



**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 held a meeting on January 11, 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: Commissioner DJ Farris, Commissioner Joan Smith, Vice-Chair Geoff Diaz, Commissioner Steve Guinn, Commissioner Stacie Torbett, and Commissioner Kathy Tucker. Quorum Confirmed. Absent members include Chair Marcia Franks, Commissioner Jon Moffett, and Commissioner Joe Begley. Others present: Associate General Counsel Anna D. Matlock, Associate General Counsel Jeffrey Caudill, Paralegal Carol McGlynn, Education Director Ross White, and TREC staff member Aaron Smith.

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

The motion to approve the January 11, 2023, agenda was made by Commissioner Farris and seconded by Commissioner Torbett. The motion passed unanimously.

The minutes for the December 07, 2022, commission meeting were submitted for approval.

The motion to approve December 07, 2022, minutes was made by Commissioner Farris and seconded by Commissioner Guinn. The motion passed unanimously.

### **INFORMAL APPEARANCE**

Cynthia Kepley appeared before the commission with her Principal Broker, John “Ed” Andrews, to receive approval for her Affiliate Broker license.

The motion to approve Cynthia Kepley was made by Commissioner Torbett and seconded by Commissioner Farris. The motion carried unanimously.

Megan Walters appeared before the commission with her Principal Broker, Alexander Price, to receive approval for her Affiliate Broker license.

The motion to approve Megan Walters was made by Commissioner Smith and seconded by Commissioner Torbett. The motion carried unanimously.

### **WAIVER REQUEST**

Executive Director Maxwell presented Glen Chambers to the commission seeking a waiver of reinstatement fees.

The motion to approve Mr. Chamber’s request was made Commissioner Farris 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 J1-J37 was made by Commissioner Smith and seconded by Commissioner Tucker. 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 Torbett. The motion passed unanimously.

## **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Maxwell updated the Commission on the topics below.

- **TR Panel:** Director Maxwell discussed with the commission on participation in the TR panel during the upcoming TN Realtors conference hosted by Tennessee Association of REALTORS.
- **Errors and Omissions Insurance Update:** Director Maxwell updated the commission on the process for suspension regarding licensees who have not complied with the E&O requirements.
- **State Fire Marshall Campaign:** Director Maxwell updated the commission on the current campaign to increase fire awareness in partnership with the Real Estate Commission utilizing REALTORS to motivate buyers on the importance of fire safety initiatives.

**PSI:** Carolyn from PSI addressed the commission on the importance of reviewing the question criteria for the Tennessee portion of the examination. The commission was able to ask questions and evaluate a timeframe for the review to take place. Commissioner Guinn and Commissioner Farris volunteered to participate in the review.

**COMMISSION DISCUSSION:** The commission participated in a refresher presentation on processes, and laws in accordance with regulation and consumer protection.

## **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 1-52 with the exception of the following complaints, which were pulled for further discussion: **2022040311, 2022038601, 2022034451, 2022035771, 2022035971, 2022036701, 2022037541, 2022037891, 2022037901, 2022038721, 2022038951, 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039131, 2022039151, 2022039171, 2022039521, 2022033921, 2022034691.**

The motion was made by Commissioner Smith and seconded by Commissioner Torbett. The motion carried unanimously.

After further discussion by the Commission on complaint 2022040311, Commissioner Farris motioned **to issue a Letter of Warning to Respondent for Tenn. Code Ann. § 62-13-403(1) failure to exercise reasonable skill and care.** Commissioner Tucker seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2022038601, Vice-Chair Diaz motioned **to dismiss the complaint,** Commissioner Farris seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2022034451, Commissioner Farris 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 2022035771, Commissioner Smith motioned **to accept the counsel's recommendation, and** Commissioner Tucker seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2022035971, Commissioner Smith motioned **to issue a Letter of Warning to Respondent for Tenn. Code Ann. § 62-13-403(1) failure to exercise reasonable skill and care.** Commissioner Torbett seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2022036701, Commissioner Farris motioned **to accept the counsel's recommendation, and** Commissioner Guinn seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2022037541, Commissioner Farris 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 2022037891, Commissioner Farris motioned **to assess a Five Hundred Dollar (\$500.00\_ civil penalty.** Commissioner Tucker seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2022037901, Commissioner Farris motioned **to assess a Five Hundred Dollar (\$500.00\_ civil**

**penalty** Commissioner Torbett seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039131, 2022039151, 2022039171**, Commissioner Torbett motioned **to accept the counsel's recommendation, and** Commissioner Farris seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022039521, 2022033921, 2022034691** Commissioner Torbett motioned **to accept the counsel's recommendation, and** Commissioner Farris seconded the motion. The motion carried unanimously.

**Anna Matlock**  
**New Complaints:**

1. **2022033781**  
**Opened: 9/26/2022**  
**First Licensed: 8/25/2014**  
**Expires: 8/24/2024**  
**Type of License: Principal Broker**  
**History: 2020081591 Closed and Flagged; 2020082771 Closed and Flagged; 2020082991 Closed and Flagged; 2021004741 Closed and Flagged**

Complainant is an affiliate broker. Respondent is a principal broker and the same Respondent in REC-2022034051, complaint #2, and REC-2022034061, complaint #3. Complainant alleges they closed on a property in January 2022 and Respondent did not pay their commission has been told multiple times over seven (7) months different excuses. Complainant alleges they have asked Respondent if any additional information is required to close the transaction file, and nothing has occurred. Complainant provides a list of reasonings given by Respondent and dates beginning from February 28, 2022, going through June 30, 2022, stating most were ignored and hopes something can be done.

Respondent did not submit a response. As Respondent did not submit a response, Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-313(a)(2).

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

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

2. **2022034051**

**Opened: 9/26/2022**

**First Licensed: 8/25/2014**

**Expires: 8/24/2024**

**Type of License: Principal Broker**

**History: 2020081591 Closed and Flagged; 2020082771 Closed and Flagged; 2020082991 Closed and Flagged; 2021004741 Closed and Flagged**

This complaint is related to REC-2022034061, complaint #3.

Complainant is a real estate broker. Respondent is a principal broker and the same Respondent in REC-2022033781, complaint #1, and REC-2022034061, complaint #3. Complainant alleges Respondent removed funds from the operating account while they were the active principal broker without notification, Respondent informing them there was an issue with the account. Complainant provides the operating account is their firm account where all commissions are deposited. Complainant alleges after noticing several concerns related to transactions in their accounts, they spoke with another principal broker at a branch office, Complainant in REC-2022034061, complaint #3, that also discovered concerning withdrawals in their accounts. Complainant states they contacted their local association and later their firm franchise's chief executive officer. Complainant concludes stating they removed themselves as principal broker on August 8<sup>th</sup> and submitted bank statements in support.

Respondent did not submit a response. As Respondent did not submit a response, Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-313(a)(2). Additionally, the Commission should be aware Counsel has requested an audit of Respondent's firm accounts for the past three (3) years and included this complaint in the request for audit. This audit request remains pending. Should any violations be found in the audit related to this complaint, Counsel will re-present those matters before the Commission at that time.

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

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

3. **2022034061**  
**Opened: 9/26/2022**  
**First Licensed: 8/25/2014**  
**Expires: 8/24/2024**  
**Type of License: Principal Broker**  
**History: 2020081591 Closed and Flagged; 2020082771 Closed and Flagged; 2020082991 Closed and Flagged; 2021004741 Closed and Flagged**

This complaint is related to REC-2022034051, complaint #2.

Complainant is a real estate broker. Respondent is a principal broker and the same Respondent in REC-2022033781, complaint #1, and REC-2022034051, complaint #2. Complainant states on June 30, 2022, they were contacted by Complainant in REC-2022034051, complaint #2, about an issue relating to their operating account. Complainant states upon discovering this issue they confronted Respondent, who stated any issue they had was a mistake that would be corrected. Complainant alleges after speaking with Complainant in REC-2022034051, complaint #2, they realized additional account discrepancies in their accounts as well. Complainant shares the same details that their local association and firm franchise's chief executive officer. Complainant concludes stating they removed themselves as principal broker on August 9<sup>th</sup> and provided bank statements denoting the escrow account with the alleged discrepancies.

Respondent did not submit a response. As Respondent did not submit a response, Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-313(a)(2). Additionally, the Commission should be aware Counsel has requested an audit of Respondent's firm accounts for the past three (3) years and included this complaint in the request for audit. This audit request remains pending. Should any violations be found in the audit related to this complaint, Counsel will re-present those matters before the Commission at that time.

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

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

4. **2022037551**  
**Opened: 9/26/2022**  
**First Licensed: 1/17/2017**  
**Expires: 9/23/2024**  
**Type of License: Real Estate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is a real estate broker. Complainant states their home is listed and equipped with a Sentrilock lockbox for showings, which is only accessible via an agent's unique code and provides an alert any time it is utilized. Complainant alleges Respondent entered their home with their access code and two (2) clients without a showing confirmation and permission to do so. After receiving an alert, Complainant alleges they informed their housemate at the property no showing was scheduled at the time, the individuals in the home were unknown, and to not go to the door for safety reasons. Complainant alleges their housemate informed them they heard Respondent call out several "hellos" and someone "jiggled" their locked door. Complainant states their spouse called the real estate agent and informed them of Respondent's presence. Complainant alleges though Respondent was informed they were not permitted on the property, Respondent continued to show Complainant's home to Respondent's clients, which is supported by security video footage. Complainant alleges Respondent ignored signs someone was in the home including a car parked in the driveway, calling out "hello" in the home, and jiggling a locked door. Complainant states they are now for safety reasons considering removing the Sentrilock lockbox which they fear may adversely impact the sale of their home.

Respondent answered the complaint by first apologizing to Complainant that their housemate felt afraid, as this was not their intention. Respondent further states because there was a car in the driveway, it is their standard practice to unlock the property, knock loudly, and repeatedly call out "hello" in a greeting. Respondent states as they received no response, they believed the property to be vacant, but had they received a response they would not have come inside Complainant's property. Respondent states they were called by Complainant's real estate agent and strongly informed they did not have an appointment. Respondent answered stating they were sure they had an appointment and already showing the property, but informed Complainant's real estate agent their client's liked the property. Respondent states Complainant's housemate was never mentioned in conversation. Following the



conversation with Complainant's real estate agent, Respondent states they locked the property and left along with their clients. In closing, Respondent calls this an unfortunate mistake that will not be repeated. Based on the information provided, it is clear there was an error on Respondent's part. Respondent believed they had an appointment for the property and misplaced the confirmation. In actuality, Respondent did not even have an appointment. Though this appears to be a genuine mistake, Respondent likely could have waited to find locate the confirmation, prior to showing the property to their client and entering their code into the Sentrilock lockbox. Therefore, Counsel recommends issuing a Letter of Warning reminding Respondent of the requirement in Tenn. Code Ann. § 62-13-403(1), or to diligently exercise reasonable skill and care in providing services to all parties to the transaction.

