

STATE OF TENNESSEE
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NASHVILLE, TN 37243 615-741-2273
<https://www.tn.gov/commerce/regboards/trec.html>

MINUTES

The Tennessee Real Estate Commission met on October 16, 2025, at 8:30 a.m. CDT in the George A. Smith meeting room at Jackson City Hall, Jackson, Tennessee 38301. Additionally, the meeting was streamed electronically via the Microsoft Teams 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 Jon Moffett, Commissioner Michael Gaughan, and Commissioner Wyatt Rampy. Commissioners Joe Begley, Stacie Torbett, and Kathy Tucker were absent. Quorum Confirmed. Others present are Associate General Counsel Anna D. Matlock, Associate General Counsel Kimberly Cooper, Associate General Counsel Aerial Carter, Paralegal Carol McGlynn, Director of Education Brittany Morris, and TREC staff member Denny Lammers.

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

The motion to approve the October 16, 2025, agenda was made by C Vice Chair Smith and seconded by Commissioner Gaughan. The motion passed unanimously.

The August 6, 2025, Commission meeting minutes were submitted for approval. The motion to approve the August 6, 2025, minutes was made by Commissioner Guinn and seconded by Commissioner Moffett. The motion passed unanimously.

INFORMAL APPEARANCES

Daniel Nolen appeared before the Commission with his principal broker, Paul Bullington, to receive approval for his affiliate broker license.

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

Alexandria Hembree appeared before the Commission with her principal broker Markietta Munck to receive approval for her affiliate broker license.

Commissioner Gaughan motioned to approve Alexandria Hembree and was seconded by Commissioner Guinn. The motion passed unanimously.

Dennis Norton appeared before the Commission with his principal broker Christopher Hulser-Hoover to receive approval for his broker license.

Commissioner Guinn motioned to approve Dennis Norton and was seconded by Commissioner Moffett. The motion passed unanimously.

Erian Houston appeared before the Commission with his principal broker Donald Hall to receive approval for his affiliate broker license.

Vice Chair Smith motioned to approve Erian Houston and was seconded by Commissioner Moffett. The motion passed unanimously.

WAIVER REQUESTS

Executive Director Denise Baker presented Edna Zamora to the Commission seeking a waiver for re-testing and fees. A motion to deny the waiver request was made by Commissioner Gaughan and seconded by Commissioner Guinn. The motion passed unanimously.

Executive Director Denise Baker presented Anthony Scarpino to the Commission seeking a waiver for fees and retesting. A motion to approve the waiver request was made by Commissioner Guinn and seconded by Commissioner Moffett. The motion passed 5-1 with Vice Chair Smith voting no.

Executive Director Denise Baker presented Kenneth Harrell to the Commission seeking a reimbursement of late fees. A motion to grant a partial refund of \$500 was made by Vice Chair Smith and seconded by Commissioner Guinn. The motion passed unanimously.

Executive Director Denise Baker presented Patricia Perceful to the Commission seeking a waiver for re-testing. A motion to approve the waiver request with a provision to complete the TRACE course was made by Commissioner Gaughan and seconded by Vice Chair Smith. The motion passed unanimously.

Executive Director Denise Baker presented Joseph Jarrett to the Commission seeking to have his Broker license reinstated without re-testing and fees. A motion to partially approve the waiver request to include a reduction in late fees to \$600 without the need for retesting was made by Vice Chair Smith and seconded by Commissioner Gaughan. The motion passed 5-0 with Commissioner Guinn recusing himself.

Executive Director Denise Baker presented Leslie Truan to the Commission seeking a waiver of the E&O penalty. A motion to deny the waiver request was made by Vice Chair Smith and seconded by Commissioner Moffett. The motion passed unanimously.

Executive Director Denise Baker presented Diane McGuffey to the Commission seeking a waiver of the E&O penalty. A motion to deny the waiver request was made by Vice Chair Smith and seconded by Commissioner Moffett. The motion passed unanimously.

EDUCATION REPORT

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

The motion to approve courses 1-85 was made by Commissioner Guinn and seconded by Commissioner Moffett. The motion passed unanimously.

Director of Education Brittany Morris presented the instructor biographies for approval. The motion to approve the 28 instructor biographies was made by Commissioner Gaughan and seconded by Vice Chair Smith. The motion passed unanimously.

Director of Education Brittany Morris announced that TREC has started an audit process of all new in person courses for which Ms. Morris has created new forms to assist with the audits to ensure all courses are following TREC rules. This audit process has not been done before. Ms. Morris also stated that she is auditing these courses herself.

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 mentioned that the TREC contracts we have with RISC our E&O Insurance provider has been extended to July 1, 2028. Director Baker reminded everyone that if you have a RISC policy, the current policy expires on July 1, 2026, and from that day the policy will be for 2 years and not 18 months.

Director Baker announced that Aerial Carter and Kim Cooper will be attending the ARELLO Regulatory Investigation seminar next week.

Director Baker announced that in reference to the Tennessee HS program we wanted to update with the most recent information in our data base. We had a total of 158 students enrolled in the program. As of now 7 students remain active and 52 students were removed from the program for lack of participation and not meeting the necessary milestones. We noted that 17 students (approx 11%) never accesses the program at all. Therefore, we did not have to pay a fee for those 11 students because we were able to remove them from the program for not meeting the milestones.

Additionally, several students were removed from the program due to not meeting the other milestones. 18 students did not complete the first milestone. 29 students were removed for failing to complete the second milestone. 3 students were removed for not completing the third milestone. On a positive note, 41 students successfully completed the program which was about 26% of the total enrollment. Of those 41 students 6 are now licensed Affiliate Brokers which is a great outcome compared to last years program. We also had 58 students expire without completing the program with 2 requesting to be removed voluntarily. Director Baker thanked the Board for their continued support in guiding our students through this process and to team TREC for keeping up with the milestones.

LEGAL SECTION

Associate General Counsel Anna D. Matlock requested authority from the Commission to refer advertising complaints required that need to proceed to a contested case hearing to the administrative law judges. The Commission accepted Ms. Matlock's request. All complaints related to advertising proceeding to hearing will now proceed to a contested case hearing with an administrative law judge sitting on behalf of the Commission.

Additionally, the Ms. Matlock requested and obtained authority from the Commission for Ms. Baker the ability to grant extensions to real estate firms to continue operations without a principal broker for less than thirty (30) days and from the date of death, resignation, termination, or incapacity of a principal broker as stated in Tenn. Comp. R. & Regs. 1260-02-.38.

Lastly, Ms. Matlock requested and obtained authority for the Commission to permit Ms. Baker the ability to close real estate firms without an active principal broker. Ms. Baker will continue to send impacted real estate firms ten (10) day letters requiring submission of a plan to continue operations without an active real estate firm. Those that fail to comply will receive notification of firm closure and for any affiliates to re-affiliate or join a real estate firm in ten (10) days as per Tenn. Comp. R. & Regs. 1260-02-.02.

