

THE MARYLAND REAL ESTATE COMMISSION

MARYLAND REAL ESTATE
COMMISSION

v.

TANDRA CAMPBELL,
RESPONDENT

and

THE CLAIM OF KATRICE
HARRINGTON-WALL, CLAIMANT

AGAINST THE MARYLAND
REAL ESTATE COMMISSION
GUARANTY FUND

* BEFORE LATONYA B. DARGAN,
* ADMINISTRATIVE LAW JUDGE,
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
* OAH No: DLR-REC-24-12-10785
* MREC NO: 2008-RE-439 G.F.

* * * * *

PROPOSED ORDER

The Findings of Fact, Conclusions of Law and Recommended Order of the Administrative Law Judge dated September 18, 2012, having been received, read and considered, it is, by the Maryland Real Estate Commission, this 17th day of October, 2012.

ORDERED,

- A. That the Findings of Fact in the Recommended Decision be, and hereby are, AFFIRMED;
 - B. That the Conclusions of Law in the Recommended Decision be, and hereby are, APPROVED;
 - C. That the Recommended Order in the Recommended Decision be, and hereby is, ADOPTED;
- and,
- D. That the records, files and documents of the Maryland State Real Estate Commission reflect this decision.

MARYLAND STATE REAL ESTATE COMMISSION

10/17/2012
Date

By: SIGNATURE ON FILE
Marla S. Johnson, Commissioner

MARYLAND REAL ESTATE	* BEFORE LATONYA B. DARGAN,
COMMISSION	* AN ADMINISTRATIVE LAW JUDGE
v.	* OF THE MARYLAND OFFICE
TANDRA CAMPBELL,	* OF ADMINISTRATIVE HEARINGS
RESPONDENT	* OAH Case No.: DLR-REC-24-12-10785 ¹
and	* MREC File No.: 08-RE-439
THE CLAIM OF KATRICE	*
HARRINGTON-WALL,	*
CLAIMANT	*
AGAINST THE MARYLAND REAL	*
ESTATE COMMISSION GUARANTY	*
FUND	*

* * * * *

RECOMMENDED DECISION

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CONCLUSIONS OF LAW
RECOMMENDED ORDER

STATEMENT OF THE CASE

On January 22, 2008, Katrice Harrington-Wall (Claimant) filed a complaint with the Maryland Real Estate Commission (REC) and a claim against the MREC Guaranty Fund (Fund)

¹ This case was consolidated and heard with *Maryland Real Estate Commission v. Lester Gregory and the Claim of Katrice Harrington-Wall Against the Maryland Real Estate Commission Guaranty Fund*, OAH Case No. DLR-REC-24-12-10843, MREC File No. 08-RE-439. I will issue a separate decision in the *Gregory* matter.

alleging losses suffered as a result of the conduct of Tandra Campbell (formerly Tandra McCulloh) (Respondent), a licensed real estate salesperson. On February 24, 2012, the MREC filed charges against the Respondent for her dealings with the Claimant and authorized the Claimant to proceed with her claim against the Fund.

On June 20, 2012, I conducted a hearing at the Office of Administrative Hearings (OAH) in Hunt Valley, Maryland. Md. Code Ann., Bus. Occ. & Prof. § 17-408 (2010).² Jessica Kauffman, Assistant Attorney General, Department of Labor, Licensing and Regulation (DLLR), represented the MREC. Kris King, Assistant Attorney General, DLLR, represented the Fund. The Claimant represented herself. The Respondent failed to appear after notice of the hearing was sent to her business address of record.³

The Administrative Procedure Act, the REC's Hearing Regulations and the Rules of Procedure of the Office of Administrative Hearings govern procedure in this case. Md. Code Ann., State Gov't. §§ 10-201 through 10-226 (2009 & Supp. 2011); Code of Maryland Regulations (COMAR) 09.01.03 and 28.02.01.

ISSUES

1. Did the Respondent violate Business Occupations § 17-322(b)(21) by accepting a commission or other valuable consideration from any person other than a real estate broker with whom the associate broker or salesperson is affiliated;
2. Did the Respondent violate Business Occupations § 17-322(b)(23) by paying or receiving a rebate, profit, compensation or commission in violation of any provision of this title;
3. Did the Respondent violate any other provisions of Business Occupations Article, Title 17;

² Throughout this decision, Maryland Code Annotated, Business Occupations & Professions Article (2010) is referred to as "Business Occupations" and all references to this Article will be to the version published in the 2010 Replacement Volume.

