



# Core Curriculum

**2020-2021**

By Natalie Danielson

**Required current issues course for all Washington State Licensees**

PROFESSIONAL *Direction*

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## **Clockhours by Email**

1. You will be provided with a booklet of with the class material here in a pdf format.
2. The course has been divided up into sessions. In Washington State a “clock hour” is 50 minutes. There are questions about each session. They can be answered while reading the material, at the end of the session, or at the end.
3. **Answer** the questions on the quiz sheet.
4. If you have any questions regarding the material or the questions, don’t hesitate to email Natalie Danielson.
5. **Email** Quiz and Evaluation to Professional Direction. [clockhours@gmail.com](mailto:clockhours@gmail.com)
6. The certificate will be emailed ASAP after receipt of quiz and evaluation. If you are desperate... just email us!!!!

Disclaimer.. the course materials and questions are not to be used for legal advice. Information can change over time. Real estate transactions are handled different ways in different regions in the State of Washington. If you have any comments or concerns about the material contact Professional Direction.

Thanks!

*Natalie Danielson*

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# Core Curriculum 2020-2021

## Curriculum

Session Hours	Major Topics	Objective
<b>1 30 min</b>	<b>Legislative Update</b>	<b>A. Real Estate Excise Tax Legislation</b> <b>B. Business and Occupation Tax Rates</b> <b>C. Fair Housing</b> <b>D. Landlord Tenant Law Update</b>
<b>2 90 min</b>	<b>Forms VA Loan Updates</b>	<b>A. Escalation Clauses</b> <b>B. Contingency sales and Back Up offers</b> <b>C. Inspection Addendum</b> <b>D. Inspection Response</b> <b>E. Closing and Possession Terms</b> <b>F. Evidence of Funds</b>  <b>G. VA loan updates and Loan Limits</b>
<b>3 60 min</b>	<b>Business Practices Professional Standards</b>	<b>A. Professional Cooperation</b> <b>B. Broker responsibilities when in management position</b> <b>C. Timely presentation of all offers</b> <b>D. Multiple Offer Situations</b>

# Core Curriculum

## 2020-2021

By Natalie Danielson

The Core Curriculum is a required course for every real estate broker renewal every two years. The curriculum is decided by the Department of Licensing with updated material every two years. This class focuses on major sections that were determined to have an impact on the business of the real estate broker and the consumer. If you have legal questions, these must be directed to your Designated Broker or the corporate attorney.

### Course Objectives

#### As a result of taking this course the real estate licensee will be able to:

- Identify real estate legislative issues regarding Excise and B&O tax changes, Federal and State Protected classes, and Landlord Tenant Law.
- Know how to effectively utilize specific forms for escalation clauses, contingencies, and inspections.
- Know the updates regarding VA loans.
- Identify issues to contribute to professional cooperation with clients and fellow brokers.
- Identify broker responsibilities when in management position
- Know the requirement for timely presentation of offers.
- Know the way to handle multiple offers effectively.

# Legislative Updates

## A. Real Estate Excise Tax

### What is the Excise Tax change?

Effective Jan 1, 2020, the current flat 1.28% Washington State Real Estate Excise Tax changes to a graduated tax scale based on the selling price of the property. Taxable sales include transfers of ownership in real property and in controlling interests in entities that own real property in Washington. Real property includes any interest in land, or anything attached to land.

### Why was this enacted?

There has been discussion in the legislature for a progressive or tiered real estate excise tax for several years. That means that people that have more means should pay more tax is the underlying principle. This is referred to as the Real Estate Excise Tax or REET. Different thresholds of real estate sales will trigger a different amount of excise tax.

### What was the bill to change the excise tax?

The Engrossed Substitute Senate Bill 5998 created a graduated real estate excise tax during the 2019 Legislative Session. The text of the bill can be found at: <http://lawfilesexternal.wa.gov/biennium/2019-20/Pdf/Bills/Session%20Laws/Senate/5998-S.SL.pdf>

### What is the graduated tax scale?

This is for the state tax. Local jurisdictions can add their own tax rates.

Transactions up to \$500,000	Rate 1.10%	About a 15% about \$750 savings for most clients
Transactions \$500,000 to \$1.5M	Rate 1.28%	Remains as the same plus the savings below \$500,000
Transactions \$1.5M to \$30M	Rate 2.75%	
Transactions \$3.0M and higher	Rate 3.0%	

### How does it affect real estate transactions?

This means that about 90% of all transactions will see a decrease in the excise tax!

It is a much higher excise for tax for large transactions including commercial and multi family transactions.

### **Are some sales exempt?**

A sale does not include a transfer by gift, devise or inheritance or the transfer of property by tenants in common or as the result of a court decree. It does not also include the assignment of an interest in property from one spouse or domestic partner to another when in a divorce or dissolution of domestic partnership. There are a few other exceptions to the definition of a sale for this purpose that remain the same prior to the tax changes. It will not apply to sales of timberland or agricultural land which will stay at the current 1.28% flat tax.

### **What is the change in time period affecting controlling interest transfer or acquisition?**

The REET legislation expands the period for determining whether a controlling interest (50% or more) in an entity that owned real property was transferred or acquired for this excise tax purposes to 36 months. Sellers of minority interests in legal entities that own property in Washington may find themselves subjected to REET based on transactions by other parties that occurred up to 3 years prior or after their sale. The measure of REET in a controlling interest transfer is the full value of the real property owned and not the selling price.

### **Advisory Vote on November 2019 ballot**

On November 5<sup>th</sup>, 2019 there were 12 “Advisory Votes” on the ballot in Washington State. An advisory vote is a non-binding vote. The votes will not change the law. The purpose is to advise the Legislature to repeal or maintain a tax increase.

There were 12 advisory votes about taxes on the November ballot. All the advisory votes with the exception of 3 were repealed. The voters opposed the new Real Estate Excise Tax (REET) approved by the state legislature earlier this year. According to the [latest vote count](#) by the Secretary of State’s Office, voters opposed the new REET by 65.8 percent, with the measure being rejected by all 29 counties. This opposition appears to be the strongest of all the advisory votes.

While some observers put little stock in non-binding advisory votes, others feel the results will likely shape discussions regarding existing taxes and any new revenue proposals. It could have been misunderstood by many of the voters as the graduated scale could benefit such a high percentage of home sellers.

## **B. Business and Occupation Tax Rates**

### **Were the rates increased?**

The Business and Occupation Tax rates were increased for many service industries. There was about a 20% increase.

### **Are real estate brokers affected?**

Because commissions don’t get the small business tax credit that other service industries get, the real estate brokers were exempted from the increase.

# C. Protected classes under Anti-Discrimination Laws

## **What is Fair Housing**

Fair housing is the right to choose housing free from unlawful discrimination. Fair housing laws protect people from discrimination based on race, color, religion, sex, national origin, familial status, disability.

