



STATE OF TENNESSEE¹⁰²
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 April 07, 2021 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: Commissioner Joe Begley, Commissioner Geoff Diaz, Commissioner DJ Farris, Commissioner Marcia Franks, Commissioner Steve Guinn, Commissioner Jon Moffett, Commissioner Joan Smith, Commissioner Stacie Torbett, & Chairman John Griess. Quorum Confirmed. Others present: Executive Director Caitlin Maxwell, Associate General Counsel Anna D. Matlock, Associate General Counsel Shilina Brown, Associate General Counsel Pamela Vawter, Paralegal Carol McGlynn, Education Director Ross White, and TREC staff member Aaron Smith.

The April 07, 2021 board meeting agenda was submitted for approval.

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

Minutes for the March 10, 2021 board meeting were submitted for approval.

Motion to approve the March 10, 2021 minutes was made by Commissioner Diaz and seconded by Commissioner Begley. Motion passed unanimously by roll call vote. Vice-Chair Franks abstained.

INFROMAL CANDIDATE APPEARANCE

Mark Sawyer and Principal Broker Sue Acee appeared before the commission to obtain approval for Mr. Sawyer's TimeShare Salesperson license.

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

WAVIER REQUEST

Director Maxwell presented Tammy Johnson to the commission. Ms. Johnson requested a refund in the amount of \$400.

Motion to approve the request was made by Vice-Chair Franks and seconded by Commissioner Diaz. Motion passed unanimously by roll call vote.

Director Maxwell presented Nick Aryan to the commission. Mr. Aryan requested a refund of the E&O penalty in the amount of \$400

Motion to approve the request was made Commissioner Diaz and seconded by Vice-Chair Franks. Motion passed unanimously by roll call vote.

Director Maxwell presented Clifton Lay to the commission. Mr. Lay requested Waiver of E&O penalty in the amount of \$400

Motion to approve the request was made Commissioner Begley and seconded by Commissioner Moffett. Motion passed unanimously by roll call vote.

EDUCATION REPORT

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

Motion to approve courses A1-A59 was made by Commissioner Diaz and seconded by Commissioner Moffett. Motion passed unanimously by roll call vote.

Education Director Ross White presented Instructor Bios to the commission.

Motion to approve instructors was made by Commissioner Diaz and seconded by Commissioner Smith. Motion passed unanimously by roll call vote.

EXECUTIVE DIRECTOR'S REPORT

Director Maxwell updated the Commission on the topics below.

- **PSI:** Director Maxwell advised of complaints received regarding PSI. Some of the issues related to registration and no-show proctors. She will be meeting with PSI to address these concerns.
- **MISCELLANEOUS:** Director Maxwell advised that we are awaiting the Governor's Executive Order regarding "Electronic Meetings." We will prepare for a meeting in West

TN subject to change based upon the Governor's order.

COMMISSION DISCUSSION:

The Commission discussed the TN Excel Conference. They also discussed the May Commission meeting and traveling to West, TN. The location of the meeting is still to be determined.

LEGISLATIVE UPDATE:

The Commission was updated on several bills under consideration by the General Assembly. First, SB0569/HB0605 would allow for persons licensed by TREC to receive compensation directly to a business entity owned by the licensee and created for the purpose of receiving compensation earned by the licensee for acts regulated by TREC. The business entity is not required to be licensed as long as the sole owner of the entity is licensed by TREC. Secondly, SB0771/HB078 would amend the education and recovery account requirements to remove the requirement of providing a court order of competent jurisdiction, the time required for a petition, deleting the section previously requiring a valid judgment and termination of all other reviews, appeals, and judgments after fifty (50) days allowing easier accessibility of funds to aggrieved persons, removes the Tennessee resident requirement of forty-five (45) days and removes the requirement to prominently display license on the wall, instead a digital library is permitted. SB085/HB0918 will amend the Short-Term Rental Unit Marketplace statutes that would exempt vacation lodging services from this section.

CONSENT AGENDA:

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

A motion to accept counsel's recommendation for cases 1-60 with exception of the following cases, which were pulled for further discussion: 2021011591, 2021002551, 2021013171, 2021008791, 2021011561, 2021013421. This motion was made by Commissioner Guinn and seconded by Commissioner Moffett. Motion passed unanimously by roll call vote.

After further discussion by the Commission on complaint 2021011591, Vice-Chair Franks made the motion **to accept counsel's recommendation**. The motion was seconded by Commissioner Diaz. Motion passed unanimously by roll call vote.

After further discussion by the Commission on complaint 2021002551, Commissioner Farris made the motion **to authorize a formal hearing and issue a Consent Order with a \$500.00 civil penalty for failure to disclose pertinent information regarding a transaction**.

The motion was seconded by Commissioner Diaz. Motion passed 6-3 with Commissioner Diaz, Vice-Chair Franks, and Commissioner Guinn voting against.

After further discussion by the Commission on complaint 2021013171, Commissioner Smith made the motion to **accept counsel's recommendation, and also voted to add four hours of CE in contracts which will not count toward continuing education requirements for maintaining licensure.** The motion was seconded by Commissioner Diaz. Motion passed unanimously by roll call vote. Further discussion regarding the opening of an administrative complaint against the principal broker. Motion failed 5-4.

After further discussion by the Commission on complaint 2021008791, Commissioner Diaz made the motion to **accept counsel's recommendation.** The motion was seconded by Commissioner Moffett. Motion passed unanimously by roll call vote.

After further discussion by the Commission on complaint 2021011561, **The Commission voted to defer this matter to the next Commission meeting.** Motion was made by Vice-Chair Franks.

After further discussion by the Commission on complaint 2021013421, Commissioner Farris made the motion to **authorize a formal hearing and issue a Consent Order with a \$1,000.00 civil penalty for failure to exercise reasonable skill and care.** The motion was seconded by Commissioner Diaz. Motion passed unanimously by roll call vote.

New Matters

Shilina Brown:

1. 2020094811
Opened: 1/4/2021
First Licensed: 7/25/2017
Expires: 7/24/2021
Type of License: Affiliate Broker
History: None

The Complainant is a licensed Tennessee Principal Broker and Auctioneer for a licensed Tennessee Auctioneer firm. The Respondent is a licensed Tennessee Affiliate Broker.

The Complainant alleges the Respondent never provided the signed property disclosures and never provide with the agency disclosure with the Respondent's client. The MLS sub-agency commission was 2% and was posted on the MLS along with all the required disclosures. The Complainant was compelled to agree to a 1% commission later in the

transaction because the Respondent demanded a 3% commission and the Seller was a neighbor and friend for the past twelve years and the Respondent demanded a 3% commission. The Complainant stated the Respondent failed to perform the necessary due diligence, never viewed the property and had an inspection done on the property. The Respondent also failed to send the first Amendment to the contract to the other real estate agent involved in his transaction. The Complainant states the Respondent was motivated to get an extension from the Complainant's client to allow the Buyer to allow additional time for the Buyer to attempt to cancel the transaction during the 60-day feasibility period. The Complainant stated the only contingencies were that both properties were to close simultaneously. The Complainant alleges the Respondent engaged in misrepresentation, acted unprofessionally, failed to furnish copies of all documents, and engaged in several ethical violations.

The Respondent provided a response and stated the transaction was completed within 14 days from the initial contract. This was a cash buyer and all parties were 100% satisfied. The Respondent provided documentary proof the commission to the Respondent was to be 3%. Also, the Complainant attempted to increase the sale price to \$744,000 which included the Respondent's Buyer paying the transfer taxes. The higher price was an effort by the Complainant to obtain a matching 3% commission so that the client could end up with a net proceeds from the sale of \$700K. The Complainant later sent a counteroffer with a higher price of \$750K. The Respondent's client agreed to the purchase price of \$748,290 and this allowed the Complainant to obtain a 3% commission. In fact, the Buyer even allowed for the current tenants to remain in the dwelling free of charge for up to 60 days while the Buyers looked for new tenants. The Amendment was not necessary because the feasibility study was not needed. In fact, the Complainant failed to disclose the underground oil tank three days after the closing date. The Respondent stated this was an intentional non-disclosure by the Seller and the Complainant. The Complainant asked for the signed disclosure documents after the closing had been completed. Also, the Complainant did not know the notification form was only to be signed by the notifying party, not the party being notified. Also, the Complainant failed to correct the MLS listing for the Commission from 2% to 3%. The Complainant also referred to the Respondent using several offensive and sexist terms in referring to the Respondent in various telephone communications, and used harsh, inappropriate, and unprofessional language in communicating with the Respondent and in the complaint submission.

There is not sufficient evidence of the Respondent violating the Tennessee Real Estate Commissions' laws and rules.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

2. **2020078811**
Opened: 10/20/2020
First Licensed: 8/11/2015
Expires: 8/10/2021
Type of License: Affiliate Broker
History: None

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

The Complainant alleges the Respondent and his wife are taking advantage of young girls by offering lower commission rates for sexual favors. The Complainant alleges the Respondent and his wife are having affairs with young women inside the real estate firm office. The Complainant also alleges there are photographs taken of the young women. The pictures that were taken were like those taken on porn sites where women are auditioning and required to perform favors to get the job. The Complainant alleges a young woman told the Complainant about the incidents with the Respondent and showed the Complainant the pictures and wants to remain anonymous and did not want to file the complaint with TREC. The young woman also wants to remain anonymous because she is worried that she will lose the eligibility to purchase a home.

This matter was sent to the Investigations Division. This matter was investigated and there were no findings. The Complainant failed to respond to the Investigator after several attempts were made to contact the Complainant. The local police department was contacted to determine if there was any pending criminal matter or further information concerning this matter. There was no information found by the Investigator to substantiate or corroborate the allegations made in this complaint. The complaint is unfounded and a false complaint.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

- 3. 2020080861**
Opened: 10/20/2020
- First Licensed: 9/12/2002**
- Expires: 6/10/2021**
- Type of License: Principal Broker**
- History: None**

This complaint is related to the previous complaint. Complainant is a Tennessee resident and the Respondent #1 is a licensed Tennessee Affiliate Broker and Respondent #2 is a licensed Tennessee Principal Broker.

The Complainant alleges the Respondent and his wife are taking advantage of young girls by offering to lower their real estate rates for sexual favors. The Complainant suggests a sting operation against the Respondents for being predators. The Complainant alleges the Respondent is having affairs with these women at their real estate office. There is also photographs of these women being taken. There are videos on the porn sites where the girls are auditioning and performing favors to get a job. There was a woman that told the Complainant about the incidents and showed pictures and wanted to remain anonymous for fear of losing eligibility to purchase a house.

This matter was sent to the Investigations Division. This matter was investigated and there were no findings. The Complainant failed to respond to the Investigator after several attempts were made to contact the Complainant. The local police department was contacted to determine if there was any pending criminal matter or further information concerning this matter. There was no information found by the Investigator to substantiate or corroborate the allegations made in this complaint. The complaint is unfounded and a false complaint.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

4. 2021005581

Opened: 2/1/2021

First Licensed: 8/4/2020

Expires: 8/3/2022

Type of License: Real Estate Firm

History: None

The Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Real Estate firm.

The Complainant entered a contract with a builder on August 28, 2020. The Respondent was the real estate agent for the builder and during the process of building the home, the Respondent was soliciting other Buyers for the home. The Respondent and the Builder served the Complainant a termination notice on January 14, 2021, which was four days before the scheduled closing of January 18, 2021.

The Respondent provided a response and stated the Complainant had entered into a contract with the Builder the Respondent was representing. The Complainant's real estate agent advised the Respondent by e-mail that the appraisal for the property had come back \$15,000 below the asking price. The Respondent provided the real estate agent with the appraisals from two other versions of the exact same floor plan that were built in the same phase of the subdivision that had appraised for full value. After several days of attempting to go through the Tidewater appraisal appeal process, the appraiser notified the Complainant's agent that the appraiser would not change the appraisal. The Complainant Buyer's real estate agent also advised the Complainant Buyer would not be able to pay the \$15,000 difference and requested the Builder reduce the sales price. The Builder did not agree and the Respondent notified the Complainant's agent the home would be placed back on the market if the Complainant was not willing to pay the price difference. The Complainant's agent to send a notification signed by the Complainant Buyer that the Buyer intended to pay the difference and move forward with the contract within the 48-hour time period. The Respondent notified the Complainant Buyer's agent of the termination of the agreement due to the Complainant Buyer being unable to obtain the necessary financing for the property. The property appraised at the full price value of the property.

There is no evidence of any violation by the Respondent of the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

5. 2021006821

Opened: 2/22/2021

First Licensed: 8/21/1997

Expires: 3/26/2022

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Affiliate Broker.

The Complainant purchased a three-bedroom home and an adjacent lot which was sold separately. Before the real estate auction began, the Complainant was informed the house would be auctioned first and then the lot. The Complainant was the high bidder on the house and the lot. The Complainant made the deposit of 10% of the selling price payable to the Respondent. The Respondent had no paperwork about the lot size or the key to unlock the crawl space and since the sale took place on a Saturday, the Complainant could not contact the Respondent the following day. The Complainant went to the courthouse to request a copy of the deed and it was a restricted deed. The Complainant contacted the Respondent and informed the Respondent of the findings with the deed and the Respondent stated there were no restrictions on the property. The Complainant requested the deposit be refunded. The Respondent refused to refund the deposit. The Complainant's attorney contacted the Respondent and requested the refund of the deposit. The Respondent did not respond. The home was auctioned again on December 12, 2020 as one unit.

The Respondent provided a response and stated in July 2020, the Complainant had requested help to liquidate the estate of her recently deceased mother's estate. After a short time, the Complainant entered into an auction agreement with the Respondent. On August 3, 2020, the Complainant signed an auction employment agreement to schedule the sale of the Complainant's mother's home and personal items by estate auction on September 5, 2020. The Complainant was very nervous and told the Respondent the Complainant trusted the Respondent to take care of the Mother's property. The auction had a reserve of \$120,000 and after it reached this amount it was an absolute auction. If the property did not sell, the Complainant agreed to list the property for sale with the Respondent for one year. The property was advertised on MLS, local signs, social media, and brochures. The Respondent also offered private showings of the home prior to the sale day. The Complainant did not preview the property prior to the sale date. There were approximately 20 people in attendance and 15 registered bidders. The Respondent made the necessary

announcements and turned over the auction to the auctioneer to start selling the personal property. After 30 minutes, the auctioneer announced it was time to sell the real property. The home sold first and there were five active bidders. The Complainant had the winning bid of \$125,00 plus 10% Buyer's premium for a total price of \$137,500. The lot sold next and there were five different bidders for the property. While the Respondent was calling the auction, the Complainant thought it was unrestricted. The Respondent did not confirm the property as being unrestricted and the property was being sold AS IS. The Complainant won the bid of \$11,500 plus 10% Buyer's premium for total of \$12,650. The total tax appraisal on the lot is \$18,300 and on the house is \$109,100. The property sold within the fair market range. The sale total was \$150,150. The 10% purchase price was due on the day of sale with the balance due in 30 days at the closing. The Complainant paid the \$15,015 down and owed \$135,135 at closing. A title search was ordered and title insurance. The Complainant was closing with a bank. During the 30 day period prior to the closing, the Respondent did not hear from the Complainant. The lender communicated regularly with the Respondent. On September 20th, the lender requested closing information such as commission and Seller's information. The Sellers were closing by mail because they lived out of state. The lender notified the Respondent on October 8, 2020, the closing was scheduled for October 13, 2020 at the Tennessee office. The documents were mailed to the Seller and signed and notarized and overnighted back to the lender. The day before the closing, the Complainant contacted the Respondent and stated they would not attend the closing because there were restrictions on the deed. The Sellers had already overnighted the documents back to the Complainant's bank. The Respondent tried to explain the lot was not sold unrestricted, but the Complainant would not listen to the Respondent. The Complainant refused to close and the Respondent offered to send the money back on the lot since it was sold separately and it seemed the problem was with the lot having restrictions. The Complainant did not want to close on the house either. The Respondent advised the deposit would be lost due to not carrying out the terms of the contract. The Complainant advised an attorney would be contacted to handle the matter. The Complainant had also been inside the home and painted the walls in the kitchen and living room and torn up the carpet from the living room and left the subfloor exposed. The home is no longer move-in ready. The Respondent has been a licensed real estate agent since 1997 and has never had a client go into a home before closing and paint walls and try to change the carpet. The Complainant did not fulfill the contractual obligations and lost the deposit. The property was sold on December 12, 2020. The person who developed the subdivision was the only one who attended and there were no bidders for the auction. There was no sale and the developer made a verbal offer of \$106,000. This was a total loss from the last sale offers of \$44,150.

This matter is a contractual dispute between the parties concerning the sale of real property. There is insufficient evidence to indicate the Respondent has violated the laws or rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

6. 2021010431

Opened: 2/22/2021

First Licensed: 12/13/2017

Expires: 12/21/2021

Type of License: Affiliate Broker

History: None

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

The Complainant's home was listed for sale in September 2020. The Complainant Seller entered into a contract with the Respondent Buyer. The Complainant was also purchasing a home at the same time which was contingent upon the sale of the home. The Complainant received a text message from the Respondent indicating the Respondent could not go forward with the sale of the home because the Respondent's husband lost his job and they could not complete the purchase. The Complainant lost the home they intended to purchase following the sale of the home and lost the money paid for the home inspection and the appraisal. The home the Complainant was going to purchase was later sold and the Complainant lost the opportunity to purchase their "dream" home. The Complainant should have been able to keep the earnest money provided. The Complainant later discovered the Respondent's husband was still working for the original employer and they purchased another property and it closed on November 25, 2020. The Complainant alleges the Respondent did not act in good faith and was dishonest about her husband losing his job.

The Respondent provided a response and stated the Respondent did enter into a contract to purchase the Complainant's home. On October 2, 2020, the Respondent learned her husband would be laid off from his job of 16 years. The Respondent immediately notified the listing agent and advised that the Respondent would no longer qualify for the purchase of the Complainant's home without her husband's income. The purchase was contingent upon the financing. The Respondent had also listed their home on September 20, 2020 and went under contract on September 22, 2020. The Respondent did enter into another contract when the Respondent's husband was able to take another position within the same company for less pay and put on offer on a home on September 24, 2020 and closed on November 30, 2020. The Respondent lived in their RV during this time. The home purchased was \$107,500 less than the Complainant's home. The homes were not comparable. The Respondent also incurred expenses of \$925. The Respondent also offered to release all inspection reports and receipts to the Complainant in an effort to help the Complainant move quickly through any other executed offers.

There is no evidence the Respondent violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

7. 2021011591
Opened: 2/22/2021
First Licensed: 3/27/2003
Expires: 11/14/2021
Type of License: Principal Broker
History: None

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

The Complainant entered a contract to sell the Complainant's deceased Mother's home on January 5, 2021 with a closing date set for February 9, 2021. The final walkthrough was scheduled for February 8, 2021. The Complainant's agent contacted the Complainant and stated the Buyers had requested a key to home at the final walkthrough and the Complainant declined to provide the key. The Complainant would provide the key at the closing. The Complainant's agent later contacted the Complainant and stated the Buyer's wanted to move into the home and wanted to begin moving things into the garage prior to the closing on February 9, 2021. The Complainant refused. On the date of the closing, the Complainant and Complainant's sister drove by the home and noticed a truck had been backed into the driveway with no one inside. The Complainant unlocked the door and found the Buyers were in the home and had already started to move their belongings into the home. The police were called to deal with the situation. When the Buyers were asked how they got into the home, the Buyers stated the Respondent had provided the code to the lock box containing the house key. The police officers told the Buyers since it was not their home until the closing was completed. The following day the Complainant contacted the Respondent and left a message. The Complainant's sister also called the Respondent and left a voicemail to find out what had happened and why access was given to the Buyers without their permission. After multiple attempts, the Respondent finally answered the telephone and stated this would not discuss the matter and hung up the telephone. The Complainant's agent called and stated the Respondent had texted and asked to have the Complainant and his sister stop calling the Respondent harassing them.

The Respondent provided a response and stated on February 9, 2021, the Respondent received a frantic call from his Buyers stating that there was a man that had barged into the home and cursed the Respondent's Buyers. The police department was called and told the Buyers since they did not own the home, they could not be inside the home until the closing was consummated at 4:30 pm. The Respondent stated the parties were to close at 10 a.m. and the Seller was to close at 11 a.m. that morning. The Seller's mortgage holder had not provided the final payoff amount and this delayed the closing time. The movers were set to arrive at the home at 11 a.m. and had nowhere to stay. All the documents were signed by the Buyers and all monies were submitted to consummate the closing. On February 10, 2021, the Complainant contacted the Respondent and the Respondent did not feel a need to call him back for fear of being threatened or cursed. The text messages from the Complainant's agent indicated to the Respondent not to return the phone call. When the Complainant's sister called, the Respondent answered because he thought it was an emergency and the Respondent advised the Complainant he could not discuss this matter. The Respondent asked his broker to ask them to stop repeatedly calling the Respondent and to stop harassing the Respondent. The Respondent was advised the Complainant wanted an apology and

the Respondent refused to provide an apology and was moving on and they should have also. The Respondent did not feel he had to return the call because in 18 years, the Respondent never communicated directly with the other party in a transaction and only through the agent. The Respondent acknowledges the sale had not been fully consummated and the Buyers did not own the home until the Sellers signed the closing documents, however, there was quite a bit of emotion as the home was the Complainant's childhood home.

