

Professionalism in Action!
The Code of Ethics
in Everyday Practice

by

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Icebreaker Exercise

The instructor will tell you how to form groups. In your group, you should:

1. Introduce yourselves if you do not already know each other.
2. As a group, in the left hand column, identify the Article or Standard of Practice (SOP) of the Code that applies to the short scenario in the right hand column. If you don't find a Standard of Practice that applies, just put the Article number in the column.

There may or may not be a violation of the Code in the scenario.

Article # or SOP #	Scenario
1.	Salesperson John sends a mass mailing soliciting listings to his "farm" that includes several subdivisions.
2.	After closing, a buyer begins to remodel a bathroom and finds mold inside one of the walls. The buyer thinks the seller and the listing broker must have known about the mold and wants to file a complaint or lawsuit.
3.	A female gay couple believe that a REALTOR® they met to see a property refused to show other properties to them because they are gay.
4.	On her website, Salesperson Sue has a rolling list of photos of properties with the title "Sold by Sue!", some of which were her listings and some of which were listings of other brokers where she was the buyer's broker.
5.	Salesperson Molly is a new agent with a firm that primarily lists and sells residential property. A client of Molly's to whom she sold a home asks Molly to list a commercial strip shopping center the client also owns.
6.	Broker Nell has a policy that she pays X% to cooperating brokers except for Broker Paul. She pays Paul one percent less than X% and has properly notified Paul of this under the MLS rules. When she takes a listing, Nell says nothing to the seller about the different payment to Paul.

Article # or SOP #	Scenario
7.	Salesperson Jennifer writes an offer for a buyer client. She gives the buyer client copies of the offer written and signed by the buyer client <u>after</u> the offer is accepted.
8.	Broker Donald sells a property that is in an MLS he does not belong to. Upon closing, he demands that the listing broker pay him the amount stated in MLS for cooperating brokers.
9.	Buyer Broker Oscar enters into an exclusive buyer broker agreement with buyer client Ron. After writing an offer for Ron that was accepted, Oscar gets a call from Broker Tom who demands that Oscar give him the buyer broker commission because Broker Tom had an exclusive buyer broker agreement for a term of 6 months with Ron dated 2 months before Oscar's.
10.	A seller client of Broker Charles takes the home theater speakers with her when she moves out of the property. The buyer wants the speakers back.

Exercise - The Preamble

Individually, read the Preamble to the Code. Then, in your groups, in the sections below, identify five concepts in the Preamble to the Code.

Concept #1

Concept #2

Concept #3

"Business Ethics"

- A. What are "business ethics?"
 - 1. Industry codes
 - 2. Company policies
 - 3. Individual moral values
- B. Business ethics and legal standards/license law
- C. Business ethics and the Code of Ethics

Enforcement of the Code: Ethics Cases and Arbitration Cases

- A. Ethics - Basic Issue - Is there a possible violation of the Code of Ethics?
- B. Arbitration - Basic Issue - Is there an arbitrable issue, that is, a money dispute (typically a dispute over which a cooperating broker is entitled to the cooperative commission in a transaction)?

The Ethics Enforcement Process

- A. Filing a Complaint - Who can file a complaint?
- B. The Grievance Committee
 - 1. A screening committee comprised of members of the Association appointed to the committee.
 - 2. Key question for the Grievance Committee is: "If the allegations in the complaint were taken as true on their face, is it possible that a violation of the Code of Ethics occurred?"

C. The Professional Standards Hearing Panel

1. Function is to conduct a full “due process” hearing with sworn testimony, witnesses and evidence.
2. Hearing Panel is comprised of members of the Professional Standards Committee.
3. After conducting a hearing, the Hearing Panel decides whether there was a violation of the Code of Ethics, proven by clear, strong and convincing proof.
4. If the Hearing Panel finds a violation of the Code of Ethics, the Panel then determines the discipline to be imposed on the violator (respondent).

D. Authorized Discipline (and administrative processing fees)

1. Letter of Warning
2. Letter of Reprimand
3. Education
4. Fine not to exceed \$15,000
5. “Enjoining” ongoing unethical conduct - “Cease and desist”
6. Suspension for not less than 30 days nor more than one year
7. Expulsion from membership for period of one to three years
8. Suspension or termination of MLS privileges.

