

CRMLS COMPLIANCE FAQ for Flexmls Users

California Regional Multiple Listing Service, Inc.



CRMLS.ORG | 800.925.1525

Effective December 20, 2019

CRMLS COMPLIANCE FAQ for Flexmls Users

Citations and Payments

1. Q: I received an invoice from QuickBooks/Intuit. What is this?

A: In the event a violation is found, and a citation is issued, a separate notice will be sent via QuickBooks/Intuit containing your invoice. All payments are to be made online. If you have any questions regarding your invoice, please contact CRMLS at:

Customer Care Phone Support: 909-859-2040, Option 1 (Phone Support is available from 8:30am-9pm Monday – Friday and from 10am-3pm Saturday and Sunday), or;
[Customer Care Chat](#) (Chat Support is available from 8:30am-9pm Monday – Friday and from 10am-3pm Saturday and Sunday)

2. Q: I don't want to pay the fine for the citation. What other options do I have?

A: Within twenty (20) calendar days of the issuance of the citation, you have the option to either pay the fine, or, submit a request for a Citation Review. The form to submit a Citation Review Request can be accessed at: <https://go.crmls.org/crmls-citation-review-request/>. Please do not call CRMLS to argue your defense to your citation and or fine, as CRMLS Compliance Analysts do not have the authority to waive an already issued Citation. Pursuant to the C. A. R. Code of Ethics and Arbitration Manual, evidence, arguments, facts and equitable requests are to be presented to and decided upon by a Professional Standards Panel at your Association or Board of Realtors.

For more information on the Citation, Payment and Review process, please access our Knowledgebase article located at: <https://kb.crmls.org/knowledgebase/citation-notice-and-fines/>

3. Q: How do I pay my citation?

A: All payments are made online via QuickBooks/Intuit. You will receive an emailed invoice separate from your Citation Notice. Once received, there will be a green button on the top right corner that says . Once that button is pressed, the invoice will prompt you to enter your payment information. We accept payment by debit card, credit card and check.

4. Q: Can I pay my citation by credit card or debit card?

A: Yes. We accept payment by both credit card or debit card.

5. Q: Can I pay my citation by check?

A: Yes. You may pay by check online by clicking on the  button located at the top right corner of your invoice. If you would like to send us a physical check, please make the check payable to CRMLS, Inc., and send it to the address listed below. Please allow up to seven (7) business days for processing.

Compliance c/o CRMLS, Inc.
15325 Fairfield Ranch, Suite 200
Chino Hills, CA 91709

6. Q: Where does my money go once I pay my fine?

A: Half of the collected fine is used by CRMLS to help offset the costs of operating the Compliance Department. The other half of the fine is provided to the local Association or Board to help offset the costs incurred operating the Grievance Committee, Professional Standards and citation review hearing processes.

7. Q: I received a Citation Notice, but never received an invoice.

A: In the event you did not receive your invoice, our Customer Care Department and/or Compliance Department can provide that information to you. Please use one of the following methods to request your invoice link:

Compliance Email: compliance@crmls.org

[Compliance Live Chat](#) (Live Chat hours are Monday-Friday 8:30am-12pm and 1:30pm-4pm)

Customer Care Phone Support: 909-859-2040, Option 1 (Phone Support is available from 8:30am-9pm Monday – Friday and from 10am-3pm Saturday and Sunday)

[Customer Care Chat](#) (Chat Support is available from 8:30am-9pm Monday – Friday and from 10am-3pm Saturday and Sunday)

8. Q: My access to MLS Services was suspended. How do I get reinstated?

A: In the event your access to MLS Services is suspended, the only option available is to pay the fine and correct the violation that was the cause of the citation. Once the suspension date passes, you have exhausted your right to a Citation Review.

9. Q: My MLS services were suspended, and I already paid my fine. How long does it take to reinstate my access?

A: Once payment is received and confirmed, the Compliance Department will also need to confirm that any corrections required by the citation have also been made by the listing agent or broker. The reinstatement of MLS Services will occur within 1 business day. Your failure to correct the violation(s) may result in a prolonged suspension.

10. Q: I never received an email or Warning Notice prior to the citation. What do I do?

A: CRMLS rules require that a current and regularly used email address be provided in the event we need to communicate with you regarding potential violations and other important matters. It is not the responsibility of CRMLS to ensure the email address on roster is accurate and monitored. If your email information is incorrect, please make the necessary updates as soon as possible.