Recommendation: Authorize a contested case proceeding with the assessment of a civil penalty of \$3,000 for the following violations: conduct that constitutes improper, fraudulent or dishonest dealing (Tenn. Code Ann. 62-13-312(b)(20)), failure to exercise reasonable skill and care pursuant to Tenn. Code Ann. 62-13-403(4) and failure to provide services to each party to a transaction with honesty and good faith pursuant to Tenn. Code Ann. 62-13-403(4).

Commission Decision: The Commission accepted counsel's recommendation.

8. 2021011601

Opened: 2/22/2021

First Licensed: 3/27/2003

Expires: 11/14/2021

Type of License: Principal Broker

History: None

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

This complaint is identical to the previous complaint and this complaint was filed by the sister of the previous Complainant who was also involved in the sale of their deceased Mother's home and the incident with the police.

The Complainant entered a contract to sell the Complainant's deceased Mother's home on January 5, 2021 with a closing date set for February 9, 2021. The final walkthrough was scheduled for February 8, 2021. The Complainant's agent contacted the Complainant and stated the Buyers had requested a key to home at the final walkthrough and the Complainant declined to provide the key. The Complainant would provide the key at the closing. The Complainant's agent later contacted the Complainant and stated the Buyer's wanted to move into the home and wanted to begin moving things into the garage prior to the closing on February 9, 2021. The Complainant refused. On the date of the closing, the Complainant drove by the home and noticed a truck had been backed into the driveway. The Complainant's brother unlocked the door and found the Buyers were in the home and had started to move their belongings into the home. The police were called. When the Buyers stated the Respondent had provided the code to the lock box containing the house key. The police officers told the Buyers it was not their house yet and they would have to exit the home until the closing was complete. The Complainant went to the closing and closed on the home. On February 10, 2021, the Complainant's brother contacted the Respondent and left a message. The

Complainant also called the Respondent and left a voicemail to find out what had happened and why access was given to the Buyers without their permission. After multiple attempts, the Respondent finally answered the telephone and stated this would not be discussed and hung up the telephone. The Complainant's agent called and stated the Respondent had texted and asked to have the Complainant stop calling the Respondent.

The Respondent provided a response and stated on February 9, 2021, the Respondent received a frantic telephone call from the Respondent's Buyers stating that a man had barged into the home and "got in his face, threatened me and cussed me out." The police were called and Buyers were advised they did not own the home and had to leave until the closing was completed and the Complainant would not file any criminal charges.

The Respondent provided a response to the complaint and stated the Buyers were supposed to close at 10 a.m. and the Seller was to close at 11 a.m. on the morning of February 9, 2021. The Seller's mortgage lender did not provide the final payoff which was going to delay the closing. The movers were set to come to the home at 11 a.m. and the housing situation was such they needed to be able to get moved enough into the home because they had nowhere else to stay. The Respondent informed the Complainant's real estate agent and he stated he had checked with the sister who was okay with it and had not spoken with the brother about it yet. All the documents were signed by the Buyers and all monies were submitted to consummate the closing. On February 10, 2021, the Complainant contacted the Respondent and the Respondent did not feel a need to call him back for fear of being threatened or cussed. The text messages from the Complainant's agent indicated to the Respondent not to return the phone call. When the Complainant's sister called, the Respondent answered because he thought it was an emergency and the Respondent advised the Complainant he could not discuss this matter. The Respondent asked his broker to ask them to stop repeatedly calling the Respondent and to stop harassing the Respondent. The Respondent was advised the Complainant wanted an apology and the Respondent refused to provide an apology and was moving on and they should have also. The Respondent did not feel he had to return the call because in 18 years, the Respondent never communicated directly with the other party in a transaction and only through the agent. The Respondent acknowledges the sale had not been fully consummated and the Buyers did not own the home until the Sellers signed the closing documents, however, there was quite a bit of emotion as the home was the Complainant's childhood home.

Recommendation: Authorize a contested case proceeding with the assessment of a civil penalty of \$3,000 for the following violations: conduct that constitutes improper, fraudulent or dishonest dealing (Tenn. Code Ann. 62-13-312(b)(20)), failure to exercise reasonable skill and care pursuant to Tenn. Code Ann. 62-13-403(4) and failure to provide services to each party to a transaction with honesty and good faith pursuant to Tenn. Code Ann. 62-13-403(4).

Commission Decision: The Commission voted to close this complaint based on counsel's recommendation that it be closed during discussion.

9. 2021002551

Opened: 3/1/2021
First Licensed: 7/31/2017
Expires: 7/30/2021
Type of License: Affiliate Broker
History: None

Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Affiliate Broker.

The Complainant Buyer purchased a home on July 2, 2020 from the Respondent who was also affiliated with the same firm that represented the Buyers. The Complainant Buyer alleges the Respondent Seller failed to disclose material facts regarding the flood insurance policy of the property. The Seller made no mention of any claims on the transferred flood policy and nothing was disclosed on the property disclosure form regarding these claims. The Complainant asked the Respondent post transaction and the Complainant Buyer was told by e-mail, there was an open well in the basement in 2016-2017 and resulted in two flood claims for approximately \$36,000. The Respondent and the real estate firm made a series of intentional misrepresentations of material facts or committed fraud by failing to disclose material facts to the Buyers when the Seller had a duty to do so under the contract, specifically (1) the number of times the home had flood damage; (2) the extent and amount of such damage to the foundation, footers, basement, plumbing, sub pumps, sewer lines, HVAC, electrical wiring, etc. and the remainder of the home (3) failing or omitting to disclose material facts to the Buyers; (4) the remediation efforts that were made each time the home had flood damage; (5) disclosure of the damage to the basement floor which had been hidden; (6) all relevant facts relating to flood damage insurance claim and amount of insurance recovery and how the Respondent Seller or prior owners used the insurance proceeds.

The Respondent provided a lengthy explanation and response. The Respondent stated the complaint is improper because the Respondent was not acting as a real estate licensee during the transaction at issue. The Respondent was the Seller and represented by a listing agent. The incidents that occurred at the home were not the result of a flood and occurred because of a hidden well within the home. When the home was discovered, the well was backfilled and capped and there was no adverse property condition when the Complainant purchased the home. These claims/incidents do not prevent the Complainant from obtaining a flood insurance for the property. The Complainant had been told the property had flooded on one occasion during the 2010 flood. In July 2016, there was a hard rain and there had been water in the basement. The plumbing company had recommended the exterior drainage pipes and recommended the pipes be replaced and/or rerouted. This was reported to the homeowner's insurance company and this was sent to the carrier for the flood insurance and a claim was filed and paid in the amount of \$11,066.98. There was another rain in August 2017 and there was one to two inches of water in the bedroom and laundry room area. At this point, the well was discovered and it was backfilled with gravel and bentonite clay and a two foot cement cap was placed to fill the top of the well casing. The flood insurance carrier paid \$24,394.71. The Water Well Closure Abandonment Report was filed with the State. The disclosure statement was provided indicating the property had a flooding issue and the Respondent had been advised the "basement took on water in 2010." The Respondent did not provide information about the well because the water would not enter the property from the well. The cause of the water entry was not the flooding because the water did not come into the

home from the outside. The Respondent offered to transfer the homeowner's insurance policy with the included flood insurance, because there was a good rate on the policy and transferring the policy would be helpful to the Complainants. The sale of the property was closed and the insurance policy was transferred to the Complainants. The Complainants received a notice of previous claims from the flood insurance carrier and detailed the payments made for the July 2016 and August 2017 incidents in which water entered the property from the well. The number of claims were not disclosed, but the flooding issue was disclosed. The property is still insurable. The coverage will only be cancelled if there are four "severe repetitive loss" claims are made.

The Respondent made the necessary disclosures concerning the property. There is insufficient evidence to indicate the Respondent violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission voted to authorize a formal hearing and issue a Consent Order with a \$500.00 civil penalty for failure to disclose pertinent information regarding a transaction.

10. 2021005751

Opened: 3/1/2021

First Licensed: 8/9/2017

Expires: 7/14/2021

Type of License: Principal Auctioneer

History: None

The Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Principal Auctioneer.

The Complainant alleges the Respondent has been auctioning real estate without a real estate license. The Complainant alleges the Respondent auctioned off real estate back in October 2020 and January 2, 2021. The Complainant states the Respondent's auctioneer firm just recently obtained a real estate broker. There are several properties the Respondent has auctioned off without a real estate license or engaged a licensed real estate broker.

The Respondent provided a response and stated the Complainant is the wife and mother of two employees of a competitor auctioneer firm. The Respondent stated the firm has always worked with a broker and real estate firm. Both the October 2020 and the January 2021 real estate auction both had a broker handling the transaction.

There is no evidence the Respondent has violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

11. 2021011891

Opened: 3/1/2021

First Licensed: 2/21/2014

Expires: 2/20/2022

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Affiliate Broker.

The Complainant entered into a transaction with the. The Complainant initially saw the property on or around November 15, 2020 and it was off the market, but there was still a sign in the yard and the Complainant's real estate agent. The real estate agent called the Seller's agent to see if it was possible to view the property. The Complainant was later asked if she was interested in purchasing the property and rent it back to the Sellers. The Complainant declined the offer on November 23, 2020. The Complainant later decided to call the Respondent directly and wanted to see the property again. The Complainant advised the Respondent and disclosed she had a real estate license and did not practice real estate. The Complainant also mentioned to the Respondent, the Complainant usually will go to the listing agent to allow for negotiation of the commission when another real estate agent is not involved in the transaction. After several phone calls, texts and e-mails following viewing the home the second time, the Complainant let the Respondent know she was checking other financing options because the Seller was not interested in a contingency arrangement from a Buyer. The Complainant was planning on moving to Tennessee from Florida for a new job and employer. The lender indicated it would be difficult to obtain the financing. The Respondent reached out to the Seller about owner financing followed by an e-mail and phone call, the owner agreed to finance at 405% with a \$100,000 down payment. Two days later, the Complainant agreed and the Complainant was told the Seller was reconsidering because of COVID-19 and forbearance concerns. The Respondent also wanted to relist for more money at \$573,900 or \$577,639, The Respondent suggested the Complainant offer \$549,999 which was the halfway point from the original price and the new price the Seller was seeking for the home. The Respondent also stated there were several offers (three offers) coming in and the Complainant was told to submit an offer as soon as possible. The Respondent disclosed the amount of another offer. The Respondent was also aware that the other potential buyer needed a contingency to sell their home first and had their parents and brothers trying to help them get a loan because they could not because of their finances. The Complainant was not comfortable moving forward in the purchase because of the multiple offer situation with friends. The Complainant knew firsthand about the other Buyers involvement and the offer and the Complainant alleges the Respondent played them against each other. The Complainant also wanted to bring in another real estate agent into the situation to represent the Complainant and the Respondent sent a message to the Complainant about being a real estate agent "with financial security." The Complainant understood this to mean a reference to collecting the entire commission amount on the sale. The Complainant did note the Respondent was always concerned with the 6% commission and this is one of the reasons why the Complainant decided to bring in an agent to represent the Complainant. The Complainant made an offer in December 2020 for \$564,000 with \$5,640 in earnest money with a contingency which

the Respondent indicated was acceptable to the Seller. On January 6, 2021, the Respondent indicated the Seller wanted to see the listing on the Complainant's home and proof of mortgage application. The Respondent could not find the home on reator.com. The Complainant's offer was immediately rejected with no counteroffer. The Respondent stated the Seller would not accept the contingency. On February 10, 2021 at 1:30 p.m. stated that another Buyer who was the friend of the Complainant and was asked for a check for \$10,000 to present their \$550,000 contract to the owner knowing it also had a contingency. The other Buyer also needed a contingency for the purchase. After the Complainant's offer was presented and rejected, the Complainant's friend and another Buyer texted the Complainant and stated the owner would take less earnest money. The Complainant alleges the Respondent did not want to deal with the Complainant because the Complainant got representation from another real estate agent to protect her interests and the Respondent did not want to share the commission from the sale. Also, the Complainant has been advised that when a property cannot be shown because it is not listed, the real estate agent must remove the yard sign.

The Complainant also sent a follow-up letter concerning the Respondent not making the proper disclosures. There was a major retaining wall issue with the home and there were bids for \$60,000 to \$150,000 to make the repairs. The owner was aware and failed to make the proper property disclosures. The Complainant indicated the Respondent was unprofessional and did not provide the proper representation in the transaction.

The Complainant stated on February 23, 2021 the Respondent presented a disclosure concerning the undisclosed driveway issue that would cost approximately \$100,000 to fix. The upstairs AC unit will cost \$12,000 to \$15,000 and the existing downstairs system does not meet code. The Complainant alleges the Respondent did not require the Seller to fill out the disclosure forms property. The Complainant alleges the Respondent had a duty to make the Seller make the proper property disclosures.

The Respondent provided a response and stated the property in question was first listed by the Respondent on September 6, 2019 and after the listing expired, the Seller wanted to relist the property at \$549,900. On October 15, 2020, the listing went into a Temporarily Off the Market ("TOM") status. After thirty days, the TOM status was extended due to the COVID-19 pandemic. The home was then relisted on February 15, 2021 for \$577,395 and the status was changed to contingent. There were multiple showings on day one and two and it led to multiple offers. The Respondent called for the highest and best offer. The results yielded a contingent contract. The Respondent stated the Complainant was not a visitor on the first list and the Complainant was introduced to the Respondent as another Buyer's investor and they were also friends. An open house was held in September/October 2019. The Complainant's friends and prospective Buyers attended the open house in 2019. The prospective Buyers indicated they would be buying the home with an investor. The prospective Buyers indicated they loved the home and would speak with the investor as soon as possible. Also, the prospective Buyers indicated the investor may move into the home with them and live in separate living quarters on the ground floor of the home. The prospective Buyers stated they had a business relationship with the Complainant investor but also considered the Complainant like a family member. The Respondent agreed to show the Complainant investor the home and considered the Complainant investor a part of the prospective Buyers buying team.

The Respondent followed the signage protocol. The Respondent used the Temporarily Off the Market status for the home. When there is a current listing and your Seller wants to cease the showings of the property, the Temporarily Off Market status is a good option. You do not need to take down a sign that is already up or delete former social media posts marketing. The Respondent did remove four directional signs at the TOM status beginning. The Seller requested the yard signs be left on the home. The prospective Buyers came to see the home for the 3rd and 4th visit in November 2020 and awaited the arrival of the Complainant investor, who was real estate agent. The prospective Buyer asked the Respondent to take the Complainant investor through the home. The Complainant investor stated he typically goes to the listing agent to allow for negotiating the commission when another realtor is not involved. The Respondent does not discuss commission with anyone without getting a pre-approval letter from the Broker. There were several communications with the investor four to five days. The Respondent served both sides of a contract previously and understood the process of helping a Buyer seek financing if they had not already. The Respondent felt as though the Complainant expected the Respondent would automatically believe the Complainant would qualify for financing and could purchase the home. The parties requested the Seller wait for two weeks and the Seller agreed to wait while the Complainant sold the home in Florida. The Complainant also mentioned the other prospective buyers should not be considered as Buyers. The Complainant indicated they would not be able to qualify for the loan unless they convinced their elderly parents to purchase the home with them. The Complainant investor also indicated he owed \$30,000 from a previous business venture and could not believe they wanted him to finance the home for them and move into the lower level. The request for the Seller to hold off relisting for two weeks turned into five weeks. The Respondent worked with the Complainant daily and tried to get a financial commitment letter, therefore, proving him to be able to be an able Buyer. The Respondent communicated all of the Complainant's e-mails, texts and conversations to the Seller and the Seller wanted the Respondent to provide the Complainant investor a deadline. The Seller believed the Complainant investor was not honest and caused unnecessary delays. The Respondent did communicate to the Complainant investor that the Seller was going to increase the price to \$577,395 when it was relisted. There were two potential offers and the Complainant's potential offer made it three offers. The Respondent informed the Complainant investor about the offers and was unable to reach the Complainant for two days by telephone. The Respondent did not inform the Complainant that one of the potential buyers was the prior prospective Buyer, who had a preapproval letter. The Respondent was not aware the Complainant investor was not comfortable to move forward in a multiple offer situation with friends. The Complainant investor knew about the prospective Buyer's involvement and the offer they made. The Complainant communicated frequently with the prospective Buyer because they were close friends. The Respondent denies anything unethical was done. The Respondent was loyal to the client Seller and performed accordingly. The Respondent did not discuss commission or "financial security" with the Complainant and has no idea what that means. The Complainant was financially able to produce a lender letter of approval after weeks of trying to obtain a letter. The Respondent was aware the Complainant decided to use another real estate agent and made an offer for \$564,000. The Respondent denies she was concerned with the 6% commission all along. The Complainant never spoke to the Respondent about the commission or the percentage of the commission. The Respondent did not have any concerns about it. The Seller did ask about the Complainant's progress on selling the Florida home and the Respondent did try to obtain proof the home had been listed for sale in Florida. After five

weeks, the Complainant's home was still not on the market. The Seller wanted to continue with the other offers.

There is no evidence the Respondent violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

12. 2021012481

Opened: 3/1/2021

First Licensed: 9/11/2018

Expires: 9/10/2022

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Affiliate Broker.

The Complainant is employed as a licensed mortgage lender. On February 2, 2021, the Complainant was contacted concerning obtaining a mortgage through the Complainant and had found a home and wanted to proceed with the pre-qualification process to obtain a mortgage with the Complainant. The Complainant began the process with the mortgage firm and received a response from the automated underwriting system. Due to several collections and charged off items on their credit, it would take a little longer to process the mortgage. The Complainant was told by the Respondent that they could be preapproved by another lender who the Respondent referred to these clients. It appeared the Respondent had been misrepresenting the pre-approval from the other lender. On February 11, 2021, the clients again reached out to the Complainant and provided the documents concerning another offer. The clients decided to go with another offer on a home because they could close in 30 days. On Sunday, February 14, 2021, the Complainant received another message from the client who stated the client had tried to contact the Complainant and stated the Sellers of the home stated that if the clients used the Sellers preferred lender, they would accept the offer on the home. The clients decided to end the relationship with the Complainant and went with the other lender.

The Respondent provided a response and stated the Buyers contacted the real estate firm and were referred to the Respondent through the firm's team lead. The Respondent met with the Buyers on February 9, 2021 and were informed they had preapproval from a lender. The Respondent sent them a list of homes to schedule showings the next day. After viewing the homes, the Buyers wanted to submit an offer on a home and there had been multiple offers submitted on the home. The Respondent was advised they were preapproved with another lender. The offer was submitted

with a preapproval letter from the Complainant. The Respondent did not refer the client to any lender since the Buyers already had approval from another lender prior to being introduced to the Respondent. On February 11, 2021, the listing agent notified the Respondent that the Sellers had chosen to go with another offer. The listing agent stated the offers were close but the other offer had been chosen because the parties could close sooner than the 45-day timeline presented by the lender in the initial offer. The Respondent advised the Buyers of the rejected offer and the reason why the offer had been rejected. The listing agent stated the Seller would consider the offer as a backup offer if the lender could close sooner than the 45 days in the initial offer. The Respondent stated the current market is fact paced and with low inventory a 30-day turnaround for closing on a property is the norm. The average number of days from contract to close is 33 days and the median is 32. The Respondent was aware the Respondent's lender could close in less than 30 days and the Buyers had also obtained a preapproval from the other lender. The Respondent did offer recommendations for other lenders if the Buyers wanted to check with other lenders or continue with the Complainant lender. The listing agent advised the offer the Seller had chosen may fall through and the Sellers wanted to know if the Buyers would be open to using their preferred lender if the Sellers moved forward with the Buyer's offer price. The Buyers were interested and open to using the Sellers preferred lender. On February 13, 2021, the listing agent advised the original offer had fallen through. The Respondent showed the Buyers the home again and also looked at a few other homes. The Buyers decided to move forward with the original home and the Respondent contacted the Sellers preferred lender to get the preapproval process completed. The Buyers were under contract on the home. The Buyers had been preapproved with two lenders previously.

