY INC.	Market Leader
PINO F. BRUNI	RE/MAX JAZZ INC.	Market Leader
PINO F. BRUNI	RE/MAX JAZZ INC.	Market Leader
LAURA BRUNTON	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
MITICA JESSE BRYANT	URBAN LANDMARK REALTY INC	ADOSOFT/AGENTLOCATOR
ROXANE BRYCE	REAL ESTATE BAY REALTY	Web4Realty
MARK BUDISA	RE/MAX REALTY ENTERPRISES INC.	CHRIS BRYCE
HASSAN BUKHARI	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
JOHN BURANY	RE/MAX PLATINUM LIMITED	Click Sold/Sam & Andy
DAVID BURLEIGH	ROYAL LEPAGE RCR REALTY	Web4Realty
CHRISTINE BURNS	ROYAL LEPAGE YORK NORTH REALTY	ADOSOFT/AGENTLOCATOR
RICHARD BURNS	RIGHT AT HOME REALTY INC.	WebtechDezine
HEATHER BURY	KELLER WILLIAMS NEIGHBOURHOOD REALTY	All About Web Services/Tony Slavin
TAYLOR-KEITH BUTLER	HOMELIFE/CIMERMAN REAL ESTATE LIMITED	Market Leader
IMRAN BUTT	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
MUHAMMAD BUTT	KINGSWAY REAL ESTATE BROKERAGE	ADOSOFT/AGENTLOCATOR
LORYNNE CADMAN	CENTURY 21 LEADING EDGE REALTY INC.	Web4Realty
ROY CADO	KELLER WILLIAMS REALTY CENTRES	Web4Realty
ROY CADO	KELLER WILLIAMS REALTY CENTRES	Market Leader
TYSON CAFE-RUOFF	HOMELIFE/CIMERMAN REAL ESTATE LIMITED	ADOSOFT/AGENTLOCATOR
DAVID CAHILL	RE/MAX REAL ESTATE CENTRE INC.	Incom Real Estate
JO M. CALABRETTA	KELLER WILLIAMS REFERRED REALTY	Market Leader
JENIFER CAMACHO	RE/MAX ULTIMATE REALTY INC.	Market Leader
MICHAEL CAMBER	SUTTON GROUP-ASSOCIATES REALTY INC.	Market Leader
BRUCE CAMPBELL	RIGHT AT HOME REALTY INC.	My Realpage
COLIN CAMPBELL	KELLER WILLIAMS REALTY CENTRES	All About Web Services
KEVIN CAMPBELL	ROYAL LEPAGE CONNECT REALTY	ADOSOFT/AGENTLOCATOR
LISA-ANN CAMPBELL	IPRO REALTY LTD.	My Real Page
MARK CAMPBELL	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Web4Realty
STEVEN CAMPBELL	SUTTON WEST REALTY INC.	Market Leader
ANA TERESA CAMPO	ROYAL LEPAGE YOUR COMMUNITY REALTY	Real Web Solutions
CLAUDIO CAMPOLI	RE/MAX PREMIER INC.	Web4Realty
NURIA CANO ORTIZ	ROYAL LEPAGE TERREQUITY REALTY	WebtechDezine/Magi Richardson
FRANK CAPUTO	SUTTON WEST REALTY INC.	Market Leader
FRANK CAPUTO	SUTTON WEST REALTY INC.	Web4Realty
ZVONIMIR (MICHAEL)	ROYAL LEPAGE REALTY CENTRE	WebtechDezine/Magi Richardson
MARIJAN CAR	ROYAL LEPAGE REALTY CENTRE	Web4Realty
DIANA CARABETTA	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
JOHN CARR	ROYAL LEPAGE/J & D DIVISION	ADOSOFT/AGENTLOCATOR
MICHAEL CARR	RE/MAX REALTRON REALTY INC.	Market Leader
KIM CARREIRO	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
ESTELA CARRERA	SUTTON GROUP-HERITAGE REALTY INC.	ADOSOFT/AGENTLOCATOR
JACKIE CARRON	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
JOHN SAMUEL CARSER	KELLER WILLIAMS REALTY CENTRES	Market Leader
JOSEPH CARTAGINESE	ROYAL LEPAGE YOUR COMMUNITY REALTY	WebtechDezine/Magi Richardson
CAROL LYNN CARTER	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
CAROL LYNN CARTER	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
LYNDA CARTER	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
ROBERT CARUSO	REAL ESTATE ADVISORS INC.	ADOSOFT/AGENTLOCATOR

ROBERT CARUSO	REAL ESTATE ADVISORS INC.	Denis Kateneff
GIOVANNI CASCHERA	SUTTON GROUP OLD MILL REALTY INC.	Denis Kateneff
PAULA CASEY	SUTTON GROUP FUTURE REALTY INC.	ADOSOFT/AGENTLOCATOR
PAOLO CASTELLANO	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
JOSEL CASTILLO MATOS	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
NINA CASTLE	HARVEY KALLES REAL ESTATE LTD.	MY REALPAGE
ANDJA CEBIC	KINGSWAY REAL ESTATE BROKERAGE	ADOSOFT/AGENTLOCATOR
CHANDER M. CHADDAH	SUTTON GROUP-ASSOCIATES REALTY INC.	MY REALPAGE
ANTONY HUEN LUN CHAN	CENTURY 21 KING'S QUAY REAL ESTATE INC.	EZITech/EZIAGENT
BEN CHAN	TORONTO REAL ESTATE INSIDERS	BEST FOR AGENTS
CHRISTOPHER CHAN	RE/MAX IMPERIAL REALTY INC.	EZITech/EZIAGENT
DERRICK CHAN	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
GORDON HO-YIN CHAN	IPRO REALTY LTD.	Market Leader
HSIN YING CHAN	HOMELIFE NEW WORLD REALTY INC.	Zhanhong Luo
KIRBY CHAN	KELLER WILLIAMS REALTY CENTRES	ADOSOFT/AGENTLOCATOR
KIRBY CHAN	KELLER WILLIAMS REALTY CENTRES	Market Leader
WINNIE CHAN	IPRO REALTY LTD.	LAIMI INC
RICHARD CHANCE	ROYAL LEPAGE FRANK REAL ESTATE	Web4Realty
JAI CHANDWANI	KINGSWAY REAL ESTATE BROKERAGE	BEST FOR AGENTS
AGATHA CHAO	RIGHT AT HOME REALTY INC.	MY REALPAGE
MICHEL CHARLEBOIS	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
ADAM CHARLESWORTH	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
ABDUL CHAUDHRY	ROYAL STAR REALTY INC.	ADOSOFT/AGENTLOCATOR
NADEEM CHAUDHRY	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
SABBIR CHAWALA	CENTURY 21 INNOVATIVE REALTY INC.	ADOSOFT/AGENTLOCATOR
DEVINDERPAL CHEEMA	RE/MAX PROFESSIONALS INC.	ADOSOFT/AGENTLOCATOR
DIANZHE CHEN	IPRO REALTY LTD.	
HONG TINA CHEN	REAL ONE REALTY INC.	Easycan Inc
JIA XIONG CHEN	REAL ONE REALTY INC.	Easycan Inc
JIELING CHEN	HOMELIFE/METROPARK REALTY INC.	LAIMI INC
LEI CHEN	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
LI (LISA) CHEN	REAL ONE REALTY INC.	Easycan Inc
LIBIN CHEN	MASTER'S CHOICE REALTY INC.	LAIMI INC
LIBIN CHEN	MASTER'S CHOICE REALTY INC.	Real411 Inc.
MING CHEN	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
QINA CHEN	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
SHIH-YUAN CHEN	HOMELIFE LANDMARK REALTY INC.	
WEI CHEN	GALAXY REALTY INC.	ADOSOFT/AGENTLOCATOR
XIAOPING CHEN	PEACELAND REALTY GROUP INC.	LAIMI INC
YUE CHEN	AIMHOME REALTY INC.	1st ONLINE SERVICES INC
DANNING CHENG	AIMHOME REALTY INC.	LAIMI INC
WILLIAM K.T. CHENG	CENTURY 21 ATRIA REALTY INC.	LAIMI INC
MARGARETE CHERNIN	SUTTON - SADIE MORANIS REALTY	ADOSOFT/AGENTLOCATOR
MARGARETE CHERNIN	SUTTON - SADIE MORANIS REALTY	Market Leader
MARGARETE CHERNIN	SUTTON - SADIE MORANIS REALTY	BRITE AGENT
ANGELISA CHERRY	RE/MAX ABOUTOWNE REALTY CORP.	ADOSOFT/AGENTLOCATOR
DAVID CHEUNG	CENTURY 21 KING'S QUAY REAL ESTATE INC.	AGENTFLUX INC
ELIZA CHEUNG	RE/MAX EXCEL REALTY LTD.	ADOSOFT/AGENTLOCATOR
RICHARD CHHABRA	REAL ESTATE ADVISORS INC.	ADOSOFT/AGENTLOCATOR
EMILIO CHIAPPETTA	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
FREDERICK C. CHILDS	ROYAL LEPAGE YOUR COMMUNITY REALTY	BEST FOR AGENTS
JENNIFER CHILDS	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
NADIA CHILDS	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
SONIA CHIN	RE/MAX PLATINUM LIMITED	BEST FOR AGENTS
MICHAEL CHIU	CENTURY 21 KING'S QUAY REAL ESTATE INC.	LAIMI INC
KIN SIONG CHOONG	IPRO REALTY LTD.	Web4Realty

CHIEN-LIANG CHOU	SUTTON WEST REALTY INC.	Web4Realty
NIELS CHRISTENSEN	RE/MAX PROFESSIONALS INC.	MY REALPAGE
SHELDON CHRISTIAN	I PRO REALTY LTD.	Web4Realty
GUANG CHU	RE/MAX IMPERIAL REALTY INC.	LAIMI INC
BRIDGETTE CHUNG	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
EDWARD CHUNG	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
JOHN CIVELLO	CENTURY 21 WENDA ALLEN REALTY	MY REALPAGE
DAVID CLARK	KELLER WILLIAMS REALTY CENTRES	Market Leader
DAVID CLARK	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
KARI-LYNN CLARK	RE/MAX REAL ESTATE CENTRE INC.	WebtechDezine/Magi Richardson
LISA CLARKE	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
CHRIS CLEGHORNE	I PRO REALTY LTD.	Market Leader
WAYNE CLEMENTS	KELLER WILLIAMS REALTY CENTRES	Market Leader
DEBORAH CLERK	KELLER WILLIAMS REALTY SOLUTIONS	ADOSOFT/AGENTLOCATOR
DEBORAH CLERK	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
KRISTEN CLOWRY	SANDRA RINOMATO REALTY INC.	HOMEADNET INC
KATHRYN MARY CLULOW	RE/MAX ALL-STARS REALTY INC.	MCS RES
ALEXANDRE COELHO	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Market Leader
SUSAN FRETZ COGAR	SUTTON GROUP-HERITAGE REALTY INC.	MCS RES
LEO COHOLIC	ORANGE REALTY CORPORATION	LEO COHOLIC
ADRIAN COIMBRA	SUTTON GROUP-ASSOCIATES REALTY INC.	MY REALPAGE
JASON COLATOSTI	RE/MAX WEST REALTY INC.	Real Web Solutions
EDWARD COLEMAN	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
CLAUDETTE COLLYMORE	RE/MAX REAL ESTATE CENTRE INC.	Web4Realty
FEDELE COLUCCI	I PRO REALTY LTD.	Ryan D Taylor
MARIE COMMISSO	ROYAL LEPAGE PREMIUM ONE REALTY	MY REALPAGE
BIAGIO CONTE	SUTTON WEST REALTY INC.	Web4Realty
LUCIANA CONTE	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
BRANDON COOK	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
CANDACE COOK	ROYAL LEPAGE YORK NORTH REALTY	MCS RES
THOMAS COOK	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
THOMAS COOK	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
LORNE COOPER	CENTURY 21 HERITAGE GROUP LTD.	MY REALPAGE
LORNE COOPER	CENTURY 21 HERITAGE GROUP LTD.	ADOSOFT/AGENTLOCATOR
ANDREW COPPOLA	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Real Web Solutions
BASIL CORNWALL	KELLER WILLIAMS REAL ESTATE ASSOCIATES	ADOSOFT/AGENTLOCATOR
GABRIELE CORRIDORE	ROYAL LEPAGE YOUR COMMUNITY REALTY	Web4Realty
ANN CORRIGAN	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
AURELIA COSMA	RE/MAX JAZZ INC.	Market Leader
ALEXANDRA COTE	SANDRA RINOMATO REALTY INC.	HOMEADNET INC
JANE COTTERILL	SUTTON GROUP-HERITAGE REALTY INC.	WebtechDezine/Magi Richardson
JOSEF J. COUTURE	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
MARK COWAN	FOREST HILL REAL ESTATE INC.	ADOSOFT/AGENTLOCATOR
CHRISTINE COWERN	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
CHRISTINE COWERN	KELLER WILLIAMS REFERRED URBAN REALTY	MY REALPAGE
RYAN COYLE	THE CONDO STORE REALTY INC.	Sam & Andy Inc
MELANIE COZZI	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
EDWARD L. CRAIG	RE/MAX REALTRON REALTY INC.	MY REALPAGE
KRISTA CRAIG	COLDWELL BANKER - R.M.R. REAL ESTATE	Market Leader
SCOTT CRAIG	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
SCOTT CRAIG	RIGHT AT HOME REALTY INC.	Market Leader
GLADYS A. CRAINE	PRUDENTIAL RONAN REALTY	Real Web Solutions
FLORINA CRAIU BOTAN	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
SHARON CRANN	HOMELIFE DURHAM REAL ESTATE CORP.	WolfNet

TANYA CREPULJA	SUTTON GROUP REALTY SYSTEMS INC.	MY REALPAGE
FRANK CRISAFI	RE/MAX ALL-STARS REALTY INC.	Web4Realty
SANDRA CROFFORD	RE/MAX ROUGE RIVER REALTY LTD.	Web4Realty
THOMAS CRONEY	SUTTON GROUP-ASSOCIATES REALTY INC.	Denis Kateneff
SALVATORE CULTRARO	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
TU-HUNG CUNG	CENTURY 21 ATRIA REALTY INC.	ADOSOFT/AGENTLOCATOR
AL CUNNINGHAM	RE/MAX REALTY SERVICES INC.	Market Leader
AL CUNNINGHAM	RE/MAX REALTY SERVICES INC.	ADOSOFT/AGENTLOCATOR
LAURA LEE CUNNINGHAM	RE/MAX REALTY SERVICES INC.	ADOSOFT/AGENTLOCATOR
PEGGY CUNNINGHAM	RE/MAX REALTY SERVICES INC.	ADOSOFT/AGENTLOCATOR
RICK CUNNINGHAM	RE/MAX REALTY SERVICES INC.	ADOSOFT/AGENTLOCATOR
TREVOR CUNNINGHAM	I PRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
CARMINE CUPELLI	RE/MAX FIRST REALTY LTD.	Junior Payne
KATE CZAPLINSKA	REALTY EXECUTIVES DOMATOR INC.	Web4Realty
KATE CZAPLINSKA	REALTY EXECUTIVES DOMATOR INC.	WebtechDezine
MATTHEW CZAPLINSKI	REALTY EXECUTIVES DOMATOR INC.	Web4Realty
ANNE CZULINSKI	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Web4Realty
ANGELO D'AMICO	ROYAL LEPAGE REALTY PLUS	Click Sold/Sam & Andy
PIERRE D'AOUST	SUTTON GROUP-HERITAGE REALTY INC.	MY REALPAGE
MICHAEL D'SOUZA	RIGHT AT HOME REALTY INC.	All About Web Services
MARCO DA SILVA	ASIMA REALTY LTD.	BRITE AGENT
SHANRZAD DABIR	HOMELIFE/BAYVIEW REALTY INC.	BEST FOR AGENTS
MITZY DADOUN	ROYAL LEPAGE YOUR COMMUNITY REALTY	Market Leader
ELAINE DALIT	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
SUNIL DALJIT	KELLER WILLIAMS REALTY SOLUTIONS	Denis Kateneff
GORDON DALY	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
JOHN DAMANIS	CENTURY 21 MILLENNIUM INC.	ADOSOFT/AGENTLOCATOR
JOSHUA DAMDAR	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Web4Realty
NABIL GEORGE DANIAL	CENTURY 21 PERCY FULTON LTD.	ADOSOFT/AGENTLOCATOR
NABIL GEORGE DANIAL	CENTURY 21 PERCY FULTON LTD.	Market Leader
JACK DANIEL	ROYAL LEPAGE REALTY CENTRE	TOM GLADKOWSKI
JACK DANIEL	ROYAL LEPAGE REALTY CENTRE	Web4Realty
PAM DANIELS	RE/MAX REALTY SERVICES INC.	MCS RES
LUDMILA DANILENKOVA	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
LOIC DANIS	SUTTON GROUP OLD MILL REALTY INC.	Denis Kateneff
VICTORIA DANN	RE/MAX FIRST REALTY LTD.	Market Leader
ELIZABETH DARBYSHIRE	SOLO PROPERTY REALTY LTD.	MY REALPAGE
BARNALI DAS	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
VIDA DASHLOO	RE/MAX WEST REALTY INC.	APOSTROPHE SOLUTIONS
RAMAN DATTA	RE/MAX REALTY SPECIALISTS INC.	Web4Realty
BRENT DAVEY	RE/MAX PROFESSIONALS INC.	MY REALPAGE
JONATHAN DAVID	VIEWPOINT REALTY SERVICES INC.	
CHRISTOPHER DAVIES	KELLER WILLIAMS ENERGY REAL ESTATE	Real Web Solutions
WADHAH DAWOOD	ZOLO REALTY	Real Web Solutions
CHRISTOPHER DAWSON	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
JEREMY DAWSON	COLDWELL BANKER - R.M.R. REAL ESTATE	MY REALPAGE
CAROL DAY	FOREST HILL REAL ESTATE INC.	Web4Realty
CONSTANCE DE COSTE	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
ALVARO DE LA TORRE	ROYAL LEPAGE REALTY PLUS	ADOSOFT/AGENTLOCATOR
MARIA DE MURRELL	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
ROSARIO DE OCAMPO	AGENCY BY ALLOWAY	GROW WITH SEARCH
CHARLENE DE SILVA	RE/MAX REALTY ENTERPRISES INC.	AGENTFLUX INC
CINTIA DE SOUZA	RE/MAX ULTIMATE REALTY INC.	ADOSOFT/AGENTLOCATOR
MICHAEL DEAK	RE/MAX REAL ESTATE CENTRE INC.	Web4Realty
BRETT DEAN	PROMISE FIRST REALTY INC.	ADOSOFT/AGENTLOCATOR
MATT DEAN	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
SANAZ DEGHAN	INTERCITY REALTY INC.	BRITE AGENT
DANIEL DEIANA	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE

