

**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 December 17, 2025, at 8:30 a.m. CST in meeting room 1-A at Davy Crockett Tower, 500 James Robertson Pkwy Nashville, Tennessee 37243. Additionally, the meeting was streamed electronically via the Webex Webinars meeting platform. Executive Director Denise Baker read the public disclaimer and called the roll. The following Commission members were present: Chairman Geoffrey Diaz, Vice Chair Joan Smith, Commissioner Steve Guinn, Commissioner Michael Gaughan, Commissioner Joe Begley, Commissioner Kathy Tucker and Commissioner Stacie Torbett. Commissioner Wyatt Rampy arrived at 8:45 a.m. due to traffic delays. Commissioner Jon Moffett was absent. Quorum Confirmed. Others present are Associate General Counsel Anna D. Matlock, Associate General Counsel Aerial Carter, Paralegal Carol McGlynn, Director of Education Brittany Morris, and TREC staff member Denny Lammers.

The Commission's December meeting agenda was submitted for approval.

The motion to approve the December 17, 2025, agenda was made by Vice Chair Smith and seconded by Commissioner Tucker. The motion passed unanimously.

The October 16, 2025, Commission meeting minutes were submitted for approval. The motion to approve the October 16, 2025, minutes was made by Commissioner Guinn and seconded by Commissioner Gaughan. The motion passed unanimously.

**INFORMAL APPEARANCES**

Sean Lynch appeared before the Commission with his principal broker, Karen Hoff, to receive approval for his affiliate broker license.

Commissioner Gaughan motioned to approve Sean Lynch and was seconded by Commissioner Torbett. The motion passed unanimously.

Matthew Merriam appeared before the Commission with his principal broker Jennifer "Nicole" Cavanah to receive approval for his Timeshare Salesperson license.

Vice chair Smith motioned to approve Matthew Merriam and was seconded by Commissioner Tucker. The motion passed unanimously.

Jared McDonald appeared before the Commission with himself as principal broker to receive approval for his broker license.

Vice Chair Smith motioned to approve Jared McDonald and was seconded by Commissioner Gaughan. The motion passed unanimously.

### **EDUCATION REPORT**

Director of Education Brittany Morris presented the education report to the Commission.

The motion to approve courses 1-94 was made by Vice Chair Smith and seconded by Commissioner Torbett. The motion passed unanimously.

Director of Education Brittany Morris presented the instructor's biographies for approval. The motion to approve the 24 instructor biographies was made by Commissioner Torbett and seconded by Commissioner Begley. The motion passed unanimously.

### **WILLIAM C. BILL TUNE, JR. AWARD**

Director Baker announced that in accordance with commission policy the Tennessee Real Estate Commission invites commission members and staff to submit nominations for the Willam C. Bill Tune, Jr. Award for excellence in education. Vice Chair Smith nominated former Commissioner D.J. Farris and was seconded by Commissioner Rampy. The motion passed unanimously.

### **EXECUTIVE DIRECTOR REPORT**

Executive Director Baker introduced her report showing active licenses by profession as well as exams taken and open and closed reports.

Director Baker announced that Tennessee has received a board appointment and several committee appointments for ARELLO. Anna Matlock was selected to serve on the nominating committee for ARELLO next year. Kim Cooper was selected to serve on the law and regulation committee. Brittany Morris was selected to serve on the program committee as well as Education Committee. Director baker will serve as a member of the board of directors as well as the job task analysis taskforce and the education accreditation committee.

Director Baker announced that ARELLO's mid-year meeting in Kentucky is April 14-16 next year. This year's experience is designed for real estate regulators, leaders

and affiliate members who want to engage deeply and meaningful collaborative effort and shape the future of regulatory excellence.

Director Baker announce that Tennessee REALTORS® is hosting an Excel Summit and mentioned that there is an invitation for Commission members to speak on Tuesday February 17, 2026, at 1:00 p.m. Immediately following the Commission meeting. Vice Chair Smith, Commissioner Gaughan, Commissioner Tucker and Chairman Diaz all agreed to speak at the Summit with Commissioner Rampy being a possibility.

Lastly, Director Baker gave a staff update and recognized all TREC staff for their contributions.

### **LEGAL SECTION**

Associate General Counsel Anna Matlock presented a private letter advisory ruling submitted to the Commission related to proposed referral program and whether the business model, proposed referral program, and advertising practices are permissible per the *Tennessee Real Estate Broker License Act of 1973* (Tenn. Code Ann. §§ 62-13-101 – 62-13-604) (“*Act*”). The Commission determined the submitted referral program to be impermissible with the *Act* per Tenn. Code Ann. § 62-13-302(b) and Tenn. Comp. R. & Regs. 1260-02-.33(2).

Further Ms. Matlock called the rulemaking hearing to order. The proposed rules amend certain requirements for reinstatement of expired licenses, including those licensees in retirement as required by the General Assembly’s amendments to Tenn. Code Ann. §§ 62-13-318 and 62-13-319. Specifically, the rule amendments set the statutorily permissible penalty schedule for those impacted expired licensees and clarify the requirements for reinstatement, including those for continuing education. Lastly, the rules include a clerical update of a citation reference for applications for examinations.

### **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 1-162 except for the following complaints, which were pulled for further discussion: **2025056111, 2025036791, 2025036471, 2025037001, 2025037571, 2025040771, 2025037421, 2025040551, 2025041951, 2025044651, 2025044671, 2025044701, 2025044271, 2025044691, 2025048451, 2025049411, 2025049681, 2025048031, 2025037411, 2025031681 2025038431, and 2025039351.**

A motion to accept was made by Vice Chair Smith and seconded by Commissioner Begley. The motion carried unanimously.

After further discussion on complaint **2025056111** a motion was made by Vice Chair Smith and seconded by Commissioner Tucker to **assess a One Thousand Dollar (\$1,000.00) civil penalty, for violation of Tenn. Code Ann. § 62-13-312(d); Respondent must comply with the required audit within ninety (90) days of execution of the Consent Order and to administratively open a complaint against the principal broker.** The motion carried unanimously.

After further discussion on complaint **2025036791** a motion was made by Vice Chair Smith and seconded by Commissioner Torbett to **send a Letter of Warning for violation of Tenn. Code Ann. § 62-13-403(1) or diligently exercise reasonable skill and care.** The motion carried unanimously.

After further discussion on complaint **2025036471** a motion was made by Commissioner Torbett and seconded by Vice Chair Smith to **assess a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301 and Five Hundred Dollar (\$500.00) civil penalty for failure to respond or violation of Tenn. Code Ann. § 62-13-313(a)(2).** The motion passed unanimously.

After further discussion on complaint **2025037001** a motion was made by Vice Chair Smith and seconded by Commissioner Torbett to **close and flag this complaint.** The motion carried unanimously.

After further discussion on complaint **2025037571** a motion was made by Vice Chair Smith and seconded by Commissioner Torbett to **assess a One Thousand Dollar (\$1,000.00) civil penalty for failure to respond to the complaint within ten days as required by Tenn. Code Ann. § 62-13-313(a)(2) and refer this complaint the Division of Insurance for the title company failing to remit earnest money.** The motion passed unanimously.

After further discussion on complaint **2025040771** a motion was made by Vice Chair Smith and seconded by Commissioner Torbett to **assess One Thousand Dollar (\$1,000.00) civil penalty for failure to diligently exercise reasonable skill and care in providing services to all parties to the transaction in violation of Tenn. Code Ann. § 62-13-403(1) and require Respondent to complete the TRACE course within one hundred eighty (180) days and the course to count above and beyond Respondent's continuing education requirements.** The motion carried unanimously.

After further discussion on complaint **2025037421** a motion was made by Vice Chair Smith and seconded by Commissioner Tucker **to assess a Five Hundred Dollar (\$500.00) civil penalty for failing to provide services to each party to the transaction with honesty and good faith, and require Respondent to complete the TRACE course within one hundred eighty (180) days and the course to count above and beyond Respondent's continuing education requirements.** The motion carried unanimously.

After further discussion on complaint **2025040551** a motion to was made by Vice Chair Smith and seconded by Commissioner Torbett **to accept Counsel's recommendation to dismiss.** The motion carried unanimously.

After further discussion on complaint **2025041951** a motion was made by Vice Chair Smith and seconded by Commissioner Rampy **to accepted Counsel's recommendation to issue a One Thousand Dollars (\$1,000.00) civil penalty for failure to respond to the complaint within ten (10) days, in violation of Tenn. Code Ann. § 62-13-313(a)(2).** The motion carried unanimously.

After further discussion on complaint **2025044651** a motion was made by Vice Chair Smith and seconded by Commissioner Tucker **to accept Counsel's recommendation to dismiss.** The motion carried unanimously.

After further discussion on complaint **2025044671** a motion was made by Vice Chair Smith and seconded by Commissioner Torbett **to accept Counsel's recommendation to dismiss.** The motion carried unanimously.

After further discussion on complaint **2025044701** a motion was made by Vice Chair Smith and seconded by Commissioner Guinn **to accept Counsel's recommendation to accept Counsel's recommendation to dismiss.** The motion carried unanimously.

After further discussion on complaint **2025044271** a motion was made by Commissioner Gaughan and seconded by Commissioner Begley **to accept Counsel's recommendation to assess a One Thousand Dollar (\$1,000.00) civil penalty for failure to respond to the complaint within ten days as required by Tenn. Code Ann. § 62-13-313(a)(2).** The motion passed unanimously.

After further discussion on complaint **2025044691** a motion made by Commissioner Begley and seconded by Vice Chair Smith **to assess a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity, and administratively open complaints against Respondent's principal broker and the four (4) affiliate brokers for potentially unlicensed activity.** The motion passed unanimously.

After further discussion on complaint **2025048451** a motion was made by Vice Chair Smith and seconded by Commissioner Gaughan **to send a Letter of Warning regarding Tenn. Comp. R. & Regs. 1260-02-.12(5)(c) requiring listing information be kept current and accurate and Tenn. Code Ann. § 62-13-403(1) for diligently exercising reasonable skill and care.** The motion passed unanimously.

After further discussion on complaint **2025049411** a motion to was made by Commissioner Begley and seconded by Commissioner Guinn **to accept Counsel's recommendation to dismiss.** The motion passed unanimously.

After further discussion on complaint **2025049681** a motion was made by Commissioner Torbett and seconded by Commissioner Tucker **to refer this matter to the Office of Attorney General and Reporter.** The motion passed unanimously.

After further discussion on complaint **2025048031** a motion was made by Vice Chair Smith and seconded by Commissioner Tucker to accept Counsel's recommendation **to dismiss the complaint.** The motion passed unanimously.

After further discussion on complaint **2025037411** a motion was made by Vice Chair Smith and seconded by Commissioner Torbett to accept Counsel's recommendation **to dismiss the complaint.** The motion passed unanimously.

After further discussion on complaint **2025031681** a motion was made by Commissioner Guinn and seconded by Vice Chair Smith **to accepted Counsel's recommendation to Issue the Respondent Letter of Instruction to provide their escrow account statements from January 1, 2024, to June 30, 2025, to determine if commingling occurred and defer any potential disciplinary action until after Counsel receives additional information.** The motion passed unanimously.

After further discussion on complaint **2025038431** a motion was made by Commissioner Torbett and seconded by Vice Chair Smith **to defer this matter to the next legal report to get additional information about how the money was deducted from the earnest money.** The motion passed unanimously.

After further discussion on complaint **2025039351** a motion was made by Vice Chair Smith and seconded by Commissioner Torbett **to accept counsel's recommendation to dismiss.** The motion passed unanimously.

**Kim Cooper**  
**New Complaints:**

1. **2025035481**  
**Opened: 7/7/2025**  
**First Licensed: 2/18/2016**

**Expires: 2/17/2026**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint is **related to REC-2025035501 (#2) and REC-2025055381 (#3)**.

Complainant is the adult child of a home that was once owned by their deceased parent. The home was allegedly purchased from Complainant and their siblings in 2020 by a third party "TA". Complainant alleges the conveyance of the home in 2020 was fraudulently obtained and their signatures were forged on the warranty deed prepared by TA's attorney. Complainant learned of the conveyance in 2022. In 2023, TA sold the home to Respondent who then renovated the home and listed it for sale in early 2025. Complainant alleges they notified Respondent that the property was "fraudulently and illegally obtained/stolen from our family" in March 2025 but Respondent "ignored" their initial communications and only followed up later denying any wrongdoing and threatening Complainant with a cease-and-desist letter. Complainant alleges Respondent, their related firm, and the agent for the 2025 buyer all committed fraud and theft by proceeding with the 2025 sale of the family home. Complainant also alleges local law enforcement have intentionally mishandled or neglected the investigation of the allegations and asked the Commission to refer the matter to the "those having the authority and jurisdiction to investigate our case beyond and inclusive of the authority and jurisdiction possessed" by the Commission.

Respondent stated they purchased the home in March 2024 and spent a year and a considerable amount of money renovating the property. They did not hear from Complainant or become aware of any allegations of deed fraud until three (3) days after they listed the home for sale, and then immediately pulled all the paperwork and documents from their title search on the property. Respondent again confirmed all was in order and a copy of those documents was provided by the Respondent and the Complainant. Respondent decided not to respond to the Complainant until they felt Complainant was harassing them by contacting their firm and local law enforcement alleging Respondent had committed a crime. Respondent suggested Complainant contact the attorney who handled Parent's estate and while they have sympathy for the Complainant's situation, they assert they have done nothing wrong. There is insufficient evidence of a violation of the Rules or *Broker Act* by Respondent.

**Recommendation: Dismiss.**

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

2. **2025035501**  
**Opened: 7/22/2025**  
**First Licensed: 10/29/2001**  
**Expires: 3/17/2027**  
**Type of License: Real Estate Firm**  
**History: None**

This complaint is **related to REC-2025034581 (#2)**. The respondent in that matter is an affiliate of this Respondent Firm. Complainant alleges ethical violations by Respondent and their affiliate.

The Respondent's attorney provided a response denying any wrongdoing and clarified the agent purchased, renovated and sold the home all in their personal capacity. Based upon the information from both parties and documents provided, Counsel finds no violations of the statutes and rules and recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

3. **2025055381**  
**Opened: 10/6/2025**  
**First Licensed: 3/29/2018**  
**Expires: 3/28/2026**  
**Type of License: Affiliate Broker**  
**History: None**

This complaint is **related to REC-2025034581 (#2)**. Respondent was the agent for the 2025 buyer. Complainant contacted Respondent in June 2025 and informed them of the alleged theft of the home via forged deed in 2020. Complainant alleges Respondent did not respond to their concerns and did not take any steps to ensure compliance with Tennessee law regarding the purchase of the stolen property by Respondent's client. Complainant seems to be alleging primarily ethical violations.

Respondent's broker stated the Respondent, and their client identified the property through the local MLS, submitted a written offer, and proceeded through the normal course of due diligence. "This included relying on the title company to conduct a full title search and issue title insurance, thereby ensuring the buyer would receive good and marketable title at closing." Based upon the information from both parties and documents provided, Counsel finds no violations of the statutes and rules and recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

4. **2025056111**  
**Opened: 11/10/2025**  
**First Licensed: 5/19/2020**  
**Expires: 5/18/2026**  
**Type of License: Real Estate Firm**  
**History: None**

This is an administratively opened complaint. This firm was notified via mail and email on September 2, 2025, and September 11, 2025, that they were being audited. Two different addresses were used for notification, and the Respondent did not respond to the auditor's requests. Respondent was then sent via certified mail a copy of the complaint and a request for a response, and the mail was returned unclaimed.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty, for violation of Tenn. Code Ann. § 62-13-312(d); Respondent must comply with the required audit within ninety (90) days of execution of the Consent Order.**

**Commission Decision: The Commission voted to assess a One Thousand Dollar (\$1,000.00) civil penalty, for violation of Tenn. Code Ann. § 62-13-312(d); Respondent must comply with the required audit within ninety (90) days of execution of the Consent Order and to administratively open a complaint against the principal broker.**

5. **2025036741**

**Opened: 7/7/2025**

**First Licensed: 12/28/2006**

**Expires: 1/26/2026**

**Type of License: Principal Broker**

**History: 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2024 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance**

Complainant was selling their home and Respondent was their listing agent. Complainant alleges Respondent did not act in Complainant's interest and was unprofessional but did not provide any documentation to support their claims.

Respondent stated they entered into an agency agreement with Complainant in January 2025 with a term that ended July 29, 2025. After signing a sale agreement Complainant changed their mind and did not want to sell the home. Respondent advised Complainant to speak to an attorney, and the Buyer's inspection went forward. After inspection, Complainant refused to make any repairs, and the parties executed a Mutual Release. Respondent canceled the listing at Complainant's request but stayed in touch with Complainant who would frequently call to discuss their health issues. Respondent stated they did all they could for the Complainant and provided copies of the transaction documents. There is no evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

6. **2025036791**

**Opened: 7/7/2025**

**First Licensed: 4/24/2024**

**Expires: 4/23/2026**

**Type of License: Affiliate Broker**

**History: None**

Complainant and Respondent are both licensees. Complainant alleges Respondent had Clients sign a listing agreement with Respondent while they were still under an existing listing agreement with Complainant. Complainant alleges Respondent told Clients the listing agreement was terminated

“because we had pulled the listing off of the MLS to do a days-on-market reset.” The property was listed as “Cancelled” on June 20<sup>th</sup> and “Active” with Respondent on June 27<sup>th</sup>. Complainant’s listing agreement did not expire until September 14, 2025, and Complainant has never spoken with Respondent.

Respondent stated the property was “off the market” as of June 20 and they signed their listing agreement with the Clients on June 24<sup>th</sup>. Respondent asserted per the guidelines of the MLS service both parties used, if a listing is “cancelled” then there is no longer a listing agreement in place. Respondent spoke with Clients who said they had not signed a “new listing agreement” and would not be re-signing with the Complainant. Based on the information provided there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

- 7. **2025036851**  
**Opened: 7/7/2025**  
**First Licensed: 6/6/2016**  
**Expires: 6/5/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a tenant of a property managed by Respondent’s company. Complainant alleges Respondent is mismanaging the property, not exercising reasonable skill and care, and in violation of numerous landlord/tenant law and codes violations. Complainant also alleges Respondent is unlicensed.

Both Respondent and their Principal Broker (PB”) answered the complaint and denied the allegations. Respondent, PB and the firm are all properly licensed. Respondent and PB have repeatedly attempted to accommodate the Complainant’s requests for repairs, and they allege Complainant has become aggressive and no longer allows anyone into the home. PB has notified Complainant that their lease will not be renewed due to non-compliance of the lease terms and believes the complaint was filed in retaliation. There is no evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

- 8. **2025036871**  
**Opened: 7/7/2025**  
**First Licensed: 7/12/2012**  
**Expires: 9/18/2026**

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

An anonymous complainant alleged Respondent had been convicted of criminal charges and did not report them to the Commission.

Respondent denied wrongdoing and has not been convicted of criminal charges, reportable or otherwise.

**Recommendation: Dismiss.**

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

9. **2025035591**  
**Opened: 7/14/2025**  
**Unlicensed**  
**History: None**

This is an anonymous complaint. Complainant alleged Respondent has "dozens of posts" on social media regarding rental properties with Respondent's name and phone number along with what appeared to be an unlicensed firm named as the point of contact.

Mail sent to Respondent was returned and they did not respond to the complaint. Counsel was able to locate contact information for the business named in the advertisement and found it was affiliated with a licensed firm. An employee of that firm responded and stated Respondent "is a real estate agent" under their supervision and the Respondent's "online activity was limited to posting rental advertisements for properties managed by" the property management company operating under the "same ownership umbrella" as the licensed firm.

While Respondent has since become a licensed agent with their firm, they were not licensed at the time of the advertisements.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301; open complaint against related firm for unlicensed activity.**

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

10. **2025035861**  
**Opened: 7/14/2025**  
**First Licensed: 4/21/2022**  
**Expires: 4/20/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a licensee and a neighbor to the Buyers of a home purchased in May 2025. Respondent was Buyer's agent. Complainant alleges in July 2025 a large dead tree in Buyer's yard fell into Complainant's yard and damaged the fence. Complainant wanted Respondent to provide the contact information of the Buyers because the Buyers could be held liable, and Complainant alleged they were "trying to avoid litigation" by speaking to the Buyers. Complainant did not explain why they could not approach the Buyers on their own, since they were back-door neighbors. Respondent refused to provide the information, and Complainant alleges Respondent is not protecting the interests of their client.

Respondent's attorney ("RA") responded on behalf of Respondent. RA denied the Respondent had any knowledge the trees in the yard had been neglected, asserted the Complainant was not a party to any transaction with Respondent or Buyer, and believed that providing Buyer's contact information to a third-party stranger would in fact not be in the best interests of the Buyers. There is no evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

11. **2025036071**  
**Opened: 7/14/2025**  
**First Licensed: 9/20/2021**  
**Expires: 11/5/2026**  
**Type of License: Principal Broker**  
**History: None**

Complainant owns a rental property that was managed by Respondent. Complainant alleged Respondent did not make timely repairs to the property, overcharged for repairs that were made, did not actively market the property and would not return all of Complainant's funds at the termination of the agreement.

Respondent provided a copy of the property management contract executed by the parties and it allows Respondent to make repairs under \$500 at their discretion. Respondent also provided copies of invoices and communications with prospective tenants demonstrating they actively marketed the property and did secure a new tenant in a timely manner. Based on the documents provided by the Respondent, the dispute over how much exactly Complainant is owed because of the termination of the management agreement is a contractual dispute and not within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

12. **2025037021**  
**Opened: 7/14/2025**  
**First Licensed: 6/17/2024**

**Expires: 6/16/2026**  
**Type of License: Affiliate Broker**  
**History: None**

An anonymous Complainant alleged Respondent made false allegations against them to another state's licensing Board to have Complainant's license suspended or revoked. Respondent denied the allegations, and there was no proof provided by Complainant to support their complaint.

**Recommendation: Dismiss.**

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

**13. 2025036631**  
**Opened: 7/22/2025**  
**Unlicensed**  
**History: None**

Complainant is the owner of a time-share interest in a property formerly managed by Respondent HOA. Complainant alleges the Respondent improperly raised fees after previously informing the owners that the property would be liquidated.

The HOA of the property is in the middle of a lengthy restructuring due to bankruptcy and has engaged the services of a third-party management company to assist with the process. An employee of that company responded to the complaint and provided information regarding the fees and why they were being assessed. As this is an HOA issue it is not within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

**14. 2025036471**  
**Opened: 7/22/2025**  
**First Licensed: 10/22/2020**  
**Expires: 10/21/2024 (Expired)**  
**Type of License: Vacation Lodging Service**  
**History: None**

An anonymous complainant alleged Respondent had been managing their rental property while having an expired license. Complainant alleged Respondent's website identified additional properties the Respondent was managing, but when viewed by Counsel the website was not active. Respondent's social media website did have at least one property listed for sale as of November 13, 2025, and appears to have been posted by the former designated agent who is a licensee related to another firm. Respondent's license expired October 21, 2024.

Respondent did not respond to the complaint.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.**

**Commission Decision: The Commission voted to assess a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301 and Five Hundred Dollar (\$500.00) civil penalty for failure to respond or violation of Tenn. Code Ann. § 62-13-313(a)(2).**

**15. 2025036951**  
**Opened: 7/28/2025**  
**First Licensed: 10/31/2022**  
**Expires: 10/30/2026**  
**Type of License: Real Estate Firm**  
**History: None**

An audit for this firm was opened on June 3, 2025. Seven affiliates of the firm were found to have licenses that expired sixty days or more before the audit but were still affiliated with the firm. The auditor stated they suspected unlicensed activity.

Respondent submitted a response stating they contacted “TREC” on several occasions and “received conflicting information—first that agents were sent email reminders 90 days prior, then that notifications were mailed to the address on file. Ultimately, after speaking with a supervisor, we learned that TREC sends a physical letter only to the principal office, and that reminder practices vary significantly by association. Respondent appears to be unaware that the Commission is not affiliated with local professional associations and seemed to be placing the blame for the failure to renew on not receiving multiple reminders from the Commission to do so. Respondent also stated the principal broker of record for the firm was not actually their principal broker and updated that information with TREC. Respondent asserted none of the licensees referenced in the audit conducted unlicensed activity, and all the licensees either now have an active license (five of them) or have been released (two of them).

**Recommendation: Close and flag; Open a complaint against Respondent’s principal broker for failure to supervise.**

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

**16. 2025037001**  
**Opened: 7/22/2025**  
**Unlicensed**  
**History: None**

This is an anonymous complaint. Complainant alleged Respondent “is operating as a multi-state, unlicensed real estate operation engaging in fraudulent, deceptive, and illegal activities. Based on the organization's conduct, communications, structure, and public marketing materials, there is strong reason to suspect violations of numerous state and federal laws including RICO, RESPA,

tax evasion, wire fraud, money laundering, and real estate licensing.” Complainant did not provide any proof of their allegations. A website allegedly linked to Respondent did not contain any evidence of activity, unlicensed or otherwise, in Tennessee and had been deactivated when Counsel returned to check activity a few weeks later. Respondent did not respond to the complaint.

**Recommendation: Dismiss.**

**Commission Decision: The Commission voted to close and flag this complaint.**

**17. 2025037461**  
**Opened: 7/22/2025**  
**First Licensed: 8/31/1989**  
**Expires: 4/22/2027**  
**Type of License: Principal Broker**  
**History: None**

Complainant alleged the Respondent purchased their home and did not disclose they were a licensee. Complainant also alleged Respondent purchased the home without their permission and they were not sure of the exact amount of the purchase price. Based on documents provided by Complainant they were an heir along with two of their siblings to the home. The heirs had a dispute as to whether the Complainant would be able to purchase the home from the siblings. The home was eventually ordered to be sold by the Probate Court, and the Respondent was the listing agent. Complainant alleges Respondent committed fraud and failed to treat all parties with honesty and good faith.

Respondent confirmed they were the listing agent for the property and worked at the direction of the executor of the estate. Complainant had lived in the home for almost twenty years with Parent prior to Parent’s death and so the Probate Court gave Complainant ample opportunity to secure financing to “buy out” their siblings or to work out some sort of agreement. Unfortunately, Complainant was unable to do so, and the Court ordered the home to be sold. The property was eventually sold to a completely unrelated buyer. Respondent provided copies of the executed Purchase and Sale Agreement, the Settlement Statement with disbursements to the family members, and the court Order granting the eviction of the Complainant because they refused to move out of the home after closing.

While this was obviously a difficult and sad situation for the Complainant, there is no evidence of a violation of the Rules or *Broker Act* by Respondent.

**Recommendation: Dismiss.**

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

**18. 2025037571**  
**Opened: 7/22/2025**  
**First Licensed: 1/12/2007**  
**Expires: 5/19/2027**

**Type of License: Principal Broker**

**History: 2020 Close and Flag, 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2023 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance**

Complainant is a licensee and was the agent for Sellers; Respondent was the agent for Buyers. Complainant alleges notice to cancel contracts for three properties was sent to Respondent after the resolution period had ended and the parties confirmed the earnest money would be released for all three properties. The earnest money has not been released and Respondent and their broker stopped responding to Complainant.

Respondent did not respond to the complaint.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for failure to respond to the complaint within ten days as required by Tenn. Code Ann. § 62-13-313(a)(2).**

**Commission Decision: The Commission voted to assess a One Thousand Dollar (\$1,000.00) civil penalty for failure to respond to the complaint within ten days as required by Tenn. Code Ann. § 62-13-313(a)(2) and refer this complaint the Division of Insurance for the title company failing to remit earnest money.**

19. **2025037921**

**Opened: 7/22/2025**

**First Licensed: 3/5/2009**

**Expires: 3/4/2027**

**Type of License: Affiliate Broker**

**History: None**

Complainant alleged they called Respondent and asked to be shown a home, and Respondent told Complainant they would not want to live in that area and used racist language to "warn off" the Complainant.

Respondent, their principal broker and Respondent's attorney all vehemently denied the allegations. Respondent said the Complainant is the ex-spouse of Respondent's romantic partner and has been harassing both the Respondent and Partner. A copy of a cease-and-desist letter sent to the Complainant, as well as copies of text messages sent by Complainant to Partner that were derogatory and threatening were provided.

**Recommendation: Dismiss.**

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

20. **2025038481**

**Opened: 7/22/2025**

**First Licensed: 9/12/2014**

**Expires: 8/31/2024 (Expired)**

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

Complainant is the adult child of the property owner, and Respondent's company was contracted to manage the property. Complainant alleges that Respondent's mismanagement of the property, lack of communication and failure to fulfill responsibilities resulted in fines against the Homeowner by the HOA.

Respondent denied the allegations and provided a detailed timeline of events and email communications between the parties regarding the tenant situation that lead to the assessment of fines by the HOA. Respondent explained to Homeowner and the Complainant that they are not a party to the agreement between the Homeowner and the HOA, and the Homeowner is therefore responsible for maintaining compliance with the HOA rules and bylaws. Based on the documents provided there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

21. **2025038761**  
**Opened: 7/22/2025**  
**First Licensed: 2/1/2024**  
**Expires: 1/31/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a neighbor and relative of Respondent. Complainant alleges Respondent has trespassed on their land and has done extensive grading work and removed trees without Complainant's permission. Complainant provided copies of two Notices of Violation and Stop Work Orders issued by their city code enforcement office to Respondent that indicate Respondent did not receive permits before beginning work. Complainant alleges Respondent is not acting with reasonable care or skill. Complainant has also filed a complaint with the Board of Contractors regarding the actions of Respondent and their spouse who is the apparent owner of the company doing the work.

