# The Estimated Costs of HUD's Proposed RESPA Regulations

**Prepared for the National Association of Realtors®**

**By**

**Ann B. Schnare**

**June 3, 2008**

HUD issued a revised set of RESPA regulations on March 14, 2008, following nearly six years of review. These new regulations attempt to improve upon an earlier HUD proposal, issued in 2002 and subsequently withdrawn due to strong opposition. As before, the primary objectives of HUD's proposal are to promote shopping, bring greater "certainty" to closing costs, and simplify and improve the mortgage origination process. However, while these goals are laudable—and while the Department seems to be moving in the right direction—the new proposal still falls short on many of its stated objectives.

There are numerous operational and legal issues that are associated with the proposed regulations. However, this paper focuses on the regulatory impact analysis (RIA) that is used to justify HUD's proposal, in particular, on its estimates of compliance costs. While the RIA is voluminous and covers a variety of topics, HUD's analysis ultimately comes down to a set of relatively simple calculations that attempt to quantify the relative costs of two key aspects of the proposal:

- the revised Good Faith Estimate (GFE); and
- the addition of a "Closing Script" to the settlement process.

This paper discusses some of the limitations of HUD's analysis, and the sensitivity of its estimates to alternative assumptions regarding the probable outcome of the new regulations.

## 1.0 Key Aspects of the New RESPA Requirements

By HUD's own admission, its new RESPA requirements will fundamentally change the mortgage industry's business model. The redefined GFE and the inclusion of a closing script will add new procedures and risks to both the loan origination and closing process.

The new GFE will be standardized, have a summary page that captures the major elements of origination and closing costs, and contain three additional pages designed to help consumers evaluate the relative attractiveness of a loan. Among other things, these

additional pages will provide a more detailed breakdown of closing costs, as well as a chart presenting alternatives offering higher (and lower) interest rates coupled with correspondingly lower (and higher) up-front costs. In redesigning the GFE, HUD has attempted to give consumers the information that they need to shop for loans and evaluate and compare the different offers they receive.

However, the potential impact of HUD's new regulations extends well beyond the format change embodied in the revised GFE. To begin with, the GFE is currently issued after a borrower has applied for a loan. Under the new regulations, a GFE would be required *prior* to loan application. As noted by HUD, these new regulations will effectively create two types of applications: one for the GFE, another for the actual mortgage. The reason for this new requirement is straightforward: HUD wants consumers to use the GFE to facilitate their shopping process. Presumably, if the regulations have their intended effect, the "typical" consumer would obtain two or more GFEs before actually applying for a loan.

In addition, when a GFE is issued, the originator (defined as the lender or the mortgage broker) will now be required to guarantee the origination fee and certain third party closing costs (e.g., title insurance, appraisal, etc.) for a minimum of 10 business days (subject to certain tolerance levels.) The originator must also specify an interest rate and a lock-in period for the rate, although the originator is free to choose the length of the lock-in period. Once the borrower has accepted the offer and locked-in the interest rate, the terms identified on the GFE would generally be guaranteed until the loan is closed. While HUD has allowed for some discrepancies in the event of "unforeseen circumstances" (e.g., Acts of God, need for a second appraisal, etc.), changes resulting from movements in interest rates or other economic developments are specifically not allowed.

HUD acknowledges that certain information on the borrower will be required in order to guarantee the GFE. As a result, the new regulations will allow the loan originator to collect basic information on the applicant (i.e., name, social security number, property

address, estimated value of the property, and loan amount) before issuing a GFE. If a preliminary review of the data suggests that the borrower would not be qualified for the requested loan, the originator can either reject the application or issue a new GFE for an alternative product. In either event, the originator must keep a record that documents why the decision was made.

Thus, the new GFE requirement will effectively create two distinctly different underwriting processes corresponding to each application type: an initial underwrite for any consumer who requests a GFE based on the limited data provided in the GFE application (i.e., credit score, stated income, loan amount, and estimated property value or sales price); and a second, more comprehensive underwrite for the subset of consumers who ultimately apply for the loan based on more extensive information collected and validated as part of the traditional underwriting process. If consumers use the GFE as a shopping tool, loan originators will have to conduct initial underwrites on large numbers of consumers who end up going elsewhere or not getting a mortgage at all.