The Arbitration Process

A. Request filed.

1. Arbitration is conducted under Article 17 of the Code of Ethics and the Uniform Arbitration Act.
2. Article 17 provides that arbitration occurs under the following circumstances:
 - a. Contractual disputes or specific non-contractual disputes (see Standard of Practice 17-4);
 - b. Between REALTORS® (principals) associated with different firms;
 - c. Arising out of their relationship as REALTORS®

B. Grievance Committee

1. Committee performs a screening function similar to review of ethics complaints.
2. Key question for the Grievance Committee is: "If the allegations in the request for arbitration were taken as true on their face, is the matter at issue related to a real estate transaction and is it properly arbitrable, i.e. is there some basis on which an award could be based?"

C. Mediation

1. A voluntary process in which disputing parties meet with a mediator appointed by the Association to create a mutually acceptable resolution of the dispute, rather than having a decision imposed by an arbitration hearing panel.
NOTE: May be required by local/state association.
2. Mediation can occur before or after the Grievance Committee reviews requests for arbitration, but must be offered by Association before Grievance Committee reviews.
3. If a dispute is resolved in mediation, the parties sign an agreement spelling out the terms of the settlement, and no arbitration hearing is held.

D. Professional Standards Hearing Panel

1. Function is to conduct a full "due process" hearing with sworn testimony, counsel, witnesses and documentary evidence.
2. Hearing Panel consists of members of the Professional Standards.
3. After the hearing, the Hearing Panel decides which claimant is entitled to the award (typically a disputed commission in a transaction), proven by a preponderance of the evidence.

E. Payment of the Award - Generally, the award of the Panel in an arbitration case can be judicially enforced if not paid by the non-prevailing party. Confirmation of the award is based on the Uniform Arbitration Act.

Article 1 - Protect and Promote!!

- A. Basic ideas of article
 - 1. Protect and promote the interests of the client
 - 2. But must treat all parties to the transaction honestly
- B. Concepts of "fiduciary" or "statutory" duties – agency duties

Article 1 Case Study

REALTOR® Betty was a sales associate with Left Coast, REALTORS®. To promote Left Coast's in-house listings, the firm's principals offered \$1,000 bonuses to the company's sales associates at time of closing on each of Left Coast's listings they sold.

Dr. Jacobs, a recent transferee to the town, entered into a buyer representation agreement with Left Coast through Betty.

Dr. Jacobs explained he had specific needs, foremost of which was any home he purchased be convenient for and readily accessible by Dr. Jacobs's spouse who was physically challenged. "Part of my wife's physical conditioning program is swimming," said Dr. Jacobs, "so in addition to everything else, I am looking for a home with a pool or room to build a pool."

Betty knew there were a number of homes for sale meeting most of Dr. Jacobs's general specifications, several of which were listed with Left Coast.

Over the next few days, Betty showed Dr. Jacobs several properties in the Blackacre subdivision, all of which were listed with Left Coast, including one with an outdoor swimming pool. Not included among the properties shown to Dr. Jacobs were several similar properties in Blackacre listed with other firms, including one with an indoor pool.

After considering the properties shown to him by Betty, Dr. Jacobs made an offer on the home with the outdoor pool. His offer was accepted and the transaction closed shortly thereafter.

Several months later, Betty received notice of an ethics complaint filed against her by Dr. Jacobs. Dr. Jacobs had learned about the home with the indoor pool from a colleague at the hospital who lived on the same block. The complaint alleged that Betty had put her interests, and those of her firm, ahead of Dr. Jacobs' by promoting Left Coast's listings

exclusively and by not telling Dr. Jacobs about a similarly-priced property with an indoor pool, which suited his family's needs better than the property he had purchased. The complaint went on to indicate that Betty had received a bonus for selling one of Left Coast's listings and that Dr. Jacobs suspected that Betty's failure to tell him about the home with the indoor pool was motivated by the opportunity to receive a bonus.

At the hearing, Betty defended her actions stating that properties rarely meet all of potential purchasers' desires; that she had made Dr. Jacobs aware of several properties that met most of his requirements, including one with an outdoor pool; and that Dr. Jacobs must have been satisfied with Betty's service since he had purchased a home.

