



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

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

**MINUTES**

The Tennessee Real Estate Commission met on June 14, 2023, at 8:30 a.m. CDT at the Davy Crockett Tower at 500 James Robertson Parkway, Nashville, TN 37243. In addition, the meeting was streamed electronically via the Microsoft Teams meeting platform. Executive Director Caitlin Maxwell read the public disclaimer and called the roll. The following Commission members were present: Chair Marcia Franks, Commissioner DJ Farris, Commissioner Joan Smith, Vice-Chair Geoff Diaz, Commissioner Steve Guinn, Commissioner Jon Moffett, Commissioner Joe Begley, and Commissioner Stacie Torbett. Commissioner Kathy Tucker was absent. Quorum Confirmed. Others present Associate General Counsel Anna D. Matlock, Associate General Counsel Kimberly Cooper, Associate General Counsel Aerial Carter, Paralegal Carol McGlynn, Education Director Ross White, and TREC staff member Aaron Smith.

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

The motion to approve June 14, 2023, agenda was made by Vice-Chair Diaz and seconded by Commissioner Smith. The motion passed unanimously.

The minutes for the May 10, 2023, Commission meeting was submitted for approval.

The motion to approve the May 10, 2023, minutes was made by Commissioner Smith and seconded by Commissioner Moffett. The motion passed unanimously. Commissioner Guinn abstained.

### **INFORMAL APPEARANCE**

Scott Chapman appeared before the commission with his Principal Broker, Nathan Weinberg, to receive approval for his Affiliate Broker license.

The motion to approve Scott Chapman was made by Commissioner Torbett and seconded by Vice-Chair Diaz. The motion carried unanimously.

Joshua Brooks appeared before the commission with his Principal Broker, Dwayne Powell, to receive approval for his Affiliate Broker license.

The motion to approve Joshua Brooks was made by Commissioner Guinn and seconded by Commissioner Moffett. The motion passed unanimously. Commissioner Begley abstained.

### **WAIVER REQUEST**

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

The motion to approve Ms. Anderson's request was made by Commissioner Farris and seconded by Commissioner Torbett. The motion carried 7-1 with Commissioner Guinn voting no.

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

The motion to approve Ms. Daniels's request was made by Commissioner Torbett and seconded by Vice-Chair Diaz. The motion carried 7-1 with Commissioner Guinn voting no.

### **EDUCATION REPORT**

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

The motion to approve courses J1-J42 was made by Vice-Chair Diaz and seconded by Commissioner Smith. 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 Begley and seconded by Vice-Chair Diaz. The motion passed unanimously.

### **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Maxwell updated the Commission on the topics below.

- **No July Meeting:** Director Maxwell updated the commission that Commission will not meet in July.
- **August Meeting Location:** The commission will meet at the Library and Archives for the August 9, 2023, meeting.
- **ARELLO Annual Conference:** Director Maxwell, advised the Commission that on interest a memo would be sent to request permission to attend the Montreal ARELLO Annual Conference.

**EXECUTIVE DIRECTOR OPEN POSITION:** Assistant Commissioner Alex Martin advised the Commission that the necessary steps has taken place to officially open the director's position. In addition, he would be working with Human Resources to define the job description. A formal motion was raised to select a member of the commission to serve as liaison in the director selection process.

The motion to make Commissioner Farris the liaison representative for the commission was made by Commissioner Smith and seconded by Commissioner Moffett. The motion passed unanimously.

### **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 1-78 except for the following complaints, which were pulled for further discussion: **2023011911, 2023009621, 2023007241, 2023001411, 2022044671, 2022041601, 2022038951,**

**2022038981, 2022039051, 2022039081, 2022039111, 2022039131, 2022039151, 2022039171, 2023004861, 2023008521.**

The motion was made by Vice-Chair Diaz and seconded by Commissioner Torbett. The motion carried unanimously.

After further discussion by the Commission on complaint 2023011911, Vice-Chair Diaz motioned **to accept the Counsel's recommendation.** Commissioner Smith seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2023009621, 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 2023007241, Commissioner Begley 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 **2023001411,** Vice-Chair Diaz 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 **2022044671,** Commissioner Begley motioned **to The Commission voted to reduce the civil penalty amount to One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-703(7)(A).** Commissioner Farris seconded the motion. The motion was carried unanimously.

After further discussion by the Commission on complaint **2022041601,** Vice-Chair Diaz motioned **to reinstate their original decision.** Commissioner Moffett seconded the motion. The motion carried 4-3 with Commissioners Farris, Torbett, and Begley voting no.

After further discussion by the Commission on the following complaints **2022038951, 2022038981, 2022039051, 2022039081, 2022039111, 2022039131, 2022039151, 2022039171** Commissioner Guinn motioned **to accept the Counsel's recommendation.** Commissioner Begley seconded the motion. The motion carried 4-3 with Commissioners Franks, Diaz, and Farris voting no.

After further discussion by the Commission on complaint **2023004861**, Commissioner Smith motioned **to accept the Counsel's recommendation**, and Commissioner Moffett seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2023008521**, Commissioner Torbett motioned **to accept the Counsel's recommendation**, and Vice-Chair Diaz seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022050661**, Vice-Chair Diaz motioned **to accept the Counsel's recommendation and to administratively open a complaint against the principal broker if not already been done**, and Commissioner Smith seconded the motion. The motion carried unanimously.

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

- 1. 2023008181**  
**Opened: 3/13/2023**  
**First Licensed: 12/19/2011**  
**Expires: 12/18/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges they had an informal business agreement with Respondent where Respondent borrowed money in September 2018 with a promise to pay in three (3) months. Subsequently, Complainant alleges Respondent has failed to pay. Complainant states they used Respondent as a broker in some of their personal transactions to use some of the proceeds to recoup payment. However, Complainant alleges Respondent has still failed to pay them back.

Respondent answered the complaint stating no negligence is alleged on their part and the incident mentioned is over four (4) years ago and mentions no wrongdoing related to a real estate transaction in their capacity as a real estate agent. Respondent further states they were not engaged to represent Complainant after the alleged business agreement in September 2018. As this matter is a disagreement related to an informal business agreement, Respondent requests this matter be dismissed. Complainant submitted a rebuttal stating this likely past the statute of limitations but important for others to know of Respondent's behavior as they borrowed money from Complainant and failed to pay Complainant back. Complainant states they do

not believe Respondent's actions are illegal, but unethical. Counsel reviewed the matter and found there are no issues related to a real estate transaction complained of. Any grievances related to professionalism and ethics are reserved for the local association level and outside of the Commission's jurisdiction. Additionally, this agreement is dated September 14, 2018, which falls outside of the two (2) year statute of limitations outlined in Tenn. Code Ann. § 62-13-313(e)(1). For these reasons, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

2. **2023004851**  
**Opened: 3/13/2023**  
**Unlicensed**  
**History: None**

This matter was referred from the Office of Attorney General's Division of Consumer Affairs.

Complainant is an out of state resident. Respondent is an unlicensed entity. Complainant alleges they spoke with Respondent on or about January 3, 2023, related to a real estate investment transaction where Respondent provided, they would receive funds in thirty (30) days. Complainant alleges they wired Respondent Ten Thousand Dollars (\$10,000.00) and Respondent was to send them Twenty Thousand Dollars (\$20,000.00). Complainant is unable to contact Respondent and would like their money back.

Respondent did not submit a response. As Respondent is unlicensed, they are not required to submit a response. Based on research by Counsel, it does not appear the activities complained of fall under the jurisdiction of the Commission. It does not appear that Respondent is practicing unlicensed activity. Further, the matter between Complainant and Respondent is a contractual dispute which falls outside of the jurisdiction of the Commission is better suited for a court of competent jurisdiction. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

- 3. 2023010761**  
**Opened: 3/20/2023**  
**First Licensed: 9/14/2006**  
**Expires: 9/13/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges Respondent stopped the sale of a house and acted discriminately toward them. Specifically, Complainant alleges the listing agent was late in returning phone calls and texts related to seeing the property. Complainant further alleges that Respondent may have been under the influence of alcohol because Respondent waited more than twenty-four (24) hours to return correspondence or schedule a showing. Complainant alleges that they made an offer on the home on February 19 and heard back from Respondent with a counteroffer on February 20 which Complainant accepted. Complainant alleges they sent an HVAC contractor and inspectors on February 21, which was scheduled a week in advance and that Respondent had notice. Complainant claims that the inspectors could not access the house and could not reach Respondent for an answer, eventually having to reschedule with the seller directly. Complainant alleges that the new inspection date fell outside of the purchase contract, and they had to withdraw from the purchase because Respondent refused to set a workable inspection date.

Respondent answered by claiming they were at a scheduled event and did not receive notice of Complainant's interest in the property until late in the evening on February 18. Respondent deemed it inappropriate to call back that late and returned correspondence the following day. Respondent denies the claim of being impaired by alcohol, claiming they do not consume alcohol. Respondent states that they did not act discriminately in stopping the sale of a house as Complainant withdrew their offer. Respondent further provides that the inspectors could not access the home per the sellers' request that no lockbox be provided or showings during the time they are asleep. Respondent states that the sellers' work nightshifts and that this is evidenced on the MLS. Respondent provides that the sellers' agreed with Complainant on a new inspection date, and that Respondent had no part in that discussion. Respondent then states that sellers became unavailable to show the house on the scheduled inspection date due to potential illness, making the next available inspection date March 3, ten (10) days before closing. Respondent claims that Complainant agreed

to this date and that there was no refusal to negotiate a second showing, however that Complainant ultimately withdrew on February 24, seventeen (17) days before the closing date. Any grievances related to professionalism and ethics are reserved for the local association level and outside of the Commission's jurisdiction. Based on the information provided, Counsel finds no violation of the rules or statutes and recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

4. **2023011741**  
**Opened: 3/27/2023**  
**First Licensed: 7/16/2021**  
**Expires: 7/15/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant makes several grievances against Respondent related to a real estate transaction occurring on or about January 13, 2023. Complainant alleges Respondent overvalued their property in attempt to garner business, mishandled showing times, failed to market an open house appropriately with signage and dressed unprofessionally, and refused to host a second open house. Complainant further alleges Respondent failed to counsel them well on a received offer and counteroffer, Respondent did not complete tasks appropriately during the inspection period and aided in a delayed closing date due to roof repairs. Complainant provides no evidence to support their allegations.

Respondent answered the complaint refuting each allegation point by point, beginning with the listing price stating that this was agreed upon after reviewing like homes in the area. Respondent states upon their engagement it was requested that a two (2) hour notice be provided, but if someone requested outside that time frame, inform Complainant. Respondent states Complainant often confirmed each showing immediately via text message, but the option to decline was always available. Respondent states that they marketed the open house on the MLS and with signage at multiple locations per the seller's request. Respondent claims that they were professionally dressed for the open house. Respondent further provides that they had previous arrangements scheduled and could not host the second open house on the



weekend the Complainant requested. Respondent claims that they advised Complainant on the February 7 offer and provided information on what needs to happen for a successful closing date of February 28. Further, Respondent provides that they guided Complainant on appropriate concessions to make in negotiations, including the roof repair. Respondent states the roof repair was agreed upon by all parties in a repairs and replacement amendment. Respondent claims that they were prepared and remained in efficient communication with Complainant. Based on the information provided, Counsel finds no violation of the rules or statutes and recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

- 5. 2023012161**  
**Opened: 3/27/2023**  
**First Licensed: 5/10/2021**  
**Expires: 5/9/2025**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges Respondent was hired through the court to sell their property during a domestic court action. Complainant alleges Respondent informed them they were not permitted on the property and about various issues related to the property that required repairing. However, Complainant alleges Respondent overstepped their duties as a real estate agent and intervening in Complainant's marriage. Complainant further alleges they realized Respondent was a former classmate of theirs and later shared information related to real estate transaction to a mutual third party. Following this, Complainant alleges Respondent's broker removed Respondent from the transaction due to their behavior.

Respondent answered the complaint stating they were referred by Complainant's attorney to assist "a couple going through a divorce to sell their home." Later, Respondent received a copy of motion identifying them as a court-appointed real estate agent. Respondent denies telling Complainant they were not permitted on the property, but states they asked if a showing could continue without Complainant's presence. Respondent states Complainant called after the showing and discussed the listing appointment afterwards, where Respondent mentioned the necessary repairs.

Lastly, Respondent states they did not go to school with Complainant, but the two (2) went to the same high school. Respondent states they did not do anything to go against their fiduciary responsibilities to either party. Complainant submitted a rebuttal refuting Respondent's statement alleging it is false and misleading. Counsel confirmed with Respondent's principal broker they were not removed from the related transaction. It is clear Respondent was involved in the middle of the domestic dispute between two parties in the middle of a divorce. However, Counsel finds Respondent's actions were within their duties as a licensee and no violations of the rules or statutes. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

6. **2023011911**  
**Opened: 3/27/2023**  
**First Licensed: 10/9/2020**  
**Expires: 10/8/2024**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is anonymous. Respondent is a real estate firm. Complainant alleges Respondent is advertising a continuing education course with their brokerage logo.