³ On April 26, 2012, the OAH sent a Notice of Hearing to the Respondent via regular first class mail and certified mail, return receipt requested, at 9512 Harford Road-Suite 7, Parkville, Maryland 21234. The signed return receipt (green card) was received at the OAH on April 30, 2012. (MREC Ex. 1.) The regular mail copy of the Notice of Hearing was not returned to the OAH as undeliverable by the U.S. Postal Service.

4. Did the Respondent violate Business Occupations § 17-322(b)(33) by violating any regulation adopted under Title 17, or any provision of the MREC Code of Ethics; and, if so,
5. What is the appropriate sanction; and,
6. Is the Claimant entitled to an award from the Fund for actual losses suffered as a result of the Respondent's conduct?

SUMMARY OF THE EVIDENCE

Exhibits

I admitted the following exhibits for the MREC:

MREC Ex. 1: April 26, 2012 Notice of Hearing, with attached certified mail return receipts

MREC Ex. 2: February 24, 2012 Statement of Charges and Order for Hearing

MREC Ex. 3: The Respondent's professional licensing history and contact information

MREC Ex. 4: April 26, 2012 Notice of Hearing in OAH Case No. DLR-REC-24-12-10843 and February 24, 2012 Statement of Charges and Order for Hearing Against Lester Gregory

MREC Ex. 5: February 24, 2012 Statement of Charges and Order for Hearing Against Lester Gregory

MREC Ex. 6: Lester Gregory's professional licensing history and contact information

MREC Ex. 7: Photocopy of Century 21 informational flyer for 3316 Richmond Avenue, Baltimore, Maryland 21213

MREC Ex. 8: William F. Reynolds' August 25, 2010 Investigative Report, with attachments

Neither the Claimant, the Respondent, nor the Fund submitted any exhibits.

Testimony

The MREC presented the testimony of the Claimant and Richard Danaher, Century 21/Action Realty. The Claimant testified on her own behalf and did not present any other

witnesses. The Fund did not present any witnesses. No one testified on behalf of the Respondent.

FINDINGS OF FACT

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

1. At all times relevant to this matter, the Respondent was a licensed real estate agent salesperson. The Respondent's most recent license, No. 4143727, was issued to her on July 6, 2011 and expires on June 27, 2013.
2. In August 2007, the Respondent worked as an associate real estate agent broker for Century 21/Home Specialists, located at 7131 Liberty Road-Suite 200, Baltimore, Maryland 21207.
3. In August 2007, the Claimant became aware that the property located at 3316 Richmond Avenue, Baltimore, Maryland (Property) was listed for sale. She and her husband were interested in purchasing the Property. The Respondent was the listing agent for the seller, April Rhodes-Colts (Seller).
4. The Respondent did not have a listing agreement with the Seller to list, lease or sell the Property prior to offering the Property to the Claimant.
5. The Claimant contacted Lester Gregory, a licensed real estate agent broker she knew from church, to assist her with the transaction.
6. The Claimant could not qualify for a loan to purchase the property. At some point in August 2007, the Respondent and Mr. Gregory approached the Claimant with the idea of entering into a rent-to-buy arrangement with the Seller via an Option to Purchase

(Option). Under the Option, the Claimant would make monthly rent payments to the Seller for the purpose of eventually buying the property.⁴

7. If the Claimant could secure financing, she and the Seller agreed that the purchase price for the Property was \$209,000.00.
8. The Respondent drafted the Option.
9. Under the Option, the Claimant was required to pay \$11,500.00 as a “down payment on the purchase price agreed upon herein.” (MREC Ex. 8, Attachment 4.)
10. The Option specified that if the Claimant failed to exercise the Option in strict accordance with its terms by August 31, 2008, the down payment would be “retained by the [Seller] and neither party shall have any further rights or claims against the other by reason of this Option.” (MREC Ex. 8, Attachment 4.)
11. Despite the language in the Option related to the down payment, both the Respondent and Mr. Gregory assured the Claimant, prior to her signing the Option, that if the purchase of the Property did not happen, the \$11,500.00 down payment would be returned to her.
12. The Respondent directed the Claimant to may the check for the down payment payable directly to the Seller.
13. The Claimant’s mother, Janice Taylor, wrote a check in the amount of \$11,500.00 to the Seller on behalf of the Claimant on August 27, 2007.⁵ (MREC Ex. 8, Attachment 5.)

