

IN THE MATTER OF THE CLAIM  
OF MARTIN APPEL,  
CLAIMANT,  
AGAINST THE MARYLAND HOME  
IMPROVEMENT GUARANTY FUND  
FOR THE ALLEGED ACTS OR  
OMISSIONS OF MELONIE MATTISON,  
T/A HOUSEPROS, LLC,  
RESPONDENT

\* BEFORE DANIEL ANDREWS,  
\* AN ADMINISTRATIVE LAW JUDGE  
\* OF THE MARYLAND OFFICE  
\* OF ADMINISTRATIVE HEARINGS  
\*  
\* OAH No.: DLR-HIC-02-16-19389  
\* MHIC No.: 16 (05) 44

\* \* \* \* \*

**PROPOSED DECISION**

STATEMENT OF THE CASE  
ISSUES  
SUMMARY OF THE EVIDENCE  
PROPOSED FINDINGS OF FACT  
DISCUSSION  
PROPOSED CONCLUSION OF LAW  
RECOMMENDED ORDER

**STATEMENT OF THE CASE**

On February 4, 2016, Martin Appel (Claimant) filed a claim with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of alleged actual losses suffered as a result of a home improvement contract with Melonie Mattison, trading as Housepros, LLC (Respondent). I held a hearing on November 3, 2016, at the Queen Anne's County Public Library located in Stevensville, Maryland. Md. Code Ann., Bus. Reg. §§ 8-312(a), 8-407(e) (2015).<sup>1</sup> The Claimant represented himself. Eric London,

---

<sup>1</sup> Unless otherwise noted, all citations of the Business Regulation Article hereinafter refer to the 2015 Replacement Volume.

Assistant Attorney General, Department of Labor, Licensing and Regulation (Department), represented the Fund. The Respondent failed to appear for the scheduled hearing.<sup>2</sup>

The contested case provisions of the Administrative Procedure Act, the procedural regulations of the Department, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2014 and Supp. 2016), Code of Maryland Regulations (COMAR) 09.01.03, 09.08.02, and 28.02.01.

### ISSUES

1. Did the Claimant sustain an actual loss compensable by the Fund as a result of any acts or omissions committed by the Respondent?
2. If so, what is the amount of that loss?

### SUMMARY OF THE EVIDENCE

#### Exhibits

I admitted the following exhibits on the Claimant's behalf:

- Cl. Ex. 1. Contract for Services, undated, Clarification of Proposal, March 2, 2015, and Punch list, June 4, 2014
- Cl. Ex. 2. Series of Photographs
- Cl. Ex. 3. MHIC Complaint Form, July 5, 2015, with attached Explanation, Photographs, Delivery Ticket, and Letter from MHIC
- Cl. Ex. 4. Community Mediation Upper Shore letter, October 19, 2015 and November 23, 2015, Mediation Complaint Resolution Form, Agreement to Mediate, and Report of Mediation, November 20, 2015, and Letter from Claimant to MHIC, December 31, 2015

---

<sup>2</sup> On July 29, 2016, the Office of Administrative Hearings (OAH) mailed a Notice of Hearing to the Respondent, by certified mail, using the Respondent's address of record located at 910 Chesapeake Drive, Stevensville, Maryland 21666. The Notice of Hearing informed the Respondent of the date, time and location of the scheduled hearing. On August 1, 2016, the Respondent signed a receipt indicating the Notice of Hearing was received. The hearing began as scheduled on November 3, 2016. After waiting for approximately fifteen minutes, neither the Respondent nor anyone representing the Respondent appeared for the hearing. Based on this record, I determined the Respondent had an opportunity to participate in the hearing, after proper notice, but failed to appear, and proceeded with the hearing in the Respondent's absence. Md. Code Ann., Bus. Reg. § 8-312(h), COMAR 09.08.03.03A(2).

