

# DISCIPLINARY News

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## THE COMPLAINT PROCESS

The Nova Scotia Real Estate Commission (the Commission) is responsible for the administration of the Real Estate Trading Act and their Bylaw. Part of that responsibility is dealing with complaints about a brokerage or an industry member and administering penalties when necessary. You will notice as you read on that while two industry members may be charged with the same violation, the penalties may be different. This is because the Commission deals with each case individually as each investigation is distinct and often complicated in its own way.

Each case also goes through several levels of procedure. For your information, when a complaint is made that warrants a full investigation, the following steps are taken;

1. A full, written complaint is made to the Commission and the Registrar initiates an investigation. He may also do this on his own accord should he deem it necessary.
2. Notification that an investigation has been opened is sent to the respondent industry member and corresponding broker, if applicable, along with a copy of the complaint and directions on how to reply.
3. The Commission's Compliance Investigator requests statements and supporting evidence from all parties involved. Others may also be contacted for statements or information if required.
4. Upon completion, the investigation report is turned over to the Registrar for his decision.
5. The Registrar's decision is reviewed by the Complaints Review Committee, who may accept, reject or make recommendations to amend the decision.
6. Notification of the Registrar's decision and proposed settlement agreement is sent out to the respondent and their broker, if applicable.
  - 6a. If the industry member accepts the proposed settlement agreement, the industry member must satisfy the imposed penalty.
  - 6b. If the industry member does not agree with the proposed settlement agreement, the matter is referred to the Discipline Committee.

If an investigation is referred to the Discipline Committee, a panel is appointed and a formal hearing will make a final decision on the matter.

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## WHAT IS THE COMPLAINTS REVIEW COMMITTEE?

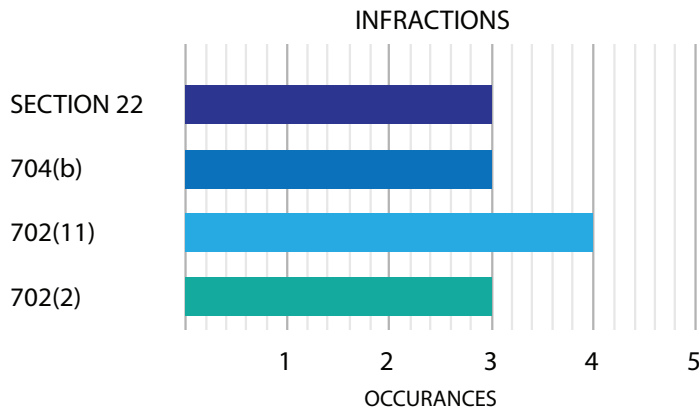
The **Complaints Review Committee** (CRC) is comprised of volunteer members of the industry and public from across the province.

The role of the CRC is to:

- Review all of the Registrar's complaint decisions
- Review and approve, amend, or dismiss all proposed settlement agreements
- Make recommendations to the Commission Board of Directors on conduct and trade practices and standards of business practice
- Hear requests for review of the Registrar's decision to dismiss a complaint

# IN THIS QUARTER

The two graphs below illustrate the top four violations and total penalties approved by the Complaints Review Committee and settled with the industry member since the previous disciplinary newsletter.



The above graph illustrates the top four Commission Bylaws and sections of the Real Estate Trading Act that industry members violated.

Reviewing the above chart on industry member violations, the top four infractions are:

