NEW LEGAL HELPLINE AIDS REALTORS®

GAR introduced a new member service to REALTORS® this year in the form of the GAR Legal Helpline. REALTORS® can now get their legal questions pertaining to real estate answered by an attorney. The questions must be asked on the GAR Legal Helpline website and are answered by e-mail. Questions should be of a general nature, the answers to which would benefit all REALTORS®. In asking a question, REALTORS® should not identify the names of the parties or other REALTORS® (or real estate licensees) involved in the transaction or the street addresses of any property. REALTORS® must also agree to the Terms of Use on the website before they can ask their questions.

The first few months have seen hundreds of questions answered on the new Legal Helpline. There have been some surprises with regard to the nature of the questions being asked. For example, the most frequently asked question relates to how to measure the various time clocks in the contract from the Binding Agreement Date. The most common subject about which there have been questions is leasing. This should not be too surprising since leasing is something that many REALTORS® only do infrequently. To give REALTORS® a better understanding of the types of questions being asked on the Legal Helpline, set forth below are some of the more interesting questions that were asked and the answers to these questions.

INQUIRY: Water Bill	
QUESTION:	At a closing last week, the seller refused to pay a very large water bill that was in the previous owner's name. The property was foreclosed on a few months before closing. As far as I can tell, the seller actually used water but never put it in his name. We finally ended up escrowing that money until my client - the buyer - had the water turned on in her name. The closing attorney had researched the bill but did not insist that it be paid. My client did get her water turned on, but is she at risk for a big bill coming at her some day? Do water bills still run with the land?
ANSWER:	Great question. A past due water bill is not normally a lien against the property and should not be the obligation of a successor buyer to pay. I say should not be because water companies are sometimes known to push the envelope to try to get their unpaid bills paid. Usually, this leverage is applied when the new owner first attempts to get the water turned back on. The fact that in your example, the new owner was able to get the water turned back on is a great sign that there will not likely be a future problem. When these issues arise, the new owner can usually get the issue resolved by showing the water company that he or she was not responsible for incurring the unpaid bill and did not use the water in question. Of course, if a water company is being unreasonable and the new buyer needs water, the water company obviously has a lot of leverage. Water bills are not covered under any standard title insurance company. Therefore, in the event of a problem, the new owner cannot get the title insurance company to resolve the problem for the owner.

INQUIRY: Earnest Money	
QUESTION:	I am representing a buyer in a transaction that involves a home built in the early 1900's. We are past our due diligence period and have now found that the buyer cannot get insurance on the home because it has knob and tube wiring. The buyers are open to having the home rewired prior to closing so they can get insurance. If the seller does not agree to this and the buyer has to terminate, will they lose their $10,000 earnest money?
ANSWER:	The initial questions here are: 1) whether knob and tube wiring would be considered a defect, and 2) if so, whether it would it be considered a latent or hidden defect? I would argue that if this type of electrical wiring prevents a homeowner from obtaining property insurance, it would a defect. Whether it is a latent defect is a much closer question. If my knowledge of electricity is correct, this type of wiring has very obvious large tubes and knobs wiring that are quite visible on the exterior of a home. If that is correct, I would conclude that it is probably not a latent or hidden defect (although someone who is more of an expert on electricity is probably better able to judge this than me). A seller only has a duty to disclose latent defects which the buyer could not

	have discovered on his or her own through a reasonably diligent inspection of the property. The due diligence period is the time for the buyer to investigate the condition of the property. Once the due diligence period ends, the buyer agrees to buy the house "as-is". If the knob and tube wiring could have been discovered by the buyer upon a diligent inspection of the property but for whatever reason the buyer did not discover it, the buyer has now likely accepted the condition "as-is" and would therefore be in breach of contract if the buyer does not close on the property. In such an event, the buyer's earnest money would be at risk. If: 1) the knob and tube wiring were found to be a latent condition; 2) a court were to find that it could not have been reasonably discovered during the due diligence period; and 3) the buyer just happened to stumble upon it after the end of the due diligence period, then the buyer could likely still terminate the contract without penalty due to the failure of the seller to disclose the latent defect. While my instincts tell me that this is not likely a latent condition, this is the type of issue that lawsuits are made of where there could be differing outcomes.

