

**NOVA SCOTIA REAL  
ESTATE COMMISSION**

# **ADVERTISING REQUIREMENTS**

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# INTRODUCTION

## The Nova Scotia Real Estate Commission

The Nova Scotia Real Estate Commission is the provincial regulatory body for real estate licensees. The Commission's mandate is to protect the public interest through effective regulation that promotes professionalism, ethical conduct, and integrity, which strengthens consumer trust and confidence in the real estate profession.

The Commission ensures consumer confidence in the real estate industry by setting entrance standards, issuing licences to brokerages and licensees, enforcing standards of practice required by the Nova Scotia Real Estate Trading Act (RETA or the Act), the Commission By-law, and the Policies, investigating and taking disciplinary action against licensees found in violation.

Advertising standards are imposed by provincial legislation through the Real Estate Trading Act, the By-law and by federal legislation through the Competition Act. If licensees fail to comply with these standards, the consequences can include fines, licence suspensions or revocations, additional mandatory education, in addition to, under the Competition Act, criminal or civil charges by the Competition Bureau.

## What Is Advertising

Advertising includes, but is not limited to for-sale or for commercial lease signage, television, social media platforms (Facebook, Instagram, X, YouTube, Kijiji, etc.), websites, email, billboards, vehicle or bus signage, signage in bus shelters, areas or other public places, print media (newspapers, brochures, flyers, mailers, Yellow Pages), sponsorship materials, promotional events, business cards, and any other promotional material in respect to trading in real estate as defined by the Act.

There are two main types of advertising in real estate:

1. Advertising a specific property that is for sale or commercial lease.
2. Advertising oneself as a licensee offering trading services. This can include activities like door knocking, distributing business cards, or following up on referral leads.

Essentially, anything a licensee says or does to promote their services for business purposes is considered advertising. Any communication with the public that could lead buyers or sellers to infer that the licensee is offering real estate services falls under the definition of advertising, whether it takes place through formal marketing or casual conversation.

## The Purpose of the Commission Advertising Requirements

Advertising is a key way licensees attract clients. Because consumers may rely on advertisements when choosing who to work with, all advertising must be truthful, accurate, and not misleading.

The three main things to consider to be compliant with the Advertising Requirements are:

1. To make sure it is clear who is offering the real estate services.
2. To make sure all advertising is truthful accurate, and not misleading.
3. That brokers are ultimately responsible for the advertising of their licensees.

The Advertising Requirements help licensees ensure their advertising is accurate, clear, and not misleading. It explains how the requirements in the Act and the By-law apply to advertising, identify practices that breach those rules, and provide best-practice guidance. The Advertising Requirements also inform the public about the advertising standards licensees must follow.

### **By-law 102**

**ADVERTISING** means any form of identification, promotion, solicitation, or representation made by or on behalf of a licensee relating to: real estate, a trade in real estate, or the provision of real estate services.

## Professional Conduct in Advertising

All advertising must reflect the professionalism and integrity expected of licensees. Advertising cannot be distasteful, inappropriate, immoral, obscene or scandalous and it must not bring the reputation of the profession into disrepute. Licensees are to ensure that all advertising maintains high standards and does not reflect negatively on their integrity, competence, or fitness to practice.

## The Competition Act

The Competition Act is a Canadian federal law governing competition in Canada, enforced and administered by the Competition Bureau—not the Nova Scotia Real Estate Commission. The Competition Act contains criminal and civil provisions to prevent anti-competitive practices and applies to anyone who sells goods or services in Canada, therefore includes real estate brokerages, licensees, boards, and associations.

Section 52 addresses false or misleading representations and deceptive marketing. Any claim that is materially (meaning it could influence a consumer's decision) false or misleading is prohibited. Courts consider both the “general impression” and the literal meaning of an ad, meaning liability can arise even without intent to mislead or actual harm. These rules apply to all advertising formats, and responsibility can extend to employees, agencies, and franchises.

If the literal meaning of an ad is clearly false, it also violates the Real Estate Trading Act.