11. Q: Why did I receive a Warning Notice for a previous violation, but not for a different violation?

A: Some violations are eligible for a Warning Notice. More serious violations and those that cannot be corrected are not eligible and generally result in immediate citations and fines. All violations and their Warning eligibility are detailed in the following Knowledgebase Article: <https://kb.crmls.org/knowledgebase/flexmls-violations-that-do-not-require-a-warning/>

12. Q: I received an email asking me to provide documentation for a case or asking me to correct the violation on my listing. What is required of me in these situations?

A: Follow the instructions on the Compliance Department email specific to your case. In any instance, you must provide requested documents, or make corrections on your listing, in the timeframe specified in the email. If you fail to comply with the instructions, you may be subject an additional citation for failure to provide documents or to correct a violation.

Communicating with CRMLS

13. Q: How do I communicate with a Compliance Analyst directly?

A: For inquiries regarding a Compliance matter, please contact CRMLS directly by using the email address or chat link referenced below.

Compliance Email: Compliance@crmls.org

[Compliance Live Chat](#) (Live Chat hours are Monday-Friday 8:30am-12pm and 1:30pm-4pm)

14. Q: Where can I find the link for the Compliance Chat?

A: Under the Links tab in Matrix, you have access to the Compliance Web Chat link. By clicking on the link, you will be directed to our live chat. You may also use the link provided on your Warning or Citation Notice. Chat hours are between 8:30am-12pm and 1:30pm-4pm Monday-Friday, excluding holidays.

[Compliance Live Chat](#)

15. Q: I was asked to provide documentation for review. Where do I send it?

A: Documentation, photographs and other files can be provided as attachments to compliance@crmls.org.

16. Q: What if I want to discuss an issue outside of the set chat timeframe?

A: Our Customer Care Department can assist with many Compliance related issues, specific to Warning and Citation Notices. Please reach out to them at:

Customer Care Phone Support: 909-859-2040, Option 1 (Phone Support is available from 8:30am-9pm Monday – Friday and from 10am-3pm Saturday and Sunday), or;
[Customer Care Chat](#) (Chat Support is available from 8:30am-9pm Monday – Friday and from 10am-3pm Saturday and Sunday)

17. Q: How do I communicate with a Customer Care Representative for a non-Compliance matter?

A: For inquiries or assistance regarding a non-Compliance matter, please contact CRMLS directly by phone or using the support link referenced below.

Customer Care Phone Support: 909-859-2040, Option 1 (Phone Support is available from 8:30am-9pm Monday – Friday and from 10am-3pm Saturday and Sunday), or;
[Customer Care Chat](#) (Chat Support is available from 8:30am-9pm Monday – Friday and from 10am-3pm Saturday and Sunday)

Photographs & Media

18. Q: I just entered a listing in the MLS. How long do I have to submit a photograph?

A: Per CRMLS Rule 11.5.1, at least one photograph or rendering accurately depicting a substantial portion of the exterior of the subject property must be submitted to the MLS within two days of entry of listing and must remain in the listing at all times for all statuses. Business Opportunity and listings that are cancelled within 5 days of entry are exempt from this Rule.

19. Q: Is there a limit to the number of photographs I can upload for one listing in Flexmls?

A: There is no limit to the number of photographs that can be uploaded to one listing.

20. Q: Does the primary photograph need to be of the exterior structure of the property?

A: No. While at least one (1) photograph must be of a substantial portion of the exterior of the property, it is not required to be posted as the primary photo.

21. Q: Does the mandatory exterior photograph need to be of the front of the property?

A: No. So long as the photograph includes a substantial portion of the exterior of the property, other views are permissible.

22. Q: What constitutes a “substantial portion” of exterior of the property?

A: A substantial portion of the exterior is defined as a portion sufficient to allow the viewer to determine the nature, condition, and relative location of the structure. For land listings, a photograph of the lot is permissible.

23. Q: Can I put a photograph of the property on the MLS with my “For Sale” sign visible?

A: No. This is considered “branding” and is prohibited on the MLS. Violations of this rule will result in the removal of the photograph and the issuance of a citation, per section 11.5(e) of the CRMLS Rules and Regulations. Because a branding advertisement occurs concurrently with the publication of the media, this violation does not receive a Warning Notice, and a citation with a fine will be sent immediately.

