# ITSO MLS® POLICIES

Approved: November 20, 2019
Amended: March 10, 2020
Amended: June 26, 2020
Amended: June 23, 2021
Amended: May 25, 2022
Amended: March 22, 2023
Amended: January 2, 2025
Amended: June 24, 2025
Amended: January 2, 2026
Amended: July 1, 2026
Amended: October 1, 2026

## TABLE OF CONTENTS

PREAMBLE ..... 3
1. ENTERING LISTINGS INTO THE ITSO MLS® SYSTEM ..... 3
2. LISTING CONTENT ..... 4
3. INTERBOARD LISTINGS ..... 7
4. CANCELLED OR SUSPENDED LISTINGS ..... 8
5. REPORTING OF TRADES ..... 8
6. DELETING INFORMATION AND EDITING AFTER A TRADE OR CANCELLATION ..... 8
7. VOWS ..... 9
8. ERROR REPORTS AND AUDIT PROCEDURES ..... 10
10. SUBSCRIBERS ..... 10
11. FINES AND PENALTIES ..... 10

# PREAMBLE

The MLS® Policies are reflective of the practices and procedures adopted and followed by all Member Associations participating in ITSO. These Policies are intended to ensure a high standard of practice and the highest possible level of accuracy of information within the ITSO database.

All users of the ITSO MLS® System shall abide by ITSO MLS® Rules and Policies and shall not attempt to deliberately avoid or circumvent these Rules and Policies.

It is understood that:

- The Policies are intended to assist Staff of Member Associations in understanding the processes to be followed in the administration and operation of the ITSO MLS® System
- All listings, whether from member of Member Associations or interboard listings are to be treated in the same manner and will be held to the same standards set out in the ITSO MLS® Rules

# 1. ENTERING LISTINGS INTO THE ITSO MLS® SYSTEM

1.1. Properties co-listed with REALTORS® that do not belong to an ITSO Member Association will not breach Rule 2.01 provided that the co-listing REALTOR® is a member in good standing with a board/association in Ontario.

1.2. OREA Standard Forms, ITSO's forms, or other forms authorized by the ITSO Board of Directors are permitted in compliance with Rule 2.02.

1.3. Rule 2.07 requires all properties that are Traded separately to be listed individually. A property that has multiple Real Estate Components can be the subject of one listing or the Real Estate Components can be listed separately in compliance with this Rule. For example, three timeshares in one property can be shown as a single listing or three separate listings.

1.4. Even though a single property may be the subject of more than one type of listing pursuant to Rule 2.08, a property may only appear on the MLS® System once for each listing type at any given time (i.e., there could be a commercial listing and a residential listing but not two residential listings). The most immediate duplicate listing will be immediately deleted.

a. Where a listing has multiple property types the additional listings are subject to the Member Association's fee schedule.

b. Reference shall be made in the Alternate MLS®# field if there is another listing in the ITSO MLS® System for a different property type, or if a property is the subject of both a listing for lease and for sale.

c. All duplicate listings must be reported sold and excluded from stats including member rankings with the exception of the primary listing.

d. It will not be considered a breach of Rule 2.08 if a second listing of the same type is taken for a property marked as Pending where the Trade is not going to close (e.g., conditions could not be waived) and the Listing Brokerage wants to mitigate damages to their Seller by relisting the property before the scheduled closing date or before a mutual release is executed.

e. A property may be the subject of two listings of the same type if the property is under power of sale and both the lender and the Seller have a right to sell the property at the same time.

1.5. Source Board

a. When a listing is entered into the MLS® System it is attached to the Member Association that the Listing Brokerage, Broker, or Salesperson belongs to at that time. If the Listing Brokerage, Broker, or Salesperson terminates membership in that Member Association and joins another ITSO Member Association while a listing is active, the listing brokerage must provide proof of assignment to their originating Member Association staff to change to Source Board.

b. The name of the Member Association will not be changed if the Listing Brokerage, Broker, or Salesperson terminates membership in that Member Association and joins another ITSO Member Association after a listing is pending or closed.

1.6. Dual Association Members

a. It is a requirement of Rule 2.04 that listings be entered into the MLS® System by no later than 11:59p.m. the next Business Day following commencement of the Listing Agreement. For clarification, this rule requires that all Association members enter the listing into ITSO's MLS® System within this timeframe, whether or not the Association member has entered the listing into an alternate MLS® System.