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 1-123 except for the following complaints, which were pulled for further discussion: **2025023351, 2025026121, 2025026931, 2025025721, 2025026161, 2025026461,**

2025030951, 2025031251, 2025034371, 2025031601, 2025033821, 2025034981, 2025011491, 2025017851, 2025034321, 2025023911.

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

After further discussion on complaint **2025023351** a motion was made by Commissioner Gaughan and seconded by Commissioner to dismiss the complaint. The motion carried unanimously.

After further discussion on complaint **2025026121** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett to **accept Counsel's recommendation and add language to Respondent informing them the ability of adding a "d/b/a" to their licensure profile.** The motion carried unanimously.

After further discussion on complaint **2025026931** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett to **accept Counsel's recommendation.** The motion passed unanimously.

After further discussion on complaint **2025025721** a motion was made by Commissioner Guinn and seconded by Commissioner Moffett to **voted to accept Counsel's recommendation.** The motion carried unanimously.

After further discussion on complaint **2025026161** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett to **dismiss this complaint and administratively open a complaint against the correct principal broker.** The motion carried 5-1 with Commissioner Gaughan voting no.

After further discussion on complaint **2025026461** a motion was made by Vice Chair Smith to **audit Respondent's escrow account** and seconded by Commissioner Moffett to. The motion carried unanimously

After further discussion on complaint **2025030951** a motion was made by Commissioner Gaughan and seconded by Commissioner Moffett to **suspend Respondent's license until February 4, 2026.** The motion carried unanimously.

After further discussion on complaint **2025031251** a motion to was made by Commissioner Gaughan and seconded by Vice Chair Smith to **assess a civil penalty of One Thousand Dollars (\$1,000.00) for violation of Tenn. Comp. R. & Regs 1260-02-.12(3)(b), require Respondent to complete thirty (30) hour T.R.A.C.E. course within one hundred eighty (180) days above and beyond Respondent's required continuing education requirement, and to administratively open a**

complaint against Respondent's principal broker for failure to supervise. The motion carried unanimously.

After further discussion on complaint **2025034371** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett **to accept Counsel's recommendation to issue a Letter of Warning regarding Tenn. Comp. R. & Regs. 1260-02-.11(2) and the requirement that all licensees shall identify themselves as a licensee when buying or selling property for themselves.** The motion carried unanimously.

After further discussion on complaint **2025031601** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett **to accept Counsel's recommendation to issue a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301 and a Two Hundred and Fifty Dollar (\$250.00) for each violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) for a total civil penalty of Seven Thousand Five Hundred Dollars (\$7,500.00).** The motion carried unanimously.

After further discussion on complaint **2025033821** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett **to assess a Two Hundred Fifty (\$250.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(5).** The motion carried unanimously.

After further discussion on complaint **2025034981** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett **to accept Counsel's recommendation to accept Counsel's recommendation to dismiss.** The motion carried unanimously.

After further discussion on complaint **2025035181** a motion was made by Commissioner Guinn and seconded by Commissioner Moffett **to assess a civil penalty of One Thousand Dollars (\$1,000.00) for unlicensed activity per property for a total of Two Thousand Dollars (\$2,000.00).** The motion passed unanimously

After further discussion on complaint **2025011491** a motion made by Vice Chair Smith and seconded by Commissioner Moffett **to accept Counsel's recommendation to dismiss pursuant to Tenn. Code Ann. § 62-13-313(4) which states if, upon review of the complaint or at any time thereafter, the Commission determines that the complaint was not filed in a timely manner, the complaint may be dismissed.** The motion passed unanimously.

After further discussion on complaint **2025017851** a motion was made by Vice Chair Smith and seconded by Commissioner Moffett **to dismiss the complaint**. The motion passed unanimously.

After further discussion on complaint **2025034321** a motion to was made by Vice Chair Smith and seconded by Commissioner Moffett **to dismiss the complaint**. The motion passed unanimously.

After further discussion on complaint **2025023911** a motion was made by Commissioner Gaughan and seconded by Commissioner Guinn **to dismiss the complaint**. The motion passed unanimously.

Kim Cooper

New Complaints:

1. **2025026031**
Opened: 5/21/2025
First Licensed: 1/1/1901
Expires: 4/30/2027
Type of License: Real Estate Firm
History: None

Complainants own a home in a community managed by Respondent and alleges Respondent has improperly imposed a “lease fee” on the properties. Complainant alleges several deficiencies with the Respondent and the HOA board, none of which are within the jurisdiction of the Commission.

Respondent provided a response regarding the enforceability of the fee, and stated the Complainants can challenge the fee through the HOA if they wish to do so.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

2. **2025023351**
Opened: 5/12/2025
First Licensed: 10/18/2007
Expires: 10/17/2025
Type of License: Affiliate Broker

History: None

Complainant is a licensee and was the agent for a buyer; Respondent was the seller's listing agent. Buyer entered into a purchase agreement, and after the inspection report showed, repairs were needed chose to terminate the contract. Respondent asked for and received a copy of the inspection report. Complainant alleges the report detailed material defects with the property and Respondent, after receiving the report, did not update the property condition form to reflect those defects.

Respondent stated the Sellers were addressing all the items on the home inspection report; and Respondent has "proactively disclosed the full inspection report to multiple agents who have expressed interest in the property while these repairs are being performed." Respondent provided copies of emails and texts with other agents providing the report and discussing the status of the repairs. Respondent stated it was their understanding the property condition report could be updated prior to closing and after repairs were completed.

Recommendation: Letter of Warning regarding the duty to disclose to each party to the transaction any adverse facts of which the licensee has actual notice or knowledge pursuant to Tenn. Code Ann. § 62-13-403(2).

Commission Decision: The Commission voted to dismiss the complaint.

3. **2025025321**
Opened: 5/21/2025
First Licensed: 1/26/2023
Expires: 1/25/2027
Type of License: Affiliate Broker
History: None

Complainant was a tenant in a property owned by Respondent and contracted with Respondent to be their Buyer's Agent. Complainant alleges Respondent pressured them into signing a purchase agreement even though they wanted more time, and when they decided not to move forward with the purchase, they blame Respondent for the loss of their earnest money. Complainant alleges Respondent then harassed Complainant into moving out of their property prior to the conclusion of the lease. Complainant alleges Respondent engaged in self-dealing and was not loyal to the interests of the client in violation of Tenn. Code Ann. § 62-13-404(2).

