

**IN THE MATTER OF THE CLAIM
OF JEFFREY ALBAUGH**

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**MARYLAND HOME IMPROVEMENT
COMMISSION**

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**AGAINST THE MARYLAND HOME
IMPROVEMENT GUARANTY FUND
FOR THE ACTS OR OMISSIONS
OF BARRY DOWDY t/a
DOWDY & WALL CONTRACTING
HOME IMPROVEMENT**

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**MHIC CASE NO. 17(90)1288
OAH CASE NO. DLR-HIC-02-18-26919**

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FINAL ORDER

This matter was heard before an Administrative Law Judge (“ALJ”) of the Office of Administrative Hearings (“OAH”) on January 9, 2019. Following the evidentiary hearing, the ALJ issued a Proposed Decision on April 2, 2019, concluding that the homeowner Jeffrey Albaugh (“Claimant”) sustained an actual and compensable loss of \$10,289.00 as a result of the acts and omissions of Barry Dowdy t/a Dowdy & Wall Contracting Home Improvement (“Contractor”). *OAH Proposed Decision* p. 12. In a Proposed Order dated May 3, 2019, the Maryland Home Improvement Commission (“MHIC”) affirmed the Proposed Decision of the ALJ to award the Claimant \$10,289.00 from the MHIC Guaranty Fund. Both the Claimant and the Contractor subsequently filed exceptions of the MHIC Proposed Order.

On July 11, 2019, a hearing on the exceptions was held before a three-member panel (“Panel”) of the MHIC. The Claimant was present without counsel. Despite receiving proper notice of the hearing the Contractor did not appear.¹ Hope Sachs, Assistant Attorney General, appeared at the exceptions hearing to present evidence on behalf of the MHIC. The following

¹In his written exceptions the Contractor notes that he cannot attend hearings “due to multiple strokes and other issues,” but did not make a request for a postponement or provide any documentation supporting his inability to attend the exceptions hearing on the set date. The Commission notes that the Contractor also failed to appear at the hearing before OAH, and the record does not contain any requests for postponement or submissions of documentation supporting a reason as to why he could not attend that hearing. In light of this record, and evidence of a signed certified mail receipt showing that the Contractor received proper notice of the July 11, 2019 exceptions hearing, the Commission proceeded in his absence.

three preliminary exhibits were offered by AAG Sachs and admitted into evidence at the exceptions hearing: 1) May 3, 2019 Cover Letter, OAH Proposed Decision and MHIC Proposed Order, 2) May 21, 2019 Notice of Exceptions Hearing to be held July 11, 2019 and Contractor's Written Exceptions, and 3) May 30, 2019 and June 2, 2019 correspondence received from the Claimant regarding exceptions, including a request to submit additional evidence. Neither the Contractor nor the Claimant produced a copy of the transcript of the hearing before the ALJ, and therefore the Panel's review was limited to the ALJ's proposed decision, the exhibits introduced into evidence at the OAH hearing, and the preliminary exhibits offered by AAG Sachs at the exceptions hearing. COMAR 09.01.03.09(G) - (I)

As a preliminary matter, the Panel addressed the Claimant's request to supplement the record. The parties were notified of the test to be met to admit additional evidence on exceptions found at Code of Maryland Regulations ("COMAR") 09.01.03.09K, and given the opportunity to present argument. For the reasons stated on the record the Claimant's request was denied.

The Contractor in his written exceptions challenges the ALJ's weighing of the evidence and offers his version of events. The time for the Contractor to present evidence in support of his case was at the hearing before the ALJ. Despite receiving proper notice, the Contractor failed to appear at the OAH hearing. Based on the evidence in the record, the Commission agrees with the ALJ's analysis of the deficiency in the work and finds no error in her decision.

On exceptions, the Claimant challenges the ALJ's decision to not make an award for the replacement of windows the ALJ otherwise found to be too small and incorrectly installed by the Contractor. *OAH Proposed Decision* p. 10. The ALJ did not include the windows in her calculation of actual loss because she found that the Claimant did not provide sufficient evidence of the cost to repair or replace the windows originally contracted for, and because the Claimant did not provide expert testimony stating that the existing windows must be replaced instead of

retrofitted. *OAH Proposed Decision* pp. 8-10.