RALPH JOSEPH DEL DUCA	ORION REALTY CORPORATION	BRITE AGENT
OSCAR J. DEL RIO	SUTTON WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
RICCARDO DEL ROSSO	YOUR ADVOCATES REALTY INC.	Web4Realty
BARBARA DEN OUDEN	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Web4Realty
LESLIE DENNIS	HARVEY KALLES REAL ESTATE LTD.	MY REALPAGE
ANITA DEONANDAN	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
BHALWANT DEONARAIN	UNREALTY INC.	Sami Dalati
MYKOLA DEREV'YANKO	RIGHT AT HOME REALTY INC.	BEST FOR AGENTS
STEFANIE DESCHAMPS	RE/MAX FIRST REALTY LTD.	ADOSOFT/AGENTLOCATOR
BOBBIE JO DESILVA	ROYAL LEPAGE CONNECT REALTY	Market Leader
JULIE DESLAURIERS	RE/MAX REALTY ONE INC.	BEST FOR AGENTS
STEVE DESROSIERS	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
SANDHU	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
ELVIR DEVEDZIC	SUTTON GROUP - SIGNATURE REALTY INC.	Web4Realty
GURVINDER DHALIWAL	SUTTON GROUP-SUMMIT REALTY INC.	BRITE AGENT
MANVINDER DHALIWAL	RE/MAX REALTRON REALTY INC.	Web4Realty
MOHAMMAD DHARAMSEY	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
SHAMSHER SINGH DHILLON	RE/MAX ULTIMATE REALTY INC.	ADOSOFT/AGENTLOCATOR
MAISUM DHIRANI	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
DHARMENDRA DHOLAKIYA	RIGHT AT HOME REALTY INC.	Web4Realty
JOHN DI GIACOMO	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
BITA DI LISI	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
ROBERT MARIO DI LISI	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
ROBERT MARIO DI LISI	RE/MAX CROSSROADS REALTY INC.	GEORGE ARABIAN
ROBERT MARIO DI LISI	RE/MAX CROSSROADS REALTY INC.	Market Leader
ANNAMARIE DI MEO	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
LUCAS DI MONTE	RIGHT AT HOME REALTY INC.	
SILVIA DI MONTE	REALINVEST CANADA INC.	ADOSOFT/AGENTLOCATOR
RAYMUNDO DIAZ	SUTTON - SADIE MORANIS REALTY	ADOSOFT/AGENTLOCATOR
FRANCES DICENSO	MAX-A-MILL REALTY INC.	My Real Page
THOMAS DICKSON	KELLER WILLIAMS REALTY CENTRES	Market Leader
KURT DIENER	RE/MAX ULTIMATE REALTY INC.	WebtechDezine
HELEN DIGIULIO	GLOBAL LINK REALTY GROUP INC.	Web4Realty
JIN DING	HIGHYON REALTY INC.	EZITech/EZIAGENT
JIN DING	HIGHYON REALTY INC.	AGENTFLUX INC
TAO DING	MASTER'S CHOICE REALTY INC.	LAIMI INC
ADAM DINUNZIO	RE/MAX REALTRON REALTY INC.	APOSTROPHE SOLUTIONS
ABDIRAHMAN DIRSHE	SUTTON WEST REALTY INC.	WebtechDezine/Magi Richardson
KEVIN DIXON	KELLER WILLIAMS REALTY CENTRES	Market Leader
LIZANNE DOBSON	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
PIERO DODARO	RE/MAX HALLMARK REALTY LTD.	Web4Realty
VARINDER DOGRA	RE/MAX GOLD REALTY INC.	Web4Realty
JENNIFER DOLAN	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
HELEN KATHERINE DONALD	REALTY EXECUTIVES PLUS LTD	Web4Realty
EDUARDO DONAN	CENTURY 21 ATRIA REALTY INC.	ADOSOFT/AGENTLOCATOR
DAWN DONER	KELLER WILLIAMS REALTY CENTRES	Market Leader
YING YING DONG	RE/MAX IMPERIAL REALTY INC.	Real411 Inc.
MIKE DONIA	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
TSERING DORJEE	RIGHT AT HOME REALTY INC.	Web4Realty
YOUSEF DOSHANLO	SUTTON - SADIE MORANIS REALTY	ADOSOFT/AGENTLOCATOR
KELLY DOW	RE/MAX ROUGE RIVER REALTY LTD.	AGENTFLUX INC
NAVARAHINI DOWEY	RE/MAX HALLMARK REALTY LTD.	Real Web Builder
DENNIS DOWNEY	SUTTON GROUP-HERITAGE REALTY INC.	ADOSOFT/AGENTLOCATOR
KIMBERLEY DOWNEY	SUTTON GROUP-HERITAGE REALTY INC.	ADOSOFT/AGENTLOCATOR
JANET DOWSON	RIGHT AT HOME REALTY INC.	All About Web Services
JUSTIN DRAPER	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
DONG DU	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
DONG DU	HOMELIFE NEW WORLD REALTY INC.	EZITech/EZIAGENT
RAMAN DUA	SAVE MAX REAL ESTATE INC.	Mantra Communications

BRIAN DUDGEON	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
BRIAN DUDGEON	KELLER WILLIAMS REALTY SOLUTIONS	Web4Realty
FAYAZ DURRANI	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
ANDREW DYBENKO	REAL ESTATE HOMEWARD	
PETER DYMOND	RE/MAX REALTY SERVICES INC.	Market Leader
SARAH EBY	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
TIMEA EDELENCI	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
LINDSAY EDGAR	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
JONATHAN EDWARDS	RE/MAX URBAN TORONTO TEAM REALTY INC.	Click Sold/Sam & Andy
JONATHAN EDWARDS	RE/MAX URBAN TORONTO TEAM REALTY INC.	ADOSOFT/AGENTLOCATOR
JONATHAN EDWARDS	RE/MAX URBAN TORONTO TEAM REALTY INC.	Idea Design Media Inc
MICHAEL J. EISNER	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
ARASH EKBATANI	ROYAL LEPAGE YOUR COMMUNITY REALTY	APOSTROPHE SOLUTIONS
JEAN-PIERRE EL-KHOURY	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
BRIAN A. ELDER	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
BRIAN A. ELDER	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Clicksold/Sam Prochazka
CHRISTOPHER ELDER	KINGSWAY REAL ESTATE BROKERAGE	MY REALPAGE
CHRISTOPHER ELDER	KINGSWAY REAL ESTATE BROKERAGE	Real Web Solutions
FADI ELHAMI	CENTURY 21 INNOVATIVE REALTY INC.	ADOSOFT/AGENTLOCATOR
IRENA ELINA	SLAVENS & ASSOCIATES REAL ESTATE INC.	Denis Kateneff/Concept Web Vision
BRADLEY ELLIS	SUTTON GROUP-SUMMIT REALTY INC.	Real Web Builder
VOLNEY ELLIS	KINGSWAY REAL ESTATE BROKERAGE	ADOSOFT/AGENTLOCATOR
DAVID EMBLETON	RE/MAX REALTY ENTERPRISES INC.	Web4Realty
PHILIP EMILSON	ROYAL LEPAGE REALTY	ADOSOFT/AGENTLOCATOR
PEYMAN M. ENSHAIE	HARVEY KALLES REAL ESTATE LTD.	MY REALPAGE
HANS EPSTEIN	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
IOANA ESANU	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
REZA ESKANDARI	RIGHT AT HOME REALTY INC.	BEST FOR AGENTS
ADIL ESMAIL	CENTURY 21 PERCY FULTON LTD.	ADIT ADVERTISING
KATARZYRA ESSERY	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
PAUL F. ETHERINGTON	ROYAL HERITAGE REALTY LTD.	LONE WOLF
CLIFFORD ETKINS	RE/MAX PROFESSIONALS INC.	Web4Realty
ALEXANDER EVANS	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
ALUN EVANS	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Market Leader
LEILANI EVANS	RE/MAX PROFESSIONALS INC.	BEST FOR AGENTS
R.W. TODD EVES	RE/MAX VILLAGE REALTY INC.	Web4Realty
CLIVE EWART	SUTTON GROUP-ADMIRAL REALTY INC.	MY REALPAGE
TONY FABIANO	ROYAL LEPAGE REAL ESTATE PROFESSIONALS	MY REALPAGE
DEWI FAIRCLOUGH	ROYAL LEPAGE REALTY PLUS OAKVILLE	WebtechDezine
DIMA FAKHOURY	CENTURY 21 PERCY FULTON LTD.	ADOSOFT/AGENTLOCATOR
LEONID FALKOVSKY	UPPERSIDE REAL ESTATE	ADOSOFT/AGENTLOCATOR
LI FANG	AIMHOME REALTY INC.	1ST ONLINE SERVICES INC
YI FANG	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
FARHAD FARAHANCHI BARADARAN	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
ADRIENNE FARQUHAR	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Real Web Solutions
ADRIENNE FARQUHAR	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
ADRIENNE FARQUHAR	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Web4Realty
LORI FARQUHAR	ROYAL LEPAGE CREDIT VALLEY REAL ESTATE	Web4Realty
KAMBIZ FARSIAN	RIGHT AT HOME REALTY INC.	BEST FOR AGENTS

LISA FAYLE	KELLER WILLIAMS ENERGY REAL ESTATE	BEST FOR AGENTS
LISA FAYLE	KELLER WILLIAMS ENERGY REAL ESTATE	Wolfnet/Joel MacInstosh
LISA FAYLE	KELLER WILLIAMS ENERGY REAL ESTATE	BRITE AGENT
BRIAN FEENEY	RE/MAX ROUGE RIVER REALTY LTD.	ADOSOFT/AGENTLOCATOR
CORNELIS FEENSTRA	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
CORNELIS FEENSTRA	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
ANDREA FELDMAN	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
ZACHARY FENWICK	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
SETH FERGUSON	CENTURY 21 FUTURE REALTY INC.	Web4Realty
KEENAN FERNANDEZ	KINGSWAY REAL ESTATE BROKERAGE	ADOSOFT/AGENTLOCATOR
MIGUEL FERNANDEZ MORALES	REAL ESTATE ADVISORS INC.	
ADNAN FERROZ	CENTURY 21 PARKLAND LTD.	Market Leader
DAVID FERRARI	RE/MAX REALTY ENTERPRISES INC.	MY REALPAGE
HEATHER FERRIER	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	ADOSOFT/AGENTLOCATOR
FAISAL FIAZ	CENTURY 21 GREEN REALTY INC.	UBERTOR
JOETTE FIELDING	RE/MAX ABOUTOWNE REALTY CORP.	Click Sold/Sam & Andy
KAREN FINLASON	SUTTON CITY REALTY INC.	MY REALPAGE
SARAH FITTING	BOSLEY REAL ESTATE LTD.	Colin Biggin
MATHIEU FITZGERALD	THE CONDO STORE REALTY INC.	MY REALPAGE
DAVID FLEMING	BOSLEY REAL ESTATE LTD.	AGENTFLUX INC
RICHARD FLETCHER	RE/MAX REALTY SPECIALISTS INC.	MY REALPAGE
RAMON FLORES	RE/MAX FIRST REALTY LTD.	ADOSOFT/AGENTLOCATOR
CHERYLLYN FLOWER	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
LORETTA ANN FLOWER	RE/MAX REALTY ENTERPRISES INC.	LAIMI INC
ALLAN SIU-KIN FOK	CENTURY 21 TIMES SQUARE REALTY INC.	TREVOR FONTAINE
TREVOR FONTAINE	RE/MAX PLATINUM LIMITED	Market Leader
GAVIN FORBES	RE/MAX ROUGE RIVER REALTY LTD.	AGENTFLUX INC
REINALDO FORD	RIGHT AT HOME REALTY INC.	AGENTFLUX INC
CRAIG FORDE	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
THERESA FORGET	RE/MAX FIRST REALTY LTD.	MY REALPAGE
THERESA FORGET	RE/MAX FIRST REALTY LTD.	BYTE SIZE MEDIA INC
THERESA FORGET	RE/MAX FIRST REALTY LTD.	BRITE AGENT
WILLIAM (BILL) FORSYTH	HOMELIFE EMERALD REALTY LTD.	Web4Realty
PENELOPE FORTIER	FOREST HILL REAL ESTATE INC.	ADOSOFT/AGENTLOCATOR
MITCHELL FRANC	INETAGENT INC.	
CHARLES MALCOLM FRANCIS	ROYAL LEPAGE YOUR COMMUNITY REALTY	SELF
TONY FRANCIS	RE/MAX WEST REALTY INC.	MY REALPAGE
MARK FRANCONI	RE/MAX PROFESSIONALS INC.	MY REALPAGE
CARVER FRASER	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
GEOFF FRASER	PROGRESSIVE HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
GREGORY FRASER	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
KESTER KEVIN FRASER	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
MICHELLE FRASER	RE/MAX HALLMARK REALTY LTD.	
MICHELLE FRASER	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
ASHLEY L. FRAY	RE/MAX CONDOS PLUS CORPORATION	White Nile Systems Inc.
ASHLEY L. FRAY	RE/MAX CONDOS PLUS CORPORATION	Subleh Iqbal
BARRY FREEMAN	FREEMAN REAL ESTATE LTD.	Redman Technologies
ANDRE FREHN	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
NOEL FRIAS	RE/MAX REALTRON REALTY INC.	REALTYNA LLC
MOSHE FRIEDMAN	ORANGE SQUARE REALTY INC.	Real Web Solutions
CANDICE FRIGAULT	KELLER WILLIAMS REFERRED REALTY	MY REALPAGE
CANDICE FRIGAULT	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
J. WARREN FROMM	ROYAL LEPAGE FRANK REAL ESTATE	MY REALPAGE
HUI FU	RE/MAX PERFORMANCE REALTY INC.	BEST FOR AGENTS
CLARE P. FULTON	CENTURY 21 PERCY FULTON LTD.	ADOSOFT/AGENTLOCATOR
JOHN FURBER	KELLER WILLIAMS REALTY SOLUTIONS	Wolfnet/Joel MacInstosh

GIAN-PIERO FURFARO	RIGHT AT HOME REALTY INC.	AGENTFLUX INC
MATTHEW FUSCO	CENTURY 21 LEADING EDGE REALTY INC.	MY REALPAGE
AMAL GABRAIEL	RE/MAX PERFORMANCE REALTY INC.	Web4Realty
ERROL GAGHADAR	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
LINDSAY GALE	RIGHT AT HOME REALTY INC.	MY REALPAGE
DEIRDRE GALLIBOIS	REAL ESTATE HOMEWARD	Real Web Solutions
GIULIA GALLINA	SAGE REAL ESTATE LIMITED	MY REALPAGE
GIUSEPPE GALLO	PRIVATE SERVICE REALTY LTD.	MY REALPAGE
GEORGE GAN	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
HUSEIN GANDHI	REALTY IN MOTION INC.	ADOSOFT/AGENTLOCATOR
SHAWN GANDHI	RE/MAX REAL ESTATE CENTRE INC.	MY REALPAGE
SUKHJINDER GANDHI	ROYAL STAR REALTY INC.	MY REALPAGE
GEORGE M. GANOWSKI	RE/MAX REALTY ENTERPRISES INC.	AGENTFLUX INC
LIXIA GAO	MASTER'S CHOICE REALTY INC.	LAIMI INC
ZHIBAI GAO	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
RITA GARAMI	RE/MAX ABOUTOWNE REALTY CORP.	
RITA GARAMI	RE/MAX ABOUTOWNE REALTY CORP.	ADOSOFT/AGENTLOCATOR
CESAR GARCIA	CENTURY 21 PERCY FULTON LTD.	ADOSOFT/AGENTLOCATOR
HERBER GARCIA RODRIGUEZ	RE/MAX REALTY SPECIALISTS INC.	Market Leader
TINA E. GARDIN	SUTTON GROUP QUANTUM REALTY INC.	Real Web Solutions
SHAUN GAUDET	RIGHT AT HOME REALTY INC.	All About Web Services
MELANIE GAULIN	MAIN STREET REALTY LTD.	Market Leader
BERNADETTE GAVADZA	KELLER WILLIAMS REFERRED REALTY	Market Leader
JASON GAVADZA	KELLER WILLIAMS REFERRED REALTY	Market Leader
JASON GAVADZA	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
RICHARD GAVEY	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
SUNNY GAWRI	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
TATIANA GAZEIKINA	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
MARK GEIMAN	KELLER WILLIAMS REALTY CENTRES	Market Leader
CHARLES V. GENARD	RE/MAX REALTY SPECIALISTS INC.	AGENTFLUX INC
ADRIANO GENNUSO	RE/MAX ROUGE RIVER REALTY LTD.	ADOSOFT/AGENTLOCATOR
BIJU GEORGE	RE/MAX PREMIER INC.	Web4Realty
ANGELA GEORGOPOULOS	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
ANASTASIOS GEORGOULIAS	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
GHOLAMHOSSEIN GHADAKI	DOTCOM ADVANTAGE REALTY INC,	
ELHAM GHADERIAN	HOMELIFE/BAYVIEW REALTY INC.	APOSTROPHE SOLUTIONS
TAHEREH GHADERY	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
TAHEREH GHADERY	KELLER WILLIAMS REFERRED REALTY	Market Leader
OWAIS GHANI	CITYSCAPE REAL ESTATE LTD.	BEST FOR AGENTS
OWAIS GHANI	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
DEEDAR GHATEHORDE	RE/MAX PERFORMANCE REALTY INC.	ADOSOFT/AGENTLOCATOR
KAMRAN GHAZNAVI	KELLER WILLIAMS REALTY CENTRES	Market Leader
MILAD GHESHMY-BAKHT	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
JIMMY GHIMERY	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
JOSEPH GHOBRIAL	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
GASHTASEB GHOLIPOUR SHAHRAKI	TOP CANADIAN REALTY INC.	BEST FOR AGENTS
PARMISS GHOOPARANLOO	THE CONDO STORE REALTY INC.	Lime Wedge Media
INDRANIL GHOSH	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
SIMON J. GIANNINI	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
SIMON J. GIANNINI	ROYAL LEPAGE SIGNATURE REALTY	BRIAN GRAINGER
TARIK H. GIDAMY	THEREDPIN.COM REALTY INC.	
TARIK H. GIDAMY	THEREDPIN.COM REALTY INC.	ADOSOFT/AGENTLOCATOR
KIMBERLEY GILES	ROYAL LEPAGE RCR REALTY	ADOSOFT/AGENTLOCATOR
GURVINDER GILL	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
HARJINDER GILL	HOMELIFE/UNITED REALTY INC.	Web4Realty
JESSA GILL	KELLER WILLIAMS EDGE REALTY, BROKERAGE	Market Leader

HANNA GILLIS	ROYAL LEPAGE YOUR COMMUNITY REALTY	MY REALPAGE
PATRICK GILLIS	RE/MAX HALLMARK REALTY LTD.	MCS RES
GRANT GILMOUR	RE/MAX REALTY SPECIALISTS INC.	Web4Realty
RYAN GILMOUR	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
ANDREAS GIOTIS	RED ROSE REALTY INC.	APOSTROPHE SOLUTIONS
EMILIJA GIOVINAZZO	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
EMILIJA GIOVINAZZO	KELLER WILLIAMS ADVANTAGE REALTY	AGENTFLUX INC
SOPHIE GITERMAN	SUTTON GROUP-ADMIRAL REALTY INC.	Web4Realty
GIOVANNA GIUSTINI	CENTURY 21 HERITAGE GROUP LTD.	MY REALPAGE
MATTHEW GLOWACKI	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
CAROLINE GOLDHAR	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
JOSE GONCALVES	HOMELIFE/LOCAL REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
MARTA GONCALVES	RE/MAX PREMIER INC.	WebtechDezine/Magi Richardson
IMRAN GONDAL	RE/MAX REALTY ONE INC.	BEST FOR AGENTS
WAQAS GONDAL	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
MARK GONNEAU	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
EVA GOODING	ROYAL LEPAGE MEADOWTOWNE REALTY	MY REALPAGE
JENNIFER GOODMAN	SAGE REAL ESTATE LIMITED	MY REALPAGE
MARINA GORBACHEVSKAYA	EXPRESS REALTY INC.	Market Leader
MARINA GORBACHEVSKAYA	EXPRESS REALTY INC.	ADOSOFT/AGENTLOCATOR
CATHERINE GORDON	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
RONALD GORDON	RE/MAX FIRST REALTY LTD.	REAL WEB SOLUTIONS / RYAN D TAYLOR
ROMAN GORECKI	RE/MAX REALTY SPECIALISTS INC.	MCS RES
DAWID GORSKI	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
PARIMAL GOSAI	BOSLEY REAL ESTATE LTD.	My Realpage
BROOKE GOSSELIN	MOVETA REALTY INC.	MUNDO MEDIA
LALA GOUMMATOVA	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
VLADIMIR GOVDEI	SUTTON WEST REALTY INC.	Web4Realty
DWIGHT GRANGE	GRANGE REAL ESTATE INC.	AFERIM SOLUTIONS
DWIGHT GRANGE	GRANGE REAL ESTATE INC.	WebtechDezine
IRKA GRANT	ROYAL LEPAGE YOUR COMMUNITY REALTY	Market Leader
DAVID GRAOVAZ	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
LAURA B. GRAY	KELLER WILLIAMS REFERRED REALTY	Market Leader
GEORGE GRDIC	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	HBN MEDIA COMMISSIONS INC
INDERJIT GREWAL	ROYAL LEPAGE FLOWER CITY REALTY	Web4Realty
DOMENIC GROSSI	DELGRO CAPITAL CORP.	BRITE AGENT
SONAM GROVER	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
CYNTHIA GRUCHY	ROYAL LEPAGE YORK NORTH REALTY	Web4Realty
WEI MIN GU	MASTER'S CHOICE REALTY INC.	LAIMI INC
DARIUSZ GUDANIEC	SUTTON GROUP REALTY SYSTEMS INC.	ADOSOFT/AGENTLOCATOR
MILAN GUDZIK	HOMELIFE/VISION REALTY INC.	AGENTFLUX INC
QING GUI	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
KATIE GUIRY	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
KATIE GUIRY	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
DALJIT GULATI	CENTURY 21 LEGACY LTD.	Web4Realty
HONG GUO	AIMHOME REALTY INC.	AGENTFLUX INC
MIAO GUO	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
ZHUHUA GUO	RE/MAX CROSSROADS REALTY INC.	LAIMI INC
ANIL GUPTA	HOMELIFE/MIRACLE REALTY LTD	Web4Realty
SUSAN GUPTA	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
DANI HABBAL	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
GHOOLLAM REZA	RE/MAX INFINITE INC.	BEST FOR AGENTS
HABIBZADEH	HOMELIFE/MIRACLE REALTY LTD	Web4Realty
MAZEN HAFEZ	HOMELIFE/MIRACLE REALTY LTD	Web4Realty
ASHFAQ HAIDER	PRESTIGE REAL ESTATE CENTRE INC.	Real Web Solutions
FURQAN HAIDER	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
LAEEQ HAIDER		