24. Q: I have a land listing but cannot gain access to the property to take a picture. What do I do to fulfill the photo requirement?

A: Parcel maps downloaded from public sources that confirm in writing the right of the user to use the image, are acceptable in these cases. An accurate rendering of the property is also allowed. Compliant “drone” photographs or images are often used in these situations.

Use caution when using satellite images sourced by Google, Bing or another third-party as these would likely be prohibited (see Questions 28-32).

25. Q: Can I include photos of subject matter other than the property in my listing?

A: Images that feature off-property locations or items not included in the sale of the property should be reasonably related to the property and should include an explanatory caption.

26. Q: Can I include people or animals in my photos?

A: Images that include people are only permissible where the people are both unidentifiable and incidental to the overall composition of the photo. For example, an aerial photo of a local beach which includes unidentifiable people enjoying the area is permissible. However, a photo of a downtown shopping district where the faces of the shoppers are identifiable is not permissible. Images that include animals are only permissible where the animals are incidental to the overall composition of the photos, and there is a reasonable basis for the animal appearing in the photo. For example, a listing for the sale of horse property that includes an image of the property with horses in the background is permissible. However, a closeup photo of a horse alone is not permissible.

27. Q: Can I remove or alter the content of my photos (removing power lines, virtually staging the property, etc.)?

A: Virtual staging and/or photoshopped images require captions disclosing any additions or alterations and may not unreasonably misrepresent what is included in the sale of the property or the scale or attributes of the property. Use caution in such manipulations and remember that even slight alterations should be disclosed. For example: Inserting virtually staged furniture into a room and reducing the size of the furniture to make the room dimensions appear larger would be a misrepresentation subject to a citation.

28. Q: Can I use images copied from Google or Bing on my listing?

A: No. By submitting any media to the MLS, the Participant and Subscriber represent and warrant that they own the right to reproduce and display the media or they have procured such rights and all necessary licenses from appropriate parties. Any media copied from or supplied by a third-party source must be supported by pre-entry written documentation which authorizes the listing agent and broker to use the images on the MLS. Importantly,

Google and Bing limit the allowed uses of their images to “Non-Commercial” uses, and publication through the MLS is considered a commercial use.

Remember – Verbal permission to use media subject to copyright protection is insufficient for purposes of the MLS, and/or for your protection in general.

29. Q: What documentation do I need if I am using photographs taken by a photographer?

A: The listing agent and broker must obtain written documentation which authorizes the use of the images. This documentation may include but is not limited to the C.A.R. PIA (Property Images Agreement) form, or an otherwise acceptable assignment of rights or license agreement. Whichever document is used, it must provide an irrevocable, unrestricted, transferable, perpetual, royalty-free, and non-exclusive (with right to sublicense) right to the MLS to use, store, reproduce, compile, display and distribute the media as part of its compilation. CRMLS has observed that nearly all photographer-created license forms fail to provide the necessary license language even where they include reference to the MLS and should be used with caution.

Remember – Verbal permission to use media subject to copyright protection is insufficient for purposes of the MLS, and/or for your protection in general.

30. Q: My seller provided me with photographs of the property and wants me to use them on the MLS. Can I do this?

A: If the listing agent and broker are using photographs or media that they did not take themselves, written documentation from whomever rightfully holds the required rights or licenses to grant use of the images authorizing the use of the images must be obtained prior to the use of media. This documentation may include but is not limited to the C.A.R. PIA (Property Images Agreement) form, or an otherwise assignment of rights or exclusive license agreement. Whichever document is used, it must provide an irrevocable, unrestricted, transferable, perpetual, royalty-free, and non-exclusive (with right to sublicense) right to the MLS to use, store, reproduce, compile, display and distribute the media as part of its compilation must be obtained from the seller if the seller is the creator of the content.

Remember – Verbal permission to use media subject to copyright protection is insufficient for purposes of the MLS, and/or for your protection in general.

