



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 May 7, 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 Bobby Wood, Commissioner Joe Begley, Commissioner Jon Moffett, Commissioner Stacie Torbett, and Commissioner Geoffrey Diaz. Quorum Confirmed. Others present: Executive Director Caitlin Maxwell, Assistant Commissioner Toby Compton, Associate General Counsel Anna D. Matlock, Associate General Counsel Kristen Downey, 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.

Motion to approve the “Statement of Necessity” was made by Vice-Chair Marcia Franks and seconded by Commissioner Bobby Wood. Motion passed unanimously by roll call vote.

The May 7, 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 Wood. The agenda was amended to include “ARELLO Mid-Year Conference to Commission Discussions” Motion passed unanimously by roll call vote.

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

Motion to approve the April 8, 2020 minutes was made by Commissioner Wood and seconded by Commissioner Torbett. Motion passed unanimously by roll call vote.

INFORMAL APPEARANCES

Mike Ziolkowski appeared before the commission with his Principal Broker Joel Brown to be granted permission to receive his Affiliate Broker license.

Motion to approve Mr. Ziolkowski was made by Commissioner Diaz and seconded by Commissioner Moffett. Motion passed unanimously by roll call vote.

Irena Porter appeared before the commission with her Principal Broker Travis Patterson to be granted permission to receive her Affiliate Broker license.

Motion to approve Ms. Porter was made by Vice-Chair Franks and seconded by Commissioner Wood. Motion passed unanimously by roll call vote.

Linda Spencer was presented to the Commission requesting exemption from retesting/reapplying due to the COVID-19 pandemic. Ms. Spencer is outside the requirements set in place by the law & rule. The Commission requested Associate General Counsel Matlock to determine if the Governor’s Executive Order’s include “grace” for the reinstatement rule.

Motion to defer for 30 days was made by Commissioner Wood and seconded by Commissioner Diaz. Motion passed 6-2 with Commissioner Guinn and Vice-Chair Franks voting against the motion.

EDUCATION REPORT

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

Motion to approve courses M1-M9 was made by Commissioner Diaz 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 Wood. Motion passed unanimously by roll call vote.

Motion was made by Commissioner Wood to give the Director of Education authority to certify classroom courses wishing to use a technology base platform through December 31, 2020. The motion was seconded by Vice-Chair Franks. Motion passed 5-3 with Commissioner Begley, Commissioner Diaz, Commissioner Torbett voting against.

Vice-Chair Franks made the motion to give streaming providers continuance of current courses,

or new courses certified by Education Director Ross White through December 31, 2020. The motion was seconded by Commissioner Guinn. Motion passed 5-3 with Commissioner Begley, Commissioner Diaz, Commissioner Torbett voting against.

EXECUTIVE DIRECTOR'S REPORT

Topics:

- **Licensing Numbers:** Director Maxwell updated the commission that two additional components had been added to the statistical report which now includes “Licensing Numbers” for “Initial Applications, and Renewals” Initial application showed a 12% decrease over the past year using the numbers from February and March 2020.
- **PSI:** Director Maxwell informed the Commission that she would be meeting with PSI, regarding proctoring in addition to gathering feedback from other states and would update the commission during the June 2020 meeting.

COMMISSION DISCUSSION:

ARELLO Mid-Year Conference: Vice-Chair Marcia Franks updated the commission on the annual ARELLO conference. It is still undetermined how the annual meeting will take place and there maybe an option to use ZOOM. The Law and Regulation Committee met to see how to remain proactive through the COVID-19 pandemic regarding classes/renewals.

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. The Commission pulled the following cases for further discussion: 2020013061, 2020014281, 2020021221, 2020011901, 2020003711, 2020004091, 20200106810, 2020014451, 2020016441, 2020017511, 2020022601, 2020012391, 2020010081, 2020010691, 2020011141, 2020019391.

KRISTEN DOWNEY

1. **2020001731**
Opened: 2/10/2020
First Licensed: 10/28/2010
Expires: 10/27/2020
Type of License: Real Estate Firm

History: None

Complainant is an out-of-state resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent engaged in high pressure sales tactics and misrepresentations regarding their timeshare interest. Complainant alleges that they have never been able to book a stay with their timeshare. Complainant demands cancellation and a refund of the contract. Complainant entered the timeshare contract in April 2016.

Respondent filed a response via their attorney stating Complainant purchased a timeshare interest on April 19, 2016. Respondent states that as a goodwill gesture they will cancel the Complainant's account upon their execution of the necessary deed and payment of \$500. Respondent attached a copy of the contract, which includes the appropriate rescission language and the Complainant's signature.

Recommendation: Dismiss. The transaction occurred in 2016, which is outside of the two-year statute of limitations.

Decision: The Commission accepted counsel's recommendation.

2. 2020016981

Opened: 2/10/2020

First Licensed: 4/20/1999

Expires: 12/31/2020

Type of License: Time Share Registration

History: None

Complainant is an out-of-state resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent used underhanded and unethical means to secure a sale from them. Complainant entered a timeshare contract in January 2016 and is requesting cancellation of the contract and a refund of their money. Complainant states that they have not been able to use their timeshare.

Respondent filed a response via their attorney. Respondent states that Complainant was not obligated to purchase a timeshare interest during the sales presentation. Respondent states that they were provided copies of the executed timeshare contract which included the terms of purchase. Respondent attached a copy of the timeshare contract which includes the appropriate rescission language and the Complainant's signature.

Recommendation: Dismiss. The transaction occurred in January 2016 which is outside of the two-year statute of limitations.

Decision: The Commission accepted counsel's recommendation.

3. 2020007301

Opened: 3/2/2020

First Licensed: 4/20/1999

Expires: 12/31/2020

Type of License: Time Share Registration

History: None

Complainant is an out-of-state resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent made intentional misrepresentations to induce the sale of a timeshare and defraud them. Complainant states that they entered the timeshare contract in 2008 and since then they have experienced unfulfilled promises.

Respondent filed a response via their attorney stating that Complainant entered a timeshare contract in November 2010. Respondent states that they executed and received a copy of the timeshare contract which outlines the terms and conditions.

Recommendation: Dismiss. The appropriate rescission language along with the Complainant's signature appears on the timeshare contract. In addition, the contract was entered in 2010 and therefore the Complaint is outside of the two-year statute of limitations.

Decision: The Commission accepted counsel's recommendation.

4. 2020011641

Opened: 3/9/2020

First Licensed: 8/19/2009

Expires: 8/18/2020

Type of License: Time Share Registration

History: None

Complainant is an out-of-state resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent made misrepresentation during a timeshare presentation in May and November 2018. Complainant requests cancellation of their contract due to the misrepresentations regarding the use of the timeshare and the economic strain they are experiencing as a result of the contract.

Respondent filed a response stating that Complainant entered into their first timeshare contract in May 2018. Complainant purchased an additional timeshare interest thereafter. Respondent further states that all presentations are voluntary and last ninety minutes in duration. Respondent states that the Complainant was provided a copy of the contract which outlines the terms and includes the rescission rights associated with the timeshare interest. Respondent attached a copy of the contract which includes the appropriate rescission language and the Complainant's signature.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

5. 2020011691

Opened: 3/9/2020

First Licensed: 8/19/2009

Expires: 8/18/2020

Type of License: Time Share Registration

History: None

Complainant is a Tennessee resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent made misrepresentation during a timeshare presentation in September 2017. Complainant requests cancellation of their contract and a refund of their money due to the misrepresentations regarding the use of the timeshare and the economic strain they are experiencing as a result of the contract. Complainant attached a copy of the timeshare contract.

Respondent filed a response stating the Complainant attended a timeshare sales presentation in September 2017. Respondent states that the Complainant provided with the appropriate disclosures of financial obligations and had the opportunity to review the terms with a quality assurance officer. Respondent attached a copy of the timeshare contract.

Recommendation: Dismiss. The complaint was filed outside of the two-year statute of limitations.

Decision: The Commission accepted counsel's recommendation.

6. 2020019551

Opened: 3/31/2020

First Licensed: 6/30/1995

Expires: 2/11/2021

Type of License: Real Estate Firm

History: None

Complainant is a Tennessee resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent made various misrepresentations during their timeshare sales presentation. Complainant states that they sent in a notarized cancellation letter via certified mail on January 2, 2019. They were told that their time period for cancellation expired. Complainant states that they would like to terminate their timeshare contract and receive a fair and equitable refund of their monies.

Respondent filed a response stating that they deny making any misrepresentations to Complainant. Respondent states that although they deny any wrongdoing, they made an offer to Complainant to resolve this matter; however, the Complainant declined the offer. Respondent states that Complainant entered into the timeshare contract on December 8, 2018 and submitted their cancellation request on January 2, 2019, which is outside of the statutory rescission period. Respondent attached a copy of the timeshare contract.

Recommendation: Dismiss. The contract contains the appropriate rescission language and the Complainant's signature.

Decision: The Commission accepted counsel's recommendation.

7. 2020017481

Opened: 3/17/2020

First Licensed: 6/30/1995

Expires: 2/11/2021

Type of License: Real Estate Firm

History: None

Complainant is an out-of-state resident. Respondent is a registered timeshare resort.

Complainant alleges that they are victims of unfair business practices. Respondent allegedly made misrepresentations during a timeshare presentation that Complainant attended. Complainant alleges that Respondent used high pressure sales tactics. Complainant states that the Respondent rushed them through the paperwork with little explanation.

Respondent filed a response stating that they did not make any misrepresentations to the Complainant during the timeshare presentation. Respondent states that their sales documents adequately described the product and services that the Complainant purchased and they were given the opportunity to cancel their purchase. Respondent states that the Complainant executed the timeshare contract in March 2018.

Recommendation: Dismiss. The timeshare contract contains the appropriate rescission language along with the Complainant's signature.

Decision: The Commission accepted counsel's recommendation.

8. 2020015461

Opened: 3/17/2020

First Licensed: 4/20/1999

Expires: 12/31/2020

Type of License: Time Share Registration

History: None

Complainant is an out-of-state resident. Respondent is a registered timeshare resort.

Complainant states that they attended a timeshare presentation and were victims of high-pressure sales tactics. Complainant states that they were not told about the obligations they would be subjected to when they entered the contract.

Respondent filed a response through their attorney stating that Complainant purchased a timeshare interest in August 2016. Respondent states that Complainant freely and voluntarily purchased a timeshare interest upon fair disclosure of the terms and conditions associated with their purchase. Respondent states that the contract included their 10-day rescission policy to allow Complainant to further review their documents and purchase decision.

Recommendation: Dismiss. The timeshare contract contains the appropriate rescission language along with the Complainant's signature. Counsel also notes that the complaint was filed outside of the two-year statute of limitations.

Decision: The Commission accepted counsel's recommendation.

9. 2020016981

Opened: 3/17/2020

First Licensed: 4/20/1999

Expires: 12/31/2020

Type of License: Time Share Registration

History: None

Complainant is a Tennessee resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent made several misrepresentations during a timeshare presentation. Complainant alleges that Respondent used high-pressure sales tactics to get them to enter the timeshare contract. Complainant states that they were never informed about the rescission period. Complainant states that the timeshare has not become a financial burden that they cannot maintain.

Respondent filed a response via their attorney stating that Complainant entered their timeshare contract in August 2016. Respondent states that Complainant freely and voluntarily purchased a timeshare interest upon fair disclosure of the terms and conditions associated with their purchase. Respondent states that the contract included their 10-day rescission policy to allow Complainant to further review their documents and purchase decision.

Recommendation: Dismiss. The timeshare contract contains the appropriate rescission language along with the Complainant's signature. Counsel also notes that the complaint was filed outside of the two-year statute of limitations.

Decision: The Commission accepted counsel's recommendation.

