



**STATE OF TENNESSEE**  
**DEPARTMENT OF COMMERCE AND**  
**INSURANCE TENNESSEE REAL ESTATE**  
**COMMISSION**  
**500 JAMES ROBERTSON PARKWAY**  
**NASHVILLE, TN 37243**  
**615-741-2273**  
<https://www.tn.gov/commerce/regboards/trec.html>

**MINUTES**

The Tennessee Real Estate Commission held a meeting August 12, 2020 at 8:30 a.m. CST via the WebEx meeting platform based at the Davy Crockett Tower located at 500 James Robertson Parkway, Nashville, TN 37243. The meeting was called to order by Chairman John Griess. Chairman Griess welcomed everyone to the Board meeting.

Executive Director Caitlin Maxwell read the public disclaimer and called the roll. The following Commission Members were present: Chairman John Griess, Vice-Chair Marcia Franks, Commissioner Steven Guinn, Commissioner Joe Begley, Commissioner Jon Moffett, Commissioner Stacie Torbett, and Commissioner Geoffrey Diaz. Commissioner Joan Smith was absent. Quorum Confirmed. Others present: Executive Director Caitlin Maxwell, Associate General Counsel Anna D. Matlock, Chief Counsel Pam Spicer, Deputy General Counsel Mark Green, paralegal Carol McGlynn, Education Director Ross White, and TREC staff member Aaron Smith.

Associate General Counsel Anna Matlock read the “Statement of Necessity” into the record.

The August 12, 2020 board meeting agenda was submitted for approval.

Motion to approve the agenda as amended was made by Vice Chair Franks and seconded by Commissioner Begley. Motion passed unanimously by roll call vote.

Minutes for the July 8, 2020 board meeting were submitted for approval.

Motion to approve the July 8, 2020 minutes was made by Commissioner Guinn and seconded by Vice-Chair Franks. Motion passed unanimously by roll call vote.

## **MEDICAL WAIVER**

Director Maxwell presented Jeffrey Abbott, to the commission for a Medical Waiver request.

Motion to approve Mr. Abbott was made by Vice-Chair Franks and seconded by Commissioner Moffett. Motion passed unanimously by roll call vote.

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## **EDUCATION REPORT**

Education Director Ross White presented the education report to the Commission.

Motion to approve courses A1-A36 was made by Commissioner Begley and seconded by Vice-Chair Franks. Motion passed unanimously by roll call vote.

Education Director Ross White presented instructor biographies to the Commission.

Motion to approve instructors was made by Vice-Chair Franks and seconded by Commissioner Begley. Motion passed unanimously by roll call vote.

Education Director Ross White presented to the Commission renewal of the TREC CORE 2021-2022 course topics. Motion to renew the current TREC CORE course for the 2021-2022 cycle was made by Vice-Chair Franks and seconded by Commissioner Moffett. Motion passed unanimously.

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## **EXECUTIVE DIRECTOR'S REPORT**

### **Topics:**

- **PSI:** Director Maxwell informed the Commission that TREC is showing an uptick in applicants being able to test. In addition, PSI is looking to open more testing facilities, increase business hours, and include Sunday testing opportunities.
- **KENTUCKY RECIPROCAL AGREEMENT:** Director Maxwell discussed the difference between our current out of state licensing policy/rules, and the issue Tennessee licensees are having when attempting licensure in Kentucky. The commission asked for language from our legal team to be presented at the September meeting for further discussion on the topic.

**HEARING SCHEDULE:** Associate General Counsel Anna Matlock advised the Commission that our September, and November meetings will include a Formal Hearing. If the Governor's Executive Order is in place these hearings will be executed virtually.

**2021 MEETING CALENDAR:** Director Maxwell presented the Commission with meeting dates for 2021. A motion was made by Vice-Chair Franks and seconded by Commissioner Torbett to approve the 2021 meeting dates as presented. Motion passed 6-0 with Commissioner Diaz not present for the vote.

**CONSENT AGENDA:**

The following cases were presented to the Commission via a Consent Agenda. All cases were reviewed by legal, legal has recommended either dismissal or discipline.

A motion to accept counsel's recommendation for cases 1-22 with exception of the following cases which were pulled for further discussion: 2020039321, 2020040571, 20200317481, 2020026501, was made by Commissioner Torbett, and seconded by Commissioner Begley. Motion passed 6-0 with Commissioner Diaz not present for the roll call vote.

After further discussion by the Commission, Vice-Chair Franks made the motion **to issue a \$11,000.00 civil penalty, one thousand dollars (\$1,000.00) per property listed, for unlicensed activity on** complaint 2020039321, seconded by Commissioner Guinn. Motion passed 6-0 with Commissioner Diaz not present for the roll call vote.

After further discussion by the Commission, Vice-Chair Franks made the motion to accept legal's recommendation to dismiss complaint 2020040571, seconded by Commissioner Torbett. Motion passed 6-0 with Commissioner Diaz not present for the roll call vote.

After further discussion by the Commission, Vice-Chair Franks made the motion to **issue a \$500 civil penalty for violation of Tenn. Code Ann. § 62-13-403(7)(B)** on complaint 20200317481, seconded by Commissioner Jon Moffett. Motion passed 6-0 with Commissioner Diaz not present for the roll call vote.

After further discussion by the Commission, Vice Chair Franks made the motion **to defer complaint 2020026501 to the September meeting and for counsel to send the complaint out for investigation.** The motion was seconded by Commissioner Guinn. Motion passed 6-0 with Commissioner Diaz not present for the roll call vote.

**1. 2020047481**

**Opened: 4/7/2020**

**First Licensed: 12/18/2013**

**Expires: 12/17/2021**

**Type of License: Real Estate Firm**

**History: None**

The Complainant is a licensed real estate broker. Respondent is a Tennessee licensed real estate firm.

The Complainant states the Respondent was marketing the Complainant's firm listing on their

website without the Complainant's permission. The Complainant stated there were several listings belonging to the Complainant on the Respondent's website and contacted the Respondent and requested the Respondent remove the listings. The Respondent did not remove the listings from the website.

The Respondent alleges the Complainant filed the same complaint previously with the Commission. The Respondent does not publicly display any listing or commercial real estate information, such content is only made available to clients behind a registration firewall. The Respondent uses data partnerships with industry leading data providers, as well as own research team, to update and compile information directly from the brokerage community.

