

FILED / PRODUIT

Date: September 21, 2011

CT- 2011-003

Chantal Fortin for / pour
REGISTRAR / REGISTRARIAIRE

CT-2011-003

OTTAWA, ONT.

47

THE 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:

THE COMMISSIONER OF COMPETITION

Applicant

AND

THE TORONTO REAL ESTATE BOARD

Respondent

SUPPLEMENTARY AFFIDAVIT OF GARY SIMONSEN
(Application for Leave To Intervene by CREA)

I, Gary Simonsen, of the Town of Maberly, in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:

1. I am the Chief Executive Officer of The Canadian Real Estate Association ("CREA"). On August 31, 2011, I swore an Affidavit in support of CREA's Request For Leave to Intervene in this proceeding (the "Initial Affidavit").

2. I swear this Supplemental Affidavit in order to provide the Tribunal with additional evidence which is relevant to CREA's reply to the Commissioner's position that CREA should not be granted intervention status in this proceeding.

3. Attached as Exhibit "A" is a document prepared by CREA a few years ago which provides a general description of the mandate and role played by the various participants in the Canadian real estate industry. While the statistics referred to at the end of this document are slightly out of date, the description of the various roles and mandates remains accurate.

4. As explained in the Initial Affidavit, CREA has developed and implemented a series of By-Laws, Rules and Regulations (the "CREA Rules"). A CREA member must comply with the CREA Rules as a condition of membership in CREA and in order to be licensed to use the MLS® and Realtor® Trademarks owned by CREA. A copy of the CREA Rules currently in force is attached as Exhibit "B".

5. CREA has entered into three agreements with the Toronto Real Estate Board ("TREB") which, among other things, govern the terms of TREB's license to use the MLS® and REALTOR® Trademarks and the terms and conditions required for the uploading of MLS® listing data to the REALTOR.ca website operated by CREA (and discussed in the Initial Affidavit). Attached as Exhibit "C" is a copy of the Certification Mark License Agreement executed by CREA and TREB as of June 1, 1995. Attached

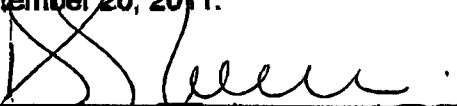
as Exhibit "D" is a copy of the CREA/TREB Content Upload Agreement executed by CREA and TREB in 2006. Attached as Exhibit "E" is a copy of the Three-Way Membership Agreement executed by CREA, TREB and the Ontario Real Estate Association, dated August 1, 1974.

6. In October, 2009, TREB, and the local real estate boards in Hamilton-Burlington, London-St. Thomas and Ottawa launched a joint venture referred to as "Connect". Attached as Exhibit "F" is a document which outlines the services provided by Connect, as well as the local boards and associations in Ontario which are or will be participating in the Connect program.

7. It is also my understanding, based on information received from TREB, that TREB has contracts with the local boards in Brampton and Durham to provide MLS® listing services to those boards (who do not operate MLS® Systems for their respective members).

8. On March 15, 2007, the Federal Court made an Order pursuant to paragraphs 11(1)(b) and 11(1)(c) of the *Competition Act* requiring CREA to produce certain records and provide certain information to the Commissioner. A copy of the Federal Court's Order is attached as Exhibit "G". CREA complied with the Order and provided the responses and information requested.

SWORN BEFORE ME at the City of
Edmonton, in the Province of Alberta, on
September 20, 2011.



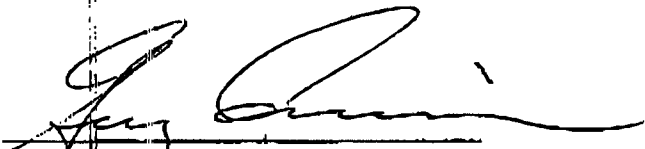
Commissioner for Taking Affidavits/Notary

Public Daniel S. Russell

Barrister & Solicitor, Commissioner

of oaths / Notary Public in & for the Province of Alberta.

This document that is being electronically submitted to the Tribunal is an electronic version of a paper document that has been signed by the affiant. The signed document in paper copy is available and will be produced if requested by the Tribunal.



GARY SIMONSEN

This is Exhibit "A" referred to in the
affidavit of Gary Simonsen
sworn before me, this 20th
day of September, 2011



A Commissioner For Taking Affidavits

Daniel S. Russell,
Barrister & Solicitor
Commissioner of Oaths/Notary Public
in & for the Province of Alberta

Organized Real Estate In Canada



Organized real estate in Canada has three levels. The real estate Board in general operates at a local level; the provincial or territorial Association operates within a province or territory; and the national perspective is the mandate of The Canadian Real Estate Association (CREA).

The Role of the Local Board

The real estate Board is the primary point for processing membership, and the recording and collection of dues. It also operates a Multiple Listing Service® that in turn provides data for display on either the residential properties web site *mls.ca* or the commercial properties version, now branded as ICX.CA. The local Board develops and implements the regulations that support CREA's national policies, and is responsible for the enforcement of the Code of Ethics and the Standards of Business Practice.

The Board also provides an arbitration service to resolve disputes between members, and determines membership prerequisites. Boards are involved in the planning of seminars and workshops. The Board may lobby local or municipal governments on real estate related issues in order to ensure local industry representation, and works with provincial Associations and CREA in this area.

Provincial & Territorial Associations

The Association at the provincial or territorial level handles membership processing in non-Board areas, and is the facilitator for the maintenance of Board jurisdictions, or for resolving disputes between Boards or members from different Boards in the same province. Most Associations deliver pre- and post-licensing education, under the auspices of the regulator, in addition to representing the interests of its members to the provincial legislature.

The development of increased licensing standards and mandatory continuing education has come from organized real estate at the provincial and local level.

The National Association

The members of CREA include Boards and Associations. When you join organized real estate at the Board level, you become a member of all three levels. The responsibilities of CREA include national and international representation of the industry, and the maintenance, protection and setting standards for certification marks and trademarks.

CREA also develops and maintains a national Code of Ethics, Standards of Business Practice and Privacy Code, which are implemented at the local Board level. CREA also provides arbitration services for disputes between provincial or territorial Associations, or between members from different provinces.

CREA's Mandate

CREA's primary mission is to represent its members at the federal level, and to act as a watchdog on national legislation that pertains to the real estate industry. In this regard, CREA has a number of responsibilities, including:

- Representing the interests of members to the federal government and its agencies on existing or proposed legislation that will affect those members, and/or impact private property rights.
- Providing legal advice to Boards and Associations. This can be in the form of legal opinions, policy dispatches, or special meetings or seminars.
- Offering education, information services and resources to Boards, Associations and members on federal issues, such as competition law.
- Enhancing member professionalism and ethics by providing national standards, including establishment of symbols of quality associated with using CREA brands and trademarks.
- Protecting and promoting the two primary national CREA trademarks, MLS® and REALTOR®.



CREA's approach is to provide as much detailed research as possible during the development phase of federal legislation or policy, then to work with the department or agency responsible for implementation of the federal regulations or legislation in the real estate industry. In the past CREA has worked with the Department of Finance, FINTRAC, the Privacy Commissioner's Office and the Competition Bureau to ensure that REALTORS® have had the required information and resource material to comply.

With **Finance**, CREA has initiated and paid for detailed case studies of capital gains and RRSP policy implications.

With **FINTRAC**, CREA has prepared and distributed education and office materials to promote compliance. It has also developed and maintains an online Money Laundering Compliance Centre.

With the **Privacy Commissioner's Office**, CREA has developed an information kit for all levels of real estate. This included brochures for distribution to home buyers and sellers detailing their privacy rights when PIPEDA took effect on January 1st 2004. CREA has also developed a Privacy Code for Organized Real Estate adopted by the industry in 2001.

With the **Competition Bureau**, CREA has developed The Pledge and Principles of Competition, adopted by all levels of organized real estate in 1999. The Association has since completed a third major competition awareness campaign for members, and developed a Competition Compliance Centre online. In 2003, it provided a submission to the national consultation on the proposed amendments to the *Competition Act*.

CREA promotes compliance with Canadian law, and constantly works on innovative ways to ensure even the most remote REALTOR® in the smallest community knows the rules.



How does CREA do it?

We promote compliance with Canadian law. In the Code of Ethics, education and awareness programs, CREA's position is that law or regulations must be obeyed.

In the past, as part of this policy, the Competition Bureau and CREA worked proactively and cooperatively to identify issues and perspectives. The Bureau would advise CREA of possible issues, which would facilitate our involvement and ultimate resolution of the issues. In addition, CREA would consult with the Bureau on various issues for input. The effort was to work towards a resolution of any issues while ensuring that competition laws were respected.

We promote awareness of federal legislation. In three major federal policy areas affecting real estate, CREA has invested in effective and innovative ways to get the message out.

For competition issues, CREA has developed an online member compliance centre that includes The Pledge of Competition and a "self-test" on key issues affecting real estate. A new video has been distributed to Boards across the country, and every member has been sent a new Competition Compliance handbook. New members are also given competition compliance training.

CREA has taken a similar comprehensive multi-media approach to make members aware of federal money laundering and federal privacy legislation.

We promote a uniform approach to regulations, in order to avoid consumer confusion.

This is a challenging area because the licensing and education of real estate professionals is a provincial domain. CREA is working with provincial Associations and a national regulators group to develop national standards in areas such as licensing mobility, regulatory requirements and terminology.

CREA is also working with Boards, Associations and the actual MLS® technology providers to standardize data and real estate descriptions, again in a national effort to alleviate consumer confusion over some regional or local differences in how properties are advertised, or described.

Who's Who in real estate

A Salesperson is an individual employed by a Broker to trade in real estate, who has met provincial licensing requirements. They belong to a local Board and are employed by a brokerage that is a member of the Board.

A Broker has met provincial licensing requirements, which typically entail both experience and education criteria. They may then manage and/or own a brokerage. They are also a Board member and either own/manage/or are employed by a brokerage that is a member of the Board.

A brokerage company may be an independent company, locally owned and managed by a Broker, or be a franchise brokerage owned and operated locally or a national franchise office that is corporately owned and managed locally.

History of Organized Real Estate



The concept of developing an informal association of local real estate agents originated in the United States in the 1880s, and by the turn of the century about 15 real estate Boards had been established. The National Association of REALTORS® (NAR) was formed in the U.S. in 1908 with 19 Boards and one state Association.

Organized real estate in Canada is almost as old as the country itself. The very first real estate Board was set up in 1888 in the growing community of Vancouver. The Vancouver Board was active until the start of the First World War, when operations were suspended. It resumed in 1919, and has been operating ever since.

The distinction of the oldest, continuous running board belongs to Winnipeg; it started in 1903, and the Winnipeg Real Estate Board is the first in Canada to celebrate a 100th anniversary. The Toronto Board was incorporated in 1920, followed by Boards in Ottawa, Hamilton, Regina and Victoria in 1921.

More than half of the existing real estate Boards in Canada were created after 1955, in part because of the evolution of the "Photo Co-Op System" that was introduced in 1951. That was the forerunner of today's MLS®, introduced in 1962. The Co-op System not only created a need for an organization to establish rules and promote co-operation among agents. That's when technology first changed the real estate industry.

During the final years of the Second World War, leaders of Canada's real estate industry were increasingly concerned the federal government would continue some wartime measures as a permanent policy, including rent control and other rules relating to property. They realized that only by forming a national organization could the industry hope to make any impact on the federal government's post-war planning. On March 2nd 1943, 11 Ontario Boards and delegates from Victoria, Vancouver, Edmonton, Winnipeg and Montreal drew up the first constitution of a federation called Canadian Association of Real Estate Boards (CAREB). That's when the term "REALTOR" was adopted for use by all those who were members of CAREB.

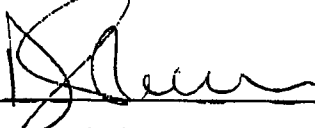
By 1955, CAREB was concentrating on promoting the concept and organization of the "Photo Co-op Listing" system (now MLS®), and on publishing a newsletter called the "Canadian REALTOR". CAREB evolved into what is now known as The Canadian Real Estate Association, and in 1986 the offices were moved from Toronto to Ottawa, in effect acknowledging the increasing importance of CREA's government lobbying activities.

CREA's Current Statistics

- More than 82,000 licenced REALTORS®
- 99 real estate Boards
- 11 provincial/territorial Associations
- Operates 8 web sites for either consumers or members

Under its bylaws, membership in CREA is open to Boards and Associations, as well as their members in good standing. Only Boards and Associations have the right to vote, but the number of votes per Board or Association is based on number of individual members.

This is Exhibit "B" referred to in the
affidavit of Gary Simonsen
sworn before me, this 20th
day of September, 2011



A Commissioner For Taking Affidavits

Daniel S. Russell
Commissioner of Oaths/Notary Public
in & for the Province of Alberta.



BY-LAWS RULES AND REGULATIONS

THE CANADIAN REAL ESTATE ASSOCIATION

APPROVED APRIL 2011



CREA THE CANADIAN
REAL ESTATE ASSOCIATION

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ARTICLE 1 – DEFINITIONS

Act means the Canada Corporations Act R.S.C 1970, c. C-32 as amended from time to time and every statute that may be substituted for that Act.

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

Bilateral Agreement means the written agreements between The Canadian Real Estate Association and all provincial Associations establishing the obligations of each Association in terms of enforcement of the REALTOR® Code.

Director means any person duly elected or appointed to sit on the Board of Directors of The Canadian Real Estate Association.

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

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

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

REALTOR® is a certification mark owned by REALTOR® Canada Inc., a subsidiary of The Canadian Real Estate Association, and identifies a standard of brokerage service rendered by Members of The Canadian Real Estate Association. As used in these By-Laws, REALTOR® designates a licensed real estate practitioner who is a Member of The Canadian Real Estate Association.

REALTOR® Code means the Code of Ethics of The Canadian Real Estate Association as approved by the Members and as amended from time to time.

REALTOR® Code Protocols mean the Education, Communication, and Compliance Protocols as approved by the Members, which establish Member obligations in relation to the operation of the REALTOR® Code.

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

Three-Way Agreement means the written agreements between The Canadian Real Estate Association and each Board and Association setting out membership and other obligations of each party.

ARTICLE 2 – NAME

2.1: English

The English name of the Association shall be The Canadian Real Estate Association (hereinafter referred to as "CREA").

2.2: French

The French name of the Association shall be L'Association canadienne de l'immeuble (referred to in the French translation of these By-Laws as « ACI »).

ARTICLE 3 – PURPOSE, OBJECTS, AND PRINCIPLES

3.1: Purpose, Objects, and Principles

In accordance with the Letters Patent, the purpose, objects, and principles of CREA are as follows:

- 3.1.1: to advance and promote the interests of its Members;
- 3.1.2: to increase public confidence in, and respect for, those engaged in the real estate industry;
- 3.1.3: to promote and maintain a high level of professionalism amongst its Members by creating and sustaining a Code of Ethics;
- 3.1.4: to promote, encourage, and protect the private ownership of real property and do all things necessary or advisable to ensure that real estate remains a sound and desirable investment;
- 3.1.5: to promote and protect the REALTOR® and MLS® family of certification marks by exclusively licensing the marks to, and encouraging their use by Members, by promoting the acceptance and understanding of these marks through public and Member education, and by monitoring and preventing improper uses;
- 3.1.6: to promote Canadian real estate and the services of its Members internationally by liaising and developing relationships with international real estate organizations;
- 3.1.7: to raise, administer, or manage charitable funds for any purposes consistent with the principles of CREA, and to establish any charitable organization advisable to further that purpose;
- 3.1.8: to act as a technological resource to its Members by monitoring and researching technology trends and their impact on the real estate industry, and by providing national technological services and products.

3.2: Attainment of Purpose, Objects, and Principles

For the attainment of its purpose, objects, and principles, CREA may exercise any of the powers as prescribed by the Act, or any other statutes or laws from time to time as applicable. In particular, without limiting the generality of the foregoing, it may:

- 3.2.1: Accumulate from time to time any part of CREA's financial assets and income earned on those assets;
- 3.2.2: Invest and re-invest the financial assets of CREA in a manner consistent with CREA's governing principles;
- 3.2.3: Issue, sell or pledge debentures or other securities of CREA;
- 3.2.4: Mortgage or otherwise secure the real or personal property of CREA;
- 3.2.5: Authorize any Director, officer, or employee to manage, transact, and settle any borrowing, with the power to vary or modify the terms of such arrangements;
- 3.2.6: Enter into agreements, contracts, and undertakings incidental to CREA's objects and purposes;
- 3.2.7: Borrow money on the credit of CREA;
- 3.2.8: Levy and collect dues and assessments.

ARTICLE 4 – ASSOCIATION SEAL

4.1: Form

The seal, an impression of which is stamped in the margin hereof, shall be CREA's seal until changed by the Board of Directors.

ARTICLE 5 – HEAD OFFICE

5.1: Location

CREA's head office shall be in the City of Ottawa, in the Province of Ontario.

ARTICLE 6 – BY-LAWS, RULES, AND REGULATIONS

6.1: Adoption of Rules and Regulations

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

6.2: Immediate Force and Effect

Any Rules and any subsequent amendments adopted by the Board of Directors shall have immediate force and effect, but shall cease to have force and effect unless ratified, with or without amendment, at the next Meeting of the Members.

6.3: Editorial Changes to By-Laws and Rules

The Board of Directors may make such editorial, grammatical, typographical, or cross-reference changes to the By-Laws or Rules, including section designations, that do not change the substance or the meaning of the By-Laws or Rules provided that any such changes to the By-Laws shall require the approval of Industry Canada or otherwise as may be required by the Act.

ARTICLE 7 – INTERPRETATIONS

7.1: Interpretations

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

ARTICLE 8 – MEMBERSHIP

8.1: Classes of Membership

Membership in CREA shall consist of:

- 8.1.1: Boards – Local Real Estate Boards and Local Real Estate Associations.
- 8.1.2: Associations – Provincial and Territorial Real Estate Associations.
- 8.1.3: Commercial Overlay Boards – Boards that encompass the jurisdiction of one or more existing Boards, offering services exclusively to commercial REALTORS®.
- 8.1.4: REALTORS® – Licensed practitioners who are members in good standing of a Board or Association.
- 8.1.5: Individual Members – Persons who are not licensed practitioners who are members of any category of membership in a Board or Association.
- 8.1.6: Direct Affiliate Members – Persons who do not otherwise qualify for any category of membership in a Board or Association, or any individual licensed practitioner outside of Canada whose membership has been approved in accordance with the Rules.
- 8.1.7: Foreign Affiliate Members – Any national real estate association outside of Canada that has a reciprocal agreement with CREA, including all practitioners who are members of that association.
- 8.1.8: Honorary Life Members – Past Presidents and current or former REALTORS® who are approved by the CREA Board of Directors.
- 8.1.9: Honorary Members – Persons not current or former REALTORS® who are approved by the CREA Board of Directors.