# BROKER RESPONSIBILITY

## **Broker and managing associate broker's responsibilities**

### **By-law 702**

A broker or managing associate broker is responsible for: [...]

(i) reviewing and approving all advertising conducted by the brokerage and its licensees to ensure all advertising is in compliance with the Act, the Regulations, the By-law, and the Commission Policies;

## **Managing associate broker, associate broker and salesperson responsibilities**

### **By-law 704**

(a) A managing associate broker, associate broker or a salesperson is responsible for:

(iv) ensuring all their advertising complies with the Act, the Regulations, the By-law and the Commission Policies;

Licensees are responsible for knowing and following the rules for real estate advertising. However, brokers have a legal duty to supervise the activities of licensees, as they work under their broker and act on behalf of the brokerage.

Brokers must take all reasonable steps to ensure advertising complies with the Act and the By-law. This applies to the broker's own advertising and to any advertising created by their licensees, including personal websites, social media, and other platforms used to market real estate services. Ultimately, brokers are responsible for all advertising connected to their brokerage.

## **Broker Approvals**

Brokers are required to provide their licensees with clear and comprehensive written procedures. Licensees are expected to read, understand, and follow their broker's procedures.

## **Brokers Are Held Accountable**

Brokers are ultimately responsible and accountable for the conduct of the licensees at their brokerage, and can be charged and face disciplinary action for violations committed those licensees. This shared responsibility emphasizes the importance of oversight, training, and adherence to established procedures.

Brokers are also responsible for the conduct of any unlicensed person (such as unlicensed assistants of licensees) conducting work on behalf of their brokerage.

## **Brokerage Website Licensee Lists**

If a brokerage website includes a roster of its licensees, the broker must keep it up to date. The roster must only include licensees who are currently licensed and employed with the brokerage. Accurate lists help consumers make informed decisions, prevent confusion, and reduce the risk of harm from misleading information.

# BROKERAGE NAME

## **Brokerage names**

### **By-law 755**

- (a) The name of the brokerage that licensees use to trade in real estate is the name, exactly as it appears, on the licence issued to the brokerage.*
- (b) The name of the brokerage must be clearly and prominently displayed in all advertisements and promotions by the brokerage.*
- (c) The brokerage name/logo must be larger than any licensee name/logo or team name/logo or combination thereof in advertising.*

The brokerage name cannot be abbreviated or shortened just because it may seem more convenient for advertising purposes. For example, if a brokerage's full name is ABC Lakefront Realty Ltd., it is not compliant to just advertise using "ABC Lakefront" as the brokerage name.

## **Registrar Approval**

### **Signage**

#### **By-law 760**

- a) Licensees must have their for-sale and for-lease signage approved by the Registrar prior to use, in accordance with by-law 313(e).*
- b) A licensee must have a written agreement with a seller authorizing them to place a sign on a property designating it for sale, lease, development or exchange. The sign must be removed upon the request of the seller, the sale or lease of the property or the expiry of the agreement, whichever comes first.*
- c) Only one licensee may place a sign on a property designating it for sale, rent, lease, development or exchange, unless the owner provides written authorization to another licensee to also place a sign on the property.*
- d) A licensee must not place signage at their personal residence unless the location is licensed as a branch office.*
- e) A licensee must have the written authorization of a property owner to install signage promoting the services of the licensee on the property of the owner.*

The Registrar must approve all new brokerage signage (office and for-sale/ for-commercial-lease signage). To submit new signage for review, email the Registrar with "Brokerage Name/Signage for Approval" in the subject line and attach a digital copy of the signage. If a non-broker licensee requires approval for their signage, they must have the signage approved by the broker first, and then the broker will submit the approval request to the Registrar.

## Advertising the Name of the Brokerage

### Advertising

#### Real Estate Trading Act Section 28

1. No brokerage shall advertise a trade in real estate unless the advertising indicates the name of the brokerage as the advertiser.
2. Subject to subsection (1), no managing associate broker or salesperson shall advertise a trade in real estate unless the advertisement indicates the name of the brokerage for which the managing associate broker or salesperson is authorized to act.

