



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

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

The motion to approve March 8, 2023, agenda was made by Commissioner Smith and seconded by Commissioner Moffett. The motion passed unanimously.

The minutes for February 7, 2023, commission meeting was submitted for approval.

The motion to approve February 7, 2023, minutes was made by Vice-Chair Diaz and seconded by Commissioner Moffett. The motion passed unanimously. Commissioner Begley abstained.

INFORMAL APPEARANCE

Annisha Thomas appeared before the commission with her Principal Broker, Joel Sanders, to receive approval for her Affiliate Broker license.

The motion to approve Annisha Thomas was made by Vice-Chair Diaz and seconded by Commissioner Smith. The motion carried unanimously.

Clyde Harris appeared before the commission with his Principal Broker, Christopher Clabough, to receive approval for his Timeshare Salesperson license.

The motion to approve Clyde Harris was made by Commissioner Guinn and seconded by Commissioner Moffett. The motion carried unanimously.

Bryana Harris appeared before the commission with her Principal Broker, Travis Patterson, to receive approval for her Affiliate Broker license.

The motion to approve Bryana Harris was made by Vice-Chair Diaz and seconded by Commissioner Tucker. The motion carried unanimously.

WAIVER REQUEST

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

The motion to approve Ms. Carter's request was made Vice-Chair Diaz and seconded by Commissioner Moffett. The motion carried unanimously.

EDUCATION REPORT

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

The motion to approve courses M1-M36 was made by Vice-Chair Diaz and seconded by Commissioner Moffett. The motion passed unanimously.

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

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

EXECUTIVE DIRECTOR'S REPORT

Executive Director Maxwell updated the Commission on the topics below.

- **Errors and Omissions Insurance Update:** Director Maxwell updated the commission that March 3, 2023, would start the penalty phase for licensees suspended for lapse of E&O Insurance.
- **PSI Review:** Director Maxwell updated the commission that Commissioner Guinn and Commissioner Farris will participate in the PSI exam review on April 11, 2023. An update on the review will be given at the April meeting.
- **April Formal Hearing:** Director Maxwell advised the commission that a Formal Hearing is scheduled directly following the commission meeting on April 12, 2023.
- **CE Broker:** Director Maxwell answered questions and gave additional information on CE Broker vs. Public Search using CORE.
- **MAY COMMISSION MEETING:** The commission will meet in Jackson, TN.

COMMISSION DISCUSSION: The commission discussed “Broker Supervision” about Principal Brokers and agents in different locations. The Commission advised if agents or the public have an issue to open a complaint for further investigation.

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 1-58 with the exception of the following complaints, which were pulled for further discussion: **2022045741, 2022013321, 2022041951, 2022045651, 2022045661, 2022046571**

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

After further discussion by the Commission on complaint 2022045741, Vice-Chair Diaz motioned **to accept the counsel’s recommendation** Commissioner Farris seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2022013321, Vice-Chair Diaz motioned **to accept counsel's recommendation**. Commissioner Guinn seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint 2022044761, Commissioner Smith motioned **to accept the counsel's recommendation**. Commissioner Farris seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022041951**, Vice-Chair Diaz motioned **to accept the counsel's recommendation**, and Commissioner Smith seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022046561**, Commissioner Begley motioned **to issue a Letter of Warning to the Respondent as it applies reasonable skill and care in offering to enter MLS information and advertising for unlicensed individuals in limited-service listing agreements**. Commissioner Farris seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022045661**, Commissioner Moffett motioned **to assess a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity**. Commissioner Begley seconded the motion. The motion carried unanimously.

After further discussion by the Commission on complaint **2022046571**, Vice-Chair Diaz motioned **to accept counsel's recommendation**. Commissioner Smith seconded the motion. The motion carried unanimously.

Anna Matlock:

New Complaints:

- 1. 2022044701**
Opened: 10/31/2022
First Licensed: 4/4/1997
Expires: 1/12/2025
Type of License: Principal Broker
History: None

Complainant is anonymous. Respondent is a principal broker. Complainant provides information from a website stating Respondent was arrested for domestic assault and coercion of a witness. Complainant alleges Respondent is a danger to society and

must be held accountable for their actions. Complainant provides a copy of the website article a public criminal record check.

Respondent answered the complaint stating this is a pending court case and that no court decisions, judgments, or rulings have been made at this time. Respondent denies they have any active warrants. Based on the information provided, Respondent has yet to receive a guilty conviction, or enter a plea guilty to any of the mentioned crimes in the complaint. Further, the crimes mentioned in the complaint are not included in the offenses listed in Tenn. Code Ann. § 62-13-312(b)(12), that would lead to automatic revocation in Tenn. Code Ann. § 62-13-312(f). Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

2. **2022045761**
Opened: 11/14/2022
First Licensed: 10/1/2021
Expires: 9/30/2023
Type of License: Affiliate Broker
History: None

This complaint is related to complaint #3, REC-2022045741.

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges they attempted to purchase a property listed with Respondent and made an earnest money deposit. Complainant states the check was deposited on July 22, 2022 and cashed and Complainant has yet to recover the funds, though the pending deal was cancelled by the sellers and the sellers signed the earnest money release over twenty-one (21) days ago. Complainant states they have called several times and gone to several locations of Complainant's firm with no success. Complainant alleges Respondent and their principal broker have since left this firm and transferred to new firms.

Respondent answered the complaint stating they have never given "the run around and lied to" the Complainant or any other party in this transaction. Further, Respondent explains they have left their former firm and principal broker, Respondent in complaint #3 REC-2022045741, due to ethical and fraudulent

allegations. Respondent states this information was provided to Complainant's agent, including providing their former principal broker's contact information for Complainant to pursue the return of their earnest money. Tenn. Comp. R. & Regs. 1260-02-.09(4) states that principal brokers are always responsible for trust money accepted by them or their affiliate brokers, in accordance with the terms of the contract. Based on the information provided and as Respondent is the affiliate broker, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

3. **2022045741**
Opened: 12/12/2022
First Licensed: 8/25/2014
Expires: 8/24/2024
Type of License: Principal Broker
History: 2020081591 Closed and Flagged; 2020082771 Closed and Flagged; 2020082991 Closed and Flagged; 2021004741 Closed and Flagged

This complaint is related to complaint #2, REC-2022045761.

Complainant is a Tennessee resident. Respondent is a principal broker. Complainant alleges they attempted to purchase a property listed with Respondent's affiliate, Respondent in complaint #2 REC-2022045761, and made an earnest money deposit. Complainant states the check was deposited on July 22, 2022 and cashed and Complainant has yet to recover the funds, though the pending deal was cancelled by the sellers and the sellers signed the earnest money release over twenty-one (21) days ago. Complainant states they have called several times and gone to several locations of Complainant's firm with no success. Complainant alleges Respondent's affiliate broker and Respondent have since left this firm and transferred to new firms.

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

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

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

4. 2022045521

Opened: 11/14/2022

First Licensed: 9/3/1996

Expires: 3/31/2023

Type of License: Real Estate Firm

History: 2016 Consent Order

Complainant is a Tennessee resident. Respondent is a real estate firm. Complainant alleges a buyer and seller entered a purchase and sale agreement and paid earnest money to Respondent with a special stipulation related to the buyer working on rezoning. The parties closed on the transaction and the seller was paid in full, as was Respondent. Complainant states the contract provides the earnest money shall be disbursed at closing to be applied as a credit toward the buyers' purchase price. Complainant alleges Respondent is refusing to return the earnest money, and instead insisting the earnest money be interpleaded or paid to the seller. Complainant alleges as the transaction closed and no allegations of breach exist, Respondent has no right to file the interpleader. Complainant alleges Respondent believes the earnest money belongs to the seller because the property closed outside of the contract, which Complainant refutes as this only being due to Respondent's failure to obtain the property contract paperwork. Complainant alleges Respondent has breached their fiduciary duty as holder of the earnest money by permitting their attorney to file an interpleader. Lastly, Complainant believes Respondent has violated the rules by keeping listed for sale while the parties were under contract.

Respondent answered the complaint through their attorney ("RA"). RA explains Complainant executed the Purchase and Sale Agreement on behalf of the buyer and states Complainant's company was to conduct closing for the buyer, with the buyer paying earnest money to Respondent. RA states because of issues and omissions between the contract and ALTA statement, no earnest money was disbursed at closing. RA states the parties could not agree upon what to do with the earnest money, and per the Purchase and Sale Agreement, it was determined that interpleading the funds in conjunction with a court action was the most appropriate court action. RA denies Respondent has violated their fiduciary obligations to refund the earnest money, as interpleader is an option for disputes and RA and Respondent believe the Tennessee judiciary is best suited to determine the rights of the parties. RA also states they are unaware of any statute, rule, or regulation that requires a cessation of advertising a property while it is under contract, absent mention of such

in a contract. RA states the status in the MLS was up to date. RA denies any wrongdoing on behalf of Respondent and views the complaint as means for Complainant to circumvent the judicial process and coerce disbursement of the earnest money contrary to the contract. RA requests this complaint be dismissed and handled in court. Based on the information provided, Counsel finds no evidence to support Respondent violated any of the rules or statutes related to earnest money or advertising. Tenn. Comp. R. & Regs. 1260-02-.09(9) provides absent a demonstration of a compelling reason, earnest money shall be disbursed, interpleaded, or turned over to an attorney with instructions to interplead the funds within twenty-one days, and this was followed. Therefore, Counsel recommends this be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

5. **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.

**6. 2022043271
Opened: 11/21/2022
Unlicensed**

History: None

This complaint is related to complaint #7, REC-2022042751.

Complainant is anonymous. Respondent is an unlicensed individual. Complainant alleges Respondent works for a company, Respondent in complaint #7 REC-2022042751, that appears to have a team of eleven (11) real estate professionals and only two (2) are licensed. Complainant alleges the company's employees operate a growing real estate business that includes property management, acquisition, development, leasing, and disposition. Further, Complainant alleges the partners do not appear to be licensed and the company does not answer to any real estate group that would typically govern business practices.