There is no evidence the Respondent violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

13. 2021012931

Opened: 3/1/2021

First Licensed: 2/7/2019

Expires: 2/6/2023

Type of License: Affiliate Broker

History: None

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

The Complainant alleges the Respondent sold a home to the Complainant and her brother. There was an addendum to the contract stating the Seller fixed the 12 items the inspector found needed to be repaired and was willing to take a reduced purchase price, the parties would move forward the sale of the home.

The Complainant provided a supplementary response and stated the contractor came and fixed

the original six broken tiles in the spare bedroom and broke four new tiles and now, there are no more spare tiles. The home is not worth the \$265,000 the Complainant paid along with all the repairs for electrical, plumbing, ServPro, siding, roofing, etc.

The Respondent provided a response and stated the problems identified by the Complainant concern the same issues versus any real estate violations. The Repair Amendment was signed by all parties and all the pairs were completed according to the amendment. The Complainant and agent performed the final walkthrough and closed on the property. The Respondent also stated this is an older home which was built in 1932. The home requires additional upkeep and maintenance due to the age of the home and there may be new things that need to be repaired following the purchase that were unrelated to the Repair Amendment and had nothing to do with proper disclosures being made. The Complainant was purchasing the home site unseen and performed the final walk through with the agent prior to closing. The Complainant continues to find new problems that are not associated with real estate violations. The Sellers provided a renovated and professional cleaned home complete with the requested repairs. The Seller has agreed to personally visit the home on February 24, 2021 and the Respondent hopes the parties can come to an amicable resolution of the issues.

This matter is a contractual dispute between the parties to the contract. There is no evidence the Respondent has violated the Tennessee Real Estate Broker License Act of 1973 or the Rules of the Tennessee Real Estate Commission. The Seller has resolved the issues identified by the Complainant.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

14. 2021012951

Opened: 3/1/2021

First Licensed: 3/21/2013

Expires: 3/20/2023

Type of License: Affiliate Broker

History: None

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

The Complainant alleges the Respondent sold a home to the Complainant and her brother. There was an addendum to the contract stating the Seller fixed the 12 items the inspector found needed to be repaired and was willing to take a reduced purchase price, the parties would move forward the sale of the home.

The Complainant provided a supplementary response and stated the contractor came and fixed the original six broken tiles in the spare bedroom and broke four new tiles and now, there are no more spare tiles. The home is not worth the \$265,000 the Complainant paid including all the additional

repairs for electrical, plumbing, ServPro, siding, roofing, etc.

The Respondent provided a response and stated the complaints made by the Complainant do not relate to the duties and responsibilities of the Respondent as a real estate agent. The Respondent made all necessary and proper disclosures to the Complainant and her brother. The offer was made on the home sign unseen on a home listed by the Respondent and her husband. The home was owned by the LLC the Respondent's husband owns. All the required disclosures were provided in the MLS listing including an RF305 Personal Interest Disclosure. The remarks section clearly states that all Buyer's agents should review the media section for all disclosures including the personal interest disclosure. The Complainant signed all of these along with their offer according to the Dotloop timestamp on December 13, 2020. The Complainant was clearly informed that the listing agent had a vested interest in the property. The Tennessee Residential Property Condition Exemption was also signed and it was submitted with the offer on December 13, 2020. The disclosure states that this is a transfer of property where the owner of the property has not resided in the home at any time within the past three years prior to the date of the transfer. The Complainant's agent also talked to the Respondent's husband during the inspection period regarding the renovations that had been done, permits that had been obtained, the certificate of occupancy obtained from the county offices, termite treatments with receipts and septic inspection information all with the Respondent's husband's signature on them. The Complainant's agent clearly understood the Respondent had an interest in the property. After completing all items on the Repair Amendment, the Complainant requested additional items be repaired. The home was professionally cleaned and vacant until the closing date. The week of the closing, the Respondent did go and broom sweep the home and check that everything was in order. This is all that is required of a Seller per the contract. There was no request to have another cleaner come to the home that had not been lived in for three years. The only traffic in the home were the Complainant, the agent, inspector, and stagers. All of this was cleaned out prior to the closing and the Complainant saw the home the day before the closing. The home was renovated using a licensed general contractor. The Respondent or the Respondent's husband did not do any of the work to the home and hired subs for all projects including licensed electricians and plumbers. All necessary and required permits were obtained from the county offices. The home passed the codes and inspections twice. This was because the Complainant had complained and the inspector came a second time to inspect the home again and everything was correct and secure and up to code. The Complainant hired a third-party home inspector and the home inspector even stated there were very few issues with the home. The garage had been listed as being sold "AS IS" however, the Respondent still made some repairs to the garage. The general contractor came and reviewed the work done on the home and there was no issue with any of the items. The Complainant has a home warranty purchase by the Respondent and her husband at closing and the Complainant has agreed to file a work order with the home warranty company and the Respondent is hopeful any issues with the home can be resolved.

This matter is a contractual dispute between the parties to the contract. There is no evidence the Respondent has violated the Tennessee Real Estate Broker License Act of 1973 or the Rules of the Tennessee Real Estate Commission. The Seller has resolved the issues identified by the Complainant.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

15. 2021013171

Opened: 3/1/2021

First Licensed: 10/2/2019

Expires: 10/1/2021

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident and Owner/Agent of real property and the Respondent is a licensed Tennessee Affiliate Broker.

The Complainant is an owner/agent. The Complainant's husband listed the property for sale on MLS and an offer was received for the property. The Buyer of the property was represented by the Respondent. The parties entered a Purchase and Sale Agreement for the property with a binding agreement/acknowledgment of receipt date of January 18, 2021. The closing date was scheduled for February 19, 2021. The Buyer's agent did not submit the contract to the lender and an appraisal was never ordered. The inspections were performed on time and the Sellers made the necessary repairs to the property at a cost exceeding \$5,000. The Seller's agent finally contacted the Buyer's agent and stated the appraiser had not contacted the Sellers to schedule the appraisal. On February 10, 2021, the Buyer's agent stated the contract was never sent to the Lender. The Lender would now need 30 to 45 days to close. The Buyer's agent later sent a text message on February 11, 2021 stating she was trying to determine if she would recommend the Buyers paid to get an appraisal because if the property did not appraise for the price, the Buyers did not have additional sums to pay for the home. The appraisal was still not ordered. On February 12, 2021, the Complainant received a message stating the lender needed 30 to 45 days and would call the Complainant the following day. The Buyer's agent also stated if the property appraised for \$150,000, would the Sellers be willing to reduce the price. The Complainant indicated this was unlikely since there were too many cash buyers. The Complainant was not contacted the following day. The Complainant called on February 15, 2021 at 1:40 p.m. and left a voicemail stating the Lender's attorney has indicated it would be 30 to 45 days before the closing. The Respondent wanted to send a closing extension date form. The Respondent also indicated including the closing costs into the loan. The Complainant was notified on February 17, 2021, the Buyers were unable to obtain financing and was requesting a return of the earnest money. The Respondent's failure to submit the contract to the Buyer's lender resulted in an appraisal not being ordered pursuant to the Purchase and Sale Agreement. This caused the home not to close in accordance with the terms of the contract and the Complainant alleges this is a breach by the Buyers. Also, this was the result of the negligence of the Respondent. The Complainant Sellers have expended a substantial amount of money due to the requested repairs and completed payment of additional mortgage and utility payments and have lost opportunities with potential Buyers.

Although this is a contractual dispute between the parties concerning the breach of contract claim, the contract was contingent on financing and the Buyers were not in breach of the contract and rightfully received the return of the earnest money deposit. The Respondent had a duty to exercise

reasonable skill and care in the transaction by timely submitting the contract to the Lender.

Recommendation: Authorize a contested case proceeding for violations of Tenn. Code Ann. 62-13-403(4) (failure to exercise reasonable skill and care) and authorize settlement by Consent Order and assessment of a \$1,000 civil penalty.

Commission Decision: The Commission accepted counsel's recommendation, and also voted to add four hours of CE in contracts which will not count toward continuing education requirements for maintaining licensure.

16. 2021013491

Opened: 3/1/2021

First Licensed: 1/26/2006

Expires: 1/25/2022

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Affiliate Broker.

The Complainant alleges monies deducted from the Complainant's security deposit illegally concerning cleaning fees. There is no signed conditions form stating the rental was clean upon move-in and it was not. The Complainant requested proof the unit was cleaned upon move-in and the Respondent failed to provide it. The Complainant alleges the Respondent falsified a receipt for the cleaning after the Complainant moved out. The Complainant alleges the Respondent is negligent and the Complainant has overlooked many instances and this is unacceptable.

The Respondent provided a response and provided the lease agreement and other documents. The Lease Agreement specifically states the security deposit may be used by the Landlord toward the payment of damages to the leased property incurred during the lease term, normal wear and tear excepted. The damages can include the costs for cleaning the leased premises and the Tenant's failure to perform any of the terms of the lease. The Respondent included pictures of some of the damage left by the tenants, a copy of the invoice was also included from the cleaning person who cleaned the unit before the Complainant moved in and a copy of the invoice paid for cleaning the unit after the Complainant moved out. The Complainant was returned \$830 of the \$950 Security Deposit. The amount of \$120 was charged for cleaning.

This is a Landlord-Tenant matter and contractual dispute between the parties.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

- 17. 2021000651**
Opened: 3/9/2021
- First Licensed: 3/21/2017**
- Expires: 3/20/2023**
- Type of License: Affiliate Broker**
- History: None**

Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Affiliate Broker.

The Complainant alleges the Respondent is making willful misrepresentations about the stains on the ceiling when the Complainant first viewed the property. The stains were not soot, but mold. The Respondent represented the Complainant in the purchase of the home. The Complainants moved from another state to Tennessee and the Respondent acted as the Complainant's proxy during the inspection. The Respondent was also the listing agent of the property. The Respondent indicated she was the listing agent on the property and the Complainant decided to make an offer. The Respondent stated her husband, a licensed real estate agent would represent the Complainants. The Respondent hired the inspection company and were present during the inspection and interacted with the inspector and contractors hired by the Seller to remedy the issues found in the inspection.

The Respondent provided a response and stated the home inspection was conducted and there was no finding of mold. The Respondent never indicated there was soot and the Complainant's husband indicated to the Respondent there may be a substance on the Kitchen/Living Room ceiling there was soot. The home inspector may have opined there was soot on the ceiling. The ceilings are 20 feet high and the home inspector did not have a ladder to closely inspect the ceiling. Prior to closing, there was no indicated there was mold in the home or on the ceiling. The Respondent was not engaged as the exclusive buyer's representative for the Complainant, but a Facilitator and this was disclosed and there was documentation signed by all parties to the transaction. The Respondent was the listing agent for the property, but the agency status changed later in the transaction. Respondent did not act as the proxy for the Complainant or the home inspection. The Respondent did not hire the home inspection company and does not regularly use the home inspection company used in the transaction.

This is a contractual dispute. There is no evidence the Respondent has violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

18. 2021008931
Opened: 3/9/2021
First Licensed: 8/5/2020
Expires: 8/4/2022
Type of License: Affiliate Broker
History: None

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

The Complainant was the Seller's agent for a property listed for sale. The Respondent entered into a Purchase and Sale Agreement to purchase the property. The Respondent signed the TAR forms and signed the Confirmation of Agency status and a compensation agreement on January 30, 2021. On February 3, 2021, the Respondent cancelled the contract. The Complainant discovered the Respondent's real estate license had been suspended. The Respondent also closed on other properties on January 25, 2021 and January 28, 2021.

The Respondent provided a response and states the Respondent has been continuously licensed since August 5, 2020. The Respondent's Errors & Omissions insurance had expired on January 1, 2021. The Respondent failed to renew the Errors & Omissions Insurance prior to January 1, 2021 and failed to submit the updated Errors & Omissions insurance. As a result, on January 29, 2021, the licensed was administratively suspended. The Respondent immediately renewed the Errors & Omissions insurance on February 3, 2021. On February 4, 2021, the license was placed into active status. The Respondent was very apologetic for this oversight and will not allow this to happen again. The Respondent

was under the impression the E&O insurance was a two year policy and it would have to be renewed in 2022 and not 2021. The Respondent request leniency and states this was an inadvertent oversight and the Respondent was suspended for only a period of six days.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

19. 2021014371

Opened: 3/9/2021

First Licensed: 11/22/2010

Expires: 2/2/2023

Type of License: Principal Broker

History: None

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

The Complainant alleges the Respondent was retained as the listing broker to help the Complainant sell a home. The Complainant e-mailed the Respondent on several occasions and did not receive a response. The Respondent later called the Complainant and made several excuses about why the Respondent did not respond to the e-mail messages and was willing to come to the Complainant's home the following day to discuss the sale of the property. The Complainant had scheduled several interviews with other real estate agents and was going to schedule an interview the Respondent. The Respondent indicated she did not do interviews and the Complainant stated this would not work and hung up on the Respondent. The Respondent later left a Google review for the Respondent and wrote about the experience with the Respondent. The Respondent later called the Complainant and asked if he felt good about leaving the review the Complainant had left for the Respondent and hung up on the Complainant. The Complainant alleges this was harassing, unnecessary, unprofessional, and borderline criminal.

The Respondent provided a response and has never met the Complainant. The Complainant contacted the Respondent's office by e-mail on a late Sunday evening on February 7, 2021. The Respondent's office does not check e-mails on Sunday because they are closed. The Respondent received the Complainant's e-mail on Monday and contacted the Respondent on Tuesday. The Respondent did apologize for not calling sooner and under normal circumstances, the Respondent would have returned the call quicker and usually within 24 hours of an inquiry, however, the firms' Principal Broker had passed away in January and the real estate agent's individual workload had increased and the Respondent was behind in returning phone calls. The Complainant was in a rush to sell his home due to a possible foreclosure action and a pending divorce. The Complainant was unable to sell the property without the approval of his soon to be ex-wife and/or the Judge presiding over the case. The Complainant stated he and his ex-wife had tried to list the property for sale but could not agree on the pricing and listing timing. The Complainant spoke to the Respondent for over 45 minutes and listened to various complaints about needing to make repairs, closing costs, commissions, and timing. The Respondent offered to assist in the sale and stated she would be happy to visit him and look at the property if the Complainant would provide the Respondent with one day, either the Respondent or one of the agents would come to see the property. The Respondent even offered a 5% commission rate to help offset some of the complaints he had about closing costs and delays and discussed several ways the Respondent could help him. The Respondent even provided the Complainant with her direct and personal contact information. The Complainant scheduled an on-site listing consultation the following Friday. The Complainant cancelled the appointment and indicated there were some necessary repairs that had to be done and would contact the Respondent. The following Monday, the Complainant contacted the Respondent and scheduled another appointment the following Friday. The Complainant cancelled the appointment that Thursday and stated his ex-wife and the Judge would not let him list the home at this time. The week after the snowstorm, the Complainant again contacted the Respondent and stated he wanted to interview several real estate firms and would like to discuss this with the Respondent. The Respondent was very hostile and angry and stated he needed to interview the Respondent and wanted to know when the Respondent would be available for an interview. The Respondent indicated they typically did not meet with other agencies for an interview scenario and due to the COVID-19 pandemic, the Respondent would not advise of conducting such a meeting and would be happy to meet with the Respondent one-on-one. The Complainant hung up on the Respondent. The Respondent thought this was an accident and called the Complainant back and the Respondent began to yell and went on a tirade about how he had never heard of anyone not wanting to be interviewed and it was a bad practice. The Complainant again hung up on the Respondent. The Complainant then went on to file a one star complaint on Google concerning the Respondent's real estate services and one of the agents of the Respondent contacted the Complainant to explain

about the interview process and try to explain that the firm would be happy to conduct a one-on-one interview but not a group interview. The Respondent did not harass the Complainant.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

20. 2021014521

Opened: 3/9/2021

First Licensed: 11/17/2020

Expires: 11/16/2022

Type of License: Affiliate Broker

History: None

This complaint was filed against the Respondent concerning an improper name being used and an advertising violation. The Complainant alleges the Respondent is not licensed and using a fraudulent name with the real estate firm.

The Respondent's Principal Broker provided a response and stated this is a new agent and there have been two complaints filed against this new agent in two days. This new affiliate broker has not conducted any business or completed any transactions. It appears these are retaliatory complaints used to harass the Respondent because of a personal situation involving her fiancé and his ex-girlfriend who along with the ex-girlfriend's mother are both real estate professionals. The Respondent's name in the application had been submitted with the maiden name and the married last name to the board. The Respondent has been in the process of reverting back legally to the Respondent's maiden name which was never removed from the Respondent's legal name. The social security card and paperwork has been submitted to the TREC with the name being used and the name should have now been legally changed. COVID-19 pandemic kept this from happening quicker. The Respondent is not engaged in doing "things outside of her professional career that is alarming and causing issues." The Respondent is a young Mom with a six-month-old child trying to start a career and business and is being harassed and targeted because of an unrelated personal situation. The listing being advertised by the Respondent belongs to the Principal Broker and has permission to market the property. The Principal Broker has advised the Respondent to use the full original name with the maiden and last name until the name is properly corrected in the TREC

database.

There is insufficient evidence to indicate the Respondent has violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

TIMESHARES

21. 2021009381

Opened: 3/1/2021

First Licensed: 4/20/1999

Expires: 12/31/2021

Type of License: Time Share Registration

History: None

The Complainant is a South Carolina resident and timeshare purchaser. The Respondent holds a valid Tennessee Time Share Registration.

Complainant purchased a timeshare from the Respondent and alleges fraud and misrepresentation by the Respondent. The Complainant alleges the Respondent used intentional misrepresentation to deceive and influence the Complainants to purchase the timeshare. The Respondent's sales representatives misrepresented the timeshares and deceived the Complainants into getting benefits and features that were not part of the timeshare. The Complainant has attempted to resolve the issue with the Respondent and the Respondent has refused to cancel the contract and refund the monies paid by the Complainant. The Complainant was not told there would be additional fees. The Complainant attended a timeshare meeting during a vacation booked with the Respondent and alleges the Respondent's salesman began pressuring the Complainants to become members and purchase a timeshare. The Complainants were not told about the legal right to rescind the contract within 10-day of purchase. The Complainant never used the timeshare and were deceived into believing false benefits of profitability and investment of the Respondent's product. Also, the maintenance fees and hidden fees for this product are too expensive. The Complainant requests the Respondent cancel the contract and refund the monies paid to the Respondent.

The Respondent provided a response and stated the Complainant was only required to attend a 90-minute sales presentation to receive the incentives and there is no obligation to remain past that time. There may be some offers which are on a first-come, first served basis and that is why the salesperson expressed some urgency in a particular offer to the Complainants. The consumer is never obligated to remain past the agreed upon time to receive the incentive or to purchase a timeshare. The closing process is designed to make sure owners understand and are comfortable with their purchase and if they are not comfortable, the closing officer could have addressed it.

The mandatory terms of rescission are fully disclosed and the Respondent has a legal duty to conspicuously disclose the mandatory terms of rescission in the Contract for Purchase and Sale. The Respondent does not have to verbally relay them, but it is clearly set forth in several documents reviewed and signed by the Complainant. The Complainant also executed a Receipt for Timeshare Documents and acknowledged the CD-ROM provided was reviewed prior to the expiration of the rescission period. The Acknowledgment of Representations (AOE) document is also executed and this is done to make sure there are no misunderstandings regarding what is represented to a potential purchaser. The Complainant signed this document and indicated that the document was understood and there were no representations made regarding the investment or sale potential of the timeshare and there is no form of resale or rental through the Respondent. The Complainant was told there is no accrual or carryover of unused time from one year to subsequent years. The Complainant was advised of the maintenance fees in the Contract and Closing Disclosure list and it is an estimated amount. This document also clarifies that dues may increase over time. The Respondent is not blaming the Complainant for not being aware of all these disclosures but relying on the fact that the Complainant was informed and advised because of the signatures on these documents that contradict the Complainant's allegations. In the absence of any proof or further documentation, the claims cannot be verified or confirmed and the allegations are valid. The written contract will always supersede any verbal statements. The Respondent states the contract is valid and legally binding and cannot be cancelled or refunded. The Respondent encourages the Complainant to contact the Respondent's Account Services Team for assistance and also to request assistance to bring the account into a current status.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

22. 2021003871
Opened: 3/9/2021

Unlicensed

History: None

The Complainant is a Tennessee resident and the Respondent is a licensed Timeshare registrant and Florida corporation.

The Complainant is requesting the Respondent cancel the timeshare. The Complainant claims the Respondent stated the points accrued would be transferrable to gift cards for family and friends. The Complainant was also told it could be rented. The Respondent was never able to rent the timeshare for the Complainant even after the Complainant had placed the timeshare on the Respondent's rental list. The Complainant was also told by

the Respondent the cost of the timeshare could be refinanced; however, the Complainant has been unable to refinance the loan at a lower interest rate. The banks have indicated the timeshare is not even considered a tangible asset. Also, the maintenance fees are too high. The Complainant has only been able to use their points three or four times since originally purchased. The fees to change locations are also very high and are called exchange fees. The Complainant is 73 years old and her husband is 70 years old. The Complainants do not want to risk their health by traveling. The Complainant alleges the Respondent has been targeted by unethical sales tactics.