The Respondent stated that the data on the website is not publicly available without a user completing a registration on its website. The registration requires potential commercial tenants to create an account and accept the Terms of Use. The Respondent gathers data and updates and compiles information directly from the commercial real estate brokerage community.

The Respondent does not show any listing or commercial real estate data publicly on the website and its interactions are established broker consumer relationship situations. The Respondent does not advertise or publicly display any listing/commercial real estate information, such content is only made available to clients behind a registration firewall. The Respondent's website provides service in real time and at no cost or obligation to the local business community.

The Respondent does advertise its' services and technology as a resource to help businesses find and lease commercial space on the best possible terms. There is no advertising of property listed by another licensee. The Respondent is providing clients with listings that are aggregated, that meet the client's specific needs, through the Respondent's own efforts – utilizing technology, proprietary database methods, and our on the ground brokers.

The Respondent only provides access to our proprietary transaction management system, including listing and commercial real estate data we compile, to clients after they complete registration on our site, and agree to Terms of Use stating they are working with the Respondent in a brokerage relationship. The registration process requires all clients to acknowledge and accept our Terms of Use. The user of the Respondent's platform must provide their Name, Phone Number, Email and Company Name, in order to view any listing or commercial real estate data.

As to the Complainant's request for removal of certain listings, the Respondent did remove some of the listings, however, they were unable to remove all of the listings due to an internal bug in the system.

The Respondent stated the Complainant has violated the terms of use of the Respondent's website on multiple occasions and has created accounts and accessed the Respondent's website. The Complainant created creating at least four accounts to improperly access the Respondent's site.

The marketing messaging, on both the Respondent's homepage and other paid advertising, focuses on the services the Respondent provides, specifically:

- Support from a local expert (our local brokers)
- Comprehensive market review
- Saving Money for tenants
- Leveraging technology to make it easier to monitor the market and find options
- Protecting tenants business in lease negotiations (representing their interests)

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**2. 2020022941**

**Opened: 4/7/2020**

**First Licensed: 12/18/2013**

**Expires: 12/17/2021**

**Type of License: Real Estate Firm**

**History: None**

The Complainant is an anonymous complainant. Respondent is a Tennessee licensed real estate firm.

The Complainant alleges the Respondent misrepresents its involvement in commercial real estate transactions and advertise other brokerage listings without the brokerages' permission. The Complainant alleges the Respondent is deceitful to other potential buyers and lessors of commercial real estate.

The Respondent provided a response and stated it does not "willfully misrepresent" its involvement in real estate transactions. The services and technology provided are to help businesses find and lease commercial space. The Respondent has a transaction management platform for clients and streamlines the traditional commercial tenant representation brokerage services. The Respondent does not advertise or publicly display any listing/commercial real estate information and content in only made available to those clients who complete a registration firewall. The public website promotes the value of the Respondent's technology enabled brokerage services and not to other broker's listings. The Respondent provides access to those individuals that register and provides access to a proprietary transaction management system, including listings and commercial real estate data compiled by the Respondent. The Respondent aggregates the listings to meet a client's specific needs.

The Respondent's broker may provide listing data to a client, however, the listing broker's information and contact is not on such report and the broker works on behalf of the client to deal with the listing broker directly as part of the Respondent's services. The Respondent does not show any listing data publicly and are interacting in a broker consumer relationship. The platform used by the Respondent merely automates the process for them and the needs of the client are

properly analyzed and assessed through this process. The Respondent's service provides real time results at no cost to the local business community.

The Respondent is always willing to remove any specific listing content and accepts requests to remove listings. There was no request made by the Complainant to remove a listing.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**3. 2020026551**

**Opened: 4/13/2020**

**First Licensed: 4/3/2014**

**Expires: 4/20/2021**

**Type of License: Time Share Registration**

**History: None**

The Complainant is a Tennessee resident. The Respondent is a licensed Timeshare Program company.

The Complainant purchased a timeshare from the Respondent for approximately \$10,000 in May 2010 in Tennessee. The Complainant alleges it has had many issues with the Respondent and no longer wishes to continue with the contract and wants to terminate the contract. The Complainant stated the Respondent made several promises during a sales presentation and those never came to fruition. In 2011, the Complainant did upgrade the timeshare interest and thereafter, never used the timeshare for many reasons. The Complainant is not happy with the investment and thought it would be a sound investment. The Complainant has experienced medical issues and has incurred high medical bills. The Complainant also alleges the Respondent did not disclose several things about timeshare ownership.

The Respondent provided a response to this complaint and also responded to the same complaint filed with the Attorney General's Office. The Complainant purchased the timeshare both in 2010 and 2011. The Complainant enrolled in additional two weeks to increase travel options and in 2017, the Complainant decided to cancel this enrollment. As owners, the Complainants can sell their interest in the timeshare property, however, the Respondent cannot now cancel the Complainant's contract.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**4. 2020026781**

**Opened: 4/27/2020**

**First Licensed: 7/3/2000**

**Expires: 2/8/2021**

**Type of License: Principal Broker**

**History: 2019 Agreed Order with \$1000 Civil Penalty and \$200 costs for failure to provide each office with a real estate firm license, principal broker, and fixed location for each branch office; 2019 Letter of Warning for Advertising Violations**

The Complainant is a licensed Principal Broker in Tennessee. Respondent is a licensed Principal Broker in Tennessee.

The Complainant alleges the Respondent engaged in false advertising on the Multiple Listing Service (MLS) by noting the Respondent was affiliated with another franchise. The Respondent is using the Complainant's firm's mailing address in the main local MLS system and refuses to change or remove it. The Respondent has also incorrect signage on the front door of the office location and refuses to change the sign on the office door. The Complainant has asked the Respondent to make the changes for several months and the Respondent has not made the changes. The Complainant and the Respondent both have franchises with the same firm. According to the Complainant, the Respondent has "Executive Suite" listed under the firm name on the door and this has caused some confusion because the Complainant's firm's name also has the word "Executive" in the name. If an individual visits the building and the proper suite number is not given to the Complainant's office, it is possible for an individual to mistaken the Respondent's office for the Complainant's office suite because the signs both have the word "Executive" in the sign and are located in the same building. The Respondent has agreed to change the sign and stated it has taken a long time to schedule the change with the sign company. The Complainant also alleges the Respondent is using a general e-mail address that does not specifically identify the name of the broker and reads merely "broker@" instead of identifying a specific individual. The Complainant also alleges the Respondent has "stolen," and/or "tricked" walk-in clients to come to the Respondent's franchise office instead of the Complainant's firm office.