# 2. LISTING CONTENT

2.1. To comply with the interpretations to the 3 pillars of the MLS® Mark set out in Rule 2.06(b) and with the requirements of Rule 2.11, listing Content must be complete and accurate. This means:

a. Location:
   i) Listings can be posted only to the geographical area in which the property is located (i.e., city, region, municipality, neighbourhood etc. must be correct).
   ii) Out of province listings are not permitted.

b. Address:
   i) The address field must contain a municipal street name, private road name, or island name, as found in the Street/Island Name Dictionary. Any street names or island names that are missing from the street name table must be reported to ITSO for addition to the table.
   ii) Rural Route is not an acceptable address.
   iii) The Street Number field should contain the house number, fire number, lot number or block number in that order as applicable.
   iv) Properties that have no postal code (e.g. water access only properties with no mail delivery) should enter Z1Z 1Z1 as the postal code.

c. The Directions field must contain actual directions to the property for new build properties. Directions are optional for all other properties, but recommended if online navigation tools do not take users to the correct location.

d. Room level, measurements, and number of elements:
   i) Only imperial measurement units are permitted.

ii) The level the bedroom is located on in the main building are required.
iii) The level the room is located on and measurements are not required for bedrooms or bathrooms in auxiliary buildings.
iv) The number of pieces and level are required when indicating a bathroom in the main building:
- Full Bath means 3 or more elements (i.e., Toilet, Sink, Bathtub or Shower Head).
- Half Bath means 2 or less elements (e.g., Toilet and Sink).

v) Only the number of bathrooms is required for bathrooms in auxiliary buildings.
vi) Measurements are mandatory if the following rooms are selected when listing a residential house for sale or lease or a farm with house for sale or lease: bedroom, primary bedroom, den, dining room, kitchen/dinning room, kitchen/living room, kitchen, family room, library, living room, great room, loft, media room, recreation room, office, game room, and sitting room.
vi) Where room measurements are required a measurement of zero by zero is not permitted except for measurements for bathrooms

e. Taxes, assessment and condo fees must be the most current information (i.e., the current tax information might be from 2024 if the listing was taken in 2025). If the property is new and has not been assessed or the condo fees have not been set then the amount should be entered as $0.

f. Proper zoning information must be provided. A zone of 'residential' or 'commercial' without additional information is not permitted. Indicating 'Agricultural' for zoning is acceptable if that is the zoning code set by the municipality/township.

g. NONMEM ID
i) When entering a listing in the MLS® System using NONMEM, the system will require brokerage name, salesperson name, phone number, email and home association.
ii) NONMEM will only be used when reporting Trades for REALTORS® that do not belong to associations receiving MLS® services from ITSO and are not subscribers to the ITSO MLS® System. Self Represented Party is to be used as the designation for private Trades and is the only information to be recorded.

h. Available for showings or Offers:
i) It will not be a breach of Rule 2.11(d) if the reason a property is not available for showings is the property is condemned or the building itself is unsafe to view (e.g., mould in the property).
- If a Member Association is allowing such a listing on the MLS® System, then the reason why it cannot be shown must be disclosed in the showing remarks section.
- A Member Association may require documentation to prove the building is unsafe, e.g., a city condemnation notice or engineer's report regarding structural integrity; a bank selling a property under power of sale is not sufficient proof in itself that a building is unsafe.

ii) It will not be a breach of Rule 2.11(d) if there are only certain times the property can be shown, such as where a tenant is occupying the property and request all showings to be on certain dates or times or where a builder model is only available to be seen at certain times, but the rationale for any showing restrictions shall be disclosed.
iii) If a listing is not available for showings or the presentation of Offers because an Offer was accepted after the Listing Agreement commenced but before the listing was published in the MLS® System, then the listing is not acceptable and will be deleted by Association staff.

i. Disclaimers of responsibility:
i) It will not be a breach of Rule 2.11(g) or (h) if a listing contains statements like the following:
- This property is being sold in an "as is" condition.
- All measurements are approximate.
- No representations or warranties are made of any kind by the Seller.

