

## Real Estate Broker Legal Newsletter



### Commission Agreements Conditioned Upon Verbal Agreements of Sale



By Patrick B. Fife, Esq.

The Appellate Division, Second Department recently issued an interesting decision concerning brokerage commissions in Regency Homes Realty Group, Inc. v. Leo and Laura, LLC, 155 A.D.3d 1075, 1077 (2d Dept. 2017). The case illustrates that, although a brokerage agreement can condition commission payments upon the seller and buyer reaching a verbal agreement of sale, there is often difficulty in proving that the parties reached a verbal agreement on the essential terms of a contract of sale.

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### New Legislation for the Town and Village of Southampton



By Katerina Grinko, Esq.

As of December 31st, 2022 the Town of Southampton will discontinue its partial real property tax exemption program which is now available to eligible first-time home buyers of newly constructed or substantially altered and renovated homes.

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### Collecting Unpaid Commissions – The Law Can Help You



By Craig H. Handler, Esq.

One of the occupational hazards faced by brokers is the fight to recover a commission after a transaction has been successfully completed. When a seller or landlord fails to pay the broker's fee, the New York Real Property Law and, under some circumstances, the Lien Law, may offer protection, as well as leverage to help recover that which is owed.

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