**Recommendation: Letter of Warning.**

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

5. **2022038801**  
**Opened: 9/26/2022**  
**Unlicensed**  
**History: None**

Complainant is a principal broker. Respondent is an unlicensed individual. Complainant alleges they received a text message from Respondent who stated they were unlicensed and a "wholesaler." Complainant alleges Respondent stated they did not own the property but had it under contract and wanted to know if Complainant wanted to view the property and Respondent would have a key box on the property "this afternoon." Complainant then alleges they asked Respondent if there was a commission to be paid of if they bring an offer. Complainant states they were told by Respondent to add the commission on top of the offer. Complainant alleges they again asked Respondent if Respondent had a buyer under contract to purchase, and Respondent answered that they had a contract to sell and that they were a wholesaler.

A representative from Respondent's company ("Representative") answered on their behalf. Representative explained Respondent is a virtual assistant and they are unsure of the basis of the complaint. Representative states Complainant appears to be confused as to what an assignment contract is and acknowledges Respondent did not help explain. Representative states all correspondence to investors is

accompanied with a disclosure on the property information website, and the emails provided by Complainant are assignments of the contract are clearly outlined on the property information website. Respondent states Complainant received these correspondences because they are opted-in as a recipient. However, Representative states they have removed Complainant in their system so they will receive no further notifications of properties.

When looking at wholesaling, there are two different factors to consider, whether the unlicensed individual has a valid ownership interest in the subject property and how that wholesale transaction is executed. Here, Respondent repeatedly stated they did not own the property, but that the property was “under contract” with a buyer to purchase. Representative acknowledged this was an assignment contract. However, it appears neither Representative nor Respondent have *personal* ownership interest in the property but are working on behalf of another to solicit the sale of a property or purchase agreement with the expectation of receiving some form of compensation. Therefore, it appears Respondent is advertising and soliciting a property they do not own and does not appear to fall into any of the exemptions provided in Tenn. Code Ann. § 62-13-104(a)(1)(a). Further, Complainant provides copies of the MLS listing and deed to support the documentation of the current owner of the property, that does not match Respondent’s information. Also, details as to how the transaction is to be executed are not provided. As Complainant provided, Respondent gave no information related to commissions or fees to be paid only that this was to be “on top of the offer.” Therefore, Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity.

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

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

6. **2022038891**  
**Opened: 9/26/2022**  
**First Licensed: 12/14/1992**  
**Expires: 7/4/2024**  
**Type of License: Principal Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is a principal broker. Complainant alleges they have submitted two (2) offers on a property listed by Respondent

without a response. Complainant further alleges they spoke to the property owners that claim to have never seen their offers and forwarded the owners the offers as proof Respondent is withholding offers. Complainant alleges Respondent's clients are very upset, along with other people attempting to purchase this property.

Respondent answered the complaint stating they have never received a complaint. Respondent states they are obligated to present valid offers received, but not frivolous non-based offers without detail any details they are able to advise their client on property details. Respondent provides Complainant did not specify the amount of acreage they wanted to purchase, its location, how Complainant planned to access the property, boundary lines, or who would be obtaining a survey. Respondent also states the offer lacked clarifying information related to financing and the appraisal, as well as requesting Respondent's signature as the buyer. In conclusion, Respondent states they informed their clients they received an offer from Complainant, but the terms were vague, incomplete, and they were unable to forward them the full details. Based on the information provided, it appears that Respondent provided their clients the information as required by Tenn. Code Ann. § 62-13-404(3)(A)(ii) and Tenn. Comp. R. & Regs. 1260-02-.08. Furthermore, Complainant provides no information to support their claims that Respondent's clients did not receive this information. Lastly, Tenn. Comp. R. & Regs. 1260-02-.08 states brokers shall "make certain all of the terms and conditions of the real estate transaction are included in the contract to purchase." Here, Complainant's "offer" was missing several pertinent details, necessary for Respondent's clients to decide to reject or accept. 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.**

- 7. **2022039381**
  - Opened: 9/26/2022**
  - First Licensed: 12/14/1992**
  - Expires: 7/4/2024**
  - Type of License: Principal Broker**
  - History: None**

This complaint is related to REC-2022038891, complaint #6.

Complainant is a Tennessee resident. Respondent is the same principal broker in REC-2022039381, complaint #6. Complainant alleges Respondent has failed to submit three (3) contracts for a property. Complainant alleges the first contract occurred in August of 2022 and this individual nor their agent heard anything from the submitted offer and neither did the seller. Complainant states the seller of this property contacted Respondent and the offer was subsequently sent and accepted. Complainant alleges a second contract, Complainant in REC-2022038891, complaint #6, occurred in September of 2022 and this individual's offer was also not received and Respondent never submitted the offer to the seller; Complainant further alleging "DESPITE it [the contract] NOT being in the best interest to one of heirs."

Respondent answered the complaint stating they are not currently involved any transactions with Complainant. Respondent states Complainant is the former spouse of the individual mentioned Complainant's August of 2022 allegation, a current transaction under contract and set to close. Respondent states Complainant contacted them wanting information related to the transaction and Respondent refused to provide any terms, and several days later this complaint was filed. Respondent states Complainant's allegations are false and is also friends with Complainant in REC-2022038891, complaint #6. Respondent provides email statements from several of the sellers of the property addressing statements of Complainant denying Complainant's allegations. Respondent closes stating they have presented all clear offers and never forced anyone to accept or sign anything.

Complainant submitted a rebuttal stating their divorce of their former spouse did not finalize until after their complaint was filed and none of the parties mentioned in their original complaint were aware of its filing. Complainant further states they have had previous successful transactions this year with Respondent, and this is the first incident of unprofessionalism. Complainant states now that the transaction is over, they have no further response as they have moved on. Based on the information provided, Complainant is not a party to any of the transactions and presents no evidence to substantiate any of their allegations against Respondent. 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.**

**8. 2022039441**

**Opened: 10/3/2022**  
**First Licensed: 2/11/2016**  
**Expires: 2/10/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges they were informed by a septic inspector the system in a prospective property did not work properly. Therefore, Complainant alleges they informed their real estate agent they did not wish to continue and purchase the property. Next, Complainant alleges Respondent requested an extension and Respondent informed Complainant their “guy” inspected the septic system worked fine. Complainant states due to the pressures of needing to vacate and after seeing 10+ properties, Complainant agreed and continued with the purchase. Complainant alleges within forty-eight (48) hours of moving in, the septic system had issues and they incurred \$3,500.00 in repairs. Complainant alleges also the “guy” Respondent had check the septic system was a home inspector and not a septic inspector. Complainant states they would have never purchased the property had Respondent not lied and deceived their real estate agent.

Respondent answered the complaint stating they worked as the listing agent and never directly communicated with Complainant. Respondent states they only communicated with their real estate agent and during the inspection period, Complainants and the sellers agreed to a \$5,000.00 reduction in lieu of repairs and supplied a notification on the same day checking they accepted the property “AS IS.” Respondent also states that in lieu of a home warranty, the sellers paid \$500.00 toward the Complainant’s closing costs. Complainant provided a rebuttal stating how Respondent failed to mention or conversation related to the septic system. Complainant also explained the reduction in price related to repairs for the water heater and damaged soffits from wood rot and animals, not the septic system. Based on the information provided, Complainant provides no information to support their claim that Respondent lied or deceived them during the transaction. Ultimately, Complainant signed the Purchase and Sale Agreement though possessing potentially conflicting information related to the septic system. Furthermore, in the amendment to the Purchase and Sale Agreement, Complainant checked the box that states, “Buyer has made any and all inspections available under the Inspection section of the Purchase and Sale Agreement and **ACCEPTS the Property in its present AS IS condition** with any and all faults and no warranties expressed or implied.” Therefore, Counsel finds no violation of Respondent and recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

9. **2022040311**  
**Opened: 10/3/2022**  
**First Licensed: 9/6/2007**  
**Expires: 9/5/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges they were to receive two (2) lots in a transaction, but to date they have yet to receive either lot, the buyer not reneging on the proposal. Complainant alleges they had a larger property subdivided and plat recorded with Respondent negotiating Complainant at the conclusion of the transaction would receive two (2) lots with all utilities. Complainant alleges Respondent informed them the two (2) lots would be deeded over, but "confusion exists on the definition of 'two.'" Complainant alleges when they originally subdivided the larger property, the plat record had the property subdivided into 1.75-acre parcels. Complainant states this meant, to them, two (2) 1.75-acre parcels. Complainant alleges when Respondent "did their due diligence for the sale of the property, they knew how the property was subdivided." However, Complainant alleges Respondent knew or should have known the buyer would have the property resurveyed and obtain a new recorded plat. Complainant states after they closed on the property, they discovered the new plat would have lots less than an acre and had Complainant known the intentions of the buyer they would have restructured the transaction. Complainant believes Respondent failed to properly protect their interests.

Respondent answered the complaint stating Complainant's transaction is part of a very contentious divorce and included a very strict compliance deadline, or the property was to be auctioned. Respondent explains Complainant had several ideas for the property, but ultimately Respondent explained once the new property was sold the new owner could build the type of new homes, they felt best suited for the current market, which is likely different from Complainant's idea. Additionally, Respondent states they told Complainant if the county approval was for more or less homes on the land that it would impact the offer price and ending outcome. Respondent states the size of the lots depended on the final approval of the

subdivision and size of the sewer step system designed by the engineers and state. Based on the information provided by Complainant and Respondent, Counsel finds no evidence to support Respondent failed to protect Complainant's interests in the transaction. Respondent is not in control of how a buyer choosing to use a property once a transaction concludes, or how the engineers and the state design a sewer system and any adverse impacts that may have to a size of a lot. Counsel finds no violation of the rules or statutes by Respondent and recommends this matter be dismissed.

**Recommendation: Dismiss.**

**Commission Decision: The Commission voted to issue a Letter of Warning to Respondent for Tenn. Code Ann. § 62-13-403(1) failure to exercise reasonable skill and care.**

**10. 2022035831**  
**Opened: 10/3/2022**  
**Unlicensed**  
**History: None**

This matter is referred from the Office of the Attorney General, Division of Consumer Affairs.

