

# How Violations Work in the Snake River Regional MLS: Reporting, Citing, & Resolving

(As of August 21, 2018)

Lets take a look at the *process* of identifying a Violation, issuing a citation, and resolving that citation.

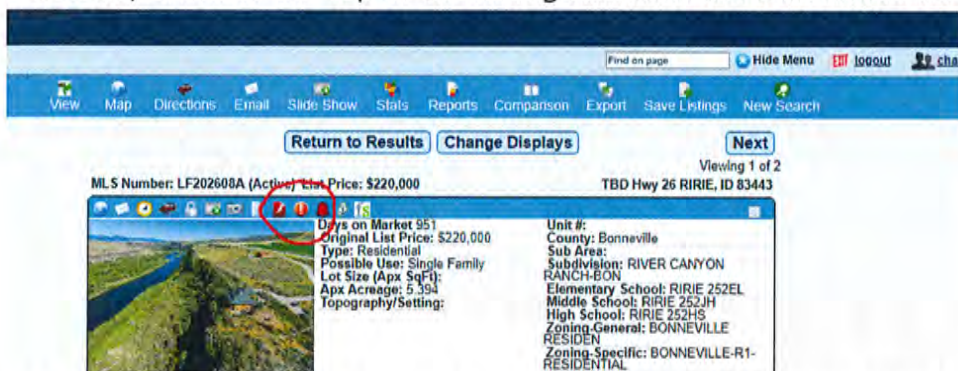
## Where do Violations come from?

The MLS is a self-policing community. That means that most of the Violations that come to us are reported by Participants. There is simply no way that our staff could sift through all of the active listings each day and come close to finding all the Violations. The integrity of our MLS data relies on the participation of our Agents and Brokers.

## How do I report a Violation?

If you come across a listing that deviates from the standards specified in the Rules & Regulations, reporting a Violation is easy:

- First, Identify the Violation.
- Second, Scroll to the top of the listing and click the icon above the picture as shown.



- A window will open and in the "Message:" section, describe the Violation.
  - You can also check the Option to send you a copy of the Message that will be sent.
  - Third, Click "Send with N-Mail" and you should see that "The listing has been reported."
- Violation reporting is **anonymous**. While the MLS staff will be able to see who submitted the claim, the listing Agent in Violation will never know who reported them. That's it!

## What happens next?

As soon as you click "Send with N-Mail" the Violation is submitted to the MLS Compliance Department (Staff). It normally takes 2-3 business days for Compliance to process.

## How does the reported Violation turn into an actual Violation?

When your submission reaches the front of the queue, it is investigated by Staff.

They read the message from your submission, then they examine the listing in question to determine if, in fact, a rule has been violated, and which specific rule that is. Any evidence associated with the

Violation, i.e., relevant photos, text, or links are then saved to provide documentation for future reference.

**If staff concludes that a Violation has occurred, the listing Agent is then notified of the Violation via email.** That email will include the specific rule that has been violated, a description of the violation, and instructions on how to proceed with clearing the Violation. Accurately identifying the Violation is imperative, as all Violations may warrant a different punitive action.

### **What do I do with my Violation?**

If you receive a Violation notice via email, **READ IT CAREFULLY!** It will explain what action is required on your part. As you can see above, some Violations will just be warnings, but others will require that you resolve the issue in a timely manner and either pay the associated fine OR challenge the Violation *within a certain amount of time*. It is not infrequent that we will meet frustrated Agents in the MLS office demanding that their fines be lowered several months after their Violation was issued. Resolution of Violations within the MLS system **IS TIME SENSITIVE!** Our goal is to keep our listing data as accurate and up-to-date as possible, and that's why many Violation fees compound over time - if they are not corrected.

So, again, **PLEASE READ YOUR VIOLATION EMAIL IN FULL.** But just in case, here's how it works, in 3 simple steps:

- You receive a Violation with an associated fine.
- You have 30 calendar days to pay the fine OR 20 calendar days to challenge the Violation.  
\*\*\*PLEASE NOTE: Your right to challenge is WAIVED after the 21st calendar day.\*\*\*
- If you did not challenge the Violation and you do not pay the fine within 30 **calendar days** after the Violation was issued, your MLS account will be suspended (it will be reactivated upon receipt of the Violation payment, service charges or fees, and a reinstatement fee).

