

MLS® Rules Simplified

Discover what you need to know about key TRREB MLS® Rules pertaining to your listings. Below, you can find out how to ensure compliance is being met through the breakdown of requirements on mandatory fields, signing amendments, published information and more.

Incorrect Classification of MLS® Listings

Please be reminded that all MLS® Listings and accompanying documentation must accurately classify the property listed on TRREB's MLS® System. Failure to do so may render the subject MLS® Listing invalid and will be deemed a violation of TRREB MLS® Rules R-301, R-302, and R-360 (see below).

Despite the resources available, including MPAC propertyline™, several MLS® Listings have classified residential condominiums as freehold or have classified a rowhouse as a semi-detached. This conduct may also result in a violation of TRREB MLS® Rule R-304 (see below) for failing to complete the maintenance fee field.

Pursuing this practice may result in a Member receiving notice of a Professional Standards Complaint. Of note, complaints concerning incorrectly classified MLS® Listings have been levied fines as high as \$5,000.00 at Professional Standards Hearings.

We appreciate the membership's observance of TRREB MLS® Rules R-301, R-302, R-304 and R-360.

Unsure of How to Identify the Property Type, Code & Description on MPAC Propertyline™?

TRREB offers *Intro to MPAC Public Records Residential* and *Intro to MPAC Public Record Commercial* webinars. For more information, please see the Professional Development tab at torontomls.net for more information.

R-301 – *The Listing Brokerage is responsible for the accuracy of all information submitted by the Listing Brokerage to TRREB's MLS® System. TRREB is not obligated to or responsible for reviewing the accuracy or propriety of any MLS® Data Information Form, MLS® Listing Agreement or Document Attachments. It is the Listing Brokerage's responsibility to verify the accuracy of the photograph, information and documentation and to correct any inaccuracy or notify TRREB of any inaccuracy immediately of same as may be necessary in the circumstances.*

R-302 – *By submitting a MLS® Listing to TRREB's MLS® System, the Listing Brokerage represents and warrants to TRREB and to all Members that a valid, complete and accurate MLS® Listing Agreement and Document Attachments that comply with the applicable requirements of the MLS® Rules and Policies is in effect between the Seller and the Listing Brokerage. The submission of a listing to TRREB's MLS® System that otherwise complies with the MLS® Rules and Policies shall not affect the Listing Brokerage's ownership rights in the Listing Brokerage's MLS® Listing*

Agreement and Document Attachments with the Seller including the Listing Brokerage's right to market the property in accordance with the MLS Listing Agreement and Document Attachments.

R-360 – *MLS® Listings on TRREB's MLS® System shall contain all information necessary for preparing an Offer for Sale, Lease or Sub-Lease.*

R-304 – *(a) No Member shall submit a MLS® Listing to TRREB's MLS® System that contravenes the TRREB MLS® Rules or Policies and/or the TRREB By-Law. TRREB may, in its sole discretion, deem any such MLS® Listing to be invalid and either remove it from TRREB's MLS® System or refuse to publish such MLS® Listing.*

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

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

*Each matter is decided on its own merits with fines or other sanctions levied in accordance with Section 17 of Schedule "D" of TRREB's By-Law. Therefore, fines levied, if any, may be more or less than \$5,000.00.

Changes to MLS® Listings Must Be Supported by Signed Amendments

Please be reminded that the TRREB MLS® System's "Today's Listings" feature is intended to highlight new listings or those with material updates made to the pertinent information in the listing, such as listing price.

In accordance with TRREB MLS® Rule R-302 (see below), any change to an MLS® Listing must be supported by a completed amendment to that listing and any changes to an MLS® Listing that is not supported by an amendment is considered "immaterial." Immaterial changes are those that would not have any relevance to the pertinent information displayed in an existing listing. Examples of immaterial changes would be the addition of a period, comma or space.

The practice of making immaterial changes to a listing so that it reappears in the "Today's Daily" feature may be viewed as an attempt to "circumvent TRREB's MLS® System," and therefore a violation of TRREB MLS® Rule R-108 (see below). Pursuing this practice may result in a Member receiving notice of a Professional Standards Complaint. Notably, complaints concerning the practice of making almost daily immaterial changes has resulted in fines levied at Professional Hearings as high as \$5,000.00.

We appreciate the membership's observance of TRREB MLS® Rules R-302 and R-108.

