

If we really have the consumer's "back" then we need a reasoned commentary as to the current state of:

A). Anti-competitive practices and policies at the national and state level which has always favored the larger brokerages and franchisors and hurt smaller independent brokerages, solo practitioners, and especially Exclusive Buyer's Agencies.

B). Pocket listings harm seller consumers from getting maximum exposure to potential buyers. This limits and restricts sellers from getting top dollar and maximizing their properties equity (and along the way padding the listing brokers' commissions and their "inside dealer" cronies). Why hire a Realtor if the seller wants limited exposure? Just be an FSBO. A listing brokerage, as a fiduciary to the seller, cannot justify limiting exposure. It makes no fiduciary sense yet increases the likelihood of dual/designated/split agency.

C). Discrimination against Exclusive Buyer's Agencies and their Exclusive Buyer Agents is anti-competitive by nature. Witness the attachment from the NAR Legal Series: Agency: Choices, Challenges, and Opportunities. Why did NAR begin to orchestrate a national effort at the statehouse level to abrogate the Common Law of Agency almost immediately after this report came out?

D). NAR orchestrated the dumbing down of Fiduciary Duties to all consumers – both Buyer and Seller – by the abrogation of Common Law of Agency. They did this at the statehouse level with their PAC money with the rubber-stamp complicity of the various state regulatory agencies and real estate commissions.

Of major importance regarding point D:

1). How NAR and state Realtor organizations bastardized the public and consumer by claiming and promoting to NAR brokerage membership that an "Exclusive Right To Buy Listing Agreement" with a Buyer was an "Exclusive Buyer Agency Agreement", (which as an FYI was promulgated here in Ohio in 1996) yet their so-called "EBA Agreement" has nothing to do with "agency" and has everything to do with compensation, getting paid if they buy. The document title is a lie against the consumer and public.

2). Yet the traditional and time-honored "Exclusive Right To Sell Listing Agreement" has everything to do with getting paid yet has nothing to do with Agency! But why do they NOT call it an "Exclusive Seller Agency Agreement"?! Why two different sets of documents and terminologies for the same type of agreement regarding compensation? Why do they treat sellers one way and buyers a different way? It is ALL about the LIE they try to perpetrate on the buying consumer (and as a result deprive buying consumers of "informed consent" as to who represents who.

Andrew Show

Exclusive Buyer's Broker

Ohio Realtor's Director

Columbus Realtor's Director

Past President, The National Association of Exclusive Buyer Agents

Adjunct Professor of Real Estate Law, Columbus State Community College