In Washington State, marital status, sexual orientation, veteran or military status and gender identity are also protected. There are further protections based on the city or county in which you reside. For example, the presence of a Section 8 voucher is protected in Seattle, Bellevue, Redmond, Kirkland, and Vancouver.

## **What is a protected class?**

People that identify as a person in a group listed as a protected class share common characteristics. Every person can identify as being in one or more protected class. We all share our race, religion and national origin with many other people. Protect classes are not necessarily minorities. It is when we are discriminated against because of that characteristic that special protection is granted under Federal, State and local laws.

## **Are you a member of a protected class?**

Yes, every person has characteristics under the laws. Every person can be described by race, color, sex, religion, and other protected classes. It is when those characteristics are used to show a limitation, preference or discrimination that any person can have protections under the laws.

## **What are the protected classes under the Federal Fair Housing Laws?**

The Federal Fair Housing Law lists the following protected classes:

Race, color, religion, national origin, sex (including pregnancy, childbirth, and related medical conditions), familial status (having children under 18 in a household including pregnant women), and handicap/disability.

## **What are the protected classes under the Washington State Anti-Discrimination laws?**

Race, color, religion, national origin, sex, Sexual Orientation/Gender identity, Veteran/military status, Disability, Marital Status, and Familial status (families with children under the age of 18 or pregnant)

## **Washington State Human Rights Commission WSHRC**

The Commission has a cooperative agreement with the Department of Housing and Urban Development (HUD) to process and investigate dual-filed housing complaints for which our Commission receives finding under the Fair Housing Assistance Program (FHAP). The Commission is a FHAP agency because our law is substantially equivalent to the federal Fair Housing Act. Most of the Commission's housing cases are dual-filed with HUD; however, the state fair housing law is more expansive than the federal fair housing law and occasionally the Commission will prepare a complaint with Commission jurisdiction only.

These are some of the issues/ cases and examples of what you should know regarding the protected classes in Washington state.

### **Race /Color in Housing**

It is illegal to discriminate on the basis of race or color

### **Creed/Religion in Housing**

It is illegal to discriminate based on a person's religious beliefs.

### **National Origin**

It is illegal to treat people unfavorably because they are from a particular country or part of the world, because of ethnicity or accent, or because they appear to be of a certain ethnic background even if they are not. It is illegal to discriminate based on a person's national origin. The Washington State Human Rights Commission does not ask or record immigration status

### **Sexual orientation and Gender Identity in Housing**

It is illegal to treat someone including an applicant or employee unfavorably because of that person's sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination.

*Last November in Hawaii, the commission found that a landlord discriminated against a resident based on her gender identity and expression and awarded the resident a total of \$95,000 in damages, including \$75,000 in emotional distress damages and \$20,000 in punitive damages. The landlord didn't appeal the decision.*

*Under Hawaii state law, it's a discriminatory practice for an owner or any other person engaging in a real estate transaction to discriminate against a person in the terms, conditions, or privileges of that real estate transaction because of sex, including gender identity and expression.*

*According to the resident's complaint, she lived and worked as the property caretaker while the landlord resided in Florida. The resident said that the landlord visited the Hawaii property to hold retreats for his mainland-based business and first met her in 2012 when she was using a name traditionally associated with the male gender and presented as male. After the landlord saw her expressing her gender identity for the first time in person, however, the resident claimed that the landlord harassed, threatened, and forced her off the property.*

*At the hearing, the resident testified that she suffered emotional distress as a result of the landlord's actions. An expert on bias crimes against lesbian, gay, bisexual, and transgender individuals testified about the pervasive stigmatization of transgender individuals and research indicating that transgender women are at greater risk of being subjected to violence. In light of this heightened risk of harm, the expert said that transgender individuals have reason to take threats of violence seriously.*

*"The decision from the Commission reaffirms its commitment to the elimination of discrimination in housing," Executive Director William D. Hoshijo said in a statement. "The award of punitive damages in the Commission's Final Decision and Order should signal to housing providers that harassment, intimidation, and discrimination against individuals for expressing their gender identity will not be tolerated." March 2019 The Fair Housing Coach*

### **Sexual Harassment in Housing**

*In Massachusetts, the Justice Department recently filed a lawsuit alleging that female residents of rental properties were subjected to sexual harassment and retaliation, in violation of the Federal Fair Housing Act.*

*The lawsuit alleged that from at least 2009 through the present, the landlord sexually harassed female tenants of rental properties owned by the landlord and related businesses. The complaint further alleges that an employee, a Level 3 registered sex offender, also harassed and assaulted female residents.*

*The complaint alleged that the landlord engaged in harassment that included making unwelcome sexual advances and comments; engaging in unwanted sexual touching; offering to grant tangible benefits—such as reducing rent amounts—in exchange for engaging in sexual acts; refusing to provide needed maintenance services or taking other adverse housing actions against female residents who resisted or objected to his unwelcome sexual harassment; intimidating female residents by monitoring them from outside their apartments or rooms; and, after receiving notice of the employee’s alleged sexual harassment of female residents, failing to take any action to prevent the employee from future sexual harassment.*

*The complaint further alleges that the employee subjected female residents to unwelcome sexual contact including groping, sexual assault, and forced touching of their bodies, without consent; unwanted exposure to female residents; making unwelcome sexual comments and sexual advances toward female residents; and making intrusive, unannounced visits to female residents’ units to conduct and further his sexual advances.*

*The lawsuit seeks monetary damages to compensate the victims, civil penalties, and a court order barring future discrimination.*

*“Landlords or their employees who sexually harass tenants will be held accountable under the law by the Department of Justice,” Assistant Attorney General Eric Dreiband said in a statement. “Such depraved conduct, targeting some of the most vulnerable in our communities, violates the Fair Housing Act and will not be tolerated. The Civil Rights Division will continue to enforce the law vigorously and work to secure justice for victims of these offenses.”*

*“No one should ever have to choose between housing and sexual harassment,” said U.S. Attorney Andrew E. Lelling. “Sexual harassment is illegal under the Fair Housing Act, and my office is committed to achieving justice and compensation for individuals whose civil rights have been violated. I encourage anyone who has been subjected to sexual harassment by his or her landlord or employee of a landlord to report it to my office.”*

*“Subjecting a person to sexual harassment not only violates the law, it robs that individual of the ability to feel safe and secure in the place they call home,” said Anna María Farías, HUD’s Assistant Secretary for Fair Housing and Equal Opportunity. “HUD applauds today’s action and will continue working in partnership with the Justice Department to address this form of discrimination.”*

*September 2019*

*The Fair Housing Coach*

### **Familial Status**

This case has not gone to court yet. It is a good practice to have two “persons” per bedroom. Fair housing laws do not have occupancy standards.