Respondent stated the issue is a civil one between neighbors and not the result of any real estate transaction with the Complainant. It does not appear this matter is within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

22. **2025039181**  
**Opened: 7/22/2025**  
**First Licensed: 1/6/2022**

**Expires: 1/5/2026**  
**Type of License: Real Estate Firm**  
**History: None**

This is an anonymous complaint. Complainant alleges the Respondent, a property management firm, is allowing unlicensed employees to conduct licensed activities.

Respondent denied the allegations, and explained lease amounts and fees are negotiated by the owners of the properties. There is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**23. 2025040561**  
**Opened: 7/28/2025**  
**First Licensed: 3/9/2021**  
**Expires: 3/8/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant alleges they entered into a purchase agreement to purchase the home of Sellers and then contracted with Respondent to "assist" sellers in purchasing their next home "as they needed to relocate in order to complete the sale to me (Complainant)". Complainant alleges Respondent refused to help secure a new home for Sellers and instead interfered with Complainant's purchase contract. Complainant also alleged Respondent made threats of physical violence against Complainant and their family. Complainant did not provide any documents to support their complaint.

Respondent stated the Complainant is a wholesaler who filed a "memorandum of interest" in Seller's property after executing a contract with a contingency stating their agreement was valid only if they successfully closed on another home on or before June 27<sup>th</sup>. That contingency was not met but Complainant still refused to remove the memorandum which clouded title to the Seller's property. Seller engaged legal counsel who forced Complainant to remove the memorandum and cautioned them against further similar conduct. Respondent provided copies of the Release of Affidavit/Memorandum executed several weeks after the contingency date and the letter from private counsel to Complainant. There was no proof provided of physical threats by Respondent, and there is insufficient evidence of a violation of the Rules or *Broker Act* based on the allegations of Complainant.

**Recommendation: Dismiss.**

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

**24. 2025040771**  
**Opened: 7/28/2025**

**First Licensed: 10/6/2020**  
**Expires: 10/5/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Respondent represented a buyer who went under contract to purchase a home owned by Complainant in September 2024. Complainant alleges Respondent gave out the lockbox code to the buyer and the buyer's contractors after the home was under contract but before closing that resulted in the theft of multiple valuable chandeliers from the home. Complainant attached screenshots of text messages between the parties wherein Respondent asks for the lockbox code so that the Buyer can "walk through it again".

Respondent confirmed they asked for the lockbox code during the contractual inspection period because "(Buyer) would like to walk it through it again." Respondent stated: "The listing agent responded with the code, which I interpreted as approval for (Buyer) to revisit the property on his own." Respondent then passed the code onto the Buyer, who allegedly entered the property and removed the chandeliers so they could install them in another property they already owned. Respondent denied passing on the lockbox code to any contractors but did not specifically ask the Complainant if the Buyer could walk through the home unaccompanied.

**Recommendation: Five Hundred Dollar (\$500.00) civil penalty for failure to diligently exercise reasonable skill and care in providing services to all parties to the transaction in violation of Tenn. Code Ann. § 62-13-403(1)**

**Commission Decision: The Commission voted to assess One Thousand Dollar (\$1,000.00) civil penalty for failure to diligently exercise reasonable skill and care in providing services to all parties to the transaction in violation of Tenn. Code Ann. § 62-13-403(1) and require Respondent to complete the TRACE course within one hundred eighty (180) days and the course to count above and beyond Respondent's continuing education requirements.**

25. **2025040931**  
**Opened: 7/28/2025**  
**First Licensed: 1/11/2006**  
**Expires: 8/27/2027**  
**Type of License: Affiliate Broker**  
**History: 2015 Consent Order for Advertising Violation; 2017 Agreed Citation for advertising violation; 2017 Consent Order for advertising violation; 2018 Consent Order for advertising violations; 2019 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance, 2021 Consent Order for failure to exercise due professional care; 2021 Final Order for hiring unlicensed agents as well as advertising violations; 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance**

Complainant is a homeowner who received a mailer from Respondent asking if they wanted to sell their home. Complainant provided a copy of the mailer which stated Respondent “has a buyer ready to make a cash offer for your home.” Complainant said they did not want to receive the mailers and wanted their name and address taken off the mailing list.

Respondent’s principal broker stated they had researched all the incoming calls, emails and mail and to the best of their knowledge the Complainant never reached out to them directly to remove them from the mailing list. Respondent removed the Complainant’s information from their system and apologized for any inconvenience to the Complainant.

**Recommendation: Dismiss.**

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

**26. 2025037421**  
**Opened: 7/28/2025**  
**First Licensed: 3/10/2022**  
**Expires: 3/9/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant was the agent for Buyers and Respondent’s affiliate was the agent for Sellers. Complainant’s clients made multiple offers on the property and allege Respondent failed to provide any documentation that the offers were presented to the sellers despite repeated requests for the rejected offer bearing the seller’s signature or initials. Complainant also alleges that while their offer was pending, Respondent changed the status of the listing to “under contract” but still refused to provide confirmation of the rejected offer, told the Complainant the change in status was a mistake, then confirmed an offer had been accepted. Complainant alleges they requested clarification from both the Respondent and their principal broker and only received “vague, noncommittal replies.” Complainant alleges Respondent failed to timely submit all offers and failed to provide written confirmation the seller rejected the offer in violation of Tenn. Comp. R. & Regs. 1260-02-.08.

Respondent’s affiliate said they submitted the Complainant’s offers and they were rejected in favor of a better offer. Respondent stated the sellers elected to allow the last offer to expire, and when Complainant requested a signed rejection, sellers were traveling and “unable to sign the offer as rejected at that time.” Respondent’s principal broker said they received Complainant’s emails asking for additional clarification and followed up with the affiliate, who told them they were staying in contact with the Complainant and would let them know the sellers were unable to sign the rejected offer. There is a text exchange wherein the affiliate seems unhappy Complainant contacted their broker and states “we don’t have to respond or send a rejection when the offer has expired. But thanks for filling (the broker) in.” There is no mention of the sellers traveling or otherwise unable to sign the rejected offer.

**Recommendation: Five Hundred Dollar (\$500.00) civil penalty for failing to provide services to each party to the transaction with honesty and good faith.**

**Commission Decision: The Commission voted to assess a Five Hundred Dollar (\$500.00) civil penalty for failing to provide services to each party to the transaction with honesty and good faith, and require Respondent to complete the TRACE course within one hundred eighty (180) days and the course to count above and beyond Respondent's continuing education requirements.**

**27. 2025040141  
Opened: 7/28/2025  
Unlicensed  
History: None**

Complainant alleges the Respondent "scammed them" out of their home. Complainant's home was in foreclosure, and they were contacted by the Respondent who allegedly promised they would help Complainant keep their home. Complainant signed paperwork provided by Respondent on May 21, 2025, but says Respondent did not go over it with them, and the next day a real estate agent showed up to sell their home. Complainant said they never wanted to sell their home, and they were lied to by the Respondent.

Respondent is an investor who primarily works with homeowners in pre-foreclosure. Respondent stated Complainant knew exactly what they signed, and they even negotiated an agreement for temporary occupancy after closing. Based upon the information and documents provided by both parties, there is no proof of unlicensed activity or any action that would be within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

**28. 2025041261  
Opened: 7/28/2025  
First Licensed: 6/10/1994  
Expires: 4/30/2027  
Type of License: Real Estate Firm  
History: None**

Complainant is a homeowner in a community with an HOA managed by the Respondent. Complainant alleges Respondent is attempting to enforce an annual leasing fee and a penalty without the legal authority to do so.

Respondent stated they do have the authority to do so and provided a copy of the lease rules and regulations. This matter is a dispute between the homeowner and the HOA and is not within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

**29. 2025040551**  
**Opened: 8/5/2025**  
**First Licensed: 11/20/2014**  
**Expires: 11/19/2026**  
**Type of License: Real Estate Broker**  
**History: None**

Complainant is selling their home and is working with a licensed agent. Complainant alleged Respondent, who lives in their neighborhood, appeared uninvited and began engaging with prospective buyers during a scheduled showing of Complainant's home. Respondent allegedly spoke to the buyers and the showing agent about Respondent's listing down the street. Complainant alleges Respondent was standing outside Complainant's home on at least one other occasion during a scheduled showing and attempted to speak to prospective buyers as they came and went from the home. Complainant alleges Respondent is facing financial issues and attempted to interfere with the sale of Complainant's home by "inducing any party to a contract, sale or lease to break the contract for the purpose of substitution in lieu of the contract a new contract, where the substitution is malicious or is motivated by the personal gain of the licensee" in violation of Tenn. Code Ann. § 62-13-312(b)(10).

Respondent denied wrongdoing and stated they entered the home on the day of the showing to "say hello" to the agent that was conducting the showing. Respondent stated they spoke with the buyers about the neighborhood and followed up with an email to the showing agent offering to provide more information on the community. A copy of the email was provided wherein the showing agent thanked the Respondent for the information. There is insufficient evidence Respondent interfered with a sale or agency contract belonging to the Complainant.

**Recommendation: Dismiss.**

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

**30. 2025041161**  
**Opened: 8/5/2025**  
**Unlicensed**  
**History: None**

This complaint is related to REC-2025041181 (#40). Anonymous Complainant alleged unlicensed activity by a commercial real estate Company located and licensed in another state. Complainant provided a copy of an "Official Offering Memorandum" distributed by Company advertising a commercial property for sale. Respondents were employees of Company and were listed as contacts for interested parties. A complaint against Company was previously heard by the Commission and a civil penalty for unlicensed activity was recommended. Additionally, it was recommended that a complaint be opened against Respondents for unlicensed activity.

Respondents stated the memorandum was issued while they were with their previous firm, and Respondents thought the matter was settled after Company agreed to execute a proposed Consent Order.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity pursuant to Tenn. Code Ann. § 62-13-301.**

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

**31. 2025041301**  
**Opened: 8/5/2025**  
**First Licensed: 5/13/2016**  
**Expires: 5/12/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainants allege Respondent, who was the listing agent for Sellers, failed to present all offers to the Sellers to keep the commission fully inside Respondent's firm and to prevent the other agent's clients (who also submitted an offer) from being forced to pay more for the property pursuant to an escalation clause. Complainants' attorney stated the Sellers allegedly learned of the non-conveyed offer on or about February 1, 2021, and decided not to proceed with the sale of the home. The parties have been in extensive litigation since that time, with at least one judgment on appeal. Complainants provided almost 800 pages of documents including depositions and communications along with an alleged timeline of the failed transaction, all of which show the events that give rise to the complaint took place in January and February of 2021.

Respondent denied all allegations and provided their own summary of litigation along with the contact information of their attorney.

**Recommendation: Dismiss pursuant to Tenn. Code Ann. § 62-13-313(e)(1) which states that any complaint filed with the commission pursuant to this chapter shall be filed within the longer of the following: Two (2) years from the date of commission of the alleged violation of Tenn. Code Ann. § 62-13-312 or the date that the complainant actually became aware of the violation.**

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

**32. 2025041421**  
**Opened: 8/5/2025**  
**First Licensed: 5/13/2022**  
**Expires: 5/12/2026**  
**Type of License: Principal Broker**  
**History: None**

This is an administratively opened complaint. Respondent's affiliate was assessed a civil penalty for an advertising violation based upon the following:

Anonymous Complainant alleged Respondent advertised a property on social media in violation of advertising rules. A screen shot of a public post by Respondent on a Facebook “Off Market” real estate page advertised a property for sale and did not identify Respondent as a licensee, did not contain their firm name and provided a phone number to “call or text” without identifying if it was the firm number or the Respondent’s personal number.

Respondent acknowledged the errors and stated they didn’t understand that “off-market” advertising was subject to the advertising rules. Respondent’s principal broker contacted them within a few hours of the post and informed them they were in violation and Respondent stated they immediately corrected the post.

Respondent stated the affiliate had only been licensed for a few months when the post was made, and they corrected the error as soon as they were notified it was not in compliance with TREC Rules. Respondent is in “constant communication with my agents via direct communication and a weekly meeting to answer questions, problem solve and proofread articles of marketing like (this) social media post. It is extremely important to me to be as forthcoming and cooperative with these matters.”

**Recommendation: Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) which requires all advertising to be under the direct supervision of the principal broker and shall list the firm name and the firm telephone number as listed on file with the Commission.**

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

**33. 2025041621**  
**Opened: 8/5/2025**  
**First Licensed: 9/25/2009**  
**Expires: 1/12/2026**  
**Type of License: Principal Broker**  
**History: None**

Respondent manages a rental property owned by Complainant, and Complainant requested an evaluation of another property before they listed it for rent. Complainant decided not to use Respondent’s services, and alleges Respondent withheld \$675.00 of rent proceeds from the existing rental as “payment for services rendered” for evaluating and “preparing” the second property for rent. Complainant denies they agreed to those charges and requested a copy of any documentation where they agreed to do so. Respondent could not provide any documentation but stated in a text message they provided those services by “mutual understanding.” Complainant provided a copy of text messages between the parties and an invoice wherein Respondent stated they would be keeping the rent proceeds as payment and sent checks to Complainant closing out the rental account minus the \$675.00, they say they were owed. Complainant alleges Respondent is failing within a reasonable time to account for or to remit any money coming into the licensee’s possession that belongs to others in violation of Tenn. Code Ann. § 62-13-312(5).

Respondent said they provided the services due to the existing business relationship and in “mutual understanding and agreement” and that the “paperwork was just a formality”. Respondent acknowledged in their response that an agency agreement and listing agreement were not executed by the Complainant but repeatedly insisted they had a “mutual agreement and understanding” and therefore they could keep the rental proceeds from the first property as payment for services on the second property. While the parties may have a contractual dispute over whether Respondent is due payment for their services, using the rental proceeds of the rental property Respondent was already managing for Complainant was clearly not agreed to by the Complainant based on the text messages sent between the parties. Respondent appears to be in violation of Tenn. Code Ann. § 62-13-312(5)

**Recommendation: One Thousand Dollar civil penalty (\$1000) for failing within a reasonable time, to account for or to remit any moneys coming into the licensee's possession that belongs to others in violation of Tenn. Code Ann. § 62-13-312(5).**

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

**34. 2025042421**  
**Opened: 8/5/2025**  
**First Licensed: 6/25/2013**  
**Expires: 12/19/2026**  
**Type of License: Principal Broker**  
**History: 2025 Consent Order for failure to keep listing information current and accurate; 2025 Letter of Instruction as to advertising**

An anonymous Complainant alleged Respondent was offering rebates to induce people to work with Respondent. Complainant provided a copy of an advertisement by Respondent wherein Respondent offers “VIP perks & buyer guarantees” to work with Respondent. The advertisement does not offer rebates or cash to buyers or their agents but does offer discounts if preferred lenders or vendors are used by the buyer.

Respondent denied any wrongdoing and confirmed preferred vendors would offer discounted prices for their services. Based on the information provided there does not appear to be a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**35. 2025042481**  
**Opened: 8/5/2025**  
**First Licensed: 8/18/2017**  
**Expires: 8/17/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a buyer, and Respondent was the listing agent for seller. Complainant alleged they went under contract to purchase the home on June 30, 2025, and had an appraisal done prior to closing. Complainant alleged the appraisal revealed that the square footage of the home was significantly less than advertised, and that the property consists of 1.01 acres rather than the advertised 2 acres. Complainant alleges after they terminated the purchase agreement on July 25th, 2025, Respondent threatened Complainant with legal action.

Respondent stated they listed the acreage as 2 acres because the recorded deed for the property stated the acreage was 2 acres. Respondent provided a copy of the deed. Respondent obtained the square footage from tax records and from information provided by the Seller. Respondent stated they never spoke with the Complainant, only Complainant's agent, and did discuss the possibility of legal action due to the breach of contract after contingencies had been satisfied. Respondent denied any wrongdoing, and there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**36. 2025039091**  
**Opened: 8/5/2025**  
**First Licensed: 6/2/1998**  
**Expires: 12/31/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant was a buyer, and an affiliate of Respondent's firm was their agent. Complainant alleged the Respondent was found liable for fraud due to the affiliate's actions while they represented the Complainant. Complainant provided a copy of an unexecuted "Final Judgment" naming two individuals, but the Respondent firm was not named and the lawsuit involved incidents that occurred months after the Complainant purchased their home.

Respondent stated the affiliate named in the complaint was not with their firm and passed on the contact information of the correct firm. The named affiliate did provide a response and stated the Complainant engaged the services of the affiliate's spouse to decorate the home after closing, and a lawsuit between the parties regarding payment has been the unfortunate result.

**Recommendation: Dismiss.**

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

**37. 2025038771**  
**Opened: 8/19/2025**  
**First Licensed: 5/13/2022**  
**Expires: 5/12/2026**  
**Type of License: Affiliate Broker**

**History: None**

Complainant alleges they were taking video of a property for clients to show them what was available in the area when they were approached and then harassed by the Respondent and Respondent's spouse. Complainant said they filmed the interaction but only still photos were provided, and they do seem to show a heated exchange between the spouse and Complainant.

Respondent said they were visiting the site of a home their spouse was building and found the Complainant sitting out front with a camera, so they asked them what they were doing. A verbal confrontation ensued, and the Respondent contacted law enforcement. While unfortunate for everyone involved, there is no indication of a violation that would be under the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

38. **2025040841**  
**Opened: 8/19/2025**  
**First Licensed: 11/7/2007**  
**Expires: 4/2/2017 (Expired)**  
**Type of License: Affiliate Broker**  
**History: 2014 Consent Order for violation of Tenn. Code Ann. § 62-13-312(b); 2016 Final Order for accepting a commission from any person, except the real estate broker with whom the licensee is affiliated with; 2016 Close and Flag; 2017 Close and Flag; 2017 Close and Flag; 2017 Close and Flag**

Complainant was a tenant in a property managed by Respondent. Complainant alleged mismanagement by Respondent, unlicensed activity and failure to remit money owed to Complainant. Complainant provided copies of communications sent to them by Respondent that named an unlicensed firm as the property management company while Respondent states, "I am the property manager of the property" and discuss monthly rent amounts and terms of the lease.

Respondent did not respond to the complaint.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity pursuant to Tenn. Code Ann. § 62-13-301.**

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

39. **2025041071**  
**Opened: 8/19/2025**  
**First Licensed: 11/23/2020**  
**Expires: 11/22/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant was a buyer and Respondent was their agent, however “at no point ...were we ever presented with a buyers representation agreement to sign.” Complainant alleges they submitted an offer on the property but ending up withdrawing prior to expiration so they could discuss “making a stronger offer.” Complainant alleges they learned the next day a different offer had been accepted and that the buyers were also represented by Respondent. Complainant alleges Respondent failed to act in Complainant’s interest.

Respondent’s principal broker answered on behalf of Respondent. Respondent wrote three offers for Complainant, all accompanied by a Buyer’s Representation Agreement that the Complainant refused to sign. The first offer was not submitted, and the next two offers were for the disputed property. Respondent stated they should have walked away when the Complainant refused to execute the agency agreement. Respondent did initially represent the couple that ended up successfully making an offer on the home, but once that couple expressed interest in the property Respondent referred them to a fellow agent who handled the transaction moving forward. A copy of the referral agreement between the two agents was provided along with the transaction file.

**Recommendation: Dismiss.**

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

**40. 2025041181**  
**Opened: 8/19/2025**  
**Unlicensed**  
**History: None**

This complaint is **related to REC-2025041161 (#30)**. For the reasons stated previously, Counsel recommends a civil penalty for unlicensed activity.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity pursuant to Tenn. Code Ann. § 62-13-301.**

**Commission Decision: One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity pursuant to Tenn. Code Ann. § 62-13-301 and audit Respondent’s firm.**

**41. 2025041951**  
**Opened: 8/19/2025**  
**First Licensed: 4/2/2002**  
**Expires: 7/8/2027**  
**Type of License: Principal Broker**  
**History: None**

Complainant was a buyer and Respondent/licensee was the seller. Complainant entered into a purchase agreement with Respondent, contingent on the tenant vacating the premises prior to closing. The contingency was not met so the Complainant terminated the agreement. Complainant

alleges Respondent has not returned their earnest money, and they are concerned Respondent may not have deposited the funds into a proper trust account.

Respondent did not respond to the complaint.

**Recommendation: One Thousand Dollars (\$1,000.00) civil penalty for failure to respond to the complaint within ten (10) days, in violation of Tenn. Code Ann. § 62-13-313(a)(2).**

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

**42. 2025042111**  
**Opened: 8/19/2025**  
**First Licensed: 12/27/2005**  
**Expires: 12/26/2025 (Retired)**  
**Type of License: Affiliate Broker**  
**History: None**

Anonymous Complainant alleged Respondent has a history of domestic violence and stalking and should not be allowed to be a licensee.

Respondent confirmed they have pending domestic violence-related criminal charges but asserted they have not been convicted. The charges, even if convicted, are not of the type required to be reported to the Commission pursuant to Tenn. Code Ann. § 62-13-312.

**Recommendation: Dismiss.**

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

**43. 2025042501**  
**Opened: 8/19/2025**  
**First Licensed: 9/5/2000**  
**Expires: 11/25/2025**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges they entered an exclusive buyer representation agreement with Respondent on July 19, 2025, and wishes to end the relationship due to a breakdown of communication and trust. Complainant states they independently discovered a property, without assistance from Respondent, and subsequently requested release from their agreement with Respondent. However, Complainant alleges Respondent later informed them Respondent must be included in the offer. Complainant alleges they requested assistance from Respondent's principal broker and to date, the matter remains unresolved.

Respondent submitted a response denying all allegations of Complainant. Respondent states they entered an exclusive buyer representation agreement with Complainant on July 19, 2025.

Respondent said after Complainant listed their property with another agent, Respondent worked to resolve the situation amicably, a referral agreement was finalized, and eventually Respondent executed a formal release from the buyer representation agreement. Based upon the information from both parties and documents provided, Counsel finds no violations of the statutes and rules and recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**44. 2025042901**  
**Opened: 8/19/2025**  
**First Licensed: 5/14/2015**  
**Expires: 4/11/2027**  
**Type of License: Principal Broker**  
**History: None**

Complainant lives out of state; Respondent is a principal broker who was selling their own home. Complainant alleges they made an offer on Respondent's home based solely on the pictures provided. Complainant alleges Respondent included expensive light fixtures in the listing but later replaced the lighting fixtures with "contractor-grade" lighting. Complainant alleges Respondent refused to correct the misleading contract by including the light fixtures in the photos. Complainant alleges Respondent is in violation of the Tennessee REALTORS® Code of Ethics and is fully aware of their actions.

Respondent answered the complaint stating Complainant's agent visited the property in person and following the visit Complainant's agent submitted an offer, which Respondent signed. Respondent states the fixtures were not included in the upgrades in the reduced-price listing, and that the light fixtures were changed months prior before any showings. Respondent states upon receiving information from Complainant's agent about the fixtures, Respondent attempted to provide solutions for alternatives and eventually a credit. Respondent states Complainant's agent confirmed their satisfaction with the proposal and agreed to move forward with the transaction.

The Commission does not have jurisdiction on matters related to professionalism, ethics, nor the Tennessee REALTORS® Code of Ethics.

**Recommendation: Dismiss.**

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

**45. 2025043391**  
**Opened: 8/19/2025**  
**First Licensed: 6/22/2016**  
**Expires: 6/21/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainants are out of state residents. Respondent is an affiliate broker. Complainants allege during an inspection of the subject property it was discovered the roof needed to be fully replaced and this fact should have been disclosed prior to the inspection. Complainants allege their proposed roofing contractor informed Complainants of a previous claim in the past five (5) years for repairs to other parts of the property and were unable to obtain any receipts. Complainants allege their roofer informed Complainants of suspected insurance fraud due to the amount the sellers were willing to spend to fix the roof when insurance agreed to make a full replacement. Complainants are concerned about Respondent's alleged dishonest dealing.

Respondent answered the complaint stating they first discovered the leaks following questions received from the completed inspection. Respondent states Complainants did not sign the Property Condition Update. Respondent states two (2) separate roofers inspected the roof, and insurance opened a roof claim of approximately Eighteen Thousand Dollars (\$18,000.00) or approximately Fifteen Thousand Dollars (\$15,000.00) after subtraction of depreciation and the deductible. Respondent states Complainants wanted the full Eighteen Thousand Dollars (\$18,000.00) and instead the sellers agreed to replace the roof and decline Complainant's request. Respondent states all documentation of previous leaks and damage were provided and then the parties signed a mutual release. The Commission does not have jurisdiction on matters related to insurance fraud. Additionally, based upon the information provided, Counsel finds no violations of the rules and statutes as all documents were provided including an updated Property Condition Disclosure Form. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**46. 2025043961**  
**Opened: 8/19/2025**  
**First Licensed: 2/25/2021**  
**Expires: 2/24/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges Respondent failed to provide adequate communication and requested documentation after repeated inquiries. Complainant alleges they contacted Respondent on July 21, 2025, placed a welfare call on July 28, 2025, to Respondent's broker regarding Respondent. Complainant alleges Respondent's principal broker informed them Respondent was well and no explanation for Respondent's lack of communication. Complainant communicated with Respondent's principal broker from July 28 – July 31, 2025, without a definitive answer of Respondent's status. Complainant is requesting the Commission investigate if Respondent's firm is involved in "foul play in regarding the well-being of [Respondent]," breach of professional standards, and violation of any rules or statutes of the Commission.

Respondent and Respondent's principal broker ("Parties") submitted a response. The Parties stated Complainant did receive the answer and full copies of the documents they requested. The Parties state a third party informed Complainant the Respondent would not represent Complainant and aware this is the reason for Respondent's lack of response. Respondent's principal broker confirmed they did communicate with Complainant, but did not provide the information Complainant requested, such as Respondent's location. Based upon the information provided by Respondent, Counsel does not find Respondent nor Respondent's principal broker in violation of the statutes or rules of the Commission. For the times mentioned by Complainant, Respondent no longer represented Complainant and was under no obligation to continue correspondence to a transaction that had already been closed.

**Recommendation: Dismiss.**

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

**47. 2025044571**  
**Opened: 8/19/2025**  
**First Licensed: 11/5/2007**  
**Expires: 6/6/2026**  
**Type of License: Principal Broker**  
**History: None**

The Respondent is the principal broker of the **related complaint REC-2025043961 (#47)**. For the reasons stated above, Counsel recommends dismissal.

**Recommendation: Dismiss.**

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

**48. 2025044651**  
**Opened: 8/19/2025**  
**First Licensed: 9/11/2023**  
**Expires: 9/10/2027**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant alleged Respondent was disciplined by a Tennessee health board for sexual misconduct and should not be licensed by the Commission. Complainant made other allegations that are not within the jurisdiction of the Commission. Complainant attached a Disciplinary Action Report from January 2023 containing a report of action against the Respondent's health-related license for sexual misconduct.

Respondent stated they reported the discipline to the Commission, and it was considered at the October 2023 meeting as part of the informal appearance section of the meeting's agenda. Respondent's request for approval for licensure was unanimously approved.

**Recommendation: Dismiss.**

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

**49. 2025044951**  
**Opened: 8/19/2025**  
**First Licensed: 2/20/2014**  
**Expires: 12/14/2026**  
**Type of License: Real Estate Broker**  
**History: None**

Complainant alleged Respondent "knowingly" tried to sell the home of a felon while that felon was "on the run" from criminal charges.

Respondent's attorney stated the Respondent was contacted by the owner of the property and asked if Respondent knew of an interested buyer. Respondent spoke with Buyer, who asked Respondent to assist in purchasing the home. Respondent provided copies of the Purchase and Sale Agreement, Agreement to Show Unlisted Property, the Confirmation of Agency Status between Respondent and Buyer, and the Property Condition Disclosure, all of which were signed on April 11, 2025, and acknowledged by Owner on April 12, 2025. Respondent became aware thirteen (13) days later there was an outstanding warrant for Owner and contacted their attorney for guidance on how to proceed. There is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**50. 2025041921**  
**Opened: 8/19/2025**  
**First Licensed: 7/27/2007**  
**Expires: 7/26/2027**  
**Type of License: Real Estate Firm**  
**History: 2016 Consent Order for failure to exercise reasonable skill and care to all parties to a transaction; 2023 Consent Order for failure to respond to a complaint; 2023 Consent Order for failure to respond; 2024 Letter of Warning**

Complainants entered a timeshare contract with Respondent in 2019 and agreed to an "upgrade" in December 2020. Complainant alleges Respondent misled them regarding the amount of the monthly payments they would be making towards their purchase and made other misrepresentations about their options to stay at Respondent's properties. Complainants asked for their contract to be canceled.

Respondents stated the amount of the monthly payments was made clear in the contract signed by the Complainants in 2019 and 2020 and the loan document signed in 2021. They deny any misrepresentations were made. As both the ten-day rescission period has long passed as well as

the statute of limitations for complaints to be filed, the Commission does not have jurisdiction over this matter.

**Recommendation: Dismiss.**

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

**51. 2025043941**  
**Opened: 8/19/2025**  
**First Licensed: 9/20/2021**  
**Expires: 11/5/2026**  
**Type of License: Principal Broker**  
**History: None**

This complaint is related to REC-2025036071 (#11). Complainant seems to be alleging the termination fee charged by Respondent should be refunded to Complainant. As previously stated, Respondent provided a copy of the property management agreement executed by Complainant, which includes both a \$500 cap on discretionary repair spending by Respondent and provides for the assessment of an early termination fee.