31. Q: Another Agent provided me with photographs and gave me permission to use them on the MLS. Can I do this?

A: If the listing agent and broker are using photographs or media that they did not take themselves, written documentation from whomever rightfully holds the required rights or licenses to grant use of the images authorizing the use of the images must be obtained prior to the use of media. This documentation may include but is not limited to the C.A.R. PIA (Property Images Agreement) form, or an otherwise assignment of rights or exclusive license agreement. Whichever document is used, it must provide an irrevocable, unrestricted, transferable, perpetual, royalty-free, and non-exclusive (with right to sublicense) right to the MLS to use, store, reproduce, compile, display and distribute the media as part of its compilation must be obtained from the seller if the seller is the creator of the content.

Remember – Verbal permission to use media subject to copyright protection is insufficient for purposes of the MLS, and/or for your protection in general.

32. Q: An Agent who listed the same property before told me I could use his or her images from the MLS. Can I do this without violating Rule 11.5?

A: If the listing agent and broker are using photographs or media that they did not take themselves, written documentation from whomever rightfully holds the required rights or licenses to grant use of the images authorizing the use of the images must be obtained prior to the use of media. This documentation may include but is not limited to the C.A.R. PIA (Property Images Agreement) form, or an otherwise assignment of rights or exclusive license agreement. Whichever document is used, it must provide an irrevocable, unrestricted, transferable, perpetual, royalty-free, and non-exclusive (with right to sublicense) right to the MLS to use, store, reproduce, compile, display and distribute the media as part of its compilation must be obtained from the seller if the seller is the creator of the content.

Additionally, it is a violation of Rule 12.15 to use information copied from the MLS compilation. CRMLS does not provide written authorization or permissions to use media or other content found within Matrix. Images found to be copied from the MLS compilation will be removed immediately.

Remember – Verbal permission to use media subject to copyright protection is insufficient for purposes of the MLS, and/or for your protection in general.

33. Q: How do I get photographs removed from Zillow, Trulia, etc.?

A: The contract between CRMLS and Zillow requires Zillow to remove all photos (except one exterior picture) from the Zillow site upon the listing being sold for any listing Zillow receives from CRMLS. However, Zillow also receives information from some brokerage firms directly rather than from CRMLS, and in those cases the contract between the listing broker and Zillow controls the situation. In those cases, you will need to reach out to those syndication sites directly. CRMLS does not control the data that is shown on such data feeds that do not originate from CRMLS.

Removing Listing Information from the MLS

34. Q: My client no longer wants their property listed on the MLS. What do I do?

A: If you still have a valid Listing Agreement you have two (2) options under Rule 11.8:

1. If you intend to enforce the terms of the listing agreement against your seller/client, then you must change the status to Withdrawn.
2. If the listing broker is willing to walk away from any claim for a commission, then the listing broker may change the status to Canceled, but this is entirely the listing broker's decision.

35. Q: Can images be removed from a listing once in a finalized status (Closed, Canceled, Expired)?

A: If the listing is in a finalized status (Closed, Canceled, or Expired), the MLS will not act on a request to remove photographs or other historical data from the MLS, per section 11.8 of the CRMLS Rules and Regulations. Further, the California Legislature has recently amended Civil Code 1088 to require that MLSs keep all historical data for a period of 3 years. Note that while photographs or information may be removed from a listing *prior* to the finalized status, the listing must remain in compliance with all rules and regulations once the information is removed.

CRMLS Rules and Regulations & Citation Policy

36. Q: Who makes the CRMLS Rules?

A: Active and working agents and brokers make the Rules. The CRMLS Rules and Regulations are derived from model rules issued by C.A.R. and N.A.R. Additional rules are proposed by the CRMLS Rules Committee. The Rules Committee includes a representative from each of the associations and boards making up CRMLS. Once established, the Rules and any associated fine amounts are reviewed and approved by the CRMLS Board of Directors. The C.A.R. MLS Committee, CRMLS Rules Committee and CRMLS Board of Directors are all made up of volunteer agents and brokers.

