BEFORE THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE COMMISSION	* MREC CASE NO. 2019-RE-296
	* OAH CASE NO. LABOR-REC-24-21-18623
v.	*
TERESA DENNISON	*

* * * * * * * * * * * *

CONSENT ORDER AND SETTLEMENT AGREEMENT

This matter comes before the Maryland Real Estate Commission ("Commission") as the result of a complaint filed by Diane Colonnello ("Complainant"). Based on the complaint and an investigation the Commission issued a Statement of Charges and Order for Hearing dated August 9, 2021 against the Respondent, Real Estate Salesperson, Teresa Dennison ("Respondent"), license registration number 05-524738 and transmitted this matter to the Office of Administrative Hearings for a hearing on the regulatory charges and Guaranty Fund claim. To resolve this matter without a formal hearing, the Commission and the Respondent have agreed to enter into this Consent Order and Settlement Agreement to provide for the imposition of disciplinary measures which are fair and equitable in these circumstances and which are consistent with the best interest of the people of the State of Maryland.

The Commission and the Respondent agree and stipulate as follows:

1. The Respondent is currently licensed by the Commission as a real estate salesperson and holds license registration number 05-524738. At all times relevant to the matters set forth in this Consent Order and Settlement Agreement, the Commission has had jurisdiction over the subject matter and the Respondent.

2. At all relevant times, the Respondent was licensed by the Commission as a real estate salesperson. (Registration No. 05-524738).

3. The charges against Respondent arose from a purchase contract dated September 4, (fully ratified on September 7, 2018) for 612 Southern Hills Drive, #A-1G (the "Property") located in Arnold, Maryland.

4. At all relevant times, Respondent was the listing agent for the Property.

5. Pursuant to the purchase contract agreement, Seller was to have the HVAC serviced by a licensed HVAC company prior to settlement. On September 21, 2018, a licensed HVAC contractor found numerous problems with the system and advised the Seller of the costs associated with fixing the problems. The Seller requested that HVAC contractor to write up a receipt that the "Fall Maintenance Special" had been performed, excluding the other information.

6. On October 16, 2018, the Complainant realized the HVAC system was not in proper working order. She contacted the HVAC company that performed the initial evaluation in September of 2018 and learned of the numerous problems with the system, of which Respondent was fully aware.

7. On October 24, 2018, the HVAC company advised the Complainant that it would cost $3,540.02 to rectify the problems.

8. The Respondent admits that she has violated COMAR 09.11.02.02A, as alleged by the Commission in its Statement of Charges and Order for Hearing, which is attached hereto as **Exhibit A** and incorporated by reference fully herein.

9. The Respondent and the Commission agree and acknowledge that Respondent has already paid $3,540.02 to the Complainant pursuant to the Guaranty Fund claim pursuant to a Settlement Agreement executed on September 23, 2021 and attached hereto as **Exhibit B** (the "Settlement Agreement"), which is adopted and incorporated as if set forth fully herein.

10. Based on the aforementioned violation, the Respondent agrees to pay to the Maryland Real Estate Commission a civil penalty totaling Eight Thousand Dollars ($8,000) upon the Respondent's execution of this Consent Order.

11. In the event that Respondent fails to comply with the terms of this Consent Order in any manner, the Commission reserves the right to commence further disciplinary proceedings and impose further sanctions.

12. The Respondent agrees to abide by the BOP §17-101 et seq., and the regulations of the Commission in future transactions.

13. The Respondent, by entering into this Consent Order, expressly waives the right to an administrative hearing on the charges and the making of Findings of Fact and Conclusions of Law, and any and all further proceedings before the Commission to which the Respondent may be entitled in this matter, and any rights to appeal from this Order.

14. The Respondent enters into this Consent Order freely, knowingly and voluntarily, and with the opportunity to seek advice of counsel.

15. The Respondent agrees and acknowledges that this Consent Order shall constitute a Final Decision and Order of the Commission and shall be enforceable as such.

BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS 30th **DAY OF** September**, 2021 BY THE MARYLAND REAL ESTATE COMMISSION:**

ORDERED that the Respondent's has violated COMAR 09.11.02.02A; and it is further

ORDERED, that the Respondent be assessed a civil penalty of Eight Thousand Dollars ($8,000) for the violation, which amount is payable to the Maryland Real Estate Commission upon the Respondent's execution of this Consent Order and Settlement Agreement; and it is further

ORDERED, that if the Respondent fails to make the required payment in accordance with the terms of this Consent Order, any active license for Respondent to act as a Real Estate Professional shall be immediately and automatically suspended; and it is further

ORDERED, that if the Respondent fails to make the required payment in accordance with the terms of this Consent Order, Respondent shall not be permitted to renew her license until such time as payment is made; and it is further

ORDERED, that this matter shall be resolved in accordance with the terms of this Consent Order, and that the same shall be reflected among the records of the Maryland Real Estate Commission; and it is further

ORDERED, that this Consent Order shall constitute a Final Order of the Maryland Real Estate Commission.

MARYLAND REAL ESTATE COMMISSION:

SIGNATURE ON FILE

By: _____

Maryland Real Estate Commission

9/30/2021

DATE

AGREED:

SIGNATURE ON FILE

RESPONDENT

9.27.2021

DATE

MARYLAND REAL ESTATE COMMISSION	*	BEFORE THE
v.	*	MARYLAND REAL
TERESA DENNISON	*	ESTATE COMMISSION
	*	COMPLAINT NO.: 2019-RE-296
Respondent	*	
	*	OAH NO.: _____
and	*	
CLAIM OF DIANE COLONNELLO	*	
AGAINST THE REAL ESTATE	*	
GUARANTY FUND	*	

* * * * *

STATEMENT OF CHARGES AND ORDER FOR HEARING

On or about November 11, 2018, Diane Colonnello Complainant, filed a complaint against Teresa Dennison, the Respondent Real Estate Salesperson. The Claimant also filed for reimbursement from the Real Estate Commission Guaranty Fund for losses allegedly incurred as a result of the conduct of the Respondent Salesperson. Based on this complaint and our investigation, the Commission determined that charges against the Respondent are warranted and that the Claimant is entitled to a hearing on the Guaranty Fund claim. Further, the Commission has determined that these matters arise out of the same facts and circumstances and, therefore, should be heard and determined at the same time. Accordingly, in this Order, the Commission will set forth the charges against the Respondent and also provide information concerning the Claimant's Guaranty Fund claim.

Exhibit A

Charges Against the Respondent

The Maryland Real Estate Commission hereby charges the Respondent, Teresa Dennison, with violating the Maryland Real Estate Brokers Act, Business Occupations and Professions Article §§ 17-101, *et seq.*, Maryland Annotated Code. The specific violations of the law are set forth below. The Respondent is advised that these charges, if established following a hearing, may result in a reprimand, or the suspension or revocation of any Real Estate license the Respondent currently holds. In addition, the Commission may impose a monetary fine of up to $5,000 per violation.

The charges against the Respondent arise out of a purchase contract dated September 4, 2018 (fully ratified on September 7, 2018) for 612 Southern Hills Drive, #A-1G (the "Property"), located in Arnold, Maryland. The Complainant was the buyer of the Property and the Respondent was the listing agent for the sellers of the Property. It is alleged that throughout the course of these alleged events, the Respondent was licensed as a real estate broker in the State of Maryland.

It is alleged that as a part of the contract, the seller was to have the HVAC serviced by a licensed contractor prior to the settlement. It is alleged that Appliance Doctor, Inc. was retained by the seller to perform their "Fall Maintenance Special" on the system at the Property. It is alleged that the HVAC technician found numerous problems with the system, but when the tech notified the seller of the estimates to rectify the problems found, the seller asked that another receipt be drawn up strictly reflecting that the maintenance was performed (and excluding the problems of which he had been informed). That request was refused. It is alleged that the Respondent "insisted" that the tech write up a receipt stating that the maintenance had been performed, but leaving the other information (problems,

estimated costs) off the receipt. The contact at Appliance Doctor, Inc. (Gale Seavone, CEO) responded to the Respondent's insistence, stating that she would not allow the tech to commit fraud in regard to writing up the receipt. It is alleged that all this came to light after the Claimant had Appliance Doctor, Inc. return to complete the evaluation. This service visit was initiated as a result of finding water and a dirty filter in the HVAC unit approximately 2 weeks after the initial service visit.