Respondent did not submit a response. Based on the company's website, Respondent is listed as an "Acquisition Specialist" along with two (2) other individuals that hold the same title and hold active real estate licenses. Respondent's company is titled "[Redacted] Real Estate" and states "Being a full-service real estate firm allows us to capture a wide range of real estate opportunities in the [redacted city] area and throughout the Southeast...prioritizing building relationships with our sellers over our profitability." Also, the company has pages titled "Team Residential" and "Team Commercial" along with pages that have various properties in the redacted city. Based on the information provided, Counsel finds sufficient information to support unlicensed activity. Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-301.

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

Commission Decision: The Commission accepted counsel's recommendation.

- 7. **2022042751**
Opened: 11/28/2022
Unlicensed
History: None

This complaint is related to complaint #6, REC-2022043271.

Complainant is anonymous. Respondent is an unlicensed entity. Complainant alleges Respondent appears to have a team of eleven (11) real estate professionals and only two (2) are licensed. Complainant alleges Respondent's employees operate a growing real estate business that includes property management, acquisition, development, leasing, and disposition. Further, Complainant alleges the partners do

not appear to be licensed and Respondent does not answer to any real estate group that would typically govern business practices.

Respondent answered the complaint through their attorney (“RA”). RA states that Respondent is a limited liability company in the business of residential and commercial real estate and its partners and employees select their own titles yet act exclusively on behalf of Respondent. RA states that while some of their employees are licensed, “their activities do not fall within *Tenn. Code Ann. § 62-13-102 et. seq.*” RA states Respondent often engage outside brokers and that Respondent’s partners sign as representatives of the company, but do not act as brokers. RA alleges this complaint stems from an aggrieved resident that is fighting change in a neighborhood and harassing Respondent’s employees. RA requests this complaint be dismissed.

Respondent’s website states “Being a full-service real estate firm allows us to capture a wide range of real estate opportunities in the [redacted city] area and throughout the Southeast...prioritizing building relationships with our sellers over our profitability.” Also, the company has pages titled “Team Residential” and “Team Commercial” along with pages that have various properties in the redacted city. Further, Respondent has a section on their webpage that has a tab titled “Rental Properties” and states “Find Your Home” and “We currently offer 250+ rental properties across [redacted city] and [redacted state].” Based on the information provided, Counsel finds sufficient information to support unlicensed activity. Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-301.

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

Commission Decision: The Commission accepted counsel’s recommendation.

- 8. 2022045791**
Opened: 11/21/2022
First Licensed: 12/17/2015
Expires: 12/16/2023
Type of License: Affiliate Broker
History: None

Complainant and Respondent are affiliate brokers. Complainant alleges on or about March 21, 2022, Respondent called them a derogatory racial slur, and it later resulted in Complainant and two (2) other agents’ wrongful termination. Complainant states

they reported this to their local association and no action has occurred. Complainant alleges they cannot sue for wrongful termination as they were an independent contractor. Further, Complainant states they were terminated, along with the witnesses, for filing a grievance against Respondent without the permission of their principal broker. Complainant provides they have a complete file of everything that took place with statements from witnesses and is requesting assistance from the Commission.

Respondent answered the complaint stating the incident stemmed from an occurrence during a transaction with Complainant related to repairs and an inspection report. Respondent alleges on the day of closing; Complainant was missing along with the closing documents. Respondent states they went to Complainant's preferred title company to seek the documents and upon arrival they were required to wait for Complainant to return. Upon their arrival, Respondent alleges Complainant began to yell at them, and Respondent explained to Complainant they were only there to drop off the documents and request the title company to release the funds to their client. Respondent alleges Complainant also called them a derogatory racial slur, and Respondent admits calling Complainant a curse word but denies using any racial connotation. Respondent confirms Complainant filed an ethics complaint against them and did hear Complainant was broker released for failure to abide by company policies and procedures prior to filing an ethics complaint against a fellow agent without consult with their principal broker. Based on the information provided, this matter falls outside of the jurisdiction of the Commission as it relates to professionalism and ethics. This is an issue for the association level, which appears to already have a pending complaint. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

- 9. 2022047821**
Opened: 11/21/2022
First Licensed: 2/8/2008
Expires: 10/6/2023
Type of License: Principal Broker
History: 2016 Consent Order

Complainant is a Tennessee resident. Respondent is a principal broker. Complainant alleges their child ("CC") is an affiliate broker of Respondent and Complainant is their client. Complainant alleges the purchase of the property was contingent upon

an agreement to split the commission of both properties once the transactions were complete. Complainant states CC was broker released by Respondent in September without reason, despite multiple attempts to contact Respondent. Following this, Complainant alleges they requested release from their new construction agreement with Respondent, but Respondent refused and filed a complaint with the Commission against CC. Complainant alleges this complaint caused CC to be broker released by CC's new firm and believes Respondent's actions to be malicious and an attempt to affect CC's livelihood to earn a living. Complainant requests release from their contract and for CC to receive the new construction listing with CC's new firm.

Respondent answered the complaint stating Complainant signed a listing agreement in April of 2022, and CC joined their firm after moving their license into an active status in the middle of April. On or about September 19, 2022, Respondent states CC was broker released from their firm and notified of the decision via email. Respondent confirmed Complainant requested release from the agreement, but Respondent stated they would not as they had upheld their obligation to Complainant and their spouse in the purchase of their property. Respondent denies any involvement with CC's release from CC's latest firm, and states they have breached no duty nor interfered with CC's ability to earn a living. Respondent closes stating it is not possible for CC to obtain the listing as a different agent is currently assigned the property. Complainant filed a rebuttal providing Respondent verbally agreed with CC to split the commission of the sale of the two (2) properties and the listing agreement was contingent upon CC receiving a commission from each property. Complainant states releasing CC means Respondent would receive the full commission and believes Respondent has acted in bad faith. Complainant reiterates their desire for CC to be the buyer's agent.

Based on the information provided, the Commission does not have the authority to remove one agent from a Purchase and Sale Agreement and substitute another. Any contractual disputes are reserved for a court of competent jurisdiction. Further, after a review of the facts, Counsel finds no violation of the rules or statutes by Respondent. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

**10. 2022048401
Opened: 12/5/2022**

First Licensed: 1/13/2022
Expires: 1/12/2024
Type of License: Affiliate Broker
History: None

Complainant is anonymous. Respondent is an affiliate broker. Complainant alleges Respondent is making unsolicited calls “pestering” individuals to sell their properties.

Respondent answered the complaint stating part of their job as a sales agent includes cold calling, but during this process they are never rude, do not call people repeatedly, and never call the “Do Not Call” registry. Respondent states their employer uses a system to ensure the selected list is scrubbed of “Do Not Call” registrants and promptly conclude any calls with any individuals that are not interested. Respondent concludes stating they understand calls may be frustrating, but anytime an individual is requested to be removed from the list, Respondent does so. 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.

11. 2022048761
Opened: 12/12/2022
First Licensed: 7/19/2004
Expires: 10/15/2024
Type of License: Real Estate Firm
History: None

Complainant is an affiliate broker. Respondent is a real estate firm. Complainant alleges Respondent has multiple social media advertisements that do not mention Respondent is a real estate firm or provide the firm information. Complainant states they sent Respondent a message informing them of the advertising violation and received no response. Complainant provides several screenshots.

Respondent answered stating they have reviewed the complaint and the listings and added the firm name and number to each of the items to comply. Respondent states they do have that information on the profile, which can easily be accessed, however,

that platform now has added an additional click to get to that information than originally contemplated. Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) requires that all advertising list the firm name and telephone number as listed on file with the Commission. As this is a first-time advertising violation, Counsel recommends Respondent be assessed a Five Hundred Dollar (\$500.00) civil penalty. Additionally, Counsel recommends an administrative complaint be opened against Respondent's principal broker, as all advertising shall be under the direct supervision of the principal broker.

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

Commission Decision: The Commission accepted counsel's recommendation.

12. 2022038261
Opened: 1/9/2023
First Licensed: 12/21/1993
Expires: 2/7/2024
Type of License: Real Estate Broker
History: None

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

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

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted counsel's recommendation.

- 13. 2022038241**
Opened: 1/18/2023
First Licensed: 4/12/2013
Expires: 1/29/2025
Type of License: Principal Broker
History: None

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

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

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted counsel's recommendation.

- 14. 2022038321**
Opened: 1/18/2023
First Licensed: 6/18/2013
Expires: 5/25/2023
Type of License: Affiliate Broker
History: None

This is an administrative complaint. Respondent is an affiliate broker. Upon an audit of the Commission's education records, it was discovered Respondent renewed their real estate license without completion of the required one hundred twenty (120)

hours of post broker continuing education hours within three (3) years from the date of obtaining Respondent's original license as per Tenn. Code Ann. § 62-13-303(h). At the August 29, 2022, meeting, the Commission agreed to permit the impacted licensees ninety (90) days to complete the remaining deficient hours of the required one hundred twenty (120) hours or downgrade their license to an affiliate real estate broker. Impacted licensees were informed failure to complete the hours by the allotted deadline, would result in an administrative complaint.

Respondent chose to downgrade their license to an affiliate real estate broker. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

15. **2022038371**
Opened: 1/18/2023
First Licensed: 12/6/2006
Expires: 7/28/2024
Type of License: Principal Broker
History: None

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

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

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted counsel's recommendation.

- 16. 2022038391**
Opened: 1/18/2023
First Licensed: 2/8/2006
Expires: 8/9/2023
Type of License: Principal Broker
History: 2016 Consent Order

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

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

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted counsel's recommendation.