The Respondent provided a response and stated it does not use another brokers location or address. The autofill feature brings up the Respondent's street address on the MLS, but this has been corrected by the Respondent. This was unintentional and not because the Respondent is using the same address as the Complainant. The Respondent stated the new sign on the door was installed on April 9, 2020. The Respondent states the address for the office is "XXX Executive Suite" and the Complainant's address is "XXX ----- Executive -----". There is no similarity between the two office names. The Respondent used the sign person referred to the Respondent by the Complainant. As a result of the COVID-19 Stay In Place Order issued in Tennessee, the sign company could not make any changes to the sign until April 2020. The Respondent has a specific e-mail address for the past 18 years for use in real estate and uses the general "tnbroker@" e-mail address, which is an interoffice company e-mail used to handle and monitor sensitive material and/or client matters/concerns. It is a secure e-mail used by the brokers that have large offices and

allows for the administrative staff to process customer and also review allows review of all client e-mails and other matters by compliance and senior management.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**5. 2020035391**

**Opened: 5/26/2020**

**First Licensed: 10/18/2018**

**Expires: 10/17/2020**

**Type of License: Affiliate Broker**

**History: None**

The Complainant is a licensed principal broker in Tennessee. The Respondent is a licensed affiliate broker in Tennessee.

The Complainant alleges the Respondent forged a Mutual Release of Earnest Money and claims the Respondent and the Seller did not agree to this arrangement. The Complainant alleges the Respondent engaged in purposefully and knowingly forging a document to deceive and mislead during an earnest money dispute situation. Also, the Complainant alleges the Respondent allowed the Managing Broker to intervene and negotiate on behalf of the Respondent during an earnest money dispute.

The Respondent provided a response and stated the office has a Designated State Managing Broker that oversees compliance for the entire state and is responsible for all licensees and branch office managing brokers. In addition to the Respondent's Principal Broker, the Respondent also has a Managing Broker to assist the Respondent. In this instance, the Managing Broker intervened on the Respondent's behalf when a dispute arose concerning the earnest money and the Complainant made the allegation of fraud against the Respondent.

The Respondent provided a detailed synopsis of the transaction. The Respondent showed the property at issue to a client and the client made an offer. The offer was accepted by the Seller of the property and the Respondent delivered a preapproval letter to the client. The Purchase and Sales Agreement was acknowledged by receipt by all parties to the transaction. The Respondent's clients work in a commission-based industry and the Respondent regularly communicated with them to verify all documentation was properly submitted to the lender in a timely manner. After receiving the necessary documentation for the loan, the lender advised the loan would not be processed through underwriting and the Respondent's clients had to arrange for a family member to be a cosigner on the loan. The family member submitted most of the paperwork and later decided not to assist or participate in securing the loan and did not want to cosign the loan. The Respondent communicated with the Seller's agent on several occasions concerning the loan and the reasons why the loan would not be processed and the need for a cosigner. Once the financing could not be obtained, the Respondent sent the Complainant (Seller's agent) a Mutual Release of Earnest Money based on the terms agreed upon in the financial

contingency sections of the Purchase and Sale Agreement. The Complainant alleged the release was not agreed to and copied the Respondent's principal broker and the Respondent's managing broker by e-mail. The Seller's agent challenged the signing of the Mutual Release of Earnest Money. The Respondent provided the dates and times of signature and the signed document to the Complainant and also, provided it in the response to the complaint. Additionally, the Managing Broker intervened and assisted to resolve the matter with the Complainant.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**6. 2020026931**

**Opened: 4/27/2020**

**First Licensed: 2/4/2003**

**Expires: 1/10/2021**

**Type of License: Principal Broker**

**History: 2007 Letter of Warning for using a property to store used cars; 2010 Civil Penalty for Failure to Maintain E&O Insurance**

Complainant is a licensed Principal Broker in the State of Tennessee. The Respondent is a licensed Principal Broker in the State of Tennessee.

The Complainant alleges the Respondent is misleading the public to believe the Respondent is a principal broker over a real estate office location by using a general e-mail address of tn.broker@ and using the Respondent's signature, instead of using a specific e-mail address. The e-mail being used by the Respondent is the broker's general office e-mail of a franchise location and for the use of other managing brokers. The Complainant alleges the Respondent's use of this general e-mail is improper because the Respondent is not located at the physical franchise location and the e-mail address being used is for a specific franchise branch and is misleading.

This matter arose during an earnest money dispute involving the Complainant. The Complainant alleges the e-mail signature was different from the e-mail address being used by the Respondent. The Complainant also alleges the Respondent does not live in the area and it is difficult to contact the Respondent. The Complainant was under the impression the e-mail address used by the Respondent was specific to the Respondent and not a general e-mail address for the real estate firm and there is another Principal Broker that uses this e-mail address. The Complainant alleges it is difficult to determine who the Complainant is communicating with because of this general e-mail address being used by the Respondent. The Complainant also alleges the Respondent is impersonating another broker by using the e-mail address of another franchise firm office. Complainant stated using this general e-mail can lead to issues with consumer satisfaction and protection when trying to resolve consumer issues with other real estate brokerage firms. The Complainant

states it is unfair for other principal brokers to be under the impression they are negotiating in good faith with a Principal Broker who is not the real the Principal Broker over the agent and this wastes time for the consumer.