Respondent answered the complaint through their principal broker ("RPB"). RPB answered the complaint stating they do acknowledge this is true and apologizes for any inconvenience or confusion this may have caused. RPB states they initially studied the advertising guidelines in Tenn. Comp. R. & Regs. 1260-01-.12 and found nothing related to firms. RPB provides a need for more in-person continuing education classes in their local area and this was part of this endeavor. In addition, Respondent states they sent the advertisement to the instructor for approval, and it was approved for use, but recognizes this is still their responsibility. RPB states once they verified the complaint, all advertising and scheduled social media posts were cancelled. Further, RPB attempted to remove all prior posts and attempted to contact their agents to do the same. Lastly, RPB submitted a letter from past attendees attesting that the class remained on the speaker and did not focus on the firm in any part, other than an initial introduction. Tenn. Comp. R. & Regs. 1260-05-.06(1)(b) states no course in real estate which is designed to satisfy educational requirements established in T.C.A. § 62-13-303 may be advertised in conjunction with any

advertisement for business of a broker or brokerage firm. Respondent's continuing education course included their firm logo which is a violation of Tenn. Comp. R. & Regs. 1260-05-.06(1)(b). Therefore, Counsel recommends Respondent be assessed a Five Hundred Dollar (\$500.00) civil penalty.

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

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

7. **2023007381**  
**Opened: 4/3/2023**  
**First Licensed: 9/11/2013**  
**Expires: 1/18/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges they hired Respondent to sell their house and were told closing costs would be Three Thousand Dollars (\$4,000.00) or Four Thousand Dollars (\$4,000.00) and were Seven Thousand Five Hundred Dollars (\$7,500.00), which included the buyer's costs. Additionally, Complainant alleges they experienced several issues with purchasing a new property, and allege they were pushed to place an offer on the new property and Respondent also pressured their finance company to rush their closing date. Complainant alleges no one arrived on closing of the new property they purchased, but alleges Respondent requested the buyer's agent send Respondent's commission check. Lastly, Complainant alleges that Respondent informed Complainant they would have three (3) days to move, but this was false as Complainant only had one (1) day.

Respondent's principal broker answered the complaint and provided the Purchase and Sale Agreement ("PSA"). First, the PSA provides that Complainant is not a party to a transaction. The PSA states "Seller to pay \$7500 in buyers closing cost and prepaids" which refutes the Complainant's assertion that this information was not known. Further, there is no evidence or information to suggest or support Respondent was the listing or buyer's agent at the second transaction, making their presence at the closing not required. Based on the information provided, Counsel finds no specific violations of the rules or statutes by Respondent. Further, as Complainant is not a party to the transaction, the PSA does not support the

allegations related to the selling costs, and there is no evidence to support any of the additional evidence, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

8. **2023009621**

**Opened: 4/10/2023**

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

**Expires: 8/24/2024**

**Type of License: Principal Broker**

**History: 2020081591 Close and Flag, 2020082771 Close and Flag, 2020082991 Close and Flag, 2021004741 Close and Flag**

Complainant is a real estate broker. Respondent is a principal broker. Complainant alleges they were released from their firm on or around August 15, 2020, with about six (6) pending deals, with the firm refusing to pay on two (2) closings. Complainant states they have filed a complaint with their local MLS along with the association and the grievance remains open. Further, Complainant states they have filed a complaint with the Commission and other organizations that state they do not get involved with commission disputes and a lawsuit is the only way to collect Complainant's earned commissions. Therefore, Complainant filed a small claims action against their broker and the firm for payment of their commissions amount to over Seventeen Thousand Dollars (\$17,000.00). Complainant alleges in retaliation Respondent filed a complaint against Complainant that was dismissed with no action. During the small claims action, Respondent filed an action against Complainant and all matters were consolidated. Complainant alleges during this time Respondent affirmed the commissions were held in the firm's escrow account. At the end of the trial, Complainant states the judge ruled in their favor for Fifteen Thousand Three Hundred Seventy-Three Dollars and Sixty Cents (\$15,373.60) plus 4% interest.

Complainant states that they are filing this complaint with the purpose of giving notice to the Commission to consider Complainant under the circumstances and in review of the proof as recipient for the real estate education and recovery account in the maximum amount of Fifteen Thousand Dollars (\$15,000.00). Respondent did not submit a response. Therefore, Counsel recommends Respondent be assessed a

civil penalty in the amount of One Thousand Dollars (\$1,000.00) for violation of Tenn. Code Ann. § 62-13-313(a)(2).

The statutes for the real estate education in recovery account are found in Tenn. Code Ann. § 62-13-208. Tenn. Code Ann. § 62-13-208(d) provides the following:

(d) Any person may by order of any court having competent jurisdiction, recover from the account actual or compensatory damages, not including interest and costs, resulting from any violation of this chapter or of any rule promulgated under this chapter committed by a broker, affiliate broker or time-share salesperson; provided, that:

- (1) The liability of the account shall not exceed fifteen thousand dollars (\$15,000) per transaction, regardless of the number of persons aggrieved or parcels of real estate involved in the transaction;
- (2) The liability of the account for the acts of a broker, affiliate broker or time-share salesperson, when acting as a broker, affiliate broker or timeshare salesperson, shall be terminated upon the issuance of court orders authorizing payments from the account for judgments, or any unsatisfied portion of judgments, in an aggregate amount of thirty thousand dollars (\$30,000) on behalf of the broker, affiliate broker or time-share salesperson;
- (3) A broker, affiliate broker or time-share salesperson acting as an agent in a real estate transaction shall have no claim against the account; and
- (4) A bonding company not acting as a principal in a real estate transaction shall have no claim against the account.

Additionally, Tenn. Code Ann. § 62-13-208(e) states the following:

(e) When any aggrieved person commences action for a judgment that may result in collection from the account, the person shall promptly notify the commission to this effect in writing, within thirty (30) days of commencement of the action. The commission may, subject to the approval of the attorney general and reporter, take any action it may deem appropriate to protect the integrity of the account.

Therefore, Counsel recommends the Commission discuss whether this matter is to be considered for disbursement of payment for the real estate education and recovery account.

**Recommendation: Discuss.**

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

9. **2023005881**  
**Opened: 3/6/2023**  
**First Licensed: 3/18/2013**  
**Expires: 1/29/2024**  
**Type of License: Principal Broker**  
**History: None**

This is an administratively opened complaint. Respondent is a principal broker. This matter was to be opened related to a failure to supervise advertising complaint for an affiliate broker. However, this complaint was erroneously opened against the incorrect principal broker. Respondent was not the principal broker at the time the affiliate broker committed the offense. Therefore, Counsel recommends this matter be dismissed against Respondent and a new administrative complaint be opened against the correct principal broker.

**Recommendation: Dismiss and administratively open a complaint against the correct principal broker.**

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

10. **2023007021**  
**Opened: 3/6/2023**  
**First Licensed: 7/14/2020**  
**Expires: 7/13/2024**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is anonymous. Respondent is a real estate Firm. Complainant alleges Respondent advertised on social media a continuing education ("CE") course hosted at Respondent's real estate firm. Complainant attached photos of the social media

advertisement. Complainant believes this to be a violation of a Tennessee statute that CE events cannot take place in the office of a real estate firm.

Respondent answered the complaint providing that they own an event venue as well as a real estate brokerage both sharing the same street address. However, the event venue and brokerage are in different suites. Respondent attached photos of the event venue and office. Respondent further states that if they host any future CE events, they will be sure to attach the event venue's logo to prevent confusion. Tenn. Comp. R. & Regs. 1260-05-.06(1)(b) provides that no course in real estate designed to satisfy educational requirements in Tenn. Code Ann. § 62-13-303 may be advertised in conjunction with any advertisement for the business of a brokerage firm. Here, the social media advertisement for the CE event also advertises the brokerage firm. Further, the advertisement does not include the suite that the event would be held in, just the street address. Based on the information provided, Counsel finds a violation of Tenn. Comp. R. & Regs. 1260-05-.06. As this is a first-time violation, Counsel recommends Respondent be assessed a Five Hundred Dollar (\$500.00) civil penalty.

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

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

11. **2023003141**  
**Opened: 3/6/2023**  
**Unlicensed**  
**History: None**

Complainant is anonymous. Respondent is an unlicensed individual. Complainant alleges Respondent is a wholesaler homebuyer that is paying commissions to interns acting as unlicensed real estate agents. Complainant provides a social media post that states Respondent will purchase forty (40) homes this year and are looking to add interns to their team that will be paid up front with a compensation package. This includes flipping homes, owning rental properties, and business ownership.

Respondent did not submit a response. Upon research of Respondent, it appears that Respondent purchases homes for sale "Do you have a house you'd like to sell? [Respondent] is the leading cash home buyer specializing in a wide range of selling situations. We buy property in 'as-is' condition and help homeowners sell fast without any hassle." Respondent's website has no listings of homes or properties, only an opportunity for individuals to sell their property to Respondent. There is no

evidence to support Respondent is wholesaling. Further, if Respondent is paying “interns” then, based on the business model provided by Respondent, Respondent is the owner of the property, it is possible that the interns may be listed as the owners. However, Counsel has found no additional information or evidence to following the social media posting. Respondent is the only individual listed on their website. Due to insufficient information to support Complainant’s assertion versus Counsel’s findings, and that they are anonymous, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

12. **2023007241**  
**Opened: 2/27/2023**  
**First Licensed: 8/5/2020**  
**Expires: 8/4/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges that they bought a home under a misrepresentation that their property was not in a homeowner’s association (“HOA”), when in fact it was in a HOA. Complainant alleges that all disclosures about the property indicated that the home was not in a HOA. Further, Complainant alleges that the escrow agent advised that the Respondent provided information regarding the existence of the HOA before closing. The Complainant also provides that the only item referencing the HOA was in the title policy, Complainant alleges that they received this document at the closing table and had no reason to believe the property was subject to additional restrictions.

Respondent answered the complaint stating that per the MLS they disclosed that there were deed restrictions. However, Respondent notes that the MLS listing shows that there was no HOA based on the seller’s Property Condition Disclosure form. Respondent alleges that the statement by Complainant indicating that they received the title policy referencing the book and page number of the recorded covenants at the closing table put them on notice of the restrictions (HOA). Further, Respondent attached a photo alleging seller and buyer discussed HOAs and restrictions before closing.



In a rebuttal response, Complainant alleges that the listing did not provide the CCRs that Respondent attached to her response, further that the contract states “no” to HOAs and restrictions. Also, Complainant alleges that they never formally met with the seller until the day after closing. Complainant states that this is when the seller informed them of a potential HOA. The rebuttal also reveals that they were represented by their own real estate agent. Based on the information provided, it does not appear that the agent made a misrepresentation, the existence of the HOA does not fit within the definition of a known adverse fact required for disclosure under Tenn. Code Ann. §§ 62-13-405(a); 66-5-206. However, Tenn. Code Ann. § 62-13-403(1) provides that real estate agents shall owe all parties to a transaction diligent exercise of reasonable skill and care in providing services. Here, the Respondent knew about the restrictions and did not expressly disclose this information to the buyer prior to closing. Therefore, Counsel recommends Respondent be issued a Letter of Warning detailing Tenn. Code Ann. § 62-13-403(1).

**Recommendation: Letter of Warning.**

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

13. **2023007421**

**Opened: 2/27/2023**

**First Licensed: 6/3/2009**

**Expires: 6/2/2025**

**Type of License: Real Estate Broker**

**History: 2016 Final Order; 2017 Consent Order**

Complainant is a Tennessee resident. Respondent is a real estate broker. Complainant alleges that their attorney recommend they file a complaint against Respondent due to the threatening nature of Respondent’s emails, which were attached to the complaint. Complainant alleges that due to fluctuating circumstances in their employment, they could no longer commit to purchasing the property at issue and that they did not receive approval from the mortgage company. Complainant further alleges that because they backed out due to these circumstances, Complainant was informed that Respondent’s clients had to sell their home at a loss.