- All information displayed is believed to be accurate.
- Power of Sale or Estate sale and Rental equipment is unknown.
- Nothing in the listing should be relied on as a substitute for legal, accounting, or engineering advice.

ii) It will be a breach of Rule 2.11(g) or (h) if a listing contains statements like the following:

- Buyer to verify all measurements.
- Buyer to do due diligence on lot size, zoning and bylaw requirements.
- No representations or warranties are made of any kind by the Listing Brokerage in regards to this property.

j. List Price and Deposit

i) A list price of $1 is not acceptable for residential properties for sale with the exception of residential land.

ii) If a property is being auctioned the list price must be the reserve price that the Seller is willing to accept and the fact that the property is being auctioned must be noted in the appropriate remarks section of the listing.

iii) The Deposit can be any monetary value.

k. New Builds

i) If an MLS® listing is for a new build when it is entered into the MLS® System the details for that property (i.e., number of bedrooms, bathrooms, and square footage etc.) must match the house that is actually sold when the trade is reported. If a buyer has negotiated changes to what was in the original MLS® listing the listing must be amended to reflect those details prior to reporting the trade.

ii) The approximate age of a property should be 'new' if it is not yet built or if the building is only partially completed at the start of the listing agreement.

iii) The approximate age of a property should be a range that reflects how many years the property has been completed for, even if the title has not yet transferred from the builder.

iv) References to the Builder in Public Remarks for new builds is not permitted as the Builder name could be considered advertising the seller's name in violation of Rule 2.17(c). The Builder name may be added to the Builder Name field.

v) Condominium lease listings may use the PIN from the parent property and 222222222222222 as the ARN if interim occupancy of the condominium unit has occurred but the condominium has not yet been registered, individual PINs have not been assigned to the condominium units, and title has not transferred from the builder.

l. Commercial Listing Images

It will not be a breach of Rule 2.15(d) if the listing is for a commercial property that:

i) Will be renovated prior to closing and the following conditions are met:

- The list price must be accurate with respect to the virtually altered images;
- The Listing must contain Images showing the current state of the property;
- The Listing must include public remarks explaining that the property will be renovated similar to what is show in the Images prior to closing; and
- The Images must be labeled as virtual renderings.

ii) Is for land that has been approved for development and the following conditions are met:

- The Listing must contain Images showing the current state of the property;
- The Listing must include public remarks explaining that what is being sold is the development opportunity; and
- The Images must be labeled as virtual renderings.

2.2. Multimedia URLs and QR codes that do not comply with Rule 2.16 will be removed from listings including, but not limited to:

a. Where the URL contains information that is not Property Specific Information or information related to the surrounding amenities;

b. Where the URL contains or re-directs consumers to private Trade information;

c. Where the URL contains Seller contact information;

d. Where the URL re-directs consumers to a third-party site unless that URL is in the alternative feature sheet URL; or

e. Where the URL is in an incorrect field.

2.3. Virtual Tours must be entered correctly into the branded or unbranded field. A virtual tour that is entered as an unbranded tour will be removed if a Member Association finds that it contains any branding.

a. The name of the listing REALTOR® and/or brokerage will be considered branding if it appears anywhere on the webpage where the tour is located or is mentioned in the soundtrack to the tour (e.g., in the URL or as the name of the person or company that uploaded a YouTube video).

b. The name of the company that creates the virtual tour will not be considered branding (e.g., iGuide, Matterport, etc.).

2.4. Images

a. Watermarks from photographers and Brokerages/Salespeople/team are considered marketing and are not allowed to be added to Images. Member Association watermarks and watermarks identifying virtually staged images are not considered marketing and are permissible.

b. Images that do not contain Property Specific Information, immediate surroundings, or surrounding amenities that are labeled as such as required by Rule 2.15 will be removed from the system by Member Association staff.

2.5. Public remarks

a. Any remarks that refer to REALTOR.ca are not acceptable as REALTOR.ca is a URL, which is prohibited under Rule 2.17(c).

b. Public remarks may include hashtags provided the hashtag is text only, not linking to another website, and the remarks otherwise comply with the MLS® Rules (e.g., #WaterfrontLiving would be acceptable whereas #AwesomeAgentJoeListing would not be.

2.6. If a personal interest disclosure will be noted in a listing, it shall be located in the Private Remarks field.

# 3. INTERBOARD LISTINGS

3.1. Interboard listings may be submitted to any Member Association for processing.

3.2. Member Associations that process interboard listings are responsible for the collection of all fees and are required to submit the ITSO portion of that fee to ITSO.

3.3. Notwithstanding section 3.2, Member Associations may choose not to charge any fee for processing interboard listings located anywhere within Ontario. In that circumstance, the Member Association is not required to submit any fees to ITSO for interboard listings.