Respondent denied the allegations and stated they worked with the Complainant at their request to find a home to purchase. Respondent provided a copy of the Buyer Representation Agreement, along with numerous texts between the parties that document a deteriorating agency relationship and landlord/tenant relationship. Respondent terminated the agent agreement after Complainant missed showing appointments and showed a general lack of interest regarding their home search. There is insufficient proof of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

- 4. 2025026121**
Opened: 5/21/2025
First Licensed: 10/22/2008
Expires: 8/13/2026
Type of License: Principal Broker
History: None

Anonymous complainant alleged they received a mailer soliciting business from Respondent, and the mailer was in violation of the advertising rules. The Respondent signed the mailer "John Smith" instead of "John H. Smith" which is Respondent's name as licensed with the Commission.

Respondent apologized for the oversight, stating "I've always signed documents and presented myself without including my middle initial "H," simply out of habit and not realizing it would conflict with the Commission's guidelines...I am fully committed to correcting this and making sure all future advertising reflects my name exactly as licensed."

Recommendation: Letter of Warning regarding Tenn. Comp. R. & Regs. 1260-02-.12(3)(c) which states any advertising which refers to an individual licensee must list that individual licensee's name as licensed with the Commission.

Commission Decision: The Commission voted to accept Counsel's recommendation and add language to Respondent informing them the ability of adding a "d/b/a" to their licensure profile.

5. 2025026931

Opened: 5/21/2025

First Licensed: 8/1/2007

Expires: 2/2/2026

Type of License: Principal Broker

History: 2022 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance

Complainant is a licensee who recently received a citation for an advertising violation. Complainant alleges Respondent submitted the complaint against them, even though it was anonymous, and did so as a personal vendetta. Complainant alleges Respondent lied on the complaint by stating they were not a licensee. Complainant stated: "To my knowledge, if any of my agents make an online marketing violation, we are able, within 10 days, to make the correction before being fined. I was not given that opportunity and should not be subjected to pay the fine since I was made aware of the violation in the same email in which I was notified of the fine."

Respondent denied submitting the complaint but stated if they had seen an advertising violation by the Respondent, they would have submitted it to the Commission.

Recommendation: Dismiss.

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

6. 2025024721

Opened: 5/28/2025

Unlicensed

History: None

Complainant alleged Respondent is a property manager for an apartment complex and is conducting unlicensed activity. Complainant alleged Respondent has been

signing leases and alleged Respondent has been committing violations of the *Fair Housing Act*. Complainant did not provide any documentation to support their allegations.

Respondent provided a response from the principal broker (“PB”) of the firm that is contracted to manage the complex. PB stated Respondent’s duties for the property are administrative, and Respondent does not engage in any activity that requires licensure. There is no evidence of unlicensed activity, and the allegations regarding the *Fair Housing Act* are not within the jurisdiction of the Commission.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

- 7. **2025025311**
 - Opened: 5/28/2025**
 - First Licensed: 7/16/1996**
 - Expires: 2/27/2027**
 - Type of License: Principal Broker**
 - History: None**

Complainant purchased a home owned by Respondent. Complainant alleges Respondent was supposed to make repairs and has not done so, and did not disclose material defects in the property resulting in water damage from defective plumbing.

Respondent denied the allegations and stated the property was not their personal property and they never lived in the home. Respondent and spouse have a personal interest in the business that owned the property and sold it to Complainant, and they provided a copy of the Personal Interest Disclosure and Consent form. Respondent also provided copies of the Residential Property Condition Exemption signed by all the parties noting the Respondent had not lived in the home and an email between Respondent and Complainant’s agent confirming funds were placed in escrow pending completion of requested repairs and the release of those funds to the Seller. There is insufficient evidence of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

- 8. 2025025721**
- Opened: 5/28/2025**
- First Licensed: 10/5/1995**
- Expires: 1/24/2026**
- Type of License: Affiliate Broker**
- History: None**

Complainant is a homeowner, and Respondent was the listing agent for the lease of Complainant's home. Respondent prepared a lease agreement for Tenants and Complainant using the "RF421 Residential Lease Agreement for Single Family Dwelling" form available through the Tennessee REALTORS® Association. Complainant alleges Respondent failed to specify in the "Repairs and Maintenance" section of the agreement that the Tenant would be responsible for any damage to the property outside of normal wear and tear, resulting in Complainant having to pay for thousands of dollars of damage done to the property by Tenants. Complainant sued Tenants after they evicted them for the damages but alleges due to the faulty lease, they were not able to hold Tenants liable. Complainant alleges a lack of reasonable skill and care by Respondent. The applicable section of the lease is below:

130	The following shall be kept in good working order and repair, normal wear and tear excepted, by either Landlord or Tenant					
131	as follows [Check all that apply. The sections not marked shall not be part of this Lease Agreement.]:					
132		<u>TENANT</u>	<u>LANDLORD</u>		<u>TENANT</u>	<u>LANDLORD</u>
133	Fence	<input type="checkbox"/>	<input type="checkbox"/>	Light Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
134	Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior walkways	<input type="checkbox"/>	<input type="checkbox"/>
135	Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	Patio/Porch	<input type="checkbox"/>	<input checked="" type="checkbox"/>
136		<u>TENANT</u>	<u>LANDLORD</u>		<u>TENANT</u>	<u>LANDLORD</u>
137	Carpet/Flooring	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping/Yard	<input type="checkbox"/>	<input type="checkbox"/>
138	Swimming Pool	<input type="checkbox"/>	<input type="checkbox"/>	Outbuildings	<input type="checkbox"/>	<input type="checkbox"/>
139	Any item not mentioned herein but existing on the Leased Property (other than furniture, fixtures and personal property of					
140	Tenant) shall be maintained by Landlord during the Lease Term and any extensions or hold-overs thereof.					

Respondent stated they were contacted by the Complainant in 2023 and asked to list the home for sale or lease. Once the Tenants indicated they were ready to move forward with the lease, Respondent prepared the lease agreement and sent it to Complainant and asked them to review and let Respondent know if they had any questions or wanted to make any changes. Complainant did ask for additional language to be added in the Special Stipulations that addressed lawn care, a pet

deposit and basic maintenance items such as light bulbs and air filters. Respondent asserted after the lease was executed by the parties, they did not have any contact with the tenants and had no knowledge of the damage done to the home. Respondent stated they were sorry the Complainant was in this situation, but did not believe they were responsible for the failure of Complainant to obtain a judgment against the Tenants.

Complainant submitted a rebuttal stating they relied on the expertise of the Respondent to prepare the lease and to protect Complainant's interests, and Respondent failed to do so.

Recommendation: Letter of Warning regarding the duty to diligently exercise reasonable skill and care in providing services pursuant to Tenn. Code Ann. § 62-13-403(1).