37. Q: Where can I find the Rules?

A: The CRMLS Rules and Regulations can be found on our central site, <https://go.crmls.org/>. Click on the Compliance icon located at the bottom right hand corner, then click on Rules and Policies. Here you will find the Rules and Regulations and the Citation Policy. You can also access the Rules and Regulations by clicking on the following link: <https://go.crmls.org/crmls-rules-and-regulations/>

38. Q: Where can I find the Citation Policy?

A: The CRMLS Rules and Regulations can be found on our central site, <https://go.crmls.org/>. Please click on the Compliance icon located at the bottom right hand corner, then click on CRMLS Rules and Policies. Here you will find the Rules and Regulations and the Citation Policy. You can also access the Citation Policy by clicking on the following link: <https://go.crmls.org/crmls-citation-policy/>

39. Q: Why did I receive a Warning Notice for a previous violation, but not for a different violation?

A: Some violations are eligible for a Warning Notice. More serious violations are not eligible and generally result in immediate citations and fines. The different violations and their Warning eligibility are itemized in the following Knowledgebase article: <https://kb.crmls.org/knowledgebase/flexmls-violations-that-do-not-require-a-warning/>

40. Q: I don't agree with the CRMLS Rules and Regulations. Who can I contact?

A: Addressing a concern or disagreement with a rule or section of a rule begins at the Association or Board or Realtors level. Please reach out to your local association and speak with their MLS Committee or CRMLS Rules Committee representative. All rules and regulations within our ruleset derive from C.A.R. and N.A.R. model rules and are reviewed by a Rules Committee (made up of a representative of each Association and Board). The rules are then approved by the Board of Directors. As a result, initiating or making a rule change will require the involvement of your local association.

Reporting Violations

41. Q: How do I report a violation?

A: To make a report, you may reach out to our Compliance Department via live chat, email or by submitting a report directly within FlexMLS. If reporting directly within Flexmls, there are two ways to report the potential violation.

1. From the search results list, click on the downward arrow following the MLS#, then select "Report Violation". Submit your report and remember to include as much detail as possible.
2. From the listing detail view, click on the "More" button located in the top right corner of Flexmls, featuring three vertical dots. From here, click on "Report Violation". Submit your report and remember to include as much detail as possible.

For any reports made by email or live chat, please ensure you include the MLS# or property address, if applicable.

42. Q: Will I receive any information about the violations I report?

A: Yes, you will receive an initial response confirming receipt of your report and other status reports at various points in the process of our investigation. However, specific details as to the substance or outcome of the case will be withheld due to confidentiality requirements imposed by the MLS Rules and the C. A. R. Code of Ethics and Arbitration Manual.

43. Q: Are violation reports confidential?

A: All reports received and results of investigations regarding potential violations are kept strictly confidential to anyone outside of CRMLS or association staff. CRMLS does not share who reported the violation, nor do we share with the reporting party what, if any, citations were issued to the violating party. Reporting party information is visible to CRMLS Staff in the event our Compliance Department needs to reach out for additional information or documentation that will help assist in our investigation.

44. Q: Is CRMLS actively monitoring listings and searching for violations?

A: Most investigations begin with a report sent in by another agent. All reports processed are sent to Compliance via Flexmls, email, or our live chat. In the event the Compliance Analyst does encounter an additional violation on a reported listing, all violations associated with the listing will be addressed together via inquiry emails, Warning Notices, or Citation Notices, depending on the violation. By way of background, CRMLS receives approximately 3,000 reported violations a month, and only about 10% of them result in a citation and fine. The majority of reported violations are corrected based on a Warning Notice, and about 20% of our investigations result in the Compliance Analyst concluding that there was no rule violation.

Excluding Listings

45. Q: Where do I submit an exclusion form?

A: All exclusion forms are to be submitted online at <https://go.crmls.org/flexmls-exclude-listing/>

46. Q: I forgot to submit my seller's exclusion form. What do I do?

A: An exclusion form should be submitted to the MLS, even if it is outside of the allotted two (2) business day time frame so it is on file for our records. Failure to enter a listing into the MLS within two (2) business days of the effective list date and/or failure to provide an exclusion form to CRMLS within two (2) business days of the effective list date may result in the issuance of a citation for violating section 7.8 of the CRMLS Rules and Regulations.

47. Q: How do I extend an exclusion form?

A: To extend an exclusion period, submit an updated exclusion form at <https://go.crmls.org/flexmls-exclude-listing/> as you normally would prior to the expiration date of the initial exclusion period. For example, if the initial exclusion period is set to expire 12/10/2020, you must submit a new exclusion form on or before 12/10/2020. Any submissions after the expiration period may result in a citation for violating section 7.8 of the CRMLS Rules and Regulations.