8.2: Qualifying For and Maintaining Membership

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

- 8.2.1: CREA's By-Laws, Rules and Policies;
- 8.2.2: The Three-Way Agreement;
- 8.2.3: The REALTOR® Code;
- 8.2.4: The Principles of Competition.

8.3: Failure to Comply

- 8.3.1: The Board of Directors, after reasonable notice and hearing, may terminate the membership of any Direct REALTOR®, Direct Affiliate, Foreign Affiliate, Honorary or Honorary Life Member who fails to comply with the provisions of CREA's By-Laws, Rules, or Policies, or who, in the reasonable opinion of a majority of the members of the Board of Directors, is guilty of unethical or dishonest practice.
- 8.3.2: If a REALTOR® appears to be in violation of CREA's By-Laws, Rules and Regulations, or Policies, CREA may refer the matter to the appropriate Board as a professional standards complaint or take such other action as is provided for in the Rules.
- 8.3.3: In the event of a complaint that a Board or Association has not complied with CREA's By-Laws, Rules, or Policies, the Board of Directors has the authority to make such determination as it deems reasonable including termination of the Board or Association membership, in accordance with the procedure outlined in the Rules.
- 8.3.4: Upon termination of membership, all rights and privileges associated with membership in CREA shall immediately cease.

8.4: Withdrawal

- 8.4.1: A Board, Association, or Commercial Overlay Board may withdraw as a member from CREA by giving ninety (90) days written notice to CREA's Chief Executive Officer.
- 8.4.2: Any Direct REALTOR®, Direct Affiliate, Foreign Affiliate, Honorary or Honorary Life Member may withdraw as a Member from CREA by giving written notice to CREA's Chief Executive Officer.
- 8.4.3: Upon withdrawal of membership, all rights and privileges associated with membership in CREA shall immediately cease.

8.5: Effect of Board/Association Termination

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

8.6: Arbitration

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

ARTICLE 9 – MEETINGS OF THE MEMBERS

9.1: Annual General Meeting

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

9.2: Purpose of Annual General Meeting

The Annual General Meeting shall be held to:

- (i) Elect or appoint directors;
- (ii) Hear and receive the reports and financial statements required by the Act;
- (iii) Appoint the auditors; and
- (iv) Transact any other business properly brought before the meeting.

9.3: Special General Meetings

Special General Meetings may be called by the Board of Directors on its own initiative, or upon the written petition of twenty (20) per cent of the combined number of the Boards and Associations.

9.4: Place of Meetings of the Members

The Board of Directors may determine to hold Meetings of the Members inside or outside of Canada.

9.5: Form and Timing of Notice

- 9.5.1: Notice of the time and place of any Meeting of the Members shall be in written or electronic format, given in the name of the President or Chief Executive Officer, and shall be communicated to each Board and Association in good standing.
- 9.5.2: The notice shall be communicated by regular mail, courier, facsimile, e-mail or other electronic means delivered to Boards or Associations at their last known address as shown on the records of CREA at least thirty (30) days before the meeting date.
- 9.5.3: The inadvertent omission to notify any Board or Association, or the non-receipt of such notice by any Board or Association, shall not invalidate the proceedings at any such meeting.
- 9.5.4: Notice of any Meeting of the Members should contain sufficient information to permit the Member to be aware of the nature of the matters to be presented to the meeting.
- 9.5.5: In the event of an emergency situation, the thirty (30) day notice requirement for a Special General Meeting may be waived by the Board of Directors and the notice shall be circulated to the Members in the most expedient means available.

9.6: Quorum

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

ARTICLE 10 – ATTENDANCE AND VOTING AT MEETINGS OF THE MEMBERS

10.1: Voting Rights

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

10.2: Number of Votes

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

10.2.1: Each Board shall be entitled to one (1) vote for each five hundred (500) members or part thereof, from all membership categories;

10.2.2: Each Association shall be entitled to one (1) vote. Associations with direct members (i.e. REALTORS® who are not members of a Board) shall be entitled to one (1) additional vote for each five hundred (500) direct members or part thereof.

10.2.3: "Members" in this Article means members in good standing as of December 31st, whose dues are paid as of January 31st, according to CREA's records. In the case of dual membership, only the Board or Association that collects and remits the CREA dues on behalf of the member may include that person in its membership figures for the purposes of this Article.

10.3: Voting Delegates

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

10.4: Proxies

A Board or Association, rather than sending a voting delegate, may give a written proxy to another Board or Association for any or all of its votes.

10.5: Votes Needed to Pass Motion

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

10.5.1: Major technology decisions, as defined in the Rules, require a majority of the votes cast representing more than fifty (50) per cent of the membership;

10.5.2: A motion to introduce a matter for which insufficient notice has been given may be brought to the floor if either the substance or timing indicates urgency. This motion requires a 2/3 vote.

10.5.3: All other matters shall be determined by a simple majority vote.

10.6: Voting Method

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

10.7: Attendance

All Members may attend and participate in any Meeting of the Members but shall not be entitled to vote unless a voting delegate.

ARTICLE 11 – BOARD OF DIRECTORS

11.1: Composition of Board of Directors

The administration of CREA's affairs shall be vested in a Board of Directors comprised of twenty (20) persons as follows:

- 11.1.1: the President;
- 11.1.2: the Immediate Past President or in the event that he/she cannot act, the most recent Past President so willing to act;
- 11.1.3: the CCC Director, who is the Chair of an appointee of the Canadian Commercial Council of REALTORS®;
- 11.1.4: the MTC Director, who is the Chair or an appointee of the MLS® and Technology Council;
- 11.1.5: the AEC Director, who is the Chair or an appointee of the Association Executives Council.
- 11.1.6: the President of the National Association of REALTORS®, or his or her representative, with non-voting status;
- 11.1.7: eight (8) Regional Directors;
- 11.1.8: six (6) Directors-at-Large.

11.2: Definitions

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

Regional Director means a Director elected by the Boards and Associations of a Region in accordance with the procedure outlined in Article 13 – Election of Directors-At-Large and Regional Directors.

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

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

11.3: Duties and Responsibilities

- 11.3.1: The Board of Directors, as the senior policy-making body, shall ensure that the objects and purposes of CREA, as set forth in the Letters Patent and these By-Laws, are actively pursued. The detailed responsibilities of the Board of Directors are established in the Rules.
- 11.3.2: The Board of Directors shall have those powers, rights, and privileges conferred upon corporations pursuant to the Act and the Letters Patent, including, but not limited to:
 - 11.3.2.1: Govern and administer the affairs of CREA;
 - 11.3.2.2: Take any measures to control and manage CREA's business that are not inconsistent with the Act or its By-Laws, including entering into contracts on behalf of CREA;
 - 11.3.2.3: Take any and all such steps necessary to enable CREA to acquire, accept, solicit, or receive legacies, gifts, grants, settlements, bequests, endowments, and donations of any kind for the purpose of furthering the objects and governing principles of CREA;
 - 11.3.2.4: Accept, collect, and expend such monies as is considered necessary to conduct the affairs of CREA and to retain financial, legal, and other expertise;
 - 11.3.2.5: Lease or purchase real property; enter into mortgages, contracts, and leases, including contracts of employment and personal service contracts;
 - 11.3.2.6: Establish membership fees, dues, and assessments, to become effective when approved at a Meeting of the Members;
 - 11.3.2.7: Borrow money upon the credit of CREA;
 - 11.3.2.8: Issue, pledge, sell, or secure debentures or other securities of CREA;
 - 11.3.2.9: Establish an annual budget in relation to the affairs of CREA;
 - 11.3.2.10: Purchase insurance to indemnify individuals who serve at the request of CREA on Boards or assume specific tasks on behalf of CREA.

11.4: Terms of Office

- 11.4.1: The President shall hold office for one year as of right, in the year immediately following the year in which he/she holds office as President-Elect;
- 11.4.2: The immediate Past President, the representative of the National Association of REALTORS®, and the three (3) Council Directors shall hold office for a term of one (1) year.
- 11.4.3: The Regional Directors and the Directors-at-Large shall hold office for a term of two (2) years.
- 11.4.4: All terms of office are deemed to expire at the end of the Annual General Meeting in the year the particular term ends.

11.5: Restriction on Holding Office

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

11.6: Quorum

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

11.7: Meetings of the Board of Directors

- 11.7.1: The Board of Directors shall meet not less than twice yearly upon the call of the President.
- 11.7.2: Meetings of the Board of Directors may also be called by:
 - 11.7.2.1: A motion of the Boards and Associations passed at a Meeting of the Members; or
 - 11.7.2.2: Any five (5) members of the Board of Directors in accordance with Section 8 (Notice of Meetings of Directors).
- 11.7.3: All meetings shall take place at the time specified in the call at CREA's head office or such place as determined by the President.

11.8: Form of Meeting

Any meeting of the Directors may be held in person, by teleconference or by other electronic means.

11.9: Voting

Each Director, other than the President of the National Association of REALTORS® or his or her representative, shall have one (1) vote.

11.10: Notice of Meetings of Directors

Notice of Board of Directors meetings shall be delivered or telephoned to each Director not less than ten (10) days before the meeting is to take place. No notice is necessary if all the Directors are present or if those absent have signified their consent to the meeting being held without notice and in their absence.

11.11: Director Honoraria

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

11.12: Loss of Qualification During the Term of Office

A Director shall cease to hold office as a Director in the following circumstances:

- 11.12.1: If a Director resigns by delivering a written resignation to the President and Chief Executive Officer;
- 11.12.2: If, at a Meeting of the Members, a resolution is passed that a Director be removed from office;
- 11.12.3: If a Director makes an assignment for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of any act that may be in force for bankrupt or insolvent debtors;

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- 11.12.4: If a Director ceases to be a member in good standing;
 - 11.12.5: If a Director becomes legally incompetent;
 - 11.12.6: If a Director is removed for cause by a resolution passed by seventy-five (75) per cent of the voting Directors, other than the director proposed to be removed, at a meeting called for that express purpose, provided that all of the Directors (other than the Director proposed to be removed) are present in person or as otherwise provided herein at such meeting; or
 - 11.12.7: If a Director is convicted of an indictable offence or an offence involving theft, fraud, or moral turpitude.

11.13: Vacancies

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

- 11.13.1: by appointing a qualified Member in good standing; or
- 11.13.2: by recommending that a qualified Member in good standing be elected by the membership in accordance with these By-Laws.

11.14: Delegation of Powers

The Board of Directors may, from time to time, delegate such of its powers as it deems appropriate.

ARTICLE 12 – OFFICERS

12.1: Officers

The officers are as follows:

- 12.1.1: President, who shall be the chief elected officer and the Chair of all meetings of the Board of Directors and shall perform such other duties and responsibilities as are established in the Rules or assigned by the Board of Directors;
- 12.1.2: President-Elect, who shall act as President pro tem in the absence of the President, shall be the Chair of all meetings of the Executive Committee and shall perform such other duties and responsibilities as are established in the Rules or assigned by the Board of Directors;
- 12.1.3: Vice-President, who shall act as President-Elect pro tem in the absence of the President-Elect, and shall perform such other duties and responsibilities as are established in the Rules or assigned by the Board of Directors;
- 12.1.4: Immediate Past President, who shall perform such duties and responsibilities as are established in the Rules or assigned by the Board of Directors;
- 12.1.5: Chief Executive Officer, who shall have the powers and perform the duties assigned by the Board of Directors.
- 12.1.6: Any other person or position so named by the Board of Directors.

12.2: Election of Officers

At their first meeting, or as soon as practical following an Annual General Meeting, the Board of Directors will appoint the President as Past President, the President-Elect as President, and elect from among the elected Director positions a President-Elect and Vice-President.

12.3: Termination of Officers

Officers may be terminated on the same grounds, and in accordance with the same process, as set out in the By-Laws and Rules for disqualification of Directors.

ARTICLE 13 – ELECTION OF DIRECTORS-AT-LARGE AND REGIONAL DIRECTORS

13.1: Qualifications of Directors

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

13.1.1: Have a minimum of three (3) years' experience as a director of a Board or Association;

13.1.2: Have been a REALTOR® for at least five (5) years;

13.1.3: In the case of a Regional Director, be licensed in that Region.

13.2: Only One Director Position

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

13.3: Directors-at-Large

13.3.1: Directors-at-Large shall be elected and retire in rotation. Three (3) Directors-at-Large shall be elected at each Annual General Meeting;

13.3.2: All Boards and Associations are entitled to vote in the Director-at-Large elections, and shall carry the same number of votes as they do for the Annual General Meeting voting.

13.4: Regional Directors

13.4.1: Only the Boards and Associations of the particular Region are entitled to vote in the Regional Director elections, and shall carry the same number of votes as they do for the Annual General Meeting.

13.4.2: Regional Directors shall be elected and retire in rotation as follows:

13.4.2.1: In odd numbered years, Regional Directors shall be elected in the following regions:
British Columbia/Yukon (1 director);
Manitoba (1 director);
Quebec (1 director);
New Brunswick/Newfoundland/Nova Scotia/Prince Edward Island (1 director).

13.4.2.2: In even numbered years, Regional Directors shall be elected in the following regions:
Alberta/Northwest Territories (1 director);
Saskatchewan (1 director);
Ontario (1 director);
New Brunswick/Newfoundland/Nova Scotia/Prince Edward Island (1 director).

13.5: Place of Regional Director Election

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

13.6: Acclamation

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

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

13.7: Voting

- 13.7.1: Any candidates to be elected must receive a majority of the legal ballots cast. In any directorship category, where vacancies exist for both two-year and one-year terms, the candidates elected to the two-year terms shall be those receiving the greatest number of votes in descending order. Once candidates have been elected to all two-year terms, the candidates with the next highest number of votes shall be elected to any one-year term.
- 13.7.2: The candidate receiving the fewest number of ballots cast shall be deemed to have withdrawn from any subsequent ballot except where this would give rise to a position on the Board of Directors being filled by a candidate who did not receive a majority of the ballots cast.

ARTICLE 14 – COMMITTEES, TASK FORCES AND COUNCILS

14.1: Committees and Task Forces

The Board of Directors may create such committees and task forces as it deems appropriate, and establish their mandates.

14.2: Councils

The Board of Directors may create councils as it deems appropriate and establish their duties and powers in the Rules.

14.3: Reporting

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

ARTICLE 15 – FISCAL YEAR

15.1: Establishment of Fiscal Year

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

ARTICLE 16 – AUDITORS

16.1: Appointment

The members shall appoint an auditor at each Annual General Meeting.

16.2: Removal

An auditor may be removed and replaced prior to the expiry of his or her appointment at a Meeting of the Members.

16.3: Annual Audit

The auditors shall conduct an annual audit of CREA's books and shall prepare statements and reports for each fiscal year.

ARTICLE 17 – EXECUTION OF DOCUMENTS

17.1: Cheques, Notes, Drafts, Etc.

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

17.2: Execution of Documents

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

17.3: Books and Records

The Board of Directors shall ensure that all necessary books and records of CREA required by the By-Laws or by any applicable statute are regularly and properly kept.

ARTICLE 18 – BANKING ARRANGEMENTS

18.1: Authorization

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

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

18.1.2: Make, sign, draw, accept, endorse, negotiate, lodge, deposit, or transfer any of the cheques, promissory notes, drafts, acceptances, bills of exchange, and orders for payment of money;

18.1.3: Execute any agreement relating to any banking business and defining the rights and powers of the parties thereto; and

18.1.4: Authorize any officer of the banker to do any act or thing on CREA's behalf to facilitate the banking business.

18.2: Board Authorized Signatories

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

ARTICLE 19 – LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS

19.1: Indemnity

Every Director and Officer of CREA and the heirs, executors and administrators, and estate and effects of such Director and officer, shall from time to time and at all times be indemnified and saved harmless, out of the funds of CREA, from and against:

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

19.1.2: All other costs, charges, and expenses, which such Director sustains or incurs in or about or in relation to the affairs thereof, except the costs, charges, or expenses occasioned by the willful neglect or default of such Director.

19.2: Insurance

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

19.3: Protection of Directors and Officers

No Directors or Officers of CREA shall be liable for the acts, receipts, neglects, or defaults of any other Director or Officer or employee, or for joining in any receipt or act for conformity or for any loss, damage, or expense happening to CREA through the insufficiency or deficiency of title to any property acquired by CREA or for or on behalf of CREA or for the insufficiency of any security in or upon which any of the money of or belonging to CREA shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person, firm, or Corporation with whom or which any money, securities, or effects shall be lodged or deposited or for any other loss, damage, or misfortune whatever which may happen in the execution of the duties of his/her respective office or trust in relation thereto unless the same shall happen by or through the person's own wrongful and willful act or through wrongful or willful neglect or default of such Directors or Officers.

19.4: Responsibility for Acts

The Directors of CREA shall not be under any duty or responsibility in respect of any contract, act, or transaction whether or not made, done, or entered into in the name or on behalf of CREA, except such as shall have been submitted to and authorized and approved by the Board of Directors.

ARTICLE 20 – AMENDMENT OF BY-LAWS

The By-Laws of CREA not embodied in the Letters Patent may be repealed or amended, or a new By-Law relating to the requirements of subsection 155(2) of the Act may be enacted, by the Directors and approved by the Members provided that the repeal or amendment of such By-Laws shall not be enforced or acted upon until approved by Industry Canada.

ARTICLE 21 – ACTIONS AND PROCEEDINGS

21.1: No action or proceeding, either at law or in equity, will be brought by any CREA Member against any other Member or against any Director, officer, employee, or any other servant or agent of CREA, or its member Boards and Associations, for any act or omission in relation to the administration or enforcement of these By-Laws.

21.2: This Article may be pleaded as, and shall constitute, an absolute defence to any such claim or action.



RULES AND REGULATIONS

RULE 1 – DEFINITIONS

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

RULE 2 – QUALIFYING FOR MEMBERSHIP

2.1: BOARDS AND ASSOCIATIONS

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

2.1.1: Membership Requirements

2.1.1.1: A Board must consist of a minimum of two (2) real estate firms, with no common ownership or interest, direct or indirect.

2.1.1.2: A Board, as a minimum, must maintain a class of membership for an individual who is a licensed real estate practitioner in that province/territory.

2.1.1.3: A Board may maintain any other class of membership for individuals or organizations whose mandates support the aims and objectives of the Board.

2.1.1.4: An applicant for Board membership will provide, at the time of application, the initial list of membership of all classifications, including addresses and firm affiliation. An updated membership list must be provided to CREA by each Board by December 31st of each year.

2.1.2: Membership in Associations

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

2.1.3: Corporate Jurisdiction

2.1.3.1: A Board must provide CREA with a detailed geographical description and a map of the Board's corporate jurisdiction for approval.

