

ONTARIO REGULATION 580/05

made under the

REAL ESTATE AND BUSINESS BROKERS ACT, 2002

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CODE OF ETHICS

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INTERPRETATION

Interpretation

1. (1) In this Regulation,

“buy” means acquire or seek to acquire an interest in real estate, and “buyer” has a corresponding meaning; (“acheter; acheteur”)

“buyer representation agreement” means a representation agreement between a brokerage and a buyer; (“convention de représentation de l’acheteur”)

“material fact” means, with respect to the acquisition or disposition of an interest in real estate, a fact that would affect a reasonable person’s decision to acquire or dispose of the interest; (“fait important”)

“seller representation agreement” means a representation agreement between a brokerage and a seller, and includes a listing agreement that is a representation agreement. (“convention de représentation du vendeur”)

(2) A person is related to another person for the purposes of this Regulation if,

- (a) one person is associated with the other person within the meaning of subsection 1 (2) of the Act; or
- (b) one person is related to the other person by blood, adoption or conjugal relationship.

(3) For the purposes of this Regulation,

- (a) a person is related to another person by blood if,
 - (i) one is the child or other descendant of the other, or
 - (ii) one is the brother or sister of the other;
- (b) a person is related to another person by adoption if,
 - (i) neither is related to the other by blood, and
 - (ii) one would be related to the other by blood if all adopted children were deemed to be the natural children of their adoptive parents; and
- (c) a person is related to another person by conjugal relationship if,
 - (i) one is married to the other or to a person who is related by blood or adoption to the other, or
 - (ii) one lives in a conjugal relationship outside marriage with the other or with a person who is related by blood or adoption to the other.

OBLIGATIONS OF REGISTRANTS

Brokers and salespersons

2. (1) A broker or salesperson shall not do or omit to do anything that causes the brokerage that employs the broker or salesperson to contravene this Regulation.

(2) Subsection (1) does not apply to a contravention by the brokerage of section 32, 33 or 41.

Fairness, honesty, etc.

3. A registrant shall treat every person the registrant deals with in the course of a trade in real estate fairly, honestly and with integrity.

Best interests

4. A registrant shall promote and protect the best interests of the registrant’s clients.

Conscientious and competent service, etc.

5. A registrant shall provide conscientious service to the registrant's clients and customers and shall demonstrate reasonable knowledge, skill, judgment and competence in providing those services.

Providing opinions, etc.

6. (1) A registrant shall demonstrate reasonable knowledge, skill, judgment and competence in providing opinions, advice or information to any person in respect of a trade in real estate.

(2) Without limiting the generality of subsection (1) or section 5,

(a) a brokerage shall not provide an opinion or advice about the value of real estate to any person unless the opinion or advice is provided on behalf of the brokerage by a broker or salesperson who has education or experience related to the valuation of real estate; and

(b) a broker or salesperson shall not provide an opinion or advice about the value of real estate to any person unless the broker or salesperson has education or experience related to the valuation of real estate.

Dealings with other registrants

7. (1) A registrant who knows or ought to know that a person is a client of another registrant shall communicate information to the person for the purpose of a trade in real estate only through the other registrant, unless the other registrant has consented in writing.

(2) If a broker or salesperson knows or ought to know that a buyer or seller is a party to an agreement in connection with a trade in real estate with a brokerage other than the brokerage that employs the broker or salesperson, the broker or salesperson shall not induce the buyer or seller to break the agreement.

Services from others

8. (1) A registrant shall advise a client or customer to obtain services from another person if the registrant is not able to provide the services with reasonable knowledge, skill, judgment and competence or is not authorized by law to provide the services.

(2) A registrant shall not discourage a client or customer from seeking a particular kind of service if the registrant is not able to provide the service with reasonable knowledge, skill, judgment and competence or is not authorized by law to provide the service.

Commissions, etc.

9. A registrant shall not indicate to any person, directly or indirectly, that commissions or other remuneration are fixed or approved by the administrative authority, any government authority, or any real estate board or real estate association.