INQUIRY: Expired Listing Agreement

QUESTION:	Here is my scenario: Broker A's Exclusive Seller Listing Agreement expires. Broker B lists the property under Exclusive Seller Listing Agreement the day following Broker A's expiration. Three days after Broker A's listing agreement expires, Broker A's agent takes an offer directly to the seller with knowledge of Broker B's Active Exclusive Listing Agreement. Broker A's agent tells seller to have Broker B's agent "hold off," even though Broker B's listing has been published in listing services for three days. Broker A's agent verbally tells seller that Broker A's listing has to be extended in order to present the offer. The seller then signs a counter offer. The seller has no experience in real estate and is fearful of losing the offer. What are the legal and ethical issues regarding these actions?
ANSWER:	Wow! This licensee needs a lesson in both license law and ethics. Let's start with license law. First, once a property is listed with a new broker, the previous listing broker cannot do anything to interfere with the new listing agreement. Going to the seller and telling her to hold off on the existing listing agreement (which is already in effect) and to instead extend the previous listing agreement with the first broker is the same thing as telling the seller to cancel the new listing (even though it is only been a short period of time) and re-instate and extend the term of the original listing agreement. Such behavior violates OCGA 43-40 25(b) (13), (14) and (26). The first code section provides that a licensee can be sanctioned for "Inducing any party to a …brokerage agreement…to break such…brokerage agreement for the purpose of substituting in lieu thereof any other …brokerage agreement with another principal". The second code section prohibits the first broker from negotiating the terms of the offer directly with the seller when the first broker knows that the property is now listed with a new broker. This code section provides that a licensee can be sanctioned for "Negotiating the sale …of real estate directly with an owner…if the licensee knows that such owner …has a written outstanding listing contract in connection with such property granting an exclusive agency or an exclusive right to sell to another broker…" The third code section prohibits a licensee from "Obtaining a brokerage agreement…while knowing or having reason to believe that another broker has an exclusive brokerage agreement with such owner…" The Code of Ethics violations appear just as significant with possible violations of Standard of Practice 16-4, 16-9 and 16-13. The original broker should have contacted the new listing broker and worked through the new listing broker in presenting the offer.

INQUIRY: Property in "Same" Condition

QUESTION:	My question concerns Purchase & Sale Agreement paragraph C-3. A winter storm toppled a couple of large trees. The trees did not hit anything but cannot be saved, so they will be removed and the yard will be cleaned up. Does this count as far as "property being in same condition?" Is it any different than a tree dying, etc?
ANSWER:	The standard in the GAR Purchase and Sale Agreement is whether the property is in "substantially the same condition" on the closing date as it was on the Binding Agreement Date. The inclusion of the word "substantially" was included so that minor changes in the condition of a property would not be the basis to

	terminate the purchase and sale contract. There are no court cases interpreting this specific provision of the GAR Purchase and Sale Agreement. My own opinion is that absent extremely unusual circumstances, a property would still be considered to be in substantially the same condition even after the loss of two trees, particularly if the improvements on the property have not been damaged in any way. However, this is the stuff that lawsuits are made of and it is not to say that a court might not view it differently. If the buyer wanted to try to use this as a way to get out of the contract, his or her case would certainly be much stronger if the trees were large, old specimen trees, which defined the property in a special way.

INQUIRY: Multiple Offers

QUESTION:	My question is in regards to multiple offers. We were told that a buyer may submit an offer to pay a set amount above any other offer. I need to know how state this on the contract.
ANSWER:	The purpose of the Helpline is to answers questions rather than to write contractual provisions for buyers and sellers. However, I have seen some special stipulations used in multiple offer situations where one buyer writes, for example, that he or she offers $1 (or some monetary amount) more than the highest bidder for the property. For three different reasons, I do not recommend the use of this type of special stipulation. First, from the seller's perspective, I do not think that this approach necessarily gets the seller the most money for the property. Had everyone made their best and final offer for the property, the person who offered $1 more than the high bidder might have bid substantially higher than just $1 more. He or she might have bid $5,000 or $10,000 more. Offering just slightly more than the highest bidder may be a way for the buyer to pay less than he or she otherwise would have done. If I were the seller, I would want everyone's best bid in a specific monetary amount. Second, we have had some multiple offer situations where 2 or 3 buyers all included the same special stipulation in the contract that they were offering $1 more than the highest bidder. This created a legal mess as to who was the highest bidder in that situation. Third, I think there is a lot of potential for abuse with a special stipulation where a person offers $1 more than the highest bidder. Let's say that as a seller, there is multiple interest in the seller's property. One person offers $300,000 and another buyer offers to pay $1 more than the highest bidder. It would not be hard for a dishonest seller to get a friend to put in a fake offer for $315,000. or $320,000. knowing that one buyer has offered to pay $1 more than the high bidder. In that case, the seller used dishonesty to possibly get $15,000 or $20,000 more than what the seller was honestly entitled to receive. Hope I have made you think twice about this type of special stipulation.
COMMENT:	Thank you for your advice. We decided to respond with a full price offer. They were successful.

