

## **PUBLIC ARBITRATION REQUESTS:**

REALTORS® are obligated to arbitrate business disputes (both contractual and specific non-contractual issues) with REALTOR® Principals in other firms or clients of REALTORS®. Arbitration proceedings are conducted primarily by the local realtor association, in this area the Staten Island Board of REALTORS®, Inc. (SIBOR).

A **client\*** of a REALTOR® may invoke the arbitration process in a business dispute with a REALTOR® arising out of an agency relationship, provided the client agrees to be bound by the arbitration. In the event of such a request and agreement, SIBOR will arbitrate the dispute subject to their right to decline arbitration based on the amount involved or the legal complexity of the dispute. A REALTOR® principal may also invoke arbitration against a client but no arbitration may be held without the client's voluntary agreement to arbitrate and to be bound by the decision.

Business disputes between a REALTOR® and a **customer\*** may be arbitrated if a written contractual relationship has been created by a REALTOR® between a customer and a client and provided all parties to the dispute agree in writing to arbitrate the dispute.

## **INITIATION OF PROCEDURES:**

A client of a REALTOR® can initiate an arbitration by e-mailing SIBOR's professional standards administrator at [ethics@sibor.com](mailto:ethics@sibor.com). Please provide a summary of the nature of the controversy and the monetary amount of the dispute. The individual you are requesting to arbitrate with must be a member of our association or MLS. We will confirm membership and update you on the status of your request. If the dispute is under SIBOR's jurisdiction you will be required to fill out the Form A-2 below.

The determination as to whether an arbitrable matter exists shall be made by our Grievance Committee pursuant to REALTOR® standard procedures. Appeals of arbitration requests dismissed by the Grievance Committee and alleged misclassification of an issue as being subject to either voluntary or mandatory arbitration shall be considered by the Board of Directors of SIBOR or by a panel of Directors.

**\*client**- person or entity with whom a REALTOR® or REALTOR®'s firm has an agency or legally recognized nonagency relationship

**\*customer**- a party to a real estate transaction who received information, services, or benefits but has no contractual relationship with the REALTOR® or the REALTOR®'s firm

**Form #A-2**

**STATEN ISLAND BOARD OF REALTORS (SIBOR)**

Board or State Association

**1150 South Avenue, Suite 303**

**Staten Island**

**New York**

**10314**

Address

City

State

Zip

**Request and Agreement to Arbitrate (Nonmember)**

- (1) The undersigned agrees and wants to submit to arbitration before a Hearing Panel of the **Staten Island Board of REALTORS®** with the understanding that the arbitration will be conducted pursuant to the *Code of Ethics and Arbitration Manual* of the Board (or, alternatively, “in accordance with the professional standards procedures set forth in the Board’s bylaws”). The undersigned acknowledges having had the opportunity to review the Board’s procedures or having been provided with a copy of the procedures.
- (2) I am informed that each person named below is a member in good standing of the Board (or Participant in its MLS), or was a member of said Board of REALTORS® at the time the dispute arose.
- (3) A dispute arising out of the real estate business as defined by Article 17 of the Code of Ethics exists between me and (list all persons and/or firms you wish to name as respondents to this arbitration. **Naming a REALTOR® [principal] as respondent enables the complainant to know who will participate in the hearing from the respondent’s firm; naming a firm may increase the likelihood of collecting any resulting award.**):\*

\_\_\_\_\_, REALTOR® principal \_\_\_\_\_

Name Address

\_\_\_\_\_, REALTOR® principal \_\_\_\_\_

Name Address

\_\_\_\_\_, Firm \_\_\_\_\_

Firm Address

- (4) There is due, unpaid, and owing to me (or I retain) from the above-named persons **the sum of \$ \_\_\_\_\_**. My claim is predicated upon the statement attached, marked Exhibit I and incorporated by reference into this application.

Parties are strongly encouraged to provide any and all documents and evidence they intend to introduce during the hearing to the other party(ies) and to the association prior to the day of the hearing. Providing documents and evidence in advance can expedite the hearing process and prevent costly, unnecessary continuances.

- (5) The undersigned confirms that execution of this Agreement is wholly voluntary and, pursuant to this Agreement, agrees and promises to abide absolutely by the award of the Hearing Panel. In the event of adverse decision, I agree to, within ten (10) days following transmittal of the award, either (1) pay the award to the party(ies) named in the award or (2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purposes consistent with Section 53, The Award, *Code of Ethics and Arbitration Manual*.

- (6) **I enclose my check in the sum of \$250.00 for the arbitration filing fee deposit.**

- (7) I understand that I may be represented by legal counsel, and that I should give written notice no less than fifteen (15) days before the hearing of the name, address, and phone number of my attorney to all parties and the Board. Failure to provide this notice may result in a continuance of the hearing, if the Hearing Panel determines that the rights of the other party(ies) require representation.

Each party **must provide** a list of the **names of witnesses** he intends to call at the hearing to the Board and to all other parties **not less than fifteen (15) days prior** to the hearing. Each party **shall arrange for his witnesses to be present** at the time and place designated for the hearing. All parties appearing at the hearing may be called as witnesses without advance notice.

- (8) I declare that this application and the allegations contained herein are true and correct to the best of my knowledge and belief and this request for arbitration is **filed within one hundred eighty (180) days after the closing** of the transaction, if any, **or within one hundred eighty (180) days after the facts** constituting the arbitrable matter **could have been known** in the exercise of reasonable diligence, whichever is later.

**Date(s) alleged dispute took place:** \_\_\_\_\_

\*Complainants may name one or more REALTOR® principals or a firm comprised of REALTOR® principals as respondent(s). Or, complainants may name REALTOR® principals and firms as respondents.

(9) If either party to an arbitration request believes that the Grievance Committee has incorrectly classified the issue presented in the request (i.e., mandatory or voluntary), the party has twenty (20) days from the date of the receipt of the Grievance Committee's decision to file a written appeal of the decision. Only those materials that the Grievance Committee had at the time of its determination may be considered with the appeal by the Board of Directors.

(10) **Are the circumstances** giving rise to this arbitration request **the subject of civil litigation?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

(11) Important note related to arbitration conducted pursuant to Standard of Practice 17-4 (1) or (2): Where arbitration is conducted between two (or more) cooperating brokers pursuant to Standard of Practice 17-4 (1) or (2), the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the listing broker, seller, or landlord and any amount credited or paid to a party to the transaction at the direction of the respondent.

(12) Agreements to arbitrate are irrevocable except as otherwise provided under state law.

**Complainant(s)**

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Name (Type/Print) Signature of complainant Date

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Address

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Telephone Email

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Name (Type/Print) Signature of complainant Date

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Address

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Telephone Email