Information before agreements

10. (1) Before entering into an agreement with a buyer or seller in respect of trading in real estate, a brokerage shall, at the earliest practicable opportunity, inform the buyer or seller of the following:

1. The types of service alternatives that are available in the circumstances, including a representation agreement or another type of agreement.
2. The services that the brokerage would provide under the agreement.
3. The fact that circumstances could arise in which the brokerage could represent more than one client in respect of the same trade in real estate, but that the brokerage could not do this unless all of the clients represented by the brokerage in respect of that trade consented in writing.
4. The nature of the services that the brokerage would provide to each client if the brokerage represents more than one client in respect of the same trade in real estate.
5. The fact that circumstances could arise in which the brokerage could provide services to more than one customer in respect of the same trade in real estate.
6. The fact that circumstances could arise in which the brokerage could, in respect of the same trade in real estate, both represent clients and provide services to customers.
7. The restricted nature of the services that the brokerage would provide to a customer in respect of a trade in real estate if the brokerage also represents a client in respect of that trade.

(2) The brokerage shall, at the earliest practicable opportunity and before an offer is made, use the brokerage's best efforts to obtain from the buyer or seller a written acknowledgement that the buyer or seller received all the information referred to in subsection (1).

Contents of written agreements

11. (1) A brokerage shall not enter into a written agreement with a buyer or seller for the purpose of trading in real estate unless the agreement clearly, comprehensibly and prominently,

- (a) specifies the date on which the agreement takes effect and the date on which it expires;
- (b) specifies or describes the method for determining,
 - (i) the amount of any commission or other remuneration payable to the brokerage, and
 - (ii) in the case of an agreement with a seller, the amount of any commission or other remuneration payable to any other brokerage;
- (c) describes how any commission or other remuneration payable to the brokerage will be paid; and
- (d) sets out the services that the brokerage will provide under the agreement.

(2) A brokerage shall not, for the purpose of trading in real estate, enter into a written agreement with a buyer or seller that provides that the date on which the agreement expires is more than six months after the date on which the agreement takes effect unless,

- (a) the date on which the agreement expires is prominently displayed on the first page of the agreement; and
- (b) the buyer or seller has initialled the agreement next to the date referred to in clause (a).

(3) A brokerage shall ensure that a written agreement that is entered into between the brokerage and a buyer or seller for the purpose of trading in real estate contains only one date on which the agreement expires.

Copies of written agreements

12. If a brokerage and one or more other persons enter into a written agreement in connection with a trade in real estate, the brokerage shall ensure that each of the other persons is immediately given a copy of the agreement.

Seller representation agreements

13. If a brokerage enters into a seller representation agreement with a seller and the agreement is not in writing, the brokerage shall, at the earliest practicable opportunity and before any buyer makes an offer, reduce the agreement to writing, have it signed on behalf of the brokerage and submit it to the seller for signature.

Buyer representation agreements

14. If a brokerage enters into a buyer representation agreement with a buyer and the agreement is not in writing, the brokerage shall, before the buyer makes an offer, reduce the agreement to writing, have it signed on behalf of the brokerage and submit it to the buyer for signature.

Agreements with customers

15. If a brokerage enters into an agreement with a customer in respect of a trade in real estate and the agreement is not in writing, the brokerage shall, at the earliest practicable opportunity, reduce the agreement to writing, have it signed on behalf of the brokerage and submit it to the customer for signature.

Disclosure before multiple representation

16. A brokerage shall not represent more than one client in respect of the same trade in real estate unless it has disclosed the following matters to the clients or prospective clients at the earliest practicable opportunity:

1. The fact that the brokerage proposes to represent more than one client in respect of the same trade.
2. The differences between the obligations the brokerage would have if it represented only one client in respect of the trade and the obligations the brokerage would have if it represented more than one client in respect of the trade, including any differences relating to the disclosure of information or the services that the brokerage would provide.