- 17. 2022038461**
Opened: 1/18/2023
First Licensed: 3/6/2014
Expires: 9/7/2024 (E&O Suspension 1/15/2023)
Type of License: Principal Broker
History: 2018 Letter of Warning; 2021 Consent Order; 2021 Consent Order

This is an administrative complaint. Respondent is a principal broker. Upon an audit of the Commission's education records, it was discovered Respondent renewed their

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

Respondent completed their required hours by the deadline and is compliant. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

18. 2022038571
Opened: 1/18/2023
First Licensed: 10/6/2005
Expires: 9/10/2023
Type of License: Principal Broker
History: 2019 Consent Order

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

Respondent completed their required hours by the deadline and is compliant. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

- 19. 2022038611**
Opened: 1/18/2023
First Licensed: 3/16/2006
Expires: 10/31/2024
Type of License: Real Estate Broker
History: None

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

Respondent completed their required hours by the deadline and is compliant. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

- 20. 2022038651**
Opened: 1/18/2023
First Licensed: 6/11/2013
Expires: 11/23/2023
Type of License: Principal Broker
History: None

This is an administrative complaint. Respondent is a principal broker. Upon an audit of the Commission's education records, it was discovered Respondent renewed their real estate license without completion of the required one hundred twenty (120) hours of post broker continuing education hours within three (3) years from the date

of obtaining Respondent's original license as per Tenn. Code Ann. § 62-13-303(h). At the August 29, 2022, meeting, the Commission agreed to permit the impacted licensees ninety (90) days to complete the remaining deficient hours of the required one hundred twenty (120) hours or downgrade their license to an affiliate real estate broker. Impacted licensees were informed failure to complete the hours by the allotted deadline, would result in an administrative complaint.

Respondent completed their required hours by the deadline and is compliant. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

21. 2022038681
Opened: 1/18/2023
First Licensed: 8/18/2005
Expires: 12/6/2024
Type of License: Real Estate Broker
History: None

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

Respondent completed their required hours by the deadline and is compliant. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

22. 2022038741
Opened: 1/18/2023
First Licensed: 11/16/2006
Expires: 12/19/2023
Type of License: Real Estate Broker
History: None

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

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

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted counsel's recommendation.

23. 2022038771
Opened: 1/18/2023
First Licensed: 11/27/2007
Expires: 12/22/2024
Type of License: Principal Broker
History: None

This is an administrative complaint. Respondent is a principal broker. Upon an audit of the Commission's education records, it was discovered Respondent renewed their real estate license without completion of the required one hundred twenty (120) hours of post broker continuing education hours within three (3) years from the date of obtaining Respondent's original license as per Tenn. Code Ann. § 62-13-303(h).

At the August 29, 2022, meeting, the Commission agreed to permit the impacted licensees ninety (90) days to complete the remaining deficient hours of the required one hundred twenty (120) hours or downgrade their license to an affiliate real estate broker. Impacted licensees were informed failure to complete the hours by the allotted deadline, would result in an administrative complaint.

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

Recommendation: Downgrade license to affiliate real estate broker.

Commission Decision: The Commission accepted counsel's recommendation.

TIMESHARES

- 24. 2022045871**
Opened: 12/5/2022
First Licensed: 11/29/2006
Expires: 11/28/2024
Type of License: Real Estate Firm
History: 2017 Consent Order

Complainant is an out of state resident. Respondent is a timeshare company. Complainant alleges they were approached by Respondent and offered a gift to attend a presentation. Complainant alleges they met with a sales representative that informed them about vacations, offered Complainant free items, promised VIP status, and mentioned how a timeshare would be a great investment for the future and could be easy to sell or rent. Complainant states they expressed concerns about whether they could afford the timeshare but purchased a small package and were offered out of maintenance fees. Following purchase, Complainant realized the number of points would not allow them to vacation anywhere and they were unaware of the limited time to cancel until Complainant viewed the contract. Complainant now owes Respondent money and is unable to book with their points or travel.

Respondent answered the complaint stating Complainant signed a contract on August 16, 2021, and denies any form of misrepresentation. Respondent states at the time of purchase the type, location, and use of product being purchased, cancellation

rights, and legal disclosures. Respondent provides Complainant defaulted on their associated purchase and their membership was terminated. Though Respondent denies any wrongdoing, Respondent is offering to release Complainant from their purchase agreement and delete any related credit information. However, Respondent denies offering Complainant a refund and will require Complainant to sign a release. Based on the information and documents provided by Complainant and Respondent, Counsel finds no evidence that Respondent violated the rules and statutes as Complainant signed the Purchase and Sale Agreement and the rescission period has expired. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

25. 2022042501

Opened: 11/21/2022

First Licensed: 8/23/2017

Expires: N/A

Type of License: Time Share Registration

History: None

Complainant is an out of state resident. Respondent is a timeshare company. Complainant requests cancellation from their timeshare, stating they are mentally exhausted and feel used and taken advantage of by Respondent. Complainant alleges Respondent made a false advertisement as they were not able to book vacations as promised, nor were they told of the actual costs of the timeshare and purchased credit card. Complainant alleges Respondent's tactics were dishonest and fraudulent and believes they are entitled to contract cancellation. Complainant provides no evidence to support their allegations.

Respondent answered the complaint stating Complainant purchased a membership interest on September 3, 2022, and received an annual allocation of points that provides a variety of options and offerings for locations and vacations. Respondent states that all sales presentations are optional, and guests may leave as desired. Respondent states all reservations are available on a first come, first-serve basis and are based on availability. Additionally, Respondent provides that the contract documents signed by Complainant disclose financial obligations and purchasers are given rescission rights that provide them the opportunity to carefully review and reconsider all provisions in the contract. Based on the information received, Respondent finds no information to substantiate the allegations made by

Complainant and deny their cancellation request. Based on the information and documents provided by Complainant and Respondent, Counsel finds no evidence that Respondent violated the rules and statutes as Complainant signed the Purchase and Sale Agreement and the rescission period has expired. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

26. 2022044121

Opened: 11/21/2022

First Licensed: 8/23/2017

Expires: N/A

Type of License: Time Share Registration

History: None

Complainant is a Tennessee resident. Respondent is a timeshare company. Complainant states they went on vacation at one of Respondent's properties and attended a sales presentation. Complainant states during the sales presentation the representative showed them extravagant rooms and explained the benefits of the timeshare versus other lodging options. Complainant alleges when they attempted to discuss things alone the representative often interrupted them and they felt irritated, rushed, and pressured. Complainant alleges the whole process from start to contract signing lasted five (5) hours. After making their purchase, Complainant alleges they began to encounter communication difficulties with their representative and then directly with Respondent. Complainant alleges after doing research they discovered the points were not as they believed, nor were the offerings, accommodations, fees, or future sale prospects. Complainant believes they were lied to, the information was inaccurate, and states their trust was broken. Complainant seeks termination of their contract.

Respondent answered the complaint stating Complainant entered a purchase agreement on May 30, 2022. Upon a visit at their resorts, Respondent states guests may be invited to sales presentations, but these presentations are voluntary, and guests may leave when they choose. Respondent states the contract documents signed by Complainant are specifically written disclosures concerning ownership, discounts, down payments, assessments and loan payments, programs, resale assistance, rental income, investment, and tax benefit. Respondent also states Complainant reviewed a PowerPoint presentation with a review of the ownership benefits, contact information, rescission rights, and all other contract provisions.

Respondent details several contacts made by Complainant following their contract execution in June and October. Based on the information received, Respondent finds no information to substantiate the allegations made by Complainant and deny their cancellation request. Based on the information and documents provided by Complainant and Respondent, Counsel finds no evidence that Respondent violated the rules and statutes as Complainant signed the Purchase and Sale Agreement and the rescission period has expired. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

CASES TO BE REPRESENTED

27. 2022013321

Opened: 5/16/2022

Unlicensed

History: None

The Complainant is a Tennessee resident. The Respondent is unlicensed. The Complainant claims she contacted the Respondent about renting a house. The Respondent then sent her a rental application, requesting bank account information. The Respondent says that her out-of-state friend "asked me to list" certain properties for rent but says little else. The Respondent does not deny that she sent the Complainant a rental application or that she manages more than one rental property. It is unknown if the Respondent is managing the subject properties for some form of payment or consideration (statute requires it). In this instance, asking for bank account information may be moving more beyond what a resident manager is limited to in the statutory exemption.

Recommendation: Letter of Instruction regarding resident manager limitations under unlicensed activity in violation of Tenn. Code Ann. § 62-13-104(a)(1)(E).

Commission Decision: The Commission voted to assess a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity. However, should Respondent be licensed within thirty (30) days of receipt of the Consent Order, the civil penalty shall be reduced to Five Hundred Dollars (\$500.00).

New Information: Following dissemination of the consent order, Respondent contacted Counsel and stated they were unaware that a license was required and sincerely apologizes for their actions and would like to rectify the issue. However, Respondent is unable to financially afford the civil penalty at this time as their house caught fire in August 2022 and subsequently Respondent lost all their possessions and are currently residing in a rental property. Therefore, due to these exigent financial circumstances, Respondent is requesting the Commission reduce their civil penalty to Five Hundred Dollars (\$500.00), so that Respondent may pay this amount over time in a payment plan. Respondent offered to provide Counsel copies of the police and fire reports to support their claim. As Respondent intends to pay the civil penalty, sign the consent order, and take responsibility, Counsel recommends Respondent's civil penalty be reduced to Five Hundred Dollars (\$500.00).

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

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

Jeffrey Caudill:

New Complaints:

28. 2022043791

Opened: 11/7/2022

First Licensed: 8/5/2009

Expires: 6/30/2024

Type of License: Principal Broker

History: None

Complainant is a principal broker. Respondent is a principal broker.

Complainant alleges on October 17, 2022, Respondent refused to release an agent that wanted to transfer to Complainant's brokerage. Complainant states that the same thing has happened to two other agents that wanted to transfer to Complainant's brokerage.

Respondent states it has never delayed in signing a TREC release form that is properly executed. Respondent states it has made it a practice to insist that the other broker sign first because in the past it has been fined by Realtracs when it has signed the transfer without the new brokerage signing and the new brokerage failed to file the transfer. Respondent states it has discussed this specifically with Complainant

who had promised to send the executed document but failed to do so. Respondent states if an agent wants to be released, it will sign a broker release and send the license back to the state. Respondent further states that it does not delay anyone transferring to another brokerage but also protects itself from unaffiliated agents being on Respondent's roster.