Complainant is a Tennessee resident. Respondent is an unlicensed entity. Complainant states they moved into this property in March of 2022 and at this time the plumbing worked, and no leaks were present. Complainant alleges Respondent agreed to certain repairs but did not follow through. Complainant alleges within one (1) week, their bathroom and kitchen began to flood, damaging the flooring and creating unsafe and unsanitary living conditions. Complainant further alleges the plumbing conditions are contributing to their utility costs, creating mold, and possibly creating a health hazard within their property. Complainant requests a refund for money expended for repairs, pain, and suffering.

Respondent answered the complaint through a representative ("Representative"). Representative states the repairs have been completed as Complainant would not permit Respondent to access the property prior to the complaint filing. Representative states they communicated with Complainant's attorneys to get a date with contractors and a date was coordinated and that is all to report now. Complainant provided a rebuttal stating Representative owns the subject property. Based on the information provided, Counsel believes this matter is a landlord tenant

dispute and does not fall within the jurisdiction of the Commission. Therefore, Counsel recommends this matter be dismissed for lack of jurisdiction.

**Recommendation: Dismiss.**

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

11. **2022035591**  
**Opened: 10/3/2022**  
**First Licensed: 6/8/1990**  
**Expires: 10/2/2016**  
**Type of License: Real Estate Firm (REVOKED)**  
**History: 2021 Final Order**

Complainant is a Tennessee resident. Respondent is a revoked firm. Complainant states Respondent is still operating without a license and is a tenant of Respondent.

Respondent did not provide a response. On August 17, 2021, Respondent's license was revoked following a contested case hearing before an administrative law judge sitting alone on June 29, 2021. In the Final Order issued by the ALJ it was ordered Respondent "immediately **CEASE AND DESIST** from all activities governed under the Act or overseen by the Commission, until or unless licensed." Respondent has yet to do so and is in direct violation of the ALJ's Final Order. Therefore, Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity. Additionally, Counsel recommends this matter be referred to the Office of Attorney General, as the Commission has commenced a matter in May of this year in Shelby County Chancery Court against Respondent for their continued violations of the ALJ's Final Order.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty and refer this matter to the Office of the Attorney General.**

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

**Jeffrey Caudill**  
**New Complaints:**



12. **2022038601**  
**Opened: 10/10/2022**  
**First Licensed: 10/29/2013**  
**Expires: 10/28/2023**  
**Type of License: Principal Broker**  
**History: None**

Complainant is the Tennessee Real Estate Commission (“TREC”). Respondent is a principal broker.

Complainant issued an Agreed Citation to Respondent on September 16, 2022, for renewing Respondent’s real estate license without completion of the required 120 hours of post broker continuing education (“CE”) hours within 3 years from the date of obtaining the original license in violation of Tenn. Code Ann. § 62-13-303(h). The Agreed Citation noted that the TREC voted on August 29, 2022, to allow Respondent until December 30, 2022, to complete 48 hours of CE hours of post broker education.

Complainant notes in correspondence to Respondent that Respondent was originally licensed by TREC as an affiliate broker on October 29, 2013, and obtained a broker license in 2015 by using Respondent’s experience in Florida to qualify. The correspondence from Complainant to Respondent also stated, “Once licensed in TN, you are required to follow the TN laws, rules, and requirements. This is not exempt if you have an active out of state license or previously held a license in another state.”

Respondent states that it was coming from a reciprocal state and did not need to take the course again. Respondent states the course Respondent had already taken was grandfathered in by TREC in 2017 as Respondent’s 120 hours of CE.

Counsel suggests that Respondent be assessed a civil penalty in the amount of \$1,000 for violation of Tenn. Code Ann. § 62-13-303(h) and be ordered to complete 48 hours of CE of post broker education within 180 days of the execution of the Consent Order.

**Recommendation: \$1,000 Civil Penalty and completion of 48 hours of continuing education of post broker education within 180 days of the execution of the Consent Order.**

**Commission Decision: The Commission voted to dismiss the complaint.**

13. **2022036391**  
**Opened: 9/6/2022**  
**First Licensed: 10/10/2017**  
**Expires: 10/9/2023**  
**Type of License: Affiliate Broker**  
**History: None**

The complaint is a TREC Administrative Complaint opened in relation to allegations made in TREC Complaint number 2022016891. The Respondent is a TREC licensee.

Information gleaned from Complaint number 2022016891 alleges Respondent would be indicted on charges related to voter fraud and perjury.

The Respondent admits to being charged with voter registration fraud and perjury. The Respondent states the charges are pending in court and have nothing to do with any real estate transaction. Respondent goes on to say, "This is part of a political stunt and an attack against my family."

The status does not require the Respondent to report anything to the Commission. In the event the Respondent does accept or is found guilty, Respondent will then need to request an appearance before the Commission within 60 days of the conviction becoming final pursuant to T.C.A. 62-13-302(f).

In counsel's opinion, this does not warrant a summary suspension informal conference. The charges do not relate to the real estate brokering profession and, consequently, there does not appear to be a threat of immediate harm to the public.

**Recommendation: Litigation Monitoring**

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

14. **2022036401**  
**Opened: 9/6/2022**  
**First Licensed: 9/22/1998**  
**Expires: 6/20/2024**  
**Type of License: Principal Broker**  
**History: 2006 Letter of Instruction**

The Complainant is a property owner. The Respondent is a Principal Broker.

The Complainant states they were offended when Respondent made a statement that the Complainant had asked a real estate agent working under Respondent to go to a property that Complainant wanted to list for sale. Complainant states that they never asked the agent to come the property and that was the agent's idea. Complainant says they have no interest in the agent. Complainant goes on to state the Respondent and agent are "ghosting me". Complainant states they did tell the agent to take someone with you if you go to the property. Complainant states they have a new realtor who has listed the property.

Respondent states they never made any offensive comments to Complainant at any time. Respondent states the agent received a lead from a lead generating company and had planned to visit the property to get a better idea of the property and location. Respondent states the agent was uncomfortable going to the property because of statements made by the Complainant to the agent discussing how rural the property is and that no cell service exists. Respondent stated the agent was new and per the Listing Agreement, Respondent made the decision, along the with agent, to assign the Listing to another agent. Respondent stated the Complainant was not satisfied with the decision to change agents and stated the Respondent didn't have the right to assign another agent. Respondent stated the Complainant continued to contact the agent. Respondent states that after multiple attempts to explain to Complainant that the agent was not comfortable and experienced enough to represent the Complainant adequately. Respondent states that the agent representing the Complainant was uncomfortable and was not experienced enough to adequately represent the Complainant. Respondent states that Complainant was notified that another agent could be assigned to represent Complainant. Respondent states Complainant disagreed and stated multiple times that the agent was "his agent" and that Respondent did not have the right to assign another agent. Respondent states that after multiple attempts to explain to Complainant that the original agent was no longer the agent assigned to Complainant's listing, Respondent instructed the agent to not respond Complainant. Respondent states Complainant was advised to contact Respondent instead. Respondent states Complainant was never "ghosted" and when Complainant called, a return call was always made.

Counsel's opinion is that Respondent acted in accordance with all applicable laws and as such recommends the case be closed.

**Recommendation: Close.**

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

15. **2022032751**  
**Opened: 9/12/2022**  
**First Licensed: 1/28/2013**  
**Expires: 1/27/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a TREC licensee. Respondent is a TREC licensee.

Complainant states Respondent is in violation of Tenn. Comp. R. & Regs. 1260-02-.12 relating to advertising. Counsel notes that Complainant submitted a Zillow advertisement for Respondent depicting Respondent's name followed by the word "Firm" while showing the Respondent's actual firm name to which Respondent's license is associated underneath and in a smaller font.

Counsel notes that Respondent was given notice of the complaint that is in compliance with TN ST § 62-13-313 and has failed to provide a response to the complaint.

Counsel recommends a civil penalty of \$1,000 for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) for failing to show the Respondents firm name on an advertisement in letters the same size or larger than those spelling out the name of any team, group, or similar entity.

**Recommendation: \$1,000 civil penalty.**

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

16. **2022034451**  
**Opened: 9/12/2022**  
**First Licensed: 6/4/2019**  
**Expires: 6/3/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant and Respondent are TREC licensees.

Complainant states it acquired a listing for a home on July 1, 2022. Complainant states that on July 25, 2022, the homeowner contacted Complainant asking if the home was on two separate MLS's. Complainant states the homeowner said that Respondent is a friend and had inquired about the house. Complainant states on August 3, 2022, the homeowner contacted Complainant asking to be released from the listing so Respondent can be used as the listing agent. Complainant states the homeowner responded "yes" when asked if Respondent advised homeowner as to which MLS's should be used or that the home was priced incorrectly. Complainant alleges Respondent contacted the homeowner violated the code of ethics by giving the homeowner advice which caused the homeowner to lose faith and trust in Complainant.

Respondent denies violating the code of ethics.

Counsel states that the TREC does not have statutory authority to enforce a code of ethics. Counsel's opinion is that Respondent did not violate any law enforceable by TREC. Counsel recommends closing the complaint.

**Recommendation: Close.**

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

17. **2022035461**  
**Opened: 9/12/2022**  
**First Licensed: 5/13/2016**  
**Expires: 5/12/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant and Respondent are TREC licensees. The complaint is related to complaint number 2022035381.

Complainant states that Respondent did not educate or fully represent the client. Complainant states Respondent submitted an offer from a buyer for one of

Complainant's listings. Complainant states that in the listing that the seller would provide a flooring credit at closing with an accepted offer. Complainant states the offer submitted by Respondent was written without any information about the credit and was an "as-is" offer. Complainant states that when the seller was presented with the offer submitted by Respondent, the seller never signed the offer but advised Complainant to do a counteroffer to include a \$5,000 credit. Complainant states it is Respondent's responsibility to explain the credit to the buyer.

Respondent states that the buyer attended an open house and believed the seller would have the house painted and the floor replaced. Respondent states they were explained to seller how credits work and in the MLS agent instructions no amount was given. Respondent states that Complainant contacted Respondent after the offer expired to discuss the counteroffer. Respondent states it explained to Complainant that since the offer had expired, the buyer would need to submit another offer. Respondent states the buyer was disappointed with the \$5,000 credit as the seller had much higher numbers in mind. Respondent states the buyer told Respondent to not submit another offer.

Counsel's opinion is that the complaint is contractual in nature and thus outside the authority of TREC.

