B-Engrossed

House Bill 2550

Ordered by the Senate June 2
Including House Amendments dated April 12 and Senate Amendments
dated June 2

Sponsored by Representative MEEK; Representatives KOTEK, RUIZ, SOLLMAN (Presession filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

Directs seller's agent to [*redact or withhold*] **reject** communication from buyer to seller as necessary to help seller avoid selecting buyer based on buyer's race, color, religion, sex, sexual orientation, national origin, marital status or familial status, in violation of federal fair housing laws.

1   **A BILL FOR AN ACT**

2   Relating to the duties of the seller's agent in real estate transactions; amending ORS 696.805.

3   **Be It Enacted by the People of the State of Oregon:**

4   <u>SECTION 1.</u> ORS 696.805 is amended to read:

5   696.805. (1) A real estate licensee who acts under a listing agreement with the seller acts as the

6   seller's agent only.

7   (2) A seller's agent owes the seller, other principals and the principals' agents involved in a real

8   estate transaction the following affirmative duties:

9   (a) To deal honestly and in good faith;

10   (b) To present all written offers, written notices and other written communications to and from

11   the parties in a timely manner without regard to whether the property is subject to a contract for

12   sale or the buyer is already a party to a contract to purchase; and

13   (c) To disclose material facts known by the seller's agent and not apparent or readily

14   ascertainable to a party.

15   (3) A seller's agent owes the seller involved in a real estate transaction the following affirmative

16   duties:

17   (a) To exercise reasonable care and diligence;

18   (b) To account in a timely manner for money and property received from or on behalf of the

19   seller;

20   (c) To be loyal to the seller by not taking action that is adverse or detrimental to the seller's

21   interest in a transaction;

22   (d) To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;

23   (e) To advise the seller to seek expert advice on matters related to the transaction that are

24   beyond the agent's expertise;

25   (f) To maintain confidential information from or about the seller except under subpoena or court

26   order, even after termination of the agency relationship; and

27   (g) Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.
New sections are in **boldfaced** type.

1 for the property, except that a seller's agent is not required to seek additional offers to purchase
2 the property while the property is subject to a contract for sale.

3 (4) A seller's agent may show properties owned by another seller to a prospective buyer and
4 may list competing properties for sale without breaching any affirmative duty to the seller.

5 (5) Except as provided in subsection (3)(g) of this section, an affirmative duty may not be waived.

6 (6) Nothing in this section implies a duty to investigate matters that are outside the scope of
7 the real estate licensee's expertise, including but not limited to investigation of the condition of
8 property, the legal status of the title or the owner's past conformance with law, unless the licensee
9 or the licensee's agent agrees in writing to investigate a matter.

10 **(7) In order to help a seller avoid selecting a buyer based on the buyer's race, color, re-**
11 **ligion, sex, sexual orientation, national origin, marital status or familial status as prohibited**
12 **by the Fair Housing Act (42 U.S.C. 3601 et seq.), a seller's agent shall reject any communi-**
13 **cation other than customary documents in a real estate transaction, including photographs,**
14 **provided by a buyer.**

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