LILIT HAKOBYAN	ROYAL LEPAGE YOUR COMMUNITY REALTY	MY REALPAGE
RICHARD HAMILTON	INETAGENT INC.	ADOSOFT/AGENTLOCATOR
RAMADHANI HAMISI	REAL ESTATE HOMEWARD	Web4Realty
QIUXIN HAN	MASTER'S CHOICE REALTY INC.	LAIMI INC
KARINE HANEYAN	ROYAL LEPAGE EXCEPTIONAL REAL ESTATE SERVICES	Steve Boelhouwer
KARINE HANEYAN	ROYAL LEPAGE EXCEPTIONAL REAL ESTATE SERVICES	Web4Realty
FARRAH HANIFF	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
AGNIESZKA HANKOWSKI	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
JUDITH HANLEY	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
SHIRLEY HANLON	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
STEPHEN WILLIAM HANLON	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
DAN HAO	TIMES SQUARE REAL ESTATE SERVICES INC.	LAIMI INC
JEWAN (JIM) HARBARAN	CENTURY 21 REGAL REALTY INC.	ADOSOFT/AGENTLOCATOR
MATTHEW HARDING	SUTTON GROUP-TOWN AND COUNTRY REALTY LTD	Web4Realty
CORRIE HARDING-KEIZS	KELLER WILLIAMS REALTY SOLUTIONS	ADOSOFT/AGENTLOCATOR
ANA HARRIOTT	KING STREET REALTY	MY REALPAGE
ANA HARRIOTT	KING STREET REALTY	ADOSOFT/AGENTLOCATOR
MARSHA D. HARRISON	ROYAL LEPAGE RCR REALTY	WebtechDezine/Magi Richardson
HEATHER LEA HARTT	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
NADANNE HARTWELL	HOMELIFE DREAMS REALTY INC.	ADOSOFT/AGENTLOCATOR
ANIS HASAN	MAARZS REAL ESTATE INC.	WEB FOR REALTOR
MAYSSOUN HATOUM	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
LAUREN HAW	KELLER WILLIAMS REFERRED URBAN REALTY	Ratehub.ca
HALA HAWA	ROYAL LEPAGE MEADOWTOWNE REALTY	Web4Realty
BRUCE HAYWARD	ROYAL LEPAGE ESCARPMENT REALTY	ADOSOFT/AGENTLOCATOR
XIAOMIN HE	REAL ONE REALTY INC.	SELF
XIAOMIN HE	REAL ONE REALTY INC.	Easycan Inc
MARJAN HEIDARIZADEH	RE/MAX PERFORMANCE REALTY INC.	BEST FOR AGENTS
MARJAN HEIDARIZADEH	RE/MAX PERFORMANCE REALTY INC.	Web4Realty
MOHAMED HEIKAL	WOLF REALTY INC.	ADOSOFT/AGENTLOCATOR
PATRICK HEMSWORTH	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
PAUL HENDRICKS	KELLER WILLIAMS REALTY CENTRES	Market Leader
VICTORIA HENSHAW	I PRO REALTY LTD.	WebtechDezine/Magi Richardson
SEAN HERBINSON	KELLER WILLIAMS REALTY CENTRES	Market Leader
GARY HIBBERT	RIGHT AT HOME REALTY INC.	All About Web Services/Tony Slavin
CHELSEA HILL	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
PEGGY HILL	KELLER WILLIAMS EXPERIENCE REALTY	Market Leader
PEGGY HILL	KELLER WILLIAMS EXPERIENCE REALTY	Wolfnet/Joel MacInstosh
PEGGY HILL	KELLER WILLIAMS EXPERIENCE REALTY	richard bell
WARREN D. HILL	NORMAN HILL REALTY INC.	creative synapse inc/ shawn quit
GARRY HILLIS	ROYAL LEPAGE REALTY PLUS	MY REALPAGE
BRENDA HINDS	KELLER WILLIAMS REFERRED REALTY	Market Leader
JOAN HING KING	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
KENNEDY HO	SULTAN REALTY INC.	ILANA BEER
SELINA HO	LANDPOWER REAL ESTATE LTD.	LAIMI INC
STEVEN HO	BETTER HOMES AND GARDENS REAL ESTATE SIGNATURE SERVICE	MY REALPAGE
IAN HOCKING	KELLER WILLIAMS EXPERIENCE REALTY	Market Leader
JAMES HODGINS	HODGINS REALTY GROUP INC.	ADOSOFT/AGENTLOCATOR
MARIE HOGAN	SUTTON GROUP-HERITAGE REALTY INC.	MY REALPAGE
HAMED HOJJATI	RIGHT AT HOME REALTY INC.	Web4Realty
WANDA HOLLOSI	KELLER WILLIAMS REALTY CENTRES	Market Leader
DAVID HOLT	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
SANDRA HOLYOAK	RE/MAX PROFESSIONALS INC.	ADOSOFT/AGENTLOCATOR

GORDON HONOR	ROYAL LEPAGE REALTY PLUS	ADOSOFT/AGENTLOCATOR
GORDON HONOR	ROYAL LEPAGE REALTY PLUS	Click Sold/Sam & Andy
DAVID HORBAY	KELLER WILLIAMS ENERGY REAL ESTATE	Market Leader
MAXWELL HORNER	SUTTON GROUP-ASSOCIATES REALTY INC.	ADOSOFT/AGENTLOCATOR
YIFEI HOU	RE/MAX IMPERIAL REALTY INC.	EZITech/EZIAGENT
ZHEN JIE HOU	HOMELIFE BEST-SELLER REALTY INC.	AGENTFLUX INC
SHELLY HOWE	ACCSSELL REALTY INC.	ADOSOFT/AGENTLOCATOR
TRELAWNY HOWELL	BUYER BROKER REALTY INC.	Web4Realty
CHIH-BIN HSU	RIGHT AT HOME REALTY INC.	Web4Realty
HAI HU	RE/MAX REALTRON REALTY INC.	LAIMI INC
HONG YING HU	AIMHOME REALTY INC.	AGENTFLUX INC
QING HU	PEACELAND REALTY GROUP INC.	Real411 Inc.
SIQIN HU	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
ANITA Z. HUANG	LIVING REALTY INC.	SELF
CUIYI HUANG	PEACELAND REALTY GROUP INC.	Zhifeng Lin
QING HUANG	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
RONALD HUANG	PEACELAND REALTY GROUP INC.	LAIMI INC
SHAO YUN HUANG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
SU-LING HUANG	HOMELIFE/VISION REALTY INC.	LAIMI INC
XI MING HUANG	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
NICHOLAS HUMPHRIES	SAGE REAL ESTATE LIMITED	My Realpage
AMARJEET HUNJAN	CENTURY 21 GREEN REALTY INC.	Web4Realty
MARYANNE HUNT	RE/MAX CROSSROADS REALTY INC.	Web4Realty
TREVOR HUNT	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
SUI FANG HUO	RED ROSE REALTY INC.	APOSTROPHE SOLUTIONS
MUHAMMAD HUSSAIN	RE/MAX CONDOS PLUS CORPORATION	Market Leader
MUHAMMAD HUSSAIN	RE/MAX CONDOS PLUS CORPORATION	EVERY IT SOLUTION
SOHJEONG HWANG	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
AMIN HYDER ALI	RE/MAX PERFORMANCE REALTY INC.	Market Leader
MARIA IACOBELLI	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
MARIA IACONETTI	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
GINO IAQUINTA	HOMELIFE/METROPARK REALTY INC.	ADOSOFT/AGENTLOCATOR
ABID SYED IFTIKHAR	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
HARDAT INDAR	CENTURY 21 INNOVATIVE REALTY INC.	Web4Realty
NOELLA INGABIRE	RE/MAX CONDOS PLUS CORPORATION	Market Leader
LAURA INWARD	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
RAYOMAND IRANI	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
JEFFREY IRONI	RE/MAX REALTRON REALTY INC.	ADOSOFT/AGENTLOCATOR
EDMOND ISHAG	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
RIZWAN ISHTIAQ	KINGSWAY REAL ESTATE BROKERAGE	ADOSOFT/AGENTLOCATOR
ABBAS ISSA	ROYAL LEPAGE CREDIT VALLEY REAL ESTATE	Web4Realty
NADINE ITINIANT	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Real Web Solutions
NADINE ITINIANT	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	ADOSOFT/AGENTLOCATOR
SANDRA IWICKI	SUTTON GROUP REALTY SYSTEMS INC.	MY REALPAGE
CHERYL JACKSON	IPRO REALTY LTD.	Web4Realty
KENNETH JACKSON	ROYAL LEPAGE TERREQUITY REALTY	ADOSOFT/AGENTLOCATOR
ODETTE JACKSON	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
VICTORIA JACOBS	CENTURY 21 B.J. ROTH REALTY LTD.	Market Leader
ANNETTE JAEGER	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Real Web Solutions
HUZEIFA JAFFERJI	ROCK STAR REAL ESTATE INC.	ADOSOFT/AGENTLOCATOR
SYED JAFRI	RE/MAX REALTY SPECIALISTS INC.	Market Leader
JASWINDER JAGPAL	RE/MAX DYNASTY REALTY INC.	MY REALPAGE
JASWINDER JAGPAL	RE/MAX DYNASTY REALTY INC.	Clicksold/Sam Prochazka
JASWINDER JAGPAL	RE/MAX DYNASTY REALTY INC.	AGENTFLUX INC
HUMAYUN JAHANGIR	CENTURY 21 INNOVATIVE REALTY INC.	ADOSOFT/AGENTLOCATOR
DEEPAK JAIN	RE/MAX GOLD REALTY INC.	ADOSOFT/AGENTLOCATOR
VAHAB JALALI	CENTURY 21 HERITAGE GROUP LTD.	ADOSOFT/AGENTLOCATOR

IMAN JALILI	ROYAL LEPAGE SIGNATURE REALTY	BEST FOR AGENTS
IMAN JALILI	ROYAL LEPAGE SIGNATURE REALTY	My RealPage
IOULIA JALINSKAIA	HOMELIFE FRONTIER REALTY INC.	MY REALPAGE
TANZA JAMES	HOMELIFE TODAY REALTY LTD.	BRITE AGENT
MUHAMMAD JAMIL	RE/MAX ACTIVE REALTY INC.	MY REALPAGE
MUHAMMAD JAMIL	RE/MAX ACTIVE REALTY INC.	Market Leader
ROOMANA JAMIL	RE/MAX REALTY ONE INC.	BEST FOR AGENTS
SALMAN JAMIL	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
SAIF JASIM	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
FAISAL JAWAID	RE/MAX PERFORMANCE REALTY INC.	Web4Realty
VAITHILINGAM JAYASIRI	HOMELIFE TOP STAR REALTY INC.	ADOSOFT/AGENTLOCATOR
OBED JEAN-JACQUES	ROYAL LEPAGE TERREQUITY REALTY	ADOSOFT/AGENTLOCATOR
ALEKSANDRA JELENIC	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
STEVE JENAH	SUTTON GROUP FUTURE REALTY INC.	ADOSOFT/AGENTLOCATOR
JESSE JENISH	KELLER WILLIAMS REFERRED REALTY	Market Leader
JESSE JENISH	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
MARINA JERKOVIC	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
BRIAN JERONIMO	RE/MAX PREMIER INC.	APOSTROPHE SOLUTIONS
KANG JI	AIMHOME REALTY INC.	AGENTFLUX INC
YUMING JI	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
HONGCHUN JIAN	MASTER'S CHOICE REALTY INC.	MICHAEL HE
XUE CI JIAN	MASTER'S CHOICE REALTY INC.	LAIMI INC
BEI JIANG	AIMHOME REALTY INC.	EasyCan Inc
JACKIE JIANG	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	AGENTFLUX INC
TINGXIU JIANG	AIMHOME REALTY INC.	AGENTFLUX INC
YUAN HONG JIANG	RE/MAX IMPERIAL REALTY INC.	Real411 Inc.
NI JIN	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
TASNIM JIVAJI	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
TRACY JOAKIM	SUTTON GROUP ELITE REALTY INC.	Web4Realty
CATHERINE JOHNSON	YOUR CHOICE REALTY CORP.	ADOSOFT/AGENTLOCATOR
FITZROY JOHNSON	IPRO REALTY LTD.	Market Leader
FITZROY JOHNSON	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
JEFFREY LEO JOHNSON	RE/MAX PROFESSIONALS INC.	Market Leader
MARY-ANNE JOHNSON	FUTURE GROUP REALTY SERVICES LTD.	Web4Realty
JAMES L. JOHNSTON	RE/MAX CONDOS PLUS CORPORATION	Real Web Solutions
JAMES L. JOHNSTON	RE/MAX CONDOS PLUS CORPORATION	Ryan D Taylor
JAMES L. JOHNSTON	RE/MAX CONDOS PLUS CORPORATION	DTI WEB - Sue Sutcliffe
JENNIFER JONES	KELLER WILLIAMS REALTY CENTRES	Market Leader
JENNIFER JONES	CENTURY 21 MILLENNIUM INC.	Click Sold/Sam & Andy
MARK JONES	RE/MAX PROFESSIONALS INC.	ADOSOFT/AGENTLOCATOR
ZARRINTAJ JOO	RE/MAX INFINITE INC.	BEST FOR AGENTS
RIYAAD JOOMUN	RE/MAX REALTY ONE INC.	ADOSOFT/AGENTLOCATOR
IRINA JORDACHE	SUTTON GROUP QUANTUM REALTY INC.	Web4Realty
DAVID JOSEPH	MINCOM PEOPLES CHOICE REALTY INC.	WebTech Dezine
ILAN JOSEPH	SUTTON GROUP-ADMIRAL REALTY INC.	APOSTROPHE SOLUTIONS
SRDJAN JOVICIC	RED ROSE REALTY INC.	ADOSOFT/AGENTLOCATOR
NASIM JUBRAN	RE/MAX REALTY SPECIALISTS INC.	REAL WEB SOLUTIONS
DAVID WILFORD JUDSON	RE/MAX PLATINUM LIMITED	Click Sold/Sam & Andy
HAMZA JUMA	KINGSWAY REAL ESTATE BROKERAGE	Market Leader
MARC JURMAN	KELLER WILLIAMS REALTY SOLUTIONS	ADOSOFT/AGENTLOCATOR
ROBERT KAISER	ROYAL LEPAGE ESTATE REALTY	BEST FOR AGENTS
ANUP KAKKAR	CENTURY 21 INNOVATIVE REALTY INC.	ADOSOFT/AGENTLOCATOR
JOANNA KALBARCZYK	RE/MAX CONDOS PLUS CORPORATION	MY REALPAGE
AMIT KALIA	RE/MAX REAL ESTATE CENTRE INC.	MY REALPAGE
DIMITRIOS KALKOUNIS	SOUTHVALE REALTY INC.	Web4Realty
CORINNE KALLES	HARVEY KALLES REAL ESTATE LTD.	Neighbourhood Experts
MICHAEL SAMUEL KALLES	HARVEY KALLES REAL ESTATE LTD.	Market Leader
GURPREET KALRA		

SHEEMA KALRA	KELLER WILLIAMS REAL ESTATE ASSOCIATES	MY REALPAGE
SOTIRIOS KAMOUTSIS	RE/MAX ACTIVE REALTY INC.	Trevor Snooks
KIRUBAHARAN KANAGASABAI	PLANIT REAL ESTATE INC.	SCETERA
RANJSON KANAPATHIPPILLAI	HOMELIFE TODAY REALTY LTD.	Market Leader
ANITPAL KANG	HOMELIFE/FUTURE REALTY INC.	MY REALPAGE
JOHN KAREVSKA	ROYAL LEPAGE ESTATE REALTY	ADOSOFT/AGENTLOCATOR
WILLIAM KARNASIOTIS	RE/MAX ROUGE RIVER REALTY LTD.	ADOSOFT/AGENTLOCATOR
LINDA KASZUBA-KOSTICK	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
ROOPINDERJIT KAUR	RE/MAX REALTY ENTERPRISES INC.	Web4Realty
IRENE KAUSHANSKY	HOMELIFE/MIRACLE REALTY LTD	Market Leader
ELVIS KAZALAC	KELLER WILLIAMS NEIGHBOURHOOD REALTY	WebtechDezine/Magi Richardson
MICHAEL KAZALAC	ROYAL LEPAGE MAXIMUM REALTY	WebtechDezine/Magi Richardson
MORGAN KEATING	ROYAL LEPAGE MAXIMUM REALTY	CHRIS SIMMONS/ SimXSolutions
TERESA KEEFE	CENTURY 21 REGAL REALTY INC.	Denis Kateneff
KIM KEHOE	SUTTON GROUP OLD MILL REALTY INC.	MY REALPAGE
KIM KEHOE	BOSLEY REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
AUSTIN KEITNER	BOSLEY REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
AUSTIN KEITNER	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
REBECCA KELSEY	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
KATHARINE KENNEDY	KELLER WILLIAMS ENERGY REAL ESTATE	Market Leader
REBECCA KEYZER	KELLER WILLIAMS ADVANTAGE REALTY	MY REALPAGE
NADEEM KHALID	SAGE REAL ESTATE LIMITED	LAHORE GRAPHIC DESIGNS
HARJIT KHALSA	RE/MAX PERFORMANCE REALTY INC.	AGENTFLUX INC
AASAM KHAN	HOMELIFE SUPERSTARS REAL ESTATE LIMITED	ADOSOFT/AGENTLOCATOR
ASIF KHAN	RE/MAX PERFORMANCE REALTY INC.	Market Leader
ASIM KHAN	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
JEROME KHAN	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
MUHAMMAD KHAN	RE/MAX PERFORMANCE REALTY INC.	Web4Realty
MUSHTAQ KHAN	HOMELIFE/MIRACLE REALTY LTD	Market Leader
NADEEM KHAN	SUTTON GROUP REALTY SYSTEMS INC.	Web4Realty
NAVAID KHAN	HOMELIFE UNIQUE REAL ESTATE LTD.	Web4Realty
TAHIRA KHAN	HOMELIFE/BAYVIEW REALTY INC.	Web4Realty
SURJIT KHAROD	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
LAKHWINDER KHASRIA	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
MAHESH KHATRI	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
HOSSAM KHATTAB	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
ASAD KHILJI	RE/MAX REALTY ONE INC.	ADOSOFT/AGENTLOCATOR
MOHAMMAD KHORASANIZADEH	RE/MAX HALLMARK REALTY LTD.	Web4Realty
LIONEL KHOURY	HOMELIFE WOODBINE REALTY INC.	Click Sold/Sam & Andy
ISHRAT KIANI	RE/MAX ACTIVE REALTY INC.	ADOSOFT/AGENTLOCATOR
YEGHIA ELIAS KIBALIAN	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
JAMES KILLORAN	SOTHEBY'S INTERNATIONAL REALTY CANADA	FOUR WALLS DIGITAL
ALYSA KIM	SAGE REAL ESTATE LIMITED	MY REALPAGE
EDWARD T. KIM	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
RICHARD KIM	I PRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
SEONG CHOL KIM	RE/MAX REALTY ONE INC.	BEST FOR AGENTS
DARYL KING	ROYAL LEPAGE YOUR COMMUNITY REALTY	Artifakt Communications
JULIA KING	ROYAL LEPAGE MEADOWTOWNE REALTY	MCS RES
MAURICE KING	RE/MAX FIRST REALTY LTD.	BRITE AGENT
MAURICE KING	RE/MAX FIRST REALTY LTD.	Market Leader
MELPOMENI KING	KELLER WILLIAMS REALTY CENTRES	Market Leader

