



**STATE OF TENNESSEE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243
615-741-2273**

<https://www.tn.gov/commerce/regboards/trec.html>

MINUTES

The Tennessee Real Estate Commission met on April 12, 2023, at 8:30 a.m. CST at the Davy Crockett Tower at 500 James Robertson Parkway, Nashville, TN 37243. In addition, the meeting was streamed electronically via the Microsoft Teams meeting platform. Executive Director Caitlin Maxwell read the public disclaimer and called the roll. The following Commission members were present: Chair Marcia Franks, Commissioner DJ Farris, Commissioner Joan Smith, Vice-Chair Geoff Diaz, Commissioner Steve Guinn, Commissioner Jon Moffett, Commissioner Joe Begley, Commissioner Stacie Torbett, and Commissioner Kathy Tucker. Quorum Confirmed. Others present Associate General Counsel Anna D. Matlock, Associate General Counsel Kimberly Cooper, Paralegal Carol McGlynn, Education Director Ross White, and TREC staff member Aaron Smith.

The board's April meeting agenda was submitted for approval.

The motion to approve April 12, 2023, agenda was made by Vice-Chair Diaz and seconded by Commissioner Smith. The motion passed unanimously.

The minutes for the March 8, 2023 commission meeting were submitted for approval.

The motion to approve the March 8, 2023 minutes was made by Commissioner Smith and seconded by Vice-Chair Diaz. The motion passed unanimously. Commissioner Torbett abstained

INFORMAL APPEARANCE

Luke Chadwick appeared before the commission with his Principal Broker, Nick Shuford, to receive approval for his Affiliate Broker license.

The motion to approve Luke Chadwick was made by Commissioner Farris and seconded by Commissioner Torbett. The motion carried unanimously.

WAIVER REQUEST

Executive Director Maxwell presented Joseph Walters to the commission seeking a Medical-Waiver of the late fees.

The motion to approve Mr. Walter's request was made by Commissioner Begley and seconded by Commissioner Torbett. The motion carried unanimously.

EDUCATION REPORT

Education Director Ross White presented the Education Report to the Commission.

The motion to approve courses A1-A44 was made by Commissioner Farris and seconded by Commissioner Guinn. The motion passed unanimously.

Education Director Ross White presented the Instructor Biography to the Commission.

The motion to approve the instructor's biography was made by Commissioner Farris and seconded by Commissioner Tucker. The motion passed unanimously.

EXECUTIVE DIRECTOR'S REPORT

Executive Director Maxwell updated the Commission on the topics below.

- **PSI Review:** Director Maxwell updated the commission that Commissioner Guinn, Commissioner Farris, Education Director Ross White, and Associate General Counsel Anna Matlock participated in the PSI state exam review on April 11, 2023. Changes made to the exam will be implemented by July 2023.
- **MAY COMMISSION MEETING:** The commission will meet in Jackson, TN. May 10, 2023, at 8:30AM CST.

CONSENT AGENDA

The following cases were presented to the commission via a Consent Agenda. All cases were reviewed by legal counsel and were recommended for either dismissal or disciplinary action.

A motion was made to accept Counsel's recommendation for complaints 1-51 with the exception of the following complaints, which were pulled for further discussion: **2022052431, 2023000291, 2023000121, 2023001051, 2023001071, 2022038241, 2022048481, 2022047001, 2022047061, 2022050661**

The motion was made by Commissioner Moffett and seconded by Commissioner Guinn. The motion carried unanimously.

After further discussion by the Commission on complaint 2022052431, Commissioner Smith motioned **to accept the counsel's recommendation**. Vice - Chair Diaz seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2023000291, Commissioner Smith motioned **to accept the counsel's recommendation**. Commissioner Moffett seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2023000121, Commissioner Torbett motioned **to dismiss the complaint**, and Commissioner Tucker seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2023001051**, Vice-Chair Diaz motioned **to accept the counsel's recommendation**, and Commissioner Torbett seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022038241**, Commissioner Torbett motioned **to dismiss the complaint**. Commissioner Tucker seconded the motion. The motion was carried unanimously via a roll call vote.

After further discussion by the Commission on complaint **2022048481**, Commissioner Smith motioned **to accept the counsel's recommendation**. Commissioner Moffett seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022047001**, Commissioner Torbett motioned **to accept the counsel's recommendation**, and Vice-Chair Diaz seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022047061**, Commissioner Torbett motioned **to accept the counsel’s recommendation**, and Vice-Chair Diaz seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022050661**, Commissioner Torbett motioned **to assess a Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Code Ann. § 62-13-404(1) and a Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Code Ann. § 62-13-404 (2), for a total of One Thousand Dollars (\$1,000.00). Additionally, the Commission voted to administratively open a complaint against the Respondent’s principal broker for failure to supervise**, and Commissioner Tucker seconded the motion. The motion carried 6-3 with Commissioner Farris, Commissioner Smith, and Chair Franks, voting against the motion.

**Anna Matlock:
New Complaints**

- 1. 2022049431**
Opened: 12/19/2022
First Licensed: 11/22/1999
Expires: 8/8/2024
Type of License: Principal Broker
History: None

Complainant is an out of state resident. Respondent is a principal broker. Complainant alleges Respondent attempted to sell them property owned by Respondent without any providing any disclosures. Complainant alleges there are easement, encroachment, and restrictions Respondent is required to disclose upon signing the contract or listing, and Respondent failed to do so.

Respondent answered the complaint through their attorney (“RC”). RC states Respondent is the co-owner of a parcel of commercial real estate (“subject property”) that Complainant made an offer to purchase on November 15, 2022, and Respondent accepted on November 16, 2022. RC provides the Marketing Brochure included in the sale documents revealed the existence of several easements associated with the subject property, as well as the presence of an encroachment. RC states Complainant’s agent and Respondent discussed the encroachment by telephone on November 21, 2022, noting the Purchase and Sale Agreement provides an opportunity for Complainant to give written notice to Respondent of any material

defects in title or survey. RC provides Complainant made no objection until about four (4) hours prior to closing on December 4, 2022. RC argues there is no statute, rule, or regulation requiring Respondent, as a seller, to disclose matters available via title or survey prior to entering a Purchase and Sale Agreement. Here, RC acknowledges that Complainant accepted the subject property in its present condition and agreed it was being sold “AS IS.” Further, RC provides that the Purchase and Sale Agreement provides Complainant the ability to notify Respondent of issues they consider to be material defects by written notice, but this was not done until hours before closing. Finally, RC provides Complainant does not list easements or restrictions in their Notification of Material Defects. RC provided copies of the Purchase and Sale Agreement, as well as the Personal Interest Disclosure. Based on the information provided by Respondent and Complainant, Counsel finds no violation of the rules or statutes by Respondent. Respondent provided the necessary Personal Interest Disclosure for the subject property, and the Purchase and Sale Agreement provided Complainant avenues to notify and remedy any material defects believed by Complainant. Further, Counsel finds any information related to easements, restrictions, and encroachments were either provided or readily available or accessible to Complainant. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel’s recommendation.

2. **2022050241**
Opened: 12/19/2022
First Licensed: 9/9/2021
Expires: 9/8/2023
Type of License: Affiliate Broker
History: None

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges they received an offer to purchase their property and Respondent served as the potential buyer’s agent. Complainant alleges Respondent informed them the buyers had financing in place, but the evening prior to closing Complainant’s broker informed them the loan process for the sellers had yet to begin. Specifically, Complainant alleges there were no lender funds in place and a closing could be weeks away.

Respondent answered the complaint stating they were informed they were cleared to close from the mortgage company and provided a copy of the email response. Respondent further states that any further allegations related to lending failures is ultimately against the lender, but they did communicate every update received and were surprised to discover financing was not finalized. Complainant submitted a rebuttal stating since Respondent is part of a team, this complaint is not solely against a lender. Complainant also states they would think a licensee would be checking with their buyers to see if they had received their loan estimate, preliminary loan disclosures, and closing disclosures and notice this financing issue prior to the day of closing. Based on the information provided, Counsel finds no violation of the rules or statutes by Respondent. It appears Respondent was unaware of the loan issues from their buyers and was in communication with the mortgage company throughout the transaction. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

3. **2022051081**
Opened: 12/19/2022
First Licensed: 4/20/2021
Expires: 4/19/2023
Type of License: Affiliate Broker
History: None

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant states they are homeowners of a condominium that Complainant alleges is under the management of Respondent. Complainant alleges they have requested the financials and documentation for many years and have made twenty-four (24) formal requests in writing and through their neighborhood portal. Complainant alleges a meeting held in May of 2022 was not in compliance with a master deed or bylaws, that directors for the board have exceeded their term limits, homeowners do not have the opportunity to vote, and all of Complainant's requests have been ignored for the last seven (7) months.