10. 2020016771

Opened: 3/23/2020

First Licensed: 3/10/1994

Expires: 12/10/2020

Type of License: Real Estate Firm

History: 2017 Consent Order for failure to respond

Complainant is an out-of-state resident. Respondent is a registered timeshare resort.

Complainant alleges that they entered a timeshare contract in July 2008 in Tennessee. Complainant alleges that Respondent did not give them the opportunity to read their contract. Complainant states that the Respondent made misrepresentations during their timeshare presentation. Complainant is unable to utilize their timeshare because there is never anything available. Complainant would like to cancel their contract and receive a refund for monies paid.

Respondent filed a response stating that Complainant made a total of fifteen (15) timeshare purchases over the years beginning with their initial purchase in May 2008. Respondent denies making any misrepresentations. Respondent further denies that Complainants were not informed of the terms of their purchase. Respondent states that they advised Complainant of the terms and their right to cancel the contract at the time of the timeshare sales presentation. In addition, the Complainant received a copy of the sales documents and legal disclosures at the time of purchase. Respondent further states that Complainant has been able to enjoy their timeshare as evidenced by the 490 reservations they have made and the 210 resort vacations stays. Respondent attached a copy of the timeshare contract.

Recommendation: Dismiss. The Complainant received and signed the timeshare contract with the appropriate rescission language. Additionally, the Complainant entered the contract in July 2008, which is outside of the two-year statute of limitations.

Decision: The Commission accepted counsel's recommendation.

11. 2020017741

Opened: 3/23/2020

First Licensed: 3/10/1994

Expires: 12/10/2020

Type of License: Real Estate Firm

History: 2017 Consent Order for failure to respond

Complainant is an out-of-state resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent falsely advertised their timeshare. Complainant states that the Respondent used high-pressure sales tactics to get them to enter into the timeshare contract. Complainant would like to cancel their contract.

Respondent filed a response stating that Complainant entered into two timeshare contracts in July and September 2017. Respondent denies any misrepresentations. Respondent states that Complainant was under no obligation to purchase the timeshare and could have used the cancellation period to rescind the contract.

Recommendation: Dismiss. The Complainant received and signed the timeshare contract with the appropriate rescission language. Additionally, the Complainant entered the contract in July 2008, which is outside of the two-year statute of limitations.

Decision: The Commission accepted counsel's recommendation.

12. 2020019551

Opened: 3/31/2020

First Licensed: 6/30/1995

Expires: 2/11/2021

Type of License: Real Estate Firm

History: None

Complainant is a Tennessee resident. Respondent is a registered timeshare resort.

Complainant alleges that Respondent made various misrepresentations during their timeshare sales presentation. Complainant states that they sent in a notarized cancellation letter via certified mail on January 2, 2019. They were told that their time period for cancellation expired. Complainant states that they would like to terminate their timeshare contract and receive a fair and equitable refund of their monies.

Respondent filed a response stating that they deny making any misrepresentations to Complainant. Respondent states that although they deny any wrongdoing, they made an offer to Complainant to resolve this matter; however, the Complainant declined the offer. Respondent states that Complainant entered into the timeshare contract on December 8, 2018 and submitted their cancellation request on January 2, 2019, which is outside of the statutory rescission period. Respondent attached a copy of the timeshare contract.

Recommendation: Dismiss. The contract contains the appropriate rescission language and the Complainant's signature.

Decision: The Commission accepted counsel's recommendation.

13. 2020013061

Opened: 2/19/2020

License Type: Unlicensed

History: None

Complainant is a Tennessee resident. Respondent is an unlicensed business entity.

Complainant alleges that Respondent is engaging in unlicensed activity. Complainant states that Respondent's website states "we are a family owned and operated real estate investment and sales company. . . We mostly buy and sell properties in the State of Tennessee."

Respondent filed a response stating that they are not licensed because they are not real estate agents and do not own or work for a real estate company. Respondent states that they have never represented themselves as real estate agents. Respondent states that they are a real estate investments and sales company in which they buy and resell land. Respondent further states that they sometimes will offer to go into options purchase and sales contracts. Respondent states that they never list a property without being in contract with the owner to purchase or assign the property.

Recommendation: Dismiss. I requested the purchase and sale agreements for the properties that Respondent has on their website. The purchase and sale agreements identify the owners of the Respondent business entity as the owners of the properties. None of the purchase and sale agreements list the business entity as the buyer or seller. Since the properties are not being bought and sold in the name of the business entity, the Respondent is not engaging in unlicensed activity as Respondent falls within a statutory exemption.

Decision: The Commission accepted counsel's recommendation.

14. 2020013171

Opened: 2/19/2020

First Licensed: 7/2/2007

Expires: 1/7/2021

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant states that they entered a contract with the Buyers to sell their home. The offer was an all cash offer without any contingencies and non-refundable earnest money with the stipulation that the Complainant seller provide a report/receipt of payment and repairs. Complainant states that the contract lapsed and the Buyer requested the earnest money in full, stating that the Complainant failed to meet the stipulation. Complainant states that they provided the Buyer with a copy of the repair receipt, but not the repair report because they interpreted the contract to mean they either had to provide the receipt or the report. Complainant further alleges that Respondent was disrespectful and slanderous. Complainant believes that they should receive the earnest money in full because they complied with the stipulation as outlined by the contract.

Respondent filed a response stating that there were several contingencies in the offer, one of which provided that the Complainant (Seller) provide the Buyer with several documents prior to the

Buyer committing to purchase the property. Respondent further states that the Complainant (Seller) failed to provide them with a post-repair report as required by the contract stipulations, but instead provided them with a receipt of repairs. The receipt provided no line items to show what work was performed. Respondent denies any disrespectful or slanderous actions. Respondent filed additional information stating that the parties have come to an amicable resolution regarding the earnest money.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

15. 2020014241

Opened: 2/24/2020

First Licensed: 9/6/1989

Expires: 8/4/2020

Type of License: Principal Broker

History: None

Complainant is a real estate licensee. Respondent is a licensed Principal Broker.

Complainant alleges that Respondent forces the affiliate brokers to pay \$500 for a website that utilizes a certain software and threatens to take the \$500 out of their pay. Complainant further states that Respondent charges them a 25% company leads fee for any leads that come through from their website.

Respondent filed a response stating that it is correct that all agents had to pay for their website. Respondent states that Complainant is a disgruntled ex-employee.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

16. 2020011361

Opened: 3/9/2020

First Licensed: 7/16/2015

Expires: 7/15/2021

Type of License: Affiliate Broker

History: None

Complainant is an out-of-state resident. Respondent is a real estate licensee.

Complainant alleges that they retained Respondent to sell their home. The Respondent allegedly sold their home multiple times to different people resulting in a clouded title for the property.

Respondent filed a response stating that the Buyers were unrepresented, which was disclosed to Complainant. Respondent states that after they closed on the house, the Buyers asked Respondent to list their property and sell it. Respondent further states that they assisted another individual in the neighborhood with selling their home. Respondent denies knowledge of a clouded title; however, upon receipt of this complaint the Respondent reached out to the title company to inquire. They discovered that the Complainant was facing felony charges for producing a fraudulent payoff statement from creditors for the real estate transaction that is the subject of the complaint.

Recommendation: Dismiss. Complainant provided no substantiating evidence to support their allegations.

Decision: The Commission accepted counsel's recommendation.

17. 2020012361

Opened: 3/9/2020

First Licensed: 8/4/2005

Expires: 7/17/2021

Type of License: Real Estate Broker

History: 2016 Consent Order, 2019 Consent Order

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant alleges that they purchased a home in June 2019 and were promised that the remaining work on the home would be completed by February 15, 2020 but the work has not been completed. Complainant has inquired multiple times with Respondent as to when the work will be performed but the Respondent only gives excuses.

Respondent filed a response stating that they were unaware that items still needed to be completed in Complainant's home. Respondent states that they gave the vendor the Complainant's contact information to complete the job. Respondent states that after talking with Complainant they discovered that they were texting Respondent's office number which is why they did not receive the Complainant's messages.

Complainant filed a rebuttal stating that they called numerous times and told Respondent about the things that still needed to be completed in their home. Complainant alleges that the Respondent stated that the Seller was backed up with work.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

18. 2020013851

Opened: 3/9/2020

First Licensed: 1/30/2017

Expires: 1/29/2021

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant states that Respondent was the listing agent for the property they contracted to purchase. Complainant alleges that Respondent provided them with a false quote for repairs following the home inspection. Complainant states that they called the company that allegedly provided the quote and the company was shocked by the description of the quote. They sent another copy of the quote which differed greatly from the quote provided by Respondent. After discovering this, the Complainant terminated the purchase and sale agreement. Complainant attached copies of both quotes. One quote provided a price of \$7,978.87. The other quote had a price of \$9,899.62.

Respondent filed a response stating that the Complainant had two companies come out to look at the crawlspace of the property to give an estimate on the repairs. Respondent then requested a price breakdown for the two estimates. Once the Sellers decided on which proposal to use, they sent the proposal to the Buyers of the repairs they were willing to make. Along with the proposal, the Respondent also sent quotes to the Complainant that were broken down so that the complainant could understand what the Sellers were willing to repair. After the Buyers received these documents, the Complainant contacted the repair company asking for true quotes for the repairs. The repair company sent over the project summaries but did not send the email of the breakdown that Respondent received. Respondent attached their complete transaction file.

Recommendation: Dismiss. Upon review of the transaction file and the Complainant's supporting documentation, there is insufficient proof that Respondent's quote was false.

Decision: The Commission accepted counsel's recommendation.

19. 2020015781

Opened: 3/9/2020

Type of License: Unlicensed

History: None

Complainant is a Tennessee resident. Respondent is an unlicensed individual.

Complainant alleges that Respondent is engaging in unlicensed activity. Complainant states that Respondent is running a property management company without a valid real estate license.

Respondent filed a response stating that they own the properties that they manage. Respondent provided the property tax records as proof of ownership.

Recommendation: Dismiss. Counsel reviewed the Respondent's supporting documents and verified the information on the property tax assessor's website. Respondent does own all of the properties and is exempt from the licensure requirement.

Decision: The Commission accepted counsel's recommendation.

20. 2020004031

Opened: 3/9/2020

First Licensed: 3/24/1990

Expires: 9/22/2020

Type of License: Real Estate Firm

History: None

Complainant is a Tennessee resident. Respondent is a licensed real estate firm.

Complainant alleges that the tenant of a neighboring home that is managed by the Respondent has turned their backyard into a garbage dump. Complainant further states that the tenant has had multiple domestic arguments resulting in a broken back window. Complainant states that they contacted Respondent months ago about this issue and nothing has been done.

Respondent filed a response stating that they sent a letter to the tenant requiring them to clean up the property. The owner went by the property to check it out and saw that it had been cleaned up. Following that visit, the tenant must have brought trash back to the property. Complainant then

called the Respondent and started yelling at the secretary about the tenant's property. The secretary explained that they were working to get the tenants evicted but had to comply with the 14-day notice as required by law. Respondent attached letters that they sent to the Respondent telling them to clean the property or vacate.

Complainant filed a rebuttal stating that the tenants have moved out of the premises and the Respondent has started the cleaning process on the property. Complainant would like to withdraw the complaint.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

21. 2020009481

Opened: 3/17/2020

First Licensed: 3/31/2016

Expires: 3/30/2022

Type of License: Affiliate Broker

History: None

Complainant is a real estate licensee. Respondent is a real estate licensee.