*HUD recently announced that it’s charging a couple who owns an apartment building in Georgia with violating fair housing law by refusing to rent to, imposing different rental terms and conditions on, and making discriminatory statements about families with children. The Fair Housing Act makes it unlawful to discriminate against families with children under the age of 18. Housing may exclude children only if it meets the Fair Housing Act’s exemption for “housing for older persons.”*

*The case came to HUD's attention when Savannah-Chatham County Fair Housing Council and the mother of two minor children filed complaints alleging that the couple employed a policy limiting the number of children that could reside in their apartments. HUD's charge alleges that the couple's business voicemail recording announced the policy to people who phoned looking for housing. The policy allows only one child in a two-bedroom unit and two children in a three-bedroom unit. The charge will be heard by a U.S. Administrative Law Judge unless any party elects for the case to be heard in federal court. "Landlords and property owners don't have the right to deny housing to families simply because they have children," Anna Maria Farias, HUD's Assistant Secretary for Fair Housing and Equal Opportunity, said in a statement. "HUD will continue to take appropriate action when individuals in the position to control access to housing fail to meet their responsibility to comply with the Fair Housing Act."*

*"The Fair Housing Act generally prohibits landlords from limiting housing to families with a certain number of children. HUD is committed to enforcing the Act to ensure that families with children are given equal housing opportunities," said Paul Compton, HUD's General Counsel.*

*September 2019*

*The Fair Housing Coach*

*In Las Vegas, HUD recently approved a settlement between a resident and the owner and manager of a housing community to resolve allegations of discrimination against families with children by allegedly denying unsupervised children's access to the property's common areas.*

*The case came to HUD's attention when a mother living at the community filed a complaint alleging that the property manager made her son and other children leave a recreational area of the complex after observing the children playing without their parents observing. The woman's complaint also alleged that the community maintained an unwritten policy that children couldn't use common spaces without adult supervision. The owner and manager denied that they discriminated against the woman but agreed to settle the complaint.*

*Under the agreement, the community agreed to pay \$5,000 to the mother and to allow her to terminate her lease without penalty if she chose to do so. The community also agreed to provide fair housing training for its employees and circulate a letter to residents stating that children do not need to be supervised in order to use the development's common areas.*

*"Individuals renting units at apartment complexes have a right to use any amenities that are available, and this applies to families who have children," Anna María Fariás, HUD's Assistant Secretary for Fair Housing and Equal Opportunity, said in a statement.*

*August 2019*

*The Fair Housing Coach*

### **Honorably Discharged Veteran and Military status in housing**

It is a violation to discriminate against individuals on the basis of military status or being an honorably discharged veteran. A housing provider should not ask questions about political beliefs related to military service or questions based on the assumption that veterans and service members have PTSD or other mental health conditions or disabilities. It is ok to offer incentives to people who are military personnel or veterans.

## **Handicap/ Disability**

A housing provider including landlords, property managers, homeowners, and condominium associations cannot discriminate against persons with disabilities and must reasonably accommodate persons with disabilities.

If you or someone living with you is disabled, there are additional protections. Your housing provider may not:

- Refuse to allow reasonable modifications to a dwelling or common area, at your expense, if necessary, for the person with the disability to use the housing. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the dwelling to the condition that existed before the modification.
- Refuse to make reasonable accommodation in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling. This can include service and comfort animals, parking, access, etc.

A reasonable accommodation could include an assistance animal. Fair Housing law does not have a training requirement for such animals. In order for a person to have an assistance animal, the person must have a disability, request the animal as a reasonable accommodation, and must be able to show that the animal is necessary because of the person's disability by presenting a note from a medical provider. Emotional support animals and comfort animals would be included. Fair housing does not limit the species of service animals.

*The California Department of Fair Employment and Housing (DFEH) recently announced that it has reached a \$50,000 settlement in a housing disability discrimination case with a Modesto apartment complex owner and its property manager. The case involved a resident who claimed that her lease was illegally terminated based on her disability.*

*In her complaint, the resident claimed that the community terminated her lease because throughout her tenancy, she experienced multiple medical emergencies that required the assistance of an ambulance to transport her to the hospital. The property manager allegedly reported that other residents had complained about these emergencies.*

*"Housing providers cannot terminate or decline to renew a lease simply because they disfavor tenants with disabilities," Kevin Kish, Director of the DFEH, said in a statement. "And to the extent a tenant with a disability needs a reasonable accommodation, landlords must provide it unless it would constitute an undue financial or administrative burden, a fundamental alteration of the program, a direct threat to the health and safety of others, or would cause substantial physical damage to the property of others.*

*November 2019*

*The Fair Housing Coach*

## **Hate and Bias crimes in Housing:**

Hundreds of hate crimes are reported in Washington state every year. According to the national FBI hate crime statistics 2017, 27.5% of all hate crime incidents across the nations occur in or near residences and family homes. In Washington state a person is guilty of

malicious harassment if he or she maliciously and intentionally commits causes inhur or damage to property or threatens a person or group of persons because of her or her perception of the victim's race, color, religion, ancestry, national origin, gender, sexual orientation or handicap.

### **Substance Use Disorder**

Substance use disorder is a condition that results in impairment in daily life. And is covered under the definition of "disability. Excluding individuals who take medications for Opioid use Disorder from housing may be discriminatory according the WSHRC.

## **Advertising within Fair Housing laws**

Real estate advertising must be free from any type of discrimination or preference for a person based on a protected class. This lawsuit against Facebook cuts right to that issue of discrimination in advertising. Twitter and Google have also been investigated.

If you are using online advertising for real estate, make it a good practice to not use any protected class when choosing your audience.

### ***Housing Department Slaps Facebook With Discrimination Charge March 28, 2019 NPR***

*The Department of Housing and Urban Development is suing social media giant Facebook for allegedly violating the Fair Housing Act. HUD says Facebook does so by "encouraging, enabling and causing housing discrimination" when it allows companies that use their platform to improperly shield who can see certain housing ads. HUD said that the charges would be heard by a U.S. administrative law judge or in federal district court.*

*In the [charging document](#), HUD accuses Facebook of unlawfully discriminating against people based on race, religion, familial status, disability and other characteristics that closely align with the 1968 Fair House Act's protected classes. HUD also alleges Facebook allowed advertisers certain tools on their advertising platform that could exclude people who were classified as "non-American-born," "non-Christian" or "interested in Hispanic culture," among other things. It also said advertisers could exclude people based on ZIP code, essentially "drawing a red line around those neighborhoods on a map." Using a computer to limit a person's housing choices can be just as discriminatory as slamming a door in someone's face.*

*According to the charge, Facebook uses the protected characteristics of people to determine who will view ads, regardless of whether an advertiser wants to reach a broad or narrow audience. HUD claims that Facebook combines data it collects about user attributes and behavior with data it obtains about user behavior on other websites and in the non-digital world. Facebook then allegedly uses machine learning and other prediction techniques to classify and group users to project each user's likely response to a given ad, and in doing so, may recreate groupings defined by their protected class. The charge concludes that by grouping users who have similar attributes and behaviors (unrelated to housing) and presuming a shared interest or disinterest in housing-related advertisements, Facebook's mechanisms function just like an advertiser who intentionally targets or excludes users based on their protected class.*