⁴ According to the Claimant, she was to rent the Property until such time as she was approved for a loan to purchase the Property.

⁵ The Claimant’s mother wrote the check because the Claimant had recently opened a new bank account and did not yet have checks with her pre-printed name on them. Although Ms. Taylor wrote the check, the Claimant’s uncontradicted testimony is that the funds on which the check was drawn were deposited into Ms. Taylor’s account by the Claimant for the purpose of making the down payment.

14. On or around August 24, 2007, the Respondent, acting on behalf of an entity called P.R.E. Enterprise, entered into a Finder's Fee Agreement (Fee Agreement) with the Claimant. Under the Fee Agreement, the Claimant was to pay P.R.E. Enterprise, through the Respondent, \$1,500.00 as compensation for the referral related to the Property. (MREC Ex. 8, Attachment 14.)
15. On August 27, 2007, the Respondent directed the Claimant to write a check payable to the Respondent in the amount of \$1,500.00 as a "finder's fee." The Respondent advised the Claimant that the "finder's fee" would be divided between the Respondent, her then-husband, Anthony McCulloh, and Mr. Gregory for their work in facilitating the transaction between the Claimant and the Seller related to the Property. The Claimant, through Ms. Taylor, paid the Respondent \$1,500. (MREC Ex. 8, Attachment 14.)
16. On or around August 28, 2007, the Respondent, again acting on behalf of P.R.E. Enterprise, entered into an "Agreement to Share Commissions or Referrals" (Commission Agreement) with Mr. Gregory. Under the Commission Agreement, Mr. Gregory was to receive \$500.00 from P.R.E. Enterprise from "commissions paid for referral services provided to the sales representative (P.R.E. Enterprise)." (MREC Ex. 8, Attachment 10.)
17. On or around September 1, 2007, the Claimant, at the direction of the Respondent and Mr. Gregory, entered into a Residential Lease Agreement (Lease) with the Seller. Under the terms of the Lease, the Claimant was to pay the Seller rent in the amount of \$2,375.00 by the fifth day of the month. The Claimant moved into the Property on or around September 1, 2007.

18. On October 17, 2007, the Claimant and the Seller entered into a Residential Contract of Sale (Contract) for the Property. The Contract established a settlement deadline of November 17, 2007. Under the Contract, the purchase price for the Property was \$209,000.00.
19. On October 17, 2007, the Claimant and Mr. Gregory, acting on behalf of Century 21/Action Realty, entered into an Exclusive Buyer/Tenant Brokerage Agreement (Brokerage Agreement). Under the Brokerage Agreement, Mr. Gregory was to act as the exclusive broker for the Claimant.
20. Mr. Gregory never provided his brokerage firm, Century 21/Action Realty, with copies of any of the documents related to the transactions involving the potential sale of the Property.
21. The Contract acknowledged that the Claimant had already made a "deposit" in the amount of \$11,500.00. The Contract further stated that if the Contract was terminated or settlement did not occur, the deposit should be returned to the Claimant in accordance with the terms of any Release of Deposit agreement signed by the Claimant and the Seller. Additionally, the Contract required all deposits to be placed into an escrow account. (MREC Ex. 8, Attachment 9.)
22. The Claimant's \$11,500.00 down payment was never placed into an escrow account by either the Respondent or Mr. Gregory.
23. The Seller signed the Contract on October 22, 2007.
24. On or around October 26, 2007, the same day on which settlement was scheduled to occur, the Claimant was notified by both her loan officer and Mr. Gregory that the Property appraised at a value of \$260,000.00, which was \$51,000.00 greater than the

sale price agreed upon by the Claimant and the Seller. As a result, the Contract could not be fulfilled in the absence of approval from the Seller's mortgage-holding bank. (MREC Ex. 8, Attachment 1.)