**Section 22 of the Real Estate Trading Act**, which addresses unprofessional conduct and what constitutes such;

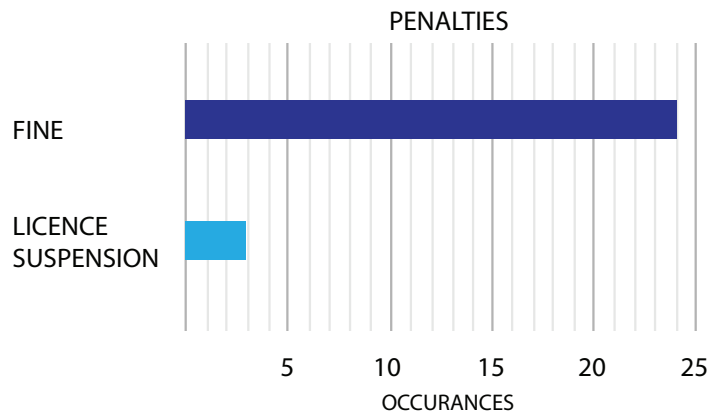
**Bylaw 704(b)**, which addresses the broker's (or managing associate broker) responsibility to review all advertising to ensure compliance with the Act, the Bylaw, the Regulations and the Commission's Policies and Procedures;

**Bylaw 702, Article 11**, which addresses the requirement for all real estate transaction agreements are to be in writing in clear and understandable language, expressing the specific terms, conditions, obligations and commitments of the parties to the agreement. It also states that a copy of each final agreement must be provided to each party upon their signing or initialing, and shall be dealt with in accordance with the instructions of the parties involved.

Finally, **Bylaw 702, Article 2** speaks to the requirement for industry members to protect and promote the interests of their clients.

Each of these requirements are integral to maintaining a functional and reliable real estate industry for Nova Scotians and it is important to understand the seriousness of failing to abide by the Act, Bylaw or Regulations and how that may impact the public's trust in the industry.

The Nova Scotia Real Estate Trading Act describes unprofessional conduct as actions that are harmful to the best interests of the public, licensed persons or the Commission; fraudulent; a breach of the Act, the Regulations or the Bylaws or any terms or restrictions to which a licence is subject; or a failure to comply with an order of the Discipline Committee.



The above graph illustrates the quantities of the two types of penalties that industry members were given for the violations.

Unprofessional conduct can arise in many different situations, and complaints of this nature are taken incredibly seriously and investigated appropriately.

Industry members often take on the task to create their own advertising which is subject to the broker's approval. The responsibility for ensuring advertising complies ultimately falls with the broker, and so it is crucial for them review all advertisements for accuracy and compliance.

The Commission's Bylaw requires that all offers be presented in writing. If an industry member is representing a buyer, the industry member must tell the buyer that they cannot engage in verbal offers. Likewise, if an industry member is representing a seller and a verbal offer is conveyed by the buyer's industry member, the seller must be told what was offered and the buyer's industry member must be asked to put the offer in writing.

Failing to protect and promote the client's interests can also be applicable in a variety of scenarios. It is important for industry members to be conscious of their conduct at all times and how that affects their client. Remember that this obligation does not relieve the industry member of dealing fairly with all parties to the transaction.

The chart above clearly indicates that since the December 2013 issue, fines make up over 85% of the penalties. It is important to remember a fine of over \$500 results in the industry member's name and brokerage being listed for one year in the Commission's discipline newsletter.

# INVESTIGATIONS

The following cases are provided as learning opportunities for the industry and to highlight the consequences when a consumer's best interests are not protected. The following cases do not cover all the complaints investigated by the Commission, but are representative of the more serious and consistent issues.

## CASE #1 • Unprofessional Conduct & Investigation Interference

The Commission received a complaint against a licensed salesperson alleging that they acted inappropriately towards the complainant by asking personal questions and physically touching the complainant at an open house.

The allegations stemmed from an open house held by the complainant where a salesperson brought clients in to view the home. While the clients were downstairs viewing the basement, the complainant alleged that, under the pretense of staying upstairs to talk about heating costs, the salesperson touched them multiple times on the arm, made inappropriate comments about their appearance and asked personal questions about their family, making the complainant uncomfortable.

The complainant also alleged that following the showing, the salesperson left their cell phone behind with the intention to return for it once their clients were gone. The complainant immediately asked a friend to come to the house so that they felt safer and alleged that when the salesperson returned for the cell phone and saw the friend they became uneasy and left quickly.

Through the investigation on these allegations and given the statements by the complainant and their broker, the evidence supported the allegation that salesperson acted unprofessionally and inappropriately towards the complainant.