3.4. Any Member Association that processes an interboard listing must ensure the listing complies with the MLS® Rules.

3.5. Users may post any interboarded listing MLS® number to the interboard MLS® number field(s).

## 4. CANCELLED OR SUSPENDED LISTINGS

4.1. Where a listing is being suspended, a Suspension of Listing Agreement must be used and the reactivation date must be indicated. In the event the reactivation date changes after the suspension has been entered into the system, an Amendment to Listing Agreement form or an amended Suspension of Listing Agreement form must be used to reactivate the listing.

4.2. If a listing is going from MLS® listing to exclusive, the listing must be cancelled in the MLS® System and proof of the cancellation must be provided to the Member Association. The Listing Brokerage can choose to do this by cancelling their listing agreement with their client and executing a new agreement for an exclusive listing, or by amending the existing listing agreement.

4.3. If a Power of Sale listing is redeemed by the Seller, that listing must be removed from the MLS® System by using a Cancellation of Listing Agreement form.

## 5. REPORTING OF TRADES

5.1. “Conditional Trade date” must be the Confirmation of Acceptance date from the Agreement of Purchase and Sale or any amendment thereto.

5.2. “Trade price” must be the actual price from the Agreement of Purchase and Sale or any amendment thereto.

5.3. Commercial Trades (including Multi-Residential, Commercial For Sale, Commercial Lease, Business, Commercial Farm, Commercial Land) have the option to suppress the Trade price until 5 business days after the completion date. Residential Sale, Residential Lease, and Hobby Farms are not able to supress the Trade price.

5.4. Trades may be reported on listings that have expired or are cancelled within 60 days or the holdover period of the listing, whichever is greater. Any listing that has expired or been cancelled for more than 60 days or during the holdover period will not be reported on the MLS® System as a Trade.

5.5. The Trade price reported for properties for sale or lease must be the same corresponding format as the original list price or lease price for a property for lease (e.g., monthly, square foot, acres, etc.).

## 6. DELETING INFORMATION AND EDITING AFTER A TRADE OR CANCELLATION

6.1. Deleting Images, measurements, schedules, plans/surveys, and descriptions of properties would decrease the value of the MLS® Content and would amount to a breach of Rule 8.15.

6.2. Deleting multimedia URLs will not be considered to decrease the value of the MLS® Content for the purposes of Rule 8.15 if those URLs are no longer functioning (e.g., where links to virtual tours are deactivated after a certain amount of time) or if the information in the URL is repeated elsewhere in the listing (e.g., deleting the branded virtual tour but not the unbranded tour).

6.3. Any attempt to avoid or circumvent Rule 8.15 will be treated as a violation (e.g., cancelling the listing so that all the Content is removed from the MLS® System instead of letting the listing expire or updating the status to pending).

6.4. Only Member Association staff can edit or delete MLS® Content after a listing has been reported pending, cancelled, or expired.

6.5 Member Association staff will remove the sale price of a property that was pending but does not close unless instructed otherwise by the listing brokerage. The status change will remain part of the property history when the listing is changed from pending to active, cancelled, or expired as applicable.

# 7. VOWS

7.1. Brokerages can choose whether or not they want to provide a VOW or enable the Salespeople and Brokers working in their office to provide a VOW to consumers.

7.2. All MLS® Listings on the ITSO MLS® System will be included in the VOW feed regardless of whether or not the Brokerage or anyone in their office is operating a VOW unless a Seller Opt Out form has been completed for a particular listing. If a Seller Opt out form has been completed the opted out information will not be included in the VOW feed effective upon the Member Association being notified and will not be added into the VOW feed once the sale is pending.

7.3. A VOW feed will include:

a. All Active and Pending listings except listings where the Seller has opted out of advertising on the Internet;
b. Two years of sold prices, Expired, Cancelled and Suspended listings;
c. Pending status and pending sale price where conditions have been satisfied or waived;
d. Pending status only, no sale price, if there are conditions that have not been satisfied or waived;
e. Buyer agency compensation remarks;
g. Offer remarks; and
h. Public remarks.

7.4. A VOW feed will not include:

a. Pending sale price if there are conditions that have not been satisfied or waived;
b. Seller's name;
c. Private Remarks;
d. Showing remarks;
e. Access or security information;
f. Mortgage information; or
g. Personal Information of the Seller or residents of the property.