Finally, to help ensure that consumers understand the terms of their mortgages and that closing costs do not exceed the thresholds identified in the GFE, HUD has added a new "closing script" to be read to the borrower at the settlement table. The script would contain detailed information about the terms and conditions of the mortgage. It would also include a chart that compares the "firm" costs contained in the GFE to their corresponding line items in the HUD-1 form. While HUD believes that such a comparison will prevent instances of "bait and switch", the Department does not establish a process for resolving any discrepancies that are uncovered at closing, or to otherwise enforce the "guaranteed" nature of the GFE.

## 2.0 The Potential Impact of HUD's Proposal

As noted earlier, HUD's Regulatory Impact Analysis is voluminous. An extensive review of the document would be impractical within the designated comment period (and probably not particularly productive.) However, a closer look at some of the assumptions

that underlie the Department's estimates suggests that HUD has greatly underestimated the costs of the implementing its new requirements.

The Department estimates that revised RESPA regulations would save the average consumer about $660 in up-front loan origination and closing fees by facilitating and improving the shopping process. It also estimates that the annual compliance cost of producing these savings would be about $100 per loan—$45 for the revised GFE and another $54 for the closing script. Finally, HUD estimates that its proposal would produce efficiency gains of about $86 per loan for borrowers and about $112 per loan for originators due to a reduction in total time spent shopping (or dealing with shoppers.)"[1]

As described in more detail below, there are a number of reasons to suspect that HUD has significantly under-estimated the cost of implementation. In the end, more realistic assumptions concerning these costs would significantly reduce net savings to consumers.

## 2.1 Impact on Industry Structure

By HUD's own admission, the new RESPA requirements would fundamentally change the mortgage origination process. However, HUD's analysis completely ignores the proposal's potential impact on the structure of the industry. This "partial equilibrium" approach brings the Department's estimates of costs and benefits into question.

Under HUD's proposal, loan originators (and mortgage brokers) will be asked to guarantee not only their own fees, but the fees of third-party settlement service providers. To manage the resulting risk, originators will inevitably seek out contractual arrangements (and pricing concessions) with one or more service providers. As originators seek to form these arrangements, there will be clear winners and losers

[1]HUD estimates that the average consumer would save about an hour in time spent shopping for a mortgage and settlement service providers. It also asserts that these time savings would be realized by originators and settlement service providers since these entities would spend less time answering questions and "seeking out vulnerable borrowers." However, HUD offers no real justification for these estimates. See US Department of Housing and Urban Development, "RESPA: Regulatory Impact Analysis and Initial Regulatory Flexibility Analysis FR-5180-P-01. Proposed Rule to Improve the Process of Obtaining Mortgages and Reducing Consumer Costs," Office of Policy Development and Research. P. 3-120.

throughout the mortgage and settlement services industries. While HUD seems to imply that the only losers will be inefficient or unscrupulous service providers, most commentators believe that, for a variety of reasons, small originators, brokers and settlement service providers will lose at the expense of larger entities.

For example, if the originator requires the borrower to use one of its own service providers, it would probably want to limit its agreements to firms that can handle relatively a large number of transactions. Smaller service providers, who are more likely to have capacity constraints, would inevitably be disadvantaged. Why would a loan originator choose to identify, negotiate, monitor and track the rates of 15 or 20 smaller companies when the same volume of loans could be handled by one or two larger firms? Even if the originator does not require the borrower to use one of its own service providers, it must provide a list of "acceptable" providers as part of the GFE. Since the originator will still be required to guarantee the rates of these recommended companies, such lists are also likely to be short.

The proposed regulations will also tend to favor larger lenders and brokers. Larger originators are in a better position to negotiate rates and to extract pricing concessions from third party settlement service providers. While this may be good for consumers in the short-term, the increased concentration that would inevitably result could eventually produce the opposite effect. For example, larger originators may use their market power to undercut their competitors, and then subsequently move to higher rates once their competitors have left the market. Regardless of the eventual impact, the number of active players in the market would undoubtedly decline.

While the Department admits that "a new business model is being put in place for the mortgage industry," it makes no attempt to take these secondary effects into account in estimating the costs and benefits of the proposal. In fact, HUD dismisses the issue by stating that "it is difficult to provide comments on a market structure that does not yet exist."[2] Given the current turmoil in the mortgage market, one wonders if now is the time

---

[2] HUD, op. cit. p. 3-87.

to implement a new regulation that would result in such structural change. At a minimum, this issue deserves to be given more than cursory attention from HUD before it finalizes its regulation.