Upon questioning by Dr. Jacobs's attorney, Betty acknowledged that she knew about but had not shown the house with the indoor pool to Dr. Jacobs. She conceded that a pool that could be used year round was better suited to the family's needs than one that could be used only four months each year. She also admitted that her failure to tell Dr. Jacobs about the house with the indoor pool had at least in part been motivated by the bonus offered by her firm. "But," she argued, "aside from the indoor pool, that house was no different than the one Dr. Jacobs bought."

What Article or Articles and/or Standards of Practice apply to this case?

Do you think Betty is in violation of the Code?

Article 2 - Disclose, Disclose, Disclose!!

A. Basic Parts of article

1. Avoid exaggeration, misrepresentation and concealment of pertinent facts about the property or the transaction
2. Not obligated to discover latent defects
3. Not obligated to advise on matters outside the scope of a real estate license
4. Not obligated to reveal facts that are confidential under the scope of an agency relationship.

Article 2 - Case Study

Realtor® Ron searched the MLS compilation of current listings on behalf of his client, Dr. Holden, who had recently completed his residency and was returning home to take a position on the staff of the community hospital. Realtor® Ron's search returned several listings that satisfied Dr. Holden's requirements, including a two-story residence listed with Realtor® Max that showed, in the "Remarks" section of the property data form "Pay your mortgage with rent from the apartment upstairs."

Realtor® Ron attached the listings he'd identified to an e-mail message that he sent to Dr. Holden. A day later, Realtor® Ron received a call from Dr. Holden who told him there was something about Realtor® Max's listing that struck him as odd. "That house is in the neighborhood I grew up in," said Dr. Holden, "I also remember our neighbors having a problem with the Building Department when they added a kitchen on the second floor so their grandmother could have her own apartment."

Realtor® Ron assured Dr. Holden that he would make the necessary inquiries and get back to him promptly. His call to the Building Department confirmed Dr. Holden's suspicion that the home was zoned single family.

Feeling embarrassed and misled by Realtor® Max's apparent misrepresentation, Realtor® Ron filed a complaint with the local association of Realtors® alleging misrepresentation on the part of Realtor® Max for publishing inaccurate information in the MLS.

At the hearing convened to consider Realtor® Ron's complaint, Realtor® Max

acknowledged the seller had told him that the conversion had been made to code but without the necessary permits, and the apartment had never been rented. "I assumed the new owners could get a variance from the Building Department," he said.

Is REALTOR® Max in violation of the Article 2 of the Code?

Article 3 - Cooperation!!

- A. Obligation of Cooperation
- B. Concepts of Article 3
 - 1. REALTORS® shall cooperate with other brokers
 - 2. Except when cooperation is not in the client's best interest.
 - 3. Cooperation does not automatically include compensation.
- C. Standard of Practice 3-1
 - 1. Listing agents establish the terms of offers to cooperate.
 - 2. Cooperating broker may not assume that cooperation includes compensation.
 - 3. Cooperating broker must ascertain terms of compensation from listing broker before beginning cooperation.

Article 3 - Case Study #1

John, a broker-principal of Jacobs Company, REALTORS® in Smallville, had a buyer-client, Stanley, who was looking for a vacation home in a resort area near Smallville that was around a lake called Island Lake. Because John had owned property on Island Lake and had been vacationing there for most of his life, he knew the area well and felt completely comfortable working for Stanley to represent Stanley in the purchase of a vacation home in the Island Lake area. Even though John wasn't part of the Island Lake MLS, he was able to locate property for Stanley just by his personal knowledge of the area, using public websites, seeing signs and looking at the newspaper. In fact, John learned of an ideal property for Stanley in talking to one of his long time clients who also owned property on Island Lake. John called the listing company (Plum Lake, REALTORS®) of the property (7246 Dog Lake Road), identified himself and asked to show the listing. After seeing the Dog Lake Road property and several others, Stanley decided to make an offer on the Dog Lake Road property. John prepared the offer and presented it to Katie, the listing agent and broker-principal of Plum Lake, REALTORS®. After some negotiation, the offer was accepted. Upon closing of the transaction, Katie refused to pay John the cooperative compensation offered in MLS for the Dog Lake Road property. John filed a request for arbitration against Katie at Katie's association.

What issue(s) do you see as a problem for John in this case?