48. Q: Can I submit the property into the MLS prior to the exclusion date noted on the submitted exclusion form?

A: Yes, the listing may be entered in the MLS prior to the exclusion date noted on the submitted exclusion form. CRMLS recommends obtaining written documentation from the seller(s) which provides the listing brokerage authorization to enter the property before the date noted on the submitted exclusion form.

49. Q. What is considered "marketing"?

A: Any communication with persons outside your brokerage firm about a listed property that is for sale, and/or any form of advertising outside the brokerage firm, such as a "For Sale" sign, a flyer, a Facebook post, an Instagram post, holding an Open House or "Coming Soon" post on Zillow, etc.

Accuracy of Information

50. Q: The property includes additional square footage that is not permitted. How do I show this on the MLS?

A: Place the actual and true square footage of the property into the MLS. The information on the MLS must be accurate and represent the actual bedroom count, bathroom count, and square footage found at the property.

Please keep in mind that if the actual square footage is different than what shows on the tax records, then it is advisable to enter in the Private Remarks section explaining the difference. This may help prevent reports of potentially inaccurate information. CRMLS may reach out to the listing agent for documentation to confirm information that is inconsistent with public sources such as tax records. CRMLS recommends having documentation to support any such information entered in the MLS.

51. Q: A parcel number has not yet been assigned to the property I am listing. How would I enter this on the MLS?

A: If an APN was not assigned to a property and cannot be located or established by county assessors, the APN used should be nine identical digits or in series (i.e. 000000000 or 123456789). Once the APN is assigned, it is the agent's and broker's responsibility to update the listing accordingly.

52. Q: What role does information contained in public records play in relation to the accuracy of information in my listing?

A: CRMLS encourages agents to check public records when entering information in to the MLS. While county records may contain inaccuracies, it is common for real estate professionals to report violations on a listing when listing information varies from public records. If there is evidence that the county public records are inaccurate or do not reflect the current state of the property, CRMLS encourages real estate professionals to work with the seller to get information corrected at the applicable county. Further, if there is a variance between public records and the actual state of the property, it is advisable that such issues be described and/or explained in the Agent Remarks field within the listing.

Property Types and Property Subtypes

53. Q: Can I enter my listing into multiple Property Types?

A: Yes. It is not a violation of the CRMLS Rules and Regulations to enter a listing into Matrix under more than one (1) Property Type so long as both Property Types are accurately depicting the property.

54. Q: I have a property in more than one property type, but it sold. What do I do with the other listings?

A: Once an offer is accepted on a property, one (1) listing must be changed to Pending or Active Under Contract. The other(s) will need to be changed to Withdrawn. Once the property sells, the Withdrawn listing(s) would then change to Cancelled. For example, a property entered in to both Residential and Residential Income and then sells to an owner occupier under Residential. The Residential Income listing would be changed to Withdrawn with the opening of escrow, and then modified to Cancelled once the property sells. The Residential listing would be changed to Closed, as per usual.

55. Q: How do I correctly determine the Property Subtype for my listed property?

A: The Property Subtype describes what is being offered for sale. It is the statement indicating what type of property the buyer will own upon close of escrow. It is typically the word a buyer or seller who is not a real estate professional would use to describe the type of property. This is the description that buyer's agents rely on to determine the properties that meet their buyer's specific requests. Under the concepts of broker cooperation, listing agents have a duty to properly categorize the Property Subtype so that buyer's agents do not pursue showing a property Subtype that fails to meet their buyer's instructions. This is also the description that will be sent out to syndication and IDX websites.

Property Location, Area, and Year Built

56. Q: What should I do if I cannot determine or select the right Area for my listing, or the Area choices are incomplete?

A: Areas are created and identified by the local Associations of Realtors and are required in the MLS to further identify the location of the listing. A listing agent must utilize the accurate area for all listings. If a listing agent is unable to identify or select the correct area, the agent should contact the local Association for assistance.

57. Q: I want my listing to state that the property is located in a specific city. To what extent am I allowed to make that choice?

A: If the property is located within the city limits of any city, you must identify the location of the property as being in that city. If the property is in an unincorporated area of a county, then CRMLS will accept a listing agent's choice of city where the choice is consistent with any of the following criteria: The property is served by a post office that identifies the chosen city; the property is located within a zip code for the chosen city, so long as the property is not within the limits of a different city; or, tax records show that the property is located within the chosen city.