**Recommendation: Dismiss.**

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

**52. 2025044001**  
**Opened: 8/19/2025**  
**First Licensed: 1/16/2013**  
**Expires: 1/15/2027**  
**Type of License: Real Estate Firm**  
**History: 2021 Failure to exercise reasonable skill and care in property management services**

Complainant alleged they entered into a lease agreement with Respondent and were left to communicate with unlicensed individuals in Respondent's employment regarding lease issues, management issues and payments. Complainant alleged unlicensed activity.

Respondent denied the allegations and stated they did not have a contract with Complainant. Complainant followed up and stated they filed the complaint "for a friend" and now wished for it to be withdrawn. There is no evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

53. 2025044671  
Opened: 8/25/2025  
First Licensed: 8/31/1990  
Expires: 8/29/2020 (Expired)  
Type of License: Principal Broker  
History: None

An audit for this firm was opened on July 1, 2025, and it was determined that affiliates on the firm's roster have expired licenses including Respondent. The auditor suspected unlicensed activity.

Respondent's firm responded to the complaint and stated Respondent was licensed in another state, was active in that state and had not been engaged in activity that required licensure in Tennessee since before their license expired. Based upon the information provided, there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

54. 2025044701  
Opened: 8/25/2025  
First Licensed: 5/10/1996  
Expires: 12/4/2023 (Expired, Active)  
Type of License: Affiliate Broker  
History: None

The complaint is related to REC-202504469 (#65). Respondent's license was expired but they were still on the firm's roster. Respondent stated they retired their license prior to its expiration and provided proof of the retirement documentation and payment of the required fee. Respondent did not know their license was coded as "expired" instead of retired until they received notice of the complaint. Respondent stated the last activity they conducted that required licensure was six months before they submitted the retirement request, and there is no proof otherwise.

**Recommendation: Dismiss.**

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

55. 2025046821  
Opened: 8/25/2025  
First Licensed: 8/4/2005  
Expires: 8/3/2027 (Retired)  
Type of License: Affiliate Broker  
History: 2021 Letter of Warning for advertising violation

Complainant and Respondent are both licensees. Complainant alleges in 2020 Respondent sexually harassed the Complainant via anonymous text messages. Law enforcement was contacted and Complainant told them they suspected Respondent. A subpoena issued to the cell phone provider produced information that seemed to connect the Respondent to the messages, but the investigator did not feel there was enough evidence to prosecute so closed the case. Complainant just learned in July 2025 about the subpoenas and the link to the Respondent.

Respondent denied the allegations. A referral to law enforcement would not be useful as they have already closed their case and the statute of limitations on any criminal charge has expired. There is insufficient evidence of a violation of the Rules or *Broker Act*, and the Commission does not have jurisdiction over ethical violations.

**Recommendation: Dismiss.**

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

**56. 2025044271**  
**Opened: 9/15/2025**  
**First Licensed: 8/4/2005**  
**Expires: 8/3/2027 (Retired)**  
**Type of License: Affiliate Broker**  
**History: 2021 Letter of Warning for advertising violation**

Complainant alleges they participated in a long-term extramarital relationship with Respondent, and the Respondent has recently been charged with criminal offenses involving harassment and stalking of the Complainant. Complainant also alleges the Respondent used the homes of clients to meet with Complainant to conduct their affair. Complainant provided copies of text messages with Respondent wherein they appear to confirm engaging in sexual activity with the Complainant at clients' homes.

Respondent did not respond to the complaint.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for failure to respond to the complaint within ten days as required by Tenn. Code Ann. § 62-13-313(a)(2).**

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

**57. 2025044971**  
**Opened: 8/25/2025**  
**First Licensed: 12/20/2011**  
**Expires: 12/19/2027**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is the parent of a tenant who leased a property managed by Respondent. Complainant visited the property prior to occupancy and alleged the property was "uninhabitable", was dirty

and filled with mold and needed repairs. Complainant alleged mismanagement and failure to act with reasonable skill and care.

Respondent stated the home was previously occupied by one of the Complainant's other adult children and all parties were aware of the age and condition of the home. The previous tenants had an agreement with the new tenants to leave behind some furniture and outdoor grills which made it impossible for the Respondent to thoroughly clean between tenants. Additionally, Respondent provided emails between the Respondent and the city addressing that while the home was "dirty" upon inspection, repairs were needed to the front and back decks and were done within days of the inspection. All the tenants executed a lease wherein they confirmed they had inspected the property prior to occupancy and were satisfied with the condition of the home.

**Recommendation: Dismiss.**

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

**58. 2025046861**  
**Opened: 8/25/2025**  
**First Licensed: 6/3/1998**  
**Expires: 6/14/2027**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is the Seller; Respondent's affiliate is their listing agent. Complainant alleges there have been multiple showings where lights and ceiling fans were left on and on at least 2 occasions the back door was left unlocked or open. Complainant seems to be alleging to have a lack of reasonable skill and care by Respondent's agents.

Respondent's principal broker ("PB") responded and stated that on one occasion the Complainant alleged the door from the garage to the house was left ajar and a light left on after a showing. Respondent stated they contacted the firm of the showing agent and let them know the property was not secured when the agent left and called Complainant to apologize. There is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**59. 2025047951**  
**Opened: 9/3/2025**  
**First Licensed: 10/8/1999**  
**Expires: 3/30/2026**  
**Type of License: Principal Broker**  
**History: 2006 Letter of Warning regarding advertising violations**

Complainant alleged Respondent was using an online platform that required the buyer's agent to pay a third-party vendor of the seller a commission for their buyer's offer to be submitted. Complainant alleged the Respondent was allowing unlicensed activity to occur and was paying a commission to an unlicensed entity for acts that require licensure.

Respondent was contracted with a financial institution who acquired the property through foreclosure to sell the home and stated the fee was not a commission or referral fee but a "technology fee/offer processing fee". Respondent provided a copy of the MLS listing and the instructions from their client directing them to use the following language: "All offers must be submitted by the Buyer's agent via the ("JohnSmith.net Agent Portal"). If your offer is accepted, you agree to be responsible for an offer submission technology fee of \$150.00. The fee will be collected and disbursed by the settlement agent and disbursed at the closing and settlement of the transaction." Based on the information provided there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**60. 2025047931**  
**Opened: 10/6/2025**  
**Unlicensed**  
**History: None**

This complaint is **related to REC-2025047951 (#59)**. Respondent is the provider of the online platform referenced in that complaint and states a technology fee is only assessed to the Selling Agent or Buyer when their offer is accepted. The fee is for utilizing the system to manage, negotiate & execute final offers. Offers do not require a fee and any number of offers can be submitted to the seller and their agent through the platform with no fee. The fee is assessed once and only with acceptance of the final offer. Offers being made through the platform do not circumvent any agent or provide agency or broker services.

**Recommendation: Dismiss.**

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

**61. 2025048151**  
**Opened: 9/3/2025**  
**First Licensed: 5/16/1996**  
**Expires: 2/12/2026**  
**Type of License: Affiliate Broker**  
**History: 2022 Letter of Warning regarding providing services to all parties in a transaction with honesty and good faith**

Complainant alleged Respondent was their buyer's agent when they purchased a home in January 2023. Complainant stated they wanted to close later, but Respondent urged them to close sooner

and loaned the Complainant funds to do so. Complainant paid Respondent back within a month of closing but alleges Respondent has now placed a fraudulent lien on the home alleging funds are still owed. Complainant provided a copy of a promissory note and proof of payment.

Respondent denied wrongdoing and confirmed they placed a lien on the property due to non-payment of services for remodeling work the Respondent provided to Complainant on that same property after closing. Respondent also stated the parties are currently litigating this matter as well as another contract for the sale of a second home that Respondent alleges Complainant sold on their own while under an agency agreement with Respondent. This is a contractual dispute between the parties and is not within the jurisdiction of the Commission.

**Recommendation: Dismiss.**

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

62. 2025048191  
Opened: 9/3/2025  
First Licensed: 6/1/2010  
Expires: 5/31/2026  
Type of License: Affiliate Broker  
History: None

Complainant alleged they contacted Respondent to inquire about renting an apartment and then requested to view the apartment the next day. Complainant was met at the property by someone other than Respondent and shown the property. Complainant filled out an application and provided a copy of their photo id and their social security number and were told there would be a background check but then learned the background check was canceled. Complaint alleges Respondent used their status as an agent to obtain their personal information and is concerned they may be a victim of identity fraud.

Respondent stated they owned the property the Complainant was interested in with their spouse, and it was their spouse that met with Complainant. Spouse indicated the Complainant was initially interested but by the end of their interaction was belligerent. Respondent canceled the background check so Complainant wouldn't be charged a fee and shredded Complainant's personal information. There is insufficient evidence of violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

63. 2025048931  
Opened: 9/3/2025  
First Licensed: 2/5/2021  
Expires: 2/4/2027  
Type of License: Affiliate Broker  
History: None

Complainant is the former principal broker of Respondent. Complainant alleged Respondent received commission payments directly from the title company in violation of Tenn. Code Ann. § 62-13-312(b)(11). Complainant provided copies of communications between the parties wherein Respondent stated the transaction with one specific title company “didn’t go through the system because of my own lack of knowledge. I was under the assumption that if transaction fees were still paid to (firm) then all was well.” Complainant broker released Respondent and requested repayment of the improperly paid funds.

Respondent provided the following response: “I take full accountability in this and place the blame on no one but myself. It was never my goal to go around (firm), it’s not like I gained anything by maneuvering around them so I wasn’t doing it in spite but ignorance. I was under impression that transaction fees and HUDs were still being sent and that (firm) was still a part of the transaction.”

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for accepting a commission or any valuable consideration by an affiliate broker from any person, except the licensed real estate broker with whom the licensee is affiliated in violation of Tenn. Code Ann. § 62-13-312(b)(11).**

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

64. **2025049391**  
**Opened: 9/3/2025**  
**First Licensed: 11/3/2017**  
**Expires: 11/2/2027**  
**Type of License: Affiliate Broker**  
**History: 2022 Consent Order for an advertising violation**

Complainant and Respondent are both licensees. Complainant alleges they received notice that four agents in their firm had been issued license transfers and this “was not done in the proper channels as (Respondent) and I have an operating agreement in place that has not been resolved yet.”

Respondent stated the transfer requests were submitted to TREC and they worked with a staff member to make sure they provided all required information. All the transfers were reviewed and processed.

**Recommendation: Dismiss.**

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

65. **2025044691**  
**Opened: 9/3/2025**  
**First Licensed: 10/6/2010**  
**Expires: 10/5/2026**  
**Type of License: Real Estate Firm**

**History: None**

An audit for this firm was opened on July 1, 2025, and it was determined that some affiliates on the firm's roster have expired licenses. The auditor alleged the firm's current principal broker would neither "confirm nor deny" whether the affiliates are still associated with the firm and the auditor suspected the firm was allowing unlicensed activity by four (4) affiliates.

Respondent stated they did not realize the affiliates were on their roster until the auditor notified them. Respondent asserted none of the affiliates were active and had not been since before their licenses expired. One of the affiliates retired their license and it was not properly recorded in their file. All four of the affiliates have been removed from the firm roster by the principal broker.

**Recommendation: Dismiss.**

**Commission Decision: The Commission voted to assess a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity, and administratively open complaints against Respondent's principal broker and the four (4) affiliate brokers for potentially unlicensed activity.**

66. 2025044711  
Opened: 9/15/2025  
First Licensed: 10/17/2012  
Expires: 10/16/2024 (Expired, Active)  
Type of License: Affiliate Broker  
History: None

This complaint is **related to REC-2025044691 (#65)**. Respondent was one of the affiliates still on the firm's roster even though their license expired in October 2024. The auditor opened a complaint against the affiliate alleging unlicensed activity. The Respondent did not respond to the complaint, but the firm submitted a response stating the affiliate was not active and had not been since before their license expired.

**Recommendation: Dismiss.**

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

67. 2025045951  
Opened: 9/3/2025  
First Licensed: 9/29/2009  
Expires: 9/28/2027  
Type of License: Real Estate Firm  
History: 2025 Letter of Warning regarding timely responding to complaints

Complainant alleged they could no longer afford their timeshare with the Respondent and despite repeatedly asking Respondent to grant some relief, Respondent refused to do so. Complainant asked that they be released from their contract.

Respondent stated the Complainant entered into the purchase agreement in 2015 while in another state, and the rescission period has long passed. There is no evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**68. 2025048451**  
**Opened: 9/3/2025**  
**First Licensed: 12/30/2015**  
**Expires: 5/16/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant was a buyer, and Respondent was the listing agent. Complainant alleged Respondent listed the home as a 5-bedroom home when it only has three bedrooms and declined to correct the listing after it was pointed out to the Respondent. Complainant alleges Respondent's listing was not current and accurate as required by Tenn. Comp. R. & Regs. 1260-02-.12(5)(c).

Respondent stated they were never contacted by Complainant or their agent about the listing or any errors and apologized for any inconvenience to the Complainant. Respondent stated the home was built in 1973, the two downstairs bedrooms were "grandfathered in" and the tax card listed the home as having five bedrooms. Complainant provided a rebuttal stating the two rooms were smaller than what was described in the MLS and argued the rooms do not qualify under current codes as bedrooms due to the lack of windows and so should not have been listed as such.

**Recommendation: Letter of Warning regarding Tenn. Comp. R. & Regs. 1260-02-.12(5)(c) requiring listing information be kept current and accurate.**

**Commission Decision: The Commission voted to send a Letter of Warning regarding Tenn. Comp. R. & Regs. 1260-02-.12(5)(c) requiring listing information be kept current and accurate and Tenn. Code Ann. § 62-13-403(1) for diligently exercising reasonable skill and care.**

**69. 2025044211**  
**Opened: 9/15/2025**  
**First Licensed: 10/17/2016**  
**Expires: 10/16/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainants allege they entered into a Purchase and Sale Agreement with the Respondent to buy their home and agreed to an occupancy agreement for several months prior to closing. Complainants allege Respondent failed to pay the agreed upon rent and has failed to maintain the

home. Documentation provided by the Complainants shows the entirety of the transaction took place in an adjoining state where the Respondent was also licensed.

Respondent did not respond to the complaint, but their principal broker at the time (Respondent has broker-released since the complaint was filed) responded by confirming the events took place in another state. Respondent was directed by their principal broker to follow up with their own response to the allegations but did not do so.

**Recommendation: Assess a Civil Penalty of One Thousand Dollars (\$1,000.00) for failure to respond to the complaint within ten (10) days, in violation of Tenn. Code Ann. § 62-13-313(a)(2).**

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

70. 2025044661  
Opened: 9/15/2025  
First Licensed: 10/12/1987  
Expires: 4/4/2027  
Type of License: Principal Broker  
History: None

An audit for this firm was opened on July 1, 2025, and it was determined that several affiliates on the firm's roster have expired licenses. The auditor suspected the firm was allowing unlicensed activity by five (5) affiliates.

Respondent's firm responded to the complaint and stated one of the affiliates was licensed in another state, was active in that state and had not been engaged in activity that required licensure in Tennessee since before their license expired. The other affiliates have not been with the firm since before their licenses expired and their current locations were unknown. Based upon the information provided, there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

71. 2025046591  
Opened: 9/15/2025  
First Licensed: 8/15/2005  
Expires: 8/14/2011 (Expired)  
Type of License: Affiliate Broker  
History: None

Complainant alleged Respondent, acting as an investor, "structured" a transaction in 2023 that left the mortgage in Owner's name while the buyer assumed the payments. The buyer defaulted, and the property has gone into foreclosure. Complainant alleged Respondent engaged in unlicensed activity.

Respondent denied unlicensed activity, and stated the transaction was fully disclosed to Owner. A copy of the purchase and sale agreement executed by Owner was provided. There is insufficient proof of any unlicensed activity by Respondent.

**Recommendation: Dismiss.**

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

72. **2025046141**  
**Opened: 9/22/2025**  
**First Licensed: 6/28/2010**  
**Expires: 9/9/2027**  
**Type of License: Principal Broker**  
**History: None**

Respondent's affiliate was previously assessed a civil penalty for an advertising violation, and the Commission recommended a complaint be opened against Respondent pursuant to Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) which states all advertising shall be under the direct supervision of the principal broker. The related complaint stated:

“Anonymous Complainant alleged Respondent was publicly offering cash payments to the public and other agents for referrals that lead to a completed sale. Complainant provided a copy of an advertisement posted to social media by Respondent:

Last year, we were so grateful to receive so many real estate referrals from you—it truly means the world to us! ❤️ To make things easier for everyone this year, we've set up a simple way to track them.

Here's the deal:

We pay \$100 for EACH real estate referral that closes, and the best part? It can be anywhere in the U.S.! 🇺🇸

If you know someone looking to buy or sell a home, just send them our way! Fill out this quick form to get

Respondent and their principal broker provided a response apologizing for the advertisement and Respondent stated they understood how the post “may have been misinterpreted and could have suggested an improper payment for referrals.” The post was a “thank you gesture, not a compensation for a referral” and was removed by the Respondent.

Respondent stated that at the time of the advertisement, the affiliate had only been an agent with Respondent's brokerage for seven days, and Respondent was "wholly unaware" of the post and did not approve or authorize the advertisement. Respondent became aware of the advertisement almost four (4) weeks later and it had already been removed, but Respondent "promptly informed" their affiliate that the advertisement was in violation of the advertising Rules. Respondent denies that they failed to supervise the affiliate and asked that the complaint be dismissed.

**Recommendation: Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) which states all advertising shall be under the direct supervision of the principal broker.**

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

73. **2025048271**  
**Opened: 9/22/2025**  
**First Licensed: 7/10/1991**  
**Expires: 10/26/2026**  
**Type of License: Real Estate Broker**  
**History: None**

Complainant purchased a home, and Respondent was their buyer's agent. Complainant alleges Respondent relied on the square footage listed in the MLS instead of confirming the square footage and also talked Complainant out of having an appraisal done, which would have shown the square footage was off by over 200 sq ft. Complainant is now selling the home and blames Respondent for the home being smaller than "what they paid for". Complainant seems to be alleging that Respondent did not act with reasonable skill and care.

Respondent stated their client was the fiancé' of Complainant, and they looked at several homes before deciding to purchase this home. Respondent noted they discussed and then executed with Buyer their Representation Agreement, which specifically notes the square footage of properties is the responsibility of the buyer to confirm, not the agent. The TAR Disclosure Agreement and the Purchase and Sale Agreement executed by the parties also place the responsibility to confirm square footage on the Buyer. Finally, Respondent stated the main living area square footage was clearly stated with an unfinished basement adding an additional 250 sq ft. The current listing for the home has the same square footage and is listed at the same price per square foot.

**Recommendation: Dismiss.**

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

74. **2025047731**  
**Opened: 9/30/2025**  
**First Licensed: 4/12/2024**  
**Expires: 4/11/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant alleged Respondent, who apparently was the agent for a potential Buyer, requested a showing of Complainant's home and was denied. Complainant alleges Respondent still entered the home at the requested showing time, while Complainant was at the home and "and still wanted to show my house even after I asked" Respondent to leave.

Respondent did not respond to the Complaint.

**Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for failure to respond within ten days in violation of Tenn. Code Ann. § 62-13-313(a)(2).**

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

**75. 2025049151**  
**Opened: 9/30/2025**  
**First Licensed: 10/11/2021**  
**Expires: 10/10/2025**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant contracted with Respondent to manage a short-term rental property. Complainant alleges Respondent failed to properly maintain the property, failed to respond to communications, and failed to provide timely accounting and disbursements.

Respondent stated there was no timely disbursement of funds because there were no funds to disburse. Complainant deposited \$1200 into an account for maintenance and upkeep of the property and during Respondent's short tenure as the manager the property cost more to run than it made in revenue. Respondent provided invoices and copies of communication between the parties but did acknowledge they could have done a better job at communicating with the Complainant. While the Complainant may have cause of action for violation of their contract, there is insufficient evidence of a violation of the Rules or *Broker Act*.

**Recommendation: Dismiss.**

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

**76. 2025049411**  
**Opened: 10/6/2025**  
**First Licensed: 9/9/1991**  
**Expires: 9/9/2026**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant alleged they found a "For Sale" sign of Respondent's on their property despite not having contracted with or ever communicated with the Respondent. Complainant alleged Respondent trespassed to place the sign and was "shady".

Respondent stated they were contracted by the owner of the parcels next to Complainant to sell that property. Respondent's company offers a sign placement service, which was utilized for placing the "For Sale" sign on the property that was listed. The correct address for placement of the sign was provided but unfortunately, the sign was placed on the adjacent property, not the property that was legally listed for sale. Respondent said it was an honest mistake/oversight, and while they apologize for any inconvenience to the Complainant, they object to the characterization that were "shady" or acting maliciously. Respondent removed the sign as soon as they became aware of the issue.

**Recommendation: Dismiss.**

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

77. **2025049681**  
**Opened: 10/6/2025**  
**First Licensed: 11/18/2021**  
**Expires: 11/17/2025 (Closed, Uninsured)**  
**Type of License: Real Estate Firm**  
**History: 2023 Close and Flag**

Complainant alleged their elderly family member ("FM"), who has dementia, executed an agreement with the Respondent giving Respondent the exclusive right to list FM's home for a period of forty (40) years, and placed a lien on the home. Complainant alleged they have tried repeatedly to have Respondent remove the lien in exchange for the \$560 that was paid to FM but has not been successful.

Respondent agreed that FM entered a "Homeowner Benefit Agreement" in 2022 and received compensation to do so. In response to this complaint Respondent agreed to remove the lien from the property and asserted they always acted in good faith.

**Recommendation: Dismiss.**

**Commission Decision: The Commission voted to refer this matter to the Office of Attorney General and Reporter.**

78. **2025056041**  
**Opened: 11/3/2025**  
**First Licensed: 8/27/2013**  
**Expires: 8/12/2025 (Expired)**  
**Type of License: Principal Broker**  
**History: 2022 Letter of Warning**

This complaint was a referral from the Tennessee Realtors ("TR") organization and is related to a complaint previously submitted by a property owner against Respondent for failing within a reasonable time to account for or to remit any moneys coming into the licensee's possession that

belong to the property owner. The property owner also filed a complaint with TR alleging ethical violations. As this complaint is based on the same allegations that have already been heard by the Commission, Counsel recommends dismissal.

**Recommendation: Dismiss.**

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

**TIMESHARES:**

**79. 2025043411**  
**Opened: 8/19/2025**  
**First Licensed: 4/20/1999**  
**Expires: 12/31/2025**  
**Type of License: Time Share Registration**  
**History: None**

Complainant purchased a time share interest in 2020 in another state and then "transferred" their interest to Tennessee in November 2023. Complainant alleges Respondent lied about the rescission period and told Complainant it was 30 days. Complainant attempted to rescind the contract within 30 days only to be told it was 10 days. Complainant also alleged Respondent sold their information to their affiliated companies without Complainant's permission and Complainant has now been inundated with spam calls and texts. Complainant and Respondent both provided a copy of an "Acknowledgment of Representations (AOR)" executed by Complainant wherein Complainant marked "No" and initialed it regarding whether they authorized or consented to be contacted by related or affiliated entities. Complainant alleges Respondent did not exercise reasonable skill and care in the transaction and asked for the contract to be cancelled.

Respondent stated they did not mislead the Complainant and there is no legal basis for cancellation of the contract. Respondent asserted the Complainant agreed to the third-party communications but only provided the above-mentioned AOR to support that claim. Counsel followed up and requested any documentation regarding an actual authorization for those communications and has not heard back from Respondent.

**Recommendation: Five Hundred Dollar (\$500.00) civil penalty for failure to exercise reasonable skill and care in violation of Tenn. Code Ann. § 62-13-403(1).**

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

**80. 2025049301**  
**Opened: 9/8/2025**  
**First Licensed: 5/14/2025**  
**Expires: 5/13/2026**  
**Type of License: Time Share Registration**  
**History: None**

Complainant purchased a time-share interest from Respondent in August 2023 after a presentation during a family vacation in another state. Complainant alleges they were lured into attending the presentation and many misrepresentations regarding the value of the timeshare were made during the meeting to get them to purchase an interest. Complainant stated since their purchase they have been unable to use many of the benefits promised; the websites were confusing; and they now are suffering from financial difficulties. Complainant asked to be released from the contract.

Respondent stated they have spoken with Complainants and are attempting to help them navigate their ownership options, but the contract is binding. Respondent denied any wrongdoing or deception about their program and the financial expectations of ownership. Respondent stated the Complainant's account was delinquent and was canceled due to default in July 2025.

**Recommendation: Dismiss.**

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

**81. 2025048071**  
**Opened: 9/3/2025**  
**First Licensed: 8/21/1995**  
**Expires: 1/9/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee company. Respondent is an affiliate broker. Complainant alleges Respondent sent an unprofessional email containing personal remarks and misrepresentations related to commission splits and closing costs. Specifically, Complainant alleges Respondent accused Complainant of reducing their commission by Fifty Thousand Dollars (\$50,000.00). Complainant alleges Respondent's conduct was unprofessional and unethical and attaches transaction documents and communications for review.

Respondent answered the complaint denying the allegations by Complainant and stating Respondent is a past client they have communicated with over several years prior to this transaction. Respondent states the subject conversation was intended to be an expression of personal disappointment with a past client. Respondent states in a counter offer their commission was reduced from 3% to 2.5% without Respondent's consent. Respondent provides additional information detailing the relationships of the parties and the events leading to the conversation in question and disputes the claims made by Complainant.

Complainant submitted a rebuttal agreeing with most of Respondent's characterizations of the existing relationships but alleges Respondent withheld facts in their response. Complainant maintains the email communication from Respondent was unprofessional and inappropriate. Tenn. Comp. R. & Regs. 1260-02-.02(8) provides, "The Commission will not intervene in the settlement of debt, loans, draws, or commission disputes between firms, brokers and/or affiliates." Therefore, any complaints related to commissions are outside of the jurisdiction of the Commission. Additionally, the Commission also does not have jurisdiction over professionalism and ethical violations, as those are reserved for those licensees that are members of professional organizations.

Therefore, based upon the underlying issues in the complaint being outside of the Commission's jurisdiction, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

**Commission Decision: The Commission voted to accept Counsel's recommendation**

**82. 2025048031**  
**Opened: 9/3/2025**  
**First Licensed: 3/2/2009**  
**Expires: 3/1/2027**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a Tennessee resident. Respondent is a real estate firm. Complainant alleges they hired an agent from Respondent's firm to list a property that was time sensitive. Complainant alleges throughout the transaction Respondent made several mistakes and due to Respondent's actions Complainant has lost time in placing their residence on the market. Therefore, Complainant alleges Respondent economically disadvantaged Complainant due to the delay and then later reducing the price of the property, breaching Respondent's fiduciary responsibility as their agent.

Respondent answered the complaint through its principal broker ("PB"). PB states Complainant and Respondent's affiliate ("AF") entered a one-year listing agreement, and the property was subsequently marketed. PB states Complainant and AF did agree to reduce the listing price and the received an offer following the reduced pricing. PB states AF and PB drafted a counteroffer which was later rejected. PB states AF assisted Complainant with obtaining prequalification from a lender, but ultimately Complainant chose to terminate the listing agreement with Respondent and AF. PB informed Complainant of their options to terminate and encouraged Complainant to seek legal counsel prior to selection. PB states Complainant declined to sign the mutual release and then filed this complaint.

Complainant submitted a rebuttal refuting most of PB's claims. Specifically, Complainant alleges the subject property was listed at a reduced price without their consent. Further, Complainant states they were unaware the buyer representation agreement lasted for one (1) year and that Respondent and AF poorly marketed their home resulting in Complainant's inability to receive a competitive offer. AF claims Complainant orally requested a reduced listing price and that AF then put this amount in the MLS. AF provided a signed copy of the buyer representation agreement by Complainant that lasts for one (1) year. Further, Complainant and PB provide copies of a signed counter offer less than the disputed reduced price. Therefore, Counsel finds the argument Complainant was unaware of the price reduction unpersuasive. It appears that the core of the issue is an underlying contractual dispute between Complainant, AF, and Respondent. The mutual release matter remains pending with Respondent, AF, and the Complainant. The Commission does not have jurisdiction over contractual disputes. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

**Commission Decision: The Commission voted to accept Counsel's recommendation**

**CASES TO BE REPRESENTED**

**83. 2020039321**  
**Opened: 5/26/2020**  
**Unlicensed**  
**History: None**

Complainant is a Tennessee resident. The Respondents are Tennessee residents.

The Complainant alleges the Respondent is selling approximately eight homes owned by other individuals in Tennessee and using website with a different company name to market and sell the homes. The Complainant alleges unlicensed real estate activity by the Respondents.

The Respondents did not provide a response to the Complaint.

**Recommendation: \$1,000 civil penalty for operating as an unlicensed Principal Brokers.**

**Commission Decision: The Commission voted to issue a \$11,000.00 civil penalty, one thousand dollars (\$1,000.00) per property listed, for unlicensed activity.**

**New Information: Respondents had a related complaint previously presented to the Commission that was the subject of litigation, and prior counsel recommended these cases be consolidated pending the outcome of that litigation. All claims against the parties have been resolved in Respondent's favor, and there is insufficient evidence that Respondent was engaged in activities that would require licensure.**

**New Recommendation: Close and flag.**

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

**84. 2023008231**  
**Opened: 4/3/2023**  
**First Licensed: 5/13/2016**  
**Expires: 5/12/2022 (Expired, Uninsured)**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a licensee at Respondent's former firm. Respondent's license expired in May 2022, but Respondent continued to portray themselves as an agent with the firm through Facebook. Complainant provided copies of two advertisements from Respondent's business Facebook page where Respondent states they will find buyers their "dream home" as well as help people buy and sell homes. Respondent's business Facebook page was still active when this complaint was reviewed by Legal and Respondent is still posting real estate related content and referring to

themselves as an agent but the business contact information present in the complaint had been removed. The Respondent's former principal broker has asked Respondent not to advertise or imply that they are still working for the firm or that they are an agent, but Respondent has ignored those requests. Respondent did not respond to the complaint, and certified mail sent to Respondent has been returned unclaimed.