2.1.3.2: Unless otherwise agreed by the affected Boards, only one Board shall operate in each separate jurisdictional area.

2.1.3.3: Any proposed changes to the corporate jurisdiction of a Board must be approved by CREA and the appropriate Association. If the applicant Board is proposing to take any portion of the jurisdiction of another Board into its jurisdictional boundaries, the written approval of that affected Board is also required.

2.1.4: Dues

2.1.4.1: A Board/Association will regularly collect and remit the appropriate CREA membership dues.

2.1.4.2: An applicant for Board/Association membership will submit, with its application, the dues for at least one full year for all members of the proposed Board/Association.

2.1.5: The REALTOR® Code

Each Board/Association shall adopt and enforce the REALTOR® Code in the manner and according to the standards established in the Three-Way Agreement, the Bilateral Agreements, CREA's Rules and Regulations, the REALTOR® Code Protocols, and CREA's policies, all as amended from time to time.

2.1.6: Principles of Competition

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

2.1.7: Arbitration

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

2.1.7.2: All Associations must have an arbitration/mediation process to deal with disputes between their member Boards.

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

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

2.1.9: Incorporation

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

2.1.10: CREA's Certification Marks

2.1.10.1: All of CREA's certification marks, including, but not limited to, REALTOR®, REALTORS®, MLS®, Multiple Listing Service®, and the associated logos, must only be used in accordance with the rules for use and certification mark policies as established by CREA from time to time.

2.1.10.2: A Board/Association must monitor trademark use within its jurisdiction, as required by CREA's By-Laws, Rules, and Policies, and will assist CREA, as needed, in the enforcement of CREA's certification marks.

2.1.11: Board/Association Names

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

2.1.12: Agreements

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

2.1.13: Staff

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

2.1.13.2: A senior staff person at all Boards/Associations must attend at least one (1) risk management session approved by the AEC Board of Directors at least once every three (3) years;

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

2.1.13.4: A senior staff person at all Boards/Association is required to attend at least one (1) national organized real estate meeting or event each year.

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

2.1.13.5.1: Attend the first AEC seminar held following the date of hiring. CREA has the discretion to extend this deadline on the written request of the Board/Association.

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

2.1.14: By-Laws

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

2.1.15: Insurance

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

2.1.16: Legal Counsel

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

2.1.17: Operational Responsibilities

A Board/Association has an ongoing obligation to:

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

2.1.18: Certification

- 2.1.18.1: All Boards/Associations must each year complete a form provided by CREA certifying in writing that they continue to be in compliance with this Rule.
- 2.1.18.2: Additionally, all Boards/Associations must complete, when requested by CREA, a Self-Evaluation Form, intended to assess the status of a Board/Association in terms of these Rules.

2.1.19: New Board/Association Membership Applications

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

2.1.20 CREA's Data Distribution Facility

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

2.2: REALTOR® MEMBERS AND INDIVIDUAL MEMBERS

REALTOR® and Individual Members shall be considered members of CREA upon:

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

2.3: DIRECT AFFILIATE MEMBERS AND FOREIGN AFFILIATE MEMBERS

2.3.1: Direct Affiliate Members are individuals or organizations that:

- 2.3.1.1: Are not licensed real estate practitioners; do not qualify in any category of membership in any Board/Association; and, whose mandate, in the opinion of the CREA Board of Directors, supports the objectives of CREA.
OR
- 2.3.1.2: Are licensed real estate practitioners outside of Canada.

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- 2.3.2: Applications for Direct Affiliate membership must be in writing, in the form prescribed by CREA.
 - 2.3.3: Applicants from 2.3.1.1 must satisfy CREA that they have applied for and been declined membership in the Board and Association in their jurisdiction.
 - 2.3.4: Applications must be accompanied by any dues, initiation fees, or assessments owing.
 - 2.3.5: Foreign Affiliate Members are any national real estate organizations outside of Canada that have reciprocal agreements with CREA, including all practitioners who are members of that association.
 - 2.3.6: Applications for Foreign Affiliate membership must be submitted to CREA in writing, in the form prescribed by CREA.
 - 2.3.7: Applications must be accompanied by any dues, initiation fees, or assessments owing.

2.4: HONORARY LIFE MEMBERS AND HONORARY MEMBERS

2.4.1: Eligibility

- 2.4.1.1: Persons eligible for Honorary Life membership are:
 - 2.4.1.1.1: All Past Presidents of CREA, who are automatically granted Honorary Life Memberships;
 - 2.4.1.1.2: Current or former REALTORS® whose contributions to organized real estate, in the opinion of the CREA Board of Directors, warrant this recognition.
- 2.4.1.2: Persons eligible for Honorary membership are persons who are not current or former REALTORS®, and whose contributions to organized real estate, in the opinion of the CREA Board of Directors, warrant this recognition.

2.4.2: Process

- 2.4.2.1: The CREA Board of Directors may approve recommendations for Honorary or Honorary Life membership. Recommendations may come from any source.
- 2.4.2.2: The criteria for considering recommendations shall include consideration of community service, past or present service to CREA, to organized real estate or to the real estate industry generally.

2.4.3: Rights of Honorary Life Members and Honorary Members

- 2.4.3.1: Honorary Life Members:
 - 2.4.3.1.1: Are exempt from the payment of any CREA dues, or assessments of any kind;
 - 2.4.3.1.2: Can hold office in CREA;
 - 2.4.3.1.3: Are entitled to all other privileges of membership.
- 2.4.3.2: Honorary Members have the same rights as Honorary Life members with the exception that they cannot hold office in CREA.

RULE 3 – FAILURE TO COMPLY WITH REQUIREMENTS OF MEMBERSHIP

3.1: BOARDS AND ASSOCIATIONS

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

- 3.1.1: The complaint must be initiated either by CREA or an Association. In the latter case, the complaint must be in writing directed to CREA's Chief Executive Officer.
- 3.1.2: Upon receipt of a complaint the Chief Executive Officer shall forward to the Board, a notice setting out the details of the complaint, and a Self-Evaluation Form, which shall be completed by the Board and returned to the Chief Executive Officer within twenty (20) days of its date.
- 3.1.3: If, upon receipt of the Self Evaluation Form, or the expiry of the twenty (20) day period without the Form being returned, CREA's Board of Directors decides, after consultation with the appropriate Association, that a Board is not complying with the requirements of membership, a notice shall be sent to the Board setting out the details of the non-compliance and requiring that the problem be rectified within twenty (20) days of the date of the notice.

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- 3.1.4: In the event the non-compliance is not addressed to the satisfaction of CREA within the twenty (20) day period, the Board of Directors may make such determination as it deems reasonable, including suspension or termination of the Board membership.
 - 3.1.5: The complaint process set out in this Section applies equally to a complaint against an Association.

3.2: DIRECT AFFILIATE MEMBERS, FOREIGN AFFILIATE MEMBERS, HONORARY MEMBERS AND HONORARY LIFE MEMBERS

In the event a complaint is received against a Direct Affiliate, Foreign Affiliate, Honorary or Honorary Life Member, the following process shall be applied:

- 3.2.1: A complaint may come from any source, and must be in writing, directed to CREA's Chief Executive Officer, who will cause an investigation to be conducted.
- 3.2.2: The investigator may speak to the complainant, the Member in question and any other person who may have relevant information. All Members shall co-operate fully with the investigator and provide any documents required relating to the investigation.
- 3.2.3: The investigator will provide a written report to the Chief Executive Officer within thirty (30) days of his appointment.
- 3.2.4: If the Chief Executive Officer determines that there may have been a violation of the REALTOR® Code or CREA's By-Laws, Rules, or Policies, then he or she shall forward the investigator's report, together with all other documentation, to the Board of Directors.
- 3.2.5: The Board of Directors shall review and consider the complaint and may make such determination as it deems reasonable, including suspension or termination of the membership.

3.3: REALTORS® AND INDIVIDUAL MEMBERS

- 3.3.1: Complaints relating to the conduct of REALTORS® or Individual Members will be referred by CREA to the executive officer of the Board or Association to which the Member belongs, with the request that the matter be dealt with through the Board's professional standards process.
- 3.3.2: If the complaint involves the misuse of CREA's trademarks – including the MLS® and REALTOR® family of marks – or other intellectual property (including, but not limited to, REALTOR.ca, ICX.CA, realtorlink.ca and crea.ca) – the complaint may, at the same time, be dealt with by the CREA Chief Executive Officer, who may make such determination as he or she deems expedient, including:
 - 3.3.2.1: Suspending or revoking the Member's license to display CREA's trademarks;
 - 3.3.2.2: Suspending or terminating the Member's passwords to CREA's websites; or
 - 3.3.2.3: Otherwise preventing access by the Member to any of CREA's intellectual property.
- 3.3.3: Any decision of the Chief Executive Officer may be stated to be effective immediately or at such time as a determination is made on the complaint by the appropriate Board or Association.
- 3.3.4: A Member affected by a decision under 3.3.2.2 above may appeal to the CREA Board of Directors within ten (10) days of notification of the decision.
- 3.3.5: The Board of Directors shall review and consider the complaint and may make such determination as it deems reasonable. Any suspension or termination of rights imposed by the Chief Executive Officer shall remain in effect pending the decision of the Directors.

RULE 4 – DUES

4.1: Remittance of Dues – Boards/Associations

- 4.1.1: CREA dues shall be remitted quarterly, based on a calendar year.
- 4.1.2: Each Board and Association shall remit to CREA, not later than the end of each calendar quarter, an amount representing at least one-fourth of the applicable CREA annual dues for each person who is a Member at any time during the calendar quarter.
- 4.1.3: Annual membership dues shall be prorated on a quarterly basis for those new members joining CREA during the calendar year.
- 4.1.4: In the event a Board fails to remit dues as required by CREA for a period of six (6) months, CREA's Board of Directors may terminate the membership of the Board.

4.2: Remittance of Dues – Direct Affiliate Members and Foreign Affiliate Members

- 4.2.1: Direct Affiliate Members and Foreign Affiliate Members shall, at the beginning of each calendar year, remit annual dues in the amount established by the Board of Directors.
- 4.2.2: In the event a Direct Affiliate Member or Foreign Affiliate Member fails to remit dues as required for a period of six (6) months, CREA's Board of Directors may terminate membership.

RULE 5 – MEETINGS OF THE MEMBERS

5.1.: Voting Delegates

- 5.1.1: In order to exercise voting rights, a Board or Association must provide CREA's Chief Executive Officer with written notice of the names of its voting delegates at least forty-five (45) days prior to the Annual General Meeting. The persons named will also be deemed to be the Board or Association's voting delegates at any subsequent Special General Meeting held before the next Annual General Meeting, unless the Board/Association otherwise notifies the Chief Executive Officer in writing.
- 5.1.2: Any Board or Association that did not comply with Section 5.2.1 will nevertheless be entitled to vote at any subsequent Special General Meeting held in the same fiscal year, provided it supplies the Chief Executive Officer with the names of its voting delegates at least thirty (30) days prior to the date of such subsequent meeting.
- 5.1.3: A Board or Association may change its voting delegates at any time, on written or electronic notice to the Chief Executive Officer.

RULE 6 – DIRECTOR RESPONSIBILITIES

6.1: Board of Directors

6.1.1: Responsibility

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

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

6.1.2: Reporting

The Board of Directors reports to the Members.

6.2: Directors

6.2.1: All Directors shall:

6.2.1.1: Act as representatives of CREA to Boards and Associations across the country by attending Board/Association meetings as directed by the Board of Directors.

6.2.1.2: Undertake specific duties as assigned by the President or the Board of Directors.

6.2.2: Directors shall always act in the best interests of CREA.

RULE 7 – ELECTION/APPOINTMENT OF OFFICERS

7.1: Timing

Elections and appointments of officers shall take place in accordance with the By-Laws, not later than seventy-two (72) hours after the Annual General Meeting.

7.2: Notice of Intention to Run

Persons wishing to run for the offices of Vice-President or President-Elect shall indicate their intention to do so at or before the meeting called for that purpose.

7.3: Order of Appointments/Elections

The appointment/elections shall take place in the following order:

7.3.1: Appointment of President as Past-President;

7.3.2: Appointment of President-Elect as President;

7.3.3: Election of President-Elect;

7.3.4: Election of Vice-President.

RULE 8 – DIRECTOR NOMINATION PROCESS

8.1: Notice of Director Elections

8.1.1: The Chief Executive Officer shall send a notice to all broker offices, at the addresses recorded in CREA's membership database and to all Boards and Associations, advising of upcoming vacancies on the Board of Directors and encouraging qualified persons to let their names stand for election as Regional Director or Director-at-Large.

8.1.2: The notice may be in writing or electronic format, and may be communicated by regular mail, courier, facsimile, e-mail or other electronic means, at least one hundred and five (105) days before the Annual General Meeting, and shall be posted on REALTOR Link®.

8.1.3: Boards and Associations shall distribute the notice to all of their current directors, as well as to those former directors and other qualified persons the Board/Association believes would make a contributions to the CREA Board of Directors.

8.2: Candidates

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

8.3: Nominating Committee

8.3.1: In the event that no qualified candidate has submitted his or her name for election for any particular category the matter shall be referred to the Nominating Committee.

8.4: Notification of Candidate Names

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

RULE 9 – TERMINATING A DIRECTOR/OFFICER FOR CAUSE

In the event a complaint is received against a Director or elected officer alleging facts that could give rise to removal of that person from the Board of Directors for cause, the Board of Directors will carry out an investigation and may make such determination as it deems reasonable.

RULE 10 – EXECUTIVE COMMITTEE

10.1 Composition

10.1.1: The Executive Committee of the Association shall be comprised of the President, President-Elect, Vice-President, the Immediate Past-President, and a Chief Executive Officer (non-voting).

10.2 Duties

10.2.1: The Executive Committee shall:

- 10.2.1.1: Conduct the affairs of CREA between meetings of the Board of Directors in accordance with the policies of the Board of Directors, and shall report its activities at each meeting of the Board of Directors;
- 10.2.1.2: Carry out such other responsibilities as may from time to time be delegated to it by the Board of Directors.

RULE 11 – COUNCILS

11.1: Establishment of Councils

CREA shall maintain the following Councils:

- 11.1.1: The Association Executives Council;
- 11.1.2: The Canadian Commercial Council of REALTORS®;
- 11.1.3: The MLS® and Technology Council.

11.2: Objectives of the Councils

The objectives of the Councils must be beneficial to CREA and promote its mission.

11.3: Authority of CREA

- 11.3.1: The conduct of all Councils shall be subject to the overriding authority of the CREA Board of Directors.
- 11.3.2: The minutes of all Council meetings shall be forwarded to CREA.
- 11.3.3: CREA will provide administrative services to co-ordinate the affairs of Councils.

11.4: Council Board of Directors

- 11.4.1: Each Council shall be governed by a Council Board of Directors, elected in accordance with the Rules of the particular Council. Each Council Board of Directors, as the senior policy-making body for that Council, shall ensure that the Objects of the Council are actively pursued.
- 11.4.2: Subject to 11.3 above, each Council Board of Directors shall have the authority to:
 - 11.4.2.1: Establish an annual budget for approval by the CREA Board of Directors;
 - 11.4.2.2: Carry out the directives of the Council membership;
 - 11.4.2.3: Generally govern the affairs of the Council in a manner consistent with CREA's By-Laws, Rules, and Policies as well as the Rules of the Council;
 - 11.4.2.4: Unless specific Council Rules provide otherwise, each Council Board of Directors shall operate in the following manner:

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- 11.4.2.4.1: Meetings
 - 11.4.2.4.1.1: The Board of Directors shall meet not less than twice yearly, upon the call of the Chair or on the request of any three (3) members of the Board of Directors.
 - 11.4.2.4.1.2: The meetings shall take place at the time and in the place specified in the call.
 - 11.4.2.4.1.3: A Notice of Meeting shall be delivered by regular mail, courier, facsimile, e-mail, or other electronic means not less than ten (10) days prior to the date of the meeting. No formal notice is necessary if all directors are present or if those absent have signified their consent to the meeting behind held without notice and in their absence.
 - 11.4.2.4.1.4: Any meeting may be held in person, by teleconference, or by other electronic means agreed to by a majority of the directors.
 - 11.4.2.4.1.5: Each director shall carry one (1) vote at directors meetings.
 - 11.4.2.4.2: Quorum

A majority of the directors shall constitute a quorum at any directors meetings and may exercise the powers of the Board of Directors.
 - 11.4.2.4.3: Loss of Qualification

A director shall cease to hold office if the director:

 - 11.4.2.4.3.1: Resigns;
 - 11.4.2.4.3.2: Makes an assignment for the benefit of creditors or becomes legally bankrupt;
 - 11.4.2.4.3.3: Ceases to be a member in good standing of the Council;
 - 11.4.2.4.3.4: Is found by a court to be of unsound mind;
 - 11.4.2.4.3.5: Dies;
 - 11.4.2.4.3.6: Is convicted of an indictable offence involving theft, fraud, or moral turpitude;
 - 11.4.2.4.3.7: Is removed for cause by a majority vote of the CREA Board of Directors, either on its own initiative, or on the recommendation of the Council Directors.
 - 11.4.2.4.4: Vacancies

In the event of a vacancy, the directors remaining in office may exercise all of the powers of the Board of Directors provided that a quorum is sustained. The Board of Directors may, at its option, fill any vacancy with a qualified person for the balance of the term.
 - 11.4.2.4.5: Council Rules
 - 11.4.2.4.5.1: The Rules of each Council shall be embodied in CREA's Rules and may be amended by CREA's Board of Directors, either on its own initiative or on the recommendation of the directors of that Council, subject to ratification at a Meeting of the Members.
 - 11.4.2.4.5.2: In the event of ambiguity or uncertainty in the interpretation of any Council Rule, the decision of the CREA Board of Directors shall be determinative and final.
 - 11.4.2.4.5.3: In the event of a conflict between CREA's By-Laws, Rules, or Policies and a Council Rule, the provisions of CREA's By-Laws, Rules, or Policies shall prevail.
 - 11.4.2.4.6: Council Finances
 - 11.4.2.4.6.1: The fiscal year of each Council shall be the same as CREA's fiscal year.
 - 11.4.2.4.6.2: Each Council shall submit a proposed operating budget for the following year to the CREA Board of Directors for approval.
 - 11.4.2.4.6.3: Approved Council budgets will be made part of CREA's general budget processes. The accounting records and reports of CREA will reflect the costs of each Council's operations.

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- 11.4.2.4.6.4: Councils may not incur expenditures or make commitments, which have not been approved in advance by CREA.
 - 11.4.2.4.7: Trademarks
 - 11.4.2.4.7.1: Any use of CREA's trademarks by Councils shall comply with CREA's Rules and Policies for use.
 - 11.4.2.4.7.2: Each Council may adopt an identifying emblem, subject to the approval of CREA's Board of Directors.
 - 11.4.2.4.7.3: Any emblem may, at the option of the Council, also be displayed by the Council members, subject to any conditions for use deemed necessary by the Council or by CREA.
 - 11.4.2.4.8: Council Office
 - The office of each Council shall be at CREA's head office.