It is alleged that the Respondent's actions/inactions caused unnecessary expense to the Claimant which would have been avoided had the Respondent competently performed her duties. It is further alleged that the Respondent's actions, and/or inactions, demonstrate bad faith, incompetency or untrustworthiness and constitutes dishonest, fraudulent or improper dealings.

Based on the above, it is alleged that the Respondent has violated, and is subject to, Business Occupations and Professions Article §§ 17-322(b)(25), (32), and (33), as well as Code of Maryland Regulations ("COMAR") 09.11.02.01C, and 09.11.02.02A which provide:

> **§ 17-322. Denials, reprimands, suspensions, revocations, and penalties - Grounds.**
>
> (b) *Grounds.* - Subject to the hearing provisions of § 17-324 of this subtitle, the Commission may deny a license to any applicant, reprimand any licensee, or suspend or revoke a license if the applicant or licensee:
>
> (25) engages in conduct that demonstrates bad faith, incompetency, or untrustworthiness or that constitutes dishonest, fraudulent, or improper dealings;
>
> (32) violates any other provision of this title;
>
> (33) violates any regulation adopted under this title or any provision of the code of ethics; or

(c) *Penalty.* – (1) Instead of or in addition to reprimanding a licensee under this section or suspending or revoking a license under this section, the Commission may impose a penalty not exceeding $5,000.00 for each violation.

COMAR 09.11.02

.01 Relations to the Public.

C. The licensee shall protect the public against fraud, misrepresentation or unethical practices in the real estate field. The licensee shall endeavor to eliminate in the community any practices which could be damaging to the public or to the dignity and integrity of the real estate profession. The licensee shall assist the Commission charged with regulating the practices of brokers, associate brokers, and salespersons in this State.

.02 Relations to the Client.

A. In accepting employment as an agent, the licensee shall protect and promote the interests of the client. This obligation of absolute fidelity to the client's interest is primary, but it does not relieve the licensee from the statutory obligations towards the other parties to the transaction.

As set forth below, the Respondent will be afforded the opportunity for a hearing to answer these charges.

Guaranty Fund Claim

On or about November 11, 2018, Diane Colonnello, Claimant, filed claim for reimbursement from the Real Estate Commission Guaranty Fund for losses allegedly incurred as a result of the conduct of Teresa Dennison, the alleged responsible salesperson. If this claim is approved following a hearing, the responsible party will be legally required to

reimburse the Guaranty Fund for any amounts paid to the Claimant and will not be eligible for a license until the Guaranty Fund is reimbursed in full.

In order to establish eligibility for any payment from the Guaranty Fund, the Claimant must establish at the hearing that the Claimant has suffered an actual monetary loss as a result of the conduct of an individual who was licensed by the Commission at the time of the loss. At this hearing, the Claimant bears the burden of establishing their right to recovery. The Claimant must establish not only the specific amount of loss but also that the loss was the result of the conduct of the licensee which constituted theft, embezzlement, forgery, false pretenses, fraud or misrepresentation.

Hearing Procedure

The hearing in this matter for both the charges against the Respondent and the Guaranty Fund claim will be held before an Administrative Law Judge of the Office of Administrative Hearings, and will be conducted under the Maryland Real Estate Brokers Act, Maryland Annotated Code, Business Occupations and Professions Article, § 17-101 *et seq.*; the Administrative Procedure Act, Maryland Annotated Code, State Government Article § 10-201 *et seq.*; regulations of the Office of Administrative Hearings, COMAR 28.02.01 *et seq*, and Commission and department regulations COMAR 09.01.02 and 09.01.03. Specific procedural information is contained in the cover letter accompanying this Statement of Charges and Order for Hearing.

Any questions about the hearing procedures, requests for subpoenas and requests for postponements should be directed to: Office of Administrative Hearings, 11101 Gilroy Road, Hunt Valley, Maryland 21031-1301, (410) 229-4283.