Nature of relationship

17. If a registrant represents or provides services to more than one buyer or seller in respect of the same trade in real estate, the registrant shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all buyers and sellers involved in that trade of the nature of the registrant's relationship to each buyer and seller.

Disclosure of interest

18. (1) A registrant shall, at the earliest practicable opportunity and before any offer is made in respect of the acquisition or disposition of an interest in real estate, disclose in writing the following matters to every client represented by the registrant in respect of the acquisition or disposition:

1. Any property interest that the registrant has in the real estate.
2. Any property interest that a person related to the registrant has in the real estate, if the registrant knows or ought to know of the interest.

(2) A brokerage shall, at the earliest practicable opportunity and before any offer is made in respect of the acquisition or disposition of an interest in real estate, disclose in writing the matters referred to in paragraphs 1 and 2 of subsection (1) to every customer with whom the brokerage has entered into an agreement in respect of the acquisition or disposition.

(3) A broker or salesperson shall, at the earliest practicable opportunity and before any offer is made in respect of the acquisition or disposition of an interest in real estate, disclose in writing the matters referred to in paragraphs 1 and 2 of subsection (1) to every customer of the broker or salesperson with whom the brokerage that employs the broker or salesperson has entered into an agreement in respect of the acquisition or disposition.

(4) A registrant shall disclose in writing to a client, at the earliest practicable opportunity, any direct or indirect financial benefit that the registrant or a person related to the registrant may receive from another person in connection with services provided by the registrant to the client, including any commission or other remuneration that may be received from another person.

(5) A brokerage that has entered into an agreement with a buyer or seller that requires the buyer or seller to pay the brokerage a commission or other remuneration in respect of a trade in real estate shall not charge or collect any commission or other remuneration under another agreement entered into with another person in respect of the same trade unless,

- (a) the brokerage discloses at the earliest practicable opportunity to the other person, in writing, the terms of the agreement with the buyer or seller that require the payment of a commission or other remuneration; and
- (b) the brokerage discloses at the earliest practicable opportunity to the buyer or seller, in writing, the terms of the agreement with the other person that require the payment of a commission or other remuneration.

Properties that meet buyer's criteria

19. If a brokerage has entered into a representation agreement with a buyer, a broker or salesperson who acts on behalf of the buyer pursuant to the agreement shall inform the buyer of properties that meet the buyer's criteria without having any regard to the amount of commission or other remuneration, if any, to which the brokerage might be entitled.

Seller property information statement

20. If a broker or salesperson has a seller as a client and knows that the seller has completed a written statement that is intended to provide information to buyers about the real estate that is available for acquisition, the broker or salesperson shall, unless the seller directs otherwise,

- (a) disclose the existence of the statement to every buyer who expresses an interest in the real estate; and
- (b) on request, make the statement available to a buyer at the earliest practicable opportunity after the request is made.

Material facts

21. (1) A broker or salesperson who has a client in respect of the acquisition or disposition of a particular interest in real estate shall take reasonable steps to determine the material facts relating to the acquisition or disposition and, at the earliest practicable opportunity, shall disclose the material facts to the client.

(2) A broker or salesperson who has a customer in respect of the acquisition or disposition of a particular interest in real estate shall, at the earliest practicable opportunity, disclose to the customer the material facts relating to the acquisition or disposition that are known by or ought to be known by the broker or salesperson.

Agreements with third parties

22. A registrant shall not, on behalf of a client of the registrant, enter into an agreement with a third party for the provision of goods or services to the client unless,

- (a) the registrant has disclosed in writing to the client the subject-matter of the agreement with the third party and the identity of the person responsible for paying for the provision of the goods or services;
- (b) the client has consented to the registrant entering into the agreement with the third party; and
- (c) the registrant has disclosed in writing to the third party the identity of the person responsible for paying for the provision of the goods or services.

Steps taken by registrant

23. A registrant shall inform a client of all significant steps that the registrant takes in the course of representing the client.