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

- 9. 2025025761**
Opened: 5/28/2025
First Licensed: 3/25/1985
Expires: 5/17/2026
Type of License: Affiliate Broker
History: None

This complaint is related to REC-2025026551 (#10). Respondent purchased Complainant's home at a foreclosure proceeding. Complainant alleges Respondent approached a neighbor and disclosed "private, sensitive details about (Complainant's) family's foreclosure situation." Complainant alleges Respondent violated Tenn. Comp. R. & Regs. 1260-02-.12, which requires real estate professionals to maintain the confidentiality of private information related to transactions.

Respondent confirmed they purchased the property through foreclosure proceedings, and did go by the home to speak with Complainant to avoid eviction proceedings. Respondent was unable to speak with the Complainant or their spouse and became concerned Spouse might be unaware of the eviction proceedings. Complainant's neighbor is the parent of Spouse and was the former owner of Complainant's home.

Respondent spoke with Spouse's parent regarding Spouse's whereabouts and if they knew about the proceedings, which at that point were a matter of public record. The parent of Spouse confirmed Spouse had been out of town for a few weeks and was probably not aware Respondent was now the legal owner of the property. Respondent denied disclosing any confidential or personal information, and there is no proof of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

10. **2025026551**
Opened: 5/29/2025
First Licensed: 3/25/1985
Expires: 5/17/2026
Type of License: Affiliate Broker
History: None

This complaint is related to REC-2025026761 (#9). The allegations submitted are identical to the related complaint but with the Spouse as the alleged Complainant. For the reasons stated above Counsel recommends this complaint be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

11. **2025025781**
Opened: 5/28/2025
First Licensed: 2/10/2004
Expires: 8/1/2027
Type of License: Affiliate Broker
History: None

Complainant was the agent for Buyers and Respondent was the listing agent for Sellers. Buyers entered into a Purchase and Sale Agreement on a new build with a septic tank from a previous home on the lot that had been placed in 1968. An

Inspection Letter provided by the State indicated the performance of the system could not be evaluated due to the home being vacant at the time of the inspection; and there was no record of a site evaluation, construction or approval in State records. Complainant alleges Seller/Builder refused to run the water for the inspection and refused to allow a septic company to fill the tank to test it. Complainant alleges Respondent intentionally mislead Buyers by stating the septic would be covered by the Builder's Warranty on the last day of the inspection period and then said the next day the warranty would not cover the septic system. Complainant also alleges Respondent did not disclose they were the spouse of Builder. Complainant stated: "I repeatedly tried to explain that (Respondent) had to allow for the inspections to happen and to have the systems operating but they refused."

Respondent stated they asked for the inspection to be done at a time the Contractor would be available so they could assist in locating the tank, field lines and because the Contractor "wanted a clear understanding of the scope of the septic tank inspection." Respondent alleges they communicated with the Complainant and attempted to work out an agreement as to who would do the inspection and when and to what level the tank would be filled for the inspection. Respondent alleges Complainant wanted the tank filled to "overflow" levels, which Respondent would not agree to. Respondent stated they asked if the Buyers would agree to responsible for the cost incurred filling up the tank to that level, pumping the sludge and hauling away the sludge. The parties were not able to come to an agreement, the inspection period expired, and the Buyers decided to withdraw their offer to purchase. Respondent denied they told Complainant the septic would be covered by the warranty, only that they would ask. Respondent provided a copy of the Personal Interest Disclosure wherein they disclosed they had a personal interest in the property.

Complainant disputed they wanted "overflow" levels but did want 600-700 gallons of water to test the system and Respondent refused. There is insufficient evidence of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

12. **2025026161**
Opened: 5/28/2025
First Licensed: 4/2/2001
Expires: 1/16/2026
Type of License: Affiliate Broker
History: None

This was an anonymous complaint. Complainant alleged Respondent had listings on the MLS from 2023 they kept marked as pending “so it can just be reactivated”. Complainant asserted the Respondent needed to “clean up” their listings.

Respondent’s PB answered on behalf of Respondent. PB stated the listings provided by Complainant were not done by their agent and therefore they could not cancel the listings. PB reached out to the agent that did have the listings, and they canceled them.

Recommendation: Dismiss.

Commission Decision: The Commission voted to dismiss this complaint and administratively open a complaint against the correct principal broker.

13. **2025026221**
Opened: 5/29/2025
First Licensed: 11/18/2021
Expires: 11/17/2025
Type of License: Real Estate Firm
History: 2023 Close and Flag

Complainant alleged they agreed to an unfair “Homeowner Benefit Agreement” with Respondent that has a 40-year term and requires arbitration. Complainant did not provide a copy of the agreement, and Respondent did not respond to the complaint. Respondent has closed their Tennessee office and requests for information sent to their corporate office in their home state have gone unanswered or unclaimed.

Recommendation: Refer to Attorney General’s Office.

Commission Decision: The Commission accepted Counsel's recommendation.

- 14. 2025026461**
Opened: 5/29/2025
First Licensed: 5/19/2020
Expires: 5/18/2026
Type of License: Real Estate Firm
History: None

Complainant entered into an Exclusive Buyer Representative Agreement with Respondent firm in December 2024 and executed a Purchase Agreement on a property shortly thereafter. Complainant provided a One Thousand Dollar (\$1,000.00) earnest money check to Respondent, and it was deposited that same day. The sale was terminated due to inspection issues, and both parties agreed to a mutual release of the earnest money back to Complainant. Complainant has attempted several times since then to deposit the check issued to them by Respondent for the refund of the earnest money and it has been returned each time for insufficient funds. Complainant believes Respondent's principal broker has absconded with their money. Respondent did not respond to the complaint.

Recommendation: Discuss.

Commission Decision: The Commission voted to audit Respondent's escrow account.

- 15. 2025030951**
Opened: 6/25/2025
First Licensed: 3/21/2005
Expires: 2/4/2026
Type of License: Principal Broker
History: 2024 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance

This complaint is related to REC # 2025026461 (#14). Respondent is the principal broker of the firm and has not responded to multiple attempts to contact them but did sign a certified mail receipt.

Recommendation: Discuss.

Commission Decision: The Commission voted to suspend Respondent's license until February 4, 2026.

- 16. 2025028341**
Opened: 6/2/2025
First Licensed: 11/18/2014
Expires: 11/17/2026
Type of License: Affiliate Broker
History: 2016 Consent Order for Guilty Plea entered in a misdemeanor case

Complainant and Respondent are both licensees. Complainant alleges Respondent berated an employee of Complainant's, and when Complainant checked Respondent's license information Complainant learned Respondent's license expired in November. Complainant alleges Respondent has had "at least five listing agreements" signed while their license was expired.

Respondent stated they were in the hospital for an extended period due to an auto accident "after the first of the year" and did not realize their license was expired. Respondent's principal broker ("PB") stated that due to Respondent's injuries PB and another agent "assumed (Respondent's) clients while they were unable to work." PB stated they did not know Respondent's license had expired, and as of May 22, 2025, Respondent's license has been reinstated to "active" status.