Counsel's opinion is that Respondent complied with TREC rules and regulations. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

29. 2022044281

Opened: 11/7/2022

First Licensed: 1/26/2015

Expires: 7/8/2024

Type of License: Principal Broker

History: None

Complainant is a principal broker. Respondent is a principal broker. Complainant states Respondent informed Complainant on August 1, 2022, that it would be leaving at the end of the month as the principal broker of the firm owned by Complainant to start its own brokerage firm. Complainant states Respondent, prior to signing the principal broker release on August 8, 2022, released 12 agents on August 8, 2022, from Complainant's company to Respondent's company. Complainant states Respondent was actively advertising Respondent's new brokerage prior to August 8, 2022, which is the date Respondent left Complainant's brokerage. Complainant states Respondent's actions took its brokerage from 24 agents to 12. Complainant states that since the departure of Respondent, 3 additional agents have left for other brokerage firms.

Respondent states it informed Complainant on August 1, 2022, that it would be leaving to open its own firm. Respondent states Complainant asked it to stay for 30 days as principal broker to help with the transition and train some staff. Counsel notes that Respondent provided email correspondence from August 2, 2022, with a TREC asking for clarification about being the principal broker for 2 brokerages at the same time while the transition occurs. Counsel notes the TREC representative informed Respondent that it was permissible to be the principal broker at both brokerages and if Respondent was questioned by TREC to let them know that the

most recent application is for Respondent's own firm. Respondent states that advertising for the new firm did not go live on the internet until September 1, 2022, as evidenced by a website hosting company receipt.

Counsel notes that Respondent sought advice from TREC regarding the move to the new brokerage and that Respondent complied with the direction given by TREC. Counsel's opinion is that Respondent did not violate any TREC enforceable law or regulation. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

30. 2022044911

Opened: 11/7/2022

First Licensed: 9/12/2014

Expires: 8/31/2024

Type of License: Principal Broker

History: None

Complainant is a buyer. Respondent is a principal broker.

Complainant states it used Respondent as their agent and went "under contract" for a house on June 18, 2022. Complainant states it asked Respondent to make sure the closing would be after September 15, 2022, and because interest rates were rising, to make sure the contract could be voided, and Complainant's earnest money returned. Complainant states that interest rates changed to the point that financing was denied. Complainant states Respondent breached confidentiality by discussing its situation to mutual friends at an event on September 24, 2022.

Respondent states Complainant wanted to make an offer on a new construction home. Respondent states the builder would not use a TREC form but instead wanted to use their own contract. Respondent states it told Complainant that it is not an attorney, and that Complainant should seek guidance from an attorney before proceeding. Respondent states Complainant wanted to move forward with an offer which was accepted. Respondent states Complainant wanted to terminate the contract and get its earnest money returned at which time Respondent states it reached out to the title company who told Respondent they could not return the earnest money. Respondent states its understanding was that Complainant terminated its relationship with the finance company and that financing was not denied to Complainant which according to the contract would justify a termination

of contract and return of earnest money. Respondent states Complainant terminated the relationship with Respondent on October 10, 2022. Further, Respondent states it was hosting an engagement party on September 24, 2022, at Respondents home. Respondent states Complainant and Complainant's fiancé were at the party and that the fiancé was extremely intoxicated. Respondent states the fiancé approached Respondent while standing with another mutual friend at the party stating it understood Respondent was doing everything it could to get their earnest money returned. Respondent stated that it did not divulge any confidential information regarding the Complainant to anyone.

Counsel's opinion is that Respondent acted in accordance with applicable TREC laws and regulations. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

31. 2022044961

Opened: 11/7/2022

First Licensed: 5/20/2021

Expires: 5/19/2023

Type of License: Affiliate Broker

History: None

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

Complainant states it has an exclusive representation agreement with a client and has shown the client approximately 15 houses. Complainant states Respondent has been with the client at most of the showings but never indicated Respondent was a TREC licensee. Complainant states Respondent negotiated a contract between the client and another agent for a property.

Respondent states the client referred to by Complainant is Respondents friend. Respondent states it deals in commercial real estate and never indicated that it represented the client. Respondent states it was present during the negotiations between the client and the listing agent but only as the client's friend and not its agent. Respondent states the client/friend made an offer on the home as a self-represented buyer and Respondent states there are no written or verbal agreements between the client/friend and Respondent and Respondent states it is not receiving a commission or other valuable consideration as part of the transaction. Respondent states it did not represent the client/friend in the transaction.

Counsel's opinion is there is no evidence to suggest Respondent violated any TREC rules. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

32. 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.

33. 2022044651

Opened: 11/14/2022

First Licensed: 10/31/1988

Expires: 5/8/2023

Type of License: Principal Broker

History: None

Complainant is a seller. Respondent is the listing agent. Complainant states it signed a contract to sell a property on August 5, 2022. Complainant states Respondent verbally said it was also the buyer's agent. Complainant states Respondent showed the property to the buyer multiple times even after the contract was signed. Complainant states Respondent left the buyer unattended at the home during a showing. Complainant states Respondent agreed to remove the listing on October

16, 2022, but the listing remained active on October 21, 2022. Respondent states the buyer was unrepresented and that Respondent represented Complainant. Respondent states the buyer did visit the property multiple times and that Respondent was present to look out for the sellers' interests. Respondent states the buyer did view the property once on his own and the sellers were aware. Respondent states that it always locked the property after each visit. Respondent states the seller went into a rage when Respondent informed Complainant that the buyer's sale had fallen through and the buyer would not be moving forward with the purchase. Respondent states the listing was removed as soon as the title company received a signed release to disburse the earnest money back to the buyer. Counsel's opinion is Respondent acted in accordance with all TREC rules and regulations.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

34. 2022045501

Opened: 11/14/2022

First Licensed: 2/4/2013

Expires: 2/3/2019

Type of License: Principal Broker

History: None

Complainant is a renter. Respondent is the owner of the rental property.

Complainant states Respondent posed as a licensed realtor on Zillow leasing in May 2021. Complainant alleges Respondent hired unlicensed contractors to perform illegal renovations, repairs, and painting to the dwelling releasing toxic lead paint dust, asbestos, and extensive mold growth inside the air duct system, and faulty electrical wiring. Complainant states its family including 2 minor children became ill and faced life threatening illness. Complainant states Respondent forced it to carry \$500,000 in rental insurance with Respondent as additional insured. Complainant says the EPA has a complaint open against Respondent and Complainant has filed complaints against Respondent with the county health department, and the BBB. Complainant states Hiller Project manager who performed an emergency inspection of Respondents property on January 29, 2022, noted the air ducts had not been services since 1965 based upon contents found within. Complainant states that black, green, and white mold were found in the ducts, lead paint dust chips in the air ducts, lead in the water supply, and asbestos fibers strewn throughout the home.

Respondent states it owns the property and does not portray itself as a licensed agent. Respondent states it is suing Complainant for non-payment of rent.

Counsel notes that Respondent owns the property and is not required to be licensed by TREC to manage the property. Counsel also notes the allegation against Respondent appear very egregious and Counsel understands that complaints have been filed with other agencies against Respondent.

Counsel recommends the complaint be dismissed by TREC but referred to the Attorney General, Consumer Protection Division for further oversight.

Recommendation: Dismiss and refer to Consumer Protection.

Commission Decision: The Commission accepted counsel's recommendation.

35. 2022045841

Opened: 11/14/2022

First Licensed: 7/30/2013

Expires: 7/29/2023

Type of License: Affiliate Broker

History: None

Complainant is a buyer. Respondent is the listing agent.

Complainant states Respondent knowingly failed to disclose a geological defect in the property, a sinkhole, and attempted to hide the land problems from Complainant. Complainant states it completed a contract to purchase the vacant property on September 11, 2022. Complainant states its builder managed to get information reflecting a known sinkhole on the property restricting the buildable area on the lot. Complainant states the previous buyers contract fell through because they could not get a septic permit for the property even though the property had city sewer.

Respondent states there was no failure to disclose any geological defect. Respondent states it was told by the seller there was a buffer zone on the property but no sinkhole. Respondent states it has no knowledge of a previous contract regarding a septic tank but points out that the property has all underground utilities. Respondent states that nothing was disclosed to Respondent about the property and there is no required form for lots and land. Respondent states that several amendments / addendums

were sent back and forth between Complainant and sellers, but the parties did not come to an agreement.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

36. 2022046181

Opened: 11/14/2022

First Licensed: 10/3/2017

Expires: 1/13/2023

Type of License: Principal Broker

History: None

Complainant is a buyer. Respondent is the owner/agent.

Complainant states on September 24, 2021, it entered a contract to purchase a home from Respondent. Complainant states its lender sent an appraiser who was informed by Respondent that it had just had an appraisal done and it was not needed. Complainant states Respondent argued that the appraisal should have been higher. Complainant states Respondent's actions compromised the appraisal necessitating a different appraiser and thus requiring an extension on the closing date. Complainant states Respondent refused to grant a closing extension and relisted the property for sale on November 2, 2021, even though their contract to purchase expired on November 3, 2021.

Respondent states the contract to sell its home to Complainant was entered into on September 18, 2021, and Complainant was pursuing conventional financing. Respondent states person called on October 13, 2021, who identified themselves as an appraiser and asked whether there had been a recent appraisal done on the property. Respondent states there had been a recent appraisal and that the appraiser asked it to send a copy. Respondent states it received an email the next day from the appraiser saying, "Received. Thank you.". Respondent states it received a call a few days later from the appraiser's supervisor stating they could no longer do the appraisal because the Respondent emailed the copy of the previous appraisal. Respondent states it was fully willing to honor the contract by the closing date of November 3, 2021, but states it was informed on November 2, 2021, that the Complainant would not be able to close and was asking for an extension to which Respondent declined. Respondent states it received a notification from

Complainant's agent on November 2, 2021, indicating the Complainant was exercising their right to terminate the purchase agreement and receive its earnest money back.