The Respondent provided an extensive response. The Respondent served as principal broker of the Respondent's firm previously and then transitioned to Designated Managing Broker for the firm in the State of Tennessee. The Designated Managing Broker is responsible for overseeing compliance and operations of all agents, brokers and firm locations and is directly employed by the firm. The Respondent also serves as a Principal Broker of a different branch of the firm. The Respondent's firm uses various compliance measures for ensuring all communications are monitored with consumers and licenses and each branch office is staffed with a full-time Principal Broker that manages and oversees the daily supervision and compliance of the branch office location. Each branch is also required to provide the Designated Managing Broker with copies of all written correspondence concerning the firm and/or the branch office regardless of the form or medium of the correspondence received by the branch office within 24 hours. All e-mail correspondence is delivered to main e-mail address. The Designated Managing Broker and the entire team of support staff for the branch has access to this account who makes sure that all e-mails are serviced. This main e-mail address notifies the Principal Broker also at each branch office location. There is a team within the office of the managing broker of the state, administrative state coordinator, contract compliance specialist and payment processor also monitoring the e-mail. This ensures the Principal Broker of the branch to provide the necessary supervision over the agents sponsored through each branch office location. The main e-mail is the principal broker's and managing broker's main e-mail address in the TREC system over the specific physical location. The Respondent states there is no requirement the broker e-mail only be delivered to the Principal Broker of the branch location. The Complainant was aware of who was being contacted and received a response after the initial e-mail to the Respondent. In fact, the Complainant was aware the listing agent contacted the managing broker because there was an earnest money dispute and there was an e-mail which included not only the main broker branch office e-mail, but also the direct e-mail of the managing broker. Also, the Complainant copied the Respondent directly on several e-mails. There could not have been any confusion as to who was involved or who was being contacted. The parties always clearly identified themselves regardless of the e-mail account used. The Respondent always signed the e-mails and the Respondent did not act as the principal broker or impersonate a principal broker.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**7. 2020031391**

**Opened: 5/4/2020**

**Unlicensed**

**History: None**

The Complainant is a Tennessee resident. The Respondent is a Tennessee resident and property owner.

The Complainant entered into a contract with the Respondent to purchase 5.926 acres of the Respondent's land for the sum of \$18,000 plus 10% interest and annual property taxes. The Respondent provided the financing for the land located in Tennessee. According to the Complainant, the Complainant made 12 payments and discovered the Respondent relisted the property for sale and sold it. The Complainant attempted to reach the Respondent and left several voicemails requesting the Respondent return the telephone call. The Complainant made the next payment and asked the Respondent for an update on the land and directions to the property. The Respondent finally responded and gave the Complainant directions to the property and did not indicate the property was resold. The Complainant was concerned the Respondent was selling the same property to several individuals and decided to stop making payments. A couple of months later, the Respondent sent an e-mail to the Complainant stating payments had not been made since December and the Complainant was in default of the loan agreement. The Complainant was advised if a payment was not made, the Respondent would foreclose on the property. The Complainant responded by text message and told the Respondent the Complainant had saw the property relisted for sale and it had been resold. The Respondent stated he did not resell the land.

The Respondent provided a response and stated the Complainant purchased property from the Respondent on a sale by owner tract of land in October 2018. The Complainant was to make monthly payments and property tax payments until the balance was paid. The Respondent claims the Complainant mistakenly saw the property advertised for sale on the Respondent's website. The Respondent stated this was incorrect and the Respondent does periodically list lots on his property for sale by owner and the Complainant mistakenly thought it was the same tract of land. The Respondent alleges the Complainant has not made a payment since December 2019 and the December payment was two months late. The Respondent stated the Complainant has been behind in payments since February 2019 and the Respondent has tried to work with the Complainant concerning the delinquent payments. Additionally, the Complainant failed to make the tax payments for 2018 and 2019. The Respondent did resell the land earlier this year in April 2020 after the Complainant defaulted on the loan and missed five payments and failed to pay the property tax payments.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**8. 2020040201**

**Opened: 5/24/2020**  
**Unlicensed**  
**History: None**

The Complainant is a North Carolina resident owning property in Tennessee. The Respondent is a Florida resident and employee of a Florida Real Estate Investment firm.

The Complainant alleges the Respondent is a Florida company soliciting property sales in Tennessee using letterhead and forms. The Complainant alleges the solicitation contains a cash price offer that is substantially less than the market value.

The Respondent's firm provided a response and stated the Respondent works for a family-owned and operated real estate investment company and part of the Respondent's business involves acquiring vacant land. The Respondent sends purchase offers to vacant landowners who may be interested in selling their land to the Respondent's firm. The Respondent does not represent itself or hold themselves out as licensed real estate agents or brokers. The Respondent's firm is the end purchaser and the title is registered and recorded with the local governmental agency in the Respondent's name. The Respondent makes offers on land based on many different data driven statistics and offered the Respondent \$56,160.63 for land with a declared land use value by the county property assessor of \$40,100. The Respondent's firm pulls comparable sales within a 15-mile radius in determining the offer made on parcels of land. The Respondent's firm is not a third-party company offering to purchase property and is using legal title agents within the State of Tennessee. The Respondent provided records of some past purchases of property in Tennessee.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**9. 2020039321**

**Opened: 5/26/2020**  
**Unlicensed**  
**History: None**

Complainant is a Tennessee resident. The Respondents are Tennessee residents.

The Complainant alleges the Respondent is selling approximately eight homes owned by other individuals in Tennessee and using website with a different company name to market and sell the homes. The Complainant alleges unlicensed real estate activity by the Respondents.

The Respondents did not provide a response to the Complaint.

**Recommendation: \$1,000 civil penalty for operating as an unlicensed Principal Brokers.**

**Decision: The Commission voted to issue a \$11,000.00 civil penalty, one thousand dollars (\$1,000.00) per property listed, for unlicensed activity.**

**10. 2020040571**

**Opened: 05/26/2020**

**Unlicensed**

**History: None**

Complaint is a real estate licensee. Respondent is a real estate firm operating in Tennessee without a firm license.

A complaint was filed against a firm located in Tennessee alleging the Respondent firm is soliciting and attempting to purchase timeshares through an escrow company based in Maryland. The Complainant paid a “transfer fee” of 10% of the offer made to the Respondent to buy the timeshare. The Respondent told the Complainant the amount would be paid back to the Complainant upon the sale of the timeshare. The Complainant was to receive \$26,000 for the sale of the timeshare plus the “transfer fee” of \$2,600. The Complainant alleges this was a scam involving a third-party escrow company and when it was time to close the Respondent wanted another \$2,250 for closing costs from the Complainant. The Complainant did wire the initial “transfer fee” of 10% to a bank in Mexico and has been unable to get the money returned.

The Respondent did not provide a response. Respondent is holding itself out as a real estate firm on the website.

