



DAVE YOST

OHIO ATTORNEY GENERAL

Consumer Protection Section

January 30, 2026

Consumer Name
Address
City, State, Zip

RE: MV Realty HBA Cancellation Opportunity for Ohio Homeowners

Dear Consumer,

You are receiving this correspondence from our office because sometime in the past few years you entered into a contract called a Homeowner Benefit Agreement (“Agreement” or “HBA”) with MV Realty of Ohio, LLC (and its affiliates and assigns) (“MV Realty”). Based on communications between the Consumer Protection Section of the Ohio Attorney General’s Office’s and MV Realty, we understand that MV Realty recently sent you a communication with an opportunity to cancel that Agreement (the “Cancellation Offer”). This is a very significant opportunity for you, and we wanted to make sure you review and fully consider it.

The Agreement you entered into may have very significant future financial implications for you that you maybe didn’t understand or think about when you signed your Agreement. This is true even if you don’t plan to sell your home in the near future.

MV Realty’s Cancellation Offer gives you the opportunity to reconsider the Agreement and cancel it without any further obligations to MV Realty. This offer includes that you do not even have to pay back the money MV Realty gave you when you signed the Agreement. However, there is a short deadline, and you need to act quickly.

How to Accept MV Realty’s Cancellation Offer:

- **If you decide to cancel your Agreement, you will need to take two very important steps prior to MV Realty’s deadline. First, you need to notify MV Realty of your decision to cancel your Agreement. Second, you need to pay a one-time payment of \$75.00 to MV Realty for the cost of filing a termination document with your local county recorder’s office. More information on both of those steps is included below. Also, the deadline for completing both of those steps is April 29, 2026.**
- We cannot give you advice on whether you should accept MV Realty’s Cancellation Offer. You should review the Agreement that you signed and carefully consider all of the provisions to decide whether or not to cancel it.
- **Important information about MV Realty’s HBA and the deadline and notification requirements for the Cancellation Offer are highlighted below.**

Important Information to Consider:

We have not reviewed your specific Agreement, but we have reviewed MV Realty's form HBA and understand it to be substantially similar. A link to a sample HBA was also included in MV Realty's recent communication to you. Based on our review of the form HBA, we highlighted below some important information for you to consider in evaluating the Cancellation Offer.

1. The Agreement Has Significant Listing Agent and Commission Requirements

- The Agreement grants MV Realty an exclusive right for 40 years to act as a listing agent for the sale of the home. If MV Realty does not have any licensed real estate agents in Ohio at the time of sale, the Agreement provides MV Realty the exclusive right to designate another real estate agent to act as the homeowner's listing agent.
- The real estate commission percentage for MV Realty, as the listing agent, cannot be less than 3%, and if there is no agent for the buyer, the rate is 6%.
- MV Realty's recovery amount does not decrease if a home's value decreases. This is because MV Realty assigned a monetary value to the home when the Agreement was entered into and the commission percentage is calculated using the greater of (i) the assigned value or (ii) the sale price.
- The Agreement prohibits Ohio homeowners from hiring their own listing agent.

2. The Agreement Lasts for 40 Years

- The Agreement lasts for 40 years, which means that the Agreement is binding for 40 years from the date it was signed.
- The Agreement not only applies to the homeowner, but it also applies to any successors in interest to the home. This means that, even if a homeowner passes away during those 40 years without ever selling their home, the homeowner's heirs would still be bound by the Agreement after the homeowner's death.

3. The Agreement Has a Broad Early Termination Fee

- MV Realty is essentially guaranteed to get a fee from the homeowner in any sale or transfer of the home whether or not MV Realty acts as the homeowner's real estate agent.
- Except for very limited exceptions, the early termination fee is triggered by any sale or other transfer of the home that does not result in a real estate commission for MV Realty. This would not only include things like trying to sell the home without MV Realty but would also include things like deed transfers without any resulting sale proceeds.

- The Agreement includes a limited transfer exception for estate planning, but that exception only applies for certain approved persons, and only if the approved persons agree to also be bound by the Agreement's terms and conditions within a required period of time.
- The amount that a homeowner could be charged for an early termination fee may be substantial. If an early termination fee is triggered, MV Realty will get 3% of the greater of (i) the home's value at the time of the termination event or (ii) the value MV Realty assigned to it when the Agreement was entered into.

4. The Agreement Has an Extremely Limited 60 Day Exception to the Exclusive Listing

- The Agreement gives MV Realty six months to successfully sell a home after listing.
- If MV Realty fails to sell a home, the homeowner has 60 days to try to independently sell the home in an arm's length transaction. However, specific requirements must be met to not trigger MV Realty's early termination fee. For example, (i) the sale price must be equal or higher to the MV Realty listing price, (ii) the other terms in the sales agreement must be identical to those in the MV Realty listing agreement, and (iii) the actual closing for the sale must occur within the same 60-day window.
- If a homeowner isn't able to sell the home within the allotted 60 days, the Agreement remains in place.

5. MV Realty Files the Agreements with Local County Recorder Offices

- The Agreement provides for the filing of a Memorandum of MVR Homeowner Benefit Agreement in the county recorder's office where the home is located. This filing can limit a homeowner's ability to do things like refinance a mortgage, obtain an equity line, or obtain a reverse mortgage.
- If you accept MV Realty's Cancellation Offer, MV Realty will file a termination document with your local county recorder's office that will release the Memorandum of MVR Homeowner Benefit Agreement. The deadline and requirements for accepting the Cancellation Offer are highlighted below.

6. There is a New Ohio Law that Restricts Right-to-List Agreements

- In October 2023, a new Ohio statute (R.C. 5301.94) took effect that makes an exclusive listing agreement like MV Realty's Agreement an illegal unfair or deceptive act or practice in violation of the Ohio Consumer Sales Practices Act, R.C. 1345.01 *et seq.*
- Agreements like MV Realty's Agreement that were signed prior to October 2023 were not invalidated by the new statute and remain in place unless otherwise terminated.

IMPORTANT CANCELLATION DEADLINE AND NOTIFICATION INFORMATION:

A. Information and Deadline for Notifying MV Realty of Your Cancellation Decision

In order to cancel your MV Realty Agreement without any further obligations to MV Realty you need to email MV Realty at ohiotermination@homesatmv.com prior to **April 29, 2026** and let them know you want to cancel. For your convenience, the following is a sample email –

I am _____ [insert the name on the MV Realty Agreement] and I want to cancel my MV Realty Homeowner Benefit Agreement. My property address is _____, Ohio _____ [insert the full address of your property].

*Thank you,
[Insert Your Name]
[Insert Your Address]
[Insert Your Email]
[Insert Your Phone Number]*

B. Information and Deadline for Remitting the Required \$75.00 Payment to MV Realty for the Cost of Filing a Required Termination Document with Your Local County Recorder's Office

After you send your termination email to MV Realty, you then need to also make a one-time **\$75.00** payment to MV Realty for the cost of filing a termination document with your local county recorder's office. The deadline for making this payment is **April 29 2026**, and it needs to be made using the following payment portal link that was provided to you by MV Realty in their recent communication to you – <https://homesatmv.com/ohio-memo-term/>.

As stated previously, MV Realty's Cancellation Offer is a very significant opportunity for you, and we want to make sure you review and fully consider it. If you have questions regarding this correspondence or the Cancellation Offer, you can email us at **MVRInquiries@OhioAGO.gov**. Although we cannot give you advice on whether you should or shouldn't accept the Cancellation Offer, we may be able to assist you with additional general information.

Very Truly Yours,

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