Counsel's opinion is that Respondent acted in accordance with applicable TREC rule and regulations. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

37. 2022041461

Opened: 11/14/2022

First Licensed: 2/1/2002

Expires: 6/6/2023

Type of License: Real Estate Firm

History: None

Complainant purchased a timeshare. Respondent is a real estate firm.

Complainant states it purchased a timeshare in December 2018 from Respondent in Tennessee. Complainant states it was lied to and pressured to sign the contract. Complainant states it repeatedly told the agent for Respondent that it could not afford the timeshare, asked for the gift for attending, and wanted to leave. Complainant states it has not been provided a copy of the contract. Complainant states it purchased a timeshare that it has never seen and wants to have the contract cancelled.

Respondent states Complainant purchased the timeshare on November 3, 2018. Respondent states Complainant signed acknowledgment that it was provided with copies of all disclosures and that Complainant had a 10-day rescission period upon which to cancel the purchase. Complainant states the contract was not cancelled during the rescission period.

Counsel states that evidence is lacking that would support a finding that a violation of TREC rules and regulations occurred by Respondent. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

38. 2022041951
Opened: 11/14/2022
First Licensed: 9/12/2016
Expires: 9/11/2022
Type of License: Real Estate Firm
History: None

Complainant is lessee. Respondent was a property management company; however, Counsel notes Respondent license expired on September 11, 2022, and it is also uninsured. Complainant states Respondent has sued Complainant for a balance Complainant state was paid. Respondent did not respond to the complaint. Counsel recommends a civil penalty of \$1,000 for unlicensed activity.

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

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

39. 2022043051
Opened: 11/14/2022
First Licensed: 9/29/2009
Expires: 9/28/2023
Type of License: Real Estate Firm
History: None

Complainant purchased a timeshare. Respondent is a real estate firm.

Complainant states it purchased a timeshare from Respondent but cannot book vacations at the times when it can go. Complainant states Respondent lied about how it could book a vacation and said things would be better if it would purchase more points. Respondent states Complainant purchased a mini vacation in March 2015 and scheduled the vacation in June 2015 at which time Complainant purchased a pre-paid vacation package. Respondent states Complainant attended another sales presentation in March 2016 electing to purchase additional timeshare interests. Respondent states Complainant elected to purchase additional time share interest in August 2021.

Counsel notes that Respondent does not appear to have violated TREC rules and regulations. Counsel also notes the complaint was forwarded to the Tennessee Attorney General, Consumer Affairs section for their action. Counsel recommends dismissal of the complaint.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

40. 2022046041

Opened: 11/14/2022

First Licensed: 1/1/1901

Expires: 7/10/2024

Type of License: Real Estate Firm

History: None

Complainant is a renter. Respondent is a real estate firm.

Complainant states it was having trouble getting to see potential rental properties because of Respondent. Complainant states getting repairs made through Respondent are difficult. Complainant states Respondent will not allow its mother to reside at the residence. Complainant states the Respondent did not install a smoke detector, that mold is growing in the residence, and the refrigerator and freezer are not working properly.

Respondent states it told Complainant on several occasions that it Complainant must apply and qualify prior to viewing any property. Respondent states it explained to Complainant on multiple occasions how the process works and that every applicant must be treated the same to adhere to the Fair Housing Act. Respondent states Complainant called in a work order on August 18, 2022, and the vendor tried numerous times to reach Complainant to schedule an appointment which eventually scheduled for August 26, 2022, with work completed to replace a faucet and supply lines on September 1, 2022. Respondent stated Complainant called in a work order for "no heat" on October 10, 2022, and Respondent's vendor contacted Complainant the same day and explained to Complainant that it needed to get contact the gas company to get the utility turned on. Respondent states that Complainant signed the lease on August 17, 2022, and as of September 23, 2022, Complainant had failed to put the electric in Complainants name. Respondent states it had the electric turned off. Respondent states that as of October 10, 2022, the water was still in Respondents name and Respondent had the water turned off. Respondent states it explained to Complainant that its mother cannot reside with the Complainant unless and until the mother has completed an application, been approved, and added to the lease agreement. Respondent states it received numerous complaints about the Complainant and its family and reminded Complainant in a letter that per the lease, no alterations are to be made to the property because Complainant had removed

shrubs from the rear of the property and burned them in the yard. Respondent states Complainant never mentioned not having enough smoke detectors. Respondent states they will correct the smoke detector issue immediately. Respondent states they received no complaints regarding mold but will have a vendor check for mold. Respondent also states they have no work order regarding the refrigerator or freezer but will send an appliance technician to check on these items.

Counsel's opinion is that Respondent acted in accordance with all TREC rules and regulations. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

41. 2022042701

Opened: 11/21/2022

First Licensed: 7/3/1995

Expires: 6/23/2024

Type of License: Affiliate Broker

History: None

Complainant is a citizen of Tennessee. Respondent is an affiliate broker.

Complainant states it had been utilizing a property for 15 years and was going the legal process to possibly obtain the property by adverse possession. Complainant states Respondent threatened property damage and trespassing by threatening to have a shed removed. Counsel notes that by Complainant's admission, an injunction was filed against Complainant, causing a criminal record according to Complainant, and that the property was closed.

Respondent sent an email on October 26, 2022, to TREC asking if the TREC had received the response from Respondent. Counsel cannot find any other document from Respondent but does believe Respondent may have responded to the complaint.

Counsel notes that by taking everything the Complainant said as factual then the Respondent has still not violated any TREC law. Counsel notes that Complainant never held title to the property in question and according to the Complainant's own statement, the court agreed and allowed the property to be sold. Counsel recommends this complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

42. 2022045651

Opened: 11/21/2022

First Licensed: 1/26/1998

Expires: 10/20/2024

Type of License: Principal Broker

History: None

Complainant is a TREC licensee. Respondent is a TREC licensee. This complaint is related to complaint # 2022045661, complaint #43.

Complainant states Respondent is listing property and the associated email address directs potential buyers to another unlicensed individual.

Respondent states the seller flips properties. Respondent states that per the listing instructions, the seller handles all showings, inquires, and negotiations themselves and Respondent states a limited-service listing agreement is used. Respondent states it lists their properties in the MLS and Respondent directs all calls and inquiries to seller. Respondent states seller pays no commission but instead a flat fee. Further, Respondent states the seller offers no commission to any brokerage and if a buyer's agent is involved in the transaction, then that agent must request a commission be paid by the seller or by their client.

Counsel recommends discussing the complaint.

Recommendation: Discuss.

Commission Decision: The Commission voted to issue a Letter of Warning to Respondent as it applies reasonable skill and care in offering to enter MLS information and advertising for unlicensed individuals in limited-service listing agreements.

43. 2022045661

Opened: 11/21/2022

Unlicensed

History: None

This complaint is related to complaint # 2022045651, complaint #42.

Complainant is a TREC licensee. Respondent is unlicensed.

Complainant states Respondent is conducting unlicensed real estate activity by using its email address in connection to property that is listed in the MLS. Respondent states it is an employee of a wholesale real estate investor. Respondent states the investor contracts to obtain equitable title to the property and acquired the right to simultaneously market the property for sale as the owner. Respondent states the properties are listed by a flat fee broker who does not represent Respondent or Respondents employer in the transactions. Respondent states it does not represent itself as a real estate agent and is instead represented as the seller.

Counsel recommends discussing the complaint.

Recommendation: Discuss.

Commission Decision: The Commission voted to assess a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity.

44. 2022045911
Opened: 11/21/2022
First Licensed: 9/3/2019
Expires: 9/2/2023
Type of License: Affiliate Broker
History: None

Complainant is a private real estate developer. Respondent is a TREC licensee.

Complainant states Respondent is interfering in the sales of their property. Complainant states Respondent called various persons, slandering both Complainants personal and business reputation within the community. Complainant states Respondent enlisted the help of a local Commissioner to both defame Complainant within the community and put a stop to the sales of Complainants properties. Complainant states it experienced several complaints from government agencies ranging from local to state that slowed and/or halted Complainants progress in selling the property. Complainant states Respondent was issued a cease-and-desist letter from its attorney on October 14, 2022. Complainant states that following the issuance of the cease and desist, Respondent attended an October 17, 2022, Commission meeting with its mother whom Respondent posed as a separate complainant. Complainant states, in the audio from the Commission meeting, Respondent states it had been monitoring Complainants activities, speaking with subcontractors on the property, and taking aerial surveillance of Complainants home and property. Complainant states Respondent sent files of its surveillance of

Complainants activities to the Commissioner with whom it is working, and to the county building and codes department to get Complainant penalized criminally and to cease property sales. Complainant states Respondent did not provide images or video to law enforcement when Complainant made complaints regarding vandalism, theft, and arson on its property.

Respondent states that its only connection to Complainant has to do with Respondents concerns regarding codes, environmental, and zoning violations in the county. Respondent states it resides on the road where Complainant is developing the property. Respondent states it is true that it brought questions and concerns to the proper government officials via phone, email, and in person. Respondent states it never interfered, nor attempted to interfere with any transaction related to Complainants property.

Counsel's opinion is that Respondent did not violate any TREC law. Counsel notes that Respondent has the right, as any citizen does, to raise concerns with government officials. Further, Counsel notes that allegations of slander cannot be decided by TREC. For these reasons, Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

45. 2022046001

Opened: 11/21/2022

First Licensed: 11/30/2006

Expires: 11/29/2024

Type of License: Affiliate Broker

History: None

Complainant is a TREC licensee. Respondent is the listing agent.

