Ethics, Healthy Boundaries and Best Practices for Resolution

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Why Talk About Ethics and Boundaries?

- We work with a diverse and vulnerable group of individuals with a variety of needs who may also present with poor or unhealthy boundaries.
- As professionals, we may encounter dilemmas that may create ethical and boundary issues and concerns.

Ethics Defined

- Greek word “ethos” meaning character.
- Study of principles relating to right and wrong conduct.
- Standards that governs the conduct of an individual or members of a profession. (ASSC)

Ethics Defined

- Set of guidelines for conduct.
- Are not laws or rules, even though a violation may lead to breaking a law or negative consequences.
- Most of the time there is no absolute right or wrong, many grey areas.
Principles of Ethics

- Autonomy
- Beneficence
- Non-Maleficence
- Veracity

Autonomy

- Justice
- Respect
- Professionalism
- Role Fidelity

Autonomy

- Greek word autos-nomos meaning “self-rule” or “self-determination”
- Refers to the capacity of a rational individual to make an informed, un-coerced decision.

Autonomy

Residents have a right to self-determination even if at times we do not agree with their decisions or choices.

Beneficence

Refers to actions that promotes well-being and serves the best interests of our residents.
Non-Maleficence

• Obligation that we act in ways that do not inflict, or cause avoidable, or intentional harm.

• “First, do no harm”

Veracity

• Principle of truth telling, grounded in respect for persons and the concept of autonomy.

• Basic expectation that we are honest in our professional interactions.

Justice

Requires that we act in ways that treat people equitably and distribute benefits and burdens fairly.

Respect

• Refers to the concept that all people deserve the right to fully exercise their autonomy.

• Afford and treat all people with basic respect.
Professionalism
Ethics and standards of practice for a particular profession that are typically agreed upon and maintained through widely recognized professional associations. ASSC Code of Ethics

Role Fidelity
Faithful devotion to duty which entails specific loyalties associated with a particular professional designation.

When Do We Use Ethics?
✓ Daily
✓ To determine best practice in meeting the needs of our residents.
✓ When we are unsure of how to proceed or struggling with a dilemma. (grey areas)

Ethics Are Influenced by your Values
® Personal Values
® Professional Values
® Cultural Values
Lessons Learned

®Your ethical orientation and personal and professional values change and evolve as you continue in your career.

®With each ethical dilemma you encounter, there is a lesson to be learned.

Boundaries Defined

Noun, plural -ries.

1. Something that indicates bounds or limits; a limiting or bounding line.

II. Working definition: The rules that define the limits of professional behavior.

Boundaries Defined

A Dividing Line
distinguishing between two things

This is okay ___________ This is not okay
The distinction between right/wrong, good/bad, okay/not okay, appropriate/inappropriate may not always be crystal clear

The line that separates the resident from You.

Importance of Maintaining Professional Boundaries

- Clearly establishes expectations which allows for safe connections and interactions.
- Promotes healthier workplace, impacts staff morale, increases productivity and retention.
Importance of Maintaining Professional Boundaries

- Provides a clear understanding of roles and responsibilities.
  - Being friendly, not friends.

Importance of Maintaining Professional Boundaries

- Prevents enabling, codependency behaviors.
- Reduces the risk exploitation and acts of abuse.

Act of Abuse

Any misuse of power, betrayal of trust and respect, or inappropriate intimacy between the housing services professional and the resident that could reasonably be expected to cause physical, emotional, sexual, or financial harm and neglect.

Importance of Maintaining Professional Boundaries

- Reduces anxiety as roles, responsibilities and expectations are clear.
- Avoids or limits the violation of any Federal, State and local laws.
- Provides a safe atmosphere where the resident and housing services professionals are mutually respected.
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<tr>
<th>How are Boundary Decisions Made?</th>
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<tr>
<td>Depends on many variables, including:</td>
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<tr>
<td>• Title and position</td>
<td>• Location of the work</td>
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<td>• Skills</td>
<td>• Organization’s risk tolerance</td>
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<td>• Length of time in the profession</td>
<td>• Organizational values</td>
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<th>How are Professional Boundaries Established and Enforced?</th>
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<td>©By Law (Federal, State, Local) HUD, Fair Housing Laws, Tenant/Landlord Laws, etc.</td>
<td>©National Housing Associations (AASC, AHMA, LeadingAge, etc.)</td>
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<td>©By licensing and certifying bodies. (National Association of Residential Property Managers <a href="http://www.narpm.org">www.narpm.org</a>, HUD, NAHRO, FHA, HFC, etc.)</td>
<td>©By your agency’s policies &amp; procedures (ACOP, PH Policies, HR Policies, etc.)</td>
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There is an inherent power differential and imbalance in the relationship between the housing services professional and the resident.

Maintaining healthy boundaries helps us to control this power differential and promotes safe connections with our residents and allows us to meet their needs.

The responsibility for maintaining healthy boundaries is the responsibility of the housing services professional even if the resident doesn’t want boundaries.

Tips for Creating and Maintaining Healthy Professional Boundaries

- First Do No Harm. (Benevolence)
- Request and participate in training, ask questions (Knowledge)
- Ask for assistance & support. (Supervision)
- Do the best YOU can. (Competence)
Establish clear agreements and expectations with your residents right from the beginning.

Clarify your roles & responsibilities frequently.

Address all boundary violations and warning signs early.

Tips for Creating and Maintaining Healthy Professional Boundaries

Disclose personal information only related to resident’s goals. (appropriate self-disclosure)

Utilize professional resources.

When in doubt, consult with your Supervisor and refer to your Human Resources Handbook

Characteristics of Unhealthy Boundaries

- Sharing too much information about self before establishing mutual trust in a relationship.
- Avoiding conflict.
- Possessing no clear identity or sense of self.

Characteristics of Unhealthy Boundaries

- Having few or no close relationships.
- Having difficulty identifying wants, needs or feelings.
- Giving residents personal cell phone number, home address, friends on Facebook, etc.
### Possible Warning Signs

- Offering assistance outside of role.
- Frequently thinking about a resident when away from work.
- Making inappropriate requests of the resident.

### Possible Warning Signs

- Sharing work concerns or venting about other residents or team members.
- Asking residents to keep secrets.
- Developing personal relationship or physical attraction toward resident.

### Possible Warning Signs

- Engaging in inappropriate physical touching.
- Providing residents with special attention or treatment.
- Denying they have violated boundaries when brought to their attention.

### Possible Warning Signs

- Referring to residents as a friend.
- Giving expensive/valuable gifts.
- Socializing with residents outside of work.
- Others? Refer to HR manual.
<table>
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<th>Behaviors That Can Weaken Boundaries</th>
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<td>- Pushing yourself beyond your limits.</td>
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<td>- Working long hours, no time off.</td>
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<td>- Insufficient sleep. (6-8)</td>
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<td>- Concealing your true feelings.</td>
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<td>- Lack of Work/Life balance.</td>
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<td>- Lack of social support network.</td>
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<td>- Doing too much for others while neglecting your own needs.</td>
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<tr>
<td>- Allowing people too much closeness or touching when you are uncomfortable.</td>
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<td>- Using chemicals to avoid yourself: caffeine, alcohol, sugar, nicotine, and illicit drugs.</td>
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<th>Consequences</th>
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<td>- Compassion fatigue and burnout.</td>
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<td>- Potential for splitting on teams.</td>
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<td>- Risk management/liability.</td>
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Consequences

- May lead to acts of unethically behavior.
- Compromised reputation.
- Physical and emotional trauma.

Commitment to Resident

Informed Consent

- Disclosure with valid consent (ROI)
- Third party consent
- Legal considerations
  - Imminent danger
  - Illegal activity
  - Lease violations

Issues shared with Property Management

- Illegal Activity (Federal Law prevails)
- Abuse of self or others
- Lease violations
- Need to know basis

Ethical Issues SCs May Face

- Conducting PM duties: serving lease violation notices, collecting rent, lease enforcement, etc.
- Running errands, providing personal care or housekeeping duties
- Transporting residents in personal vehicles
Ethical Issues SCs May Face

Serving as:
- Power of attorney
- Guardian
- Notary

(while not illegal, if there are other community-based options that can serve in this capacity best to defer)

Ethical Issues SCs May Face

- Giving or loaning money to, or accepting money from residents.
- Handling resident’s finances.
- Engaging in inappropriate relationships with residents.

Ethical Issues SCs May Face

- Residents engaged in illegal activity or unsafe environment.
- Asked by to engage in activities clearly outside the scope and bounds of the position.

Professional Boundaries and Conduct

- When does helping create a liability?
- Gifts: what is/is not appropriate
- Importance of entire management team embracing professional boundaries
Strategies
 Be aware of your interactions.
 Be cognizant of your feelings and behaviors.
 Be observant of the behavior of other housing services professionals (Mentor)
 Always act in the best interest of the resident.

Professional Development
Competence
• Education/Training
• Compliance
• Remain Current and Up-to-Date
• OK to ask for help!

Questions for Introspection?
Am I taking advantage of relevant training and professional development opportunities to maintain my competence as a Service Coordinator?

Purpose of the AASC Code of Ethics
• Identifies core values of service coordinators.
• Establishes set of ethical standards for Service Coordinators’ accountability.
• Familiarizes new service coordinators & other housing professionals of the mission, values, ethical principles and standards of the service coordinator profession.
Purpose of the AASC Code of Ethics

- Guides service coordinators in identifying relevant considerations when professional obligations conflict or ethical questions arise.
- Provides credibility and legitimacy to the Service Coordination profession.


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Ethical Dilemmas

A situation that requires a choice between options that are or seem equally unfavorable or mutually exclusive.

The “ETHIC” Model

- **E** = Examine your own values
- **T** = Think laws/ethics (WACs/RCWs/Org Policies/Code of Ethics)
- **H** = Hypothesize actions (pros & cons)
- **I** = Identify winners & losers (win-win)
- **C** = Consult with others (supervisor/mentor)

THINK
T--is it true
H--is it helpful
I--is it inspiring
N--is it necessary
K--is it kind
Self-Care

® Don’t try to control events or people.
® Speak up!
® Take relaxation breaks.
® Get exercise.

Self-Care

® Allow yourself some playtime every day.
® Practice positive self-talk.
® Take a vacation.
® Tend to your garden of friends.
® OK to ask for help.

Resources

- AASC – www.serfvicecoordinator.org
- NASW: www.socialworkers.org
- HUD Management/Agent Handbook: www.hud.gov/offices/hsg/mfh/scp/proguidance.cfm
- HIPAA Information www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html
- Privacy Act: www.usdoj.gov/oip/privstat.htm
CODE OF ETHICS
AND
STANDARDS OF PROFESSIONALISM
FOR
THE NATIONAL ASSOCIATION OF RESIDENTIAL PROPERTY MANAGERS

INTRODUCTION: The National Association of Residential Property Managers ("NARPM®") promotes a high standard of business ethics, professionalism, and fair housing practices. All property managers who are members of NARPM® must abide by the following Code of Ethics and Standards of Professionalism (the "Code").