Respondent answered the complaint stating their firm does have a management agreement with Complainant's homeowners' association as of April 1, 2022. Respondent states they have shared financials with each owner that has requested

them, annual meeting notices were sent by mail, that the board has had several meeting issues related to quorum issues resulting in no voting, Respondent has shared a copy of the management agreement with their firm and the HOA, and that the board makes decisions related to most issues for meetings such as time, location, and platforms. Respondent concludes stating they are not responsible for the decisions of their board, and they have done their job to carry out the requests of the board per the bylaws, without defaulting on their duties associated with their license. Respondent holds it is not required for an employee to be a licensee to be an HOA community management and therefore this complaint falls outside of the Commission's jurisdiction. Respondent's principal broker ("RPB") also provided a response stating, they have communicated the Complainant's frustration directly to the HOA board and suggested the board reach out for resolution. RPB further states they cannot demand the HOA board to respond or provide the documents, as their firm provides management services to the HOA corporation, which is separate from individual owners. Complainant provided a rebuttal stating Respondent's firm is responsible for ensuring the board is compliant with the rules and regulations of the HOA, and that the HOA board members may not know their fiduciary duties; therefore, it is Respondent's job to ensure compliance. Counsel finds that this matter should be dismissed. Matters related to homeowners' associations fall outside the jurisdiction of the Commission. However, as Respondent is a licensee, it is Counsel's task to ensure Respondent has complied with all other rules and statutes of the Commission. Counsel finds no violations by Respondent and recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

4. **2022050691**
Opened: 12/27/2022
First Licensed: 5/12/2014
Expires: 1/6/2024
Type of License: Principal Broker
History: None

Complainant is an affiliate broker. Respondent is a principal broker. Complainant alleges they first spoke with Respondent after they came upon information Respondent may be working with their clients ("The Clients") on a transaction in a separate jurisdiction ("Jurisdiction Z"). Complainant alleges they informed

Respondent since The Clients had an existing agreement with Complainant, Complainant believed they could obtain a 25% referral fee from Respondent. Complainant claims they were unaware The Clients were looking for a property in Jurisdiction Z, but claims Respondent informed them The Clients found Respondent due to their similar first names. Complainant alleges Respondent informed them The Clients contacted Respondent because they were unhappy with Complainant. Further, Complainant alleged Respondent informed them as The Clients are now under contract in Jurisdiction Z, there is not much for Complainant to do as Complainant is not licensed in Jurisdiction Z. Complainant alleges, they spoke with The Clients regarding properties in Jurisdiction in Z and if they were interested, Complainant could refer an individual. Complainant claims The Clients declined. Complainant believes Respondent was very rude and could have handled the situation in a more professional manner as required by the Code of Ethics.

Respondent answered the complaint stating they received a call from Complainant alleging they were working with The Clients. Respondent further states Complainant knew The Clients were under contract to purchase a property in Jurisdiction Z and therefore Complainant believed they were owed 25% of the commission. Respondent states The Clients were not under contract with Complainant at the time of the call, or at any point. Specifically, Respondent explains The Clients worked on a failed transaction with Complainant, but signed no documents with Complainant, and The Clients only sought Respondent after finding a property in Jurisdiction Z. Respondent explained to Complainant as they did not sign a referral agreement, Respondent did not owe Complainant any part of their commission.

Complainant provided a rebuttal providing a copy of the Exclusive Buyer Representation Agreement active from November 12, 2022, through November 12, 2023, from the failed transaction confirming Complainant did have an existing agreement with The Clients at one point. Further, Complainant states The Clients never mentioned Respondent, and Complainant reiterated their frustration with Respondent's attitude and Respondent's lack of transparency related to The Clients' interest in a property in Jurisdiction Z, as Complainant believed The Clients still worked with them. Based on the information provided, it is clear a communication disconnect exists between Complainant and Respondent. Complainant makes allegations regarding Respondent's behavior and professionalism, matters of which do not fall within the jurisdiction of the Commission, and left for the local associations. Additionally, it is not clear to Counsel Respondent has violated any specific rules or statutes. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

- 5. 2022050971**
Opened: 12/27/2022
First Licensed: 3/12/2018
Expires: 3/11/2024
Type of License: Affiliate Broker
History: None

Complainant is a principal broker. Respondent is an affiliate broker. Complainant alleges they have an exclusive listing on a property they are marketing as a high-rise residential property ("subject property"). On or about November 21, 2022, Complainant's partner received an email from one of their clients of a communication from Respondent soliciting the subject property. Complainant alleges the communication has no mention of the listing agency on the solicitation and an incorrect price. Complainant alleges they have reached out to Respondent multiple times regarding the solicitation without any response and Respondent has taken no steps to cease this activity. Complainant also provides Respondent's solicitation provides the incorrect firm information.

Respondent answered the complaint stating they inquired about the subject property on or about August of 2022 via cold call email to a third party as they had a client interested. Respondent states in September, they heard back from the third party stating the subject property was available. Respondent supplied at this time, they created the flyer to submit to the clients for review of the deal and their clients eventually passed. After their client passed on the subject property, Respondent states they sent their flyer to Complainant's client to see if they had any interest. Respondent states the subject property never had a sign in the yard and was never on the MLS at the time of inquiry. Respondent concludes stating after Complainant contacted them in November 2022, they stopped all contacts and marketing related to the subject property. Complainant provided a copy of their "Exclusive Sale Listing Agreement" with their client for the subject property from February 11, 2021 – February 11, 2022. However, Respondent contacted the third party on or about August of 2022, after the expiration of the Exclusive Sale Listing Agreement. Further, Counsel contacted Complainant to request an updated version of the Exclusive Sale Listing Agreement and was informed one did not exist. Additionally, Complainant expressed their desire to withdraw the complaint. While complaints are not dismissed solely because of the desire of one party, Counsel does not find a

violation of the rules or statutes here as Respondent was not required to obtain written authorization of another as required by Tenn. Comp. R. & Regs. 1260-02-.12(3)(e), as the listing broker's Exclusive Listing Agreement had expired. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

- 6. 2022051121**
Opened: 12/27/2022
First Licensed: 12/8/1987
Expires: 6/25/2023
Type of License: Real Estate Broker
History: 2020 Consent Order

Complainant is anonymous. Respondent is a real estate broker. Complainant alleges a certain property ("subject property") cannot be used as listed. Complainant alleges the apartment in the basement is a violation of the subject property's restrictive covenants and Respondent is representing the basement can be used as an apartment. Complainant also alleges the subject property is a codes violation and the square footage is grossly overstated per their perceived property assessor's calculations.

Respondent's principal broker provided a response on their behalf ("RPB"). RPB states there have been proactive steps taken to address the issue and from their point of view the issue has been resolved. RPB explains the subject property contains a finished basement with a kitchenette and was initially advertised as an "in-law suite/apartment" as this is how the subject property was originally presented to Respondent. Once listed on the MLS, Respondent was contacted by the HOA, which requested additional language be added to inform buyers the subject property, or basement, could not be rented separately. Respondent added this immediately. RPB states, later Respondent was contacted by a local Codes Department as a complaint was filed because the basement area of the subject property had not been permitted correctly for residential use. RPB states Respondent notified the seller, who informed Respondent they were unaware of this issue and the seller then took the necessary steps to attain the Codes approval. RPB provides it is pertinent to include the neighbors of the sellers, who have made all the complaints, have a personal disagreement and that Respondent has taken steps at each point to remedy each issue. Based on the information provided, it appears that Respondent has taken steps to

correct each encountered issue efficiently upon discovery. Further, it is stated from RPB that the square footage listed in the MLS was taken directly from the county's tax records. Counsel finds Complainant's allegations related to square footage to be unfounded. Based upon all these facts, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

7. **2022052091**
Opened: 1/3/2023
First Licensed: 5/13/2019
Expires: 5/12/2023
Type of License: Affiliate Broker
History: None

Complainant is anonymous. Respondent is an affiliate broker. Complainant alleges Respondent is doing real estate transactions outside of their firm. Specifically, Complainant alleges Respondent runs a property management company and provides a website. Complainant alleges the website does not provide Respondent's name, an address, but does provide Complainant's phone number. Further, Complainant concludes stating Respondent's firm is not listed on the website. Complainant provides copies of screenshots of Respondent's alleged website.

Respondent answered the complaint stating they manage a few rentals, and they were unaware, though it is ultimately their responsibility their website designer failed to list the updated information as discussed when Respondent switched firms. Respondent further states the website had no active listings at the time of the complaint, and hold themselves out to be honest, ethical, and professional. Although Respondent's website designed failed to update the information, Respondent is ultimately responsible for this information being accurate. Respondent is in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) which requires that all advertising list the firm name and telephone number as listed on file with the Commission. As this is a first-time advertising violation, Counsel recommends Respondent be assessed a Five Hundred Dollar (\$500.00) civil penalty. Additionally, Counsel recommends an administrative complaint be opened against Respondent's principal broker, as all advertising shall be under the direct supervision of the principal broker.

Recommendation: Five Hundred Dollar (\$500.00) civil penalty; and administratively open a complaint against Respondent's principal broker.

Commission Decision: The Commission accepted counsel's recommendation.

8. **2022052431**
Opened: 1/3/2023
First Licensed: 2/23/2015
Expires: 4/8/2024
Type of License: Principal Broker
History: None

This complaint is related to complaint #9, REC-2022051941.

Complainant and Respondent are principal brokers. Complainant alleges Respondent's affiliated real estate broker, Respondent in complaint #9 REC-2022051941, is advertising a business for sale and no real property. Complainant further alleges the advertising is on social media and not the MLS. Complainant provided a copy of the advertisement.