Respondent answered by stating that the Complainant defaulted on a binding agreement and that Respondent was not informed that Complainant had lost their

job until February 8, five (5) days before the anticipated closing date. Respondent alleges that they informed Complainant's agent, broker, and lender letting them know that if Complainant could not provide supporting documentation that Complainant had lost their job, the sellers would close with other investors at a loss and pursue legal action against Complainant according to the Purchase and Sell Agreement. Respondent then found out on the original day of closing that Complainant never officially lost their job and that they were approved for the loan. However, the house closed on February 16, 2023. Here, any issue between Complainant and/or Respondent appears to be contractual in nature. The Commission does not have jurisdiction in matters related to breach of contract. Based on the information provided, Counsel finds no violation of the rules or statutes by Respondent and recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**TIMESHARES:**

14. **2023006201**  
**Opened: 3/20/2023**  
**First Licensed: 9/1/2011**  
**Expires: 8/31/2015**  
**Type of License: Time Share Registration**  
**History: None**

This is administratively opened complaint. This matter was previously presented at a past meeting; however, the wrong Respondent was listed. Now, the correct Respondent is listed in the summary below.

Complainants are Tennessee residents. Respondent is a timeshare company. Complainants state they stayed and purchased their first timeshare in October of 2017. Complainants state they have not been able to pay the biannual fees, only affording to pay with bonus points, cannot pay down their associated credit card, and have found little value of the purchase and have attempted to get out of the timeshare since October 2018 as it is a financial burden. Complainants state Respondent informed them there was an associated commission to re-sell their timeshare and Complainants would have to cover the difference in the loan and the commission out

of pocket. Complainants detail how they did upgrade and vacation in 2020 and in January 2022 their resale value has not improved since 2018. Complainants state they have received no assistance from Respondent in leaving their timeshare and believe Respondent has been a dishonest organization that preys on at-risk individuals. Complainants are requesting release from their timeshare.

Respondent answered the complaint stating it is not their process to inform owners they are unable to switch their deeds and states Complainants could have selected a new location to purchase or decline the upgrade, as their ownership allows their points to be used at different locations. Respondent states Complainants were aware of this fact as evidenced by an attached correspondence at a previous visit and apologize for their dissatisfaction at this location. However, Respondent further states at the time of purchase it was explained to Complainants that unsold inventory may be used for any purpose and that when points are exchanged for benefits Respondent must pay for the benefits and may use the relinquished accommodations. Respondent included a signed copy of this acknowledgement under “Unsold Inventory” and “Inventory Utilization.” Respondent further provides their Portfolio Services Department contacted Complainants to address concerns related to loss mitigation for financial assistance. However, foreclosure has since occurred on Complainants’ deed and their account was canceled. Complainants signed their Purchase and Sale Agreement in 2017 and failed to request cancellation of their contract outside of the contract rescission period listed in Tenn. Code Ann. § 66-32-114. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

### **CASES TO BE REPRESENTED**

15. **2023001411**  
**Opened: 3/6/2023**  
**First Licensed: 7/15/2021**  
**Expires: 7/14/2023**  
**Type of License: Principal Broker**  
**History: None**

Complainant is anonymous. Respondent is a principal broker. Complainant alleges they began receiving phone calls from callers looking for a similarly named firm. Complainant alleges Respondent is the principal broker of a firm registered with the Commission “Abbreviation-Firm Name Group, LLC d/b/a Abbreviation-Firm Name Group” but all their social media, website, yard signs all use the name “Unabbreviated Firm Name” which is like Complainant’s firm name “Unabbreviated Firm Name Realty, LLC d/b/a Unabbreviated Firm Name Realty.” Complainant alleges this includes social media group names, email addresses, and logos. Complainant included a yard sign with a picture, agent name, and email address.

Respondent was sent an Agreed Citation for violations of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) and (3)(c) with a One Thousand Dollar (\$1,000.00) civil penalty. Respondent did not provide a response. Respondent’s firm is not advertising under the name licensed with the Commission. Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for failure to respond in violation of Tenn. Code Ann. § 62-13-313(a)(2) and additional Five Hundred Dollars (\$500.00) for violations of Tenn. Comp. R. & Regs. 1260-02-.12(2)(a) and (2)(b), as cited in the Agreed Citation, and One Thousand Dollars (\$1,000.00) for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b). Additionally, Counsel recommends including language in Respondent’s consent order instructing Respondent to advertise under the correct firm name as licensed with the Commission.

**Recommendation: Three Thousand Dollar (\$3,000.00) civil penalty.**

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

**New Information:** Following issuing the civil penalty to Respondent, Counsel discovered that Respondent did submit a response to the Complaint, as two (2) different Agreed Citations were sent to Respondent and their firm. Further, Counsel recommended a Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(2)(a) and Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(2)(b). However, the text of the rule provides, “*or*” which means that Respondent cannot be in violation of both provisions of the rule. Therefore, Counsel recommends this assessment be amended to violation of Tenn. Comp. R. & Regs. 1260-02-.12(2) for Five Hundred Dollars (\$500.00). This amends the civil penalty amount to One Thousand Five Hundred Dollars (\$1,500.00): One Thousand Dollars (\$1,000.00) for violation of

Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) and Five Hundred Dollars (\$500.00) for violation of Tenn. Comp. R. & Regs. 1260-02-.12(2).

**New Recommendation: One Thousand Five Hundred Dollar (\$1,500.00) civil penalty.**

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

16. **2022044671**  
**Opened: 11/21/2022**  
**First Licensed: 6/13/2014**  
**Expires: 6/12/2024**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint is related to REC-2022044761 presented on February 7, 2023. Counsel has provided the summary and recommendation below:

*Complainant is an out of state resident. Respondent is an affiliate broker. Complainant alleges a couple arrived at their resident stating they liked their property and inquired whether Complainant was interested in selling. The next day, Complainant alleges the couple brought their agent, Respondent, that ensured the couple was well qualified, had a loan in place, and put down earnest money. Complainant states two (2) months later the loan fell through due to financial issues and the couple were having issues qualifying for new financing. Complainant alleges the owner of Respondent's firm ("Owner") offered for the firm to purchase the property at a lower price. Complainant states the property closed and then a month after closing Respondent's firm listed the property for Two Hundred Fifty Thousand Dollars (\$250,000.00) more.*

*Respondent answered the complaint stating they were approached by their client looking for lake homes in Tennessee. Respondent states they door knocked on Complainant's property and met with Complainant to discuss a possible transaction and documents were later drafted. Later, Respondent states the final loan did not get approved and Respondent notified Complainant their client was unable to close the transaction. Respondent then referred Complainant to the Owner and later set up a meeting with Complainant regarding purchase of their property. Respondent states during this meeting the Owner offered to purchase Complainant's property. At the*

*conclusion of the meeting, Respondent asked the Owner if they would receive their commission if Complainant purchased their property and the Owner stated “no” and fired Respondent. Respondent states they believe the Owner intimidated, threatened, manipulated, pushed, and scared Complainant into selling their property for the Owner’s own personal gain. Based on the information provided, Counsel finds no violations of the rules and statutes as it relates to Respondent. A separate complaint is currently pending against the Owner and will be presented to the Commission. However, as this complaint relates to Respondent, Counsel recommends this matter be dismissed.*

***Recommendation: Dismiss.***

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

Counsel incorporates the facts from above. Respondent answered the complaint through their attorney (“RA”). RA states Respondent is the owner and CEO of Respondent’s firm, and Respondent did not get involved until the Respondent in REC-2022044761 (“Affiliate”) could not close with their buyer due to financing. RA states Respondent offered to (1) quickly sell the property for Complainant, listing at a 2% commission or (2) purchase the property and pay Twenty-Five Thousand Dollars (\$25,000.00) in non-refundable earnest money. RA provides Respondent explained to Complainant that if Respondent purchased the property themselves, the price would be reduced to account for the investment Respondent would need to make to resell the property. RA alleges Complainant understood. RA states Complainant signed a Purchase and Sale Agreement for Eight Hundred Fifty Thousand Dollars (\$850,000.00) with Twenty-Five Thousand Dollars (\$25,000.00) in non-refundable earnest money and a temporary thirty (30) day occupancy agreement. RA states Respondent found a new buyer for the property much sooner than expected and sold for a comfortable profit. In conclusion, RA states Respondent did not breach any fiduciary duty as Complainant was unrepresented during the transaction, and therefore Respondent did not owe Complainant a fiduciary duty. Additionally, RA states Respondent acted with honesty and good faith in disclosing in writing Respondent’s interest in the property sale.

Complainant provided a rebuttal stating they were told several times by Respondent’s firm that the firm represented the seller and buyer in the property sale. Complainant denies they were ever provided the option of Respondent listing the property at a reduced 2% commission, and only offered the option for Respondent to purchase the property. Complainant questions when Respondent acquired the offer after their property was purchased, after the sale occurred only a few days later. Additionally, Complainant states since filing the complaint they spoke with Affiliate

who informed Complainant they wished to re-list the property and were refused. Complainant believes they were coerced and manipulated by Respondent due to their advanced age and family situation, and wholly believed Respondent's firm represented them throughout the transaction.

Though Complainant is unrepresented per the Purchase and Sale Agreement, Tenn. Code Ann. § 62-13-403 provides duties that are owed to all parties in a transaction, where a licensee renders real estate services. Here, Counsel finds Respondent failed to diligently exercise reasonable skill and care in providing services to all parties to the transaction. Further, Tenn. Code Ann. § 62-13-403(7)(A) states a licensee who provides real estate services in a real estate services shall owe all parties in a transaction the following duties, including not engage in self-dealing nor act on behalf of licensee's immediate family or on behalf of another individual, organization or business entity in which the licensee has a personal interest without prior disclosure of the interest and the timely written consent of all parties to the transaction. Respondent has provided no proof that the written disclosure of personal interest was provided in this matter, as stated in the response by RA. Therefore, Counsel finds Respondent in violation of Tenn. Code Ann. § 62-13-403(7)(A) for failing to obtain written consent from all parties in this transaction. Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty per violation, for Tenn. Code Ann. §§ 62-13-403(1) and (7)(A).

**Recommendation: Two Thousand Dollar (\$2,000.00) civil penalty.**

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

**New Information:** Following dissemination of the consent order, Respondent's counsel contacted Counsel for the Commission and provided the following information for consideration to the Commission:

Owner takes this opportunity to provide the Commission with additional context to the complaint filed against them in this matter. Owner respectfully requests that the Commission re- assess its initial findings against Owner after reviewing this new information.

1. Owner submits that they explained to Complainant and their family members that Owner and Owner's firm did *not* represent Complainant in the transaction. Owner explained this to Complainant and their spouse when they met in-person to discuss their options after the financing fell through on the first deal. Owner also explained the risks associated with Complainant being unrepresented in the transaction, and advised

Complainant that it was in their best interest to obtain their own realtor. Owner's practice is to avoid representing both sides of any transaction. To further demonstrate these points, Owner provides the 'confirmation of agency status' form, signed by Complainant's adult child, who signed all transaction paperwork on Complainant's behalf. (Exhibit 1) (with highlights).<sup>1</sup> Owner respectfully requests that the Commission re-assess its initial finding as to Tenn. Code Ann. § 62-13-403(1) with this new information.

<sup>1</sup> Owner inadvertently omitted this form from their *first* response.

2. Owner understands and appreciates Tenn. Code Ann. § 62-13-403(7)(A), which requires that a licensee give prior disclosure and obtain written consent of all parties where they have a personal interest in a transaction. As to the 'written consent' component, Owner submits that they use the 'personal interest disclosure and consent' form provided by the Tennessee Realtors® when these circumstances infrequently arise from time-to-time. Based on a review of their file, Owner fully owns-up to the fact that they apparently did not use this form here. Owner regrets this happening. However, despite Owner's apparent oversight in this regard, Owner respectfully requests that the Commission re-assess the \$1000 civil penalty that it initially assessed against Owner regarding its finding here. It is undisputed that all parties knew that Owner had a personal interest in this transaction. First, it is undisputed that Complainant admits having this knowledge many times throughout his own complaint. Second, the purchase and sale agreement shows that a business, with essentially the same name as Owner's firm, was the new purchaser of the property. (Exhibit 2 – previously provided) (with highlights). And, third, it is undisputed that Complainant's spouse also knew that Owner was the purchaser of the property. To demonstrate this third point, Owner provides new text messages with Complainant's spouse, wherein they tell Owner: "***Can't wait to get out of here so you can have your house.***" (Exhibit 3) (with highlights). Owner respectfully requests that the Commission re-assess its initial finding as to Tenn. Code Ann. § 62-13-403(7)(A) with this new information.

**New Recommendation: Discuss.**

**New Commission Decision: The Commission voted to reduce the civil penalty amount to One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-703(7)(A).**



17. **2022041601**  
**Opened: 11/14/2022**  
**First Licensed: 12/19/2011**  
**Expires: 12/18/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a TREC licensee. Respondent is a TREC licensee. Complainant alleges Respondent is advertising via a Facebook business page that does not comport with advertising rules. Respondent states it was already informed by its broker and had deleted the Facebook page.