Article 3 - Case Study #2

Below are two letters, one from complainant Luke and Helen and the other from respondent Bill. Read the two letters and then answer the questions at the end of the letters.

Super Service Board of REALTORS®

November 22

1664 Customer Lane
Somewhere, USA 09410

RE: Complainants' Letter – REALTOR® Bill Violated Article 3

Dear Executive Officer and Professional Standards Committee Chair:

We are writing to complain about REALTOR® Bill, the buyer broker in this transaction. He let the buyers for Ms. Helen's property into Ms. Helen's home without authority two weeks prior to closing. Helen was out of town on a business trip and neither she nor I received a call from Bill requesting permission to enter the home. To allow the buyers access to the property is beyond inappropriate. It does not matter if they were about to close on the property - - they were not yet the owners! Bill violated Article 3, as interpreted by Standard of Practice 3-9. He is unethical and obviously cannot be trusted.

Helen was the owner of the town home at 604 Rose Drive which closed October 30. While living in the property she went out of town on business Thursday through Sunday every week. Buyer Broker Bill and the buyers knew this. Ms. Helen decided to sell her home to move closer to her work and two weeks prior to the property closing, Buyer Bill takes advantage of the situation, letting the buyers into Helen's home without authority.

Attached is a printout from the lock box for Sunday, October 16. You can clearly see that it shows buyer broker Bill's key being used to enter the property. Additionally, we will show on videotape, given Ms. Helen's outside security cameras, the buyers entering and leaving the property with four other people. Additionally, Helen's next door neighbor thought it odd that so many people were entering Ms. Helen's home when there didn't appear to be a professional in attendance so she took some pictures with her camera that we will also submit into evidence at the time of the hearing, along with an affidavit from the neighbor saying Bill did not accompany the buyers.

And what are they doing using a key to Ms. Helen's house to access her mailbox? The mail boxes are all together in a bank for these townhomes which, as you know, is not unusual in this newer type of construction. They should not have even been in the property much less walking over to where the mailboxes are. We know it was the buyers who opened the box because Helen's mail was on her kitchen counter when she came home

Sunday evening.

It is so unprofessional for Bill to let the buyers into the property without authority. We hope he is severely disciplined.

Sincerely,

Luke

REALTOR® Luke
List with Luke Realty

Helen

Ms. Helen Homeowner

December 10

RE: Respondent's Letter – I Have Not Violated Article 3

Dear Executive Officer:

Please let me explain what happened. This is all just a big misunderstanding.

First let me say that I **did** call Luke's office on Friday with a request to enter the property that Sunday afternoon at approximately 2 p.m. The reason why Betsy and Brian wanted to get back into their home two weeks prior to closing was because both Betsy's and Brian's parents were in town for their baby's baptism. Betsy and Brian explained that the grandparents were leaving that Sunday evening but really wanted to see the new home, if at all possible. They would not be back for six months. Besides, Betsy wanted to measure the living room picture window to make sure the drapes she picked out would "fit".

I explained this to the woman who answered the call that Friday at Luke's office. Her name was Paula I think. Or Peggy maybe. When I explained why I was calling she informed me that listing broker Luke was out of town visiting his infirm mother. I asked if I should contact Luke via email or on his cell instead and she said something like, "No, I understand this isn't a good time for the family. Luke's mother is hospitalized and they don't think she'll pull through this last bout with pneumonia. It shouldn't be a problem entering the property on Sunday afternoon, though. I see Luke's notes indicate the seller is out of town Thursday through Sunday evening. Go right ahead at 2 p.m. Sunday."

I had permission to access the property. And I met Betsy and Brian, their new baby, and both sets of grandparents at 604 Rose Drive shortly before 2 p.m. that Sunday. Because this was a family affair and they said they only needed a few moments in the property, and because I had a deal "blow up" that morning that I was attempting to put it back together, I handed Brian my lock box key card and sat in my car while they entered the property. They were only in the property for approximately 30 minutes while I was on the phone. It isn't as if they were unaccompanied, though. I was 15 feet from the front door.

I don't know who picked up the seller's mail but I know there was a dog in the unit because when Betsy's Mom came out she was sneezing, saying the dog they saw inside was the cause. Possibly the dog walker picked up the seller's mail. When I asked Betsy and Brian about this they made it clear that they did **not** open any mailbox.