*"Facebook is discriminating against people based upon who they are and where they live," HUD Secretary Ben Carson said in a statement. "Using a computer to limit a person's housing choices can be just as discriminatory as slamming a door in someone's face."*

*HUD General Counsel Paul Compton added, "Even as we confront new technologies, the fair housing laws enacted over half a century ago remain clear—discrimination in housing-related advertising is against the law. Just because a process to deliver advertising is opaque and complex doesn't mean that it exempts Facebook and others from our scrutiny and the law of the land. Fashioning appropriate remedies and the rules of the road for today's technology as it impacts housing are a priority for HUD."*

*The charges come on the heels of a complaint HUD filed in August, saying "reasonable cause exists" that a violation had occurred. Facebook appeared caught off guard by the announcement. "We're surprised by HUD's decision, as we've been working with them to address their concerns and have taken significant steps to prevent ads discrimination," Facebook said in a statement.*

*"While we were eager to find a solution," Facebook added. "HUD insisted on access to sensitive information — like user data — without adequate safeguards. We're disappointed by today's developments, but we'll continue working with civil rights experts on these issues."*

*An injunction or civil penalties, which could include a payment to those who may have been harmed by Facebook's ad targeting practices, are all possible outcomes should this case be taken up by the courts.*

*Last week, Facebook said it would be settling lawsuits for just under \$5 million with several civil rights and housing advocates, including the National Fair Housing Alliance. In that announcement, Facebook said "we can do better" and promised to make changes to its platform, including not allowing housing advertisers to "target by age, gender or ZIP code." It also said advertisers that offer housing, employment and credit items "will have a much smaller set" of targeting criteria to choose from. Facebook has been facing housing discrimination allegations for years.*

*As part its investigation into Facebook's ad-targeting practices, ProPublica discovered in 2016, the company allowed advertisers access filters it referred to as "Ethnic Affinities." After that report, Facebook promised reforms. But in a follow-up report, also by ProPublica found "a significant lapse" in Facebook's monitoring of advertisers.*

## What does that mean to you, as a broker, in the practice of real estate?

As a real estate broker, you are required to promote fair housing and anti-discrimination. Examples of what would constitute discrimination may include:

- Refuse to negotiate for housing
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- Make housing unavailable or otherwise deny a dwelling
- For profit, persuade owners to sell or rent
- Advertise or make any statement that indicates a limitation or preference based on a protected class
- Deny anyone access to or membership in a facility or service related to the sale or rental of housing
- Set different terms, conditions or privileges in the course of negotiating, executing, or financing a real estate transaction

Also

- Ask questions regarding a person's background
- Discuss whether a person would be "comfortable" in certain areas based on their familial status, creed, or sexual orientation, for example.
- Show only properties that are close to a person's place of worship unless the person requests a certain location.
- Determine that one prospect is possibly more qualified than another based on their national origin or language, etc.
- Discuss with a seller the marital status, national origin or familial status or other background information of the buyer making an offer.
- Participating with a seller to choose a buyer that might "fit" in the neighborhood better because of familial status or religion.
- Evaluating offers on a property based on the background of the buyer and not the terms of the offer.
- Deny a person a rental because of a service or comfort animal.
- Use any criteria describing a protected class when advertising.

# D. Washington State Landlord Tenant Law Changes

There were several legislative changes to the Landlord Tenant Act in 2019.

## **Late rent Pay or Vacate notice**

The 3 day pay or vacate notices was increased to 14 days. The Landlord must wait 2 weeks to start the eviction process. There is a mandatory form required that is in multiple languages.

## **Eviction**

The eviction time frame has been extended from 3 days to 14 days. Rent is to include all reoccurring charges. All payments from the tenant must be applied to the rent first.

## **Military rental termination**

The military clause clarifies the condition where service members can terminate rental agreements early or with less notice. The notice changes to 20 days after receiving orders.

## **Raising Rent**

The timeline to raise rent has been extended to 60 days no matter how small or large the increase. This includes any increase to base rent as well as other reoccurring fess no defined as rent.

## **Termination**

There is a 120 day notice to terminate tenancy due to demolition, substantial renovation requiring a permit, or change of use (senior home, student housing, short term rental) of any rental property. There is an exception for an owner or immediate family member that wants to make it their primary residence. In that case, a 20 day notice is acceptable.

# Specific Form Use

## A. Escalation Clauses

### **What is an escalation clause and when is it utilized?**

An escalation clause is language in a purchase and sale agreement that is intended to help a buyer to beat other offers made on the property. It typically states that the buyer will pay a certain amount above the highest or competing offer the seller receives. There is a maximum price that the buyer is willing to pay sometimes called a “cap.”

The NWMLS forms dealing with escalation clauses and the explanation are necessary to have if you are considering this type of transaction.

### **What is the advantage to adding an escalation clause to a purchase and sale agreement?**

A buyer may be anxious to purchase the house. The buyer wants to “compete” for the opportunity to purchase the home. The buyer can be making an offer lower than the list price or the offer can be the list price or higher. The amount that the buyer wants to escalate the price is limited on the contract. The buyer must be able to qualify for the contract escalation sales amount.

### **What are the disadvantages of using an escalation clause?**

The buyer is basically putting all his/her cards on the table. The buyer is disclosing that he/she will be willing to pay more for the property. With or without competing offers, the seller could counter offer the amount the buyer might be willing to pay as his/her cap. The sellers could release that cap or maximum offer amount to the other buyers in hopes of getting another higher offer.

For a seller, it stops the negotiation. The seller could get more money possibly if the buyers just negotiate.

What is a “competing offer” when determining the escalation clause to adjust sales price?

The property might be in demand by two or more buyers. The agreed upon sales price may not appraise which could cause issues for the buyer to qualify. This needs to be addressed in the offer.

The competing offer may not actually be a “competing offer” under the definition on the forms. It may have expired or the buyer verbally made changes.

### **What if there are 2 or more offers with escalation clauses?**

Determining the best offer can be difficult. Along with escalation clauses, the buyer may be requesting the seller to pay some closing costs or make some substantial changes or repairs like a new roof.

### **What are the buyer and seller options?**

The seller can make the decision to not accept an offer with an escalation clause. It may be a higher offer but the terms may not be acceptable.

The seller and listing broker can remove the escalation Addendum from the contract and control the price that way. The seller is not obligated to use the escalation clause.

The listing broker can contact the buyer brokers and request their best offer. The listing broker does not have to disclose what the other buyers are offering. Maybe the listing broker says there is a high offer with a certain cap but doesn't disclose that there are much needed repairs requested and buyers closing costs to pay. Without the competing offer, the second offer doesn't know. The buyer should be counseled to make their best offer and be careful trying to guess about the other offer.