Counsel notes Respondent's Facebook post as submitted by Complainant appears to be in violation of Tenn. Comp. R. & Regs. 1260-02-.12(6)(b) which states "With regards to social media advertising by licensees, the firm name and firm telephone number listed on file with the Commission must be no more than one click away from the viewable page." Counsel recommends a civil penalty of \$1,000.

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

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

**New Information:** After Counsel disseminated the consent order, Respondent submitted additional information for the Commission to consider. Specifically, Respondent states the Facebook page they interacted with was a private Facebook page for their firm's agents, not their personal Facebook page. Respondent states their personal Facebook page is separate and all their necessary contact information is listed. Additionally, Respondent provides once they were informed by their principal broker, they were noncompliant this Facebook page was deleted as it was not used. This matter was originally presented by former Counsel for the Commission. Based on the information provided, present Counsel provides Respondent's civil penalty can be reduced to Five Hundred Dollars (\$500.00) as this is a first-time advertising violation. However, Counsel recommends this matter be discussed by the Commission.

**New Recommendation: Discuss.**

**New Commission Decision: The Commission voted to reinstate their original decision.**

**\*NOTE: #18 – 25 ARE ALL RELATED\***

18. **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.**

**New Information:** Following dissemination of the consent order, Respondent's counsel contacted Counsel for the Commission and provided the following information for consideration to the Commission:

Before boards were ever live, our Director of Operations (Redacted name) specifically mentioned to Lamar (our 3rd party billboard company) that agent names needed to be smaller than the logo. After the first proof, agent names were still larger and she asked them again to reduce the size. The 3rd party went ahead and posted incorrectly. When we noticed, we notified Lamar immediately. During this time, another agency took a photo and sent in the complaint. We are sure it was because we are a new firm in Greeneville and their agents joined our firm. We had Lamar stop the ad before the complaint was ever received so they could be revised and corrections were made immediately. Once complaints were received by the individual agents, (Redacted name) went to Lamar to confirm again that we were currently in compliance with the new boards. All of these agents in this complaint have been issued a fine individually and we are asking for some leniency due to all the work we did to stop this and correct this before and after the posting of the billboard. Thank you for your time and consideration.

This matter was originally presented by former Counsel for the Commission. Based on the information provided, and discussions with the principal broker, it is clear the firm took extensive steps to ensure the information in this billboard was correct. Further, it is clearer that once the mistake was realized that the principal broker attempted to immediately remedy the situation. Tenn. Comp. R. & Regs. 1260-02-.12(3) does state that all advertising is at the direct supervision of the principal broker. The affiliate brokers in the advertisement did not have any control over the information. Therefore, Counsel recommends the affiliate brokers be issued a Letter of Warning in lieu of a civil penalty. Counsel recommends the principal broker for the firm be issued a Five Hundred Dollar (\$500.00) civil penalty, as this is a first-time advertising violation.

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

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

19. **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.**

**New Information: Please see information in “New Information” listed in complaint #18, REC-2022038951.**

**New Recommendation: Letter of Warning.**

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

20. **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.**

**New Information: Please see information in "New Information" listed in complaint #18, REC-2022038951.**

**New Recommendation: Letter of Warning.**

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

21. **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.**

**New Information: Please see information in "New Information" listed in complaint #18, REC-2022038951.**

**New Recommendation: Letter of Warning.**

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

22. **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.**

**New Information: Please see information in “New Information” listed in complaint #18, REC-2022038951.**

**New Recommendation: Letter of Warning.**

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

23. **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.**

**New Information: Please see information in "New Information" listed in complaint #18, REC-2022038951.**

**New Recommendation: Letter of Warning.**

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

24. **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.**

**New Information: Please see information in "New Information" listed in complaint #18, REC-2022038951.**

**New Recommendation: Letter of Warning.**

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

25. 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.**

**New Information:** Please see information in “New Information” listed in complaint #18, REC-2022038951.

**New Recommendation:** Letter of Warning.

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

**Kimberly Cooper**  
**New Complaints:**

26. **2023003661**  
**Opened: 1/30/2023**  
**Unlicensed**  
**History: None**

This Complainant is anonymous. Respondent is unlicensed.

Complainant states that Respondent is acting as an unlicensed property management firm and provided copies of Respondent’s website and internet listings for several rental homes. Respondent’s website under the “What We Do” section states that they “Remove the headache of filling spaces, background checks, interviewing renters, evictions and collecting rent” among other services.

The Respondent confirmed that they “help private owners rent private property” and opined that because they do not sell property, they are not required to have a real estate license.

**Recommendation: \$1,000 civil penalty for a violation of Tenn. Code Ann. § 62-13-301, which states, “it is unlawful for any person to directly or indirectly engage in or advertise or claim to be engaging in the business of or acting in the capacity of a real estate broker or affiliate broker without first obtaining a license.”**

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

27. **2023009091**  
**Opened: 4/10/2023**

**Unlicensed  
History: None**

Complainant states that Respondent is acting as an unlicensed property management firm focused exclusively on the brokerage and management of mobile home communities. Complainant alleges that Respondent is operating in several states including Tennessee all while being unlicensed. Complainant provided a link to Respondent's website and internet listings for several properties, and all were located outside of Tennessee.

Respondent confirmed that they own multiple mobile home parks in various states, primarily in the Midwest. Respondent's office is not located in Tennessee, and they did not address Complainant's allegation that Respondent has operated in Tennessee. Respondent alleged that they are currently in litigation with the Complainant and that court proceeding was the reason for the complaint. Based on the information provided, Counsel cannot definitively state that Respondent has engaged in unlicensed activity in Tennessee at this time.

**Recommendation: Close and flag.**

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

**28. 2023000991  
Opened: 1/23/2023  
First Licensed: 2/15/2008  
Expires: 2/14/2024  
Type of License: Real Estate Firm  
History: None**

Complainant is a property owner and neighbor of Respondent/firm owner.

Complainant alleges that beginning in the summer of 2012, Respondent has engaged in unethical business practices. Complainant alleges that Respondent has been intimately involved in the development of the residential community where they both own property and that Respondent lied about the public access to a river nearby; maintenance of the primary road through the community; the location of property lines of both their property when purchased and that of property adjacent to Complainant; and the location of a well utilized by Complainant. Complainant also alleges that Respondent's spouse has made threats against Complainant.

Respondent denied the allegations and gave a detailed response regarding on-going disputes between Complainant and Respondent and their history in the community. In reviewing the documentation provided by both parties, one source of the dispute appears to be that the original developer of the community went bankrupt several years ago and the ownership of the remaining lots has changed hands and responsibility for upkeep several times. While Respondent's firm has been involved in the sale of many lots in the development, they are not the developer and Respondent states they had no role in the most recent purchase by Complainant of property in the community, which occurred in 2018. Respondent notes that recent disputes over boundary lines of the property Complainant purchased in 2018 could have been avoided if Complainant, who represented themselves in the purchase, had requested an updated survey at the time of the purchase. Finally, the events Complainant maintains are violations of *the Broker Act* all occurred between five (5) and ten (10) years ago, placing them outside of the two (2) year statute of limitations provided in Tenn. Code Ann. § 62-13-313(e)(1).

**Recommendation: Dismiss**

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

**29. 2023001211**  
**Opened: 1/23/2023**  
**First Licensed: 2/15/2008**  
**Expires: 2/14/2024**  
**Type of License: Principal Broker**  
**History: None**

Complainant is a property owner and neighbor of Respondent. Complainant alleges that Respondent is unscrupulous and that Respondent's spouse, who is also an employee in Respondent's firm, is dangerous. Complainant alleges that Respondent made promises regarding the maintenance of the primary road through the community that were false and have resulted in safety concerns. Complainant alleges that Respondent's spouse drives slowly through the neighborhood and sometimes stops at the end of Complainant's driveway. Complainant considers this harassment.

Respondent stated that they have not had any contact with Complainant in almost a year, and that Complainant has made slanderous statements about Respondent's business and possibly damaged their property. Additionally, Complainant purchased

their property over five years ago, so any alleged violations of *the Broker Act* or Rules occurred outside of the two (2) year statute of limitations provided in Tenn. Code Ann. § 62-13-313(e)(1).

Complainant does not allege that Respondent was their agent for the purchase of the property nor were they the agent for the seller of the property purchased. After reviewing the documentation provided by both parties this appears to be a personal dispute between parties and Counsel could not find any violations of *the Broker Act* or Rules of the Commission.

**Recommendation: Dismiss**

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

**30. 2023001251**  
**Opened: 1/23/2023**  
**First Licensed: 2/15/2008**  
**Expires: 2/14/2024**  
**Type of License: Principal Broker**  
**History: None**

This complaint is related to REC-2023000991 and involves the same Complainant; the Respondent is the principal broker with the firm.

**Recommendation: Dismiss**

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

**31. 2023001271**  
**Opened: 1/23/2023**  
**First Licensed: 4/14/2008**  
**Expires: 4/13/2024**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint is related to REC-2023000991 and involves the same Complainant; the Respondent is an affiliate broker with the firm.



**Recommendation: Dismiss.**

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

**32. 2023005231**  
**Opened: 2/16/2023**  
**First Licensed: 2/15/2008**  
**Expires: 2/24/2024**  
**Type of License: Principal Broker**  
**History: None**

Complainant is a property owner; Respondent is a licensee and neighbor of Complainant. Complainant and Respondent are members of the same community referenced in REC#2023000991 above. Complainant stated that in July 2020 Respondent tried to sell "their lot" when it was not for sale and removed personal items from their property. Complainant asked for Respondent's license to be revoked.

Respondent stated they have never represented with Complainant, did not know Complainant's name until this complaint was filed, and that any issue Complainant may have with someone trying to sell their property is with the developer, not with Respondent. Finally, the events Complainant maintains are violations of *the Broker Act* all occurred three years ago placing them outside of the two (2) year statute of limitations provided in Tenn. Code Ann. § 62-13-313(e)(1).

**Recommendation: Dismiss**

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

**33. 2023005251**  
**Opened: 2/16/2023**  
**First Licensed: 4/14/2008**  
**Expires: 4/13/2024**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint is related to REC-2023005231 and involves the same Complainant; the Respondent is an affiliate broker with the firm.

**Recommendation: Dismiss**

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

34. **2023005271**  
**Opened: 2/16/2023**  
**First Licensed: 2/15/2008**  
**Expires: 2/14/2024**  
**Type of License: Real Estate Firm**  
**History: None**

This complaint is related to REC-2023005231 and involves the same Complainant; the Respondent is the firm.

**Recommendation: Dismiss**

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

35. **2023005501**  
**Opened: 2/27/2023**  
**First Licensed: 2/15/2008**  
**Expires: 2/14/2024**  
**Type of License: Principal Broker**  
**History: None**

Complainant is a property owner; Respondent is a licensee and neighbor of Complainant. Complainant and Respondent are members of the same community referenced in REC#2023000991 above.

Complainant states that in December 2019 Respondent accused them of “going behind their back” to purchase lots from the seller directly instead of working with Respondent to make the purchase. It is unclear from the Complaint if Respondent ever had an active listing for the seller's property. Complainant alleges that Respondent was abusive, and they were not happy “with the lack of professionalism by a realtor in the State of Tennessee”. Complainant also alleges that in October of 2020 that respondent and Respondent's spouse were abusive and threatening to

Complainants and others during an encounter on yet another neighbor's property. Complainant would like to see Respondent's license revoked.

Respondent stated that they have never represented Complainant in any capacity, and these complaints are a result of smear campaign against Respondent and their company. Respondent provided copies of text messages wherein various complainants agree to "put together an effort to get (firm) real estate license revoked" and to sue Respondent personally.

Complainant stated they waited to report the incidents because they "fear" the Respondent and their spouse, despite openly commenting on social media about other incidents that allegedly involved Respondent or their affiliate broker in 2022. Additionally, the events Complainant maintains are violations of *the Broker Act* occurred three years ago placing them outside of the two (2) year statute of limitations provided in Tenn. Code Ann. § 62-13-313(e)(1).

**Recommendation: Dismiss**

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

**36. 2023005521**  
**Opened: 2/27/2023**  
**First Licensed: 4/14/2008**  
**Expires: 4/13/2024**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint is related to REC-2023005501 and involves the same Complainant; the Respondent is an affiliate broker with the firm.

**Recommendation: Dismiss**

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

**37. 2023004831**  
**Opened: 2/13/2023**  
**First Licensed: 11/23/2015**  
**Expires: 11/22/2023**

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

Complainants are spouses. Respondent was their buyer's agent. Complainants asked to be released from the Buyers Representation Agreement, and Respondent responded to the email stating that they and their principal broker would sign the release if Complainants paid Respondent \$1500 to their personal Venmo as "fair amount considering everything I have done thus far". The Buyers Representation Agreement has no clause for termination. Outside of a segregation clause that states 0%, the agreement does not provide any indication of possible fees to terminate the agreement.