RULE 12 – ASSOCIATION EXECUTIVES COUNCIL

12.1: Objects

The objects of the Association Executives Council (the "AEC") are as follows:

- 12.1.1: To provide and identify services that assist the AEC membership in their professional practice and development.
- 12.1.2: To support the objectives of CREA and its Boards and Associations, and to contribute to maximizing their effectiveness in meeting the needs of their members.
- 12.1.3: To maintain the highest possible membership and representation from Boards and Associations in the AEC.
- 12.1.4: To promote and encourage the highest standards among both AEC members and the members of the organizations they administer.

12.2: Membership

- 12.2.1: Applications for membership shall be in writing and shall be submitted to the AEC Board of Directors for approval.
- 12.2.2: Membership in the AEC shall be open to persons qualifying under any of the following classifications:
 - 12.2.2.1: Board/Association Executive
 - A person retained to carry out the functions of an executive officer of a Board or Association, but specifically excluding any elected directors or elected officers of such Board or Association;
 - 12.2.2.2: Board/Association Personnel
 - Any person employed in association management by a Board, Association, or CREA.
 - 12.2.2.3: International Affiliate
 - Any person employed in a management capacity either by a national real estate association outside of Canada or by a local or regional real estate association that is a member of such national association. International Affiliate members shall not carry a vote at AEC meetings and are not eligible to run for the AEC Board of Directors.
- 12.2.3: Membership is terminated if:
 - 12.2.3.1: A member ceases to meet any of the qualifications for membership;
 - 12.2.3.2: A member resigns;
 - 12.2.3.3: The AEC Board of Directors votes to terminate the membership for cause.

12.3: Membership Meetings

- 12.3.1: The annual membership meeting of the AEC shall be held to coincide with the time and place of the CREA Annual General Meeting.
- 12.3.2: Other special membership meetings may be held as required.
- 12.3.3: All membership meetings require at least fifteen (15) days' notice to the membership, sent by regular mail, courier, facsimile, e-mail, or other electronic means.
- 12.3.4: Those members of the AEC present at any Annual or Special meetings shall constitute a quorum.
- 12.3.5: Every voting member of the AEC may vote either in person or by written proxy at all membership meetings. The proxy shall be deposited with CREA staff prior to the commencement of the meetings at which it is to be used and is valid only for those named meetings. A member may hold only one proxy at a time.

12.4: Membership Dues

- 12.4.1: The annual membership dues shall be as prescribed from time to time by the AEC Board of Directors subject to the approval of the CREA Board of Directors.
- 12.4.2: Dues shall be paid annually in advance.
- 12.4.3: Membership dues shall be pro-rated on a quarterly basis for those members joining the AEC during the calendar year.
- 12.4.4: Membership dues paid by a member may be assigned to his/her successor in office on approval of application for membership.
- 12.4.5: Dues are due and payable thirty (30) days after receipt of invoice.

12.5: Board of Directors

- 12.5.1: Composition
The governance of the affairs of the AEC shall be vested in a Board of Directors consisting of the following:
 - 12.5.1.1: Three Directors;
 - 12.5.1.2: A Chair;
 - 12.5.1.3: The Immediate Past Chair, or in the event that he/she cannot act, the most recent Past-Chair so willing to act. In the event no Past-Chair is able or willing to serve, the AEC Board of Directors may appoint another director.
- 12.5.2: In any given year, the Board of Directors may, at its option, appoint an additional Director for a one-year term in order to balance representation, provide certain expertise, or for any other identified need.
- 12.5.3: Terms of Office
All terms of office are for one year and are deemed to expire at the end of the annual membership meeting in the year following the election or appointment, or until their successors are elected or appointed.

12.6: Officers

- 12.6.1: Officer Positions
The officers are as follows:
 - 12.6.1.1: The Chair, who shall be the chief elected officer of the AEC and shall preside at all AEC meetings. The Chair is responsible for the general and active management of the business of the AEC. The Chair or an appointee shall represent the AEC as a Director on the CREA Board of Directors (provided that if the Chair is a staff member of CREA, he or she may not sit as a CREA Director). The Chair shall be the liaison between the AEC and CREA.
 - 12.6.1.2: The Chair-Elect, who shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair, and such other duties as may be assigned by the AEC Board of Directors.
 - 12.6.1.3: The Immediate Past Chair, who shall perform such duties as may be assigned by the Board of Directors.

12.6.2: Election/Appointment of Officers

- 12.6.2.1: The Chair shall hold office for one year as of right in the year immediately following the year in which he or she holds office as Chair-Elect.
- 12.6.2.2: The Chair-Elect shall be elected by the AEC Board of Directors at their first meeting following their annual membership meeting each year. Only the three (3) elected directors are eligible to run for Chair-Elect.
- 12.6.2.3: The Immediate Past Chair shall hold office for one year in the year immediately following the year in which he or she holds office as Chair.

12.7: Elections

12.7.1: Elected Directors

Three (3) elected directors shall be elected by a majority vote of the membership by way of secret ballot at the annual membership meeting.

12.7.2: Election Procedure

- 12.7.2.1: Nomination forms will be sent to the membership at least ninety (90) days preceding the annual membership meeting.
- 12.7.2.2: All nominations must be received by the CREA office at least sixty (60) days prior to the annual meeting.
- 12.7.2.3: In the event only three (3) nominations are received for the three (3) elected director positions, then such nominees shall be deemed to be elected by acclamation.
- 12.7.2.4: In the event that fewer than three (3) nominations are received for the three (3) elected director positions, a Nominating Committee shall be appointed by the Chair within ten (10) days after the deadline. The Nominating Committee shall propose a qualified nominee or nominees and verify agreement to serve as a director not less than thirty (30) days prior to the date of the annual membership meeting.
- 12.7.2.5: Nominations from the floor shall not be accepted.
- 12.7.2.6: Two members not nominated for a director position shall be appointed by the Chair and act as scrutineers.

12.7.3: Nominating Committee

- 12.7.3.1: The Nominating Committee shall consist of:
 - 12.7.3.1.1: The most immediate and available Past Chair who is a member of the AEC Council, and who shall be the Chair of the Nominating Committee;
 - 12.7.3.1.2: Two (2) members from the membership at large;
 - 12.7.3.1.3: The current Chair of the AEC (non-voting).
- 12.7.3.2: The report of the Nominating Committee will be sent to each AEC member not less than thirty (30) days prior to the date of the annual membership meeting.

12.8: Committees and Task Forces

The AEC Board of Directors shall appoint Committees and Task Forces as required.

RULE 13 – CANADIAN COMMERCIAL COUNCIL OF REALTORS®

13.1: Objects

The objects of the Canadian Commercial Council of REALTORS® (the “CCC”) are as follows:

- 13.1.1: To represent the interests of the membership of the CCC to CREA;
- 13.1.2: To maintain high standards for admission to the CCC;
- 13.1.3: To establish and foster professional expertise through educational activities and programs;
- 13.1.4: To provide strategic leadership for the delivery of commercial services by Boards and Associations to their respective membership;
- 13.1.5: To promote to the public the expertise associated with membership in the CCC;
- 13.1.6: To formulate recommendations to CREA on matters of public policy involving commercial real estate issues;
- 13.1.7: To foster co-operation in the exchange of information among members of the CCC.

13.2: Membership

- 13.2.1: Members of the CCC must be licensed members of CREA (REALTORS®) and abide by the REALTOR® Code.

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- 13.2.2: Membership categories are Full and Candidate.
 - 13.2.2.1: Full members meet all of the membership requirements as established by the CCC Council from time to time.
 - 13.2.2.2: An individual who does not meet Full membership requirements may apply to become a Candidate member. A Candidate member will be eligible to become a full member upon meeting the educational requirements and any other requirements established by the CCC from time to time.
 - 13.2.3: Membership Rights:
 - 13.2.3.1: Full members are afforded all of the rights and privileges of membership.
 - 13.2.3.2: Candidate members may attend CCC events but may not vote at membership meetings. Candidate members may not identify themselves as members of the CCC, display the emblem, or access the services that are available only to Full members.
 - 13.2.4: A REALTOR® can become a member of the Council by either:
 - 13.2.4.1: Membership in the Recognized Commercial Structure of a pre-approved Board/Association; OR
 - 13.2.4.2: Direct membership.
 - 13.2.5: A REALTOR® may apply for Direct membership in the CCC if:
 - 13.2.5.1: There is no Recognized Commercial Structure in place at the Board/Association to which the REALTOR® belongs; and
 - 13.2.5.2: The REALTOR® satisfies the membership requirements for Full or Candidate membership.
 - 13.2.6: Any REALTOR® who is a Full or Candidate member of a Recognized Commercial Structure in the Board/Association to which the REALTOR® belongs is deemed to be accepted as a Full or Candidate member of the CCC.
 - 13.2.7: A "Recognized Commercial Structure" is a specific Commercial Council/Division/Committee created by a Board/Association for the purpose of providing services to its commercial members, which meets the following criteria:
 - 13.2.7.1: The membership criteria is approved by the CCC; and
 - 13.2.7.2: The Board/Association has executed a written membership and licensing agreement with the CCC in a form to be provided by the CCC.
 - 13.2.8: Any proposed changes to the membership criteria must be pre-approved by the CCC.

13.3: Membership Meetings

- 13.3.1: The annual membership meeting shall be held to coincide with the time and the place of the CREA Annual General Meeting.
- 13.3.2: Notice of such meeting shall be given to the membership at least thirty (30) days prior to the meeting.
- 13.3.3: Such other meetings, as deemed necessary from time to time, may be called on fifteen (15) days' notice to the membership.
- 13.3.4: Notice of any membership meeting may be sent by regular mail, courier, facsimile, e-mail, or other electronic means.
- 13.3.5: Every voting member of the CCC may vote either in person or by written proxy at all membership meetings. The proxy shall be deposited with CREA staff prior to the commencement of the meeting at which the proxy is to be used and is only valid for that named meeting or meetings.
- 13.3.6: Those members of the CCC present at any annual or special meeting shall constitute a quorum.

13.4: Membership Dues

Membership dues and fees for services provided to CCC members shall be as prescribed by the CCC Board of Directors subject to the approval of the CREA Board of Directors.

13.5: Board of Directors

13.5.1: Composition

The governance of the affairs of the CCC shall be vested in a Board of Directors comprised of eight (8) persons, consisting of the following:

- 13.5.1.1: A Chair;

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- 13.5.1.2: Five (5) regional directors, one from each of the following regions: British Columbia/Yukon; Alberta/Northwest Territories, Saskatchewan, Manitoba; Ontario; Quebec; New Brunswick/Newfoundland/Nova Scotia/Prince Edward Island;
 - 13.5.1.3: One (1) additional director may also be appointed at the discretion of the CCC Board of Directors;
 - 13.5.1.4: In alternating years, the Immediate Past Chair and the Chair-Elect.
 - 13.5.2: Terms of Office
 - 13.5.2.1: The Chair shall hold office for two years as of right, in the year immediately following the year in which he or she holds office as Chair-Elect;
 - 13.5.2.2: The Immediate Past-Chair shall hold office for one (1) year, only in even-numbered years, following the year in which he or she was Chair. In the event that he/she cannot act, the most recent Past-Chair so willing to act will be appointed. In the event no Past-Chair is able or willing to serve, the CCC Board of Directors may appoint another director;
 - 13.5.2.3: The Chair-Elect shall hold office for a one (1) year term in odd-numbered years;
 - 13.5.2.4: The five (5) regional directors shall hold office for two (2) year terms;
 - 13.5.2.5: The optional additional director shall, when appointed, hold office for the term prescribed by the Board of Directors at the time of the appointment;
 - 13.5.2.6: All terms of office shall be deemed to expire at the end of the annual membership meeting in the year the particular term ends.
 - 13.5.3: Restrictions on Holding Office
 - 13.5.3.1: Only Full members of the CCC are eligible to run for any director position, with the exception of the optional appointed director in 13.5.1.3 above.
 - 13.5.3.2: The appointed director need not be a CCC member or a REALTOR®.
 - 13.5.3.3: The regional directors are not restricted on the number of terms they may serve.
 - 13.5.3.4: No person serving as a director can hold more than one (1) position as director.
 - 13.5.3.5: Any person who holds the office of Chair is deemed to have resigned any other CCC director position such person would simultaneously hold.

13.6: Officers

13.6.1: Officer Positions

The officers are as follows:

- 13.6.1.1: The Chair, who shall be the chief elected officer of the CCC and shall preside at all CCC meetings. The Chair or an appointee shall represent the CCC as a director on the CREA Board of Directors and shall be the liaison between the CCC and CREA.
- 13.6.1.2: The Chair Elect, or the Immediate Past Chair, who shall, in the absence of the Chair, conduct the meetings and business of the CCC, perform the duties and exercise the powers of the Chair, and perform such other duties as may be assigned by the CCC Board of Directors.

13.6.2: Election/Appointment of Officers

- 13.6.2.1: The Chair Elect and the Immediate Past Chair are rotating one (1) year positions, the Chair Elect being elected in odd years and the Immediate Past Chair appointed to serve in even years. Both positions cannot be held on the Council Board of Directors at the same time.
- 13.6.2.2: The Chair-Elect shall be elected by the directors from among the CCC regional directors. This election shall take place at some point in the year preceding the year in which the Chair-Elect would assume office and, in any case, prior to the notice of CCC director elections for the upcoming year being issued.

13.7: Elections

13.7.1: Regional Directors

The regional directors shall be elected and retire in rotation as follows:

- 13.7.1.1: In even numbered years, regional directors shall be elected from the following regions:
 - 13.7.1.1.1: Alberta/Northwest Territories/Saskatchewan/Manitoba;
 - 13.7.1.1.2: Quebec.

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- 13.7.1.2: In odd-numbered years, regional directors shall be elected from the following regions:
 - 13.7.1.2.1: British Columbia/Yukon;
 - 13.7.1.2.2: Ontario;
 - 13.7.1.2.3: New Brunswick/Newfoundland/Nova Scotia/Prince Edward Island.
 - 13.7.1.3: Only the voting members of the particular region are entitled to vote for the regional director.
 - 13.7.2: Nominating Committee
 - The Chair shall appoint a Nominating Committee consisting of:
 - 13.7.2.1: The immediate Past Chair who shall be Chair of the Nominating Committee and shall conduct the director elections.
 - 13.7.2.2: One (1) member of the CCC Board of Directors who is not a candidate in the election.
 - 13.7.2.3: The current Chair of the CCC.
 - 13.7.3: Voting Process
 - 13.7.3.1: At least one-hundred-and-twenty (120) days prior to the annual membership meeting, a notice will be sent to all CCC members advising of the number of upcoming vacancies on the CCC Board of Directors, and encouraging qualified members to let their name stand for election.
 - 13.7.3.2: Interested candidates must submit their names and credentials to the Nominating Committee no later than ninety (90) days prior to the annual membership meeting.
 - 13.7.3.3: In the event that no candidate expresses a desire to stand for election for a directorship position, the Nominating Committee shall propose a nominee or nominees who meet the qualifications for that position and verify that person(s) agreement to serve as a director.
 - 13.7.3.4: In the event only one candidate lets their name stand for election for a director category, or in the event the Nominating Committee nominates only the number of nominees to fill vacancies on the CCC Board of Directors, an election will not be required, and such candidate(s) shall be deemed to be elected by acclamation.
 - 13.7.3.5: In the event that more than one (1) candidate has let their name stand for election for a director category, an election shall be called by the Nominating Committee.
 - 13.7.3.6: Elections for the CCC Board of Directors shall be, at the option of the CCC directors, by mail, courier, facsimile transmission or by electronic ballot. An election notice and ballots shall be circulated to the membership at least sixty (60) days prior to the annual meeting. The specified deadline date for return of ballots shall be no later than thirty (30) days prior to the annual meeting. Two (2) scrutineers will be appointed by the CCC Board of Directors to count the ballots.
 - 13.7.3.7: In each year that elections are held, the directors elected (with the exception of the Chair Elect and the Immediate Past Chair) shall take office at the first CCC Board of Directors meeting following the CREA Annual General Meeting and shall hold office until the second Annual General Meeting or until their successors have been duly elected or appointed.

13.8: Committees and Task Forces

The CCC Board of Directors may establish committees and task forces as required.

Rule 14 – MLS® AND TECHNOLOGY COUNCIL

14.1: Objects

The objects of the MLS® and Technology Council (the “MTC”) are to act as a technological resource to the membership, and specifically:

- 14.1.1: To prepare and recommend strategic plans, policies and budgets to CREA's Board of Directors and determine priorities for the provision of national technological services including product/application development, as well as data management, delivery, and security by CREA;
- 14.1.2: To monitor, research, and report on developments, stakeholder, and consumer technology trends and their impact on the real estate industry;
- 14.1.3: To facilitate and participate in the creation of national data standards for the operation of MLS® systems, and other common services and, when cost effective, national shared technology components for CREA technology products such as REALTOR Link®, WEBForms™, NAF, REALTOR.ca, ICX.CA, IXN®, and other related products/services; and
- 14.1.4: To facilitate and participate in the determination of national data and information sharing solutions.

14.2: MAJOR TECHNOLOGY DECISIONS

- 14.2.1: A major technology decision is defined as any decision involving an issue related to the delivery of technology services by CREA, directly or indirectly related to MLS® Systems, that has a material financial or business impact on organized real estate.
- 14.2.2: Prior to formulating any recommendations on major policy decisions involving MLS® technology, the MTC shall consult with all major internal and external stakeholders (those most affected by the issue at hand).
- 14.2.3: Recommendations from the MTC Board of Directors to the CREA Board of Directors concerning major policy decisions involving MLS® technology shall be dealt with as follows:
 - 14.2.3.1: If the MTC recommendation is acceptable to the CREA Board of Directors and is within their jurisdiction to implement, the CREA Board of Directors shall approve the recommendation;
 - 14.2.3.2: If the MTC recommendation is acceptable to the CREA Board of Directors but is not within their jurisdiction to implement, the CREA Board of Directors shall approve the proposal and recommend it to the next CREA Meeting of the Members;
 - 14.2.3.3: If the MTC recommendation is not acceptable to the CREA Directors, it shall be placed on the agenda of the next CREA Meeting of the Members.

14.3: Membership

All Boards and Associations are members of the MTC.