**Recommendation: Close.**

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

18. **2022035771**  
**Opened: 9/12/2022**  
**First Licensed: 6/14/2021**  
**Expires: 6/13/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a buyer. Respondent is a TREC licensee, listing agent, and facilitator.

Complainant states it entered a purchase contract on March 9, 2022. Complainant states it viewed the property on March 29, 2022, where some of the requested repairs were shown by Respondent and seller. Complainant states the RV pad was not a "full hookup" as advertised as the 220v receptacle had been removed leaving

exposed wires. Complainant states on March 29, 2022, Respondent notified Complainant that as part of the purchase contract, there was a .5-acre parcel of land that was landlocked at the rear of the property and an easement to the landlocked property ran through the property Complainant was contracted to purchase. Complainant states the Respondent stated, upon being asked why Complainant had not been told, that it was not a requirement. Complainant states on April 7, 2022, Respondent sent two forms which raised concerns about the septic. Complainant states Respondent threatened Complainant that a loss of earnest money and a lawsuit from the seller would occur if Complainant walked away from the deal. Complainant states on May 2, 2022, a neighbor called to say that the neighbor's property was connected to the water meter at the property Complainant was scheduled to purchase. Complainant states it had no knowledge of other households being connected to the water meter.

Respondent states it became a facilitator for the transaction with Complainant and submitted a Confirmation of Agency form, signed by both Complainant and seller. Respondent states Complainant and seller were both present during the final walkthrough of the property on March 29, 2022. Respondent states receipts for repairs listed on the Repair Amendment were provided to Complainant. Respondent states it had advised Complainant about the .5-acre parcel as Respondent had just gotten title back. Respondent states neither the seller nor Respondent were aware of the location of the easement. Respondent states it continued to search for the owner of the landlocked parcel but did not locate the owner. Respondent states that while attempting to gather records, it was told there were records regarding a septic system at the property when in fact there were no records. Respondent states that the State informed Respondent there were no septic records on file, Respondent submitted a Subsurface Sewage Disposal System Permit Disclosure to Complainant and seller for signature. Respondent states it never threatened Complainant but instead informed Complainant it was past the due diligence period which would lead to a forfeiture of the earnest money and potentially lead to a breach of contract lawsuit from the seller.

Counsel's opinion is that Respondent did not violate any law enforceable by TREC. Further, Counsel's opinion is the complaint allegations lie in contractual and/or ethical allegations and thus, whether the complaint has merit or not, is unenforceable by TREC.

**Recommendation: Close.**

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

19. **2022035971**  
**Opened: 9/12/2022**  
**First Licensed: 6/16/2021**  
**Expires: 6/15/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a buyer. Respondent is the selling agent.

Complainant states it began looking at two vacant property lots in January 2022 identified as lot number 14 and lot number 15. Complainant states it emailed Respondent a map that outlined lot number 14 asking Respondent to confirm that the map depicted lot number 14. Complainant states Respondent confirmed it was lot number 14. Complainant states it closed on the lot in February 2022 and began mowing and maintaining the lot. Complainant states it arrived at the lot on July 30, 2022, to mow and discovered that a home was on the lot. Complainant states it consulted a neighbor who showed Complainant a map with lot lines and lot number 14 was in a different area. Complainant states Respondent misrepresented to Complainant where lot number 14 was located. Complainant states it emailed Respondent who confirmed the mistake. Complainant states it was contacted by the COO of Respondent's company who offered to sell Complainant's property with no commission.

Respondent states Complainant emailed Respondent on January 24, 2022, saying it wanted to purchase either lot number 14 or lot number 15. Respondent states it emailed Complainant the CRS tax map of lot number 14 and lot number 15. Respondent states Complainant responded that it thought it would like lot number 14 because it was on a hill with a better view. Respondent states Complainant then asked if the sellers would be willing to meet to show Complainant the exact location of the property. Respondent states an offer was extended to Complainant for the Respondent to meet Complainant to look at the survey lines. Respondent states that Complainant sent Respondent a text message on January 24, 2022, stating it would go look at the survey lines. Respondent states Complainant emailed Respondent on January 25, 2022, at 5:04 p.m. stating it "figured out the lot lines...what I thought was lot 14, is the start of lot 15 corner...I think I want lot 15." Respondent states Complainant emailed Respondent again on January 25, 2022, at 5:38 p.m. stating, "My previous email was a typo, I want to move forward with Lot 14". Respondent



states Complainant sent an email to Respondent asking Respondent to confirm lot 14 and attached a plat map with both lot number 14 and lot number 15 shown but lot number 15 was highlighted. Respondent states it responded by email to Complainant's emails stating "Perfect! I'll get drawn up. Yes, lot 14..."

Complainant states Respondent did text pictures of the property to her but did not receive the pictures due to technical difficulties with Complainant's phone.

Counsel concludes that Respondent texted photos of the property to Complainant and Complainant indicated to Respondent that Complainant observed and understood where the property lines were located. Counsel's opinion is that, while there seems to have been confusion regarding the map depicting both lot number 14 and lot number 15, Respondent acted in accordance with all TREC enforceable rules, and this matter should be closed.

**Recommendation: Close.**

**Commission Decision: The Commission voted to issue a Letter of Warning to Respondent for Tenn. Code Ann. § 62-13-403(1) failure to exercise reasonable skill and care.**

**20. 2022036011**

**Opened: 9/12/2022**

**First Licensed: 8/13/2007**

**Expires: 12/3/2024**

**Type of License: Real Estate Broker**

**History: None**

Complainant is a Tennessee resident. Respondent is a listing agent.

Complainant states Respondent listed property that has multiple owners without getting the consent of all the owners. Complainant states the property was owned by a married couple. Complainant states the married couple had children, the couple divorced, and one of them later died. Complainant states that the divorce granted the now deceased spouse sole ownership of the property; however, the deed to the property remained in both spouses' names. Complainant states Respondent is married to the grandchild of the surviving spouse. Complainant states Respondent listed property at the bequest of the surviving spouse and Respondent had knowledge the surviving spouse did not solely own the property. Complainant states the

deceased spouse did have a will but that it was void because it had not been recorded. Complainant states it informed Respondent the first time they spoke that Respondent had illegally listed the property. Complainant states Respondent stated it would void the listing and remove the listing from the website. Complainant further states Respondent wanted to charge a 10% commission. Complainant states it told Respondent it would not consent to more than a 6% commission. Complainant states Respondent refused the 6% commission offer.

Respondent states that it received a call from its spouse's grandmother who asked Respondent to list the property for sale. Respondent stated it listed the property for someone who thought they owned the property. Respondent states it immediately withdrew the property from the market upon receiving a phone call from Complainant and realizing there was a problem with the title to the property.

Counsel's opinion is that Respondent acted in accordance with TREC enforceable rules and the matter should be closed.

**Recommendation: Close.**

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

21. **2022036931**  
**Opened: 9/12/2022**  
**First Licensed: 5/2/2014**  
**Expires: 5/1/2024**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint is related to Complaint number 2022036941 that is included on this report.

Complainant is a buyer. Respondent is the selling agent.

Complainant states it was looking for a home and found a listing for 93 acres. Complainant states it told Respondent that it did not know if it could afford the entire tract. Complainant states Respondent said it had a friend who wanted the land minus the home and the property could be split. Complainant states Respondent did not disclose that his friend who wanted the property was Respondent's business partner and principal broker. Complainant states it was not aware that the principal broker's

sister was the agent who showed Complainant the inside of the home. Complainant states the principal broker is now dividing the property and claims to have an easement to use Complainant's property to access the principal brokers property. Complainant states Respondent was deceitful and dishonest.

Respondent states Complainant is friends with Respondent's daughter and that Respondent was trying to help Complainant find a house. Respondent states Complainant had tried to obtain other properties but had problems because of a money situation. Respondent states Complainant could only afford the property if the principal broker took a portion of the land. Respondent states that included text messages shows that Complainant had full knowledge that the principal broker was purchasing the other property.

Counsel concludes, based upon reviewing Facebook posts of Complainant, that Complainant knows the principal broker. Further, Counsel notes that the principal broker had no ownership interest in any of the property at the time Complainant purchased the home. TREC does not decide matters that are contractual in nature or property disputes. Counsel's opinion is Respondent acted in accordance with all TREC rules and this matter should be closed.

**Recommendation: Close.**

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

22. **2022036941**  
**Opened: 9/12/2022**  
**First Licensed: 3/8/2007**  
**Expires: 10/7/2022 (Expired, Active)**  
**Type of License: Principal Broker**  
**History: 2021 Letter of Warning**

This complaint is related to Complaint number 2022036931 that is included on this report.

Complainant is a buyer. Respondent is the principal broker of the selling agent.

Complainant states it was looking for a home and found a listing for 93 acres. Complainant states it told selling agent that it did not know if it could afford the

entire tract. Complainant states selling agent said it had a friend who wanted the land minus the home and the property could be split. Complainant states selling agent did not disclose that his friend who wanted the property was Respondent who is also the business partner of the selling agent. Complainant states it was not aware that Respondent's sister was the agent who showed Complainant the inside of the home. Complainant states the Respondent is now dividing the property and claims to have an easement to use Complainant's property to access Respondent's property. Complainant states Respondent left Complainant a threatening voicemail after Complainant sent Respondent a message to not be on Complainant's property. Complainant states Respondent was deceitful and dishonest.

Respondent states Complainant was working with agents in 2018 to find property. Respondent states Complainant did not have the funds to purchase the entire 92 acres and the seller did not want to divide the property. Respondent states it purchased 80 of the 92 acres because it adjoined land Respondent already owned. Respondent states Complainant knew one of the agents was a sister to Respondent. Respondent states it owns an easement across Complainant's property and has been using the easement for 4 years now. Counsel concludes, based upon reviewing Facebook posts of Complainant, that Complainant knows the Respondent. Further, Counsel notes that the Respondent had no ownership interest in any of the property at the time Complainant purchased the home. TREC does not decide matters that are contractual in nature or property disputes. Counsel's opinion is Respondent acted in accordance with all TREC rules and this matter should be closed.

**Recommendation: Close.**

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

23. **2022035691**  
**Opened: 9/12/2022**  
**First Licensed: 10/29/2019**  
**Expires: 10/28/2023**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a property owner. Respondent is a real estate management firm.

Complainant states on July 26th, Complainant notified Respondent via that it was terminating their management of Complainant's properties. Complainant states on July 28th Respondent accepted rent for one of Complainant's properties. Complainant states on August 1st Respondent sent Complainant an online form to complete to cancel the management agreement. Complainant says Respondent indicated the management agreement cancellation would take 7 days to take effect and Respondent would retain any funds for 90 days. Complainant states Respondent's actions are in direct contradiction to the management agreement.