Complainant states that they were the listing agent for a property. Complainant alleges that after they were under contract, they initiated and signed the compensation agreement which defined compensation as 3% for Respondent (Buyer's agent). Complainant states that when they sent the agreement to Respondent, the Respondent had added language in the special stipulations section to modify the commission. Respondent changed the agreement to reduce their commission to 1% and for the Sellers to give the Buyers up to, but not to exceed 2% towards Buyer's closing costs or fees allowed by the Buyer's lender. Complainant states that they did not agree to this change prior to Respondent making the change. Complainant alleges that Respondent did not speak to them about it prior to Respondent signing the agreement and sending it back to them. Complainant further states that Section 3 of the compensation agreement states that there shall be no reduction, change, or modification to compensation without prior consent of all Brokers involved. Complainant states that they nor their managing broker consented to this change. When Complainant confronted Respondent about the change, the Respondent stated that they have done it this way with several other licensees in the past. Complainant further alleges that Respondent's actions constituted a rebate which is prohibited by statute.

Respondent filed a response via their attorney stating that they represented the Buyer in the transaction. The Buyer was a friend of the Respondent's and as a courtesy the Respondent offered to reduce their commission if the Seller would agree to give a credit of the purchase price equal to the amount of such reduction. Respondent and their Broker were of the understanding that this was acceptable based on published guidance of the attorneys at the Tennessee Association of Realtors. Respondent denies ever giving a cash rebate in conjunction with the real estate transaction at issue. Respondent further states that the Seller gave the Buyers credit off of the purchase price, which the Seller agreed to. Respondent states that the Complainant is the one who drafted the amendments related to the credit. Respondent states that when Complainant sent the compensation agreement, Respondent informed them that they would be adding their details to the compensation agreement and after they made their changes and returned it back to Complainant

they told Complainant to let them know if there were any questions. Respondent also alleges that a few days later the Respondent followed up with Complainant to make sure that Complainant saw the change in the commission agreement. This is when Complainant responded stating that Respondent changed the document and that it was not appropriate. Respondent sent the Complainant a signed commission modification agreement with their client's signature. Later that evening, the Complainant sent a revised compensation agreement with the 1% commission change which was to supersede all other previous agreements. Respondent states that they did not provide any cash rebates to their client as the only monies that the Buyer received was from the Seller as reflected in the closing statement. Respondent also states that they reached out to the TAR hotline to inquire about this and the attorneys stated that "TREC does not permit agents to pay closing costs [however]. . . you can offer to reduce your commission, but you cannot pay the closing costs." Respondent attached the transaction file documents as well as text messages with Complainant.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

22. 2020013921

Opened: 3/17/2020

First Licensed: 1/24/2002

Expires: 2/18/2021

Type of License: Principal Broker

History: None

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

Complainant alleges that they received a purchase and sale agreement (PSA) from Respondent. They looked over the PSA and asked their licensee to propose changes to the Respondent. Complainant's licensee advised Respondent of the requested changes. The Respondent acknowledged the Complainant's request and stated that they would revise the PSA and send it back to Complainant for their signature. Complainant took their down payment to Respondent, but the changes still were not made to the contract. Later that day, Respondent revised the contract and sent it to the Complainant digitally for electronic signature. A little over an hour after receiving the digital contract the Complainant's licensee advised that the offer was no longer valid. Complainant states that Respondent never informed them that there was another contract on the property.

Respondent filed a response stating that they met with Complainant about purchasing a townhome that was being built. The Complainant wanted to make several changes to the contract and took issue with the 10% deposit that was required by the builder. Respondent explained that the deposit was non-negotiable. The Complainant decided to leave the meeting to consider the deposit requirement. Respondent alleges that they expressed to Complainant that the home might sell before they returned as there were others who were interested in the property. Over the course of the next three (3) days, Respondent and the Complainant's licensee had several exchanges regarding some of the requested changes to the property, the builder deposit, and the closing date. After several exchanges, Complainant's licensee sent Respondent an email stating that they would be able to close in October rather than February 2021. Respondent then edited the PSA in accordance with their requests regarding the closing date and deposit schedule through authentisign for electronic signature. Respondent states that they also texted Complainant's

licensee letting them know that the PSA was sent. While waiting for Complainant to sign the contract Respondent received another offer to purchase the property. Respondent informed Complainant's agent of the new offer and asked if the Complainant still intended to sign the PSA. Complainant's licensee advised that their client still intended to sign the PSA. Complainant's licensee also informed Respondent that the Complainant wanted to change the closing date in the PSA and asked for a revised contract reflecting this change. Respondent agreed to make the modification the next day. Respondent alleges that they told the Complainant's licensee to have Complainant sign the PSA as is and that Respondent would modify the addendum. Respondent also asked for the Complainant to bring their partial deposit, which they did. Respondent then sent the revised PSA and did not receive a signature from Complainant so the builder instructed them to accept the other signed offer. Respondent attached emails, text messages, and the unsigned PSA.

Recommendation: Dismiss. Counsel reviewed the Respondent's supporting documents. It appears that Respondent did communicate that there was another offer on the property and provided Complainant with the opportunity to execute their contract first. Complainant did not execute the contract timely and another offer was accepted before a binding contract was in place.

Decision: The Commission accepted counsel's recommendation.

23. 2020014281

Opened: 3/17/2020

First Licensed: 1/5/2011

Expires: 5/20/2021

Type of License: Real Estate Broker

History: None

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

Complainant alleges that Respondent's listings indicated that the property they contracted to purchase was listed as 3,162 square feet. After having the home appraised, it measured at 2,794 square feet. Complainant states that Respondent made willful misrepresentations and untruthful advertisements. Complainant attached a copy of the appraisal report.

Respondent filed a response stating that they received final plans from their client on 8/21/2019. Respondent entered the square footage listed on the plans by floor as required by the MLS listing form. Respondent states that although a discrepancy existed on the plans between the total square footage and the summation of the individual floors, they had to use the individual floor square footage provided to them by their client until proven otherwise. Respondent states that the home was listed while being framed and contracted during this stage. Respondent states that they entered the information about the listing to the best of their knowledge with the information provided to them by their client. In the private remarks, the Respondent states that they encourage agents to perform the necessary due diligence on the property as they represent their clients. Respondent attached a copy of the entire transaction file.

Respondent filed a supplemental response via their attorney stating that the Respondent was provided a copy of the final construction plans by their client. Respondent used those plans to input the property's square footage totals by floor on the MLS. When Respondent listed the

property on the MLS, it was in the framing stage of construction. Due to the stage of construction, the Respondent included in the private remarks that “all info deemed reliable but not guaranteed. Property TBD. Please verify all pertinent info.” Respondent included this disclaimer language because the square footage amounts used were an estimate provided by the builder and could have been different when construction was complete. Respondent further states that the MLS contains a disclaimer as well which states that all information is believed to be accurate but not guaranteed. Another disclaimer was included in the purchase and sale agreement, which stated “Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to. . . square footage or acreage of the Property.” Respondent states that based upon all of the disclaimers, the information provided regarding the property, including square footage, should have been independently verified by the buyer and the buyer’s real estate licensee. Respondent states that the Complainant had an appraisal performed and found a discrepancy in the square footage, which the Respondent addressed. The Complainant continued with the transaction and is currently set to close on April 30, 2020.

Recommendation: Dismiss.

Decision: The Commission accepted counsel’s recommendation.

24. 2020015831

Opened: 3/17/2020

First Licensed: 10/17/2012

Expires: 10/16/2020

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant states that Respondent was their licensee in May 2017 and failed to perform due diligence or adhere to the code of ethics. Complainant states that Respondent withheld that the square footage of their home was 700 square feet smaller than the advertised 3,000 square feet. Complainant states that they were supposed to pay \$96 per square foot, but as a result of this mistake they ended up paying \$124 per square foot.

Respondent filed a response stating that the home was listed on the MLS as 3,000 square feet when they sold the home to Complainant. Respondent states that they never received a hard copy of the appraisal report that was sent to the Complainant by the lender. It was Respondent’s understanding that the previous owner of the home added square footage to the home since it was initially purchased in 2005 by adding a dining room and bonus room.

Recommendation: Dismiss. The complaint was filed outside of the two-year statute of limitations.

Decision: The Commission accepted counsel’s recommendation.

25. 2020018891

Opened: 3/23/2020

First Licensed: 9/6/2007

Expires: 9/5/2019

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant alleges that Respondent was riding their four-wheeler on Complainant's property without their permission. Complainant asked them to stop; however, the next day Respondent started riding their four-wheeler on Complainant's property again. Complainant again asked Respondent to stop. The Respondent allegedly threatened Complainant and started throwing rocks at Complainant's car. Respondent also stated that Complainant's home was overpriced.

Respondent filed a response stating that the property they were on was a common area as they have reviewed the plat. Respondent was allegedly approached by Complainant in a threatening manner and there was a police report filed regarding this matter. Respondent's comment about the Complainant's home being over-priced was just a difference of opinion.

Recommendation: Dismiss. This complaint does not involve a real estate transaction or the Respondent's actions during a real estate transaction.

Decision: The Commission accepted counsel's recommendation.

26. 2020009551

Opened: 3/30/2020

First Licensed: 2/8/2006

Expires: 2/7/2022

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant alleges that Respondent failed to provide all of their earnest money after the closing failed due to information that was left off the plat and discovered at the closing. Complainant states that they gave \$500 in earnest money and \$5,633.01 to be placed in escrow. After they were unable to close, the Complainant requested the earnest money and deposit. The money was returned less \$55. The Complainant states that they did not authorize Respondent to keep the \$55 and would like the money returned. Complainant attached a receipt and a copy of the earnest money check.

Respondent filed a response stating that the \$55 was for the pest inspector. The \$55 was taken out of the closing attorney's escrow. Respondent states that the transaction fell through at the closing table. Respondent states that the \$55 was not taken from the earnest money deposit, but from the money the Complainant brought to the closing. Respondent states that Complainant requested the pest inspection. Respondent attached a letter from their Principal Broker stating that the purchase and sale agreement indicated that the cost of inspection was the responsibility of the Complainant and Complainant agreed to this. Respondent also attached a copy of the inspection report, the receipt from the inspection, the check paid from the escrow account, bank statements, and the purchase and sale agreement (PSA).

Recommendation: Dismiss. Based on the PSA, the Complainant agreed to cover the costs of the pest inspection. The bank statement provided by the Respondent shows that the \$55 for

the inspection fee was deducted from the costs associated with the transaction on the day the escrow check was released to the Complainant.

Decision: The Commission accepted counsel's recommendation.

27. 2020017701

Opened: 3/30/2020

First Licensed: 6/1/2018

Expires: 5/31/2020

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant alleges that Respondent fabricated paperwork during their loan process. Complainant states that after moving into their home they had several issues with the home. Complainant states that the roof has hale damage. The water heater and air conditioning unit are also in poor shape. The bathroom floor has a crack down the middle of the floor that Respondent stated was 100% repaired with a lifetime warranty. Complainant asked the Respondent to clean the septic tank and to have the propane filled, but they refused to do it.

Respondent filed a response via their attorney. Respondent states that Complainant purchased the property sight unseen and relied only on descriptions and digital images. Respondent further states that in the Buyer Representation Agreement it states that the Respondent is not an expert with regard to matters that could be revealed through a survey, title search, or inspection. Each of the allegations that the Complainant complained of were items that fall within the areas of limitation specified in the Buyer Representation Agreement. Respondent states that Complainant also signed a separate disclaimer notice by which they acknowledged the importance of consulting with and relying on their professionals for structural or other conditions of the Property, roofing issues, home inspection, and utility services such as septic and gas. Respondent strongly advised Complainant to see the property before purchasing it, however, Complainant refused. Complainant instead relied on a third-party inspector. Respondent also denies that they fabricated any loan documents. Overall, Respondent states that the complained of issues were not within the scope of Respondent's obligations and duties as Complainant's real estate licensee. Respondent attached the entire transaction file.