58. Q: My listing property has been rebuilt. What can I enter in the "Year Built" field?

A: If the property has been replaced, even in stages, then the year that the property replacement was completed may be used as the Year Built. However, the stages of construction cannot stretch out for an unreasonable time. Additionally, the majority of the original structure must have been removed at the outset of the construction/remodel.

"Marketing"

59. Q. What is considered "Marketing"?

A: Per MLS Rule 7.9.1, "Marketing" is defined as any communication with persons outside your brokerage firm about a listed property that is for sale, and/or any form of advertising outside the brokerage firm, such as a "For Sale" sign, a flyer, a Facebook post, an Instagram post, holding an Open House or any "Coming Soon" advertising.

60. Q: Is my "For Sale" sign considered marketing?

A: Yes. Marketing consists of any communication with persons outside your brokerage firm about a listed property that is for sale, and/or any form of advertising outside the brokerage firm, such as a "For Sale" sign, a flyer, a Facebook post, an Instagram post, holding an Open House or "Coming Soon" post on Zillow, etc.

Property Descriptions and Public Remarks

61. Q: Can I include showing instructions in the Property Description field?

A: No. The property description field and any other public remarks field may not include information regarding showing instructions, open houses, agent or brokerage names, phone numbers, website addresses, email addresses, or compensation. The property description is to relate to the marketing, description and condition of the property only.

62. Q: Can I include my personal or contact information in the Property Description field?

A: No. The property description field and any other public remarks field may not include information regarding showing instructions, open houses, agent or brokerage names, phone numbers, website addresses, email addresses or compensation. The property description is to relate to the marketing, description and condition of the property only.

63. Q: What other limitations apply to the Public Remarks in the listing?

A: You may not include: information that may compromise the seller's or property's security, including but not limited to gate codes, lockbox information or combinations, or security codes; occupancy status; For Sale by

Owner information; open house information; or, any language or information that may violate fair housing or other applicable law.

For more information regarding legal issues related to public remarks, please refer to our Knowledgebase article located at: <https://kb.crmls.org/knowledgebase/fair-housing-keywords-and-phrases/>

Listing Agent is Principle

64. Q: I own an interest in the property I am listing. Do I still need a listing agreement to enter the property into the MLS?

A: Yes. Under Rule 8.1 of the CRMLS Rules and Regulations and as required by California law, all listings entered into the MLS must have a valid and complete listing agreement in place prior to submitting into the MLS. Please be aware of possible Errors & Omissions insurance issues that may limit coverage for an “unlisted” property.

Other Listing Entry Issues

65. Q: Can I cancel a listing and then relist the property as “new” in the MLS?

A: So long as all necessary documentation has been obtained and signed by the seller(s), a cancel and relist is allowed in the MLS. Failure to have all necessary documentation may result in the issuance of citations and the removal of the most recent listing from the MLS. Please be aware that while the Days in MLS (DIM) will reset, the Cumulative Days in MLS (CDIM) will still calculate the time in the MLS from the original listing’s entry date. CRMLS does not control how any portal or IDX websites decide to calculate their own Days on Market (DOM), Cumulative Days on Market (CDOM), DIM or CDIM on their site calculation.

66. Q: Can I enter a listing for comparable purposes only?

A: Yes. The agent must have written permission to report the sale, which is usually contained in an Exclusion Form or in a Single Party Compensation Agreement. The sale of the property must be entered in to the MLS within two (2) business days of the property closing escrow. All dates and other information submitted must be accurate and such information is subject to the same rules as any normal listing.

For a more detailed explanation of this process, please access our Knowledgebase article located at: <https://kb.crmls.org/knowledgebase/entering-a-listing-as-a-comparable/>

67. Q: I am a property manager. What do I need to have to list my managed properties in the MLS?

A: As with all listings entered in the MLS, you must have a valid listing agreement in place prior to entry. For property managers, if the right to list is expressly set forth in your property management agreement with the property owner(s), this should be sufficient. If you have questions or concerns regarding the sufficiency of your management agreement in this regard, please contact CRMLS Compliance prior to entering your listing.