Respondent replied to the complaint providing their firm update form where their real estate broker selling the property transferred from Respondent's office to another office. Respondent states this was done on or about the end of October or November. Respondent completed the TREC Form 1 on December 29, 2022. Counsel recommends this matter be dismissed. As this advertisement is a social media posting, Tenn. Comp. R. & Regs. 1260-02-.12(6)(b) states the firm name and firm telephone number listed on file with the Commission must be no more than one click away from the viewable page. As supplied by Respondent in complaint #9, REC-2022051941, the advertisement provided a link three (3) different times with the appropriate information. Therefore, Counsel finds no violation of the rules or statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

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

9. **2022051941**
Opened: 1/9/2023

First Licensed: 6/18/2019
Expires: 9/26/2024
Type of License: Real Estate Broker
History: None

This complaint is related to complaint #8, REC-2022052431.

Complainant is a principal broker. Respondent is a real estate broker associated with the principal broker in complaint #8, REC-2022052431. Complainant alleges Respondent is advertising a business for sale and no real property. Complainant further alleges the advertising is on social media and not the MLS. Complainant provided a copy of the advertisement.

Respondent answered the complaint stating the advertising is not a violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b). Specifically, Respondent states the advertising on the social media platform includes the firm name, telephone, and the individual licensee's name as provided with the Commission. Further, Respondent provides that as this is a social media advertising that the "one-click rule" should apply and the post itself includes three (3) direct links to further information with the required information of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b). Respondent provides screenshots of the main link to show this standard has been met. Based on this information provided, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

10. 2023000481
Opened: 1/9/2023
First Licensed: 3/29/2018
Expires: 3/28/2024
Type of License: Affiliate Broker
History: None

This complaint is related to complaint #11, REC-2023000291.

Complainant is a principal broker. Respondent is an affiliate broker. Complainant alleges a [redacted name] company ("Company X") (Respondent in complaint #11, REC-2023000291) is operating under a name unlicensed with the Commission.

Complainant alleges they checked for a managing broker and was unable to find one, but found Respondent, who Complainant states is routinely using Company X on a social media page as a “real estate investment firm.” Complainant alleges Respondent is affiliated with a different firm (“Firm A”). However, Complainant provides on Company X’s website Respondent has listings as affiliated with Firm A, but no mention of Firm A on the listings themselves. Complainant alleges there are two (2) companies in the real estate in the Tennessee area operating in two (2) separate jurisdictions with similar names—Company X and Complainant’s firm, which is licensed with the Commission. Complainant alleges this is confusing to the public and wrong that a company is operating under a similar name when other firms have gone through the due process and invested finances into branding.

Respondent answered the complaint stating they are affiliated with Firm A. Respondent states they are an owner of Company X, which they own with business partners and has never been a real estate firm. Respondent explains Company X had a name change in 2021 and is registered with the Secretary of State. Further, Respondent explains Company X’s website does not claim to be a real estate firm, which is why the reference social media page by Complainant states Company X is a “real estate investment firm.” Respondent states referencing listings have been removed. Respondent’s principal broker answered the complaint stating they are unaware of the business practices of Company X, and that Respondent is licensed with Firm A, which has no relationship with Company X. Based upon Counsel’s review of Company X’s website, Counsel finds no information to support Company X is holding itself out as a real estate firm or conducting unlicensed activity. Further, Complainant provides no information to support their assertions of the mentioned listings as no listings were found upon search of the website. Though the name of Complainant’s firm and Company X are similar, the Commission does not retain jurisdiction of company names for entities that are not licensed with the Commission. Therefore, Counsel finds no violation of the rules or statutes by Respondent and recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel’s recommendation.

**11. 2023000291
Unlicensed
History: None**

This complaint is related to complaint #10, REC-2023000481.

Complainant is the same principal broker. Respondent is an unlicensed entity. Complainant alleges Respondent is operating under a name unlicensed with the Commission. Complainant alleges they checked for a managing broker of Respondent and was unable to find one but found Respondent's affiliate ("RA"), mentioned in complaint #10, REC-2023000481. Complainant states RA routinely uses Complainant's firm name on a social media page as a "real estate investment firm." Complainant alleges RA is affiliated with a different firm ("Firm A"). However, Complainant provides Complainant provides on Respondent's website RA has listings as affiliated with Firm A, but no mention of Firm A on the listings themselves. Complainant alleges there are two (2) companies in the real estate in the Tennessee area operating in two (2) separate jurisdictions with similar names— Respondent and Complainant's firm, which is licensed with the Commission. Complainant alleges this is confusing to the public and wrong that a company is operating under a similar name when other firms have gone through the due process and invested finances into branding.

Respondent did not provide a response. As with complaint #10, REC-202300481, Counsel finds, based on the information provided and through research, Respondent is not a real estate firm. The Commission does not have jurisdiction over name selections of unlicensed entities. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

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

12. **2023000121**
Opened: 1/9/2023
First Licensed: N/A
Expires: N/A
Type of License: N/A
History: N/A

Complainant is a principal broker. Complainant provides that licensees are using an app to hire and pay other licensees directly for showing listings for them. The app allows licensees to pay other licensees directly, and consequently receive funds, from the app for providing real estate services.

This complaint was referred directly to the Legal Division. The Commission staff, has received several inquiries related to the use of this app. The app connects buyer's agents with showing agents that are willing to show listed properties for a fee. Presently, Counsel is not in receipt of any complaints related to the app. However, following a conversation with the Executive Director, this matter is being brought to the Commission for general discussion and thoughts on the permissibility of the app in Tennessee.

Recommendation: Discuss.

Commission Decision: The Commission voted to dismiss this complaint.

13. 2022050071
Opened: 1/18/2023
Unlicensed
History: None

Complainant is a real estate broker. Respondent is unlicensed. Complainant alleges Respondent is operating unlicensed as neither the firm, nor the agent are licensed in Tennessee. Further, Complainant alleges the listings are not in compliance with the Commission's rules.

Respondent did not submit a response. Based on Counsel's research, it does not appear that Respondent is engaged in unlicensed activity. Rather, Counsel believes Respondent's company is more analogous to the online booking platforms available to users, allowing users to list and market their own properties to one another—not properties of others. Respondent's company states "...is the first truly automated warehousing marketplace connecting buyers and sellers directly in real time. Our unique platform allows warehouse operators to configure facilities, publish space and manage availability and pricing overtime." Respondent, specifically, serves as an owner of one of the spaces on the website looking for a potential buyer of their available space. Tenn. Code Ann. § 62-13-102(4)(A) defines "broker" as person who, for a fee, commission, finders fee or any other valuable consideration or with the intent or expectation of receiving a fee, commission, finders fee or any other valuable consideration from another, solicits, negotiates or attempts to solicit or negotiate the listing, sale, purchase, exchange, lease or option to buy, sell, rent or exchange for any real estate or of the improvements on the real estate or any time-share interval as defined in the Tennessee Time-Share Act, compiled in title 66, chapter 32, part 1, collects rents or attempts to collect rents, auctions or offers to

auction or who advertises or holds out as engaged in any of the foregoing. Further, Tenn. Code Ann. § 62-13-102(4)(B) defines “broker” as any person employed by or on behalf of the owner or owners of lots or other parcels of real estate, at a salary, fee, commission or any other valuable consideration, to sell the real estate or any part of the real estate, in lots or parcels or other disposition of the real estate. It also includes any person who engages in the business of charging an advance fee or contracting for collection of a fee in connection with any contract whereby the person undertakes primarily to promote the sale of real estate either through its listing in a publication issued primarily for that purpose or for referral of information concerning the real estate to brokers, or both. Counsel finds that Respondent, nor Respondent’s website fall into either of these definitions. There is no indication that Respondent receives a fee, commission, finders fee, valuable consideration, or salary. Therefore, Counsel finds no violation of the rules or statutes and recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel’s recommendation.

- 14. 2022052411**
Opened: 1/18/2023
First Licensed: 7/28/2006
Expires: 11/24/2023
Type of License: Real Estate Broker
History: None

Complainant is a Tennessee resident. Respondent is a real estate broker. Complainant alleges they made an offer on a property and after closing they began to have issues with their dishwasher not draining properly. However, with their home warranty, Complainant was able to get a plumber to replace the motor. The same occurred later with the kitchen sink. Months later, Complainant experienced additional issues and the plumber inquired if the property had a septic tank. On or about March 11, 2022, Complainant hired an attorney to discuss possible legal action due to the property being sold as being on sewer, when this was untrue. Complainant alleges Respondent claims they were unaware the property was on septic but believes that Respondent should be aware of this issue as a licensee. Complainant further alleges that as the property was built in the 1960’s the records are not on file to show if the house is on septic or not, but Complainant believes Respondent should have gone “the extra mile” to hire a plumber to determine if the property was

connected to the city sewer prior to listing the property as being on sewer. Complainant believes listing the property on sewer is a false advertisement and had they known this issue, they would not have purchased this property.

Respondent answered the complaint stating they purchased the property via quit claim deed at an estate sale, and that they flip properties with their spouse. Respondent states they do not conduct home inspections in the purchase phase of their process and the prior seller had no knowledge of its condition. Respondent provides at no point during the renovation work did they observe any difficulty with plumbing. Respondent states prior to listing the property, they contacted their city to inquire whether the property was on sewer or septic. Also, their local MLS includes a disclaimer providing the information is deemed reliable but is not guaranteed and the buyer should verify any information of concern. Respondent states they were informed the neighborhood was converted to sewer in the 1970's. Respondent states they provided the property disclosure exemption and that a home inspection was conducted during the contract period. Respondent states they had no knowledge of problems related to the plumbing outside of a minor drain leak included on the repair proposal.