I'm sorry for the stress Luke is under right now but taking it out on me isn't productive. He is making a mountain out of a molehill. This property closed, everyone is happy, and we

should all move forward with meeting our client's and customer's needs.

Best Regards,

Bill

REALTOR® Bill, AHWD, CRB, GRI
Bill Bright Realty, Inc., REALTORS®

Do you think that Bill violated Article 3, Standard of Practice 3-9 of the Code?

What is the difference between Standard of Practice 3-9 and Standard of Practice 1-16?

Article 12 - Truth in Advertising!!!

- A. Be honest and truthful in real estate communications
- B. Present a true picture in their advertising, marketing and other representations
- C. Ensure that status as real estate professionals is readily apparent in advertising, marketing and other representations
- D. Ensure that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional.

What is a “Misleading” Image Exercise

Mark “Yes”, “No” or “Maybe” whether you think the scenario described constitutes a "misleading" image under the Code or the license law.

Item	Yes	No	“Maybe”
1. Use of a wide angle lens that makes a room (like a bathroom, kitchen or bedroom) appear larger than it actually is.			
2. Use of digital alteration software to put different paint colors on walls.			
3. Taking a photo of the exterior of the home from an angle that doesn't show the neighbor's extremely cluttered back yard, shed, and bare ground in yard.			
4. Removing a dead tree from a photo of your listing.			
5. “Virtual staging” – use of computer generated graphics to insert images of furniture in photos when the furniture is not in the property.			
6. Removing children's bikes or toys in the yard.			
7. Altering the color of the grass to make the grass look greener than it is when viewing it in person.			
8. "Enhancing" photos through photographic techniques such as "HDR" photography or other enhancement techniques in software like Photoshop.			
9. Adding features to the property such as patios or pergolas.			
10. Adding landscaping features such as additional flower beds, bushes or "hardscape" features like rocks, fountains or garden pools.			

Article 16 - Respect Agency and Contractual Relationships

A. Concepts of Article 16

1. Shall not engage in any practice or take any action inconsistent with ...
2. Exclusive representation or
3. Exclusive brokerage relationships
4. That other REALTORS® have with clients.

B. Issues in Article 16

1. Innovative, aggressive business practices
2. Advertising solicitations of agency or other relationships
3. Solicitation of listings and agency relationships of clients of other brokers
4. Dealing with another broker's client
5. Obligations when entering into exclusive relationships
6. Agency disclosure

Article 16 - Case Studies

Case Study

Paul was a buyer's agent who had written an offer on Peter's listing at 4590 Sunmoon Drive. It was a very "hot" house, with at least 3 other couples looking at the property when Paul's buyer was there. Paul had received a counter offer from Peter's seller, taken it to his buyer and gotten another counter offer from his buyer. He called Peter repeatedly and was unable to reach him, leaving messages at his home, office and voice mail. Upon learning that the counter offer had not been delivered, Paul's buyer demanded that Paul call Peter's seller directly and present the counter offer and try to get it accepted. Paul's buyer was very concerned about losing the property to another buyer. In the face of this, Paul contacted Peter's seller directly, presented the counter offer and spent about an hour discussing the merits of the counter offer. After this time, Peter's seller signed the counter offer. Upon learning about this conduct, Peter was extremely upset because he felt that his seller could have gotten more from Paul's or another offer.

Has Paul violated the Code? Why or why not?

Case Study

John had a listing with a builder on a subdivision. John had represented this builder on almost every subdivision the builder had built. John learned that Harry, a new broker in the area, had been calling the builder to solicit him to list with Harry on the next phase of the current subdivision. As it was not started yet, John's current listing with the builder did not encompass that new piece of ground. John filed an ethics complaint against Harry, charging a violation of Article 16's prohibition against solicitation.

Has Harry violated the Code of Ethics? Why or why not?

NEW Standard of Practice 10-5

REALTORS® must not use harassing speech, hate speech, epithets, or slurs based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

Rationale: This proposed Standard of Practice directly flows from the requirement to not deny equal professional services or be parties to a plan to discriminate. Specifically, bias against protected classes revealed through the public posting of hate speech could result in REALTORS® not taking clients from certain protected classes or not treating them equally, which would lead to violations of the Fair Housing Act due to overt discrimination or disparate impact.