Licensees must include the full name of their brokerage in all advertising. The full name means the entire name as it appears on the brokerage licence. The brokerage name cannot be abbreviated or shortened just because it seems more convenient for advertising purposes.

The Act and the By-law require the name of the brokerage to be clearly and prominently displayed in all advertisements and promotions by the brokerage. Additionally, the brokerage name/logo must be larger than any licensee name/logo or team name/logo or combination thereof in advertising. This is because representation agreements are legal contracts between consumers and brokerages, not between consumers and individual licensees. The consumer needs to know exactly who they are contracting for services and this applies to all forms of advertising.



### Brokerage Names: Do's & Don'ts

- Do:**
- Get Registrar approval for new brokerage names and signage.
  - Use the full name of the brokerage exactly as it appears on the brokerage licence.
  - Make the brokerage name/logo larger than the combined name/logo of a team individual licensee, or combination thereof in advertising.
- Don't:**
- Shorten or abbreviate the brokerage name in advertising (e.g., "ABC Lakefront" instead of "ABC Lakefront Realty Ltd.").
  - Bury the brokerage name at the bottom of a website.

# LICENSEE NAMES & NICKNAMES

## **Licensee names and nicknames**

### **By-law 756**

*(a) Subject to subsection (b), the name a broker, a managing associate broker, an associate broker, or a salesperson uses to trade in real estate is the name, exactly as it appears on the licence issued to the broker, managing associate broker, associate broker, or salesperson*

*(b) If a broker, a managing associate broker, an associate broker, or a salesperson has registered a nickname with the Commission to use in place of their first name they may use the nickname and their last name(s) to trade in real estate.*

*(c) If a broker, a managing associate broker, an associate broker, or a salesperson uses their name in advertising and promotion, the name used must be the name as specified in subsection (a) or (b).*

*(d) The name of the brokerage must be clearly and prominently displayed in all advertisements and promotions by a salesperson, an associate broker, a managing associate broker, or a broker.*

*(e) The brokerage name/logo must be larger than any licensee name logo or team name/logo or combination thereof in advertising.*

If an advertisement identifies a licensee, it must use the full name, exactly as it appears on the licence issued to the licensee.

## **Nicknames**

### **First Names Only**

If a licensee wants to use a name other than their legal first name, such as using Bob instead of their legal first name Robert, they must have the approval of the Registrar and register their nickname with the Commission. Nicknames are permitted for first names only.

### **No Nicknames for Last Names**

Nicknames cannot replace last names, including abbreviations or using only one last name if it is hyphenated. For example, if Robert's legal name is Robert MacDonald-Smith, he must use his full last name MacDonald-Smith, he cannot advertise as Robert MacDonald or Robert Smith. The only way a licensee can use a different last name is if they legally change their name.

## Legal Name Changes

### Notice of Changes

#### By-law 412

Brokers, managing associate brokers, associate brokers and salespeople must notify the Registrar in writing within five days of a:

- (a) change of their name; or
- (b) change of personal phone numbers, home address or email address.

If a licensee legally changes their name for any reason, including marriage or divorce, they are required to notify the Commission and provide a copy of their new government issued photo ID to the Commission. Licensees must then advertise using their new legal name.

## Licensee Names: Do's & Don'ts

### Do:

- Advertise using your full legal name as it appears on your licence.
- If you want to use a nickname for your first name, register it with the Commission.
- If you legally change your name, notify the Commission and provide a copy of your new government issued ID.

### Don't:

- Use unapproved nicknames.
- Omit, abbreviate or alter your last name, including dropping part of a hyphenated surname.
- Advertise under a different name unless it has been legally changed.



# REQUIREMENTS & RESTRICTIONS FOR ALL LICENSEES

## **Advertising requirements and restrictions**

### **By-law 758**

- a) A licensee must have a written agreement with a seller to advertise a property. The advertised price of the property must be as stated in the agreement.
- b) If real estate advertising includes an office address for the licensee, that address must be the address of the licensee's brokerage office or a licensed branch office.
- c) Any promotional material distributed, excluding novelty items, must contain a statement whereby it states that it is not intended to solicit a buyer or a seller under contract.
- d) Licensees must have written authorization to install a lockbox. The lockbox must be removed immediately upon the completion, termination, or expiry of the service agreement.