25. At some point in November 2007, the Claimant was advised that the mortgage-holding bank would not agree to the sale of the Property for the contract price (which was less than the appraised value). As a result, the Claimant could not go through with the purchase of the Property. She advised the Respondent and Mr. Gregory that she could not complete the Contract.
26. Neither the Claimant's \$11,500.00 deposit nor the \$1,500.00 "finder's fee" were returned to her after the Contract was terminated.
27. On or around January 22, 2008, the Claimant filed a complaint with the REC against the Respondent and Mr. Gregory. William F. Reynolds was assigned to conduct the investigation. As part of his investigation, Mr. Reynolds collected copies of all of the pertinent documents from the Claimant and interviewed the Claimant, the Respondent and Mr. Gregory.

DISCUSSION

In its Statement of Charges, the REC determined that the hearing on the regulatory charges and the monetary claim that the Claimant filed against the Fund arose from the same facts and circumstances and should be consolidated.

Regulatory charges

The REC charged the Respondent with violating the following sections of the Business Occupations Article:

§ 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:

...

(21) for real estate brokerage services provided by an associate real estate broker or a real estate salesperson, accepts a commission or other valuable consideration from any person other than a real estate broker with whom the associate broker or the salesperson is affiliated;

...

(23) pays or receives a rebate, profit, compensation, or commission in violation of any provision of this title;

...

(32) violates any other provision of this title;

...

(33) violates any regulation adopted under this title or any provision of the code of ethics;

...

(c) *Penalty.* --

(1) Instead of or in addition to reprimanding a licensee or suspending or revoking a license under this section, the Commission may impose a penalty not exceeding \$ 5,000 for each violation.

(2) To determine the amount of the penalty imposed, the Commission shall consider:

(i) the seriousness of the violation;

(ii) the harm caused by the violation;

(iii) the good faith of the licensee; and

(iv) any history of previous violations by the licensee.

§ 17-532. Duties to client

(c) *In general.* --

(1) A licensee shall:

...

(iv) treat all parties to the transaction honestly and fairly and answer all questions truthfully;

...

(vi) exercise reasonable care and diligence[.]

Md. Code Ann., Bus. Occ. §§ 17-322, 17-532 (2010).

With respect to the applicable regulations, the REC charged the Respondent with a violation of COMAR 09.11.01.12, which provides that “All residential listing contracts, listing real property for sale, rental, lease, or exchange, either exclusive or open, shall be in writing and signed, and a copy of the contract shall be given to the seller or owner before the licensee advertises, shows, or offers the property.” The REC further charged the Respondent with violating the following provisions of the Code of Ethics:

.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.

...

H. For the protection of all parties with whom the licensee deals, the licensee shall see to it that financial obligations and commitments regarding real estate transactions are in writing, expressing the exact agreement of the parties, and that copies of these agreements are placed in the hands of all parties involved within a reasonable time after the agreements are executed.

...

COMAR 09.11.02.01C, H.

With regard to the regulatory charges brought by the REC, the burden of proof is by a preponderance of the evidence. Md. Code Ann., State Gov't § 10-217 (2009). It rests with the REC as the moving party. *Commissioner of Labor and Industry v. Bethlehem Steel Corp.*, 344 Md. 17, 34 (1996).

The evidence presented demonstrates that the Respondent's actions constituted violations of the above-mentioned statutory and regulatory provisions. The Respondent took advantage of the Claimant and enriched herself at the Claimant's expense. As the person responsible for presenting the Option to the Claimant, the Respondent made no effort to resolve or reconcile the mutually-exclusive directives of the Option and the Contract with respect to what would happen with the Claimant's \$11,5000.00 down payment/deposit if the sale of the Property did not occur. The Option stated that the deposit, which was to be paid directly to the Seller, was non-refundable. The Contract stated that (1) the deposit was to be placed in an escrow account, and (2), if the Contract was terminated or the parties did not go to settlement, the deposit was to be returned to the Claimant.

The Claimant testified, without contradiction, that prior to signing the Option and the Contract she specifically asked the Respondent and Mr. Gregory, more than once, if her deposit refunded to her in the event the deal fell through, and the Respondent and Mr. Gregory advised her not to worry and that her money would be returned to her. As the person responsible for presenting the Option, the Respondent had a duty to ensure that that document accurately and completely reflected the intent of the Seller *and* the Claimant. The Respondent's failure to revise the Option, or to draft an addendum to the Option, so that the Option was not only consistent with the Contract, but was consistent with the Claimant's intentions, constitutes a failure, on the Respondent's part, to exercise reasonable care and diligence in her dealings with the Claimant.