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

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

**New Information: Respondent has moved out of state and attempts to contact the Respondent have not been successful.**

**New Recommendation: Close and flag.**

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

85. 2022047771  
Opened: 12/27/2022  
First Licensed: 8/12/2016  
Expires: 11/2/2024  
Type of License: Real Estate Firm  
History: None

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

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

Respondent did not respond to the complaint.

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

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

**New Information: Respondent has not renewed their firm license, and mail sent to their last known address has been returned.**

**New Recommendation: Close and flag.**

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

**Aerial Carter**

**New Complaints:**

- 86. 2025045631**  
**Opened: 8/19/2025**  
**First Licensed: 1/13/1983**  
**Expires: 5/4/2027**  
**Type of License: Principal Broker**  
**History: None**

The Complainant is a Tennessee resident. Respondent is a Principal Broker. The Complainant alleged that the Respondent engaged in fraudulent and deceptive behavior by placing a sign on a parcel of land that belonged to their family member. The complainant stated that in 2024 they had looked at a plot that was located on a corner, and they spoke with a realtor about it. In 2025, they were ready to build on the lot, they were told that another person owned that lot.

The Respondent stated that they listed a parcel of land for sale. They stated that the sign mentioned in the complaint was a directional sign at an intersection of a highway and public road. They denied listing the parcel of land that belonged to the Complainant. They only listed property that belonged to their client, and they believe that any issue related to the lot that the Complainant purchased the wrong parcel should be addressed with their agent.

Based on the information provided, it appears that the Complainant purchased a plot of land and believed that they were getting a corner lot, however, they purchased land in a different location. It doesn't appear that the Respondent was involved in the misunderstanding, nor did they list the wrong parcel. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

- 87. 2025033541**  
**Opened: 6/25/2025**  
**First Licensed: 8/5/2020**  
**Expires: 8/4/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a real estate professional and represented the prospective seller in a real estate transaction. The Respondent is an Affiliate Broker and represented the prospective buyer. The complaint stated that the Respondent showed their client another property although there was already a contract to purchase the Seller's property.

The parties were in the inspection period, and the prospective buyer stated that they needed an extension because contractors needed to come to the property related to repairs and additional inspections. The prospective seller denied the request for the extension because they knew it was only requested to “stall them until they found out if the other offer was accepted.” The Complainant alleged that the Respondent acted dishonestly by lying about the reason the prospective buyer needed an extension, and for submitting another offer while under contract.

The Respondents stated that their client was under contract to purchase the property. There was a pass/fail inspection contingency in the contract. The home inspection took place on June 5, 2025, and the report noted several significant issues that required further investigation which included “extensive deck damage microbial growth in the crawl space signs of moisture upstairs and HVAC system concerns.”

They denied any dishonest actions and stated that their clients acted in good faith and were prepared to invest additional funds for further inspections and evaluations. However, on the final day of the inspection period, they requested a brief extension so that a contractor could do additional inspections. The request for an extension was denied. They were told that the denial was because the prospective sellers had “a strong back up offer and limited flexibility regarding repairs.” After the Respondent was told that the extension would not be granted, their clients requested that they see other properties and subsequently submitted an offer. The response included screenshots of text messages and emails.

The Complainant submitted a request to withdraw the complaint after they spoke with their broker. Based on the information provided, the parties were in a binding contract. However, when the extension was denied and the inspection report identified multiple issues, the contract was terminated. The Respondent’s clients were free to submit a new offer. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**88. 2025033511**  
**Opened: 6/30/2025**  
**First Licensed: 12/19/2011**  
**Expires: 3/2/2027**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident and buyer in a real estate transaction. The respondent is an affiliate broker and acted as the listing agent. The complaint stated that on January 21st, 2025, they purchased a home that the respondent listed. The listing stated that there are .87 acres with the property, however, tell her they found out that it was around .3 acres. The complainant stated that they would not have purchased the property had they known that the acre was incorrect. The complaint alleged that the Respondent failed to properly list the acreage and should have looked at the tax records to confirm the data.

The Respondent and their principal broker provided a response to the complaint. The Respondent denied intentionally making a misrepresentation about the acreage. Although they put in the correct dimensions, the automated system from MLS inadvertently changed feet to yards. The Respondent attached screenshots of the different calculations based on feet and yards.

The principal broker stated the Respondent put in the correct dimensions of 60 x 211.38. However, the mistake occurred because the Respondent inadvertently missed the measurement change from feet to yards, which is what led to the lot square footage discrepancy. On January 21, 2025, the Complainant purchased the property for \$416,900. On February 4, 2025, the Complainant re-listed the property and on March 5, 2025, the listing went “active” and listed for sale at \$600,000. They stated that no substantial changes were made to the property. They stated that during the active listing from March 5, 2025, to June 20, 2025, there had been five (5) price reductions to a final listing price of \$450,000.

They believe that the issue was that the Complainant attempted to resale the property so quickly after purchasing the property at a much higher price than market value isn't the mistake in lot sq. footage which the Complainant should have verified.

They asserted that all other information was correct and if the Complainant had concerns about the miscalculation, they had all the information prior to purchase to verify the information. They also have a disclaimer on their MLS listings that "information is deemed to be reliable, but is not guaranteed... The information on this sheet has been made available by the MLS and may not be the listing of the provider. Buyer should verify any information of concern, including but not limited to schools and square footage.” The principal broker stated that they wanted to ensure that the same mistake isn't made in the future, so they have made it mandatory for all agents in the firm to verify the measurement for calculations.

Under Tenn. Code Ann. § 62-13-403(1), licensees have a duty to diligently exercise reasonable skill and care in providing services to all parties to the transaction. Here, the lot square footage was incorrectly listed as .87 instead of .3. Although it doesn't appear to have been done intentionally, the Respondent should exercise reasonable skill and care to ensure the information on the listing is as accurate as possible.

Based on the information provided, the allegations arose months after closing. Prior to closing the Complainant had an opportunity to verify the square footage either in person or by reviewing tax records. Additionally, it appears that the Complainant re-listed the property shortly after closing, but the square footage wasn't a concern during the initial real estate transaction.

Therefore, Counsel recommends the Respondent be issued a Letter of Warning to ensure due diligence and care for ensuring, to the best of ability, that information on the MLS is accurate.

**Recommendation: Issue the Respondent a Letter of Warning to exercise reasonable skill and care.**

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

**89. 2025034271**  
**Opened: 6/30/2025**  
**First Licensed: 3/31/2022**  
**Expires: 5/6/2027**  
**Type of License: Principal Broker**  
**History: None**

The Complainant is a Tennessee resident and real estate professional. The Respondent is a Principal Broker. The complainant alleged that on May 28, 2025, they noticed a sign that had multiple advertising violations. When they initially contacted the broker, they were told that the Respondent had not been with the company for over a year. The complaint included a picture of the Respondent's sign.

The Respondent stated that they received a call on May 28, 2025, from their old broker to let them know that there was an old sign left at one of their previous listings. They were not given the address to where the sign was, so they drove to all the old listings but didn't see anything. Once they received the complaint, they were able to go to the property to remove the sign. The Respondent was unsure how an old sign was left out, and they confirmed that they were not with the firm.

The Complainant submitted additional information and stated that on June 24, 2025, a new sign was placed, however, it was still in violation of the advertising rules.

Under Tenn. Comp. R. & Regs. 1260-02-.12(3) All advertising shall be under the direct supervision of the principal broker and shall list the firm name and the firm telephone number as listed on file with the Commission, and the firm name must appear in letters the same size or larger than those spelling out the name of a licensee or the name of any team, group or similar entity. Additionally, any advertising which refers to an individual licensee must list that individual licensee's name as licensed with the Commission.

Here, the Respondent's sign that was reported on May 28, 2025, the sign included the firm name and what appears to be a team name or partnership with a company. The firm name appears to be in a smaller font and the number listed isn't on file with the Commission. The sign also failed to include the Respondent's name. Furthermore, the new sign reported on June 24, 2025, doesn't list the firm number that the Commission has on file for the firm. Since the phone numbers were the same, it is assumed that it's the Respondent's direct phone number. It should be noted that both signs include a QR code that leads to "more info", but Counsel was unable to review it due to the blurriness of the pictures provided.

Counsel finds Complainant's allegations related to the advertising violations to be relevant. Based on the information provided, Counsel recommends that the Respondent be assessed a civil penalty of Two Hundred and Fifty dollars (\$250.00) for the sign reported on May 28, 2025. The sign did not include required information such as the Respondent's name, the firm's telephone number, as listed on file with the Commission and not having the firm name appear in letters the same size or larger than those spelling out the name of a licensee or the name of any team, group or similar

entity, in violation of Under Tenn. Comp. R. & Regs. 1260-02-.12. Assess a civil penalty Two Hundred and Fifty dollars (\$250.00) for the sign reported on June 24, 2025, for failing to include the firm's number, as listed on file with the Commission.

**Recommendation: Assess a total civil penalty of Five Hundred Dollars (\$500.00) for failing to ensure their signs complied with the advertising requirements, in violation of Tenn. Comp. R. & Regs. 1260-02-.12. (or Two Hundred and Fifty Dollars per ad violation).**

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

**90. 2025035141**  
**Opened: 6/30/2025**  
**First Licensed: 4/12/2006**  
**Expires: 4/11/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The Complainant alleged that on June 19, 2025, they observed an ad on social media for a property. They stated that the Respondent failed to list the firm on the advertisement along with all the information required by the Tennessee Real Estate Commission. The complaint included a screenshot of the description of the property for sale.

The Respondent stated that they didn't intentionally leave out the firm number or name. After receiving the complaint, they added the firm information.

The screenshot only included the description of the property. However, at the end of the description a portion of the social media advertisement says, "seller information" and a link for additional details. The Respondent updated the description portion that was included in the complaint and added the firm name and phone number.

Both parties only included a screenshot of the property's description. However, it appears that the entire advertisement wasn't captured. The section under the description has the seller information and it appears that additional information could be found within "one click."

Based on the information provided, there is not enough information to determine if an advertising violation occurred since the screenshot didn't capture the full social media post. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**91. 2025034651**  
**Opened: 7/7/2025**  
**First Licensed: 2/3/2005**

**Expires: 5/7/2026**  
**Type of License: Principal Broker**  
**History: None**

The Complainant previously worked at the Respondent's firm as an office manager. The complaint alleged that after they were released from their position with the Respondent, they began working as an independent transaction coordinator. They offered support services to agents in need of organization and efficiency. However, after starting their business, an email was sent to the agents working under the Respondent to not work with the Complainant. They stated that the Respondent's actions aren't legal and since they have no intention of interfering with the firm's internal operations, the Respondent shouldn't be explicitly advising their agents not to work with them.

The Respondent is a Principal Broker. The Respondent stated that the Complainant worked as their personal and administrative assistant. They employee a separate transaction coordinator. The Complainant was released because they advised them on multiple occasions that they couldn't work as a transaction coordinator while they were employed as the Respondent's assistant. After being released from the company, they requested that their agents not continue or engage in any "transaction type services" with the Complainant because it was a conflict. However, they stated it's ultimately up to the agents to decide if they work with the Complainant since they're independent contractors. The Respondent also denied interfering with the Complainant's business.

Based on the information provided, the Complainant is not a licensee, nor did they have any existing contracts with the agents. It appears that the issue is related to the email that was sent out that the Complainant believed would impact future relationships. This appears to be a potential non-compete dispute, which is better suited for civil court.

Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**92. 2025035021**  
**Opened: 7/7/2025**  
**Unlicensed**  
**History: None**

An anonymous complaint was filed against the Respondent, and it alleged that they were engaged in unlicensed activity. The complaint included a screenshot from a Facebook group and included comments made by the Respondent. The Respondent replied to a post asking about recommendations for a property manager. The Respondent replied that they "manage rental properties now." Another screenshot referred to a property for rent, but no address was included, the last screenshot mentioned that they'll have a property listed in September 2025 on Facebook.

The Respondent's attorney provided a response on their behalf. They denied the allegations in the complaint and stated that the Respondent never advertised as a they were licensed or imply that they managed the property of others. The comment from the first screenshot didn't have the full context, and the Respondent thought that the post was asking for assistance in managing properties. The Respondent manages their own property, and the second screenshot submitted was misappropriated and reposted on Facebook without their consent to rent the property or use their name. Lastly, the Respondent stated that they have not been contacted about property management services. They assert that the complaint should be dismissed because no elements were presented to support the claims.

Based on the information provided, an argument could be made that the Respondent's comments could lead a reasonable person to think they were advertising as a property manager. In the first screenshot the comment that they "manage rental properties now" didn't clearly state their role or limitations that they only manage their own property. The second screenshot about the rental property had no identifying information such as an address so Counsel was unable to determine who owned the property. Furthermore, the second post mentioned that the information was stolen, which supports the Respondent's claim that it was posted without the Respondent's consent. The last screenshot mentioned that they'd have a property listed in September 2025 on Facebook. However, no additional information was provided.

Due to the lack of information provided and the Complainant's anonymity Counsel is unable to definitively determine if a violation occurred. It should be noted that the Respondent didn't have to be hired as a property manager to be in violation of Tenn. Code Ann. § 62-13-301 if they are advertising property management services without a license. Here, the first comment could be misleading others to believe that the Respondent offered property management services. Therefore, Counsel recommends the Respondent be issued a Letter of Caution to ensure they are aware of a potential violation if they lack clarity when discussing the services they offer.

**Recommendation: Issue a Letter of Caution to the Respondent.**

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

**93. 2025035261**  
**Opened: 7/7/2025**  
**First Licensed: 4/27/2016**  
**Expires: 4/26/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Principal Broker. The Respondent is an Affiliate Broker. The Complainant stated that the Respondent and one of their agents entered an argument to pay them a commission in the amount of \$8,725.00. However, the Respondent removed the agent, which caused a financial loss for the firm.

The Respondent stated that at no time was a commission agreed to be paid by them to any party since it was part of the contract between the buyer and seller. The commission was removed in an amendment signed by the buyer and seller as part of their negotiations on pricing and repairs. They also stated that the letter included in the complaint was altered after the binding agreement that they were never shown until the complaint was filed. The Response included numerous documents related to the timeline and communications between the parties.

Under Tenn. Comp. R. & Regs. 1260-02-.02(8) the Commission will not intervene in the settlement of debts, loans, draws, or commission disputes between firms, brokers and/or affiliates. Therefore, Counsel recommends that this matter be dismissed due to lack of jurisdiction.

**Recommendation: Dismiss.**

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

**94. 2025035041**

**Opened: 7/7/2025**

**First Licensed: 1/21/2005**

**Expires: 5/28/2027**

**Type of License: Real Estate Firm**

**History: None**

The Complainant is a Tennessee resident and tenant. The Respondent is a Real Estate Firm. The Complainant stated that they moved in on April 5, 2025, and discovered that the property was flooded with water. They made the Respondent aware of the water damage and was told to submit a maintenance request. They had continuous from the time they moved in or any time it would rain. On June 19, 2025, their rental property flooded again. The Complainant alleged that the Respondent failed to maintain the property in a safe and habitable condition.

The Respondent denied the allegations and stated that it is always their intention to provide safe and habitable homes for their residents. They stated that on April 7, 2025, they were made aware of the water damage and advised the Complainant to submit a maintenance request as it is the proper way to initiate repairs. From April 8, 2025, to April 12, 2025, they dispatched a construction company, and they began assessing and resolving the issue. On May 1, 2025, the repairs were completed and the Complainant moved two (2) days later. On May 20, 2025, a new leak was reported then inspected seven (7) days later. On June 12, 2025, the gutters were cleaned as part of the vendor's recommendation. This was followed by heavy rainfall, and the Complainant was told that they were waiting for owner approval. As of June 27, 2025, they stated that they scheduled further repairs, and the Complainant was made aware of the plan.

The Respondent is a licensed real estate firm that manages property. Tenn. Code Ann. § 62-13-104(a)(1)(E) provides an exemption for "a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property. The resident manager or employee shall not negotiate the

amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker; or there is an exception for individuals who own or lease property.

Based on the information provided, Counsel recommends this matter be dismissed due to the lack of jurisdiction.

**Recommendation: Dismiss.**

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

**95. 2025035161**  
**Opened: 7/14/2025**  
**First Licensed: 5/26/2005**  
**Expires: 12/31/2026**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is a real estate firm. On May 2, 2024, the Complainant filled out an application, and it was approved two (2) days later. Then on May 8, 2024, the Complainant stated that an eviction was put on their credit history. However, they never moved in. The complaint alleged that the Respondent withdrew \$135.00 from their account. The Complainant alleged that the Respondent committed fraud, stole money from them, and made a false eviction report.

The Respondent submitted a complaint via their attorney. They stated that their records showed that the Complainant completed a rental application. It was approved on June 3, 2024, but a lease was never signed, nor did they move into the property. They asked the Complainant to confirm that the item was removed from the credit report. They also stated that a refund was issued, and they were waiting for confirmation.

The Complainant sent an email to the Commission on June 25, 2025, stated that they had withdrawn money from their account the week before, but the bank refunded them. They stated that they received emails from the Respondent stating that the property manager would take care of everything, but nothing had been done. The Complainant's rebuttal didn't disclose the amount that was withdrawn or confirm if the check the Respondent previously sent was received.

Based on the information provided, there is not enough information to determine if the Respondent failed to remit the money owed to the Complainant. It is also unclear why the complaint was submitted a year after the events or how much money was deducted from the Complainant's account. The Commission doesn't have jurisdiction over the property management aspect since the Respondent is a licensed real estate firm.

Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**96. 2025034301**  
**Opened: 7/22/2025**  
**First Licensed: 2/13/1995**  
**Expires: 3/24/2026**  
**Type of License: Principal Broker**  
**History: None**

**This complaint is related to REC-2025010261 which was presented during the August 2025 legal report. REC-2025034311 (#97) and REC-2025034301 (#96) are related and contain the same allegations.**

In **REC-2025010261**, an affiliate's license expired from October 2, 2024, to January 14, 2025. The Complainant alleged that the affiliate engaged in unlicensed activity and failed to disclose a familial connection without disclosing it. The affiliate was assessed a civil penalty of one thousand dollars (\$1,000.00) for a violation of Tenn. Code Ann. § 62-13-301 and require the affiliate to take and pass the TREC CORE course. The Commission also voted to open an administrative complaint against the affiliate's principal broker.

The Complainant is a Tennessee resident and prospective buyer in a real estate transaction The Respondent is a Principal Broker. The Respondent's affiliate acted as the listing agent. The Complainant was interested in a property that was listed by the Respondent's affiliate. The parties failed to agree on the terms to include in the letter of intent. The affiliate and the firm re-listed the property and subsequently filed a lawsuit to stop the future sale. During the lawsuit, the Complainant discovered that the affiliate's license expired on October 2, 2024. The Complainant alleged that the affiliate engaged in unlicensed activity and failed to disclose a familial connection. The Commission determined that the failure to disclose was unfounded so it will not be discussed further.

The Respondent submitted a response via their attorney for **REC-2025034311 (#97)** and **REC-2025034301 (#96)**. The Respondent stated that they didn't "permit" the affiliate to engage in real estate business without a license because the Respondent was not given notice of affiliate's expired license until January 2025. They also stated that they trained, educated, and supervised the affiliate so the complaint should be dismissed.

Under Tenn. Comp. R. & Regs. 1260-01-.04 (1) no principal broker shall permit a broker, affiliate broker or time-share salesperson under his supervision to engage in the real estate business unless the broker, affiliate broker or time-share salesperson has been issued a valid license and is covered by an errors and omissions insurance policy. Tenn. Code Ann. § 62-13-309(d)(1)(3) states that each branch office shall be under the direction and supervision of a broker licensed at that address.

Here, the Respondent is the Principal Broker and is responsible for the actions of all licensees under their supervision. Unless the licensee or principal broker properly terminates the affiliation to the firm, the principal broker's supervisory responsibility for the future acts of the licensee will remain. Tenn. Comp. R. & Regs. 1260-02-.02(1). It's the principal broker's responsibility to

ensure compliance and under Tenn. Code Ann. § 62-13-312(b) the commission shall have the power to refuse a license for cause or to suspend or revoke a license in the case of a licensee failing to exercise adequate supervision over the activities of any licensed affiliate brokers.

Based on the information provided, Counsel finds that the allegation that the affiliate was unlicensed from October 2, 2024, to January 14, 2025. During that time, the affiliate engaged in unlicensed activity by listing property for sale and acting as an agent. The affiliate was under the Respondent's supervision and employed an unlicensed affiliate.

Therefore, Counsel recommends this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for employing unlicensed affiliate, in violation of Tenn. Code Ann. § 62-13-302(a) and assess a civil penalty of One Thousand Dollars (\$1,000.00) for failing to adequately supervise the affiliate, in violation of Tenn. Code Ann. § 62-13-312(b).

**Recommendation: Assess a civil penalty of One Thousand Dollars (\$1,000.00) for employing unlicensed affiliate, in violation of Tenn. Code Ann. § 62-13-302(a) and assess a civil penalty of One Thousand Dollars (\$1,000.00) for failing to adequately supervise the affiliate, in violation of Tenn. Code Ann. § 62-13-312(b).**

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

**97. 2025034311**  
**Opened: 7/22/2025**  
**First Licensed: 3/30/2016**  
**Expires: 3/29/2026**  
**Type of License: Real Estate Firm**  
**History: None**

**This complaint is related to REC-2025010261 which was presented during the August 2025 legal report. REC-2025034311 (#97) and REC-2025034301 (#96) are related and contain the same allegations.**

In complaint number 2025010261, an affiliate's license expired from October 2, 2024, to January 14, 2025. The Complainant alleged that the affiliate engaged in unlicensed activity and failed to disclose a familial connection without disclosing it. The affiliate was assessed a civil penalty of one thousand dollars (\$1,000.00) for a violation of Tenn. Code Ann. § 62-13-301 and require the affiliate to take and pass the TREC CORE course. The Commission also voted to open an administrative complaint against the affiliate's principal broker.

The Complainant is a Tennessee resident and prospective buyer in a real estate transaction The Respondent is a Real Estate Firm. The Respondent's affiliate acted as the listing agent. The Complainant was interested in a property that was listed by the Respondent's affiliate. The parties failed to agree on the terms to include in the letter of intent. The affiliate and the firm re-listed the property and subsequently filed a lawsuit to stop the future sale. During the lawsuit, the Complainant discovered that the affiliate's license expired on October 2, 2024. The Complainant alleged that the affiliate engaged in unlicensed activity and failed to disclose a familial connection.

The Commission determined that the failure to disclose was unfounded so it will not be discussed further.

The Respondent submitted a response via their attorney for **REC-2025034311 (#97)** and **REC-2025034301 (#96)**. The Respondent stated that they didn't "permit" the affiliate to engage in real estate business without a license because the Respondent was not given notice of affiliate's expired license until January 2025. They also stated that they trained, educated, and supervised the affiliate so the complaint should be dismissed.

Under Tenn. Comp. R. & Regs. 1260-01-.04 (1) no principal broker shall permit a broker, affiliate broker or time-share salesperson under his supervision to engage in the real estate business unless the broker, affiliate broker or time-share salesperson has been issued a valid license and is covered by an errors and omissions insurance policy. Tenn. Code Ann. § 62-13-309(d)(1)(3) states that each branch office shall be under the direction and supervision of a broker licensed at that address.

Here, the principal broker is responsible for the actions of all licensees under their supervision. Unless the licensee or principal broker properly terminates the affiliation to the firm, the principal broker's supervisory responsibility for the future acts of the licensee will remain. Tenn. Comp. R. & Regs. 1260-02-.02(1). It's the principal broker's responsibility to ensure compliance and under Tenn. Code Ann. § 62-13-312(b) the commission shall have the power to refuse a license for cause or to suspend or revoke a license in the case of a licensee failing to exercise adequate supervision over the activities of any licensed affiliate brokers.

Based on the information provided, Counsel finds that the allegation that the affiliate was unlicensed from October 2, 2024, to January 14, 2025, and employed by the Respondent. However, since discipline was already recommended in **REC-2025034301 (#96)**, Counsel recommends this matter be dismissed to prevent duplicate discipline.

**Recommendation: Dismiss**

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

**98. 2025031661**  
**Opened: 6/25/2025**  
**First Licensed: 10/12/2021**  
**Expires: 10/11/2025**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident and Seller in a real estate transaction. The Respondent is an Affiliate Broker and acted as the Buyer's agent. The Complainant alleged that the Respondent engaged in unethical behavior when they were negotiating the terms of a sale. Based on the inspection report, the Buyer via the Respondent requested repairs to a roof truss in the attic. The Complainant contacted the management company for the homeowner's association (HOA) to determine if the HOA would be responsible for the repair. The HOA stated that they would reach out to their attorney for legal advice. They were concerned that the repairs wouldn't be completed

before closing so they offered the Buyer \$1,700 in lieu of repairs. The amount was based on estimates obtained by their agent. A counteroffer was sent requesting \$2,700. However, the Respondent contacted the management company and was aware that the HOA would pay for the repair before they sent the counteroffer. The Complainant alleged that the Respondent failed to negotiate in good faith and used the concern over how long it would take for the HOA to decide and get the repairs done before closing to get additional money from them.

The Respondent denied the allegations and stated that on May 21, 20225, they called the management company to get information for their client. They identified themselves as the buyer's agent and asked standard due diligence questions but got sent to voicemail. The property management company called them back to let them know that they contacted the HOA's attorney for guidance and would follow up once they had more information.

It was their understanding that the property management company was communicating with both parties individually and they were not treated as someone who would be relaying information on the Complainant's behalf. They stated that at no point did they misrepresent their role.

The Respondent stated that the request for \$2,7000 was based on the results of the inspection report. The Buyer identified three repair items they wanted completed by the Complainant prior to closing. The Complainant declined to perform any repairs and the Buyer started to reconsider the contract. The Buyer stated that they were only willing to proceed if a \$2,700 credit was provided at closing.

While the credit was loosely based on the three items initially discussed, it also accounted for the full scope of the inspection, the cost and coordination of all post-closing repairs, and the fact that none of those repairs would be completed prior to settlement. The Buyer the HOA's decision into account, but without the repair being completed prior to closing, the Buyer did not feel comfortable proceeding with a credit of less than \$2,700. The decision reflected both the scope of the inspection report and the practical reality that the Buyer would be managing all remaining repairs after closing. The response included multiple documents related to the transaction.

Based on the information provided, the Respondent was aware that the HOA would cover the repair for the roof truss. However, the Buyer wanted to request the \$2,700 credit. An email between the Respondent and the Complainant's agent clearly stated that the credit was requested separate from any agreement from the HOA. It would have been the other agent to convey that information to the Complainant. Additionally, the timeframe was short because the Complainant didn't want to extend the closing date to ensure the repairs could be completed. Although the Complainant may have felt they needed to offer a credit to finalize the deal, they still had the option to move the closing date before deciding. It appears that the Respondent acted in their client's best interest. Counsel finds Complainant's allegations related to the Respondent misrepresenting information or engaging in unethical behavior to be unfounded. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**99. 2025035551**  
**Opened: 6/30/2025**  
**First Licensed: 4/26/2022**  
**Expires: 4/25/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is an out of state resident. The Respondent is an Affiliate Broker and acted as the buyer's agent in the real estate transaction. The Complainant stated that they had signed a contract with a seller to help them with the real estate transaction, and they connected the seller to the buyers via the Respondent. On April 30th, 2025, Respondent stated that the parties went under contract. The buyers insisted on using their own title company. The seller used a different title company. From the beginning of escrow, the parties conducted regular weekly check-ins with their title company to track the progress of title coming back. On May 20, 2025, the buyer's title company disclosed that they mistakenly pulled title on the wrong property, which caused a significant delay. They requested that they changed to the seller's title company, but they were told by the Respondent that the property was in a foreclosure estate and required further investigation. On May 27, 2025, they were informed that the buyer no longer wished to move forward with the purchase. Later, they found out that the parties bypassed the Complainant by talking to the seller directly. They stated that they believe the Respondent intentionally stalled the transaction under false pretenses to remove the Complainant from the transaction and close the deal without them. They stated that they were entitled to a commission.

The Respondent and their principal broker provided a response to the complaint. They stated that they represented the buyers. The buyers wanted to look at a property that was listed on Zillow. They scheduled an appointment with the listing agent. The Respondent was asked to submit an offer to the Complainant, who was listed as the point of contact. A licensed real estate agent was involved and working for a firm with the Complainant. After the offer was made the Respondent had a lot of trouble getting a response from the Complainant or the agent. For example, they were promised a survey that did not exist, many of the typical inspection appointments for inspections and questions regarding septic, property history etc. were never answered. When they finally received the accepted contract back the listing firm on the contract was crossed out, and the word "Unrepresented" was typed in and initiated by all parties. On June 22, they received an ALTA statement and were asked to pay a facilitation fee.

Without their knowledge, the buyers contacted the seller directly to ask what was happening with the property. The buyers arranged to move into the property as a rental first then purchase it from the seller later. On May 29, 2025, the seller and the buyer contacted the Respondent and requested that they facilitated the sale. They denied initiating the sale before the seller confirmed that they were unrepresented.

It's unclear what their role was in the transaction. The Complainant isn't a licensed real estate professional. The Complainant's name wasn't included in any of the documents provided. It's possible that they were acting as transaction coordinator that worked with a firm. However, the

contract did indicate that the sellers were unrepresented. Additionally, the main concern was related to the commission dispute.