MICHELE KING	KELLER WILLIAMS REALTY CENTRES	Market Leader
LEON KLAIMAN	FOREST HILL REAL ESTATE INC.	AGENTFLUX INC
JASPREET KLAIR	PERFECT CONCEPT REALTY	Web4Realty
ERWIN KLUTT	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
NIKOLAY KLYUSHKIN	SUTTON GROUP-ADMIRAL REALTY INC.	ADOSOFT/AGENTLOCATOR
NIKOLAY KLYUSHKIN	SUTTON GROUP-ADMIRAL REALTY INC.	Market Leader
HAYLEY KNAPP	RIGHT AT HOME REALTY INC.	Andrew Knapp
ZEL KNEZEVIC	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
ZEL KNEZEVIC	CITYSCAPE REAL ESTATE LTD.	Clicksold/Sam Prochazka
PHILIP KNIGHT	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
ANDREW KNOX	PROMISE FIRST REALTY INC.	ADOSOFT/AGENTLOCATOR
WILLIAM KNOX	PROMISE FIRST REALTY INC.	ADOSOFT/AGENTLOCATOR
OLEH KOBYLECKYJ	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
KAROL KOBYLINSKI	YOUR CHOICE REALTY CORP.	ADOSOFT/AGENTLOCATOR
ARTHUR KOGAN	HOMELIFE/BAYVIEW REALTY INC.	MY REALPAGE
MARK KOLCHETSKI	RE/MAX CHAY REALTY INC.	Market Leader
BRENDA KOLEY	ROYAL LEPAGE RCR REALTY	MY REALPAGE
ZAIDE KONG	MASTER'S CHOICE REALTY INC.	LAIMI INC
NATALIYA KORCHUK	ORANGE SQUARE REALTY INC.	ADOSOFT/AGENTLOCATOR
BARBARA KORCYL	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
CAROL KORENIC	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
VICTORIA KOTKAS	KELLER WILLIAMS ENERGY REAL ESTATE	ADOSOFT/AGENTLOCATOR
PANAGIOTA KOTSOPOULOS	HOMELIFE BEST-SELLER REALTY INC.	AGENTFLUX INC
MICHEL KOUMBIADIS	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	ADOSOFT/AGENTLOCATOR
LAWRENCE KOVACIC	YOUR CHOICE REALTY CORP.	ADOSOFT/AGENTLOCATOR
YULIA KOZYR	MICHAEL DANIEL REALTY INC.	Clicksold/Sam Prochazka
VIKEN KRİKORIAN	REALTY EXECUTIVES EXPERTS INC.	Real Web Solutions
ROBERT KROLL	RE/MAX REALTRON REALTY INC.	AGENTFLUX INC
LJUBICA KR PAN	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
TAMMY KUDLIK	I PRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
AVDO KUDUZOVIC	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
ZOLTAN KUGLER	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
WIKTOR KULA	RE/MAX REALTY ONE INC.	BEST FOR AGENTS
TERRY KULAGA	RE/MAX REALTRON REALTY INC.	Web4Realty
JERZY KULESZA	SUTTON WEST REALTY INC.	Web4Realty
ASHEESH KUMAR	HOMELIFE RELIANCE REALTY INC.	WebtechDezine
NITHARSHAN KUMARAKURUSINGAM	ZOLO REALTY	XTREME WEB STUDIO
TONY KUREC	RIGHT AT HOME REALTY INC.	AGENTFLUX INC
HEIDI KURIEN	RE/MAX CONDOS PLUS CORPORATION	ADOSOFT/AGENTLOCATOR
STELLA KVATERMAN	ORANGE SQUARE REALTY INC.	ADOSOFT/AGENTLOCATOR
CHECK-HONG KWONG	RE/MAX REAL ESTATE CENTRE INC.	WebtechDezine
NADINE LACHTABEGA	RE/MAX PROFESSIONALS INC.	ADOSOFT/AGENTLOCATOR
JOHN LAGAKOS	RE/MAX PROFESSIONALS INC.	MY REALPAGE
MEGAN LAGIMODIERE BASTIAN	KELLER WILLIAMS REALTY CENTRES	ADOSOFT/AGENTLOCATOR
MEGAN LAGIMODIERE BASTIAN	KELLER WILLIAMS REALTY CENTRES	Market Leader
RAJINDER LALL	SECTOR REALTY INC.	Real Web Solutions
GIUSEPPE LAMANTIA	ROYAL LEPAGE REAL ESTATE PROFESSIONALS	ADOSOFT/AGENTLOCATOR
AMARJOT LAMBA	AJ LAMBA REALTY GROUP INC.	MY REALPAGE
STAMATIA LAMBIRIS	ROYAL LEPAGE SIGNATURE REALTY	MY REALPAGE
SUSAN LANCASTER	KELLER WILLIAMS REALTY SOLUTIONS	MY REALPAGE
AUBREY LANGHORNE	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
AUREL LANGLOIS	ROYAL LEPAGE PORRITT REAL ESTATE	HOMEADNET INC
JOEL LANGLOIS	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
CARL LANGSCHMIDT	PROPERTY.CA REALTY INC.	SELF

CAROLYN LAPAS	RE/MAX UNIQUE INC.	Web4Realty
PAUL LAPAS	RE/MAX UNIQUE INC.	Web4Realty
JEROME LAPORTE	SUTTON GROUP-ASSOCIATES REALTY INC.	amir depour
INGRID LARA	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
FRANCESCO JR. LARDI	BRAD J. LAMB REALTY INC.	MY REALPAGE
YEUNG LAU	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
TERESA LAUDADIO	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
CARL LAUDAN	BOSLEY REAL ESTATE LTD.	My Realpage
CHRIS LAUFER	SUTTON GROUP QUANTUM REALTY INC.	ADOSOFT/AGENTLOCATOR
MARTHA LAVERDE	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
BRETT LAWLER	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
CATHERINE LAWLOR	CENTURY 21 ST. ANDREW'S REALTY INC.	DIMITRI PRITSKER
ANESSA LE	KINGSWAY REAL ESTATE BROKERAGE	ADOSOFT/AGENTLOCATOR
HA VAN LE	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
LIU JUN LE	AIMHOME REALTY INC.	LAIMI INC
THUY LE	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
SHARON DIANNE LEBLANC	KELLER WILLIAMS REALTY CENTRES	Market Leader
BARRY LEBOW	RE/MAX ULTIMATE REALTY INC.	ADOSOFT/AGENTLOCATOR
RICHARD YUN-SONG LEE	BEST CANADA HOME REALTY INC.	LAIMI INC
WEI HSIN LEE	MASTER'S CHOICE REALTY INC.	LAIMI INC
JULES LEGAL	AUVA REALTY LTD.	MY REALPAGE
PERLA LEHAVA	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
FRANK LEO	RE/MAX WEST REALTY INC.	Web4Realty
JUSTIN LEPORE	CENTURY 21 TEAM REALTY LTD.	MY REALPAGE
JUSTIN LEPORE	CENTURY 21 TEAM REALTY LTD.	ADOSOFT/AGENTLOCATOR
SHAWN LEPP	KELLER WILLIAMS ENERGY REAL ESTATE	Seth Hunt
SHAWN LEPP	KELLER WILLIAMS ENERGY REAL ESTATE	HBN MEDIA COMMISSIONS INC
MICHELLE LEUNG	RE/MAX REALTRON MICH LEUNG REALTY INC.	Real Web Solutions
SARAH LEVER	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
MARIETTA LEVINSON	HOMELIFE/REALTY ONE LTD.	Web4Realty
STEPHEN LEVY	ROYCE REALTY INC.	Web4Realty
NATALIE LEWICKY	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
SANDRA LEWIS	CENTURY 21 LEADING EDGE REALTY INC.	Market Leader
DEJUN LI	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
DIANE LI	RIGHT AT HOME REALTY INC.	LAIMI INC
JIANQIANG LI	HOMELIFE LANDMARK REALTY INC.	EZITech/EZIAGENT
KUN LI	CENTURY 21 LEADING EDGE REALTY INC.	LAIMI INC
XUE LI	AIMHOME REALTY INC.	AGENTFLUX INC
YUAN LI	AIMHOME REALTY INC.	LAIMI INC
WEI MING LIANG	JDL REALTY INC.	LAIMI INC
EILY LIANG-BARTFAI	RE/MAX REALTRON REALTY INC.	ADOSOFT/AGENTLOCATOR
TING-HUEI LIAO	AIMHOME REALTY INC.	AGENTFLUX INC
MALCOLM LIGGETT	RIGHT AT HOME REALTY INC.	All About Web Services/Tony Slavin
FORBES LILFORD	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
ANDRE LILL	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Web4Realty
MARIYA LILLY	RE/MAX HALLMARK REALTY LTD.	Click Sold/Sam & Andy
IVY LIM	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	Click Sold/Sam & Andy
CLEMENT LIN	RE/MAX IMPERIAL REALTY INC.	AGENTFLUX INC
DIAN LIN	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
EN LIN	AIMHOME REALTY INC.	AGENTFLUX INC
FANG YU LIN	HOMELIFE LANDMARK REALTY INC.	Real411 Inc.
JIA YAN LIN	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
LIN LIN	HOMELIFE LANDMARK REALTY INC.	Web4Realty
DWAYNE LINTON	ROYAL LEPAGE CREDIT VALLEY REAL ESTATE	Web4Realty
DWAYNE LINTON	ROYAL LEPAGE CREDIT VALLEY REAL ESTATE	MY REALPAGE

DAMIAN LISTAR	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
DAN LIU	AIMHOME REALTY INC.	AGENTFLUX INC
FENG LIU	MASTER'S CHOICE REALTY INC.	EZITech/EZIAGENT
HUAJIAN LIU	MASTER'S CHOICE REALTY INC.	LAIMI INC
JIANGUO LIU	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
JING YUN LIU	HOMELIFE NEW WORLD REALTY INC.	EZITech/EZIAGENT
JUN LIU	PEACELAND REALTY GROUP INC.	LAIMI INC
LI (EMILY) LIU	HOMELIFE NEW WORLD REALTY INC.	MY REALPAGE
XIAO-HUA LIU	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
XUE DONG LIU	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
YANG LIU	AIMHOME REALTY INC.	1ST ONLINE SERVICES INC
ZHENHUA LIU	AIMHOME REALTY INC.	AGENTFLUX INC
MURRAY LLOYD	IPRO REALTY LTD.	Market Leader
DANIEL LOGHIN	IPRO REALTY LTD.	Web4Realty
ANNE LOK	HOMELIFE/REALTY ONE LTD.	My Realpage
MARNI LOKASH	HARVEY KALLES REAL ESTATE LTD.	HOMEADNET INC
ALESSANDRA LOMBARDI	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
CARMEN LOMBARDI	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
STEVE LOREIRO	RE/MAX ULTIMATE REALTY INC.	ADOSOFT/AGENTLOCATOR
DANIEL LOSIER	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
ALEXANDRE LOUTCHANSKI	CENTURY 21 WELCOME HOME REALTY INC.	Market Leader
ALEXANDRE LOUTCHANSKI	CENTURY 21 WELCOME HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
MONIKA LOWRY	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
JING LU	JDL REALTY INC.	LAIMI INC
JINSONG LU	REAL ONE REALTY INC.	EasyCan Inc
ZHIN ZHUANG LU	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
JACQUELINE MICHELLE LUCAS	RE/MAX REALTY ENTERPRISES INC.	MY REALPAGE
WINNIE LUI	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
CHLOE LUK	TRADEWORLD REALTY INC	LAIMI INC
SARAH LUNN	COLDWELL BANKER RONAN REALTY	WebtechDezine
XUAN LUO	PEACELAND REALTY GROUP INC.	LAIMI INC
XUAN LUO	PEACELAND REALTY GROUP INC.	LAIMI INC
CHRISTIAN LUXEMBURGER	SUTTON GROUP CENTRAL REALTY INC.	Web4Realty
LEI MA	MASTER'S CHOICE REALTY INC.	EZITech/EZIAGENT
MARY MAAN	ROYAL LEPAGE MEADOWTOWNE REALTY	Web4Realty
PRUDENTIA MABEN	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	WebtechDezine
ANNA MACCANI	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
KENZIE MACDERMID	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
GEORGES MACDONALD	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
JOHN MACEWEN	SAGE REAL ESTATE LIMITED	MY REALPAGE
LISA MACEWEN	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
MARTIN MACFARLANE	SUTTON GROUP-HERITAGE REALTY INC.	MY REALPAGE
HOLLY MACGILLIVRAY	SUTTON GROUP-HERITAGE REALTY INC.	WebtechDezine
STAN MACHNIEWICZ	KINGSWAY REAL ESTATE BROKERAGE	Web4Realty
DAVID MACLEAN	REAL ESTATE HOMEWARD	MY REALPAGE
ERWIN JOSEPH MAGNATE	CENTURY 21 FINE LIVING REALTY INC.	ADOSOFT/AGENTLOCATOR
SEAN MAHONEY	SAGE REAL ESTATE LIMITED	My Realpage
AGNES MAING	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
JATINDER MAINI	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
RAVINDER MAINI	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	SONITEK INTERNATIONAL
SYLVIA MAJDDPOUR TALAT	RE/MAX REALTRON REALTY INC.	APOSTROPHE SOLUTIONS
NAJEBULLAH MAJIDZADEH	RE/MAX REALTRON REALTY INC.	Market Leader
STEVE MAK	HOMELIFE BEST-SELLER REALTY INC.	AGENTFLUX INC
WINSTON MAK	HOMELIFE BEST-SELLER REALTY INC.	AGENTFLUX INC
OLENA MAKSIMENKO	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
ALEXANDER MALEK	ROYAL LEPAGE SIGNATURE REALTY	Eekona

MAZIAR MALEKI	RE/MAX INFINITE INC.	BEST FOR AGENTS
MEHRAN MALEKZADEH	RE/MAX REALTRON REALTY INC.	Click Sold/Sam & Andy
MEHRAN MALEKZADEH	RE/MAX REALTRON REALTY INC.	Web4Realty
GURPARTAP MALHI	CENTURY 21 LEADERS REALTY LTD.	EZITech/EZIAGENT
LUBOMIR MALIK	HUTTON AND ASSOCIATES REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
HARVEY MALINSKY	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
HARVEY MALINSKY	RE/MAX HALLMARK REALTY LTD.	Market Leader
SHANA MALINSKY	RE/MAX HALLMARK REALTY LTD.	Market Leader
NAJWA MALLEYE	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
AINE MALY	BOSLEY REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
ARA MAMOURIAN	SPRING REALTY INC.	
GREG MANBECK	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
NORMA MANFRINI	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
KONSTANTINOS MANGOS	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
PALANIAPPAN MANIAN	KELLER WILLIAMS REFERRED REALTY	Market Leader
NASIR MANJI	KINGSWAY REAL ESTATE BROKERAGE	AGENTFLUX INC
SWARAJPAL MANN	ROYAL LEPAGE FLOWER CITY REALTY	BRITE AGENT
SWARAJPAL MANN	ROYAL LEPAGE FLOWER CITY REALTY	Market Leader
SWARAJPAL MANN	ROYAL LEPAGE FLOWER CITY REALTY	Web4Realty
TEJODHAR MANNAVA	HOMELIFE/MIRACLE REALTY LTD	ADOSOFT/AGENTLOCATOR
TEJODHAR MANNAVA	HOMELIFE/MIRACLE REALTY LTD	Market Leader
JOHN MANNEH	ROYAL LEPAGE/J & D DIVISION	WolfNet Technologies
JOHN MANNEH	ROYAL LEPAGE/J & D DIVISION	Market Leader
JOHN MANNEH	ROYAL LEPAGE/J & D DIVISION	ADOSOFT/AGENTLOCATOR
JUDY ANNE MANOLAKOS	CENTURY 21 WENDA ALLEN REALTY	Web4Realty
JASON MANSINGH	RE/MAX PREMIER INC.	Web4Realty
FRANCISCO MANUCDOC	CITYSCAPE REAL ESTATE LTD.	AGENTFLUX INC
CHENG MAO	REAL ONE REALTY INC.	EasyCan Inc
YIBEI MAO	MASTER'S CHOICE REALTY INC.	AGENTFLUX INC
JESSICA MARCHESI	RE/MAX EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
ANDREW MARGIE	DEVELOPMENT PRO REALTY INC.	Savitha Vijayakumar
MICHELE MARINO	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
MICHELE MARINO	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
LAURA MARKS	SUTTON GROUP-HERITAGE REALTY INC.	WebtechDezine
MARIA MARRELLO	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
BETTY MARSHALL	KELLER WILLIAMS EXPERIENCE REALTY	Market Leader
MAUREEN LOUISE MARSIGLIO	KELLER WILLIAMS REALTY CENTRES	Market Leader
ALFRED MARTINELLI	ROYAL LEPAGE YOUR COMMUNITY REALTY	Market Leader
ALFRED MARTINELLI	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
MARTHA MARTON	CENTURY 21 HERITAGE GROUP LTD.	ADOSOFT/AGENTLOCATOR
FARNAZ MASOUMI	RIGHT AT HOME REALTY INC.	APOSTROPHE SOLUTIONS
MARK MASRI	CENTURY 21 LEADING EDGE REALTY INC.	Web4Realty
RENAT MATAEV	ALAN NEWTON REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
EDWARD WILLIAM MATAR	RE/MAX PERFORMANCE REALTY INC.	ADOSOFT/AGENTLOCATOR
LORI MATHERSON	ROYAL HERITAGE REALTY LTD.	WebtechDezine
SANTHOSH MATHEW	TEAM ALLIANCE REALTY INC.	SELF
VARUN MATHUR	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
NIGEL MAUNDER	SUTTON GROUP ABOUT TOWN REALTY INC.	MCS RES
ROBERT MAY	YOUR CHOICE REALTY CORP.	ADOSOFT/AGENTLOCATOR
HABIB MAZAHERI	RE/MAX REALTRON REALTY INC.	BEST FOR AGENTS
ELENA MAZOUR	RE/MAX CONDOS PLUS CORPORATION	ADOSOFT/AGENTLOCATOR
ANTHONY MAZZITELLI	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
SHAWN P. MCBURNEY	RE/MAX REALTY SPECIALISTS INC.	My Realpage
CORINNE MCCABE	BOSLEY REAL ESTATE LTD.	MY REALPAGE
JAMES MCCLOSKEY	RE/MAX REALTY ENTERPRISES INC.	MY REALPAGE
PETER E. MCCORMICK		MY REALPAGE