Complainant filed a rebuttal stating that they believe respondent caused them to not obtain a job with an electrical company by informing the owner of the electrical company that Complainant was only using the job offer as a way to get approved for a home loan in Tennessee since Respondent was relocating from out-of-state.

Recommendation: Dismiss. Counsel reviewed the transaction file. The Seller provided a Tennessee Residential Property Condition Disclosure form which indicates that any items that the Seller is to repair must be indicated in the Purchase and Sale Agreement (PSA). In addition, the disclosure form advises the Buyer to obtain additional inspections/reports and include discovered items as contingencies in the PSA. Finally, T.C.A. § 66-5-208 provides that the real estate licensee for the Seller cannot be held responsible for any issues with the property that the Seller failed to disclose.

Decision: The Commission accepted counsel's recommendation.

28. 2020019101

Opened: 3/31/2020

First Licensed: 4/29/2015

Expires: 4/28/2021

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant (Seller) alleges that Respondent (licensee for the Buyer) failed to date the documents involved in the real estate transaction. Complainant further alleges that Respondent included the sale of property in the contract that was not listed without informing the Complainant that they included the parcel in the purchase and sale agreement (PSA). The sale was an acreage property and included multiple parcels. Complainant states that the Respondent attempted to be deceptive in writing the parcel numbers into the PSA. Complainant alleges that the Respondent stated that they would litigate the matter if Complainant would object to the parcels that were included in the PSA. Complainant alleges that Respondent's principal broker approved the inclusion of the parcel. The parcel that Respondent attempted to include was a private road that the Respondent kept attempting to represent as a county road. Complainant states that Respondent failed to properly communicate with their licensee and as a result the Complainant decided against including a bonus in commission for the Respondent. The Respondent allegedly contacted the managing broker for the Complainant demanding part of their commission.

Respondent filed a response stating that they used Authentisign electronic service for every signature which is accompanied with a date and timestamp underneath the signature. Respondent further states that when they made an appointment to see the property, they were informed of the \$1,000 Buyer's agent bonus as well as the fact that there were multiple parcels for sale. Respondent alleges that they inquired as to which parcels were included with the listing and the Complainant's agent informed them that there were four parcels available. Respondent's clients were interested in three of the four parcels. Respondent drafted an offer which included the three parcels that their clients were interested in purchasing using parcel identification numbers provided. Respondent denies that this was an attempt to deceive Complainant. Respondent further states that they were informed that there was a defect in the title for one of the parcels and that it needed to be corrected before the closing. Respondent then received notification that the Complainant would not sell one of the parcels. Respondent advised that the Complainant was under contract to sell the parcels and that both parties would have to agree to remove it from the purchase and sale agreement (PSA). Respondent's clients initially were not agreeable to removing the parcel, therefore Respondent communicated this to Complainant's licensee. The Complainant was upset by this and stated that they would not sell. The Respondent again advised that they were under contract and this could result in their clients seeking damages per the PSA. In an effort to remain amicable, the Respondent states that they advised their client to view the parcels in person before they decided to terminate the contract. When their clients viewed the property, they decided that they would agree to let go of the parcel and amend the contract. Respondent denies that communication was intentionally lacking between them and the Complainant's licensee. Respondent states that there were times that they were with other clients when Complainant's licensee would call, and they were not able to take the call. Respondent further states that they

never made an issue about the Buyer's agent bonus because the PSA indicated that their commission was to be at 3.25%. Respondent attached the transaction file.

Complainant filed a rebuttal stating that they still believe the contract execution was poor quality and the contract was not carefully crafted. Complainant believes that the Respondent should have known about the parcel issue because the acreage did not add up.

Recommendation: Dismiss. Complainant did not provide sufficient evidence to show that Respondent intentionally included parcels in the PSA that were not for sale. Based on the transaction file it appears that Respondent provided dates on all of the documents involved in the transaction.

Decision: The Commission accepted counsel's recommendation.

29. 2020019841

Opened: 3/31/2020

First Licensed: 1/16/2014

Expires: 1/15/2022

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant alleges that Respondent made several offers that were accepted, however, once they accepted the offers the Respondent would disappear and not respond. Complainant states that they met the Respondent's clients' requests and kept the house off of the market for six (6) weeks based on Respondent's promises.

Respondent filed a response via their Principal Broker. Respondent states that they showed the Buyer several homes the Buyer selected. Respondent states that the Buyer instructed them to submit an offer. Respondent submitted the offer in which they received a counteroffer. The Buyer did not accept the counteroffer because they were interested in another property that recently was listed so they made an offer on the new property. That offer was not accepted. The Buyer then went back to the initial property (Complainant's property) and instructed Respondent to submit an offer. After three counteroffers, the deal was bound and accepted on March 1, 2020. After the inspection, the Buyer requested items to be repaired and sent a list of the requested repairs to the Complainant. The Complainant did not respond before the Buyer changed their mind about the house. The Buyer asked the Respondent to submit a notification to terminate the contract within the repair proposal period. Respondent states that the document was signed and sent on March 12, 2020 and the earnest money release was submitted, which the Complainant did not sign. Respondent states that per the purchase and sale agreement (PSA) at Lines 313-317, "[i]n the event Seller and Buyer do not reach a mutual resolution during the Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties within said period of time, this Agreement is hereby terminated." Respondent attached a copy of the transaction file.

Recommendation: Dismiss. Counsel reviewed the transaction file. It appears that the Buyer and Seller could not agree to repairs and therefore the Buyer terminated the contract within

the appropriate timeframe, citing inspection contingencies as the reason. Complainant also requested to withdraw the complaint.

Decision: The Commission accepted counsel's recommendation.

30. 2020021221

Opened: 3/31/2020

First Licensed: 4/26/2018

Expires: 4/25/2022

Type of License: Affiliate Broker

History: None

Complainant is an out-of-state resident. Respondent is a real estate licensee.

Complainant alleges that they made an offer on a property in Tennessee. The Seller's agent submitted a counteroffer, which Complainant did not accept. The Seller's agent then submitted a new offer following the Complainant's rejection of Respondent's initial counteroffer. The Complainant discussed the Seller's new offer and decided to accept it. When they submitted their acceptance, the Respondent informed them that the Seller had accepted another offer. The Complainant states that they were not informed of multiple offers on the property and alleges that Respondent engaged in improper business practices.

Respondent filed a response stating that they showed the property to Complainant's sibling on February 29, 2020. On March 2, 2020, they received a contract for purchase from the Complainant's agent. The same day, the Respondent submitted a counteroffer on behalf of the Seller. Respondent states that they received an email from Complainant's agent on March 4, 2020 stating that the Complainant could not go past a certain amount resulting in the counteroffer expiring. The same day, Respondent contacted the Complainant's agent and left a voicemail as well as a follow-up email in an attempt to reach an agreement that would allow the Complainant to purchase the property. On March 5, 2020, the Complainant's agent contacted Respondent. Respondent presented a new proposal for the sale of the property. Later that afternoon, the Respondent received a new offer on the property. That evening, the Seller accepted the new offer with one counteroffer. The new Buyers accepted the counteroffer the next morning. After the new Buyers accepted the Seller's counteroffer, the Respondent received an email from Complainant's agent with an offer to purchase. Respondent attached the transaction file.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

31. 2020011901

Opened: 2/13/2020

First Licensed: 1/17/2006

Expires: 1/16/2008

Type of License: Affiliate Broker

History: None

Complainant is an out-of-state resident. Respondent is a real estate licensee in expired/inactive status.

Complainant alleges that Respondent is engaging in unlicensed activity.

Respondent filed a response stating that they sell their properties through licensed agents and they deny Complainant's allegations.

Recommendation: Dismiss the complaint against the Respondent and open complaint against the limited liability company for unlicensed activity since the properties are all in the limited liability company's name.

Decision: The Commission accepted counsel's recommendation.

32. 2020003711

Opened: 3/9/2020

First Licensed: 4/27/2010

Expires: 4/26/2020

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant alleges that Respondent failed to disclose that the property Complainant purchased had a history of floods resulting in damage to the property despite having prior knowledge of this fact. Complainant has filed a civil lawsuit in chancery court. Complainant attached a copy of the chancery court complaint. The chancery court complaint included an affidavit from a neighbor wherein the neighbor states that the Respondent was aware of the flooding in the basement because Respondent's sibling owned the house. The affiant states that when the house was sold, they asked the seller if they had disclosed the flood issue and they stated that the issue had been corrected. Complainant attached affidavits from neighbors stating that the Respondent knew about the flooding issue.

Respondent filed a response stating that they acted as the licensee for the Seller. Respondent denies any kinship to the Seller. Respondent states that they did not have actual knowledge or notice of any flooding or adverse facts concerning the property. Respondent requests that the complaint be dismissed or in the alternative deferred until the civil lawsuit has concluded. Respondent attached a copy of the purchase and sale agreement (PSA); the inspection report; and text messages.

Recommendation: \$1,000 civil penalty for failure to disclose adverse facts. Based upon the signed and notarized affidavits from neighbors, Complainant provided sufficient evidence to show that Respondent was aware of the flooding and failed to disclose this information which would be considered an adverse fact by statute.

Decision: The Commission voted to send Respondent a Litigation Monitoring Consent Order and place this matter in litigation monitoring pending the outcome of the civil litigation.

33. 2020004091

Opened: 3/9/2020

Type of License: Unlicensed

History: None

Complainant is a real estate licensee. Respondent is an unlicensed individual.

Complainant alleges that a licensee in their office received a lead from a real estate platform to contact a buyer. The licensee spoke with the buyer who stated that they were supposed to meet someone to see a property, but the person never showed up. The licensee looked the property up and found contact information for the property. The licensee called the number and spoke with an individual who identified themselves as the Respondent. Complainant set up a time to view the property in which the Respondent stated that they would need to be present during the viewing. The Complainant inquired about the commission and Respondent stated that the Complainant would need to discuss this with the buyer as Respondent was only serving as a “middleman”. Respondent stated that they are not a licensee, but instead they just make sure the cash is there. Complainant then asked what would they need to do if the buyer wanted to make an offer. The Respondent advised that they had their own paperwork and could email it to the Complainant.

Respondent has not filed a response. Respondent is unlicensed and under no obligation to respond to the complaint.

Counsel sent this complaint out for investigation in hopes of obtaining a sworn statement from the Respondent. The Respondent was uncooperative during the investigation. The investigator nonetheless continued to obtain information through other means. Respondent provided a posting in which the Respondent advertised a property stating the following:

“The house needs very little work, it’s in an up coming neighborhood. This is a CASH ONLY DEAL! If you have a question call me or txt me at [INSERT PHONE NUMBER].”

The investigator also found a property with a yard sign and Respondent’s phone number listed on the yard sign.

Recommendation: Close and flag. Based upon the information obtained, it is unclear as to whether the Respondent was receiving a fee, commission, finders fee or any other valuable consideration from the sale of the home, which is required to constitute a “broker” as defined by statute. Counsel notes that Respondent is unlicensed and under no obligation to respond to the complaint.

Decision: The Commission voted to issue a \$1000.00 civil penalty via a Consent Order which will include cease and desist language.

34. 2020010681

Opened: 3/17/2020

First Licensed: 8/30/2000

Expires: 7/29/2021

Type of License: Principal Broker

History: None

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

Complainant states that Respondent engaged in unlicensed activity during their real estate transaction because the Respondent’s license was in expired status at the time.

Respondent filed a response stating that they mistakenly believed that they fulfilled all of the continuing education requirements, however, Respondent was missing their CORE requirement of six hours. Respondent states that they called and spoke with a licensing specialist who advised them that they were in the grace period and had sixty (60) days to fulfill the required six (6) hours. Respondent states that they completed the six (6) hours on 8/23/19.