The Respondent provided a response. The Respondent indicated the Complainant purchased a timeshare from the Respondent on July 18, 2016. The Complainant also upgraded their timeshare interest with additional purchases on September 30, 2016 and July 21, 2018. The Respondent indicated the Complainant filed the same complaint with the Florida Better Business Bureau in the latter part of 2020. The Complainant was provided all sales documents and even were provided the necessary information to cancel each of the purchases. The Complainant was not under any obligation to purchase the timeshare at any time. The Respondent has denied the Complainant's request to cancel the contract and refund the Complainant all monies paid to the Respondent. Also, the Complainant's Owner Beneficiary Rights were terminated for the September 30, 2016 and July 21, 2018 purchases due to non-payment of the amounts owed under the Promissory Notes signed by the Complainant. The Complainant also defaulted on the July 18, 2016 mortgage loan due to non-payment of the amounts owed under the Promissory Note signed in the purchase. The Owner Beneficiary Agreement and membership in the Bluegreen Vacation Club was terminated on February 15, 2021.

The rescission and cancellation period for the contract has expired. Additionally, pursuant to Tenn. Code Ann. § 66-32-119, the statute of limitations for the Complainant to file a civil lawsuit concerning the validity of a timeshare contract has expired. The cancellation must be done within a four (4) year period of the date of the contract. The Complainant purchased the timeshare property over four (4) years ago.

There is insufficient evidence to show the Respondent violated any of the timeshare laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

- 23. 2021008791**
Opened: 3/9/2021
- First Licensed: 9/29/2009**
- Expires: 9/28/2021**
- Type of License: Real Estate Firm**
- History: None**

Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Real Estate firm.

The Complainant submitted a complaint to the Florida regulatory board for timeshares and since the transaction occurred in Tennessee, the Florida regulatory board did not have jurisdiction over the timeshare purchase. The Complainant was advised to contact the Tennessee Real Estate Commission. The Complainant first purchased in Williamsburg, VA in 2005. The Complainant only began using it in 2014 when the Complainant went to Port Canaveral. The Complainant later purchased another timeshare in July 2018 and we were convinced to buy 300,000 points. The Complainant later purchased another 50,000 points for a timeshare in Scottsdale, Arizona in January 2019. The Complainant had previously purchased 300,000 points. In August 2020, the Complainant attended an owner's meeting and were placed in a room full of people that were not wearing masks. The Complainant's spouse was on disability from PTSD from a prior abusive husband she was married to for 30 years. The Complainant and his spouse were 72 and 69, respectively. In August 2020, the Complainant purchased 200,000 points in Lake Tahoe, and wanted to get rid of the 50,000 Signature points. The salesman was persistent and kept urging the Complainant to purchase the timeshare. The Complainant alleges the Respondent engaged in fraud because the Complainant purchased 50,000 points for a total cost of \$12,500, closing costs of \$1,090.43 and \$365 in maintenance fees. Instead, the loan was for 150,000 points at \$21,460.25, closing costs of \$1,401.42 and \$431.25 in maintenance costs. The Complainant did not want to purchase and indicated their grandkids were there and wanted to think about it. The salesperson insisted and the Complainant made the purchase. On August 6, 2020, the Complainant returned to see the salesperson and stated they did not want to go forward with the purchase because the contract did not look correct and the

Complainant could not afford it and wanted to cancel and keep the signature points. However, the salesperson cancelled the signature points and there was nothing that could be done. The Complainant just wanted the current transaction cancelled and not the signature points previously purchased, however, the signature points were cancelled. The Complainant just wanted to be back in the position they were before the last purchase of the timeshare. In October 2020, the Complainant noticed the payments for the timeshare were being charged to the Complainant's credit card and the Complainant's spouse never agreed to have the charges made to her credit card. The credit card that was used on file for booking the rooms was also used for the purchase of the timeshare. The Complainant inadvertently signed the credit card authorization form not realizing it was to authorize the charges on the spouse's credit card. The Complainant alleges the Respondent never obtained authorization for the payments to be charged to the credit card. At the end of November, 2020, the Complainant got the maintenance fees for all three resorts purchased by the Complainants in the total amount of \$4,800.

The Respondent provided a detailed and extensive response to the Complaint. The Complainant purchased the timeshare for the first time on December 8, 2014. The purchase was a float week ownership and not a part of the Club program. The Complainant elected to forego the purchase a timeshare interest and join the Club program. The Complainant purchased a pre-paid vacation package for one (1) eight day stay at the choice of several specified resorts. The Complainant was required to attend a timeshare presentation at the time of the eight (8) day vacation. The Complainant made the booking and attended a presentation on October 16, 2016 and decided to trade-in the initial interest for the purchase of the annual timeshare interest and enrolled in a Club program. The Complainant received 127,000 club points per year. In December 2017, the Complainant attended a marketing program and purchased a mini vacation and attended a timeshare presentation on July 10, 2018 and decided to trade-in the upgrade for a standard interest and this entitled them to 300,000 points per year. This was the second upgrade by the Complainants and this advanced the Complainants to the preferred club level and this would provide them with additional benefits, such as, complimentary stays, advanced booking window discounts, free reservation upgrades, and more. In January 2019, the Complainants attended another timeshare presentation on January 29, 2019 and during this presentation, the Complainants elected to add onto their ownership portfolio by purchasing a signature collection interest and added 50,000 club points per year. In August 2020, the owners were vacationing and attended another sales presentation on August 4, 2020 and traded-in the signature interest for the purchase of a standard interest and this entitled them to 200,000 club points. This was the third upgrade. This advanced the Complainant to a higher member level, the Premier Platinum level. On October 5, 2020, the Complainant added to their ownership by purchasing a signature interest and added 50,000 club points per year. The Complainants

have three active timeshare interests. All financial disclosures were clearly and conspicuously disclosed to Owners in the purchase documentation, including, without limitation, the Purchase Agreement, Closing Disclosures, Promissory Note, Mortgage, and Owner Clarification Form. Prior to Owners' execution of the purchase documentation for each respective purchase, they were presented with a one-page Purchase Proposal for their review and approval. It was not until Owners approved and executed the Purchase Proposal that they then met with a Quality Assurance Officer to review and execute the purchase documentation. The Quality Assurance Officer is always available to answer any questions related to the purchase and/or the purchase documentation to ensure that Owners understood and agreed to the terms contained therein. It was clearly and fully disclosed to Owners at the time of purchase that the purchase price for the Third Upgrade was \$32,990. The Complainants claim they returned to the sales center two (2) days after their purchase, requested to speak with their sales consultant, and advised that they wanted to rescind their purchase. This is untrue. There is no record the Complainant returned to the sales center following the purchase to request a contract cancellation. A statement was obtained from the sales consultant who assisted the Complainant and the sales consultants denied that this occurred and further advised during the course of the sales consultants career with the Respondent, no owner has ever returned following a purchase to request cancellation of the contract. The agreement clearly discloses in conspicuous type that "*You may cancel this Agreement without any penalty or obligation within 10 (ten) calendar days after the date you sign this Agreement...If you decide to cancel this Agreement, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent*". The Respondent has no record of receiving any cancellation notice from the Complainant. The Complainant did not timely rescind their purchase, the deed and mortgage applicable to their purchase of the Third Upgrade have been recorded in the real property records and Owners are not eligible for contract cancellation at this late date. The Respondents record show the Complainant agreed to the financial obligations attendant to the purchase of the Third Upgrade and that in connection aforementioned credit card was provided as the payment method for the down payment. The credit card authorization was signed and the Complainants authorized the monthly mortgage payments be charged to the credit card. The Complainants were provided with clear disclosure of all financial obligations attendant to their purchase. Accordingly, Owners agreed to finance \$14,567.68 of the purchase price, to be repaid in 120 monthly installments of \$243.57 each commencing December 5, 2020. The Respondent believes the Complainants may have enlisted the assistance of a third party "consumer advocacy" company to assist them with filing the Complaint. This determination has been made because the Respondent stated this complaint is very similar to other complaints filed by other timeshare owners who have admitted to using such third-party companies. These consumer advocacy" companies file complaints raising unsubstantiated and baseless allegations of misconduct in an effort to extricate timeshare owners from their contractual obligations. The business practices of

one of these “consumer advocacy” companies were the subject of a May 2013 lawsuit filed by the Texas Attorney General’s office that resulted in a final judgment against the company and a civil penalty of \$5,000,000 (State v. Advocate for the Consumer (Mediation) LLC, d/b/a Legal Advocate for the Consumer, DC-13-04744 (May 28, 2013)). In August 29, 2018, Developer obtained a final injunction against a law firm and its principal attorney, prohibiting them from engaging in further timeshare exit services (Orange Lake Country Club, Inc., et. al. v. Castle Law Group, P.C., et. al., Case No. 6:17iev-01044-GAP-DCI (M.D. Fla.)). In addition to the injunction, the Tennessee Board of Professional Responsibility suspended the principal attorney upon a finding that the Principal Attorney poses a threat of substantial harm to the public. Also, the Washington Attorney General’s office has filed complaints against other consumer advocacy groups and sought injunctions against them.

There is no evidence the Respondent has violated the Tennessee Timeshare Act of 1981.

Recommendation: Close.

Commission Decision: The Commission accepted counsel’s recommendation.

24. 2021009401

Opened: 3/9/2021

First Licensed: 8/23/2017

Expires: N/A

Type of License: Time Share Registration (Time Share Exempt)

History: None

The Complainant is a Virginia resident and timeshare purchaser and the Respondent is a licensed Time Share Registrant and Florida corporation.

The Complainant purchased a timeshare on July 4, 2018 after attending a sales presentation. The purchase was for \$9,000 and the Complainant later decided to cancel the

timeshare. On July 6, 2018, the Complainant sent an e-mail to the salesperson to cancel the contract. The salesperson responded and stated he would get back to the Complainant later. The salesperson agreed to contact the other individual and never stated the purchase would not be cancelled. The Complainant engaged the services of a consumer advocacy law firm to help them to cancel the contract.

The Respondent provided a response and stated the Complainants purchased the timeshare on December 16, 2018 and received a one-time allocation of 300,000 points. The program the Complainant purchased allows individuals the ability to experience the timeshare club flexibility and consider a permanent ownership interest in a timeshare. On July 4, 2020, the Complainant purchased a membership interest and club ownership. The Complainants purchased 154,000 points and received a one-time bonus points to be used between October 1, 2020 to September 30, 2022. The Complainant agreed to apply for the credit card and signed and received a sales charge in the amount of \$3,133.59 for the purchase and also charged \$6,000 for the remaining down payment. The Complainant signed and received the Pre-Authorized Auto Pay Plan Set up Form that authorizes the Respondent to charge the monthly loan payment of \$192.62, assessment payment of \$95.59 and vacation sidekick annual membership renewal of \$59.95. All contract documents were signed and all disclosures were made to the Complainants. There were specific written disclosures provided concerning ownership, discount, trade equity, down payment, monthly assessment and loan payments, programs, resale assistance, rental income, investment, and tax benefit. The Complainant attended the closing with a Quality Assurance Officer and everything was completely explained to the Complainants. The Complainant were also given all information concerning rescission rights and were given the opportunity to carefully review and reconsider all provisions in the contract. The Complainants did contact the Respondent to rescind the contract, however, this was after the rescission period had expired.

There is insufficient evidence to indicate the Respondent has violated the Time Share Act of 1981.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

25. 2021013511
Opened: 3/9/2021
First Licensed: 4/3/2014
Expires: 4/2/2022
Type of License: Time Share Registration
History: None

The Complainant is a South Carolina resident and the Respondent is a licensed Tennessee Time Share Registrant

The Complainant purchased a timeshare in 2016 from the Respondent. In 2017, the Complainant also attended a timeshare presentation and upgraded the timeshare. The Complainant alleges the Respondent were given false promises concerning timeshare ownership. The Complainant alleges the Respondent has engaged in misleading advertising. The Complainant states both the husband and wife have serious medical conditions and undergone open-heart surgery and have difficulty driving. The Complainants also have high medical bills. The Complainant would like to terminate the contract.

The Respondent provided a response and stated the Complainant purchased the flexible use week from another homeowner in 2010 and the second flexible week was purchased shortly thereafter. In 2017, the Complainant cancelled the memberships with the timeshare exchange program and cannot make reservations through the timeshare exchange program and can only make the reservation directly with the Respondent. The Respondent states the sales personnel do not use undue pressure and never represent the purchase is a monetary investment of any kind.

There is insufficient evidence to indicate the Respondent has violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close.

Commission Decision: The Commission accepted counsel's recommendation.

Represents

Shilina Brown

26. 2019058641

Opened: 7/2/2019

First Licensed: 7/9/1991

Expires: 12/31/1994

Type of License: Affiliate Broker - Expired

History: None

Complainant alleges that Respondent took over management of a property management company. Complainant alleges that Respondent is not currently a licensed broker or agent. Complainant alleges that Respondent is participating in unlicensed activity.

A copy of the Complainant's complaint was sent to Respondent on July 3, 2019. To date, Respondent failed to provide a response to the complaint.

Counsel's internal investigation revealed that Respondent's licensure status is listed as "expired".

Recommendation: Dismiss. Counsel conducted an independent investigation finding that the Respondent does not appear to be the owner of the property management company.

Decision: The Commission voted to issue a \$1,000 civil penalty for unlicensed activity.

New Information: The Respondent has provided detailed information indicating the property is owned by the Respondent. The Respondent is not a third-party management company. The Respondent is not required to be licensed and falls under the exemption in Tenn. Code Ann. § 62-13-104(a)(1)(A). The Respondent is an owner of real estate. The Respondent is not engaged in unlicensed activity.

New Recommendation: Close.

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

27. 2020078141
Opened: 10/26/2020
First Licensed: 1/14/2000
Expires: 8/31/2021
Type of License: Affiliate Broker
History: None

Complainant is a Tennessee resident and the Respondent is a licensed Tennessee Affiliate Broker.

The Complainant alleges the Respondent listed a home for sale as FHA loan approved and it was not. There were many FHA violations that did not qualify the home for FHA through HUD requirements. The agent failed to make sure that all items listed in the selling contract were completed by the Seller. Also, the Seller signed a disclaimer that there was no major damage, however, the home is now inhabitable. There were also multiple codes violations. The home did not have active working smoke detectors, water tank was installed directly below the electrical box, crawl space opening 13 inches less than 18 inches from the ground to the bottom of the floor joist, no floor insulation, no HVAC, no GFI plugs, major water leaks, mildew smell, cracked foundational bricks, rotten outer band joists, studs and windows and no moisture barrier.

The Complainant alleges there was major structural and foundational issues which made the home inhabitable. The Respondent also listed the property with a \$2,000 flooring

allowance. The Complainant has filed a complaint with FHA and the loan is in the process of being returned to the lender. FHA is resending the backing on the loan. The house should not have been approved for an FHA loan. There should not have been a flooring allowance and the Respondent deceptively listed the flooring allowance in the MLS listing to get the full asking price for the home. FHA does not approve these repairable incentives. The Complainant requests the Commission revoke the Respondent's license. The Complainant has requested a meeting with the Principal Broker and to date, has not heard back from the Respondent's Principal Broker. The Complainant has also requested the Respondent insurance information to file a claim. The Complainant alleges the Respondent had a duty to ensure the contract was correct and upheld and cannot misrepresent a property. To date, the Complainant has expended \$28,730 in repairs and there are many more major repairs that need to be done to the home.

The Respondent was sent another follow-up request by Legal Counsel and the Respondent has still failed to provide a response.

Recommendation: Authorize a contested case proceed and assess a \$1,000 civil penalty with authority to settle by Consent Order for violations of Tenn. Code Ann. § 62-13-313(a)(2).

Commission Decision: The Commission accepted counsel's recommendation.

New Information: The Respondent submitted a timely response to the Department. The response was inadvertently not transmitted to the Legal Division for review and submitted after this matter had been reviewed by the Commission. The Respondent did provide a timely response and the failure to respond violations is incorrect.

The Respondent stated in the response the property was purchased on April 30, 2014 by an FHA loan. The MLS sheet stated it would be sold FHA or otherwise. The Complainant had a home inspection done on the home on August 7, 2020. The repairs were negotiated between the parties and the repair amendment was executed. After the home inspection and FHA appraisal were completed, the Complainant closed on the home with the FHA loan. Also, a final walkthrough was completed and there appeared to be water was coming through the garage wall, however, there was no water coming in from the ground. The Respondent contacted the Seller about the water and the Seller indicated the garage floors had been pressure washed. A plumber was also called to conduct an inspection on September 18, 2020 and there were no water issues or other findings concerning the plumbing system in the home.

The property closed later that afternoon. Later, the Respondent's mother contacted the Respondent's Principal Broker and indicated a complaint would be filed against all the agents involved in the transaction.

New Recommendation: Close.

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

- 28. 2020088121**
Opened: 12/14/2020
First Licensed: 6/23/2011
Expires: 1/25/2018 (Voluntary Surrendered)
Type of License: Vacation Lodging Service

Complainant is a Tennessee resident and the Respondent is an owner of short-term rental units.

The Complainant made a reservation in January 2020 for a cabin in Tennessee for the period of November 13-November 15, 2020 and paid with a credit card. The Complainant called to confirm on March 27, 2020 and again called on November 9, 2020 to get the code for entry and was told it had been rented to someone else because they would stay an extra day. The Complainant called the corporate office and was told the property was not rentable and that is why it was cancelled. The Complainant called the credit card company and the money had not been refunded. The reservation was for 23 family members and many of them were coming from out of state. The Complainant alleges the Respondent defrauded the Complainant.

The Respondent provided a response and stated the Complainant made the reservation through Expedia and the Respondent is the channel manager for Expedia. The Respondent provides short term rentals. It receives and disburses the funds related to reservations. The Respondent does not receive guest funds from the Online Travel Agency or Channel Managers until after the completion of the guest stay and so the Respondent never received any of the funds related to the Complainant's reservation. On March 25, 2020, the channel manager was not paying the Respondent amounts owed to it, the Respondent cancelled all reservations through the channel manager. The Respondent then contacted each renter by

telephone and notified them of the cancellation and offered an opportunity to rebook the stay. The Complainant was notified March 27, 2020 and did not rebook his stay. The hold that was put on the room was removed after the Complainant did not rebook. The reservations were rebooked on June 22. The Respondent heard nothing until November 9, 2020. The Respondent does not know if the channel manager refunded the Complainant, but the Respondent never received any funds from the channel manager.

The Respondent is not subject to the jurisdiction of the Tennessee Real Estate Commission. The rental is a short-term rental.

Recommendation: Counsel recommends deferring this matter to the next Commission meeting to review/search the vacation lodging and short-term rental licensing question.

Commission Decision: The Commission accepted counsel's recommendation.

New Information: The issue of licensure as a vacation lodging service is not applicable to this Respondent. The Respondent is an owner of the property and falls under the owner exception in the statute. The Respondent is not required to have a license under the Tennessee Real Estate Broker License Act and is not providing any services for residential units owned by others. The Respondent is the owner of the units. The local municipalities short-term rental regulations apply to this Respondent.

New Recommendation: Close

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

29. 2019100091
Opened: 12/11/2019
First Licensed: 3/8/2018
Expires: 3/7/2020
Type of License: Affiliate Broker - Retired
History: None

Complainant is a Tennessee resident. Respondent is a real estate licensee in retired status.

Complainant states that the Respondent refused to provide them with a property disclosure document. Complainant states that they contacted Respondent's office several times and did not receive a response to their requests. Complainant states that they had a right to know information about the home such as its age, whether anyone died in the home, and whether the home had been vacant.

The Respondent is in retired status and has not filed a response to date. Counsel attempted to contact Respondent but did not receive a response.

Recommendation: \$1,000 civil penalty for failure to respond.

Decision: The Commission accepted counsel's recommendation.

New Information: Respondent no longer resides in Tennessee and lives out-of-state. We are unable to serve the Notice of Hearing and Charges out-of-state and the license is expired.

New Recommendation: Close and Flag

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

New Matters

Pamela Vawter

30. 2021008161

Opened: 2/22/2021

Unlicensed

History: None

Complainant is a Tennessee resident. Respondent is the unlicensed owner of a property management company.

Complainant alleges that Respondent is claiming to be a real estate agent for individual property owners seeking property managers. Complainant contends Respondent is not a licensed broker but is performing duties requiring a license. She alleges that Respondent is claiming to work under a license for a certain real estate firm. Complainant states Respondent is selling properties on assignment.