## **Before Advertising or Installing Signage**

Have a written agreement with the seller to advertise the property. If applicable, include only your licensed brokerage (or branch office) address. Have written permission to install a lockbox or promotional signage.

## **Promotional Material**

Must clearly state it is not intended to solicit a buyer or seller under contract. (Small novelty items, like pens or fridge magnets are exempt from this requirement.)

# BE CLEAR WHO IS PROVIDING REAL ESTATE SERVICES

The By-law requires licensees to ensure their brokerage name is clearly and prominently displayed in all advertising. The brokerage name/logo must be larger than any licensee name/logo or team name/logo or combination thereof in advertising.

## Audio Only Advertising

In the case of an advertisement that uses only audio, such as a radio ad, the name of the related brokerage must be clearly stated to fulfill the obligation of clear brokerage identification.

## Licensees Must Identify Themselves to Consumers

When interacting with or initiating contact with consumers in regards to trading, licensees must clearly identify themselves, state that they are licensed and disclose the name of their brokerage. Consumers must know who they are talking to and which brokerage that individual represents. For example, when making a phone call, a licensee should begin by saying, "Hello, this is Jane Smith, a licensed real estate salesperson with ABC Realty." Similarly, in emails or text messages, signatures should include the licensee's full name and brokerage information. In face-to-face situations, such as door knocking or open houses, licensees must introduce themselves and their brokerage right away.

## Advertising Another Licensee's Listing

Licensees must not advertise another licensee's listing without written permission from the seller and seller's brokerage. With permission, all ads must clearly identify the seller's brokerage. These rules ensure property advertisements are accurate, done with the necessary authorization, and clear to the public about which brokerage is listing the property.

An example of non-compliance is when a licensee posts a video online of themselves touring a property with their buyer client without first obtaining the seller's consent or identifying the seller's brokerage. The CREA IDX agreement complies with this requirement.

## Unlicensed Assistants

Any advertising that includes the name or photo of unlicensed assistants must identify them as being unlicensed.

## Territory Statement

The internet has no geographic boundaries so real estate advertising posted online are seen by people anywhere in the world. To help reduce the risk of unlawfully soliciting clients in areas where a licensee is not licensed to trade, the Commission recommends including the following statement on websites: "[licensee name] " is authorized to trade in real estate in the province of Nova Scotia."

## Internet and Social Media

The brokerage name/logo must be larger than any licensee name/logo or team name/logo or combination thereof in advertising. The full brokerage name must be clearly and prominently displayed on every page of a brokerage or licensee's website. If a licensee has their own website, their name must also be clearly displayed.

When using social media for business, the brokerage name must be easily identifiable. Licensees can achieve this by including the brokerage name either in each post or in the profile name, e.g., "Al B. Sure – ABC Lakefront Realty Ltd."

**ABC Lakefront Realty Ltd.**

**Al B. Sure - ABC Lakefront Realty Ltd.**  
0 followers • 0 following

Follow Search

Posts About Mentions Reviews Followers Photos More

**Intro**

Salesperson at ABC Lakefront Realty Ltd. Al B. Sure is authorized to trade in real estate in the province of Nova Scotia. "I'll be sure to close the deal!"

Page · Real Estate Agent

Sydney, Nova Scotia

+1 902-555-5555

Not yet rated (0 Reviews)

**Posts**

Al B. Sure - ABC Lakefront Realty Ltd.  
Just now

15 Good View Lane, Sydney  
List Price: \$249,000  
3 bed/1 bath/2.5 acres  
Perfect for enjoying peace, privacy, and plenty of space for gardening or outdoor fun. Priced at \$249,000, your new slice of tranquility awaits!  
Listed by ABC Lakefront Realty Ltd.