Recommendation: \$1,000 civil penalty for unlicensed activity. Counsel verified that the Respondent's license expired on 7/29/2019 and was not in renewed status until 8/26/2019.

Decision: The Commission voted to accept counsel's recommendation of \$1,000.00 civil penalty for unlicensed activity and to include a Principal Broker CORE Continuing Education class to be completed within one hundred eighty (180) days that does not count toward renewal continuing education.

35. 2020014451

Opened: 3/17/2020

First Licensed: 12/29/2017

Expires: 12/28/2021

Type of License: Affiliate Broker

History: None

Complainant is an anonymous individual. Respondent is a real estate licensee.

Complainant alleges that Respondent is in violation of the advertising rules by failing to include the firm telephone number on their yard sign, newspaper ads, as well as their billboards. Complainant states that Respondent included their personal cellphone number instead. Complainant further alleges that Respondent advertises as if they have their own firm, but they do not have a valid firm license. Respondent also states that the Respondent's email address is larger than the firm's email address. Complainant further alleges that Respondent lists properties that are they are not the listing agent for and were not sold by Respondent. Complainant attached copies of the alleged non-compliant advertisements.

Respondent filed a response stating that they intend to comply with all of the statutes and rules. Respondent states that their name and telephone number appears on their yard signs and both are smaller than their broker's name, and the firm name and telephone number are both listed on the advertisements. Respondent states that all of their advertisements include the firm name and logo, along with the firm telephone number. With respect to the allegation that the Respondent posts listings that they do not have a listing agreement for, the Respondent states that they send out informational postcards that share some active and sold properties. The postcards indicate that the Respondent is only providing a market update and does not proprot to indicate that the listings belong to the Respondent. The postcards are simply sent out to let the county residents know what is going on in the real estate market. Respondent attached photos of the advertisements.

Recommendation: \$500 civil penalty. Counsel reviewed the attached documents. The postcard, yard sign, and Facebook page all appear to be in compliance; however, the billboard is not. The Respondent's name appears to be in larger letters than the firm's name. The billboard also does not include the firm's phone number as listed on file with the commission.

Decision: The Commission accepted counsel's recommendation, but also voted to assess and additional \$500.00 civil penalty for the billboard advertising violation.

36. 2020016441

Opened: 3/17/2020

First Licensed: 4/15/2002

Expires: 6/30/2021

Type of License: Principal Broker

History: None

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

Complainant alleges that Respondent's advertisement on Facebook is not in compliance with the advertising rules as the advertisement lists the Respondent's personal cell phone number. Complainant attached a copy of the Facebook advertisement.

Respondent filed a response stating that their licensee received a citation for the advertising violation and paid the citation. After receiving the citation, the Respondent immediately corrected the Facebook post. The Respondent is requesting that the Commission dismiss the complaint against them because their licensee made an honest mistake. Respondent further states that as a Principal Broker they are not able to monitor every single social media post that is made by their agents. Respondent states that it is not possible for a Principal Broker to catch every single mistake, but they have sent an email to every licensee in their firm to make sure that this mistake does not happen again.

Recommendation: \$500 civil penalty for failure to supervise.

Decision: The Commission accepted counsel's recommendation.

37. 2020017511

Opened: 3/30/2020

First Licensed: 1/14/2016

Expires: 1/13/2022

Type of License: Affiliate Broker

History: None

Complainant is a licensed Principal Broker. Respondent is a real estate licensee.

Complainant alleges that Respondent was caught on two separate occasions at two different properties rummaging through the property owner's items in their bathroom. On the first occasion, the Respondent alleges that they were looking for Excedrin. On the second occasion, the Respondent was accused of stealing 8 narcotic pills from the property owner's bathroom.

Respondent filed a response denying the allegations. Respondent states that during the first incident they were searching for Excedrin pills. During the second incident involving the prescription narcotics, the Respondent states that they did not steal the prescription medication and that it could have been their clients. Respondent states that they were "snooping looking for Excedrin Migraine pills as it for some reason is off the shelves." Respondent states that they will not do any showings alone or they will have the entire showing recorded. Respondent states that they believe that their client (the Buyer) was involved in stealing the narcotic pills. Respondent attached a copy of a drug screening they had conducted to prove that they are not on drugs.

Recommendation: Civil penalty of \$500.00 per occurrence for failure to exercise reasonable skill and care for a total of \$1,000.

Decision: The Commission voted to issue a Consent Order with a six (6) month suspension of the license.

38. 2020019581

Opened: 3/31/2020

First Licensed: 6/18/2008

Expires: 3/19/2022

Type of License: Affiliate Broker

History: 2010 Civil Penalty for failure to maintain E&O insurance

Complainant is a real estate licensee. Respondent is a real estate licensee.

Complainant alleges that Respondent engaged in unlicensed activity since their license expired in November 2017. Complainant provided a list of eight (8) homes that the Respondent sold during the time while their license was expired and two homes that are currently listed.

Respondent filed a response stating that they take full responsibility for letting their license expire as they were accustomed to their office manager sending them reminders when their license was close to expiring. Respondent states that they left their previous firm in February 2017 and it was not until October 2019 that Respondent's broker informed them that their license expired. Respondent states that as soon as they found out they called the Commission to do to renew. Respondent also discovered that the renewal letter was sent to the corporate office and not to their primary office address.

Recommendation: \$1,000 civil penalty per occurrence for unlicensed activity for a total of \$8,000.

Decision: The Commission accepted counsel's recommendation.

39. 2020022601

Opened: 3/31/2020

First Licensed: 7/27/2017

Expires: 7/26/2021

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee.

Complainant alleges that Respondent was supposed to oversee a home inspection. The Respondent provided the inspector and the potential Buyer with the key. When the owners of the property returned to the home, the key was not in the box. They contacted the Respondent and the Respondent stated that they could not be at the inspection due to a family reunion. The inspector therefore left the property with the owners' key in their possession.

Respondent filed a response stating that their clients had an inspection set for March 12, 2020 at the property, but it was rescheduled for March 14, 2020 due to the inspector not feeling well. Respondent informed their house team transaction coordinator to let them know that they would not be able to be at the inspection due to a previously scheduled family reunion. Respondent states

that they met the inspector at the property that morning to open the door. Respondent left the key box open so that the inspector could return the key when they completed the inspection. The listing agent contacted Respondent about the key, and they discovered that the inspector mistakenly took the key with them. The inspector then returned the key.

Recommendation: Letter of warning regarding reasonable skill and care.

Decision: The Commission voted to dismiss this complaint.

RE-PRESENTS

40. 202000221

Opened: 1/2/2020

First Licensed: 8/23/2017

Expires: N/A

Type of License: Time Share Exempt

History: None

Complainant is a Tennessee resident. Respondent is a registered timeshare resort.

Complainant states that they would like to cancel their timeshare interest they entered a contract with the Respondent. Complainant states that Respondent has deceived them.

Respondent filed a response stating that Complainant has been the owner of a timeshare interest since 2015 with subsequent purchases in 2016 and 2018. Respondent states that the Complainant signed and received the contract that fully disclosed the terms of the agreement.

Recommendation: Defer to next meeting. I have reached out to the Respondent for a copy of the full contract. Their offices have closed due to the coronavirus outbreak and will not be open until after the April meeting.

Decision: The Commission accepted counsel's recommendation.

New information: Counsel received the timeshare contract from Respondent, which includes the Complainant's signature with the appropriate rescission language.

New Recommendation: Dismiss.

New Decision: The Commission accepted counsel's recommendation.

41. 2019066641

Opened: 8/7/2019

Type of License: Unlicensed

History: None

Complainant is an out-of-state resident. Respondent is an unlicensed timeshare resort.

Complainant alleges that Respondent has received \$2,650 from them, but Respondent has not provided any of the services they promised. Complainant states that they sent them a certified

letter stating that they wanted to cancel their contract, but Respondent refused to cancel the contract and reimburse them. Complainant states that their certified letter of cancellation arrived in their mailbox at noon on May 15, 2019 within the 21-day cancellation window. Complainant states that to date they have not received any documents that were promised in the contract. Complainant states that they have called Respondent numerous times to no avail.

A copy of the Complainant's complaint was sent to Respondent. Respondent failed to provide a response.

Recommendation: \$1,000 civil penalty for unlicensed activity.

Decision: The Commission voted to accept Counsel's recommendation.

New Information: Respondent filed a response via their attorney stating that they are not in the business of creating or selling timeshares. They sell memberships in a vacation club which is owned by a different company. Respondent states that these memberships allow for Respondent's members to receive exclusive offers related to travel such as discounts for hotels and resorts, among other things. Respondent states that none of their employees are in the business of selling timeshares. Respondent provided supporting evidence of their contract with a timeshare company, which allows Respondent to market and sell exclusive vacation discounts.

New Recommendation: Dismiss.

New Decision: The Commission accepted counsel's recommendation.

ANNA MATLOCK

42. 2020010411

Opened: 2/8/2020

First Licensed: 3/7/2012

Expires: 3/6/2020

License Type: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant alleges they are in a "Contract to Sell" and have asked for the property to be taken off the market and the Respondent to come and get their sign and key box. The home was listed on 12/17/2019 and their request to remove on 1/27/2020. Complainant states Respondent has informed them due to the contract nothing is going to change on their own. Complainant states Respondent has continued to send agents to their home when they are no longer interested in selling. Complainant believes they are being harassed and pressured to sell so Respondent can collect their commission as a penalty for not selling their home. Complainant states their circumstances have changed and have requested Respondent to stop contacting Complainant and their family. Complainant attached their text messages with Respondent.

Respondent answered the complaint through their principal broker stating Complainant and Respondent are in an Exclusive Listing Agreement with Respondent and their firm. Respondent's principal broker claims an agent does not have the authority to cancel the listing or its provisions of the sign and lockbox without their broker's permission, as the listing agreement is a mutual agreement between the brokerage and the client. Respondent further states that the agreement provides if further states in the event a ready, willing, and able buyer is produced and a contract results, the seller agrees to compensate broker in an amount equal to the compensation which would have been due and owing broker had the transaction closed. Respondent states the contract provides even if no offers have been brought it requires the seller to an agreed-upon cancellation fee should the listing be released early. Respondent also provides evidence to confirm each showing appointment that was declined due to Complainant failing to confirm the appointment.

Based on the information provided by both parties, it appears that Complainant decided to cancel their listing agreement with Respondent. Respondent provided an executed version of the listing agreement confirming their response. Therefore, Counsel believes this is a contractual dispute regarding the cancellation fee or commission owed, which the Commission does not have jurisdiction. Therefore, based on the information provided Counsel finds no evidence that Respondent violated the rules and statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

43. 2020012391

Opened: 2/15/2020

First Licensed: 4/9/2019

Expires: 4/8/2021

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant states Respondent showed their property and allowed a client to use their master bathroom, which is evidenced by video surveillance in their home. Complainant states the client left the restroom disgusting and the cabinets had been ravaged by the client in search of toilet paper. Complainant states that Respondent left many of the individuals viewing the property unsupervised several times. Complainant provides pictures to support their claims.

Respondent answered the complaint stating they believe they were always present and felt comfortable allowing their clients to move through the home as they answered questions. After Respondent's clients left the home, they left the property and placed the keys in the lockbox. Respondent states their client regrets that toilet paper was left in disarray but disagrees with Complainant's description. Respondent states they will use this as learning opportunity to ensure they do a final walk-through after clients have exited the home, ensure a route for home viewings are planned with bathroom breaks in mind, and ask seller's agent about surveillance on the property to ensure confidentiality of all parties.