BY ORDER OF THE MARYLAND REAL ESTATE COMMISSION

8/9/2021
Date

SIGNATURE ON FILE
Michael L. Kasmic
Executive Director

SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that **DIANE T. COLONNELLO** (hereinafter "**COLONNELLO**"), in consideration of the total sum of Three Thousand Five Hundred Forty and 02/100 Dollars ($3,540.02) in lawful money of the United States of America to be paid to her before October 1, 2021 in certified funds by **TERESA DENNISON** (hereinafter "**DENNISON**"),[1] does hereby remise, release, and forever discharge **DENNISON**, her heirs, personal representatives, and assigns; **LONG & FOSTER REAL ESTATE, INC.** (hereinafter "**LONG & FOSTER**"), its agents, associates, individual contractors, servants, employees, officers, directors, successors and assigns, including but not limited to its Broker, J. Nicholas D'Ambrosia; and all other persons, firms or corporations that are or might be liable for all claims of any kind or character, of and from all, and all manner of, action or actions, causes of action, complaints of any kind or description whatsoever, suits, debts, dues, sums of money, accounts reckoning, bonds, bills, specialties, variances, trespasses, damages, judgments, decrees, extents, executions, claims and demands whatsoever, in law, equity, or otherwise, which against **DENNISON**, her heirs, personal representatives, and assigns; **LONG & FOSTER**, its agents, associates, individual contractors, servants, employees, officers, directors, successors and assigns, including but not limited to its Broker, J. Nicholas D'Ambrosia; and all other

---

[1] **Said certified funds will be sent, via Federal Express overnight delivery, to COLONNELLO by counsel for DENNISON, Timothy G. Casey, upon receipt by Mr. Casey of this Settlement Agreement executed by COLONNELLO.**

Exhibit B

persons, firms or corporations she ever had, now has, or which her heirs, successors and assigns hereafter can, or may have, by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Settlement Agreement, relating to and particularly growing out of or in anywise connected with, directly or indirectly, (1) the purchase and sale of improved real property by and between **COLONNELLO** as Buyer and Robert M Hauser and Dana R. Pecci as Sellers for the property known as 612 Southern Hills Drive #A-1G, Arnold, Maryland 21012 ("Property"), (2) and any representations and warranties made in connection therewith, and (3) any and all other matters which are the subject matter of a pending claim by **COLONNELLO** against the Real Estate Guaranty Fund before the Maryland Real Estate Commission, Complaint No. 2019-RE-296 (Case No. LABOR-REC-24-21-18623) (hereinafter items (1), (2) and (3) are collectively referred to as the "Occurrence").

After payment has been made to **COLONNELLO** as called for in this Settlement Agreement, **COLONNELLO** shall immediately file with Maryland Real Estate Commission in writing a dismissal with prejudice of her pending claim against the Real Estate Guaranty Fund, Complaint No. 2019-RE-296 (Case No. LABOR-REC-24-21-18623).

The undersigned agrees that the terms of this Settlement Agreement shall be kept confidential and neither **COLONNELLO** nor her representatives, successors, or assigns shall disclose any terms in any manner whatsoever to any other person or entity other, except that she may disclose them: (a) to the Maryland

Real Estate Commission; (b) to her accountant; (c) to her attorney; (d) to the Internal Revenue Service; (e) by written consent of **DENNISON** and **LONG & FOSTER**; or (f) pursuant to an order of a Court of competent jurisdiction, arbitrator, or other government body. Notwithstanding the foregoing, if **COLONNELLO** is is requested or required (by oral questions, interrogatories, request for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose the terms of the Settlement Agreement, she shall promptly notify **DENNISON** and **LONG & FOSTER** of such fact, in writing, so that **DENNISON** and/or **LONG & FOSTER** may contest the disclosure. If no objection is made within seven (7) business days of delivery of the aforementioned notice, or if an order is entered by a court of competent jurisdiction, arbitrator, or government body ordering disclosure (whether or not notice has been effectuated or the seven (7) business days has run), then such disclosure may be made. This confidentiality provision shall not apply to any action brought by **COLONNELLO** to enforce the terms of this Settlement Agreement.

The undersigned agrees that she will not disparage the performance of **DENNISON** and/or **LONG & FOSTER** or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of **DENNISON** and/or **LONG & FOSTER**.

In paying the above consideration, the released parties are in no way admitting any liability to any person or entity as a result of the Occurrence.

COLONNELLO represents that prior to signing this Settlement Agreement she has read it, understands its terms and conditions, was given an opportunity to consult with counsel, and voluntarily signed it.

IN WITNESS WHEREOF, DIANE T. COLONNELLO has executed this Settlement Agreement as of the date and year indicated under her signature.

WITNESS:

SIGNATURE ON FILE

SIGNATURE ON FILE

(SEAL)

DIANE T. COLONNELLO

Date: 9-23-21