	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	
DAVID MCCROSSAN	KELLER WILLIAMS REFERRED REALTY	Market Leader
DANIEL MCDERMOTT	RE/MAX ROUGE RIVER REALTY LTD.	MY REALPAGE
DORIS MCDONALD	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
LISA R. MCDONALD	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
ROBIN MCDONALD	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
REBECCA MCGARVEY	RE/MAX JAZZ INC.	MY REALPAGE
CYNTHIA MCGIVERIN	RE/MAX ULTIMATE REALTY INC.	Web4Realty
DONALD MCHARDY	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
ROBERT MCILWRATH	RE/MAX CONDOS PLUS CORPORATION	Web4Realty
LISA MCINNIS	ROYAL LEPAGE YOUR COMMUNITY REALTY	MY REALPAGE
DAVID JOHN MCINTYRE	RE/MAX ROUGE RIVER REALTY LTD.	ADOSOFT/AGENTLOCATOR
CAROL MCKAY	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
MARGARET MCKEOWN	SUTTON GROUP-HERITAGE REALTY INC.	MY REALPAGE
BRENDA MCKINLEY	KELLER WILLIAMS EDGE REALTY, BROKERAGE	Market Leader
ANGIE TSOPELA MCKINNON	RE/MAX ABOUTOWNE REALTY CORP.	ADOSOFT/AGENTLOCATOR
MARK MCKOY	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
KEN P. MCLACHLAN	RE/MAX HALLMARK REALTY LTD.	MCS RES Michael Grenier
KEN P. MCLACHLAN	RE/MAX HALLMARK REALTY LTD.	Simx Solutions Chris Simmons
KATHERINE MCLAUGHLIN	SUTTON GROUP QUANTUM REALTY INC.	Market Leader
KATHERINE MCLAUGHLIN	SUTTON GROUP QUANTUM REALTY INC.	ADOSOFT/AGENTLOCATOR
DAVID MCLEAN	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
GAVIN MCLEAN	KELLER WILLIAMS REFERRED REALTY	Market Leader
SANDRA MCMUNN	KELLER WILLIAMS REALTY CENTRES	Market Leader
WAYNE MCPHEE	CENTURY 21 REGAL REALTY INC.	ADOSOFT/AGENTLOCATOR
TINA MCQUAID	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
TAMMY MCVEIGH	CARLISLE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
MARGARET MEAD	MAIN STREET REALTY LTD.	ADOSOFT/AGENTLOCATOR
SUSAN MECKIFFE	SUTTON GROUP ELITE REALTY INC.	AGENTFLUX INC
AMY MEDAL	BOSLEY REAL ESTATE LTD.	MY REALPAGE
RICARDO MEDEIROS	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
CAROLYN MEECHAM	ROYAL HERITAGE REALTY LTD.	WebtechDezine
SYED MEHDI	HOMELIFE/MIRACLE REALTY LTD	Web4Realty
ARUN MEHTA	RICHMOND REALTY GROUP (ONTARIO) INC.	
JOHN MEIRIK	PROMISE FIRST REALTY INC.	ADOSOFT/AGENTLOCATOR
MILAN MELAS	CAPITAL NORTH COMMERCIAL REALTY CORP.	My Realpage
GIANNI MELCHIORRE	RE/MAX WEST REALTY INC.	APOSTROPHE SOLUTIONS
ALEX MELCONIAN	RE/MAX HALLMARK REALTY LTD.	BEST FOR AGENTS
EKATERINA MELNIKOVA	RE/MAX REALTRON REALTY INC.	Market Leader
IVOR MENDES	IM REALTY SERVICE INC.	Web4Realty
LINDA MENG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
ALAN MENZIES	HOMELIFE/GTA REALTY INC.	BEST FOR AGENTS
NOORMOHAMED MERCHANT	HOMELIFE NEW WORLD REALTY INC.	ADOSOFT/AGENTLOCATOR
SAMUEL MEREDITH	BOSLEY REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
KENDRA METCALFE	SUTTON GROUP-HERITAGE REALTY INC.	WebtechDezine
JUXHIN MEZINI	RE/MAX PREMIER INC.	SMAL CREATIVE/ ALEX LEPSA
MARCELLO MICELI	ROYAL LEPAGE MAXIMUM REALTY	Click Sold/Sam & Andy
MARCELLO MICELI	ROYAL LEPAGE MAXIMUM REALTY	AGENTFLUX INC
MASOUD MILANI	TOP CANADIAN REALTY INC.	BEST FOR AGENTS
KAREN MILLAR	ROYAL LEPAGE SIGNATURE REALTY	MY REALPAGE
RANDY K. MILLER	ROYAL HERITAGE REALTY LTD.	MCS RES
RANDY K. MILLER	ROYAL HERITAGE REALTY LTD.	MY REALPAGE
ROBERT CHARLES MILLER	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
WAYNE MILLER	ROYAL LEPAGE CONNECT REALTY	HBN MEDIA COMMISSIONS INC
JANET MINARD	TORONTO HOME REALTY INC.	My Realpage
JANET MINARD	TORONTO HOME REALTY INC.	Clicksold/Sam Prochazka

CARL MINICUCCI	HUMBER VALLEY REAL ESTATE INC.	MY REALPAGE
KOUROSH MIRZAJANI	RIGHT AT HOME REALTY INC.	Market Leader
AIDA MIRZAYAN	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
TALEEN MIRZAYAN	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
BATYA MISHAN	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
BATYA MISHAN	RIGHT AT HOME REALTY INC.	SETH HUNT/MARKET LEADER
DARRYL MITCHELL	ZOOCASA	2167961 ONTARIO INC
DAVID A MITCHELL	RE/MAX REALTRON REALTY INC.	Market Leader
DIANE R. MITCHELL	KELLER WILLIAMS REALTY CENTRES	Market Leader
JANICE MITCHELL	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Real Web Solutions
RITA A. MITCHELL	CENTURY 21 PERCY FULTON LTD.	Market Leader
THOMAS G.H. MITCHELL	KELLER WILLIAMS REALTY CENTRES	Market Leader
ALON MIZRAHI	BRIDLEPATH PROGRESSIVE REAL ESTATE INC.	IHOME PROFILE.COM
YAN XIA MO	HIGHYON REALTY INC.	AGENTFLUX INC
ALI MOHAMMADI-SANJANI	HOMELIFE BEST-SELLER REALTY INC.	BEST FOR AGENTS
MAJID MOHAMMADY	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
MAJID MOHAMMADY	CENTURY 21 LEADING EDGE REALTY INC.	My Realpage
NUR MOHAMMED	CENTURY 21 INNOVATIVE REALTY INC.	Market Leader
JAGANNATHAN MOHAN	RIGHT AT HOME REALTY INC.	Web4Realty
ZAN MOLKO	KELLER WILLIAMS REFERRED REALTY	
ZAN MOLKO	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
ALEXANDER MOLONEY	RIGHT AT HOME REALTY INC.	Real Web Solutions
ALEXANDER MOLONEY	RIGHT AT HOME REALTY INC.	MY REALPAGE
ANAHITA MOMTAZIAN	RE/MAX PLATINUM LIMITED	BEST FOR AGENTS
ROMAN MONAENKOV	KELLER WILLIAMS REFERRED REALTY	Market Leader
FRANK MONARDO	CENTURY 21 BEST SELLERS LTD.	ADOSOFT/AGENTLOCATOR
BEHNAZ MONSEF	RE/MAX REALTRON REALTY INC.	BEST FOR AGENTS
JODIE MONTAGNESE	CARLISLE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
JUAN MONTILLA	RE/MAX REALTY SPECIALISTS INC.	Web4Realty
SIGFRIDO MORETTI	SANDRA RINOMATO REALTY INC.	
ERNEST MORGAN	I PRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
MARTHINA MORGAN	THE REAL ESTATE OFFICE INC.	Web4Realty
MICHELLE MORGAN	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
MICHELLE MORGAN	KELLER WILLIAMS REFERRED REALTY	Market Leader
ROBERT MORGAN	RE/MAX PROFESSIONALS INC.	ADOSOFT/AGENTLOCATOR
NICK MORLEY	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
NICK MORLEY	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Web4Realty
ROBERTO MORRA	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
BARBARA MORRIS	BETTER HOMES AND GARDENS REAL ESTATE SIGNATURE SERVICE	MCS RES
SYLVIA MORRIS	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
ANDREA MORRISON	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	BLUE DESIGN & COMMUNICATIONS
NOEL MORTIMER	RE/MAX REAL ESTATE CENTRE INC.	Market Leader
SAMIR MOSAAD	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
JASON MOSELEY	ROYAL LEPAGE CONNECT REALTY	ADOSOFT/AGENTLOCATOR
MENI MOSKOWSKI	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
ELIAS MOUAWAD	HOMELIFE/RESPONSE REALTY INC.	Clicksold/Sam Prochazka
CHRISOULA MOUHTEROS	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
MELANIE MOWAT	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
MELANIE MOWAT	KELLER WILLIAMS REFERRED REALTY	Market Leader
ADAM MROZOWSKI	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
HONGMEI MU	JDL REALTY INC.	LAIMI INC
JAMSHED MUBARAK	RIGHT AT HOME REALTY INC.	AGENTFLUX INC
FARID MUHTAT	ORANGE SQUARE REALTY INC.	MARK HARRIS
FARID MUHTAT	ORANGE SQUARE REALTY INC.	nishant sharma
FARID MUHTAT	ORANGE SQUARE REALTY INC.	MD.REZAUL KARIM

FARID MUHTAT	ORANGE SQUARE REALTY INC.	Dollah Singh
WAYNE MUIR	RE/MAX REALTRON REALTY INC.	My Realpage
PETER G MULHOLLAND	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
ISAM MUNAJJED	RE/MAX REALTY SPECIALISTS INC.	Web4Realty
JITENDERPAL MUNDI	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
ANNE MUNRO	KELLER WILLIAMS REAL ESTATE ASSOCIATES	My Realpage
LISA MUNRO	BOSLEY REAL ESTATE LTD.	MY REALPAGE
RAVINDER MURADIA	RE/MAX REALTY SPECIALISTS INC.	AGENTFLUX INC
ARIF MURJI	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
PATRICK MURPHY	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
ROBERT MURPHY	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
IRENE M. MURRAY	YOUR CHOICE REALTY CORP.	Web4Realty
ROBERT MURRAY	RE/MAX ROUGE RIVER REALTY LTD.	Market Leader
ROBERT MURRAY	RE/MAX ROUGE RIVER REALTY LTD.	ADOSOFT/AGENTLOCATOR
TRACY MYERS	ROYAL LEPAGE MEADOWTOWNE REALTY	Web4Realty
MARJORIE MYTON	RE/MAX REALTY SERVICES INC.	Market Leader
AFSHIN NABAVI	RED ROSE REALTY INC.	APOSTROPHE SOLUTIONS
NASSER NADA	RE/MAX PERFORMANCE REALTY INC.	BEST FOR AGENTS
LUCIE NADON	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
FATEMAH NAEENI	RE/MAX RIGHT CHOICE INC.	APOSTROPHE SOLUTIONS
RADHA NAGARAJAH	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
HOOSHANG NAGHAVI	MAIN STREET REALTY LTD.	MY REALPAGE
PAUL NAGPAL	RE/MAX VISION REALTY INC.	ADOSOFT/AGENTLOCATOR
MOHAMMAD NAKHLESTANI	RE/MAX REALTRON REALTY INC.	MY REALPAGE
PIRABAGARAN NALLATHAMBY	RE/MAX COMMUNITY REALTY INC.	BEST FOR AGENTS
RAVINTHIRAN NARAYANAN	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
INDRA NARINE	CEDAR POINT REAL ESTATE CORPORATION	ADOSOFT/AGENTLOCATOR
FIZZA NASIR	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
NAZHIA NASIR	RIGHT AT HOME REALTY INC.	Web4Realty
ALY SHERIF NATHOO	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
STEPHANIE NAUSE	KELLER WILLIAMS REFERRED URBAN REALTY	My Realpage
STEPHANIE NAUSE	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
ZEESHAN NAZ	HOMELIFE LANDMARK REALTY INC.	Web4Realty
EDWARD NEAL	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
MARIAN NEAL	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
JEAN NGANSOO	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
BICH NGUYEN	RE/MAX REALTRON REALTY INC.	BEST FOR AGENTS
HONG CHI NGUYEN	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
KIM NGUYEN	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
THANH-NGHI NGUYEN	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
RYAN NIE	ROYAL LEPAGE YOUR COMMUNITY REALTY	Click Sold/Sam & Andy
SUKHRAJ NIJJAR	TARGET WEST REALTY INC.	MY REALPAGE
ANNA NIKITINA	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
KAMEL NIKSAN	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
MOHAMMADREZA NILI	ROYAL LEPAGE YOUR COMMUNITY REALTY	BEST FOR AGENTS
YANPING NING	HOMELIFE LANDMARK REALTY INC.	Click Sold/Sam & Andy
PATRICK NJOKU	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
MITRA NOBAKHT-EIVALY	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
MITRA NOBAKHT-EIVALY	KELLER WILLIAMS REFERRED REALTY	Branding for.com
JOY NOLAN	ROYAL LEPAGE MEADOWTOWNE REALTY	Web4Realty
MICHAEL ARTHUR NOONAN	ROYAL LEPAGE VENDEX REALTY	Web4Realty
SOMAYEH NOROZI	HOMELIFE EAGLE REALTY INC.	ADOSOFT/AGENTLOCATOR
TRACY NURSALL	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
VERONICA NURSE	RE/MAX ROUGE RIVER REALTY LTD.	Web4Realty

PAUL NUSCA	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
CHRIS NYE	I PRO REALTY LTD.	Web4Realty
MICHAEL O'BRIEN	BOSLEY REAL ESTATE LTD.	MY REALPAGE
BETH ANNE O'DONOGHUE	BRAD J. LAMB REALTY INC.	AGENTFLUX INC
RUTH OEHRLEIN	ROYAL LEPAGE MEADOWTOWNE REALTY	Web4Realty
JUMOKE OMOLE	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
WILLIAM ORR	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
MOSHE OSCAR	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
CYNTHIA OSTOS	RE/MAX EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
JOHN OWEN	RIGHT AT HOME REALTY INC.	MY REALPAGE
MARSHA OXLEY	RIGHT AT HOME REALTY INC.	Web4Realty
STEVE PACHECO	CENTURY 21 MILLER REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
LUCILA PADILLA	I PRO REALTY LTD.	Web4Realty
PAUL JOHN PAGNIELLO	CENTURY 21 BEST SELLERS LTD.	Market Leader
DONALD PAILLE	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
AJMAL PAIMA	CENTURY 21 MILLENNIUM INC.	ADOSOFT/AGENTLOCATOR
RAJINDER PAL	HOMELIFE/MIRACLE REALTY LTD	
LUIS PALACIOS	I PRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
ARTHUR YEN GONG PAN	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
ANNA PANACCI GERGLEY	ROYAL LEPAGE CONNECT REALTY	ADOSOFT/AGENTLOCATOR
VYOMESH PANDYA	ROYAL TRUST REALTY LTD.	ADOSOFT/AGENTLOCATOR
HARBINDER PANESAR	CENTURY 21 IMRAN KHAN REALTY INC.	ADOSOFT/AGENTLOCATOR
BENNY PANG	CENTURY 21 REGAL REALTY INC.	Market Leader
BENNY PANG	CENTURY 21 REGAL REALTY INC.	HBN MEDIA COMMISSIONS INC
BENNY PANG	CENTURY 21 REGAL REALTY INC.	ADOSOFT/AGENTLOCATOR
PETER PAPOUSEK	RE/MAX REALTY ENTERPRISES INC.	AGENTFLUX INC
THINESH PARAMSOTHY	CITYSCAPE REAL ESTATE LTD.	AGENTFLUX INC
CLAUDIA PARDO RANGEL	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
CLEM PAREDES RODRIGUEZ	REAL ESTATE ADVISORS INC.	MY REALPAGE
GREGORY PARKER	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
HOLLY PARKES	JN ASENSIO REALTY INC.	ADOSOFT/AGENTLOCATOR
DEANNA PARRELL	BOSLEY REAL ESTATE LTD.	Denis Kateneff
ARMIN PARTASH	TOP CHOICE REALTY INC.	AGENTFLUX INC
JOHN PASALIS	REALOSOPHY REALTY INC.	
STEPHEN PASCOE	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
IGOR PASTER	HOMELIFE KINGSVIEW REAL ESTATE INC.	IGOR PASTER
BHAVESH PATEL	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
RAKESH PATEL	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
SWATI PATEL	ROYAL LEPAGE YOUR COMMUNITY REALTY	Web4Realty
ANDREW PATERAS	RE/MAX VISION REALTY INC.	ADOSOFT/AGENTLOCATOR
LISA PATON	RE/MAX HALLMARK YORK GROUP REALTY LTD.	Market Leader
ERIN PATTERSON	BOSLEY REAL ESTATE LTD.	Denis Kateneff
NICK PAVLOV	RE/MAX WEST REALTY INC.	Market Leader
ZEN PAWSON	REAL ESTATE HOMEWARD	Real Web Solutions
ZEN PAWSON	REAL ESTATE HOMEWARD	MY REALPAGE
PEGGY-LEE PEARCE	ROYAL LEPAGE PORRITT REAL ESTATE	Web4Realty
JEFFREY PENELAS	RE/MAX REALTY ENTERPRISES INC.	AGENTFLUX INC
ZHENG PENG	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
MICHAEL PENNY	REALTY EXECUTIVES PLUS LTD	BRITE AGENT
BHOWAN PERSAUD	CENTURY 21 REGAL REALTY INC.	ADOSOFT/AGENTLOCATOR
LARRY PERSAUD	RE/MAX REALTY ONE INC.	BEST FOR AGENTS
ALEX PETERS	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
ALEX PETERS	SUTTON GROUP-SUMMIT REALTY INC.	WebtechDezine
JON PETERS	KELLER WILLIAMS REFERRED REALTY	Market Leader
VIJAYANT PETERS	CENTURY 21 CAMDEC REAL ESTATE LTD.	MY REALPAGE
KATHERINE PETERSON	KELLER WILLIAMS REALTY SOLUTIONS	MY REALPAGE
KATHERINE PETERSON	KELLER WILLIAMS REALTY SOLUTIONS	WebtechDezine
KATHERINE PETERSON	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader

TETYANA PETRAK	CENTURY 21 HERITAGE GROUP LTD.	WebtechDezine
MATEUSZ PETRAS	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
FRANK PETRIGLIA	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
ALEXANDER PETROFF	CENTURY 21 MILLER REAL ESTATE LTD.	Market Leader
MARY PHANG	ROYAL LEPAGE CONNECT REALTY	Market Leader
MARY PHANG	ROYAL LEPAGE CONNECT REALTY	MY REALPAGE
MELANIE PICHE	SAGE REAL ESTATE LIMITED	My Realpage
ANDRZEY PIETRZAK	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
ALEX PILARSKI	RE/MAX REALTRON REALTY INC.	Incom Real Estate
ALEX PILARSKI	RE/MAX REALTRON REALTY INC.	Emphasys Software
ALEX PILARSKI	RE/MAX REALTRON REALTY INC.	Real Web Solutions
RIZWAN PIPRAWALA	CENTURY 21 TITANS REALTY INC.	
ENSI PIRHOSSEINLOU	KELLER WILLIAMS REAL ESTATE ASSOCIATES	ADOSOFT/AGENTLOCATOR
ENSI PIRHOSSEINLOU	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
MARIO PISCITELLI	RE/MAX DIAMOND REALTY INC.	BEST FOR AGENTS INC
ZBIGNIEW PISZCZEK	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
GREGOIRE PLANTE	SLAVENS & ASSOCIATES REAL ESTATE INC.	Denis Kateneff
LEE PLOUFFE	SUTTON GROUP ABOUT TOWN REALTY INC.	ADOSOFT/AGENTLOCATOR
JAYSON POHL	RE/MAX FIRST REALTY LTD.	ADOSOFT/AGENTLOCATOR
STEPHEN POINTER	SUTTON GROUP-SUMMIT REALTY INC.	BEST FOR AGENTS
MARIE-FRANCOISE POLLARD	RE/MAX REALTY SERVICES INC.	MY REALPAGE
RYAN POLLINGTON	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
BARBRA POLLOCK	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
ALLA POLTAVSKI	IPRO REALTY LTD.	WebtechDezine
JOHN POOLE	SOTHEBY'S INTERNATIONAL REALTY CANADA	INDUSTRY 44
SERGEY POPELNUKH	SUTTON GROUP-ADMIRAL REALTY INC.	Denis Kateneff
LEONARD POPESCU	FOREST HILL REAL ESTATE INC.	Web4Realty
JENNIFER POPO	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
JENNIFER POPO	ROYAL LEPAGE SIGNATURE REALTY	Web4Realty
ILANA POPOV	IPRO REALTY LTD.	Web4Realty
CONNIE POWER	RE/MAX HALLMARK YORK GROUP REALTY LTD.	Web4Realty
LESLIE POWERS	IPRO REALTY LTD.	Mike Gosselin
DORIANA PRESSACCO	RE/MAX ABOUTOWNE REALTY CORP.	Web4Realty
LOUISE PRESTON	RE/MAX ABOUTOWNE REALTY CORP.	ADOSOFT/AGENTLOCATOR
JOHN R. PROCENKO	CENTURY 21 LEADING EDGE REALTY INC.	DRAGAN MARJANOVIC/ MEDIA SHAKER
JOHN R. PROCENKO	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
LESLEY PROCTOR	KELLER WILLIAMS REALTY CENTRES	Market Leader
GUS PROKOS	KELLER WILLIAMS REFERRED REALTY	Web4Realty
DANIELLE PROSPER	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
DAVID PAUL PROULX	RE/MAX WEST REALTY INC.	My Realpage
DAVID PAUL PROULX	RE/MAX WEST REALTY INC.	Clicksold/Sam Prochazka
DAVID PAUL PROULX	RE/MAX WEST REALTY INC.	Wolfnet Technologies
DYLAN PROVENCHER	KELLER WILLIAMS ADVANTAGE REALTY	Declan Kerin
DYLAN PROVENCHER	KELLER WILLIAMS ADVANTAGE REALTY	ADOSOFT/AGENTLOCATOR
SEAN PROVENCHER	KELLER WILLIAMS ADVANTAGE REALTY	Declan Kerin
SEAN PROVENCHER	KELLER WILLIAMS ADVANTAGE REALTY	ADOSOFT/AGENTLOCATOR
BING PU	HIGHYON REALTY INC.	Real Web Solutions
VARINDER PUAAR	CENTURY 21 LEGACY LTD.	ADOSOFT/AGENTLOCATOR
ANGELO D. PUCCI	SUTTON GROUP-HERITAGE REALTY INC.	AGENTFLUX INC
DIANA PUERTA	ROYAL LEPAGE REAL ESTATE PROFESSIONALS	Web4Realty
DEEPAK PUNJ	HOMELIFE SUPERSTARS REAL ESTATE LIMITED	Market Leader
RUSSELL KELLY PURCELL	ISLAND HERITAGE REALTY INC.	MY REALPAGE
GORDON PURDY	IPRO REALTY LTD.	MCS RES
GURMAIL PUREWAL	RE/MAX REALTY SERVICES INC.	MCS RES

GURMAIL PUREWAL	RE/MAX REALTY SERVICES INC.	ADOSOFT/AGENTLOCATOR
NITIKA PURI	HARVEY KALLES REAL ESTATE LTD.	MY REALPAGE
SUSAN PYBUS	SUTTON GROUP-HERITAGE REALTY INC.	WebtechDezine
DAVID MICHAEL PYLYP	RE/MAX REALTY SPECIALISTS INC.	
LIANG MIN QI	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
SUSAN MARY QUAGLIERI	ROYAL LEPAGE PORRITT REAL ESTATE	Web4Realty
CARLO RACIOPPO	ROYAL LEPAGE REALTY PLUS	Real Web Solutions
RICHARD RADVANYI	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Web4Realty
ABDOOL AHAB RAHAMAN	HOMELIFE/GOLD TRADE REALTY LTD.	Denis Kateneff
GURKIRAT RAI	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
GURKIRAT RAI	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	variation media
DATTARAGHAVA RAMACHANDRA	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
RANDY RAMADHIN	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
KENNETH RAMSAY	HARVEY KALLES REAL ESTATE LTD.	FOUR WALLS DIGITAL
ASFAR RANA	HOMELIFE CASTLEMORE REALTY INC.	Market Leader
JAY RANA	CENTURY 21 TITANS REALTY INC.	
LAKHVIR S. RANDHAWA	CENTURY 21 GREEN REALTY INC.	Market Leader
MANJINDER RANDHAWA	ROYAL STAR REALTY INC.	MY REALPAGE
ANIRUDDHSINHJI RAOL	RE/MAX PERFORMANCE REALTY INC.	Market Leader
DOMENIC RAPONI	RE/MAX WEST REALTY INC.	Web4Realty
ANNA MARIA RASBERRY	IPRO REALTY LTD.	Web4Realty
MEISAM RASTI	PRINCE BAY INTERNATIONAL LUXURY REALTY CORP.	JUSTIN TUITT CAMPBELL
MEISAM RASTI	PRINCE BAY INTERNATIONAL LUXURY REALTY CORP.	My RealPage
MONICA RATHEE-SHAH	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
KIRAN RATHOD	RE/MAX DYNASTY REALTY INC.	AGENTFLUX INC
MAHDI RAZA	ROYAL LEPAGE YOUR COMMUNITY REALTY	SimX Solutions Inc.
SYED RAZA	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
ALAN MARTIN READ-CHUA	SUTTON GROUP-ASSOCIATES REALTY INC.	WebtechDezine
ZENA RECALDE	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
GAIL REEVES REID	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
GAIL REEVES REID	RE/MAX REALTY SPECIALISTS INC.	MY REALPAGE
MIR BABAK REFANI	RED ROSE REALTY INC.	BOB REFANI
SHARON REID	IPRO REALTY LTD.	Web4Realty
DAVE REISS	PRIORITY ACCESS REALTY CORPORATION	DAVID REISS
FRANCA RENDE	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
LILIANE REZKALLA	SUTTON GROUP REALTY SYSTEMS INC.	Web4Realty
VLADIMIR REZNIK	TIMES REALTY GROUP INC.	ADOSOFT/AGENTLOCATOR
MARIA RICCI	ROYAL LEPAGE/J & D DIVISION	Web4Realty
MARK RICHARDS	RE/MAX HALLMARK REALTY LTD.	SELENE RICHARDS
ERYN RICHARDSON	CENTURY 21 HERITAGE GROUP LTD.	WebtechDezine/Magi Richardson
RALPH RICHARDSON	RIGHT AT HOME REALTY INC.	MY REALPAGE
ANTONIO RICO	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
GLORIA HELEN RIDDALL	ROYAL LEPAGE MEADOWTOWNE REALTY	WebtechDezine/Magi Richardson
LINDA RIJNEKE	KELLER WILLIAMS REALTY CENTRES	Market Leader
VIVIAN C. M. RISI	ROYAL LEPAGE YOUR COMMUNITY REALTY	ANGLER ADVERTISING INC
SVETISLAV RISTIC	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
AZIM RIZVEE	MINMAXX REALTY INC.	AZIM RIZVEE
LUCILLE ANNE RIZZO	CENTURY 21 PERCY FULTON LTD.	MY REALPAGE
RODRIGO ROBALINO	RE/MAX WEST REALTY INC.	Market Leader
RITA ROBERT	RE/MAX REALTRON REALTY INC.	MY REALPAGE
PATRICIA ROBERTS	SUTTON GROUP-HERITAGE REALTY INC.	WebtechDezine
MARISHA ROBINSKY	BOSLEY REAL ESTATE LTD.	WebtechDezine
DEBORAH PATRICIA ROBINSON	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
JENNIFER ROCHA	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
PAUL ROCKWELL	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
IRENE RODARO		Market Leader

DAVID RODGERS	KELLER WILLIAMS NEIGHBOURHOOD REALTY	MY REAL PAGE
LINDA RODIE	HOMELIFE/REALTY ONE LTD.	Market Leader
JACQUELINE RODRIGUES	IPRO REALTY LTD.	Market Leader
NARCISO RODRIGUES	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
LARISSA ROGETT	ROYAL LEPAGE MEADOWTOWNE REALTY	My Realpage
KIRSTEN ROHLOFF	URBAN LANDMARK REALTY INC	Web4Realty
LAURIE ROHLOFF	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
ROB ROLAND	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
AGOSTINO ROMASCO	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
ENRIQUE ROMERO	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
SHAHAB ROOZBAHANI	SUTTON GROUP CENTRAL REALTY INC.	Web4Realty
SHAHAB ROOZBAHANI	THE REAL ESTATE OFFICE INC.	YOUR TRUST INC
CLAIRE-ANN ROSE	THE REAL ESTATE OFFICE INC.	SELF
MARY-KATE ROSE	CHESTNUT PARK REAL ESTATE LIMITED	MY REALPAGE
IRA ROSENBERG	CHESTNUT PARK REAL ESTATE LIMITED	MY REALPAGE
MICHAEL ROSENMANN	RE/MAX REALTRON REALTY INC.	Web4Realty
MICHAEL ROSENMANN	MJR REALTY SERVICES INC.	Market Leader
CHANTAL A. ROSENTHAL	MJR REALTY SERVICES INC.	Incom Real Estate
ORA M. ROSS	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
ORA M. ROSS	KELLER WILLIAMS REFERRED REALTY	HBN MEDIA COMMISSIONS INC
GIOVANNI ROSSI	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
KARIN ROTEM	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
BERNARD J. ROTH	SUTTON - SADIE MORANIS REALTY	Market Leader
BYRON ROUSE	CENTURY 21 B.J. ROTH REALTY LTD.	Realty Sites Plus
ROBERT ROWE	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
MIA RUGGIERO	KELLER WILLIAMS REALTY CENTRES	ADOSOFT/AGENTLOCATOR
JENNIFER RUNDSELL	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
MIROSLAWA RYSIOWSKA	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
MANSOOREH SABRI	RE/MAX PREMIER INC.	WebtechDezine
MANDEEP SACHDEVA	RE/MAX RIGHT CHOICE INC.	BEST FOR AGENTS
CHRISTEL SACHS	RE/MAX DYNASTY REALTY INC.	ADOSOFT/AGENTLOCATOR
PAUL SACHS	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
ROBERT SACHS	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
ALIREZA SADEGHI	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
HEDYEH SADEGHI	RE/MAX REALTRON REALTY INC.	BEST FOR AGENTS
SABINA SADL-KOLCHETSKI	RE/MAX REALTRON REALTY INC.	APOSTROPHE SOLUTIONS
SABINA SADL-KOLCHETSKI	RE/MAX CHAY REALTY INC.	Market Leader
ARMANDO SADOZAI	RE/MAX CHAY REALTY INC.	Real Web Solutions
KHURRAM SAEED	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
LARRY G. SAGE	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
LARRY G. SAGE	SAGE REAL ESTATE LIMITED	Brad Sage
HARMINDER SAGGU	SAGE REAL ESTATE LIMITED	My Realpage
MANJIT SAGGU	RE/MAX REALTY SERVICES INC.	ADOSOFT/AGENTLOCATOR
ANDREW SAGU	CENTURY 21 SKYLARK REAL ESTATE LTD.	WebtechDezine
CHANDRA SAHADEO	RE/MAX PERFORMANCE REALTY INC.	Web4Realty
HARBINDER SAHOTA	CENTURY 21 INNOVATIVE REALTY INC.	ADOSOFT/AGENTLOCATOR
AMIT SAINI	KING REALTY INC.	MY REALPAGE
GEETA SAINI	RE/MAX DYNASTY REALTY INC.	AGENTFLUX INC
SUNIL SAINI	KELLER WILLIAMS REFERRED REALTY	Market Leader
SUNIL SAINI	CENTURY 21 LEGACY LTD.	BEST FOR AGENTS
KALEEM SALAHUDDIN	CENTURY 21 LEGACY LTD.	ADOSOFT/AGENTLOCATOR
MUHAMMAD SALEEMI	RE/MAX PREMIER INC.	ADOSOFT/AGENTLOCATOR
MARK SALERNO	RE/MAX REALTY ONE INC.	ADOSOFT/AGENTLOCATOR
CYNTHIA SALOMON	EUROMART REALTY LTD.	CHRIS SIMMONS/ SIMX SOLUTIONS
ADERITO SALVADOR	RIGHT AT HOME REALTY INC.	MY REALPAGE
BRIAN SAMETZ	SUTTON GROUP-ASSOCIATES REALTY INC.	ADOSOFT/AGENTLOCATOR
	KELLER WILLIAMS REALTY CENTRES	Market Leader

ANTHONY SAMOTUS	PORTLAND REALTY CORPORATION LTD	ADOSOFT/AGENTLOCATOR
KANWALDEEP SAMRA	ROYAL LEPAGE FLOWER CITY REALTY	ADOSOFT/AGENTLOCATOR
MICHAEL SAMRAH	ROYAL LEPAGE REAL ESTATE PROFESSIONALS	ADOSOFT/AGENTLOCATOR
CHAMKAUR SANDHU	KING REALTY INC.	ADOSOFT/AGENTLOCATOR
DEVINDERPREET SANDHU	RE/MAX GOLD REALTY INC.	ADOSOFT/AGENTLOCATOR
GURPAGE SANDHU	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
HARJINDER SANDHU	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
MANBIR SANDHU	RE/MAX GOLD REALTY INC.	EVERY IT SOLUTION
PRABHJOT SANDHU	RE/MAX CHAMPIONS REALTY INC.	Web4Realty
SERENA SANDILANDS	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	ADOSOFT/AGENTLOCATOR
IQBAL SANGHERA	RE/MAX REAL ESTATE CENTRE INC.	BEST FOR AGENTS
JUAN SANTOS	CITY CENTRE REAL ESTATE LTD.	
JOE SARACENI	RE/MAX WEST SIGNATURE REALTY INC.	Real Web Solutions
SHADIA SARRAFI	SOTHEBY'S INTERNATIONAL REALTY CANADA	Web4Realty
NADEEM SARWAR	KINGSWAY REAL ESTATE BROKERAGE	Web4Realty
NORMAN SAVAILLE	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
MARK SAVEL	SAGE REAL ESTATE LIMITED	MY REALPAGE
HANNA SAWALHA	HOMELIFE/METROPARK REALTY INC.	APOSTROPHE SOLUTIONS
GEORGE SAYGAN	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
STEPHANIE SCALIA	RE/MAX REALTY SPECIALISTS INC.	ADOSOFT/AGENTLOCATOR
PETER SCARCELLA	KELLER WILLIAMS REAL ESTATE ASSOCIATES	ADOSOFT/AGENTLOCATOR
JULIE SCARLETT	ROYAL LEPAGE MEADOWTOWNE REALTY	ADOSOFT/AGENTLOCATOR
BOSKO SCEPANOVIC	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
JOHN SCHICK	SUTTON GROUP-ASSOCIATES REALTY INC.	ADOSOFT/AGENTLOCATOR
CORRADO SCHIRRIPIA	COLDWELL BANKER HARTLAND REALTY INC.	ADOSOFT/AGENTLOCATOR
JOSEPH SCHIRRIPIA	COLDWELL BANKER HARTLAND REALTY INC.	ADOSOFT/AGENTLOCATOR
CAROL-ANNE SIMPSON SCHNEIDER	REALTY EXECUTIVES PLUS LTD	Market Leader
BRIAN SCHNEIDMAN	SLAVENS & ASSOCIATES REAL ESTATE INC.	Web4Realty
CARL MARTIN SCHUY	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
CARL MARTIN SCHUY	RE/MAX REALTY ENTERPRISES INC.	My Realpage
JONATHAN SCHWARZ	REVOLUTION REALTY INC.	MY REALPAGE
JONATHAN SCHWARZ	REVOLUTION REALTY INC.	Click Sold/Sam & Andy
WERNER SCHWARZ	KELLER WILLIAMS NEIGHBOURHOOD REALTY	Market Leader
CARLO ANTONIO SCONZA	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
CARLO ANTONIO SCONZA	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
MARY SCOTLAND	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
JULIA SEATON	ROYAL LEPAGE CONNECT REALTY	Web4Realty
ALIREZA SEDIGHI	ORANGE SQUARE REALTY INC.	CYRUX SMART SOLUTIONS INC
HELENA SEDLAK	CONDOS AND CASTLES REALTY INC.	WebtechDezine
NARENDER SEHGAL	HOMELIFE MAPLE LEAF REALTY LTD.	Web4Realty
USHA SEHGAL	HOMELIFE/MIRACLE REALTY LTD	Web4Realty
RAM SEHRAWAT	HOMELIFE LIFETIME REALTY INC.	Denis Kateneff
RANDOLPH RUDIE SELZER	SUTTON GROUP-SUMMIT REALTY INC.	WebtechDezine/Magi Richardson
MARIJA MARY-ANN SEMEN	SUTTON GROUP REALTY SYSTEMS INC.	Real Web Solutions
MARY SEMEN	SUTTON GROUP REALTY SYSTEMS INC.	Web4Realty
MARY SEMEN	SUTTON GROUP REALTY SYSTEMS INC.	My Realpage
GINA SEMENIUK	KELLER WILLIAMS REALTY CENTRES	ADOSOFT/AGENTLOCATOR
ALOMA SENEVIRATNE	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
BRADEN SENTINEAL	RE/MAX REAL ESTATE CENTRE INC.	BRITE AGENT
BRADEN SENTINEAL	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR

SANTO SESSA	RE/MAX PREMIER INC.	Home Hippo Limited
NAWEL K. SETH	TRAIL BLAZERS REALTY	LIFE IDEAS INC
CAROL ANNE SHADDOCK	RE/MAX FIRST REALTY LTD.	MULTI MEDIA IN MOTION
ALPA SHAH	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
SYED SHAH	RE/MAX CROSSROADS REALTY INC.	
NARGES SHAHEBRAHIM	HOMELIFE VICTORY REALTY INC.	BEST FOR AGENTS
HAMID SHAHSAVAR	REAL ESTATE HOMEWARD	MY REALPAGE
MUHAMMAD SHAHZAD	CENTURY 21 GREEN REALTY INC.	ADOSOFT/AGENTLOCATOR
MUHAMMAD SHAHZAD	CENTURY 21 GREEN REALTY INC.	MY REALPAGE
NAVID SHARIFZADEH	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
ANIL SHARMA	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
ANURAG SHARMA	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
BALRAJ SHARMA	HOMELIFE SUPERSTARS REAL ESTATE LIMITED	Web4Realty
BHARAT SHARMA	KINGSWAY REAL ESTATE BROKERAGE	ADOSOFT/AGENTLOCATOR
GIRISH SHARMA	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
NARENDER SHARMA	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
RAJAN SHARMA	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
RAJEN SHARMA	GRAND VISTA REALTY INC.	BRITE AGENT
RAJESH SHARMA	HOMELIFE/MIRACLE REALTY LTD	BEST FOR AGENTS
SALIL SHARMA	IPRO REALTY LTD.	MY REALPAGE
SANDEEP SHARMA	HOMELIFE/WINNERS REALTY INC.	Real Web Solutions
SUDHIR SHARMA	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
VINOD SHARMA	RE/MAX REALTY ONE INC.	Web4Realty
VIVIEN SHARON	KELLER WILLIAMS REFERRED REALTY	Market Leader
JASON SHAW	RE/MAX ULTIMATE REALTY INC.	Market Leader
CHARLES SHEEHAN	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
HUSAM SHEHAIBER	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
INGRID SHELTON	MAIN STREET REALTY LTD.	MONEY TREE LEAD
INGRID SHELTON	MAIN STREET REALTY LTD.	SYSTEMS/DILLON DABBS
CRAIG SHERWOOD	KELLER WILLIAMS REFERRED REALTY	ADOSOFT/AGENTLOCATOR
CRAIG SHERWOOD	KELLER WILLIAMS REFERRED REALTY	Market Leader
FLORA SHESTAK	ORANGE SQUARE REALTY INC.	ADOSOFT/AGENTLOCATOR
LEI SHI	HOMELIFE LANDMARK REALTY INC.	Web4Realty
YING SHI	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
SURINDER SINGH SHINDA	ROYAL STAR REALTY INC.	LAIMI INC
ALI SHIRAZIE	KINGSWAY REAL ESTATE BROKERAGE	Market Leader
NAZIR SHIVJI	CENTURY 21 PERCY FULTON LTD.	Web4Realty
NICOLE SHLASS	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
NICOLE SHLASS	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
WEN SHU	AIMHOME REALTY INC.	Market Leader
MATTHEW SHULMAN	KELLER WILLIAMS REFERRED REALTY	1ST ONLINE SERVICES INC
MATTHEW SHULMAN	KELLER WILLIAMS REFERRED REALTY	Market Leader
FARNAZ SIASATI	CENTURY 21 HERITAGE GROUP LTD.	ADOSOFT/AGENTLOCATOR
TATIANA SIDOROVA	SUTTON GROUP REALTY SYSTEMS INC.	ADOSOFT/AGENTLOCATOR
MEDARDO SIEGA	SUTTON GROUP-SUMMIT REALTY INC.	MY REALPAGE
ANIL SIKKA	HOMELIFE TOP STAR REALTY INC.	ADOSOFT/AGENTLOCATOR
DECIO SILVA	KELLER WILLIAMS ADVANTAGE REALTY	Web4Realty
RAVI INDER SIMAK	CENTURY 21 LEGACY LTD.	Market Leader
FRANCA SIMONE	SUTTON WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
STEPHANIE SIMONE	RE/MAX WEST REALTY INC.	WebtechDezine/Magi Richardson
CHRISTINE DEANNA SIMPSON	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Click Sold/Sam & Andy
STUART SINCLAIR	RE/MAX WEST REALTY INC.	MY REALPAGE
VICTOR SAU KIN SING	HOMELIFE EXCELSIOR REALTY INC.	ADOSOFT/AGENTLOCATOR
CHABI SINGH	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	Elora Consulting - Rohit Shanker
CHABI SINGH	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
		BRITE AGENT

