



## **ARBITRATION COMPLAINTS General Instructions and Information**

An arbitration request involves a dispute over entitlement to a monetary transaction (for example, commissions).

A customer, client or Broker in Charge can file an arbitration request. A non-Broker in Charge can also request arbitration with their current or former Broker in Charge.

### **Before you file an Arbitration Request, please keep the following in mind:**

- Arbitration is NOT a disciplinary proceeding

*Arbitration is a dispute over money. The end result of an Arbitration request will be the determination of the Hearing Panel as to who is entitled to the funds being disputed.*

- There will **not** be damages awarded as a result of an Arbitration

*Only the funds being disputed will be considered. A panel of the Association cannot award funds in addition to those being disputed.*

- Submitting to an Arbitration is NOT always mandatory

*MANDATORY Arbitration occurs when a dispute is between REALTORS® who are both Brokers in Charge OR between a Broker in Charge and their clients.*

*VOLUNTARY Arbitration occurs when a dispute is between REALTORS® in the same firm, a REALTOR® who is a Broker in Charge and a non-Broker in Charge.*

- A complaint must be filed within 180 days after the closing of the transaction or within 180 days after the facts could have been known.

### **What you need to know to file an Arbitration Request.**

- Complete and sign the Request for Arbitration form provided.
- Indicate the exact amount in the dispute.

- Attach an explanation of the circumstances surrounding the request. Please be as specific as possible; state exactly why you feel entitled to an award of some kind. **Do not include allegations of unethical conduct in your request for arbitration – if you feel the REALTOR® violated the Code of Ethics, please file an Ethics Complaint.**
- Attach copies of any and all pertinent documents, contracts, agreements, emails/correspondence, etc.
- Keep a copy of everything for your records.
- Include a \$300 filing deposit.
- **Complaints must be submitted to:**

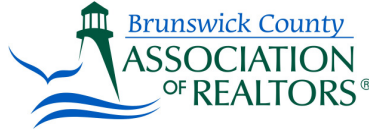
**The Brunswick County Association of REALTORS®  
101 Stone Chimney Road  
Supply, NC 28462  
ATTN: Professional Standards Administrator**

### **What happens next?**

All complaints will be referred to BCAR's Executive Officer and/or Professional Standards Administrator and the Chairperson of the Grievance Committee. If the Grievance Committee finds the matter submitted to warrant a hearing, it will be referred to the Chairman of the Professional Standards Committee to arrange a hearing. If the matter submitted is not found to constitute a proper cause of action, it will be returned to you with the decision of the Grievance Committee, together with information advising you of the procedures by which the Grievance Committee's decision may be appealed to the Board of Directors.

If a hearing is scheduled, the respondent to the complaint will have 15 days to reply. The copy of the reply will be sent to the complainant. The date for hearing will be set and all parties will be notified of date and place of hearing at least 21 days in advance.

CASE NUMBER #



Form #A-2

Brunswick County Association of REALTORS®
101 Stone Chimney Road
Supply, NC 28462

Request and Agreement to Arbitrate (Nonmember)

- (1) The undersigned agrees and wants to submit to arbitration before a Hearing Panel of the \_\_\_\_\_ of REALTORS® with the understanding that the arbitration will be conducted pursuant to the Code of Ethics and Arbitration Manual of the Association (or, alternatively, "in accordance with the professional standards procedures set forth in the Association's bylaws"). The undersigned acknowledges having had the opportunity to review the Association'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 Association (or Participant in its MLS), or was a member of said Association 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):

Form with fields for Name, Address, REALTOR® principal, and Firm.

- (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.
(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 and, in the event of adverse decision, to make prompt compliance and to pay the fees and costs as provided by the Association's professional standards procedures.
(6) I enclose my check in the sum of \$300 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 Association. 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.

- (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.
(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.

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*\*Not to exceed \$500*

(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):**

_____	_____	_____
Name (Type/Print)	Signature	Date
_____		_____
Address		Telephone
_____	_____	_____
Name (Type/Print)	Signature	Date
_____		_____
Address		Telephone

*\*Not to exceed \$500*

(Revised 11/08)