Respondent provided a response as well as a response by his attorney in which he denies having held himself out as a real estate agent. Respondent states that he affirmatively informs all clients that he cannot sell properties for them when they ask him to do so. Respondent provided examples of communications with tenants in which he referred sale inquiries to licensed agent. Respondent also contends that the complaint is false and frivolous because the address provided by Complainant is a vacant property, and the name listed as the Complainant does not appear to exist with any online or social media searches.

Counsel has reached out to the Complainant, however, for more information, and Complainant did respond and provided additional information. Complainant states she was referred to Respondent from some online forums for real estate investors and owners looking for property managers. Complainant states she was helping her parents find options for their home. Complainant looked up Respondent on the Commission's website to try to verify that he or his company were licensed for property management. When Complainant could not find the license information online, she contacted Respondent directly to ask if he was licensed by the Commission for property management. Complainant alleges Respondent told her, "yes." Complainant contends that Respondent named a real estate firm he said he is licensed with. The real estate firm name that Complainant identified is separate from the name of property management company Respondent owns and advertises, which threw up a red flag to Complainant. Complainant then verified that the real estate firm Respondent identified is a licensed real estate firm, but Respondent is not listed as a licensee with them.

Counsel confirmed that Respondent does have a website for a property management company he owns. The company's website does advertise activities such as valuation and marketing, rent collection, eviction services, and provide rental listings.

Based on the research and information provided by Complainant, it appears Respondent has engaged in and/or claimed to be engaged in managing rental property while unlicensed.

Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity.

Recommendation: One Thousand Dollar (\$1,000.00) penalty for unlicensed activity.

Commission Decision: The Commission accepted counsel's recommendation.

31. 2021010521

Opened: 2/22/2021

First Licensed: 5/18/2005

Expires: 7/11/2021

Type of License: Principal Broker

History: None

Complainant is a licensed affiliate broker. Respondent is a licensed principal broker.

Complainant alleges that she was contacted by a buyer on the evening of January 31, 2021, requesting representation for an offer. Respondent was the listing agent. The buyer and seller had already communicated and verbally agreed upon \$312,500.00. Complainant wrote up an offer and sent it to the buyer. Buyer signed the documents, including an exclusive buyer's agreement. Complainant referred buyer to a lender. Complainant states she immediately sent the offer to the Respondent. Complainant claims Respondent called shortly after and told Complainant there would be no buyer's commission at \$312,500.00. Complainant states it was listed on MLS as 3%. Complainant contends Respondent told her they would counter to recoup the \$9,000.00 commission. The buyer advised Complainant that he would refuse to pay at that price if countered.

Complainant states that the buyer called her later and told her he needed to terminate the agreement and that he would not be buying the house. Complainant sent the termination paperwork and buyer signed. Complainant alleges the buyer called and texted multiple times asking Complainant to obtain her broker's signature because his wife was upset about the agreement. On February 8, 2021, Complainant received a call from the lender with a question, and Complainant discovered that house went under contract on February 4, 2021, and the offer date was February 2, 2021. Complainant alleges that Respondent induced her client to terminate the buyer's agreement so they could sell at the offer price Complainant wrote up without paying Complainant's commission.

Respondent submitted an answer stating that the seller had contacted him on January 30, 2021, stating he had found a buyer, and they had agreed on a price of \$312,500.00 if Respondent would cut his commission to 3% given seller had produced the buyer. Respondent alleges he asked the seller point blank if the buyer was working with another agent, and the seller stated the buyer had told him no. Respondent called the buyer and asked him directly if was working with another

agent, and the buyer assured him he was not. Respondent then agreed to charge the seller a 3% commission.

Respondent met with the buyer on Sunday, January 31, 2021, to show the house, after which the buyer confirmed he wished to buy the house and asked Respondent to write up a contract at that time. Respondent told him he did not feel comfortable writing up a contract on a Sunday and would send him one on Monday. Respondent called buyer on Monday, February 1, 2021, to ask a question about earnest money, and the buyer told him he had another agent write up a contract for him. Respondent let the seller know the buyer now had an agent and asked what he wanted to do about the deal. The seller instructed Respondent to counter at \$321,500.00 to compensate for the buyer's commission. No reply was received to the counteroffer by the deadline, and Respondent believed the deal was dead. A couple of days later, the buyer called stating he had explained about the verbal agreement to Complainant, and that she signed an agency release and was okay with it. Respondent contends the buyer then asked him to write an offer for the agreed upon amount.

Respondent states that he went over the whole process of process of purchasing a home with buyer when he showed the property, and the buyer never mentioned anything about wanting to use another realtor. Buyer agreed to allow Respondent to work as a facilitator. Respondent states that Complainant's broker has never reached out to him. Respondent states he never encouraged the buyer to cancel the contract with Complainant, and the price for the counter was the seller's idea. Complainant states that the deal fell through due to a bad a home inspection report.

Respondent states he has been in the business for 17 years and never had an issue with another broker. He states that he runs a Christian-based business, and that he strives to always do what is right. He states he did not intend to do anything to prevent Complainant from obtaining a commission and that he has lost several nights' sleep over this matter.

Based on the information provided, there is insufficient evidence that Respondent violated the rules or statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

32. 2021012421

Opened: 2/22/2021

First Licensed: 10/31/1997

Expires: 1/5/2022

Type of License: Affiliate Broker

History: None

Complainant is an out-of-state resident. Respondent is a licensed affiliate broker.

Complainant alleges he engaged Respondent to inquire about a property under construction. Respondent sent several inquiries to the builder. Complainant states he submitted a full price offer on February 7, 2021, through his own agent. Complainant contends that his agent and Respondent discussed that the offer was close pending two items. Complainant states he submitted a second offer correcting the items. The offer attached a house blueprint, the MLS listing, and a list of assumptions. Complainant contends that his agent had a phone call with Respondent on February 10, 2021, in which Respondent stated he made a mistake listing the property, and the builder was not inclined to pre-sell. Complainant alleges his agent asked if there was a way to salvage the deal, and Respondent stated, “absolutely.” Complainant alleges he submitted a third offer. He contends he received a rejection on February 11, 2021, to the first and second offers but has not received a response to the third offer. Complainant alleges he was either being discriminated against or Respondent was incompetent.

Respondent submitted a response with a detailed timeline of the events and interactions with Complainant and copies of the communications. Respondent states he was first contacted by an agent for Complainant in mid-January. After several discussions and phone conferences about the Complainant’s desires to have the builder modify the original plans, Respondent emailed Complainant’s agent on January 18, 2021, with a list of the proposed finishes and colors the builder had planned of the home. Complainant submitted a list of further questions on January 23, and Respondent obtained answers which were forwarded to Complainant’s agent.

On January 23, 2021, Respondent began receiving the first of many calls from Complainant about changes to the house. Respondent explained to Complainant that the opportunity for change was limited because his client was a spec builder and not a custom builder. Complainant contacted Respondent again on January 27 requesting the cost of five changes he would like to make. Respondent explained it would take time to get the cost of the proposed changes because material prices and labor prices were changing frequently. Respondent provided the quotes on February 4. On February 7, Complainant submitted his first offer with a response time of February 9 at 7:00 p.m. Later on the evening of February 7, Complainant’s agent sent a change order to be considered with the offer. Respondent advised the agent that they would try to get a counter by the deadline, but that there were items written in the special stipulations to which Respondent knew based on prior conversations that the builder would not agree. Respondent also explained that the change order would likely be a problem.

After the discussions between Respondent and the agent, Complainant submitted a second offer on February 9 that was more complex than the first. Respondent called the agent about concerns the builder had with the offers presented, including buyers’ assumptions and ability to make change orders and problems with making the closing date. On February 10, Respondent received a text message from the agent asking if they could go under contract as a builder spec home with the understanding that there will be a price difference when complete, to which Respondent answered, “absolutely.”

On February 10, Respondent received a third offer from Complainant with a response time of February 11 at 7:00 p.m. Respondent had let the agent know it would be the evening of February 12 before they would be able to respond. On February 12, Respondent sent a draft counteroffer to the agent to share with Complainant, advising that he was waiting on signatures by the builder. The counteroffer had a response time of February 16 at 6:00 p.m. On February 16 at 12:07 p.m., Respondent received an email from his broker with a copy of the instant complaint. On February 17, Respondent received a signed rejection of the counteroffer from Complainant.

Respondent states that he went above and beyond to communicate and provide the Complainant and his agents with accurate information to help them make the best decision. Respondent states contends at no point was there any reason for Complainant to feel he was being discriminated against.

Based on the information provided, it does not appear that Respondent violated any rules or statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

33. 2021005391

Opened: 3/1/2021

First Licensed: 7/20/2017

Expires: 7/19/2021

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker.

Complainant alleges Respondent made willful misrepresentations about stains on the ceiling when the Complainant first viewed the property. Complainant contends she was told during the home inspection that the stains were soot. Complainant later had a mold performed and discovered the stains were mold. Respondent's wife represented Complainant in the purchase of the home. Complainant contends Respondent acted as their proxy during the inspection. Complainant alleges Respondent's wife hired the inspection company and Respondent was present during the inspection and interacted with the inspector and contractors hired by the seller to remedy the issues found in the inspection.

Respondent submitted a response stating that he was present during the home inspection but remained in the kitchen/living room area for approximately 2.5 to 3 hours. At one point when the inspector was in the vicinity of the living room area, Respondent happened to look up at the ceiling and notice stains. Respondent requested the inspector look at the stains and asked if he thought it could be soot from the wood burning fireplace. The inspector stated that he did not have a ladder to get close to the stains but opined that it was probably soot. At no time did the inspector indicate to Respondent that he was concerned about the stains, unsure of the cause, or that he believed the stains were mold. Respondent's impression was that the inspector did not think the stains were a problem. Respondent states that if the inspector had suggested to him that the stains could possibly be mold, he would have disclosed that information to Complainant. Respondent states he did not observe any similar stains in any other section of the property.

After the home inspection, Complainant forwarded the inspection report to Respondent to discuss highlighted portions. Respondent states he only reviewed the highlighted portions of the report, pursuant to Complainant's request, for purposes of discussing them with Complainant. The highlighted portions did not mention any concerns about stains on the ceiling. There was no mention of any stains in Respondent's discussion with Complainant.

Respondent states he was not present for Complainant's final inspection of the property. The parties executed the Buyer's Final Inspection form (RF660) on August 5, 2020, indicating that the repairs and replacements "have been made to our satisfaction, and we agree to accept the Property in its present condition."

Respondent states he has advised Complainant that he is not a professional inspector nor a mold expert. Respondent states that, although he did nothing wrong, he offered to pay for mold remediation as an olive branch to Complainant, and Complainant rejected the offer. Respondent alleges that Complainant wanted him to sign an affidavit to assist her in bringing a claim against the home inspection company and sellers, but

Respondent chose not to do so given Complainant's attempt to assign blame to him.

Based on the information provided, Counsel does not find that Respondent violated the Commission's rules or statutes.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

34. **2021011561**
Opened: 3/1/2021
- First Licensed: 10/17/2018**
- Expires: 10/16/2022**
- Type of License: Affiliate Broker**
- History: None**

Complainant is a licensed broker. Respondent holds an affiliate broker license in retired status.

Complainant alleges that he received an email from Respondent on February 10, 2021, advertising a property for sale. Respondent identified himself in the email as an Acquisitions Director for a company. Complainant contends that Respondent's license was retired at the time, and he is concerned that Respondent may be engaging in unlicensed activity.

Respondent provided an answer denying that he is engaging in unlicensed activity. Respondent states his company buys and sells investment properties. The property in the email is one in which there is an executed contract between Respondent and the seller. Respondent states the company is not looking to sell the property but rather to assign the contract rights to an end buyer.

Respondent acknowledges that his license is retired but states there is a personal interest disclosure clause in the purchase agreement that states, "Seller understands Buyer is a licensed real estate [sic] in Tennessee. Buyer is not acting as a transaction broker or facilitator and is not an agent for either party." Additionally, there is a disclaimer at the bottom of the email that states the company "is marketing our equitable interest in the property."

Based on the information provided, it appears this matter falls under the exemption set forth in Tenn. Code Ann. § 62-13-104(a)(1)(F).

Recommendation: Close

Commission Decision: The Commission voted to defer this matter to the next Commission meeting.

35. 2021012391

Opened: 3/1/2021

First Licensed: 3/16/2015

Expires: 3/15/2023

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker. Complainant was a prospective buyer, and Respondent is the seller's agent.

Complainant alleges that he was attempting to purchase a certain home until the seller decided in January of 2021 that he no longer wished to sell because it was taking too long to close. Complainant does not take issue with the seller backing out of the sale but contends the seller was responsible for the cost of the appraisal pursuant to the signed

agreement. Complainant states he had to pay for the appraisal, survey, and inspection, which totaled \$1,250.00. Complainant's agent told Complainant the seller refused to pay Complainant back for the cost. Complainant then contacted Respondent (seller's agent) to find out why Respondent and the seller refused to reimburse the Complainant's costs. He states Respondent told him that if the contract runs out, seller does not owe the money. Complainant states Respondent then directed him to Respondent's principal broker, who responded that she had to look over the information. Complainant contends that both Respondent and the principal broker's attitude were unprofessional. Complainant states that the principal broker called him back two days later and stated that the seller was still willing to continue with the sale if Complainant was interested and stated she would write up a new contract. Complainant refused and asked for the money back.

Respondent's principal broker submitted a response on behalf of the Respondent. The broker states that Complainant did call Respondent regarding concerns about the agreement, and Respondent directed Complainant to the principal broker. Respondent did not feel comfortable speaking with Complainant because Respondent did not represent him. Complainant had his own agent with whom he did not appear to be communicating. The broker did advise Complainant that she was not able to have a conversation regarding the transaction until she looked at the file in full. Complainant continued to tell the broker that Respondent owed him money, and the broker tried to explain that her agent was not responsible for any payments such as survey and appraisal costs.

The broker reviewed the file and attempted to call Complainant's agent's broker (with no return call). The broker noted called Complainant back and explained the seller would still like to sell the property and would work with Complainant if he could obtain his financing and move forward to closing. The broker explained she could contact his agent to rewrite the contract. The broker denies ever stating that she would write a contract. Complainant was not interested in moving forward and wanted the seller or Respondent to pay him \$1,250.00. The broker states Complainant continued to threaten her company and Respondent, so she wished Respondent well and got off the phone. The broker states that Complainant/buyer is asking for seller to pay for items that were ordered by him.

Upon reviewing the contract and other documents signed by the parties, Counsel did not find any provisions requiring Respondent (or seller) to reimburse Complainant for survey and appraisal costs. This matter is a contract dispute between the buyer and seller. Based on the information provided, Respondent did not violate any rules or statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

- 36. 2021012521**
Opened: 3/1/2021
- First Licensed: 7/24/2007**
- Expires: 12/16/2021**
- Type of License: Principal Broker**
- History: None**

Complainant is a Tennessee resident. Respondent is a licensed principal broker.

Complainant contracted Respondent about leasing space in a commercial building to set up a shop. Respondent represented the owner in a meeting on January 29, 2021, after Complainant had viewed the space. Complainant contends Respondent was a bit awkward and standoffish. Complainant claims Respondent told her she could sublet as long as she did not bring a drug dealer. Complainant contends she texted Respondent on the following Monday and Tuesday and did not receive a response. Complainant had a friend call in a ruse to see if Respondent answered. Complainant states Respondent answered right away and offered to show the space to the friend. Complainant alleges she called again, and Respondent told Complainant she would need to submit financial information to make sure she could afford the space. Respondent told Complainant to email the information to Respondent's boss. Complainant states Respondent emailed her the following day to say that they would not consider Complainant because she did not provide financials, and the property is no longer available. Complainant states the property is still being offered, and Respondent is still showing the space.

Complainant provided a copy of her email to the owner, which confirms that no financial statements were provided. Complainant told the owner in the email that she did not have a business accounting because she had been limited to online sales, and, therefore, she could only verbally attest to her earnings. Complainant also provided a copy of the email from Respondent advising Complainant that the owner states there were no financials attached, and “[s]ince we do not have financial information provided then the ownership does not want to move forward with leasing the space at the present time.”

Respondent provided an answer to the allegations, denying any standoffish or awkward behavior during the meeting with Complainant. Respondent had another tour in 20 minutes for a different space in the building. When Respondent first spoke with Complainant, she requested Complainant send an email with when she would want to take occupancy, term of lease, any build out requests, and a proposal to send the landlord. Respondent states Complainant emailed buildout requests and questions, but no details on lease term, start date, entity signing lease, etc. Respondent states Complainant was advised she would have the right to sublease with the owner’s prior approval, and it would need to be a similar business. Respondent states she gave an example that a tenant could not sublease to someone selling drugs as it was not a like business and illegal.

Respondent states she requested financial statements on the business entity and some sort of credit history. Respondent states the owner company was out for a few days when several people tested positive for COVID, and she could not get back to Complainant until all the parties were back. Respondent advised Complainant that the owner will request financials on the business, and Complainant stated she did not have a brick & mortar location in the past. Complainant emailed the owner a bank statement to show the balance in her personal account, but she did not send any payment history, financial statements, or any information on her business. The owner determined that if financials were not provided, they did not want to proceed with the lease. Respondent informed Complainant of the owner’s decision. The space is still available, and Respondent did not represent otherwise.

Based on the information provided by the parties, Counsel does not find that Respondent violated the Commission’s statutes or rules.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

37. 2021013421

Opened: 3/1/2021

First Licensed: 3/5/2007

Expires: 4/23/2021

Type of License: Affiliate Broker

History: None

Complainant is an out-of-state resident seeking to purchase a home in Tennessee. Respondent is a licensed affiliate broker.

Complainant made an offer on a home that Complainant contends was listed as 2,600 sq. ft. with 4 bd/3.5 ba. Complainant made an offer for \$399,900.00, which seller accepted. Complainant contends that the appraisal report stated the house was 2,168 sq. ft. and 3 bd/3.5 ba. The house only appraised for \$323,000.00. Complainant rescinded the purchase and sale agreement on the appraisal contingency.

Complainant states that she provided Respondent with a copy of the appraisal report, but Respondent relisted the home at \$399,900.00 without changing the square footage or bedroom number. Complainant alleges that Respondent knowingly relisted the home under false specs, which Complainant believes is fraudulent advertising.

Respondent provided an answer to the allegations, denying any fraudulent activity. Respondent states that the specs provided in the listing were taken from information provided to Respondent by the sellers. The seller provided a sketch of the home, including dimensions, which Respondent used in the listing. The sketch was also provided to the buyer's agent. Buyer's agent contacted Respondent on February 12, 2021, about a discrepancy in builder's sketch regarding 385 sq. ft. of garage space, which had been

included as livable square feet. The discrepancy was disclosed to all parties of the transaction. Respondent states she'd had no reason to question the measurements provided by the seller, as he was a professional builder.

A copy of the appraisal report was emailed to Respondent at 9:08 p.m. on February 17, 2021. On February 18, 2021, Respondent discussed the findings with the buyer's agent. Shortly thereafter Respondent received a call from a member of the appraisal team informing Respondent that the measurements in the report could be inaccurate because the team had erroneously omitted one of the baths from the measurements. The appraisal team member requested photos of the omitted bath, which Respondent immediately provided.

On February 18, 2021, Complainant opted out of the contract because the appraised value on the report, \$323,000.00, did not meet the purchase price of \$399,900.00. Complainant's FHA loan would not finance anything above the appraised value, and the seller would not lower the asking price to the appraised amount. Respondent did a quick edit on MLS that evening, changing the status from "UC Not Showing" to "Active" and reducing the list price from \$419,000.00 to \$399,900.00. When Respondent arrived at the office on the following morning, she provided the breakdown of square footage (total versus livable) in the remarks section of MLS. She also added a note that the rec room "could" be used as a fourth bedroom. Respondent based the measurements on the dimensions the seller provided. At that time, Respondent had not yet received a corrected appraisal. Respondent requested a corrected appraisal from the buyer's agent. Respondent states all of this was done before any other agent or buyer inquired about the listing or viewed the home. Complainant had already filed the instant complaint on February 18, 2021. On February 20, 2021, Respondent received an offer on the listing with the detailed square footage breakdown boldly displayed on MLS, and the home went under contract. Respondent believes the complaint was an emotional reaction about Complainant losing the desired house.

Respondent allowed a brief number of hours to pass overnight before making an adjustment to the MLS listing regarding the measurements. Respondent relied on the information provided and confirmed by the seller and timely sought out the information from the corrected appraisal report for the listing. Therefore, Counsel recommends a letter of warning concerning the Commission's advertising rules about keeping listing information current and accurate.

Recommendation: Letter of warning about the Commission's advertising rules concerning listings.