Al B. Sure - ABC Lakefront Realty Ltd. updated their profile picture.  
12m

# ENSURE YOUR ADVERTISING IS TRUTHFUL AND ACCURATE

## **Advertising Requirements and Restrictions**

### **By-law 759**

*A licensee must not engage in any advertising, promotion, or representation made to the public that is:*

- (a) false;*
- (b) inaccurate;*
- (c) reasonably capable of misleading the recipient or intended recipient;*
- (d) in bad taste;*
- (e) offensive or harmful to the best interests of the public or harmful to the image of real estate industry; or*
- (f) prohibited by law.*

## **Keep Information Up to Date**

Listing details must be accurate and kept up to date. If there are any changes to property information during the listing period, ensure they are reflected online immediately. Licensees must not advertise a property after a brokerage agreement expires or terminates, a listing is terminated or withdrawn, or after a transaction is successfully completed. This means the seller's licensee must immediately:

- Stop all services.
- Remove the listing from the MLS® and any brokerage/licensee websites.
- Remove any signs advertising the property.
- Remove any lockboxes.
- Stop advertising or promotion in all forms of media.

## Promises or Offers

### **Service and representation agreements**

#### **By-law 742**

- (a) Service and representation agreements must be in writing and a licensee must deliver to the client or the unrepresented party a true copy of the agreement upon its signing.*
- (b) Licensees must deliver a copy of the agreement to the licensee's brokerage as soon as possible after the agreement is entered into.*
- (c) Licensees must confirm that a seller has the authority to market and sell the property.*
- (d) A licensee must not knowingly make an inaccurate representation about services provided by the licensee or the licensee's brokerage.*
- (e) Any offer of services or other promises made to a client or unrepresented persons that are not contained in the standard wording of a brokerage agreement or an unrepresented acknowledgement form must be added, in writing, to the agreement/acknowledgement prior to execution.*

If a promise or offer is made in any advertising, any conditions or limitations must be clearly indicated and full written details of the terms, conditions or limitations of the promise or offer must be available. These details must be directly accessible to consumers and cannot be hidden behind multiple clicks, pop-ups, or complex navigation.

## **Use of Photo-Editing Software**

Photo-editing tools must be used carefully to avoid misleading property images. Minor edits, like removing a garbage bin or car, are allowed, but changing permanent features or misrepresenting the property is not.

## **Responsibility for Third Parties**

Licensees are fully responsible for any advertising created or distributed on their behalf, including work completed by third parties such as marketing agencies, photographers, social media managers, or administrative staff.

Contracting out advertising tasks does not shift accountability. If a third party produces or publishes non-compliant advertising on behalf of a licensee, the licensee remains responsible for compliance with advertising requirements and may face disciplinary action. It is essential that licensees provide clear direction, review all advertising materials before they are made public, and ensure that anyone acting on their behalf understands and adheres to the advertising requirements.

## **Use of Artificial Intelligence (AI)**

Licensees remain fully responsible for any content they use in advertising, including material generated by AI tools. Whether the content is original or AI-assisted, once it is shared or marketed, the licensee is responsible for ensuring it complies with all applicable rules and standards.

## False or Misleading Advertising

Advertising must be truthful and accurate. Licensees must never publish any advertising, in any format, that they know or ought to know is false or that could potentially mislead a consumer. Misleading ads harm consumers, damages trust, and hurts the reputation of the real estate industry.

### What is Misleading Advertising?

An ad is misleading if it makes a false or deceptive claim or if the overall impression could mislead a reasonable consumer. It doesn't matter if someone was actually misled, only that the ad is capable of misleading.

### Puffery vs. Factual Claims

Puffery is advertising claims that not meant to be taken seriously, not measurable, and not relied upon by consumers to make decisions. For example, claiming to be "the friendliest broker in the world" is acceptable, because the public generally understands that such statements (or exaggerations) are simply matters of opinion.

Factual claims, for example, "we sell every home in 60 days or less", must be accurate and provable.