INQUIRY: GAR Forms – F140 Temporary Occupancy Agreement for Seller After Closing

QUESTION:	I have a buyer who is purchasing a condo and is requesting that the seller remain in the unit for two months after closing. I don't see a form that I can use for this. I would prefer not to use a complete lease form.
ANSWER:	GAR has a temporary occupancy agreement for stays of less than 30 days and a lease if the stay is going to be more than 30 days. I strongly recommend that a lease agreement be entered into to protect the interests of the buyer. If the buyer is getting mortgage financing, you may want to check with the mortgage lender to see how a stay of 60 days by the seller will affect the type of loan that is available to the buyer. Normally, when the property is being leased for more than 30 days, the buyer is not eligible for financing on the basis of the property being owner occupied and instead the only loan which is normally available to the buyer is an investment loan. Such a loan is normally not on as favorable terms to the buyer. Someone should also remind the seller to check with his or her insurance company to make sure that the seller's personal property is insured after the property is sold to the buyer. Hope this helps.

INQUIRY: Flooring Allowance or Fraud?

QUESTION:	We are under contract to sell my listing (I am the listing agent) and negotiated that the seller will pay $1,000 flooring allowance at closing. I asked the selling agent to check with the buyer's lender to be sure that doing the

	flooring allowance would be permitted (i.e. not cause problems with the loan). The seller's agent told me they checked with the lender and it would be fine. Now we've come to the day before closing and the flooring allowance is not on the HUD and the selling agent is asking us to, "Just write a check directly to the buyer outside of closing". Is this illegal/mortgage fraud?
ANSWER:	I recommend against writing the check and giving it to the buyer outside of closing. Normally, the buyer and seller are going to be signing a variety of documents at closing saying that no other money is trading hands between the buyer and the seller. I do not know how either buyer or seller are going to be able to sign these documents without committing mortgage fraud (which is a felony). What the buyer and selling agent should be asking the lender is whether there is some lawful way for the seller to give the buyer the $1,000 (assuming that the seller is willing to give the money to the buyer in some other form). For example, it may be possible for the seller to pay additional closing costs. If the loan officer says that there are no other options, the seller has just likely saved $1,000. If it was the loan officer who recommended that the parties pay the money outside of closing without disclosing it, he or she was not doing anyone any favors. Hope this helps.

INQUIRY: GAR FORMS: F107, Amendment to Address Concerns with Property

QUESTION:	It's important to have a "walk thru" prior to closing for a couple of reasons: 1) to make sure that the home has been maintained and has not suffered any damage since your initial inspection; and 2) to make sure the seller has moved out and left the property "broom clean" and free of seller's furnishings, personal property and debris. What the best way to phrase this on "Amendment to Address Concerns?"
ANSWER:	I do not think it actually needs to be stated in the Amendment to Address Concerns. The contract itself already provides that the repairs will be made in a good and workmanlike condition prior to closing (see B9(e) of F20. Section B3 of F20 also provides that "Seller shall deliver Property clean and free of trash and debris at time of possession". I agree with you completely that it is always good to inspect a home before right before closing to confirm that the seller's possession are out of the house and that the property is in clean condition.