The Commission finds that the Claimant contracted for windows that would fit the existing openings in her home, and that the windows provided by the Contractor were improperly sized. Therefore, the only appropriate repair would be the replacement of the windows with those correctly measured to fit the openings in the home. Although the Commission agrees with the ALJ's analysis that the \$12,000 estimate for replacement provided by the Claimant cannot be used for calculating actual loss, because it is unclear whether the new windows are an upgrade to the existing windows, a separate calculation of the cost to replace the windows can be reached using the Contractor's price for the windows originally installed. *OAH Proposed Decision* p. 10. The Commission finds that the replacement cost can be found by prorating the cost originally charged by the Contractor for all the windows by the number of windows found to be faulty. This is done by taking the \$10,100.00 original cost of the windows charged by the Contractor and dividing that figure by the 13 windows originally installed. *OAH Hearing Claimant's Exhibit 20*. This leaves \$776.92 as the cost per window. This figure is then multiplied by the nine windows the Claimant testified are defective, to reach a cost to replace the faulty windows of \$6,992.28. *OAH Proposed Decision* p. 9.

The Commission amends the ALJ's decision by adding \$6,992.28 to the cost to correct and complete the work, therefore the calculation of actual loss now reads as follows:

Amount paid to the Contractor	\$23,425.00
Amount required to correct deficiencies	+ <u>\$17,281.28</u>
	\$40,706.28
Less original contract price	- <u>\$23,425.00</u>
Actual loss	\$17,281.28

The Commission amends the ALJ's decision and raises the Claimant's award from the Guaranty

Fund to \$17,281.28.

The ALJ's decision is otherwise thorough, supported by the evidence in the record and correct as a matter of law. Having considered the parties' arguments, the evidence in the record and the OAH Proposed Decision, it is this **21st** day of **October 2019 ORDERED:**

- A. That the Findings of Fact of the Administrative Law Judge are **AFFIRMED**;
- B. That the Conclusions of Law of the Administrative Law Judge are **AFFIRMED**; AND
- C. That the Proposed Decision and Order of the Administrative Law Judge is **AMENDED**;
- D. Any party has thirty (30) days from the date of this Final Order to appeal this decision to Circuit Court.

Joseph Tunney

**Chairperson –Panel
Maryland Home Improvement
Commission**

IN THE MATTER OF THE CLAIM	* BEFORE NANCY E. PAIGE,
OF JEFFREY ALBAUGH,	* AN ADMINISTRATIVE LAW JUDGE
CLAIMANT	* OF THE MARYLAND OFFICE
AGAINST THE MARYLAND HOME	* OF ADMINISTRATIVE HEARINGS
IMPROVEMENT GUARANTY FUND	*
FOR THE ALLEGED ACTS OR	*
OMISSIONS OF BARRY DOWDY,	*
T/A DOWDY & WALL	* OAH No.: DLR-HIC-02-18-26919
CONTRACTING HOME	* MHIC No.: 17 (90) 1288
IMPROVEMENT,	*
RESPONDENT	*

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PROPOSED DECISION

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

STATEMENT OF THE CASE

On February 23, 2018, Jeffrey S. Albaugh (Claimant) filed a claim (Claim) with the Maryland Home Improvement Commission (MHIC) Guaranty Fund (Fund) for reimbursement of \$20,000.00 in actual losses allegedly suffered as a result of a home improvement contract with Barry Dowdy, trading as Dowdy & Wall Contracting Home Improvement, (Respondent). Md.

Code Ann., Bus. Reg. §§ 8-401 through 8-411 (2015).¹ On August 22, 2018, the MHIC forwarded the matter to the Office of Administrative Hearings (OAH) for a hearing.