Conveying offers

24. (1) A registrant shall convey any written offer received by the registrant to the registrant's client at the earliest practicable opportunity.

(2) A broker or salesperson shall establish a method of ensuring that,

- (a) written offers are received by someone on behalf of the broker or salesperson, if the broker or salesperson is not available at the time an offer is submitted; and

- (b) written offers are conveyed to the client of the broker or salesperson at the earliest practicable opportunity, even if the broker or salesperson is not available at the time an offer is submitted.
- (3) Without limiting the generality of subsections (1) and (2), those subsections apply regardless of the identity of the person making the offer, the contents of the offer or the nature of any arrangements for commission or other remuneration.
- (4) Subsections (1) to (3) are subject to any written directions given by a client.
- (5) Subsections (1) to (4) also apply, with necessary modifications, to,
 - (a) written amendments to written offers and any other written document directly related to a written offer; and
 - (b) written assignments of agreements that relate to interests in real estate, written waivers of conditions in agreements that relate to interests in real estate, and any other written document directly related to a written agreement that relates to an interest in real estate.
- (6) Subsections (1) to (5) apply, with necessary modifications, if a brokerage and a customer have an agreement that provides for the brokerage to receive written offers.
- (7) Subsections (1) to (5) apply, with necessary modifications, to brokers and salespersons employed by a brokerage, if the brokerage and a customer have an agreement that provides for the brokerage to receive written offers.

Agreements relating to commission

- 25.** (1) If a brokerage has a seller as a client and an agreement between the brokerage and the seller contains terms that relate to a commission or other remuneration and that may affect whether an offer to buy is accepted, the brokerage shall disclose the existence of and the details of those terms to any person who makes a written offer to buy, at the earliest practicable opportunity and before any offer is accepted.
- (2) Subsection (1) applies, with necessary modifications, to a brokerage that has a seller as a customer, if the brokerage and the seller have an agreement that provides for the brokerage to receive written offers to buy.

Competing offers

- 26.** (1) If a brokerage that has a seller as a client receives a competing written offer, the brokerage shall disclose the number of competing written offers to every person who is making one of the competing offers, but shall not disclose the substance of the competing offers.
- (2) Subsection (1) applies, with necessary modifications, to a brokerage that has a seller as a customer, if the brokerage and the seller have an agreement that provides for the brokerage to receive written offers to buy.

Written and legible agreements

- 27.** (1) A registrant who represents a client in respect of a trade in real estate shall use the registrant's best efforts to ensure that,
- (a) any agreement that deals with the conveyance of an interest in real estate is in writing; and
 - (b) any written agreement that deals with the conveyance of an interest in real estate is legible.
- (2) Subsection (1) applies, with necessary modifications, if a brokerage and a customer have an agreement that provides for the brokerage to provide services to the customer in respect of any agreement that deals with the conveyance of an interest in real estate.

Copies of agreements

- 28.** (1) If a registrant represents a client who enters into a written agreement that deals with the conveyance of an interest in real estate, the registrant shall use the registrant's best efforts to ensure that all parties to the agreement receive a copy of the agreement at the earliest practicable opportunity.
- (2) Subsection (1) applies, with necessary modifications, if a brokerage and a customer have an agreement that provides for the brokerage to provide services to the customer in respect of any agreement that deals with the conveyance of an interest in real estate.

Delivery of deposits and documents

- 29.** Except as otherwise provided by law, if a registrant is representing a client or providing services to a customer in connection with a trade in real estate, and the client or customer has entered into an agreement in connection with the trade that requires the registrant to deliver a deposit or documents, the registrant shall deliver the deposit or documents in accordance with the agreement.

Business records

- 30.** In addition to the records required by Ontario Regulation 579/05 (Educational Requirements, Insurance, Records and Other Matters) made under the Act, a brokerage shall make and keep such records as are reasonably required for the conduct of the brokerage's business of trading in real estate.