DEFINITIONS: Capitalized terms throughout the Code shall have the following meanings:

“Client” means any person the Property Manager has a disclosed working relationship.

“Firm” refers to a Property Manager’s employer or broker.

“Property Manager” means a property manager who is a member of NARPM®.

“Tenant” means an individual or entity that rents and/or occupies property managed by the Property Manager.

“Written” or “in writing” means communication in the form of a record and includes both hard copy and electronic forms.

Article 1: RESPONSIBILITY TO PROTECT THE PUBLIC

The Property Manager shall protect the public against fraud, misrepresentation, and unethical practices in property management.

STANDARDS OF PROFESSIONALISM

1-1 The Property Manager shall endeavor to eliminate, through the normal course of business, any practices which could be damaging to the public or bring discredit to the profession.

1-2 The Property Manager shall cooperate with the governmental agency charged with regulating the practices of Property Managers.

1-3 The Property Manager shall comply with all relevant local and state ordinances regarding real estate law, licensing, insurance, and banking.

1-4 The Property Manager shall comply with all federal and state antitrust laws and shall follow the NARPM® Antitrust Policy and any related procedures.

1-5 The Property Manager shall not reveal confidential information of Clients, Tenants or others except as required in the course of performing his or her duties or as otherwise required by law. The Property Manager shall take all reasonable precautions to protect confidential information.
1-6 The Property Manager shall use reasonable efforts to ensure that information on his or her website, or that of his or her Firm, is current and accurate. If it becomes apparent that information on the website is not current or accurate, then the Property Manager shall promptly take corrective action.

1-7 Websites of the Property Manager shall not contain any deceptive metatags or other devices/methods to direct, drive, or divert Internet traffic in a deceptive manner or to otherwise mislead users. The websites shall also not manipulate listing content in any deceptive or misleading way.

1-8 The Property Manager shall disclose all details on the availability of rental properties to prospective parties on a regular and timely basis.

1-9 The Property Manager shall not exaggerate, misrepresent, misinform, or conceal pertinent facts in the advertising, leasing, and management of property.

1-10 The Property Manager shall make reasonable attempts to remove from the Internet listings for rentals that are no longer available.

**Article 2: DISCRIMINATION**

*The Property Manager shall not discriminate in the management, rental, lease, or negotiation for real property, shall operate consistent with fair housing laws and regulations and shall comply with all federal, state, and local laws concerning discrimination.*

**STANDARDS OF PROFESSIONALISM**

2-1 It is the duty of the Property Manager to educate those with whom the Property Manager is affiliated to comply with all fair housing laws and laws regarding discrimination.

2-2 The Property Manager shall not deny service to any person due to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

**Article 3: RESPONSIBILITY TO CLIENT**

*“When working in a disclosed relationship with a client, the Property Manager shall protect the client’s best interest at all times.”*

**STANDARDS OF PROFESSIONALISM**

3-1 The Property Manager shall use written agreements, and written extensions, if required, outlining all responsibilities and fees, if any. The Client will be provided a copy of all signed agreements and extensions, and the Property Manager will retain a copy.

3-2 The Property Manager shall communicate regularly with the Client, either orally or in writing. The Property Manager, and shall provide the Client with written reports as needed on a regular and as agreed between all parties in writing. In the event of any dispute, the Property Manager shall provide a written accounting as soon as practical.
3-3. Should the Property Manager have a disclosed relationship with a property owner, the Property Manager shall review and verify all Tenant applications to determine the applicant’s ability to pay rental fees and to assess the likelihood that the applicant will comply with all provisions of the rental agreement.

3-4. The Property Manager shall accept no commissions, rebates, profits, discounts, or any other benefit which has not been fully disclosed to and approved by the Client.

3-5. The Property Manager shall not mislead a potential Client about the rental market value of a property in an attempt to secure a rental listing.

3-6. The Property Manager shall disclose to his or her Client all pertinent facts relating to any transaction.

Article 4: OBLIGATIONS TO TENANTS

The Property Manager shall treat all Tenants honestly and professionally when they are applying for, living in, and/or vacating a managed residence, including through the deposit refund process.

STANDARDS OF PROFESSIONALISM

4-1. The Property Manager shall offer all prospective Tenants a written application.

4-2. The Property Manager shall provide all Tenants with a copy of the signed rental agreement and extensions with all addendums attached.

4-3. The Property Manager shall make all disclosures as required by state and local laws and provide the Tenant an opportunity to complete a written condition report within 7 days of moving in.

4-4. The Property Manager shall respond promptly to requests for repairs.

4-5. The Property Manager shall provide a written deposit refund determination to the Tenant within the time prescribed by law after the Tenant has vacated a property. The Property Manager shall not cause any undue delay in refunding or accounting for the security deposit.

Article 5: CARE OF MANAGED PROPERTIES

The Property Manager shall hold a high regard for the safety and health of those lawfully at a managed property and shall manage all properties in accordance with safety and habitability requirements of the local jurisdiction.

STANDARDS OF PROFESSIONALISM

5-1. The Property Manager shall not manage properties for Clients who refuse, or are unable, to maintain their property in accordance with safety and habitability requirements of the local jurisdiction.
5-2 The Property Manager shall terminate management of a property if the Client does not comply with habitability requirements.

Article 6: HANDLING OF FUNDS

The Property Manager shall hold all funds received on behalf of others in compliance with state law and shall not commingle the funds with personal or other business funds or use the funds for other than their intended purposes.

STANDARDS OF PROFESSIONALISM

6-1 The Property Manager shall hold all funds received on behalf of others in compliance with state law and shall not commingle the funds with personal or other business funds or use the funds for other than their intended purposes.

Article 7: AREAS OF EXPERTISE

The Property Manager must provide competent service within his or her area of expertise, and refrain from the unauthorized practice of any other profession for which he or she is not licensed or qualified.

7-1 The Property Manager shall perform only such services in such locations for which he or she is qualified and can reasonably be expected to perform with professional competence.

7-2 The Property Manager shall not perform and shall not represent that he or she can or will perform services outside of his or her area of expertise, particularly services that require a separate license or qualification – such as law, accounting, financial planning, construction, and/or contracting – unless the Property Manager independently possesses such license or qualification.

Article 8: COMMITMENT TO FIRM

The Property Manager shall act in the best interests of his or her property management Firm.

STANDARDS OF PROFESSIONALISM

8-1 The Property Manager shall not have any undisclosed conflict of interest with his or her Firm. If a conflict or potential conflict should arise, the Property Manager shall notify his or her Firm immediately.

8-2 The Property Manager shall not receive any form of compensation, rebates, or any other benefits without full disclosure to his or her Firm.

8-3 The Property Manager may not take or use any proprietary documentation, including but not limited to Client/Tenant lists, during or after his or her relationship with a Firm without express written consent from the Firm.
Article 9: RELATIONS WITH OTHER PROPERTY MANAGERS

The Property Manager shall not knowingly or recklessly make false or misleading statements about other property managers or their business practices, or otherwise attempt to take business from other property managers by deceptive means.

STANDARDS OF PROFESSIONALISM

9-1 The Property Manager shall deal with other property managers in an honest and professional manner and shall not knowingly engage in any practice or take any action against a property manager in an un-businesslike manner.

9-2 The Property Manager shall not knowingly interfere with other property managers’ contract rights, including by taking actions inconsistent with exclusive agreements that other property managers have with their clients. This does not preclude the Property Manager from otherwise soliciting potential Clients or making general announcements about his or her own services. For purposes of this Code, a general announcement may be defined as a general telephone canvass or a general mailing or distribution addressed to all prospects in a given geographical area or in a specific profession, business, club, organization, or other classification or group. This Code does not restrict fair and reasonable competition among property managers.

9-3 In the event of a controversy between Property Managers with different Firms, the Property Manager of the Firm shall use best efforts to resolve the dispute prior to litigation.

9-4 The Property Manager shall not obtain or use the proprietary materials or work of a competing management Firm without the express written permission of that Firm.

9-5 The Property Manager shall cooperate with other property managers when it is in the best interests of the Client or Tenant to do so.

Note: The Federal Trade Commission (the “FTC”) has conducted an investigation concerning certain provisions in the NARPM® Code of Ethics and Standards of Professionalism (“Code of Ethics”). The provisions of the Code of Ethics that were addressed by the FTC are those that stated: “NARPM® Professional Members shall refrain from criticizing other property managers or their business practices” and “The Property Manager shall not knowingly solicit competitor’s clients.” The FTC has alleged that these provisions in the Code of Ethics restrict members of NARPM® from competing for clients, thereby depriving clients of the benefits of competition among property managers, in violation of the Federal Trade Commission Act. Without admitting a violation of the law, NARPM® has agreed to the entry of a Consent Agreement and a Decision and Order by the FTC in this matter (the “Order”). The Order requires NARPM® to amend the Code of Ethics by deleting these two provisions; please note that such restrictions on solicitation or advertising by NARPM® members no longer apply.

Article 10: TRUTH IN ADVERTISING
The Property Manager shall ensure that all advertising is clear and forthright and includes only accurate and truthful statements about the property or services advertised.

STANDARDS OF PROFESSIONALISM

10-1 Regardless of the type of media used, advertising content shall be truthful and honest at all times.

10-2 No property shall be offered as “For Rent” without the actual permission of the Client. If an unlisted property is offered, permission must be obtained from the owner.

10-3 Disclosure must be made to all parties if information gathered through electronic advertising media may be sold to an outside party.

10-4 All marketing materials, whether printed or electronic, shall comply with state laws.

Article 11: RESPONSIBILITY TO NARPM® AND THE PROFESSION

The Property Manager shall comply with all policies and pronouncements of NARPM® and all relevant laws and rules of the jurisdiction in which he or she works, and shall strive to stay informed of and to educate others about relevant matters affecting the property management field.

STANDARDS OF PROFESSIONALISM

11-1 The Property Manager shall strive to improve the property management profession and NARPM® by sharing with others his or her lessons of experience for the benefit of all.

11-2 The Property Manager shall strive to be informed about relevant matters affecting the property management field on a local, state, and national level.

11-3 The Property Manager shall maintain his or her real estate license, if a license is required in their state.

11-4 The Property Manager shall abide by NARPM®’s bylaws and any other policies and procedures of NARPM®, and shall do no harm to the organization.

11-5 The Property Manager shall ensure that all electronic communications and marketing he or she prepares is professional with respect given to the recipients.

Article 12: COMPLIANCE AND ENFORCEMENT

The Property Manager shall comply with this Code and shall participate in and/or cooperate with any investigation and/or hearing conducted by NARPM® pursuant to this Code.

