



February 4th, 2026

Notice of Final Action - Ethics Hearing

Dear WCBR Members,

As outlined in the National Association of REALTORS® Code of Ethics & Arbitration Manual, Boards are permitted to publish the outcomes of ethics hearings resulting in formal discipline. Names may only be disclosed when the discipline involves suspension or expulsion of Board and/or MLS membership. Because this matter did not result in suspension or expulsion, the decision is being shared with member names redacted. This information is distributed through official Board communications to support member awareness and compliance with ethical standards.

On January 21st, 2026, the WCBR Board of Directors ratified the findings of the Hearing Panel. Following a full Ethics hearing, the Panel found that the Respondent violated **Articles 1 & 9** of the **REALTORS® Code of Ethics**, which reads:

Article 1: When representing a buyer, seller, landlord, tenant, or other client as an agent, REALTORS® pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REALTORS® of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant, or other party in a non-agency capacity, REALTORS® remain obligated to treat all parties honestly. (Amended 1/01)

Article 9: REALTORS®, for the protection of all parties, shall assure whenever possible that all agreements related to real estate transactions including, but not limited to, listing and representation agreements, purchase contracts, and leases are in writing in clear and understandable language expressing the specific terms, conditions, obligations and commitments of the parties. A copy of each agreement shall be furnished to each party to such agreements upon their signing or initialing. (Amended 1/04)

The Respondent listed the Complainant's vacant home. The Complainant initially permitted the Respondent's child to park a van on the property during the listing period. When the listing expired, the Complainant received calls from other real estate agents, some of whom reported that the Respondent had not responded to their requests for information during the previous listing term. The Respondent did not inform the Complainant that the listing had expired. Subsequently, the calls stopped, and the Respondent informed the Complainant by phone that they had "taken it upon themselves" to relist the property. The Respondent did not obtain a new signed listing agreement or an addendum to extend the existing one.

The Complainant then instructed the Respondent via text message to take the property off the market. The Respondent agreed but failed to secure a signed cancellation of the listing agreement or any other formal written documentation.

Following the Complainant's instruction to cancel the listing, an incident occurred on the property involving the Respondent's adult child and an ex-partner. The Respondent called the police because the ex-partner refused to leave the property. A neighbor reported hearing yelling, specifically the child telling the ex-partner to "get out of my van, get out of my van."

The Respondent told the police they lived across the street, a statement corroborated by their child. The child informed the police that they had picked up the ex-partner from Las Vegas, and they had been staying there for a few days. The child stated they called their parent (the Respondent), who then called the police, after the ex-partner became violent and refused to leave.

Police body camera footage confirmed that the Respondent's "for sale" sign was still in the front yard at the time of the incident, which occurred *after* the listing had been canceled. The Respondent also told the police they were still the listing agent for the Property.

Respondent testified that their child may have been visiting to retrieve items from the van but denied that the child lived in the van on the property. The Respondent also claimed ignorance regarding other cars and people regularly accessing and using the property, despite living across the street.

However, the Complainant submitted nine police videos containing audio statements from the Respondent and their child that contradicted the Respondent's hearing testimony. Furthermore, signs of camping were present, including propane tanks, steps set up to access the van easier, garbage cans being moved for pickup, and neighbors reporting regular "coming and going" of cars and individuals during the listing period.

The panel concluded that Respondent failed to protect the client's interests. Specifically, the panel concluded there was an unapproved use of the property by third parties during the listing period, which Respondent had a duty to report to the Complainant. Further the Respondent neglected to respond to inquiries from other real estate agents and failed to remove his "for sale" sign after the listing was cancelled. Additionally, Respondent also did not ensure that all agreements, extensions, and amendments were in writing. Respondent relisted the property without a new listing agreement or a written amendment, verbally stating they had "taken it upon themselves" to do so. Respondent testified that they regularly use text message confirmation for changes, including material terms, without a formal written amendment, which violates MLS policies requiring a validly executed listing agreement with written addendums.

As a result of these findings, the following disciplinary action was imposed:

- Take the following classes in a live, in-person session, within 90 days:

- Mandatory Core (whether or not Respondent has already taken the mandatory core class in this licensing cycle)
- Code of Ethics (whether or not Respondent has already take the COE in this cycle)
- Pay a \$2,000 fine.
- Respondent's MLS permissions shall be restricted for a 1-year probationary period such that
 - (1) Respondent must submit all listing paperwork directly to the MLS via email to mls@washingtoncountyrealtors.com prior to publication of any new listing, and
 - (2) amendments that comply with MLS rules and regulations submitted prior to any change to an existing listing be approved.

A 90 day MLS suspension will be held in abeyance for one (1) year provided that the Respondent does not violate any article of the Code of Ethics during the probationary period. Upon the successful completion of the probationary period, the suspension will be vacated, and Respondent's MLS privileges and permissions shall be restored in their entirety.

Please be advised that the decision of the Board of Directors is final and not subject to further review.

Sincerely,

Emily Merkley

Chief Executive Officer & Professional Standards Administrator