I held a hearing on January 9, 2019 at the OAH in Hunt Valley, Maryland. Bus. Reg. § 8-407(e). Nicholas Sokolow, Assistant Attorney General, Department of Labor, Licensing, and Regulation (Department), represented the Fund. The Claimant represented himself. After waiting more than fifteen minutes for the Respondent or the Respondent's representative to appear, I proceeded with the hearing in their absence. Code of Maryland Regulations (COMAR) 28.02.01.23A.²

The contested case provisions of the Administrative Procedure Act, the Department's hearing regulations, 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 & Supp. 2018); COMAR 09.01.03; COMAR 28.02.01.

ISSUES

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

¹ Unless otherwise noted, all references to the Business Regulation Article herein cite the 2015 Replacement Volume of the Maryland Annotated Code.

² Notice of the hearing was mailed to the Respondent at the address of record by regular and certified mail on October 9, 2018. COMAR 09.08.03.03A(2). The certified mail was returned as unclaimed/undeliverable on November 9, 2018. The regular mail was not returned. Motor Vehicle Administration records reflect the same address for the Respondent. Applicable law permits me to proceed with a hearing in a party's absence if that party fails to attend after receiving proper notice. COMAR 28.02.01.23A. I determined that the Respondent had received proper notice, and proceeded to hear the captioned matter.

SUMMARY OF THE EVIDENCE

Exhibits

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

- Cl. #1. Undated scope of work
- Cl. #2. February 11, 2016 Proposal
- Cl. #3. March 10, 2016 Contract
- Cl. #4. A-D. Photographs
- Cl. #5. February 9, 2018 Thomas Roofing Company proposal
- Cl. #6. Undated Arocon Roofing and Construction proposal
- Cl. #7. Photographs
- Cl. #8. January 31, 2018 All Around Gutter Service Proposal
- Cl. #9. February 9, 2018 Thomas Roofing Company proposal
- Cl. #10. January 20, 2018 Gutter Helmet proposal
- Cl. #11. November 24, 2017 Brothers Services Company Gutter Specifications
- Cl. #12. [Not admitted. BGE Bill Summaries and attachments]
- Cl. #13. Window drawing
- Cl. #14. A-C. Photographs
- Cl. #15. December 22, 2017 Hand-E-Man Invoice
- Cl. #16. A, B. Photographs
- Cl. #17. January 22, 29, 2018 emails between Claimant and Mr. Handyman of
Northern Baltimore County
- Cl. #18. Undated Four Seasons Roofing proposal
- Cl. #19. December 12, 2018 Green Energy LLC proposal
- Cl. #20. May 10, 2017 Respondent's Invoice

Cl. #21. CD

Cl. #22. November 11, 12, 2017 sales receipts

Cl. #23. [Not admitted. February 17, 2018 narrative]

I admitted the following exhibits on behalf of the Fund:

GF #1. October 9, 2018 Notice of Hearing

GF #2. August 17, 2018 Hearing Order

GF #3. January 8, 2019 Licensing History

GF #4. January 4, 2019 Affidavit of Kevin Niebuhr

GF #5. March 1, 2018 letter from MHIC to Respondent

Testimony

The Claimant testified and presented the testimony of Zelda Albaugh.

The Fund did not call any witnesses.

PROPOSED FINDINGS OF FACT

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

1. At all times relevant to the subject of this hearing, the Respondent was a licensed home improvement contractor under MHIC license number 01-42836.

2. On February 11, 2016, the Claimant and the Respondent entered into a contract to perform extensive improvements to the Claimant's home including, but not limited to, replacing all windows, replacing the roof, installing gutter guards, repairing a bathroom leak and repairing ceiling damage caused by the leak, and replacing two sets of interior bi-fold doors (Contract). The original agreed-upon Contract price was \$23,425.00.

The original agreed-upon Contract price was \$23,425.00.

3. The Claimant received a loan from Baltimore County to cover the full amount of the Contract. The Respondent was paid in full out of the proceeds of the loan.