**Recommendation: \$1,000 civil penalty for operating as an unlicensed real estate firm.**

**Decision: The Commission accepted counsel’s recommendation.**

**11. 2020030701**

**Opened: 5/12/2020**

**First Licensed: 2/23/2004**

**Expires: 12/26/2021**

**Type of License: Real Estate Broker**

**History: None**

The Complainant is a Tennessee resident. The Respondent is a licensed Tennessee Real Estate Broker.

The Complainant purchased a property from the Respondent and stated based on the Seller’s representation believed it was necessary to spend \$5,793.18 to clean-up and demolish portions of the property to subsequently resell the property for a higher return. The Complainant stated the property listed for sale was not the same property shown in the photographs and the Seller’s agent misrepresented the identity of the property by using photographs which were not accurate representations of the property. Also, the Complainant alleges the description was incorrect and the Complainant did not purchase the correct property. The Complainant spent money to clean up a property not owned by

the Complainant. The Complainant alleges the Respondent engaged in false advertising and wants the Respondent to repay the Complainant the amount of \$5,793.18.

The Respondent provided a response and the property listed and represented was the correct property with the correct photographs and pictures. All listing agreements, compensation agreements, contracts for sale and buyer/seller certificates all reference the correct property address. The legal description and all other references were for the correct property. When the Complainant obtained title insurance the Complainant provided the wrong address by transposing the numbers in the street address and was under the impression a different property was being purchased. The Complainant failed to visit the property and see the property in-person. The Complainant also waived all inspections in the Purchase and Sale Agreement. The Purchase and Sale Agreement also contained an accurate legal description and deed reference of the property and the Seller has not made any misrepresentations to the Complainant.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**12. 2020030711**

**Opened: 5/12/2020**

**First Licensed: 4/29/1987**

**Expires: 11/13/2020**

**Type of License: Real Estate Broker**

**History: None**

The Complainant is a Tennessee resident. The Respondent is a licensed Tennessee Real Estate Broker.

The Complainant purchased a property from the Respondent and based on the Seller's representation believed it was necessary to spend \$5,793.18 to clean-up and demolish parts of the property to subsequently sell the property for a higher return. The Complainant later listed the property for sale and discovered the property the Complainant was selling was not the correct parcel of property that was purchased by the Complainant. The Complainant alleges the Seller's agent misrepresented the identity of the property by using photographs which were not accurate representations of the property the Complainant had purchased from the Seller. The Complainant alleges the property purchased was a different property from the pictures used in the listing. The Complainant alleges the Respondent engaged in false advertising and wants the Respondent to repay the Complainant the amount of \$5,793.18.

The Respondent and the Respondent's managing broker provided a response and stated the Complainant filed a complaint against the wrong agent. The Respondent's broker stated it appears the property was purchased and listed by the Complainant without ever visiting the property and the Complainant never verified the photographs provided matched the actual listing. The Complainant has refiled a complaint with the Commission against the correct agent involved in the transaction.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**13. 2020033171**

**Opened: 04/30/2020**

**First Licensed: 1/31/2018**

**Expires: 1/30/2022**

**Type of License: Real Estate Firm**

**History: None**

The Complainant is a Tennessee resident. The Respondent is a licensed real estate firm and Seller of the subject property.

The Complainant entered into a contract to purchase a home from the Respondent in 2019. The home was an older home and in the process of being remodeled. The home was being renovated and fitted with new electrical, plumbing, HVAC, roof, etc. A one-year home warranty was provided by the Seller. The contract to purchase was signed while the home was still being renovated and the Complainant was under the impression the Seller would continue to complete the items needed to renovate the home. The Complainant alleges the Respondent Seller failed to pull building permits for the renovation, the Respondent Seller was not a licensed contractor at the time of the remodel and at the time of the sale, the Respondent Seller acted as a realtor and broker for the sale of the home, and the Respondent Seller failed to have the home inspected by the local codes department. Also, the Complainant discovered the Seller had set the home up with a horizontal property agreement and when the Complainant inquired about this agreement, both the Respondent Seller and the Respondent Seller's title agency both assured the Complainant that this was just the terminology used and the property was owned by the Complainant. Later, this turned out to be untrue because the Respondent Seller decided to dig through the Complainant's back and side yard and place a concrete meter box in the Complainant's front yard in order to run power to the back of the home where a home was being constructed. The Seller informed the Complainant this was permitted because this part of the property was common property and the Respondent Seller could dig through the yard because of the horizontal property agreements. The Seller failed to provide the Complainant with a general warranty deed and instead, the Complainant ended up with a quit claim deed. When the Complainant did move into the home, there was an insufficient water flow. The Complainant contacted the Respondent Seller and was told about this problem and this continued to go unaddressed. When the Complainant hired a plumber to resolve this problem, it was discovered that there were still old pipes that remained in the home's plumbing system and there was also a sewage leak. The Complainant had to spend an additional \$5,000 to make the necessary repairs for the water flow and sewer leak. The Complainant contacted the Respondent Seller concerning the home warranty, but the Seller refused to cover the costs of the repairs. Later, the Respondent Seller released \$2,500 from money in escrow to cover some of these costs. The home was supposed to have new flooring throughout, however, there was still old flooring in the utility room. The home was to have a built-in microwave with an exhaust and the Respondent Seller failed to install

the this because the Respondent Seller claimed it would not fit in the cabinet space. The Respondent Seller offered to reimburse the Complainant for a countertop microwave. The missing exhaust was not even addressed by the Respondent Seller. The Complainant has to open windows and doors when using the stovetop to mitigate this issue because there is no exhaust. The support beams and walls were moved during the remodel of the home and the Seller has said the home has been inspected by a structural engineer, however, the Complainant has repeatedly asked for the documentation and the Seller has not provided it. A certificate of occupancy was never provided to the Complainant. The Complainant filed a request to withdraw this complaint against the Respondent because the Complainant is in the process of settling all claims with the Respondent concerning all issues related to the complaint.