Respondent's principal broker ("RPB") also submitted a response providing they ensure the Commission that they supervise all their agents and are aware of this issue. RPB provides Complainant did a home inspection, which included requested repairs, and that the FHA appraiser also believed the property was on sewer. Based on the information provided, it appears Respondent was unaware the property was not on sewer at the time of the sale. Respondent provided the property disclosure, contacted the city to inquire if the property was sewer or septic, and the MLS listing included a disclaimer for the listing. Further, Complainant had a home inspection that included repairs, which also missed this issue, and an appraisal. Counsel finds Respondent had no actual knowledge or notice of this potential adverse fact, and thus no violation of the rules or statutes. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

**15. 2023001051
Opened: 1/18/2023
Unlicensed**

History: None

This complaint is related to complaint #16, REC-2023001071.

Complainant is an affiliate broker. Respondent is an unlicensed individual. Complainant alleges Respondent is currently employed as a property manager for multiple locations of a company. Complainant alleges Respondent's activities include leasing activities, though Respondent is not licensed. Complainant provides no evidence to support their assertion.

Respondent answered the complaint through their attorney ("RC"). RC states Respondent does not hold a real estate license as they are not required to in their role in multifamily property management. RC states Respondent manages apartment buildings and Respondent's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property. RC concludes stating Respondent does not negotiate the amounts of security deposits or rentals and does not negotiate any leases. Based on the information provided by Respondent, and the lack of information by Complainant, Counsel finds that Respondent falls into the residential manager exemption found in Tenn. Code Ann. § 62-13-104(a)(1)(E). Therefore, Respondent is not required to be licensed. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

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

- 16. 2023001071**
Opened: 1/18/2023
Unlicensed
History: None

This complaint is related to complaint #15, REC-2023001051.

Complainant is the same affiliate broker as complaint #15, REC-2023001051. Respondent is an unlicensed individual. Complainant alleges Respondent is employed as an assistant property manager of a company. Complainant further alleges Respondent's job responsibilities include leasing activities, though Respondent does not hold a real estate license.

Respondent answered the complaint through their attorney (“RC”). RC states Respondent does not hold a real estate license as they are not required to in their role in multifamily property management. RC states Respondent manages apartment buildings and Respondent’s duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property. RC concludes stating Respondent does not negotiate the amounts of security deposits or rentals and does not negotiate any leases. Based on the information provided by Respondent, and the lack of information by Complainant, Counsel finds that Respondent falls into the residential manager exemption found in Tenn. Code Ann. § 62-13-104(a)(1)(E). Therefore, Respondent is not required to be licensed. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission voted to accept counsel’s recommendation.

CASES TO BE REPRESENTED

17. **2022038741**
Opened: 1/18/2023
First Licensed: 11/16/2006
Expires: 12/19/2023
Type of License: Real Estate Broker
History: None

This is an administrative complaint. Respondent is a real estate broker. Upon an audit of the Commission’s education records, it was discovered Respondent renewed their real estate license without completion of the required one hundred twenty (120) hours of post broker continuing education hours within three (3) years from the date of obtaining Respondent’s original license as per Tenn. Code Ann. § 62-13-303(h). At the August 29, 2022, meeting, the Commission agreed to permit the impacted licensees ninety (90) days to complete the remaining deficient hours of the required one hundred twenty (120) hours or downgrade their license to an affiliate real estate broker. Impacted licensees were informed failure to complete the hours by the allotted deadline, would result in an administrative complaint.

Respondent failed to complete the required hours. Therefore, Counsel recommends Respondent's license be downgraded to affiliate real estate broker for violation of Tenn. Code Ann. § 62-13-303(h).

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted Counsel's recommendation.

New Information: Since the meeting, Counsel sent Respondent a copy of the consent order to Respondent on March 10, 2023. Respondent had eighty (80) hours outstanding and completed the remaining hours as of March 27, 2023. Respondent submitted the following information to be considered by the Commission:

“I was not aware of the Commission's offer until March 10, 2023. During my conversation with Carol McGlynn she informed me that I should have received an email and a letter in September of 2022 advising me of the extention [sic] of time to complete the education requirement until December 30, 2022. For whatever reason, I did not email and letter in September 2022. I did however receive her email and letter in March 2023.

Primarily the reason my education requirement was not completed on time I was distracted by health issues. I have had 3 heart procedures, shoulder surgery, 2 colonscopys [sic], endoscopy all since receiving my Tennessee brokers license. I left out that I also had Covid. As of March 29 I have completed my education requirement. I would like to add I am also a licensed Broker in [redacted jurisdiction] where I serve as the managing broker for our office. Further I have been a licensed realtor [sic] for 17 years and have never had a complaint or grievance filed against me. Thank you for your consideration.”

Counsel can confirm they did hear from Respondent on March 10, 2023, by telephone. Further, Counsel can also confirm Respondent was sent notification of the Agreed Citation on or about September 15, 2022, to the same email and mailing addresses as the consent order to Respondent. Respondent elected to complete the outstanding eighty (80) hours of the required one hundred twenty (120) hours of post broker continuing education voluntarily, without any promise to Respondent. Therefore, Counsel presents this matter to the Commission for discussion.

New Recommendation: Discuss.

New Decision: The Commission voted to reinstate their original decision to downgrade Respondent's license.

18. 2022038241
Opened: 1/18/2023
First Licensed: 4/12/2013
Expires: 1/29/2025
Type of License: Principal Broker
History: None

This is an administrative complaint. Respondent is a principal broker. Upon an audit of the Commission's education records, it was discovered Respondent renewed their real estate license without completion of the required one hundred twenty (120) hours of post broker continuing education hours within three (3) years from the date of obtaining Respondent's original license as per Tenn. Code Ann. § 62-13-303(h). At the August 29, 2022, meeting, the Commission agreed to permit the impacted licensees ninety (90) days to complete the remaining deficient hours of the required one hundred twenty (120) hours or downgrade their license to an affiliate real estate broker. Impacted licensees were informed failure to complete the hours by the allotted deadline, would result in an administrative complaint.

Respondent failed to complete the required hours. Therefore, Counsel recommends Respondent's license be downgraded to affiliate real estate broker for violation of Tenn. Code Ann. § 62-13-303(h).

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted Counsel's recommendation.

New Information: Since the meeting, Counsel sent Respondent a copy of the consent order to Respondent on March 10, 2023. Respondent had thirteen (13) hours outstanding. Respondent's license renewed on January 27, 2023, and the existing hours fourteen (14) hours on their licensure profile were automatically applied to their typically required licensure renewal cycle's sixteen (16) hours of continuing education. However, unlike the other remaining Respondents with outstanding one hundred twenty (120) hours of post broker continuing education, Respondent failed to communicate with the Commission staff that the fourteen (14) hours were to be counted toward the remaining thirteen (13)

hours, and not their license renewal. Therefore, Respondent was issued a consent order for failing to complete their post broker continuing education. Counsel explained to Respondent that if these hours were to count toward their post broker continuing education, that Respondent's license would be set to "expired" and Respondent would still be required to complete their licensure renewal continuing education. Additionally, Counsel mentioned that if this were to occur, Counsel would re-present this matter to the Commission for consideration, but ultimately the decision on Respondent's license status is left with the Commission. As of March 14, 2023, Respondent completed the remaining outstanding hours. Therefore, Counsel presents this matter to the Commission for discussion.

New Recommendation: Discuss.

New Decision: The Commission voted to dismiss this complaint.

19. **2022038371**
Opened: 1/18/2023
First Licensed: 12/6/2006
Expires: 7/28/2024
Type of License: Principal Broker
History: None

This is an administrative complaint. Respondent is a principal broker. Upon an audit of the Commission's education records, it was discovered Respondent renewed their real estate license without completion of the required one hundred twenty (120) hours of post broker continuing education hours within three (3) years from the date of obtaining Respondent's original license as per Tenn. Code Ann. § 62-13-303(h). At the August 29, 2022, meeting, the Commission agreed to permit the impacted licensees ninety (90) days to complete the remaining deficient hours of the required one hundred twenty (120) hours or downgrade their license to an affiliate real estate broker. Impacted licensees were informed failure to complete the hours by the allotted deadline, would result in an administrative complaint.

Respondent failed to complete the required hours. Therefore, Counsel recommends Respondent's license be downgraded to affiliate real estate broker for violation of Tenn. Code Ann. § 62-13-303(h).

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted Counsel's recommendation.

New Information: Since the meeting, Counsel sent Respondent a copy of the consent order to Respondent on March 10, 2023. Respondent had twenty-seven (27) hours outstanding and completed the remaining hours as of November 27, 2022. However, Counsel did not have this information at the time of the complaint presentation. Therefore, as Respondent completed the necessary hours by the deadline in the Agreed Citation, Counsel recommends this matter be dismissed.

New Recommendation: Dismiss.

New Decision: The Commission accepted counsel's recommendation.