### Causes of Misleading Advertising

1. Negligence: Wrong information provided by mistake, or not verifying the information (typo in MLA/TLA to say 2,500 instead of 1,500).
2. Incompetence: Incorrect information due to lack of knowledge or skill (including the built in garage in the MLA).
3. Recklessness: Using unverified or outdated information without checking (reusing old listing data). If unverified info is used, it must be clearly stated
4. Intentional Misrepresentation: Knowingly providing false information or withholding key facts (advertising a straight pipe as a septic system).

## Terms and Conditions

Licensees can use "terms and conditions apply" when space is limited, but only if:

- It's clearly stated that conditions exist.
- The conditions are reasonable and expected by consumers ("not valid for existing listings").
- The conditions do not substantially change what is being offered.

If conditions do substantially change the offer, they must be fully disclosed in the ad. These details must be directly accessible to consumers and cannot be hidden behind multiple clicks, pop-ups, or complex navigation. Using "terms and conditions apply" without space limitations may be considered misleading.

## Claims, Awards, and Credentials

Licensees may advertise performance claims, business volume, awards, honors, affiliations, professional designations, or education/training only if the representations being made in the advertisement are accurate, verifiable and from a valid source. Any claims about performance, awards, or internal corporate/franchise titles (e.g., "Chairman's Club") must include the source, date, and qualifying details or be clearly available upon request.

Memberships, designations, and affiliations may only be listed if current and in good standing, and degrees or recognized training must be completed and verifiable. All information must be truthful and transparent to avoid misleading consumers.

## Specialties

If a licensee advertises themselves as a "specialist" or "expert" in any area of real estate, they must be able to substantiate the claim with appropriate credentials, such as accredited education from CREA or another recognized authority. The supporting information must be clearly explained in the advertising or available upon request.

The Commission will consider a licensee's self-advertised specialty or expertise when reviewing any related complaints or disciplinary matters and will hold that licensee to a higher standard if the matter relates to their advertise specialty or expertise. Failure to provide proof of credentials for claimed specialties may result in additional disciplinary action.

## Comparative Advertising

Comparative ads can help consumers make informed choices, but they must be clear, accurate, and supported by facts. Vague or unsubstantiated claims can mislead so only make comparisons that are specific, truthful, and supported by evidence.

Examples of misleading comparisons:

- "Our client saved \$3,000 in commissions." Without stating the original commission rate or service differences, this is misleading. A clearer version would be: "Our client saved \$3,000 based on a 6% commission rate. Rates vary - there is no fixed rate."
- "Our agency sells more houses than anyone else." Misleading unless you specify where and under what system ("We sell more houses through the MLS® System than anyone else in Truro.").
- "XYZ charges 8%, we charge 6%. Who will you choose?" Licensees must be able to prove this claim if challenged.

## Advertising Years of Experience

Licensees can advertise their years of experience in real estate, but only if the claim is true and provable. Experience in related fields such as home construction must not be counted as years of real estate trading experience.

Licensees can only advertise their individual years of experience, so teams or brokerages cannot advertise combined years of experience ("Team Bob has 46 combined years of experience") because it may mislead consumers about any individual licensee's actual experience.

# INCENTIVES & INDUCEMENTS

## **By-law 145**

**INCENTIVE** means anything that is advertised, communicated or offered by a brokerage or a licensee to the public or a person for the purpose of attracting business to the brokerage or the licensee and includes a promise, good, service, game of chance or anything else of value in exchange for doing business with the brokerage or the licensee.

## **By-law 147**

**INDUCEMENT** means anything that is offered or provided by a licensee to a party to a real estate transaction and is intended to either assist or cause that party to complete a real estate transaction.

## **Incentives, inducements, and remuneration sharing**

### **By-law 771**

An incentive or an inducement may be in the form of a remuneration rebate, provided the rebate is being made to a party to the transaction.

An associate broker or salesperson must not, directly or indirectly, provide an incentive or inducement unless the details of the incentive or inducement are provided in writing and the broker or managing associate broker has provided written approval

An incentive that is directly or indirectly advertised, communicated, or offered to any person must include the details of the incentive and any terms or conditions to which it is subject. The details, terms, and conditions of the incentive must be provided in writing prior to the signing of any contract, acknowledgement, or agreement.