Complainant states it submitted an offer on behalf of the buyer that was eventually accepted and the property went to closing. Complainant states it was supposed to have received a 3% commission but was instead offered 1 ½ % commission. Respondent states the accusations by Complainant are patently false. Respondent states the buyer reached out to Respondent directly to show the property. Respondent states the buyer did not have a realtor representing it but instead had an attorney. Respondent states it negotiated the terms of the transaction with buyer's attorney and the process went on for several days.

Counsel notes the complaint involves a contractual dispute over the amount of commission. As such TREC does not have the statutory authority to decide contractual disputes. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

46. 2022047081

Opened: 11/21/2022

First Licensed: 12/20/2005

Expires: 12/19/2023

Type of License: Affiliate Broker

History: None

This complaint is related to REC-2022047101, complaint #47. Complainant is a TREC licensee. Respondent is a TREC licensee. Complainant states it left its brokerage on September 27, 2022 and had all Complainants listing mutual release agreement paperwork signed by the broker and clients. The MLS reviewed and decided to withdraw the listings according to Complainant. Complainant states another listing service are not releasing the listings. Complainant states Respondent was assigned as a listing agent. Respondent states the listing services still show Complainants listings as being active with the brokerage Complainant left but Complainant is not on the roster of agents. Respondent states the broker chose to transfer the listing to Respondent in the wake of Complainant leaving the brokerage.

Counsel's opinion is that Respondent did not violate any TREC law or regulation. Counsel recommends complaint dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

47. 2022047101

Opened: 11/21/2022

First Licensed: 12/22/2017

Expires: 12/21/2023

Type of License: Affiliate Broker

History: None

This complaint is related to REC-2022047081, complaint #46.

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

Complainant states it left its brokerage on September 27, 2022, and had all Complainants listing mutual release agreement paperwork signed by the broker and clients. The MLS reviewed and decided to withdraw the listings according to Complainant. Complainant states another listing service are not releasing the listings. Complainant states Respondent was assigned as a listing agent.

Respondent states the listing services still show Complainants listings as being active with the brokerage Complainant left but Complainant is not on the roster of agents. Respondent states the broker chose to transfer the listing to Respondent in the wake of Complainant leaving the brokerage.

Counsel's opinion is that Respondent did not violate any TREC law or regulation. Counsel recommends complaint dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

48. 2022046571
Opened: 11/21/2022
First Licensed: 9/20/2022
Expires: 9/19/2024
Type of License: Real Estate Firm
History: None

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

Complainant states it purchased property that was advertised as having electricity on the property. Complainant states it was not told prior to the purchase that it needed to obtain an easement from a neighbor to get electricity and all 3 neighbors have denied the easement request. Complainant states it is false advertising.

Respondent states it is not responsible for the transaction as another brokerage sold the property and Respondent states it received no compensation and did not have a listing agreement on the property.

Counsel recommends the complaint be dismissed and a complaint opened against the appropriate Respondent firm.

Recommendation: Dismiss and open a complaint against the appropriate Respondent.

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

49. 2022047341

Opened: 11/21/2022

First Licensed: 6/18/2020

Expires: 6/17/2024

Type of License: Real Estate Firm

History: None

Complainant is a renter. Respondent is a real estate firm.

Complainant states it was made to sign a lease, pay a deposit, pay the first month's rent, and pet deposit prior to doing the walkthrough of the house. Complainant stated it had seen it once while tenants lived at the house but did not notice the issues until the previous tenants had moved out. Complainant states the house was dirty, there were cutouts in the walls leaving exposed electrical wires. Complainant states it decided to not move into the house, but Respondent refused to return their deposit.

Respondent states Complainant put in an application and signed a lease with a lease term of November 7, 2022, through December 31, 2023. Respondent states Complainant did a walkthrough on November 4, 2022, and raised several issues and refused to move in. Respondent states it agreed to refund the prorated rent; however, on November 6, 2022, Respondent states it received notification that Complainant disputed its payment from a bank and credit card. Respondent states it must wait for the disputed charges to be resolved before it can issue a refund. Respondent states the house is still vacant and the lease is valid.

Counsel notes the complaint has been referred to the Attorney General Consumer Affairs division. Counsel's opinion is that Respondent did not violate TREC rules and regulations. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

50. 2022042771
Opened: 11/21/2022
Unlicensed
History: None

Complainant is a renter. Respondent owns the property.

Complainant states it was charged a \$700 pet fee upon termination of the lease but does not own a pet. Respondent states it has waived all charges on Complainants ledger. Counsel notes the complaint involves a disputed fee that was apparently resolved. Counsel notes the Respondent is not required to be licensed as it is the owner of the property. TREC does not have statutory authority to resolve this complaint and recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

51. 2022047831
Opened: 11/21/2022
Unlicensed
History: None

Complainant is a renter. Respondent is a property rental company.

Complainant states Respondent is involved in unethical business practices, fails to uphold contractual obligations and are deceptive in their practices. Complainant states there is drug dealing going on at the property and Respondent allows it to flourish.

Respondent states it has acted within the terms of the lease agreement that Complainant signed. Respondent states Complainant installed a Ring doorbell in violation of the lease terms to not make alterations to the premises without approval. Respondent states it is terminating the lease agreement per the lease agreement.

Counsel's opinion is Respondent is operating a property rental company without a license and recommends a civil penalty of \$1,000 be assessed. Further, Counsel recommends the complaint be forwarded to the Division for Consumer Affairs for their review.

Recommendation: \$1,000 civil penalty for unlicensed property rental company and forward complaint to Consumer Affairs for their review.

Commission Decision: The Commission accepted counsel's recommendation.

52. 2022046931

Opened: 11/28/2022

First Licensed: 7/13/2020

Expires: 7/12/2024

Type of License: Affiliate Broker

History: None

Complainant is a seller. Respondent is a TREC licensee. Complainant states it received an offer on its property via Respondent and the offer was accepted with a closing date of May 2, 2022. Complainant states on April 29, 2022, notice was received that the buyer would be backing out of the contract. Complainant states it sent a mutual release of earnest money form for the buyer to sign. Complainant states Respondent's broker signed the form, but the buyer nor Respondent signed. Complainant states that because of the refusal to sign, the title company holding the earnest money filed suit to interplead the funds. Complainant states it hired a real estate attorney and Respondent sent a settlement offer on September 26, 2022, that covered the additional loss. Complainant states Respondent used E&O insurance to reimburse its buyer for the escrow money. Respondent states it felt responsible for the buyer losing its earnest money and Respondent filed a claim with its E&O insurance carrier which reimbursed the buyer for the \$5,000 earnest money. Counsel notes that the buyer was threatening to sue the seller over the earnest money. Counsel also notes that it is the buyer's decision whether to sign or not sign the mutual release of earnest money. Counsel's opinion is that the buyer did not intend to sign the form as it threatened to sue the seller regarding the earnest money. Counsel's opinion is that Respondent did not violate a TREC regulation in this matter and further recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

53. 2022047461

Opened: 11/28/2022

First Licensed: 2/14/2017

Expires: 2/13/2025

Type of License: Affiliate Broker

History: None

Complainant is a seller. Respondent is the listing agent.

Complainant states Respondent and Respondents principal broker are trying to run a scam by sending the principal broker to ask to reduce the price of the house by \$30,000. Complainant states Respondent sent a home inspector who broke things in the house including a pipe leaking water near the hot water heater and an oven that won't turn on. Complainant states Respondent wanted to send a HVAC guy to the house to which Respondent stated "no".

Respondent states Complainant was adamant about leaving the price of the home set at \$230,000. Respondent states Complainant did get an offer from a remote California buyer at that price. Respondent states Complainant abruptly stopped the home inspection and refused to sell. Respondent states that Complainant also refused to allow a HVAC and roofing specialist access to the property for inspection. Respondent asked its principal broker to try to explain the process to Complainant (principal broker is the Respondent to the same complaint. See complaint # 2022047481 below.).

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

54. 2022047481

Opened: 11/28/2022

First Licensed: 6/24/2014

Expires: 8/19/2024

Type of License: Principal Broker

History: None

Complainant is a seller. Respondent is a principal broker.

Complainant states Respondent and Respondents affiliate broker are trying to run a scam by sending the Respondent to ask to reduce the price of the house by \$30,000. Complainant states Respondents affiliate broker sent a home inspector who broke things in the house including a pipe leaking water near the hot water heater and an oven that won't turn on. Complainant states Respondents affiliate broker wanted to send a HVAC guy to the house to which Respondent stated "no".

Respondent states Complainant was adamant about leaving the price of the home set at \$230,000. Respondent states Complainant did get an offer from a remote

California buyer at that price. Respondent states Complainant abruptly stopped the home inspection and refused to sell. Respondent states that Complainant also refused to allow a HVAC and roofing specialist access to the property for inspection.

Counsel's opinion is that Respondent did not violate any TREC statute or regulation and recommends the complaint be dismissed

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

55. 2022047701

Opened: 11/28/2022

First Licensed: 4/1/2016

Expires: 3/31/2024

Type of License: Vacation Lodging Service Firm

History: 2020 Consent Order

Complainant rented a vacation cabin. Respondent is a vacation lodging service firm.

Complainant states it was evicted shortly after arrival at its rental cabin on November 9, 2022, because it had a dog. Complainant states it informed Respondent it was a registered service dog and provided paperwork from the ADA. Complainant states it advised Respondent that the dog was a seizure alert dog, but Respondent stated the property owner was highly allergic, so Complainant had to vacate the property immediately.

Respondent states that since animals are strictly forbidden, it had to follow procedures and evict Complainant from the property.

First, Counsel's opinion is that Respondent did not violate TREC rules and recommends the complaint be dismissed. Second, Counsel's opinion is that Respondent may have violated Americans with Disability Act (ADA) laws regarding service animals and recommends the complaint be forwarded to the United States Attorney General for the Eastern District of Tennessee for their review.

Recommendation: Dismiss and forward complaint to United States Attorney for the Eastern District of Tennessee.

Commission Decision: The Commission accepted counsel's recommendation.