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 accepted Counsel's recommendation.

- 17. 2025028371**
Opened: 6/2/2025
First Licensed: 12/19/2023
Expires: 12/18/2025
Type of License: Affiliate Broker
History: None

Complainant was a buyer and Respondent was their agent. Complainant alleges they made clear to Respondent they wanted "privacy" and asked about any easements on

the property. Complainant alleges Respondent did not tell them about four (4) driveway easements on the property and they learned about the issue just prior to closing. Complainant also alleges Respondent lied to them about having title to the property at closing, and they would not have entered into the purchase agreement if they had known about these issues.

Respondent stated they walked the property with the Complainant and their partner and discussed all known details. Respondent explained the property was a bank-owned foreclosure and the easements (if any) and property lines would best be determined by a survey and title search. The issue of “not having title” at the closing referred to a mobile home that was on the property, and Respondent tried to explain to Complainant and their partner that the title to the mobile home could not be conveyed until after the Complainant obtained title to the property. Complainants chose to waive inspections and not do any contingencies, and Respondent provided a copy of the “Importance of Inspections and Property Survey” document signed by Complainant. There is insufficient evidence of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

18. 2025029391
Opened: 6/2/2025
First Licensed: 9/8/2016
Expires: 9/7/2026
Type of License: Affiliate Broker
History: None

Complainant alleges Respondent is selling both homes and lots in a development without disclosing Respondent is the owner of those properties. Complainant provided a picture of what they said was a “For Sale” sign at the entrance to the subdivision advertising Respondent and Respondent’s firm.

Respondent stated they were owner/developer of the subdivision, and all properties sold prior to them obtaining licensure were sold using a licensed REALTOR®. Once they obtained their license, Respondent disclosed their personal interest and

provided copies of signed Personal Interest Disclosure statements. Respondent stated the sign in the picture is currently a home wherein they are the listing agent for the owner, who purchased the property from Respondent in 2006.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

19. 2025029411

Opened: 6/2/2025

First Licensed: 6/5/2000

Expires: 2/23/2026

Type of License: Affiliate Broker

History: None

Complainant was selling their home and Respondent was their listing agent. Complainant received a call scheduling a showing and declined the appointment. The agent for the potential sellers showed up at the declined appointment time and let themselves into the home, frightening the Complainant. Complainant alleges Respondent did not follow up with them after this incident, and when another showing appointment was declined Complainant asked Respondent's scheduler to make sure Respondent knew so that "no one shows up" like last time. Complainant alleges Respondent then called Complainant and was combative, could not tell them who entered the home, and said "real estate agents have a bank of numbers for the key boxes and can swipe a card and get into your house anytime even without a key." Complainant alleges they did not know any agent could access their home and that they don't want anyone in their house without their permission.

Respondent stated Complainant did not notify them about the unauthorized entry until almost 10 days later when they were contacted about the second declined showing. Respondent was shocked and promised to find out who the agent was that entered the home. They also explained to Complainant that only licensed agents can use the Sentrilock system and offered to remove the lockbox completely if that would make Complainant feel safer. Respondent investigated the Sentrilock access log and contacted the agent who entered the home, who discovered the contact email for the assistant who requested the showing was spelled incorrectly and so they may not have received the decline notification. Respondent then tried to contact the

Complainant several times and did not hear back from the Complainant. Complainants ultimately choose to have the listing removed and hope the process of “getting access to a seller’s house when trying to sell could be done in a more controlled and safe manner” for all involved. There is insufficient evidence of a violation of the Rules or the *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

20. 2025031161

Opened: 6/10/2025

First Licensed: 8/30/2021

Expires: 8/29/2027

Type of License: Principal Broker

History: None

Complainant was a potential buyer of a home and Respondent was the listing agent. Complainant alleged Respondent did not respond promptly to requests for information from Complainant’s agent and “should have informed” Respondent’s agent that an offer had been made on the home so that Complainant could also make an offer. Complainant seems to be alleging Respondent favored another agent over their agent and therefore failed to act with honesty and good faith towards their agent.

Respondent provided a timeline of the communications with Respondent, their agent, and the agent who submitted the accepted offer. The entirety of events involving Complainant took place over six days, and Respondent was out of pocket for one of those days at the graduation of a family member. Respondent also provided copies of text messages with their clients discussing the offer received and their decision to accept without making a counteroffer. Respondent made clear to their clients there was additional interest in the property as well as a scheduled showing with another potential buyer. Complainant’s agent never indicated they were ready to make an offer and did not request a showing. There is no evidence of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

21. **2025031251**

Opened: 6/10/2025

First Licensed: 1/11/2006

Expires: 8/27/2027

Type of License: Affiliate Broker

History: 2015 Consent Order for Advertising Violation; 2017 Consent Order for Advertising Violation; 2017 Agreed Citation for Advertising Violation; 2018 Consent Order for Advertising Violation; 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 Advertising Violation; 2021 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2021 Final Order for Advertising Violations

Complainant is a homeowner who received a mailer from Respondent regarding selling their home. Complainant provided a copy of the mailer which stated Respondent "guarantees that your present home will sell before you take possession of your new one." The phone number provided to text Respondent for more information is not the number on file with the Commission.

Respondent stated they did have several preapproved buyers, to include cash offers for the Complainant's home. Respondent stated had Complainant asked to be removed from their system they would have happily done so.

Recommendation: Seven Hundred and Fifty Dollar (\$750.00) for violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) which requires all advertising to list the firm name, and the firm telephone number as listed on file with the Commission.

Commission Decision: The Commission voted to assess a civil penalty of One Thousand Dollars (\$1,000.00) for violation of Tenn. Comp. R. & Regs 1260-02-.12(3)(b), require Respondent to complete thirty (30) hour T.R.A.C.E. course within one hundred eighty (180) days above and beyond Respondent's required continuing education requirement, and to administratively open a complaint against Respondent's principal broker for failure to supervise.

22. 2025028931
Opened: 6/10/2025
First Licensed: 9/22/1988
Expires: 9/3/2026
Type of License: Real Estate Firm
History: None

This is an administratively opened complaint. Respondent firm was notified via mail and email on April 3, 2025, and April 14, 2025, they were being audited and to submit the requested financial documents. Respondent did not respond to the auditor's request. On May 21, 2025, and again on June 5, 2025, Respondent was notified a complaint for failure to comply with an audit had been opened and a response was required with ten days. Respondent has not responded 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) and One Thousand Dollar (\$1,000.00) civil penalty for failure to comply with an audit in violation of Tenn. Code Ann. § 62-13-312(d). Respondent is directed to comply with auditor's request for documents within 30 days of receipt of the proposed Consent Order.

Commission Decision: The Commission accepted Counsel's recommendation.