### 2.2 The Cost of the New GFE

The Department also underestimates the costs of implementing the new GFE requirements. Among other things, HUD's proposed regulations will require the industry to modify its existing software programs, train staff on the use of the form, process and track multiple applications from multiple borrowers, underwrite GFE applications for borrowers who end up going to other lenders, and require originators to assume the additional risks and costs that are associated with the mandated tolerance levels on the GFE.

HUD estimates that the annual cost of the expanded GFE will be $44.50 per loan. However, in deriving its estimates, HUD either ignores or dismisses many of the factors noted above. This section highlights some of the major limitations of HUD's analysis, which include:

- understating the total number of GFEs that would need to be issued and tracked;
- ignoring the operational and hedging costs associated with the guarantee; and
- ignoring the costs of the initial underwrite, including the costs of obtaining additional FICO scores.

Accounting for these and other factors would significantly increase the estimated costs of the GFE.

### The Number of Good Faith Estimates

HUD assumes that roughly 1.7 GFEs would be produced for every completed mortgage origination. Thus, in order to produce 12.5 million loans (HUD's baseline estimate for a

typical year), HUD assumes that originators would have to issue roughly 21.250 million GFEs (i.e., 1.7 GFEs per loan x 12.5 million loans.) The 1.7 ratio used by HUD is based on the observed relationship between loan applications and loan originations, as reported in HMDA data.[3] (The ratio is significantly higher than 1.0 due to the fallout that occurs when loan applications are either rejected or voluntarily withdrawn.) In effect, using a 1.7 ratio to estimate the number of GFEs that are associated with a given origination volume assumes that the new regulations will not affect the total number of GFEs that are issued in any given year (or, alternatively, that there will be just one GFE per mortgage application.)

However, there are a number of reasons that a higher ratio should be used. Assume, for example, that the revised GFE does not affect the fallout that occurs once a formal application has been received (i.e., that the ratio of mortgage applications to originations remains at 1.7.) Even if the average borrower obtained just two GFEs, the total number of GFEs in a typical year would rise from 21.3 million (HUD's estimate) to about 42.5 million (i.e., 2 GFEs per application x 1.7 applications per loan x 12.5 million loans.) While one could argue that better information on the part of consumers would reduce the number of loans that were rejected or withdrawn after a loan application has been filed, even if the fallout rate were cut in half—a highly unlikely event—the number of GFEs that are issued in a typical year would be 33.75 million, or about 59 percent higher than the estimate used by HUD.[4]

Thus, it seems highly likely that the ratio of GFEs to loan originations that is embedded in HUD's projections (1.7) is far too low. Under the alternative assumptions presented above, the ratio of GFEs to originated loans would more likely range between 2.7 and 3.4 even if one assumes that the average consumers obtains just two GFEs. These higher ratios would translate into proportionally higher compliance costs.

[3] HUD, op. cit., p. 2-6.
[4] Cutting the fallout rate by half would result in a ratio of 1.35 loan applications for each originated loan. Assuming that each borrower obtains 2 GFEs before a applying for a loan—and that it there are 1.35 applications for every loan—results in 2.7 GSEs per origination.

In deriving its estimates, HUD assumes that the annual costs of the revised GFE primarily relate to processing and tracking the applications.[5] If one assumes that 21.250 million GFEs would be issued in a typical year, average costs per originated loan would be $44.50—the estimate produced by HUD. However, if one assumes that between 34 and 43 million GFEs would be issued, the average annual cost per originated loan would rise to $71 to $89, respectively.

While the ratios that are used to derive these various estimates are admittedly somewhat arbitrary, one thing seems clear: either HUD has seriously under-estimated the number of GFEs that will be issued under its new regulations or the regulations will not produce the amount of shopping behavior that the Department would like to achieve.

**The Operational and Hedging Costs of the GFE**

As noted above, HUD's estimates of the on-going costs of the GFE are primarily based on the amount of additional time it will take to process the application and produce the revised GFE form. HUD ignores or dismisses the operational and hedging costs that would be associated with this new requirement, including the costs of hedging the interest rate that is offered on the GFE.