R-302 – *By submitting a MLS® Listing to TRREB's MLS® System, the Listing Brokerage represents and warrants to TRREB and to all Members that a valid, complete and accurate MLS® Listing Agreement and Document Attachments that comply with the applicable requirements of the MLS® Rules and Policies is in effect between the Seller and the Listing Brokerage. The submission of a listing to TRREB's MLS® System that otherwise complies with the MLS® Rules and Policies shall*

not affect the Listing Brokerage's ownership rights in the Listing Brokerage's MLS® Listing Agreement and Document Attachments with the Seller including the Listing Brokerage's right to market the property in accordance with the MLS® Listing Agreement and Document Attachments.

R-108 – *All Members shall abide by the RECO Rules, the CREA Rules, the MLS® Rules and Policies, and by all applicable laws and regulatory requirements. No Member shall act in a manner so as to attempt to deliberately avoid or circumvent TRREB's MLS® System, the RECO Rules, the CREA Rules or these MLS® Rules and Policies, or any applicable laws or regulatory requirements.*

*Each matter is decided on its own merits with fines or other sanctions levied in accordance with Section 17 of Schedule "D" of TRREB's By-Law. Therefore, fines levied, if any, may be more or less than \$5,000.00.

MLS® Rule R-105 – Unrelated Information in Listings

This memorandum serves as a reminder to Members of the requirements under MLS® Rule R-105. It should be noted, the application of the Rule is the same for residential and commercial listings.

According to the Rule, "Information published on TRREB's MLS® System shall relate directly to the listed real estate and the MLS® Listing Agreement..."

R-105 - *Information published on TRREB's MLS® System shall relate directly to the listed real estate and the MLS® Listing Agreement, and accordingly shall not include any information that promotes goods and services, provided that the Brokerage Remarks field may include the name, address, telephone and/or facsimile number and/or e-mail address (but not a link to that e-mail address) of Member(s) to be contacted for more information concerning the property.*

What does this mean? In simple terms, Members are permitted to promote the terms/features of a property that correspond with its associated MLS® Listing Agreement and MLS® Data Information Form.

Therefore, references made to other properties or goods would be deemed impermissible as they are unrelated to the listed real estate. Examples of language that could be flagged as a breach of the Rule are as follows:

"adjacent lot available"

"must be purchased with ## anywhere street"

"property can also be leased/sold furnished [at a different price]"

"additional space available between xx-xx sq ft"

"additional parking spot available for [price]"

In essence, if an MLS® Listing Agreement is for "x" amount of dollars, the addition of furniture, square footage, plots of land, building structures, parking spots, etc., would alter the

terms/price of the MLS® Listing Agreement, and therefore cannot be considered as being directly related to the listed real estate.

Further to the above, any invitation displayed on the public-facing fields (Client Remarks or Extras) to contact the Listing Salesperson/Brokerage directly or to access other products is not permitted for the reason that such requests are deemed to be a promotion of services. Examples of language that could be flagged under this context are as follows:

“call Listing Salesperson/Brokerage for more information”

“contact Listing Salesperson at [phone number/email]”

“please visit www.website.com for more information” (directing the reader to a site featuring the Brokerage, Salesperson, developer, alternative properties, etc.)

“please call...”

Members who engage in conduct as described above may be found in violation of the Rule and incur a financial penalty. The goal of this memorandum is to minimize the volume of infractions cited under the Rule and by extension, mitigate the imposition of sanctions. Your continued support in maintaining the integrity of the TRREB MLS® System and fair cooperation among Members is appreciated.

Best Practices: A Parcel of Tied Land (POTL)

Selling a property that features a Parcel of Tied Land (POTL) can impact a real estate transaction for the buyer, seller and the REALTORS. involved.

As a TRREB Member, whether you are representing a seller or a buyer, you must familiarize yourself and engage in best practices by :

- Informing your prospective buyer about a POTL and what they entail;
- Using Form 111; and
- Disclosing the POTL and the monthly fee within the associated mandatory fields on TRREB's MLS® System.

Read on to learn what a POTL is, how you can retrieve information about a POTL to share with your clients and also how to reflect a POTL on TRREB's MLS. System.

WHAT IS A PARCEL OF TIED LAND (POTL)?

A Parcel of Tied Land (POTL) is a freehold property with a common element that is registered under the *Condominium Act*.

Examples of features that could be included in a common elements condominium are:

- Parking areas
- Roadways
- Sidewalks
- Parks

- Playgrounds
- Trails
- Community centres
- Garbage and Snow removal, Lawn care

An example of a POTL is a single family, detached dwelling with a roadway (common element).