The listing broker and seller can counter any offer. The buyer might get a counteroffer for the amount that the buyer listed as their maximum price or "cap."

### **Calculating the sales price of the property when there is an escalation clause?**

The escalation addendum contains a worksheet to determine the sales price with an escalation clause. The "net price" is the stated purchase price (or the maximum price if the competing offer contains a price escalation clause) LESS any price adjustments such as closing costs to the buyer. When filling out the form, the purchase price of the second (competing) offer is listed. Subtracted from that price is any price adjustment like closing costs. This is important because the closing costs affect the seller's net.

*If the competing offer is \$325,000 but included \$3000 credit for closing costs the **net price** of the competing offer is \$322,000.*

The escalation amount is added to the net price of the competing offer. In addition, the credits to the buyer are added.

If the escalation amount is \$5000 and the buyer is asking for \$2000 for closing costs, the new purchase price is \$329,000.

### **What is the definition of "competing offer?"**

According to the forms, a "competing offer" must be a bona fide, arms's length written offer containing all the material terms necessary for an enforceable agreement that requires the following:

- a. The full purchase price to be paid in cash at closing
- b. closing no later than \_\_\_\_ (60 days if not filled in)
- c. is not contingent on the sale of the buyer's property.

A competing offer may include other conditions, such as buyer's pending sale of property.

## **B. Evidence of Funds**

### **How is the evidence of funds forms to be used on all transactions?**

It is recommended that all purchase and sale agreements that include funds other than a mortgage loan, use the Evidence of Funds form.

There have been times when the buyer claims to have funds to close a transaction, but they do not have the funds available. The buyer might "hope" that the funds will be available, for example. The Evidence of Funds form was created to allow disclosure of the funds and whether they are available or contingent. The buyer is compelled to give notice that they will provide evidence of the funds needed to close. If there are no funds at closing, this form would not be used.

## C. Contingency Sales and Back Up Addendums

### What is a contingency sale?

Contingency on selling and closing the buyer's property is a complicated process. Remains on the market 45 days contingency by default

A contingency sale ties two transactions together. A buyer wants to purchase a property but in order to complete the sale, needs to sell their home in order to qualify. The buyer does not want to be stuck without a home.

A seller should understand the contingency agreement. The seller has put their home under contract, but the house remains on the market during a period of time agreed to so that the buyer can get their house sold. The buyer wants to avoid a situation where they sell their house and not have a home to move into. The seller takes a risk that the buyer may not sell their house and while it is contingent other buyers may avoid the seller's house.

### Evaluating the Buyer's home

As a listing broker, it is important to evaluate the property that the buyer must sell. It may involve getting a market analysis to find out if the house is marketable.

### Bump Clause

A buyer can waive the home sale contingency if they are bumped. The buyer might risk their earnest money by waiving the contingency. If they cannot sell the house and complete the transaction, they might realize that they will lose the earnest money. The seller

### Second offer

Another buyer previews the home and writes a second offer. The seller reviews the offer and if the offer is good and they come to mutual agreement. Once the second offer is signed all around and accepted. When the second offer comes through the seller must include a form that discloses the contingency sale and the bump potential. (NWMLS Form 39) This form also includes for the second buyer to waive their rights to "walk" The second buyer (sho can only buy if the first buyer walks)

### Bump period

The seller can then give the bump notice (NWMLS 44) to the first buyer.

The form gives the buyer 5 (or otherwise written) days to decide to stay and waive the contingency or to terminate. During that period,

- The buyer can give notice they sold the house,
- The buyer can terminate the contingency offer due to not selling the home
- They can waive their home sale contingency and proceed to closing without the sale of the home.

This can mean that the buyer is typically waiving other contingencies (like financing) and close in 30 days.

### Home Inspection and Loan application

The home inspection period starts when the contingent buyer and seller mutually agree on the purchase of the house. The buyer is making a good faith effort to move forward with the purchase of the house.

The seller's home is sold with the contingency, but the seller fully expects the buyer to do the inspection and apply for the loan.

### **Buyer sells their house.. contract signed**

Buyer delivers a form to the contingent seller (90K form) and a copy of the mutually agreed contract showing the sale and the time of close. The closing typically is 30 days. Form 22B determines the closing date so that closing on the first house is 3 days after the sale of the second date or the 30 days or the waiver of the contingency. If this is to be extended, there must be another form. (You never use the 22Q form if there is a 22B form being used.)

### **Buyers considering using a home sale contingency**

Does a buyer need to sell their home to qualify for a loan to complete another sale? A broker should discuss with the buyer the options available such as a bridge loan, to complete the sale.

If the buyer can close without a contingency by using other funds or by getting a bridge loan, it might be to their advantage and they won't be in a position to waive options. The buyer can review title, get an inspection, and get the loan application to purchase done. The seller would have to agree to usually a bit longer closing date.

## **D. Inspection Addendum**

It is a best practice to encourage the buyer to have a professional inspection completed on the property. The inspection addendum deals with the time frame and the response. Often, the buyer requests repairs or additional inspections on specific issues. ]]

The inspection addendum has been changed to create a process dealing with the problems that are identified by the buyer's inspector. The repairs needed are determined by the buyer's contractor so that the brokers are not acting as contractors.

## **E. Inspection Response**

### **Know the changes and new language on the inspection contracts**

*"Buyer is prohibited from delivering Buyer's inspection report or any pages of Buyer's inspection report to seller unless the seller requests delivery."*

### **What if seller requests it?**

If seller requests a copy of the report. Make sure that you have WRITTEN instructions from the seller to provide the report.

### **Inspection report identifies problems.**

If a buyer is triggering the Additional Inspection Provisions then the buyer must deliver a page of the buyer's inspection report where the need or recommendation to seek additional inspections of buyer's property.

### **What if there is wrongful delivery of the inspection report?**

If a buyer delivers to the seller a copy of the buyer's inspection report without seller's request, then the buyer is in breach of contract.

### **What is the remedy for that breach?**

Was there damage as a result of that breach? Were the damages material or not? Did the seller have to hire a contractor or expert to refute some finding that may or may not be accurate in the inspection report? A damages claim could be justified. The buyer doesn't evaluate if there are damages. That would be determined by the seller and their lawyer.

### **The benefit of the Form for the Brokers**

This new language and requirements were written so that brokers are not drafting their own contracts with information they are not qualified to deliver. The brokers have traditionally listed out on addendums what the broker thinks seller needs to do to complete repairs identified in the report. Brokers are not contractors and have the ability know what needs to be done to correct the items an inspector list. In addition, neither broker tries to satisfy the problems identified by the inspector.

### **How does the buyer's broker prepare the request for repairs if they can't provide pages of the buyer's inspection report?**

The contractor that does the work is the one that can determine the repairs. A buyer can get a contractor to write a bid for the repair. Attach a copy of the bid to the response. Seller then hires the buyer's contractor to perform the work identified on the bid. Must be done within 3 days before closing and the original inspector can re-inspect. This puts the buyer in control of the process to remedy the problems that the buyer believes is relevant.