23. 2025028941
Opened: 6/10/2025
First Licensed: 5/9/2022
Expires: 5/8/2026
Type of License: Real Estate Firm
History: None

An audit for this firm was opened on April 3, 2025. An affiliate for the firm has an expired license as of July 19, 2024. The auditor stated it was confirmed that the affiliate is still associated with the firm and an attempt to rectify the situation is dated April 11, 2025. Unlicensed activity is suspected.

Respondent confirmed the affiliate's license expired in July 2024 and they learned about the lapse when notified by the auditor in April 2025. Respondent immediately transferred the affiliate's listings to their name and did not pay the affiliate until their license was reinstated a few days later. Respondent stated the affiliate did have one closing in December 2024, but they were not paid a commission on that closing.

Respondent apologized for the error and detailed the steps taken to ensure it would not happen again.

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 accepted Counsel's recommendation.

24. 2025028951

Opened: 6/10/2025

First Licensed: 7/26/2022

Expires: 7/25/2026

Type of License: Real Estate Firm

History: None

An audit for this firm was opened on April 30, 2025. The auditor reported an affiliate for the firm has an expired license as of November 13, 2024, and it was confirmed the affiliate is still associated with the firm and an attempt to rectify the situation was underway in May 2025.

Respondent confirmed the affiliate's license expired in November 2024 and the affiliate had not engaged in business in the state while their license was expired. The affiliate is licensed in other states and primarily resides in one of those states and does not plan to return to Tennessee. The affiliate chose not to renew their license and has been removed from the firm roster.

Recommendation: Letter of Warning regarding unlicensed activity and maintaining an accurate firm roster.

Commission Decision: The Commission accepted Counsel's recommendation.

25. 2025029311

Opened: 6/10/2025

First Licensed: 12/2/2020

Expires: 3/22/2027

Type of License: Real Estate Firm

History: 2024 Close and Flag

Complainant was a buyer of a home built by a company affiliated with the Respondent. Complainant alleged the home did not meet the minimum code

requirements for sound insulation and alleges the Respondent did not act with honesty and good faith toward all parties in marketing the home.

Respondent denied any wrongdoing and provided documentation regarding inspections done by the city which found the home met all local construction codes. There is no evidence of a violation of the Rules or the *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

26. 2025029361

Opened: 6/10/2025

Unlicensed

History: None

Complainant is a tenant of a property managed by Respondent. Complainant alleged mismanagement of the property and other allegations that would be outside the jurisdiction of the Commission. Respondent is not a licensed firm; however, the manager who responded is a licensed affiliate with a licensed firm.

Respondent advertises and operates as "(X) Team Property Management". Copies of the lease and emails between the parties contained the "(X) Team Property Management" logo and were included in the signatures of the Respondent's team members. Respondent denied wrongdoing regarding mismanagement of the property, but Counsel followed up with the manager to obtain additional information regarding their property management activity and specifically asked about their firm's license number and the name of their principal broker. Respondent provided the name of the licensed firm and principal broker affiliated with their team members. The website for the team has their logo on the opening page and farther down the page mentions they are a "group of (licensed firm) agents...experienced in all aspects of real estate and property management." The Respondent appears to be holding themselves out a separate entity from the licensed firm in violation of Tenn. Comp. R. & Regs. 1260-02-.41.

Recommendation: Two Hundred Fifty Dollar (\$250.00) civil penalty for violation of Tenn. Comp. R. and Regs. 1260-02-.41(4) for holding themselves out as a separate entity from a licensed firm.

Commission Decision: The Commission accepted Counsel's recommendation.

- 27. 2025030301**
Opened: 6/10/2025
First Licensed: 10/29/2020
Expires: 10/28/2026
Type of License: Real Estate Firm
History: None

Complainant alleged Respondent filed a detainer action against Complainant even though Complainant was not a party to a lease agreement with Respondent, and alleged it was done to “coerce” action from the lessee by “extorting” the Complainant. Complainant provided a copy of the detainer action and the dismissal but the reason for the dismissal was not noted on the judgment.

Respondent stated they were contracted to manage the property and to obtain a new lease with the Complainant but were unable to do so. Respondent provided a copy of the lease and both the Complainant, and a business entity were parties to the lease. The original detainer action was dismissed and refiled against both the Complainant and the business tenant. As this is a landlord/tenant and contractual issue, it is not within the jurisdiction of the Commission.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

- 28. 2025030471**
Opened: 6/10/2025
First Licensed: 7/13/2015
Expires: 7/12/2027
Type of License: Real Estate Firm
History: None

Complainant alleged their adult child, and two friends placed a Three Thousand Dollar (\$3,000.00) deposit on a rental property and then two days later (within the three-day rescission period) decided not to move forward with the lease.

Complainant alleged Respondent would not return the deposit to the three roommates.

Respondent provided proof the deposit was returned to the individual who paid the deposit, and that person was not the adult child of the Complainant or the two roommates. Complainant subsequently asked to withdraw their complaint.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

29. 2025030521

Opened: 6/10/2025

First Licensed: 12/10/2024

Expires: 12/9/2026

Type of License: Real Estate Firm

History: None

Complainant was a Seller and Respondent was their listing agent. Complainant alleged Respondent did not market their home and only suggested price reductions when asked why their home wasn't showing or selling despite other homes selling in their neighborhood. Complainant seems to be alleging a lack of reasonable skill and care.

Respondent stated the Complainant's information came through a lead source that included the option to add "a la carte" marketing. Complainant chose to not opt for additional marketing, would not allow Respondent to host open houses, and would not consider priced reductions. Complainant then became belligerent with Respondent, and Respondent terminated their listing agreement. Copies of text messages between the parties was 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.

30. 2025028971

Opened: 6/10/2025

Unlicensed

History: None

Complainant was a tenant of a property managed by Respondent. Complainant alleged numerous violations of landlord/tenant laws, which are outside the jurisdiction of the Commission. However, Complainant also alleged Respondent has been acting as an unlicensed property manager since the beginning of the year and was currently trying to evict Complainant on the owner's behalf. The "Notice to Terminate Lease" was signed by Respondent as "Acting Property Agent"

Respondent stated they managed Complainant's home and nine others owned by Owner and did so at Owner's request. Respondent stated Owner was elderly and not able to travel to the properties anymore and so contracted with the Respondent to manage the properties and be on-site. Respondent was asked to provide a copy of the contract but did not do so.

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 accepted Counsel's recommendation.

**31. 2025028991
Opened: 6/10/2025
Unlicensed
History: None**

This complaint is related to REC-2025028971 (#30) above and was filed by the same complainant against the same Respondent. As it is a duplicate of the other complaint, Counsel recommends this one be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

**32. 2025026101
Opened: 6/17/2025
First Licensed: 10/6/2017
Expires: 5/31/2026
Type of License: Principal Broker
History: 2022 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**

This was an anonymous complaint. Complainant provided a picture of a sign advertising an affiliate of Respondent. The sign lists the affiliate's personal cell phone number and not the firm telephone number on file with the Commission.