Under Tenn. Comp. R. & Regs. 1260-02-.02(8) the Commission will not intervene in the settlement of debts, loans, draws, or commission disputes between firms, brokers, and/or affiliates. Therefore, Counsel recommends that this matter be dismissed due to lack of jurisdiction.

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

**Recommendation: Dismiss.**

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

**100. 2025037101**  
**Opened: 7/14/2025**  
**First Licensed: 7/28/2021**  
**Expires: 7/27/2027**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The Complainant stated that they had an unpleasant interaction with the Respondent. They came across a listing on Facebook, and they reached out to get more information. They stated that the Respondent was "dismissive and rude in their communication." They later found out that the listing belonged to a different firm. When they brought the discrepancy to their attention, the Respondent edited the post. The Complainant alleged that the Respondent engaged in unprofessional behavior.

The Respondent stated that they didn't recall having any direct communication with the Complainant. They stated that they take their ethical responsibilities seriously and strive to maintain professionalism. The Respondent stated that they had written permission from the listing agent to advertise the property to secure a qualified buyer. They stated that at no point did they attempt to mislead or misrepresent the listing. The response included a screenshot of the email between the Respondent and listing agent granting permission to promote the listing.

The complaint didn't include any information about what the inappropriate behavior was or a screenshot of the listing. Due to the lack of information, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**101. 2025036911**  
**Opened: 7/14/2025**  
**First Licensed: 1/11/2016**  
**Expires: 1/10/2026**

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

The Complainant is a Tennessee resident. The Respondent is a Real Estate Firm. The Complainant stated that the current owner updated the deed to the property and knew there was a quarantine on the property due to methamphetamine being manufactured at the property, but they failed to disclose it on the listing.

The Respondent stated that the seller became aware of the mandatory quarantine on the property due to the manufacturing of methamphetamine on June 27, 2025. However, when the seller and Respondent first listed the property, they were unaware of the quarantine. Once the information was discovered, the seller immediately called the state to ask how to proceed. The Respondent contacted the buyers that were under contract to disclose the information. The seller later found out that the quarantine was for the former single wide trailer that was on the property. It was torn down years ago. The Tennessee Department of Environment and Conservation stated that since the structure was gone, the land needed to be evaluated for the quarantine to be released. On July 3, 2025, the property was evaluated, and it was confirmed that it could be released by July 8, 2025.

Under Tenn. Code Ann. § 62-13-406(c) there shall be no imputation of knowledge or information among or between clients, the managing broker and any designated agent or agents in a designated agency situation.

Based on the information provided, all necessary steps were taken to disclose the quarantine once it was discovered. Also, there was no indication that the Respondent had actual knowledge of the quarantine at the time of the listing. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**102. 2025037061**  
**Opened: 7/28/2025**  
**First Licensed: 5/17/2002**  
**Expires: 5/11/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident and tenant. The Respondent is an Affiliate Broker. The Complainant stated that the Respondent was one of their former landlords. On April 24, 2025, they informed the Respondent that they intended to vacate the property by July 1, 2025. However, on June 24, 2025, the Respondent and other landlord allowed a new tenant to move in. They stated that they returned to the property on June 25, 2025, to retrieve their remaining property. When they arrived, they discovered that the shed was blocked and the skis they had stored were missing. The next day, they did a walk through and saw the new tenants' furniture in the property while they had a valid lease. The Complainant stated that they returned the keys on that day. They believe that the Respondent violated their lease agreement and acted unethically.

The Respondent's attorney submitted a response on their behalf. The Complainant asked to terminate the lease early and even gave permission to show the property to potential tenants. They believed that the Complainant completely vacated the property, so they allowed the new tenants to move a few belongings. The skis were returned to the Complainant promptly.

Although the Respondent is a licensed real estate professional, the landlord/ tenant agreement was for their personal property. Tenn. Code Ann. § 62-13-104(a)(1)(E) provides an exemption for "a resident manager for a broker or an owner, or employee of a broker, who manages an apartment building, duplex or residential complex where the person's duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property. The resident manager or employee shall not negotiate the amounts of security deposits or rentals and shall not negotiate any leases on behalf of the broker; or there is an exception for individuals who own or lease property.

Based on the information provided, the Commission doesn't have jurisdiction on this matter. The issue appears to be a breach of contract or landlord/tenant dispute. Those matters are better suited for civil court. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**103. 2025035151**  
**Opened: 8/5/2025**  
**First Licensed: 5/19/2016**  
**Expires: 5/18/2026**  
**Type of License: Affiliate Broker**  
**History: None**

**REC-2025035151 (#103) and REC-2025035781 (#104) are related and contain identical allegations.**

The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The Complainant alleged that on June 19, 2025, they observed an ad on social media for a property. They stated that the Respondent failed to list the firm as required by the Tennessee Real Estate Commission. The complaint included a screenshot of the description of the property for sale.

The Respondent denied the allegations and stated that they initiated a comprehensive review of the ad in question, and they included all the required disclosures. They stated that there was a direct link to the official listing, and it was also embedded in the main description of the social media ad.

The screenshot only included the description of the property. However, at the end of the description a portion of the social media advertisement says, "seller information" and a link for additional details. The entire advertisement wasn't captured within the complaint. The section under the

description has the seller information and it appears that additional information could be found within “one click.”

Based on the information provided, there is not enough information to determine if an advertising violation occurred since the screenshot didn’t capture the full social media post. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**104. 2025035781**  
**Opened: 8/5/2025**  
**First Licensed: 1/11/2007**  
**Expires: 1/31/2026**  
**Type of License: Principal Broker**  
**History: None**

**REC-2025035151 (#103) and REC-2025035781 (#104) are related and contain identical allegations.**

The Complainant is a Tennessee resident. The Respondent is a Principal Broker. The Complainant alleged that on June 19, 2025, they observed an ad on social media for a property that was posted by the Respondent’s affiliate. They stated that the affiliate failed to list the firm as required by the Tennessee Real Estate Commission. The complaint included a screenshot of the description of the property for sale.

The Respondent denied that the affiliate violated the advertising laws. They stated that they conducted a comprehensive review of the ad in question, and they included all the required disclosures. They stated that there was a direct link to the official listing, and it was also embedded in the main description of the social media ad.

The screenshot only included the description of the property. However, at the end of the description a portion of the social media advertisement says, “seller information” and a link for additional details. The entire advertisement wasn’t captured within the complaint. The section under the description has the seller information and it appears that additional information could be found within “one click.”

Based on the information provided, there is not enough information to determine if an advertising violation occurred since the screenshot didn’t capture the full social media post. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**105. 2025041661**  
**Opened: 8/19/2025**  
**First Licensed: 4/29/2019**  
**Expires: 4/28/2027**  
**Type of License: Affiliate Broker**  
**History: 2022 Consent Order for Advertising Violation**

**REC-2025040831 (#106) and REC-2025041661 (#105) are related and contain identical allegations.**

The Complainant stated that they purchased a home on May 31, 2024. The property was advertised as a 1 bed 1 bath. On June 1, 2025, they discovered that the septic system was not legal for sewage disposal. The 50-gallon resting gas tank needed to be replaced. The Complainant stated that they requested information related to the septic tank before closing but nothing was ever disclosed.

The Respondent is an Affiliate Broker. The firm's principal broker submitted a response. Respondent assisted the parties during the real estate transaction. The principal broker stated that a thorough search was conducted by the Tennessee Department of Environment and Conservation (TDEC) for any records related to the septic system. They were unable to find any record. They stated it was not unusual for this to happen, especially when it comes to older records. It's unlikely that the Respondent would have been aware of any issues with the septic system. TDEC also confirmed that no records were found for the property. The Respondent acted as a facilitator, which was acknowledged by both the seller and buyer via the confirmation of agency status form. As a facilitator, the Respondent did not have a fiduciary duty to either party.

Under Tenn. Code Ann. § 62-13-406(c) there shall be no imputation of knowledge or information among or between clients, the managing broker and any designated agent or agents in a designated agency situation.

Based on the information provided, the defect was discovered a little over a year after closing. Additionally, there should be no imputation of knowledge between the seller and the agent. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**106. 2025040831**  
**Opened: 8/5/2025**  
**First Licensed: 10/22/2019**  
**Expires: 10/21/2025**  
**Type of License: Real Estate Firm**  
**History: None**

**Complainant number 2025040831 (#106) and complainant number 2025041661 (#105) are related and contain identical allegations**

The Complainant stated that they purchased a home on May 31, 2024. The property was advertised as a 1 bed 1 bath. On June 1, 2025, they discovered that the septic system was not legal for sewage disposal. The 50-gallon resting gas tank needed to be replaced. The Complainant stated that they requested information related to the septic tank before closing but nothing was ever disclosed.

The Respondent is a real estate firm. The firm's principal broker submitted a response. An Affiliate assisted the parties during the real estate transaction. The Respondent stated that a thorough search was conducted by the Tennessee Department of Environment and Conservation (TDEC) for any records related to the septic system. They were unable to find any record. They stated it was not unusual for this to happen, especially when it comes to older records. It's unlikely that the Affiliate would have been aware of any issues with the septic system. TDEC also confirmed that no records were found for the property. The Affiliate acted as a facilitator, which was acknowledged by both the seller and buyer via the confirmation of agency status form. As a facilitator, the Affiliate did not have a fiduciary duty to either party

Under Tenn. Code Ann. § 62-13-406(c) there shall be no imputation of knowledge or information among or between clients, the managing broker and any designated agent or agents in a designated agency situation.

Based on the information provided, the defect was discovered a little over a year after closing. Additionally, there should be no imputation of knowledge between the seller and the agent. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**107. 2025037411**  
**Opened: 7/14/2025**  
**First Licensed: 4/27/1993**  
**Expires: 10/5/2026**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant the Tennessee resident and homeowner. They stated that they moved into their property on February 23, 2025. On the day they took possession they noticed that the heat was not working. The entire unit had to be replaced the next day. On April 24, 2025, they had the HVAC company come back out to do an inspection on the upstairs unit. The unit was advertised as new, but they discovered that the parts were mis-matched, and the unit had to be replaced on April 25, 2025. The Complainant stated that the Respondent engaged in false advertising when they went through great lengths to hide the fact that both units were in poor condition.

The Respondent is a Real Estate Firm, and an Affiliate within the firm acted as the seller's agent. The Affiliate stated that disclosed a personal interest in writing that they had a personal connection

to the owner. The property disclosure form was completed by the seller, but they did not have any knowledge of defects with the HVAC unit.

Under Tenn. Code Ann. § 62-13-406(c) there shall be no imputation of knowledge or information among or between clients, the managing broker and any designated agent or agents in a designated agency situation.

Based on the information provided, the defect was discovered after closing, Additionally, there should be no imputation of knowledge between the seller and the agent. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**108. 2025038071**

**Opened: 7/22/2025**

**First Licensed: 5/24/2006**

**Expires: 4/24/2026**

**Type of License: Principal Broker**

**History: 2023 Close and Flag**

**REC-2025038071 (#108), REC-2025038141 (#109), and REC-2025038191 (#110) are related and contain identical allegations**

The Complainant is a Tennessee resident and seller in a real estate transaction. The Respondent is a Principal Broker and represented the Complainant.

The Complainant stated that they had a listing agreement with the firm They stated that the Respondent was supposed to be their exclusive designated agent. On June 14, 2025, the Respondent's firm attempted to insert a \$1,500 buyer's agent commission into an offer. They believed that the Respondent attempted to move from an exclusive agent to a facilitator. The Complainant asked to cancel the listing agreement on June 14, 2025. Two days later, the Respondent responded to the termination request, but it came with a "retaliatory invoice for \$2,250.01." They stated that the Respondent reduced to release their listing from the MLS. The complaint alleged that the Respondent engaged in unprofessional behaviors.

The Respondent stated that the Complainant had a listing with their firm. The Complainant became upset when showing appeared to have slowed. An affiliate in the office had a potential buyer for the property, and the affiliate was asked to write an offer. Once the Complainant saw the offer, they became upset with the terms listed. The Complainant was not required to accept the terms and the affiliate tried to let them know that they could counter the offer. A few minutes later, the Respondent received emails asking to terminate the contract. The Complainant was provided with two options for termination. The first was to sell the property before the termination date in the listing agreement or pay the cancellation fee. The Respondent stated they originally calculated the fee in the amount of \$2,250.01. However, they realized that the agreement stated that the

termination fee wouldn't exceed \$1,000. They sent an email to the Complainant about the amended amount. They denied any unprofessional conduct.

Based on the information provided, the main issue appears to be a breach of contract. This is outside of the Commission's jurisdiction. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**109. 2025038141**  
**Opened: 7/22/2025**  
**First Licensed: 7/17/2023**  
**Expires: 7/16/2027**  
**Type of License: Affiliate Broker**  
**History: None**

**REC-2025038071 (#108), REC-2025038141 (#109), REC-2025038191 (#110) are related and contain identical allegations.**

The Complainant is a Tennessee resident and seller in a real estate transaction. The Respondent is an Affiliate Broker.

The Complainant stated that they had a listing agreement with the firm. They stated that the Respondent was supposed to be their exclusive designated agent. On June 14, 2025, the Respondent's firm attempted to insert a \$1,500 buyer's agent commission into an offer. They believed that their agent attempted to move from an exclusive agent to a facilitator. The Complainant asked to cancel the listing agreement on June 14, 2025. Two days later, the response a response to the termination request, but it came with a "retaliatory invoice for \$2,250.01." They stated that the Respondent reduced to release their listing from the MLS. The complaint alleged that the Respondent engaged in unprofessional behaviors.

The Respondent's principal broker provided a response on their behalf. The Complainant had a listing with the firm. The Complainant became upset when showing appeared to have slowed. The Respondent had a potential buyer for the property and was asked to write an offer. Once the Complainant saw the offer, they became upset with the terms listed. The Complainant was not required to accept the terms and the Respondent tried to let them know that they could counter the offer. A few minutes later, the principal broker received emails asking to terminate the contract. The Complainant was provided with two options for termination. The first was to sell the property before the termination date in the listing agreement or pay the cancellation fee. The principal broker stated they originally calculated the fee in the amount of \$2,250.01. However, they realized that the agreement stated that the termination fee wouldn't exceed \$1,000. They sent an email to the Complainant about the amended amount. They denied any unprofessional conduct.

Based on the information provided, the Respondent submitted the offer at the potential buyer's request. They attempted to discuss the offer with the Complainant, but there was a misunderstanding that the terms of the offer weren't binding. The main issue appears to be a breach of contract. This is outside of the Commission's jurisdiction. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**110. 2025038191**

**Opened: 7/22/2025**

**First Licensed: 5/24/2006**

**Expires: 5/23/2026**

**Type of License: Affiliate Broker**

**History: 2023 Close and Flag; 2025 Close and Flag**

**REC-2025038071 (#108), REC-202538141 (#109), REC-2025308191 (#110) are related and contain identical allegations.**

The Complainant is a Tennessee resident and seller in a real estate transaction. The Respondent is an Affiliate Broker.

The Complainant stated that they had a listing agreement with the firm. They stated that the Respondent was supposed to be their exclusive designated agent. On June 14, 2025, the Respondent's firm attempted to insert a \$1,500 buyer's agent commission into an offer. They believed that their agent attempted to move from an exclusive agent to a facilitator. The Complainant asked to cancel the listing agreement on June 14, 2025. Two days later, the response a response to the termination request, but it came with a "retaliatory invoice for \$2,250.01." They stated that the Respondent reduced to release their listing from the MLS. The complaint alleged that the Respondent engaged in unprofessional behaviors.

The Respondent's principal broker provided a response on their behalf. The Complainant had a listing with the firm. The Complainant became upset when showing appeared to have slowed. The Complainant was provided with two options for termination. The first was to sell the property before the termination date in the listing agreement or pay the cancellation fee. The principal broker stated they originally calculated the fee in the amount of \$2,250.01. However, they realized that the agreement stated that the termination fee wouldn't exceed \$1,000. They sent an email to the Complainant about the amended amount.

Based on the information provided, the Respondent was not involved with the real estate transaction. The Complainant alleged that the Respondent was unprofessional over the phone and attempted to engage in "retaliatory conduct and intimidation." The complaint didn't provide specific examples. Like the related cases, main issue appears to be a breach of contract. This is outside of the Commission's jurisdiction. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**111. 2025036961**  
**Opened: 7/14/2025**  
**First Licensed: 2/20/1997**  
**Expires: 8/20/2026**  
**Type of License: Real Estate Firm**  
**History: None**

This complaint was administratively opened against the Respondent. The Respondent is a Real Estate Firm. The Respondent was selected for a routine audit on June 3, 2025. The documentation sent in by the firm showed comingling of operating funds and escrow funds. The complaint stated that several payments from the trust account were made for operational expenses. For example, a payment dated January 4, 2023 in the amount of \$382.38 was issued for plumbing services; a payment dated July 19, 2023, in the amount of \$273.13 was issued for plumbing services, payment dated September 27, 2023, in the amount of \$1,200 was issued for tree services.

The Respondent stated that they were confused about the complaint because they received a letter from the Commission that stated that no violations were found. The firm offers rental management services. A portion of the rent received is kept in their escrow account and is used to pay for necessary repairs or improvements. The examples provided in the complaint were all made on behalf of the landlords and paid directly to the service providers. The Respondent denied commingling funds.

Under Tenn. Code Ann. § 62-13-321, every broker shall keep an escrow or trustee account of funds deposited with the broker relating to a real estate transaction. The broker shall maintain for a period of at least (3) years accurate records of the account showing: (1) The depositor of the funds; (2) The date of deposit; (3) The date of withdrawal; (4) The payee of the funds; and (5) Other pertinent information that the commission may require.

Here, each check appeared to be labeled, and the amounts accounted for. The transactions described the purpose of the withdrawal and in compliance with the rental management agreements the firm has with their landlords. Under Tenn. Comp. R. & Regs. 1260-02-.09(7)(a), a principal broker may properly disburse trust money upon a reasonable interpretation of the contract which authorizes him to hold the trust money

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

**Recommendation: Dismiss.**

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

**112. 2025034821**  
**Opened: 7/7/2025**  
**First Licensed: 5/6/1975**  
**Expires: 10/6/2026**  
**Type of License: Principal Broker**  
**History: None**

The Complainant was a buyer in a real estate transaction. The Respondent is a Principal Broker and acted as the listing agent. The Complainant stated that after their offer was accepted, they drove from New York to Tennessee to be present at the home inspection. The property was listed as a “single family home.” However, they discovered that the property was a manufactured home. The inspection revealed that the home was not property secure to the foundation. The Complainant alleged that the Respondent misrepresented the property. As a result, they had a financial loss by paying for the inspection. The complaint included a picture of an unnamed app or website and a screenshot of portion of the listing on Zillow.

The Respondent stated that the Complainant purchased the property sight unseen. The Complainant had an opportunity to review the property before submitting an offer. Alternatively, the Complainant’s agent had a duty to do due diligence. The response had multiple documents attached.

The screenshot from the unknown app or website lists the style as manufactured and the construction as wood. It’s unclear where the information came from, but the Complainant alleged that this demonstrated that it was previously disclosed that the property was a manufactured home. The screenshot from Zillow is from a third-party website and there is nothing to suggest that the Respondent made the decision to list the property as a “single family home” The MLS listing provided in the response lists the type, style, and construction as “other.” The siding was listed as “wood.” The property condition disclosure lists the property as “non-site built home”

Based on the information provided, the MLS listing had areas to describe the property, but listed the type, style, and construction as “other.” Another agent could request additional information about the specifics. However, Counsel finds that the Respondent should exercise due diligence when providing information on their listing. Therefore, Counsel recommends that the Respondent be issued a Letter of Caution to ensure that they exercise reasonable skill and care when listing/describing property.

**Recommendation: Issue the Respondent a Letter of Caution to ensure that they exercise due diligence when listing/ describing property, in compliance with Tenn. Code Ann. § 62-13-403.**

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

**113. 2025031791**  
**Opened: 6/30/2025**  
**First Licensed: 10/4/2022**  
**Expires: 10/3/2026**

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

The Complainant is an out of state resident. The Respondent is an Affiliate Broker. On May 27, 2025, the Complainant stated that they submitted an offer for a townhouse listed by the Respondent. On May 31, 2025, they accepted the seller's counteroffer, and the parties entered a binding contract. The complaint alleged that due to the Respondent's material misrepresentations, the Complainant requested reimbursement from the Respondent and believes that multiple ethical violations occurred. Each will be discussed below.

### **Discrepancies with Measurements**

The Complainant alleged that the Respondent misrepresented the measurements and dimensions of the ceiling. They stated that the listing stated that the townhome had 12-foot ceilings. However, when they measured, it was only 8 feet, 10 inches. Additionally, the square footage was reported to be 928 sq. ft. but it was approximately 870 sq. feet. They stated that the discrepancies were not disclosed.

The Respondent stated that the MLS clearly stated that the Complainant and their agent are responsible for verifying the listing's accuracy. The information came from the property's tax records and a recent appraisal that was conducted by the sellers. Based on the source of the information, they had no reason to believe that anything related to the ceiling height or square footage was inaccurate.

### **Failure to Disclose Substances within the Property**

The Complainant alleged that Respondent failed to disclose a substance in the property that turned out to be drugs. The Complainant stated that during the walk through, they noticed a "unusual black soot and residue on the windowsills, outlets, light fixtures, inside the fridge, trim, and immense black tar build up on the HVAC. When they asked the Respondent about it, they were told that it was likely to be soot from candles. The Complainant stated that defects were purposely concealed on the HVAC. They stated that vent cover on the HVAC unit was replaced, and the walls were freshly painted. On June 4, 2025, the Complainant bought an over-the-counter surface drug test. The results were positive for fentanyl or methamphetamine. They did additional research and discovered that the previous occupant(s) died of an overdose. The Complainant stated that the substance and reason for death should have been disclosed.

The Respondent stated that to their knowledge, no drug activities occurred in the property nor were they made aware of any drug-related issues. They believed that the residue was a result of regular candle burning. Additionally, they stated that a vendor with the Tennessee Department of Environment and Conservation confirmed that the residue didn't originate from drugs or drug related activities. The Respondent stated that the property was professionally painted and cleaned prior to the listing. They did confirm that a new HVAC vent cover was installed, and it was to address the residue of the original vent cover. The Respondent stated that they had no confirmation related to the previous owner's cause of

death, and it is not required that a person's death be disclosed. The Respondent denied knowingly exposing the Complainant to toxins.

Under Tenn. Code Ann. § 62-13-406(c) there shall be no imputation of knowledge or information among or between clients, the managing broker and any designated agent or agents in a designated agency situation.

Here, the Respondent was not the seller, and it doesn't appear that they would have any actual knowledge of toxic substances being present. Additionally, it is outside of the Commission's jurisdiction to require the Respondent to directly reimburse the Complainant. However, the Complainant and their agent had the opportunity to verify the square footage and ceiling height prior to closing on the property. Similarly, the black soot substance was known to the Complainant before closing and had an opportunity to get additional inspections, evaluations, and/or testing needed.

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

**Recommendation: Dismiss.**

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

**114. 2025034971**  
**Opened: 7/14/2025**  
**First Licensed: 1/20/2021**  
**Expires: 1/19/2027**  
**Type of License: Real Estate Firm**  
**History: None**

The Complainant is a real estate professional. The Complainant was a former employee of the Respondent. The Respondent is a Real Estate Firm. The responses were submitted by the principal broker. Each allegation will be discussed below

**The Respondent withheld their Commission in violation of the CDA Authorization and Change to Managing Broker of Record**

The Complainant stated that the Respondent withheld \$7,050.00 in earned commissions. They stated that the actions were in violation of the Commission Disbursement Authorizations (CDAs) by an individual who is not the managing broker of record, despite a formal change in that status effective May 1, 2025.

On May 19, 2025, the CDA was submitted to the brokerage in preparation for payment, pending the closing of a second property. After the transactions were completed, the commissions were withheld because Respondent was no longer the managing broker. After May, the Respondent refused to allow anyone else to sign the CDAs even though the managing duties had been transferred.

The Respondent stated that the allegation was incorrect. They stated that the principal broker acted within the rights granted by the Independent Contractor Agreement (ICA) and company policies. The change in Managing Broker of Record did not remove the principal broker's authorized role to review, sign, and enforce the ICA. At no point were commissions withheld except as expressly authorized by that agreement.

### **The Respondent Illegally Deducted Money From Their Commission**

The Complainant alleged that the Respondent illegally deducted \$175.00 from their commission, and the fee was never discussed. Additionally, the Respondent alleged retaliatory actions after the Complainant informed the Respondent that they would be transferring to a different firm.

The Respondent stated that the fee was disclosed in the CDA signed and executed by the Complainant. The charge was consistent with company policies and authorized by agreement. The claim that it was deducted "without consent" is contradicted by the signed CDA. The Respondent asserted that this is a contractual matter, not a licensing issue.

### **The Respondent Engaged in Retaliatory Practice via Use of Out of State Non-Compete Agreement**

The Complainant offered to continue serving as the Respondent's out-of-state qualifying broker and intended for the transition to be professional and non-disruptive. On May 27, 2025, they received an email that accused them of violating the out of state-based non-compete agreement and demanded \$3,000 per agent who joined them at the new office. The Complainant asserted that the out of state non-compete agreement has no legal jurisdiction over Tennessee commission activity and using it to justify the withholding of my Tennessee-earned income is improper and without legal merit.

The Respondent stated that the enforcement action cited is rooted in the ICA's **non-solicitation** provision, which applies regardless of state lines or the location of the agents involved. This provision was agreed upon and signed by both parties and applies to any agents recruited or influenced within the defined period. The assertion that enforcement of the agreement is retaliatory, is factually inaccurate is false and ignores the plain language of the contract.

Based upon all these facts, the Complainant is concerned about the commission and contract disputes. Under Tenn. Comp. R. & Regs. 1260-02-.02(8), the Commission will not intervene in the settlement of debts, loans, draws, or commission disputes between firms, brokers and/or affiliates. The Commission doesn't interfere with commission disputes, and they do not have jurisdiction over contract disputes

Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**115. 2025035251**  
**Opened: 7/28/2025**  
**First Licensed: 10/11/2016**  
**Expires: 10/10/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a homeowner and acted as a prospective seller in a real estate transaction. The Respondent is an Affiliate Broker and acted as the listing agent and represented the Complainant.

The Complainant stated in December 2023, they listed their property with the Respondent. The Respondent suggested that they vacate the home to get it to sell faster. They informed the Respondent that it wasn't feasible, so they suggested moving into rental. They decided to move out because they were told that the property would sell fast. In March 2025, they received an offer, but it was terminated. Over the next year, the Respondent had them do multiple projects such as painting. They assert that the Respondent entered contracts with vendors to fix the black mold, HVAC repair and other repairs. The Complainant stated that contracts were in the Respondent's name and that they only agreed to pay the vendors because they felt they had been as defrauded as them.

The Respondent's attorney submitted a response on their behalf and stated that the Complainant lost a contract when the buyer terminated the contract for multiple issues including microbial growth in the subfloor and on the joists. On March 21, 2024, the listing was put on hold to resolve the issues. On March 28, 2024, the Complainant hired a fungal removal company and subsequently hired contractors. On April 14, 2024, the contractors completed the work, and the listing was put back on the market. On October 30, 2024, the listing was removed again due to a lack of interest in the asking price. The Respondent advised that the price should be reduced. On April 9, 2025, the Complainant re-listed the property with another firm. On April 28, 2025, the Complainant demanded money from the Respondent to reimburse them for the money spent on the contractors, rent, and other expenses incurred.

Based on the information provided, Counsel doesn't believe that the Commission has jurisdiction over this matter. The allegations seem to focus on contracts and potential fraudulent behavior; these matters would be better suited for civil or criminal court. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**116. 2025023201**  
**Opened: 5/21/2025**  
**First Licensed: 11/30/2006**  
**Expires: 11/29/2026**

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

The Complainant is a Tennessee resident and homeowner. The Respondent is an Affiliate Broker. The Complainant alleged that Respondent engaged in multiple ethical violations. The Complainant asked that their listing be removed from the MLS on April 14, 2025. The Respondent told them they need to sign the release agreement first, but the property was temporarily “de-listed.” The complaint also stated that the Respondent discouraged showings and there were only four (4) showings even after they had the property professionally staged.

The Respondent stated that the Complainant signed an exclusive listing agreement with the firm. When the Complainant asked to remove the property, the Complainant refused to sign. The Respondent denied the allegation that they discouraged showings for the property and only took efforts to present the property in a favorable light.

Based on the information provided, the Complainant felt that the Respondent didn’t fulfill their obligations and failed to obey their lawful request to remove the listing. Here, the parties had a binding agreement and to release the listing, the Complainant was required to either wait until the contract terminated or abide by the termination conditions. Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**117. 2025031681**  
**Opened: 6/17/2025**  
**First Licensed: 3/31/2020**  
**Expires: 9/28/2027**  
**Type of License: Principal Broker**  
**History: 2023 Agreed Citation for advertising violation**

The Complainant is a licensed real estate professional. The Respondent is a Principal Broker. The Complainant stated that they joined the Respondent’s firm in August 2024. They stated that they brought three (3) property management contracts to the brokerage. The complaint alleged that the Respondent engaged in multiple unethical business practices. Each will be discussed below.

### **Late Payments to Landlords**

The Complainant stated there were consistent issues with the Respondent sending payments to the landlords on time. They stated that the landlords were supposed to be paid on the 10<sup>th</sup> of every month.