Respondent's principal broker ("PB") answered on Respondent's behalf, and detailed a contentious relationship with Complainant, ultimately blaming Complainant's alleged lack of truthfulness regarding income as the reason the purchase of property did not go through. PB confirmed that Complainants asked to be released from the Agreement, and that PB advised Respondent was insistent about "amounts to ask for early termination", which was a "frivolous discussion because the Agreement was at Zero cost to the Buyers, and they were not going to pay anything!" PB confirmed Respondent asked for compensation through their personal Venmo or CashApp and agreed that this should not have happened, but opined that Respondent had expended time, money and effort and wished to be compensated for that. PB stated that "No funds changed hands and no funds would have changed hands" as it was a "hypothetical" that was apparently taken too far.

Respondent appears to be in violation of Tenn. Code Ann. § 62-13-312 (b)(17) which states "Paying or accepting, giving or charging any undisclosed commission, rebate, compensation or profit or expenditures for a principal or in violation of this chapter".

**Recommendation: \$1000 civil penalty.**

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

**38. 2023004961**  
**Opened: 2/21/2023**  
**First Licensed: 2/2/1996**  
**Expires: 12/11/2024**  
**Type of License: Principal Broker**

**History: 2009 Letter of Warning**

This complaint is identical in facts to 2023004831 but is against the Principal Broker in that matter.

**Recommendation: \$1000 civil penalty.**

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

**39. 2023004861**

**Opened: 2/13/2023**

**First Licensed: 5/17/2022**

**Expires: 5/16/2024**

**Type of License: Affiliate Broker**

**History: None**

Complainant and Respondent were romantic as well as business partners on the renovation and eventual sale of a home. Both parties verbally agreed to how the costs of the purchase and renovation would be financed. As a licensee, it was agreed that Respondent would be the agent for the sale of the home. The property was eventually listed for sale but with Complainant's adult child as the co-listing agent. Complainant alleges that when their romantic relationship ended, Respondent acted in a vindictive manner and demanded a full commission prior to the home being sold; then tried to hamper the final closing of the sale at the detriment to all involved. Complainant has since filed a lawsuit against Respondent and Respondent's firm alleging monetary damages for breach of contract, breach of fiduciary duty and defamation and slander.

Respondent denied all of Complainant's accusations and accused Complainant of illegally denying Respondent their portion of the expenses paid into the property and their commission. As this matter involves both alleged violations of *the Broker Act* that are already subject to litigation, Counsel recommends Litigation Monitoring.

**Recommendation: Litigation Monitoring.**

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

**40. 2023005031**

**Opened: 2/13/2023**  
**First Licensed: 4/2/2002**  
**Expires: 7/8/2023**  
**Type of License: Principal Broker**  
**History: None**

Complainant was a seller of a home; Respondent was the buyer's agent. Complainant alleges that Respondent advised the Commission in 2015 that Respondent had three (3) misdemeanor convictions that required a waiver when they were actually felonies. Complainant alleges that Respondent lied and assured Complainant that Respondent's buyers already had their house under contract when they made the offer to purchase Complainant's home when that was not true; that Respondent failed to collect earnest money when it was due; and that Respondent tried to stop the closing of the property by contacting the title company. The sale of the property was completed in March 2021. Complainant did not have an explanation as to why they waited almost two years to report the allegations and stated they did have additional documentation but did not provide it after a request from Counsel.

Respondent denied the allegations and stated that their complete criminal record was provided to the Commission and that the waiver was granted after review. Counsel has reviewed Respondent's application and attached paperwork and did confirm that the Commission had all required information.

Counsel notes that insufficient evidence exists to support a finding that Respondent violated any TREC statute or regulation. Counsel recommends dismissal of the complaint

**Recommendation: Dismiss**

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

41. **2023004771**  
**Opened: 2/21/2023**  
**First Licensed: 9/28/2021**  
**Expires: 9/27/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is an affiliate broker; Respondent is an affiliate broker who used to work with Complainant's firm. When Respondent left the firm, two of their clients were assigned to current agents. Complainant alleges that Respondent solicited referral fees on these clients after their departure. Complainant alleges that there was no referral fee in writing and the agents felt pressured to Respondent to agree to pay a referral fee. Complainant let the agents know that they did not have to agree to a referral fee to a departed agent, but if they wanted to give up a portion of their own commission split, they would have to work that out with Respondent. The agents did sign agreements stating that Complainant would receive a referral fee, but Complainant alleges that Respondent unlawfully and unethically solicited referral fees from their agents in violation of Tenn. Code Ann. § 62-13-602 "Reasonable cause" and Tenn. Code Ann. § 62-13-603 "Unlawful solicitation of referral fees".

Respondent denied the allegations and provided copies of texts between them, the Complainant, and the agents that confirmed a referral fee and the amount of that referral fee was agreed to by all involved. Respondent also provided copies of the executed referral fee agreements as well as copies of an email chain between Respondent and Complainant wherein Respondent asked Complainant what needed to be done in order to obtain the agreed upon payment and Complainant advised Respondent "that is between you and (agent). I would advise getting something like this in writing signed off by both parties though."

Counsel notes that insufficient evidence exists to support a finding that Respondent violated any TREC statute or regulation. Counsel recommends dismissal of the complaint

**Recommendation: Dismiss**

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

**42. 2023005081**  
**Opened: 2/21/2023**  
**First Licensed: 8/19/2020**  
**Expires: 8/18/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Anonymous complaint alleges that Respondent has a website that appears to be a community page for a planned community but is actually a sales page for

Respondent's firm. Complainant states that the page is misleading advertising and may be in violation of Tenn. Comp. R. & Reg. 1260-02-.12(6)(b) "Social Media Advertising" which states: "With regards to social media advertising by licensees, the firm name and firm telephone number listed on file with the Commission must be no more than one click away from the viewable page." No screenshots of any alleged violations were provided by Complainant.

Respondent replied that while they are a listing agent for the developer who maintains the website, they have no control over the content of the website. Respondent stated that in an effort to be proactive they had "removed the website from the public description of the MLS Brief on my listings and put it in agent instructions for Real Estate agents as a resource tool." A review of the website by Counsel did not appear to have any violations of rules or statute. No screenshots of any alleged violations were provided by Complainant.

**Recommendation: Dismiss**

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

**43. 2023007291**  
**Opened: 2/27/2023**  
**First Licensed: 6/25/2018**  
**Expires: 6/24/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant alleges that Respondent is working with Complainant's Sibling to "trade" the home of Complainant's elderly Parents for a home much lower in value, and that the home that Parents are considering has no water or electricity. Complainant stated that Sibling had no ownership interest in Parents' home but was actively looking to sell the home and did enter into an agreement to sell the home to Respondent. Complainant provided a copy of a Purchase and Sale Agreement for the property executed by Parents a few days before the complaint was filed. Complainant asked for help in stopping any transfer of ownership.

Respondent stated that they are a neighbor and friend of Sibling and their parents and had expressed to Sibling and Parents in 2018 that if they ever wanted to sell their property that Respondent would like to purchase it. Respondent stated that all three parties together approached Respondent in January about selling the home and



purchasing another property. Respondent states that Sibling and Parents were all listed on the title to the home, unbeknownst to Complainant, and that Respondent made an offer to purchase the home from Parents and Sibling on January 31 and they accepted on February 6 and went under contract on February 13. Respondent states there was no “trade”, that they made a fair offer on the home and the owners took a week to think about it before accepting. Respondent provided copies of the Title, text messages between Respondent and Parents/Sibling, and a timeline of Respondent working with Parents/Sibling to view properties they were interested in purchasing. Respondent confirmed with county utilities that the property Parents/Sibling chose had water and electric service, and while it did not have central heat and air Parents were waiting on estimate for that to be added to the home.

Complainant reviewed Respondent’s statement and stated that they appreciated the information, and that they had been concerned Parents were being taken advantage of but instead it now seemed Complainant was intentionally being denied information by Parents/Sibling. Counsel recommends dismissal of the complaint.

**Recommendation: Dismiss**

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

**44. 2023007361**  
**Opened: 2/27/2023**  
**First Licensed: 7/12/2007**  
**Expires: 7/11/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant alleged that Respondent “has their name and phone number on an on-line listing requesting interested parties to contact them to show the property”. A copy of the listing was not provided. Respondent’s principal broker answered the complaint on Respondent’s behalf and apologized for the “oversight”. Respondent stated that the listing had been “corrected” and that they (Principal) had reviewed all of the listings to make sure they are correct and met with Respondent to make sure “(they) understand and adheres to this in the future”.

The lack of a copy of the actual advertisement makes it impossible to prove a violation should this matter require a hearing, and so Counsel recommends a letter of warning.

**Recommendation: Letter of Warning**

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

**45. 2023006481**

**Opened: 2/27/2023**

**First Licensed: 1/28/2022**

**Expires: 1/27/2024**

**Type of License: Affiliate Broker**

**History: None**

Complainant is the principal broker at Respondent's former brokerage. Complaint alleges that within hours of Respondent being released from their brokerage on August 15, 2022 (at Respondent's request) that Respondent encouraged a client to call the brokerage and ask for a mutual release from their representation agreement. Complainant stated that Respondent "was fully aware of how we would respond to such a request and knew which document to instruct a buyer or seller to request because of the training we provide with documents."

Respondent stated that the client was a friend of their spouse and had worked with the Complainant's brokerage because Respondent worked there. When told by Respondent that they had moved to another brokerage, client asked how to continue working with Respondent. Respondent directed them to the office manager at Complainant's brokerage and advised they would need to follow up with Complainant. Respondent stated that "There was no coercing or manipulation in anyway shape or form. I never went into detail about the mutual release nor coached (client) in what to ask for. (Client) initiated the conversation first in which my only advice was to call (office manager)."

Respondent denied acting inappropriately, and there is insufficient evidence to prove otherwise.

**Recommendation: Dismiss**

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

**46. 2023006471**

**Opened: 3/6/2023**  
**First Licensed: 3/8/2001**  
**Expires: 4/1/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant signed a purchase contract on September 19, 2022, for a new home that was to be completed by January 31, 2023, and put down \$5,000 as earnest money. Respondent was the listing agent for the seller/developer. Complainant stated that they and their agent did not receive any information regarding an extension for completion despite asking for the information several times. The home was not completed on time, and Complainant was forced to pay month to month on their lease, at a higher rate. Complainant also stated that despite being told to only contact Complainant's agent regarding any information or questions regarding the purchase that Respondent contacted Complainant directly and that they "felt pressure from the realtor about personal matters". Complainant eventually declined to purchase the property and Respondent is refusing to return the earnest money.

Respondent's principal broker ("PB") answered on behalf of Respondent. PB provided a copy of the buyer's contract that clearly states the date of completion is estimated, and that buyers will be given 30 days' notice prior to completion of the home to set a closing date. Respondent denied that Complainant expressed concern about the timeframe of completion and instead stated that Complainant stated they didn't want to proceed with the purchase of the home because of a personal life change and wanting to stay closer to family. "It was only once we informed the buyer that per the contract, (buyer) was not entitled to a refund of (buyer's) earnest deposit that the issue of an extension notice was brought up. The lender did not require the extension as the contract clearly covered the date extension. The buyer fully qualified for the loan and was able to still purchase the home, she simply changed her mind."

Complainant's agent ("CA") responded and stated that Respondent did contact their client directly even after being told not to and that it was Respondent's unprofessional conduct that caused Complainant to decide not to go forward with the purchase of the home. CA provided a copy of a Mutual Release of Purchase that was signed by Complainant and CA, but that Respondent refused to sign. Respondent appears to have acted improperly by contacting Complainant after being advised to not contact them directly and to only communicate with Complainant's agent.

**Recommendation: Letter of Warning.**

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

**47. 2023007401**  
**Opened: 3/6/2023**  
**First Licensed: 8/11/2022**  
**Expires: 8/10/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a home-buyer; Respondent was Complainant's agent. Complainant was under contract to purchase a home when their contract for their source of secondary income was delayed, possibly canceled, and Complainant would be unable to afford the home without that income. Complainant alleges that Respondent initially assured them that there would be no legal issues as a result of backing out of the contract due to a loss of income and offered to find homes in a new price point. Approximately ten days later Complainant was told that the sellers were threatening a lawsuit if Complainant did not go forward with the purchase. Complainant felt "bullied and threatened to purchase a home they no longer had the funding to purchase."

It was unclear from the complaint if a lawsuit was filed, or if the home was purchased by the Complainant. Additionally, emails and texts provided by Complainant make clear that Complainant initially informed Respondent that their secondary income position was being terminated due to finances, not just that the contract was delayed or possibly canceled. Complainant also provided a copy of an email to their supervisor wherein they resigned as a result of the uncertainty of the situation, and the supervisor confirmed that email would be treated as a resignation. Complainant was later offered a new employment contract and confirmed in writing to Respondent that they would not be accepting it.