### **How do I keep track of my Violations?**

Whether you are looking to track your own Violations or the Violations you reported, the MLS Office keeps an updated list for you.

### **In conclusion...**

Citing Violations of the MLS Rules & Regulations is a necessary evil, but now you know how it works, and next time you'll know what to do! Remember, our goal here at the MLS Office is to help you serve your clients the best you can. We want to help you avoid Violations altogether, but we know life happens. That's why we don't fine you for your first Violation. But we have to draw the line somewhere. So next time you find a Violation notice in your inbox, **DON'T DELAY!** The best thing you can do for you, your business, and your fellow Agents and Brokers is to open it up, read it carefully, and nip it right in the bud!

# Staying in Compliance with The Snake River Regional MLS Rules: The Most Common Violations

(As of August 21, 2018)

Compliance with the Snake River Regional MLS Rules will help provide accurate, timely, and objective property information for all Subscribers. The following are some of the most common Violations. If you have questions, contact the Snake River Regional MLS Office at 208-523-1477 or print a copy of the rules at [www.SnakeRiverMLS.com](http://www.SnakeRiverMLS.com).

1. **Accurate data:** All information must be accurate and complete. Incorrect information may include designating a nonconforming bedroom as a regular bedroom, stating the incorrect number of garage stalls, or listing the property in an incorrect MLS area.

2. **Enter a listing By the End of the Next Business Day:** You rely on timely access to listings to serve your Buyers, and your Sellers rely on you to make their property available as quickly as possible. Listings must be entered into the MLS by the end of the Next Business Day. If your client wants to withhold the listing from the MLS, you must have that authorization in writing.

3. **Promotional information in Public Remarks, Driving Directions or Virtual Tours:** The MLS is a factual database of property information. It should not be used for marketing or promoting an Agent, listing office or third party services. In any public field, it is important to only describe the physical traits of the property or incentives from the Seller to the Buyer specifically related to the property. For example, you may **not** include:

- a. Agent names or contact information or third party promotions.
- b. Commission details intended for Agents only.
- c. Any URL other than a virtual tour. A virtual tour must only describe the property for sale and its vicinity.
- d. You may list the name of the builder or brand names (for example "Anderson Windows") to the extent that they describe the property. Do not add any promotional messages.
- e. Incentives from the Seller are acceptable but must be specifically related to the property.

**Acceptable:** Seller will pay up to \$3,000 in closing costs. Seller will pay Association fees for one year.

**Unacceptable:** Free Plasma TV for Buyer. Free trip to Mexico for the Buyer. \$500 Gift Card.

Keeping the MLS free of promotion allows you to share property information (that you pay to access) with your customers or clients without encouraging them to contact other Agents or to leave you for one of your competitors.

4. **Upload a photo within 2 business days:** A property photo must be uploaded within 2 business days on all Residential Class Properties. The photo has the following requirements:

- a. No Broker/Agent/builder signs or promotional materials allowed.
- b. No text (regardless of message) allowed on any photograph.
- c. Do not copy photos from the listing of another Subscriber. Use your own photos.
- d. The photo may not be digitally altered so that it no longer accurately reflects the property.

5. **Enter a status change on a listing by the end of the Next Business Day of the change:** If there is any change in the property status (cancellation, pending sale, closed sale, change in price, contingent offer accepted), the change must be made by the end of the Next Business Day.

**6. Make the correction by the end of the Next Business Day after a Violation Notice was emailed:** The fine will increase if the correction is not made by the end of the Next Business Day. This rule does not impact most Subscribers, but is in place to discourage flagrant disregard for the MLS Rules.