Respondent states on December 4, 2019, Complainant entered into a Property Management Agreement ("PMA") with Respondent to manage three homes beginning on January 1, 2020. Respondent states on July 26, 2022, Complainant gave notice to terminate the management relationship with Respondent. Respondent states when an owner terminates the PMA, Great Jones requires its web-based form to be completed. On August 1, 2022, Respondent sent Complainant a link to start the management cancellation process. Respondent states that as a part of the termination process, a \$1,000 reserve is applied to the owner's account so that Respondent can pay any final invoices that may be received on behalf of the owner. Respondent states on July 28, 2022, it received an electronic payment for rent for one of the Complainant's properties. Respondent states that rent was applied to the \$1,000 reserve required to terminate Complainant's PMA.

Counsel notes the allegations made against Respondent are contractual in nature and thus not enforceable by TREC. Counsel recommends the case be closed.

**Recommendation: Close.**

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

24. **2022033571**  
**Opened: 9/19/2022**  
**First Licensed: 9/29/2004**  
**Expires: 7/11/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant filed complaint on behalf of Complainant's older parents who purchased a home. Respondent is the listing agent.

Complainant alleges the parents were "...deceived, taken advantage of and lied to during the purchase of their home...". Complainant states the parents used Respondent as their agent but on the contract all the documents show Respondent's broker as parents' agent. Complainant states Respondent had parents sign all documents electronically. Complainant states both parents are 81 years of age and Complainant's father has dementia. Complainant states parents had no idea what they were signing, and Respondent never reviewed the documents with the parents. Complainant states Respondent told parents that Respondent knew Complainant to gain parents' trust. Complainant states it does not know Respondent. Complainant states Respondent told parents they had to offer \$10,000 over the list price because the sellers had another offer on the home. Complainant states the parents feel as though Respondent lied to them and had them offer \$10,000 over list price for the sellers and Respondent's benefit. Complainant states that when the parents asked about a home inspection, Respondent told them they did not need one because a home inspection had already been done and there is nothing wrong with the home other than a dishwasher hose was knocked off. Complainant states Respondent lied to the parents as there is a long list of issues with the house. Complainant further states that the home inspector told Complainant that Respondent hired him, and that Respondent was interested in purchasing the home.

Respondent states Complainant's claims are baseless and has no personal knowledge as Complainant was never present. Respondent states the parents acknowledged, in writing, that they had been informed that Respondent was not their agent, but instead Respondent was representing the sellers as their agent. Respondent states the parents were provided with the Updated Disclosure and Home Inspection Report on 3 separate occasions including by email, in printed form when the parents came by the office, and when they signed acknowledging receipt of the documents. Respondent states the parents did not appear to be incompetent and they were assisted at every step by another adult daughter. Respondent states a previous transaction in 2019 with Complainant where Respondent represented a buyer who was buying one of Complainant's houses. Respondent recalls a final walkthrough in 2019 when Complainant pulled up some bushes, seemingly in anger, that were supposed to have been replaced per the agreement with Respondent's client. Respondent states that when asked by the parents, Respondent told them that, in the overall general market at the time, it was Respondent's experience that offers at or below listing were not very successful. Respondent states the sellers had 16 other offers to purchase at the time the parents made their offer. Respondent states it is false that Respondent told the parents to not get a home inspection. Respondent states the parents signed a disclaimer notice strongly recommending a home inspection. Respondent states the

sellers paid for the home inspection and the Respondent simply helped make arrangements for the home inspection.

Counsel concludes the claims made against Respondent are not supported by evidence.

**Recommendation: Close.**

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

25. **2022035381**

**Opened: 9/19/2022**

**First Licensed: 3/17/2020**

**Expires: 3/16/2024**

**Type of License: Affiliate Broker**

**History: None**

Complainant is a buyer. Respondent is a TREC licensee. The complaint is related to complaint number 2022035041.

Complainant states he attended an open house where Respondent indicated to Complainant and other prospective buyers that the seller would replace the flooring, paint the walls, and change the upstairs carpet. Complainant states that an offer was submitted through the buyer's agent. Complainant states that his agent called him back and said the seller would only offer a \$5,000 credit. Complainant states Respondent uses empty promises to get people to place bids with no intention of keeping those promises. Complainant states Respondent's actions are unethical and possibly illegal.

Respondent states that buyer attended an open house then submitted a full price "as is" offer from Complainant's agent. Respondent states it thought the Complainant or his agent might be confused, as it is unusual that if a credit is being offered by the seller for the offer to not include a reference to the credit. Respondent states that upon conferring with the seller, the seller agreed to submit a counteroffer with a credit at closing of \$5,000. Respondent states it called the Complainant's agent to explain that the seller was offering a credit because the seller did not want to replace anything cosmetic. Respondent states the buyer's agent said the buyer was no longer interested in purchasing the property.

Counsel's opinion is that the complaint is contractual in nature and thus outside the authority of TREC.

**Recommendation: Close.**

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

26. **2022036531**  
**Opened: 9/19/2022**  
**First Licensed: 10/8/1987**  
**Expires: 3/8/2023**  
**Type of License: Principal Broker**  
**History: None**

Complainant is a former renter. Respondent is the property owner and a principal broker.

Complainant states Respondent is retaliating against Complainant by not renewing their lease. Complainant states Respondent was asked to make repairs to the property and then kicked Complainant out of the house with less than a week's notice.

Respondent states Complainant sent a written notice to terminate the lease on May 16, 2022. Respondent states one of the tenants sent a text to Respondent on May 31, 2022, stating it had 5 new people and was interested in a new lease. Respondent states it had several conversations with Complainant who was having trouble finding co-tenants. Respondent states on July 16, 2022, Respondent emailed an unsigned lease to Complainant and 8 other people. Respondent states the tenants and co-signers did not follow through with mailing back a signed lease to Respondent and no co-signers completed the online verification of credit through Experian Connect. Respondent states it received a text message on July 25, 2022, from one of the potential tenants stating they would not sign a new lease until we installed new doors and repaired a loose stair rail. Respondent states it decided to lease the house to one of the new groups of prospective tenants. Respondent states it went to the vacated house on August 1, 2022, to clean and make necessary repairs to the house. Respondent states there were no doors needing repaired or replaced and there was no loose stair rail.



Counsel observed photos of doors submitted by Complainant and failed to see anything in the photos suggesting the doors were not functional. Counsel's opinion is that Respondent did not violate any TREC rule, and the case should be closed.

**Recommendation: Close.**

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

27. **2022037261**  
**Opened: 9/19/2022**  
**First Licensed: 4/13/2021**  
**Expires: 4/12/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a prospective buyer. Respondent is a TREC licensee.

Complainant states it met Respondent on March 30, 2022, at a coffee shop and Respondent suggested Complainant submit its information to a lender to see if Complainant could get approved for a home loan. Complainant states Respondent reached out to Complainant on April 6, 2022, to tell Complainant it needs to work some things out on my own. Complainant states it reached out to another realtor who assisted in getting Complainant approved for a loan. Complainant states because of wasted time with Respondent, Complainant had to rush to sign an overpriced lease. Complainant states Respondent never wanted to work with Complainant in the first place and did so only as a favor to Respondent's significant other with whom Respondent was having an affair.

Respondent states it had several conversations with Complainant about buying a home. Respondent states it provided Complainant with several lender options along with how the process would work. Respondent states Complainant reached out to one of the lenders and was not approved for credit. Respondent states at the time it reached back out to Complainant, Respondent discovered Complainant was working with another realtor. Respondent states that was no agreement signed with Complainant, that no properties were shown to Complainant, and that Respondent did not represent Complainant.

Counsel's opinion is Respondent did not violate any TREC rule.

**Recommendation: Close.**

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

**28. 2022036701**  
**Opened: 9/19/2022**  
**Unlicensed**  
**History: None**

Complainant is a TREC licensee. Respondent is unlicensed company.

Complainant states Respondent is operating a short-term rental management company without proper licensure for designated agent and Vacation Lodging Services License.

Respondent states it became the managing partner and owner on September 1, 2022. Respondent states an employee notified it on September 2, 2022, that Complainant had filed a complaint. Respondent states after a quick look, it discovered the company it bought did not have the proper licensing to conduct management of short-term rentals. Respondent states it proceeded to complete the licensing application immediately.

Counsel notes that Respondent made timely application to become licensed and is now currently in compliance with licensure requirements. Counsel recommends Respondent be assessed a civil penalty of \$200 for operating a company providing vacation lodging services without a license.

**Recommendation: \$200 Civil Penalty.**

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

**29. 2022030901**  
**Opened: 9/26/2022**  
**First Licensed: 8/7/2014**  
**Expires: 8/6/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a seller. Respondent is a co-listing agent.

Complainant states that Respondent lowered the price of the property without Complainant's prior consent and failed to provide a release from a purchase contract that was terminated by the buyers. Complainant states that Respondent failed to inform the other co-listing agent of developments. Complainant states the co-listing agent had to bring in more painters to make repairs because Respondent had painters come before everything was removed from the property.

Respondent states Complainant is going through a divorce and Respondent represents Complainant's spouse as a co-listing agent. Respondent states the agreement was the other co-listing agent would communicate exclusively with the Complainant while the Respondent would communicate exclusively with the Complainant's spouse. Respondent states on June 24, 2022, the buyers terminated the purchase agreement due to the home inspection. Respondent states the co-listing agent was notified on June 24, 2022, that the purchase agreement had been terminated. Respondent states Complainant signed an Amendment to the Listing Agreement in which Complainant agreed the agents could lower the price of the home, after notifying the sellers, to aggressively get the property under contract. Respondent states the co-listing agent was informed when Respondent intended to reduce the price. Respondent states that while the painters did paint and make repairs prior to the Complainant's spouse removing its belongings, Respondent arranged to have the repairs made at no charge to anyone.

Counsel's opinion is that Respondent complied all TREC rules, and the complaint should be closed.

**Recommendation: Close.**

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

30. **2022035321**  
**Opened: 9/26/2022**  
**First Licensed: 7/27/2000**  
**Expires: 2/8/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a buyer. Respondent is a TREC licensee.

Complainant states they bought a house in 2017 and later found out that Respondent was helping its son sell the house without disclosing that Respondent was a real estate agent. Complainant states that on the contract Respondent presented, Respondent acted as the public notary without telling Complainant of the personal connection to the seller.