The complaint stated that the firm processed late payments on September 13<sup>th</sup>. Then from September 24<sup>th</sup> to May 25<sup>th</sup>, only three months of rent were received on time. On November 12<sup>th</sup>, the check to the landlords’ checks bounced. They were told that the Respondent had the wrong

account information, which is why the account went into the negative. One of the landlords stated that they were going to speak with an attorney about the mismanagement of funds, but the Respondent paid them from their personal bank account. The other two landlords received a check on November 26<sup>th</sup>. In December, the Respondent stated that their account was locked because they wired too many times. The Complainant stated that the Respondent told them that they would set up a new bank account, but they wouldn't use it until January. The money was supposedly transferred to the new bank. The Respondent did an ACH payment, which were pulled back out of the landlords' account two days later. They were told again that there was a mistake with the account numbers and lost all the rent money. One landlord received payment from the Respondent's personal account again. The other landlords received payment months later.

The Respondent stated that the Complainant was confused about the timing of the payments. And said that they were supposed to get paid on the 15<sup>th</sup> instead of the 10<sup>th</sup>. They stated that the complaint seems like the issue is about timing and a time in which didn't meet expectation but at no time is illegal in any manner. The Respondent stated that many Property Management companies don't release rents until the 15th of the month. A large part of the system issues was the fact that they didn't like getting paid after the 10th, which if the tenants paid on time (1st of the month).

### **Failure to Timely Release the Complainant Transfer**

The Complainant decided to change brokerages because of the mismanagement and clients. Stating that they would leave if the Complainant stayed at the firm. The Complainant and sent the TREC 1 form on April 16th, but they were unable to get a response.

The Respondent stated that on April 16, 2025, they were out of town with a family emergency and could not respond in a timeframe that the Complainant wanted me to respond regarding phone calls or text. They stated that they received a signature request on 4/16/25 at 2:59pm to sign the TREC 1 form and they signed it the same day.

The Commission's record shows that the TREC 1 form was submitted on April 24, 2025. The original form didn't have a date so it couldn't be verified when the Respondent signed.

### **Commission Dispute**

Prior to leaving the firm, the Complainant had a closing scheduled for May 6<sup>th</sup> and there was an agreement that they would still be entitled to their commission. The Respondent refused to pay the commission and only paid them a referral fee

The Respondent stated that the buyer for the property in question was their lead and customer, which they established a relationship with prior to the Complainant representing him. The client wanted to look at a property that they listed so the Complainant showed the property and represented them since the Respondent represented the sellers. After the buyer decided not to put an offer on the property, they agreed that the Respondent could be the designated agent for the client moving forward. The client then went under contract on March 6, 2025.

However, at no point did the parties discuss commission or being allowed to continue to represent the client with an agreement between the brokerage and the Respondent. Any agent with the firm was aware that the clients and commissions belong to the Brokerage, and they are designated agents to represent those clients.

### **Release of Clients**

After transferring, the Complainant stated that the Respondent failed to release their clients for 30 days and the payments were five days late.

The Complainant stated that the Respondent failed to release the landlords, despite the breach of contract, and the escrow money was transferred five (5) days later

They stated that the clients were released after 30 days because the notice had to be given before it could go into effect. After the 30-day notification was given to cancel the property management agreement. They confirmed receipt and notified tenants of the change and that the lease still would remain in contact. The coordination of rents for June and the Property management would have to deal with the owner's decisions on that end.

Based on the information provided, there appears to be a potential issue with commingling funds. The Complainant mentioned that the rental accounts would go into the negative, and the Respondent would pay the landlords from their personal account. Therefore, Counsel recommends that the Respondent be issued a letter of instruction to provide their escrow account statements from 2024- 2025 within 30 days of receiving the request, to determine if commingling occurred and defer any potential disciplinary action until after Counsel receives additional information.

**Recommendation: Issue the Respondent Letter of Instruction to provide their escrow account statements from January 1, 2024, to June 30, 2025, to determine if commingling occurred and defer any potential disciplinary action until after Counsel receives additional information.**

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

**118. 2025035631**  
**Opened: 8/5/2025**  
**First Licensed: 6/28/2021**  
**Expires: 6/27/2027**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a homeowner. The Respondent is an Affiliate Broker. The Complainant stated that the Respondent lacked professionalism and violated confidentiality. The Complainant stated that the Respondent brought their baby to appointments and calls. The baby was screaming during the initial showing, the inspection, and phone calls, causing significant distraction. The baby impacted their ability to focus on critical decisions.

The complaint also alleged that the Respondent breach confidentiality by discussing their private financial considerations openly with the seller and seller's agent at the inspection. They overheard the Respondent say, "They [Complainant] are very committed, and they are exploring all options to close in time," before even discussing it privately with them. They stated that the overall experience with the Respondent was poor and didn't have timely communication.

The Respondent stated that the Complainant didn't raise any objection at the time, expressed understanding as fellow parents, brought their children to inspection, and continued to schedule future showings and meetings. The Respondent denied disclosing any private financial information to the seller or their agent and even advised them on several occasions that in any instance where they met with the listing agent, who was also the seller, not to answer any financially related questions or discuss potential contract terms.

The alleged statement that they made that they were "exploring all options" reflected client-directed messaging, not unsolicited disclosure. As their agent, they were making every effort to assist their clients in meeting their contractual obligations and conveying to the selling party that the buyer was trying to ensure they could meet the closing date.

They stated that they proactively and responsively kept the clients informed. This included consistent telephone communication (57 calls over 60 days, with additional call logs available from FUB), over 159 pages of text messages, and an additional 693+ texts in Follow Up Boss, along with voice messages pertaining to negotiations, offer strategy, inspections, repair options, vendor timelines, appraisal status, and financing options. The client frequently initiated calls late in the evening, and I responded outside of normal business hours to accommodate their schedule and mitigate their stress. Any perceived delay was attributable to coordination efforts with third parties, such as the seller's agent, vendors, and lenders.

The Respondent stated that they consistently explained contractual deadlines, particularly those pertaining to the inspection period, resolution period, financing deadlines, and earnest money implications. These explanations were documented in recorded calls and text messages. For example,

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

**Recommendation: Dismiss.**

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

**119. 2025037611**

**Opened: 7/14/2025**

**First Licensed: 2/10/2022**

**Expires: 2/9/2026**

**Type of License: Affiliate Broker**

**History: 2025 Consent Order for advertising violation**

An anonymous complaint was filed against the Respondent, and it was alleged that they were engaged in unlicensed activity. The complaint included various screenshots from the Respondent advertising as a real estate agent. They alleged that all screenshots were taken on July 1, 2025.

The Respondent acknowledge that their license was suspended due to a lapse in Errors & Omissions (E&O) insurance coverage. At the time they believed that they properly retired their license. The advertisement referenced in the complaint was not updated immediately following the suspension, and was an unintentional oversight, not an attempt to mislead or misrepresent my licensing status. When they became aware of the suspension, they reviewed and began updating all associated marketing materials to ensure full compliance with TREC regulations. They have paid all related fines and their license was reinstated.

Based on the information provided, there is not a way to confirm the date the screenshots were taken and due to the anonymity, Counsel can't request additional information. Due to the lack of evidence that the Respondent engaged in unlicensed activity or advertised while their license was expired, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**120. 2025037851**  
**Opened: 7/14/2025**  
**First Licensed: 2/25/2004**  
**Expires: 11/19/2025**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a real estate professional. The Respondent is an Affiliate Broker. The Complainant alleged that July 3, 2025, they were on social media when the Respondent's ad popped up. The Complainant stated that they wanted more information. They noticed that the ad didn't include the brokerage information or the MLS number. The complaint alleged that the Respondent failed to comply with the advertising rules established by the Commission.

The Respondent denied violating the advertising rules. The post in question included an accessible link labeled "info" which when clicked leads individuals directly to a page displaying all required identifying information and complies with the "one click rule." The Respondent denied any willful misconduct, misrepresentation, or violation of Commission rules.

The screenshot only included a portion of the description of the property. There is not enough information to determine if an advertising violation occurred since the screenshot didn't capture the full social media post. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**121. 2025031931**

**Opened: 6/17/2025**

**First Licensed: 9/3/2021**

**Expires: 9/2/2025 (Expired- Grace)**

**Type of License: Affiliate Broker**

**History: None**

The Complainant is a Tennessee resident and homeowner. The Respondent is an Affiliate Broker and acted as a property manager for the Complainant's property. The Complainant alleged that the Resp failed to properly manage their property. The Complainant stated that the Respondent failed to collect money on damages, failed to respond in a timely manner, and failed to present a signed contract for a tenant. The Complainant stated that the Respondent kept deposit and rental money owed to them for over 60 days after the lease termination. The tenant held the rent because they were "sick of the treatment and lack of response" they received from the Respondent. Typically, a property management agreement would meet the exemption and would not be discussed further. However, the allegation about withholding money owed to the Complainant would be in the Commission's authority.

The Respondent stated the parties entered a property management agreement on September 26, 2024. The rent was listed at \$4,000 a month. The Respondent advised the Complainant that the amount was high for the area. The listing sat for three (3) months. On December 9, 2024, a company expressed interest in renting the unit as a corporate rental. They spoke with an individual from the corporation and told them that each trip needed to be longer than 21 days to be compliant with the local city codes. After doing their due diligence, they discovered that the company was not registered with the Tennessee Secretary of State. They advised the Complainant of the risks but was told to proceed. The tenants moved in on January 1, 2025, and the next day, they received a call from the tenants stating that the Complainant entered the property and picked up some personal items while the tenants were there. They called the Complainant to let them know they couldn't enter the property without permission or 24-hour notice. On January 20, 2025, the tenant contacted them again and stated that the HVAC unit stopped working. The Complainant went to the property to "take a look at it." The Respondent stated that they had the matter handled and would call a technician to do the repair. The Complainant then argued that the Respondent didn't have the authority to act on their behalf. On January 31, 2025, the Respondent received an email from the Complainant related to the cost of the fence repair. The tenant stated that the damage was there when they moved in, the Complainant disagreed. However, there was nothing to show the fence's condition prior to moving in so the matter didn't get resolved. On February 28, 2025, the Respondent found out that the company was listing the property on short term rental sites for less than 21 days. The Respondent told the tenant that the contract was null and void and they would keep the security deposit. They informed the Complainant that they wanted to terminate the contract and provided 60-day notice. The Complainant took a week to reply but the Complainant demanded that the Respondent pay for all the fees that they charged. They told the Complainant that it's not how it worked. The response included multiple documents related to the rental transaction.

An email from the Complainant requested over \$6,000 for costs such as filing charges against the tenant for breaching the contract, a percentage of rent where major issues weren't resolved, a portion of the rent paid for two months of rent, and the security deposit. The matter is being litigated in civil court. Based on the information provided, civil court is the proper venue for the contract dispute. Additionally, Counsel finds the Complainant's allegations related improperly withholding money owed within a timely manner to be unfounded.

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

**Recommendation: Dismiss.**

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

**122. 2025038281**

**Opened: 7/22/2025**

**First Licensed: 8/21/2024**

**Expires: 8/20/2026**

**Type of License: Affiliate Broker**

**History: None**

The Complainant is a Tennessee resident and tenant. The Respondent is an Affiliate Broker. The Complainant stated that on October 4, 2024, they signed a lease for an apartment. They stated that the Respondent acted as the property manager but was not the designated and acted without authority. The property was later found uninhabitable with multiple code violations.

The Respondent stated that they have been licensed since August 2024. They stated that they acted in good faith and ethically and abided by all their contractual obligations. Prior to leasing the unit, the unit was inspected by the Complainant and deemed suitable for occupancy. Additionally, there were no formal complaints or repair requests submitted by the Complainant. They stated that the unit was leased through the standard practices.

Based on the information provided, Counsel believes that the Respondent meets the exemption under Tenn. Code Ann. § 62-13-104(a)(1)(E) because the Respondent was a licensed and their responsibilities included serving as a resident manager, supervision, and exhibition of the units, collecting security deposits and rent.

**Recommendation: Dismiss.**

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

**123. 2025038431**

**Opened: 7/28/2025**

**First Licensed: 8/24/1998**

**Expires: 11/26/2025**

**Type of License: Affiliate Broker**

**History: None**

The Complainant is a Tennessee resident and prospective buyer in a real estate transaction. The Respondent is an Affiliate Broker. The complaint was submitted by an attorney on the Complainant's behalf. The Complainant stated that the Respondent engaged in ethical violations. In late 2024, the Complainant submitted \$5,000 in earnest money for the purchase of a property. The transaction fell through and a mutual release was executed. The Respondent was instructed to deliver funds to the Complainant. However, the Respondent withheld \$2,500 and pressured the Complainant to agree that they were entitled to the money in recognition of the time spent showing the property. There was no written agreement or contractual obligation authorizing any commission, fee, or compensation. The Complainant submitted another \$5,000 for an earnest money deposit on a different property. This contract also fell through, and another mutual release agreement was signed. The Respondent withheld \$1,500 as a "loan." The Complainant felt pressured to agree to receive the remaining funds. The Respondent failed to return the \$1,500. The complaint alleged that the Respondent failed to remit \$4,000 in earnest money that was owed to the Complainant.

The Respondent stated that the Complainant was referred to them by a client to find a home around October 2023. The Complainant was using their ex-husband's death benefits from two life insurance policies. Around January 8, 2024, the Complainant wanted to purchase a home. After the first transaction was terminated, the Respondent stated that they took the earnest money release check to a credit union to deposit the \$5,000 into the Complainant's account. The Complainant called the bank and instructed them to release \$2,500 from their account to give to them. Similarly, when the second contract was terminated the Respondent went to the bank and deposited it into the Complainant's account. They stated that the Complainant called the bank and authorized a withdrawal \$1,500 that they were supposed to give to the Complainant's son. They denied commingling funds. The Respondent submitted multiple documents

Based on the information provided, there was a dispute about whether the Respondent properly remitted the money owed to the Complainant. One of the documents submitted with the response was a copy of the checks from the earnest money deposit. Both parties agree that the Respondent took a portion of the money from each earnest money deposit. However, the Complainant asserted that the money wasn't given consensually.

Counsel recommends that this matter be discussed by the Commission to determine if the money was properly remitted to the Complainant. If not, Counsel recommends that the Respondent be assessed a civil penalty for failing to account for or remit money that belonged to the Complainant, in violation of Tenn. Code Ann. §62-13-312(b)(5).

**Recommendation: Discuss.**

**Commission Decision: The Commission voted to defer this matter to the next legal report to get additional information about how the money was deducted from the earnest money.**

**124. 2025038781**

**Opened: 7/28/2025**

**First Licensed: 6/25/2025**

**Expires: 6/24/2027**

**Type of License: Affiliate Broker**

**History: None**

The Complainant is a Tennessee resident and tenant. Respondent is an Affiliate Broker and acted as the property manager for the property owner. On July 7, 2025, the Respondent entered their rental unit without giving the required 24-hour notice. They received a text around 1:19 pm from the Respondent stating that they would be there for a showing. They responded that they were not prepared for a showing. The Respondent stated that they would still proceed with the showing because their client had taken off work. They called the landlord who stated that they were unaware of the details but allowed the Respondent to proceed with the showing. The Respondent later claimed that they had confirmed the appointment with them during a call the week before. The Complainant's husband returned to the property to make it presentable for the showing. When they got there, all of the doors were open, and their cat was roaming around the house. The Complainant stated that they have a severe allergy to cats and when the cat was allowed to roam around, it created a severe health risk to them. They also stated that they still had an active lease at the time of the Respondent unlawfully entered the property. They also stated that they spoke with the Respondent's firm and was told that the Respondent was not assigned to that rental or authorized to have a master key to the property or to conduct the showing.

The Respondent stated that they received a call from the owner, stating that they received a 30-day notice and would like the Respondent to find a new tenant. On July 1, 2025, they called the Complainant. They introduced themselves and stated that they would be listing the property for rent. The Complainant told them that they would be moving to another state after the July 4<sup>th</sup> weekend. They let the Complainant know that they would coordinate the time and date of the showing to prevent any scheduling conflicts. They communicated with the Complainant and on July 1, 2025, the parties agreed that they wouldn't schedule any showings until July 7, 2025. The next day, they received an application from a prospective tenant. They called the Complainant to schedule a showing and asked if any dates didn't work for them. They asked to meet at 3:30 pm due to the Complainant's work schedule. They stated that they would contact the Complainant the day of the showing to remind them. On the day of the showing, they sent the reminder text to the Complainant and asked to reschedule because they forgot to inform their husband about the showing. The Respondent called the owner. The owner said that the Respondent was permitted to show the property and the only request from the Complainant was to place the cat in a room. The owner was unaware of the cat and pets were not permitted. However, the Respondent agreed and headed to the property. While they were attempting to put the cat in a room, the Complainant's husband came back. They explained that they would wait outside until the showing time and they just came inside briefly to put the cat in a different room. After the showing, the Complainant informed them about the allergy for the first time. The Complainant stated that they were pursuing legal action against them and requested the police report that was filed against them. The report was filed for "documentation purposes only" and they confirmed that there were no criminal charges. The Respondent denied violating the 24-hour notice requirement or any unethical behavior. The response included multiple documents.

All documents provided were reviewed. One of the documents that the Respondent submitted was a screenshot of their call log. A call was made from the Respondent to the Complainant that lasted two (2) minutes. Other screenshots show that the Complainant and Respondent spoke about scheduling showings and agreed on July 7, 2025. Based on the information provided, Counsel finds Complainant's allegations related to violating the 24-hour notice requirement to be unfounded. Also, there was nothing to support the Complainant's claim that the Respondent wasn't authorized to show the property. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**125. 2025039201**

**Opened: 7/28/2025**

**First Licensed: 12/9/2022**

**Expires: 12/8/2026**

**Type of License: Principal Broker**

**History: None**

Complainant is a Tennessee resident and tenant. The Respondent is a Principal Broker. The Complainant alleged that the Respondent misrepresented the property and failed to maintain a habitable home. Each allegation will be discussed below.

### **The Respondent Failed to Maintain Habitability**

The Complainant stated that on April 18, 2025, they moved into a home and started to notice leaks, mold growth, and found out the dryer vent was routed into the floor and leaked into the crawl space. They submitted a maintenance request, but no one came.

The Respondent stated that on April 11, 2025, the Complainant entered into a lease agreement from April 18, 2025, to April 30, 2026. They stated that they were unaware of any issues with the property before the Complainant moved in. They stated that the pictures from the move-out inspection on April 2, 2025, didn't show signs of mold or structural damage. They stated that the Complainant didn't mention damage, leaks, or other issues. On June 17, 2025, the Respondent became aware of the complaint that was filed. The property manager created a work order and initiated a plan for remediation.

### **The Respondent Misrepresented the Property to Increase the Rent Price**

The complaint alleged that the Respondent misrepresented the number of bedrooms to inflate the rent price. The Complainant stated that the property was advertised as a three (3) bedroom home but according to the code regulations, it was only two (2) bedrooms.

The Respondent stated that they didn't intentionally misrepresent the number of bedrooms and was an honest oversight. They stated that after they reviewed the findings from the

code inspector and they acknowledged that one of the rooms didn't meet the legal requirements for a bedroom. The room in question was an enclosed space with a door and windows, and the previous tenant(s) used it as a bedroom.

### **The Respondent alleged that the Complainant Breached Their Contract**

The Complainant stated that on July 2, 2025, the property was condemned, and the Complainant was forced to leave the city. They suffered from mold poisoning and lost personal property because of the mold contamination. The Respondent stated that they were told that the Complainant abandoned the property. The Complainant stated that they forced them out. The Complainant was told that the Respondent was breaking the lease and was charged until July 17, 2025.

The Respondent stated that on May 28, 2025, the Respondent stated that they received notification from the local water service provider that the Complainant's water was shut off due to non-payment. The water remained off from May 28, 2025, to mid-July 2025. They stated that the utilities being shut off was a breach of contract.

Counsel believes that the Respondent meets the exemption under Tenn. Code Ann. § 62-13-104(a)(1)(E) because the Respondent was a licensed and their responsibilities included serving as a resident manager, supervision, and exhibition of the units, collecting security deposits and rent. As for the allegation related to misrepresentation, it is likely that the Respondent relied on the owner when listing the property and there is no imputation of knowledge between the Respondent and their client. Based on the information provided, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**126. 2025039351**

**Opened: 7/28/2025**

**First Licensed: 2/27/2020**

**Exploration: 2/26/2026**

**Type of License: Affiliate Broker**

**History: None**

The case was referred to the Commission from a different government agency.

The Complainant is a Tennessee resident and buyer in a real estate transaction. The Respondent is an Affiliate Broker. The Complainant stated that several repairs weren't completed prior to closing. They stated that there were multiple items that needed to be repaired such as the air conditioning not working, wood rot was painted over, missing gutters, and cracks in the driveway and walkway.

The Respondent stated that all repair items were mutually agreed upon in writing based on the home inspection. The repairs were completed by professionals and done before closing. The

repairs mentioned in the complaint occurred after closing. They stated that HVAC unit was installed by a licensed HVAC contractor, and no defects were reported with the HVAC system. The Complainant signed off on the final walkthrough and had the opportunity to inspect the unit before closing. The Respondent stated that the other repairs mentioned were cosmetic and non-contractual. The Complainant mentioned cosmetic issues such as floor scratch, paint over the wood, etc. were not material or mentioned in the repair agreement.

Counsel reviewed the repair/replacement proposal, and the only repair from the complaint was related to the HVAC system. Here, the issue with the HVAC system wasn't discovered until after closing. The Complainant had an opportunity to inspect the items on the repair proposal.

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

**Recommendation: Dismiss.**

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

**127. 2025039571**

**Opened: 7/28/2025**

**First Licensed: 10/6/2022**

**Expires: 10/5/2026**

**Type of License: Affiliate Broker**

**History: None**

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

The Complainant alleged that the Respondent convinced them to be a co-signer for a buyer because the buyer couldn't get a loan by themselves. They were promised \$3,000.00 if they were a co-signer and could get off the loan in three (3) months. However, they discovered that they were unable to get off the loan. They later found out that the Respondent did the same thing to other clients.

The Respondent denied the allegation in the complaint. They stated that they didn't know the Complainant. They stated that they never made any arrangement for anyone to be a cosigner for three (3) months in exchange for \$3,000.00. They also stated that there is no record of the address provided by the Complainant didn't exist and there were no records of the property in the local tax assessor's database or Realtors MLS. They believe that the address was fabricated.

The complaint didn't include any additional information or specifics related to the allegations. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**128. 2025039911**  
**Opened: 7/28/2025**  
**First Licensed: 6/7/2010**  
**Expires: 6/6/2026**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident and buyer in a real estate transaction. The Respondent is an Affiliate Broker.

The Complainant stated that purchased property owned by the Respondent. The Respondent also stated that the price was \$8,000.00 but it was \$58,000.00.

The Respondent stated that they met the Complainant in December 2022 when they acted as their agent to sell their home. They developed a friendship. On July 7, 2023, they received a text from the Complainant stating that they were moving back to Tennessee from out of state. They were looking for a home that was move-in ready with a price range of \$65,000 to \$70,000. They stated that the request would be difficult. After months of looking, the Respondent showed the Complainant a property that they owned. Originally, they were unsure about selling it, but since they knew the Complainant needed a place to stay the parties agreed to the purchase. They sold the property for \$8,000. The Complainant was to pay \$8,465.60. The amount included the purchase price and closing costs.

Based on the information provided, the sale occurred in July 2023. Under Tenn. Code Ann. § 62-13-313(e)(1), any complaint filed with the commission must be filed within two (2) years from the date of commission of the alleged violation. Here, the complaint is outside of the statute of limitations. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**129. 2025039021**  
**Opened: 8/5/2025**  
**First Licensed: 1/22/2019**  
**Expires: 1/21/2027**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant alleged that on July 4, 2025, the Respondent assaulted a member of the LGBTQIA+ community. The alleged incident was captured on video and there is a pending legal investigation for a potential hate crime. They stated that the Respondent shouldn't be a licensee and should be investigated.

The Respondent stated that the incident happened at their personal residence, and they were "attacked by a deranged person wielding a metal grill spatula." They stated that the police

interviewed them, and no arrest was made. They stated that they only acted in self-defense, and it was not a hate crime.

Tenn. Code Ann. § 62-13-312(b)(13) states that licensees are prohibited from discriminating against someone in the sale or rental of real estate because of race, color, religion, sex or national origin. Here, the complaint didn't involve a real estate transaction. The Commission doesn't have jurisdiction over this matter as it is a criminal matter.

Based on the information provided and the lack of jurisdiction, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**130. 2025039751**

**Opened: 8/5/2025**

**First Licensed: 7/13/2015**

**Expires: 11/4/2026**

**Type of License: Real Estate Broker**

**History: None**

The Complainant is Tennessee resident. The Respondent is a Real Estate Broker and represented the buyer in a real estate transaction. The Complainant stated that the Respondent represented their ex-wife during the sale of the property. The Complainant stated that they never met with the Respondent but on October 1, 2024, they showed up with two (2) police officers. When asked they asked why the officers were present, they were told it was to "keep the peace." They voluntarily left the property. While they were away, the officers went through their personal items, and when they returned three (3) hours later, they were arrested. The Complainant alleged that the Respondent was responsible for the arrest and believed that the Respondent engaged in a "backdoor deal" to help their ex-wife sell the property without interference/. The Complainant alleged that civil rights were violated, and the Respondent acted fraudulently.

The Respondent stated prior to the showing, they were advised by the ex-wife's attorney that they should have police present. On October 1, 2024, they contacted the local police department and notified them about the attorney's recommendation. The officers agreed to come to property as a deterrent. They denied inviting the officers into the property, but during the tour they came inside and requested the Complainant's name and contact information of the ex-wife. The Respondent also denied engaging in any type of fraudulent behavior and their buyer completed the transaction. All the steps taken were legal and ethical.

Based on the information provided, the Respondent went to the property so their client could tour the property. The Respondent only contacted the police to deter any potential issues with the Complainant, who was going through a contentious divorce. The Respondent didn't direct the officers to come into the property or have authority over their actions. There is nothing to suggest that the Respondent engaged in fraudulent activity to sell the property without the Complainant's

permission. After the property was sold, the Complainant and ex-wife signed a settlement agreement which divided the profits from the sale of the property. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**131. 2025040311**  
**Opened: 8/5/2025**  
**First Licensed: 10/11/2021**  
**Expires: 10/10/2025**  
**Type of License: Affiliate Broker**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The complaint stated that the Respondent managed property for their family. They stated that the Respondent stole approximately \$10,000 from them since April 2025. The next season they also stated that the revenue numbers did not match let the fees paid and the respondent is refusing to provide any documentation. The complaint alleged fraudulent activity and theft.

The Respondent stated that the Complainant wasn't the owner of the property. Since they have a contract with the owner, the Complainant is not authorized to make decisions about the property. They stated that the allegations related to the money discrepancies are based on the Complainant's misunderstanding about how short-term rental reports expenses are presented. The platform shows gross revenue while the statements provided net revenue minus the fees, taxes, and commissions owed. The owner has access to the platform where they can see all the transactions. As of the date of the response, the owner was set to receive a final payment of \$4,241.64. The Respondent included multiple documents related to the short-term rental agreement.

it is unclear what the Complainant's relation is with the complainant and how involved they were with managing the rental property. Based on the documents provided, the complainant's name does not appear on any of the contracts or on any other relevant documents. Additionally, the rental company has a vacation firm license, and the respondent is a licensed real estate professional.

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

**Recommendation: Dismiss.**

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

**132. 2025041991**  
**Opened: 8/19/2025**  
**First Licensed: 2/11/2021**  
**Expires: 2/23/2027**  
**Type of License: Principal Broker**

**History: None**

**REC-2025041991 (#132), REC-2025042031 (#133), REC-2025042051 (#134), and REC-2025042071 (#135) are related and contain identical allegations.**

An anonymous complaint was filed against the Respondent. It was alleged that the Respondent doesn't have a physical office in Tennessee. The Complainant alleged that the Respondent is the broker for eight (8) brokerages, and it appeared that an out of state agent used the Respondent's documents to sell a Tennessee property.

The Respondent stated that they were unsure why they got the complaint for a person (Individual) they didn't work for them in any way. They stated that they don't have a virtual office and rent space. The firm license is at an out of state address. They stated that they don't have eight (8) brokerages, just two (2) so they were unsure where the information came from. The Individual mentioned in the complaint worked for a corporation. The corporation had an equitable interest in the property. They were given a document from the legal owner that permitted the corporation to sign listing agreement, disclosures, etc. They stated that almost all of the agents in their firm live in Tennessee and have viewed the properties they list.

The complaint wasn't very clear with its allegations but based on the information, the main issues seemed to be that the Respondent didn't have a physical address in Tennessee, and they were working with an Individual who is not licensed in Tennessee but involved in real estate transactions. Counsel confirmed that the Individual is unlicensed and not affiliated with the Respondent's firm. It appears that the Individual is licensed in other states and in Tennessee they worked as a transaction coordinator.

The Complainant asserted that the Respondent was required to have a firm located in Tennessee.

Tenn. Comp. R. & Regs 1260-02-.03(3) states that a licensee is deemed to maintain a "branch" if the licensee advertises the office in any manner for the purpose of attracting the public; has a mail drop at the office which is registered with and served by the United States Postal Service; or invites or solicits telephone calls to the office (by such means as advertising or listing in a telephone directory). Tenn Code Ann §62-13-309 provides additional information about what is required for a firm. Based on Counsel's understanding, there is no requirement that the office be located in Tennessee. As long as each office has a real estate firm license, a principal broker and a fixed location with adequate facilities for affiliated licensees, located to conform with zoning laws and ordinances.