**Kimberly Cooper:
New Complaints**

**20. 2022047131
Opened: 12/19/2022
First Licensed: 8/20/2012
Expires: 8/19/2024
Type of License: Principal Broker
History: None**

The Complainant is the administrator of the estate of her late mother and was responsible for selling her mother's home on behalf of the estate. Respondent is a principal broker. Complainant entered into a listing agreement with Respondent on September 1, 2022. Complainant alleges that between September 1, 2022, and October 10, 2022, Respondent failed to timely convey counteroffers to potential buyers on three (3) separate occasions resulting in the loss of the sale of the home. Complainant notified Respondent via email on October 11, 2022, that she wished to terminate the listing and her business relationship with Respondent effective immediately. Respondent declined. Complainant alleges Respondent's behavior has been "disgusting and appalling". Complainant did not provide documentation supporting the allegations.

Respondent answered this complaint through counsel. Counsel provided copies of emails and attorney correspondence between Respondent and Complainant that demonstrate a deteriorating working relationship but also shows that offers and counteroffers if made were communicated timely. During the time that Respondent

had the property listed for Complainant, there were ten offers, and the property was under contract twice, resulting in a sale that closed on December 15, 2022. Counsel notes that insufficient evidence exists to support a finding that Respondent violated any TREC statute or regulation. Counsel recommends dismissal of the complaint.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

21. 2022048481

Opened: 12/19/2022

First Licensed: 3/20/2017

Expires: 3/19/2025

Type of License: Affiliate Broker

History: 2020 Consent Order for soliciting referrals on Facebook; 2022 Consent Order for failure to exercise reasonable skill and care in a transaction

Complainant is an affiliate broker. Respondent is an affiliate broker. This complaint is related to This complaint is related to #43, REC-2022051361.

Complainant states they had a listing agreement with homeowner that included a 90-day "carry-over clause". Two days after the listing expired home was placed under contract. While under contract and with the Complainant's sign still in the yard and on the MLS as "under contract", Complainant states Respondent personally approached homeowner and offered an "all-cash" offer, which homeowner accepted after rejecting a reduced counteroffer that took into account repairs needed to the home after inspection. Homeowner did not sign the mutual release of purchase and sales agreement or release of earnest money form until eight days after the home was under contract with Respondent. When contacted by Complainant, Respondent acknowledged via text message that the home was under contract and apologized for any "misunderstanding". Respondent also acknowledged not doing his due diligence to confirm the status of the "under contract" MLS listing and stated that "we could let this go and part ways and (I) could send you \$200 Christmas dollars just to be nice 😊". Complainant did not respond to Respondent's offer and filed this complaint.

Respondent answered this complaint by alleging that Complainant was acting without a binding listing agreement. Respondent also alleges that when approached the homeowner stated they were not working with a realtor and did not have any active contracts. Respondent stated that the homeowner would supply a statement to that effect and would be filing a separate complaint but as of the date of this report a statement nor a complaint has been received.

Respondent appears to be in violation of T.C.A § 62-13-312(b)(10) which states it shall be a violation to: “Inducing any party to a contract, sale or lease to break the contract for the purpose of substitution in lieu of the contract a new contract, where the substitution is malicious or is motivated by the personal gain of the licensee”.

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

Commission Decision: The Commission voted to accept counsel’s recommendation.

22. 2022049601
Opened: 12/19/2022
First Licensed: 3/2/2021
Expires: 3/1/2025
Type of License: Affiliate Broker
History: None

Complainant is a home buyer. Respondent is the selling agent.

Complainant states they entered into a purchase agreement with Respondent and that Respondent committed fraud by advertising the home as “completely remodeled” when it was not, in fact, completely remodeled. Complainant states that they learned after moving into the home that the home did not pass its electrical inspection; that the electrical system needed to be completely re-wired for safety reasons; that the HVAC system they were told was brand new was in fact six (6) years old; that the tub had been repainted and was not new; and that the flooring was improperly installed and had to be fixed at their expense. Complainant states that as a first-time homebuyer they feel that Respondent took advantage of their inexperience, and that Respondent was or should have been aware of these issues and disclosed them prior to the sale.

Respondent responded to the complaint by stating that they were the selling agent for an investment group, and that they did not have a business relationship with the

seller prior to this listing. All communications during the transaction were by and through Complainant buyer's designated agent. Respondent provided documentation of assertions by the seller as to the new items in the home and what renovations had been made, which was passed along to the buyer. "New Electrical System" and "New HVAC" are included on the list. Respondent asserted that all acknowledgement and disclosure forms had been signed and the buyer was made aware they needed to perform their own due diligence, and that Complainant did hire a home inspector to inspect the home prior to closing. Respondent also noted that when her client was made aware of the electrical issue soon after closing, that the seller did pay \$1,000 to the buyer for the inconvenience and costs of the repairs. Respondent states that the HVAC issue was reported to them almost six months after the closing and Respondent tried and failed to contact the seller.

Counsel's opinion is that Respondent did not violate TREC regulations and recommends the complaint be dismissed.

Recommendation: Dismiss

Commission Decision: The Commission accepted counsel's recommendation.

23. 2022050001
Opened: 12/19/2022
First Licensed: 4/30/2014
Expires: 4/29/2022 (Expired)
Type of License: Affiliate Broker
History: None

Complainants are homeowners. Respondent was an affiliate broker and vice president and division manager of a homebuilder company. This complaint is related to #29, REC-2022049981; #24, REC-2002050021; and #25, REC-2022050041.

Complainants state that Respondents were controlling members of the homeowners' association ("HOA") and architectural review committee ("ARC"). Complainants allege that Respondents ignored the covenants and restrictions on outbuildings and approved several projects that were "outside the line of the HOA rule."

Respondents replied to this complaint through counsel. Counsel pointed out that Complainants' own documents demonstrate that Respondents were not members of

the HOA or the ARC when the outbuildings were apparently approved by the community manager of the HOA.

Recommendation: Counsel’s opinion is that Respondent did not violate TREC regulations and recommends the complaint be dismissed.

Commission Decision: The Commission accepted counsel’s recommendation.

24. 2022050021
Opened: 12/19/2022
First Licensed: 9/16/2016
Expires: 8/30/2023
Type of License: Principal Broker
History: 2019 Letter of Warning

Complainants are homeowners. Respondent is principal broker. This complaint is related to #29, REC-2022049981; #23, REC-2022050001; and #25, REC-2022050041.

Complainants state that Respondent and its employees were controlling members of the homeowners’ association (“HOA”) and architectural review committee (“ARC”). Complainants allege that Respondents ignored the covenants and restrictions on outbuildings and approved several projects that were “outside the line of the HOA rule.”

Respondents replied to this complaint through counsel. Counsel pointed out that Complainants’ own documents demonstrate that Respondents were not members of the HOA or the ARC when the outbuildings were apparently approved by the community manager of the HOA.

Recommendation: Counsel’s opinion is that Respondent did not violate TREC regulations and recommends the complaint be dismissed.

Commission Decision: The Commission accepted counsel’s recommendation.

25. 2022050041
Opened: 12/19/2022

First Licensed: 3/3/2016
Expires: 3/2/2022 (Expired)
Type of License: Affiliate Broker
History: None

Complainants are homeowners. Respondent was an affiliate broker. This complaint is related to #29, REC-2022049981; #24, REC-2022050021; and #23, REC-2022050001.

Complainants state that Respondents were controlling members of the homeowners' association ("HOA") and architectural review committee ("ARC"). Complainants allege that Respondents ignored the covenants and restrictions on outbuildings and approved several projects that were "outside the line of the HOA rule."

Respondents replied to this complaint through counsel. Counsel pointed out that Complainants' own documents demonstrate that Respondents were not members of the HOA or the ARC when the outbuildings were apparently approved by the community manager of the HOA.

Recommendation: Counsel's opinion is that Respondent did not violate TREC regulations and recommends the complaint be dismissed.

Commission Decision: The Commission accepted counsel's recommendation.

26. 2022050511
Opened: 12/19/2022
First Licensed: 1/28/2013
Expires: 1/27/2025
Type of License: Affiliate Broker
History: 2022 Letter of Warning; 2023 Consent Order for Advertising Violation; 2023 Consent Order for Advertising Violation

Complainant is a seller. Respondent is a TREC licensee.

Complainant stated that Respondent was the buyer's agent, and that just prior to close Respondent contacted seller's agent and disclosed that a reduction of \$5,000 was necessary as buyer lost their financing and was approved by another lender at the lower amount. Complainant also stated that the change in lenders resulted in a

delayed closing which resulted in extra cost to Complainant due to having to pay for an “extended rate lock” on the purchase of their own new home; that Respondent did not attend the final walk through with their client; and that Respondent refused to contribute to any of the “extra costs”. Complainant stated that a fair resolution to this would be “me getting the 5K back that was blatantly extorted from me by (Respondent) and...buyer.”

Respondent replied and confirmed that Buyer did have to change financing after being previously approved for the purchase. Respondent placed the blame on the initial lender and provided documentation of the change in price agreed to by the Complainant seller. Respondent stated that Complainant required the listing agent to be present at all showings and walk-throughs, including the final walk through. Respondent was running late for the final walk-through and Complainant’s agent let Buyer in to conduct the walk-through while their agent was present. Respondent stated they were asked to reduce their commission and declined. Respondent noted that Complainant was free to reject the price change and the delay in closing and not go through with the sale.

Recommendation: Counsel’s opinion is that Respondent did not violate TREC regulations and recommends the complaint be dismissed.

Commission Decision: The Commission accepted counsel’s recommendation.

27. 2022047001
Opened: 12/19/2022
First Licensed: 7/19/2004
Expires: 10/15/2024
Type of License: Real Estate Firm
History: None

Complainant is seller. Respondent is a TREC licensee. This Complaint is related to #28, REC-2022047061.