Respondent's principal broker also provided a response stating Respondent is a positive addition to their team and has always conducted themselves in a professional manner. Respondent's principal broker states they have discussed the issues in question and feel that Respondent handled everything in a professional and appropriate manner. Respondent's principal broker believes the actions were within reason, but Respondent has learned from this situation and will take greater strides to protect other's property. Counsel has reviewed all the pictures and documents in this complaint and does not believe that Respondent has intentionally violated any of the rules and statutes in this situation. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

44. 2020013141

Opened: 2/18/2020

First Licensed: 7/5/2017

Expires: 12/31/2020

Type of License: Course Instructor

History: None

Complainant is a licensee. Respondent is a licensed course instructor. Complainant states Respondent was extremely rude throughout the course and made a crude remark toward a specific real estate firm. Complainant also states Respondent chastised the class for taking a longer lunch break and threatened to keep students longer but ultimately did not do so. Complainant further states Respondent made inappropriate comments, believes the class was degrading, insulting, unprofessional, and Respondent did not turn in the roster timely.

Respondent answered the complaint refuting the claims made by Complainant. Respondent states their roster was submitted within the required timeframe, providing an email to support this statement. Respondent admits this was an incredibly stressful day for them and apologizes if Complainant viewed them as talking down to the class. Respondent states the class was rowdy and made several announcements attempting to regain control of the classroom. Respondent states they received positive comments from many of the other attendees and this complaint is the opposite of what they receive from local associations and attendees.

Based on the information provided by both parties, Counsel finds no evidence to support that Respondent violated any specific rules or statutes enumerated, as it appears to be more of an ethics-related complaint. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

45. 2020014311

Opened: 2/24/2020

First Licensed: 7/1/1996

Expires: 11/7/2021
Type of License: Principal Broker
History: None

Complainant is a Tennessee resident. Respondent is a licensed principal broker. Complainant alleges Respondent acted unprofessional and rude in their rental home. Complainant alleges their home was listed with “such a negative connotation” that it deterred prospective renters from waiting to rent their home. Complainant states they confronted Respondent about the listing and requested their home be placed on the MLS. Complainant also requested Respondent rewrite the listing to emphasize the good points about their home. Complainant states Respondent acted “incredibly mean and unprofessional.” Complainant states their interactions with Respondent has caused them much stress and the failure to rent the home has cost Complainant money.

Respondent answered the complaint denying allegations of being unprofessional and refutes Complainants allegations about the listing information. Respondent also states the home was not listed on the MLS as it was used on another platform, that goes to multiple sources and typically rentals properties rent quicker on that platform. Respondent states they had over seventy (70) calls about the home it was receiving top views on the site. Respondent provided screenshots of their conversations with Complainant to support their statements. Based on the information provided by both parties, it does not appear that Respondent has violated the rules and statutes and therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel’s recommendation.

46. 2020007381
Opened: 3/9/2020
First Licensed: 9/10/2010
Expires: 9/9/2020
Type of License: Affiliate Broker
History: None

This matter was referred by the Board of Contractors. Respondent is an affiliate broker. It appears through research that this complaint was previously presented before the Commission in 2017 (REC-2016068921) and subsequently dismissed. Therefore, as the allegations remain the same, no additional information has been provided, and the Commission has already decided, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel’s recommendation.

47. 2020012301
Opened: 3/9/2020
First Licensed: 7/28/2016
Expires: 7/27/2020

Type of License: Affiliate Broker
History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant states they are a pre-approved home buyer and saw a listing on the internet and the listing stated no showings would be until the end of February and no offers will be reviewed until the first of March. Complainant believes it is unethical to post a home three (3) weeks early and believes this type of behavior is unacceptable and an effort to generate traffic before even reviewing the information. Complainant states Respondent is “creating undue sales pressure” and “baiting” a listing. Complainant provides screenshots of the listing.

Respondent answered the complaint stating they have never met Complainant. Respondent states the dates were set due to a prior arrangement with the seller and they are following their fiduciary duty to be loyal to their client. Respondent also states no other agent or potential buyer has been permitted to see the home. Respondent provided the transaction information supporting the comment they were following the instructions of their client.

Complainant submitted a rebuttal stating it is an agent’s responsibility to educate a buyer and that an agent’s duty to a client does not mean they have to do whatever the seller or buyer wants. Based on the information provided, it appears Complainant’s issues stem with a potential ethics violation, which the Commission has no jurisdiction. Furthermore, after a review of the information Counsel finds no violations of the rules and statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel’s recommendation.

48. 2020014621

Opened: 3/17/2020

First Licensed: 5/2/2011

Expires: 5/1/2021

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant alleges Respondent approached their property informing them they would be facing a lawsuit due to the fact their property encroached on the property he was representing by forty (40) feet. Complainant also states Respondent informed them their garage may have to be torn down and Complainant informed Respondent they purchased the property from the contractor that built it and was sure all codes and permits were up to date. Complainant then called Respondent’s supervisor about the incident.

Respondent states they were representing a buyer and were informed of the issue concerning the property lines. Respondent states they measured the area and believed Complainant’s property encroached. Respondent admits to questioning Complainant and stated they determined they would hire a surveyor. The results of the survey are pending. Respondent’s principal broker also submitted a response stating they received a phone call from Complainant stating Respondent was

very rude. Respondent's broker informed them they should probably seek legal counsel on the property line issue and refrain from speaking to Complainant. Respondent's broker believes this is a situation for the court as it is a property line dispute. Counsel has reviewed all the information and believes this matter appears to be contractual or pertaining to a dispute of property lines, which the Commission does not have jurisdiction over. Therefore, Counsel recommends this matter be dismissed as Respondent has not violated any of the rules or statutes.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

49. 2020014791

Opened: 3/17/2020

First Licensed: 11/18/2016

Expires: 11/17/2020

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant states Respondent either deliberately or in sheer ignorance misrepresented conditions involved in the sale of a residential lot and the home that was built on it. Complainant states due to Respondent's actions they have been stressed and suffered financially. Complainant states they contracted for a specific home and did not receive that, and Respondent gave them a partial plat map and stated the area near their home would not have a house built next to Complainant's. Complainant filed a lawsuit against the builder as the house was not built to contract specifications. Also, Complainant states once they contacted their county's tax assessor's office they found out two (2) homes will be built next to theirs, obstructing their view.

Respondent answered the complaint stating they were contracted as a facilitator for the transaction and did their job with due diligence and have performed their job with the utmost respect and professionalism. Respondent states the land next to Complainant's is designated as a common area and there are park benches, and a grassy area. Respondent states it was never promised that homes would not be built in the development. Respondent also states Complainant signed Amendment #4 stating "all parties to this transaction agree to move forward amicably and without any legal or derogatory action" which is signed by all parties.

Based on the information provided by the parties, it appears that Complainant's issue is premature as no homes have been built next to theirs. Additionally, based on the information provided by Respondent they contacted the developer and at the time of the transaction provided Complainant with the most current information. Counsel finds no evidence that Respondent has violated any of the rules and statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

50. 2020016341

Opened: 3/23/2020
First Licensed: 3/1/2011
Expires: 2/28/2021
Type of License: Real Estate Firm
History: None

This matter was referred by the Division of Consumer Affairs. Respondent is an out of state resident and Respondent is a licensed real estate firm. Complainant alleges Respondent has violated the *Tennessee Uniform Residential Landlord and Tenant Act* (“TURLTA”) when they failed to give the tenant thirty (30) days’ notice to vacate the property. Complainant provides several emails to support their claims.

Respondent answered the complaint stating they informed Complainant of the expiration date and had the owner re-sign a management agreement to coincide with the termination date. Respondent states ultimately the tenant was able to find additional housing and moved out during the time requested and the owner regained possession on their requested date. Respondent provides a copy of the transaction file. Counsel recommends this matter be dismissed. The Commission does not have jurisdiction over TURLTA, or landlord/tenant matters and it does not appear Respondent has violated any of the rules of statutes of the Commission.

Recommendation: Dismiss.

Decision: The Commission accepted counsel’s recommendation.

51. 2020018811

Opened: 3/23/2020
First Licensed: 5/25/1983
Expires: 9/20/2020
Type of License: Real Estate Firm
History: None

Complainants are Tennessee residents. Respondent is a licensed real estate firm. On January 27, 2017, Complainants allege that when they arrived to do their walk-through before closing none of the items listed in the Purchase and Sale Agreement were completed. Complainants did not close that day. Complainants also state at the time they purchased the home it was listed as being on “sewer” and it is on “septic.” Complainants filed a civil lawsuit on May 25, 2017 and found it would cost additional money to convert to sewer, but this has not been done as there are currently no issues with the system. In March 2020, Complainants are attempting to list their home and due to a construction permit and septic problems they are unable to list the property for four (4) bedrooms. Complainants state their agent informed them they would have to convert the system if a potential buyer is approved for an FHA or VA loan. Complainants admit the sewer versus septic issue is the fault of their local city’s department.

Respondent answered the complaint through their principal broker. Respondent states they were the listing firm and the tax record shows the property as sewer. Respondent also states there were delays with the required repairs, but those were corrected and closing occurred without further issue and Complainants acknowledge the repairs were made. Respondent also states the

civil lawsuit was dismissed and provided court documents. Respondent states they never intended to defraud or misrepresent the property and the city also had an error in their system. Respondent states that standard forms were used and signed, including the Property Disclosure Exemption form.

Based on the information provided, it appears this matter is outside the two (2) year statute of limitations as the issues with Respondent occurred in 2017. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

52. 2020020221

Opened: 3/31/2020

First Licensed: 11/7/2016

Expires: 11/6/2020

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant alleges they inquired about purchasing a home and wanted Respondent as their agent. Complainant further states they disclosed information about their credit and that Respondent shared screenshots of their conversation concerning the credit with their friends and were posted publicly without their permission. Complainant believes this conduct is unprofessional.

Respondent answered the complaint stating they do not intend to defend their actions and would like to provide context to the situation. Respondent states there was a trending social media post about them in a group and they felt bullied, upset, and angry. Respondent states they felt it was in their best interest to defend themselves and sent a private message with the screenshots in question, that were later shared with the entire group. Respondent admits their actions were wrong and they were attempting to clear their name. Respondent states they never had a Buyer's Representation Agreement with Complainant and were contacted by Complainant, unsolicited, concerning financing and a few listings. Respondent states Complainant has contacted several individuals and they have lost listings. Respondent states they apologize to anyone who feels wronged by their actions and they take responsibility. Respondent submitted screenshots as support.

Based on the information provided, it appears this matter is more of an ethics complaint, which the Commission does not have jurisdiction over. Complainant was not a client of Respondent, and neither party provided a copy of the comments in question. Therefore, based on the information and lack of evidence provided, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

53. 2020021421

Opened: 3/31/2020
First Licensed: 11/7/2016
Expires: 11/6/2020
Type of License: Real Estate Broker
History: None

Complainant is a Tennessee Resident. Respondent is a licensed real estate broker. Complainant states they have been waiting for a foreclosed property to be listed for four (4) months. Once the property was listed, Respondent visited the site and was prepared to make an offer above asking price. Complainant was informed that Respondent would be accepting offers for two (2) weeks and then submit them to a bank, as this property was a foreclosure. Complainant contacted the bank and was informed that foreclosed homes must be listed for a minimum of ten (10) days since it bank-owned. Complainant believes this process is not "fair and balanced" and would like to place an offer on this property.