4. The Respondent installed new windows. The windows do not fit the cut-outs. As a result, air comes in (hot in summer, cold in winter) from around the windows.

5. The Respondent installed a new roof, but shingles are falling off the mansard section of the roof. The cost to repair the mansard roof is \$7,890.00.

6. Two sets of bi-fold doors are incorrectly installed. They come off the tracks and do not close properly.

7. Weather stripping installed by the Respondent on the front door came off.

8. A Ground Fault Circuit Interrupter (GCFI) outlet installed by the Respondent in the bathroom did not work.

9. The cost to repair the bi-fold doors, install weather stripping, and replace the GCFI outlet is \$924.00.

DISCUSSION

In this case, the Claimant has the burden of proving the validity of the Claim by a preponderance of the evidence. Md. Code Ann., Bus. Reg. § 8-407(e)(1); Md. Code Ann., State Gov't § 10-217 (2014); COMAR 09.08.03.03A(3).³ “[A] preponderance of the evidence means such evidence which, when considered and compared with the evidence opposed to it, has more convincing force and produces . . . a belief that it is more likely true than not true.” *Coleman v. Anne Arundel Cty. Police Dep't*, 369 Md. 108, 125 n.16 (2002) (quoting *Maryland Pattern Jury Instructions* 1:7 (3d ed. 2000)).

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) (2015); *see also* COMAR 09.08.03.03B(2) (“actual losses . . . incurred as a result of misconduct by a licensed contractor”). “[A]ctual loss’ means the costs of restoration, repair, replacement, or

³ As noted above, “COMAR” refers to the Code of Maryland Regulations.

completion that arise from an unworkmanlike, inadequate, or incomplete home improvement.”
Bus. Reg. § 8-401. For the following reasons, I find that the Claimant has proven eligibility for compensation.

The Respondent was a licensed home improvement contractor at the time he entered into the Contract with the Claimant. The Respondent performed unworkmanlike, inadequate or incomplete home improvements.

The evidence of poor workmanship is irrefutable. The windows were replaced, but do not fit the space in which they were installed, so air blows through around the windows. The mansard sections of the new roof leak and there are shingles falling off. The Respondent fixed the ceiling under the bathroom, but the bathroom continued to leak until the Claimant hired a plumber to fix the leak that damaged the new ceiling. Two sets of bi-fold doors do not function properly. Weather stripping came off the front door. Two GFCI outlets were not working. No expert testified, but these deficiencies described by the Claimant are evident to a lay person. There can be no doubt that the Claimant is eligible for compensation from the Fund.

Having found eligibility for compensation, I must determine the amount of the Claimant’s actual loss and the amount, if any, that the Claimant is entitled to recover. The Fund may not compensate a claimant for consequential or punitive damages, personal injury, attorney fees, court costs, or interest. Bus. Reg. § 8-405(e)(3); COMAR 09.08.03.03B(1).

The Claimant paid Hand-E-Man \$1,465.00 to repair bathroom leaks.

The Claimant produced an estimate from Mr. Handyman of Northern Baltimore County to repair two sets of bi-fold doors, replace weather stripping on the front door, repair the ceiling damaged by the bathroom leaks, and replace the non-functioning GFCI outlet in the bathroom. The estimate was based upon an hourly rate of \$154.00 for the first hour (which includes a

\$50.00 dispatch fee) and \$104.00 for each additional hour. Materials are not included. The estimate of hours for these services was as follows:

- repair two sets of bi-fold doors 2-3 hours
- replace weather stripping 1 hour
- repair the ceiling below bathroom 3-4 hours, not including painting
- replace GFCI outlet in the bathroom ½ hour

The maximum estimated labor cost (8.5 hours) is \$934.00. The estimate appears facially reasonable.

