

## Arbitration Filing Guidelines

Arbitration requests should be submitted using the attached *Request and Agreement to Arbitrate* along with a narrative and/or a chronological summary of the events, circumstances and facts in the matter and copies of documentation supporting your claim (particularly the *Purchase Agreement* and *Closing Disclosure* forms if available). Requests must be filed with the Association within 180 days of closing or the time the requestor knew—or reasonably should have known—of the existence of the conflict.

Submit your request and filing fee to RAR:

- by mail or in person to the Richmond Association of REALTORS®  
8975 Three Chopt Road  
Richmond, VA 23229  
ATTN: Professional Standards

Include a check for \$275 payable to RAR.

- by email to [prostandards@RARealtors.com](mailto:prostandards@RARealtors.com) \*
- by fax to 804-422-5055\*

*\*Call Member Services at (804) 422-5000 to provide credit card information for filing fee.*

When your request is received, it and all related case materials are forwarded to the Grievance Committee for their review. The Committee's responsibility is to determine whether the request is properly filed, whether arbitration is mandatory or voluntary and whether to refer the case to the Professional Standards Committee for hearing.

When a case is forwarded for hearing, the respondent receives a copy of the request and must provide a written response (a copy of which will be provided to the requesting party) and the filing fee for arbitration. A hearing panel to hear the case will then be selected of members the Professional Standards Committee, and a formal hearing will be scheduled. The entire process typically takes 2-3 months, allowing for time for review by the Grievance Committee, soliciting and receiving responses, proper notification and scheduling of the hearing.

## Mediation Services

Once the Grievance Committee moves an arbitration request forward for hearing, RAR will offer the parties access to attorney-facilitated mediation, the first hour of which is provided at no charge to the parties. Successful mediation renders a formal arbitration hearing unnecessary, and the parties' arbitration filing fees are refunded. The mediation request form (found under "REALTOR®-to-REALTOR® Mediation" in the "Dispute Resolution" section under "About RAR" on the RAR website) may be completed and included with your arbitration request or submitted at a later date.

**Richmond Association of REALTORS®**

**8975 Three Chopt Rd., Richmond, VA 23229**

**Request and Agreement to Arbitrate**

- (1) The undersigned, by becoming and remaining a member of the Richmond Association of REALTORS® (or Participant in its MLS), has previously consented to arbitration through the Association under its rules and regulations.
- (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 (or my firm) and (list all persons and/or firms you wish to name as respondents to this arbitration):\*

\_\_\_\_\_, REALTOR® principal \_\_\_\_\_  
 Name Address

\_\_\_\_\_, REALTOR® principal \_\_\_\_\_  
 Name Address

\_\_\_\_\_  
 Firm Address

(NOTE: Arbitration is generally conducted between REALTORS® [principals] or between firms comprised of REALTOR® principals. 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.)

- (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. The disputed funds are currently held by\_\_\_\_\_.

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) I request and consent to arbitration through the Board in accordance with its *Code of Ethics and Arbitration Manual* (alternatively, "in accordance with the professional standards procedures set forth in the bylaws of the Board"). I agree to abide by the arbitration award and, if I am the non-prevailing party, 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 purpose. Failure to satisfy the award or to deposit the funds in the escrow or trust account within this time period may be considered a violation of a membership duty and may subject the member to disciplinary action at the discretion of the Board of Directors consistent with Section 53, The Award, *Code of Ethics and Arbitration Manual*.

In the event I do not comply with the arbitration award and it is necessary for any party to this arbitration to obtain judicial confirmation and enforcement of the arbitration award against me, I agree to pay the party obtaining such confirmation the costs and reasonable attorney's fees incurred in obtaining such confirmation and enforcement.

- (6) I enclose my check in the sum of \$275.00 for the arbitration filing 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.

\*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.

\*\*Not to exceed \$500.

(8) Each party must provide a list of the names of witnesses he intends to call at the hearing to the Association 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. The following **REALTOR®** nonprincipal (or **REALTOR-associate®** nonprincipal) affiliated with my firm has a financial interest in the outcome of the proceeding and may be called as a witness, and has the right to be present throughout the hearing:

\_\_\_\_\_.

All parties appearing at a hearing may be called as a witness without advance notice.

(9) 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 \_\_\_\_\_

(10) 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 transmittal 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.

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

(12) 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.

(13) Address of the property in the transaction giving rise to this arbitration request:

\_\_\_\_\_

(14) The sale/lease closed on: \_\_\_\_\_

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

**Complainant(s):**

\_\_\_\_\_  
Name (Type/Print) Signature of REALTOR® Principal Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Email

\_\_\_\_\_  
Name (Type/Print) Signature of REALTOR® Principal Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Firm\* Address

\_\_\_\_\_  
Telephone Email

\*In cases where arbitration is requested in the name of a firm comprised of REALTOR® (principals), the request must be signed by at least one of the REALTOR® principals of the firm as a co-complainant.

(Revised 11/15)