Here, the Respondent is licensed in Tennessee. The property mentioned in the complaint has the Respondent as the listing agent. The documentation doesn't support the allegation that the Individual was involved in a real estate transaction, but it appears that they may have been working as a transaction coordinator or authorized agent for a corporation who owned the property.

One of the documents included in the complaint was a screenshot of an email from the Individual related to a disclosure for a property outside of Tennessee, which is not relevant to the Commission. However, in the private remarks of the listing, it states, "for inquires or showings

kindly text [Individual]” and provided a number to text. Screenshots between the Complainant and the Individual seem to only involve coordinating times to view the property.

Tenn Code Ann. § 62-13-302(a) states that a licensed broker may pay a commission to a licensed broker of another state if the nonresident broker does not conduct in this state any of the negotiations for which a commission is paid. Under Tenn. Code Ann. §62-13-304(a)(1)(F), an exemption exists where a corporation, acting through an officer duly authorized to engage in a real estate transaction where the transaction occurs as an incident to the sale or other disposition of real estate owned by the corporation.

Here, it is unclear whether the Individual is getting paid a commission but based on the Respondent’s statement, it appears that the Individual was working on the owner’s behalf. Based upon all these facts, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**133. 2025042031**  
**Opened: 8/19/2025**  
**First Licensed: 9/26/2024**  
**Expires: 9/25/2026**  
**Type of License: Real Estate Firm**  
**History: None**

**REC-2025041991 (#132), REC-2025042031 (#133), REC-2025042051 (#134), and REC-2025042071 (#135) are related and contain identical allegations.**

An anonymous complaint was filed against the Respondent. The Respondent is a Real Estate Firm. It was alleged that the Respondent doesn’t have a physical office in Tennessee. The Complainant alleged that the Respondent is the broker for eight (8) brokerages, and it appeared that an out of state agent used the Respondent’s documents to sell a Tennessee property.

A response was submitted by the principal broker. The Respondent stated that they were unsure why they got the complaint for a person (Individual) they didn’t work for them in any way. They stated that they don’t have a virtual office and rent space. The firm license is at an out of state address. They stated that they don’t have eight (8) brokerages, just two (2) so they were unsure where the information came from. The Individual mentioned in the complaint worked for a corporation. The corporation had an equitable interest in the property. They were given a document from the legal owner that permitted the corporation to sign listing agreement, disclosures, etc. They stated that almost all of the agents in their firm live in Tennessee and have viewed the properties they list.

The complaint wasn’t very clear with its allegations but based on the information, the main issues seemed to be that the Respondent didn’t have a physical address in Tennessee, and they were working with an Individual who is not licensed in Tennessee but involved in real estate

transactions. Counsel confirmed that the Individual is unlicensed and not affiliated with the Respondent's firm. It appears that the Individual is licensed in other states and in Tennessee they worked as a transaction coordinator.

The Complainant asserted that the Respondent was required to have a firm located in Tennessee.

Tenn. Comp. R. & Regs 1260-02-.03(3) states that a licensee is deemed to maintain a "branch" if the licensee advertises the office in any manner for the purpose of attracting the public; has a mail drop at the office which is registered with and served by the United States Postal Service; or invites or solicits telephone calls to the office (by such means as advertising or listing in a telephone directory). Tenn Code Ann §62-13-309 provides additional information about what is required for a firm. Based on Counsel's understanding, there is no requirement that the office be located in Tennessee. As long as each office has a real estate firm license, a principal broker and a fixed location with adequate facilities for affiliated licensees, located to conform with zoning laws and ordinances.

Here, the Respondent is licensed in Tennessee. The property mentioned in the complaint has the Respondent as the listing agent. The documentation doesn't support the allegation that the Individual was involved in a real estate transaction, but it appears that they may have been working as a transaction coordinator or authorized agent for a corporation who owned the property.

One of the documents included in the complaint was a screenshot of an email from the Individual related to a disclosure for a property outside of Tennessee, which is not relevant to the Commission. However, in the private remarks of the listing, it states, "for inquires or showings kindly text [Individual]" and provided a number to text. Screenshots between the Complainant and the Individual seem to only involve coordinating times to view the property.

Tenn Code Ann.§ 62-13-302(a) states that a licensed broker may pay a commission to a licensed broker of another state if the nonresident broker does not conduct in this state any of the negotiations for which a commission is paid. Under Tenn. Code Ann. §62-13-304(a)(1)(F), an exemption exists where a corporation, acting through an officer duly authorized to engage in a real estate transaction where the transaction occurs as an incident to the sale or other disposition of real estate owned by the corporation.

Here, it is unclear whether the Individual is getting paid a commission but based on the Respondent's statement, it appears that the Individual was working on the owner's behalf. Based upon all these facts, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**134. 2025042051**  
**Opened: 8/19/2025**  
**First Licensed: 12/12/2023**  
**Expires: 12/11/2025**

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

**REC-2025041991 (#132), REC-2025042031 (#133), REC-2025042051 (#134), and REC-2025042071 (#135) are related and contain identical allegations.**

An anonymous complaint was filed against the Respondent. The Respondent is a Real Estate Firm. It was alleged that the Respondent doesn't have a physical office in Tennessee. The Complainant alleged that the Respondent is the broker for eight (8) brokerages, and it appeared that an out of state agent used the Respondent's documents to sell a Tennessee property.

A response was submitted by the principal broker. The Respondent stated that they were unsure why they got the complaint for a person (Individual) they didn't work for them in any way. They stated that they don't have a virtual office and rent space. The firm license is at an out of state address. They stated that they don't have eight (8) brokerages, just two (2) so they were unsure where the information came from. The Individual mentioned in the complaint worked for a corporation. The corporation had an equitable interest in the property. They were given a document from the legal owner that permitted the corporation to sign listing agreement, disclosures, etc. They stated that almost all of the agents in their firm live in Tennessee and have viewed the properties they list.

The complaint wasn't very clear with its allegations but based on the information, the main issues seemed to be that the Respondent didn't have a physical address in Tennessee, and they were working with an Individual who is not licensed in Tennessee but involved in real estate transactions. Counsel confirmed that the Individual is unlicensed and not affiliated with the Respondent's firm. It appears that the Individual is licensed in other states and in Tennessee they worked as a transaction coordinator.

The Complainant asserted that the Respondent was required to have a firm located in Tennessee.

Tenn. Comp. R. & Regs 1260-02-.03(3) states that a licensee is deemed to maintain a "branch" if the licensee advertises the office in any manner for the purpose of attracting the public; has a mail drop at the office which is registered with and served by the United States Postal Service; or invites or solicits telephone calls to the office (by such means as advertising or listing in a telephone directory). Tenn Code Ann §62-13-309 provides additional information about what is required for a firm. Based on Counsel's understanding, there is no requirement that the office be located in Tennessee. As long as each office has a real estate firm license, a principal broker and a fixed location with adequate facilities for affiliated licensees, located to conform with zoning laws and ordinances.

Here, the Respondent is licensed in Tennessee. The property mentioned in the complaint has the Respondent as the listing agent. The documentation doesn't support the allegation that the Individual was involved in a real estate transaction, but it appears that they may have been working as a transaction coordinator or authorized agent for a corporation who owned the property.

One of the documents included in the complaint was a screenshot of an email from the Individual related to a disclosure for a property outside of Tennessee, which is not relevant to the Commission. However, in the private remarks of the listing, it states, “for inquires or showings kindly text [Individual]” and provided a number to text. Screenshots between the Complainant and the Individual seem to only involve coordinating times to view the property.

Tenn Code Ann. § 62-13-302(a) states that a licensed broker may pay a commission to a licensed broker of another state if the nonresident broker does not conduct in this state any of the negotiations for which a commission is paid. Under Tenn. Code Ann. § 62-13-304(a)(1)(F), an exemption exists where a corporation, acting through an officer duly authorized to engage in a real estate transaction where the transaction occurs as an incident to the sale or other disposition of real estate owned by the corporation.

Here, it is unclear whether the Individual is getting paid a commission but based on the Respondent’s statement, it appears that the Individual was working on the owner’s behalf. Based upon all these facts, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**135. 2025042071**  
**Opened: 8/19/2025**  
**Unlicensed**  
**History: None**

**REC-2025041991 (#132), REC-2025042031 (#133), REC-2025042051 (#134), and REC-2025042071 (#135) are related and contain identical allegations.**

An anonymous complaint was filed against the Respondent for unlicensed activity

The Respondent’s response was the same as the principal broker’s in the related cases. The Respondent worked for a corporation. The corporation had an equitable interest in the property. They were given a document from the legal owner that permitted the corporation to sign listing agreement, disclosures, etc.

Tenn Code Ann. § 62-13-302(a) states that a licensed broker may pay a commission to a licensed broker of another state if the nonresident broker does not conduct in this state any of the negotiations for which a commission is paid. Under Tenn. Code Ann. § 62-13-304(a)(1)(F), an exemption exists where a corporation, acting through an officer duly authorized to engage in a real estate transaction where the transaction occurs as an incident to the sale or other disposition of real estate owned by the corporation.

The complaint wasn’t very clear with its allegations but based on the information, Counsel confirmed that the Respondent is unlicensed in Tennessee, but they don’t appear to be affiliated with a Tennessee firm or advertising as a licensee. It appears that the Respondent is licensed in

other states and in Tennessee they worked as a transaction coordinator. In this case, their role appears to be an employee for a corporation.

One of the documents included in the complaint was a screenshot of an email from the Individual related to a disclosure for a property outside of Tennessee, which is not relevant to the Commission. However, in the private remarks of the listing, it states, “for inquires or showings kindly text [Individual]” and provided a number to text. Screenshots between the Complainant and the Individual seem to only involve coordinating times to view the property.

Here, it is unclear whether the Respondent was paid a commission but based on the principal broker’s statement, it appears that the Respondent was working on the owner’s behalf. Based upon all these facts, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**TIMESHARES:**

- 136. 2025046361**
  - Opened: 9/3/2025**
  - First Licensed: 3/24/2008**
  - Expires: 3/23/2026**
  - Type of License: Time Share Registration**
  - History: None**

Complainant is an out of state resident. The Complainant entered a contract with Respondent in September 2023. The Complainant stated that the property was poorly maintained.

Respondent attorney responded on the Respondent’s behalf (“Representative”). Representative stated that Complainant has been an owner since 2023 and upgraded their contracts in 2024.

Based on the information provided, Complainant is outside of the rescission period. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

- 137. 2025047821**
  - Opened: 9/3/2025**
  - First Licensed: 9/1/2016**
  - Expires: 9/1/2026**
  - Type of License: Time Share Registration**
  - History: None**

Complainant is an out of state resident. The Complainant stated that on August 31, 2024, they went to a timeshare presentation. They were told that the vacations would cost no more than \$500 a week and they would receive \$1500 in annual credits. Every time they declined an offer, another representative would make additional promises. However, when they tried to book a Christmas vacation, it cost more than they were told. They stated that the timeshare is a financial burden and believe that the type of presentations are unethical.

An attorney provided a response on the Respondent's behalf ("Representative"). Representative stated that Complainant has been an owner since August 2024. They stated that at the time of purchase, they were provided with the costs associated with travel. They apologized if they felt pressured but there was no obligation to stay or purchase a timeshare

Based on the information provided, Complainant is outside of the rescission period. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss.**

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

**138. 2025048141**  
**Opened: 9/3/2025**  
**First Licensed: 5/14/2025**  
**Expires: 5/13/2026**  
**Type of License: Time Share Registration**  
**History: None**

Complainant is an out of state resident. The Complainant stated that on December 23, 2024, they went to a timeshare presentation. They stated that they were long-term owners and were familiar with the presentations. They claimed that their representative claimed they could purchase 300,000 points for \$63,000 and those points could be combined with the points they already had. There was a verbal promise that the new monthly obligation would be zero dollars, and it'd be like signing a new contract. On December 24, they attempted to cancel the contract. On March 25, 2025, they were told that their request for cancellation was denied.

A Representative submitted a response the Respondent's behalf ("Representative"). Representative stated that Complainant has been an owner since December 23, 2024. The request for a cancellation was denied because they were unable to determine if the allegation could be substantiated. They believe that in this case, the Complainant experienced hardships unrelated to the sales representation or service issue.

The Respondent included a document titled "Notice of Intent to Cancel." The document was signed by the Complainant and their sales representative. A section of the document addressed the Complainant's right to cancel and provided two options. The first option was to confirm the intent to cancel the contract. The second option has the following language "following a subsequent visit to the sales site we have discussed the purchase further and I/We do not desire to cancel my/our

purchase at this time. I/We understand that my/our right to cancel will remain in effect under the original terms of this contract.” The Complainant’s initials were beside the second option.

Based on the information provided, the Complainant didn’t properly complete the cancellation for the timeshare and is now outside of the rescission period. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

### **CASES TO BE REPRESENTED**

**139. 2023065781**  
**Opened: 1/22/2024**  
**Unlicensed**  
**History: None**

Complainant is a Tennessee real estate group. Respondent is unlicensed in Tennessee but has a valid license in a different state. Complainant alleges Respondent facilitated due diligence and negotiations on behalf of the potential Buyer, the Respondent’s client and would receive a referral fee upon closing. The contract was terminated because the Buyer couldn't find an operator for the rehab facility. The Complainant also stated that after the transaction fell through, they noticed a listing for the same property online and asked that it be removed, and the Respondent complied.

Respondent stated that their client had the property under contract, and they had an interest in eventually being able to sell an interest in the property and only intended to sell the entity not the real estate.

Counsel contacted the Respondent for additional information but did not receive a response.

Counsel reviewed the listing attached in the complaint. Although the listing didn’t have a price listed, it had information regarding the property including the property type, photographs, bedrooms, and a summary of the property. It is not clear that the Respondent’s client was selling an interest in the property.

Based on the information provided, it appears that the Respondent was engaged in unlicensed activity. Counsel recommends a civil penalty of One Thousand Dollars.

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

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

**New Information: Attempts to contact the Respondent were made to but all mail and emails were returned undeliverable. It is unlikely that proper service could be shown during a hearing. Therefore, Counsel’s new recommendation is to close and flag.**

**New Recommendation: Close and Flag.**

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

140. 2024030461  
Opened: 7/15/2024  
First Licensed: 3/25/2021  
Expires: 3/24/2025  
Type of License: Affiliate Broker  
History: None

The complaint was referred to the Commission by a different government agency. The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The complaint alleges that a firm attempted to collect a debt on behalf of a credit management company.

The Respondent didn't provide a response. The complaint was sent to the Respondent via certified mail, but no signature was present on the return receipt.

Based on the information provided, the Respondent wasn't mentioned in the complaint nor is the connection between the Respondent and the credit management company clear. Based upon all these facts, Counsel recommends this matter be referred to the proper board/commission.

**Recommendation: Assess the Respondent a Civil Penalty of One Thousand Dollars (\$1,000.00) for failing to respond, in violation of Tenn. Code Ann. § 62-13-313 and refer this matter to the Collection Service Board.**

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

**New Information: Attempts to contact the Respondent were made to but all mail and emails were returned undeliverable. It is unlikely that proper service could be shown during a hearing. Therefore, Counsel's new recommendation is to close and flag.**

**New Recommendation: Close and Flag.**

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

141. 2024031071  
Opened: 7/1/2024  
First Licensed: 2/12/2013  
Expires: 2/11/2025  
Type of License: Affiliate Broker  
History: None

Complainant is a Tennessee resident and was a buyer in a real estate transaction. Respondent is an Affiliate Broker and represented the Complainant. The complaint stated that their land has a 40-

foot piece of property that is owned by a neighbor where the road needed to be. To have access the easement, they would have to get signatures from eight (8) neighbors. Additionally, the city is requiring them to add a sprinkler system once the house was built along with costs for power. The Complainant alleges that the Respondent failed to disclose an easement that existed for a tract of land they purchased.

The Respondent stated that any time they received information regarding the land, it was forwarded to the Complainants. They sent the survey and was informed that the sellers were setting up minimal restrictions to make sure the minimum square footage would be adequate for what they were planning to build. They had no knowledge of what the plans looked like. The Complainants didn't purchase title insurance so there is no title declaration disclosing any easements. They stated that they were unaware that the easement was not put in properly or that the easement was separate from the property or that the easement required eight (8) signatures, or the additional costs that would incur. The Respondent attached multiple documents including a certified survey of the land, buyer's representation agreement, and amendments.

The certified survey shows a private access easement and had a duty to clarify what it would mean for their client. Also, the Respondent was aware that some restrictions would be in place for the land and should have asked for additional information so that their client could make an informed decision.

Based upon all these facts, Counsel recommends this Respondent be assessed a civil penalty of Five Hundred Dollars (\$500.00) for failing to exercise reasonable skill and care, in violation of Tenn. Code Ann. § 62-13-403(1).

**Recommendation: Assess a Civil Penalty of Five Hundred Dollars (\$500.00) for failing to exercise reasonable skill and care, in violation of Tenn. Code Ann. § 62-13-403(1).**

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

**New Information: Counsel spoke with the Respondent's attorney after they received the consent order. The attorney provided new information to refute the allegations. One of the documents included was a statement from the Complainant's principal broker in defense of the Respondent. Based on the new information, Counsel recommends that this matter be dismissed.**

**New Recommendation: Dismiss.**

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

142. 2024033351  
Opened: 7/22/2024  
Unlicensed  
History: None

Complainant is a Tennessee resident. The Respondent is unlicensed. The Complainant alleges that the Respondent raised the rent without a 60-day notice or provide a move out inspection within 30 days of moving out.

The Respondent did not submit a response. The certified mail came back with a signature.

Based on the information provided, the Respondent is engaged in unlicensed activity. There is no indication that they are the owner of the rental property, they are not working under a broker, and do not have the correct firm license to conduct property management services.

Based upon all these facts, Counsel recommends this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.

**Recommendation: Assess a Civil Penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.**

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

**New Information: Attempts to contact the Respondent were made to but all mail and emails were returned undeliverable. It is unlikely that proper service could be shown during a hearing. Therefore, Counsel's new recommendation is to close and flag.**

**New Recommendation: Close and Flag.**

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

**143. 2024033371**  
**Opened: 7/22/2024**  
**Unlicensed**  
**History: None**

This complaint was administratively opened against the Respondent. This matter is connected to case number 2024003751 which was presented during the April 2024 legal report. The original complaint was filed on or about January 19, 2024. The Respondent was assessed a civil penalty of One Thousand Dollars (\$1,000.00) and it was recommended that cases be opened against the other individuals engaged in unlicensed activity.

The Complainant alleges Respondent and two others engaged in unlicensed activity by soliciting property management services for short-term rentals without the proper license. The complaint had a copy of the advertisement attached.

The Respondent submitted a response asking who they needed to speak with to resolve this matter.

Counsel reviewed the attached document. Based on the information provided, the Respondent was engaged in unlicensed activity when they solicited their services as a property management group

for short term rentals without having the proper license. Since the original complaint, the Respondent is now listed as an active designated agent for vacation lodge services.

Counsel recommends this matter be the Respondent be assessed a civil penalty in the amount of One Thousand Dollars (\$1,000) for a violation of Tenn Code Ann. §62-13-301 for engaging in unlicensed activity on or around January 19, 2024.

**Recommendation: Assess a One Thousand Dollar (\$1,000) civil penalty for violation of Tenn Code Ann. § 62-13-301.**

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

**New Information: Attempts to contact the Respondent were made to but all mail and emails were returned undeliverable. It is unlikely that proper service could be shown during a hearing. Therefore, Counsel's new recommendation is to close and flag.**

**New Recommendation: Close and Flag.**

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

**144. 2025041141**  
**Opened: 8/19/2025**  
**First Licensed: 10/31/2019**  
**Expires: 12/11/2026**  
**Type of License: Real Estate Broker**  
**History: 2025 Advertising violation**

Complaint number 2025041141 (#144) and complaint number 2025060741 (#145) are related and contain identical allegations.

An anonymous advertisement was submitted to the Commission with a sticky note attached with the words "potential advertising violation" on it. This matter was reviewed by the executive director, and it was determined that a case should be administratively opened for a potential violation of Tenn. Comp. R. & Regs 1260-02-.11. The advertisement was a letter to a potential seller with an offer to purchase the property. The advertisement also contained a sample check that had the Respondent's name, firm address, and signature. The letter ended with a request to call the Respondent. A redacted version of the advertisement is included below.

The Respondent and their principal broker provide a response. The Respondent is a Real Estate Broker and stated that the purpose of the letter was to recruit a potential seller to list their property with them or their team. They never intended to potentially purchase a property in their name or the firm's name, in violation of Tenn. Comp. R. & Regs 1260-02-.11.

The principal broker stated that the Respondent is part of a team with their firm. The team lead came to them with the attorney in their firm about sending out a letter to recruit sellers to list and/or gauge their interest in potential buyer leads. The team lead presented them with a version of the letter. The letter was modified multiple times. Although they didn't see the updated version of the letter that the team lead intended to use, the letter sent by the Respondent didn't reflect what they worked on with

the broker team or team lead. They stated that they are unsure how the letter changed so drastically but admitted that the letter sent by the Respondent was not compliant with the advertising rules and regulations.

Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) states that all advertising shall be under the direct supervision of the principal broker and shall list the firm name and the firm telephone number as listed on file with the Commission.

Under Tenn. Comp. R. & Regs. 1260-02-.12 (f) no licensee shall advertise in a false, misleading, or deceptive manner. False, misleading, and/or deceptive advertising including licensees who hold themselves out as a team, group, or similar entity within a firm who advertise themselves utilizing terms that would lead the public to believe that those licensees are offering real estate brokerage services independent of the firm and principal broker.

Here, the advertisement didn't include the firm name or telephone number as listed on file with the Commission. Additionally, the Respondent advertised as a team without including the firm's information and could lead the believe that the Respondent was offering real estate brokerage services independent of the firm and principal broker. Based on all of the information provided and the recent history related to prior disciplinary action for advertising violations, Counsel recommends that the Respondent be assessed the following civil penalties.

The Respondent should be assessed a civil penalty of Five Hundred Dollars (\$500.00) for failing to list the firm name and telephone number, in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b). The Respondent should be assessed a civil penalty of Five Hundred Dollars (\$500.00) for advertising as a team that would lead the public to believe that they were offering brokerage services independently of the firm and principal broker. Require the Respondent to take and pass a TREC course related to advertising that would go above and beyond the renewal requirements.

**Recommendation: Assess a Civil Penalty of Five Hundred Dollars (\$500.00) for failing to list the firm's name and telephone number, in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b). Assess a Civil Penalty of Five Hundred Dollars (\$500.00) for advertising as a team that would lead the public to believe that they were offering brokerage services independently of the firm and principal broker, in violation of Tenn. Comp. R. & Regs. 1260-02-.12 (f). Require the Respondent to take and pass a TREC course related to advertising that would go above and beyond the renewal requirements.**

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

**145. 2025060741  
Opened: 10/27/2025  
First Licensed: 9/13/2017  
Expires: 10/25/2027  
Type of License: Principal Broker  
History: None**

Complaint number 2025041141 (#144) and complaint number 2025060741 (#145) are related and contain identical allegations.

An anonymous advertisement was submitted to the Commission with a sticky note attached with the words "potential advertising violation" on it. This matter was reviewed by the executive director, and

it was determined that a case should be administratively opened for a potential violation of Tenn. Comp. R. & Regs 1260-02-.11. The advertisement was a letter to a potential seller with an offer to purchase the property. The advertisement also contained a sample check that had the affiliate's name, firm address, and signature. The letter ended with a request to call them. A redacted version of the advertisement is included below. The Respondent and their principal broker provide a response. The Respondent is a Principal Broker and stated that the purpose of the affiliate's letter was to recruit a potential seller to list their property with the affiliate or their team. They stated they don't believe that the affiliate intended to purchase a property in their name or the firm's name, in violation of Tenn. Comp. R. & Regs 1260-02-.11.

The Respondent stated that the affiliate is part of a team with their firm. The team lead came to them with the attorney in their firm about sending out a letter to recruit sellers to list and/or gauge their interest in potential buyer leads. The team lead presented them with a version of the letter. The letter was modified multiple times. Although they didn't see the updated version of the letter that the team lead intended to use, the letter sent by the affiliate didn't reflect what they worked on with the broker team or team lead. They stated that they are unsure how the letter changed so drastically but admitted that the letter sent by the affiliate was not compliant with the advertising rules and regulations.

Under Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) states that all advertising shall be under the direct supervision of the principal broker and shall list the firm name and the firm telephone number as listed on file with the Commission.

Here, the advertisement didn't include the firm name or telephone number as listed on file with the Commission. Additionally, the Respondent advertised as a team without including the firm's information and could lead the believe that the Respondent was offering real estate brokerage services independent of the firm and principal broker. Based on all of the information provided Counsel recommends that the Respondent be assessed a civil penalty of Five Hundred Dollars (\$500.00) for failing to adequately supervise their affiliate's advertising, in violation of Tenn. Code Ann. §62-13-312(15).

**Recommendation: Assess a Civil Penalty of Five Hundred Dollars (\$500.00) against the Respondent for failing to adequately supervise their affiliate's advertising, in violation of Tenn. Code Ann. §62-13-312(15).**

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

**146. 2025041351**  
**Opened: 8/19/2025**  
**First Licensed: 5/1/2007**  
**Expires: 1/19/2027**  
**Type of License: Principal Broker**  
**History: None**

This case is related to complaint number #2025035551 (#99). The complaints contain similar allegations.

The Complainant is a Tennessee resident and acted as the original buyer's agent in the real estate transaction. The Respondent is a Principal Broker.

The Complainant stated that they informed the Respondent that they wanted to move firms on July 9, 2025. Prior to the transfer, they had a transaction that was set to close on July 14, 2025. Per the firm's policy, the Respondent could either allow them to keep 50% of their commission if the transaction stayed with the firm. Alternatively, the Respondent could permit the Complainant to take the contract with them.

On July 16, 2025, the Respondent sent an email stating that in order to "save the deal" for the firm, they had agreed that the buyer, sellers, firm, and Complainant would pay one-fourth of the survey cost (around \$1,750 per person). They sent an email asking the Respondent to provide the amendment showing where they agreed that they would pay a portion of the survey costs. The next day, the Respondent moved the closing from one title company to another. On July 17, 2025, the new title company notified the Complainant that they were added to the file as the buyer's agent. They told their new broker. They saw in the file that the purchase price increased from \$99,200 to \$191,800. They assumed it was because the buyer would purchase the entire tract, and not the 30 acres surveyed. They stated that they were entitled to a commission.

The Respondent stated that they are the broker/owner of the firm, and the Complainant was an agent at the firm. The Complainant and their client (buyer) went under contract on May 10, 2025, and it was for the sale of 31 acres for \$99,200. On July 9, 2025, the Complainant transferred to a new firm, and they took over the transaction. They discovered that the contract expired on June 30, 2025, so they had to re-negotiate the contract. The new contract involved the purchase of the entire tract of land (61.6 acres). They went back under contract on July 14, 2025, which was after the Complainant transferred firms. They sent an email to the Complainant with a breakdown of how the compensation would be handled. They wrote a compensation check for \$503 which was the amount calculated from the original contract, minus expenses.

Based on the information provided, the initial contract with the Respondent terminated and a new contract was negotiated. The main issue appears to be whether the Complainant was entitled to a commission. If so, what amount is correct. Under Tenn. Comp. R. & Regs. 1260-02-.02(8) the Commission will not intervene in the settlement of debts, loans, draws, or commission disputes between firms, brokers, and/or affiliates. Therefore, Counsel recommends that this matter be dismissed due to lack of jurisdiction.

**Recommendation: Dismiss.**

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

147. 2025044111  
Opened: 8/19/2025  
First Licensed: 5/16/2022  
Expires: 5/15/2026  
Type of License: Affiliate Broker  
History: None

The Complainant is a Tennessee resident and buyer in a real estate transaction. The Respondent is an Affiliate Broker and acted as the seller's agent. The Complainant alleged that the Respondent engaged in multiple violations. Each will be discussed below.

### **The Respondent Engaged in Misleading Advertising**

The Complainant stated that they toured property listed by the Respondent that was advertised with two fireplaces. Once they arrived, they discovered that the description was wrong and there was only one fireplace. When they brought it up to the Respondent, they were told that the third-party website gave the wrong description.

The Respondent stated that they were the president of the local builder company and realtor. The homes in the housing development community had some homes that featured two fireplaces. The specific home that the Complainant toured only had one. The Complainant was aware of that before they made an offer. Under Tenn. Comp. R. & Regs. 1260-02-.12(5) the advertising rules do not apply advertising that may be syndicated or aggregated advertising of the original by third parties outside of the licensee's control and ability to monitor.

Here, the advertising rule doesn't apply because the incorrect information was on a third-party listing website and was not a first-generation listing. Additionally, the Complainant toured the property in person and was able to see that there was only one fireplace in the unit, and they had a chance to tour another property with two fireplaces before submitting an offer. Therefore, Counsel finds the allegation that the Respondent engaged in misleading advertising to be unfounded.

### **The Respondent Failed to Disclose Their Personal Interest with the Seller/Builder**

The Complainant stated that the Respondent failed to disclose their personal connection with the builder and only found out about it after they signed the offer. The Respondent stated that their personal connection to the builder was fully disclosed on the MLS and acknowledged by the Complainant when they signed the Personal Interest Disclosure.

Under Tenn. Comp. R. & Regs. 1260-02-.11(1) no broker or affiliate broker shall, either directly or indirectly through a third party, purchase for himself or attempt to purchase or acquire any interest in or option to purchase property listed with him or with his company, or property regarding which he or his company has been approached by the owner to act as broker, without first making a full disclosure of his true position to the owner of the property or to any prospective purchaser for which he has acted for as a client or customer.