- Cl. Ex. 5 Claimant's Request for Arbitration, December 22, 2015, United States Postal Service Tracking printout, December 30, 2015, and photocopied envelopes addressed to Respondent
- Cl. Ex. 6 Claimant's letter to MHIC, February 1, 2016, with attached Home Improvement Claim Form, Estimation of Work Performed, Email from Baldwin Services, Estimate from Kent Island Abby Floor Covering, and Email from Baldwin Services
- Cl. Ex. 7 Series of checks from Claimant to Respondent, Superior Distribution, and Ed Baldwin
- Cl. Ex. 8 Photograph of Speed Hide Interior Latex Paint

I admitted the following exhibits on behalf of the Fund:

- Fund Ex. 1 Notice of Hearing, July 29, 2016, with attached Certified Mail Return Receipts, August 1, 2016
- Fund Ex. 2 Hearing Order, June 17, 2016
- Fund Ex. 3 MHIC Licensing History for Respondent
- Fund Ex. 4 Claimant's Home Improvement Claim Form, February 4, 2016, with attached MHIC letter to Respondent, March 1, 2016 and MHIC letter to Claimant, June 17, 2016

There were not exhibits offered into evidence on behalf of the Respondent.

### Testimony

The Claimant testified on his own behalf and presented the testimony of his wife, Roslyn. The Fund did not present any testimony. There was no testimony presented on the Respondent's behalf.

### PROPOSED FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. At all times relevant to the Claimant's claim against the Fund, the Respondent was a MHIC licensed contractor under license number 01-93621. The Respondent's address on record with the MHIC is located in Stevensville, Maryland.

2. On March 3, 2015, the Claimant and Respondent entered into a home improvement contract to remodel an existing screened porch into a four-season sunroom (the Contract).

3. The Contract contained twenty separate terms, the most relevant of which include:

- installation of Simontron Reflection 5500 windows and doors
- trim interior windows with primed pine and one coat of painted semi-gloss paint
- install and paint semi-gloss white base board, window, and door casing on existing door and window to house
- remove existing siding from house wall inside room and install finish dry wall
- insulate and or caulk windows and framing
- paint walls and ceiling flat white
- supply and install indoor outdoor carpet for entire floor of sunroom

4. On March 3, 2016, the Claimant and Respondent also agreed to additional terms of the Contract. In relevant part, these additional terms included that all plaster board will be primed and painted with at least two coats of paint and that time is of the essence, all provisions of the contract must be completed by June 15, 2015 (one week before Father's Day).

5. The Contract contained a dispute resolution clause requiring the parties to resolve any disputes by mediation first; and if not resolved, the dispute must be resolved by binding arbitration.

6. The Contract's total cost was \$23,675.00. The contract required a payment of \$7,800.00 for windows, \$7,800.00 upon start of the contract, \$5,000.00 upon windows being set, and \$3,075.00 upon substantial completion of the contract.

7. On March 3, 2015, the Claimant made the first payment to the Respondent in the amount of \$7,800.00 by check number 331.
8. On March 10, 2015, the Respondent began the work required by the Contract.
9. On March 17, 2015, the Claimant made the second payment to the Respondent in the amount of \$7,800.00 by check number 332.
10. On May 27, 2015, the Claimant made the third payment to the Respondent in the amount of \$5,000.00 by check number 337.
11. On or about June 2, 2015, to complete the window installation, the Claimant was required to order two windows from Superior Distributors.
12. On June 4, 2015, the Claimant paid the Respondent \$3,700.00. By this date, the Claimant had paid the Respondent a total of \$24,300.00.<sup>3</sup>
13. On June 4, 2015, the Claimant and Respondent agreed to a punch-list of items requiring to be completed, including: installation of two missing windows, spot paint, power wash deck, and add quarter-round trim molding. Again, the parties acknowledged that time is of the essence and all contract provisions must be completed by June 15, 2015 (one week prior to Father's Day).
14. The last day any work was done to complete the Contract was June 6, 2015. On this date, the remaining work to be completed under the Contract included installing two windows, some spot painting, and replacing a screen.
15. Despite repeated calls to the Respondent by the Claimant, the Respondent never returned to the Claimant's home to complete the Contract.

---

<sup>3</sup> The total amount paid by the Claimant as of June 4, 2015 exceeds the total contract price of \$23,675.00. The Claimant did not explain how or why the Contract cost increased.

16. Photographs taken by the Claimant on June 18, 2015, demonstrate that two windows remain to be installed, wood trim on the interior of the sun room had staple holes in some areas, paint used on the interior trim or walls appeared to be rough with roller stipple, and exterior siding was out of alignment requiring to be finished properly.