The Claimant submitted proposals for correction of the roofing defects from Thomas Roofing Company in the amount of \$12,252.00, from Four Seasons Roofing in the amount of \$1,525.00, and from Arocon Roofing and Construction in the amount of \$7,890.00. There was no expert evidence to explain the disparity between the proposals. The Thomas Roofing proposal included “all house roofs except gable ends to remain” and did not include any explanation of the basis for proposed remedial work, or any observations of the roof. The Four Seasons proposal also did not include any basis for the remedial work or any observations of the roof. The Arocon proposal, in contrast, included a detailed description of the inspection and specific findings of deficiencies only in the mansard portions of the roof. Its proposal was limited to replacement of those portions of the roof. I therefore find the Arocon proposal the most reliable and persuasive.

The Contract required the installation of Alcoa Leaf Relief gutter guards. The Claimant introduced proposals from Thomas Roofing, Brothers Services Company, Gutter Helmet and All Around Gutter Services, Inc., related to the gutters and gutter guards. The Claimant adduced evidence that the gutter guards are not working as intended; leaves and debris continue to collect on the guards which prevent the gutters from working efficiently. There is no expert evidence as

to whether this is because of poor installation, because Leaf Relief is the wrong product, or because the Claimant's expectations exceed the functionality of the product. None of the proposals address these issues. The Claimant testified that Leaf Relief is the wrong product for the conditions at his home, but he is not qualified to express that opinion and the Brothers proposal actually includes installing new Leaf Relief guards. The other three proposals include different brands of gutter guard, but none describe a deficiency in the Leaf Relief guards installed by the Respondent and there is no evidence as to whether the problem described by the Claimant can be remedied by repair, rather than replacement of the gutter guards. I find the evidence insufficient to support the cost of replacement of the gutter guards.

As to the gutters themselves, the Contract does not provide for replacement or repair of gutters and the Respondent did not replace the existing gutters. The Gutter Helmet proposal includes cleaning gutters and downspouts and recaulking and realigning as needed and the Brothers and All Around Gutter Services proposals include replacement of all gutters. None of this work is covered by the Contract, and it is not clear that the Respondent caused damage to the gutters. The Claimant testified that the roofer bent the gutters and they cannot be fixed, but he had no personal knowledge to that effect and he is not qualified to give that opinion. Additionally, it is not clear how many gutters are bent, even if it is assumed they are bent beyond repair. Therefore, gutter cleaning, realignment and replacement cannot be included in the Claimant's actual loss.

The largest portion of the Claimant's claim is for correction of the faulty window installation. The Claimant relies on a proposal from Green Energy, LLC. Cl. #19. The proposal is problematic for a number of reasons. It includes an itemized estimate for six double-hung windows, eight sliders, and two picture windows, plus 6% tax, for a total of \$16,324.00, to which

it applies a 20% discount, resulting in a final price of \$13,059.00. At the top of the page, however, in a box, is the following:

\$12,000 (windows only)

\$16,900 (w/door)

Half down, other half upon completion

On the back of the proposal are a number of items under the heading, "Diagnosis." There is no reference to a door in the "diagnosis," and the Claimant's wife testified that replacing a door was not part of the claim, but even if I eliminate the cost of a door, and accept the \$12,000.00 price in the box as the final proposal for replacing the windows, there are additional problems.

In the first place, the "diagnosis" states that the windows were not measured properly and that there are gaps around "most windows" in excess of 1/16", which I infer is the industry standard. Thus, it is not clear that all windows suffer from this deficiency, and the Claimant's wife testified that there were problems with only eight or nine windows. The Green Energy proposal is for replacement of fourteen windows, plus two picture windows. The Respondent submitted a \$10,100.00 invoice for eleven windows plus replacements for "2 picture windows . . . with replacement unit with double hung windows." Cl. #20. The Contract includes removal of two bay windows, and requires installation of "11 new energy star rated vinyl sliding glass windows" and "new energy star rated picture window and two double hung windows on both sides of picture window." Cl #1. Although the numbers don't match, it is likely that the invoice and the proposal were for the same windows, differently described. Green Energy is thus proposing to replace all of the windows installed by the Respondent, even though the evidence is that all are not faulty. While the proposal includes unit prices, prior to discount, there is no breakdown of the \$12,000.00 discounted price. It is thus not possible to simply prorate the proposed price.

There is also a question as to whether the Green Energy proposal is equivalent to the Respondent's contract obligation or an upgrade. The "diagnosis" states that the existing windows are not custom made, but the Contract does not require custom made windows. The "diagnosis" additionally faults hollow frames with no insulation. The Respondent's proposal specifies B.F. Rich energy star rated vinyl windows, without further description of the frames. While the Green Energy proposal includes a note, "Apples to Apples guaranteed," it is unclear whether the \$12,000.00 proposal, compared to the Respondent's \$10,100.00 invoice, represents an upgrade.

Additionally, there is no expert evidence as to whether the air leaks resulting from the gaps around the windows can be corrected by proper insulation, or by otherwise retro-fitting the existing windows, rather than replacing them, and what the comparative cost would be. (There is no evidence that the existing windows are not "energy star rated.") The same is true of screws sticking out and lack of sufficient weather stripping, cited in the Green Energy "diagnosis." The Claimant testified that "nobody would fix" the windows, but did not offer any corroborative evidence, specifically who said that and what they said, and there is no expert report that the windows cannot be fixed, rather than replaced.

Thus, while it is clear that the window installation is deficient, the evidence with respect to cost of correction is, unfortunately, not sufficient to form the basis of an award for the Claimant's "actual loss" as a result of the unworkmanlike job performed by the Respondent.

Based upon the foregoing, I conclude that the Claimant has adduced adequate proof of \$10,289.00 in costs for correction of the deficiencies in the Respondent's work, which includes the Mr. Handy Man estimate of \$934.00 for miscellaneous repairs, the Hand-E-Man Invoice of \$1,485.00 for repair of the bathroom leaks, and the \$7,890.00 Arocon proposal for repair of the mansard portions of the roof.

MHIC's regulations provide three formulas to measure a claimant's actual loss, depending on the status of the contract work. In this case, the Respondent performed work under the contract, and the Claimant has retained and intends to retain other contractors to complete or remedy that work. Accordingly, the following formula appropriately measures the Claimant's actual loss:

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.

COMAR 09.08.03.03B(3)(c).

Applying this formula, the Claimant's loss is calculated as follows:

Amounts paid to the Respondent	\$23,425.00
Amount required to correct deficiencies	<u>+\$10,289.00</u>
	\$33,714.00
Less original contract price	<u>-\$23,425.00</u>
Actual loss	\$10,289.00

The Business Regulation Article caps a claimant's recovery at \$20,000.00 for acts or omissions of one contractor, and provides that a claimant may not recover more than the amount paid to the contractor against whom the claim is filed. Bus. Reg. § 8-405(e)(1), (5); COMAR 09.08.03.03B(4), D(2)(a). In this case, the Claimant's actual loss is less than the amount paid to the Respondent and less than \$20,000.00. Therefore, the Claimant is entitled recover his actual loss of \$10,289.00.

PROPOSED CONCLUSIONS OF LAW

I conclude that the Claimant has sustained an actual and compensable loss \$10,289.00 as a result of the Respondent's acts or omissions. Md. Code Ann., Bus. Reg. §§ 8-401, 8-405 (2015); COMAR 09.08.03.03B(3)(c). I further conclude that the Claimant is entitled to recover that amount from the Fund. Md. Code Ann., Bus. Reg. § 8-405(a) (2015).

RECOMMENDED ORDER

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


ORDER that the Maryland Home Improvement Guaranty Fund award the Claimant \$10,289.00; 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;⁴ and

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

Signature on File

April 2, 2019
Date Decision Issued

Nancy E. Paige 
Administrative Law Judge

NEP/emh
178150

⁴ See Md. Code Ann., Bus. Reg. § 8-410(a)(1)(iii) (2015); COMAR 09.08.01.20.

PROPOSED ORDER

WHEREFORE, this 3rd day of May, 2019, 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.

Michael Shilling

***Michael Shilling
Panel B***

MARYLAND HOME IMPROVEMENT COMMISSION