The salesperson was charged with violating Section 22(1)(a) of the Real Estate Trading Act for inappropriate and unprofessional behaviour; and Bylaw 840, for interfering with the investigation.

### PENALTY

The salesperson was suspended for violating Section 22 of the Real Estate Trading Act and fined \$500 for violating Bylaw 840.

## CASE #2 • Unprofessional Conduct

The Commission received a complaint in regards to alleged inappropriate behavior of a salesperson at a listed condo. The allegations were that the buyer's salesperson was engaging in a sexual act with their client in the subject property, which was interrupted when a salesperson of the listing brokerage entered the unit to leave a master key for the salesperson.

Upon receipt of this complaint, the Commission opened an investigation into the alleged incident. In initial communication with the salesperson, he denied the validity of the complaint and downplayed the allegations.

The evidence uncovered in the investigation was found to support the allegations against the buyer's salesperson that they acted unprofessionally by having indulged in a sexual encounter with their buyer at the property.

The salesperson was charged with violating Section 22 of the Real Estate Trading Act, and Bylaw 816, for attempting to mislead the Commission's Compliance Investigator during the course of the investigation.

### PENALTY

A salesperson was fined \$5,000 and given a six-month suspension for violating Section 22 of the Real Estate Trading Act. He was additionally fined \$750 for violating Bylaw 816.

### CASE #3 • Misleading Advertising

The Commission received a copy of an MLS® cut sheet that showed a listing salesperson as representing the brokerage where they were formerly licensed.

The investigation found that the evidence supported that the industry member had left the listing brokerage, but the sellers were unavailable to have the listing assigned to the salesperson's new brokerage when the transition was made. The broker opted to leave the industry member information on the MLS® listing as is until the seller was available to sign an assignment of brokerage agreement. The evidence revealed that while the broker is responsible for ensuring that all advertising is compliant with the Real Estate Trading Act, Bylaws and Regulations, that did not occur.

### CASE #4 • Poor Paperwork Management

The Commission received a complaint against a listing salesperson and their brokerage. The complainant alleged that their salesperson did not provide them with a true copy of their seller brokerage agreement at the time of signing, that the brokerage charged them \$500 to cancel their listing, that both the salesperson and broker were rude and unprofessional to them, and that they refused to display their new listing (with another brokerage) on their website even though the \$500 was paid.

The Commission investigated the allegations and found that the listing salesperson did not provide a true copy of the seller brokerage agreement, an oversight that was noticed when the seller contacted their salesperson about cancelling the agreement.

In their investigation, however, the Commission did not find sufficient evidence to support the allegations that the salesperson or the brokerage acted unprofessionally when the sellers wanted to terminate their contract.

The broker was charged with violating Bylaw 704(b), for failing to review all advertising to ensure compliance with the Act, the Bylaw and the Policies & Procedures.

#### PENALTY

The broker was fined \$400 for violating Bylaw 704(b).

The salesperson was charged with violating Bylaw 702, Article 11, for not providing the sellers with a true copy of the seller brokerage agreement upon their signing.

#### PENALTY

The salesperson was fined \$400 for violating Bylaw 702, Article 11.

## WHAT SHOULD I DO IF I AM UNDER INVESTIGATION?

If you are notified of an investigation, take the following steps to ensure all relevant information and documents are preserved for the duration of the investigative process;

- (1) Prepare a written statement of events in your own words, date it and retain it for future reference,
- (2) keep day-timers, diaries, notebooks and so on, which contain information relevant to the matter under investigation,
- (3) keep all other records that may be relevant (for example, documents, notes, reports, correspondence, emails, telephone bills, cell phone records, bank statements, copies of cancelled cheques).

The salesperson was charged with violating Bylaw 705(b), stating that you may only trade real estate in the name of the brokerage with which you are licensed.

The broker was charged with violating Bylaw 704(b), for not reviewing all advertising and ensuring compliance with Commission Bylaw.

#### PENALTY

The salesperson was fined \$400 for violating Bylaw 705(b).