Respondent stated that they did try to help Complainant with a home search in a lower price point and did not feel that they would be in breach of contract if Complainant had been terminated from their position. The sellers asked for documentation supporting Complainant's job loss, and that is when Respondent learned that Complainant had not lost their job but instead resigned when the employer could not guarantee a contract for the next fiscal year. Respondent denied ever telling Complainant that they would never need a lawyer and reiterated that

eventually Complainant texted Respondent confirming they would be resigning/declining to accept a new contract. Respondent asserted that due to Complainant's changing explanation as to their job status it was Complainant that caused potential liability for breach of contract, and that Respondent did their best to advise Complainant and avoid any legal issues based on information provided by Complainant. Complainant's own documentation supports that assertion.

There is no proof that Respondent violated *the Broker Act* or any TREC rule.

**Recommendation: Dismiss**

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

**48. 2023008521**  
**Opened: 3/6/2023**  
**First Licensed: 6/1/2021**  
**Expires: 5/31/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant and Respondent are both licensees. Complainant stated that they were concerned about possible fraudulent agent activity by Respondent. Respondent requested a showing for Complainant's listing, but there was no contact information available for Respondent on his realtracs account and only an automated message for Respondent's brokerage.

Respondent stated that on the date of the request for a showing that they were out of town and asked a fellow agent to show the home for some of Respondent's clients. Respondent stated that they did not know at the time that their E&O policy had lapsed and that their license was suspended; that they received the letter of notification regarding the E&O lapse a few days after returning home and then the notification for this complaint several days later and contacted Complainant to explain who they were and that the showing was not fraudulent. Respondent stated that they have obtained their E&O renewal (and that has been confirmed) and they apologized for the lapse. The E&O renewal however was not retroactive. The issue with the contact information was apparently resolved, as Respondent's contact information on file with the Commission is correct and has been the same address since 2021.

**Recommendation: \$400 civil penalty pursuant to Rule 1260-01-.16 for the lapse in E&O insurance without back-dating for continuous coverage.**

**Commission Decision: The Commission voted to accept counsel's recommendation and to administratively open a complaint against the principal broker if not already been done.**

**49. 2023008691  
Opened: 3/6/2023  
Unlicensed  
History: None**

Complainant alleged that Respondent company "acted as a licensed company to file eviction and court order against me."

Respondent stated that they are not licensed and that they do lease and sub-lease their own properties to tenants. They confirmed that they did evict the Complainant.

**Recommendation: Dismiss**

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

**50. 2023008751  
Opened: 3/6/2023  
First Licensed: 12/10/2015  
Expires: 12/9/2023  
Type of License: Affiliate Broker  
History: 2021 Letter of Warning**

Complainant is the sibling of Respondent licensee's spouse. Respondent's mother-in-law passed away in October 2020, and Complainant appears to be unhappy with the division of assets including real property. Complainant alleges that Respondent offered to handle the sale of the real property in January 2021 and offered again after a probate hearing apparently concerning the disputed property. Complainant concludes their complaint by noting that since "a partition was written and filed to force me to sell the property...all communications went through lawyers."

Respondent responded to the complaint by agreeing that they are married to Complainant's sibling; Respondent's mother-in-law passed away in October 2020;

and that due to an inability to settle the division of property in the estate the matter is being litigated in Chancery Court. Respondent denied acting inappropriately, and there is insufficient evidence to prove otherwise.

**Recommendation: Dismiss**

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

**51. 2023009531**

**Opened: 3/6/2023**

**First Licensed: 3/19/2020**

**Expires: 3/18/2024**

**Type of License: Real Estate Broker**

**History: None**

Complainant was a buyer; Respondent was the listing agent for the seller. Complainant alleged that Respondent falsely advertised the property through "several platforms" including Zillow, Trulia and Realtor.com that the HOA amenities included use of the community pool. Complainant reviewed the HOA covenants which referenced amenities, and they did include a pool. After closing, Complainant learned that the HOA fees did not include the pool and that use of the pool would require additional membership fees. Complainant alleges that Respondent acted fraudulently and requested that Respondent pay for HOA membership for two years as a result of the inaccuracy of the listings.

Respondent stated that they do not advertise on the platforms that Complainant referenced and cannot be held responsible for the content of those listings. Respondent provided a copy of the MLS listing maintained by Respondent which shows that only trash is included in the HOA fees; that all listing information was provided by the seller and the buyer is responsible for confirming all information. There is insufficient evidence to conclude that Respondent violated *the Broker Act* or any TREC rule.

**Recommendation: Dismiss**

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

**52. 2023005631**

**Opened: 3/6/2023**  
**First Licensed: 10/14/2019**  
**Expires: 10/13/2023**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant stated that Respondent advertised a property as “For Sale by Owner” when it was not; and that Respondent maintained the listing as “active” even after it had expired.

Respondent stated that they had never listed the property as “For Sale by Owner” but that instead Complainant had viewed a listing on a website fed by a third party that Respondent was not responsible for and did not have contact with prior to the listing. Additionally, that same third-party brokerage did not update their information to show that the listing was no longer active. Respondent stated they were able to correct both issues after receiving the complaint.

**Recommendation: Dismiss**

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

**53. 2023004071**  
**Opened: 3/13/2023**  
**First Licensed: 4/4/2013**  
**Expires: 4/3/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was an out of state buyer, Respondent was their buyer’s agent. Complainant alleges that Respondent was negligent in their fiduciary duties by not providing a real estate attorney for the closing of the property, even though Respondent assured them a real estate/closing attorney would do the closing; did not notify them that the cleaning company hired by Respondent was owned by a co-worker of the Respondent; and was not present for inspections or walk-throughs.

Respondent provided a response via their attorney. Respondent stated that an attorney for the closing company was present at closing, and it was only after the closing that Respondent learned Complainant wanted the property deeded a certain way (as two parcels); that Complainant wanted their “own” attorney present for the



closing, not the title company's attorney; and that the specific request of the split deed was impossible to do at closing. The deed would need to be separated after closing since the parcels were sold together as one purchase contract. Respondent also stated that Complainant was made aware in advance that they could not be present at the final walk-through due to a funeral, and that Complainant never asked for respondent to attend any inspections. A lack of communication appears to be at root of many of the issues experienced by these parties, but there is insufficient evidence that Respondent violated *the Broker Act* or any TREC rule.

**Recommendation: Dismiss**

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

**54. 2023006421**  
**Opened: 3/13/2023**  
**First Licensed: 11/20/2019**  
**Expires: 11/19/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant stated that they saw an ad on Zillow for a residential rental unit, and that the advertised pictures showed and also clearly stated the unit had an attached enclosed patio. Complainant stated they entered into a rental agreement solely based on that advertisement. When they arrived at the property Complainant found that the unit did not have a patio, and Respondent later accused Complainant of lying about the content of the advertisement. Complainant later advised that they did not know which of the four units pictured was going to be "their" unit, but that Respondent lied about the unit to Complainant's detriment.

Respondent replied through their attorney that the advertisement that Complainant must have seen was not provided or approved by Complainant, that the property has multiple units and has had other units advertised on Zillow, and that Complainant was provided with photographs and floorplans of the property that showed the back of the building and the units on the bottom floor, including Complainant's unit, sharing an open patio. There is insufficient evidence of a violation of *the Broker Act* or TREC rules.

**Recommendation: Dismiss**

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

**55. 2023007321**

**Opened: 3/13/2023**

**First Licensed: 7/30/2007**

**Expires: 7/20/2024**

**Type of License: Affiliate Broker**

**History: None**

Complainant and Respondent are both licensees. Complainant was selling their property which included three rental units and Respondent presented an all-cash offer, with no financial contingencies, from their buyer client. The offer required Complainant to not seek counter-offers from other potential buyers. Complainant agreed. The day before the 30-day due diligence period ended, Complainant states Respondent informed them that Buyer would not be going forward with the purchase, and that refusal was not based on any inspections or other issues with the property. Complainant feels that Respondent acted unethically and asked for the Commission to sanction Respondent for their actions as well as force Buyer to go forward with the purchase contract. Complainant advised they would also be moving forward with all legal remedies.

Respondent stated that their buyer performed their due diligence with neighboring rental properties and decided that it would not be profitable or make sense as an investment to purchase the property. Respondent stated that they sent the notification of release to Complainant and advised that the Buyer was not interested in renegotiating the terms of the purchase. Respondent stated they understood Complainant's frustration but could not force Buyer to go through with the purchase, and advised they knew that a lawsuit could be pending.

There is insufficient evidence of a violation of *the Broker Act* or TREC rules, and as this is now a contractual dispute is outside of the Commission's jurisdiction.

**Recommendation: Dismiss**

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

**56. 2023009991**

**Opened: 3/13/2023**

**First Licensed: 3/6/2013**  
**Expires: 3/5/2025**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a project manager for a construction company hired to do a remodel on a home owned by Respondent/licensee's parents. Complainant alleges that Respondent was the listing agent for the property and that even though Respondent knew that Complainant and Complainant's company had not been paid for their work on the home, Respondent "pushed the closing" in order to receive the commission.

Respondent provided a lengthy response detailing the many issues they had with Complainant and Complainant's company, but correctly began their response by noting the complaint was a "contract dispute" between the parties that was already being handled by legal counsel for each party and is outside the Commission's authority to intervene. Furthermore, there is no proof that Respondent acted in violation of any TREC rule or *the Broker Act*.

**Recommendation: Dismiss**

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

**57. 2023010531**  
**Opened: 3/13/2023**  
**Unlicensed**  
**History: None**

This is an anonymous complaint. Complaint alleges that Respondent is "acting as an agent and attempting to wholesale interest in a real estate contract." Complaint alleges that the seller is going to lose money due to Respondent's actions. A copy of an email was provided, that is a listing for a property as an "investment opportunity". The contact information for both Respondent and another individual are provided, and the ad states that the purchase contract has been "assigned" to these individuals and to contact them for purchase information. The advertisement states: "This company does not represent the owner. We are NOT brokers and do not represent ourselves as such."

Respondent stated they are an out of state investor, and their name was added to the email by mistake. They provided a copy of an email from the second individual named in the advertisement, who confirms Respondent was added by mistake. That second individual, however, is also not licensed.

Respondent appears to be advertising 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). 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 and administratively open complaint against second unlicensed individual named in advertisement.**

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

**58. 2023010721**  
**Opened: 3/13/2023**  
**First Licensed: 4/27/2022**  
**Expires: 4/26/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a seller; Respondent was the listing agent. Complainant alleges that Respondent drafted the sale agreement contrary to what was agreed upon and as a result Complainant paid more in fees and closing costs than was promised by Respondent. Complainant also stated that the closing was earlier than was discussed resulting in Complainant having to move out early and kennel their pets. Complainant provided copies of the closing documents/ALTA statement and an email from the closing company explaining the settlement statement and fees.

Respondent stated that the buyer's agent drafted the Purchase and Sale Agreement, not Respondent. After the closing was completed, Respondent stated that she learned from Complainant that they still had concerns about the fees. Respondent stated it was a "title issue", that the fees were spelled out in the ALTA and settlement statement at the closing, and at this point they did not feel like they could assist further. Respondent also provided copies of text messages and emails wherein they attempted to explain to Complainant why they would not receive the purchase funds

prior to closing; that there was no post-occupancy agreement, the date of the closing was made clear; and other issues that Complainant stated Respondent did not provide information on or mislead Complainant. Finally, the purchase agreement was signed by all parties six weeks prior to closing. There is no proof that Complainant was presented with information at the last second or after closing that was different from that provided six-weeks before closing.

While the Complainant's frustration is evident, there is insufficient evidence of misleading or fraudulent claims made to the Complainant by Respondent. Counsel recommends dismissal.

**Recommendation:       Dismiss**

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

**59.   2023007271**

**Opened: 3/13/2023**

**First Licensed: 4/12/2006**

**Expires: 4/11/2024**

**Type of License: Real Estate Firm**

**History: None**

Complainant is a seller; Respondent is a management company of an HOA. Complainant states that their ownership of their home pre-dated the existence of the HOA, and they were not "grandfathered in" to the HOA, and that when they listed their home for sale, they received a "Notice of Intent to Record a Claim of Lien" from the HOA. In the ten years of their ownership of the home Complainant states they were never a member of the HOA; never received a bill for HOA dues; never paid any dues; and never "opted-in" to the HOA. Complainant states that the Respondent is committing fraud and attempted theft.

Respondent replied by providing a copy of an email from 2020 wherein one of their employees emailed management and stated that the Complainant "opted-in" to the HOA. Complainant is not copied on that e-mail.