Under the proposed regulations, the originator's fee (excluding the YSP) and certain components of closing costs must be guaranteed for at least 10 business days (subject to a 10 percent tolerance level that is applied to the sum of all applicable third-party costs.) However, HUD allows the originator to establish the lock-in period for the interest rate. Until the rate is locked, all interest-related charges, including the yield spread premium, are allowed to float.

Conceivably, the originator could choose a lock-in period that is considerably shorter than the 10 business days required for other components of the GFE in order to minimize

[5] As described in more detail below, HUD either ignores or dismisses the additional underwriting, operational and hedging cost that would be associated with the new guarantees.

its hedging costs. While this would defeat one of the major objectives of HUD's proposal—namely, to fix the mortgage terms for at least 10 business days in order to facilitate the shopping process—HUD does not address this issue in its RIA. Instead, HUD asserts that its decision to reduce the guarantee period from 30 to 10 business days would eliminate any significant operational and hedging costs that were associated with its 2002 proposal.

However, even a relatively short lock-in period for the interest rate on the GFE could add significant costs to the originator over and above the hedging costs that now occur once a formal application has been received. Suppose, for example, that originator set the lock-in period to 10 business days—a move that would certainly make the offer much easier for consumers to understand and would be consistent with HUD's objectives.[6] According to our estimates, the cost of the hedge would be about 4 basis points (i.e., 0.04 percent) of the dollar value of requested loan.[7] If one assumes that 3.7 GFEs are issued for every loan that gets originated, the initial interest lock would cost about 13.6 basis points per loan (i.e., 4 bps per GFE x 3.7 GFEs per origination.) On a $200,000 mortgage, this would add about $272 to the cost of the loan. Even if one uses HUD's assumptions regarding the ratio of GFEs to originations, the average cost of the interest rate hedge would be about $180 per loan (i.e., 4 bps per GFE x 1.7 GFEs per origination.)

**Multiple Underwriting**

HUD has also not factored in the additional costs of underwriting the GFE. While it notes in its RIA that the originator would be required to update the credit report once a formal loan application has been received[8], it makes no attempt to account for this

---

[6] HUD's revised GFE has multiple dates for the offer: one for the origination fee and third party settlement costs; one for the quoted interest rate; one for the settlement date; and one for the number of days that the loan must lock before closing. The multiplicity of dates could well lead to borrower confusion.

[7] The value of the hedge can be estimated by comparing differences in the rates that Fannie Mae and Freddie Mac are currently being offering for loans with different delivery periods. On May 15th, the interest rate spreads on Fannie Mae and Freddie Mac 30 and 60 day deliveries were about 8 basis points. Guaranteeing the interest offered on the GFE for 10 business days (i.e., 12 to 14 calendar days) would cost about half of this amount, or roughly 4 bps.

[8] HUD, op. cit. p. 3-70.

additional step in its cost analysis. In effect, HUD assumes that the initial screening that would occur when the GFE is issued would simply replace the initial screening that would otherwise occur once a formal application has been received. This argument might make some sense if one accepts HUD's premise that its new regulations will not affect the number of GFEs that are ultimately issued. However, the argument falls apart if one assumes that HUD's regulations will lead to significant increases in the total number of GFEs.

For example, if one assumes that the ratio of GFEs to originations is 2.7 instead of 1.7, loan originators would have to pull at least one additional credit report for every mortgage origination (i.e., 2.7 – 1.7). According to HUD, the average credit report costs about $25.[9] This additional expense would increase the Department's estimated cost of the GFE ($45 per loan) by 56 percent. Furthermore, the additional underwriting step would undoubtedly add to total processing time. If one assumes that preliminary screening will take about 10 minutes to complete, the total cost of the initial underwrite would rise to about $30 per loan—$25 for the initial credit pull and another $5 for the underwriter's time (valued at $31.14 per hour.)[10] If one assumes that the ratio of GFEs to originations is even higher—for example, 3.4—the additional underwriting costs would add about $52 to the cost of a typical loan.

**Alternative Estimates of Annual Costs of GFE**

Exhibit 1 summarizes how changes in HUD's assumptions could change the estimated cost of the GFE. The columns reflect different assumptions regarding the ratio of GFE applications to loan originations, which affect the number of GFEs that would be issued in a typical year. The first column assumes that the new regulations do not affect the total number of GFEs that are issued (i.e., HUD's assumption) and that the ratio of GFEs to total loans is 1.7. The second and third columns present alternative estimates based on

[9] HUD, op. cit. p. 3-95.

