

## SPIDEY senses



**The listing agent was contacted by the seller online. The seller explained he was French but working in Spain and unable to travel due to the pandemic. He asked the real estate agent to list his vacant lot for sale.**

They agreed on a price and the real estate agent processed the paperwork. She also recommended a Certified Public Accountant (CPA) firm to assist him with the Foreign Investment Real Property Tax Act (FIRPTA) withholding paperwork. He contacted the CPA by email.

The lot sold quickly for \$18,000 and escrow was opened at Fidelity National Title of Florida with Michele Smiley and Simone Clacher. The listing agent let them know the seller was the citizen of a foreign nation and already working with a CPA to put the FIRPTA Withholding paperwork together. The real estate agent told Michele and Simone the seller was working in Spain and provided them with his email address. This prompted Simone to ask more questions.

Simone wanted to know if the listing agent ever met or spoke on the phone with the seller. The real estate agent said no; she only communicated with him via email. Simone explained to her she would not close the transaction unless she spoke directly to the seller via phone or by some type of video conference.

Simone offered several options. They could meet via Microsoft® Teams, using Facebook® WhatsApp, Microsoft® Skype or another virtual method. The real estate agent said she would convey the information to the seller.

The CPA firm contacted Fidelity for information about the sale. Michele asked them if they had spoken with the seller yet and whether they had a signed release from the seller authorizing her to discuss the transaction with them. The CPA firm stated that it had not and that he had yet to respond to any of its emails.

Michele advised the CPA firm contact to let their client know she needed his authorization and he should contact her or Simone by phone. The CPA firm understood and assured Michelle that she would be kept in the loop.

Everyone knew Simone and Michele would not close without meeting the seller over video conference and receiving a copy of his passport. They wanted to be able to compare the picture of the seller from the passport to the video when they met virtually.

The real estate agent advised her client in order to proceed with the title search for closing, the title company had requested a copy of his passport, phone number and the contact information for the CPA firm — along with his authorization to speak with them.

The seller emailed a copy of his passport to the listing agent, which only confused the situation further. He told her he was French, but the passport was issued by Switzerland. The signature appeared to be an eSignature rather than a live signature and it generally appeared suspicious.

Keep in mind it was only a black and white scanned copy, but that was what made it so suspicious. The picture was crystal clear and other parts of it appeared blurry.

The listing agent dug in, did some additional research and found a U.S. mailing address for the property owner. She sent the property owner a certified letter to which the property owner replied by email. The message read:

***This is to refer to your June 17, 2020 letter enclosing a signed copy of an alleged listing contract. I am afraid that there is a major misunderstanding on your side.***

***As a matter of fact, I don't recall having ever signed with your Company any "Vacant Land Listing Agreement."***

***I am especially disturbed to note that the contract sent to me bears a signature which is not mine. It appears to me that you are trying to force me to entrust your Company to sell a piece of land which is my property in Cape Coral, Florida.***

***You are therefore kindly requested to confirm that you have never been entrusted by me at any time to sell any piece of property I owe in Florida on my behalf.***

The listing agent discussed the response with her broker. They both reached out to the real property owner to explain the situation and assure him they were trying to protect him.

The broker contacted Fidelity and advised them to stop all communication with the fake seller. The broker instructed escrow to refund the earnest money to the buyer.

Michele and Simone immediately resigned from the transaction. The earnest money was refunded to the buyer and the title officer was notified so they could add a note to the title plant in case the imposter tried to sell the property to someone else.