Complainant responded by again affirming they were not and are not a member of the HOA. Complainant's attorney also responded and denied again that Complainant was ever a member of the HOA. The matter is pending litigation, and as

fundamentally a contract/HOA dispute, is outside of the jurisdiction of the Commission.

**Recommendation: Dismiss**

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

**60. 2023005811  
Unlicensed  
History: None**

Complainant alleges that Respondent is acting as real estate broker without a license. Complainant provided links to at least websites wherein Respondent is soliciting properties for purchase and will then “remodel it or turn around and sell it to another investor who will fix it up.” Respondent refers to themselves as a “wholesaler” and provides examples of homes they have sold. Their website in their “FAQ” section states: “We don’t charge homeowners any fees to help them find a solution. We purchase properties at win-win price. When you buy an investment property from us, we buy the property at a steep discount, add on our property acquisition fee which is our profit for finding and negotiating the deal... and you pay a still deeply discounted price. A win-win for all.”

Respondent stated that their website is maintained to post properties that they have bought and sold and “taken title on”. Respondent maintains that they purchase the properties and re-sell them. Despite that statement, Respondent’s website does appear to show that respondent is in violation of Tenn. Code Ann. § 62-13-301, which states, “it is unlawful for any person to directly or indirectly engage in or advertise or claim to be engaging in the business of or acting in the capacity of a real estate broker or affiliate broker without first obtaining a license.”

**Recommendation: One Thousand Dollar (\$1000.00) civil penalty for unlicensed activity.**

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

**61. 2023009541  
Opened: 3/20/2023  
First Licensed: 10/13/2009**

**Expires: 9/23/2024**  
**Type of License: Real Estate Broker**  
**History: None**

Complainant is a former affiliate broker with Respondent's firm; Respondent is a principal broker.

Complainant alleges sexual harassment by the Respondent in the form of inappropriate comments and on at least one occasion sharing a nude photo of a former client without that client's consent. Complainant provided statements from three witnesses, all also former employees of Respondent, to corroborate their claims.

Respondent denied the allegations and accused Complainant and at least one of Complainant's witnesses of acting inappropriately. Respondent stated they had witnesses to that behavior.

The allegations of the Complainant are appalling if true, but the alleged behavior of the Respondent is outside the jurisdiction of the Commission.

**Recommendation: Dismiss**

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

**62. 2023010991**  
**Opened: 3/20/2023**  
**First Licensed: 8/13/2018**  
**Expires: 8/12/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was an out of state buyer of a home; Respondent licensee was her agent. Complainant and Respondent's summary of events are essentially the same: On January 29, 2023, Complainant entered into a purchase agreement on a home, and Respondent notified Complainant of the title company that would be conducting the closing. Complainant had informed Respondent that Complainant had not purchased a home in thirty years and so was not familiar with the process, and most of their communication was via text or phone calls. On February 15<sup>th</sup> Complainant received an email from Respondent's "secondary" email address with wiring

instructions for the purchase money, and then an additional email approximately thirty minutes later with the exact amount needed: \$270,350.78. Notably, the email used the wrong name for Complainant. On February 16, 2023, Complainant went to their bank and wired the funds as instructed. Complainant told Respondent later that day in a phone call that they had received the instructions but not from whom, and that the funds had been wired. The title company later confirmed to the Respondent that they had received the money. An employee of the title company also confirmed to Complainant that the funds had been received. On March 3, 2023, when Complainant and Respondent were conducting the last walk through of the home, they received a call from the title company stating they did not have the funds. At that time Complainant informed Respondent that they had received the email with wiring instructions from Respondent; Respondent prior to that point had assumed that Complainant was in contact with the title company, and this was the first that Respondent knew of the email to Complainant from Respondent's "secondary" email account. When shown the email Respondent saw that an unknown email address was copied on the email, and that their own email address had been "spoofed". Respondent provided a copy of a text received from the title company on March 2, 2023, confirming the funds were received and that the title company had confirmed that to the seller's agent as well. There has been no explanation provided by the title company as to why they separately confirmed receipt of the funds to both Complainant and Respondent when they in fact did not have the money.

Complainant states that they "have been the victim of a crime, stealing my home money due to what may be a hacked business email from my realtor. My bank didn't question the validity of the wire transfer and I have to know why they do not require a call to the title company with such transactions." Any requirements as to wiring instructions for closing is outside the purview of the Commission. Police and the FBI were contacted and are investigating, and Respondent stated that they have deactivated that email account. As this matter has already been turned over to law enforcement, Counsel is unaware of any other action the Commission can make.

**Recommendation:       Dismiss**

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

**63.   2023011271  
      Opened: 3/20/2023  
      First Licensed: 8/16/2004  
      Expires: 9/28/2024**



**Type of License: Real Estate Broker**  
**History: None**

Respondent was the agent who represented the Buyer of a home adjacent to Complainant's properties. Complainant states that because Respondent did not get survey of the property the buyers have been encroaching on Complainant's property and using Complainant's driveway. Complainant also alleges that Respondent and other members of Respondent's firm have contacted Complainant repeatedly trying to get Complainant to sell their property to the Buyers even after Complainant has told Respondent to leave them alone. Complainant states the harassment by Respondent have scared them, and that they have had legal counsel and the police warn Respondent not to contact them.

Respondent stated a survey was not required for the sale of the property, and that that it was Complainant who approached Respondent about selling part of Complainant's property to Buyers with the reasoning that they didn't want any liability in case Buyer's children got hurt while on the parcel. Respondent stated the parties entered into an agreement to a sale but then Complainant changed their mind. The disputes between the Complainant and Buyers have continued, and Respondent stated that they did contact Complainant to let them know that Buyer was still interested in purchasing the lot when Complainant's attorney informed Respondent that Complainant was no longer interested in selling the lot. Respondent denied harassing Complainant or asking anyone else to do so.

While unfortunate for Complainant, this matter seems to be primarily a dispute between neighbors. There is insufficient evidence that Respondent violated *the Broker Act* or any Rule.

**Recommendation: Dismiss**

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

64. **2023011901**  
**Opened: 3/20/2023**  
**First Licensed: 4/14/1997**  
**Expires: 9/6/2023**  
**Type of License: Real Estate Broker**  
**History: None**

Complainant is a licensee; Respondent is a licensee. Complainant alleges that Respondent had multiple advertisements for properties for sale on Facebook that are in violation of “advertising guidelines for real estate agents.” Attached to complaint were three (3) advertisements that appear to be from Facebook Marketplace of properties for sales with Respondent’s name listed as the “seller”. No additional information regarding the seller was provided.

Respondent replied by agreeing that the advertisements did not have the Respondent’s company name listed in them, and that they have gone back and added the company name, license and firm license number and phone number is each of the ads. Respondent states that their main social media page contains their firm name in capital letters and clearly states they are a broker; that the Facebook ads “are not a common practice with me...it was merely an oversight or a computer glitch in which some of the information was deleted in transmission.” Respondent states they have been in the industry for almost thirty years, and this is the first complaint they have ever received. The ads do appear to be in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) which requires that all advertising list the firm name and telephone number as listed on file with the Commission. As this is a first-time advertising violation, Counsel recommends Respondent be assessed a Five Hundred Dollar (\$500.00) civil penalty.

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

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

**65. 2023008541**

**Opened: 3/27/2023**

**First Licensed: 5/8/2002**

**Expires: 7/19/2024**

**Type of License: Principal Broker**

**History: 2023 Consent Order for failure to supervise an affiliate due to lapse in affiliate’s E&O insurance**

Complainant was the buyer and represented themselves throughout the purchase; Respondent was seller’s agent. Complainant alleges that Respondent assured Complainant that the property sat on an acre of land when it was actually less than an acre. Complainant also seems to allege that Respondent was negligent in advice regarding the financing of the property, but that portion of the complaint is unclear.

Respondent states that they were not Complainant's agent and "never texted, stated or inferred that this property would not qualify for conventional financing." Prior to signing Respondent asked Complainant who they wanted to do the home inspection and Complainant assured respondent that they were an experienced remodeler and would do the inspection themselves. Respondent states they never expressed or implied that the subject property was anything more than one third acre. Complainant signed an addendum confirming they inspected the home and the property; copies of the addendum and additional closing paperwork were provided by Respondent. There is no proof of any violations of *the Broker Act* or Commission rules.

**Recommendation:       Dismiss**

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

**66.   2023011051**  
**Opened: 3/27/2023**  
**First Licensed: 5/5/2015**  
**Expires: 5/4/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a first-time homebuyer; Respondent was Complainant's agent. Complainant alleges that Respondent was negligent in their dealings with Complainant, resulting in the loss of the purchase of one home; that Respondent did not communicate with Complainant; and that Respondent's negligence resulted in Complainant finally purchasing less acreage than what Complainant thought they were purchasing. Complainant states that as a first-time buyer, they were unaware they could ask for a survey of the property and so relied on the MLS listing, and that Respondent was negligent in not suggesting a survey be done. Complainant blames Respondent for the "loss" in value of the property.

Respondent and Respondent's principal broker responded to the complaint. Respondent stated that Complainant contacted Respondent in January 2019 about a specific property that ended up under contract to another buyer, so set up Complainant with an MLS alert for similar homes. Respondent stated that the first home that Complainant attempted to purchase had financing issues, and that Respondent appropriately advised Complainant through that process. Respondent states that Complainant then lost their job, and the home search was put on hold.

Respondent states they tried eight (8) times over the next two years to contact Complainant with no response. Complainant then contacted Respondent in April 2021 to resume the search for a home. Respondent advised Complainant that while the MLS listing had a certain acreage listed, the tax records did not give the total acreage of the home. Respondent states that they discussed all aspects of the purchase process in depth and that Complainant was well-informed about their rights and responsibilities. Approximately six months after Complainant purchased the home, they contacted Respondent about the acreage and claimed they had been “swindled” and that it was Respondent’s fault. Respondent provided copies of closing paperwork and contract where the Complainant’s right to inspections including a survey is detailed; Complainant was told by Respondent twice prior to purchase that they had a right to a survey; and that the tax paperwork provided by listing agent did not have an exact acreage provided. Respondent states that to their knowledge there still hasn’t been a survey done of the property, so they have no way of knowing what the actual acreage is.

**Recommendation: Dismiss**

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

**TIMESHARES:**

**67. 2023008561**

**Opened: 3/20/2023**

**First Licensed: 8/23/2017**

**Expires: N/A**

**Type of License: Time Share Registration – Time Share Exempt**

**History: None**

Complainant initially purchased a membership interest in Respondent’s vacation club in September 2020. Complainant states that Respondent manipulated and lied to them during a sales presentation in February 2022, and illegally “upgraded” their loan to purchase additional points that now makes their monthly payment amount on the loan a financial hardship for Complainant. Complainant states they want out of the contract. Complainant provided a copy of the contract which shows the total amount of the refinanced loan and the amount of the monthly payments moving forward. Complainant wants assistance in canceling their contract.

Respondent stated that Complainant made an initial purchase in 2020, made additional purchases/contracts twice in 2021, with the second change being made in July 2021. Respondent states that Complainant timely filed a rescission request with their company a few days later, and the July 2021 contract was canceled, and a refund issued. Respondent confirmed that Complainant then traded in an existing contract to purchase a membership interest in another more expensive vacation plan in February 2022. Respondent states that Complainant signed documents that “fully disclose the agreement between (Complainant)” and Respondent, including the document provided by Complainant, and decline to cancel Respondent’s contract.

Complainant responded by stating that they have only been able to use their “points” once in the course of their three-year contract with Respondent. Complainant stated the whole experience has “been like a bad dream” and again asked for Respondent to cancel the contract.

The rescission period for the contract has passed, and Counsel notes that while Complainant states that they were pressured and only had “20 minutes” to read a seventy-one (71) page document on the February 2022 contract, Complainant was experienced enough with this company to properly exercise their rescission option on another contract in 2021. Respondent denied acting inappropriately, and there is insufficient evidence to prove otherwise.

**Recommendation: Dismiss**

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

**Aerial Carter**

**New Complaints:**

**68. 2023010691**

**Opened: 4/17/2023**

**First Licensed: 3/8/1995**

**Expires: 1/21/2024**

**Type of License: Principal Broker**

**History: None**

Complainant is a Tennessee resident and seller in a real estate transaction. Respondent is a licensed Principal Broker. Complaint stated that they entered an agreement with Respondent for six (6) months for Respondent to represent

Complainant throughout the sale of the property. Complainant claims that Respondent breached their duty of loyalty to them when the property they were selling failed to close and Respondent rented a different property to the Buyer.