### **What if the seller does not want the buyer's contractor?**

The seller can go get a bid from another contractor to make the repairs listed in the bid by the buyer's contractor. The seller typically pays for the contractor.

### **How does it get done in the time frames identified?**

On the form, the buyer can't bring a contractor into the house without the seller's permission during the original inspection period. The **additional** inspection period of 5 days allows buyer to bring specialists into the seller's home based on inspector recommendation.

### **How to provide for additional time?**

Some brokers are shifting the time frames so that the original inspection time is less and increasing the additional inspection time. That can help brokers respond to the inspection issues.

## **F. Closing and Possession Terms**

### **What is the definition of "closing?"**

According to the state purchase and sale agreement form, "closing" means the date on which all documents are RECORDED **and** the sale proceeds are AVAILABLE to the seller.

Seller is to deliver the keys and garage door remotes to the buyer on the closing date the possession date (whichever occurs first.)

The closing date cannot fall on a Saturday, Sunday or a Legal holiday or when the county recording office is closed.

Any period of time measured in days on the purchase and sale agreement shall start on the day following the event and shall expire at 9:00 pm of the last calendar day of the specified period of time.

## **G. VA Loan updates**

Veterans who meet service length requirements, service members on active duty, reservists and national Guard members and certain surviving spouses of deceased Veterans may be eligible for VA loans. The advantage to a VA Guaranteed loan is that

There may not be a down payment, no mortgage insurance, a VA funding fee is built into the loan, can often be assumed.

A veteran must have a Certificate of Eligibility (COE) in order to prove entitlement.

The underwriting criteria for a VA loan includes:

- There is no maximum debt ration. However, the lender must provide compensating factors if the total debt ratio is more than 41%.
- There is no maximum loan amount. However, VA does limit it's guaranty. Veterans can borrow up toe \$453,100 without a down payment in most of the country.
- VA's residual income guidelines ensure Veteran borrowers can afford the loan. These guidelines establish how much money a Veteran must have left over after all debts and living expenses are considered.
- There is no mimimum credit score requirement. Instead, VA requires a lender to review the entire loan profile.

The loan limits established for your area and neighboring areas can be found by contacting a lender. They are not easy to research online and the lenders have the most recent information available.

# Business Practices

# Professional Standards

## A. Professional Cooperation

Every two years when the core curriculum is updated, this paragraph is included. The broker on the other side of your transaction may appear to be less competent. Remember, that broker may be of the same opinion as you.

When working with another broker on the opposite side of the transaction or when the broker has referred you, it is important to give them a shout out.

One of the biggest complaints in the real estate industry is that the conduct and professionalism of the broker on the other side of the transaction. To keep a transaction moving smoothly toward closing, it is important to keep open lines of communication and respond in a timely manner. All commission issues need to be in writing.

One of the biggest complaints from consumers and real estate brokers deals with communication. The broker so often didn't answer the phone and there wasn't a return call is an example. From my own experience, if I call ten real estate brokers today, I will probably get about 20% to actually answer the phone even if they just called or emailed me. Only about 20% will call back after leaving a voice mail.

When involved in a transaction, real estate brokers need to have good communication skills. There is no real estate class, designated broker lecture, or motivational seminar that can transform an broker into one that has good communication skills. Success in this business does depend on effective communication. For this month, take the challenge to answer the phone and follow up with people in a timely way!

The type of complaints can include:

- The broker did not answer phone calls or does it sporadically
- The assistant to the broker does not know anything about the transaction
- The Broker did not file the paperwork on time.
- The broker will not confirm the earnest money received.
- The broker did not tell the buyer that their offer was presented or not accepted.

## B. Broker Responsibilities when in Management

The Designated broker of a firm can delegate certain responsibilities to managing brokers. Duties of a designated broker cannot be delegated to brokers, but only to those with a managing broker's license. Real estate license law requires that all delegations of authority be in writing from designated broker to a managing broker. While designated brokers are able to delegate many duties to a managing broker, the delegation of authority is not complete unless and until it is put into writing, signed by both the designated broker and the managing broker. Oral delegations of authority do not successfully delegate authority and do not hold up under an audit.

It has been a common practice within many real estate firms to have an additional layer of organization. Many offices operate with "teams." Though not defined under the laws, the manager of a team would only need a managing broker's license if the designated broker defined and delegated duties in writing.

The delegation of authority is NOT a delegation of responsibility. When a designated broker delegates authority to a managing broker, the managing broker is "authorized" to take action that is otherwise required, pursuant to the Licensing Law, of the designated broker. However, if managing broker fails to act or fails to act responsibly to fulfill the delegated act, then designated broker remains responsible, based on the Licensing Law, to perform the required act.

For example, if a designated broker properly delegates authority to a managing broker to supervise the brokerage services of a team member who is licensed less than two years, and team leader fails to exercise proper supervision, designated broker remains responsible to the Department of Licensing for that failure of oversight.

The following duties are examples that would require a written delegation of authority from the designated broker to a managing broker.

- Safe handling of client funds which includes the receipt of earnest money
- Maintenance of trust accounts for real estate sales and property management
- Transaction and trust account recordkeeping can be delegated to a managing broker for a team
- Supervision of brokers within the firm. An example can be a managing broker supervising a broker licensed less than 2 years.

## C. Present All Written Offers

### **Offers must be presented in a Timely Manner**

"Regardless of whether the licensee is an broker, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may not be waived:" (RCW 18.86.030 (1) (C))

"To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing sale or the buyer is already a party to an existing contract."

The most basic duty of a seller's broker is to help the seller get the best price and terms. It is important to note that if you have a listing that is sold pending; you must still present other offers. The seller cannot sign two agreements, of course, unless one is a back up or subject to the failure of the first offer. If buyer or seller makes an offer to the other, after mutual acceptance, typically an offer to modify the contract, that offer must be presented timely. If a different buyer makes an offer to seller after seller is already in a binding agreement with a buyer, that new offer must also be presented timely to seller.

### **Is it ok for a listing broker to hold an offer waiting for a possible higher offer?**

The offers on a property must be presented to the seller. It is not right to withhold an offer hoping for another one to be written. It is clear that sitting on one written offer while the seller accepts another offer is a very bad practice and clearly violates the law.

If the listing broker receives an offer that he or she believes is not a complete offer it is far lower than what the seller might accept, or was received after the other offers, the listing broker still has the responsibility to present the offer to the seller. When written offers come in that are so low they are offensive or so poorly written they are indecipherable, it is not up to listing broker to determine whether those offers should be presented.

### **The listing broker sorted the offers from best to worst.**

If there are multiple offers and the listing broker sorts out the top one, two or three offers, the seller still has the right to review all the offers presented. Even if broker knows that buyer cannot or will not agree to seller's proposal, broker must present buyer's written offer to seller. When seller has already entered a purchase agreement and a competing offer is presented by a new buyer, the listing broker must present it---even if broker anticipates a bad reaction by seller.