17. On July 7, 2015, after Superior Distributors delivered the two windows to be installed in the Claimant's sunroom, the Claimant paid Superior Distributors \$721.32 by check number 340.<sup>4</sup>

18. On November 23, 2015, the Claimant and Respondent participated in mediation.

The dispute was resolved under the following terms:

- The Respondent agreed to pay the Claimant \$421.00 by December 20, 2015;
- The Respondent agreed to complete a walk-through of the work site and complete a punch list of items by December 1, 2015;
- The Claimant agreed that, after payment is received and the punch list items are completed, the Claimant will remove his negative rating of the Respondent from Home Advisor and;
- The Claimant will inform the MHIC that his complaint was satisfactorily resolved.

19. As of December 22, 2015, the Respondent did not comply with the mediation agreement by not making the agreed upon payment and by not completing any work on the punch-list items.

20. On December 22, 2015, the Claimant demanded binding arbitration. The Claimant's demand was delivered to the Respondent by certified mail using the Claimant's address

---

<sup>4</sup> The Claimant did not explain who installed these windows. Nevertheless, his claim against the Fund, in part, only seeks reimbursement for the cost of these windows.

of record with the MHIC in Stevensville, Maryland. The arbitration demand was returned by the United States Postal Service (USPS) as being unclaimed.

21. On December 31, 2015, the Claimant obtained a proposal from Ed Baldwin, Baldwin Home Services (Baldwin) to perform painting services. The proposal provided that Baldwin will sand all trim in the sunroom to remove roller stipple, fill any holes with wood filler, caulk any cracks or areas with failed caulk, paint with high quality finish paint from Sherwin Williams, and then sand and finish with final finish coat. The proposal also provided that Baldwin will fix an existing wall in the sunroom that has a failed seam, as well as a similar issue on the ceiling of the sunroom, and also caulk outside the sunroom in areas that the original contractor failed to finish properly.

22. The total cost of the Baldwin proposal was \$1,000.00.

23. On December 31, 2015, the Claimant obtained a proposal from Kent Island Abbey Floor Covering (Abbey Floor) to re-stretch carpet in the sunroom. The total cost of the Abbey Floor proposal was \$250.00.

24. A photograph taken by the Claimant on January 31, 2016, demonstrated that the sunroom carpeting was installed by the Respondent but was buckling in several places indicating it required to be re-stretched.

25. By February 23, 2016, Baldwin completed the painting work described in the proposal and the Claimant paid Baldwin \$1,000.00 by check number 2751.

26. The Claimant's actual loss is the cost of windows purchased from Superior Distribution and the cost to re-stretch the sunroom carpet by Abbey Floors in the amount of \$971.32.

## DISCUSSION

An owner may recover compensation from the Fund “for an actual loss that results from an act or omission by a licensed contractor.” Md. Code Ann., Bus. Reg. § 8-405(a). *See also* COMAR 09.08.03.03B(2) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”). A claimant shall comply with a written agreement to submit a dispute to arbitration before seeking recovery from the Fund. Md. Code Ann., Bus. Reg. § 8-405(c). When a contract requires all disputes be submitted to binding arbitration, the claimant shall either submit the dispute to binding arbitration or provide evidence that the claimant has made good faith efforts to bring the dispute to arbitration which the respondent has either rejected or not responded to. COMAR 09.08.03.02E. Actual loss “means the costs of restoration, repair, replacement, or completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.” Md. Code Ann., Bus. Reg. § 8-401.

The Claimant has the burden of proving both that the contractor’s performance was unworkmanlike, inadequate, or incomplete, as well as the amount of the actual loss. COMAR 09.08.03.03A(3). For the reasons set forth below, I conclude that the Claimant established an actual loss as a result of an inadequate or incomplete home improvement performed by the Respondent.