Respondent answered the complaint stating they do not believe they violated any duty owed to Respondent. Respondent included multiple documents showing the communications between all parties to the real estate transaction. The Complainant had property for sale. The Respondent communicated offers and counteroffers between Complainant, Buyer, and Buyer's Agent. Throughout negotiations, Complainant rejected all of Buyer's offers. Buyer then entered a separate agreement with Respondent for a publicly listed property. Complainant's issue stems from the belief that Buyer would have bought the property if they hadn't entered the new agreement with Respondent.

Based off the information provided, Counsel does not believe Respondent violated their duty of loyalty to Complainant. Complainant is not entitled to an exclusive sale with Buyer and had a chance to show the property to other potential buyers. The Respondent is permitted to advertise other property and it does not appear they used the knowledge from this interaction to unjustly benefit in the new transaction with Buyer. The Buyer is free to buy, lease or rent different property when their offer has been rejected and there is no sign of reaching a resolution.

Counsel finds no evidence Respondent violated the rules and statutes and recommends this matter be dismissed.

**Recommendation: Dismiss**

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

**69. 2023011581**  
**Opened: 4/17/2023**  
**First Licensed: 9/17/1993**  
**Expires: 4/19/2024**  
**Type of License: Principal Broker**  
**History: None**

This is an administrative complaint opened after a previous Commission meeting related to complaint #202204876 for failure to supervise an agent for an advertising violation on social media.

Respondent is Principal Broker. Respondent stated in their response that they believe the issue related to the previous advertising violation has been fixed and provided the social media posts.

Counsel viewed the social media posts to determine if it complies with the advertising requirements. To comply with social media advertising by licensees, the firm name and firm telephone number listed on file with the Commission must be no more than one click away from the viewable page. Respondent has met these conditions.

Based upon all these facts, Counsel recommends this matter be dismissed

**Recommendation: Dismiss**

**Commission Decision: The Commission voted to assess a Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Code Ann. § 62-13-312(b)(15).**

70. **2023011941**  
**Opened: 4/17/2023**  
**First Licensed: 5/12/1987**  
**Expires: 9/9/2023**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a licensed real estate agent and was a seller in this real estate transaction. Respondent is an Affiliate Broker and acted as the Buyer. Complainant alleges Respondent did not return the Earnest Money Deposit (“Deposit”) Complainant was entitled to after a real estate transaction failed to go through.

Respondent stated that the Deposit is not owed to the Complainant because the transaction only failed after Complainant did not give the Buyer additional time to get an appraisal.

Counsel reviewed all the documents provided in this matter. The Commission does not have authority to have the Deposit returned to the Complainant and suggests the matter be brought to civil court. Counsel reached out to the Respondent to receive additional information about which bank the escrow account was deposited with. The purpose of the email was to determine if Respondent violated T.C.A. § 62-13-

321 by failing to keep an escrow or trustee account of funds deposited with the broker relating to a real estate transaction. Respondent's Attorney ("RA") stated that Respondent was acting in their individual capacity in this real estate transaction, not as a broker. Additionally, RA stated that the check was given to a title company who returned it to Respondent without depositing it into a bank.

Based upon all these facts, Counsel recommends this matter be dismissed since the Commission has no authority to return the Deposit and Respondent was not responsible for depositing the check into an escrow account while acting an individual capacity.

**Recommendation: Dismiss**

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

71. **2023014721**  
**Opened: 4/17/2023**  
**First Licensed: 5/13/2016**  
**Expires: 5/12/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident and was the Buyer in a real estate transaction. Respondent is and Affiliate Broker and acted as the buyer's agent in the real estate transaction. Complainant alleges Respondent coerced them into a real estate transaction and signed closing documents for Complainant, without their consent. The complaint states the Complainant had diminished capacity and the time and Respondent had knowledge of that and benefited.

Respondent submitted a response and denied all allegations against them. Respondent stated that before purchasing the property in question, Complainant and Respondent looked at multiple properties that Complainant rejected. Respondent said they did not notice any diminished capacity while interacting with them.

Counsel reviewed the documents provided and neither Respondent nor Complainant provided documents related to the alleged duress. The signatures on the documents in this transaction are electronic and unable to verify if Respondent signed on behalf of Complainant. Counsel reached out to Complainant to get additional information.



Complainant's family member responded on their behalf ("Representative"). Complainant's Representative reiterated the same allegations in the complaint and provided phone recordings. Representative stated that they got a General and Durable Power of Attorney ("POA") on behalf of Complainant based off this real estate transaction. Respondent and Complainant attached the POA that granted Complainant's family member authority to act on their behalf in a real estate transaction. However, the POA was not in effect when the real estate transaction was pending. The recordings did not provide insight into duress alleged in the complaint.

The crux of this complaint is that Complainant does not believe the real estate transaction to be valid. The Commission does not have jurisdiction over this issue and would have no authority to void the transaction nor return money to the Complainant. Counsel believes that complaint is more appropriate as a contract dispute to be handled in civil court.

Based on the information provided, Counsel finds Complainant's allegations related duress to be unfounded. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss**

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

72. **2023015761**

**Opened: 4/17/2023**

**First Licensed: 6/3/2002**

**Expires: 11/12/2024**

**Type of License: Affiliate Broker**

**History: 2008 Cease and Desist Letter of Warning**

Complainant is a Tennessee resident and was the Seller in a real estate transaction. Respondent is an Affiliate Broker and acted as the Buyer in the real estate transaction. Complainant alleges Respondent coerced them into a real estate transaction. The complaint states the Complainant was acting on behalf of a family member who had diminished capacity. Complainant had a valid General and Durable Power of Attorney. Respondent had knowledge of the family member's diminished capacity and worked with Complainant during the real estate transaction.

Respondent submitted a response and denied all allegations against them. Respondent said that while they had notice of the family member's diminished capacity while interacting with them, they conducted the transaction properly.

Counsel reviewed the documents provided and neither Respondent nor Complainant provided documents related to the alleged duress. Counsel contacted the Respondent and Complainant to get additional information. Respondent's assistant responded on their behalf. The response included an agreement to resolve the issues that this complaint is based on. The property has been returned to Complainant and refunded all money to Respondent.

Counsel finds no evidence Complainant was under duress at the time of closing. Counsel recommends this matter be dismissed because the matter has been resolved.

**Recommendation: Dismiss**

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

73. **2023016621**  
**Opened: 4/17/2023**  
**First Licensed: 4/27/2016**  
**Expires: 4/26/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident and home buyer. Respondent is an Affiliate Broker. Respondent acted as Seller's agent in a real estate transaction with complaint. Complainant alleges that respondent did not disclose a personal relationship with the buyers and failed to and inform them of issues with the home.

Respondent included documentation in their response that was signed by Complainant with the specific relationship detailed. Additionally, Respondent said they disclosed all known defects in the property and advised Complainant to get a home inspection prior to the close of the real estate transaction.

Based on the information provided, counsel finds that Respondent disclosed the personal relationship they had with the sellers. Counsel believes knowledge of home defects are outside the scope of Respondent's duties and a home inspector would be the proper professional to advise on any defects within the property.

Counsel finds no evidence Respondent violated the rules and statutes and recommends this matter be dismissed.

**Recommendation: Dismiss**

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

74. **2023016841**  
**Opened: 4/17/2023**  
**First Licensed: 7/15/2020**  
**Expires: 7/14/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident and homebuyer. Respondent is an affiliate broker and served as the Complainant's agent in a real estate transaction. Complainant alleges Respondent provided Complainant with a contract to purchase land that Respondent did not have a right to sell. The complaint also alleges that there was a mobile home on the property that did not convey, and the acreage was really 14 instead of the 16.11 advertised.

Respondent acknowledged that they provided a contract with the incorrect information regarding the properties address. Respondent attached the original and updated contract. The original address did have the wrong address but was later corrected.

Counsel reviewed the advertisement for the property listing and found no issue. The property could be divided into two tracts or one large tract. Complaint's issues were that there was a mobile home on the property that did not convey, and the acreage was really 14 instead of the 16.11 advertised. Respondent would have been responsible to ensure the title was clear at the time of closing, but the transaction ended prior to that becoming an issue. Based on the documents provided of the lot, Respondent did not appear to intentionally deceive Complainant as to the acres being sold because all plot maps indicate 16.1 acres.

In reviewing the information provided, Counsel believes that Respondent did not act with due care when executing the contract with Complainant and although resolved, made an error that could have been costly. Additionally in the response, Respondent

mentioned that Complainant was still in verbal negotiations when Complainant revoked their offer. This is false since Complainant and Respondent had entered a contract for the sale of the property that showed a binding contract such as being signed by all parties and included a purchase price. Counsel finds it concerning that Respondent was not aware they entered a written contract.

Counsel finds no evidence Respondent violated the rules and statutes. However, it is concerning that Respondent had to be corrected by Complainant with the address and did not seem clear as to the real estate transaction being binding, especially after documents were signed by all parties. Therefore, Counsel recommends this matter be resolved with a Letter of Warning that specifically addresses the need for due care when executing a contract.

### **Recommendation: Letter of Warning**

**Commission Decision: The Commission voted to issue a Consent Order requiring Respondent complete a four (4) hour course in contracts to be completed in one hundred eighty (180) days above and beyond the continuing education requirements.**

75. **2023017561**  
**Opened: 4/17/2023**  
**First Licensed: 2/15/2022**  
**Expires: 2/14/2024**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident and homebuyer. Respondent is an Affiliate Broker and served as the Complainant's agent in a real estate transaction. Complainant alleges Respondent misrepresented vital information about the property. Complainant stated that they required the property needed to have no restrictions on the land but after the sale, Complainant discovered that the property had restrictive covenants when they moved a mobile home on the property, making the property unusable for their purposes.

Respondent's Principal Broker ("Principal Broker) submitted a response on Respondent's behalf. Principal Broker acknowledged that Complainant made the request for a property with no restrictions on it known to Respondent. Principal Broker stated that Complainant had a desire to build homes on the property not place mobile homes on the property. Additionally, there was no language in the documents

in the real estate transaction that mentioned a restrictive covenant. This is supported by Complaint's attached documents stating that the language including the restrictive covenant was not included in Complainant's deed.

Licenses have a duty to disclose any adverse facts of which the licensee has actual notice or knowledge. Here, it doesn't appear that Respondent had any knowledge of the restrictive covenant.

Based upon all these facts, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss**

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

76. **2023018551**

**Opened: 4/17/2023**

**First Licensed: 8/7/2007**

**Expires: 11/17/2024**

**Type of License: Principal Broker**

**History: 2010 civil penalty for failure to maintain E&O insurance**

This complaint was administratively opened against the Principal Broker. The original complaint was filed against unnamed real estate agent for failure to supervise a real estate agent regarding an advertising violation. Respondent failed to provide the firm name and telephone number listed on file with the Commission, conspicuously on each page of the website.

Respondent did not respond to this complaint but submitted a response to the original complaint. They stated that they were unaware of the website with the advertising information. Respondent spoke to real estate agent and had them fix the violation.

Counsel reviewed the website and found the number and firm name were conspicuously listed and prior violation has been corrected and there are no active listings on the website.

**New Recommendation: Dismiss**

**New Commission Decision: The Commission voted to assess a One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-312(b)(15).**

77. **2023011601**  
**Opened: 4/17/2023**  
**First Licensed: 7/19/2004**  
**Expires: 10/15/2024**  
**Type of License: Real Estate Firm**  
**History: 2023 Consent Order for Advertising Violation**

This is an administrative complaint opened after a previous Commission meeting related to complaint #202204657 for false advertising. This complaint was opened to be against the proper Respondent. After looking into the claims, Counsel does not believe this is the proper Respondent and believes they have identified the proper respondent.

Based upon all these facts, Counsel recommends this matter be dismissed and an administrative complaint be opened against the proper respondent.

**Recommendation: Dismiss**

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

78. **2023016491**  
**Opened: 4/17/2023**  
**First Licensed: 7/15/2021**  
**Expires: 7/14/2023**  
**Type of License: Real Estate Firm**  
**History: 2023 Agreed Citation for Advertising Violation**

Complainant is a licensed real estate agent. Respondent is an Affiliate Broker. Complainant alleges Respondent has been advertising under a name that is not registered with the Commission and is too like Complainant's registered name. This Complainant has already filed complaint #202300029 and complaint #202200048 with the same allegations against Respondent.

Complainant is concerned that the name of Respondent's firm is too like Complainant's firm name. The Commission has no authority to have Respondent

change their name. The next issue discussed in this complaint is Respondent has been advertising their business but it's not under an unregistered name. Counsel was advised that Respondent is in the process correcting the issue and has previously been assessed civil fines.

Based on the information provided, Counsel recommends this matter be dismissed

**Recommendation: Dismiss**

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

**The Commission recessed for the day at 12:00pm CDT.**

**The Commission reconvened at 8:30 AM CDT on June 15, 2023, for a contested case hearing and adjourned the meeting at 2:30 p.m. CDT.**