The Respondent provided a response and stated the assurances provided to the Complainant were provided by the Seller directly or the Complainant's real estate agent. All communication was with the Buyer's representative and the Respondent did not communicate or provide any assurances to the Complainant. An Agency Representation form was provided showing the Seller acted as both realtor and broker for the sale of the home. Any communication concerning the horizontal property agreement was relayed to the Complainant's agent and was also included in the real estate listing. Additionally, the Respondent discussed this with the Complainant's real estate agent four days prior to the creation of the Purchase and Sale Agreement. The Respondent did communicate some of the assurances with the Complainant's agent, however, the assurances and disclosures made to the Complainant were not made by the Respondent. The Complainant also accepted the home in an "AS IS" condition and there was no mention of providing building permits when the sale was completed. The Complainant did not allow the Respondent to address the plumbing issue and retained a plumber without giving the Respondent an opportunity to correct the plumbing issue. The Respondent did agree to cover part of the costs of the plumbing repairs. The area described in the utility room that does not have new flooring is 5.7 sq. feet and is under the stackable washer/dryer unit within a closed closet. The cabinet design and layout had been shown to the Complainant and the kitchen island included a self-vented range and oven and the Respondent offered to install a under cabinet microwave, however, that would have resulted in less cleaning space. The Complainant elected to have a moveable microwave and receive a \$200 credit, and this was paid in the escrow settlement. The Complainant was aware of the lot layout prior to entering into the Purchase and Sale Agreement and was told there was going to be a home built as Unit B on the homesite and this was confirmed in an e-mail sent by the Respondent to the Complainant's representative.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**14. 2020033161**

**Opened: 6/1/2020**

**First Licensed: 1/29/2018**

**Expires: 1/28/2022**

**Type of License: Principal Broker**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is a licensed Principal Broker.

The Complainant entered into a contract to purchase a home from the Respondent in 2019. The home was an older home and in the process of being remodeled. The home was being renovated and fitted with new electrical, plumbing, HVAC, roof, etc. A one-year home warranty was provided by the Seller. The contract to purchase was signed while the home was still being renovated and the Complainant was under the impression the Seller would continue to complete the items needed to renovate the home. The Complainant alleges the Respondent Seller failed to pull building permits for the renovation, the Respondent Seller was not a licensed contractor at the time of the remodel and at the time of the sale, the Respondent Seller acted as a realtor and broker for the sale of the home, and the Respondent Seller failed to have the home inspected by the local codes department. Also, the Complainant discovered the Seller had set the home up with a horizontal property agreement and when the Complainant inquired about this agreement, both the Respondent Seller and the Respondent Seller's title agency both assured the Complainant that this was just the terminology used and the property was owned by the Complainant. Later, this turned out to be untrue because the Respondent Seller decided to dig through the Complainant's back and side yard and place a concrete meter box in the Complainant's front yard in order to run power to the back of the home where a home was being constructed. The Seller informed the Complainant this was permitted because this part of the property was common property and the Respondent Seller could dig through the yard because of the horizontal property agreements. The Seller failed to provide the Complainant with a general warranty deed and instead, the Complainant ended up with a quit claim deed. When the Complainant did move into the home, there was an insufficient water flow. The Complainant contacted the Respondent Seller and was told about this problem and this continued to go unaddressed. When the Complainant hired a plumber to resolve this problem, it was discovered that there were still old pipes that remained in the home's plumbing system and there was also a sewage leak. The Complainant had to spend an additional \$5,000 to make the necessary repairs for the water flow and sewer leak. The Complainant contacted the Respondent Seller concerning the home warranty, but the Seller refused to cover the costs of the repairs. Later, the Respondent Seller released \$2,500 from money in escrow to cover some of these costs. The home was supposed to have new flooring throughout, however, there was still old flooring in the utility room. The home was to have a built-in microwave with an exhaust and the Respondent Seller failed to install this because the Respondent Seller claimed it would not fit in the cabinet space. The Respondent Seller offered to reimburse the Complainant for a countertop microwave. The missing exhaust was not even addressed by the Respondent Seller. The Complainant has to open windows and doors when using the stovetop to mitigate this issue because there is no exhaust. The support beams and walls were moved during the remodel of the home and the Seller has said the home has been inspected by a structural engineer, however, the Complainant has repeatedly asked for the documentation and the Seller has not provided it. A certificate of occupancy was never provided to the Complainant. The Complainant

filed a request to withdraw this complaint against the Respondent because the Complainant is in the process of settling all claims with the Respondent concerning all issues related to the complaint.

The Respondent provided a response and stated the assurances provided to the Complainant were provided by the Seller directly or the Complainant's real estate agent. All communication was with the Buyer's representative and the Respondent did not communicate or provide any assurances to the Complainant. An Agency Representation form was provided showing the Seller acted as both realtor and broker for the sale of the home. Any communication concerning the horizontal property agreement was relayed to the Complainant's agent and was also included in the real estate listing. Additionally, the Respondent discussed this with the Complainant's real estate agent four days prior to the creation of the Purchase and Sale Agreement. The Respondent did communicate some of the assurances with the Complainant's agent, however, the assurances and disclosures made to the Complainant were not made by the Respondent. The Complainant also accepted the home in an "AS IS" condition and there was no mention of providing building permits when the sale was completed. The Complainant did not allow the Respondent to address the plumbing issue and retained a plumber without giving the Respondent an opportunity to correct the plumbing issue. The Respondent did agree to cover part of the costs of the plumbing repairs. The area described in the utility room that does not have new flooring is 5.7 sq. feet and is under the stackable washer/dryer unit within a closed closet. The cabinet design and layout had been shown to the Complainant and the kitchen island included a self-vented range and oven and the Respondent offered to install a under cabinet microwave, however, that would have resulted in less cleaning space. The Complainant elected to have a moveable microwave and received a \$200 credit and it was paid in the escrow settlement. The Complainant was aware of the lot layout prior to entering into the Purchase and Sale Agreement and was told there was going to be a home built as Unit B on the homesite and this was confirmed in an e-mail sent by the Respondent to the Complainant's representative.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**15. 2020032191**

**Opened: 5/4/2020**

**First Licensed: 7/26/2018**

**Expires: 7/25/2022**

**Type of License: Affiliate Broker**

**History: None**

Complainant is a Tennessee resident. The Respondent is a licensed Affiliate Broker in Tennessee.

The Complainant alleges the Respondent and the Respondent's preferred lender are committing mortgage fraud by having items deleted on client's credit reports and getting

mortgages approved after the items are removed even though the client still owes the debt. The Complainant states the Respondent is posting on social media and knowingly aware of committing fraud to have their clients approved for a mortgage and the Respondent is using a credit repair company to facilitate the process.