[10] HUD uses different hourly wages to value the originator's time. In its estimates of efficiency gains, HUD values the time saved by originators at $72 per hour. However, in its estimates of GFE costs, it uses $31.14 per hour. To be conservative, we use the lower figure here.

ratios of 2.7 and 3.4, respectively.[11] As described in an earlier section, such higher ratios are not unreasonable, particularly if consumers actually use the GFE to assist them in their shopping process.

**Exhibit 1: Estimated Annual Cost of the GSE per Loan**

| | **Number of GFEs Per Originated Loan** | | |
|---|---|---|---|
| | **1.7** | **2.7** | **3.4** |
| **Processing Costs** | $ 45 | $ 71 | $ 89 |
| **Hedging Costs[12]** | $136 | $216 | $272 |
| **Initial Underwrite[13]** | 0 | $ 30 | $ 52 |
| **Added Cost per Loan** | $181 | $317 | $413 |

As illustrated by the chart, accounting for hedging and underwriting costs, and applying more realistic assumptions regarding the expected number of GFEs, would have a dramatic impact on the estimated costs of the GFE. Instead of the $45 estimated by HUD—the number presented in the upper left hand cell of the chart—projected costs could easily range from about $300 to $400 a loan. Moreover, even these higher estimates may be conservative. For example, they do not include any legal costs associated with the litigation risk that would inevitably arise from a "guaranteed" GFE.

[11]The 2.7 ratio assumes that the average consumer obtains 2 GFEs and that the fallout rate from application to origination is reduced by half (i.e., to 1.35). The 3.4 ratio assumes that the average consumer obtains 2 GFEs and that the ratio of applications to originations remains the same (i.e., 1.7).

[12] Assumes that the interest rate offered on the GFE is good for 10 business days and that the average loan amount is $200,000.

[13]The estimates assume that an applicant's credit report is pulled only once, when the GFE is approved. This may be unrealistic given the time that could elapse between GFE and loan application. Costs would be higher if one assumes that credit scores would have to be pulled again when the borrower actually applies for a loan.

## 2.0 The Costs of the Closing Script

HUD also underestimates the cost of the proposed closing script, which would provide little, if any value to the consumer. By the time the consumer comes to closing, it is far too late to change the terms of the loan. And if discrepancies in closing costs are found, there is no established process to resolve such issues or to enforce the guarantees established by the GFE.

Implementation issues aside, HUD assumes that preparing and delivering the closing script will take about 45 minutes of the closing agent's time, which would double the amount of time typically required to close a loan. HUD estimates that this additional step would add about $54 to the cost of the loan, or about $1.20 for each additional minute that the title agent spends in preparing and delivering the closing statement.

While HUD calculates the cost of this requirement on the settlement agent's part, it either dismisses or ignores the costs to the other participants at the closing table, including the borrower, the borrower's spouse, the real estate agent, and in some states, two or three attorneys. HUD claims that its requirement will impose no additional costs on borrowers, since they would otherwise be left on their own to review and compare the GFE to the fees recorded on the HUD-1 form. However, even if one accepts this premise, there are likely to be additional professionals at the closing table who will have to sit through a longer settlement process.

HUD estimates that it will take about 15 minutes to read the closing script and answer any questions. Assuming that the opportunity costs for everyone present would be about the same as the closing agent's time, the cost of the closing script would rise by about $18 for each additional person involved. For example, if one assumes that three additional people are present at closing, the cost of the closing script would double to $108—$54 for the closing agent's time (45 minutes) and another $54 for the time of the three other attendees combined (3 x 15 minutes, or 45 minutes.)

HUD also fails to recognize the impact that increasing the amount of time at closing would have on other related costs. Most closings occur at or near the end of the month. Roughly doubling the amount of time that it would take to complete the transaction would create additional demands on space to handle the same volume of loans. Yet such additional costs are not considered in the Department's analysis. Nor does the Department consider the legal and regulatory risk that now must be borne by the closing agent. In effect, HUD's proposal would have the closing agent act as the consumer's representative and serve as the "RESPA police." Aside from legal questions regarding whether closing agents other than attorneys can play such a role, the requirement would expose the closing agent to additional legal and regulatory risk, which would once again increase the costs of closing.