### *Arbitration Clause*

Before addressing the Claimant’s actual loss, I must first address the issue about binding arbitration. The Contract in this case requires any dispute to be submitted to mediation and, if not resolved, then to binding arbitration. The Claimant presented evidence that the parties participated in mediation on November 20, 2015 and reached an agreement which settled the



dispute. However, the Claimant testified that the Respondent breached the mediated agreement by not making a required payment to the Claimant and by not completing work items provided on a punch-list. As a result, the Claimant demanded binding arbitration by a certified letter delivered to the Respondent's address of record in Stevensville, Maryland, which the Claimant refused to pick up from the USPS. As a result, the USPS returned the certified letter to the Claimant. Based on the evidence presented, I am persuaded that the Claimant made good faith efforts to bring the dispute to arbitration which the Respondent has either rejected or not responded to. COMAR 09.08.03.02E. For this reason, I shall find that the binding arbitration clause to be void and it is appropriate to consider the Claimant's eligibility for reimbursement from the Fund due to an actual loss caused by the Respondent. COMAR 09.08.03.02E(2).

*Actual Loss*

The Claimant established that, on March 3, 2015, he entered into a Contract with the Respondent to remodel his screened porch into a four season sunroom at a total cost of \$23,675.00. An important issue for the Claimant was that the project be completed by June 15, 2015, which was one week before Father's Day. The Respondent began to perform the work required by the Contract and most of the work was completed by June 4, 2015. By this date, the Claimant had paid the Respondent a total of \$24,300.00. Also on June 4, 2015, the Claimant and Respondent created a punch-list of work items to be completed by the Respondent. The unfinished contract work included installing two windows, performing some spot painting, power washing the deck, and adding quarter round trim molding. However, after June 6, 2015, the Respondent never returned to complete the Contract despite the Claimant's repeated telephone calls to the Respondent.

The Claimant presented photographic evidence, taken on June 18, 2015, which demonstrated that the sunroom installed by the Respondent still required the installation of two windows. Other photographs, taken on the same date, demonstrated that wood trim on the interior of the sun room had staple holes in some areas and that the paint used on the interior trim or walls appeared to be rough with roller stipple. Another photograph showed exterior siding to be out of alignment requiring to be finished properly. A photograph taken on January 31, 2016, demonstrated that the sunroom carpeting was installed but was buckling in several places indicating it need to be re-stretched.

To complete the Contract, the Claimant ordered two windows from Superior Distribution which were delivered to the Claimant's home on July 7, 2015 at a cost of \$721.32. Additionally, the Claimant hired Baldwin to perform the painting services in the sunroom. The proposal by Baldwin described what work would be performed included sanding, filling holes with wood filler, repairing areas of failed caulking, and applying a finish coat of Sherwin Williams paint. The proposal, however, has no indication as to whether Ed Baldwin is a licensed home improvement contractor. Baldwin completed the work required by the proposal and the Claimant paid Baldwin \$1,000.00. Finally, to repair the buckling carpet, the Claimant obtained a proposal from Abbey Floor to re-stretch the carpet at a cost of \$250.00. At the time of the hearing, the Claimant had not presented any evidence that he paid Abbey Floor to perform the proposed work.

On June 4, 2015, the Claimant and Respondent agreed to a punch-list of work items that needed to be performed in order to complete the Contract. After June 6, 2015, the Respondent failed to return to complete the Contract by June 15, 2015, as specifically required by the Claimant and agreed to by the Respondent. Nevertheless, the Claimant and Respondent

participated in Mediation on November 20, 2015 and the Claimant agreed to have the Respondent return to the project and perform the items on the punch-list. Yet, the Respondent still failed to return to the Claimant's project and did not complete the work required. These facts and the Claimant's evidence, including photographic evidence, established that the Respondent failed to complete a home improvement contract. Accordingly, the Claimant is entitled to reimbursement from the Fund for any actual loss he sustained as a result of Respondent's acts or omissions. Md. Code Ann., Bus. Reg. § 8-405(a), COMAR 09.08.03.03.