On 9/27/2022 Complainant signed a listing mutual release agreement to have their listing removed from Respondent. The document was executed by Complainant, Complainant’s agent, and Respondent’s principal broker at the time. On 11/8/2022 Complainant learned that Respondent still maintained the listing on the MLS under agents that Complainant did not know, nor did they agree to their representation.

Complainant then learned that the principal broker who signed the release was no longer affiliated with Respondent. Complainant learned that new principal broker was demanding an additional 25% referral fee from agent to release the listing. The listing was released only after Respondent was contacted by the Department and notified of the related complaints. Respondent did not respond to the complaint. Respondent's office administrator provided documentation on December 22, 2022, that Complainant's listing under the new broker's name on the MLS had been changed to "inactive".

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for failure to respond.

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

28. 2022047061
Opened: 12/19/2022
First Licensed: 7/19/2004
Expires: 10/15/2024
Type of License: Real Estate Firm
History: None

Complainant is a former affiliate broker of Respondent. Respondent is a TREC licensee. This Complainant is related to #27, REC-2022047001.

On 9/27/2022 Complainant signed a listing mutual release agreement to have their listing removed from Respondent. The document was executed by Complainant, Complainant's client, and Respondent's principal broker at the time. Complainant learned approximately a week later that Respondent still maintained their listings on the MLS under affiliate brokers still employed by Respondent even after Complainant's client had notified Respondent that they did not contract with the Respondent and did not want to list with Respondent. Complainant learned that the principal broker who signed the release was no longer employed with Respondent. Complainant contacted new principal broker and was told by the principal broker that Respondent wanted a 25% referral fee from Respondent on all active listings, of which there were 16 at the time of the complaint. Complainant declined, stating that while they would close with Respondent what they already had under contract prior to September 27, they would not pay a referral fee on active listings.

Respondent did not respond to the complaint. Respondent's office administrator provided documentation on December 22, 2022, that Complainant's listings under Respondent's new principal broker's name on the MLS had been changed to "inactive".

Recommendation: \$1000 civil penalty for failure to respond.

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

29. 2022049981

Opened: 12/19/2022

First Licensed: 4/9/2012

Expires: 4/8/2024

Type of License: Real Estate Firm

History: 2019 Letter of Warning

Complainants are homeowners. Respondent is a real estate firm representing a homebuilding company. This complaint is related to #24, REC-2022050021; #25, REC-2022050041; and #23, REC-2022050001.

Complainants state that Respondents' employees were controlling members of the homeowners' association ("HOA") and architectural review committee ("ARC"). Complainants allege that Respondents ignored the covenants and restrictions on outbuildings and approved several projects that were "outside the line of the HOA rule."

Respondents replied to this complaint through counsel. Counsel pointed out that Complainants' own documents demonstrate that Respondents were not members of the HOA or the ARC when the outbuildings were apparently approved by the community manager of the HOA.

Recommendation: Counsel's opinion is that Respondent did not violate TREC regulations and recommends the complaint be dismissed.

Commission Decision: The Commission accepted counsel's recommendation.

30. 2022047941

Opened: 12/27/2022
First Licensed: 8/23/2017
Expires: 8/22/2023
Type of License: Affiliate Broker
History: None

Complainant is a concerned citizen. Respondent is a licensee.

Complainant alleges that Respondent posted racist comments publicly to their Facebook page, and that those posts could imply that Respondent's clients are not being treated fairly based on their race. Complainant asked the Respondent's principal broker to address the social media posts but did not receive a response, so filed a complaint with the Commission.

Respondent did not respond to the complaint. Respondent's principal broker responded through their attorney, who stated that the Respondent terminated their contractual relationship with the principal broker at or around the same day that the complaint was filed with the Commission.

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for failure to respond.

Commission Decision: The Commission accepted counsel's recommendation.

31. 2022050441
Opened: 12/27/2022
First Licensed: 1/13/2016
Expires: 1/12/2024
Type of License: Affiliate Broker
History: None

Complainant is buyer. Respondent is a licensee.

Complainant alleges that Respondent was the listing agent for the property and represented both parties in the sale. Complainant stated that "As all inspections were waived for the cash offer given that the property went into multiple offers with highest and best required, heavy reliance was placed on representations of the Trustee/Agent for the Seller". Disclosure statements were provided by Respondent and the transaction closed on November 7. On December 1, 2022, Complainant

requested a “full appraisal” of the property so that they could refinance the mortgage. Complainant learned at that time the property was in a flood zone and that flood insurance would be required. Complainant alleges that Respondent failed to perform due diligence and “received a windfall as a result of their failure to do their job”.

Respondent answered the complaint by stating that they were the trustee for the property that was sold but did not hold any monetary interest in the sale beyond their 3% commission and an administrative fee. Respondent stated they did not show the property. The offer made by Complainant was a “highest and best” cash offer and all inspections were waived. Respondent stated that they provided Complainant with all available information, including a “mortgage survey” obtained in 1992 that states the property is “outside of the 100 yr. flood zone”. Respondent provided additional documents regarding the sale that support Respondent’s statement that inspections were waived, and all required disclosures were made.

Recommendation: Counsel’s opinion is that Respondent did not violate TREC regulations and recommends the complaint be dismissed.

Commission Decision: The Commission accepted counsel’s recommendation.

32. 2022050661
Opened: 12/27/2022
First Licensed: 7/13/2017
Expires: 7/12/2023
Type of License: Affiliate Broker
History: None

Complainant is a seller. Respondent is a licensee and the selling agent for Complainant.

Complainant entered an exclusive right to sell agreement with Respondent on April 4, 2022, with an expiration date of October 4, 2022. Property was not sold, and the listing expired. Complainant states that Respondent did not communicate with Complainant and instead communicated with a third party mutual “friend” regarding the sale and any potential offers on the property. Complainant provided copies of three (3) text messages sent to Respondent after the expiration of the contract that appear to be unanswered asking for updates to the situation as well as copy of the contract. Complainant states she finally contacted the Respondent’s principal broker on December 13, 2022, because the listing was still showing active, and

Complainant needed the listing removed so that it could be listed by their new agent. Respondent's principal broker acknowledged that Respondent had been told by the 3rd party mutual "friend" that they could act on Complainant's behalf. Complainant again informed Respondent and Respondent's principal broker that Complainant was the sole property owner and the only party to the original contract and that communication should have been with them, not the 3rd party who was Respondent's "friend".

Respondent replied by supplying a letter in support from the "friend" detailing ample personal conflict between "friend" and Complainant and alleging that Complainant's new agent was dishonest and "coached" Complainant to obtain a commission that they (the new agent) were not entitled to. Respondent also supplied a letter where they state they and "friend" tried repeatedly to meet with Complainant to discuss the sale of Complainant's property, despite the "friend" not being the Respondent's client or a party to the contract. Complainant was eventually able to sell the property to a buyer that the Respondent represented as buyer's agent.

Recommendation: Discuss.

Commission Decision: The Commission voted to assess a Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Code Ann. § 62-13-404(1) and a Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Code Ann. § 62-13-404 (2), for a total of One Thousand Dollars (\$1,000.00). Additionally, the Commission voted to administratively open a complaint against the Respondent's principal broker for failure to supervise.

33. 2022051511
Opened: 12/27/2022
First Licensed: 9/17/2021
Expires: 9/16/2023
Type of License: Affiliate Broker
History: None

Complainant is anonymous. Respondent is a licensee. This complaint is related to #34, REC-2022051531, #35, REC-2022051551, #37, REC-2022051481; #38, REC-2022047501; #39, REC-2022051521; #40, REC-2022051541; #41, REC-2022052541; and #42, REC-2022051501.

Complainant alleged that Respondent was misrepresented as a “Broker” on the firm website.

Respondent states that their Broker noticed the “misrepresentation” issue and corrected it. Respondent provided a screen shot of the firm webpage with their title correctly listed. Respondent asked that the complaint be dismissed as the issue was addressed on the same day the error was discovered, and Principal Broker has apologized for the error. Counsel recommends a letter of warning pursuant to Tenn. Comp. R. & Regs. 1260-02-.12(3)(f).

Recommendation: Letter of Warning.

Commission Decision: The Commission accepted counsel’s recommendation.

34. 2022051531

Opened: 12/27/2022

First Licensed: 6/18/2015

Expires: 6/17/2023

Type of License: Affiliate Broker

History: None

This is an anonymous complainant. Respondent is a licensee. This complaint is related to #33, REC-2022051511, #35, REC-2022051551, #37, REC-2022051481; #38, REC-2022047501; #39, REC-2022051521; #40, REC-2022051541; #41, REC-2022052541; and #42, REC-2022051501.

Complainant alleged that Respondent was misrepresented as a “Broker” on the firm website.

Respondent states that their Broker noticed the “misrepresentation” issue and corrected it. Respondent provided a screen shot of the firm webpage with their title correctly listed. Respondent asked that the complaint be dismissed as the issue was addressed on the same day the error was discovered, and Principal Broker has apologized for the error. Counsel recommends a letter of warning pursuant to Tenn. Comp. R. & Regs. 1260-02-.12(3)(f).

Recommendation: Letter of Warning.

Commission Decision: The Commission accepted counsel's recommendation.