Respondent states it did not represent anyone. Respondent states its involvement in the contract was limited to acting as a Public Notary and to register a quit claim deed.

Counsel opines that Respondent did not violate any TREC rule because Respondent did not act as an agent for either party in the transaction.

**Recommendation: Close.**

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

31. **2022037101**  
**Opened: 9/26/2022**  
**First Licensed: 9/5/2012**  
**Expires: 3/4/2024**  
**Type of License: Principal Broker**  
**History: None**

Complainant is Texas realtor. Respondent is a TREC licensee.

Complainant states on June 29, 2022, Complainant contacted Respondent regarding a referral for purchase of a listed property. A referral agreement was signed on June 30, 2022, agreeing to compensate Complainant at 25% on both the listing and selling side. Complainant states the transaction closed on August 15, 2022. Complainant states Respondent only paid 25% on the selling side of the transaction and refuses to pay the 25% on the listing side.

Respondent states Complainant did not introduce the seller to the listing agent and the Complainant never solicited the listing agent for a referral fee. Respondent states the clients referred by the Complainant only purchased one property and did not list any property.

Counsel notes the complaint involves a contractual dispute and is thus not something that is enforceable by TREC.

**Recommendation: Close.**

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

32. **2022037541**  
**Opened: 9/26/2022**  
**First Licensed: 5/22/2015**  
**Expires: 5/21/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a TREC licensee. Respondent is a TREC licensee.

Complainant states a listing of Complainant's went under contract with buyers represented by Respondent. Complainant states the closing was set for August 26, 2022, with the earnest money to be non-refundable if the contract does not close on the buyer's current home. Complainant states on August 26, 2022, Respondent informed Complainant that the buyer's property has not closed and sent a request for the earnest money to be returned to the buyer. Complainant states the sellers did not sign the release. Complainant states it has sent a request on multiple occasions for the earnest money to be released to the seller but has not received a response.

Respondent states the only issue to be resolved under the agreement is the proper distribution of the earnest money. Respondent states it cannot force the buyers to release earnest money that they believe they are not required to release. Further, Respondent states that Complainant alleges something that is not a violation and not within the jurisdiction of TREC.

Counsel opines that Respondent has not violated any TREC rule. Counsel further opines that the disagreement over the disbursement of earnest money is a contractual matter and thus not enforceable by TREC.

**Recommendation: Close.**

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

33. **2022037891**  
**Opened: 9/26/2022**  
**First Licensed: 7/31/2020**  
**Expires: 7/30/2024**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint is related to complaint number 2022037901 that is included in this report.

Complainant is a TREC licensee. Respondent is a TREC licensee.

Complainant states Respondent misrepresented its affiliation with a real estate firm by writing offers to purchase using the wrong real estate firm forms for approximately 3 months after leaving the firm. Complainant also states Respondent advertised its services on a very large billboard with the wrong real estate firm and contact information listed.

Respondent states that after transferring real estate brokerages, there was a glitch in the Transaction Desk system that continued to populate Respondent's form contracts with the logo of Respondent's former brokerage firm. Respondent states that it diligently asked Transaction Desk to remove the former brokerage logo from Respondent's forms. Respondent states that it could not edit the forms to remove the logo either. Respondent states attempts to amicably resolve and explain Transaction Desk's inability to remove the logo with Respondent's former brokerage were not productive. Respondent states advice was immediately sought from an attorney through the Tennessee Realtors Hotline Advisor who advised Respondent to issue an amendment to existing contracts stating there is no affiliation between Respondent and Respondent's former brokerage, and that the former brokerage is not a party to the contract. Respondent states the amendments were issued as directed. Respondent states there was no willful misrepresentation, and the contracts did indicate Respondent's correct brokerage firm next to the signatory box on the contracts. Respondent states the billboard advertisement was purchased when Respondent was with the former brokerage firm. Respondent states it has contracted and paid money to have the billboard changed at the first available date.

Counsel contends that Respondent took direct and immediate action to minimize any harm caused due to the inability to get the former brokerage firm logo removed from Respondent's forms. Counsel's opinion is Respondent violated **Tenn. Comp. R. &**

**Regs. 1260-02-.12(3)(f) “No licensee shall advertise in a false, misleading, or deceptive manner.”** Counsel recommends Respondent be assessed a civil penalty in the amount of \$1,000.

**Recommendation: \$1,000 Civil Penalty.**

**Commission Decision: The Commission voted to assess a Five Hundred Dollar (\$500.00) civil penalty.**

**34. 2022037901**  
**Opened: 9/26/2022**  
**First Licensed: 6/26/2015**  
**Expires: 4/11/2023**  
**Type of License: Principal Broker**  
**History: None**

This complaint is related to complaint number 2022037891 that is included in this report.

Complainant is a TREC licensee. Respondent is a principal broker.

Complainant states Respondent failed to supervise an affiliated agent by allowing the agent to write and present offers to purchase using the agent’s former brokerage firm forms for approximately 3 months after leaving that firm. Complainant states the agent is being allowed to advertise on a billboard with the name and contact information of the agent’s former brokerage firm.

Respondent states it attempted communication with Complainant to gather information and supervise the affiliate broker. Respondent states Complainant refused to answer any phone calls or respond to voicemails left by Respondent. Respondent states it immediately called the affiliate broker to discuss and supervise the alleged issue. Respondent states it called Transaction Desk and was told there is great difficulty in removing the logo from the affiliate broker’s forms. Respondent states communication occurred with the Tennessee Realtors Hotline Attorney and took immediate action to comply with the Hotline Attorney’s advice by instructing the affiliate broker to issue amendments on the contracts with the former brokerage firm logo. Respondent continued to follow-up regarding Transaction Desk and was able to see the successful removal of the affiliate broker’s former brokerage firm logo from the forms. Respondent is supervising the changing of the billboard and instructed the affiliate broker to see if the billboard company would change the

billboard despite contractual obligations. Respondent states the billboard company is changing the billboard for \$350 and has indicated the earliest it can be changed is October 18, 2022.

Counsel contends that Respondent took direct and immediate action to minimize any harm caused due to the inability to get the former brokerage firm logo removed from Respondents forms. Counsel's opinion is Respondent violated **TENN. COMP R. & REG. 1260-02-.12(3)(B)** "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." Counsel recommends Respondent be assessed a civil penalty in the amount of \$1,000.

**Recommendation: \$1,000 Civil Penalty.**

**Commission Decision: The Commission voted to assess a Five Hundred Dollar (\$500.00) civil penalty.**

35. **2022038721**  
**Opened: 9/26/2022**  
**First Licensed: 8/11/2015**  
**Expires: 8/10/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Respondent is a TREC licensee.

Complainant alleges Respondent made defamatory remarks regarding Complainant based upon false information posted online by a neighbor. Complainant states Respondent is in violation of REALTORS duties to the public.

Respondent states it has never had a conversation or interaction of any kind with Complainant. Respondent states it is part of a private neighborhood online group where one of the neighbors discussed how Complainant verbally assaulted the neighbor and alluded to escalating the situation by becoming armed with a gun to commit more serious offenses because of a dog "pooping" in Complainant's yard.

Counsel notes that Respondent provided a copy of online neighbor posts including Respondent's which referred to Complainant as a "jerk". Counsel opines that Respondent did not violate any TREC rule or regulation. Counsel recommends this complaint be closed immediately.



**Recommendation: Close.**

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

36. **2022038951**  
**Opened: 9/26/2022**  
**First Licensed: 2/7/2003**  
**Expires: 10/31/2024**  
**Type of License: Principal Broker**  
**History: None**

Complaint numbers 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039171, 2022039131, and 2022039151 are all related and are included in this report.

Complainant is anonymous. Respondent is a principal broker.

Complainant submitted pictures of 6 billboards advertising real estate services and stated the advertisements are all against the rules of TREC. Complainant states that 2 managing brokers are out of compliance with TREC rules.

Respondent states that it contacted the advertising firm, LAMAR, who designed the billboards, and LAMAR sent the actual sizes of the names which showed the firm name is larger than the agent's name. Respondent states the firm name font size is 34 inches tall and the agent's name font size is 33 inches tall. Respondent states the billboards ran from August 8, 2022, to September 4, 2022. Respondent states it has contacted LAMAR and advised them to increase the firm name font size for future billboards to hopefully eliminate any future complaints.

Counsel has reviewed the photos of the billboards submitted by Complainant and the photo of a billboard with writing on it alleging the firm name font is larger than the font used for the agent's name. Counsel's opinion is that the firm name font in all the billboards is smaller than the font used for the agent's name. Counsel's opinion is that any lay person can plainly see the font sizes used on the billboards are not even close in size to the name of the agent in much larger font than the name of the firm. Counsel recommends a \$500 civil penalty be assessed against Respondent for violation of **Tenn. Comp. R. & Regs. 1260-02-.12(3)(b)** "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.”

**Recommendation: \$500 Civil Penalty**

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

37. **2022038981**  
**Opened: 9/26/2022**  
**First Licensed: 5/11/2005**  
**Expires: 6/20/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complaint numbers 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039171, 2022039131, and 2022039151 are all related and are included in this report.

Complainant is anonymous. Respondent is an affiliate broker.

Complainant submitted pictures of 6 billboards advertising real estate services and stated the advertisements are all against the rules of TREC. Complainant states that 2 managing brokers are out of compliance with TREC rules.

Respondent states via its principal broker that it contacted the advertising firm, who designed the billboards, and sent the actual sizes of the names which showed the firm name is larger than the agent’s name. Respondent states the firm name font size is 34 inches tall and the agent’s name font size is 33 inches tall. Respondent states the billboards ran from August 8, 2022, to September 4, 2022. Respondent states it has contacted the advertising firm and advised them to increase the firm name font size for future billboards to hopefully eliminate any future complaints.

Counsel has reviewed the photos of the billboards submitted by Complainant and the photo of a billboard with writing on it alleging the firm name font is larger than the font used for the agent’s name. Counsel’s opinion is that the firm name font in all the billboards is smaller than the font used for the agent’s name. Counsel’s opinion is that any lay person can plainly see the font sizes used on the billboards

are not even close in size to the name of the agent in much larger font than the name of the firm. Counsel recommends a \$500 civil penalty be assessed against Respondent for violation of **Tenn. Comp. R. & Regs. 1260-02-.12(3)(b)** “**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.**”

**Recommendation: \$500 Civil Penalty.**

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

38. **2022039051**  
**Opened: 9/26/2022**  
**First Licensed: 4/21/2022**  
**Expires: 4/20/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complaint numbers 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039171, 2022039131, and 2022039151 are all related and are included in this report.