# 8. ERROR REPORTS AND AUDIT PROCEDURES

8.1. Member Associations are required to address all error reports submitted to them and enforce the MLS® Rules pursuant to this policy.

8.2. All error reports submitted to a Member Association shall be treated as confidential and the name of the person submitting the report shall not be disclosed when addressing the error.

8.3. All Member Associations are required to randomly audit at least 1 in every 20 listings and amendments.

8.4. The Listing Brokerage or Listing Salesperson for a listing that is being audited must provide all documentation related to the listing within 24 hours of the request.

# 10. SUBSCRIBERS

10.1. Member Associations may process Authorized Users applications and Administrator and Assistant applications using the forms provided by ITSO.

10.2. Member Associations that process Authorized Users applications and/or Administrator and Assistant applications are responsible for the collection of all fees and are required to submit the fees payable to ITSO.

10.3. Member Associations may allow multiple Brokerages to share an administrative assistant's services but the administrative assistant must complete an Administrator and Assistant application form for each Brokerage they work for and be issued separate credentials for each Brokerage.

# 11. FINES AND PENALTIES

11.1. Any breach of a Basic MLS® Rule is subject to an administrative penalty. The Basic MLS® Rules are:

2.04 - Input listing by 11:59pm next business day
2.05(c) - Must offer compensation of more than 0
2.06(b) - Accuracy of information
2.06(d) - Seller contact information cannot appear in public remarks
2.08 - Properties with multiple MLS® Listings
2.11 - Unacceptable listings
2.13 - Content to only appear in designated fields
2.14 - Multimedia URLs
2.15 - Images
2.16 to 2.21 - Remarks
2.23 - Processing amendments
2.25 - New expiry date
2.27 – Cancelling second MLS® listing
3.02 - Cancelling appointments
5.01 - Reporting trades
5.02 - Removal of conditions
5.03 - Expiry Date and escape clauses on conditions
5.04 - Trade information
8.15(b) - Deleting listing Content

10.03 - Delivering copies of information upon request from Association

11.2. Any non-compliance with this Policy is subject to an administrative penalty (e.g., failure to provide documentation related to a listing during an audit within 24 hours).

11.3. In the event that Member Association staff are required to delete from the system any listing entered in error by a User (e.g., an exclusive listing, a Trade reported under the wrong MLS® listing number, etc.) the User may be subject to an administrative penalty.

11.4. Administrative penalties are to be issued in no less than the following amounts according to Member Association policy:
   a. $100 for the fourth offence; and
   b. $200 for the fifth offence; and
   c. $300 for a sixth offence.

11.5. Notwithstanding section 11.1, Member Associations may give listing REALTORS® warnings for breaches of any of the following Basic MLS® Rules:
   2.04 - Input listing by 11:59pm next business day
   2.05(c) - Must offer compensation of more than 0
   2.06(b) - Accuracy of information
   2.06(d) - Seller contact information cannot appear in public remarks
   2.08 – Properties with multiple MLS® Listings
   2.11 - Unacceptable listings
   2.13 - Content to only appear in designated fields
   2.14 - Multimedia URLs
   2.15 - Images
   2.16 to 2.21 – Remarks
   2.27 – Cancelling second MLS® listing
   If the breach can be corrected but is not remedied then the Member Association shall suspend the listing until it is remedied or issue an administrative penalty pursuant to MLS® Policies section 11.4.

11.6. Upon a seventh offense, whether administrative penalties have been issued or listings were suspended, the matter shall be referred to ITSO's Professional Standards Committee.

11.7 Administrative penalties will be invoiced to the brokerage. If a breach of these Rules results in an Incident Report being filed under the PSC Policy then the individual User will be the Respondent named in the Incident Report and subject to any penalties that are applied, not their Brokerage or Broker Owner/Broker of Record.

11.8. In addition to the administrative penalties set out in this Policy an MLS® listing may be suspended by Member Association staff until compliance with the MLS® Rules and Policy is verified.

11.9. Any Content that does not comply with the MLS® Rules or this Policy may be removed by Member Association staff.

11.10. Non-compliance with MLS® Rules may result in a matter being referred to the Professional Standards Committee of ITSO, regardless of payment of any administrative penalties. A breach of a Basic MLS® Rule or multiple Basic MLS® Rules, which could be subject to an administrative penalty, should be referred to the professional standards committee of ITSO if the conduct that resulted in a breach was more than simple error.