STANDARDS OF PROFESSIONALISM

12-1 The Property Manager shall review and shall take all necessary action to understand and to comply with this Code.
12-2 The Property Manager shall not interfere with any NARPM® action to investigate a violation of or to enforce this Code.

12-3 The Property Manager shall promptly supply any information requested by NARPM® during any investigation or enforcement action pursuant to this Code.

12-4 The Property Manager must take and pass an ethics course, which shall include discussion of this Code, every four years as a condition of continued professional membership.
Where the word REALTORS® is used in this Code and Preamble, it shall be deemed to include REALTOR-ASSOCIATE®s.

While the Code of Ethics establishes obligations that may be higher than those mandated by law, in any instance where the Code of Ethics and the law conflict, the obligations of the law must take precedence.

Preamble
Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. REALTORS® should recognize that the interests of the nation and its citizens require the highest and best use of the land and the widest distribution of land ownership. They require the creation of adequate housing, the building of functioning cities, the development of productive industries and farms, and the preservation of a healthful environment.

Such interests impose obligations beyond those of ordinary commerce. They impose grave social responsibility and a patriotic duty to which REALTORS® should dedicate themselves, and for which they should be diligent in preparing themselves. REALTORS®, therefore, are zealous to maintain and improve the standards of their calling and share with their fellow REALTORS® a common responsibility for its integrity and honor.

In recognition and appreciation of their obligations to clients, customers, the public, and each other, REALTORS® continuously strive to become and remain informed on issues affecting real estate and, as knowledgeable professionals, they willingly share the fruit of their experience and study with others. They identify and take steps, through enforcement of this Code of Ethics and by assisting appropriate regulatory bodies, to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession. REALTORS® having direct personal knowledge of conduct that may violate the Code of Ethics involving misappropriation of client or customer funds or property, willful discrimination, or fraud resulting in substantial economic harm, bring such matters to the attention of the appropriate Board or Association of REALTORS®. (Amended 1/00)

Realizing that cooperation with other real estate professionals promotes the best interests of those who utilize their services, REALTORS® urge exclusive representation of clients; do not attempt to gain any unfair advantage over their competitors; and they refrain from making unsolicited comments about other practitioners. In instances where their opinion is sought, or where REALTORS® believe that comment is necessary, their opinion is offered in an objective, professional manner, uninfluenced by any personal motivation or potential advantage or gain.

The term REALTOR® has come to connote competency, fairness, and high integrity resulting from adherence to a lofty ideal of moral conduct in business relations. No inducement of profit and no instruction from clients ever can justify departure from this ideal.

In the interpretation of this obligation, REALTORS® can take no safer guide than that which has been handed down through the centuries, embodied in the Golden Rule, “Whatsoever ye would that others should do to you, do ye even so to them.”

Accepting this standard as their own, REALTORS® pledge to observe its spirit in all of their activities whether conducted personally, through associates or others, or via technological means, and to conduct their business in accordance with the tenets set forth below. (Amended 1/07)

Duties to Clients and Customers

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)

• Standard of Practice 1-1

REALTORS®, when acting as principals in a real estate transaction, remain obligated by the duties imposed by the Code of Ethics. (Amended 1/93)

• Standard of Practice 1-2

The duties imposed by the Code of Ethics encompass all real estate-related activities and transactions whether conducted in person, electronically, or through any other means.

The duties the Code of Ethics imposes are applicable whether REALTORS® are acting as agents or in legally recognized non-agency capacities except that any duty imposed exclusively on agents by law or regulation shall not be imposed by this Code of Ethics on REALTORS® acting in non-agency capacities.

As used in this Code of Ethics, “client” means the person(s) or entity(ies) with whom a REALTOR® or a REALTOR®’s firm has an agency or legally recognized non-agency relationship; “customer” means a party to a real estate transaction who receives information, services, or benefits but has no contractual relationship with the REALTOR® or the REALTOR®’s firm; “prospect” means a purchaser, seller, tenant, or landlord who is not subject to a representation relationship with the REALTOR® or the REALTOR®’s firm; “agent” means a real estate licensee (including brokers and sales associates) acting in an agency relationship as defined by state law or regulation; and “broker” means a real estate licensee (including brokers and sales associates) acting as an agent or in a legally recognized non-agency capacity. (Adopted 1/95, Amended 1/07)

• Standard of Practice 1-3

REALTORS®, in attempting to secure a listing, shall not deliberately mislead the owner as to market value.

• Standard of Practice 1-4

REALTORS®, when seeking to become a buyer/tenant representative, shall not mislead buyers or tenants as to savings or other benefits that might be realized through use of the REALTOR®’s services. (Amended 1/93)
• **Standard of Practice 1-5**
  REALTORS® may represent the seller/landlord and buyer/tenant in the same transaction only after full disclosure to and with informed consent of both parties. *(Adopted 1/93)*

• **Standard of Practice 1-6**
  REALTORS® shall submit offers and counter-offers objectively and as quickly as possible. *(Adopted 1/93, Amended 1/95)*

• **Standard of Practice 1-7**
  When acting as listing brokers, REALTORS® shall continue to submit to the seller/landlord all offers and counter-offers until closing or execution of a lease unless the seller/landlord has waived this obligation in writing. REALTORS® shall not be obligated to continue to market the property after an offer has been accepted by the seller/landlord. REALTORS® shall recommend that sellers/landlords obtain the advice of legal counsel prior to acceptance of a subsequent offer except where the acceptance is contingent on the termination of the pre-existing purchase contract or lease. *(Amended 1/93)*

• **Standard of Practice 1-8**
  REALTORS®, acting as agents or brokers of buyers/tenants, shall submit to buyers/tenants all offers and counter-offers until acceptance but have no obligation to continue to show properties to their clients after an offer has been accepted unless otherwise agreed in writing. REALTORS®, acting as agents or brokers of buyers/tenants, shall recommend that buyers/tenants obtain the advice of legal counsel if there is a question as to whether a pre-existing contract has been terminated. *(Adopted 1/93, Amended 1/99)*

• **Standard of Practice 1-9**
  The obligation of REALTORS® to preserve confidential information (as defined by state law) provided by their clients in the course of any agency relationship or non-agency relationship recognized by law continues after termination of agency relationships or any non-agency relationships recognized by law. REALTORS® shall not knowingly, during or following the termination of professional relationships with their clients:
  1) reveal confidential information of clients; or
  2) use confidential information of clients to the disadvantage of clients; or
  3) use confidential information of clients for the REALTOR®'s advantage or the advantage of third parties unless:
      a) clients consent after full disclosure; or
      b) REALTORS® are required by court order; or
      c) it is the intention of a client to commit a crime and the information is necessary to prevent the crime; or
      d) it is necessary to defend a REALTOR® or the REALTOR®'s employees or associates against an accusation of wrongful conduct.

Information concerning latent material defects is not considered confidential information under this Code of Ethics. *(Adopted 1/93, Amended 1/01)*

• **Standard of Practice 1-10**
  REALTORS® shall, consistent with the terms and conditions of their real estate licensure and their property management agreements, competently manage the property of clients with due regard for the rights, safety and health of tenants and others lawfully on the premises. *(Adopted 1/95, Amended 1/00)*

• **Standard of Practice 1-11**
  REALTORS® who are employed to maintain or manage a client’s property shall exercise due diligence and make reasonable efforts to protect it against reasonably foreseeable contingencies and losses. *(Adopted 1/95)*

• **Standard of Practice 1-12**
  When entering into listing contracts, REALTORS® must advise sellers/landlords of:
  1) the REALTOR®’s company policies regarding cooperation and the amount(s) of any compensation that will be offered to subagents, buyer/tenant agents, and/or brokers acting in legally recognized non-agency capacities;  
  2) the fact that buyer/tenant agents or brokers, even if compensated by listing brokers, or by sellers/landlords may represent the interests of buyers/tenants; and  
  3) any potential for listing brokers to act as disclosed dual agents, e.g., buyer/tenant agents. *(Adopted 1/93, Renumbered 1/98, Amended 1/03)*

• **Standard of Practice 1-13**
  When entering into buyer/tenant agreements, REALTORS® must advise potential clients of:
  1) the REALTOR®’s company policies regarding cooperation;  
  2) the amount of compensation to be paid by the client;  
  3) the potential for additional or offsetting compensation from other brokers, from the seller or landlord, or from other parties;  
  4) any potential for the buyer/tenant representative to act as a disclosed dual agent, e.g., listing broker, subagent, landlord’s agent, etc., and  
  5) the possibility that sellers or sellers’ representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. *(Adopted 1/93, Renumbered 1/98, Amended 1/06)*

• **Standard of Practice 1-14**
  Fees for preparing appraisals or other valuations shall not be contingent upon the amount of the appraisal or valuation. *(Adopted 1/02)*

• **Standard of Practice 1-15**
  REALTORS®, in response to inquiries from buyers or cooperating brokers shall, with the sellers’ approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS® shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker. *(Adopted 1/03, Amended 1/09)*

• **Standard of Practice 1-16**
  REALTORS® shall not access or use, or permit or enable others to access or use, listed or managed property on terms or conditions other than those authorized by the owner or seller. *(Adopted 1/12)*

**Article 2**

REALTORS® shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction. REALTORS® shall not, however, be obligated to discover latent defects in the property, to advise on matters outside the scope of their real estate license, or to disclose facts which are confidential under the scope of agency or non-agency relationships as defined by state law. *(Amended 1/00)*

• **Standard of Practice 2-1**
  REALTORS® shall only be obligated to discover and disclose adverse factors reasonably apparent to someone with expertise in those areas required by their real estate licensing authority. Article 2 does not impose upon the REALTOR® the obligation of expertise in other professional or technical disciplines. *(Amended 1/96)*

• **Standard of Practice 2-2**
  *(Renumbered as Standard of Practice 1-12 1/98)*

• **Standard of Practice 2-3**
  *(Renumbered as Standard of Practice 1-13 1/98)*
• Standard of Practice 2-4
REALTORS® shall not be parties to the naming of a false consideration in any document, unless it be the naming of an obviously nominal consideration.

• Standard of Practice 2-5
Factors defined as “non-material” by law or regulation or which are expressly referenced in law or regulation as not being subject to disclosure are considered not “pertinent” for purposes of Article 2. (Adopted 1/93)

Article 3
REALTORS® shall cooperate with other brokers except when cooperation is not in the client’s best interest. The obligation to cooperate does not include the obligation to share commissions, fees, or to otherwise compensate another broker. (Amended 1/99)

• Standard of Practice 3-1
REALTORS®, acting as exclusive agents or brokers of sellers/landlords, establish the terms and conditions of offers to cooperate. Unless expressly indicated in offers to cooperate, cooperating brokers may not assume that the offer of cooperation includes an offer of compensation. Terms of compensation, if any, shall be ascertained by cooperating brokers before beginning efforts to accept the offer of cooperation. (Amended 1/94)

• Standard of Practice 3-2
To be effective, any change in compensation offered for cooperative services must be communicated to the other REALTOR® prior to the time that REALTOR® submits an offer to purchase/lease the property. (Amended 1/02)

• Standard of Practice 3-3
Standard of Practice 3-2 does not preclude the listing broker and cooperating broker from entering into an agreement to change cooperative compensation. (Amended 1/94)

• Standard of Practice 3-4
REALTORS®, acting as listing brokers, have an affirmative obligation to disclose the existence of dual or variable rate commission arrangements (i.e., listings where one amount of commission is payable if the listing broker’s firm is the procuring cause of sale/lease and a different amount of commission is payable if the sale/lease results through the efforts of the seller/landlord or a cooperating broker). The listing broker shall, as soon as practical, disclose the existence of such arrangements to potential cooperating brokers and shall, in response to inquiries from cooperating brokers, disclose the differential that would result in a cooperative transaction or in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 1/02)

• Standard of Practice 3-5
It is the obligation of subagents to promptly disclose all pertinent facts to the principal’s agent prior to as well as after a purchase or lease agreement is executed. (Amended 1/93)

• Standard of Practice 3-6
REALTORS® shall disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation. (Adopted 5/86, Amended 1/04)

• Standard of Practice 3-7
When seeking information from another REALTOR® concerning property under a management or listing agreement, REALTORS® shall disclose their REALTOR® status and whether their interest is personal or on behalf of a client and, if on behalf of a client, their relationship with the client. (Amended 1/11)

• Standard of Practice 3-8
REALTORS® shall not misrepresent the availability of access to show or inspect a listed property. (Amended 11/87)

• Standard of Practice 3-9
REALTORS® shall not provide access to listed property on terms other than those established by the owner or the listing broker. (Adopted 1/10)

• Standard of Practice 3-10
The duty to cooperate established in Article 3 relates to the obligation to share information on listed property, and to make property available to other brokers for showing to prospective purchasers/tenants when it is in the best interests of the seller/landlords. (Adopted 1/11)

Article 4
REALTORS® shall not acquire an interest in or buy or present offers from themselves, any member of their immediate families, their firms or any member thereof, or any entities in which they have any ownership interest, any real property without making their true position known to the owner or the owner’s agent or broker. In selling property they own, or in which they have any interest, REALTORS® shall reveal their ownership or interest in writing to the purchaser or the purchaser’s representative. (Amended 1/00)

• Standard of Practice 4-1
For the protection of all parties, the disclosures required by Article 4 shall be in writing and provided by REALTORS® prior to the signing of any contract. (Adopted 2/86)

Article 5
REALTORS® shall not undertake to provide professional services concerning a property or its value where they have a present or contemplated interest unless such interest is specifically disclosed to all affected parties.

Article 6
REALTORS® shall not accept any commission, rebate, or profit on expenditures made for their client, without the client’s knowledge and consent.

When recommending real estate products or services (e.g., homeowner’s insurance, warranty programs, mortgage financing, title insurance, etc.), REALTORS® shall disclose to the client or customer to whom the recommendation is made any financial benefits or fees, other than real estate referral fees, the REALTOR® or REALTOR®’s firm may receive as a direct result of such recommendation. (Amended 1/99)

• Standard of Practice 6-1
REALTORS® shall not recommend or suggest to a client or a customer the use of services of another organization or business entity in which they have a direct interest without disclosing such interest at the time of the recommendation or suggestion. (Amended 5/88)

Article 7
In a transaction, REALTORS® shall not accept compensation from more than one party, even if permitted by law, without disclosure to all parties and the informed consent of the REALTOR®’s client or clients. (Amended 1/93)

Article 8
REALTORS® shall keep in a special account in an appropriate financial institution, separated from their own funds, monies coming into their possession in trust for other persons, such as escrows, trust funds, clients’ monies, and other like items.
**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)

• **Standard of Practice 9-1**

For the protection of all parties, REALTORS® shall use reasonable care to ensure that documents pertaining to the purchase, sale, or lease of real estate are kept current through the use of written extensions or amendments. (Amended 1/93)

• **Standard of Practice 9-2**

When assisting or enabling a client or customer in establishing a contractual relationship (e.g., listing and representation agreements, purchase agreements, leases, etc.) electronically, REALTORS® shall make reasonable efforts to explain the nature and disclose the specific terms of the contractual relationship being established prior to it being agreed to by a contracting party. (Adopted 1/07)

**Duties to the Public**

**Article 10**

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)

• **Standard of Practice 10-1**

When involved in the sale or lease of a residence, REALTORS® shall not volunteer information regarding the racial, religious or ethnic composition of any neighborhood nor shall they engage in any activity which may result in panic selling, however, REALTORS® may provide other demographic information. (Adopted 1/94, Amended 1/06)

• **Standard of Practice 10-2**

When not involved in the sale or lease of a residence, REALTORS® may provide demographic information related to a property, transaction or professional assignment to a party if such demographic information is (a) deemed by the REALTOR® to be needed to assist with or complete, in a manner consistent with Article 10, a real estate transaction or professional assignment and (b) is obtained or derived from a recognized, reliable, independent, and impartial source. The source of such information and any additions, deletions, modifications, interpretations, or other changes shall be disclosed in reasonable detail. (Adopted 1/05, Renumbered 1/06)

• **Standard of Practice 10-3**

REALTORS® shall not print, display or circulate any statement or advertisement with respect to selling or renting of a property that indicates any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status, national origin or sexual orientation. (Adopted 1/94, Renumbered 1/05 and 1/06, Amended 1/11)

• **Standard of Practice 10-4**

As used in Article 10 “real estate employment practices” relates to employees and independent contractors providing real estate-related services and the administrative and clerical staff directly supporting those individuals. (Adopted 1/00, Renumbered 1/05 and 1/06)

**Article 11**

The services which REALTORS® provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

REALTORS® shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Amended 1/10)

• **Standard of Practice 11-1**

When REALTORS® prepare opinions of real property value or price, other than in pursuit of a listing or to assist a potential purchaser in formulating a purchase offer, such opinions shall include the following unless the party requesting the opinion requires a specific type of report or different data set:

1) identification of the subject property
2) date prepared
3) defined value or price
4) limiting conditions, including statements of purpose(s) and intended user(s)
5) any present or contemplated interest, including the possibility of representing the seller/landlord or buyers/tenants
6) basis for the opinion, including applicable market data
7) if the opinion is not an appraisal, a statement to that effect (Amended 1/10)

• **Standard of Practice 11-2**

The obligations of the Code of Ethics in respect of real estate disciplines other than appraisal shall be interpreted and applied in accordance with the standards of competence and practice which clients and the public reasonably require to protect their rights and interests considering the complexity of the transaction, the availability of expert assistance, and, where the REALTOR® is an agent or subagent, the obligations of a fiduciary. (Adopted 1/95)

• **Standard of Practice 11-3**

When REALTORS® provide consultive services to clients which involve advice or counsel for a fee (not a commission), such advice shall be rendered in an objective manner and the fee shall not be contingent on the substance of the advice or counsel given. If brokerage or transaction services are to be provided in addition to consultive services, a separate compensation may be paid with prior agreement between the client and REALTOR®. (Adopted 1/96)

• **Standard of Practice 11-4**

The competency required by Article 11 relates to services contracted for between REALTORS® and their clients or customers; the duties expressly imposed by the Code of Ethics; and the duties imposed by law or regulation. (Adopted 1/02)
Article 12

REALTORS® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. REALTORS® shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional. (Amended 1/08)

• Standard of Practice 12-1
REALTORS® may use the term “free” and similar terms in their advertising and in other representations provided that all terms governing availability of the offered product or service are clearly disclosed at the same time. (Amended 1/97)

• Standard of Practice 12-2
REALTORS® may represent their services as “free” or without cost even if they expect to receive compensation from a source other than their client provided that the potential for the REALTOR® to obtain a benefit from a third party is clearly disclosed at the same time. (Amended 1/97)

• Standard of Practice 12-3
The offering of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease is not, in itself, unethical even if receipt of the benefit is contingent on listing, selling, purchasing, or leasing through the REALTOR® making the offer. However, REALTORS® must exercise care and candor in such advertising or other public or private representations so that any party interested in receiving or otherwise benefiting from the REALTOR®’s offer will have clear, thorough, advance understanding of all the terms and conditions of the offer. The offering of any inducements to do business is subject to the limitations and restrictions of state law and the ethical obligations established by any applicable Standard of Practice. (Amended 1/95)

• Standard of Practice 12-4
REALTORS® shall not offer for sale/lease or advertise property without authority. When acting as listing brokers or as subagents, REALTORS® shall not quote a price different from that agreed upon with the seller/landlord. (Amended 1/93)

• Standard of Practice 12-5
REALTORS® shall not advertise nor permit any person employed by or affiliated with them to advertise real estate services or listed property in any medium (e.g., electronically, print, radio, television, etc.) without disclosing the name of that REALTOR®’s firm in a reasonable and readily apparent manner. This Standard of Practice acknowledges that disclosing the name of the firm may not be practical in displays of limited information (e.g. “thumbnails”, text messages, “tweets”, etc.). Such displays are exempt from the disclosure requirement established in the Standard of Practice but only when linked to a display that includes all required disclosures. (Adopted 11/86, Amended 1/11)

• Standard of Practice 12-6
REALTORS®, when advertising unlisted real property for sale/lease in which they have an ownership interest, shall disclose their status as both owners/landlords and as REALTORS® or real estate licensees. (Amended 1/93)

• Standard of Practice 12-7
Only REALTORS® who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have “sold” the property. Prior to closing, a cooperating broker may post a “sold” sign only with the consent of the listing broker. (Amended 1/96)

• Standard of Practice 12-8

The obligation to present a true picture in representations to the public includes information presented, provided, or displayed on REALTORS®’ websites. REALTORS® shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a REALTOR®’s website is no longer current or accurate, REALTORS® shall promptly take corrective action. (Adopted 1/07)

• Standard of Practice 12-9
REALTOR® firm websites shall disclose the firm’s name and state(s) of licensure in a reasonable and readily apparent manner. Websites of REALTORS® and non-member licensees affiliated with a REALTOR® firm shall disclose the firm’s name and that REALTOR®’s or non-member licensee’s state(s) of licensure in a reasonable and readily apparent manner. (Adopted 1/07)

• Standard of Practice 12-10
REALTORS® obligation to present a true picture in their advertising and representations to the public includes the URLs and domain names they use, and prohibits REALTORS® from:
1) engaging in deceptive or unauthorized framing of real estate brokerage websites;
2) manipulating (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
3) deceptively using metatags, keywords or other devices/ methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers. (Adopted 1/07)

• Standard of Practice 12-11
REALTORS® intending to share or sell consumer information gathered via the Internet shall disclose that possibility in a reasonable and readily apparent manner. (Adopted 1/07)

• Standard of Practice 12-12
REALTORS® shall not:
1) use URLs or domain names that present less than a true picture, or
2) register URLs or domain names which, if used, would present less than a true picture. (Adopted 1/08)

• Standard of Practice 12-13
The obligation to present a true picture in advertising, marketing, and representations allows REALTORS® to use and display only professional designations, certifications, and other credentials to which they are legitimately entitled. (Adopted 1/08)

Article 13

REALTORS® shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any party to the transaction requires it.

Article 14

If charged with unethical practice or asked to present evidence or to cooperate in any other way, in any professional standards proceeding or investigation, REALTORS® shall place all pertinent facts before the proper tribunals of the Member Board or affiliated institute, society, or council in which membership is held and shall take no action to disrupt or obstruct such processes. (Amended 1/99)

• Standard of Practice 14-1
REALTORS® shall not be subject to disciplinary proceedings in more than one Board of REALTORS® or affiliated institute, society, or council in which they hold membership with respect to alleged violations of the Code of Ethics relating to the same transaction or event. (Amended 1/95)
• **Standard of Practice 14-2**
  REALTORS® shall not make any unauthorized disclosure or dissemination of the allegations, findings, or decision developed in connection with an ethics hearing or appeal or in connection with an arbitration hearing or procedural review. (Amended 1/92)

• **Standard of Practice 14-3**
  REALTORS® shall not obstruct the Board’s investigative or professional standards proceedings by instituting or threatening to institute actions for libel, slander, or defamation against any party to a professional standards proceeding or their witnesses based on the filing of an arbitration request, an ethics complaint, or testimony given before any tribunal. (Adopted 11/87, Amended 1/99)

• **Standard of Practice 14-4**
  REALTORS® shall not intentionally impede the Board’s investigative or disciplinary proceedings by filing multiple ethics complaints based on the same event or transaction. (Adopted 11/88)

### Duties to REALTORS®

**Article 15**
REALTORS® shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. (Amended 1/12)

**Standard of Practice 15-1**
REALTORS® shall not knowingly or recklessly file false or unfounded ethics complaints. (Amended 1/00)

**Standard of Practice 15-2**
The obligation to refrain from making false or misleading statements about other real estate professionals, their businesses, and their business practices includes the duty to not knowingly or recklessly publish, repeat, retransmit, or republish false or misleading statements made by others. This duty applies whether false or misleading statements are repeated in person, in writing, by technological means (e.g., the Internet), or by any other means. (Adopted 1/10, Amended 1/12)

**Standard of Practice 15-3**
The obligation to refrain from making false or misleading statements about other real estate professionals, their businesses, and their business practices includes the duty to publish a clarification about or to remove statements made by others on electronic media the REALTOR® controls once the REALTOR® knows the statement is false or misleading. (Adopted 1/10, Amended 1/12)

**Article 16**
REALTORS® shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other REALTORS® have with clients. (Amended 1/04)

**Standard of Practice 16-1**
Article 16 is not intended to prohibit aggressive or innovative business practices which are otherwise ethical and does not prohibit disagreements with other REALTORS® involving commission, fees, compensation or other forms of payment or expenses. (Adopted 1/93, Amended 1/95)

**Standard of Practice 16-2**
Article 16 does not preclude REALTORS® from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another REALTOR®. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed “general” for purposes of this standard. (Amended 1/04)

Article 16 is intended to recognize as unethical two basic types of solicitations:

First, telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another REALTOR®, and

Second, mail or other forms of written solicitations of prospects whose properties are exclusively listed with another REALTOR® when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, “for sale” or “for rent” signs, or other sources of information required by Article 3 and Multiple Listing Service rules to be made available to other REALTORS® under offers of subagency or cooperation. (Amended 1/04)

**Standard of Practice 16-3**
Article 16 does not preclude REALTORS® from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers’ exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other REALTORS® to whom such offers to provide services may be made. (Amended 1/04)

**Standard of Practice 16-4**
REALTORS® shall not solicit a listing which is currently listed exclusively with another broker. However, if the listing broker, when asked by the REALTOR®, refuses to disclose the expiration date of the listing, the REALTOR® may contact the listing broker and, after obtaining the expiration, may contact the principal and may subsequently contact the owner of the property with whom the listing broker is in an exclusive agreement to solicit the listing. (Amended 1/94)

**Standard of Practice 16-5**
REALTORS® shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a REALTOR®, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the REALTOR® may contact the buyer/tenant to secure such information and may discuss the terms upon which the REALTOR® might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing. (Amended 1/94)

**Standard of Practice 16-6**
REALTORS® shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a REALTOR®, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the REALTOR® may contact the client of another broker regarding the creation of an exclusive relationship to provide the same type of service, and REALTORS® have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement. (Amended 1/98)
• Standard of Practice 16-7
The fact that a prospect has retained a REALTOR® as an exclusive representative or exclusive broker in one or more past transactions does not preclude other REALTOR® from seeking such prospect’s future business. (Amended 1/04)

• Standard of Practice 16-8
The fact that an exclusive agreement has been entered into with a REALTOR® shall not preclude or inhibit any other REALTOR® from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)

• Standard of Practice 16-9
REALTOR®, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 1/04)

• Standard of Practice 16-10
REALTOR®, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord’s representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord’s representative or broker not later than execution of a purchase agreement or lease. (Amended 1/04)

• Standard of Practice 16-11
On unlisted property, REALTOR® acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 1/04)

REALTOR® shall make any request for anticipated compensation from the seller/landlord at first contact. (Amended 1/98)

• Standard of Practice 16-12
REALTOR®, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04)

• Standard of Practice 16-13
All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client’s representative or broker, and not with the client, except with the consent of the client’s representative or broker or except where such dealings are initiated by the client. Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, REALTOR® shall ask prospects whether they are a party to any exclusive representation agreement. REALTOR® shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects’ exclusive representatives or at the direction of prospects. (Adopted 1/93, Amended 1/04)

• Standard of Practice 16-14
REALTOR® are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)

• Standard of Practice 16-15
In cooperative transactions REALTOR® shall compensate cooperating REALTOR® (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other REALTOR® without the prior express knowledge and consent of the cooperating broker.

• Standard of Practice 16-16
REALTOR®, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker’s offer of compensation to subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker’s agreement to modify the offer of compensation. (Amended 1/04)

• Standard of Practice 16-17
REALTOR®, acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker’s offer of cooperation and/or compensation to other brokers without the consent of the listing broker. (Amended 1/04)

• Standard of Practice 16-18
REALTOR® shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers’ clients to other brokers or to create buyer/tenant relationships with listing brokers’ clients, unless such use is authorized by listing brokers. (Amended 1/02)

• Standard of Practice 16-19
Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord. (Amended 1/93)

• Standard of Practice 16-20
REALTOR®, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude REALTOR® (principals) from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/98, Amended 1/10)

Article 17
In the event of contractual disputes or specific non-contractual disputes as defined in Standard of Practice 17-4 between REALTOR® (principals) associated with different firms, arising out of their relationship as REALTOR®, the REALTOR® shall mediate the dispute if the Board requires its members to mediate. If the dispute is not resolved through mediation, or if mediation is not required, REALTOR® shall submit the dispute to arbitration in accordance with the policies of the Board rather than litigate the matter.

In the event clients of REALTOR® wish to mediate or arbitrate contractual disputes arising out of real estate transactions, REALTOR® shall mediate or arbitrate those disputes in accordance with the policies of the Board, provided the clients agree to be bound by any resulting agreement or award.

The obligation to participate in mediation and arbitration contemplated by this Article includes the obligation of REALTOR® (principals) to cause their firms to mediate and arbitrate and be bound by the resulting agreement or award. (Amended 1/12)

• Standard of Practice 17-1
The filing of litigation and refusal to withdraw from it by REALTOR® in an arbitrable matter constitutes a refusal to arbitrate. (Adopted 2/86)
• Standard of Practice 17-2

Article 17 does not require REALTORS® to mediate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to mediate through the Board’s facilities. The fact that all parties decline to participate in mediation does not relieve REALTORS® of the duty to arbitrate.

Article 17 does not require REALTORS® to arbitrate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to arbitrate before the Board. (Amended 1/12)

• Standard of Practice 17-3

REALTORS®, when acting solely as principals in a real estate transaction, are not obligated to arbitrate disputes with other REALTORS® absent a specific written agreement to the contrary. (Adopted 1/96)

• Standard of Practice 17-4

Specific non-contractual disputes that are subject to arbitration pursuant to Article 17 are:

1) Where a listing broker has compensated a cooperating broker and another cooperating broker subsequently claims to be the procuring cause of the sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the listing broker and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. (Adopted 1/97, Amended 1/07)

2) Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the listing broker and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. (Adopted 1/97, Amended 1/07)

3) Where a buyer or tenant representative is compensated by the buyer or tenant and, as a result, the listing broker reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. (Adopted 1/97)

4) Where two or more listing brokers claim entitlement to compensation pursuant to open listings with a seller or landlord who agrees to participate in arbitration (or who requests arbitration) and who agrees to be bound by the decision. In cases where one of the listing brokers has been compensated by the seller or landlord, the other listing broker, as complainant, may name the first listing broker as respondent and arbitration may proceed between the brokers. (Adopted 1/97)

5) Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, claims to be the procuring cause of sale or lease. In such cases arbitration shall be between the listing broker and the buyer or tenant representative and the amount in dispute is limited to the amount of the reduction of commission to which the listing broker agreed. (Adopted 1/07)

• Standard of Practice 17-5

The obligation to arbitrate established in Article 17 includes disputes between REALTORS® (principals) in different states in instances where, absent an established inter-association arbitration agreement, the REALTOR® (principal) requesting arbitration agrees to submit to the jurisdiction of, travel to, participate in, and be bound by any resulting award rendered in arbitration conducted by the respondent’s association in instances where the respondent’s association determines that an arbitrable issue exists. (Adopted 1/07)


Explanatory Notes

The reader should be aware of the following policies which have been approved by the Board of Directors of the National Association:

In filing a charge of an alleged violation of the Code of Ethics by a REALTOR®, the charge must read as an alleged violation of one or more Articles of the Code. Standards of Practice may be cited in support of the charge.

The Standards of Practice serve to clarify the ethical obligations imposed by the various Articles and supplement, and do not substitute for, the Case Interpretations in Interpretations of the Code of Ethics.

Modifications to existing Standards of Practice and additional new Standards of Practice are approved from time to time. Readers are cautioned to ensure that the most recent publications are utilized.

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Form No. 166-288 (1/12)
Introduction
The purpose of this Code of Ethics is to establish and maintain public confidence in the honesty, integrity, professionalism, and ability of the professional real estate management organization. The Institute of Real Estate Management (IREM) and its Members intend that this Code and performance pursuant to its provisions will be beneficial to the general public and will contribute to the continued development of a mutually beneficial relationship among ACCREDITED MANAGEMENT ORGANIZATION (AMO) Member Firms (AMO Firms), and other Members, national and international professional real estate associations and organizations, clients, employers and the public.

The Institute of Real Estate Management, as the professional society of real estate management, seeks to work closely with all other segments of the real estate industry to protect and enhance the interests of the public. To this end, AMO Firm Members of the Institute have adopted and, as a condition of membership, subscribe to the AMO Code of Professional Ethics and the IREM Code of Professional Ethics.

The AMO Member Pledge
To advance professional real estate management through the mutual efforts of AMO Firm Members of the Institute of Real Estate Management and by any other proper means available.

To maintain the highest moral and ethical standards consistent with the objectives and higher purpose of the Institute.

To comply with the principles and declarations of the Institute of Real Estate Management as set forth in its Bylaws, Statement of Policies, the AMO Code of Professional Ethics and the IREM Code of Professional Ethics.

Article 1. Services to Client
In accordance with the management agreement, an AMO Firm shall make, or cause to be made, regular physical inspections of the clients’ properties and shall keep its clients informed as to the condition of the properties. An AMO Firm shall competently manage the properties of its clients with due regard for the rights, responsibilities and benefits of the tenants, residents and others lawfully on the property. An AMO Firm shall not engage in any conduct that is in conscious disregard for the safety and health of those persons lawfully on the premises of the client’s property.

Article 2. Contractual Duties
An AMO Firm shall perform its contractual duties and maintain company, property, and client records in accordance with all applicable regulatory guidelines, contractual obligations, client objectives and company policies. It shall not act beyond its contractual scope of authority as an agent without documented client approval.

Article 3. Accounting
An AMO Firm shall establish and adhere to sound internal financial controls for handling all company funds and client funds. It shall maintain, and update as needed, an accounting system that complies with accepted accounting procedures, client directives and obligations, applicable laws and regulations and supports company operations.
Article 4. Reporting
Pursuant to the terms of the management agreement, an AMO Firm shall use reasonable efforts to provide accurate, auditable financial and business records and documentation concerning each asset managed for the client, which records shall be available for inspection by the client at all reasonable times. An AMO Firm shall furnish to the client, at mutually agreed upon intervals, regular reports concerning the client’s assets under management. An AMO Firm shall not exaggerate, misrepresent, or conceal material facts concerning the client’s assets or any related transactions.

Article 5. Fiduciary Responsibility
An AMO Firm shall at all times serve as a fiduciary for the client and shall not commingle personal or company funds with the funds of a client or use one client’s funds for the benefit of another client, but shall keep the client’s funds in a fiduciary account in an insured financial institution or as otherwise directed in writing by the client. An AMO Firm shall at all times exert due diligence for the maintenance and protection of the client’s funds against all reasonably foreseeable contingencies and losses.

Article 6. Relations with Other Organizations in the Profession
An AMO Firm shall not make, authorize or otherwise encourage any false or misleading comments concerning the practices of Members of the Institute of Real Estate Management and other real estate management professionals. An AMO Firm shall truthfully represent material facts in their professional activities. An AMO Firm shall not exaggerate or misrepresent the services offered as compared with the services offered by other real estate management companies. Nothing in this Code, however, shall restrict legal and reasonable business competition by and among real estate management companies.

Article 7. Conflict of Interest
An AMO Firm shall not represent personal or business interests divergent from or conflicting with those of the client and shall not accept, directly or indirectly, any material rebates, gifts, fees, commissions, discounts, or other benefits, monetary or otherwise, which could reasonably be seen as a conflict with the interests of the client, employer, or firm, and which are not disclosed to the client.

Article 8. Disclosure
An AMO Firm shall not disclose to a third party any confidential or proprietary information without the client’s prior written consent except when disclosure is required or compelled by applicable laws and regulations.

Article 9. Compliance with Laws and Regulations
An AMO Firm shall be established in compliance with all applicable laws and regulations. An AMO Firm and its employees shall at all times conduct business activities with knowledge of and in compliance with all applicable laws and regulations.

Article 10. Equal Opportunity
An AMO Firm shall not deny equal employment opportunity or equal professional services to any person for reasons or race, color, religion, sex, familial status, national origin, age, sexual orientation, or handicap and shall comply with all applicable laws and regulations regarding equal opportunity.

Article 11. Enforcement
The interpretation of compliance with this Code is the responsibility of the ethics boards of the Institute of Real Estate Management. Any violation by an AMO Firm of the obligations of this Code and any disciplinary action for violation of any portion of this Code shall be determined and carried out in accordance with and pursuant to the terms of the Bylaws and Statement of Policies of the Institute of Real Estate Management. The result of such disciplinary action shall be final and binding upon the affected AMO Firm and without recourse to the Institute, its officers, Governing Councilors, Members, employees, or agents.
Effective January 1, 2012
THINK
T--is it true
H--is it helpful
I--is it inspiring
N--is it necessary
K--is it kind
Introduction
The purpose of this Code of Professional Ethics is to establish and maintain public confidence in the honesty, integrity, professionalism, and ability of the professional real estate manager. The Institute of Real Estate Management and its Members intend that this Code and performance pursuant to its provisions will be beneficial to the general public and will contribute to the continued development of a mutually beneficial relationship among CERTIFIED PROPERTY MANAGER®, CPM® Candidates, ACCREDITED RESIDENTIAL MANAGER®, ACCREDITED COMMERCIAL MANAGER Members, Associate Members, and other Members, national and international professional real estate organizations and local real estate societies.

The Institute of Real Estate Management, as the professional society of real estate management, seeks to work closely with all other segments of the real estate industry to protect and enhance the interests of the public. To this end, Members of the Institute have adopted and, as a condition of membership, subscribe to this Code of Professional Ethics.

IREM® Member Pledge
I pledge myself to the advancement of professional real estate management through the mutual efforts of Members of the Institute of Real Estate Management and by any other proper means available to me. I pledge myself to maintain the highest moral and ethical standards consistent with the objectives and higher purpose of the Institute. I pledge myself to seek and maintain an equitable, honorable, and cooperative association with fellow Members of the Institute and with all others who may become a part of my business and professional life. I recognize and support the need to preserve and encourage fair and equitable practices and competition among all who are engaged in the profession of real estate management.

I pledge myself to place honesty, integrity, and industriousness above all else and to pursue my gainful efforts with diligent study and ongoing education so that my services shall be beneficial to the general public and my obligations to my clients shall always be maintained at the highest possible level. I pledge myself to comply with the principles and declarations of the Institute of Real Estate Management as set forth in its Bylaws, Statement of Policies, and this Code of Professional Ethics.

Article 1. Loyalty to Client, Firm, and/or Employer
A CERTIFIED PROPERTY MANAGER®, CPM® Candidate, ACCREDITED RESIDENTIAL MANAGER®, ACCREDITED COMMERCIAL MANAGER or Associate Member (hereinafter referred to as MEMBER) shall at all times exercise loyalty to the interests of the client and the employer or firm with whom the MEMBER is affiliated. A MEMBER shall be diligent in the maintenance and protection of the interests and property of the employer and of the client. A MEMBER shall not engage in any activity, that could be reasonably construed as contrary to the interests of the client or employer. If an activity would result in a conflict between the interests of the firm or employer and the interests of the client, then the interests of the client shall take precedence.

Article 2. Confidentiality
A MEMBER shall not disclose to a third party any confidential or proprietary information which would be injurious or damaging to a client concerning the client's business or personal affairs without the client's prior written consent, unless such disclosure is required or compelled by applicable laws and regulations.

Article 3. Accounting and Reporting
Pursuant to the terms of the management agreement, a MEMBER shall use reasonable efforts to provide accurate, auditable financial and business records and documentation concerning each asset managed for the client, which records shall be available for inspection at all reasonable times by the client. A MEMBER shall furnish to the client, at mutually agreed upon intervals, regular reports concerning the client's assets under management. A MEMBER shall not exaggerate, misrepresent, or conceal material facts concerning the client's assets or any related transaction.

Article 4. Protection of Funds
A MEMBER shall at all times serve as a fiduciary for the client and shall not commingle personal or company funds with the funds of a client or use one client's funds for the benefit of another client, but shall keep the client's funds in a fiduciary account in an insured financial institution or as otherwise directed in writing by the client. A MEMBER shall at all times exert due diligence for the maintenance and protection of the client's funds against all reasonably foreseeable contingencies and losses.

Article 5. Relations with Other Members of the Profession
A MEMBER shall not make, authorize or otherwise encourage any false or misleading comments concerning the practices of Members of the Institute of Real Estate Management. A MEMBER shall truthfully represent material facts in their professional activities. A MEMBER shall not exaggerate or misrepresent the services offered as compared with the services offered by other real estate managers. Nothing in this Code, however, shall restrict legal and reasonable business competition by and among real estate managers.

Article 6. Contracts
Any written contract between a MEMBER and a client shall be in clear and understandable terms, and shall set forth the specific terms agreed upon between the parties, including a general description of the services to be provided by and the responsibilities of the MEMBER.

Article 7. Conflict of Interest
A MEMBER shall not represent personal or business interests divergent from or conflicting with those of the client or employer and shall not accept, directly or indirectly, any rebate, fee, commission, discount, or other benefit, monetary or otherwise, which could reasonably be seen as a conflict with the interests of the client, employer or firm, unless the client or employer is first notified in writing of the activity or potential conflict of interest, and consents in writing to such representation.

Article 8. Managing the Assets of the Client
A MEMBER shall exercise due diligence in the maintenance and management of the client's assets and shall make all reasonable efforts to protect it against all reasonably foreseeable contingencies and losses.

Article 9. Duty to Former Clients and Former Firms or Employers
All obligations and duties of a MEMBER to clients, firms, and employers as specified in this Code shall also apply to relationships with former clients and former firms and employers. A MEMBER shall act in a professional manner when, for whatever reason, relationships are terminated between a MEMBER and a client or firm or employer. Nothing in this section, however, shall be construed to cause a MEMBER to breach obligations and duties to current clients or firm or employer.

Article 10. Compliance with Laws and Regulations
A MEMBER shall at all times conduct business and personal activities with knowledge of and in compliance with all applicable laws and regulations.

Article 11. Equal Opportunity
A MEMBER shall not deny equal employment opportunity or equal professional services to any person for reasons of race, color, religion, sex, familial status, national origin, age, sexual orientation, gender identity, or handicap and shall comply with all applicable laws and regulations regarding equal opportunity.

Article 12. Duty to Tenants and Others
A MEMBER shall competently manage the property of the client with due regard for the rights, responsibilities, and benefits of the tenants or residents and others lawfully on the property. A MEMBER shall not engage in any conduct that is in conscious disregard for the safety and health of those persons lawfully on the premises of the client's property.