INQUIRY: GAR FORMS: F22, Counteroffer to or Modification of the Unaccepted Original Offer

QUESTION:	Different offices in my area offer different opinions on the following: If a contract is finally negotiated using the counter offer F22 form and an agreement is reached and the contract goes binding, do the exhibits and Addenda attachments listed in the F20 need to be signed/initialed in the appropriate spots?
ANSWER:	The party making the initial offer on the GAR Purchase and Sale Agreement would obviously sign the offer and initial any exhibits attached to the offer. If the parties then continue their negotiations using the counteroffer form and there is finally a counteroffer form signed by both parties, the signed counteroffer form and the original offer constitute the legally enforceable agreement of the parties (per the terms of the counteroffer form). In this instance, while a binding agreement would exist, one party would have signed the contract and exhibits and the other party would not have signed the contract and exhibits. Per the terms of the Counteroffer form, both parties do not need to sign the exhibits to create an enforceable contract. The Counteroffer form also allows either party to request that a conformed (or clean) copy of the entire agreement be signed by both parties once a binding agreement is reached between the parties. This is a common request and results in a clean copy of the contract and all exhibits thereto being signed by both parties. While a binding agreement exists even in the absence of a signed conformed contract, many lenders do not take the time to read the counteroffer form, are unaware that it is a binding agreement even without the contract and exhibits being signed by both parties and get nervous about lending on a contract that appears not to be completed or enforceable. Therefore, they often request that a conformed contract and exhibits be signed by all parties (even though it is technically not necessary). Hope this helps.

INQUIRY: Agent Passed Away

QUESTION:	We have an agent that passed away in the beginning of March. She still has a few closings outstanding. How do

	we disburse funds to her spouse?
ANSWER:	Under license law, you are permitted to disburse the funds to the estate or heirs of a deceased real estate licensee (see OCGA 43-40-25(b) (17)(A). If you write the check directly to the spouse, you are drawing your own conclusions about who is entitled to the money. It may be safer to make the payment to the estate of the agent.
COMMENT:	Thank you so much. I appreciate the guidance and recommendation. This helpline is welcomed and needed as a new broker/owner. I am so thankful for this new resource.

INQUIRY: GAR FORMS: F140 Temporary Occupancy Agreement for Seller After Closing

QUESTION:	What happens if a person doesn't move out on the date specified in a Temporary Occupancy Agreement? Can the new owner just put their stuff out or do they need to follow the procedure to evict as in a landlord/tenant situation?
ANSWER:	I think the only safe action is to evict the occupant. There has been a lot of discussion over the years whether a short term occupancy agreement creates a landlord tenant relationship. Personally, I believe it likely does and would therefore recommend a cautious approach. Good luck.

INQUIRY: GAR FORMS: F107, Amendment to Address Concerns with Property

QUESTION:	If a buyer sends in an amendment to address concerns with property and there is a back-up contract, can the seller use this amendment to void the contract and take the back-up on the grounds that the buyer is changing the contract ?
ANSWER:	No. The buyer is not changing the contract. The buyer is proposing an amendment to the contract which the seller has a right to accept or reject. If the seller rejects the request to amend the contract, the buyer can either proceed with the contract as written or terminate the contract. Requesting an amendment does not give the seller a right to terminate the contract.

INQUIRY: Virtual Assistant

QUESTION:	Can an unlicensed virtual assistant make phone calls on behalf of a licensed agent to make appointments for listing presentations?
ANSWER:	An unlicensed assistant can schedule an appointment with an existing client or customer of the licensee. So for example, if a licensee has a phone conversation with a client and they agree to meet, the assistant can schedule the appointment (see 520-1-.07(6)(e)(16). What the assistant cannot do is make cold calls to prospective clients and customers asking them if they would like to make an appointment to meet with the licensee to discuss possible representation or working with the licensee (see 520-1-.07(f)(1). The former is a permissible ministerial task for which a license is not needed. The later requires the person is be licensed. Hope this helps.

INQUIRY: Pets / Service Dog

QUESTION:	We have a client with a rental home that does not allow pets. We have someone that wants to rent the property that has a "service dog." Does our client have to rent to them and is there some sort of a way to verify that this potential tenant's dog is truly a service dog (the dog was not with them when shown the property)?
ANSWER:	Housing providers are required to make reasonable accommodations to allow tenants with handicaps to live in their rental housing. This includes allowing handicapped persons to have service or assistance animals. An assistance animal works, provides assistance or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms of effects of a person's disability. Assistance animals perform many disability related functions , including but limited to, guiding individuals who

	are blind, or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities. A service animal is not considered a pet but is instead a working animal. Under federal law, you are not allowed to inquire about a person's handicap if the handicap and need for a reasonable accommodation through the use of a service animal are obvious. Therefore, if a blind person comes to look at the apartment and tells you that he will be keeping a service animal in the apartment, you are not allowed to then ask the person what his or her disability is and why he or she needs a service animal. If the handicap or the need for a service animal is not obvious, the landlord may ask the tenant for documentation of the disability related need for an assistance animal. So for example, a housing provider may ask person who is seeking a reasonable accommodation for an assistance animal that provides emotional support to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides emotional support that alleviates one or more symptoms or effects of an existing disability. Hope this helps.