14.4: Membership Meetings

- 14.4.1: The annual membership meeting of the MTC shall be held to coincide with the time and place of CREA's Annual General Meeting;
- 14.4.2: Other special membership meetings may be held as necessary.
- 14.4.3: Notice
Notice of the time and place of any meeting shall be in writing and shall be communicated to all Boards and Associations by regular mail, courier, facsimile, e-mail, or electronic means at least thirty (30) days prior to the date of the meeting.
- 14.4.4: Quorum
Fifty (50) per cent of the members of the MTC present at any annual or special meeting either through their voting delegates or by way of proxy shall constitute a quorum.
- 14.4.5: Voting
 - 14.4.5.1: Each member Board or Association shall be entitled to the same number of votes as they would carry at a CREA Meeting of the Members.
 - 14.4.5.2: All questions at MTC membership meetings shall be determined as follows:
 - 14.4.5.2.1: Major technology decisions require a majority of the votes cast representing more than fifty (50) per cent of the membership;
 - 14.4.5.2.2: All other matters shall be determined by a simple majority vote.

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- 14.4.5.3: A Board or Association may vote through its voting delegate or by written proxy, which is valid only for the named meeting.

14.5: Board of Directors

14.5.1: Composition

The governance of the affairs of the MTC shall be vested in a Board of Directors consisting of the following:

- 14.5.1.1: Five (5) directors, at least one (1) of which must be a REALTOR®, appointed from and by the fifteen (15) largest Boards as determined by the CREA Rules;
- 14.5.1.2: Two (2) directors, at least one (1) of which must be a REALTOR®, appointed by CREA from the remaining Boards;
- 14.5.1.3: The Immediate Past-Chair, or in the event that he/she cannot act, the most recent Past-Chair so willing to act. In the event no Past-Chair is able or willing to serve, the MTC Board of Directors may appoint another director.

14.5.2: Terms of Office

- 14.5.2.1: Subject to 14.5.2.2 below, all terms of office are for two (2) years and are deemed to expire at the end of the second annual MTC membership meeting following the election or appointment, or until their successors are elected or appointed.
- 14.5.2.2: If a director's term of office expires while that person is in the middle of his or her term as Chair, then the term of office shall be extended for one further year, following which a person shall be appointed in accordance with these Rules to fill the balance of the term.

14.6: Officers

14.6.1: The Officers are as follows:

- 14.6.1.1: The Chair shall be the chief elected officer of the MTC. The Chair or an appointee shall represent the MTC as a director on the CREA Board of Directors and shall be the liaison between the MTC and the CREA Board of Directors.
- 14.6.1.2: The Vice-Chair, who shall in the absence of the Chair conduct the meetings and business of the MTC and shall perform such other duties as may be assigned from time to time by the Council Board.

14.6.2: Election/Appointment of Officers

In even-numbered years, at their first meeting following an annual membership meeting, the MTC directors shall convene a meeting and elect from amongst themselves a Chair and a Vice-Chair, each for a two (2) year term.

14.7: Appointments

- 14.7.1: In odd-numbered years, two (2) directors representing the fifteen (15) largest Boards, and one (1) director representing the remaining Boards shall be appointed to hold office.
- 14.7.2: In even-numbered years, three (3) directors representing the fifteen (15) largest Boards, and one (1) director representing the remaining Boards shall be appointed to hold office.
- 14.7.3: At least fifteen (15) days prior to the annual membership meeting each year, the fifteen (15) largest Boards shall notify CREA of the names and credentials of the persons they are appointing to sit as directors to fill those director positions whose terms are expiring that year. The names of those appointed shall be circulated by CREA to all Boards/Associations prior to the annual membership meeting.
- 14.7.4: CREA shall circulate a notice to all remaining Boards and to the MTC Board of Directors, setting out the Director positions representing the remaining Boards whose terms are expiring that year. At least ninety (90) days prior to the annual membership meeting, the remaining Boards/Associations may submit in writing the names and credentials of persons they wish to have considered for those positions. The submission shall be made on a form provided by CREA.
- 14.7.5: CREA's Board of Directors may consider the submissions, if any, in determining which persons shall be appointed. The names of those appointed shall be circulated to all Boards and Associations prior to the annual meeting.

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- 14.7.6: In the event the fifteen (15) largest Boards do not appoint a candidate or appoint fewer candidates than there are large Board director positions available, CREA's Board of Directors may appoint suitable individuals to fill the positions.
- 14.7.7: The directors elected shall take office at the first MTC Board of Directors meeting following the CREA Annual General Meeting, and shall hold office until the Annual General Meeting two (2) years thereafter or until their successors are appointed.

14.8: Committees and Task Forces

The MTC Board of Directors may establish Committees and Task Forces as required.

RULE 15 – REALTOR® CODE MANDATORY EDUCATION

15.1: Jurisdictions Not Subject to Regulator Code

All REALTORS® in jurisdictions not subject to a regulator's code shall complete an education program of not less than two (2) hours provided or approved by CREA in accordance with the Education Protocol as follows:

- 15.1.1: New REALTORS® shall complete an education program within one (1) year of joining and shall thereafter, complete a continuing education program once in every four (4) year cycle;
- 15.1.2: REALTORS® who are already Board members as of July 1, 2006, shall complete a continuing education program once in every four (4) year cycle.

15.2: Board/Association Bylaws

In jurisdictions not subject to a regulator's code, each Board shall incorporate into its By-Laws, provisions acceptable to CREA, which require its member REALTORS® to complete the ethics training course as set out in the Education Protocol and this Rule, and provide for suspension of REALTOR® membership in the event the course is not completed.

15.3: Jurisdictions Subject to Regulator Code

In jurisdictions that have a regulator's code as part of their curriculum, each Association shall, at a minimum, communicate with each of its member REALTORS® at least every two (2) years on those areas of the REALTOR® Code that are not covered by the regulator's mandatory course.

15.4: Bilateral Agreements

Each Association shall enter into Bilateral Agreements with CREA as provided for in the Compliance Protocol. Each Association shall enter into Bilateral Agreements with CREA as provided for in the Compliance Protocol.

15.5: Definition of Enforcement

"Enforcement" of the REALTOR® Code by a Board includes:

- 15.5.1: Ensuring through its By-Laws and membership agreements that all Board members are bound by the REALTOR® Code;
- 15.5.2: Either maintaining a mechanism to effectively deal with and adjudicate complaints under the REALTOR® Code, or appropriately delegating such enforcement to another Compliance Body in accordance with the Compliance Protocol and the relevant Bilateral Agreements executed by the appropriate Association;
- 15.5.3: Processing complaints in accordance with the procedures established in the Compliance Protocol.

RULE 16 – CERTIFICATION MARKS

16.1: The Marks

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

16.2: Standards Associated with the Marks

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

16.3: Licensees of the Marks

- 16.3.1: Subject to the terms of this Rule, the following Members of CREA (collectively, “Licensees”) are licensed to use, reproduce and display the Marks:
- 16.3.1.1: Boards;
 - 16.3.1.2: Associations;
 - 16.3.1.3: REALTORS®.
- 16.3.2: A corporation, partnership, or other entity operating as a licensed real estate firm may use, reproduce, and display the Marks in the course of its business, provided that all licensed practitioners in any way affiliated with the firm are REALTORS®.
- 16.3.3: An individual, corporation, partnership, or other entity who has been licensed by CREA in writing may use, reproduce, and display one or more of the Marks for certain specific wares or services.

16.4: Restrictions on License

- 16.4.1: Licensed Wares and Services
- 16.4.1.1: The Marks may only be used, reproduced, and displayed in association with the REALTOR® services or the MLS® services, as the case may be, and such other wares, services, or business as CREA may specifically permit in writing.
 - 16.4.1.2: All Licenses granted pursuant to this Rule shall be non-exclusive.

16.4.2: Compliance with Standards

- 16.4.2.1: CREA owns or controls the Marks. As such, CREA has the absolute right to withhold, withdraw, or suspend any Licensee's right to use, reproduce, or display the Marks, or any one of them, at any time, subject only to the terms of any specific written license agreement between CREA and each Licensee.
- 16.4.2.2: The terms and standards of the license to use the Marks are established in CREA's By-Laws, Rules, and Policies, as amended from time to time. The right to use the Marks is conditional on strict adherence to all terms and standards.
- 16.4.2.3: At the request of CREA, each Licensee shall promptly provide samples of all use of the Marks, or any of them, for CREA's review, and each Licensee shall promptly take such steps or make such changes as CREA may request to rectify any non-compliance with these terms and standards.
- 16.4.2.4: Licensees shall have no right to use, reproduce, or display the Marks, except as specifically provided for in this Rule. All other rights are reserved to and remain with CREA. Without limiting the generality of the foregoing, Licensees shall have no right to sub-license or assign their right to use, reproduce or display the Marks, or any of them, except as may be permitted by CREA in writing.

16.4.3: Term and Termination

- 16.4.3.1: All Licenses granted pursuant to this Rule shall commence upon each Licensee satisfying the terms and conditions of CREA's By-Laws and Rules, and shall terminate upon each Licensee ceasing to be a Member in good standing of CREA, or upon CREA terminating the License as provided for in CREA's By-Laws and Rules, as amended from time to time.
- 16.4.3.2: Upon termination, each Licensee shall immediately cease any and all use, reproduction and/or display of the Marks, or any of them, and any and all similar marks, as, or as part of, any trademark, trade name, corporate name, domain name, or otherwise.

16.4.4: Estoppel

Licensees agree that they will not at any time, either during the term of, or following the termination of this license:

- 16.4.4.1: Challenge the validity or distinctiveness of the Marks or any other trademarks of CREA, or CREA's ownership thereof;
- 16.4.4.2: Use, display or attempt to register (as trademarks, trade names, corporate names, or domain names) any word, phrase, term, acronym, initials, or design that incorporate, or are confusingly similar to the Marks or any of them or any other trademark of CREA.

16.4.5: Business Restriction

The Marks may only be used by REALTORS® in connection with their brokerage services relating to real estate transactions, as permitted by the relevant provincial or territorial real estate licensing legislation.

16.5: Usage Rules

16.5.1: General Rule

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

16.5.2: Form Requirements

- 16.5.2.1: The Marks must always be displayed in the exact form and manner in which they are registered, as follows:
MLS®, Multiple Listing Service®;
REALTOR®, REALTORS®.
- 16.5.2.2: The ® registration symbol must always be displayed in conjunction with the Marks except in the case of any permitted new Marks that are not registered.

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- 16.5.2.3: All business and promotional material displaying any of the Marks must, where possible, include the statement "Trademark owned or controlled by The Canadian Real Estate Association. Used under license."
 - 16.5.2.4: The MLS® and REALTOR® logos must only be used, reproduced, and displayed in the form as registered, or in such other form as may be approved by CREA in writing, as detailed in CREA's Policies as amended from time to time.
 - 16.5.3: Exceptions to Form Requirements
 - 16.5.3.1: National and local media outlets may display the REALTOR® marks by capitalizing only the "R," and are not required to display the ® symbol following the Marks, all in accordance with the Associated Press Style Book or the United Press International Style Book.
 - 16.5.3.2: Textbooks and other educational material may use the Marks without the ® symbol provided that there is, at the beginning of the book or document, an explanation of the meaning and ownership of the Marks, which has been approved by CREA.
 - 16.5.4: Specific Additional Requirements – REALTOR® Marks
 - 16.5.4.1: The REALTOR® Marks must only be used to identify the real estate brokerage services and related professional services provided by members of CREA. The REALTOR® Marks must never be used as a generic or descriptive name to identify a salesperson, broker, or other real estate professional.
 - 16.5.4.2: The REALTOR® Marks must never be used as part of a business name or trade name or corporate branding except as may be permitted by CREA in writing.
 - 16.5.5: Specific Additional Requirements – MLS® Marks
 - 16.5.5.1: The MLS® Marks must only be used to identify the professional services provided by Members of CREA to effect the purchase and sale of real estate as part of a "plural system arrangement," also known as a co-operative selling system. The MLS® Marks must never be used as a synonym for a "database of real estate listings."
 - 16.5.5.2: When referring to the co-operative selling systems operated by Boards and Associations, the proper terminology is "the MLS® System of the Board."
 - 16.5.5.3: The MLS® Marks must never be used as part of a business name, trade name, or corporate branding except as may be permitted by CREA in writing.
 - 16.5.5.4: A REALTOR® who does not have access to the MLS® System of a Board/Association may not use, reproduce, or display the MLS® Marks.

16.6: Use of Marks by Boards and Associations

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

16.7: Use of the Marks in Domain Names and on the Internet

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

16.8: Enforcement

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

RULE 17 – OPERATION OF A BOARD’S MLS® SYSTEM

17.1: Acceptance of Listings

17.1.1: The Three (3) Pillars of the MLS® Mark

Only listings that comply with the following three (3) pillars of the MLS® Mark can be placed on a Board/Association’s MLS® System.

17.1.1.1: Membership

Only REALTORS® may place a listing on a Board/Association’s MLS® System.

17.1.1.2: Agency

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

17.1.1.3: Compensation to Co-operating Broker

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.

17.2: Interpretations of the Three Pillars of the MLS® Mark

17.2.1: The listing REALTOR® shall be available to provide professional advice and counsel to the seller on all offers and counter offers unless otherwise directed by the seller in writing.

17.2.2: The listing REALTOR® is responsible and accountable for the accuracy of information submitted to a Board/Association for inclusion in the Board's MLS® System, and the Board/Association is responsible for ensuring that the data submitted to it meets reasonable standards of quality.

17.2.3: Only REALTORS® are permitted to display the MLS® trademarks in signage, advertising, etc.

17.2.4: Where the seller directs the listing REALTOR® in writing to do so, the seller’s contact information may appear in the REALTOR® only remarks (non-public) section of a listing on a Board/Association’s MLS® System. The seller's contact information shall not appear on REALTOR.ca or in the general (public) remarks section of a listing on a Board/Association's MLS® System. The listing REALTOR® may include a direction in the General Description section on REALTOR.ca or on websites operated by CREA or a Board/Association to visit the REALTOR® website to obtain additional information about the listing (but the nature of such additional information shall not be specified).

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

17.3: Out of Jurisdiction Listings

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

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

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

17.4: Real Estate Component

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

17.4.2: The term “real estate” includes real property, a leasehold or other interest in real property less than a fee simple, and a time share agreement with regard to real property.

17.4.3: Provided they conform to the provisions of the provincial/territorial licensing legislation, a Board/Association may also, at its option, accept listings for:

17.4.3.1: a moveable dwelling that is designed for use as a permanent residence;

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- 17.4.3.2: a business, including an interest or share of a business, with or without premises, and the fixtures, stock-in-trade, goods, and chattels associated with the business, provided such items are sold in bulk as part of the business operation.

17.5: Processing of Listings

17.5.1: Listing Contracts

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

17.6: Non-Member Access to Limited Information

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

17.7: Board/Association Obligations

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

RULE 18 – DISPUTE RESOLUTION

- 18.1:** CREA shall maintain and administer a dispute resolution process to adjudicate disputes between:
- 18.1.1: REALTORS® operating in different provinces or territories, relating to the division or disposition of commissions, including referral fees;
 - 18.1.2: A Board (or Boards) and an Association;
 - 18.1.3: Boards operating in different provinces or territories;
 - 18.1.4: Boards operating in the same province or territory, provided that the provincial dispute resolution process has been exhausted and does not involve binding arbitration.
- 18.2:** REALTOR®, for the purposes of 18.1.1, includes brokerages, and any other entity that is legally entitled to pay or receive referral fees or other compensation, including, as the context requires, all licensed members of the brokerage who are members of CREA.
- 18.3:** All inter-provincial REALTOR® commission disputes shall be submitted to CREA unless otherwise agreed by all parties to the dispute, and the decision of the adjudicators is final and binding. All other disputes under this Rule may, at the option of the parties be submitted to CREA, provided that all parties to the dispute consent.
- 18.4:** The dispute resolution process shall be in accordance with policies established by the Board of Directors.

RULE 19 – CONFERENCE

19.1: Timing of Conference

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

RULE 20 – HOLDING MEETINGS

20.1: Meetings

All CREA meetings, except Meetings of Members, may be held by telephone, video-conferencing, or other electronic means, provided all persons participating can hear and speak with each other simultaneously. Persons participating at such meetings are deemed to be present at the meeting.

20.2: Telephone and Electronic Meetings

Telephone, video-conferencing, or electronic meetings must follow the principles of physical meetings, including, notice of meeting, quorum requirements, agenda (where required), and the production and distribution of minutes.

20.3: Notice of Meetings

Notice for any meeting may be given by written or electronic means.

RULE 21 – MINUTES

21.1: Minutes To Be Recorded And Filed

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

21.2: Distribution of the Minutes of CREA Meetings shall be as follows:

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

- 21.2.1.1: Minutes of Committee and Task Force meetings shall be distributed to all the members of the particular Committee or Task Force;
- 21.2.1.2: Minutes of Council Board of Director meetings shall be distributed to the directors of the particular Council;
- 21.2.1.3: Minutes of CREA Board of Directors meetings shall be made available to Boards and Associations on request;
- 21.2.1.4: Minutes of Meetings of the Members shall be distributed to Boards and Associations;
- 21.2.1.5: Posting the minutes on REALTOR Link® shall constitute “distribution” for the purposes of this Rule.

RULE 22 – AFFILIATION

22.1: National and International Bodies

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

22.2: NAR Directorship

The President of the National Association of REALTORS®, or his or her delegate, shall be appointed as an honorary Director without voting status on CREA's Board of Directors.

RULE 23 – RULES OF ORDER

23.1: Robert's Rules of Order

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

Any questions or comments about the service or products CREA provides?

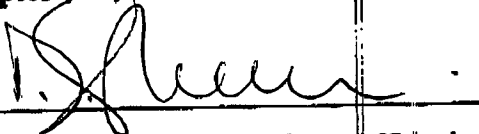
You can contact us on-line at info@crea.ca.

CREA THE CANADIAN
REAL ESTATE ASSOCIATION

200 CATHERINE STREET, 6TH FLOOR, OTTAWA, ONTARIO, K2P 2K9
TEL: (613) 237-7111, FAX: (613) 234-2567



This is Exhibit "C" referred to in the
affidavit of Gary Simonsen
sworn before me, this 20th
day of September, 2011



A Commissioner For Taking Affidavits

Daniel S. Russell
Barrister & Solicitor
Commissioner of Oaths / Notary Public
in & for the Province of Alberta

RECEIVED
JUN 21 1995
CREA / ACI

CERTIFICATION MARK LICENSE AGREEMENT - LOCAL BOARD

THIS AGREEMENT made the 1 day of June, 1995

BETWEEN:

THE CANADIAN REAL ESTATE ASSOCIATION/L'ASSOCIATION CANADIENNE DE L'IMMEUBLE, a corporation incorporated pursuant to Part II of the Canada Corporations Act and having its head office in the City of Ottawa, in the Province of Ontario,

(hereinafter referred to as "CREA")

OF THE FIRST PART

AND: TORONTO REAL ESTATE BOARD

a corporation incorporated under the laws of Ontario having its head office in the City of Don Mills, in the Province of Ontario,

(hereinafter referred to as "Local Board")

OF THE SECOND PART

WHEREAS:

CREA and the Local Board are corporations incorporated to promote interests in relation to real estate:

CREA is the registered owner in the Canadian Trade Marks Office of the Certification Mark registrations listed in Schedule "A" and is authorized to license the Certification Mark registrations listed in Schedule "B" (all marks referred to in Schedules "A" & "B", as amended from time to time, hereinafter collectively being referred to as the "Certification Marks").