Respondent stated the affiliate transferred to their firm on March 28th and the firm name on the sign is of affiliate's former firm. There is no time stamp on the photograph, and Respondent does not believe they were the affiliate's principal broker when the violation occurred. Respondent's affiliate has already paid an agreed citation for the advertising violation and removed all their signs in the two to three days after they transferred to Respondent's supervision.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

33. 2025026641

Opened: 6/17/2025

First Licensed: 6/2/2021

Expires: 6/1/2027

Type of License: Affiliate Broker

History: None

Complainant was selling their home and Respondent was their agent. Complainant alleged Respondent used deceptive techniques to encourage them to agree to term on a contract. Complainant alleged Respondent agreed to give up a percentage of their commission to enable the buyer's agent to make a certain percentage commission. Complainant provided copies of text messages between the parties discussing offers and counteroffers and stated they "never agreed to offer the buyers' agent the full 3%." Complainant also alleged they never agreed that Respondent would also be their buyer's agent, yet Respondent showed them approximately 15 homes to purchase.

Respondent provided a copy of their listing agreement wherein the commission terms were agreed to by the Complainant. Respondent also provided a copy of a Buyer Representation Agreement executed by the parties on the same day the listing

agreement was signed. Respondent stated there were several discussions, most via text, regarding offers and counteroffers including commission splits, and they finally agreed to terms with the buyers. Prior to making the last offer Complainant asked for and received a “net sheet” from Respondent detailing loan payoffs, net to seller and commission payments, and Complainant agreed to the terms. These same details were included in the ALTA signed by the Complainant at closing.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

34. 2025030731

Opened: 6/17/2025

First Licensed: 8/14/1985

Expires: 6/17/2027

Type of License: Real Estate Broker

History: None

Complainant was the agent for Buyer and Respondent was the listing agent. Complainant alleged the MLS for the property listed the home as a “Townhouse” when it was in fact a condominium. Buyer entered into a Purchase Agreement and was then informed by their lender the home was a condominium and therefore the Buyer would not own the land as well as the unit. Complainant accused the Respondent of intentionally misleading potential buyers with the use of the word “townhouse” to describe the home.

Respondent denied the allegations, and stated they used the most accurate category available in the drop-down menu on the MLS template for attached properties. Respondent stated the HOA documents for the community were provided in a link in the listing and clearly showed the property was a condominium property, and the tax records also has the property classified as a condominium. Complainant was provided a copy of Respondent’s statement and then submitted a request asking for the complaint to be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

35. 2025031311
Opened: 6/17/2025
First Licensed: 9/13/2023
Expires: 9/12/2025 (Expired-Grace)
Type of License: Affiliate Broker
History: None

Complainant is a resident of another state, and Respondent is licensed in that state as well as Tennessee. Complainant alleges Respondent assisted their soon-to-be ex-spouse in selling Complainant's home in the other state without Complainant's cooperation and then assisted Ex-Spouse in purchasing a home in Tennessee knowing the funds for the purchase belonged at least partly to Complainant. Documents submitted by Complainant include emails and texts between the parties where at times the Complainant was extremely belligerent to Respondent but then agreed to sign the closing documents. Complainant was represented by counsel throughout the process and Respondent repeatedly told Complainant to speak to their attorney if they had questions.

Respondent stated the events Complainant is upset about occurred in the other state. There is no evidence of a violation of the Rules or *Broker Act* regarding the transaction that occurred in Tennessee.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

36. 2025031321
Opened: 6/17/2025
First Licensed: 11/18/1998
Expires: 8/10/2027
Type of License: Principal Broker
History: 2011 Consent Order for failure to supervise an affiliate; 2015 Consent Order for advertising violation

Complainant and Respondent are both licensees. Complainant alleges Respondent is sending out mailers that are "misleading, false advertisement and deceptive." Complainant provided copies of the mailers which are in the form of letters to current

homeowners from a “family” asking if they’d like to sell their home. The name of the Respondent, their firm and their contact information was provided in the body of the letter.

Respondent denied the mailers were in violation of the advertising rules, and stated the families mentioned in the letters were current clients. Respondent stated, “The families referenced in the letters are real buyers I represent. Each has signed a Buyer Representation Agreement that includes language acknowledging that target marketing may be part of our strategy to locate properties that

match their needs. They are informed of this marketing approach, and I discuss the various formats the letters can take. Buyers choose whether the letter is written from their perspective or mine as the agent, and they decide whether to include a photo.” Respondent provided redacted Buyer Representation Agreements for two of the buyers referenced in the letters. The solicitation letters do not appear to violate the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

37. 2025031341

Opened: 6/17/2025

First Licensed: 2/17/2021

Expires: 2/16/2027

Type of License: Affiliate Broker

History: None

Complainant was a buyer and had an agent, and Respondent was the listing agent. Complainant alleged they put down Five Thousand Dollars (\$5,000.00) in earnest money, but the contract expired, and they requested their earnest money be returned. Complainant alleges Respondent refused to return the earnest money, even though they didn’t break the contract, and their agent suggested they send a “legal letter” to Respondent and Seller demanding return of the funds. They allege they did so, but the money has still not been returned, and they cannot reach their agent.

Respondent stated they did not have the earnest money; it was deposited at Complainant’s request with the title company and remains in their account. The parties could not resolve the dispute over the money, and both parties were in

communication with the title company. Complainants sent confirmation they wanted to move forward to interplead, then stated they might decide to retain an attorney and would let Respondent and title company know. Respondent stated they have not had any more communication with the Complainant or their agent since then, and the title company still has the earnest money and has attempted to reach the Complainant without success.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

38. 2025028671

Opened: 6/25/2025

First Licensed: 12/9/2010

Expires: 12/8/2026

Type of License: Affiliate Broker

History: None

Complainant contracted with Respondent to manage a property, including advertising for new tenants. Complainant alleged Respondent “refused to screen multiple interested applicants despite being presented with their completed applications and background checks; allowed a prospective tenant unsupervised access to the property by providing a lockbox code; and failed to provide the tenant with critical property access items, including keys, garage door openers, and mailbox keys, resulting in additional expenses for locksmith services, garage door remote replacement, and mailbox key procurement.” Complainant alleges the Respondent failed to exercise reasonable skill and care in the management of Complainant’s property.

Respondent stated they were “never supposed to see tenants face to face” and the Complainant previously agreed to give prospective tenants access to the property to view it. Respondent denied they ever had the keys to the property but confirmed in a text message with the Complainant they had the keys. Respondent also confirmed they eventually met with the approved tenant while the locksmith was present and turned over their key and retrieved their own lockbox from the property.