Respondent answered the complaint explaining the delay in posting the home for foreclosure was due to a merger between two banks. Once this was settled the property was listed. Respondent states once the property was listed, they had five (5) showings and one resulted in an offer being made. Respondent then states they submitted the written offer to their client. Respondent denies informing Complainant the offers would be held for two (2) weeks and there were no negotiations between Complainant as their agent decided to "sit for a while." Respondent provides email correspondence to support their claims. Based on the information provided, Counsel finds no evidence to support Respondent has violated the rules or statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

54. 2020017431

Opened: 3/31/2020
First Licensed: 3/22/2018
Expires: 3/21/2022
Type of License: Real Estate Firm
History: None

Complainants are timeshare owners. Respondent is a timeshare company and licensed real estate firm. Complainants allege Respondent was deceitful and misrepresented during a sales presentation. Specifically, Complainants state they have been unable to use the purchase they have made. Complainants allege nothing was explained to them in detail and the information was watered down and summarized. Following a meeting in February 2019, Complainants were offered to upgrade their package and ultimately rescinded within the time period, however, the original contract remained intact. Complainants allege they were pressured into making this purchase and were told misrepresentations. Complainants request Respondent to release them from the contract and refund their money.

Respondent answered the complaint denying Complainants' allegations, specifically stating the sales presentation they attended was comprehensive and thorough. Additionally, Respondent states Complainants failed to rescind their contract within the statutory timeframe. Respondent states since Complainants signed the appropriate paperwork and failed to rescind their contract, they will not agree to release Complainants from the contract. Based on the information provided, Complainants failed to exercise their recession rights during the ten (10) day period and signed the contract. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

55. 2020014441

Opened: 3/31/2020

First Licensed: 8/23/2017

Expires:

Type of License: Time Share Exempt

History: None

Complainants are timeshare owners. Respondent is a licensed timeshare company. Complainants allege certain misstatements and other irregularities occurred during the sales presentation that Complainants took part in. Additionally, Complainants are unable to access the resort network on reasonable terms and conditions. Complainants allege during the sales presentation they were told false information regarding their purchase. Complainants allege they were unable to read the documents provided and they felt extremely pressured during the process. Complainants seek to rescind their contract.

Respondent answered the complaint stating Complainants purchased a contract on April 30, 2019. Respondent states reservations are confirmed on a first-come, first-serve basis and based on availability. Respondent states the contract documents signed by Complainants fully disclose the agreement between Complainants and Respondent. Specifically, Complainants signed the Buyer's Acknowledgement, Ownership Review, and Quality Assurance Review, which given at the time of purchase. Complainants have since attempted to use the timeshare on several occasions. Respondent states after a research, they did not find any information to substantiate the allegations made by Complainants. Respondent provided a copy of transaction file. Since Complainants signed the contract and did not exercise their rescission rights within the statutory required time period, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

56. 2020013881

Opened: 3/31/2020

First Licensed: 8/23/2017

Expires:

Type of License: Time Share Exempt

History: None

Complainant is a timeshare owner. Respondent is a licensed timeshare company. Complainant makes several allegations against Respondent including high pressure sales tactics, phone calls to their home and texts from sales representatives, harassment and intimidation, misrepresentation, deceptive practices, pressure to pay for additional credit cards, inaccurate financial advice, exaggerated fear of loss, and theft. Complainant states they have suffered financially from this transaction and request for their contracts to be cancelled and their money refunded. Complainant provides copies of text messages and the contract documents.

Respondent answered the complaint stating Respondent has been an owner since 2007 and made additional purchases in 2010, 2011, 2014, 2015, and February 2018. Respondent states the contract documents signed by Complainant fully disclosed the agreement between Complainant and Respondent, including the Buyer's Acknowledgement, Ownership Review, Quality Assurance Review, and Owner Understanding, all which Complainant signed. Respondent further states they have no history of past complaints pertaining to Complainant and they have continued to utilize both ownerships. As a gesture of goodwill, Respondent has cancelled one of Respondent's contracts with a refund and reinstated their previous contract. Respondent further states Complainant is severely delinquent, which is a breach of their contract. Respondent closes by stating they do not have information substantiating their allegations and deny Complainant's cancellation request. Respondent provided Counsel with the contracts for review. Counsel finds that Complainant failed to exercise their rescission rights during the statutory-mandated time period and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

57. 2020016821

Opened: 3/17/2020

First Licensed: 7/27/2007

Expires: 7/26/2021

Type of License: Real Estate Firm

History: 2015 Consent Order for improper dealing and failing to exercise reasonable skill and care

This matter was referred from the Division of Consumer Affairs. Complainant is a timeshare owner. Respondent is a licensed timeshare company and real estate firm. Complainant purchased their timeshare in January of 2016 and states they were misled about the price per point, have had difficulty contacting Respondent, and that certain issues were not explained during the sales presentation. Complainant states they have used their timeshare twice and both times were required to attend an owners meeting, which they claim is a time to pressure an upgrade. Complainant requests their contract be cancelled. Complainant has provided copies of letters sent to Respondent.

Respondent answered the complaint stating Complainant purchased a contract in January 2015 and January 2016. Respondent states the sales presentations are voluntary and members have the right to decline the invitation, and Complainant has attended eight (8) presentations. Respondent

states Complainant signed the Purchaser/Member Beneficiary Acknowledgement stating they were not under duress or undue influence and this did not impact their decision to purchase the contract. Respondent states Complainant is delinquent in their account and are denying their request to cancel the contract. This matter falls outside the two (2) year statute of limitations, but nonetheless, Counsel finds that Complainant failed to exercise their rescission rights during the statutory-mandated time period and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

58. 2020012541

Opened: 3/17/2020

First Licensed: N/A

Expires: N/A

Type of License: Time Share Registration

History: None

Complainants are timeshare owners. Respondent is a licensed timeshare company. Complainants state they have been owners since the summer of 2013 and have updated their timeshare at least three (3) different times. Complainants state it was not explained clearly about the interest beginning with each new purchase and that they would in fact be paying more to Respondent. Complainants state they felt pressured to make decisions at every presentation and if they left the offer would expire. Complainants are requesting to be released from their contract. Complainants provide letters sent to Respondent and portions of their contract.

Respondent answered the complaint stating Complainant upgraded their purchase as recently as March 2019. Respondent further states Complainants were explained the financing terms, including the interest rates, and Complainants signed both agreements. Respondent states Complainants were afforded the right to cancel their purchase within the state mandated rescission period, and they did not elect to cancel their purchase within that time period. Respondent states if Complainants would like to dispose of their purchases, they may contact their sales department to inquire about selling. Based on the information provided by both parties, Counsel finds that Complainant failed to exercise their rescission rights during the statutory-mandated time period and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

59. 2020011071

Opened: 3/9/2020

First Licensed: 8/23/2017

Expires:

Type of License: Time Share Registration

History: None

Complainants are timeshare owners. Respondent is a licensed timeshare company. Complainants allege they signed a contract under false pretense, which they believe is illegal and makes the transaction illegitimate. Complainants state they were bated with lies in order to agree to purchase and upgrade their timeshare. Complainants state during the sales presentation they were told several pieces of false information and were subjected to a dishonest sales pitch. Complainants allege they have been left with debt they can no longer afford to pay and are seeking termination of both contracts and complete reimbursement.

Respondent answered the complaint stating in the absence of verifiable details in the complaint, they must rely on their signatures acknowledging Complainants' understanding and agreement to the terms of purchase. Respondent states that all sales presentations are optional and individuals are welcome to leave at any time. The purchase in question was made on December 31, 2016 and then upgraded on August 25, 2017. Respondent states Complainants signed the Buyer's Acknowledgement, Ownership Review, and Quality Assurance Review that were received at the time of purchase and are used to assist a purchaser in avoiding misunderstandings and to aid them in understanding the product they are purchasing. Respondent further states they have no record of history of complaints pertaining to Complainants' claims. Furthermore, Complainants' account is severely delinquent, and this is viewed as a breach of their contract. Therefore, Respondent deny the request for cancellation. It appears both matters fall outside of the two (2) year statute of limitations. Nonetheless, Counsel finds that Complainant failed to exercise their rescission rights during the statutory-mandated time period and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

60. 2020004681

Opened: 2/24/2020

First Licensed: 8/23/2017

Expires: N/A

Type of License: Time Share Registration Exempt

History: None

This matter was referred from the Division of Consumer Affairs. Complainant is a timeshare owner. Respondent is a licensed timeshare company. Complainant states they have asked for assistance in waiving their fees. Complainant alleges they were under the influence of strong prescription drugs for their mental health. Complainant states in order to have a binding contract, the contract must "result from a meeting of the minds of the parties in mutual assent to the terms, must be based upon sufficient consideration, free from fraud or undue influence, not against public policy and sufficiently definite to be enforced." Complainant alleges this contract was obtained fraudulently and requests this contract be annulled and requests refund of their money.

Respondent answered the complaint and apologized to Complainant for any service challenges or inconveniences they may have incurred. Respondent states Complainant entered a contract on April 23, 2011 for an undivided interest in one of their properties. Respondent states that sales

presentations are not mandatory, and individuals can leave at any time. Respondent further states the contract documents completed by Complainant include all pertinent information regarding specific written disclosures and their ownership. Respondent also states Complainant has utilized their points for travel and have no record of complaints prior to this complaint. Respondent states they have followed all state laws and regulations and were unable to substantiate the statements made by Complainant. However, Complainant's maintenance fees and loan were severely delinquent, and they were considered in default and the contract was cancelled on September 26, 2019. Counsel finds that Complainant failed to exercise their rescission rights during the statutory-mandated time period, and additionally the contract in question was cancelled. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

61. 2020002991

Opened: 3/17/2020

First Licensed: 2/14/2018

Expires: 2/13/2022

Type of License: Real Estate Agent – Time Share Salesperson

History: None

Complainant is a timeshare owner. Respondent is a licensed timeshare salesperson. Complainant's complaint is submitted on their behalf through counsel. Complainant states they acquired their timeshare interest following a four (4) hour high-pressure sales presentation conducted by Respondent. Complainant alleges Respondent convinced them to upgrade their timeshare through false assurances, which ultimately resulted in exorbitant monthly fees beyond Complainant's financial abilities. Complainant states they are willing to release their right to file any regulatory complaints and reconvey the timeshare back to Respondent in exchange for a written release, releasing Complainant from all debts.

Respondent answered the complaint through their attorney. Respondent's attorney states Complainant has been an owner for over thirty (30) years and regularly traveled using their ownership and made additional purchases through Respondent over the years. Respondent's attorney states Respondent thoroughly covered all terms of the contract and field all questions of Complainant to insure they were aware of the terms of purchase. Respondent's attorney also states Respondent's manager conducted a Quality Assurance Review to ensure Complainant was clear on all the details of their purchase before going into closing. Complainant signed the Buyer's Acknowledgement, Ownership Review, and Quality Assurance Review. Respondent's attorney states that Complainant's accounts are severely delinquent and in breach of their contract. Since Complainant signed the agreements and did not act during the statutorily mandated rescission period, Counsel finds that Respondent did not violate the rules and statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

Note on Complaints #62-65: Complaints 202011301, 2020013711, 202011301, and 2020012001 are all related.

62. 2020011301

Opened: 2/10/2020

First Licensed: 8/3/2015

Expires: 8/2/2021

License Type: Real Estate Firm

History: None

Complainants are homeowners. Respondent (“Respondent Firm”) is a licensed real estate firm. Complainants state in 2015 they purchased a lot they are now building a home on. The house is almost ready for occupancy and Complainants have paid the development for the water meter/hook up. Complainants state now that the developer is refusing to provide water to their home or proper internet service. Complainants state they have already trenched and ran conduit for the water and internet at their home. Complainants also state Respondent Firm is charging four times the cost of water in their development.

Respondent Firm answered the complaint through their principal broker (“Respondent 1”) stating this complaint is not a real estate matter but is in litigation between Complainants and the Property Owners Association. Respondent 1 provided an email excerpt sent to the Association concerning Complainants, which resulted in Complainants filing a lawsuit pertaining to the same issues that was ultimately dismissed.

Based on the information, it does not appear that this matter falls within the jurisdiction of the Commission, Counsel finds no evidence to support Respondent Firm has violated any of the rules and statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel’s recommendation.