CREA has the exclusive right to license others to use in Canada any or all of such Certification Marks in association with services that meet the defined standards applicable thereto.

It is therefore of great importance to CREA, to its licensees and to the public that the distinctiveness of the Certification Marks be preserved and their value and effectiveness enhanced by strict adherence to the terms and conditions of this Agreement.

As used herein, "Territory" means the current jurisdictional area of the Local Board, as may be amended from time to time with the consent of CREA.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Subject to the terms and conditions hereof, CREA hereby grants to the Local Board the following rights:
 - (a) a non-exclusive, non-transferable license to use the Certification Marks in the Territory in association with the operation, promotion and advertising of a listing service under MLS® and the provision of services for which the Certification Marks are registered in accordance with this Agreement and the standards provided in the registrations for such marks and the terms and conditions set forth in CREA's Rules and Regulations, as amended from time to time, and
 - (b) authority to permit members of the Local Board to use the Certification Marks in relation to the operation and advertising of their business, and without restricting the generality of the foregoing, to use the Certification Marks in listing agreements, "for sale" signs, business cards, letterhead and other similar limited uses, so long as such use is in connection with the service provided to such members by the Local Board.
2. CREA agrees that the licenses herein granted include the right to incidental use of the Certification Marks by the Local Board and its members in adjoining jurisdictional areas of other Local Boards through advertising or otherwise, so long as such use relates to a service rendered within the Territory.
3. The Local Board agrees that the Certification Marks shall at all times be used only in association with the services for which the Local Board is herein licensed, in strict conformity with the rules for use of the Certification Marks as set forth in the Rules and Regulations of CREA annexed to CREA's By-Law No. 1 and CREA's Trademarks Manual, as amended from time to time, and in strict accordance with the terms and conditions of this agreement.
4. The Local Board agrees:
 - (a) to inform all members of the Local Board of the standards and rules for use of the Certification Marks applicable to its members, as set forth in CREA's Rules and Regulations, and of any changes thereto as from time to time notified to the Local Board by CREA, and to require all members of the Local Board to comply with the said Standards and Rules as a condition of

membership in the Local Board;

- (b) to perform and carry out all duties of a monitoring, reporting or representative nature as are set forth in CREA's Rules and Regulations, as may be amended from time to time; and,
- (c) to discontinue, and to direct its members to discontinue, all use of the Certification Marks upon receipt of a termination notice from CREA.

- 5. The Local Board acknowledges that the Certification Marks are valid and the Local Board will not, during the continuation of this Agreement or thereafter, challenge the validity of the Certification Marks or CREA's title or licence thereto or use or apply to register any Mark, identical with or confusingly similar to any of the Certification Marks. The Local Board agrees to require that its members undertake to respect the validity of the Certification Marks and CREA's title and license thereto, and not to use or apply to register any Mark identical or confusingly similar to any of the Certification Marks, both during and after their membership in the Local Board, as a condition of membership.
- 6. Any notice or communication to or from the respective parties is to be given in writing and shall be hand-delivered to the party being noticed or sent by registered mail, cable, telex or telefax as follows:

To CREA: The Canadian Real Estate Association
320 Queen Street, Suite 2100
Place de Ville, Tower "A"
Ottawa, Ontario.
KIR 5A3

Attn: Executive Vice-President

To Local Board: Toronto Real Estate Board
1400 Don Mills Road
Don Mills, Ontario
M3B 3N1

Attn: Executive Vice-President

- 7. This Agreement shall be binding upon the parties hereto and their respective successors, but this Agreement shall not be assignable by any party hereto without first obtaining the written consent to such assignment from the other parties hereto.
- 8. This agreement and the licenses herein granted shall terminate automatically if, and

when, the Local Board fails to remain a member of CREA, or upon notice from CREA in the event the Local Board, in CREA's opinion, persistently fails to adhere to the terms and conditions hereof. Otherwise, the said license shall subsist without definite period.

9. This Agreement shall be governed by and construed in accordance with the laws of the province where the Local Board is situate and the parties hereby attorn to the jurisdiction of the Courts of such Province to hear and determine any proceeding arising out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto under the hands of their duly authorized signing officers as of the day and year first hereinabove written.

THE CANADIAN REAL ESTATE ASSOCIATION

By: _____

By: _____ c/s

TORONTO REAL ESTATE BOARD

By: _____

By: _____ c/s

SCHEDULE "A"



Multiple Listing Service®

MLS®



Service inter-agences®

S.I.A.®

Service d'inscriptions multiples®

SIM™

SCHEDULE "B"

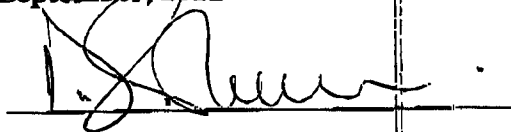


(available for use only in the
province of Quebec in this form)

REALTOR®

REALTORS™

This is Exhibit "D" referred to in the
affidavit of Gary Simonsen
sworn before me, this 20th
day of September, 2011



A Commissioner For Taking Affidavits
Daniel S. Russell
Barrister & Solicitor
Commissioner of Oaths / Notary Public
in & for the Province of Alberta

CREA/TREB CONTENT UPLOAD AGREEMENT

BETWEEN:

THE CANADIAN REAL ESTATE ASSOCIATION/L'ASSOCIATION CANADIENNE DE L'IMMEUBLE,

(Hereinafter referred to as "CREA")

AND: THE TORONTO REAL ESTATE BOARD

(Hereinafter referred to as the "Board")

BACKGROUND

- (i) The relationship between the parties is governed by the "Three-Way Membership Agreement" dated August 1, 1974. The Board and its respective members are all members of CREA and must adhere to CREA's charter, by-laws, rules, regulations, code of ethics and policies, and CREA has agreed to respect the Rules, policies and by-laws of the Board.
- (ii) The Board owns and operates databases containing real property and membership roster information (the "Databases"). Firms, Brokers, the Board and/or others populate the Databases with information.
- (iii) CREA owns and operates the websites mls.ca and ICX.CA which display property listing information available to the public, and the Intranet site REALTOR Link® located at realtorlink.ca, which is accessible only by members of CREA and by designated affiliate members and guests (the "CREA Websites").
- (iv) The Board operates certain software that resides on certain of the Board's computer data servers which permits the electronic transfer of the information in the Databases to the CREA Websites on a regular basis.
- (v) The Board uploads property and Member listing data and related information and data from the Databases to the mls.ca and ICX.CA websites, and uploads member, staff and affiliate roster data and other information to the REALTOR Link® Intranet site and the IXN data-fields of mls.ca and ICX.CA (collectively, the uploaded information and data is referred to as the "Content").
- (vi) This Agreement is intended, in part to set out the requirements for to the orderly and competitive use of the property and Member listing data and related information and data in a manner which promotes the best interests of CREA, Board Members, the Board and the public.

Now therefore, in consideration of the mutual undertakings contained in this agreement, the parties agree and undertake as follows:

1. GRANT OF LICENSE AND RESTRICTIONS

- (i) The Board hereby grants CREA a non-exclusive and non-transferable, royalty-free licence to use the Content which may include Member Access Codes, to do the following:
 - (a) display the Content to the public in the manner in which it currently displays the Content on the CREA Websites;

(b) populate the IXN data-fields of the CREA Website, as approved by the Board, and display that Content to REALTORS in the manner in which it currently displays the Content on the CREA Websites; and

(c) display Member roster data on the realtorlink.ca site in the manner in which it currently displays such data on that site. For the purposes of this Agreement, the realtorlink.ca site is a password protected Intranet site located at <http://www.realtorlink.ca>, which may be accessed by REALTORS, real estate board staff and affiliate members of Boards/Associations.

(ii) The Board hereby grants CREA an exclusive license in the copyright in the Content for use and reproduction in the CREA Websites only, in the manner set forth in subsections 2(i), for the sole purpose of permitting CREA to commence litigation to prevent an infringement of the copyright in the CREA Websites, and for no other purpose. All rights not expressly granted are hereby reserved including, without limitation, the right of the Board to publish the data on any other websites or in any other media and to commence any other litigation or proceedings.

For greater clarity, examples of the current form in which CREA displays the contents on the CREA Websites and the Member roster data on the realtorlink.ca site are set forth in Exhibit "A" attached hereto. For the purposes of this Agreement, the following terms have the following meanings: "Brokers" means an individual 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 Firm; "Firm" means a sole proprietor, partnership or corporation registered under the *Real Estate and Business Brokers Act* (Ontario) as a broker and which is a Member; "Member" includes all types of members of the Board and/or CREA as defined in the By-laws of the Board and who the Board has authorized in writing to have access to the Databases; "Member Access Codes" means a Member's unique access code, which upon verification by the applicable Database(s) will allow the remote client side to access the Contents; and "Registrant" means a person admitted to and continuing in, membership in the Real Estate Council of Ontario as a Broker.

(iii) In addition to the current uses set out in this section, CREA may from time to time develop policies involving the use of the Content by CREA members or third parties. No such policies shall be considered a breach of this agreement provided that the Board at all times reserves the right to opt out of any such policies in which case CREA shall immediately refrain from using or reproducing the Content for that particular purpose.

(iv) Any use of the Content by CREA other than for the specific uses outlined in Sections 1 and 2 is strictly prohibited, and the parties agree such unauthorized use shall constitute a fundamental and material breach of this Agreement.

2. DELIVERY OF CONTENT

The Board acknowledges and agrees that:

(i) In providing Content to the CREA Websites, it has met the requirements of the *Personal Information Protection and Electronic Documents Act* (PIPEDA) of Canada and/or any successor legislation, any legislation of similar effect and in accordance with any other applicable laws in the Province of Ontario;

(ii) The Content provided by the Board shall contain at least the minimum information required by CREA policies, as set forth in Exhibit "B" attached hereto and may, at the Board's option, also contain additional information as set out in CREA's data load specifications. CREA agrees to provide 30 days prior, written notice to the Board for any changes made to such data load specifications.

(iii) CREA shall provide the Board with all information and materials reasonably required by the Board for use in diagnosing and correcting any Content delivery problems reported by CREA to the Board.

3. DISPLAY OF CONTENT AND OPERATION OF CREA WEBSITES

The parties acknowledge and agree that:

- (i) CREA does not, and shall not, collect, retain or disclose the Content, in whole or in part, except as expressly provided in this Agreement. CREA shall, with regard to any personal information of individuals that forms part of the Content, observe the requirements of the *Personal Information Protection and Electronic Documents Act* (Canada) and any successor legislation and any legislation of similar effect and in accordance with any other applicable Laws in the Province of Ontario and shall indemnify, defend and hold the Board harmless from any and all liability in connection with CREA's failure to do so;
- (ii) All maintenance and support of the CREA Websites shall be the sole responsibility of CREA;
- (iii) The Content is provided by the Board on an "as-is" basis and the Board makes no covenants, warranties or representations in connection with the Contents or the delivery thereof and MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OWNERSHIP, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE BOARD DISCLAIMS ANY RESPONSIBILITY REGARDING THE INTERFACE, DATABASE, OR THE DATA OR THEIR SUITABILITY FOR CREA'S OR MEMBERS' PURPOSES.;
- (iv) CREA shall have control over the composition, functionality and "look and feel" of the CREA Websites and shall operate them in accordance with the policies of CREA, as amended from time to time
- (v) The Board assumes no obligation to update, upgrade or maintain the Content.
- (vi) Subject to the terms and conditions of this Agreement, CREA may, in its sole discretion, modify any of the CREA Websites or any functionality associated with them, and no such modification shall be deemed to be a breach of this agreement
- (vii) The Board currently devotes a limited amount of network and system resources to the provision of the Content to CREA. The Board may cease to provide such Content and/or may cease to devote such system and/or network resources to CREA, in whole or in part, at any time at the Board's sole and unfettered discretion and shall not be liable to CREA for any damages, costs or expenses it may suffer as a result. Delivery of the Content is subject to force majeure.

4. OWNERSHIP

- (i) CREA owns all right, title and interest in and to the CREA Websites including the databases and the compilation residing on the CREA Websites, and including all copyrights and other intellectual property rights.
- (ii) The Board or Brokers owns all right, title and interest in and to the Content and its MLS® system including the databases and the compilation residing on its MLS® system and including all copyrights and other intellectual property rights and the Parties acknowledge and agree that all rights in and to the Content are being licensed to CREA for the sole purpose set out in Section 1(ii) above.;

(iii) All rights not expressly granted by the Board are hereby reserved.

5 CONFIDENTIALITY

Both parties agree to maintain the confidentiality of the Proprietary Information of the other (as defined below) and not to use it except as permitted pursuant to this Agreement. Proprietary Information includes the members' personal information, the member passwords or access codes for REALTOR Link®, any business, operational or technical information provided by either party to the other that is marked or otherwise identified as confidential or proprietary, or any business, operational or technical information of either party that the other knows or reasonably should know is confidential. 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 CREA, (ii) is independently developed by employees of the receiving party without use or reference to the Proprietary Information, (iii) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation or other prohibitive contractual obligation to the disclosing party, or (iv) is demanded by a lawful order from any court or any body empowered to issue such an order. Each party agrees to notify the other promptly of the receipt of any such order, and to provide the other party with a copy of such order.

6. TERM AND TERMINATION

(i) This Agreement shall continue in force until December 31, 2006. Thereafter this Agreement shall automatically renew for additional one year periods unless either party gives 60 days written notice of non-renewal to the other party.

(ii) Notwithstanding Section 6(i) above, the Board may terminate this Agreement without reason immediately at any time on written notice to CREA. CREA may terminate this Agreement without reason at any time after giving sixty (60) days prior notice to the Board; and

(iii) Upon termination of the Agreement, CREA's right to use the Content shall immediately expire and CREA shall phase out all use of the Content within thirty (30) days of the termination date.

7. MISCELLANEOUS

(i) This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other, which consent will not be unreasonably withheld.

(ii) It is expressly understood that the parties are acting as independent contractors hereunder and that neither party shall have any authority pursuant to this Agreement to bind, commit, or otherwise obligate the other party in any manner whatsoever.

(iii) All notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing, and delivered by courier or by fax.

(iv) 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.

8. LIMITATION OF LIABILITY

(i) To the extent permitted by applicable law, in no event shall the Board, its officers, directors, employees, agents or contractors be liable for any direct, indirect, special, incidental, exemplary, consequential or punitive damages, including but not limited to those for business interruption, loss of profits, goodwill, use, data or other intangible losses (even if the other part has been notified of the possibility of such damage), arising out of, or resulting from, (A) the use of or the inability to use the Content or services, (B) unauthorized access to or alteration of the Content, (C) any losses or expenses resulting from any information or data supplied in connection with this Agreement, or (D) any other matter relating to the Content or services.

(ii) To the extent permitted by applicable law, in no event shall the CREA, its officers, directors, employees, agents or contractors be liable for any direct, indirect, special, incidental, exemplary, consequential or punitive damages, including but not limited to those for business interruption, loss of profits, goodwill, use, data or other intangible losses (even if the other part has been notified of the possibility of such damage), arising out of, or resulting from, (A) the use of or the inability to use the CREA Websites, (B) unauthorized access to or alteration of the CREA Websites.

THE CANADIAN REAL ESTATE ASSOCIATION

Per: 

Title: President Date: Dec 14/06

Per: 

Title: CEO Date: Dec 26/06

THE TORONTO REAL ESTATE BOARD

Per: 

Title: President Date: Nov. 15/2006

Per: 

Title: CEO Date: Nov 14/2006

SCHEDULE A

Applications

CREA Public Applications: Technology supported applications available to the public over the Internet. Listing, property, REALTOR® and Broker data are used to market properties for sale, identify listing and buyer agents and to promote REALTOR® and MLS® branded services.

Application: CREA.ca

Functions: View news and events about organised real estate and CREA;
View promotional material about REALTORS® and MLS® branded services;
Link to Board and Association web sites.

Application: ICX.ca

Functions: Search for and display REALTOR®;
Search for and display Broker Offices;
Search for and display commercial properties for sale or lease;
Link to other public sites including, Board, REALTOR®, Broker, stakeholder and third party web sites.

Application: mls.ca

Functions: Search for and display REALTOR®;
Search for and display Broker Offices;
Search for and display Open Houses;
Search for and display residential properties for sale or rent;
Link to other public sites including, Board, REALTOR®, Broker, stakeholder and third party web sites.

Application: REALTOR.ca

Functions: View promotional material about REALTORS® and MLS® branded services;
View helpful information about the real estate transaction;
Download and view REALTOR® commercials;
Link to other public sites including third party, Board, REALTOR®, and Broker web sites.

CREA Member Applications: Technology supported applications available to members, temporary guests, organised real estate staff and affiliate organisation members and staff. The applications are available to authenticated visitors over the Internet. Listing, property, REALTOR®, Broker and staff data are used to support listing, permission and member management and identification functions.

Application: Change Request System (CRS)

Functions: Post, view and maintain issues, problems, questions and change requests;
Set preferences for receiving alert e-mail depending on the activity against and the status of tasks;
Search and report on the status of sets of tasks by various criteria including individuals;
Search and report on sets of activities performed against sets of tasks.

SCHEDULE A

Application: **Communications and Mailing List Management**

Functions: Maintain sets of e-mail addresses for various communications objectives;
Send out e-mail communications;
View reports on the success rate of e-mail communications.

Application: **CREAstat and MLS® Statistics Reports**

Functions: View statistics, and economic forecasts and opinions about trends in housing sales and prices.

Application: **Discussion Groups**

Functions: Post, view and search commentary about various topics of interest to participants and stakeholders of organised real estate;
Set preferences for receiving alert e-mails from various discussion groups to which postings have been made.

Application: **Election Credentials Submission**

Functions: View member data populated forms for submission of election credentials;
Edit and submit election credentials;
Receive reports on the status of election credentials submission by available position and by candidate.

Application: **Event Registration**

Functions: View member data populated forms for registration for various events sponsored by Boards, Associations and Affiliate organisations;
Edit and submit registration information;
Pay the registration fees by credit or debit card.