The Respondent provided a response and stated the Respondent does offer credit counseling for many individuals and also offers home buying seminars to educate renters on how to become homeowners. The Respondent does not offer credit “repair” or engage in credit “repair.” The Respondent does offer credit consultations to the community through a website and offers these credit consultations services to assist individuals that want to learn how to increase their credit scores. The Respondent advises individuals on how to dispute accounts that are inaccurate. The Respondent has obtained certification from the city as a credit specialist. The Respondent states the Complainant is a competitor and is attempting to damage the Respondent’s reputation by filing this complaint. The Respondent is not in the mortgage industry and does not engage in committing mortgage fraud.

**Recommendation: Close.**

**Decision: The Commission accepted counsel’s recommendation.**

**16. 2020031481**

**Opened: 5/12/2020**

**First Licensed: 10/20/2016**

**Expires: 10/19/2020**

**Type of License: Affiliate Broker**

**History: None**

The Complainants are Tennessee residents. The Respondent is a licensed Affiliate Broker in Tennessee.

The Complainants alleges the Respondent, their former real estate agent, engaged in acts of dishonesty and breach of fiduciary duty. The Complainants entered into a listing agreement with the Respondent for a six-month term. Towards the end of the listing, the Complainants decided to proceed with several upgrades to the home because no offers were received during the listing period. Since the Complainants had moved out-of-state, the Complainants requested the Respondent assist with the contractors completing the repairs to the home. The home was re-painted, and the carpeting was replaced throughout the home. The Complainants also requested the Respondent obtain quotes for home cleaning. The Complainants were not provided with the name of the vendors for the home cleaning and were led to believe the estimates were from third parties. After the Complainant selected the home cleaner, the Respondent advised the Complainant the home had been cleaned and sent an invoice for \$300. The Complainants were attempting to make the payment to the cleaning company listed on the invoice and found the company’s phone number had been disconnected. The Complainants discovered the company was not the

cleaning company, but a food/truck vending company owned by the Respondent. The Complainant visited the home and found the home had not been cleaned and the original hardwood flooring was taken from the garage. The Complainant questioned the Respondent and the Respondent stated her son had cleaned the home. The Complainant alleges the Respondent breached her fiduciary duty for personal gain.

The Respondent provided a response and stated the Complainant and the Respondent were colleagues at one time and both real estate agents with different companies. The Complainant was no longer involved in real estate and asked the Respondent to list their home for sale. As a courtesy, the Respondent agreed to list the home for a reduced rate of 4% commission because the Complainant was a previous associate. The Respondent did assist in obtaining pricing for the painting and carpeting and the Complainant decided which vendor to choose. Since the home was not receiving any offers, the Respondent suggested the kitchen be cleaned and some of the items left behind should be removed from the home. Also, the Respondent suggested new photographs be taken for the listing. The Complainant agreed to have the home cleaned and have the photos redone. The Respondent was not aware that the Complainants were looking for professional cleaners and were under the impression the Complainants merely wanted the home cleaned. The invoices were sent by the Respondent after the home was cleaned and the photographs had been taken. The Complainant was not pleased with the pictures and would not respond to the Respondent for payment of the invoices for both the cleaning and the photographs. The Respondent stated the invoice sent to the Complainant was from a business previously operated by the Respondent and now, the Respondent's son uses the business name and invoices for doing various odd jobs such as cleaning, trash removal and other skilled labor jobs. The Respondent did provide the Complainant with the phone number of the Respondent's son to contact him to arrange payment. The Respondent did not pretend to be a cleaning company and did not create a fraudulent invoice. The Complainant was provided two estimates for cleaning and trash removal and the Complainant chose the lower estimate for the cleaning and trash removal and the vendor was the Respondent's son. Ultimately, the Complainant never paid the invoice for the cleaning. Also, the Respondent did not receive any kick back or incentives for any services provided to the Complainant and did not professionally gain or receive anything of value by having the Respondent's son clean the home and remove the trash. The Respondent paid the cleaning fee of \$300 to her son and also paid \$150 to the photographer for the photographs that were taken of the home.

**Recommendation: Close.**

**Decision: The Commission voted to issue a \$500 civil penalty for violation of Tenn. Code Ann. § 62-13-403(7)(B).**

**17. 2020026501**

**Opened: 5/18/2020**

**First Licensed: 6/23/2011**

**Expires: 1/25/2018 – Voluntarily Surrendered**

**Type of License: Vacation Lodging Service**  
**History: None**

Complainant is a Georgia resident. The Respondent is a licensed Vacation Lodging Service in Tennessee.

The Complainant rented a cabin in Tennessee for \$2,800 and did not purchase travel insurance. The Complainant stated that when the COVID-19 pandemic became a national pandemic two weeks before the scheduled travel to the cabin rental, the Complainant's were advised of the shelter-in-place directives by many states and decided to cancel the cabin. The Complainant has been unable reach the Respondent since the cancellation. The Complainant was initially advised by the Respondent to reschedule to next year, but the cost of the cabin for the same time next year could not be guaranteed. The Complainant requested a full refund from the Respondent, however, according to the terms of the rental agreement, the Respondent could only provide a 50% refund.

The Respondent did not provide a response.

**Recommendation: Close.**

**Decision: The Commission voted to defer this complaint to the September meeting and for counsel to send the complaint out for investigation.**

**18. 2020039251**

**Opened: 05/20/2020**  
**First Licensed: 6/25/2019**  
**Expires: 6/24/2021**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is a licensed Tennessee Real Estate Firm.

The Complainant alleges the Respondent's leasing manager's made inappropriate comments to the Complainant's daughter following a final walk through when vacating an apartment. The Respondent's leasing manager told the Complainant's daughter, her presence was not necessary for the walk through, the last month's rent would be taken from the security deposit and also stated the daughter would be contacted at a later date to pick-up the item(s) left behind. Later, the daughter was told the item(s) had been thrown away. The Complainant alleges the Respondent was an unlicensed property management company.

The Respondent provided a response and provided proof of licensure. The licensure was confirmed.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**19. 2020039651**

**Opened: 5/21/2020**

**First Licensed: 11/4/1987**

**Expires: 3/5/2022**

**Type of License: Affiliate Broker**

**History: None**

Complainant is a Tennessee resident. The Respondent is a licensed Tennessee Affiliate Broker.