When buyer and seller are in contract and seller proposes written modification of the agreement, it is never up to buyer's broker to reject the modification... Even if broker knows that buyer cannot or will not agree to seller's proposal, broker must present seller's written proposal to buyer.

If a summary of each offer is presented to seller, to assist seller in processing the information, the entirety of each offer must also be provided to the seller. It is unlawful for a broker to present something less than the offer as written. Make sure the seller has the ability to review the entire offer.

### **Does the listing broker have to postpone presentation until the offer review date?**

Often there is a date chosen to present all offers to the seller. An offer may have an expiration date prior to that date. If seller is unavailable or refuses to review an offer prior to expiration, then listing broker's file should reflect those circumstances. Even if seller set an offer review date in the future, broker must notify seller if an offer comes in from a buyer with an expiration date prior to seller's established review date. Seller must be informed that an offer will expire, and thus be void, before the pre-determined offer review date. It is always up to seller whether seller will review an offer earlier than the review date listed.

Any written offer, notice or communication, to or from a party, no matter how ridiculous, inconsequential, offensive or irritating, must be presented timely. The duty to timely present all written offers persists even after mutual acceptance.

### **Definition of "a timely manner?"**

Brokers have an Agency Law duty to present all written offers in a timely manner.

All offers or communication must be presented in a "timely fashion." Factors within broker's control that delay presentation are unacceptable. If the only relevant factors resulting in delayed presentation are factors under broker's control, broker will have no excuse for failing to make timely presentation.

The determination of timeliness, however, is not always so clear. "Timely" will be impacted by many forces, often outside the control of a broker. Seller may leave on vacation with instructions to hold all offers until seller's return. Buyer may be hospitalized unexpectedly and unable to receive written communications until released. There can be any number of factors that affect "timely" in a given transaction. However, if presentation of a written offer, notice or communication is delayed by forces beyond broker's control, broker should include evidence or a notation of those factors within the transaction file. In defense of a complaint, broker may need to be able to prove that presentation was "timely" given the circumstances, according to the Washington Realtors.

Moreover, all offers must be presented timely. What “timely” means depends upon the circumstances at issue. Certainly, “timely” requires presentation before the offer expires, unless it is impossible to present the offer prior to expiration.

Similarly, absent a seller’s instruction, it is not appropriate to delay presentation of an offer while listing broker hopes for additional offers to be presented, including offers from listing broker’s buyer. If listing broker believes that delayed presentation of an offer is beneficial to seller, listing broker must advise seller of the circumstances and adhere to seller’s subsequent instruction. If seller instructs delay, broker should document that instruction, in writing, in broker’s transaction file.

## D. Multiple Offer Situations

In an active market like most of the state is experiencing with limited inventory, a well priced house for sale can generate more than one offer. There are no laws or rules that are written that specifically deal with multiple offer situations. The law does state:

“All offers must be presented to the seller in a timely manner.”

This issue of presenting offers has been discussed on previous pages. All offers must be presented to the seller.

### Evaluating the Offers

The seller then can evaluate the offer based on the price offered, the buyer’s ability to close based on the lender’s letter and the terms that must be acceptable. The real estate listing broker needs to focus on those issues. The real estate broker is not an attorney nor a lender. Determining one buyer is more qualified than the next based on factors including the money down could be very misleading because a buyer who is well qualified might choose to put less down while a buyer with questionable credit may be required to put more down by the lender. Choosing one buyer over another based on how well they might “fit” in the neighborhood is a discriminatory practice.

It is important to stick with the MLS forms when preparing and presenting purchase and sale agreements. Avoid attempting to write contracts on the blank addendum or you could be in the world of the unauthorized practice of law.

### Seller Options

If there are multiple offers on a property, the seller has several options.

- The seller can choose just one offer at that time, even if it is not the highest price. But, the seller CANNOT choose an offer over another because of the description of the buyers. For example, the seller cannot choose the single man over the mixed race couple.
- The seller can reject all offers.
- The seller can counter offer on more than one offer. But the risk is at the property may end be being sold to more than one buyer. Many attorneys and brokers advise against this or creating a “race to the finish.”
- The seller can negotiate based on the “escalation clause” that a buyer may have included in their contract.

### All offers MUST be presented

It is most important to bear in mind the laws that pertain to all real estate transactions must be kept in mind. Under the Law of Agency RCW 18.86.030, “it is the duty of a broker to present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase.”

### **Disclosure of Multiple Offers**

According to the REALTOR Standards of practice clearly requires disclosure of the existence of multiple offers, with the sellers' permission, if a buyer or cooperating broker asks about the existence of multiple offers.

### **Counter offers**

A counter offer is a new offer. Avoid countering two offers at once with "a race to the finish" ending. The house could be sold twice. The seller can accept another offer in a backup position subject to the failure of the first offer.

### **Avoid selling the house twice**

If another offer is presented, it is imperative that IF the seller signs the second offer, it should be "subject to the failure of the first offer." Too often sellers sign a second offer without withdrawing the counter on the first offer. Therefore, sellers have sold their property to more than one party.

### **Avoid Discrimination**

Often licensees encourage the buyer to write a letter, sometimes referred to as a "love letter," to convince the seller to choose their offer. But, many of the letters include information about the buyer so that the seller could end up choosing one buyer over another violating Federal, State and local fair anti-discrimination laws. A seller can choose who to sell their house to as long as they do NOT discriminate. If one of the other buyers has any reason to believe there is has been a limitation, preference, discrimination or disparate treatment because of a protected class, then that buyer has the right to file a claim. So, as a licensee, it is important to encourage the sellers to choose the "paper" not the "people" when choosing between multiple offers.

### **Escalation Clauses**

There are a number of situations where the buyers can sign "escalation clauses." These agreements basically say that they will match or go a certain dollar figure higher than the highest offer. This would encourage the seller to choose that offer due to the fact it would be the highest.

It gets more complicated when there are a number of offers with similar clauses. Sometimes the clauses have limits as to the highest amount the buyer will pay. Sometimes they require a copy of the second highest offer. Sometimes the seller counters at the higher sale price even without another offer.

### **Offer Accepted**

When a seller accepts an offer, it is important for the listing broker to take the responsibility to inform the other buyers that their offer was not accepted. It is important to note that this "failure to present offers" has become a significant discipline issue for DOL. It is unlikely that listing brokers are actually failing to present all offers timely. It is far more likely that listing brokers are failing to give unsuccessful buyer brokers proof that seller actually reviewed and rejected buyer's offer, leaving buyer and buyer's broker to wonder whether seller saw buyer's offer at all. Buyers and buyer brokers, frustrated by not getting the property and uncertain as to whether buyer's offer was seen, are more likely to file a complaint with DOL, claiming listing broker failed to present the offer. When DOL investigates, listing broker will have to prove that listing broker timely presented all written offers. Unfortunately, a typical listing file contains no proof of timely presentation. Listing brokers can avoid this DOL investigation and discipline altogether by giving buyer brokers the courtesy of notification that seller rejected buyer's offer. Returning the offer with the word "rejected" written across the face of the offer, signed and dated by seller, provides proof of seller's timely review and rejection of the offer.