Commission Decision: The Commission voted to authorize a formal hearing and issue a Consent Order with a \$1,000.00 civil penalty for failure to exercise reasonable skill and care.

38. **2021013741**
Opened: 3/1/2021
- First Licensed: 1/21/2020**
- Expires: 1/20/2022**
- Type of License: Affiliate Broker**
- History: None**

Complainant is an out-of-state resident. Respondent is a licensed affiliate broker.

Complainant is a member of the security committee for a private gated community neighborhood. Complainant contends Respondent listed the community's gate code in an internet listing. Complainant is concerned that Respondent could have compromised the community. Complainant states Respondent's company did not register with the community's security committee and failed to follow the community's guidelines for real estate companies. Complainant asks the Commission to assist in having the code information removed from the listing.

Respondent submitted a response stating that the gate code was given to her by the seller. Respondent states she thought it was okay to make the code known to interested buyers and list it on the website. Respondent acknowledges she is responsible for the mistake.

Respondent states she immediately removed the information and informed the seller once she became aware it should not have been posted. Because the security team did not know how to contact the seller who owned the property inside the neighborhood, Respondent asked the seller to contact security.

Because Respondent removed the code information and remediated the potential harm once she became aware the code should not have been listed. Counsel recommends issuing a letter of warning concerning diligent exercise of reasonable skill and care in providing services.

Recommendation: Letter of warning concerning diligent exercise of reasonable skill and care in providing services, pursuant to Tenn. Code Ann. § 62-13-403.

Commission Decision: The Commission accepted counsel's recommendation.

39. 2021002321

Opened: 3/1/2021

First Licensed: 11/20/2015

Expires: 11/19/2021

Type of License: Real Estate Firm

History: 2019 Letter of Instruction regarding reasonable skill and care in providing services to all parties

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

Complainant alleges that Respondent is a manager of condominiums. Complainant contends that Respondent hired a home maintenance person to perform home inspections at a condominium. Complainant claims that the home maintenance individual was not a licensed inspector, but that the condominium HOA issued fines for thousands of dollars against the condominium owners based on maintenance person's inspections.

Respondent's principal broker provided a response on behalf of the Respondent firm, denying that the firm hired the home maintenance person. Rather, the HOA hired the home maintenance person. The maintenance person is responsible to the HOA board and is not an employee or appointee of Respondent. The principal broker further states that scope of violations in citations does not require the person performing the inspection to possess any license or certification, and that all citations are directed to the attention of the HOA board for any action taken, not to Respondent. The maintenance person inspections are to check on condo owners' compliance with the HOA rules. The principal broker further denies that "thousands of dollars" in fines have been issued or collected against condominium owners.

The principal broker states that Complainant has repeatedly filed baseless complaints against him and the Respondent firm.

Based on the information provided, Counsel does not find that Respondent violated the Commission's rules/statutes.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

40. 2021004461

Opened: 3/1/2021

First Licensed: 1/21/1999

Expires: 8/10/2022

Type of License: Real Estate Firm

History: None

Respondent is a Tennessee resident and former tenant. Respondent is a licensed real estate and property management firm.

Complainant alleges that she experienced cold symptoms after moving into an apartment and notified the leasing company on November 30, 2020, to have the apartment checked for mold. Complainant was notified via the tenant portal that work was completed on December 8, 2020. Complainant alleges she sent a follow-up email on January 2, 2021, with photos of visible black mold in multiple places in the apartment. Complainant contends that Respondent came back and removed mold but did not check areas in the bedroom and bathroom. On January 12, 2021, Complainant's doctor made the connection that Complainant's symptoms might be due to mold. Complainant states she met with a manager for Respondent on January 13, 2021 and requested that someone recheck everything. Complainant alleges that Respondent has worked on the apartment since that time but there was still visible black mold on the A/C unit, around the shower door, and in the air ducts. Complainant contends Respondent told her it takes time to remediate.

The manager of the Respondent firm provided a response stating that all of repairs that Complainant addressed in the Complaint were completed as of January 25, 2021. The manager submitted the work orders documenting the repairs and remediation. The manager states that Complainant agreed to voluntarily vacate the premises due to health reasons for an autoimmune disorder on February 15, 2021. Complainant executed an Agreement to Vacate and Release to mutually terminate the landlord/tenant relationship.

This is a contractual matter concerning the parties' obligations and warranties under the lease. Based on the information provided, it does not appear that Respondent violated any of the Commission's rules or statutes.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

41. 2021003811

Opened: 3/9/2021

First Licensed: 4/8/1987

Expires: 12/22/2022

Type of License: Principal Broker

History: 2015 Consent Order for failure to supervise (E&O)

Complainant is a Tennessee resident. Respondent is a licensed principal broker.

Respondent serves as principal broker for the firm employing the listing agent for a home Complainant purchased. Complainant alleges that the home was incorrectly listed as having tile and carpet flooring. Complainant acknowledges that the kitchen, laundry room, and dining area “appeared to have tile flooring.” But Complainant claims she discovered after moving in that it did not have tile. Complainant claims that after notifying the listing agent, an offer to settle was made. Complainant did not take the offer, stating that she would need additional time to further research flooring costs. Complainant states it took a while to receive estimates, but she did obtain estimates and forwarded them in a package to Respondent. Complainant states that Respondent did not receive the initial package, and she emailed the information. When she called to speak with Respondent, she alleges that the issue had been turned over to an attorney. Complainant states that she has not heard from Respondent’s attorney on the estimate.

Respondent submitted an answer to the complaint via his attorney. Respondent’s attorney provided a detailed response to the allegations as well as sworn declarations (i.e., a form of affidavit testimony) from the Respondent and listing agent and supporting documentation. Respondent and the listing agent both testify that the listing agent obtained information from the sellers for the listing and entered it into MLS, which specified “Floors: Carpet; Tile.” A copy of the MLS listing sheet was provided to Respondent to review for completeness. It was not reviewed for accuracy, however, because Respondent was not present at the property for obtaining the information.

Complainant was represented by her own agent in the transaction, who scheduled a viewing, which Complainant attended either in person or via video. On October 7, 2020, the sale of the property closed, and Complainant waived the final walkthrough. After the closing, the settlement statement was provided to Respondent. Neither the settlement statement nor the transaction documents gave any indication that the description of the flooring material in MLS was inaccurate.

Sometime between October 7 and December 5, Complainant contacted the listing agent and stated she had moved a rug in the laundry room and noticed the flooring was not tile. The listing agent apologized and explained that she thought the flooring was a tongue in groove type of tile. She offered to purchase tile for Complainant at a local tile outlet. Complainant refused and sometime later sent an estimate for \$6,852.00 for replacement of the flooring.

As required by Tenn. Comp. R. & Regs 1260-02-.01, Respondent devotes his full time to managing his local office. There are ten licensees affiliated with his office. Respondent lists and sells properties but spends an average of five hours each day physically present in the office. He is available while at the office consult with and respond to questions from any licensee affiliated with the office and by cell phone 24/7. The listing agent works primarily from the office, has daily

contact with Respondent, and is able to communicate with Respondent about any question she has concerning a transaction. Respondent, or someone designated by him, provides training classes to affiliates on an ongoing basis. Respondent encourages licensees to attend as much training as possible. Training sessions include education pertaining to client development, contracts, evaluating residential property, listing property, rules and regulations related to Real Tracs, servicing and marketing a listing, conducting an open house, the agency relationship, working with buyers, showing properties, negotiating an offer, post-contract inspections, the closing process, and lawsuit avoidance. The listing agent was an experienced licensee before she became affiliated with Respondent's office in 2016. Since becoming affiliated, the listing agent has demonstrated the knowledge necessary to provide brokerage services to buyers and sellers in any residential real estate transaction.

During the course of the sale of the subject property, the listing agent did not ask any questions of or seek guidance from Respondent. She did not inform Respondent of any specific property condition, and Respondent has never been to the property. Respondent did not learn about the discrepancy to the flooring until after the sale had closed.

Respondent states that Complainant had an opportunity and responsibility to inspect the property and determine the type of flooring. The listing agent believed she had properly identified the flooring as did the Complainant prior to the sale and for some time after. Complainant has not submitted any proof to Respondent or otherwise that the flooring is not tongue in groove tile or some other type of tile. During the transaction, Respondent had no knowledge of the flooring material or of any issue related to specifying the type of floor about which he could have advised the listing agent about entering into MLS.

Based upon the information and documentation supplied by the parties, and the declaration testimony of Respondent and the listing agent, it appears Respondent acted in compliance with the standards and practices in the Commission's rules/statutes for a managing broker in his capacity as supervisor of a licensee.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

42. 2021008591

Opened: 3/9/2021

First Licensed: 2/6/2017

Expires: 2/5/2023

Type of License: Affiliate Broker

History: None

Respondent is a licensed affiliate broker. This is an administratively opened complainant against Respondent for alleged failure to report disciplinary action to the Commission in violation of Tenn.

Comp. R. & Regs 1260-01-.01(6). Specifically, in the process of renewing his license, Respondent answered “yes” when asked if he had been subjected to disciplinary action by a government or professional agency.

Respondent provided a copy of a consent order, which was executed on May 14, 2019. Respondent submitted a response to the complaint stating that he was licensed as a massage therapist at one time. In March of 2017, a client made a complaint alleging that Respondent had acted unprofessionally. The complaint did not contain any specific factual allegations. Respondent states he was not sure what led to the complaint and did not recall anything specific about the massage. By the time he became aware of the complaint, he had stopped practicing as a massage therapist and did not intend to return to that type of work. Respondent consulted an attorney on responding to the complaint, who advised it would be wasteful to spend money on a contested case if he did not intend to use the license anymore. The only allegation in the consent order against Respondent is a broad statement that Complainant alleged he was “unprofessional,” which Respondent denied. Respondent states he never had any other issues with his massage therapy license and has never had any complaints regarding his real estate license.

Upon review it appears that Respondent was first licensed in 2017 and renewed 1/8/19, several months before the consent order was executed. Therefore, the current two-year renewal period is the first time since that entry of the consent order that Respondent would be required to report the discipline. Respondent did report “yes” to the discipline question and has provided a copy of the consent order. Therefore, it does not appear that Respondent is in violation of Tenn. Comp. R. & Regs 1260-01-.01(6) and/or Tenn. Code Ann. § 62-13-312(b)(14).

Recommendation: Close

Commission Decision: The Commission accepted counsel’s recommendation.

43. 2021010331
Opened: 3/9/2021
First Licensed: 11/18/2014
Expires: 2/14/2022
Type of License: Principal Broker
History: None

Complainant is a Tennessee citizen. Respondent is a licensed principal broker.

Complainant alleges that he was hired by Respondent and another person to do some work on

property. Complainant contends that he started the work on February 1, 2021, and finished on February 25, 2021. Complainant states he sent an invoice on February 4, 2021, but was told he would not be paid until February 8, 2021. When he went to pick up the payment, he was given a check but was not paid for extras that he claims were added on January 25, 2021, by the other person who had hired him. Complainant contends there is an unpaid balance of \$181.00.

Respondent submitted a response to the complaint, stating that the transaction with Complainant pertained to work done on a home that Respondent personally owns together with the other person referenced by Complainant. Respondent states the complaint does not involve the performance of any duties as a real estate licensee. Complainant has never been a client, and Respondent has never done any real estate work for Complainant.

Complainant bid on a job to work on Respondent's home. Respondent states the agreement was that Complainant would be paid for the jobs once she and the other owner verified the work was completed. Respondent contends the work was incomplete when Complainant requested payment. Respondent states she was not involved in the alleged conversation between Complainant and the co-owner about additional work and does not have personal knowledge to relay.

This matter is a contractual dispute between the owners and Complainant. Moreover, the transaction at issue is exempt because the Tennessee Real Estate Broker Act does not apply to an owner of real estate with respect to property owned or leased by that person. See Tenn. Code Ann. § 62-13-104(a)(1)(A). Therefore, Counsel recommends that this matter be closed.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

44. 2021013011

Opened: 3/9/2021

First Licensed: 6/8/2020

Expires: 6/7/2022

Type of License: Affiliate Broker

History: None

Complainant is an out-of-state resident. Respondent is a licensed affiliate broker. Complainant engaged Respondent in the sale of her deceased parents' home. Complainant is unhappy with Respondent and alleges that Respondent turned off the security system for the home, contrary to her instructions, leaving the home unprotected. Complainant also contends that Respondent left keys to two sets of sliding glass doors in the interior locks as a convenience for himself. Complainant is also upset that she received an increased water bill for the time that Complainant was showing the home.

Complainant further contends that Respondent left the home inspector in the house unsupervised for several hours while the house had not yet been cleared of personal items. Complainant alleges Respondent had agreed to be present when anyone wanted to see the property. Complainant alleges

that Respondent allowed an earnest money deposit that was below industry standards. Complainant contends that Respondent bullied her into “giving” the buyers \$4,000.00 for electrical issues found in the inspection. Complainant states that the home was exceptionally built by her father and is upset with the problems found in the inspection report as an insult to his workmanship. Complainant believes the treatment she received amounts to elder abuse.

Respondent provided a detailed answer stating that the buyer offered \$1,000 in earnest money to be held with the escrow company. Respondent states they accept contracts with earnest money of \$500.00 to \$1,000.00 in his area and that each contract is evaluated individually.

Respondent denies leaving the home unprotected and states Complainant requested he attend every showing of the property, which he did. All showing requests had to come to him, and he adjusted his work and family obligations to make himself available to open the door of this home for potential buyers. Respondent states he also came to the home for the two home inspections as well as the pest inspection. Respondent states the one and only time a lock box was used was when he attended the initial home inspection. The inspector was late, and Respondent had another engagement across town. Respondent had dealt with the inspector in the past, and he asked him to lock the home and place the key in the combination lock box upon his exit and he agreed. Respondent felt the home was secure with a professional inspector on the premises.

Respondent states that water in the home was turned on for each showing as buyers wanted to examine water pressure in the various bathrooms and kitchen. Upon leaving each time Respondent would shut off the main water valve and drain all the water from the pipes. Respondent states Complainant kept the home at 58 degrees, and he was concerned that any water in the pipes may freeze and cause damage.

Respondent states that, after the home inspection, they received an action list of repairs from the buyer’s agent with thirty-nine items they wished the seller to address. Complainant was upset that any issues were found because she believed the home to be exceptionally built by her father. The house was built by Complainant’s father 60 years ago. Respondent states he explained that a sixty-year-old home may show signs of wear. Respondent states the inspection noted fourteen different electrical issues. Respondent discussed with Complainant multiple times that she would have to address to health, safety, and structural issues such as electrical problems. Respondent encouraged Complainant to have the electrical issues repaired, but Complainant refused. Respondent negotiated \$3,500.00 to the buyers for the electrical repairs, and Complainant agreed. Respondent denied that he yelled at Complainant and states her husband was sitting across from the table and also agreed with Complainant’s recommendation.

Respondent states was very attentive to Complainant’s age, health conditions, and emotions, especially as sale was very personal and emotional for Complainant. Respondent continuously went above and beyond to offer his time and support on additional tasks to help the Complainant. Respondent contends he treated Complainant with professionalism and kindness at all times. Respondent states he wholly denies any accusation of elder abuse.

Based on the information provided, there is insufficient evidence that Respondent violated any of the Commission’s rules and/or statutes.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

45. 2021013591

Opened: 3/9/2021

First Licensed: 2/17/2005

Expires: 10/15/2022

Type of License: Real Estate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensee.

Complainant contends that she submitted a written offer to Respondent (listing agent) on February 18, 2021, at 1:45 p.m. for the full asking price on certain property. Complainant alleges the deadline for response was 5:00 p.m. Complainant claims that Respondent responded to the offer on or about 6:00 p.m., indicating that the client did not have time to respond and would need to extend the deadline to 12:00 on February 19, 2021. Complainant states she responded with a 9:00 p.m. deadline on the offer and did not receive a response.

Complainant complains that she did not have communication from Respondent at 12:00 p.m. on February 19, 2021. Complainant heard from her agent around 2:00 p.m., stating there were multiple offers and that Complainant's offer would need to be updated to be considered. Complainant alleges her agent confirmed there were no other offers. Complainant believes Respondent withheld the offer in order to create a multiple offer scenario. Complainant alleges Respondent breached her fiduciary duty by failing to advise the seller of Complainant's offer.

Respondent submitted a response, stating that the listing at issue went live on February 18, 2021. Respondent's day was stacked with appointments. Respondent received a text from Complainant's agent at approximately 2:00 p.m. on February 18, 2021, stating an offer had been sent. No call or email followed. Respondent was in meetings and did not view the text until past 5:00 p.m. Respondent called her client, the seller, regarding the offer and did not receive a response.

Respondent states that deadline set by Complainant to respond to the offer was unreasonably short. Complainant only gave three hours for the seller to respond. Respondent sent a response to Complainant's agent advising they would not be able to respond to the offer that fast and asked if Complainant could extend until 12:00 p.m. the following day. Complainant's agent responded that he understood and asked if Respondent had received any other offers. Respondent answered, "Not at this time."

Complainant's agent sent a text later stating Complainant would extend the offer until 9:00 p.m. on February 18, and the offer would be terminated if not accepted by that deadline. Respondent attempted three times to reach the seller before the deadline. The seller finally responded around 7:30 p.m., stating he had been working and was out running errands. Seller stated he would not be

in front of a computer in time to respond by 9:00 p.m. Respondent sent a text to Complainant's agent at 8:30 p.m. advising that the seller could not respond by 9:00 p.m. During that time, another offer came in. Respondent let Complainant's agent know about the offer the following morning. Seller was still interested in working with Complainant, and Respondent asked Complainant's agent if they could resubmit the expired offer. Respondent confirmed with the seller that he could respond by 6:00 p.m.

Complainant resubmitted the same offer on February 18, 2021, which the seller reviewed. No terms were changed. Respondent states that Complainant file the instant complaint the same day that the seller and Respondent were asking Complainant to give them enough time to respond. Respondent believes the complaint stems from Complainant's unrealistic expectation of a three-hour response time on day one of the listing. Respondent states the seller's inability to respond was communicated to Complainant's agent, who never asked what a reasonable time might be. Complainant ultimately went under contract with the home once enough time for response was given. Complainant never had to change the offer.

Based on the information provided, it does not appear that Respondent violated any rules or statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

46. 2021007561

Opened: 3/9/2021

Unlicensed

History: None

Complainant is an out-of-state resident. Respondent is an unlicensed entity.

Complainant alleges that Respondent is an unlicensed entity engaged in real estate brokerage. Respondent provided an answer to the allegations via its attorney with a supporting declaration of the owner and documentation. The owner testifies through declaration that he owns limited liability companies which have developed three luxury tiny home communities. Respondent is not a real estate company but rather the inclusive brand name for the three tiny home communities. The limited liability companies oversee the land development for each tiny home community and are responsible for construction, infrastructure, and construction of the tiny homes.

The owner denies that Respondent is a real estate brokerage firm or property management company or that it advertises as such. The owner states that no real estate services are provided by any of the community LLCs. The website provides a gallery of floorplans but does not list any specific properties for sale. Any inquiring potential buyers are referred to a licensed real estate agent.

Based on the information provided, there is insufficient evidence that Respondent is engaged in

activity requiring licensure by the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

47. 2021009571

Opened: 3/9/2021

First Licensed: 1/12/2011

Expires: 1/11/2023

Type of License: Real Estate Firm

History: None

Complainant is a Tennessee resident. Respondent is a licensed real estate firm and rental agency. Respondent served as the property manager for the owner of residential property previously leased to Complainant.

Complainant alleges that Respondent improperly filed a summons against her for rent owed on the first of each month. Complainant disputes the due date of her rent and the accrual of late fees according to the contract. Complainant states she was misled by another agreement she had made in which she paid \$1,250.00 for an addendum and \$1,875.00 in late fees that were not owed. Complainant states she believes the summons was in retaliation for complaints she had made of negligence, harassment, and breach of contract by Respondent. Complainant alleges that she was a victim of fraud and housing discrimination but provides no specific information.

Respondent submitted a response through its attorney stating that the instant complaint amounts to another attempt by Complainant to continue with failed litigation on another front. Respondent states Complainant has brought two legal claims against Respondent concerning the above and other allegations, which the courts have twice dismissed with prejudice. Respondent denies any misrepresentation, discrimination, or fraud of any kind and denies that it engaged in any wrongful conduct.

Respondent was not the property manager when Complainant first leased the subject property but became the property manager later in the lease term. Complainant claims to have paid certain monies directly to the owner, which the owner disputed. The property at issue was leased to Complainant by the owner, for whom a conservator was appointed at some point. The disputed funds were never paid over to Respondent, nor to the conservator as far as Respondent is aware.