WHAT IS THE DIFFERENCE BETWEEN A STANDARD CONDOMINIUM CORPORATION AND A COMMON ELEMENTS CONDOMINIUM CORPORATION?

If your buyer wishes to purchase a unit in a standard condominium corporation, they will be required to pay a common element fee for the maintenance of hallways, elevators, etc.

Whereas, a common elements condominium corporation consists of common elements like roads or parks that are considered a parcel of tied land permanently attached to the property.

This type of corporation requires owners to fund their maintenance and repair of these common elements through monthly POTL fees.

HOW DO YOU KNOW IF THERE IS A POTL ATTACHED TO THE PROPERTY?

You can refer to the legal description easily through [Public Records](#) and discover if a POTL is attached to the property.

The legal description will identify the common element and the Condominium Corporation Number.

See below to familiarize yourself with how a legal description that contains a POTL will appear:

Part of Lot 12, Plan 69, T/W an undivided common interest in Rainy River, Common Elements Condominium Corporation No. 1970.

WHY SHOULD YOU OBTAIN A STATUS CERTIFICATE FOR YOUR CLIENTS?

A Status Certificate should also be obtained for your prospective buyers.

The Status Certificate will provide critical information surrounding the POTL, including the common element fee that the homeowner will be required to pay.

This also means each POTL is unique and the monthly fee can vary.

TRREB Members can access Status Certificates from any one of three property management service providers through the Condo Corner under Maps and Tools on Stratus, or by [clicking here](#).

HOW CAN A POTL AFFECT YOUR CLIENT?

As a Salesperson, you must inform your clients of their responsibility for sharing the expenses related to the operation and maintenance of common elements.

To ensure you engage in best practices, consider disclosing that the property cannot be sold separately from the common element as described in the Status Certificate.

WHAT FORM SHOULD YOU USE?

As a Salesperson you must use [Form 111](#) Agreement of Purchase and Sale – POTL, if there is a POTL attached to the property.

Form 111 requires information about the POTL, including the legal name of the Condominium Corporation and the monthly common element fee as described in Clause No. 28.

WHERE SHOULD THE POTL BE REFLECTED IN YOUR LISTING?

If you are a Listing Salesperson and have a listing with a POTL, you must select “yes” in the drop-down field and include the monthly POTL fee in the mandatory “POTL MONTHLY FEES*” field on the MLS® Data Information Form. This field can be found in the Exterior section of the Data Form under “Type”.

POTL MONTHLY FEES*

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***Mandatory if POTL**

The Client Remarks field is viewable by consumers who search GTA listings on [TRREB.ca](#) and [REALTOR.ca](#). Mentioning the condominium component in this field ensures the consumer will be aware of the common element.

If the property you are listing has a POTL and you do not fill in the mandatory POTL monthly fee field, your Listing Brokerage may be subject to Professional Standards for review.

To engage in best practices, you may also find it helpful to review the below MLS® Rule:

R-301

The Listing Brokerage is responsible for the accuracy of all information submitted by the Listing Brokerage to TRREB's MLS® System. TRREB is not obligated to or responsible for reviewing the accuracy or propriety of any MLS® Data Information Form, MLS® Listing Agreement or Document Attachments. It is the Listing Brokerage's responsibility to verify the accuracy of the photograph, information and documentation and to correct any inaccuracy or notify TRREB of any inaccuracy immediately of same as may be necessary in the circumstances.

Lastly, to be fair to all consumers (buyers and sellers), a property with a POTL should be advertised as freehold with a condominium component.

Deleting Photos and Information from MLS® System Listings

On September 27, 2019, the membership was reminded that the removal of listing information from active listings which thereafter expire, terminate or are marked sold, will be deemed a violation of MLS® Rule R-108 (see below).

The Board of Directors have further decided that Listing Brokerages who remove listing information shall be required to restore the listing content at the Board's discretion and that a \$250.00 listing restoration administrative fee will be issued to the Listing Brokerage, per MLS® System number, alongside notice of a Professional Standards Complaint.

We appreciate the membership's observance of MLS® Rule R-108.

R-108 – All Members shall abide by the RECO Rules, the CREA Rules, the MLS® Rules and Policies, and by all applicable laws and regulatory requirements. No Member shall act in a manner so as to attempt to deliberately avoid or circumvent TRREB's MLS® System, the RECO Rules, the CREA Rules or these MLS® Rules and Policies, or any applicable laws or regulatory requirements.

[FAQ on Deleting Photos & Info from the MLS® System](#)