INQUIRY: Termination of Buyer Brokerage Agreement

QUESTION:	I have been notified by email that a buyer client wishes to terminate the Buyer Brokerage Agreement with one of my agents. He has asked for a termination of agreement form signed by both parties. My intention is to send him a F87 and to let him sign it unilaterally, even though I suppose just his email would suffice. Would it be wrong to point out that he may still owe a commission if he purchases a property that our agent has shown to him prior to terminating the agreement? I believe he is being coached by another agent on what to ask for and I do not know that we would actually pursue the commission anyway. Your thought? Thanks!
ANSWER:	I would explain to him that while you cannot agree to a mutual termination of the contract, he can always unilaterally terminate the Buyer Brokerage Agreement. I think it is fine to point out to him that if he purchases a home through another broker in the near future (depending on how long the Buyer Brokerage Agreement is for), he will owe you a commission. This may cause him to reassess whether it makes sense to terminate your buyer brokerage agreement.

INQUIRY: GAR FORMS: F64, Conventional Loan Exhibit

QUESTION:	My question is in regards to a buyer that doesn't comply with the terms of the loan application as stated in Paragraph (1) of the GAR Finance contingency. The buyer didn't supply letter of application or Good Faith Estimate within the time frame – actually, they never supplied either of these at all. However, buyer then uses the Due Diligence to terminate the agreement. Does the seller have the right to claim buyer defaulted on the Finance Contingency prior to terminating under Due Diligence?
ANSWER:	The buyer has an absolute right to terminate during the due diligence period for any reason whatsoever. If the buyer terminates during the due diligence period, I think it would be difficult to win an argument that the buyer should lose his/her earnest money because the buyer breached the contract due to a failure to fulfill the financing contingency during the due diligence period. There is no appellate decision case of which I am aware that gives guidance on how such a case would come out. The buyer does have a duty to try in good faith to fulfill the terms of the contract which includes a duty to obtain financing. However, I think many judges would see the buyer's absolute right to terminate as controlling. Hope this helps.

INQUIRY: GAR FORMS: F50, Seller's Property Disclosure Statement

QUESTION:	Approximately three months after closing and recent rains, a large sink hole appeared in the backyard of the property. According to the neighbors, the owner was aware of this problem for quite some time before selling the home. The Sellers Disclosure paragraph 9.b states, "Is there now or has there ever been any visible soil movement or settlement?" This is was checked NO. The owner has been non-responsive to the buyer's request for additional information concerning the hole. Is there any recourse for the buyer to have this problem

	addressed/repaired?
ANSWER:	The buyer may well have recourse against the seller. A seller has a duty to disclose latent or hidden defects in the property which could not have been discovered by the buyer upon a reasonable inspection of the property. The key question here will be whether the sinkhole was hidden at the time the buyer contracted to purchase the property? If the sinkhole could not be seen at the time at the time of the sale because the seller was, for example, filling in the sinkhole with dirt, then an excellent claim can be made against the seller for both active fraud (for intentionally covering up a defect by filling it up with dirt) and passive fraud (for failing to affirmatively disclose a latent or hidden defect). While a buyer has a duty to reasonably inspect a property for defects, in my opinion, a buyer would not normally be expected to know about or discover filled in sinkholes. However, if the sinkhole was visible at the time the buyer contracted to purchase the property (but the sinkhole was simply smaller) it is not likely a latent or hidden defect but one of which the buyer was aware. If the sinkhole existed at the time the buyer contracted to purchase the property but was smaller than it is today, the buyer may argue that it really was a latent or hidden defect because the buyer did not realize that what appeared to be a small problem was actually a much larger problem. In cases on this issue, our courts normally focus on whether a reasonable buyer upon learning of a small sinkhole would have studied it further to learn about its potential effect on the property. My opinion is that most buyers would not have ignored a sinkhole of any size and would have investigated it further. If the buyer failed to do so, the buyer's fraud claim may well be barred. In addition to the potential fraud claim, there is also a potential claim for breach of contract if it turns out that the seller lied in filling out the Seller's Property Disclosure Statement. The buyer should consult with his/her attorney if the buyer wants to pursue acclaim or claims against the seller. The attorney will likely advise the buyer to get an engineer's report detailing the size and cause of the sinkhole and what it will cost to correct it. In addition, the attorney will likely try to get a sworn statement from the neighbor as to what the seller knew about the sinkhole. The lawyer will then likely write a demand letter to the seller demanding that the seller pay to remediate the problem. Good luck.