Respondent states that Complainant was not current on rent and had other issues of non-performance under the lease. Respondent states that a Detainer Summons was ultimately issued in General Sessions Court on April 5, 2019. Complainant filed a counterclaim about the late fees and monies owed under the lease. Both Complainant and Respondent were represented by counsel in the lawsuit. The court entered a judgment against Complainant in the Detainer Summons case and dismissed Complainant's countersuit against Respondent with prejudice. Complainant filed a

notice of appeal, which was subsequently dismissed for failure to post bond.

Respondent states that Complainant then filed a new case *pro se* in circuit court in which she attempted to re-raise many of her prior allegations. Complainant's claims were accordingly dismissed, with prejudice, on the basis of *res judicata*.

This is a contract dispute matter. Based on the information provided, Counsel does not find that Respondent violated the Commission's rules or statutes.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

48. 2021013251

Opened: 3/9/2021

First Licensed: 6/7/2002

Expires: 9/19/2022

Type of License: Real Estate Firm

History: None

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

Complainant contends Respondent took her application fee of \$105.00 under false pretenses. Specifically, Complainant states she submitted an online application for a rental property on Respondent's website for which she was not qualified, and Respondent would not refund the application fee. Complainant states she completed a self-guided tour of the house and received an email from a leasing agent afterward with instructions on how to apply if she was interested in the house. Complainant alleges that no qualifications were mentioned. Complainant states she was never told about the specific qualifications prior to submitting an application. Complainant later received an email setting forth the qualifications, including no pets and a minimum credit score. Complainant has a dog. Complainant alleges she would not have applied had she known the qualifications. Complainant seeks the return of her application fee.

Respondent submitted a response through its owner, stating that Complainant submitted an application before she ever contacted anyone in Respondent's office. It was not until the application was submitted through the website that Respondent contacted her. Respondent states the first screen that pops up from the website when a prospect wishes to apply is a one-page document that lists the qualifications, required documents, and explains the nonrefundable application fee. Respondent states the applicant must check the "I accept" box before they can proceed further to the next steps. Respondent provided a copy of the screen, along with Complainant's online application and acceptance of the terms.

Respondent provided a copy of the description of the home that a prospect sees when they pull the home up on Respondent's website. The description states, "pets no." Respondent states that the leasing agent would have gone over all of the qualifications for this particular home if Complainant

had contacted them before she applied.

Based on the information provided, Counsel does not find that Respondent violated an rules or statutes of the commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

49. 2021015801

Opened: 3/16/2021

First Licensed: 4/11/2005

Expires: 11/19/2022

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker.

Complainant contends that Respondent verbally attacked and threatened her using racial slurs. Complainant provided screenshots of a number of obscene, profane and/or threatening messages that appear to have been posted by Respondent on Nextdoor app. One of the messages acknowledges they have hacked Respondent's account. There appear to be multiple consecutive password reset requests. None of the messages appear to be related to Respondent's real estate license or any brokerage activity, nor does Respondent appear to be identified as a licensee.

Respondent submitted a response stating that she was the victim of a cyberattack. Respondent states the proper authorities have been notified and reports filed with the local sheriff's department and Federal Trade Commission. Respondent states she verbally spoke with Complainant and explained that she had been hacked. Respondent states Complainant responded that she needed to call to request removal of the complaint. Respondent states that she had no involvement in the messages sent or in the cyberattack.

Based on the information provided, Counsel does not find that Respondent violated any rules or statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

50. 2021004161
Opened: 3/16/2021
First Licensed: 7/12/2004
Expires: 2/5/2022
Type of License: Affiliate Broker
History: None

Complainant is an out-of-state resident. Respondent is a licensed affiliate broker.

First, Complainant alleges that Respondent is operating a vacation rental business LLC without a license. Complainant contends that Respondent owns and manages the vacation rental LLC.

Second, Complainant also alleges that Respondent owns a certain other entity which Complainant contends is engaged in real estate brokerage. Complainant contends Respondent does not place his true affiliated firm name on any of the advertisements for this company. Complainant contends that Respondent made direct payments to other brokers.

Respondent's attorney submitted a response on his behalf along with a supporting declaration and documentation. With regard to the first allegation concerning the vacation rental LLC, Respondent testifies via his declaration that, after discussions with legal counsel, he became aware that his vacation rental LLC is required to be licensed as a Vacation Lodging Service ("VLS") as defined in Tenn. Code Ann. § 62-13-201(b)(1)(C). Respondent states he immediately applied for the VLS license on behalf of the vacation rental LLC and is in the process of taking the required eight-hour introductory course to become VLS designated agent. Once he completes the eight ours, the VLS license application will be ready for processing.

Regarding the second allegation, Respondent testifies through declaration that he is the owner of limited liability companies which have developed three luxury tiny home communities. The entity named in the second allegation of the complaint is not a real estate company but rather the inclusive brand name for the three tiny home communities. The limited liability companies oversee the land development for each tiny home community and are responsible for construction, infrastructure, and construction of the tiny homes.

Respondent denies that the entity is a real estate brokerage firm or property management company or that it advertises as such. Respondent states that no real estate services are provided by any of the community LLCs. The website provides a gallery of floorplans but does not list any specific properties for sale. Any inquiring potential buyers are referred to a licensed real estate agent.

Respondent states the entity has never paid a commission to any licensee. Respondent alleges that the name submitted as the Complainant by be a fake name for disgruntled ex-employee of the entity.

Respondent acknowledges that he engaged in unlicensed activity by operating a vacation rental LLC without the required VLS license. Therefore, Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity.

Recommendation: Authorize a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity.

Commission Decision: The Commission accepted counsel's recommendation.

51. 2021007541

Opened: 3/16/2021

First Licensed: 3/4/2016

Expires: 3/3/2022

Type of License: Affiliate Broker

History: None

Complainant is an out-of-state resident. Respondent is a licensed affiliate broker.

Complainant contends that Respondent is listed as Vice President of Sales for an entity which Complainant contends is engaged in real estate brokerage firm. Complainant alleges that Respondent's affiliated firm is not mentioned in the entity's advertising. Complainant claims Respondent is the broker in charge of the entity.

Respondent provided an answer to the allegations via his attorney with a supporting declaration of the owner and documentation. The owner testifies through declaration that he owns limited liability companies which have developed three luxury tiny home communities. The entity is not a real estate company but rather the inclusive brand name for the three tiny home communities. The limited liability companies oversee the land development for each tiny home community and are responsible for construction, infrastructure, and construction of the tiny homes.

Respondent denies that the entity is a real estate brokerage firm or property management company or that it advertises as such. Respondent states that no real estate services are provided by any of the community LLCs. The website provides a gallery of floorplans but does not list any specific properties for sale. Any inquiring potential buyers are referred to a licensed real estate agent.

Based on the information provided by the parties, there is insufficient evidence that Respondent violated any rules or statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

52. 2021009441

Opened: 3/16/2021

First Licensed: 8/17/1992

Expires: 10/5/2022

Type of License: Principal Broker

History: 2018 Consent Order for Unprofessional Conduct and Lack of Due Professional Care

Complainant is an out-of-state resident. Respondent is a licensed principal broker. Respondent was the property manager for a rental home owned by Complainant's father.

Complainant alleges that her father asked for Complainant's help in selling his rental home in November of 2020. She states her father said Respondent was keeping the rent for repairs to the home and he believed the rent should be going to him. Complainant contends her father later appointed her as his power of attorney. She states she asked Respondent to send her all invoices for the year with vendors names and numbers. Complainant alleges Respondent refused, stating they were her vendors. Complainant states she advised Respondent they wished to sell the home and requested in mid-December that Respondent set up a day for their agent to come take photos. Complainant contends Respondent put them off to January.

Complainant contends Respondent denied entry on the property on many occasions and disputes it was within the amount of notice required to give tenant under the lease. Complainant states Respondent alleged that Complainant's father owed money. Complainant believes Respondent had a bogus agreement drawn up with her father with confusing language. Complainant states she heard that one of the tenants had a pet, but the lease stated no pets. Complainant believes the roof for which Respondent was keeping repair money is still damaged.

Respondent submitted a response setting out the amount owed by Complainant's father under the property management agreement. Respondent did provide a copy of the requested invoices and vendor statements to the father as owner. A copy was also provided with the response. Respondent provided a copy of the property management agreement, as well as a financial statement for the property demonstrating the amounts credited to the owner and the breakdown of charges under property management agreement. Respondent has filed a mechanic's lien on the property. Respondent states Complainant has caused the owner to terminate early in violation of the property management agreement, and the owner owes the termination penalty set forth in the agreement.

Respondent provided copies of messages in which she contacted the tenant regarding

Complainant's request to send someone to the house in mid-December. The tenant requested to wait to January because he had his grandkids staying there for the holidays and did not wish to have other people in the house with the pandemic. Respondent relayed the request to Complainant, who did agree to schedule for January 6.

Based on the information provided by Respondent, this appears to be a contractual dispute between the parties. Counsel finds insufficient evidence that Respondent has violated the rules and statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

53. 2021011841

Opened: 3/16/2021

First Licensed: 1/18/1998

Expires: 8/10/2021

Type of License: Principal Broker

History: 2011 Consent Order for Failure to Supervise an Affiliate; 2015 Consent Order for Advertising Violation

Complainant is anonymous. Respondent is a licensed principal broker.

Complainant submitted a photograph of an office sign which they contend depicts the firm name in smaller font than the name of the agent and logo. Complainant contends the sign has been up for several weeks.

Respondent submitted a response stating that he is operating a branch office under a new firm name. The firm name was recently changed to what is depicted on the sign. Respondent states that the licensee's name is not larger the firm name because firm name (which includes the licensee's last name) is exactly what is listed on the sign. Respondent states they are careful with their signage and marketing to include the licensee's name in letters no larger than the firm name along with the firm telephone number.

Counsel has confirmed the firm name is what is depicted in the submitted photo. Therefore, based on the information supplied by Respondent, there does not appear to be a violation of the Commission's rules or statutes.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

54. 2021014231
Opened: 3/16/2021
First Licensed: 6/4/2020
Expires: 6/3/2022
Type of License: Affiliate Broker
History: None

Complainant is a Tennessee resident. Respondent is a licensed affiliate broker.

Complainant states she is a retired real estate agent who assisted her son in placing an offer on a newly constructed home. Respondent was the listing agent. Complainant states they asked that a one-year builder's warranty be included with the home, and that Respondent stated it was included. Complainant states that the seller, which is an LLC, signed the contract. Complainant also states that the LLC is owner is Respondent's father.

Complainant contends that they received poor inspection reports, including issues with electrical, HVAC, and plumbing. Complainant alleges that she discovered through online research that Respondent was the builder. Complainant alleges his builder license expired in January 2020, a year prior to their contract. Complainant alleges she conducted additional research which uncovered that plumbing permits were not obtained. Complainant alleges that Respondent would have known this as the builder. Complainant contends a building warrant was never a possibility, which the seller would have known. Complainant states they cancelled the contract. Complainant alleges the circumstances amount to misrepresentation and other wrongdoing by Respondent.

Respondent submitted an answer, stating that the one-year builder's warranty was to be serviced through a third party. Respondent provided a Personal Interest Disclosure form executed by the buyer which confirmed the buyer's knowledge that the seller was an immediate family member of the licensee. The seller had committed to addressing any issues that the buyers discovered in their inspections before closing on the sale of the house. Respondent states his connection to this home in the capacity of a contractor was severed upon the expiration of the license for the original contractor one year prior to the transaction at issue. Respondent states that, to his knowledge, all permits were valid and inspections were completed at that point with only final inspections remaining before the use and occupancy letter. Respondent states that no misrepresentations were made on this home. Complainant's contract was terminated within their inspection period, with all earnest money timely returned. Respondent states this complaint seemed to arise after Respondent

rejected a request by Complainant that either Respondent or his brokerage firm pay for her son's inspection costs.

Based on the information provided, it does not appear that Respondent violated the rules and statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

55. 2021017251

Opened: 3/16/2021

First Licensed: 6/16/2006

Expires: 6/15/2022

Type of License: Affiliate Broker

History: None

Complainant is anonymous. Respondent is a licensed affiliate broker.

Complainant contends that Respondent had a listing described in MLS as "coming soon" for over a month. The complaint states it did not look like the listing would be active for another two and a half weeks.

Respondent submitted a response, stating that she confirmed with MLS how long a home may be listed as "coming soon." Respondent provided the response from Realtracs, which stated there was no limit on how long a listing could be in the category of 'coming soon.'

Respondent states there are a number of reasons the house has been delayed in being available to show, including a death in the owner's family, a snow storm, the owner not

residing locally, and additional reasons which are confidential to the owner, all of which had caused delay in preparing the home for sale.

It does not appear that the MLS listing is still described as “coming soon.” Based on the information provided, Counsel does not find that Respondent has violated any rules or statutes of the Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel’s recommendation.

56. 2021013481
Opened: 3/22/2021
First Licensed: 3/8/1996
Expires: 12/22/2022
Type of License: Principal Broker
History: None

Complainant is an out-of-state resident. Respondent is a licensed principal broker.

On October 21, 2020, Complainant entered into a contract to purchase a home and deposited \$1,000.00 in earnest money. The home inspection came back with structural defects which the previous owner did not disclose. Complainant cancelled the contract and contacted Respondent on the week of January 11, 2021, requesting return of the earnest money deposit. Complainant alleges he received a check from Respondent’s firm dated January 17, 2021, which he deposited. The check was returned by Complainant’s bank for insufficient funds.

Complainant contacted Respondent by telephone on February 3, 2021, to inform him about the returned check. Complainant states Respondent contacted him on February 10, 2021, stating he would overnight a cashier’s check and provided a tracking number, which Complainant contends was fictitious.

Respondent provided a response to the complaint, stating that he has paid the \$1,000.00 to Complainant. Respondent provided a copy of the cashier's check, which is dated March 18, 2021. Respondent states the check that was originally mailed to Complainant was written on the wrong checking account by mistake, and it was returned by the bank. Respondent states his office has been closed for several weeks due to health issues and the winter storm, which caused delay in getting the cashier's check out to Complainant. Respondent states that the USPS tracking number that he provided to Complainant was valid and was, in fact, the tracking number that was used. Respondent provided a copy of the mailing label and tracking number.

Respondent acknowledges that he failed to timely disburse earnest money properly owing to Complainant. Therefore, Counsel recommends a civil penalty in the amount of \$1,000.00 for violation of Tenn. Code Ann. § 62-13-312(b)(5) (failing with a reasonable time to remit moneys that belong to others) and/or Tenn. Comp. R. & Regs 1260-02-.09(9).

Recommendation: Authorize a civil penalty in the amount of \$1,000.00 for failure to timely disburse earnest money in violation of Tenn. Code Ann. § 62-13-312(b)(5).

Commission Decision: The Commission accepted counsel's recommendation.

TIMESHARES

57. 2021002881

Opened: 2/22/2021

First Licensed: 4/20/1999

Expires: 12/31/2021

Type of License: Time Share Registration

History: None

Complainants are out-of-state residents. Respondent is a licensed timeshare registrant.

Complainants purchased a timeshare in 2013. Complainants contend they entered into the contract based on false information. They are seeking assistance to terminate their ownership. Complainants contend the sales representative influenced their decision to purchase the timeshare. They were told that a new property was being planned and purchasing then would garner the best deal. They understood from the salesperson that they were investing in real estate that would appreciate.

Complainants allege that when they arrived in 2018 for their annual vacation, they were taken to a smaller condo than normal. They were told this was because of a fire that had destroyed most of the property. Complainants were approached by a sales rep about upgrading their condo. Complainants contend they told the sales rep they could not afford the upgrade, but he would not take 'no' for an answer. Complainants contend they were told they could make a living using a rental program. They felt like they could not leave without agreeing to the upgrade. The signing process was rushed and summarized. They were told by their bank they would need to put up their home as collateral because timeshares were worthless. Complainants are now having trouble making payments due to health and financial issues.

Respondent provided a response stating that Complainants received full and fair disclosure of the terms and signed an Acknowledgement of Representations document to prevent any misunderstandings as to representations that may have influenced the decision to purchase. Complainants signed and initialed indicating they understood there had been representations made regarding investment or resale potential of the timeshare. Complainants were given opportunity to read and review each document carefully. In addition, they were afforded a rescission period, which allowed them to review the terms at their own pace. Respondent contends that the contract is valid and enforceable.

There is insufficient evidence that Respondent has violated any of the laws and rules of the Tennessee Real Estate Commission. The rescission/cancellation period for the contract has expired. Pursuant to Tenn. Code Ann. § 66-32-119, the statute of limitations for the Complainant to file a civil lawsuit concerning the validity of a timeshare contract has not yet expired should Complainant elect to file a claim concerning the contract dispute.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

58. 2021005321

Opened: 2/22/2021

First Licensed: 5/19/2016

Expires: 5/19/2021

Type of License: Time Share Registration

History: None

Complainant is a Tennessee resident. Respondent is a licensed time share registrant.

Complainant purchased a timeshare on March 8, 2019. Complainant states she is in a hardship situation. She is suffering from mental illness and has lived in the VA homeless program. She and her case worker have tried to explain the situation to Respondent, but they refuse to let her out of the contract. Complainant alleges Respondent pressured her into buying the timeshare with promises of free vacations and investments. Complainant states it turned out to be a bad deal in which she has to pay yearly fees. Complainant states she does not have any money and wants to

be released from the contract.

Respondent submitted a response, denying that Complainant was pressured into purchasing the timeshare. Respondent states their sales consultants do not pressure or otherwise force purchasers into making purchases they do not want. At the time of purchase, Complainant executed a Sales Pre-Confirmation Checklist and listed his primary reasons for desiring to purchase the timeshare. Respondent denies that Complainant was promised free investments. Complainant was enrolled into a points-based membership club which allowed him to use points toward reservations, airfare, etc. Respondent states that yearly fees were disclosed to Complainant, in writing, in the purchase documentation executed at the time of sale.

There is insufficient evidence that Respondent has violated any of the laws and rules of the Tennessee Real Estate Commission. The rescission/cancellation period for the contract has expired. Pursuant to Tenn. Code Ann. § 66-32-119, the statute of limitations for the Complainant to file a civil lawsuit concerning the validity of a timeshare contract has not yet expired should Complainant choose to pursue a claim regarding the contract dispute.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

59. 2021006001

Opened: 3/9/2021

First Licensed: 8/19/2009

Expires: 8/18/2021

Type of License: Time Share Registration

History: None

Complainants are out-of-state residents. Respondent is a licensed timeshare registrant.

Complainants purchased a timeshare from Respondent in 2004. They contend the usage contracted for was every other year, but they pay maintenance fees every year. They allege they were told in 2019 that they had to reserve the unit at least six months in advance. When they called to confirm the unit eight months ahead of time, they were passed around through various agents and were unable confirm their week at that time. Since the submission of the complaint, Complainants have advised that they did receive the confirmation from Respondent of their reservation for their preferred week this fall.

This matter involves a contractual dispute. The issue regarding confirmation for the reservation appears to have been resolved. Based upon the information supplied, it does not appear that Respondent has violated the laws and rules of the Tennessee Real Estate Commission.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

60. 2021011031
Opened: 3/9/2021
First Licensed: 8/19/2009
Expires: 8/18/2021
Type of License: Time Share Registration
History: None

Complainants are Tennessee residents. Respondent is a licensed timeshare registrant.

Complainants state they signed a contract to purchase a timeshare from Respondent in 2018. When they visited the resort in 2019, they claim they were notified that the initial contract was temporary and not the whole package. Accordingly, they signed a new contract in 2019, which they contend they were told would give them additional benefits. Complainants contend they did not receive the benefits because there was no availability when they tried to book on several occasions.

Complainants contend they had a job change after signing the contract which resulted in reduced income. They state the contracts with Respondent have caused a financial burden. They want to be allowed to cancel the contract.

Respondent submitted a response denying Complainant's allegations. Respondent states it prides itself on exceptional customer service. Respondent advises that it does consider requests to surrender memberships due to financial hardship on a case-by-case basis. Respondent included the instructions and contact information for Complainants to submit for consideration verifiable documentation of a change in their financial circumstances since their purchase that would affect their ability to pay the loan and annual fees.

This is a contractual matter. There is insufficient evidence that Respondent violated any of the laws and rules of the Tennessee Real Estate Commission. The rescission/cancellation period for the contract has expired. Pursuant to Tenn. Code Ann. § 66-32-119, the statute of limitations for a claim concerning the contract has not yet expired should Complainant decide to pursue a claim regarding a contract dispute.

Recommendation: Close

Commission Decision: The Commission accepted counsel's recommendation.

Chairman John Griess adjourned the meeting at 11:54A.M.



**STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF REGULATORY BOARDS
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243-0572
615-741-3449 FAX 615-741-6470**

Notice of Formal Hearing

Board: Tennessee Real Estate Commission

Respondents: Tracy King – Docket No. 12.18-204550A

Date: April 8, 2021

Time: 8:30 A.M (Central Time)

Location: WebEx – Remote

LINK: <https://tngov.webex.com/tngov/j.php?MTID=mfde3a27558468e1370229906e151607d>

Courses Presented for Commission Evaluation

Sponsor/Address/ Contact	Title/Statutory &/or Rule Addressed	Comment	Instructor(s)	Hours
Appalachian School of Real Estate NEW #1794 Ariel McCrory	Code of Ethics (I) Rule 1260-05-.03(5)(a) A1	Educates students from the Code of Ethics and Standards of Practice of the NAR.	Dustin Walden NEEDS APPROVAL	3
	Protecting Elders from Real Estate Scams (I) Rule 1260-05-.03(5)(a) A2	Explains the most common types of elder scams to safeguard the interests of their clients.		4
	Repurposing Property: Friend, Foe or the “American Dream” (I) Rule 1260-.05-.03(5)(a) A3	Helps agents to master the concepts necessary to repurpose housing and commercial spaces.		4
	Mediate, Litigate, Arbitrate=Be Informed (I) Rule 1260-05-.03(5)(a) A4	Learn the features, advantages, benefits, and limitations of each dispute resolution type.		2
	Environmental Issues in Your Real Estate Practice(I) Rule 1260-05-.03(5)(a) A5	Educate licensees on common hazards in the residential environmental.		6
	Buyer Representation in Real Estate (I) ORule 1260-05-.03(5)(a) A6	Great introduction for buyer agents with a focus on the legal and technical aspects, due-diligence and financial duties.		6

Appalachian School of Real Estate continued.....	TN Course for New Affiliates (I) Rule 1260-05-.03(5)(a) A7	Introduces students to practical applications and will increase their understanding of listings, agency, contracts etc. It is a required pre-license course.	Dustin Walden continued.....	30
	Real Estate Finance and Tax Issues (I) Rule 1260-05-.03(5)(a) A8	Offers invaluable resources for real estate professionals on finance and tax policies.		10
	Solving the Down Payment Dilemma (I) Rule 1260-05-.03(5)(a) A9	To provide information for real estate professionals and solutions to their consumer clients in the marketplace.		4
	Liars, Cheaters, and Thieves: Averting Client Catastrophe (I) Rule 1260-05-.03(5)(a) A10	Protect clients from catastrophe thru a better understanding of the real estate laws and regulations.		3
	TN Real Estate Principles (I) Rule 1260-05-.03(5)(a) A11	This is the required TREC pre-licensing course before taking the exam for licensing.		60
	Millennials: Challenging the Traditional Real Estate Market (I) Rule 1260-05-.03 A12	Examines and educates students on the factors driving today's real estate market.		4
	Twenty Cost Effective Home Improvements (I) Rule 1260-05-.03(5)(a) A13	Discover the most valuable improvements homeowners can make to increase the value of their homes.		4
	Understanding Credit and Improving Credit Scores (I) Rule 1260-05-.03(5)(a) A14	This course will help students understand the in's and out's of consumer credit issues.		3
	Avoiding Deceptive Practices (I) Rule 1260-05.03(5)(a)A15	Provides real estate licensees with the knowledge they need to protect clients and fulfill their disclosure requirements under the law.		4

Appalachian School of Real Estate continued....	Understanding 1031 Tax Exchanges (I) Rule 1260-05-.03(5)(a) A16	Explores the history, rules, and strategy of the 1031 exchanges used to defer tax liability to a later date.	Dustin Walden continued.....	6
	Investment Property Practice and Management (I) Rule 1260-05-.03(5)(a) A17	Determines the advantages and categories of investment property and responsibilities of property managers.		10
	Foreclosures, Short Sales, and REO's (I) Rule 1260-05-.03(5)(a) A18	Explains how to analyze a property to determine potential for short sales; explains the foreclosure process.		6
	Real Estate Finance Today (I) Rule 1260-05-.03(5)(a) A19	Offers invaluable resources from new development in mortgage obligations to flood insurance and RESPA disclosures.		6
	Fair Housing (I) Rule 1260-05-.03(5)(a) A20	Helps students to establish smart business that comply with housing laws.		6
	Red Flags: Property Inspection Guide (I) Rule 1260-05-.03(5)(a) A21	How to adequately inform clients of "red flags" and their obligations of disclosure.		6
	Risk Management (I) Rule 1260-05-.03(5)(a) A22	To inform students on the common components to manage risk; education, risk shifting, anticipation and control.		6
	Challenging the Norm: Millennials (I) Rule 1260-05-.03(5)(a) A23	Examines changes and educates students on the factors driving today's real estate market.		2
	Your Clients' Financing: Do's and Don'ts (I) Rule 1260-05-.03(5)(a) A24	Inform and engage agents in strategic marketing skills; with the knowledge to make appropriate decisions to inform their clients of current economic conditions and financing.		2
	The Truth About Mold (I) Rule 1260-05-.03(5)(a) A25	Explores the aspects of mold in the real estate industry in Tennessee.		6

Appalachian School of Real Estate continued.....	Scams, Scoundrels & Real Estate Stings (I) Rule 1260-05-.03(5)(a) A26	Understand how scams hurt real estate reputation and the liability that comes with being associated with a real estate scam.	Dustin Walden continued...	6
	Intro to Commercial Real Estate Sales (I) Rule 1260-05-.03(5)(a) A27	Comprehensive intro to commercial real estate and the financial expertise involved in real estate investments and a marketing plan.		6
	Real Estate & Taxes: What Every Agent Should Know (I) Rule 1260-05-.03(5)(a) A28	Students will receive background on basic tax issues, and learn to apply basic real estate related calculations.		6
	Property Management & Managing Risk (I) Rule 1260-05-.03(5)(a) A29	Provides up-to-date intro to property management. With a practical focus on how to comply with regulations.		6
	Houses: Buy, Fix, Sell! (I) Rule 1260-05-.03(5)(a) A30	Learn how to evaluate renovation options to determine if the house will be a money maker, or money taker.		4
	Everyday Ethics in Real Estate (I) Rule 1260-05-.03(5)(a) A31	Focuses on ethical situations and concepts to form a best ethical business practice.		6
	Liars, Cheaters, and Thieves II (I) Rule 1260-05-.03(5)(a)A32	This 4-hour expanded course teaches how to protect clients from bad deals, with students understanding of real estate laws and rules.		4
	The Tiny House: Is it a Phase or a Craze? (I) Rule 1260-05-.03(5)(4) A33	Helps agents become familiar with current market trends regarding the Tiny House.		4
	The CIC Paper Chase (I) Rule 1260-05-.03(5)(a) A34	Gives the knowledge needed to skillfully represents clients in common-interest-community transactions.		2
	Water: How it Affects Property (I) Rule 1260-05-.03(5)(a)A35	Teaches how to accurately guide clients in making decisions concerning buying, selling and assessing the impact water has on property.		4

Bobby Wood Provider #1647	Escalation Clauses (CR) Rule 1260-05-.03(5)(a) A36	The purpose of this course is to show agents how to effectively use an escalation clause, and avoid the pitfalls using this negotiation method.	Bobby Wood PREVIOUSLY APPROVED	1
Bobby Wood				
Magna Venture Partners NEW #1795	Ace Objection Obliteration (CR) Rule 1260-05-.03(5)(a) A37	This course will help agents handle questions and anticipate objections to win customers for life, including valuation, contracts, financing, and repairs.	Josh Cadillac NEED APPROVAL	4
Joshua Cadillac	Ace Lister: How to Get the Listing (CR) Rule 1260-05-.03(5)(a) A38	To teach agents to be the kind of strong professional that sellers are looking for. How to understand the market, repairs, valuation, inspections, and listing agreements are discussed.		4
EMTAR #1144	EMTAR Orientation (CR) Rule 1260-05-.03 A39	The purpose of this course is to provide a concise review of topics and current activities for new agents to learn to comply with. Including all federal and state laws.	Bobby Wood PREVIOUSLY APPROVED	3
Stephen Steele				
Cape School #1288	Tenn. Real Estate Core Course 2021-2022 (PP) Rule 1260-05-.03 A40	This six-hour course covers the current and pertinent info that the real estate agent is required to understand. Including laws, rules, policies, contracts and professional liability.	Keith Tellinghuisen PREVIOUSLY APPROVED	6
Gina Woodring				
GNAR #1096	Solving the Down Payment Dilemma (I) Rule 1260-05-.03(5)(a) A41	The course is to prepare real estate professionals with new tools and techniques that will help consumers in the marketplace when buying a new home.	William Schlueter PREVIOUSLY APPROVED	3
Donna Wood	Water: How it Affects Property (I) Rule 1260-05-.03(5)(a) A 42	This course is to instruct students on how to accurately answer questions and guide clients in making appropriate decisions concerning buying, selling and assessing the impact water has on property.	Moren Adenubi PREVIOUSLY APPROVED	4
	Avoiding Deceptive Practices (I) Rule 1260-05-.03(5)(a) A43	This course is designed to provide real estate licensees with the knowledge they need to protect consumers. And fulfill disclosure and transparency required by federal law.	William Schlueter PREVIOUSLY APPROVED	4

GNAR continued.....	Liars, Cheaters, and Thieves (I) Rule 1260-05-.03(5)(a) A44	The purpose of this course is to acquaint agents with the top 10 licensing issues and help them to better advise their clients by having a better understanding of the real estate law. Thus, guiding clients away from possible catastrophe.	William Schlueter	3
	Twenty Cost Effective Home Improvements (I) Rule 1260-05-.03(5)(a) A45	The purpose of the course is to teach agents the latest national data to calculate the 20 home upgrades, that provide the greatest return on investment.	Robert Morris PREVIOUSLY APPROVED	4
MTAR #1141 Steve McDonald	Navigating Treacherous Routes: Escrows, Evictions and Elephants (CR) Rule 1260-05-.03(5)(a) A46	Covers core issues effecting property managers; elements in agreements, TN Law on evictions; Service/animals considerations.	Paul Dizmang PREVIOUSLY APPROVED	2
	7 Techniques to Profitable Property Management (CR) Rule 1260-05-.03(5)(a) A47	This course covers everything from an audit to staffing, to make a profitable, compliant, property management business.		2
	Fair Housing and Tenant Screening (CR) Rule 1260-05-.03(5)(a) A48	This course focuses on the 7 Federal Fair Housing protected classes. And their relationship to a property management business.		2
Plunkett School of Real Estate NEW #1796 Elisha Plunkett	TN. Course for New Affiliates (I) Rule 1260-05-.03 A49	This is the required 30- hour pre-license course for licensure of affiliate brokers. Updated to reflect the latest in the real estate industry.	Elisha Plunkett NEED APPROVAL	30
	TN. Real Estate Principles (I) Rule 1260-05-.03 A50	From the principles of real estate law to fair housing, this course helps prepare students for a successful career in real estate. Updated to reflect the latest in the real estate industry, this is a required course.		60
RCAR #1240 Lisa Martin	Hey! You Won't Look Good in Stripes (CR) Rule 1260-05-.03(5)(a) A51	This course is all about risk management, and to show attendees how to implement systems to maximize their risk management focusing on well - maintained files.	Lisa Martin PREVIOUSLY APPROVED	3
	Raving Fans (CR) Rule 1260-05-.03(5)(a)A52	To teach licensees that the treatment of clients is the basis for success, in all real estate matters.		3

RCAR continued...	Don't Blink! (CR) Rule 1260-05-.03(5)(a) A53	To teach licensees to focus their attention on the client, by using specific techniques including rapid cognition, priming, and thin-slicing.	APPROVED	3
Rogers School of Real Estate #1750 Josh Rogers	Disrupt or Die (CR) Rule 1260-05-.03(5)(a) A54	Teaches attendees how to survive the digital real estate shift, and how to communicate with younger clients.	Josh Rogers PREVIOUSLY APPROVED	3
	Millennial Real Estate Marketing (CR) Rule 1260-05-.03(5)(a) A55	How to engage and profit from the most influential younger clients in history.		3
	Getting Started with Ads for Real Estate (CR) Rule 1260-05-.03(5)(a) A56	How to create and run advertisements for real estate.		3
	Getting Started with Video Marketing (CR) Rule 1260-05-.03(5)(a) A57	15 essential marketing videos that every real estate agent should know.		3
	Instagram for Real Estate Agents (CR) Rule 1260-05-.03(5)(a) A58	How to get clients and grow your business on the world's fastest growing social network.		3
Web CE #1571 Alina Rymarz	TN Real Estate Residential Core 2021-2022 (I) Rule 1260-05-.03 A59	This course provides a detailed overview of laws, rules, and recent updates on TREC policy guidance.		6

Courses Requiring Discussion

Sponsor/Address/ Contact	Title	Comment	Instructor(s)	Hours
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Executive Director's Report

Profession Count by Type & Status

Profession	March
Acquisition Agent License	129
Acquisition Agent Registration	42
Acquisition Representative Registration	2330
Affiliate Broker	32,928
Designated Agent	134
RE Broker	7689
Real Estate Firm	4423
Time Share Exempt	145
Time Share Registration	25
Time Share Sale	750
Vacation Lodging Service	145

License Type	Status	March
Individual	Active	38,155
Individual	Broker Release	2
Individual	Inactive	1
Individual	Retired	5804
Individual	Suspended	1886
Individual	Vol Surrendered	3782
Firm	Active	4724
Firm	Retired	56

Initial Applications Month Over Month from 2018- Present

Year	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct	Nov.	Dec.
2018	487	532	582	537	557	453	442	529	464	495	371	312
2019	516	434	482	464	510	398	488	508	513	515	435	379
2020	470	485	424	177	249	387	432	594	647	627	537	522
2021	620	567	673	-	-	-	-	-	-	-	-	-

Exams Taken by License Type Cumulative (1/1/2021-3/30/2021):

Test	Tested	Pass	Fail	Percentage Passed	Percentage Failed
TN Acquisition Agent	27	12	15	44%	56%
TN Affiliate Broker-National	3144	1418	1724	45%	55%
TN Affiliate Broker-State	2542	1890	651	74%	26%
TN Broker- National	216	123	93	57%	43%
TN Broker- State	215	170	45	79%	21%
Timeshare Salesperson	89	46	43	52%	48%

Opened and Closed Complaint Report:

Month	Opened Cases	Closed Cases	Sanctions
1/1/2020-1/31/2020	62	61	3
2/1/2020-2/29/2020	67	107	4
3/1/2020-3/31/2020	67	113	14
4/1/2020-4/30/2020	56	84	5
5/1/2020-5/30/2020	60	82	9
6/1/2020-6/30/2020	53	23	13
7/1/2020-7/31/2020	79	81	3
8/1/2020-8/31/2020	53	41	4
9/1/2020-9/30/2020	56	71	6
10/1/2020-10/31/2020	74	51	3
11/1/2020-11/30/2020	44	48	5
12/1/2020-12/31/2020	37	88	10
1/1/2021-1/31/2021	40	39	4
2/1/2021-2/28/2021	51	109	3
3/1/2021-3/31/2021	68	80	7

*sanctions include complaints closed with consent orders and agreed orders.

TREC Real Estate Commission

SURPLUS/DEFICIT

FISCAL YEAR BEGINS: JUL 2020

2021	3351022001	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	Period 991	Period 992	Period 993	IND %	
		Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	991	992	993	YEARLY	
TREC Revenues		TREND																
62	Licensing Revenue	\$ 235,570	\$ 216,407	\$ 241,367	\$ 232,600	\$ 217,448	\$ 233,160	\$ 255,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,631,913	
63	Case Revenue	\$ 1,300	\$ 3,200	\$ 7,000	\$ 11,375	\$ 6,832	\$ 3,850	\$ 8,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,735	
	State Reg Fee	\$ (21,320)	\$ (21,245)	\$ (22,195)	\$ (23,820)	\$ (19,955)	\$ (18,995)	\$ (23,020)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (150,550)	
	TOTAL REVENUE	\$ 215,550	\$ 198,362	\$ 226,172	\$ 220,155	\$ 204,325	\$ 218,015	\$ 240,519	\$ -	\$ 1,523,098	0%							

TREC Expenses		TREND															
	Edison Exp Total:	\$ 63,843	\$ 89,172	\$ 88,591	\$ 99,003	\$ 103,226	\$ 109,524	\$ 86,328	\$ -	\$ 639,687							
	701-702 Sal Benefits	56,727	59,799	61,518	59,716	44,053	55,029	54,547	0	0	0	0	0	0	0	0	391,390
	72500,72203 Technology	308	6,546	16,871	12,573	10,467	7,131	6,020	0	0	0	0	0	0	0	0	59,916
	Other	6,807	22,826	10,202	26,714	48,706	47,364	25,761	0	0	0	0	0	0	0	0	188,381
	Admin Costbacks Total:	\$ 13,096	\$ 19,208	\$ 40,806	\$ 21,714	\$ 36,070	\$ 18,555	\$ 17,664	\$ -	\$ 167,112							
	701-702 Sal Benefits	6,103	6,960	6,834	7,113	9,932	7,017	7,413	0	0	0	0	0	0	0	0	51,372
	72500,72203 Technology	755	7,608	27,893	9,443	21,090	6,551	5,373	0	0	0	0	0	0	0	0	78,712
	Other	6,238	4,640	6,079	5,158	5,048	4,987	4,878	0	0	0	0	0	0	0	0	37,028
	Legal Costbacks	\$ 17,814	\$ 17,669	\$ 21,734	\$ 19,762	\$ 24,544	\$ 23,033	\$ 20,591	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145,148
	Investigations	\$ 1,101	\$ 3,784	\$ 3,463	\$ 2,240	\$ 2,742	\$ 561	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,991
	Field Enforcement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Centralized Complaints	\$ 5,939	\$ 3,555	\$ 5,538	\$ 5,675	\$ 4,827	\$ 5,081	\$ (524)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,090
	Customer Service Center	\$ 15,112	\$ 16,517	\$ 29,707	\$ 17,517	\$ 16,847	\$ 26,930	\$ 18,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,570
	TOTAL EXPENDITURES	\$ 116,904	\$ 149,904	\$ 189,840	\$ 165,911	\$ 188,257	\$ 183,684	\$ 144,098	\$ -	\$ 1,138,597							
	Net Surplus/Deficit	\$ 98,646	\$ 48,458	\$ 36,332	\$ 54,244	\$ 16,068	\$ 34,331	\$ 96,422	\$ -	\$ 384,501							

FY20 Year End Reserve Balance:

6,616,533	6,715,179	6,763,636	6,799,969	6,854,213	6,870,281	6,904,613	7,001,034	7,001,034	7,001,034	7,001,034	7,001,034	7,001,034	7,001,034	7,001,034	7,001,034	7,001,034
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Historical Trend

Licensing & Case Revenue

FY 2020	\$ 228,766	\$ 245,542	\$ 207,960	\$ 230,061	\$ 198,269	\$ 184,367	\$ 241,102	\$ 222,151	\$ 205,052	\$ 153,119	\$ 172,525	\$ 242,423	\$ -	\$ 21,550	\$ -	\$ 2,552,887
FY 2019	\$ 209,767	\$ 227,465	\$ 209,035	\$ 226,380	\$ 209,725	\$ 194,873	\$ 252,184	\$ 204,522	\$ 238,259	\$ 242,305	\$ 242,679	\$ 204,329	\$ -	\$ 17,970	\$ -	\$ 2,679,492
FY 2018	\$ 196,081	\$ 223,505	\$ 193,086	\$ 209,406	\$ 182,724	\$ 171,241	\$ 220,698	\$ 205,767	\$ 241,140	\$ 202,243	\$ 212,662	\$ 198,045	\$ (80)	\$ 18,040	\$ -	\$ 2,474,558

Expenditures

FY 2020	\$ 100,029	\$ 149,615	\$ 201,774	\$ 177,279	\$ 214,688	\$ 172,374	\$ 186,312	\$ 156,741	\$ 141,694	\$ 156,688	\$ 130,819	\$ 171,381	\$ 3,609	\$ (25,623)	\$ -	\$ 1,937,379
FY 2019	\$ 148,219	\$ 172,804	\$ 190,500	\$ 229,179	\$ 165,843	\$ 165,087	\$ 179,902	\$ 174,369	\$ 169,183	\$ 169,219	\$ 162,124	\$ 182,164	\$ 5,619	\$ 84	\$ 7,488	\$ 2,121,784
FY 2018	\$ 127,329	\$ 155,507	\$ 139,477	\$ 187,500	\$ 161,323	\$ 166,909	\$ 146,351	\$ 145,258	\$ 154,369	\$ 172,573	\$ 179,512	\$ 78,198	\$ -	\$ -	\$ -	\$ 1,814,306

Notes: