



TRAINING TIP OF THE WEEK

REPRESENTING DIVORCING SELLERS

Over the years, I have had a familiar scenario come up that goes something like this. An ex-wife just recently finalized her divorce with her ex-husband. The divorce decree states that the ex-wife is awarded the home. The ex-wife wants to sell it and contacts you to list it. However, both the exes are on the title.

Who signs the listing agreement and who signs the purchase contract?

It does not matter who was awarded the home in the divorce. Both the ex-husband and ex-wife must sign the listing agreement and the purchase contract. Why? Because both exes are on the title. It is simple as that.

Now, what happens if the ex-wife accepts an offer from a buyer, but the ex-husband refuses to sign? My answer would be that the ex-wife is not under contract. Utah courts are definitive that ALL parties on title must sign the purchase agreement to form a contract to sell when the property is held in joint tenancy. If this is the case, then it is the ex-wife's responsibility to petition the court to enforce the divorce decree against her ex-husband if he continues to be uncooperative.

I want to be very clear that your role as a licensee is not to help one party enforce the divorce decree against the other. Again, that responsibility falls on both parties, who should counsel with their respective attorneys. Representing divorcing couples can be difficult for REALTORS®. My advice would be to set expectations upfront so that all parties understand what you can and can't do.

Written By: Curtis Bullock, CEO Salt Lake Board of Realtors®

This is a Publication of the Cache Valley Association of REALTORS®

TIPS OFFERED BY THE CACHE VALLEY ASSOCIATION OF REALTORS® ARE INTENDED FOR BROKER AND AGENT TRAINING. IN THE EVENT ADDITIONAL LEGAL ADVICE IS NEEDED, WE ENCOURAGE MEMBERS TO CONTACT THE UAR LEGAL HOTLINE AT (801) 676-5211 MONDAY, WEDNESDAY AND FRIDAY BETWEEN THE HOURS OF 8:30 AM AND 4:00 PM.