A copy of the MLS listing wasn't included but a copy of the Property Disclosure Form was included and signed by all parties. The Respondent marked the option indicating that their personal interest existed "any other individual, organization, or business entity in which the licensee has a personal interest is the seller of the property." The Complainant was aware that there was a personal interest. Therefore, Counsel finds the allegation that the Respondent failed to disclose their personal interest to be unfounded.

### **The Respondent Failed to Respond after they Experienced Harassment from Neighbors After Moving**

The Complainant stated that the Respondent ignored multiple emails about moving the closing date so it could accommodate their need to move out of their apartment. They also stated that three days after moving in their family had issues with the local teenagers and by the 9th day DCS was called on the family. They attempted to get in contact with the Respondent. Eventually they heard from the builder who offered to buy back the home but only if they signed a non-disclosure agreement (NDA).

The Respondent denied receiving a closing date amendment directly or from the title company. They stated that when they learned of the Complainant's preference to close early, the title company was unable to adjust the schedule so the seller offered a temporary occupancy agreement so the Complainant could move in earlier. After moving in, they became aware that the Complainant had issues with the neighbors and there were several restraining orders filled against the Complainant. However, they stopped communicating with the Complainant directly after receiving threatening communications from them. To resolve the concerns in the community, the builder re-purchased the home back from the Complainant and an NDA was signed.

Here, the temporary occupancy agreement indicated that the parties were accommodating to the Complainant's request to move in early. However, the Respondent was not obligated to deal with personal issues that the Complainant experienced after closing. Additionally, the repurchase occurred between the builder and the Complainant.

### **Overall**

Based on the information provided, all allegations within the complaint to be unfounded. Counsel recommends this matter be dismissed.

### **Recommendation: Dismiss**

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

**148. 2025048131**  
**Opened: 10/6/2025**  
**First Licensed: 1/23/2024**  
**Expires: 1/22/2026**  
**Type of License: Time Share Salesperson**  
**History: None**

This complaint is related to complaint number 2025048141 (#138) and contains identifiable identical allegations.

The Complainant is a timeshare owner. The Respondent is a Timeshare Salesperson.

The Complainant stated that on December 23, 2024, they went to a timeshare presentation. They stated that they were long-term owners and were familiar with the presentations. They claimed that the Respondent claimed they could purchase 300,000 points for \$63,000 and those points could be combined with the points they already had. There was a verbal promise that the new monthly obligation would be zero dollars, and it'd be like signing a new contract. On December 24, 2024, they attempted to cancel the contract. On March 25, 2025, they were told that their request for cancellation was denied.

A Representative submitted a response the Respondent's behalf ("Representative"). Representative stated that Complainant has been an owner since December 23, 2024. The request for a cancellation was denied because they were unable to determine if the allegation could be substantiated. They believe that in this case, the Complainant experienced hardships unrelated to the sales representation or service issue.

The response included a document titled "Notice of Intent to Cancel." The document was signed by the Complainant and their sales representative. A section of the document addressed the Complainant's right to cancel and provided two options. The first option was to confirm the intent to cancel the contract. The second option has the following language "following a subsequent visit to the sales site we have discussed the purchase further and I/We do not desire to cancel my/our purchase at this time. I/We understand that my/our right to cancel will remain in effect under the original terms of this contract." The Complainant's initials were beside the second option.

Based on the information provided, the Complainant didn't properly complete the cancellation for the timeshare and is now outside of the rescission period. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**149. 2025044151**  
**Opened: 8/19/2025**  
**First Licensed: 9/19/2016**  
**Expires: 9/18/2026**  
**Type of License: Affiliate Broker**  
**History: None**

Complainant is a Tennessee resident. The Respondent is an Affiliate Broker and represented the prospective buyer in a real estate transaction.

The Complainant alleged that the Respondent was responsible for a loss of income in the amount of total of \$9,147.13 that they had to pay after their tenants moved out of the home when they entered a binding contract with the prospective buyers.

On September 19, 2024, the Respondent requested that their agent show the property the prospective buyer. There was a verbal offer of \$400,000. Then the prospective buyer submitted a written offer for \$410,000. The Complainant via their agent, made a counteroffer at \$420,000. The counteroffer wasn't signed, and after the prospective buyer toured the property, the offer was reduced to \$390,000. They stated that the prospective buyer asked for a list of repairs, such as repainting, remodeling, and repairing holes in the walls.

On September 29, 2024, they received an offer for \$410,000, which they reviewed with their agent and decided to accept and signed the contract before the deadline that was set the next day. However, before the contract was finalized, they asked their agent if they could keep the refrigerator. Around 6:05 p.m. on September 30, 2024, the Respondent initially indicated that a new contract would be drafted, citing that the previous one had expired, although the contract was not set to expire until 11:59 p.m. Their agent told them around 8:45 p.m. that the Respondent asked them to draft an amendment to the

contract. At 10:00 p.m., their agent sent a confirmation email to the Respondent to clarify the terms of the amendment, which was confirmed by the Respondent at 10:22 p.m. Around 11:00 p.m., they had a phone conversation with their agent to ensure they fully understood the modified plan. The signed contract and amendment, along with other necessary documents such as the Property Condition Disclosure, Compensation Agreement, and Confirmation of Agency, were provided to the Respondent on October 1, 2024. The complaint included various documents related to the transaction.

The Respondent stated that on September 10, 2024, they contacted the Complainant's agent via text message asking if the Complainant would accept \$400,000 for the property. They didn't receive a response until three days later when they received a counteroffer of \$415,000. On September 19, 2024, the Complainant's agent showed the property to the buyers. The Respondent stated they weren't present because they were scheduled to be out of town. After touring the property, the buyers wanted to reduce their offer to \$390,000 to offset some of the repairs. On September 23, 2025, they personally showed their client the property. On September 29, 2024, they stated that their client was prepared to offer \$410,000. They also stated that if the prospective buyer wasn't interested that they would be interested in purchasing the property. The contract was signed by their client, but they later received an amendment regarding appliances. They informed the Complainant's agent on September 30, 2024, around 6:05 pm, that the contract expired. The Complainant's agent drafted an amendment for the appliances. At first it was a request to keep the refrigerator then the Complainant asked to add the washer and dryer. The prospective buyer decided that they were no longer interested and backed out of the contract. On October 4, 2024, they told the Complainant's agent that their client was no longer interested because the appliances didn't convey. The Complainant's agent asked for the Respondent's broker's information. On October 18, 2024, they received an email from the Complainant's agent asking about a status update. They stated that they never had a binding agreement.

Counsel reviewed the documents provided by all parties. The documents indicated that there was not an official offer from the prospective buyer until September 29, 2024. The offer was set to expire on September 30, 2024, at 11:59 pm. Although the Complainant signed on September 30, 2024, at 11:30 pm, both parties stipulated that the signed documents weren't sent to the Respondent until October 1, 2024. Therefore, the Respondent didn't have notice of the acceptance until after the deadline passed. None of the documents included a signed amendment to extend the contract deadline or any related to the appliances. Based on the information provided, the parties didn't have a binding agreement since the documents weren't sent prior to the deadline.

However, the timeline of events suggests that the Respondent should exercise reasonable skill and care. Here, the Respondent sent a text message to the Complainant's agent that stated that the contract expired although time remained for the Complainant to accept or reject the offer. Additionally, they stated that they informed the Complainant's agent that the prospective buyer wasn't interested in the property via text, but there is no indication that they formally withdrew the offer. The Respondent had a duty to timely notify the Complainant's agent that the offer was withdrawn.

Additionally, a text message exchange between the Respondent and the Complainant's agent showed that the Respondent expressed interest in purchasing the property if the contract fell through with their clients. Under Tenn. Comp. R. & Regs. 1260-02-.11(1), no affiliate broker shall, either directly or indirectly attempt to purchase or acquire any interest in or option to purchase property listed with him or with his company, or property regarding, without first making a full disclosure of his true position to the owner of the property or to any prospective purchaser for which he has acted for as a client or customer. After acquiring any such personal interest, either directly or indirectly, the broker or affiliate

broker shall make a full disclosure of his true position to prospective purchasers who tender offers to buy the property.

Based on the information provided, Counsel recommends that the Respondent be issued a Letter of Warning to ensure that they exercise reasonable skill and care when identifying contract deadlines and properly withdrawing offers. Additionally, it is recommended that the letter addresses the requirements needed for expressing a personal interest in property.

**Recommendation: Issue the Respondent a Letter of Warning to exercise reasonable skill and care and the requirements for disclosing personal interests.**

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

**150. 2025044201**  
**Opened: 8/19/2025**  
**First Licensed: 6/17/2024**  
**Expires: 6/16/2026**  
**Type of License: Affiliate Broker**  
**History: None**

An anonymous complaint was filed against the Respondent for unlicensed activity. The complaint stated that a person showing a house should be licensed. The Respondent uploaded a video on social media where their partner showed the house while the Respondent recorded.

The Respondent is an Affiliate Broker. The Respondent stated that they are responsible for hosting and advertising the open house that was depicted in the video. The video disclaims, written and verbally, that their partner was not a licensed agent. They stated that the video was made in a lighthearted manner and was not a formal property showing or advertisement conducted by their partner. They stated that their partner was not compensated nor acted as a real estate professional.

A screenshot from the video had the title "welcome to [redacted]'s HGTV debut (no [redacted]'s not licensed)." The caption included the firm's contact details and appeared to be compliant with advertising rules and regulations. Here, the Respondent is licensed and the video clearly stated that their partner was not licensed. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss**

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

**151. 2025044381**  
**Opened: 8/25/2025**  
**First Licensed: 1/26/2015**  
**Expires: 7/8/2026**  
**Type of License: Principal Broker**  
**History: None**

The Complainant is an out of state resident. The Respondent is a Principal Broker. The Complainant alleged that the Respondent managed their property and mishandled the eviction process for one of their tenants. They stated that the Respondent appeared in court on their behalf and after the judge

rescheduled the hearing, it caused unnecessary delays and financial loss due to lost rental income and legal expenses.

The Respondent stated that since the property was under their management, the court stated that the filings had to be made under the management company's name. They initially filed without an attorney but corrected the issue and had their attorney file the eviction notice. They stated that they did their due diligence when placing the tenant. After the court date, the Complainant withdrew their properties from the Respondent's management. They stated that they were under the impression that they ended amicably.

Based on the information provided, the complaint was about the way the Respondent handled the proceedings in civil court. Counsel believes that the Respondent meets the exemption under Tenn. Code Ann. § 62-13-104(a)(1)(E) because they are licensed and their responsibilities were limited to property management. Therefore, the Commission doesn't have authority over this matter. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss**

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

**152. 2025043571**  
**Opened: 9/2/2025**  
**First Licensed: 11/13/2015**  
**Expires: 11/12/2027**  
**Type of License: Principal Broker**  
**History: None**

The Complainant is a Tennessee resident and buyer in a real estate transaction. The Respondent is a Principal Broker. The Complainant alleged that the Respondent engaged in false advertising when they advertised a property as having well water. After arriving on the property on July 17, 2025, they found no water and the water pump had been running for a week. They found out how to turn the water on with the public water system, but it caused leaks at the pump. Since it was running for a week it overheated, and the pump and PVC lines needed to be replaced. The Complainant stated that the main reason they bought the house was because it was advertised as well water.

The Respondent's attorney submitted a response on their behalf. The response stated that the parties closed on the property on July 1, 2025. The Respondent represented the seller in the transaction. They stated that they observed the well pump in the basement of the property and believed the property was serviced by a private well. The previous listing advertised stated that the property had well water. The MLS listing was created based on their observations of the property, previous listing, and information provided by the seller. At the time the offer was submitted, the Complainant was out of state and had not visited the property. After closing the seller was required to disconnect all services, including the water supply from the city. The Complainant didn't go to the property until roughly two weeks after the water supply was turned off. They stated that they performed all their duties, and the Complainant and their agent failed to exercise any due diligence related to the water supply.

Under Tenn. Code Ann. § 62-13-406(c) there shall be no imputation of knowledge or information among or between clients, the managing broker and any designated agent or agents in a designated agency situation.

Here, the Complainant chose a property sight-unseen and proceeded with all required steps of the transaction. It doesn't appear that the Respondent had actual knowledge related to the well and relied on the seller's information and previous documents about the property. Additionally, with the amount of time from the closing to the Complainant moving, the Respondent wouldn't be responsible for the condition of the well or pump. As the Complainant was represented during the transaction, they had a duty to ensure the well was in proper working condition if it was a significant reason for the purchase. As there is no imputation of knowledge between the Respondent and their client, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss**

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

**153. 2025046051**  
**Opened: 8/25/2025**  
**First Licensed: 11/7/2024**  
**Expires: 11/6/2026**  
**Type of License: Affiliate Broker**  
**History: None**

**Complainant REC 2025046051 (#153) and complaint REC 2025046021 (#154) are related and contain identical allegations.**

This complaint is related to complaint REC 2025003891 and complaint REC-2024061581 and was administratively opened against the Respondent. The affiliate in REC-2024061581 was issued a letter of caution/warning. REC 2025003891 was closed because the name of the individual provided in the complaint was incorrect and provided an individual with the same first name but different last name.

The original complaint was anonymously filed against the real estate firm and it was alleged that the firm was in violation of the advertising rules. The Complainant stated that the Respondent worked for a firm and advertised as a realtor on social media advertisements but was not listed on the firm's roster. The complaint alleged that the Respondent violated the advertising rule by advertising as a realty company. The complaint included screenshots of the firm's office roster and two (2) screenshots from the Respondent's social media page. The complaint had screenshots attached, the first appeared to be a business card, the second was a post from a sale, and the last was a portion of the Respondent's social media page.

The Respondent and their principal broker provided a response. The Respondent stated that the complaint was already filed against another affiliate in the firm and was dismissed in June. They stated that the name in the original complaint was for a different person, and they were listed as a realtor on the firm's website. They stated that they no longer use the team name.

In complaint REC-2024061581, there was not enough information to determine if an advertising violation occurred. The screenshots received in the complaint were cropped. The pictures included the Respondent's name, contact information, and phone number. Their social media has changed since the complaint so it can't be determined if it complied with the one click rule.

Here, the Respondent was licensed and on the firm's roster in November 2024, when the original screenshots were submitted.

Based on the information provided and the history from the related cases, Counsel recommends that the Respondent be issued a Letter of Warning/Caution to ensure compliance with the advertising rules established by Tenn. Comp. R. & Regs. 1260-02-.12.

**Recommendation: Issue the Respondent a Letter of Warning/Caution to ensure compliance with the advertising rules established by Tenn. Comp. R. & Regs. 1260-02-.12.**

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

**154. 2025046021**  
**Opened: 9/22/25**  
**First Licensed: 3/14/2011**  
**Expires: 4/25/2027**  
**Type of License: Principal Broker**  
**History: None**

Complainant REC 2025046051 (#153) and complaint REC 2025046021 (#154) are related and contain identical allegations.

This complaint is related to complaint REC 2025003891 and complaint REC-2024061581 and was administratively opened against the Respondent. The affiliate in REC-2024061581 was issued a letter of caution/warning. REC 2025003891 was closed because the name of the individual provided in the complaint was incorrect and provided an individual with the same first name but different last name. The original complaint was anonymously filed against the real estate firm and it was alleged that the firm was in violation of the advertising rules. The Complainant stated that the Respondent's affiliate worked for the firm and advertised as a realtor on social media advertisements but was not listed on the firm's roster. The complaint alleged that the affiliate violated the advertising rule by advertising as a realty company. The complaint included screenshots of the firm's office roster and two (2) screenshots from the affiliate's social media page. The complaint had screenshots attached, the first appeared to be a business card, the second was a post from a sale, and the last was a portion of the affiliate's social media page.

The Respondent and their affiliate provided a response. The Respondent stated that the complaint was already filed against an affiliate in the firm and was dismissed in June. They stated that the name in the original complaint was incorrect as they didn't have an affiliate with that name. They stated that the post was corrected at the time they received the initial complaint.

In complaint REC-2024061581, there was not enough information to determine if an advertising violation occurred. The screenshots received in the complaint were cropped. The pictures included the Respondent's name, contact information, and phone number. Their social media has changed since the complaint so it can't be determined if it complied with the one click rule.

Here, the Respondent was licensed and on the firm's roster in November 2024, when the original screenshots were submitted. Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) states that all advertising shall be under the direct supervision of the principal broker and shall list the firm name and the firm telephone number as listed on file with the Commission.

Based on the information provided and the history from the related cases, Counsel recommends that the Respondent be issued a Letter of Warning/Caution to ensure that they adequately

supervise all affiliates and the affiliates are in compliance with the advertising rules established by Tenn. Comp. R. & Regs. 1260-02-.12.

**Recommendation: Issue the Respondent a Letter of Warning/Caution to ensure all affiliates under their supervision are in compliance with the advertising rules established by Tenn. Comp. R. & Regs. 1260-02-.12.**

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

**155. 2025046081**  
**Opened: 8/19/2025**  
**First Licensed: 6/22/2022**  
**Expires: 8/4/2027**  
**Type of License: Real Estate Broker**  
**History: None**

The Complainant is a Tennessee resident. The Respondent is a Real Estate Broker. The Complainant stated that as part of divorce proceedings, there was a court order to sell the property by a specific date. They wanted to list with a different agent to expedite the process. However, the Respondent placed a "for sale" sign in their yard without their consent.

The Respondent stated that they were ordered by the local chancery court to list and sell the property, which was part of a divorce settlement. When they received the court order on June 25, 2025, they started working and collecting details. The Respondent denied that a specific deadline to sell was provided and they caused no unnecessary delays. The listing was done according to the court order. Various documents related to the listing, divorce, and communications were attached to the response. Based on the information provided, the Complainant was not authorized to sell the property. The court order gave all authority related to the listing and selling the property to the Respondent's client. The documents don't show a particular deadline for the sale. Therefore, Counsel recommends that this matter be dismissed.

**Recommendation: Dismiss**

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

**156. 2025047441**  
**Opened: 8/25/2025**  
**Unlicensed**  
**History: None**

The Complainant is a Tennessee resident and prospective tenant. The Respondent is unlicensed. The Complainant stated on August 10, 2025, they contacted the company to ask about securing a lease. They requested a move in date of September 1, 2025, which was acknowledged. However, the next day they were told that the property would be leased by a different tenant. The Complainant alleged that the Respondent failed to honor the agreement to lease and engaged in dishonest dealings.

The Respondent stated that they chose not to sign a binding lease agreement with the Complainant. Instead, they went with another tenant who demonstrated a stronger financial profile and satisfied all qualification requirements.

Based on the information provided, there was no binding contract between the parties. The Complainant's inquiry and application didn't create an agreement from the Respondent. Therefore, Counsel finds Complainant's allegations related to dishonest dealings and failure to honor the agreement to be unfounded. However, the Respondent appears to be unlicensed.

Counsel attempted to find the property mentioned in the complaint but was unable to find a first-generation listing. Counsel also searched the Property Assessor's website but was unable to locate a match or find identifying information related to ownership. The complaint didn't include an advertisement or communication where the Respondent advertised as a property management company. However, Counsel was unable to locate a related firm in CORE and based on the response, the Respondent did select a tenant. There was nothing submitted to indicate that the Respondent owned the property or was a licensed real estate professional. Therefore, Counsel recommends this Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.

**Recommendation: Assess the Respondent a Civil Penalty of One Thousand Dollars (\$1,000.00) for engaging in unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.**

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

**157. 2025044581**  
**Opened: 9/3/2025**  
**First Licensed: 5/28/2014**  
**Expires: 9/2/2026**  
**Type of License: Real Estate Firm**  
**History: 2024 Consent Order for failure to respond**

Complainant is a Tennessee resident and tenant. The Respondent is a Real Estate Firm and acted as the property management for their apartment complex. The complaint alleged that there were multiple safety concerns and the Respondent failed to ensure habitability and uphold lease obligations. The stated that the Respondent is in violation of the landlord and tenant act.

The Respondent's attorney submitted a response on their behalf. They stated that the Respondent addressed all concerns reported to them and was in full compliance with the terms of the lease and all applicable laws, The Complainant attempted to terminate their lease without a penalty. However, they stated that there is no legal or contractual basis for the request and the lease remains active and enforceable, under the current status. Based on the information provided. Counsel believes that the Respondent meets the exemption under Tenn. Code Ann. § 62-13-104(a)(1)(E) because they are licensed and their responsibilities were limited to property management. Therefore, the Commission doesn't have authority over this matter. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss**

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

**158. 2025040861**  
**Opened: 8/19/2025**  
**First Licensed: 12/7/2015**  
**Expires: 12/6/2017 (Expired)**

**Type of License: Real Estate Firm**  
**History: 2018 Close and Flag; 2021 Letter of Instruction regarding managing escrow and trustee accounts**

Complainant is a Tennessee resident. Respondent is an expired real estate firm. Complainant alleges Respondent is representing themselves as a property management company with an expired license. Complainant provides a copy of a termination of lease and thirty-day notice to vacate document from Respondent on letterhead.

Respondent did not provide a response. Based upon the information provided, and Counsel's research, it does appear that Respondent is operating as a property management company. Respondent's license with the Commission expired in December of 2017. Therefore, Counsel recommends Respondent be assessed a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity per Tenn. Code Ann. § 62-13-301.

**Recommendation: One Thousand Dollar (\$1,000.00) Civil Penalty for Unlicensed Activity in violation of Tenn. Code Ann. § 62-13-301.**

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

**159. 2025041391**  
**Opened: 8/19/2025**  
**First Licensed: 6/15/2023**  
**Expires: 6/14/2027**  
**Type of License: Real Estate Firm**  
**History: None**

Complainant is a real estate broker. Respondent is a real estate firm. Complainant alleges their firm has two (2) Exclusive Right to Sell agreements in two (2) listings where Respondent has contacted the clients for potential interference. Complainant provides copies of the agreements and a copy of Respondent's brochure received by one of Complainant's clients. Complainant alleges Respondent's conduct caused confusion and requested Complainant's clients to pay for additional advertising.

Respondent answered the complaint stating as a benefit of their services, Respondent offers sellers of their member licensees a brochure that contains marketing advantages included with Respondent's services. Respondent states they do not charge a referral fee, sell leads, or interfere in agent-client relationships. In this instance, Respondent states they targeted a group of properties from licensees that are not members of Respondent. Respondent customized the advertisement to the specific listings, highlighted the listing agent, and included benefits of one of the programs offered by Respondent.

Respondent states the advertisement was created for one recipient and not publicly distributed. Moving forward, Respondent states their company will only offer this service to those licensees that are members of this program offered by Respondent. Tenn. Comp. R. & Regs. 1260-02-.12(3)(e) states, "No licensee shall advertise property listed by another licensee without written authorization from the listing agent or listing broker."

Here, Respondent advertised Complainant's property to the seller without written authorization from Complainant. Therefore, Counsel finds Respondent is in violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(e) and recommends a Five Hundred Dollar (\$500.00) civil penalty as this is a first-time

advertising violation. Lastly, Counsel recommends an administrative complaint be opened against Respondent's principal broker for failure to supervise.

**Recommendation: Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(e) and administratively open a complaint against Respondent's principal broker for failure to supervise.**

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

**160. 2025042671**  
**Opened: 8/19/2025**  
**First Licensed: 4/26/1993**  
**Expires: 9/10/2026**  
**Type of License: Real Estate Firm**  
**History: None**

This matter is referred from the Office of Attorney General's Division of Consumer Affairs. Complainant is a Tennessee resident. Respondent is a real estate firm. Complainant alleges in May of 2024 they purchased a property advertised as one (1) bedroom and one (1) bathroom. In June of 2015, Complainant discovered the system in the property is not legal for sewage disposal and insufficient for a one (1) bedroom property. Complainant alleges they requested information repeatedly during the transaction related to the septic system and this information was never disclosed. Complainant alleges Respondent's agent did not represent Complainant well in the transaction as the septic information was not disclosed and now Complainant must complete costly repairs to remedy the issue.

Respondent answered the complaint through their principal broker ("PB"). PB alleges Respondent did not represent Complainant in the transaction and served as a facilitator for both parties, which is confirmed by a Confirmation of Agency Status. PB also states Complainants were aware the seller inherited the property and did not live on the property as evidenced by the Tennessee Condition Exemption Report and Disclaimer Form RF304. PB also provides that Complainant was instructed to conduct inspections and subsequently hired a home inspector, a termite inspector, and obtained a water sample test. Lastly, PB states after consulting with an environmental consultant, PB discovered the Division of Water Resources had no records on the property, likely due to its location and lack of modern utilities.

Complainant provided a rebuttal stating Respondent's agent is the licensee that listed the property and did not provide any "known or unknown information regarding the septic system." Further, Complainant provides their inspection did not include a septic tank inspection as this was a VA loan. Complainant further reiterates that if Respondent's agent did not know any information about the septic system, then that information should have been disclosed during the transaction. Tenn. Code Ann. § 62-13-102(9)(B) provides, "...A facilitator may advise either or both parties to a transaction but cannot be considered a representative or advocate of either party." Further, Tenn. Code Ann. 62-13-405(a) states, "...Known adverse facts about a property must also be disclosed under the laws governing residential property disclosure...but licensees shall not be obligated to discover or disclose latent defects in a property or to advise on matters outside the scope of their real estate license." Here, Respondent's agent served as a facilitator and as such did not specifically represent the Complainant in this transaction. Additionally, the Condition Exemption Report and Disclaimer Form RF304 provided the owner of the property did not reside in the listed property. Lastly, the Division of Water Resources provided no records were available for the property. Counsel finds based on this information

that Respondent's agent was unaware of septic system information and had no duty to research or discover any additional facts outside all that is previously mentioned. Therefore, Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**161. 2025043651**  
**Opened: 8/19/2025**  
**First Licensed: 10/13/2020**  
**Expires: 3/7/2027**  
**Type of License: Real Estate Firm**  
**History: None**

Complainants are Tennessee residents. Respondent is a real estate firm. Complainants allege Respondent's conduct related to their tenancy was unethical, dishonest, and neglectful management. Specifically, Complainant alleges Respondent failed to service their broken HVAC system from April through June of 2025. Complainant alleges that while Respondent compensated them for the HVAC unit, the handling of the matter was "grossly inadequate and negligent." Additionally, Complainant alleges Respondent mishandled their security deposit. Specifically, Complainant provides that after vacating the property, Respondent stated Complainant would receive a full deposit that would be received in thirty (30) days. Complainant alleges Respondent informed them their security deposit was never received from the leasing office and Complainant should contact a third party for more information.

Respondent answered the complaint providing a copy of correspondence from Respondent's counsel to Complainant. In the correspondence, Respondent's attorney states Complainant's signed a lease with a third-party company at the time of Complainant's move-in, and Respondent did not manage the property until after the signing of Complainant's lease. Respondent's attorney states that management changed, but the property owners did not and as of July Respondent no longer manages the subject property. Subsequently, Respondent's attorney states they are unable to discuss or return the security deposit as their representation of the subject property has ended. Respondent provided information stating Respondent requested multiple times for the property owner to transfer the security, but this never occurred. Based on the information provided, Counsel finds no violation of the rules and statutes by Respondent. The Commission does not have jurisdiction over landlord-tenant disputes and therefore is unable to opine on matters related to the deficient HVAC system. Further, Respondent was not in possession of Complainant's security deposit. After repeated attempts, the owner never transferred this money to Respondent. Therefore, Respondent cannot return a security deposit not in their possession. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**162. 2025042881**  
**Opened: 9/2/2025**  
**First Licensed: 9/30/2019**  
**Expires: 9/29/2027**

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

Complainant is a Tennessee resident. Respondent is an affiliate broker. Complainant alleges Respondent failed in their professional obligations, misrepresented the status of negotiations, and prioritized the sale of the property over Complainant's wellbeing. Specifically, Complainant alleges Respondent pressured Complainant to accept a reduced price following a plumbing issue and failed to provide listings that suited Complainant's needs for review. Complainant alleges that after the buyers were unable to meet the loan contingency, Complainant wished to decline the amount offered to be held in escrow, but Respondent again pressured Complainant and did not cancel the offer or retrieve the lockbox. Further, Complainant alleges Respondent later contacted Complainant informing them the prospective buyer's loan could move forward and urged Complainant to remain in the transaction, later removing the lockbox but informing the title company the offer remained viable. Complainant alleges the confusion and stress from Respondent, along with Respondent's avoidance of offering written amendments hindered Complainant in the transaction.

Respondent answered the complaint through their attorney ("RA"). RA states Respondent entered a listing agreement with Complainant in May of 2025 and supplied a buyer which resulted in an executed purchase and sale agreement. RA states Respondent acted promptly and in good faith to support Complainant, including acknowledging showing and appointment time limitations. Further, RA provides Respondent hosted an open house and adjusted pricing at Complainant's request as well as presenting all offers without pressure. RA denies Respondent failed to remedy the matters involving the buyers and instead used their personal contacts for solutions and quotes. RA also provides

Respondent provided several rental prospects for Complainant and that Complainant maintained control of the decision-making process. Respondent denies all allegations of unprofessional conduct and asserts Respondent acted within Complainant's best interests. Based on the information and documentation submitted by Respondent and lack of evidence provided by Complainant, Counsel finds Respondent did not violate the rules or statutes in the transaction. As Complainant remained in a binding offer, Respondent was unable to simply cancel the transaction. Lastly, the Commission has no jurisdiction over matters related to professionalism and ethics. Therefore, any claims related to either are outside of the Commission's consideration. Counsel recommends this matter be dismissed.

**Recommendation: Dismiss.**

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

**ADJOURNED AT 11:31am**