56. 2022046231
Opened: 12/5/2022
First Licensed: 9/23/2019
Expires: 9/22/2023
Type of License: Principal Broker
History: None

Complaint is related to complaint REC-2022046011, complaint #57.

Complainant is a buyer. Respondent is the listing agent and seller. Complainant states it closed on the house on August 8, 2022. Complainant states that less than 2 months after closing sinks were leaking, drywall separated from the ceiling in multiple rooms and hallway, some part of the floor began sinking. Complainant stated it asked Respondent to provide the names of the contractors who did the work to ascertain if the work was under warranty. Complainant states Respondents spouse emailed Complainant and referred Complainant back to the inspector. Complainant replied that the inspector does not know who the contractors were that worked on the house. Respondent states it disclosed its interest in the property as the owner via a Personal Interest Disclosure and Consent Form (RF305) and provided Complainant with a property disclosure form. Respondent states it did not violate any law about its real estate license. Counsel concludes Respondent did not violate any TREC statute or regulation and recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

57. 2022046011
Opened: 12/19/2022
First Licensed: 9/23/2019
Expires: 9/22/2023
Type of License: Affiliate Broker
History: None

Complaint is related to complaint REC-2022046231, complaint #56.

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

Complainant states it closed on the house on August 8, 2022. Complainant states that less than 2 months after closing sinks were leaking, drywall separated from the ceiling in multiple rooms and hallway, some part of the floor began sinking.

Complainant stated it asked Respondent to provide the names of the contractors who did the work to ascertain if the work was under warranty. Complainant states Respondent was useless in providing the names of the contractors. Respondent denies any wrongdoing regarding the sale of the property.

Counsel notes that there is no evidence presented by Complainant or otherwise to suggest that Respondent violated any duty to Complainant or any statute or regulation applicable to TREC. Counsel recommends the case be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

58. 2022048121

Opened: 12/5/2022

First Licensed: 5/8/2000

Expires: 3/25/2024

Type of License: Affiliate Broker

History: 2014 Agreed Order

Complainant is a Tennessee resident. Respondent is a TREC licensee.

Complainant alleges Respondent has done the following:

1. Failed to update name on license;
2. Trespassed on Complainants property;
3. Cussed and applied vulgar hand language to Complainant;
4. Has a car registered in one Tennessee county but resides in another;
5. Failed to provide accurate bankruptcy filings;
6. Believed to have falsified names on a complaint;
7. Believed to have filed complaints of theft and criminal activity without any basis;
8. Believed to have been pilfering in the General Sessions and Circuit Court Clerks offices;
9. Is reported to have been seen at a known drug dealers residence; and
10. Uses its real estate office to make invalid claims and harass others.

Respondent states it has never had any business or personal communication with the Complainant. Respondent states Complainants spouse had previously brought a frivolous lawsuit against Respondent that was dismissed by the court. Respondent denies all the allegations categorically.

Counsel notes Respondents name is updated with TREC properly and this case should be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

59. 2022048371

Opened: 12/5/2022

First Licensed: 10/22/2019

Expires: 10/21/2023

Type of License: Affiliate Broker

History: None

Complainant is anonymous. Respondent is an affiliate broker.

Complainant alleges Respondent is running a property management business on the side that is not run through Respondents brokerage.

Respondent states it does not know anyone by Respondents name as listed by the anonymous Complainant. Respondent states it does not own the rental company referred to by Complainant.

Counsel notes the Complainant appears to be referring to someone other than the Respondent. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

60. 2022044481

Opened: 12/5/2022

First Licensed: 7/27/2007

Expires: 7/26/2023

Type of License: Real Estate Firm

History: 2016 Consent Order; 2021 Consent Order

Complainant purchased a timeshare. Respondent is real estate firm. Complainant states Respondent misrepresented the timeshare it purchased as Respondent indicated Complainant would be able to take lavish vacations, conveniently make reservations at all their locations. Complainant states maintenance fees go up each year and it is difficult to make reservations unless it's a promotional weekend with

a sales pitch. Complainant states its spouse became paralyzed from the neck down and it has requested a termination from Respondent and were offered their “Graceful Exit” program. Complainant states Respondent has not delivered to paperwork promised and has stopped communication with Complainant. Respondent failed to respond to the complaint. Counsel suggests a civil penalty of \$1,000 for failure to respond to the complaint and that the complaint be referred to Consumer Affairs for their action.

Recommendation: \$1,000 civil penalty and referral of complaint to Consumer Affairs.

Commission Decision: The Commission accepted counsel’s recommendation.

61. 2022044501

Opened: 12/5/2022

First Licensed: 7/27/2007

Expires: 7/26/2023

Type of License: Real Estate Firm

History: 2016 Consent Order; 2021 Consent Order

Complainant purchased a timeshare. Respondent is real estate firm.

Complainant states it has been trying to get released from the timeshare purchased from Respondent for over 2 years. Complainant states it purchased the timeshare in 2014 after feeling pressured to purchase and unable to leave the meeting. Complainant states it has only been able to book 1 vacation yet at the presentation by Respondent, was told that availability would not be an issue. Complainant states it has tried booking vacations several times, but they are full in all locations that Complainant would like to go. Complainant states the fees keep going up and due to the fees, Complainant states it is unable to vacation at all. Respondent failed to respond to the complaint. Counsel suggests a civil penalty of \$1,000 for failure to respond to the complaint and that the complaint be referred to Consumer Affairs for their action.

Recommendation: \$1,000 civil penalty and referral to Consumer Affairs.

Commission Decision: The Commission accepted counsel’s recommendation.

62. 2022045831

Opened: 12/5/2022

First Licensed: 2/1/2002

Expires: 6/6/2023

Type of License: Real Estate Firm

History: None

Complainant purchased a timeshare. Respondent is a timeshare company.

Complainant states it has been in an active dispute with Respondent since February 2021 asking to be released from the timeshare. Complainant states it has filed complaints with the FTC, BBB, Tennessee Attorney General, and Consumer Affairs but none have been helpful. Complaint states the following: "We entered this timeshare contract under many lies! We were told that we would be able to sell this timeshare for a profit; this turned out to not be true. During the presentation the cancellation process was not explained to us. We were not made aware that the yearly maintenance fee would increase over time. It went from \$713 to almost \$900. Throughout the entire presentation we felt pressured to stay and then to sign up. When it came to signing the documents, we felt rushed through the process. We were simply shown where to sign after quickly explaining what the paperwork said. We feel like we were taken advantage of because they made it seem like it was cheap and easy to use, and it was neither!"

Respondent states Complainant signed an acknowledgment that they received all paperwork and that the contract with Complainant would not be terminated because it had passed the 10-day window to terminate. Respondent states that it did not misrepresent anything to Complainant.

Counsel cannot find that Respondent violated any TREC statute or regulation and thus recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

63. 2022046621

Opened: 12/5/2022

Unlicensed

History: None

Complainant is TREC licensee. Respondent is software developer for the real estate industry.

Complainant alleges Respondent is committing numerous violations of law. Counsel notes that while there are numerous allegations in the complaint, the one applicable to enforcement by TREC is the allegation that Respondent is engaging in unlicensed real estate activity.

Respondent states it is a software company for the real estate industry. Respondent states that all the real estate listings from Tennessee that are on Respondents website are listed with licensed real estate brokers in Tennessee and all home sellers have exclusive agency agreements with brokers in Tennessee.

Counsel's opinion is that the complaint lacks the support to find that Respondent is violating TREC statutes. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

64. 2022049071

Opened: 12/5/2022

First Licensed: 12/19/1993

Expires: 1/12/2015

Type of License: Real Estate Firm

History: None

Complainant is a property owner. Respondent is a Homeowners Association management company.

Complainant states it has reached out to Respondent several times inquiring as to who is on the board of directors for the condo association but states Respondent refuses to give that information or when the next board meeting is. Complainant states Respondent had a real estate license that expired in 2015.

Respondent states Complainant was given the information as to how to contact the board by email. Respondent states it is a HOA management company and has nothing to do with Air BNB or other rental properties.

Counsel notes that Respondent is not required to hold a TREC license to manage a homeowner's association. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

65. 2022045951

Opened: 12/12/2022

First Licensed: 10/31/2019

Expires: 10/30/2023

Type of License: Principal Broker

History: None

Complainant is the seller. Respondent is the buyer. Complainant states it entered a contract with Respondent to sell a home to Respondent. Complainant states Respondent discovered that Complainant had an agent who had listed the property. Complainant states Respondent called the agent who was happy the property was under contract. Complainant states Respondent told it to address all issues with their agent. Complainant states Respondent signed a promissory note to be paid in 2 installments but has only paid 1. Complainant states Respondent manipulated the deal in asking for concessions that Respondent would not ask its own clients to make. Respondent states it was acting as a private buyer and that it owed no fiduciary duties to Complainant. Respondent states that allegations regarding the promissory note are not within the purview of TREC. Counsel agrees that TREC has no statutory authority to settle matters regarding a monetary dispute. Counsel's opinion is that while Respondent was solely acting as a private buyer, once it discovered that Complainant had an agent, it told Complainant that all their issues should be addressed with their agent. Counsel's opinion is that Respondent did not violate any TREC enforceable statute or regulation.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

66. 2022047301

Opened: 12/12/2022

First Licensed: 8/30/2004

Expires: 3/25/2024

Type of License: Principal Broker

History: 2008 Consent Order; 2020 Consent Order

Complainant bought a home. Respondent is the buyer's agent.

Complainant states Respondent misled them about a property it bought. Complainant states it had a punch list in the contract and Respondent assured them it would be completed within 2 weeks after closing.

Respondent states the punch list, especially for new construction homes, is well outside the agent's control. Respondent states there is no proof that Respondent assured Complainant the punch list would be completed within 2 weeks after closing.

Counsel notes there is no proof to support a claim that Respondent violated any TREC enforceable statute or regulation. Counsel recommends the case be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

67. 2022048471

Opened: 12/12/2022

First Licensed: 4/25/2019

Expires: 4/24/2023

Type of License: Affiliate Broker

History: None

Complainant is a buyer. Respondent is a TREC licensee.