A licensee may give a gift to a client, an unrepresented party, or any other person provided the gift is not an incentive, an inducement, a referral fee or remuneration sharing.

Incentives, as defined in by-law 145, can be brokerage wide or can be offered by individual licensees, but they must have the written permission of their broker (or managing associate broker appointed with the responsibility or authority to approve) to offer the incentive.

Real estate licensees can use incentives to attract clients. Examples include:

- Covering the cost of home staging for sellers
- Offering a gift card (e.g., to a home improvement store) upon closing
- Offering a gift like electronic device, furniture or appliance upon closing
- Charitable donations tied to each sale (e.g., \$500 to a local charity of the client's choice)
- Moving services or packing supplies included with the transaction
- Remuneration or rebate programs

Licensees who advertise an incentive must include the details of the incentive and any terms or conditions to which it is subject. The details, terms, and conditions of the incentive must be provided in writing prior to the signing of any contract, acknowledgement, or agreement. Any incentives offered to a client or unrepresented party that are not contained in the standard wording of a brokerage agreement or an unrepresented party acknowledgement form must be added, in writing, to the agreement/acknowledgement prior to execution.

## **Broker Discretion and Responsibility**

The decision of whether and what type of incentives licensees can offer is at the discretion of their broker (or managing associate broker appointed with the responsibility or authority to approve). However, brokers must be aware that if the licensee fails to fulfill their commitment of delivering an incentive to an eligible consumer, the broker must do so.

## **Fulfilling Incentives**

Incentives (cash, gift cards, appliances, etc.) valued above \$500 are considered a remuneration rebate, and must be paid out by the brokerage, not the individual licensee. Remuneration rebates can only be given to someone who is a party to the transaction.

Incentives valued under \$500, can be paid out by either the licensee directly or the brokerage.

## **Performance Guarantees**

Brokerages can advertise performance guarantees, such as reducing commission if the property is not sold within 90 days. This type of guarantee must clearly indicate what the consequence will be if the desired performance is not attained and the guarantee becomes applicable. If conditions are attached, the essential conditions must appear in the ad. Other conditions must be available upon request. This guarantee must be identified in the brokerage agreement.

# ADVERTISING PROPERTIES AFTER THEY ARE SOLD

Licensees must have the proper permissions before advertising a property as sold (conditions unrelated to title have been met). Permissions must be in writing and must include an expiration date.

## **Seller's Licensee**

To advertise a property as sold, the seller's licensee needs their seller's written permission. If advertising after closing, the seller's licensee also needs the buyer's written permission as they are the new owner.

## **Buyer's Licensee**

The buyer's licensee requires written permission from their buyer, the seller, and the seller's licensee. The ad also needs a clear statement that they represented the buyer in the transaction.

## **Handling Historical Property Posts on Social Media**

Posts made on social media while a property was actively listed are considered historical information once the property is sold. Licensees are not required to remove these posts from social media, provided they are not reposted after the sale. But if a party to the transaction requests removal of a post, the brokerage must remove it.

# Team Advertising

## **Team composition**

### **By-law 761**

(a) A team is two or more licensees who are licensed with the same brokerage, including licensed assistants, who:

- (i) work together to provide real estate brokerage services;
- (ii) represent themselves to the public as being part of one team; and
- (iii) designate themselves by a collective name, such as team or group.

(b) A team member belongs to one team only and does not provide real estate services independently of the team.

## **Team advertising/identification**

### **By-law 763**

(a) Teams must not engage in any advertising, promotion, or representation made to the public that makes it appear as if:

- (i) the team is a brokerage, including any branch office signage;
- (ii) unlicensed persons are members of the team, unless identified as unlicensed; or
- (iii) the team is a business or company with a corporate structure, regardless of corporate registrations.

(b) Teams must clearly and prominently display the brokerage name in all advertising, promotions, or representations made to the public in such a manner that no recipient or intended recipient would reasonably believe that the team is a brokerage.