Complainant is anonymous. Respondent is an affiliate broker.

Complainant submitted pictures of 6 billboards advertising real estate services and stated the advertisements are all against the rules of TREC. Complainant states that 2 managing brokers are out of compliance with TREC rules.

Respondent states via its principal broker that it contacted the advertising firm, LAMAR, who designed the billboards, and LAMAR sent the actual sizes of the names which showed the firm name is larger than the agent’s name. Respondent states the firm name font size is 34 inches tall and the agent’s name font size is 33 inches tall. Respondent states the billboards ran from August 8, 2022, to September 4, 2022. Respondent states it has contacted LAMAR and advised them to increase the firm name font size for future billboards to hopefully eliminate any future complaints.

Counsel has reviewed the photos of the billboards submitted by Complainant and the photo of a billboard with writing on it alleging the firm name font is larger than the font used for the agent's name. Counsel's opinion is that the firm name font in all the billboards is smaller than the font used for the agent's name. Counsel's opinion is that any lay person can plainly see the font sizes used on the billboards are not even close in size to the name of the agent in much larger font than the name of the firm. Counsel recommends a \$500 civil penalty be assessed against Respondent for violation of **Tenn. Comp. R. & Regs. 1260-02-.12(3)(b)** "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."

**Recommendation: \$500 Civil Penalty.**

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

**39. 2022039081**  
**Opened: 9/26/2022**  
**First Licensed: 5/10/2017**  
**Expires: 5/9/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complaint numbers 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039171, 2022039131, and 2022039151 are all related and are included in this report.

Complainant is anonymous. Respondent is an affiliate broker.

Complainant submitted pictures of 6 billboards advertising real estate services and stated the advertisements are all against the rules of TREC. Complainant states that 2 managing brokers are out of compliance with TREC rules.

Respondent states via its principal broker that it contacted the advertising firm, LAMAR, who designed the billboards, and LAMAR sent the actual sizes of the names which showed the firm name is larger than the agent's name. Respondent states the firm name font size is 34 inches tall and the agent's name font size is 33

inches tall. Respondent states the billboards ran from August 8, 2022, to September 4, 2022. Respondent states it has contacted LAMAR and advised them to increase the firm name font size for future billboards to hopefully eliminate any future complaints.

Counsel has reviewed the photos of the billboards submitted by Complainant and the photo of a billboard with writing on it alleging the firm name font is larger than the font used for the agent's name. Counsel's opinion is that the firm name font in all the billboards is smaller than the font used for the agent's name. Counsel's opinion is that any lay person can plainly see the font sizes used on the billboards are not even close in size to the name of the agent in much larger font than the name of the firm. Counsel recommends a \$500 civil penalty be assessed against Respondent for violation of **Tenn. Comp. R. & Regs. 1260-02-.12(3)(b)** "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."

**Recommendation: \$500 Civil Penalty.**

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

**40. 2022039111**  
**Opened: 9/26/2022**  
**First Licensed: 7/16/2014**  
**Expires: 7/15/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complaint numbers 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039171, 2022039131, and 2022039151 are all related and are included in this report.

Complainant is anonymous. Respondent is an affiliate broker.

Complainant submitted pictures of 6 billboards advertising real estate services and stated the advertisements are all against the rules of TREC. Complainant states that 2 managing brokers are out of compliance with TREC rules.

Respondent states via its principal broker that it contacted the advertising firm, LAMAR, who designed the billboards, and LAMAR sent the actual sizes of the names which showed the firm name is larger than the agent's name. Respondent states the firm name font size is 34 inches tall and the agent's name font size is 33 inches tall. Respondent states the billboards ran from August 8, 2022, to September 4, 2022. Respondent states it has contacted LAMAR and advised them to increase the firm name font size for future billboards to hopefully eliminate any future complaints.

Counsel has reviewed the photos of the billboards submitted by Complainant and the photo of a billboard with writing on it alleging the firm name font is larger than the font used for the agent's name. Counsel's opinion is that the firm name font in all the billboards is smaller than the font used for the agent's name. Counsel's opinion is that any lay person can plainly see the font sizes used on the billboards are not even close in size to the name of the agent in much larger font than the name of the firm. Counsel recommends a \$500 civil penalty be assessed against Respondent for violation of **Tenn. Comp. R. & Regs. 1260-02-.12(3)(b)** "**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.**"

**Recommendation: \$500 Civil Penalty.**

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

41. **2022039131**  
**Opened: 9/26/2022**  
**First Licensed: 10/31/2005**  
**Expires: 7/25/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complaint numbers 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039171, 2022039131, and 2022039151 are all related and are included in this report.

Complainant is anonymous. Respondent is an affiliate broker.

Complainant submitted pictures of 6 billboards advertising real estate services and stated the advertisements are all against the rules of TREC. Complainant states that 2 managing brokers are out of compliance with TREC rules.

Respondent states via its principal broker that it contacted the advertising firm, LAMAR, who designed the billboards, and LAMAR sent the actual sizes of the names which showed the firm name is larger than the agent's name. Respondent states the firm name font size is 34 inches tall and the agent's name font size is 33 inches tall. Respondent states the billboards ran from August 8, 2022, to September 4, 2022. Respondent states it has contacted LAMAR and advised them to increase the firm name font size for future billboards to hopefully eliminate any future complaints.

Counsel has reviewed the photos of the billboards submitted by Complainant and the photo of a billboard with writing on it alleging the firm name font is larger than the font used for the agent's name. Counsel's opinion is that the firm name font in all the billboards is smaller than the font used for the agent's name. Counsel's opinion is that any lay person can plainly see the font sizes used on the billboards are not even close in size to the name of the agent in much larger font than the name of the firm. Counsel recommends a \$500 civil penalty be assessed against Respondent for violation of **Tenn. Comp. R. & Regs. 1260-02-.12(3)(b)** "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."

**Recommendation: \$500 Civil Penalty.**

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

42. **2022039521**  
**Opened: 9/26/2022**  
**First Licensed: 7/24/2019**  
**Expires: 7/23/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a buyer. Respondent is TREC licensee.

Complainant entered a contract to purchase a home in the state of Georgia. Complainant alleges Respondent failed to remit earnest money when the contract was terminated.

Respondent stated it represented Complainant on a transaction the state of Georgia and the Complainant did receive the earnest money.

Counsel notes, after reviewing the purchase contract and statement of Respondent, that the entire transaction took place in the state of Georgia. TREC does not have jurisdiction to render judgment on this complaint.

**Recommendation: Close.**

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

43. **2022033921**  
**Opened: 9/26/2022**  
**First Licensed: 7/5/1983**  
**Expires: 8/16/2016 (Expired)**  
**Type of License: Real Estate Firm**  
**History: 2006 Letter of Warning**

Complainant is a tenant. Respondent is a landlord.

Complainant states it has been requesting landlord to fix the air conditioning as it has been broken since May 2022. Complainant states it has a 1-year-old daughter with lung disease and medication that must be stored at room temperature.

Counsel notes the complaint is being mediated by the Tennessee Division of Consumer Affairs. Counsel's opinion is Respondent did not violate TREC rules.

**Recommendation: Close.**

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



44. **2022034691**  
**Opened: 9/26/2022**  
**First Licensed: 7/15/2020**  
**Expires: 7/14/2024**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a buyer. Respondent is the listing real estate firm.

Complainant states home was purchased with no contingencies or inspections. Respondent says their only request was that all personal items be removed from the property as stated in Addendum 1 to the Purchase and Sale Agreement. Complainant states they texted Respondent on numerous occasions asking that Respondent come by the property and see the things left behind. Complainant states Respondent did not come by the property. Complainant also states that Respondent said they had a trailer and would remove any items left.

Respondent states the house went under contract with Complainant on July 11, 2022, and closed on July 29, 2022. Respondent provided copies of text messages between Complainant and Respondent. Complainant asked Respondent on July 29, 2020, to let Complainant know about items in the crawl space. Respondent replied that Respondent reached out to the seller and seller was not aware there was anything in the crawlspace. Complainant texted Respondent indicating that Respondent said they had a trailer and would remove anything left. Respondent stated they did not remember saying that but instead remembered telling seller they would help remove the playhouse if needed but the playhouse was removed early. Respondent stated they would reach out to the sellers; however, the Complainant declined the offer and did not want the sellers around.

Counsel's opinion is that Respondent has no control over the seller's action but was willing to ask the sellers to remove the remaining personal items. Counsel's opinion is that Respondent did not violate any TREC rule or regulation.

**Recommendation: Close.**

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

45. **2022035041**  
**Opened: 9/26/2022**  
**First Licensed: 3/13/2015**  
**Expires: 3/12/2023**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a buyer. Respondent is a real estate firm. The complaint is related to complaint number 2022035381.

Complainant states he attended an open house where Respondent indicated to Complainant and other prospective buyers that the seller would replace the flooring, paint the walls, and change the upstairs carpet. Complainant states that an offer was submitted through the buyer's agent. Complainant states that his agent called him back and said the seller would only offer a \$5,000 credit. Complainant states Respondent uses empty promises to get people to place bids with no intention of keeping those promises. Complainant states Respondent's actions are unethical and possibly illegal.

Respondent states that buyer attended an open house then submitted a full price "as is" offer from Complainant's agent. Respondent states it thought the Complainant or his agent might be confused, as it is unusual that if a credit is being offered by the seller for the offer to not include a reference to the credit. Respondent states that upon conferring with the seller, the seller agreed to submit a counteroffer with a credit at closing of \$5,000. Respondent states it called the Complainant's agent to explain that the seller was offering a credit because the seller did not want to replace anything cosmetic. Respondent states the buyer's agent said the buyer was no longer interested in purchasing the property.

Counsel's opinion is that the complaint is contractual in nature and thus outside the authority of TREC.

**Recommendation: Close.**

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

46. **2022038811**  
**Opened: 10/3/2022**  
**First Licensed: 9/4/2013**

**Expires: 11/17/2022 (Expired-Grace, Active)**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a buyer. Respondent is the seller's agent.