Each MEMBER has a responsibility to provide the Institute of Real Estate Management with any significant factual information that reasonably suggests that another MEMBER may have violated this Code of Professional Ethics. Such information must be presented as outlined in the Institute of Real Estate Management's Bylaws and Statement of Policies.

Article 14. Enforcement
The interpretation of compliance with this Code is the responsibility of the Ethics and Discipline Committee of the Institute of Real Estate Management. Any violation by a MEMBER of the obligations of this Code and any disciplinary action for violation of any portion of this Code shall be determined and carried out in accordance with and pursuant to the terms of the Bylaws and Statement of Policies of the Institute of Real Estate Management. The result of such disciplinary action shall be final and binding upon the affected MEMBER and without recourse to the Institute, its officers, Governing Councillors, Members, employees, or agents. The pressures of today's competitive market make it difficult to get ahead. You're looking to sharpen your skills and reputation, study the most recent issues and best practices affecting your business, and meet colleagues with whom to share experiences, swap ideas, and discover solutions. You value the great benefits and the distinction that comes with associating with a proven industry leader.

Effective January 1, 2015
Standards of Practice & Code of Ethics

Developed and Edited by the American Association of Service Coordinators Standards of Practice Committee

This booklet is financially supported by Detroit Shoreway Community Development Organization, Cleveland, Ohio.

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Message from the Executive Director

The American Association of Service Coordinators (AASC), a national nonprofit membership association, has prepared this handbook containing guidelines for those persons involved in the expanding profession of service coordination. AASC members have established these standards of practice with the focus on quality, excellence, and the highest ethical conduct for all service coordinators in an effort to assist them in serving their clients.

Since 1999, the American Association of Service Coordinators has provided a national training, education, networking and advocacy forum for service coordinators and others committed to serving the most vulnerable persons in our communities. Our membership represents nearly 1,000 individual service coordinators, federal and state agencies, public housing authorities, HUD multifamily assisted housing facilities, nonprofit organizations, corporations, developers, management companies, apartment communities, managers, and other social service practitioners involved in providing service-enhanced housing.

Every day, our members serve thousands of families, seniors and persons with disabilities nationwide, linking them with supportive and health care services that help them achieve self-sufficiency while maintaining their dignity and autonomy. As consumer preferences for service-enriched residential options continues to grow over the coming decades, AASC will remain at the forefront, providing a foundation of leadership and direction to this new and exciting field.

We hope you find this handbook useful as you go about your work serving the people whose lives you touch.

Janice C. Monks, LSW, Executive Director

American Association of Service Coordinators

Professional Standards of Practice
and Code of Ethics

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Overview

The American Association of Service Coordinators (AASC) is a national not-for-profit organization representing the interests of service coordinators (SC). Membership consists of individual SCs in Public Housing Authorities (PHA's), HUD Assisted or Multifamily Federally-Subsidized Housing, State Housing Finance Agencies (HFA's), Community Action Agencies, for profit and nonprofit service organizations, as well as, housing providers, owners, developers, management companies, and other housing "SCs," staff who assist residents with obtaining services.

Service coordinators are an integral part of residential communities that house families, elders and persons with disabilities. SCs link residents with supportive services allowing them to maintain self-sufficiency in their homes. Some of the services typically arranged for on behalf of residents are: meals, transportation, health care and homemaking as well as other health and supportive services available through the local aging and family service networks.

Service Coordinators play an increasingly important role in family housing where the needs of the residents can be vastly different from those of the elderly. If these needs remain unresolved, they may directly impact the quality of life of the community and may create problems for management. SCs in family housing communities benefit the management team in a variety of ways that may include helping residents maintain independence, gain job training, find employment and child care, improve education and connect with health care and other social services.

In both family and senior housing, the primary goal is to empower residents and promote independence. For those in family housing, this may include employment and education strategies (such as job counseling, training, placement, help with child care, and family management) as well as securing provisions for food, health care, and transportation. Persons with disabilities may be interested in job training and placement, education, transportation, and referral to supportive services and arrangement of medical appointments.

It is most important that the SC understand the characteristics of the resident population and property in which they serve. Issues that may impact the differential use of services are socio-economics, age, culture, gender, race, sexual orientation, and others. Service coordination is based on the recognition that a trusting and empowering relationship between the SC and residents is essential to expedite the use of services and to restore or maintain the resident’s independence and quality functioning to the fullest extent possible.

The American Association of Service Coordinators recognizes that each SC works with a variety of populations in different settings and demographic areas. This code of ethics is intended to serve as a guide to the professional conduct of the SC in the housing environment. Therefore, AASC believes that by following these standards all service coordinators will uphold and advance the values, ethics, knowledge and mission of the profession. AASC hereby establishes the following code as standard protocol for the ethical behavior of all professional Service Coordinators.

Preamble

The American Association of Service Coordinators (AASC) standards of practice is a guide for social service professionals who perform service coordination in this specifically designated role and program. This document has been created in accordance with established social work practice addressing the ethical standards that all service coordinators serving families, elders, persons with disabilities, and/or other population groups in housing should adhere to as professional conduct.

Mission

The primary mission of the service coordination profession is to serve residents/clients who need and desire services, while empowering
them to remain self-reliant whenever possible and paying particular attention to the preservation of independent and affordable housing and the quality of life for the resident/client population at large. AASC serves and represents service coordinators nationwide who are involved in addressing the service needs of the residents in their respective communities. The AASC mission is to advance the interests of the service coordination profession and provide guidance to members in the sustained operation of service-enhanced housing through leadership, advocacy, networking, education and other services.

**Purpose**

This profession has an obligation to articulate its values, ethical principles, and standards. The ethical foundation of the service coordination profession is vital to its credibility and standing as a significant and irreplaceable part of the supportive housing team. The code of ethics is relevant to all service coordinators and service coordinator interns, regardless of their professional functions, the setting in which they work, or the population they serve. AASC code of ethics serves the following purposes:

- Identifies the core values on which the service coordination mission is based.
- Establishes a set of ethical standards that should be used to guide service coordination practice.
- Provides ethical standards to which service coordinator professionals should be accountable.
- To familiarize new service coordinators and other professionals to the service coordination program’s mission, values, ethical principles, and standards.
- Aids service coordinators in identifying relevant considerations when professional obligations conflict or ethical questions arise.

This handbook offers a set of values, principles, and standards to guide decision making and conduct when ethical issues arise. It does not provide a set of rules that dictate how service coordinators should act in all situations.

Further, the handbook does not specify which values, principles, and standards are most important and outweigh others in instances when they conflict. It is up to the individual service coordinator to make informed, ethical decisions in any given situation.

**Core Values**

The mission of the service coordination profession is rooted in a set of core values. These core values are the foundation of the service coordinator’s purpose and perspective:

- Service
- Social justice
- Dignity and worth of the person
- Importance of human relationships
- Integrity
- Competence

**Ethical Standards**

A. Client Issues

1. Commitment to Resident/Client: *The service coordinator shall use his/her skills and competence to serve the resident/client whose interests are of primary concern.*

- Advocate for the resident/client.
- Always work to preserve the residents’/clients’ civil rights, safety, in the least disruptive manner

2. Self-determination: *The SC shall ensure the residents/clients are involved in all phases of service coordination. The service coordinator will respect and promote the right of self-determination and assist residents/clients in their efforts to identify and clarify their goals.*
- The involvement of residents/clients in identifying their own needs and decision-making is a basic standard of practice. The SC shall work in tandem with residents/clients empowering them whenever possible to utilize their own abilities and allow them to make decisions regarding the services they receive.

- Service Coordinators shall not impose their opinions or preferences on a resident, but are obligated to provide full and complete information of all options and rely on a resident to make a reasoned choice.

- In issues involving a resident’s right to freedom of choice over personal safety, the resident/client has a right to choose to live at risk of harm or leave needs unmet providing he/she is capable of making that choice, harms no one, and commits no crime.

- All residents/clients have a right to choose their own life-style, as long as there are no lease violations and they are fulfilling their obligations of tenancy. The SC may limit a residents/clients’ right to self-determination when and if they believe in their “professional judgment” that the residents/clients poses a serious, foreseeable and imminent risk to themselves or others.

- The resident/client is in charge of his/her decision making until he/she delegates that right to another person or a court grants that right to someone else.

- The resident/client also has the right to refuse the services of the service coordinator or the service coordination program.

3. Privacy and confidentiality: *The SC shall ensure the residents/clients’ right to privacy and ensure appropriate confidentiality when information is released to others.*

- All information obtained by a SC about a resident/client is to be held in the strictest possible confidence.

- The resident/client has a right to privacy and personal dignity, and must be made aware of the limitations of confidentiality, before the disclosure of private information.

- The SC shall disclose only the information necessary and relevant to the situation or purpose when imminent danger, harm, lease violations, or illegal activities are involved.

- The SC shall not disclose personal or confidential information unless privacy can be assured. Caution shall be used when transmitting information via e-mail, fax, answering machine, and other electronic/computer technology.

- The SC shall not discuss confidential matters in public or semipublic areas such as hallways, waiting rooms, elevators, restaurants, etc.

- All resident records, files, and documentation shall be kept in a secure location (locked file cabinet) with the assurance it is not accessible to others, including management staff.

4. Informed consent: *Service coordinators shall provide services to residents/clients only in the context of a professional relationship based, when appropriate, on valid informed consent (release of information).*

- The SC may disclose confidential information with a valid consent from a resident/client or person legally authorized to act on his/her behalf.

- A valid informed consent should detail: 1) what information is to be sought from whom, 2) what information will be disclosed and to whom, 3) in what time frame, and 4) who has access to the information and under what circumstances.

- The SC may otherwise disclose confidential information when legally necessary; to prevent serious, foreseeable and imminent harm to themselves or someone else (this can include medical emergencies, domestic violence, mental health crisis etc.) or in situations where there is a lease violation.

- It is necessary to obtain informed consent before audio taping, videotaping, photographing or permitting third party observations.

- In instances where residents/clients are not literate or have difficulty understanding the primary language, the SC shall take steps to ensure residents/clients comprehension. (This may include seeking services
of a translator or providing detailed verbal or written messages.)

- When residents/clients lack the ability to provide informed consent, the SC shall seek out permission from the appropriate third party. The SC should seek to ensure that the responsible party acts in a manner consistent with the needs, desires and best interest of the resident/client.

- SC’s who provide services via electronic mediums (computers, telephones etc.) should inform residents of the limitations and risks involved.

B. Service Coordinator Professional Issues

1. Competence: The SC shall provide services and represent themselves as competent only within the boundaries of their education and/or experience.

- The SC will accept responsibility or employment on the basis of existing competence or agree to participate in training to acquire necessary competence.