The broker was fined \$500 for violating Bylaw 704(b).

### CASE #5 • Advertising before Licence Transfer is Completed

The Commission received information that a licensed salesperson had posted an advertisement on their Facebook page, introducing themselves as a new salesperson under a new brokerage, prior to the Commission granting them a new licence with the new brokerage. The ad was then shared by another salesperson within the brokerage and commented on by the broker, who welcomed the salesperson to the brokerage.

Upon investigating the allegations, the Commission found that the salesperson's advertising was publicly posted prior to their termination and reinstatement paperwork being processed. The broker of the salesperson's new brokerage also publicly commented on the social media post prior to the paperwork being processed.



## CASE #6 • Misleading the Public & Using Unapproved Signage

The Commission was notified about the use of a salesperson's "For Sale" sign on a property that was not approved by the Registrar.

The Commission contacted the broker and instructed them to have the salesperson remove their sign as it had not been approved by the Commission and was deemed to be misleading. Nearly a month after the Commission's initial contact with the broker, the sign remained on the subject property. At that point in time, the Registrar initiated an investigation into the matter.

The salesperson had then requested the sign be approved, which was denied. Following this notification, the sign remained on the property.

Through the investigation, the Commission concluded that the evidence supported the allegations that the salesperson used an unapproved "For Sale" sign and did not remove the sign when instructed to do so by the Commission. The evidence also supported that the broker approved this sign and did not communicate to salesperson that they were to discontinue using the sign when instructed to do so by the Commission. Finally, the broker did not take steps to discontinue the use of the sign after it was expressly not approved by the Registrar.

The salesperson was charged with violating Bylaw 708(a)(iii), for misleading the public through advertising.

The broker was charged with violating Bylaw 704(b), for approving signage that required the approval of the Registrar.

### PENALTY

The salesperson was fined \$400 for violating Bylaw 708(a)(iii).

The broker was fined \$500 for violating Bylaw 704(b).

## CASE #7 • Poor Paperwork & Failure to Review Agreements

The Commission received a complaint from a couple who alleged that their salesperson, along with the salesperson representing the seller of the home they purchased, concocted a false competing offer resulting in them overpaying for their property. They also alleged that their salesperson did not act in their best interest by rushing the offer process and misinforming them about the potential costs of repairs.

The complainants alleged that when considering placing an offer on the property, their salesperson moved as quickly as possible through paperwork in an attempt to confuse them. When their salesperson contacted the seller's salesperson to indicate that an offer could be coming in from their client, they were informed that another offer was expected to be presented the following day. Following a second viewing, the complainants made their offer on the property and alleged that their salesperson expressed clear disapproval of their offer price. The following day, the salesperson informed the buyers that the other offer was rejected and that theirs was now the only offer standing.

The complainants further alleged that the salesperson provided them with false or misleading information regarding a deeded access through the property. Specifically, the seller assured the buyers that a right-of-way across the property was "nothing to worry about" and allegedly the buyers found out otherwise after the fact.

Finally, the complainants alleged that on numerous occasions the buyer's salesperson contacted third parties on their behalf without their consent, including acquiring a repair quote for insurability purposes. The quote, which was used to prepare an amendment to the APS, turned out to be four times less than the actual cost.

The Commission opened an investigation but found no evidence that supported any allegations of the complainant. However, the Commission did uncover several violations respecting paperwork and due diligence, including that the buyer's salesperson did not give the buyers a true copy of their buyer designated brokerage agreement.

According to the salesperson, the offer was verbally extended with the permission of the seller, which is also a violation of the Commission Bylaw.

The buyer's salesperson was charged with violating Bylaw 702, Article 11, for not providing the complainants with a true copy of their buyer agency agreement at the time of signing.

The buyer's salesperson's broker was charged with violating Bylaw 704(a), for failing to review the buyer designated brokerage agreement and the seller designated brokerage agreement for correctness.

### PENALTY

The buyer's salesperson was fined \$500 for violating Bylaw 702, Article 11.