The Department also fails to document the benefits that flow from the closing script. By the time the borrower reaches the closing table, it is highly unlikely that he or she will walk away the transaction unless serious misrepresentations or issues are uncovered. For example, according to the Department's estimates, typical charges for title services and other third party fees come to about $1841.[14] Thus, a variance of greater than $184 would cause a potential RESPA violation. Indeed, in two of the examples presented in the Federal Register, differences of $14 to $15 could potentially bring the closing process to a halt.[15] It is highly unlikely that anyone involved in the settlement process would walk away at this point in the process. Someone—either the closing agent or the real estate agent—would undoubtedly reach into their pockets to pay for an excess that was the responsibility of the loan originator.

While HUD has allowed for fees that exceed the tolerance level to be justified and resolved at the closing table, the most likely party to resolve any discrepancies—the loan originator—would typically not be present. If the lender were required to be available by

---

[14]According to the Urban Institute, total title fees and other third party charges had medians of $1267 and $574, respectively. See Federal Register, Vol. 73, No. 51, March 14, 2008, p. 14106.

[15] In one example, the GFE estimated third party closing costs at $642, while actual costs came in at $715. The difference ($78) exceeded the 10 percent tolerance level by $14 (i.e., $78 - $64.) See Federal Register, op. cit., p. 14079. In another example, third party costs were estimated to be $809, but came in at $905. The difference ($96) exceeded the 10 percent tolerance level by $15 (i.e., $96 - $81.) See Federal Register, op. cit., p. 14091.

phone at the time that the script were read, this would add another $18 to the estimated cost of this provision (assuming that the value of the originator's time was the same as the closing agent's.)

In short, HUD estimates that the closing script would add about $54 to the average cost of a loan. However, more reasonable assumptions would yield costs that are probably at least double this amount.

**4.0 Impact on Shopping**

The Department states that it "hopes" that the four page GFE form—along with its accompanying guarantees—will be delivered to consumers free of charge. However, even if this occurs, lenders will undoubtedly seek to recoup their additional costs as part of the origination fee. This was the assumption used by HUD in deriving the estimated costs of its proposal; it was also used to derive the alternative estimates presented here.

If, on the other hand, lenders decide to charge for the form, the GFE could actually *decrease* the amount of shopping that occurs—thereby negating the very benefits that the Department is attempting to achieve. Even if one accepts the Department's estimate that the cost of the GFE would be just $45, charging the consumer this amount simply to provide a quote would put a significant damper on the amount of shopping that actually occurs.

**5.0 Conclusions**

HUD estimates that the on-going costs of its new regulations would be about $100 per loan—$45 for the revised GFE and $54 for the closing script. However, the analysis presented here shows that actual costs are likely to be considerably higher. Even under reasonably conservative assumptions, the average cost of the GFE would be well over $300 per loan, while the cost of the closing script would probably be closer to $100. As a result, a relatively large share of the savings that are envisioned by the Department could easily be absorbed by these higher costs.

It is important to recognize that most of the additional costs described in this report are associated with the guarantee embedded in the revised GFE, as opposed to the form *per se*. The Department should seriously question whether its desire to provide greater certainty in closing costs is worth these additional costs. Presumably, a simplified GFE could produce many of the shopping benefits envisioned by HUD by making the terms of the loan more transparent.

Indeed, an earlier study by HUD concluded that on average, closing costs on the GFE were relatively good predictors of closing costs and were, in fact, slightly higher than those recorded on HUD-1 forms.[16] While the study was based on a small number of observations—and while it found that actual closing costs were significantly higher than those provided by the GFE in an unspecified "minority" of cases—the Department has offered no compelling evidence that "bait and switch" is a widespread phenomenon.

Presumably, HUD could achieve most, if not all of its stated objectives by simplifying and standardizing the GFE without imposing additional costs, complexities and paperwork on a process that is already far too cumbersome. In the end, the simplest solution may be the one most likely to succeed.

***Ann Schnare*** *is an independent economist with decades of experience specializing in housing finance, housing policy and real estate markets. Dr. Schnare holds a Ph.D. in Economics from Harvard University and an AB in Economics from Washington University in St. Louis.*

[16] Mark Shroder, "The Value of the Sunshine Cure: The Efficacy of the Real Estate Procedures Act Disclosure Strategy," Cityscape: A Journal of Policy Development and Research, Vol. 9, Number 1, 2007.