**7. Do not share your MLS access:** Only authorized Agents, appraisers, and office staff may access the system. Do not share your access information under any circumstances with anyone, including colleagues, customers, non-member Agents, assistants, friends or family. Be on guard for moving companies and other third parties that may attempt to strike a deal with you to share your access (if so, please inform the MLS office immediately).

**8. Entering a listing into the MLS only when you have a signed listing contract:** Idaho Law states that the listing Broker must have the Seller's written authorization to advertise property. Do not list the property in anticipation of the signature—you must have the signature in hand. If the property is listed with another office, the first listing must be Canceled (not Withdrawn) or Expired on the MLS before the new listing may be entered.

**9. Unauthorized use of MLS data:** In addition to data accuracy and timeliness, the MLS protects the data from unauthorized use.

**Examples of acceptable use:**

- a. Reports for prospective Buyers
- b. CMAs & comparables prepared for a particular property and for a particular person.
- c. Use of compilations for demonstration of market share is authorized.
- d. Marketing materials using any data you choose for listings in which you are the listing Agent. The selling Agent may also use the data for this purpose, but only after the sale has closed.
- e. Marketing materials with aggregate statistics drawn footnoted with MLS credit, dates used, and any other criteria for the statistics.

**Examples of unacceptable use:**

- a. Use of compilations to compare the performance of individual Agents (in a presentation to a potential Seller). Because of how some Teams and Brokers report activity, statistics on individuals may be inaccurate and misleading.
- b. Providing a list of properties to a non-MLS member (such as a list of properties with "pending" status provided to a friend or relative with a moving company to help him get new business).
- c. Sending unsolicited data about any property not in Sold status for which you are not the Listing Agent or on any property in Sold status.

**Other rules to be aware of:**

- Access a property only with proper authorization. Do not disseminate your property access information.
- The use of the term MLS or Multiple Listing Service is restricted in firm names, web addresses and web domain names.
- Enter a listing only once. No two active listings should have the same Parcel ID number. (Unless listed in different Classes or Property Types, if so then they must be referenced as such and closed out appropriately.)

## MLS Violation List

<h1 style="margin: 0;">Snake River Regional MLS</h1> <h2 style="margin: 0;">List of MLS Rule Violations and Penalties</h2>
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(As of November 8, 2018)

The following is a list of potential Violations that may be Assessed to a Subscriber

**1) Data Integrity, Manipulation of MLS Content, Other:**

1.01	Failure to Enter New Listing by the end of the next Business Day
1.02	Failure to Report Status Change by the end of the next Business Day
1.03	Failure to Report SOLD within 72 hours
1.04	Changing Font size in the MLS Public Remarks Section
1.05	Inaccurate Information on Listing - Incorrect Property Type, Incorrect Square Footage, Lot Size, Type of Garage, # of actual stalls, and other Required fields
1.06	Manipulating Data to modify, mislead, or deceive
1.07	Canceling and Relisting as "New" within 31 days
1.08	Changing or Removing Information upon a status change
1.09	Inaccurate Depiction of the property in a PHOTO
1.10	Failure to submit Required Seller Disclosure Information (Property Disclosure, Lead Paint Disclosure)
1.11	Inappropriate or Unprofessional Use of Remarks
1.12	Failure to report Cancellation of Pending Sale or other Status Changes
1.13	Reporting Inaccurate or removing Sales Price
1.14	Canceling, Withdrawing, Expiring, or Removing a PENDING listing prior to its Expiration
1.15	Failure to provide Documentation for SOLD price variation within 72 hours
1.16	Active Listing without a Valid Listing Agreement
1.17	Unauthorized Expiration, Extension, or Renewal of Listing without Written Permission
1.18	Failure to Disclose Dual / Variable Commission
1.19	No Main Picture within 2 Business Days – Residential Class ONLY
1.20	Picture(s) containing contact, marketing, wording, graphics, or realty sign(s)
1.21	Contact or Other Marketing Information in Public Remarks
1.22	Third Party Marketing in Any Field – Except in PRIVATE Remarks
1.23	Use of an others Pictures, Images, VT, etc.. without written permission
1.24	Misuse of Public Remarks
1.25	Misrepresenting the availability to show or inspect the property
1.26	Entering a Manufactured Home as Single Family and not as Manufactured with land OR Manufactured without land
1.27	Entering a listing that is not an Exclusive Right To Sell or Exclusive Agency Listing
1.28	"For Sale" Signs – only the "for sale" sign of the listing broker may be placed on the property
1.29	Solicitation of A Listing filed with the service
1.30	Co-List Agent not a Member of our MLS
1.31	Owners Name not Disclosed
1.32	Failure to disclose the Source of Information in Public Representations "Information provided by the SNRRMLS..."
1.33	
1.70	Failure to Submit Terms of Contingencies
1.71	Failure to Remove Lockbox and / or Sign within 72 Hours of Property Closing and Recording
1.72	Failure to correct any violation
1.73	