The buyer's salesperson's broker was fined \$500 for violating Bylaw 704(a).

## CASE #8 • Unprofessional Conduct

The Commission received a complaint from a seller against a broker. The seller had a mere posting agreement and the accused broker represented a buyer. The mere posting agreement indicated that the seller was willing to negotiate with a buyer's salesperson though their terms were not specifically defined. Following a property viewing arranged with the broker, the seller was presented with an offer from the broker's buyer.

Through the course of the transaction there were multiple time lapses, with communication and technical difficulties on either end. According to the complainant, the communication challenges were mostly with the broker and resulted in prolonging the signing of paperwork. Following two offers and two counter-offers, the parties came to an agreement on a price and the broker sent the seller a new APS to sign. Prior to signing, the seller called the broker asking where the brokerage fees were to be addressed, as they did not see any indication on the agreement of purchase and sale. The broker sent the seller a blank fee agreement and suggested that they fill in what they were "comfortable" paying.

The complainant filled in the fee agreement with an amount they felt was fair. They alleged that the broker was unhappy with the proposed commission amount and proceeded to pressure the seller to increase the commission via personal and emotionally charged text messages. The seller ultimately cut off communication with the broker and referred all messages to their lawyer. The broker subsequently forwarded another unsigned fee agreement with their own remuneration fee agreement of 1.87500% to the seller's lawyer. This led the complainant to contact the brokerage where they had their mere posting, and was advised to contact their lawyer and the Commission.

The complainant's lawyer advised the complainant to cease all communication with the broker related to a new fee agreement and contacted the broker, indicating that the proposed new fee agreement is invalid as one already existed. Neither fee agreement was signed by all parties.

Upon investigation, the Commission found that evidence in this case supported that the broker did not establish or document their fee prior to presenting an offer for their clients. It is the view of the Commission that the broker ought to have established a fee up front (with the complainant and the buyer) before proceeding with representing the buyers in this transaction. No charges were recommended for this action. The evidence supports that the accused's conduct was unprofessional following the complainant's suggested remuneration. The comments made to the complainant include threatening and emotionally charged language.

Through the investigation and subsequent review of contracts, discrepancies were found in the agency section of the agreement of purchase and sale, the acceptance date and the clause stipulating the seller agrees to pay the commission or fee stipulated in the brokerage agreement, of which there was none.

## CASE #9 • Advertising before Licence Transfer is Completed

The Commission received a complaint about advertising by a salesperson who listed themselves on their personal website and Facebook page as a salesperson for the brokerage they were moving to, when their licence was still with their former brokerage. When the Commission investigated, it was determined that the salesperson was in violation of the Commission Bylaw 705(b).

The broker received one charge for violation of Bylaw 702, Article 35, for unprofessional conduct; and an additional charge for violating of Bylaw 702, Article 11, for effecting a verbal offer.

### PENALTY

The broker was fined \$500 for violating Bylaw 702, Article 35; and \$500 for violating Bylaw 702, Article 11.

The salesperson was charged with violating Bylaw 705(b), which states that you may only trade real estate in the name of the brokerage with which you are licensed.

### PENALTY

The salesperson was fined \$400 for violating Bylaw 705(b).

## CASE #10 • Failure to Protect the Client's Interests

The Commission received a complaint from a seller alleging that they were being personally contacted multiple times by a managing associate broker representing the buyers of their property, allegedly that the associate broker influenced a \$600 bill for a professional cleaner in order to proceed with closing.

The complainant claimed to have been initially contacted by a managing associate broker inquiring if they would be interested in a 24 hour listing as there was an interested buyer. The complainant believed that their listing contract to their brokerage was not expiring for a few days and advised the managing associate broker to contact their industry member. The complainant was allegedly advised not to tell anyone that the two of them had been in contact.