63. 2020012001

Opened: 2/13/2020

First Licensed: 3/19/2012

Expires: 8/2/2019

Type of License: Principal Broker

History: None

Complainants are the same from 2020011301. Respondent (“Respondent 1”) is an expired principal broker. Respondent 1 answered the complaint stating this matter is a dispute between Complainants and a private internet service provider. Respondent 1 states this issue pertaining to internet and failure of Complainants to pay their final draw for a custom home. Based on the information provided, Counsel believes this matter does not fall under the jurisdiction of the Commission and recommends this matter be dismissed for lack of jurisdiction.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

64. 2020013711

Opened: 3/17/2020

Unlicensed

History: None

Complainant is one of the Complainants from 2020011301. Respondent ("Respondent 2") is an unlicensed individual. Complainant alleges that Respondent 2 is showing properties, discussing properties, and other property details with the public without a license for Respondent Firm. Complainant states they have searched through the Commission's website and have not found a license. Complainant alleges they have a friend that was given a tour by Respondent 2. Complainant provides no further documentation or contacts to support their claims.

Respondent 2 answered the complaint denying Complainant's allegations. Respondent 2 states they do not pose nor act as a certified real estate industry. Respondent 2 does not receive compensation from Respondent Firm and is only an employee of the developer. Respondent 2 also states that Complainant has a personal vendetta against the community in question and they have never been in contact with, nor met Complainant. Based on the information provided, Counsel finds insufficient evidence to prove unlicensed activity by Respondent 2. Respondent 2 is an employee of the developer and not Respondent Firm for the community. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

65. 2020013981

Opened: 2/21/2020

First Licensed: 3/19/2012

Expires: 8/2/2019

Type of License: Principal Broker

History: None

Complainant is the same from 20011301 & 2020013711. Respondent ("Respondent 1") is the principal broker for Respondent Firm. Complainant alleges that Respondent 1 does not have an active real estate license.

Respondent 1 answered the complaint stating Complainant has ongoing issues with the property owners and the property owner's association. Respondent 1 denies that Respondent 2 works for Respondent Firm or receives compensation from Respondent Firm. Respondent 1 states Respondent 2 is directly employed by the developer. Respondent 1 further states Respondent Firm has an active license and does not expire until August 2021.

Counsel conducted their own research and Respondent 1 is correct that Respondent Firm has an active license. However, Respondent 1's principal broker license has been expired since August

2, 2019. Therefore, Counsel recommends Respondent 1 be issued a one thousand dollar (\$1,000.00) civil penalty for unlicensed activity.

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty.

Decision: The Commission accepted counsel's recommendation.

66. 2020010081

Opened: 2/7/2020

First Licensed: 12/1/2016

Expires: 11/30/2020

Type of License: Principal Broker

History: 2018 Consent Order with \$1,000 civil penalty and 4 hours CORE CE for providing cash rebates in conjunction with a real estate transaction

This is an administratively opened complaint. Respondent is a principal broker. On February 4, 2020 the Commission voted to open a complaint against Respondent, in lieu of the complaint against their firm. Previously the complaint was opened against an administrative assistant of one of Respondent's clients that was representing themselves as the owner of a property and representing the seller of the property without a license. Furthermore, this individual was accused of forging electronic signatures and completing a Property Disclosure Form representing themselves as the agent. Respondent answered on behalf of the previous individual stating they had been granted permission to sign documents to list the property on the seller's behalf. Respondent's assistant was assessed a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity, as no evidence was presented to support the claim they were permitted to act on behalf of the owner. Additionally, the individual was listed as the seller and Respondent as the listing licensee, and the forms used contained Respondent's name.

Respondent answered the complaint stating their system is completely online and clients come in by visiting the website and purchasing a package. Respondent states forms are generated based on the information provided by the person completing the form and then go to the email address submitted through the process. Respondent states the system specifically asks if the person completing the form is the owner or not and provides options if they are not, occasionally someone will make a mistake or typo. Respondent states they believe this to be a misunderstanding of their process when the information was submitted, and the Complainant did not understand this when filing the complaint. Respondent submitted a letter from the seller stating this individual has been their assistant for sixteen (16) years and is authorized to be their designated representative to handle specific aspects, including this transaction. Respondent also attached a copy of the form completed which lists seller's assistant was "primary owner" and "secondary owner" the response is "no."

Based on the information provided, it appears that administrative assistant was permitted to complete the necessary forms on behalf of the seller. Additionally, the administrative assistant is the individual that completed the initial forms for the seller, not Respondent. Therefore, Counsel finds no violation of the rules and statutes by Respondent and recommends this matter be dismissed.

Recommendation: Dismiss.

Decision: The Commission accepted counsel's recommendation.

67. 2020010691

Opened: 2/10/2020

First Licensed: 1/14/2008

Expires: 1/13/2022

License Type: Affiliate Broker

History: None

This is an administrative complaint opened by the Commission. Respondent is a licensed affiliate broker. The previous complaint was opened against Respondent's former firm ("Firm"). In the original complaint, Complainant alleged they entered a twelve (12) month listing agreement with Firm in September of 2018. On or about September 22, 2018, Complainant states they received a listing agreement indicating a cooperative agent commission of three percent (3%). Complainant also alleges on July 24, 2019, they also received a copy of the agreement listing the same. Upon expiration of the contract, Complainant discovered the MLS showed a two-point five percent (2.5%) buyer's agent commission. On September 23, 2019, Respondent sent another copy of the listing agreement indicating the two-point five percent (2.5%) cooperative agent commission. Complainant alleges Respondent changed this agreement without their knowledge and this change demotivated other buyers' agents. Complainant states they requested a full release from Respondent along with a right of first refusal during a contract negotiation, both of which were denied. Firm conceded Respondent was an independent contract real estate agent with them.

Respondent answered the complaint through their attorney. Respondent's attorney states they have been licensed for eighteen (18) years with professional and exemplary behavior and this is the first complaint filed against them. Respondent's attorney states this concerns an "innocent clerical mistake" regarding the cooperating commission when it was listed as two-point five percent (2.5%) when it should have been listed as three percent (3%). Respondent's attorney states this error was not brought to Respondent's attention until after the listing had expired, otherwise Respondent would have corrected the mistake. Respondent's attorney states Respondent released Complainant from their contract in a timely manner and in fact, Respondent was fired. Respondent's attorney states there is not "...any competent evidence for this Commission to consider that can support the notion that a 2.5% sharing commission vs a 3% sharing agreement, had any effect on the marketability of this property." Respondent's attorney closes stating this was a clerical mistake that Respondent attempted to remedy and due to multiple offers on the home, the sharing commission "is and was not a total nonfactor."

Based on the information by Respondent's attorney, Respondent made an error. Counsel is unable to ascertain whether this error had an impact on the sale of the property. However, it does appear that this Respondent has failed to diligently exercise reasonable skill and care in providing services to all parties of the transaction. Therefore, Counsel recommends Respondent be issued a Letter of Warning, advising Respondent of the duties owed to all parties outlined in Tenn. Code Ann. § 62-13-403.

Recommendation: Letter of Warning.

Decision: The Commission voted to issue a Consent Order with a \$1,000.00 civil penalty and four (4) hours of Continuing Education in Contracts to be completed in one hundred eighty (180) days above and beyond any continuing education requirements.

68. 2020011141

Opened: 2/11/2020

First Licensed: 5/25/2010

Expires: 5/24/2020

License Type: Real Estate Firm

History: None

This matter was referred by the Division of Consumer Affairs. Complainant is an out of state resident. Respondent is a licensed real estate firm. Complainant states they purchased a Tennessee property in December 2018 for a few friends. Complainant contracted Respondent for property management services. Complainant alleges one of the representatives of Respondent stated they would go to the property for inspections once a month since Complainant resides out of state. Complainant states they discovered no representatives from Respondent went to inspection until February 2019. Complainant alleges Respondent was difficult to contact via phone and email. Complainant then details several issues with the home that Respondent failed to respond to and owes Complainant one thousand four hundred forty-seven dollars and thirty cents (\$1,447.30) from rental income from September 2019 to January 2020. Complainant says a representative of Respondent suggested they file an eviction notice for the tenants because they were failing to pay timely and full payments. Following the notice, Complainant gave the tenants another opportunity. On January 29, 2020 Complainant sent Respondent a notice informing them they would not renew their contract.

Respondent answered the complaint through an affiliate broker for the firm. Respondent states the tenants that Complainant arranged to live in the home would not have passed Respondent's background check and not have been allowed to rent from Respondent. However, Complainant paid the utilities, furnishings, and groceries for the tenants. Respondent refutes the fact that monthly inspections are part of their practice, Respondent states quarterly inspections or as needed to not intrude on the tenant's right to quiet enjoyment of their home. Respondent states Complainant did not receive full rental payment amounts due to the tenants' failure to pay. Respondent provides email documentation to support explaining these finances to Complainant. Respondent also denies any issues regarding maintenance tasks as they have no record of these requests. Respondent acknowledges they owe Complainant five hundred dollars (\$500.00) of their reserve and are happy to release this once the issue is resolved. Respondent provided copies of the financial agreements and emails with Complainant.

Respondent has admitted to failing to pay Complainant five hundred dollars (\$500.00) of their reserve. Counsel recommends Respondent be assessed a five hundred dollar (\$500.00) civil penalty of violation of Tenn. Code Ann. § 62-13-312(b)(5) for failing, within a reasonable time to account for or remit any moneys coming into the licensee's possession that belongs to others.

Recommendation: Five Hundred Dollar (\$500.00) civil penalty.

Decision: The Commission voted to dismiss this complaint.

69. 2020008361

Opened: 3/17/2020

Type of License: Unlicensed

History: None

Complainant is anonymous. Respondent is an unlicensed limited liability company. Complainant alleges Respondent is operating unlicensed as unlicensed vacation lodging service and provides a link to Respondent's website.

Respondent answered the complaint through their owner, stating they are unaware of what this complaint is about, and they are a licensed real estate agent. Complainant further states all properties are owned or rented by them personally. Through research it appears that Respondent is operating an unlicensed vacation lodging service. While Respondent's owner may be licensed as a real estate agent, Respondent is a limited liability company that is unlicensed, and appears not to be the owner. Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity.

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty.

Decision: The Commission accepted counsel's recommendation.

70. 2020019391

Opened: 3/23/2020

First Licensed: 12/27/1985

Expires: 1/6/2021

Type of License: Principal Broker

History: None

This is an administrative complaint opened by the Commission. Respondent is a licensed principal broker. The complaint alleges Respondent has been using certain designations they do not possess.

Respondent answered the complaint stating they at no point have no made any false promises through affiliate brokers, brokers, or other persons. Furthermore, Respondent states they are unaware of any outstanding invoices for their designation and are not attempting to promote their own interest and deceive the general public. Respondent has removed the designations from their social media. Counsel has conducted a search to determine if Respondent appeared on the databases for the three (3) designations in question. Counsel was unable to find Respondent's name on any of the sites. Therefore, Counsel recommends Respondent be assessed a Five Hundred Dollar (\$500.00) civil penalty per designation for violation of Tenn. Code. Ann. § 62-13-312(b)(4) for using membership in any real estate association or organization of which licensee is not a member.

Recommendation: One Thousand Five Hundred Dollar (\$1,500.00) civil penalty, or Five Hundred Dollars (\$500.00) per violation of Tenn. Code. Ann. § 62-13-312(b)(4).

Decision: The Commission voted to issue a civil penalty of \$1,000.00 per violation for a total civil penalty of \$3,000.00 for violation of Tenn. Code. Ann. § 62-13-312(b)(4).

Chairman Griess adjourned the meeting at 12:20 P.M.