

Questions and Answers about filing an Ethics Complaint and Request for Arbitration

**How do I know whether to file an Ethics Complaint or Request for Arbitration?**

Generally, ethics complaints are filed about behavior; arbitration is requested when there is a dispute over a real estate commission.

**Who files the Arbitration Request?**

Arbitrations are filed by a Broker against a Broker, since they hold/receive the money at the end of the transaction.

**Is there a statute of limitations for filing arbitration requests?**

Yes. The timed period is 180 days from the time of closing, or within 180 days after the facts constituting the arbitrable matter could have been known in the exercise of reasonable due diligence, whichever is later.

**I'd like to file an arbitration, but what about confidentiality?**

All arbitrations are kept strictly confidential. Only staff involved in the administration of cases, members of the Grievance Committee, and those members of the Professional Standards Committee assigned to the hearing panel has access to arbitration cases.

**Is there a fee for filing a Request for Arbitration?**

The Complainant and Defendant both submit deposits for \$300.00.

**Where do I submit the arbitration request?**

The Request for Arbitration Form, filing fee of \$300.00(check made out to East Central Association of REALTORS®) should be mailed to the East Central Association of REALTORS®, 1219 Third Street NW, New Philadelphia, OH 44663. One hundred dollars (\$100.00) of each party's deposit shall be a non-refundable filing fee. The respective signatory Association shall retain the filing fee in the event that, after a Request for Arbitration has been reviewed by the Grievance Committee and forwarded to Professional Standards Committee for a hearing, the dispute is (1) settled or withdrawn prior to receiving the Respondent's filling fee; (2) resolved in voluntary mediation; (3) settled prior to or during the hearing; or (4) withdrawn by the Complainant prior to hearing. The remaining \$200.00 of each deposit shall be considered a hearing fee, disposition of which shall be determined by the arbitrators who may return the hearing fee to the prevailing party, return a portion of the hearing fee to each party should the award rendered be an amount other than that requested by any of the parties, or retain the hearing fee on behalf of the respective signatory Board.

**Can I file an arbitration request and an ethics complaint at the same time?**

Yes. Both case types can be filed at the same time. If both cases are determined by the Grievance Committee to warrant hearings, the arbitration will be held first.

**Will the person who I'm filing a Request for Arbitration against be notified of my complaint?**

If the Grievance Committee determines the Request for Arbitration requires a hearing by members of the Professional Standard Committee, a copy of your request will be mailed to the Respondent for a reply. The reply must be sent to the TCBOR within 15 days.

**Who establishes the rules that ECAR follows in handling arbitrations?**

ECAR is required to follow the guidelines and procedures outlined in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®.

**How long does the process take?**

If arbitrations go to hearing the process may take 2-3 months, allowing for the time need to receive responses, proper notification, review by the Grievance Committee and scheduling of a hearing.

**Is arbitration binding?**

Yes. Members agree to abide by the Code of Ethics, which includes the duty to arbitrate. ECAR's membership application includes an affirmation by the member to submit business disputes to the board's professional standards procedures. Such arbitrations are binding under Ohio law.

**Do I have to use ECAR's arbitration if I have a commission dispute?**

Yes. Article 17 of the Code of Ethics requires members to first submit disputes to arbitration rather than litigation, unless both parties advise TCBOR in writing that they choose not to arbitrate before the board.

**What is the definition of procuring cause?**

Disputes concerning the contracts between listing brokers and cooperating brokers, however, are addressed by the National Association's Arbitration Guidelines promulgated pursuant to Article 17 of the Code of Ethics. While guidance can be taken from judicial determinations of disputes between sellers and listing brokers, procuring cause disputes between listing and cooperating brokers, or between two cooperating brokers, can be resolved based on similar though not identical principles. While a number of definitions of procuring cause exist, and a myriad of factors may ultimately enter into any determination of procuring cause, for purposes of arbitration conducted by Boards and Associations of REALTORS® procuring cause in broker to broker disputes can be readily understood as the uninterrupted series of causal events which results in the successful transaction. Or, in other words, what "caused" the successful transaction to con about. "Successful transaction," as used in these Arbitration Guidelines, is defined as "sale that closes or a lease that is executed."