INQUIRY: GAR FORMS: F1, Exclusive Seller Listing Agreement

QUESTION:	When extending an Exclusive Seller Listing Agreement, or changing the list price of a property on which the broker has an Exclusive Seller Listing Agreement, is an e-mail from the property owner(s) sufficient for this change or must we have an amendment to the Brokerage Engagement signed?
ANSWER:	Great question. You can do an email but to be safe the email would need to meet all of the legal requirements of any contract amendment. So for example, it should contain a recital of consideration, a reference to the original contract, a clear statement as to what is being changed in the original agreement and the signature of the owner (which can be an email signature). You would then need to agree to the same thing in an email back to the owner. Frankly, by the time you are done putting all of what is required into an email, it would probably be easier to just prepare an amendment. Good luck.

INQUIRY: HUD-Owned Property

QUESTION:	This question is regarding a HUD owned property. A previous buyer submitted a home inspection report to HUD along with a termination. HUD updates their property condition report to state, "A roof and HVAC inspection by a licensed professional is recommended. A mold inspection/testing by a licensed professional is recommended". HUD updates the report as disclosure but does not send the full inspection report completed by the previous buyer to the new buyer. The listing broker also receives the full inspection report. Does license law require the broker or HUD (seller) to give out the full inspection report? Or is disclosing the recommendation they disclosed sufficient? Also, what is the license law number in reference to this situation?
ANSWER:	BRRETA requires the listing broker in Section 10-6A-5 to disclose to all parties with whom broker is working : "(1) All adverse material facts pertaining to the physical condition of the property and improvements located on such property including but not limited to material defects in the property, environmental contamination, and facts required by statute or regulation to be disclosed which are actually known by the broker which could not be discovered by a reasonably diligent inspection of the property by the buyer." While you do not technically owe a duty to provide the actual report, you do owe a duty to disclose the contents of the report if it contains

	information that could not be discovered upon a reasonably diligent inspection of the property. However, out of an abundance of caution, I recommend that you provide the report to buyers. Good luck.

INQUIRY: Due Diligence Period Ending / Amendment Requested	
QUESTION:	Today is the last day of the due diligence period for my client. However, the client asked me to submit an amendment to the contract requesting repairs based on his home inspection. I have prepared the amendment, but the addendum that he signed states that seller will not approve additional repairs. In addition, they may not respond today and his due diligence period will expire. My client is a veteran and based on conversations may not be able to afford the repairs needed on this property. Can you please assist me with determining how I need to proceed to protect my client and myself?
ANSWER:	First, I would make sure that your buyer understands that after today, he has bought the property as-is if without any right to request repairs if he does not terminate today. The buyer needs to be the one to decide what to do here. If the buyer wants to terminate if his requested repairs are not agreed to, one way of doing this is to include on the Amendment to Address Concerns language which states "If the repairs set forth herein are not agreed to by the end of 9/2/15, this Amendment to Address concerns shall constitute notice to the Seller of the Buyer's decision to terminate this Agreement as is the Buyer's right to do under the Due Diligence Period." The Amendment to Address concerns would then need to be sent in accordance with the notice paragraph set forth in the GAR Purchase and Sale Agreement. I am assuming for the purposes of this email that GAR Forms have been used without modification. Good luck.

One of the things REALTORS® may notice in reviewing the questions and answers in this article is that while some answers are definitive, others merely predict what a court might do if confronted with that question. Many questions in the law are open to differing opinions which can change with the slightest change in the facts presented. REALTORS® are encouraged to ask their questions on the Helpline when they arise. Of course, the more precise and thorough they are in stating the facts surrounding a question, the more valuable the answer to the question will be.

Seth G. Weissman is GAR's general counsel, an attorney at Weissman, Nowack, Curry & Wilco, P.C. and a Professor of the Practice of City Planning in the College of Architecture at Georgia Tech.