Licensees must comply with by-law 761, the definition of a team, to advertise as a team. Teams are not licensed entities. Teams are not real estate brokerages. Consumers enter into representation agreements with real estate brokerages, not teams, therefore it needs to be clear in all team advertising that the team is working on behalf of the brokerage.

There is a greater risk of consumers confusing a team with a real estate brokerage. Therefore, the brokerage name must be prominently displayed and must be easily readable in relation to the rest of the advertisement. Teams can include their team name/logo in advertising but the team name/logo cannot be bigger than the brokerage name/logo.

## **Unlicensed Assistants**

Any advertising that includes the name or photo of unlicensed assistants must identify them as being unlicensed. Teams are comprised of two or more licensees who are licensed with the same brokerage. A single licensee and an unlicensed assistant are not a team and cannot advertise as such, because only the licensee is authorized to trade in real estate.

## **Cannot Advertise Combined Years of Experience**

Teams cannot advertise combined years of experience (e.g., "Team Bob has 46 combined years of experience") because it may mislead consumers about any individual member's actual experience."



## Team Alpha - ABC Lakefront Realty Ltd.

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### Intro

Team Alpha is a real estate team at ABC Lakefront Realty Ltd. Samantha Doyle, Kendra Blake and Evan Mercer are authorized to trade in real estate in the province of Nova Scotia. \*Noah Grant is unlicensed and unauthorized to trade.

Page • Real Estate Agent

Sydney, Nova Scotia

+1 902-555-5555

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Team Alpha - ABC Lakefront Realty Ltd.

October 17 at 7:27 PM

📍 15 Good View Lane, Sydney

🏠 List Price: \$249,000

🏡 3 bed/1 bath/2.5 acres

Perfect for enjoying peace, privacy, and plenty of space for gardening or outdoor fun. Priced at \$249,000, your new slice of tranquility awaits! Listed by ABC Lakefront Realty Ltd.

### Photos

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# ABC Lakefront Realty Ltd.



MEET

## TEAM ALPHA

A real estate team with ABC Lakefront Realty Ltd. Now serving Sydney, Cape Breton and surrounding areas.

[VIEW LISTINGS](#)

### ABOUT TEAM ALPHA



Samantha Doyle,  
Salesperson



Evan Mercer,  
Salesperson



Kendra Blake,  
Managing  
Associate Broker



Noah Grant,  
Unlicensed  
Assistant

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POWERED BY



# UNLICENSED ADVERTISING

## Removing Advertising If No Longer Licensed

If an individual's real estate licence is terminated, canceled, or suspended, either voluntarily or by the Commission, the individual must immediately stop all trading activity, including advertising, as it is considered trading as defined in the Act. Without a licence, the individual must cease/remove all advertising, including signage and any websites and/or social media accounts used for business purposes.

## Broker Responsibility

The broker is responsible for ensuring that an individual who ceases to be licensed with the brokerage is removed from any advertisement, including if applicable, the brokerage's website roster of licensees. The broker must follow up with the individual to ensure all advertising is removed without delay and appoint a replacement to take over the individual's brokerage contracts.

## Non-Trading Activities & Why Knowing The Difference Is Important

Trading in real estate, as defined by the Act, does not include:

- property management;
- residential leasing;
- facilitating construction of a dwelling on land already owned by the buyer;
- the purchase or sale of mini/mobile homes without land;
- the lease, purchase or sale of businesses without land; or
- the lease, purchase or sale of assets without land.

Use of Commission forms for unlicensed trading services is prohibited.

Licensees are not prohibited from participating in non-trading activities/services, but when advertising or providing such services, a licensee must clearly disclose to consumers:

- The services are outside the scope of trading in real estate are not being promoted or conducted as part of the brokerage's real estate trading services of the brokerage.
- The consumer protections administered by the NSREC do not apply, including regulatory oversight, Errors and Omissions Insurance, and the Real Estate Recovery Fund.

This applies to any advertising/promotion including, but not limited to websites (both brokerage and/or individual licensee), social media, billboards, etc. Failure by the brokerage/licensee to make adequate disclosure in this regard constitutes misleading advertising.