- Endeavor to be proficient in professional service coordination and in the performance of SC functions striving to improve in proficiency, effectiveness, and quality of service given to residents.

- Critically examine and keep current with emerging related knowledge and participate in continuing education. Follow and, where required, comply with training requirements, follow the changes in funding and oversight of the position, and comply with the reporting requirements of the position as governed by authorized entities.

- Remain current on statutory and regulatory requirements governing the position.

- When a resident/client issue is outside the boundaries of the SC’s knowledge or expertise, the SC shall seek additional guidance from a qualified party or make a referral to the appropriate agency.

- SC’s shall have a knowledge base of their residents/clients’ cultures and services and be sensitive to the residents/clients’ cultures and to the differences among people of cultural groups.

2. Qualifications: The SC shall possess the knowledge, skills, and experience necessary to competently perform service coordination. The qualifications of an SC should be appropriately matched to the needs of the property or properties served. Service coordination is complex and calls for a variety of roles and skills such as, advocate/teacher, broker, planner, community organizer, consultant, educator, researcher, and more.

- The SC is to understand the characteristics of the resident/client population and be familiar with the possible diversity of resident populations including the socio-economics, age, culture, gender, race, and sexual orientation issues that may affect the individual and the community in which he or she lives.

- The SC shall have the following characteristics or demonstrate a working knowledge of supportive services and other community resources.

  - Ability to advocate, organize and problem solve.
  
  - Possess necessary skills that promotes understanding, acceptance and enhances the general welfare of the residents/clients in the community
  
  - Possess leadership and communication skills
  
  - Additionally, the SC shall possess the desire and be able to work within a team

- Education and background preferences:
  
  - The SC shall possess the necessary experience, training and overall qualifications as appropriate for the given situation with a preference of possessing a bachelors degree or higher.

  - The SC shall possess supervisory experience as appropriate to the situation

3. Respect: The SC shall treat colleagues and residents/clients with courtesy and respect and strive to enhance inter-professional, intra-professional, and interagency cooperation on behalf of the resident/client, agency, and profession.

- Treat all colleagues with respect.
• Avoid unwarranted negative criticism of colleagues with residents or other professionals.
• Respect confidential information shared by colleagues in the course of their professional relationships and transactions.
• Take adequate measures to discourage, prevent, expose, and correct the unethical conduct of colleagues.
• Treat with respect the services, views, and actions of colleagues and supervisory and administrative directives and use appropriate channels to express judgment on these matters when in conflict.
• Outreach and work with community service providers in a manner that fosters mutual respect, courtesy, fairness, and cooperation in good faith.
• Never knowingly be party to any illegal or improper activity
• Never accept anything of value from an employee, resident/client, service provider, or other business associates who would impair or be presumed to impair their professional judgment.
• Maintain the integrity of the position by upholding and advancing the values, ethics, knowledge, and mission of the profession.

4. Commitment to Employer: The SC shall work to improve the management's policies and procedures, and the efficiency and effectiveness of services.

• Identify service areas that require cooperative agreements and bring them to the attention of management for development.
• Take reasonable steps to ensure the employer is aware of the SC's obligations and standards.
• Assure that employer policies, procedures, regulations, and administrative orders are consistent with this code of ethics.
• Recognize the responsibility management has to the safety and security of the resident population and to the fiscal solvency of the building and its operations.
• Not perform management functions or duties.

References and Resources

Code of Ethics, National Association of Social Worker (NASW, 1996)
HUD. The Management Agent Handbook; Chapter 8 4381.5 / REV-2 / CHG-2
NASW Standards for Social Work Case Management, prepared by the Case Management Standards Work Group
Supportive Services Program in Senior Housing; Implementation Manual. Policy Center on Aging / Brandeis University
Standards of Practice Committee

This document was drafted and written by the American Association of Service Coordinators Standards of Practice Committee:

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The AASC Advantage

- Resources
- Expertise
- Networking opportunities
- Enhancement of skills
- Public education
- Establishment of professional standards of practice
- Implementation of industry-wide code of ethics

The Benefits of Membership

- Membership directory
- Website access to "members only" areas
- Online newsletter
- Advocacy for and advancement of the service coordinator profession
- Guidance in SC program application and renewal
- Funding alerts/legislative monitoring/regulatory updates
- Annual conference discount
- Answers to frequently asked questions about SC program development & implementation

Membership Categories

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- Government/Nonprofit Agency
- Corporate
- Student

To join AASC, please visit our website, www.servicecoordinator.org, and download an application, or contact the AASC office at (614) 798-9462.
THE TEN-STEP METHOD OF DECISIONMAKING

BACKGROUND

Developed by Jon Pekel and Doug Wallace, the Ten Step Method of Decision-making has five features that make it practically useful in today's highly competitive, global context, rapidly changing business environment:

1. **Stakeholder Based**
   - Based on the stakeholder theory of management – assumes that anyone or any entity that could be significantly affected has a RIGHT to have its best interests CONSIDERED

2. **Ethical Theory Based**
   - Based on (and incorporates as a check-and-balance on one another) the two most commonly used and beneficial ethical decision-making perspectives
   - **Consequential perspective** focuses on the cost/benefit affects of the decision
   - **Absolute principle perspective** focuses on aligning action with universal ethical principles

3. **Systems Based**
   - Probes for and deals with underlying drivers that cause and exacerbate the situation.
   - Doesn't just deal with "rotten apple issues" in the barrel; forces decision-makers to also deal with the barrel (organizational culture and systems)

4. **Ethical Checklist**
   - Includes a simple checklist that gives the decision-makers a numerical sense of how effective they have been in using the ethical dimensions of the decision-making process.

5. **Designed To Be A Highly Practical Management Tool**
   - As the situation warrants, some or all of the ten steps can be used
   - Recognizes that most serious, high-risk, high-impact issues stem from management's actions or inactions
   - Effective in dealing with highly complex situations, including cross-cultural international business issues
   - Also useful for non-management staff in raising and resolving ethical issues

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### Ten Step Method Of Decision-Making

#### SITUATION ANALYSIS

**1.** What are the known *KEY FACTS* in this situation?

**2.** List the **MAJOR STAKEHOLDERS** (those affected by the situation): what do they value and want as desired outcomes?

<table>
<thead>
<tr>
<th>KEY STAKEHOLDERS</th>
<th>WHAT THEY VALUE</th>
<th>THEIR DESIRED OUTCOMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**3.** List the **UNDERLYING DRIVERS** that are causing or exacerbating this ethical problem? [Incorporate in Step 8 below]

**4.** List in priority order the **UNIVERSAL ETHICAL PRINCIPLES** and **OPERATING VALUES** that should be upheld in the decision?

**5.** List who should **HAVE INPUT TO** or **BE INVOLVED IN** making the decision?

**6.** 1) Brainstorm possible alternatives to resolve the situation. Then, test each alternative against the 3 review-gate criteria listed below. Only alternatives that pass all 3 review-gates become **Viable Alternatives** worthy of further consideration.
   - Prevents or minimizes HARM to the above listed stakeholders
   - Upholds the ETHICAL PRINCIPLES and OPERATING VALUES identified in Step 4
   - Is a good, WORKABLE SOLUTION to the entire situation

<table>
<thead>
<tr>
<th>STAKEHOLDERS</th>
<th>VIABLE ALTERNATIVE 1</th>
<th>VIABLE ALTERNATIVE 2</th>
<th>VIABLE ALTERNATIVE 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2) Next, determine the possible consequences of each viable alternative on each major stakeholder.

**7.** Select the preferred alternative and build a **WORST CASE SCENARIO** (made up of things that could go wrong in implementing your preferred alternative) and determine how it affects each stakeholder.

**8.** Add a **PREVENTIVE ETHICS COMPONENT** to your preferred alternative that deals with the underlying drivers identified in Step 3.

**9.** **DECIDE AND BUILD AN ACTION-PLAN** that incorporates the best choices you’ve made in all of the above listed steps.

**10.** Evaluate your chosen alternative (modified to deal with underlying drivers) against the **ETHICAL CHECKLIST** on the next page.
Ten Step Method Of Decision-Making

ETHICAL CHECKLIST

Directions. Using the 0-through-6 scale, evaluate your preferred decision (including both its short-term immediate and long-term preventive components) against the following eight tests. Place an “X” in the most appropriate column. Then, total all answers, check the appropriate Decision-Making Confidence Scale, and follow the directions relating to your results.

<table>
<thead>
<tr>
<th>EFFECTIVE DECISION-MAKING TESTS</th>
<th>RATING SCALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Not At All</td>
</tr>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

1. **RELEVANT INFORMATION TEST.** Have we obtained as much information as possible to make an informed decision and action-plan for this situation?

2. **INVOLVEMENT TEST.** Have we involved as many as possible of those who have a right to have input to, or actual involvement in, making this decision and action-plan?

3. **CONSEQUENTIALIST TEST.** Have we attempted to accommodate for the consequences of this decision and action-plan on any who could be significantly affected by it?

4. **UNIVERSAL ETHICAL PRINCIPLES TEST.** Does this decision and action-plan uphold the ethical principles (Step 4) that we think are relevant to this situation?

5. **FAIRNESS TEST.** If we were any one of the stakeholders in this situation, would we perceive this decision and action-plan to be fair, given all of the circumstances?

6. **UNIVERSALITY TEST.** Would we want this decision and action-plan to become “universally applicable” so it would be apply to all in similar situations, including ourselves?

7. **PREVENTIVE TEST.** Does this decision and action-plan prevent or minimize similar situations from happening again?

8. **LIGHT-OF-DAY (OR 60 MINUTES TV PROGRAM) TEST.** Can our decision and action-plan stand the test of broad-based public disclosure in which everyone knows everything about both what we decided and how we made the decision?

**EFFECTIVE DECISION-MAKING CONFIDENCE SCALE**

What is the total of all of your circled numbers? _______ Now, check the box representing the appropriate range. If needed, revise your decision and action-plan.

<table>
<thead>
<tr>
<th>CHECK RANGE</th>
<th>TOTALS</th>
<th>HOW CONFIDENT CAN YOU BE OF HAVING DONE AN EFFECTIVE JOB OF DECISION-MAKING?</th>
</tr>
</thead>
<tbody>
<tr>
<td>44 - 48</td>
<td>Extremely confident – Definitely do not need to revise your decision.</td>
<td></td>
</tr>
<tr>
<td>39 - 43</td>
<td>Very confident – Probably do not need to revise your decision.</td>
<td></td>
</tr>
<tr>
<td>33 - 38</td>
<td>Somewhat confident – Should revise your decision.</td>
<td></td>
</tr>
<tr>
<td>24 - 32</td>
<td>Not very confident – Definitely revise your decision.</td>
<td></td>
</tr>
<tr>
<td>0 - 23</td>
<td>Not at all confident – Definitely redo your entire analysis</td>
<td></td>
</tr>
</tbody>
</table>