35. 2022051551
Opened: 12/27/2022
First Licensed: 6/11/2021
Expires: 6/10/2023
Type of License: Affiliate Broker
History: None

This is an anonymous complainant. Respondent is a licensee. This complaint is related to #33, REC-2022051511, #34, REC-2022051531, #37, REC-2022051481; #38, 2022047501; #39, 2022051521; 40#, REC-2022051541; #41, REC-2022052541; and #42, REC-2022051501.

Complainant alleged that Respondent was misrepresented as a "Broker" on the firm website.

Respondent states that their Broker noticed the "misrepresentation" issue and corrected it. Respondent provided a screen shot of the firm webpage with their title correctly listed. Respondent asked that the complaint be dismissed as the issue was addressed on the same day the error was discovered, and Principal Broker has apologized for the error. Counsel recommends a letter of warning pursuant to Tenn. Comp. R. & Regs. 1260-02-.12(3)(f).

Recommendation: Letter of Warning.

Commission Decision: The Commission accepted counsel's recommendation.

36. 2022047771
Opened: 12/27/2022
First Licensed: 8/12/2016
Expires: 11/2/2024
Type of License: Real Estate Firm
History: None

Complainant is a licensee and agent of Respondent. Respondent is a licensed firm.

Complainant stated that they sold a property on October 14, 2022. As of November 16, 2022, Complainant had still not been paid their commission. Complainant learned that Respondent's bank account that all commission checks are normally deposited in was subject to a court order and garnishment, and that Respondent had not notified their agents. After filing of the complaint, Complainant contacted the Commission and stated that they had received their payment and asked that the complaint be withdrawn.

Respondent did not respond to the complaint.

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for failure to respond.

Commission Decision: The Commission accepted counsel's recommendation.

37. 2022051481
Opened: 12/27/2022
First Licensed: 10/24/2022
Expires: 10/23/2024
Type of License: Real Estate Firm
History: None

Complainant is a Tennessee resident. Respondent is a licensee. This complaint is related to #33, REC-2022051511, #34, REC-2022051531, #35, REC-2022051551; #38, REC-2022047501; #39, REC-2022051521; #40, REC-2022051541; #41, REC-2022052541; and #42, REC-2022051501.

Complainant alleged that Respondent misrepresented agents as "Brokers" on the firm website. Complainant also alleges that two of the Respondent's agents are not advertising in that individual licensee's name as licensed with the Commission in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(c).

Respondent states that the error on the website was the fault of the website company and immediately rectified by the Principal Broker. Regarding the names of the licensees, the names of the agents on the website were updated to reflect the licensees' names as on file with the Commission.

Recommendation: Letter of Warning.

Commission Decision: The Commission accepted counsel's recommendation.

38. 2022047501
Opened: 1/3/2023
First Licensed: 10/17/2016
Expires: 10/16/2024
Type of License: Affiliate Broker
History: None

Complainant is a licensee. Respondent is a licensee.

Complaint stated that Respondent's marketing flyer was missing the registered office phone number; that Respondent was offering an "agent bonus"; offering a "buyer's agent" bonus; and that the team name was larger on the advertisement than that of the firm name. Complainant provided a copy of the flyer. Counsel notes the sign is in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) which states:" All advertising shall be under the direct supervision of the principal broker and shall list the firm name and the firm telephone number as listed on file with the Commission. The firm name must appear in letters the same size or larger than those spelling out the name of a licensee or the name of any team, group or similar entity."

Respondent stated that the flyer was sent to realtors within the association only and not consumers. Respondent stated that moving forward the firm number will be added to all correspondence and that they will work with the marketing department "to ensure that Logo sizing, agency verbiage and firm number are correct across the board."

Recommendation: One Thousand Dollar (\$1,000) civil penalty and open administrative complaint against Respondent's principal broker for failure to supervise.

Commission Decision: The Commission accepted counsel's recommendation.

39. 2022051521
Opened: 1/3/2023

First Licensed: 1/23/2018
Expires: 1/22/2024
Type of License: Affiliate Broker
History: None

This is an anonymous complainant. Respondent is a licensee. This complaint is related to #33, REC-2022051511, #34, REC-2022051531, #35, REC-2022051551; #38, REC-2022047501; #40, REC-2022051541; #41, REC-2022052541; and #42, REC-2022051501.

Complainant alleged that Respondent was misrepresented as a “Broker” on the firm website. Complainant also states that Respondent was not using their licensed name.

Respondent states that their Broker noticed the “misrepresentation” issue and corrected it. Respondent provided a screen shot of the firm webpage with their title correctly listed. Respondent asked that the complaint be dismissed as the issue was addressed on the same day the error was discovered, and Principal Broker has apologized for the error. Counsel recommends a letter of warning pursuant to Tenn. Comp. R. & Regs. 1260-02-.12(3)(f). Counsel notes Respondents name is updated with TREC properly.

Recommendation: Letter of Warning.

Commission Decision: The Commission accepted counsel’s recommendation.

40. 2022051541
Opened: 1/3/2023
First Licensed: 8/10/2020
Expires: 8/9/2024
Type of License: Affiliate Broker
History: None

This is an anonymous complainant. Respondent is a licensee. This complaint is related to #33, REC-2022051511, #34, REC-2022051531, #35, REC-2022051551; #38, REC-2022047501; #39, REC-2022051521; #41, REC-2022052541; and #42, REC-2022051501.

Complainant alleged that Respondent was misrepresented as a “Broker” on the firm website.

Respondent states that their Broker noticed the “misrepresentation” issue and corrected it. Respondent provided a screen shot of the firm webpage with their title correctly listed. Respondent asked that the complaint be dismissed as the issue was addressed on the same day the error was discovered, and Principal Broker has apologized for the error. Counsel recommends a letter of warning pursuant to Tenn. Comp. R. & Regs. 1260-02-.12(3)(f).

Recommendation: Letter of Warning.

Commission Decision: The Commission accepted counsel’s recommendation.

41. 2022052541
Opened: 1/3/2023
First Licensed: 5/24/2011
Expires: 1/21/2025
Type of License: Principal Broker
History: None

This is an anonymous complainant. Respondent is a licensee.

This complaint is related to #33, REC-2022051511, #34, REC-2022051531, #35, REC-2022051551; #38, REC-2022047501; #40, REC-2022051541; and #42, REC-2022051501.

Complainant alleged that Respondent is advertising all their agents as Brokers in the “About” section of the website. The only Broker in the firm is the Respondent.

Respondent states that they regularly check their website, noticed the error and was on the phone with their website fixing the issue when the complaint was filed. Respondent provided screen shots of the website with the correct listings. Respondent asked that the complaint be dismissed as the issue was addressed on the same day the error was discovered. Counsel notes this is a first-time offense, and that the issue was addressed prior to complaint being filed.

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

Commission Decision: The Commission accepted counsel's recommendation.

42. 2022051501
Opened: 12/27/2022
First Licensed: 5/24/2011
Expires: 1/21/2025
Type of License: Principal Broker
History: None

This is an anonymous complainant. Respondent is a licensee. This complaint is related to #33, REC-2022051511, #33, REC-2022051531, #35, REC-2022051551; #38, REC-2022047501; #40, REC-2022051541; and #41, REC-2022052541.

Complainant alleged that Respondent is advertising all their agents as Brokers in the "About" section of the website. The only Broker in the firm is the Respondent.

Respondent states that their Broker noticed the "misrepresentation" issue and corrected it. Respondent provided a screen shot of the firm webpage with their title correctly listed. Respondent asked that the complaint be dismissed as the issue was addressed on the same day the error was discovered. Counsel recommends a letter of warning pursuant to Tenn. Comp. R. & Regs. 1260-02-.12(3)(f).

Recommendation: Letter of Warning.

Commission Decision: The Commission accepted counsel's recommendation.

43. 2022051361
Opened: 1/9/2023
First Licensed: 11/5/2020
Expires: 11/4/2024
Type of License: Affiliate Broker
History: None

Complainant is an affiliate broker. Respondent is an affiliate broker. This complaint is related to complaint #21, REC-2022048481.

Complaint states that Respondent was negligent and unprofessional while working with a homeowner under a non-binding and expired listing agreement. Complainant also alleges that Respondent filed a false complaint against them in retaliation for losing out on the sale of the home. Home was ultimately purchased by Complainant. Complainant stated that “Agents should not be allowed to file complaints whenever and for whatever reason they wish. There should be repercussions for wasting me and my family's time, the commission's time, and the owner who now has to give a statement and file (their) own complaint.” Counsel notes that homeowner has not filed a complaint against Respondent and has not provided a statement.

Respondent’s principal broker answered this complaint on behalf of Respondent. Respondent alleges that Complainant personally approached homeowner, while home was under contract and with Respondent’s sign still in homeowner’s yard and on the MLS, and offered an “all-cash” offer, which homeowner ultimately accepted after rejecting a reduced counteroffer that took into account repairs needed to the home after inspection. Homeowner did not sign the mutual release of purchase and sales agreement or release of earnest money form until eight days after the home was under contract with Complainant. When contacted by Respondent, Complainant acknowledged via text message that the home was already under contract and apologized for any misunderstanding. Complainant also acknowledged not doing their due diligence to confirm the status of the “under contract” MLS listing and stated that “we could let this go and part ways and (I) could send you \$200 Christmas dollars just to be nice 😊”. When Respondent did not respond to Complainant’s offer, Complainant warned in a text message that they would be filing “three complaints against Respondent” and “Wish we could have worked this out without having you potentially lose your license.” Counsel notes that insufficient evidence exists to support a finding that Respondent violated any TREC statute or regulation. Counsel recommends dismissal of the complaint.