GURSHARAN SINGH	PLANIT REAL ESTATE INC.	ADOSOFT/AGENTLOCATOR
HARDEO SINGH	RE/MAX REALTRON REALTY INC.	ADOSOFT/AGENTLOCATOR
JAGDEEP SINGH	CENTURY 21 HERITAGE GROUP LTD.	BEST FOR AGENTS
KULWANT SINGH	HOMELIFE MAPLE LEAF REALTY LTD.	
MANMEET SINGH	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
MICKEE SINGH	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
PREETI SINGH	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
PUSHPINDER SINGH	HOMELIFE MAPLE LEAF REALTY LTD.	
SONIA SINGH	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
RODNEY SINSON	HOMELIFE EXCELSIOR REALTY INC.	MY REALPAGE
ASHLEY SISCA	ROYAL LEPAGE REALTY PLUS	MY REALPAGE
GRAHAM SIU	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
HARDEEP SIVIA	ROYAL CANADIAN REALTY	Web4Realty
ARKADIUSZ SKICKI	KINGSWAY REAL ESTATE BROKERAGE	
NATALIA SKOKO	RE/MAX PROFESSIONALS INC.	
TONY SLAVIN	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
CHRISTOPHER EDWARD SLIGHTHAM	ROYAL LEPAGE SIGNATURE REALTY	All About Web Services Andrew Knapp
STEPHEN SLOWIKOWSKI	ROYAL LEPAGE REALTY CENTRE	Sheree Cerqua
MELISSA SMEETS	HOMELIFE/REALTY ONE LTD.	My Realpage
DAVID SMERIGLIO	SUTTON WEST REALTY INC.	Web4Realty
JOANNA SMIEJA	KELLER WILLIAMS REAL ESTATE ASSOCIATES	APOSTROPHE SOLUTIONS
NATSUKO SMILIS	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
CHRISTOPHER SMITH	RE/MAX CHAY REALTY INC.	Market Leader
CHRISTOPHER SMITH	RE/MAX CHAY REALTY INC.	ADOSOFT/AGENTLOCATOR
GLEN C. SMITH	YOUR CHOICE REALTY CORP.	Market Leader
GLENN G. SMITH	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Web4Realty
INGRID S. SMITH	RE/MAX WEST REALTY INC.	My Realpage
INGRID S. SMITH	RE/MAX WEST REALTY INC.	My Realpage
INGRID S. SMITH	RE/MAX WEST REALTY INC.	WolfNet Technologies
LORRAINE M. SMITH	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Clicksold/Sam Prochazka
MARTHA SMITH	RE/MAX REALTY SERVICES INC.	MY REALPAGE
MICHAEL JAMES SMITH	RE/MAX REALTY ENTERPRISES INC.	Market Leader
TERENCE SMITH	RE/MAX ABOUTOWNE REALTY CORP.	ADOSOFT/AGENTLOCATOR
ROSALIN SMITH-CARR	ROYAL LEPAGE/J & D DIVISION	BRITE AGENT
TOMASZ SMOK	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
TOMASZ SMOK	SUTTON GROUP-SUMMIT REALTY INC.	SELLING TOOLZ LTD
LILIYA SMOUROV	SUTTON GROUP-SUMMIT REALTY INC.	Web4Realty
GERTRUDE (TRUDY) M. SNYDER	RE/MAX REALTY SERVICES INC.	Real Web Builder
BABAK SOBHANI	RE/MAX REALTY ONE INC.	Market Leader
BABAK SOBHANI	RE/MAX REALTY ONE INC.	SELF
OLESSIA SOLDATOV	FOREST HILL REAL ESTATE INC.	Click Sold/Sam & Andy
SANDRA SOLDERA	RE/MAX WEST REALTY INC.	Web4Realty
SOPHIE SOLOMON	ROYAL LEPAGE ESTATE REALTY	MY REALPAGE
SOPHIE SOLOMON	ROYAL LEPAGE ESTATE REALTY	My Realpage
KIRILL SOLOVIEV	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
XIAO SONG	MASTER'S CHOICE REALTY INC.	Clicksold/Sam Prochazka
PETER SONI	ROYAL LEPAGE SIGNATURE REALTY	AGENTFLUX INC
SAM SOUKAS	SAGE REAL ESTATE LIMITED	ADOSOFT/AGENTLOCATOR
JOSE SOUSA	SUTTON GROUP-ASSOCIATES REALTY INC.	MY REALPAGE
MARK SOUVALIAN	RIGHT AT HOME REALTY INC.	Denis Kateneff
DAVID SPEEDIE	SAGE REAL ESTATE LIMITED	AGENTFLUX INC
ROBERT SPENCE	CENTURY 21 LEADING EDGE REALTY INC.	My Realpage
CARLA SPIZZIRRI	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	ADOSOFT/AGENTLOCATOR
GLADYS SPIZZIRRI	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	ADOSOFT/AGENTLOCATOR

BALJINDER SRA	RE/MAX GOLD REALTY INC.	MY REALPAGE
BALJINDER SRA	RE/MAX GOLD REALTY INC.	ADOSOFT/AGENTLOCATOR
VIRENDRA SRIVASTAVA	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	Real Web Solutions
VIRENDRA SRIVASTAVA	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	EFORMICS SYSTEMS/SHAMIM SAIFULLAH
RACHNA STALONY	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
JIM STANTON	SUTTON GROUP-HERITAGE REALTY INC.	MY REALPAGE
JOSIE STERN	SUTTON GROUP-ASSOCIATES REALTY INC.	MY REALPAGE
MARK STERN	HOMEOPTIMA INC.	HOMEOPTIMAA
MARK D STERN	RE/MAX REALTRON REALTY INC.	ADOSOFT/AGENTLOCATOR
DARLENE STEVENS	CENTURY 21 B.J. ROTH REALTY LTD.	BRITE AGENT
DENROY O. STEWART	SUTTON GROUP CENTRAL REALTY INC.	BEST FOR AGENTS
LAURETTA STEWART	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Ahren Langschmidt
SUSANNE STICKLER	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
DAVID STONE	I PRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
MARTIN STOTHARD	RE/MAX WEST REALTY INC.	My Realpage
TONYA STRIDE	KELLER WILLIAMS ENERGY REAL ESTATE	ADOSOFT/AGENTLOCATOR
CHRISTOPHER STURINO	ROYAL LEPAGE WEST REALTY GROUP LTD.	AGENTFLUX INC
MARY STURINO	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
BEN WEI SU	REAL ONE REALTY INC.	Easycan Inc
BEN WEI SU	REAL ONE REALTY INC.	SELF
QUN SU	RE/MAX IMPERIAL REALTY INC.	AGENTFLUX INC
JOSHUA SUKE	RE/MAX ROUGE RIVER REALTY LTD.	ADOSOFT/AGENTLOCATOR
SHERI SULLIVAN	YOUR CHOICE REALTY CORP.	MCS RES
SHARON SUMMERS	RIGHT AT HOME REALTY INC.	All About Web Services/Tony Slavin
AIMIN SUN	SUNSTATE REALTY SPECIALISTS INC.	AGENTFLUX INC
DARUI SUN	JDL REALTY INC.	LAIMI INC
YI ZI SUN	JDL REALTY INC.	Real411 Inc.
NATALIE SVADJIAN	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
NATALIE SVADJIAN	RIGHT AT HOME REALTY INC.	BRITE AGENT
WAYNE K. SWALLOW	KELLER WILLIAMS REFERRED REALTY	Wolfnet/Joel MacInstosh
WAYNE K. SWALLOW	KELLER WILLIAMS REFERRED REALTY	Real Web Solutions
WAYNE K. SWALLOW	KELLER WILLIAMS REFERRED REALTY	Market Leader
ARRON SWIRE	RIGHT AT HOME REALTY INC.	AGENTFLUX INC
ARRON SWIRE	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
LUBOV SYDORENKO	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
ABDUL SYED	RIGHT AT HOME REALTY INC.	Sam Prochazka
ABDUL SYED	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
ABDUL SYED	RIGHT AT HOME REALTY INC.	Market Leader
MATT SYLVESTER	SUTTON GROUP-HERITAGE REALTY INC.	MY REALPAGE
TIM SYRIANOS	RE/MAX ULTIMATE REALTY INC.	DEALTAP INC
ANTHONY TABAR	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
ELLIOTT TABET	SUTTON GROUP-SUMMIT REALTY INC.	alex chao
DANNY TAGLIERI	ROYAL LEPAGE REAL ESTATE PROFESSIONALS	Web4Realty
HALEH TAHERI	HOMELIFE/CIMERMAN REAL ESTATE LIMITED	BEST FOR AGENTS
JASPINDER TAKHAR	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
VICTORIA TAL	FOREST HILL REAL ESTATE INC.	VIUU
PAJMAN TALAT	RE/MAX REALTRON REALTY INC.	BEST FOR AGENTS
AMIR ALI TALEBZADEH	RIGHT AT HOME REALTY INC.	Web4Realty
MICHAEL TANAKA	ROYAL LEPAGE ESTATE REALTY	ADOSOFT/AGENTLOCATOR
KRISHNA TANTRY	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
AIJUN TAO	CANADIAN NATIONAL REAL ESTATE INC.	LAIMI INC
MICHAEL C. TAR	BOSLEY REAL ESTATE LTD.	FOUR WALLS DIGITAL
STEPHEN TAR	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
ALLAN TARKMEEL	RE/MAX CONDOS PLUS CORPORATION	ADOSOFT/AGENTLOCATOR
REGINA TARKMEEL	RE/MAX CONDOS PLUS CORPORATION	ADOSOFT/AGENTLOCATOR
JONATHAN TAVARES	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR

DWIGHT TAYLOR	RE/MAX REALTY SPECIALISTS INC.	Web4Realty
DWIGHT TAYLOR	RE/MAX REALTY SPECIALISTS INC.	AGENTFLUX INC
JAMES TAYLOR	REALTY EXECUTIVES PLUS LTD	Web4Realty
NATASHA TAYLOR	MAIN STREET REALTY LTD.	Web4Realty
RYAN TAYLOR	RE/MAX HALLMARK REALTY LTD.	Click Sold/Sam & Andy
ALLA TCHOUIKO	ALTO REALTY INC.	HOMEADNET INC
STEPHEN TEDFORD	KELLER WILLIAMS ENERGY REAL ESTATE	ADOSOFT/AGENTLOCATOR
CAROL TEICHMAN	RE/MAX REALTRON REALTY INC.	Market Leader
ELINA TEN	ROYAL LEPAGE YOUR COMMUNITY REALTY	Market Leader
JOE TERCEIRA	RIGHT AT HOME REALTY INC.	MY REALPAGE
MARY TERESHYN	510 REALTY INC.	Web4Realty
JUSTYNA TERESZKO	ROYAL LEPAGE REALTY PLUS	Web4Realty
MICHAEL TERRY	RIGHT AT HOME REALTY INC.	Web4Realty
KENNETH TERUYA	ROYAL LEPAGE REALTY CENTRE	Web4Realty
QUYNH THAI	KELLER WILLIAMS REAL ESTATE ASSOCIATES	Market Leader
LYNNE THAM	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
LYNNE THAM	KELLER WILLIAMS REALTY SOLUTIONS	Web4Realty
TULA THOMAS	RIGHT AT HOME REALTY INC.	All About Web Services.com Andrew Knapp
ANGELA THOMPSON	RE/MAX JAZZ INC.	MY REALPAGE
DONNA THOMPSON	HARVEY KALLES REAL ESTATE LTD.	My Realpage
LYNDA THOMPSON	KELLER WILLIAMS REALTY CENTRES	Market Leader
SUZETTE THOMPSON	RE/MAX WEST REALTY INC.	ADOSOFT/AGENTLOCATOR
BRADLEY THOMSON	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	MY REALPAGE
JOHN THORN	REALTY EXECUTIVES PLUS LTD	MCS RES
SURESHKUMAR THURAIRAJA	CENTURY 21 TITANS REALTY INC.	MY REALPAGE
BINGQUAN TIAN	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
THOUN TIM	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
EGILS TIMERMANIS	KELLER WILLIAMS REALTY SOLUTIONS	Market Leader
NIKOLAOS TIMIANIS	RIGHT AT HOME REALTY INC.	MY REALPAGE
PING HUNG TING	RE/MAX IMPERIAL REALTY INC.	Real411 Inc.
SEAN TJIA	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
DIANE TOBIA	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
KEITH TOBIT	HOMELIFE MAPLE LEAF REALTY LTD.	Web4Realty
INGA E. TOI	WIDE WORLD PROPERTIES LIMITED	ORGANISM
SEYFI TOMAR	ROYAL LEPAGE YOUR COMMUNITY REALTY	Web4Realty
LOU J. TOMASONE	REAL ESTATE ADVISORS INC.	ADOSOFT/AGENTLOCATOR
CHRISTINE TONUS	KELLER WILLIAMS REALTY CENTRES	Market Leader
EVGUENIA TOPOLSKAIA	ATV REALTY INC	Web4Realty
KENNETH TOPPIN	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
FRANK TORCHIA	SUTTON GROUP-SECURITY REAL ESTATE INC.	Market Leader
CHRISTIAN TOROK	REAL ESTATE HOMEWARD	Web4Realty
MICHAEL TOUGH	KELLER WILLIAMS REALTY CENTRES	ADOSOFT/AGENTLOCATOR
MICHAEL TOUGH	KELLER WILLIAMS REALTY CENTRES	Market Leader
CHINH TRAN	WINEVA REALTY INC.	Real Web Builder
DOLORES TRENTADUE	RE/MAX HALLMARK YORK GROUP REALTY LTD.	Web4Realty
ANDREW TROMANHAUSER	SUTTON GROUP FUTURE REALTY INC.	ADOSOFT/AGENTLOCATOR
DAVID TSAPARIS	HOMELIFE/BAYVIEW REALTY INC.	Market Leader
DAVID TSAPARIS	HOMELIFE/BAYVIEW REALTY INC.	ADOSOFT/AGENTLOCATOR
JOHN TSILFIDIS	HOMELIFE/VISION REALTY INC.	AGENTFLUX INC
JOHN TSILFIDIS	HOMELIFE/VISION REALTY INC.	Web4Realty
DIMITRIOS TSOTOS	SAGE REAL ESTATE LIMITED	MY REALPAGE
JEFFREY TSUJI	RE/MAX CONDOS PLUS CORPORATION	MY REALPAGE
ANNA TUREK	SUTTON GROUP FUTURE REALTY INC.	WebtechDezine
MICHAEL TZAKAS	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
BRENDA TZANNIS	SUTTON GROUP - SIGNATURE REALTY INC.	MY REALPAGE

LAURA UBALDINO	RE/MAX PROFESSIONALS INC.	MY REALPAGE
GURPREET SINGH UBHI	CENTURY 21 PEOPLE'S CHOICE REALTY INC.	ADOSOFT/AGENTLOCATOR
ALDO TINO UDOVICIC	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
SARAH UNDERHILL	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
DAVID URSINO	ROYAL LEPAGE YOUR COMMUNITY REALTY	My Realpage
TARIQ USMAN	CITYSCAPE REAL ESTATE LTD.	ADOSOFT/AGENTLOCATOR
SAMEER VALIMOHAMED	RE/MAX ULTIMATE REALTY INC.	SimX Solutions
SAMEER VALIMOHAMED	RE/MAX ULTIMATE REALTY INC.	ADOSOFT/AGENTLOCATOR
PAUL VALLIS	REAL ESTATE HOMEWARD	MY REALPAGE
JOEL VAN ARRAGON	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
JURGEN VAN NIMWEGEN	RE/MAX ULTIMATE REALTY INC.	Web4Realty
JASON VAN STIPHOUT	KELLER WILLIAMS ENERGY REAL ESTATE	My Realpage
NICOLE VAN STONE	RE/MAX CONDOS PLUS CORPORATION	ADOSOFT/AGENTLOCATOR
JULIE MINE VANDENBERG	RE/MAX PREMIER INC.	Web4Realty
BEVERLEY VARCOE	ROYAL LEPAGE YOUR COMMUNITY REALTY	Market Leader
JUDITH VARGA	ROYAL LEPAGE YOUR COMMUNITY REALTY	Web4Realty
PANKAJ VASAL	HOMELIFE WOODBINE REALTY INC.	ADOSOFT/AGENTLOCATOR
SAVIO VAZ	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
DINO VECILE	RE/MAX ABOUTOWNE REALTY CORP.	Market Leader
DINO VECILE	RE/MAX ABOUTOWNE REALTY CORP.	Web4Realty
WANDEE VEE	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
IGOR VERIC	CENTURY 21 HERITAGE GROUP LTD.	Click Sold/Sam & Andy
NARESH VERMA	HOMELIFE/MIRACLE REALTY LTD	Web4Realty
MANSOOR VEZVAIE	EHOMZ REALTY	SELF
ARLENE VIANA	SUTTON - SADIE MORANIS REALTY	arlene viana
RICHARD F. VIEIRA	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
LIEM VIEN	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
BONIFACIO VILLA	SEARCH REALTY CORP.	AGENTFLUX INC
IWONA VINEHAM	RE/MAX REALTY SPECIALISTS INC.	Web4Realty
SHAMEZ VIRANI	RE/MAX PROFESSIONALS INC.	WebtechDezine/Magi Richardson
SHAMEZ VIRANI	RE/MAX PROFESSIONALS INC.	ADOSOFT/AGENTLOCATOR
MANPREET VIRK	RE/MAX REAL ESTATE CENTRE INC.	ADOSOFT/AGENTLOCATOR
JOANN VISARETIS	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
JOANN VISARETIS	CENTURY 21 LEADING EDGE REALTY INC.	Web4Realty
BONNIE VISENTIN	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
DEBORAH LYNN VITALE	ROYAL LEPAGE YOUR COMMUNITY REALTY	Market Leader
MITAL VORA	RE/MAX PROFESSIONALS INC.	BEST FOR AGENTS
ANNE VRANTSIS	HOMELIFE/BAYVIEW REALTY INC.	Web4Realty
FRANO VRDOLJAK	ASHLEY, C., REALTY INC.	Web4Realty
JENNY PHUONG VUONG	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
KIM VUONG	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
KIM VUONG	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
MICHAEL WACHOLTZ	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
MICHAEL WACHOLTZ	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
JEFFREY H. WAGMAN	FOREST HILL REAL ESTATE INC.	AGENTFLUX INC
HEIKKI WALDEN	SUTTON GROUP-ASSOCIATES REALTY INC.	MY REALPAGE
TERI WALDERMAN	HARVEY KALLES REAL ESTATE LTD.	MY REALPAGE
JASON WALKER	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
MICHELLE WALKER	RE/MAX HALLMARK REALTY LTD.	ADOSOFT/AGENTLOCATOR
STEPHEN WALKER	ROYAL LEPAGE TERREQUITY REALTY	ADOSOFT/AGENTLOCATOR
LATOYA WALLACE	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
RODRICK WALLACE	IPRO REALTY LTD.	ADOSOFT/AGENTLOCATOR
ELORA WALROND	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
BIAO WANG	HOMELAND REAL ESTATE CORP.	LAIMI INC
BIN WANG	AIMHOME REALTY INC.	AGENTFLUX INC
BO WANG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
HENG WANG	MASTER'S CHOICE REALTY INC.	LAIMI INC