THIS STANDARD IS NOT RETROACTIVE AND APPLY ONLY TO CONDUCT OCCURRING AFTER NOVEMBER 13, 2020.

Appendix XII to Part Four Appropriate Interpretation of Standard of Practice 10-5 and Statement of Professional Standards Policy 29

Standard of Practice 10-5 prohibits REALTORS® from using harassing speech, hate speech, epithets or slurs based on the protected classes of Article 10. Statement of Professional Standards Policy 29 provides that REALTORS® are subject to disciplinary action with respect to all of their activities.

To assist Hearing Panels in the appropriate interpretation and application of Standard of Practice 10-5 of the Code of Ethics and Statement of Professional Standards Policy 29, the Professional Standards Committee of the National Association provides the following for consideration by Hearing Panels when asked to determine whether a violation of Article 10 as supported by Standard of Practice 10-5 has occurred.

While the overall focus of Standard of Practice 10-5 is on what might be loosely termed “offensive” or “discriminatory” speech, Hearing Panels should be clear that the Standard of Practice is narrowly limited to conduct related to the requirements of equal professional service of Article 10. Hearing Panels should also be fully aware of the nature and scope of the Standards of Practice under Article 10 and their relationship to fair housing law as described in Appendix III to Part Four of the Code of Ethics and Arbitration Manual. As described in Appendix III, Article 10 and its Standards of Practice fully integrate the five basic fair housing obligations that were recognized by NAR’s Code of Fair Housing Practices before it was sunset.

Hearing Panels should note that while all of the Standards of Practice under Article 10 inform them as to the interpretation and application of Standard of Practice 10-5, Standard of Practice 10-3 is particularly analogous in its application to discriminatory speech in advertising based on the protected classes of Article 10.

Standard of Practice 10-5 is not focused on types of speech that might be subjectively deemed “offensive” or “discriminatory” by one person and not another. The Standard of Practice is based on very particular types of speech that are directly connected to the protected classes of race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity under Article 10. Only the use of harassing speech, hate speech, epithets and slurs **based on** the protected classes of Article 10 are prohibited. The terms “harassing speech,” “hate speech,” “epithets,” and “slurs” can be commonly understood by use of a dictionary as well as other easily available references.

For example, NAR’s Code of Conduct and Anti-Harassment Policy clearly defines “harassment” and “sexual harassment.”

“Harassment includes inappropriate conduct, comment, display, action, or gesture based on another person’s sex, color, race, religion, national origin, age, disability, sexual orientation, gender identity, and any other protected characteristic.

Examples of harassment include, but are not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and the display or circulation of written or graphic material that denigrates or shows hostility toward an individual or group based on a protected characteristic.”

“Sexual Harassment” includes not only physical acts but also includes verbal and non-verbal/non- physical acts.

“Sexual harassment can be:

- Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, or threats.
- Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, or obscene gestures. ... ”

Hearing Panels should look to this existing information on harassment to determine whether harassing speech has occurred and then look to determine whether the harassing speech was based on one of the protected classes.

In similar fashion, Merriam Webster's Dictionary defines "hate speech," "epithets," and "slurs" as follows:

Hate Speech: "speech that is intended to insult, offend, or intimidate a person because of some trait (as race, religion, sexual orientation, national origin, or disability)."

Epithet: "**1a**: a characterizing word or phrase accompanying or occurring in place of the name of a person or thing; **b**: a disparaging or abusive word or phrase"

Slur: "**1a**: an insulting or disparaging remark or innuendo: ASPERSION; **b**: a shaming or degrading effect: STAIN, STIGMA"

Again, Hearing Panels must look to whether the hate speech, epithet or slur is based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity and not on some other non-protected characteristic.

Under Statement of Professional Standards Policy #29, REALTORS® are subject to the Code of Ethics' standards in all of their activities. Thus, a violation of Article 10, as supported by Standard of Practice 10-5, can occur when a REALTOR® uses harassing speech, hate speech, epithets and slurs based on the protected classes in any media or context, regardless of whether related to their activities in the real estate business or their identification as a REALTOR®.

NAR RESOURCE LINK:

<https://www.nar.realtor/changes-to-the-code-of-ethics-overview-and-training-opportunities>