For a Violation of Section 1:

- 1<sup>st</sup> Offense - A Warning email is Issued.
- 2<sup>nd</sup> Offense - \$50 Fine will be Assessed.
- 3<sup>rd</sup> Offense - \$100 Fine will be Assessed.
- 4<sup>th</sup> Offense - \$500 Fine will be Assessed.
- 5<sup>th</sup> Offense – Suspension.

## MLS Violation List

### 2) Unauthorized Access and Misuse of MLS Information:

2.01	Distributing MLS Confidential Information
2.02	Unauthorized Use of MLS Information
2.03	Showing or Granting access to a "Coming Soon" Listing
2.04	Failure to be present when providing access to a listed property to potential Buyers, Inspectors, or others
2.05	Unauthorized use of an MLS waiver (Agent / Broker)
2.06	Unauthorized use of an MLS waiver (Assistant)
2.07	Exporting MLS Data for Unauthorized Use
2.08	Violating IDX or RETS Rules
2.09	Unauthorized Removal of Key(s) from Property / Lockbox
2.10	Unauthorized access to a Listed Property
2.11	Failure to Follow Showing / Contact Instructions
2.12	USE of a Lockbox on non MLS Listed Property (unless paperwork received showing an office exclusive listing)
2.13	Unauthorized use of a SUPRA Key - Providing access to any unlicensed individuals (including but not limited to public, service providers, lenders, etc...) SUPRA service will be terminated and the member will NOT be assigned any form of SUPRA service.
2.14	Sharing User Name and / or Password - Unauthorized Use
2.15	
2.16	

For a Violation of Section 2:

- 1<sup>st</sup> Offense - A Warning email is Issued.
- 2<sup>nd</sup> Offense - \$250 Fine will be Assessed.
- 3<sup>rd</sup> Offense - \$500 Fine will be Assessed.
- 4<sup>th</sup> Offense – Suspension.

### 3) Other:

3.01	Lockbox Key used by anyone other than the person to whom they are assigned
3.02	
3.03	
3.04	

For a Violation of Section 3:

- 1<sup>st</sup> Offense - \$5,000 Fine will be Assessed and Suspension.
- 2<sup>nd</sup> Offense - \$15,000 Fine will be Assessed and Termination.

Each Violation will remain on the record for each Subscriber for a period of 24 months from the time of the most recent Violation.

Failure to pay any service charge or fee within one month of the date due, and provided that at least 10 days notice has been given, service to the MLS for the Subscriber shall be suspended until all charges and / or fees are paid in full.

REMINDER: Brokers are responsible for all Agents / teams and office administrators. Listing Agents are responsible for unlicensed assistants or authorized team members who add / edit listings on their behalf.

The Maximum Fine that may be assessed is \$15,000.

Probation can be given for 30 days up to 1 year.

Suspension of MLS rights, privileges, and services can be for 30 days up to 1 year.

Termination of MLS rights, privileges, and services with no right to reapply for up to 3 years.

With five or more Violations / alleged Violations (of section 1 and / or 2) and / or a single Violation / alleged Violation of Section 3, the Subscriber may be subject to a hearing before their respective Association's Professional Standards Committee.

If a Subscriber's account is Suspended there is a \$50 re-activation fee.