HUA MANDY WANG	MASTER'S CHOICE REALTY INC.	LAIMI INC
HUI WANG	RE/MAX REALTRON REALTY INC.	LAIMI INC
HUI WANG	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
JIAN YU WANG	AIMHOME REALTY INC.	LAIMI INC
LING XUE WANG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
LIPING WANG	RE/MAX IMPERIAL REALTY INC.	LAIMI INC
QIN WANG	AIMHOME REALTY INC.	AGENTFLUX INC
TAO WANG	RE/MAX IMPERIAL REALTY INC.	Real411 Inc.
VICTOR WANG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
YE WANG	RE/MAX IMPERIAL REALTY INC.	LAIMI INC
ZHIJUN WANG	AIMHOME REALTY INC.	AGENTFLUX INC
ZHIJUN WANG	AIMHOME REALTY INC.	1ST ONLINE SERVICES INC
ZHU WANG	MASTER'S CHOICE REALTY INC.	Real411 Inc.
IWONA WARD	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Market Leader
JOSEPH DAVID WARD	RE/MAX REALTY ENTERPRISES INC.	ADOSOFT/AGENTLOCATOR
MONIKA JULIA WATOR	IPRO REALTY LTD.	Incom Real Estate
KATHARINE WATSON	BOSLEY REAL ESTATE LTD.	My Realpage
MATTHEW WATT	BOSLEY REAL ESTATE LTD.	My Realpage
SCOTT WEBSTER	SUTTON GROUP-ASSOCIATES REALTY INC.	Denis Kateneff
KENNETH SCOTT WEDLAKE	ROYAL LEPAGE REAL ESTATE SERVICES LTD.	Web4Realty
CARRIE WEI	MASTER'S CHOICE REALTY INC.	LAIMI INC
JASON WEINBERGER	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
JASON WEINBERGER	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
GERALD WEINER	IPRO REALTY LTD.	Market Leader
JERRY WEINER	NORMAN HILL REALTY INC.	Market Leader
CAMERON WEIR	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
CAMERON WEIR	KELLER WILLIAMS ADVANTAGE REALTY	MY REALPAGE
LESLIE WEIR	CENTURY 21 LEADING EDGE REALTY INC.	ADOSOFT/AGENTLOCATOR
KARIN WELSH	RE/MAX ALL-STARS REALTY INC.	Web4Realty
HSIN-HWA WEN	HOMELIFE/GTA REALTY INC.	LAIMI INC
WILLIAM WERTHEIM	COLDWELL BANKER - R.M.R. REAL ESTATE	Click Sold/Sam & Andy
DAVID WEST	RE/MAX JAZZ INC.	MCS RES
JANE WEST	RE/MAX JAZZ INC.	MCS RES
JENNIFER WHYTE	RE/MAX ROUGE RIVER REALTY LTD.	Market Leader
CHARLENE WILLIAMS	ROYAL LEPAGE EXCEPTIONAL REAL ESTATE SERVICES	ADOSOFT/AGENTLOCATOR
FREDRICKA WILLIAMS	HOMELIFE LIFETIME REALTY INC.	Denis Kateneff
SANDRA WILLIAMS	HOMELIFE/REALTY ONE LTD.	Market Leader
LINDA D. WILLIAMSON	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
ANN-MARIE WILSON	TRECO REAL ESTATE LIMITED	MY REALPAGE
DANIEL WILSON	ROYAL LEPAGE/J & D DIVISION	Web4Realty
DAVID WILSON	SUTTON GROUP QUANTUM REALTY INC.	ADOSOFT/AGENTLOCATOR
DAVID WILSON	SUTTON GROUP QUANTUM REALTY INC.	Market Leader
DEBORAH KAREN WILSON	RE/MAX REALTY ENTERPRISES INC.	Web4Realty
MELANIE WILSON	REAL ESTATE HOMEWARD	MY REALPAGE
WILLIAM WINKELS	RE/MAX REALTY SERVICES INC.	MCS RES
PALJEET WIRRING	RE/MAX REALTY SERVICES INC.	BRITE AGENT
BRIAN WISEMAN	KELLER WILLIAMS ENERGY REAL ESTATE	Market Leader
BRUCE WITCHEL	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
EDWARD WOLF	FOREST HILL REAL ESTATE INC.	FOUR WALLS DIGITAL
BETSY SHERWIN	ROYAL LEPAGE YOUR COMMUNITY REALTY	Web4Realty
WOLFENDEN		
JAMES WONG	MASTER'S CHOICE REALTY INC.	LAIMI INC
MICHAEL WONG	ROYAL LEPAGE SIGNATURE REALTY	ADOSOFT/AGENTLOCATOR
NEIL WONG	PROMISE FIRST REALTY INC.	ADOSOFT/AGENTLOCATOR
ROBERT WONG	KELLER WILLIAMS ADVANTAGE REALTY	Market Leader
SIMON WONG	REALTY CLASSIFIEDS	MY REALPAGE

SIMON WONG	REALTY CLASSIFIEDS	Classifieds Canada
STEPHEN C.C. WONG	TRUSTWELL REALTY INC.	AGENTFLUX INC
STERLING WONG	SEARCH REALTY CORP.	CHRIS SIMMONS/ SimXSolutions
STERLING WONG	SEARCH REALTY CORP.	CLICK THRU SOLUTIONS INC
STERLING WONG	SEARCH REALTY CORP.	REAL WEB SOLUTIONS / RYAN D TAYLOR
STERLING WONG	SEARCH REALTY CORP.	Lime Wedge Media inc
STERLING WONG	SEARCH REALTY CORP.	Real Web Leads
STERLING WONG	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
STERLING WONG	SEARCH REALTY CORP.	HBN MEDIA COMMISSIONS INC
SUSAN WONG	MARKHAM CENTRE REALTY INC.	LAIMI INC
CYNTHIA ANNE WOOD	RE/MAX ALL-STARS REALTY INC.	Web4Realty
STEPHANIE WOOD	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
JULIE WOYTAS	SUTTON GROUP REALTY SYSTEMS INC.	ADOSOFT/AGENTLOCATOR
LINDSAY WRIGHT	RE/MAX HALLMARK REALTY LTD.	FOUR WALLS DIGITAL
MARLENE WRIGHT	SUTTON GROUP-SUMMIT REALTY INC.	WebtechDezine
MELANIE TARA JANE WRIGHT	RE/MAX HALLMARK REALTY LTD.	MY REALPAGE
JAN WROBEL	YOUR CHOICE REALTY CORP.	WebtechDezine
JEAN WU	RE/MAX EXCEL REALTY LTD.	Web4Realty
JEAN WU	RE/MAX EXCEL REALTY LTD.	LAIMI INC
JIEMIN WU	AIMHOME REALTY INC.	LAIMI INC
LEI WU	RE/MAX REALTRON REALTY INC.	LAIMI INC
XIA WU	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
YAOXUN WU	HOMELIFE NEW WORLD REALTY INC.	Click Sold/Sam & Andy
ZHIJIAN WU	CANADA HOME GROUP REALTY INC.	LAIMI INC
JANINA WYLOTEK	ROYAL LEPAGE REALTY PLUS	Web4Realty
JASON XERRI	SEARCH REALTY CORP.	ADOSOFT/AGENTLOCATOR
BINGXI XIA	JDL REALTY INC.	LAIMI INC
YANXIANG XIA	AIMHOME REALTY INC.	1st ONLINE SERVICES INC
QIAN XIANG	AIMHOME REALTY INC.	LAIMI INC
JIANXUN XU	KELLER WILLIAMS REFERRED REALTY	Market Leader
MINYU XU	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
QIANG XU	AIMHOME REALTY INC.	1ST ONLINE SERVICES INC
YUNBO XU	RE/MAX IMPERIAL REALTY INC.	LAIMI INC
YING XUE	AIMHOME REALTY INC.	AGENTFLUX INC
GUOCHANG YANG	MASTER'S CHOICE REALTY INC.	LAIMI INC
LIXIN YANG	AIMHOME REALTY INC.	AGENTFLUX INC
LIXIN YANG	AIMHOME REALTY INC.	LAIMI INC
RONG XING YANG	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
SHOUZHENG YANG	AIMHOME REALTY INC.	AGENTFLUX INC
TSUNG-HSIEN YANG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
WANZHEN YANG	HOMELIFE LANDMARK REALTY INC.	EZITech/EZIAGENT
ZHI GUO YANG	AIMHOME REALTY INC.	AGENTFLUX INC
DMYTRO YAROSLAVTSEV	RIGHT AT HOME REALTY INC.	Market Leader
JENNIFER YAU	HOMELIFE/GOLD TRADE REALTY LTD.	Denis Kateneff
LILIN YE	MASTER'S CHOICE REALTY INC.	AGENTFLUX INC
MAO YE	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
DANIELLE YEATES	HARVEY KALLES REAL ESTATE LTD.	MY REALPAGE
RANDY YETMAN	RE/MAX WEST REALTY INC.	Web4Realty
TIMOTHY YEW	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
FENGYAN YIN	MASTER'S CHOICE REALTY INC.	EZITech/EZIAGENT
FENGYAN YIN	MASTER'S CHOICE REALTY INC.	YOUR TRUST INC
BETTY YONG	JDL REALTY INC.	ADOSOFT/AGENTLOCATOR
LORI YOUNDER	RE/MAX HALLMARK REALTY LTD.	My Realpage
DAVID YOUNG	SUTTON WEST REALTY INC.	Web4Realty
JAMES YOUNG	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
JASON YOUNG	ROYAL LEPAGE GOLDEN RIDGE REALTY	ADOSOFT/AGENTLOCATOR

JASON YOUNG	ROYAL LEPAGE GOLDEN RIDGE REALTY	Market Leader
STEPHEN YOUNG	YOUNG REALTY INC.	Real Web Solutions
SUSAN YOUNG	HARVEY KALLES REAL ESTATE LTD.	Web4Realty
AMY YOUNGREN	KELLER WILLIAMS REFERRED URBAN REALTY	ADOSOFT/AGENTLOCATOR
AMY YOUNGREN	KELLER WILLIAMS REFERRED URBAN REALTY	Market Leader
TAMER YOUSSEF	RE/MAX CROSSROADS REALTY INC.	ADOSOFT/AGENTLOCATOR
TAMER YOUSSEF	RE/MAX CROSSROADS REALTY INC.	BEST FOR AGENTS
JING WEI YU	CENTURY 21 LEADING EDGE REALTY INC.	LAIMI INC
YIHE YUAN	RIGHT AT HOME REALTY INC.	ADOSOFT/AGENTLOCATOR
ADINA ZAK	SUTTON GROUP-ADMIRAL REALTY INC.	Denis Kateneff
MASOUDEH ZAKERI	KELLER WILLIAMS REFERRED REALTY	Market Leader
BARBARA ZALDIN	ROYAL LEPAGE TERREQUITY REALTY	ADOSOFT/AGENTLOCATOR
PAUL ZAMMIT	PAUL ZAMMIT REAL ESTATE LTD.	Salman Akhlaqi
PAULETTE ZANDER	RE/MAX CONDOS PLUS CORPORATION	BEST FOR AGENTS
CYRUS ZANDIAN	RE/MAX REALTRON REALTY INC.	Market Leader
CYRUS ZANDIAN	RE/MAX REALTRON REALTY INC.	Web4Realty
DEBORAH ZARDO	RE/MAX ABOUTOWNE REALTY CORP.	Web4Realty
HELEN ZHANG	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
HONG ZHANG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
KUN ZHANG	AIMHOME REALTY INC.	LAIMI INC
LEI ZHANG	AIMHOME REALTY INC.	AGENTFLUX INC
LIMING ZHANG	AIMHOME REALTY INC.	AGENTFLUX INC
MINJIE ZHANG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
NENG SHAN ZHANG	MASTER'S CHOICE REALTY INC.	LAIMI INC
SHI DONG ZHANG	ESTAR REAL ESTATE CORPORATION	AGENTFLUX INC
SHOUFENG ZHANG	ROYAL LIFE REALTY INC.	
WEI HUA ZHANG	AIMHOME REALTY INC.	LAIMI INC
XIAO NA ZHANG	REAL ONE REALTY INC.	Easycan Inc
XIN ZHANG	MASTER'S CHOICE REALTY INC.	AGENTFLUX INC
YUHUA ZHANG	TEAM ALLIANCE REALTY INC.	AGENTFLUX INC
GANGTIAN ZHAO	AIMHOME REALTY INC.	AGENTFLUX INC
JING ZHAO	MASTER'S CHOICE REALTY INC.	LAIMI INC
LI YUAN ZHAO	JDL REALTY INC.	LAIMI INC
SHUJIE ZHAO	AIMHOME REALTY INC.	1ST ONLINE SERVICES INC
TERRY ZHENG	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
WEN ZHENG	KINGSWAY REAL ESTATE BROKERAGE	LAIMI INC
HUI ZHOU	HOMELIFE LANDMARK REALTY INC.	LAIMI INC
JUAN ZHOU	AIMHOME REALTY INC.	AGENTFLUX INC
MIN ZHOU	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
QINGZUO ZHOU	ROYAL FAMILY REALTY INC.	LAIMI INC
PENNY ZHU	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
WEIWU ZHU	HOMELIFE NEW WORLD REALTY INC.	LAIMI INC
MARTIN ZIELINSKI	SUTTON GROUP-SUMMIT REALTY INC.	ADOSOFT/AGENTLOCATOR
DANIEL ZIVKOVIC	ROYAL LEPAGE YOUR COMMUNITY REALTY	ADOSOFT/AGENTLOCATOR
JASMINA ZIVKOVIC	ROYAL LEPAGE YOUR COMMUNITY REALTY	My Realpage
WEI ZOU	RE/MAX IMPERIAL REALTY INC.	LAIMI INC
ZHONG ZOU	REAL ONE REALTY INC.	Easycan Inc
ANDREW CHARLES ZSOLT	COLDWELL BANKER TERREQUITY REALTY	Real Web Solutions
ANDREW CHARLES ZSOLT	COLDWELL BANKER TERREQUITY REALTY	ADOSOFT/AGENTLOCATOR
MICHAEL ZUCCATO	RE/MAX REALTY SERVICES INC.	MCS RES Michael Grenier
CONRAD ZURINI	RE/MAX ESCARPMENT REALTY INC.	drew doherty

EXHIBIT

SS

Memorandum

Date: February 18, 2015

To: Board of Directors
Staff Directors

From: John DiMichele, CEO

Re: VOW Task Force

In accordance with the TREB By-Law the President may appoint Chairs to task forces and Members to such task forces, subject to the Board of Directors ratifying these appointments.

It is therefore recommended that the Board of Directors ratify the list of Member appointments to the **VOW Task Force**.

Mandate:

To review TREB's existing VOW Policy in accordance with TREB's Strategic Plan.

Chair:

Don Patterson

Royal LePage Signature Realty

Staff Liaison:

John DiMichele

Members:

Lang Vuong	Director of International Franchising at HomeLife Realty Services
Marco Da Silva	Asima Realty Ltd. - Mississauga
Ora Ross	Keller Williams Referred Realty - Toronto
Graham Purvis	Royal LePage York North Realty - Newmarket
Branden Kameka	The Realty Shop Inc. - Mississauga
Mary Kate Rose	Chestnut Park Real Estate Limited - Toronto
Chris Allen	Slavens & Associates Real Estate Inc. - Toronto
Ryan Emmott	Re/Max Premier Inc. – Woodbridge

EXHIBIT

TT

TREB Media Centre Resources for YPN***Recommendation:*****(D103/02/15)****(YPNC/13/002/15)**

It was Moved and Seconded that the YPN Committee record a promotional video at TREB Media Centre to engage potential and existing YPN members and to post on TREB social media sites.

CARRIED**TREB Member Segmentation Data*****Recommendation:*****(D104/02/15)****(YPNC/14/002/15)**

It was Moved and Seconded that the YPN Committee receive Member Segmentation Data quarterly.

CARRIED

It was suggested that to encourage new member committee involvement, TREB's new member orientation packages include YPN and other committee involvement information.

(At 1:40 p.m., Don Kottick left the meeting.)

D8) OTHER BUSINESS**D8.a) Ratification of VOW Task Force*****Recommendation:*****(D105/02/15)**

It was Moved and Seconded that the Board of Directors ratify the Mandate and list of member appointments to the 2015 VOW Task Force.

CARRIED UNANIMOUSLY

EXHIBIT

UU

From: trebvow@trebnet.com [mailto:trebvow@trebnet.com]
Sent: October-22-14 12:17 PM
To: All VOW AVPs and Members
Subject: FORMAL NOTICE - Non-Compliance with the VOW Rules and Policy

To: All VOW AVPs and Members

We have noticed an increase in VOW Policy and Rules Non-Compliance incidents in the past few months and wish to bring these to your attention.

As a reminder, the VOW Policy and Rules must be complied with at all times, including the following:

- 1) VOW access logins must be EMAILED to all clients and consumers (“Consumers”) in order to VERIFY that Consumers have provided valid email addresses and have agreed to the Terms of Use (per MLS® Rules and Policies - VOW Policy Rule - 805).
- 2) VOW data must NOT be visible when scrolling items of images or listings that appear on a VOW website until valid registration of a Consumer is confirmed. VOW data should NOT be visible at ANY time prior to valid Consumer registration and login (per MLS® Rules and Policies - VOW Policy Rule - 805).
- 3) VOW data must NOT be visible at any time or cached at any time so that a Google Search is able to locate and display VOW data in its search results description. As noted in number 2) above, VOW data should NOT be visible at ANY time prior to valid Consumer registration and login (per MLS® Rules and Policies - VOW Policy Rule – 805 and 813).
- 4) No address of any seller who has opted to NOT have their Listing or property address displayed on the internet (disp_addr) may be displayed in any manner including via search, display, or scrolling items unless the VOW member has obtained written permission from the seller (per MLS® Rules and Policies - VOW Policy Rule - 814).
- 5) VOW data that has become unavailable (including expired, withdrawn, suspended, terminated, sold (including pending sold) (even without closing) or leased (even without closing)) MUST be removed from the VOW website within 24 hours of becoming unavailable (per MLS® Rules and Policies - VOW Policy Rule 817 and Rule 823).

This email serves as FORMAL NOTICE that a breach of any of the items listed above is a breach of the MLS® Rules and Policies - VOW Policy and Rules.

Please respond to TREB by Confirmation email within 48 hours of the date of this FORMAL NOTICE that:

- i) you are in compliance with the MLS® Rules and Policies - VOW Policy and Rules, including the items listed above; and
- ii) you acknowledge and agree that non-compliance with any of the above-listed items is a breach of the MLS® Rules and Policies - VOW Policy and Rules.

If you fail to provide us with the requested confirmation within 48 hours of the date of this FORMAL NOTICE you will be considered in breach of the MLS® Rules and Policies - VOW Policy and Rules and with the result that your VOW Datafeed may be immediately DISABLED without further notice to you.

AVPs with websites in breach of any of the above-listed items will be required to provide a timeline of no more than 10 days from the date of this FORMAL NOTICE to rectify any such breach(es) or their VOW Datafeed may be DISABLED without further notice to such AVP.

We will continue to monitor and search for any breaches of the VOW Policy and Rules and any breaches found after this FORMAL NOTICE may result in your VOW Datafeed being immediately DISABLED without further notice to you. Thank you for your cooperation and for your immediate attention to this matter.

Any questions or concerns should be addressed via email to trebvow@trebnet.com.

Sincerely,

Imran Ahmad
Director, Information Technology

Toronto Real Estate Board
Serving Greater Toronto REALTORS®
www.torontorealestateboard.com

Imran Ahmad
Director, Information Technology

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