Complainant states it entered a contract to purchase a home with closing set for August 22, 2022. Complainant states it had a home inspection completed and because of the inspection, had a Repair Addendum Proposal submitted to Respondent. Complainant states Respondent indicated via text message that all the repairs would be made. Complainant states it paid additional money to have a home inspector go re-inspect the home and were notified the repairs were not complete. Complainant states their agent notified Respondent who stated a contractor would be sent to complete the repairs. Complainant states on or about August 17 or 18, 2022, it conducted a final walkthrough of the property and observed a repairman on the roof. Complainant states the Respondent was required to submit the Repair Addendum Proposal signed by the sellers within 3 days to Complainant's agent. Complainant states Respondent did not return the Proposal in 3 days which Complainant concludes is a breach of contract. Complainant states it terminated the contract and requested their earnest money returned. Complainant states the earnest money has not been returned and Respondent is uncooperative.

Respondent states it represented the sellers. Respondent states it forwarded the request to release earnest money to the sellers who refused to sign the release. Respondent states the sellers indicated they would take legal action against Complainant because Complainant breached the contract by terminating the purchase 2 days prior to closing.

Counsel's opinion is that Respondent did not violate any TREC rule or regulation and recommends the complaint be closed.

**Recommendation: Close.**

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

47. **2022039151**  
**Opened: 10/3/2022**  
**First Licensed: 3/22/2017**  
**Expires: 3/21/2023**

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

Complaint numbers 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039171, 2022039131, and 2022039151 are all related and are included in this report.

Complainant is anonymous. Respondent is an affiliate broker.

Complainant submitted pictures of 6 billboards advertising real estate services and stated the advertisements are all against the rules of TREC. Complainant states that 2 managing brokers are out of compliance with TREC rules.

Respondent states via its principal broker that it contacted the advertising firm, LAMAR, who designed the billboards, and LAMAR sent the actual sizes of the names which showed the firm name is larger than the agent's name. Respondent states the firm name font size is 34 inches tall and the agent's name font size is 33 inches tall. Respondent states the billboards ran from August 8, 2022, to September 4, 2022. Respondent states it has contacted LAMAR and advised them to increase the firm name font size for future billboards to hopefully eliminate any future complaints.

Counsel has reviewed the photos of the billboards submitted by Complainant and the photo of a billboard with writing on it alleging the firm name font is larger than the font used for the agent's name. Counsel's opinion is that the firm name font in all the billboards is smaller than the font used for the agent's name. Counsel's opinion is that any lay person can plainly see the font sizes used on the billboards are not even close in size to the name of the agent in much larger font than the name of the firm. Counsel recommends a \$500 civil penalty be assessed against Respondent for violation of **Tenn. Comp. R. & Regs. 1260-02-.12(3)(b)** "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."

**Recommendation: \$500 Civil Penalty.**

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

48. **2022039171**  
**Opened: 10/3/2022**  
**First Licensed: 3/17/2016**  
**Expires: 1/12/2024**  
**Type of License: Real Estate Broker**  
**History: None**

Complaint numbers 2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039171, 2022039131, and 2022039151 are all related and are included in this report.

Complainant is anonymous. Respondent is a principal broker.

Complainant submitted pictures of 2 billboards advertising real estate services and stated the advertisements are all against the rules of TREC. Complainant states that 2 managing brokers are out of compliance with TREC rules.

Respondent states, "I did not realize I was in violation. The phrase/Title on the billboard has my first name in it. I was not trying to advertise my name larger than my company name."

Counsel has reviewed the photos of the 2 billboards submitted by Complainant depicting Respondent. Counsel's opinion is that the firm name font in both billboards is smaller than the font used for the agent's name. Counsel's opinion is that any lay person can plainly see the font sizes used on the billboards are not even close in size to the name of the agent in much larger font than the name of the firm. Counsel recommends a \$500 civil penalty be assessed against Respondent for violation of **Tenn. Comp. R. & Regs. 1260-02-.12(3)(b)** "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."

**Recommendation: \$500 Civil Penalty.**

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

49. **2022039571**  
**Opened: 10/3/2022**

**First Licensed: 2/5/2018**  
**Expires: 2/4/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a buyer. Respondent is the listing agent.

Complainant states Respondent was instructed to deliver the keys upon possession per the Purchase and Sales Agreement. Complainant states Respondent did not deliver the keys upon closing violating Respondents fiduciary duties as an agent. Complainant states that Respondent did not contact Complainant or Complainant's agent of the possibility of a breach of contract at any time before or at the time of closing. Complainant states Respondent did not answer as to where the keys were located until September 10, 2022, by stating the tenants were still in the house and that the tenants would not vacate until September 18, 2022. Complainant states it received the keys to the property on September 15, 2022. Complainant states Respondent lied, misled, and completely violated the contract. Complainant states it provided copies of text messages between Respondent and Complainant's agent show that Respondent admitted to the deception.

Respondent states it had no direct communication with Complainant during the transaction. Respondent states Complainant's agent was aware the house was occupied by a tenant because Respondent told Complainant's agent, regarding a home inspection in August 2022, that the tenant had the only key to the house and the seller would need to make arrangements with the tenant to get the key. Respondent states it had a telephone conversation with Complainant's agent on August 11, 2022 and told Complainant's agent that the tenant would not be out of the house until September 18, 2022. Respondent states that it never received an instruction to deliver keys to the property upon possession and did not have a conversation about delivery of the key until after the closing. Respondent states it did not undertake to perform any contractual responsibility of either the seller or buyer under the agreement.

Counsel reviewed the provided Purchase and Sale Agreement and there is no mention of Respondent delivering the keys to Complainant or Complainant's agent. Counsel also reviewed the provided text message between Respondent and Complainant's agent. Counsel notes the text message allegedly sent by Respondent states, "The current tenants who are in there right now (supposed to have been out this weekend but apparently can't make it out until the 18th) have the only key to the house. I've asked if a copy can be made and dropped to your office". Counsel's

opinion is Respondent did not violate any TREC rule. Counsel's opinion is Respondent does not control the action of a holdover tenant and no evidence exists to support the claim that Respondent would deliver a key. Counsel recommends closing the complaint.

**Recommendation: Close.**

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

50. **2022039781**  
**Opened: 10/3/2022**  
**First Licensed: 1/5/2005**  
**Expires: 8/29/2023**  
**Type of License: Real Estate Broker**  
**History: None**

Complainant is a buyer. Respondent is the listing agent.

Complainant states Respondent and a development company misrepresented the property. Complainant states the house was listed as having central heat and air, having new plumbing, and electrical that passed code. Complainant states a plumbing permit was never pulled and the property did not have a gas bond. Complainant states an amendment had to be completed on the day of closing due to a plumbing issue. Complainant states the seller did not have a certificate of occupancy. Complainant states Respondent and seller did not disclose that the final electrical inspection was not done. Complainant states it was not able to get utilities put into Complainant's name for the first month of occupancy because the house did not pass the electrical inspection. Complainant states Respondent and seller did not respond in a timely manner to get repairs completed.

Respondent states Complainant was given ample time to do home inspections and hired a professional home inspector during the inspection period. Respondent states the original purchase and sale agreement did not stipulate the seller would install a new heating and air system. Respondent states that both parties later agreed that a new heating and air system would be installed but it would be installed after the home passed an appraisal and closer to the closing date. Respondent stated a permit was pulled on July 28, 2022 and was completed and approved by Code Enforcement. Respondent states the seller hired a professional third-party heating and air company

and formally signed an agreement on July 26, 2022, to get it installed. Respondent states the third-party heating and air company was delayed and was unable to install it on time resulting in a delay of the closing. Respondent states, regarding the electrical repairs, a permit was pulled and completed in January 2022.

Counsel's opinion is Respondent did not violate any TREC rule or regulation. Counsel's opinion is Respondent did not mislead, misrepresent, or fail to disclose information to Complainant. Further, Counsel opines that Respondent is not responsible for delays in repairs and information unknown to Respondent. Counsel recommends closing the complaint.

**Recommendation: Close.**

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

**51. 2022039881**  
**Opened: 10/3/2022**  
**First Licensed: 2/17/2021**  
**Expires: 2/16/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a buyer. Respondent is selling agent.

Complainant states it put in an offer on a home that was accepted. Complainant states the home inspection revealed the garage was just a barn and the house was falling off its foundation. Complainant states it terminated the contract. Complainant states Respondent "knew all along the issues and as a realtor I thought this would have been divulged."

Respondent states Complainant called on April 21, 2022, regarding the property and wanted to write up an offer sight unseen. Respondent states it informed Complainant that the house was Respondent's mothers' home and offered another agent to represent Complainant; however, Complainant declined and signed the Confirmation of Agency Status dated April 21, 2022 as unrepresented. Respondent states a Personal Interest Disclosure and Consent was signed by all parties on April 21, 2022. Respondent states it wrote the offer and the seller accepted. Respondent states it suggested another agent walk the Complainant through the Inspection Period. Respondent states an inspection was conducted on April 30, 2022, resulting



in a list of items from Complainant for the seller to address. Respondent states the seller did not wish to do any of the repairs and instead offered a reduction in price by \$10,000 in lieu of repairs. Respondent states Complainant chose to terminate the contract and the Mutual Release of Purchase and Sale Agreement, and Disbursement of Earnest Money was signed by all parties and released back to Complainant on May 3, 2022.

Counsel's opinion is Respondent acted in a professional manner and did not violate any TREC rule. Counsel recommends closing the complaint.

**Recommendation: Close.**

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

**52. 2022040451**  
**Opened: 10/3/2022**  
**First Licensed: 8/17/1981**  
**Expires: 9/4/2024**  
**Type of License: Principal Broker**  
**History: None**

Complainant is a TREC licensee. Respondent is a principal broker.

Complainant states it left a brokerage firm on September 14, 2022, and on September 19, 2022, Respondent sent a mass email out to approximately 37 agents stating that Complainant had left the company. Complainant states Respondent told the agents Complainant's personal information including how much Complainant pays for a personal workspace, where the workspace is located, and how Complainant accesses the workspace. Complainant states Respondent told the agents that Complainant stepped down 2 years ago as managing broker because Complainant couldn't take the pressure. Complainant states Respondent's statements are false, misleading and attack Complainant's competency as a broker and as a realtor. Complainant states Respondent is violation of Article 15.2 of the Code of Ethics.

Respondent states it meant nothing more than letting the agents know that they had lost a very fine agent. Respondent states that it in no way degraded Complainant's reputation or attacked Complainant's competency as a broker. Respondent states it routinely sends out emails to the agents and states it has always admired Complainant.

Counsel notes that TREC does not have the authority to enforce ethics matters. Counsel also notes that Respondent did not violate any TREC rule or regulation in the sending of the email to the agents. Counsel recommends closure of this complaint.

**Recommendation: Close.**

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

**Vice-Chair Diaz adjourned the meeting at 11:05am CST.**