Certificate of registration: broker or salesperson

31. Every broker or salesperson shall carry his or her certificate of registration and, on the request of any person, shall show it to the person.

Certificate of registration: brokerage

32. (1) A brokerage shall ensure that every certificate of registration issued to the brokerage is kept at the office to which the certificate relates.

(2) A brokerage shall, on the request of any person, show to the person any certificate of registration issued to the brokerage.

Certificates of registration for brokers and salespersons kept by brokerage

33. (1) A brokerage shall ensure that all duplicate original certificates of registration given to the brokerage in respect of brokers and salespersons employed by the brokerage are kept in a safe place.

(2) A brokerage shall, on the request of any person, show the duplicate original certificate of registration given to the brokerage in respect of a broker or salesperson employed by the brokerage to the person.

Current forms

34. A registrant shall ensure that forms used by the registrant in the course of a trade in real estate are current.

Financial responsibility

35. A registrant shall be financially responsible in the conduct of business.

Advertising

36. (1) A registrant shall clearly and prominently disclose the name in which the registrant is registered in all the registrant's advertisements.

(2) A brokerage that identifies a broker or salesperson by name in an advertisement shall use the name in which the broker or salesperson is registered.

(3) A broker or salesperson shall not advertise in any manner unless the advertisement clearly and prominently identifies the brokerage that employs the broker or salesperson, using the name in which the brokerage is registered.

(4) A registrant who advertises shall,

- (a) use the term "brokerage", "real estate brokerage", "maison de courtage" or "maison de courtage immobilier" to describe any brokerage that is referred to in the advertisement;
- (b) use the term "broker of record", "real estate broker of record", "courtier responsable" or "courtier immobilier responsable" to describe any broker of record who is referred to in the advertisement;
- (c) use the term "broker", "real estate broker", "courtier" or "courtier immobilier" to describe any broker who is referred to in the advertisement; and
- (d) use the term "salesperson", "real estate salesperson", "sales representative", "real estate sales representative", "agent immobilier", "représentant commercial" or "représentant immobilier" to describe any salesperson who is referred to in the advertisement.

(5) Despite clause (4) (c), a registrant who advertises may, before April 1, 2008, use the term "associate broker", "associate real estate broker", "courtier associé" or "courtier immobilier associé" to describe any broker who is referred to in the advertisement.

(6) A registrant who advertises shall not use a term to describe any registrant that is referred to in the advertisement if the term could reasonably be confused with a term that is required or authorized by subsection (4) or (5).

(7) A registrant shall not include anything in an advertisement that could reasonably be used to identify a party to the acquisition or disposition of an interest in real estate unless the party has consented in writing.

(8) A registrant shall not include anything in an advertisement that could reasonably be used to identify specific real estate unless the owner of the real estate has consented in writing.

(9) A registrant shall not include anything in an advertisement that could reasonably be used to determine any of the contents of an agreement that deals with the conveyance of an interest in real estate, including any provision of the agreement relating to the price, unless the parties to the agreement have consented in writing.

Inaccurate representations

37. (1) A registrant shall not knowingly make an inaccurate representation in respect of a trade in real estate.

(2) A registrant shall not knowingly make an inaccurate representation about services provided by the registrant.

Error, misrepresentation, fraud, etc.

38. A registrant shall use the registrant’s best efforts to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in real estate.

Unprofessional conduct, etc.

39. A registrant shall not, in the course of trading in real estate, engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming a registrant.

Abuse and harassment

40. A registrant shall not abuse or harass any person in the course of trading in real estate.

Duty to ensure compliance

41. (1) A brokerage shall ensure that every salesperson and broker that the brokerage employs is carrying out their duties in compliance with this Regulation.

(2) A broker of record shall ensure that the brokerage complies with this Regulation.

PROCEDURES OF DISCIPLINE COMMITTEE AND APPEALS COMMITTEE

Composition and appointment of committees

42. (1) The discipline committee and appeals committee shall each consist of at least five members, at least one of whom has never been a registrant or a shareholder, officer, director or employee of a registrant or former registrant.