#### *Award Calculation*

Before addressing the amount of any award from the Fund, counsel for the Fund argued that the money paid to Baldwin by the Claimant is not compensable by the Fund. The Fund contends that, according to MHIC policy, house painting is a home improvement requiring a license by the MHIC.<sup>5</sup> The Fund argues that because the Claimant presented no evidence that Baldwin was a licensed by the MHIC to perform the painting service, Baldwin should be considered unlicensed. The Fund further contends that it is a policy of the MHIC to not provide reimbursement to homeowners who hire unlicensed contractors to correct or complete work performed that is the subject of a claim against the Fund.<sup>6</sup>

The burden of proof to establish an actual loss, including the amount of the loss, lies with the Claimant. COMAR 09.08.03.03A(3). Without some proof that Baldwin was a licensed by

---

<sup>5</sup> See, <https://www.dllr.state.md.us/license/mhic/mhicfaq.shtml> (painting of houses is included within the definition of "home improvement." This also includes interior and exterior painting and decorative painting), last visited on January 23, 2017.

<sup>6</sup> See, <https://www.dllr.state.md.us/license/mhic/mhicfaqf.shtml#costs> (the MHIC may dismiss any claim that is frivolous, legally insufficient or made in bad faith. These include claims based upon a false or altered document; a document, bill, receipt or estimate that includes an enhancement, improvement, upgraded services or materials or work or repairs that are outside the scope of the original contract; and work completed by an unlicensed contractor), last visited on January 23, 2017.

the MHIC, I must agree with the Fund that the cost of any work performed by Baldwin is not compensable by the Fund because there is no evidence that Baldwin was a MHIC licensed contractor. The MHIC policy is designed to encourage home improvement contractors to be licensed and to discourage homeowners from using unlicensed contractors. The MHIC's policy is reflected in a number of ways. To begin, a homeowner may recover compensation from the Fund for an actual loss resulting from an act or omission by a *licensed* contractor. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405(a) (2015). In other words, if the Respondent was not licensed by the MHIC, the Claimant would have been barred from asserting his claim against the Fund. Likewise, if the Respondent was unlicensed when he performed the work, he would have committed a misdemeanor crime and be subject to a fine of \$1,000 or imprisonment not exceeding six months or both, for a first offense. Md. Code Ann., Bus. Reg. § 8-601 (Supp. 2016). Additionally, Maryland appellate decisions offer some guidance on the treatment of unlicensed home improvement contractors. Because the Maryland home improvement law was enacted for the protection of the public and mandates a licensing system to encourage contractors to be licensed and to discourage homeowners from using unlicensed home improvement contractors, the courts, as a matter of public policy, will not enforce contracts made by or with unlicensed contractors. *Fosler v. Panoramic Design, Ltd.*, 376 Md. 118 (1997) (homeowner can repudiate a contract made with a consultant if the consultant is performing a home improvement without a license); *Baltimore Street Builders v. Stewart*, 186 Md. App. 684 (2009) (an unlicensed contractor cannot enforce a home-improvement contract with a homeowner); *Harry Berenter, Inc. v. Berman*, 258 Md. 290 (1970) (unlicensed home improvement contractor cannot enforce a mechanic's lien against a homeowner).

Because the Claimant has not demonstrated that Baldwin was licensed by the MHIC when he performed painting services for the Claimant, as required by MHIC policy, any money paid to Baldwin is not compensable by the Fund. Therefore, I will not consider the money paid to Baldwin during the calculation of any award from the Fund.

In contrast to the issue with Baldwin, counsel for the Fund agreed that the money paid by the Claimant to Superior Distribution for the windows, \$721.32, and paid to Abbey Floor to re-stretch the carpet, \$250.00, are proper to consider in an award calculation. The Fund contends that the cost of windows was a part of the Contract price and is compensable by the Fund. As to the service provided by Abbey Floor to re-stretch the sunroom carpet, counsel for the Fund explained that, according to MHIC policy, carpeting and the related installation services, is not a home improvement requiring a license by the MHIC.<sup>7</sup> After reviewing the relevant MHIC policies and considering the arguments raised by counsel for the Fund, I am in agreement that the eligible costs incurred by the Claimant to complete the Contract are the cost of windows from Superior Distribution and the cost to re-stretch the carpet by Abbey Flooring.

As to the measure of an award from the Fund, COMAR 09.08.030.03B (3) provides:

(3) Unless it determines that a particular claim requires a unique measurement, the Commission shall measure actual loss as follows:

(a) If the contractor abandoned the contract without doing any work, the claimant's actual loss shall be the amount which the claimant paid to the contractor under the contract.