The Respondent further failed to exercise reasonable care and diligence in her dealings with the Claimant when she directed the Claimant to pay the \$11,500.00 deposit directly to the Seller rather than into an escrow account; by directing the Claimant to pay the Seller directly, the Respondent all but ensured the likelihood that the Claimant would not get the deposit back if the deal fell through. It is also a failure, on the part of the Respondent, to treat the Claimant as honestly and fairly as the Seller was treated. Additionally, the Respondent did not truthfully answer the Claimant's inquiries about what would happen to the deposit. If the Respondent, as the Seller's agent, intended for her client to retain the deposit regardless of what happened with the Contract, then she should have clearly communicated that to the Claimant. By telling the Claimant that her money would be returned to her, the Respondent engaged in misrepresentation that harmed the Claimant and enriched the Respondent and her client. The Respondent's actions constitute violations of Business Occupations § 17-532(c)(iv), (v), and COMAR 09.11.01.12 and 09.11.02.01C and H.

It is also clear that the Respondent took commissions directly from the Claimant, despite Business Occupations' prohibition against real estate agents accepting fees, commission or other valuable consideration from "any person other than a real estate broker" with whom the agent is affiliated. Md. Code Ann., Bus. Occ. & Profs. § 17-322(b)(21). Although the Fee Agreement was signed by the Respondent on behalf of an entity called P.R.E. Enterprise, the evidence presented by the REC demonstrates that the Respondent was the owner and sole proprietor of that entity. (MREC Ex. 8, Attachment 8.) As a practical and factual matter, the Claimant paid the \$1,500.00 "finder's fee" to the Respondent. The Respondent's acceptance of that fee is a violation of Business Occupations §§ 17-322(b)(21) and (23).

As a result of her actions, the Respondent is subject to sanction under Business Occupations § 17-322(c), which provides for the imposition of monetary penalties and states, in pertinent part, as follows:

(c) *Penalty.* –

(1) Instead of or in addition to reprimanding a licensee or suspending or revoking a license under this section, the Commission may impose a penalty not exceeding \$5,000 for each violation.

(2) To determine the amount of the penalty imposed, the Commission shall consider:

- (i) the seriousness of the violation;
- (ii) the harm caused by the violation;
- (iii) the good faith of the licensee; and
- (iv) any history of previous violations by the licensee.

Md. Code Ann., Bus. Occ. & Prof. § 17-322(c).

The REC recommended the imposition of a civil penalty in the amount of \$5,000.00 and the revocation of the Respondent's real estate agent license. Given the facts of this case, the REC's recommendation is a reasonable one. Although the Respondent has no prior history of sanctions/violations, her conduct in this case is egregious and the violations at issue are serious. It is clear that the Claimant was harmed as a direct result of the Respondent's actions; the Claimant's interests were not properly protected or treated with care and, as a result, she lost approximately \$13,000.00 in connection with a failed real estate transaction in which the Respondent was involved. For the reasons already discussed, I find that the Respondent did not act in good faith towards the Claimant. The Claimant was a first-time home buyer and was, therefore, somewhat naïve about the process. The Respondent took advantage of the Claimant's naïveté to collect a commission directly from the Claimant and to generate a significant financial

windfall for the Seller, the Respondent's client. The Respondent further misrepresented what would become of the \$11,500.00 deposit in the event the sale of the Property did not take place. The Claimant was adamant that had she known the \$11,500.00 would not be returned if the sale was not completed, she would have never made the deposit. For all of these reasons, I recommend that the REC impose a civil penalty in the amount of \$5,000.00 against the Respondent and that it revoke her real estate agent/broker license.

Guaranty Fund Claim

Claims for reimbursement from the Fund are governed by Business Occupations § 17-404, which states, in pertinent part:

§ 17-404. Claims against the Guaranty Fund.

(a)(1) Subject to the provisions of this subtitle, a person may recover compensation from the Guaranty Fund for an actual loss.

(2) A claim shall:

(i) be based on an act or omission that occurs in the provision of real estate brokerage services by:

1. a licensed real estate broker;
...

(ii) involve a transaction that relates to real estate that is located in the State; and

(iii) be based on an act or omission:

1. in which money or property is obtained from a person by theft, embezzlement, false pretenses, or forgery; or

2. that constitutes fraud or misrepresentation.