(2) A person may be appointed under subsection 21 (3) of the Act as a member of both committees.

(3) A member of the board of the administrative authority shall not be appointed under subsection 21 (3) of the Act as a member of the discipline committee or the appeals committee.

(4) An appointment under subsection 21 (3) of the Act expires at the end of the day on the day before the second anniversary of the day the appointment took effect.

(5) If the term of office of a member of the discipline committee or appeals committee who has participated in a hearing expires before the hearing is completed or a decision is given, the term shall be deemed to continue, but only for the purpose of completing the hearing and participating in the decision and for no other purpose.

(6) The board of the administrative authority may at any time terminate an appointment under subsection 21 (3) of the Act for cause.

(7) Subsection (5) does not apply to a member whose appointment is terminated for cause under subsection (6).

(8) The board of the administrative authority shall appoint,

- (a) from among the members of the discipline committee, one person as chair of the discipline committee and one person as vice-chair of the discipline committee; and
- (b) from among the members of the appeals committee, one person as chair of the appeals committee and one person as vice-chair of the appeals committee.

(9) Subsections (4) and (6) apply, with necessary modifications, to an appointment under subsection (8).

(10) The vice-chair of a committee may exercise and perform the powers and duties of the chair on the request of the chair or if the chair is absent or unable to act.

(11) Every person appointed under subsection (8) or under subsection 21 (3) of the Act as a chair, vice-chair or member of a committee shall, before beginning his or her duties, take and sign the following oath or affirmation in either English or French:

I solemnly swear (*affirm*) that I will faithfully, impartially and to the best of my skill and knowledge execute the duties of and that, except as I may be legally authorized or required, I will not disclose or give to any person any information or document that comes to my knowledge or possession by reason of my being

So help me God. (*Omit this line in an affirmation.*)

Assignment of discipline committee panels

43. (1) When a matter is referred to the discipline committee, the chair of the committee shall assign a panel in accordance with this section to hear and determine the matter.

(2) The panel has all the jurisdiction and powers of the discipline committee with respect to hearing and determining the matter.

(3) Subject to subsection 4.2.1 (1) of the *Statutory Powers Procedure Act*, the panel must be composed of at least three members of the discipline committee.

- (4) If the panel is composed of three or more members of the discipline committee,
- (a) at least two of the members of the panel must be registrants;
 - (b) if a broker of record is the subject of the proceeding, at least one of the registrants must be a broker of record;
 - (c) if a broker is the subject of the proceeding, at least one of the registrants must be a broker;
 - (d) if a salesperson is the subject of the proceeding, at least one of the registrants must be a salesperson; and
 - (e) at least one of the members of the panel must never have been a registrant or a shareholder, officer, director or employee of a registrant or former registrant.

Parties: discipline committee

44. The parties to a proceeding before the discipline committee are the registrant who is the subject of the proceeding, the administrative authority and any other person added as a party by the discipline committee.

Notice of hearing

45. Subject to section 6 of the *Statutory Powers Procedure Act*, the discipline committee shall give the parties to a proceeding at least 45 days notice of a hearing by the committee.

Disclosure of evidence

46. (1) A party who intends to tender evidence at a hearing before the discipline committee shall, not later than the date specified by subsection (3), disclose the following to every other party:

1. In the case of written or documentary evidence, a copy of the evidence.
2. In the case of oral evidence of a witness, the identity of the witness and a written statement containing the substance of the witness' anticipated oral evidence.
3. In the case of oral evidence of an expert, the identity of the expert and a copy of a written report signed by the expert containing the substance of the expert's anticipated oral evidence.
4. In the case of evidence that is not oral, written or documentary evidence, a written description of the evidence.

(2) A party who intends to tender written or documentary evidence, or other evidence that is not oral evidence, at a hearing before the discipline committee shall give every other party a reasonable opportunity to examine the original evidence before the hearing.