Complainant states its 75-year-old parent moved to Tennessee from out of state and Complainant worked with Respondent to find a home. Prior to closing, the parent was admitted to an ICU due to high blood sugar and early delirium signs. Complainant states Respondent continually tracked the parent down to get it to sign and complete a wire transfer. Complainant states all repairs to the home were not completed and that Respondent should not have asked the parent to sign given the onset of delirium and dementia.

Respondent states it did not know about the condition of the parent until November 15, 2022. Respondent states the repairs to the home were complete on November 16, 2022. Respondent states the daughter suggested Respondent come by the hospital as evidence by a screen shot text message.

Counsel notes there is no evidence to support a finding that Respondent did not fulfill its fiduciary responsibility toward the parent. Counsel recommends dismissing the complaint and referring the matter to Consumer Affairs for their review.

Recommendation: Dismiss and refer to Consumer Affairs for their review.
Commission Decision: The Commission accepted counsel's recommendation.

68. 2022049891
Opened: 12/12/2022
First Licensed: 10/1/1993
Expires: 10/17/2024
Type of License: Real Estate Broker
History: None

Complainant is a prospective renter. Respondent is a TREC licensee. Complainant states it requested a tour of a home Respondent had listed on Zillow. Complainant states Respondent asked how many people would be living in the 3-bedroom home to which Complainant responded, 2 adults and 1 child. Complainant states Respondent stated it could not rent to anyone with children as the house would be too small and unsafe for children. Respondent stated it did not say it would not rent to a family. Respondent states it told Complainant that the property is ideal for 2 occupants. Counsel notes that insufficient evidence exists to support a finding that Respondent violated a TREC rule or regulation.

Recommendation: Dismiss.
Commission Decision: The Commission accepted counsel's recommendation.

69. 2022047071
Opened: 12/12/2022
First Licensed: 8/5/2022
Expires: 8/4/2024
Type of License: Real Estate Firm
History: None

Complainant was a buyer. Respondent was the listing agency.

Complainant states the agent did not have their best interest at heart because it took the house off the market as soon the offer came in, the agent accepted a rural loan, had Complainant paying \$7,000 toward closing costs, and tried to get a 4th extension of closing and FHA agreement. Respondent states per Realtracs rules, the house was place in "under contract" status once the offer was accepted. Respondent states the pre-qualification letter from buyer was provided for a rural development loan. Respondent states the buyer's agent reduced its commission by \$7,000 so

Complainant could pay the \$7,000 in closing costs so there was no change to the bottom line of the contract. Lastly, Respondent states the buyers were approved for an FHA loan and the sellers needed to sign an addendum for the mortgage company. Counsel notes that Respondent did not violate any TREC regulation or statute. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

70. 2022047811

Opened: 12/12/2022

First Licensed: 4/28/1989

Expires: 11/16/2024

Type of License: Real Estate Firm

History: None

Complainant is a renter. Respondent is the owner and manager of the rental apartments. Complainant states that upon move out, it did not receive a proper ledger of money owed and no reason for why the security deposit was withheld. Respondent states that in March 2020, Complainant was added to an existing lease for Unit 253. Complainant did not pay a security deposit, as the deposit had already been paid by the Existing Resident. When Complainant moved in, the Existing Resident vacated, but the security deposit it paid remained on the account. Respondent further states in August 2020, Complainant transferred to Unit 405. When he moved out of Unit 253, the deposit that was paid by his predecessor in Unit 253 was applied to the balance on the account. In April 2021, Complainant vacated Unit 405 leaving a utility balance owed. Complainant believes he should not be required to pay for the utilities he consumed because his predecessor in Unit 253 paid a security deposit. However, Complainant's belief is incorrect, as he did not pay a security deposit on either Unit 253 or Unit 405, and the security deposit paid by his predecessor in Unit 253 was applied to damages at the time Complainant vacated Unit 253 and moved to Unit 405.

Counsel's opinion is that Respondent did not violate any TREC statute or regulation, and the recommendation is to dismiss the complaint.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

71. 2022038211
Opened: 1/18/2023
First Licensed: 7/10/2000
Expires: 1/10/2024
Type of License: Real Estate Broker
History: 2010 Consent Order

Complainant is TREC. Respondent is a TREC licensee. Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

72. 2022038311
Opened: 1/18/2023
First Licensed: 4/9/1998
Expires: 4/26/2023
Type of License: Principal Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

73. **2022038331**
Opened: 1/18/2023
First Licensed: 12/8/2005
Expires: 6/11/2023
Type of License: Principal Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

74. **2022038381**
Opened: 1/18/2023
First Licensed: 10/27/2010
Expires: 8/1/2024
Type of License: Affiliate Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

75. 2022038401
Opened: 1/18/2023
First Licensed: 4/11/2013
Expires: 8/23/2024
Type of License: Real Estate Broker
History: 2019 Consent Order

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

76. 2022038561
Opened: 1/18/2023
First Licensed: 3/3/2008
Expires: 4/4/2023
Type of License: Real Estate Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

77. **2022038591**
Opened: 1/18/2023
First Licensed: 9/20/2012
Expires: 9/20/2024
Type of License: Principal Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

78. **2022038631**
Opened: 1/18/2023
First Licensed: 6/5/2013
Expires: 11/15/2023
Type of License: Principal Broker

History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

79. 2022038661
Opened: 1/18/2023
First Licensed: 9/28/2015
Expires: 11/29/2023
Type of License: Real Estate Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

80. 2022038711

Opened: 1/18/2023
First Licensed: 12/4/2012
Expires: 12/10/2023
Type of License: Real Estate Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

81. 2022038751
Opened: 1/18/2023
First Licensed: 5/13/2011
Expires: 12/19/2023
Type of License: Real Estate Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

82. 2022041921
Opened: 1/18/2023
First Licensed: 7/7/2009
Expires: 5/22/2024
Type of License: Real Estate Broker
History: None

Complainant is TREC. Respondent is a TREC licensee.

Complainant states Respondent renewed its real estate license without completion of the required 120 hours of post broker CE hours. At the August 29, 2022, meeting of TREC, the Commission voted to allow impacted licensees 90 days to complete the required hours.

Counsel notes that Respondent obtained the 120 hours CE credit within the 90-day window of time as given by the Commission. Counsel recommends dismissal.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

TIMESHARES

83. 2022043231
Opened: 11/14/2022
First Licensed: 4/20/1999
Expires: 12/31/2023
Type of License: Time Share Registration
History: None

Complainant bought a timeshare. Respondent is a timeshare company. Complainant states the sales agents pulled at its heart strings and it purchased a timeshare that according to Complainant is bleeding it dry. Complainant states that Respondent said nothing about upgrade fees or that the maintenance fees had to be paid prior to exchanging. Complainant states it was told it could exchange outside of

Respondents properties for minimum pricing. Complainant wants to terminate the contract with Respondent.

Respondent states the Complainant is outside the rescission period and will not grant a termination. Respondent states that Complainant was never required to stay for any meeting or to purchase anything. Counsel's opinion is that Respondent did not violate TREC statutes or regulations. Counsel recommends the complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted counsel's recommendation.

84. 2022045981

Opened: 12/5/2022

First Licensed: 8/23/2017

Expires: N/A

Type of License: Time Share Registration

History: None

Complainant purchased a timeshare. Respondent is a timeshare company.

Complainant purchased a timeshare in 2021 and state it did not receive any contracts. Complainant stated the plan it purchased was said by Respondent to be inheritable, but Complainant said it was not enough, so it ended up purchasing additional club points to be used on vacation. Upon arrival back at their home, Complainant states it decided it could not afford the plan and called Respondent to cancel. Complainant says it was bounced from individual to individual until ultimately it learned of the rescission period and was allowed to cancel the contract leaving only the original contract from 2021. Complainant states it was never provided copies of contracts during either purchase.

Respondent states that Complainant received all documents electronically as evidenced by its signature via DocuSign acknowledging receipt of those documents.

Counsel notes that insufficient evidence exist 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.

CASES TO BE REPRESENTED

85. 2022041771
Opened: 10/24/2022
First Licensed: 1/18/1978
Expires: 4/5/2023
Type of License: Principal Broker
History: None

Complainant is a seller. Respondent is a TREC licensee.

Complainant states Respondent did not have a legitimate listing of the home that was being sold as a result of divorce. Complainant states it agreed to participate in a one-time transaction with Respondent and agreed to accept an offer. Complainant states arrived at closing on November 30, 2022, ready to close having vacated the home, move all furnishings to storage, found temporary housing, paid to move furniture and entire life's possessions out of the home in anticipation the offer was legitimate. Complainant states it terminated home insurance, landscaping contracts, and home utilities. Complainant states Respondent did not notify Complainant that neither Respondent nor buyer were showing up at closing. Complainant states Respondent does not have an office where Respondent claims it to be.

Respondent states Complainant would not allow Complainant to show the property as long as Respondent was the listing agent. Respondent states in late September and early October 2022 showings became possible. Complainant began acting as an agent, personally calling agents for feedback, emailing agents to tell them Respondent was not doing its job, and calling buyers bankers when acceptable offer did come through. Respondent states that to appease Complainant, it asked another agent to show the property as Respondent knew it would not be allowed to show the home. Respondent states it did find out until early Monday morning on the closing date that the deal had fell through. Respondent states it reached out to the title company who stated Complainant was already at the location but Respondent states it had been warned against calling Complainant.

The allegations presented do not support a finding that Respondent violated any TREC regulation.

Recommendation: Dismiss.

Commission Decision: The Commission voted to defer this matter to the March Commission meeting to allow Counsel additional time to review court filings pertinent to this complaint.

New Information: Respondent stated the Judge in Williamson County had directed that the property be sold. Respondent clarified to Counsel that Respondent was/is not the ex-husband in this case.

New Recommendation: Dismiss.

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

Chair Franks adjourned the meeting at 12:00pm CST.