Upon re-listing the property with their original industry member and finalizing the transaction with the managing associate broker's buyer, the complainant alleged that the managing associate broker had contacted them two more times; once to schedule the final inspection (which the listing industry member had already done), and a second time by approaching the seller with concerns respecting the cleanliness of the home and the condition of the mouldings upon the final walkthrough. The managing associate broker allegedly told the complainant that the buyer wouldn't close if the house was not cleaned to their standard. The complainant didn't contact their industry member and instead, in interest of closing the deal and without the proper procedural knowledge, agreed to pay a professional cleaner \$600 to clean the house.

Upon retelling the events to the complainant's salesperson, who relayed the information to their broker, the broker advised the complainant that the managing associate broker had broken a major procedural rule by initiating any form of contact with the seller and that the complainant's lawyer should be made aware of what had happened.

Through the investigation, the Commission concluded that at the time of the first contact from the managing associate broker, the complainant's listing with their brokerage had expired and the house was no longer listed. The second and third instances were following the renewal of the contract, and were in violation of Bylaw 702, Article 28. The managing associate broker should not have approached the complainant, and there were steps that this industry member ought to have taken, including; contacting the sellers' industry member, their client and their client's lawyer. Further, the agreement of purchase and sale did not indicate that their client wanted the house to be clean at closing. The managing associate broker did not protect and promote their client's best interest in this matter by neglecting to include a clause in the agreement of purchase and sale indicating the standard of cleanliness for closing day and a requirement for a professional cleaning.

The managing associate broker was charged with violating Bylaw 702 Article 2, for not protecting and promoting the interests of their client, and for violating Bylaw 702, Article 28, for contacting the client of another brokerage.

### PENALTY

The managing associate broker was fined \$500 for violating Bylaw 702, Article 2, and \$500 for violating Bylaw 702, Article 28.

## REVIEWING ADVERTISING MATTERS

In **Case #9**, the salesperson was listed as the brokerage representative for two properties under their former brokerage. While at first glance this may seem to be the sole responsibility of the salesperson to correct, it is ultimately the responsibility of the broker to review all advertising for salespeople in their brokerage to ensure advertising requirements are met. This is detailed in Bylaw 704(b);

*A broker or managing associate broker shall be responsible for reviewing all advertising to ensure compliance with the Act, the*

*Regulations, the Bylaw and the Policies and Procedures.*

When leaving or changing brokerages, you must change all advertising immediately upon termination, both so that you comply with the Act, Bylaw and Regulations, and in order to maintain correct contact info that your clients can rely on. This includes any listings on the MLS®, brokerage website, your personal industry member site and any social media pages that link to your former listings.

## HANDLING VERBAL OFFERS

If an industry member is representing a buyer, the industry member must ensure their buyers understand that verbal offers are prohibited.

If an industry member is representing a seller and a verbal offer is conveyed by the buyer's industry member, tell the seller what was offered and direct the buyer's industry member to put it in writing. If you receive a verbal offer,

you may not respond with a verbal counter offer or notice of acceptance.

When the offer in **Case #11** was made in writing, the buyer was not made aware of the competing offer, which prevented them from having a full understanding of the scenario and therefore were not aware that they should be providing their best offer.

### CASE #11 • Verbal Offers & Failure to Disclose

The Commission received a complaint about the conduct of a listing salesperson of a parcel of land that the complainant attempted to purchase. The complainant alleged that the listing salesperson prevented the buyer from having a fair opportunity to purchase the land by not following proper protocols.

According to the complainant, upon making an offer with no conditions on the subject listing, the listing salesperson neglected to inform the buyer's salesperson of competing offers. When the property eventually sold to another buyer, the complainant became upset that the property sold for less than their offer and with conditions. They were convinced that they had the more attractive offer on the property and claim that they did not receive formal rejection for their offer. They alleged that the sellers were not made aware of the terms of their offer.

The Commission investigated the allegations and found that the evidence supported that the seller's salesperson did advise the buyer's salesperson that they had received a competing verbal offer on the property. They did not, however, tell the complainant when that verbal offer was committed to in writing and presented to the seller. Telling another industry member that there is a verbal offer does not fulfill the obligation in the bylaw and the seller's salesperson ought to have called the complainant's salesperson directly when a written offer was prepared. By the time the complainant's salesperson was notified that their sellers had accepted another offer, they were told it was too late for their client's to increase their offer.