(3) The date referred to in subsection (1) is,

- (a) in the case of evidence tendered by the administrative authority, the date that is 30 days before the date the hearing begins; and
- (b) in the case of evidence tendered by any other party, the date that is 15 days before the date the hearing begins.

Disclosure from closed hearing

47. If a hearing before the discipline committee is closed to the public, the committee may order that evidence given and submissions made at the hearing not be disclosed to any member of the public.

Notice of decision to complainant

48. If a proceeding before the discipline committee arises from a complaint by a person who is not a party to the proceeding, the committee shall send the person a copy of its final decision or order, including the reasons if any have been given, at the same time that it complies with section 18 of the *Statutory Powers Procedure Act*.

Notice of appeal rights

49. When the discipline committee sends a copy of its final decision or order to a party who participated in the proceeding, or the party's counsel or agent, under section 18 of the *Statutory Powers Procedure Act*, it shall also send a notice outlining the party's right to appeal under subsection 21 (5) of the *Real Estate and Business Brokers Act, 2002* and the procedures applicable to an appeal.

Commencement of appeals

50. (1) A party may commence an appeal under subsection 21 (5) of the *Real Estate and Business Brokers Act, 2002* by delivering the following to the appeals committee within 30 days after the discipline committee sends notice, under section 18 of the *Statutory Powers Procedure Act*, of the order being appealed:

1. A notice of appeal that,
 - i. identifies the appellant and the other parties to the appeal,
 - ii. identifies the order being appealed,

iii. sets out the grounds for the appeal, and

iv. sets out the relief that is sought.

2. The fee for commencing the appeal, as set by the administrative authority under clause 12 (1) (b) of the *Safety and Consumer Statutes Administration Act, 1996*, payable to the administrative authority.

(2) The appellant shall, within the 30-day period referred to in subsection (1), deliver a copy of the notice of appeal referred to in paragraph 1 of subsection (1),

(a) to the other parties to the appeal; and

(b) to the discipline committee.

(3) When a party commences an appeal under subsection 21 (5) of the *Real Estate and Business Brokers Act, 2002*, the discipline committee shall at the earliest practical opportunity forward to the appeals committee the record compiled under section 20 of the *Statutory Powers Procedure Act*.

Assignment of appeal committee panels

51. (1) The chair of the appeals committee shall assign a panel in accordance with this section to hear and determine an appeal to the committee under subsection 21 (5) of the Act.

(2) The panel has all the jurisdiction and powers of the appeals committee with respect to hearing and determining the appeal.

(3) Subject to subsection 4.2.1 (1) of the *Statutory Powers Procedure Act*, the panel must be composed of at least three members of the appeals committee.

(4) If the panel is composed of three or more members of the appeals committee,

(a) at least two of the members of the panel must be registrants;

(b) if a broker of record is the subject of the proceeding, at least one of the registrants must be a broker of record;

(c) if a broker is the subject of the proceeding, at least one of the registrants must be a broker;

(d) if a salesperson is the subject of the proceeding, at least one of the registrants must be a salesperson; and

(e) at least one of the members of the panel must never have been a registrant or a shareholder, officer, director or employee of a registrant or former registrant.

(5) A person who was a member of the panel of the discipline committee that made the order being appealed must not be assigned to the panel of the appeals committee that hears and determines the appeal.

Parties: appeals committee

52. The parties to a proceeding before the appeals committee are the appellant, the other persons who were parties to the proceeding before the discipline committee, and any other person added as a party by the appeals committee.

Application of ss. 45 to 48

53. Sections 45 to 48 apply, with necessary modifications, to proceedings before the appeals committee.

COMMENCEMENT

Commencement

54. This Regulation comes into force on March 31, 2006.

Made by:

Pris par :

Le ministre des Services gouvernementaux,

GERRY PHILLIPS
Minister of Government Services

Date made: November 9, 2005.

Pris le : 9 novembre 2005.