# Quiz for Core Curriculum 2020-2021

## Complete answers on this form. Scan to Professional Direction with Evaluation

1. The real estate excise tax in Washington state increased for all properties. True / False
2. The advisory vote on the November 2019 ballot forces the legislature to amend the excise tax changes. True / False
3. The Business & Occupation tax rate was not changed by the legislature in 2019 for real estate brokers in Washington State. True / False
4. Gender identity is a protected class in Washington State. True / False
5. A landlord making unwanted sexual advances and contact without consent would be in violation of the Fair Housing Act. True / False
6. A seller that refuses to sell to a Veteran may be violating the Washington State anti discrimination laws. True / False
7. Emotional support and comfort animals are including under fair housing in Washington State. True / False
8. A real estate broker would be violating fair housing laws by targeting certain persons based on their national origin. True / False
9. A real estate broker can encourage the seller to choose the offer because it is a family over one that is a single man. True / False
10. In Washington State, the 3 day notice to pay rent or vacate was increased to 14 days. True / False
11. An active service person in the military can terminate a rental agreement early without penalty due to receiving orders. True / False
12. The timeline to raise rent has been extended to 30 days no matter how small or large the increase. True / False
13. The owner of rental property must give a 120 day notice to terminate tenancy if major renovations will require a permit. True / False
14. If there are multiple offers on a property for sale, the seller/listing broker is required to use the escalation clause. True / False
15. When a buyer writes an escalation clause, there is a maximum price or cap listed on the contract. True / False
16. The buyer can terminate the contract if the escalation clause forces the sale price to be higher than the appraisal. True / False
17. An offer that is considered a “competing offer” must be current, bona fide, and arms length. True / False

18. A seller activating an escalation clause, has the obligation according to the contracts to provide a copy of the first offer. True / False
19. A competing offer can be considered a bona fide offer even if it has a condition such as buyer's pending sale of property. True / False
20. It is a best practice to include an "evidence of funds" form when a buyer needs funds available to close a transaction. True / False
21. A contingency sale ties two transactions together and can be a complicated process. True / False
22. A listing broker should do their due diligence and verify that the property the buyer must sell is marketable. True / False
23. When the seller receives a second offer, the seller MUST bump the first offer immediately. True / False
24. The contingent buyer should be actively making a good faith effort to move forward with the purchase of the home. True / False
25. A buyer's broker should discuss options, like a bridge loan, with the buyer to purchase property in addition to a contingency. True / False
26. After a buyer receives an inspection report, it is required that it be delivered immediately to the seller for review. True / False
27. A buyer could be in breach of contract if the home inspection is delivered a copy of the home inspection. True / False
28. If buyer's inspector identifies problems requiring an additional inspection, a copy of that page of the report must be provided. True / False
29. The advantage to the updated inspection forms is that the brokers are not drafting their own contracts regarding repairs. True / False
30. The buyer hires a contractor to write a bid for repairs so that the seller can hire that contractor to perform the work required. True / False
31. The inspection forms state that the buyer can't bring a contractor to the house without the seller's permission during inspection period. True/ False
32. The actually "Closing" of a transaction occurs on a real estate sale at the time when the documents are recorded. True / False
33. One of the biggest complaints from consumers is that the broker didn't communicate. True / False
34. "Teams" are defined as a group of brokers working under a managing broker according to the WA State Law of Agency. True / False
35. A listing broker does not have to present an offer on a property if there is already mutual acceptance on another contract. True / False
36. If the listing broker can hold presentation of offers especially if he/she will be writing an offer with their buyer. True / False
37. The listing broker has the responsibility to sort and show only offers that are the top offers on a property to a seller. True / False

38. A broker must present all written offers to the seller. True / False
39. A seller needs to be careful not to counter two offers simultaneously without selling the house to two parties. True / False  
A seller can reject all offers in a multiple offer situation True / False
40. All offers must be presented in a “timely manner.” Timely can be impacted by many forces outside the control of the broker. True / False
41. If offer presentation is delayed by forces beyond brokers control, it is best to include evidence of those factors in the file. True / False
42. If a summary of each offer is presented to the seller, the actual offers must also be presented to the seller for review. True / False
43. The seller can evaluate multiple offers on the price, buyer’s ability and time to close and the lender letter. True / False
44. The real estate broker is not a lender, so evaluating the buyer’s qualification is only limited to the lender letter. True / False
45. The seller should choose the offer based on the “paper” not the “people.” True / False
46. A counter offer is basically a new offer. The buyer can walk without signing it. True / False
47. The seller can reject all offers in a multiple offer situation. True / False
48. It is best practice to use the MLS forms when negotiating offers to avoid the unauthorized practice of law. True / False
49. All offers must be presented to the seller regardless of whether the broker deems the offer acceptable. True / False
50. A broker is responsible for keeping up to date communication to their clients in a real estate transaction. True / False

**You must include answer sheet or the entire quiz and the Mandatory Evaluation and return to Professional Direction with tuition to get clockhours.**



# Quiz for the Core Curriculum 2020-2021

You must attach the Evaluation to this Answer Sheet (or the quiz) to receive clockhours.

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I attest that I have read the materials and have answered the questions. The mandatory evaluation is attached!

Print Name \_\_\_\_\_ Company \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

PROFESSIONAL Direction, Email: [clockhours@gmail.com](mailto:clockhours@gmail.com)



## Mandatory Registration and Evaluation

- |   |          |
|---|----------|
| Did you read the material in the booklet on this date?  | YES / NO |
| Did you complete the quiz and attach answer sheet?  | YES / NO |
| Did you pay tuition using secure payment option on the website. Pay pal processes credit cards. | YES / NO |
| Did you fill out and sign this form?  | YES / NO |

Why did you choose to take this course? Topic? Time? Cost? Ease? Other?

A "clock hour" is 50 minutes. This 3 hour class should take about 2 hrs 30 min. How long did it take you to complete the course? \_\_\_\_\_

Will the material you learned improve your performance?	
Were the course materials easy to follow?	
Were the course materials relevant to your profession?	
Were your objectives met by attending the class?	

What are 3 things that you learned from the course?

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

### Current Issues Core Curriculum 2020-2021

Print Name CLEARLY	Signature	Company
Address	City Zip Code	Phone
	Email	
License Renewal Date	Date Class taken	Notes

*Thanks for taking this class! I really appreciate the brokers that take clockhours from my school! I am always working on my classes and writing new ones!*

**Professional Direction, email: [clockhours@gmail.com](mailto:clockhours@gmail.com)**

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