68. Q: How do I list a timeshare for sale?

A: Timeshares can be entered in the MLS under the Residential property type and the sub-type of Timeshare. CRMLS cannot advise the agent which documents are required to list such property, however, a listing agreement of some kind must be provided if requested. The listing agent should be referred to their broker for additional assistance on what documentation is needed prior to submitting to the MLS. In addition, all information regarding the shared interest and dates for the timeshare should be included, though not required. A timeshare located outside of California cannot be entered in the MLS unless the listing agent holds a real estate license for the state in which the property is situated. If it is found that the listing agent only holds a real estate license for the state of California, the associated listing will be removed from the MLS.

Compensation and Pricing Issues

69. Q: Are all listings required to have a Selling Office Compensation entered?

A: All listings, other than Open Listings, require a unilateral unconditional offer of compensation. Failure to provide compensation or offering a conditional offer of compensation is a violation of CRMLS Rule 7.15. Failure to comply with this rule may result in the issuance of citations or the removal of the listing from the MLS.

70. Q: Can I place conditions on the amount of compensation offered?

A: No. The MLS requires an unconditional offer of compensation. Examples of impermissible “conditions” include but are not limited to: Offering different amounts based on the amount or timing of an offer; requiring a buyer’s agent to perform certain tasks during the transaction; requiring a buyer’s agent to accompany a buyer on the buyer’s first visit to a sales office; or, altering compensation amounts dependent on the identify of a brokerage or agent.

71. Q: Am I entitled to the compensation offered in a listing if I am a data share and reciprocal user?

A: Yes, data share and reciprocal users are granted the same status as direct CRMLS users when it comes to the compensation guarantee rules.

72. Q: Can I use “range” pricing?

A: If a listing is specified as a range price listing, the listing agent must enter a valid range for the list price consistent with the terms of the Listing Agreement. In all cases, the default list price shall be at the high end of the range and the low end of the range can be no less than 85% of the high-end price.

73. Q: I am an REO Broker and/or have a listing where my seller is requiring me to disclose, require, or otherwise address additional fees associated with offers or the sale of the property. What is permissible for me to place in the listing in this regard?

A: It is increasingly common for sellers to request that certain fees be paid in order to submit an offer or otherwise conclude a transaction. Rule 7.15 prohibits the inclusion of such fees in the MLS. Any fees that the seller wants to impose on a transaction must either be included in the calculation of the percentage or dollar amount of compensation that is offered to the buyer’s broker per Rule 7.15(d). Otherwise, such fees are considered the equivalent of any other “third party” fee (e.g. termite, inspection, etc.), and should be dealt with in the context of the negotiations between the parties. To be clear, the MLS does not allow for platform or “tech” type fees to be included in a listing.

Social Media and use of MLS information

74. Q: What are the rules regarding using social media to advertise properties?

A: The most important rule to keep in mind when using social media to advertise properties is that you must have the permission of the listing broker. If you are the listing broker, you may advertise at your discretion, provided that all applicable content rules are followed, such as those related to photos and false advertising issues. If you are not the listing broker, you must either have the listing broker’s express permission, or advertise in a manner that is “pre-approved” by the listing broker. The latter instance would include linking to compliant IDX websites or sources. Once you have permission, you must follow all applicable content rules. For more detailed questions, contact CRMLS Compliance.

Entering Listing as a Comparable

75. Q: A property was excluded for the entire listing agreement period. Can I still add a listing in the MLS as a comparable?

A: If an offer was accepted during the listing agreement period and closed escrow, the property may be entered in the MLS as a comparable but must be entered within 2 business days of the property closing escrow. Failure to submit the listing in the MLS in a timely manner will result in a violation of Rule 10.2 and the issuance of a citation and fine.

76. Q: I represented the buyer(s) and only have a Single Party Compensation Agreement. Can I still enter the property into the MLS as a comparable?

A: Yes. In accordance with Rule 10.2 of the CRMLS Rules and Regulations, if an agent wants to enter a property in the MLS for comparable purposes only and has obtained an effective Single Party Compensation Agreement, the agent/broker is free to do so. When entering the comparable sale in the MLS, all dates and other pertinent information must be accurate. In addition, the property must still be entered in the MLS within 2 business days of the property closing escrow and must include at least 1 exterior photograph of the property. An Agent who only represented the buyer must contact their local Association or Board after submitting the listing for further assistance.