Application: **ICX Console**

Functions: Post, view, search and maintain data about non-“MLS®” commercial properties for sale or lease;
Post, view, search and maintain data about commercial Wants and mandates;
View news articles of interest to Commercial REALTORS®;
Link to various CREA, Board, Association, stakeholder and third party websites and applications.

Application: **IXN®**

Functions: Search for and display REALTOR®;
Search for and display Broker Offices;
Search for and display Open Houses;
Search for and display residential and commercial properties for sale or rent and lease;
Link to other public sites including, Board, REALTOR®, Broker, stakeholder and third party web sites.

SCHEDULE A

Application: **Listing Statistics**

Functions: View statistics concerning the number of times particular property listings are viewed on and e-mail are sent from CREA, Board, Association and stakeholder websites;
View rolled up summaries of the statistics at various levels, broker office, Province, Franchisor for example.

Application: **Listing Management**

Functions: Post, view, search and maintain various data about the listing REALTOR®, Broker Office and property that is not provided or will later be provided in the upload. Examples are REALTOR® photograph, Broker Office logo, indicator to feed listing data to another website.

Application: **Member Management System (MMS)**

Functions: Post, view, search and maintain various data about REALTORS®, Broker Offices, Boards, Associations, Franchisors, Stakeholders, Affiliates, Suppliers, and other third parties of interest to organised real estate.

Application: **Online Education (Operated by OREA)**

Functions: Register for and take courses of interest or required to maintain real estate license;
View reports on individual and collective status of courses taken, marks, pass rate and other information of interest.

Application: **Permissions Management Console**

Functions: Post and view opt-in and opt-out permissions for various CREA technology supported. The permissions control the availability and use of data provided by REALTORS®, Boards, Associations, Franchisors and large multi-office brokerages.

Application: **REALTOR Link®**

Functions: Post, view, search and maintain information, articles, documents, surveys and calendars;
Link to various CREA, Board, Association, stakeholder and third party public and private web sites;
Link to various CREA, Board, Association, stakeholder and third party applications.

Application: **WEBforms (Operated by FREB)**

Functions: View, complete, publish and manage legal forms required for the real estate transaction;
View and maintain data about other resources required for completion of the real estate transaction.

SCHEDULE A

CREA Page Framing Applications: Applications for which pages of data are produced by CREA technology for the purposes of being framed by member, Board, Association, stakeholder and third party websites. Access to the pages and their data is controlled by technology subsequent to an approval and an opt-in, opt-out process.

Applications and data set:

- REALTOR® Linkback** – REALTOR® listed properties;
- Broker Office Linkback** – Broker Office listed properties;
- CREA VOW Framer** – all properties of member Broker's Board on mls.ca or ICX.ca, except those of opted-out Boards, Brokers or vendors; plus those of opted-in Boards;
- CREA IDX Framer** – all properties of participating Brokers, except those of opted-out Boards and vendors;
- Deep Link Framer** – all properties on mls.ca or ICX.ca, except those of opted-out Boards, Brokers or vendors;
- Franchisor Framer** – all properties of franchisee Brokers, except opt-out vendors;
- Third Party Framer** – all properties relevant to third party application, except those of opted-out Boards, Brokers or vendors.

CREA Data Sharing Applications: Applications for which extracts of certain sets data are provided by CREA technology for use by approved stakeholders and third parties. The data extracts are provided by technology subsequent to an approval and an opt-in, opt-out process.

Applications and data set:

- Alberta First** – listing REALTOR®, Broker Office and property data for display to the public on this website sponsored by the Alberta Provincial Government;
- CREA Image Servers** – copies of REALTOR® photographs, Broker Office Logos and listed property pictures;
- Franchisor Franchisee management** – REALTOR® and Broker Office data including CREA ID for appropriate franchisees;
- Ontario Investment Services (OIS)** - listing REALTOR®, Broker Office and property data for display to the public on this website sponsored by the Ontario Provincial Government;
- OREA Member Management** – REALTOR® and Broker Office data for populating membership system of the Ontario real Estate Association. NCC membership roster of Ontario members;
- WorldProperties.com** – REALTOR®, Broker Office and listed property data to support a roster of REALTORS® interested in trans-national referral and additional expose of properties on this website.

SCHEDULE A

CREA Web Services Applications: Applications for which real time extracts of certain sets of data are provided by CREA technology for use by approved stakeholders and third parties. The data extracts are provided by technology subsequent to an approval and an opt-in, opt-out process.

Applications and data set:

National Authentication (NAF) – verifies member in good standing and provides some relevant membership information;

Get Member – all or specific sets of data about the REALTOR®;

Get Organisation – all or specific sets of data about the Broker Firm, Board or Association;

Get Property – all or specific sets of data about the listed property.

CREA Surveys and Ad Hoc Requests:

CREA Surveys: Periodically, CREA conducts surveys of the membership to guide the development products and services and to poll the membership on particular issues. The surveys are conducted using information provided by the Boards and Associations. E-mail address is an example.

Information Requests: Occasionally, CREA receives requests for information about specific members from member organizations to the extent that the data is in the upload and subject to compliance with privacy laws.

SCHEDULE B

Minimum or Mandatory Fields

The following fields are currently deemed "mandatory" in order to support the current functionality of the applications described in Schedule A.

REALTOR® Data:

- Individual Identification
- Board Identification
- Broker Office Identification
- MLS® system login information
- E-mail Address
- Full Name
- Individual CREA ID
- Individual Type
- Membership Type
- Membership Status

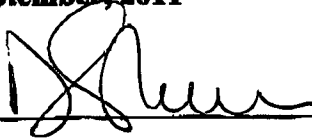
Broker Office or Organisation Data:

- Organisation Identification
- Board Identification
- Name
- Address
- Address City
- Address Postal Code
- Address Country
- E-Mail Address
- Organisation CREA ID
- Organisation Type

Listing and Property Data:

- Board Identification
- Listing Identification
- Geographical Location Information
- Real Estate Type
- Listing REALTOR® and Broker Information
- Address
- Address City
- Address Postal Code
- Address Country
- Price, Rent or Lease Amount
- Listing Status and Effective Date
- Transaction Information

This is Exhibit "E" referred to in the
affidavit of Gary Simonsen
sworn before me, this 20th
day of September, 2011



A Commissioner For Taking Affidavits

Daniel S. Russell
Barrister & Solicitor
Commissioner of Oaths / Notary Public
in & for the Province of Alberta

THREE-WAY MEMBERSHIP AGREEMENT

Dated AUGUST 1, 1974

B E T W E E N: THE CANADIAN REAL ESTATE ASSOCIATION
("CREA")

OF THE FIRST PART

-- and -- THE ONTARIO REAL ESTATE ASSOCIATION
("Provincial Association")

OF THE SECOND PART

-- and -- THE TORONTO REAL ESTATE BOARD
("Local Board")

OF THE THIRD PART

Whereas CREA is a corporation without share capital, incorporated under the laws of Canada to promote the interests of real estate throughout Canada; and whereas the Provincial Association is a corporation without share capital incorporated under the laws of its province to promote the interests of real estate within its province; and whereas the Local Board has been established to promote the interests of real estate within its operational area; and whereas there is a coincidence of interests, it is desirable to establish the relationship between the parties and their respective members and to set general terms and conditions to regulate their relationships; Now therefore in consideration of the premises herein contained, the parties agree as follows:

1. The Local Board is a member of the Provincial Association and of CREA in accordance with the charter, by-laws, rules, regulations, code of ethics and policies of the Provincial Association and of CREA respectively, as such shall be from time to time.

2. The Provincial Association is a member of CREA in accordance with the charter, by-laws, rules, regulations, code of ethics and policies of CREA, as such shall be from time to time.

3. The Local Board has or forthwith as a condition of its membership in the Provincial Association and in CREA will provide in its by-laws and as a condition of initial or continued membership of its respective members that its members be members of the Provincial Association and of CREA in accordance, with the charter, by-laws, rules, regulations, code of ethics and policies of the Provincial Association and of CREA respectively, as such shall be from time to time.

4. Failure to abide by the charter, by-laws, rules, regulations, code of ethics and policies of the Provincial Association or of CREA or of both as the case may be permits the party whose provisions are broken to terminate the membership of the party or the membership of party's respective members who have broken such provisions.

5. Any licence or permission to use certification marks and designations or similar or related devices owned, possessed or held by either the Provincial Association or by CREA and granted by either such party to any of the other parties or a member of the Local Board shall terminate immediately that the grantee is no longer a member in good standing of the grantor; provided further that the certificate or other evidence of the license or permission is the property of the grantor and shall be returned forthwith by the grantee upon termination.

6. The parties hereto confirm that they have the respective authority to enter into this agreement.

In witness whereof this agreement has been executed the year and day first above written.

Signed, sealed and delivered in the presence of)
)
)

Judy Coillis
witness)

witness)

Miller
witness)

The Canadian Real Estate Association

per [Signature]
authorized signatory)

per [Signature]
authorized signatory)

The Ontario Real Estate Association

per [Signature]
authorized signatory)

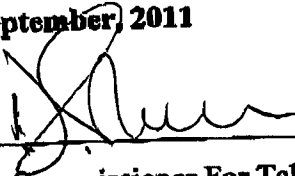
per [Signature]
authorized signatory)

The Toronto Real Estate Board

per [Signature]
authorized signatory)

per [Signature]
authorized signatory)

This is Exhibit "F" referred to in the
affidavit of Gary Simonsen
sworn before me, this 20th
day of September, 2011



A Commissioner For Taking Affidavits

Daniel S. Russell
Barrister & Solicitor
Commissioner of Oaths / Notary Public
in & for the Province of Alberta



What is Connect?

The vision of providing Ontario REALTORS® with access to all MLS® listings has been a reality since October 2009, with the launch of **Connect**, a joint venture of the Toronto Real Estate Board, the REALTORS® Association of Hamilton-Burlington, the London and St. Thomas Association of REALTORS® and the Ottawa Real Estate Board. **Connect** offers members of participating boards the ability to search and view active listings and recent sales history of all other participating boards without the complexities of actual data exchange. By the end of 2011, there will be twenty-four boards participating in this project, representing 86% of OREA members in Ontario. A complete list of participating boards appears at the end of this document.

Through **Connect**, participating boards are required to provide enough information for REALTORS® from other areas to gain sufficient knowledge of the market to better represent their clients. **Connect** does not replace the value of membership in a local board, nor does it offer the full functionality of a board's MLS® system. It offers a simple, yet elegant, solution to obtain information on MLS® listings in other market areas.

Log-in Instructions

Sign onto the Ottawa Connect website at <http://onconnect.oreb.ca>. Enter your Board public ID and password in **upper case**. Read the Terms of Use and click the appropriate button to accept them. Please note that you must click on the "I Agree" button, do not simply hit the return key. You will then be logged into the list of boards which are participating in this project. Then, simply click the button with the name of the board you wish to access. The search function is similar to MLXchange, so there should be virtually no learning curve. To get to know the areas in these other boards, simply click on their respective maps (they will appear, if provided, on the right hand side of the screen) and you're off and running.

Please remember:

- You are getting "live" Active listings at these other boards.
- You are getting 2 years of Solds for residential, and 4 years of solds for commercial.
- It's not an MLS® system.
- Connect is for Member Use Only.
- Connect is not a data distribution system.
- Security is paramount and we will be monitoring usage very closely.
- Search screens are dynamic and will change depending on the specifics from each board.
- Reports from the various Boards will differ according to local requirements and naming conventions.
- Field values will vary as well (e.g. Yes/No; 1, 2, 3 etc; wood, oil, pellet).
- You may print off a copy of the information on a listing but you cannot e-mail the reports as per Board rules due to privacy requirements.
- Two different report views are available – one for members with private information and one for clients (similar to the Client and Salesperson reports on MLXchange). The Salesperson report is strictly for members, not clients.
- Browser: Windows Internet Explorer (IE) Version 7.0 is the lowest browser version that is supported by Connect. You may be asked to download Active X controls to be able to access Connect.

Tips for better use

Exceeding 100 Listings in a set of Results

There is a limit of 100 listings in the list of results. If you choose too many areas or too large a price range, you will quickly run into a problem as there will almost always be more than 100 listings returned. The downside to this is that you will never see "all" of the listings which matched your criteria. You should continue to pare down the price range or number of areas until your set of results is under 100, so that you can be assured that you are looking at all available listings.

Different Geographical Board Areas

There will be challenges when you initially start to search on other boards' information due to the differences in geographical coding. Many boards have three levels of geographic breakdown and when you get to the lowest level they use the same codes for many 3rd level codes.

As you can see it would get very confusing if you choose East and South and then ended up with codes like A,A, B,B,C,C, etc. One solution is to carefully look at the maps for each board, if available, to ensure you are receiving the correct results by keeping your searches simple. In some cases you may be better to do two searches.

Measurements

Each board will have its own requirements for lot sizes and/or room sizes. Some boards are strictly metric while others are imperial. In some cases, as in our Board, the room sizes are imperial and members have the option of showing the lot size in metric or imperial measurement. Check carefully when viewing measurement information so that you have the correct idea of the size of the room or lot size. The information will not be converted, as the information must remain in the format that the originating board has available.

List of Participating Boards on Connect

TREB	The Brampton Real Estate Board (access through TREB)
CAMB	Real Estate Board of Cambridge, Inc.
CKAR	Chatham-Kent Association of REALTORS®
CDREB	Cornwall and District Real Estate Board
TREB	Durham Region Association of REALTORS® (access through TREB)
KLREA	Kawartha Lakes Real Estate Association (Fall 2011)
KWAR	Kitchener-Waterloo Association of REALTORS®
KREA	Kingston & District Real Estate Association (Fall 2011)
LSTAR	London & St. Thomas Association of REALTORS®
TREB	Mississauga Real Estate Board (access through TREB)
NIAG	Niagara Association of REALTORS®
TREB	Orangeville & District Real Estate Board (access through TREB)
ODREB	Orillia and District Real Estate Board
OMDREB	The Oakville, Milton and District Real Estate Board (Fall 2011)
OREB	Ottawa Real Estate Board
PKAR	Peterborough and the Kawarthas Association of REALTORS® Inc.
QDREB	Quinte & District Real Estate Board (Fall 2011)
RAHB	REALTORS® Association of Hamilton-Burlington
OREB	Renfrew County Real Estate Board (access through OREB)
RSLREB	Rideau St. Lawrence Real Estate Board
LSTAR	Tillsonburg District Real Estate Board (access through LSTAR)
TREB	Toronto Real Estate Board
WECREB	The Windsor-Essex County Real Estate Board
WIDREB	Woodstock-Ingersoll & District Real Estate Board (access through LSTAR) (Fall 2011)

For Additional Assistance

If you have any questions or problems, please contact the Operations Department at the Board Office (do not contact the other boards directly). Our staff will be glad to answer your questions and can be reached at orebadmin@oreb.ca or 613-225-2240.

This is Exhibit "G" referred to in the
affidavit of Gary Simonsen
sworn before me, this 20th
day of September, 2011



A Commissioner For Taking Affidavits

Daniel S. Russell
Barrister & Solicitor
Commissioner of Oaths / Notary Public
in & for the Province of Alberta.

Federal Court



Cour fédérale

Date: 20070315

Docket: T-422-07

Ottawa, Ontario, this 15th day of March 2007**PRESENT:** The Honourable Mr. Justice de Montigny

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34 (as amended) (the "Act");

AND IN THE MATTER of an inquiry under paragraph 10(1)(b) of the Act, relating to certain practices in the real estate industry in Canada;

AND IN THE MATTER of an *ex parte* application by the Commissioner of Competition under the Act, for an order requiring that the Respondent produce records and provide written returns of information pursuant to paragraphs 11(1)(b) and (c) of the Act.

BETWEEN:**THE COMMISSIONER OF COMPETITION**

Applicant

-and-

THE CANADIAN REAL ESTATE ASSOCIATION

Respondent

ORDER

UPON APPLICATION made the 13th day of March, 2007, by the Commissioner of Competition ("Commissioner") appointed under the *Competition Act*, for an order pursuant to paragraphs 11(1)(b) and 11(1)(c) of the *Competition Act* and heard this day at the Federal Court of Canada, Ottawa, Ontario;

AND UPON reading the affidavit of Jean-Pierre Bornais, sworn on the 12th day of March, 2007, and the draft order filed;

AND UPON being satisfied that an inquiry is being made under paragraph 10(1)(b) of the *Competition Act*, relating to certain practices in the real estate industry in Canada;

AND UPON being satisfied that the Respondent has or is likely to have records and information that are relevant to the inquiry;

THIS COURT ORDERS THAT:

Production of records

1. Pursuant to paragraph 11(1)(b) of the *Competition Act*, the Respondent:
 - a. produce, through its duly authorized representative(s), to the Commissioner or her authorized representative, at or before 4:00 o'clock in the afternoon, Ottawa Local Time, thirty calendar days after the date of issuance of this order, all records in its possession or control, as specified and described in Schedule 1, attached, on the terms indicated therein; and
 - b. provide, together with the records described in Schedule 1, attached, a statement under oath, or a solemn affirmation, that all records in its possession or control were produced and that the records produced are either original records or certified true copies.

2. If the Respondent claims solicitor-client privilege over any records to which this order applies, the Respondent will provide those records to a person identified in subsection

19(3) of the *Competition Act* at or before 4:00 o'clock in the afternoon, Ottawa Local Time, thirty calendar days after this order is issued.

3. In order to facilitate the handling and orderly maintenance of records and to ensure the accurate and expeditious return of records, the following procedures shall be observed with respect to records produced pursuant to this order:
 - a. all records are to be produced in their entirety;
 - b. records which are stapled or attached together in any manner are to remain attached;
 - c. all records produced are to be either original records or certified true copies;
 - d. all electronic records are to be produced in the manner described below:
 - i. all electronic records shall be provided on CD-ROM or diskette;
 - ii. database records shall be provided as a flat file, in a non-relational format;
 - iii. spreadsheets shall be in either Lotus 123 or MS Excel format; word processing files shall be in either MS Word or WordPerfect format; and
 - iv. e-mail records and attachments shall be provided in either a text format compatible with any of the software applications mentioned above or in paper form;
 - e. if electronic records cannot be delivered in the format(s) described above, they shall be provided in their existing format along with instructions and such other materials (including software) as are necessary for the retrieval and use of the records;
 - f. all electronic media (CD-ROM, diskettes, etc.) shall be identified with a label describing their contents; and
 - g. an index, including the date and title, of all records shall be provided.

Written returns of information

4. Pursuant to paragraph 11(1)(c) of the *Competition Act*, the Respondent, through its duly authorized representative(s), shall make and deliver to the Commissioner or her authorized representative, at or before 4:00 o'clock in the afternoon, Ottawa Local Time, thirty calendar days after the date of issuance of this order, a written return of information under oath or solemn affirmation in response to the questions set out in Schedule 2, attached.