(b) If the contractor did work according to the contract and the claimant is not soliciting another contractor to complete the contract, the claimant's actual loss shall be the amount which the claimant paid to the original contractor less the value of any materials or services provided by the contractor.

---

<sup>7</sup> See, <https://www.dllr.state.md.us/license/mhic/mhicfaq.shtml> (installing carpet and carpet cleaning are not within the definition of "home improvement" so an MHIC license is not required. However, in order to install tile, wood, or other flooring, a home improvement contractor license is required), last visited on January 23, 2017.

(c) If the contractor did work according to the contract and the claimant has solicited or is soliciting another contractor to complete the contract, the claimant's actual loss shall be the amounts the claimant has paid to or on behalf of the contractor under the original contract, added to any reasonable amounts the claimant has paid or will be required to pay another contractor to repair poor work done by the original contractor under the original contract and complete the original contract, less the original contract price. If the Commission determines that the original contract price is too unrealistically low or high to provide a proper basis for measuring actual loss, the Commission may adjust its measurement accordingly.

The measures of an award described above do not directly apply to the Claimant's claim against the Fund. First, the Respondent did not abandon the Contract without doing any work. Instead, the Claimant substantially completed the Contract. For this reason, I find COMAR 09.08.030.03B(3)(a) is not appropriate. Second, although the Respondent left the Contract incomplete, as just mentioned, the Contract was substantially completed and the Respondent is not seeking another contractor to complete the Contract but only seeks reimbursement for windows he purchased over and above the original contract price and the cost to re-stretch a carpet already purchased and installed by the Respondent. For this reason, I find 09.08.030.03B(3)(b) and (c) to be inappropriate. COMAR 09.08.03.03B(3) provides that an award can be determined under the unique circumstances presented by this case. The appropriate award is easily determined by adding the cost of the windows, \$721.32, to the cost to re-stretch the carpet, \$250.00, for a total award of \$971.32. This is the amount the Claimant is eligible to receive from the Fund.

#### **PROPOSED CONCLUSION OF LAW**

I conclude that the Claimant has sustained an actual and compensable loss \$971.32 as a result of the Respondent's acts and omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B.

**RECOMMENDED ORDER**

I **RECOMMEND** that the Maryland Home Improvement Commission:

**ORDER** that the Maryland Home Improvement Guaranty Fund award the Claimant \$971.32; and

**ORDER** that the Respondent is ineligible for a Maryland Home Improvement Commission license until the Respondent reimburses the Guaranty Fund for all monies disbursed under this Order, plus annual interest of ten percent (10%) as set by the Maryland Home Improvement Commission;<sup>8</sup> and

**ORDER** that the records and publications of the Maryland Home Improvement Commission reflect this decision.

**Signature on File**

January 24, 2017  
Date Decision Issued

\_\_\_\_\_  
Daniel Andrews  
Administrative Law Judge

DA/da  
#165957

<sup>8</sup> See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) ; COMAR 09.08.01.20.



The following information is being furnished to you for your information and use only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your general information only and should not be relied upon as a basis for any investment decision. The information is subject to change without notice and is not guaranteed.

This document is intended to provide you with information regarding the features and benefits of the insurance policy described herein. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your general information only and should not be relied upon as a basis for any investment decision. The information is subject to change without notice and is not guaranteed.

The information contained herein is for general information only and should not be relied upon as a basis for any investment decision. The information is subject to change without notice and is not guaranteed.

This document is intended to provide you with information regarding the features and benefits of the insurance policy described herein. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your general information only and should not be relied upon as a basis for any investment decision. The information is subject to change without notice and is not guaranteed.



**PROPOSED ORDER**

***WHEREFORE, this 8<sup>th</sup> day of March, 2017, Panel B of the Maryland Home Improvement Commission approves the Recommended Order of the Administrative Law Judge and unless any parties files with the Commission within twenty (20) days of this date written exceptions and/or a request to present arguments, then this Proposed Order will become final at the end of the twenty (20) day period. By law the parties then have an additional thirty (30) day period during which they may file an appeal to Circuit Court.***

***Joseph Tunney***  
***Joseph Tunney***

***Panel B***

**MARYLAND HOME IMPROVEMENT COMMISSION**