The evidence further supported that the sellers did not know that the complainant had indicated that they were prepared to increase their offer, though their offer had not yet been accepted in writing at that time. The seller's salesperson was obligated to advise the sellers that the complainant was prepared to re-offer at a higher price, even though the sellers indicated that they were only interested in dealing with the first offer. The seller's salesperson is required to present their clients everything. The salesperson did not fulfill their fiduciary duties to their seller or act in the best interest of their clients.

The listing salesperson's broker's role in the events was investigated and it was determined that they did their due diligence after receiving a call from the salesperson about the situation. The broker told the listing salesperson that they are required to provide notification that a second written offer was received and that all offers should be in writing. Other paperwork infractions were noted during the course of the investigation, including inaccurate information being included in the MLS® advertising.

The salesperson was charged with violating Bylaw 702, Article 2, for failing to protect and promote the best interests of their clients; violating of Bylaw 702, Article 3, for failing to disclose their role in the transaction and seeking written acknowledgement; violating of Bylaw 702, Article 11, for effecting verbal offers, writing incorrect dates on the seller designated brokerage agreement and writing an ambiguous clause in the agreement of purchase and sale, violating Bylaw 702, Article 12, for mishandling of multiple offers, and for violating Bylaw 708, for advertising false information on the MLS® system.

### PENALTY

The salesperson was fined \$500 for violating Bylaw 702, Article 2; \$400 for violating Bylaw 702, Article 3; \$400 for violating Bylaw 702, Article 11; \$400 fine for violating Bylaw 702, Article 12 and given a warning letter for violating Bylaw 708.



# BROKERAGE AUDITS

Every year, the Commission compliance auditors conduct trust account audits at each brokerage in Nova Scotia. In addition to the trust audits, each brokerage is subject to a brokerage audit every three years. At the end of an audit, the compliance auditors offer to meet with the broker to discuss any problem areas identified and address any questions the broker may have. Broker participation in an audit meeting is optional, however the Commission strongly recommends brokers attend. Audit results fall into one of three categories: 'very good', 'good', and 'needs improvement'. Any brokerage that receives three consecutive ratings of 'needs improvement' is subject to disciplinary action. The fine for three consecutive ratings of 'needs improvement' is \$500 and the penalty increases if the brokerage receives a fourth or fifth consecutive rating of 'needs improvement'.

## **Three consecutive needs improvement ratings**

Two brokers were fined \$500 each for receiving three consecutive ratings of 'needs improvement' in their annual trust account audit and are both required to re-take the trust accounting portion of the broker licensing course.

## **Four consecutive needs improvement ratings**

A broker was fined \$1,000 for receiving four consecutive ratings of 'needs improvement' in her annual trust account audit and was required to re-take the trust accounting portion of the broker licensing course.

### COMMON ISSUES WITH 'NEEDS IMPROVEMENT' AUDITS:

- Poor paperwork
  - Vague clauses
  - Inappropriate cash backs
- Missing paperwork (Bylaw 621 lists the requirements)
  - Non-compliant trust account record keeping
  - Not preparing or providing the four trust account record keeping requirements
- No terminations for fallen deals
- Trust funds released without written authority
- Entering into transaction brokerage inappropriately
- Failure to disclose licensed status and intent to purchase
  - Non-compliant trust procedures
  - Late deposits

## COMPLIANCE TEAM

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Additional information on the complaint and discipline processes can be found on the Commission's website at **[www.nsrec.ns.ca](http://www.nsrec.ns.ca)**

Complaints may be submitted at [www.nsrec.ns.ca](http://www.nsrec.ns.ca)  
by fax at 468-1016 or 800-390-1016  
or by mail at:

Attention: Compliance  
Nova Scotia Real Estate Commission  
7 Scarfe Court, Suite 200  
Dartmouth, NS, B3B 1W4