The Complainant alleges the Respondent is contacting individuals by telephone and soliciting them to sell their homes. Additionally, the Respondent is also sending e-mails to individuals in the neighborhood. The Complainant is unsure how the Respondent has obtained personal information such as cell phone numbers and e-mail addresses. The Complainant alleges the Respondent's behavior is unprofessional and unethical.

Respondent provided a response and stated the Respondent has a buyer in the neighborhood who is interested in purchasing a home and the Respondent contacted various individuals in the neighborhood to find out if they may be interested in selling their home. The Respondent discloses a phone number when calling and does not behave in an unprofessional or unethical manner when making these calls. The Respondent also provided a script and sample telephone call.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**20. 2020032771**

**Opened: 5/26/2020**

**First Licensed: 6/30/1995**

**Expires: 2/11/2021**

**Type of License: Real Estate Firm**

**History: None**

Complainants are residents of Georgia. The Respondent is a Florida corporation and a licensed Tennessee Real Estate firm engaged in the sale of timeshare properties.

The Complainant alleges the Respondent persuaded them to purchase a timeshare in 2018 and the Respondent has been dishonest and mistreated the Complainants. The Complainant alleges the Respondent used high price pressure tactics and aggressively marketed the timeshare property over the course of several hours. The Complainant alleges the Respondent has been dishonest about the Complainants' ownership of the timeshare and want the Respondent to cancel the contract for purchase of the timeshare.

The Respondent provided a response and stated the Complainants initially purchased a timeshare in 2018 and made an additional purchase in 2019. The Respondent denies there were any misrepresentations made to the Complainants and all documents, including sales document and legal disclosures were provided to the Complainants at the time of each purchase. The Respondent was very clear on the terms and conditions of the membership and usage of the timeshare. The Respondent also provided additional documents concerning the timeshare program and membership. The Respondent always provides full disclosure on every purchase as well as full disclosure concerning the financial obligation of a purchaser. Additionally, all cancellation rights and remedies are disclosed and available when a timeshare is purchased. The timeshare sold to the Complainants was not represented as an investment and the Complainants have initialed their understanding and agreement each time a timeshare was purchased that the timeshare financial investment or with any expectation that the Complainants would receive a profit or income from resale or rental of the timeshare. The Respondent does not market any timeshare in this manner and such language is not included in any training, documents or other documents. The Respondent also stated the Complainants have booked and used the timeshare property on five occasions in the past two years. The Respondent understands that the Complainants have concerns and would like to resolve them and believes all documents provided to the Complainants adequately describe the timeshare program and the Complainants timeshare interest. The Respondent did provide an adequate time to cancel the timeshare interest when the Complainants initially purchased the timeshare property. In fact, the Respondent received a request from the Complainants in April 2019 and offered to release the Complainant's from their timeshare interest purchase on April 7, 2019. The Respondent's records indicate that the April 7, 2019 purchase agreement was cancelled by the Respondent on April 17, 2019. Also, the Complainants have since defaulted on the original April 8, 2018 timeshare mortgage loan due to non-payment and the owner beneficiary rights and membership were terminated on May 11, 2020. The Complainants no longer have an active account with the Respondent.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**21. 2020029161**

**Opened: 5/4/2020**

**First Licensed: 1/27/1994**

**Expires: 12/22/2020**

**Type of License: Principal Broker**

**History: 2018 Consent Order for Failure to Supervise; Pending Consent Order for three complaints for Escrow Account Violations**

Complainant is anonymous Tennessee resident. The Respondent is a licensed Tennessee Principal Broker.

The Complainant alleges the Respondent sent a check for earnest money in the mail and was told by other individuals checks from the Respondent may not be honored because the

Respondent has a history of faulty commission payments and mishandling of escrow funds. The Complainant took the check to the bank and the bank stated the check could not be cashed because there were no available funds in the account. The Complainant went to the Respondent's office and the explained the situation and the Respondent paid the Complainant \$1,000 in cash. The Complainant alleges unethical and illegal activity by the Respondent.

The Respondent provided a response and stated the agent handling the transaction no longer works for the Respondent and the escrow monies were held by the Respondent for approximately two months. The earnest money was finally released by the Respondent after all the documents were finalized and a check was sent to the Complainants. The Complainants presented the check at a bank through a drive-thru window and the Complainant did not have an account at the bank and was unable to cash the check. The Complainant immediately called the Respondent. Since the Complainant is elderly and did not want to be in public during the COVID-19 pandemic, the Respondent went to the bank and cashed the check for the Complainant. The Respondent also apologized several times to the Complainant for any inconvenience.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**22. 2020031561**

**Opened: 5/26/2020**

**First Licensed: 8/19/1981**

**Expires: 4/14/2021**

**Type of License: Principal Broker**

**History: None**

Complainant is a Florida resident and owner of property in Tennessee. The Respondent is a licensed Tennessee Principal Broker.

The Complainant alleges the Respondent listed and sold the Complainant's home. The closing was conducted by mail and the Respondent was handling the removal of items on behalf of the Complainants. The Respondent agreed to unlock the home and allow furniture that was sold to be picked up and agreed to collect the payment for the furniture. After the furniture was picked up, the Respondent was instructed to send a check for the payment, however, the Respondent never sent the check to the Complainant. The Complainant contacted the Respondent on several occasions concerning the payment of the \$400 check and the Respondent would not respond to the Complainant.

The Respondent provided a response and stated the check was sent to the Complainants and it was returned to the Respondent as undeliverable because the Respondent had written the wrong address. The Respondent had planned to give the Complainants the money when the Complainants returned to the area for the closing, however, the Complainants decided to conduct the closing by mail because they lived in Florida. The Complainants later sent

send the Respondent a self-addressed stamped envelope and the Respondent sent the check; however, the Complainants did not receive it. The Respondent was under the impression that there was a problem with the Complainant's mail delivery, or someone was sabotaging the Complainant's mail delivery. The check was for \$300 with a \$100 closing gift from the Respondent and had nothing to do with the actual closing of the home. The Respondent sent the check again by certified mail on December 30, 2019 and it was cashed by the Complainant on January 3, 2020.

**Recommendation: Close.**

**Decision: The Commission accepted counsel's recommendation.**

**Chairmen Griess adjourned the meeting at 10:52 A.M.**