Recommendation: Dismiss

Commission Decision: The Commission accepted counsel’s recommendation.

44. 2022052661
Opened: 1/9/2023
First Licensed: 4/13/2016
Expires: 4/12/2024
Type of License: Affiliate Broker

History: None

Complainant is a licensee. Respondent is a licensee.

Complainant states that they were the listing agent with sellers when Respondent contacted their clients. Clients then requested to terminate the contract, and a mutual release was signed by all parties on 12/21/2022. Complainant canceled the sales listing and confirmed with the photographer that the photos used in the listing had been commissioned by and were owned by Complainant. On 12/26/2022 former clients contacted Complainant and asked for permission to use the photos in their new listing. Complainant declined. On 12/27, Respondent contacted Complainant and requested to purchase the photos from Complainant. Complainant again declined. Complainant then learned that Respondent listed the property on 12/26 using the photos, effectively “stealing” the photos.

Respondent replied that after Complainant declined to sell the photos, they contacted the photographer and “purchased the photos from the photographer that owns the license to the photos.” Respondent provided text messages from the photographer quoting a price of \$150 for the property photos and confirming the purchase by Respondent. Respondent did not address the allegation that they approached Complainant’s clients regarding representation while they were still under an active contract with Complainant. Respondent appears to be in violation of Tenn. Comp. R. & Regs. 1260-02-.12(6)(b) and T.C.A § 62-13-312(b)(10) which states it shall be a violation to: “Inducing any party to a contract, sale or lease to break the contract for the purpose of substitution in lieu of the contract a new contract, where the substitution is malicious or is motivated by the personal gain of the licensee.”

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

Commission Decision: The Commission accepted counsel’s recommendation.

- 45. 2022052681**
- Opened: 1/9/2023**
- First Licensed: 8/8/2017**
- Expires: 8/7/2023**
- Type of License: Affiliate Broker**
- History: 2021 Letter of Warning**

Complainant is a licensee. Respondent is a licensee.

Complainant states that Respondent “cold called” their personal cell phone multiple times without disclosing they were a licensee or what firm they were with to make an offer on their own behalf for property that Complainant owns. Complainant was able to record one of the calls. Complainant then contacted Respondent’s principal broker and played the recording for the principal broker and firm owner.

Respondent replied to complaint by stating that they “are no longer an agent”.

Respondent appears to be in violation of Tenn. Comp. R. & Regs. 1260-02-.11(1) and (2) which states that “(1) No broker or affiliate broker shall, either directly or indirectly through a third party, purchase for himself or attempt to purchase or acquire any interest in or option to purchase property listed with him or with his company, or property regarding which he or his company has been approached by the owner to act as broker, without first making a full disclosure of his true position to the owner of the property or to any prospective purchaser for which he has acted for as a client or customer” and “(2) All licensees shall identify themselves as a licensee when buying or selling property for themselves.”

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty and open administrative complaint against Respondent’s principal broker for failure to supervise.

Commission Decision: The Commission accepted counsel’s recommendation.

46. 2022050471
Opened: 1/18/2023
First Licensed: 7/1/2010
Expires: 1/3/2024
Type of License: Principal Broker
History: None

Complainant is a seller. Respondent was the principal broker of the agent who purchased Complainant’s property.

Complainant states that the initial purchase of the property fell through partially due to the Respondent’s failure to disclose that the purchase depended on buyers being able to complete a 1031 exchange. Complainant sent a termination and request for

\$5,000 in earnest money, but this request was done hand in hand with a new contract negotiated between the parties. The second contract did not reference the first contract, nor did it state the \$5000 from the first contract should be applied to the second contract. Complainant states it was their “feeling that the two are separate and that is our money.” The property was eventually sold pursuant to negotiated terms by all parties in December 2020, and Complainant has now filed this complaint.

Respondent replied to the complaint through their attorney. Respondent detailed additional efforts to complete the purchase of the property including additional earnest money and fees that were paid directly to the sellers. Respondent noted that Complainant signed and acknowledged the accuracy of the settlement statement as a “true and accurate statement of all receipts and disbursements made on my account or by me in this transaction”.

Tenn. Comp. R. & Regs. 1260-02-.02(8) provides the Commission will not intervene in the settlement of debts, loans, draws, or commission disputes between firms, brokers, and/or affiliates. Here, any issue between Complainant and/or Respondent appears to be contractual in nature. The Commission does not have jurisdiction in matters related to breach of contract. Based on the information provided, Counsel finds no violation of the rules or statutes by Respondent and recommends this matter be dismissed.

Recommendation: Dismiss

Commission Decision: The Commission accepted counsel’s recommendation.

47. 2022051341
Opened: 1/18/2023
Unlicensed:
History: None

Complainant is anonymous. Respondent is unlicensed. This complaint is related to complaints #48, REC-2022051681 and #49, REC-2022052501.

Complainant alleges that Respondent has advertised another individual’s property on Facebook Marketplace as well as several advertising websites and sold property resulting in a personal profit of approximately \$30,000. Complainant did not provide

copies of alleged advertising or say how they knew the Respondent personally profited from the sale.

Respondent replied through their attorney. Respondent states that they did assist their parents in selling property; they did not hold themselves out as an agent; and did not receive any fees or commissions as a result of the sale. Based on the information and documents provided by Complainant and Respondent, Counsel finds no evidence that Respondent violated the rules and statutes. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

48. 2022051681
Opened: 1/30/2023
Unlicensed:
History: None

Complainant is anonymous. Respondent is unlicensed. This complaint is related to complaints #47, REC-2022051341 and #49, REC-2022052501.

Complainant alleges that Respondent has advertised another individual's property on Facebook Marketplace as well as several advertising websites and sold property resulting in a personal profit of approximately \$30,000. Complainant did not provide copies of alleged advertising or say how they knew the Respondent personally profited from the sale.

Respondent replied through their attorney. Respondent states that they did assist their parents in selling property; they did not hold themselves out as an agent; and did not receive any fees or commissions as a result of the sale. Based on the information and documents provided by Complainant and Respondent, Counsel finds no evidence that Respondent violated the rules and statutes. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

49. 2022052501
Opened: 2/6/2023
Unlicensed
History: None

Complainant is anonymous. Respondent is unlicensed. This complaint is related to complaints #47, REC-2022051341 and #48, REC-2022051681.

Complainant alleges that Respondent has advertised another individual's property on Facebook Marketplace as well as several advertising websites and sold property resulting in a personal profit of approximately \$30,000. Complainant did not provide copies of alleged advertising or say how they knew the Respondent personally profited from the sale.

Respondent replied through their attorney. Respondent states that they did assist their parents in selling property; they did not hold themselves out as an agent; and did not receive any fees or commissions as a result of the sale. Based on the information and documents provided by Complainant and Respondent, Counsel finds no evidence that Respondent violated the rules and statutes. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss

Commission Decision: The Commission accepted counsel's recommendation.

50. 2022052151
Opened: 1/18/2023
First Licensed: 4/26/2016
Expires: 4/25/2024
Type of License: Affiliate Broker
History: None

Complainant is an out of state resident. Respondent is a licensed affiliate broker. Complainant alleges Respondent has dishonest, unprofessional, and has poor communication. Complainant alleges they have experienced difficulties with Respondent's lack of communication and alleges as a result they missed their closing date twice. Complainant alleges that Respondent never told them of their commission fee and was shocked at the 6% that they had to pay. Complainant alleges

that Respondent did not provide a comparative market analysis until they asked for it. Complainant alleges that they did not receive a "congratulations letter, phone call, email or text on the purchase of the property, and nothing from Respondent to welcome or thank Complainant for their business". Complainant provided copies of emails that show a deteriorating working relationship.

Respondent answered the complaint denying the allegations of poor communication on their part and stated they had exchanged 154 text messages with Complainant throughout the process, along with emails and calls. Respondent also provided the closing date amendment document signed by Complainant, and stated the delayed closing was at Complainant's request. Based on the information provided by the parties, Counsel finds no violation of any rules or statutes and recommends this matter be dismissed.

Recommendation: Dismiss

Commission Decision: The Commission accepted counsel's recommendation.

51. 2022051201

Opened: 1/23/2023

First Licensed: 10/25/1973

Expires: 4/10/2023

Type of License: Principal Broker

History: 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance

Complainant is a Tennessee resident and renter. Respondent is a licensee and the listing agent for the rental property. Complainant stated they went with their own agent to look at the listed rental property, and then asked if the monthly rent could be reduced if Complainant paid several months in advance. Complainant states that Respondent asked them to come to Respondent's office alone so they could discuss the rent. Complainant states that Respondent then asked several personal and inappropriate questions including if Complainant was in a relationship. After discussion deteriorated between the parties, Complainant then saw the property re-listed several days later for less than what they had offered in advance. Complainant feels they were discriminated against based on their national origin, and perhaps other protected class characteristics.

Respondent did not respond to the complaint.

Recommendation: One Thousand Dollar (\$1000.00) civil penalty and referral to Tennessee Human Rights Commission.

Commission Decision: The Commission accepted counsel's recommendation.

Chair Franks adjourned the meeting at 11:35am CST.