With respect to claims against the Fund, COMAR 09.11.03.04 further provides as follows:

.04 Claims Against the Guaranty Fund.

A. A guaranty fund claim shall be based on the alleged misconduct of a licensee.

B. For the purpose of a guaranty fund claim, misconduct:

(1) Is an action arising out of a real estate transaction involving real estate located in this State which causes actual loss by reason of theft or embezzlement of money or property, or money or property unlawfully obtained from a person by false pretense, artifice, trickery, or forgery, or by reason of fraud, misrepresentation, or deceit;

(2) Is performed by an unlicensed employee of a real estate broker or by a duly licensed real estate broker, associate broker, or salesperson; and

(3) Involves conduct for which a license is required by Business Occupations and Professions Article, Title 17, Annotated Code of Maryland.

COMAR 09.11.01.18 provides further:

The amount of compensation recoverable by a claimant from the Real Estate Guaranty Fund, pursuant to Business Occupations and Professions Article, Title 17, Subtitle 4, Real Estate Guaranty Fund, Annotated Code of Maryland, shall be restricted to the actual monetary loss incurred by the claimant, but may not include monetary losses other than the monetary loss from the originating transaction. Actual monetary losses may not include commissions owed to a licensee of this Commission acting in his capacity as either a principal or agent in a real estate transaction, or any attorney's fees the claimant may incur in pursuing or perfecting the claim against the guaranty fund.

The Claimant bears the burden of proof in this proceeding against the Fund. Business Occupations § 17-407(e). In this case, the Claimant seeks \$13,000.00, which includes the \$11,500.00 deposit paid in connection with the Option and Contract, and the \$1,500.00 "finder's fee" paid by her to P.R.E. Enterprise/the Respondent. The Claimant has established that she suffered an actual monetary loss as a result of the Respondent's actions. For the reasons already discussed, I find that the Respondent directly contributed to the loss of the \$11,500.00 deposit when she told the Claimant to pay the money to the Seller rather than to place it into an escrow account, thereby essentially ensuring that if the deal did not work out, the Claimant would never

receive a refund. Additionally, under Business Occupations §§ 17-322(b)(21) and (23), the Respondent was not entitled to receive any fees or commissions directly from the Claimant; she should have never directed the Claimant to pay her the \$1,500.00 “finder’s fee” and she absolutely should have returned the money to the Claimant when the Contract was terminated. I therefore recommend that the Fund award the Claimant \$13,000.00.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, I conclude as a matter of law that the Real Estate Commission demonstrated by a preponderance of the evidence that:

1. The Respondent violated Business Occupations § 17-322(b)(21) by accepting a commission or other valuable consideration from any person other than a real estate broker with whom the Respondent was affiliated;
2. The Respondent violated Business Occupations § 17-322(b)(23) by receiving a commission in violation of Business Occupations § 17-322(b)(21);
3. The Respondent violated Business Occupations § 17-532(c) by failing to treat all parties to a transaction honestly and fairly and to answer all questions truthfully, and by failing to exercise reasonable care and diligence;
4. The Respondent violated regulations adopted under the Business Occupations Article and a provision of the Code of Ethics;
5. The Respondent is subject to sanctions for her conduct, and the revocation of her real estate agent/broker license and the imposition of a \$5,000.00 civil penalty are the appropriate sanctions; and,
6. The Claimant is entitled to an award from the Fund in the amount of \$13,000.00 for actual losses she suffered as a result of the Respondent’s conduct.

Md. Code Ann., Bus. Occ. & Prof. §§ 17-322(b)(21), (23), (32) and (33); 17-532(c) (2010);
COMAR 09.11.01.12, 09.11.02.01C and H.

RECOMMENDED ORDER

I THEREFORE RECOMMEND that the Maryland Real Estate Commission:
ORDER that the Respondent's real estate agent/broker license be **REVOKED**;
ORDER that the Respondent pay a civil penalty of \$5,000.00; and further,
ORDER that the Claimant's claim against the Guaranty Fund be allowed in the amount
of \$13,000.00; and,
ORDER that the records and publications of the Maryland Real Estate Commission
reflect this decision.

September 18, 2012
Date Decision Mailed

SIGNATURE ON FILE

Zatonya B. Dargan
Administrative Law Judge

#137415