General instructions

5. The definitions and instructions set out at the beginning of Schedule 1 apply, to the extent that they are relevant, to both Schedule 1 and Schedule 2.
6. All records and written returns whose production is ordered herein are to be produced to the Commissioner's office at the following address:

Competition Bureau -- Civil Matters Branch
Attention: Claire Rock
50 Victoria Street, 15th Floor
Gatineau, Quebec
K1A 0C9

YVES DE MONTIGNY

Judge

SCHEDULE 1

Records to be produced pursuant to para. 11(1)(b) of the Competition Act.

Notice Concerning Failure to Respond and Obstruction

Failure to respond to the Order is an offence under s. 65 of the Act. Any person who in any manner impedes or prevents or attempts to impede or prevent any inquiry or examination under the *Competition Act*, or who destroys or alters or causes to be destroyed or altered, any record or thing that is required to be produced under section 11 of the *Competition Act* may be subject to criminal prosecution for obstruction of justice, contempt of court or other federal criminal violations. Where a corporation commits such an offence, any officer, director or agent of the corporation who directed, authorized, assented to, acquiesced in or participated in the commission of the offence may also be prosecuted.

Conviction in respect of any of these offences is punishable by fine or imprisonment or both.

General Guidance on Compliance

Unless otherwise indicated below, this Order calls for the production of records, whenever created, which directly or indirectly relate to the relevant period, whether in handwritten, printed, typewritten, or electronically-stored form, in the possession or under the control of the Respondent.

Definitions - For the purpose of this Order, the following definitions apply:

“agency requirement” refers to the continuous agency relationship required by Rule VIII 3(e)(2)(d)(iii) throughout the term of listing contracts;

“alternative business models” refers to non-traditional brokerage services including arrangements involving MLS-only listings, limited service listings, fee-for-service, discount fees or commissions, flat-fee services, and seller’s rights reserved;

“and” and **“or”** have both conjunctive and disjunctive meanings;

“any” means one or more. The term is mutually interchangeable with **“all”** and each term encompasses the other;

“CREA” means the Canadian Real Estate Association;

“compensation sharing requirement” refers to the requirement in Rule VIII 3(e)(2)(d)(ii) that the listing member offer to pay a fee to the selling member;

“consultations” includes all forms of communication used to consult the members of the Respondent;

“co-operating member” means a broker or salesperson who finds a buyer for a property and initiates a negotiation for a share of the commission;

“discount fees or commissions” refers to the offering, advertising or supplying of brokerage services where the seller pays a lower commission rate or fee than that which generally prevails in a given area;

“fee-for-service” refers to the offering of brokerage services where the seller has a menu of service options from which to choose;

“**flat-fee services**” refers to the offering of brokerage services where the seller pays a set price for the services received. A seller can be required to perform some of the services that would normally be provided by a broker or salesperson;

“**including**” means including but not limited to and “**include**” has the corresponding meaning;

“**limited service listings**” refers to the offering of brokerage services where the seller retains the services of a broker or salesperson for listing a residential property on the MLS system and a few other brokerage services;

“**listing**” means a residential property that is listed under a brokerage agreement between a broker and the seller;

“**listing member**” refers to the broker or salesperson, other than the listing member, who lists a residential property on the MLS;

“**member**” refers to a broker, salesperson, Real Estate Board, or Regional Association who is a member of CREA;

“**member association**” means a provincial or territorial real estate association located in Canada that is a member of CREA;

“**member board**” means a local real estate board or association located in Canada that is a member of CREA;

“**MLS**” means MLS® and Multiple Listing Services®, and includes any services associated therewith;

“MLS-only listing” refers to the offering of brokerage services where the seller retains the services of a broker or salesperson for listing a residential property on the MLS system, but where no other brokerage services are provided;

“person” includes the Respondent and means any natural person, corporation, association, co-operative (public or private), joint venture, partnership, sole proprietorship, governmental entity, or other legal entity;

“Realtor” means REALTOR®;

“record” has the meaning of the term as defined in subsection 2(1) of the *Competition Act*;

“relating to” or **“relates to”** means, in whole or in part, constituting, containing, concerning, discussing, describing, analysing, identifying, or stating;

“relevant period” or **“for the relevant period”** means from January 1, 2000 to the date of this Order, both dates inclusive;

“residential real estate transaction” refers to any residential real estate transaction, and excludes commercial real estate transactions;

“Respondent” means the Respondent to this Order;

“rule” means a CREA rule, regulation, bylaw, code or standard, including any interpretations thereof;

“seller’s rights reserved” refers to a listing agreement that reserves to the seller the right to sell the residential property without assistance from a broker or salesperson, in which case the listing member is paid a reduced commission or no commission when the residential property is sold; and

“year” means calendar year unless a contrary indication appears.

Instructions - For the purpose of this Order, the following instructions apply:

1. The Respondent, taking into account its responses to questions posed under paragraph 11(1)(c), is required to respond in writing under oath or solemn affirmation delivered to the Commissioner or the Commissioner’s authorized representative and provide the following information:

Records in the possession of Another Person: information sufficient to show what, if any, records responsive to this Order, not currently in the Respondent’s possession or custody, previously were in the Respondent’s possession or custody and are now in the possession or custody of another person, and information sufficient to show to whom the records were provided and when such records were provided to such person.

2. Unless otherwise specified, each of the paragraphs of this Order calls for records and information for each of the years from January 1, 2000. Where information, rather than records, is provided, provide it separately for each year; where yearly data is not yet available, provide data for the calendar year to date. If calendar year information is not available, supply the Respondent’s fiscal year date indicating the twelve-month period covered.

3. Paragraph 11(1)(b) allows for copies of records to be provided as long as they are certified by affidavit as “true copies”.
4. The Respondent should identify the records it produces with a number on each record it produces consecutively, beginning with number 1. The numbers should appear in the lower right hand corner of each page, in a location that does not obscure any information on the record, preferably in a colour other than black. Records responsive to each paragraph or subparagraph of the Order should be placed in a separate folder. The folder should be marked with: 1) the name of the Respondent, 2) the date of the Order, and 3) the paragraph or subparagraph to which the enclosed records are responsive. Where a record is responsive to more than one paragraph or subparagraph, the Respondent must need only produce it once. Such a record should be placed in the enclosure for the first paragraph or subparagraph to which it is responsive. The Respondent should note, in a separate log or otherwise, all paragraphs and subparagraphs to which the record responds.
5. If a portion of any record is responsive to any paragraph or subparagraph, then the entire record must be produced.
6. If a record contains material to which a claim of solicitor-client privilege is being made, the entire record should be produced, with the privileged material redacted and recorded in the manner set forth in paragraph 6, outlined below.
7. For each record or portion thereof withheld under a claim of privilege, the Respondent should submit a sworn or certified statement from the Respondent’s counsel, or a corporate officer, identifying the basis upon which the privilege is claimed, describing the withheld record by author, addressee, date, number of pages, and (in a manner sufficient to identify the nature of the document and to allow verification of the

appropriateness of the said claim for privilege) the subject matter, and listing: 1) the paragraphs, and subparagraphs in this Order to which the record is responsive; 2) each person to whom the withheld material was sent; and 3) each person to whom the withheld material or its contents, or any part thereof, was disclosed. Identify all persons by name, title, and address. The Respondent must preserve any record or part of a record withheld under a claim of privilege.

8. Responsive records that in their original condition were stapled, clipped, or otherwise fastened together should be produced in such form. Records should not be shuffled or otherwise rearranged, but should be produced in the order in which they appear in the Respondent's files.
9. Use of the singular or the plural in this Order should not be deemed a limitation, and the use of the singular should be construed to include, where appropriate, the plural; and vice versa.
10. Use of a verb in the present or past tense in this Order should not be deemed a limitation, and the use of either the present or past tense should be construed to include both the present and past tense.
11. All calendars, appointment books, telephone logs, planners, diaries, and items of a similar nature that are produced in response to this Order should be marked with the name of the person or persons by whom they were used and the dates during which they were used.

12. No variation of this Order is valid or binding on the Commissioner unless confirmed or acknowledged in writing and made part of the record in court, by a duly authorized representative of the Commissioner or the Director of Public Prosecutions.

13. All communications or inquiries regarding this Order should be addressed to:

William J Miller
General Counsel
Competition Law Division
Department of Justice
280 Albert, 10th Floor
Ottawa, Ontario
K1A 0H5
Phone #: (613) 952-4118

14. All returns pursuant to this Order should be addressed to:

Claire Rock
Enforcement Support Officer
Civil Matters Branch
Competition Bureau
50 Victoria Street
Gatineau, Quebec
K1A 0C9
Phone #: (819) 997-2236

Records to be produced by the Respondent pursuant to paragraph 11(1)(b) of the Competition Act

Organizational Background

1. Provide CREA's annual reports and audited financial statements for the relevant period.

2. Provide all CREA's current rules, including regulations, by-laws, codes of ethics and standards of business practices, and other records explaining how Realtors should conduct their business in relation to the MLS.

3. Provide all member boards' current MLS rules and regulations.
4. Provide all MLS licence agreements between CREA and any member board or association for the relevant period.

Rules

5.
 - a) Provide all records for the relevant period relating to the development, adoption, modification, implementation, or interpretation of Rule VIII sections 1, 3, and 4.
 - b) Provide all records for the relevant period relating to consultations, or discussions about consultations, on the development, adoption, modification, implementation, or interpretation of Rule VIII sections 1, 3, and 4, excluding documents dealing only with the logistical aspects of the consultations or the discussions.
6. Provide all records for the relevant period relating to the views of members concerning Rule VIII sections 1, 3, and 4, including proposed amendments, and proposed interpretations.
7.
 - a) Provide all records for the relevant period relating to the application of Rule VIII sections 1, 3, and 4 to actual or hypothetical practices or listings, such as questions from, and responses to, member boards.
 - b) Provide all records for the relevant period relating to advice or recommendations to members on complying with Rule VIII section 1, 3, and 4.
8. Provide all educational materials for the relevant period dealing with the rights and obligations of members with respect to posting listings on MLS databases.

9. Provide all records for the relevant period relating to consideration by CREA of MLS rules pertaining to co-operating members' obligations to listing members or to the public.

MLS

10. Provide all records for the relevant period, including any report, study, analysis, or statistics, relating to the market share of residential real estate transactions held by MLS in Canada and any area therein.
11. Provide all records for the relevant period relating to the proportion of licensed brokers and salespersons of residential real estate in Canada who are Realtors.
12.
 - a) Provide all records for the relevant period, including reports, studies, or assertions, relating to the importance of MLS to the conduct of business in the residential real estate brokerage industry.
 - b) Provide all records for the relevant period relating to any study, analysis, survey, or evaluation of consumer perceptions of MLS.
13. Provide all records for the relevant period relating to listings rejected or revised by CREA or by member boards, for reasons relating to the agency or compensation sharing requirements.
14. Provide all records for the relevant period, including any audit report, analysis, survey, or evaluation relating to the accuracy and quality of information submitted for inclusion in the MLS.

15. Provide all records relating to registering and renewing the MLS trade-marks, including documents supporting the applications for renewal.
16. Provide all records with respect to the implementation and enforcement of the "Three Pillars of MLS" during the relevant period.

Other

17.
 - a) Provide all records for the relevant period relating to CREA discussions and decisions, including those of its Board of Directors, Executive Committee, and any MLS committee, about protecting the MLS trade-marks.
 - b) Provide all records for the relevant period relating to consultations, or discussions about consultations, about protecting the MLS trade-marks, excluding documents dealing only with the logistical aspects of the consultations or the discussions.
18. Provide all records for the relevant period relating to CREA discussions and decisions, including those of its Board of Directors, Executive Committee, and any MLS committee, about alternative business models.
19. Provide all records for the relevant period relating to alternative business models, including any report, study, analysis, survey, or evaluation of their effect on the residential real estate brokerage industry:
 - a) in Canada and any area therein;
 - b) in the United States; and
 - c) elsewhere.

20. Provide all records for the relevant period relating to any study, analysis, survey, or evaluation of alternatives to MLS, mls.ca, or their equivalent outside Canada:
 - a) in Canada and any area therein;
 - b) in the United States; and
 - c) elsewhere.

21. Provide all records for the relevant period relating to any study, analysis, survey, or evaluation of the impact of the Internet on the residential real estate brokerage industry:
 - a) in Canada and any area therein;
 - b) in the United States; and
 - c) elsewhere.

22. Provide all records for the relevant period relating to any study, analysis, survey, or evaluation of prevailing compensation for residential real estate brokerage services, including commission rates, fees, and splits:
 - a) in Canada and any area therein;
 - b) in the United States; and
 - c) elsewhere.

23.
 - a) Provide all records for the relevant period relating to any study, analysis, survey, or evaluation of the operation and administration of listing services in the United States.
 - b) Provide all records for the relevant period relating to differences in the rules which govern the provision of listing services in Canada and the United States arising from having or not having a trade-mark for MLS.

24.
 - a) Provide CREA's annual national surveys of its members for the relevant period.

- b) Provide sufficient reports or other records, excluding individual responses from members, to show the comprehensive results of each annual national survey for the relevant period.

SCHEDULE 2

Written returns of information to be provided by the Respondent pursuant to paragraph 11(1)(c) of the Competition Act.

Organizational Background

1. a) Provide a current organizational chart of CREA, including the names, titles, business phone numbers and a description of the main responsibilities of Officers and Directors.
- b) List all current agents and representatives of CREA, including, but not limited to, consultants and other persons retained by CREA, relating to MLS, and include contact information, as available (excluding those agents and representatives retained solely in connection with tax, human resources, pensions and benefits issues).
2. a) List former CREA Officers and Directors for the relevant period and include current contact information, as available.
- b) List all former agents and representatives of CREA for the relevant period, including, but not limited to, consultants and other persons retained by CREA, relating to MLS and include contact information, as available (excluding those agents and representatives retained solely in connection with tax, human resources, pensions and benefits issues).
3. a) List CREA's current member boards, including, for each Board, the Board's name, and the name and position, address, telephone number, fax number, and e-mail address of a contact person.

- b) List CREA's current member associations, including, for each Association, the Associations's name, and the name and position, address, telephone number, fax number, and e-mail address of a contact person.
4. Provide information on the approximate number of Realtors for each year during the relevant period:
 - a) in Canada; and
 - b) by province and territory.
5. Provide the proportion of licensed brokers and salespeople who are Realtors for each year during the relevant period:
 - a) in Canada; and
 - b) by province and territory.
6. Provide the name of the top ten (10) member boards for each year during the relevant period:
 - a) by the number of MLS listings; and
 - b) by the dollar value of MLS sales.

Other

7. Provide the annual share of residential real estate transactions accounted for by MLS by province and territory, and in Canada, during the relevant period:
 - a) based on residential properties listed; and
 - b) based on residential properties sold.

If not otherwise available, estimate the proportion and explain the basis of the estimation.

8. Provide monthly and annual share of sales of residential properties listed on MLS that was comprised of sales in which a co-operating member was involved in the selling of the listed residential property, by province and territory, and in Canada, during the relevant period.

If not otherwise available, estimate the proportion and explain the basis of the estimation.

9.
 - a) Provide the monthly and annual number of new MLS listings by member board, by province and territory, and in Canada, during the relevant period.
 - b) Provide the monthly and annual dollar value of new MLS listings by member board, by province and territory, and in Canada, during the relevant period.
10.
 - a) Provide the monthly and annual number of sales of residential properties listed on the MLS by member board, by province and territory, and in Canada, during the relevant period.
 - b) Provide the monthly and annual dollar value of sales of residential properties listed on the MLS by member board, by province and territory, and in Canada, during the relevant period.
11.
 - a) Provide the annual number of seller's rights reserved listings posted to MLS by member board, by province and territory, and in Canada, during the relevant period.
 - b) Provide the annual dollar value of seller's rights reserved listings posted to MLS by member board, by province and territory, and in Canada, during the relevant period.

Where only available for particular areas, provide the seller's rights reserved and total sales of residential properties listed on the MLS for those areas.

12. Provide the annual number of visits or "hits" to the mls.ca web site by province and territory, and in Canada, during the relevant period.

13.
 - a) When a Realtor uses the MLS trade-marks, what specific services must the Realtor provide in order to ensure that the Realtor does not breach any of CREA's rules?

 - b) With respect to each of the following services, is a Realtor who uses the MLS trade-marks required to provide this service, and if so, why:
 - 1) research and advice regarding an appropriate asking price;
 - 2) viewing the property;
 - 3) taking additional steps to ensure the accuracy of the listing information;
 - 4) preparing the listing agreement and appropriate disclosure documents;
 - 5) determining and offering the compensation sharing to co-operating members;
 - 6) posting the listing to the MLS;
 - 7) additional advertising such as newspapers, eBay, flyers and open houses;
 - 8) appointment coordination for the seller;
 - 9) receiving and presenting all offers and counteroffers to the seller;
 - 10) providing professional advice and counsel to the seller on offers and counteroffers;
 - 11) closing services for the seller, including coordination of the parties' solicitors;
 - 12) payment to the co-operating member;
 - 13) market research for a potential buyer;

- 14) appointment coordination for a potential buyer;
 - 15) negotiating advice for a potential buyer; and
 - 16) closing services for the buyer.
- c) For each service listed in question 13(b), above, which a Realtor who uses the MLS trade-marks is required to provide, state the CREA rule which requires the Realtor to provide that service.
- d) What are the minimum services which a Realtor who uses the MLS trade-mark is required to provide in order to comply with CREA's rules?
- e) What does a "reasonable level of professional involvement", as referred to in CREA's Dispatch 2007-01, dated January 25, 2007, mean? Does it contemplate "reasonable" (i.e., less than 100%) compliance with CREA's rules, or some other standard of compliance? If so, provide details of that standard.
14. Do the rules that apply to listing members also apply to co-operating members? Which, if any, of the 16 different services listed in question 13(b), above, must be provided by co-operating members who use the MLS trade-marks? Which other services must be provided by co-operating members who use the MLS trade-marks, in order to avoid breaching any of CREA's rules?
15. What services do CREA's rules require co-operating brokers to provide in order to receive the co-operating commission offered in an MLS listing?

16. Has CREA considered the enactment of MLS rules pertaining to the obligations owed by co-operating members to listing members or to the public? If so, provide details.

17.
 - a) If available, provide information to show what, if any, records responsive to this Order, not currently in the Respondent's possession or control, are in the possession or control of another person.
 - b) If available, provide name and address of the person who currently has possession or control of the records.
 - c) If available, indicate when the records were provided to the person who currently has possession or control of the records.

THE COMPETITION TRIBUNAL

THE COMMISSIONER OF COMPETITION

Applicant

AND

THE TORONTO REAL ESTATE BOARD

Respondent

**SUPPLEMENTARY AFFIDAVIT OF GARY SIMONSEN
(Application for Leave to Intervene by CREA)**

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