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.

39. 2025030291

Opened: 6/25/2025

First Licensed: 2/20/2024

Expires: 2/19/2026

Type of License: Principal Broker

History: None

Complainant is the principal broker for Buyer's agent and Respondent was the listing agent for Sellers. Complainant alleged Respondent did not present the Buyer's offer to Seller and initially refused to provide an executed rejection of the offer when requested to do so by the Buyer's agent. Respondent later told Buyer's agent they had should have an executed copy of the counteroffer in their inbox, and when Complainant viewed the document states it was "obvious" the document was signed by the Respondent and not their client. When Respondent was confronted with the forgery, Respondent texted they would be "Happy to send a voice note from my client stating the terms of the counteroffer." Complainant then contacted Respondent's principal broker and provided proof of the forgery, and that Broker allegedly stated they would speak with the Respondent and take disciplinary action against the Respondent.

Respondent responded to the complainant without a statement but by providing screen shots of text messages that appear to be their client giving permission for Respondent to sign the counteroffer on their behalf. The text messages also include a discussion of the Buyer's offer, and a picture of a Counteroffer #1 signed by their client. The document provided by Complainant as Counteroffer #1, allegedly signed by the Seller, is obviously different from that provided by the Respondent. Complainant provided a rebuttal stating they were seeing the Counteroffer #1, allegedly signed by the Seller document for the first time and was concerned the Respondent continued to try to avoid responsibility for their actions.

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for failure to provide services to each party to the transaction with honesty and good faith in violation of Tenn. Code Ann. § 62-13-403(4).

Commission Decision: The Commission accepted Counsel's recommendation.

40. 2025030721
Opened: 6/25/2025
First Licensed: 11/26/2007
Expires: 11/8/2026
Type of License: Principal Broker
History: None

Complainant and their spouse are in the process of a divorce and their home was ordered to be sold. Spouse met with Respondent in person and executed an Exclusive Right to Sell Listing Agreement, and Respondent then forwarded that Agreement to Complainant to e-sign. Complainant signed the Agreement but argues it was unprofessional of Respondent not to get their signature in person. Complainant also implies Respondent is having a personal relationship with Complainant's spouse, moved appliances out of the home without Complainant's permission, and refused to update the photos on the MLS at Complainant's request. Complainant seemed to be asking to be released from the listing agreement but then followed up and stated they just wanted the home to sell as soon as possible and so would let Respondent continue to list the home until the term ends.

Respondent stated the Complainant has been belligerent and harassed Respondent, and they also just want to get the home sold. All communications between the parties must now go through their attorneys. Respondent also reached out to independent legal counsel for advice regarding their ethical duty to the parties because while they wanted to honor the listing agreement, Complainant repeatedly stated they wanted to fire Respondent and Spouse has repeatedly refused to terminate their listing agreement with Respondent. The home is now under contract for a price the Court said they would accept despite Complainant's assertions that Respondent and Spouse were working together to "not sell" the home. Based on the information provided by both parties there is no evidence of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

41. 2025030911

Opened: 6/25/2025

First Licensed: 6/11/2019

Expires: 6/10/2027

Type of License: Affiliate Broker

History: None

Complainant and spouse are currently in divorce proceedings. Complainant still resides in the marital home, and the Court has ordered the home to be sold. Complainant alleged Respondent, who is the listing agent of the home, has scheduled showings without 24 hours' notice and during Complainant's work hours in violation of the court Order, and allowed Complainant's Spouse to enter the home during an open house and take pictures of Complainant's personal property.

Respondent stated they followed the court Order regarding showings and tried to communicate with Complainant regarding scheduled showings and times at Complainant's convenience. Regarding the open house, Respondent stated there is nothing in the Order about restricting Spouse's access to the home, and as co-owner of the property Respondent had no reason to deny them access. Respondent provided almost 55 pages of transcripts of text messages exchanged with the Complainant, discussing showings, cleanings and availability of the property. Respondent also provided a copy of the court's Order requiring the sale of the home and for Complainant to make the home presentable for showings along with 24 hours' notice of showings.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

42. 2025031261
Opened: 6/25/2025
First Licensed: 5/12/2004
Expires: 4/26/2026
Type of License: Affiliate Broker
History: None

Complainant was a Buyer and Respondent was their agent. Complainant alleged Respondent became frustrated when the Complainant's loan and relocation paperwork were delayed and pressured Complainant to change their lender and "lied" about the Complainant being entitled to a refund on a portion of their rent payment. Complainant alleges Respondent did not act in honesty and good faith, but did not provide any documentation of the transaction or communications between the parties.

Respondent stated the parties went under contract in September 2024, but the closing was delayed for almost eight (8) months due to Complainant's documentation issues and their availability. During that time Respondent coordinated six (6) closing date amendments, a Repair Proposal and a Temporary Occupancy Agreement to allow the Complainants to reside in the home while awaiting final loan approval. Respondent stated they never promised a refund of the rent to Complainants and Respondent acted with honesty and good faith throughout the transaction. Respondent provided copies of months of emails between the parties, including the agents and lending officer, and their attempts to finalize the closing for the Complainant. There is no proof of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

43. 2025034371
Opened: 6/30/2025
First Licensed: 3/9/2016
Expires: 3/8/2026
Type of License: Affiliate Broker
History: None

Complainant and Respondent are both licensees. Complainant alleges Respondent listed a property they owned for sale without disclosing they were the owner. Complainant stated: “the MLS input sheet and advertisement does not state the owner is an agent.”

Respondent stated the property was one of three purchased with a partner. When they listed the home Respondent provided the TN FORM RF 305 "Personal Interest Disclosure & Consent" as an uploaded document on MLS and to all interested agents and buyers and a copy was provided with the Respondent’s statement. Complainant provided a rebuttal stated that the documents attached to the MLS listing by an agent are not available to the public, and the advertisement to the public did not disclose Complainant was an agent.

Recommendation: Letter of Warning regarding Tenn. Comp. R. & Regs. 1260-02-.11(2) and the requirement that all licensees shall identify themselves as a licensee when buying or selling property for themselves.

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

44. 2025034641

Opened: 6/30/2025

First Licensed: 10/2/2007

Expires: 10/1/2019 (Expired) (E&O Suspension effective 5/8/2021)

Type of License: Affiliate Broker

History: None

Complainant alleged they leased a home from a business owned by Respondent and their spouse in December 2024. The term of the lease was 12 months, with an end date in January 2026. Complainant alleges they were notified by the sheriff’s department in February 2025 the home was no longer owned by the Respondent and spouse due to foreclosure proceedings initiated in December 2024, just prior to the execution of the lease. Complainant did not provide a copy of the lease. Complainant alleges fraud and theft.

Respondent denied ownership of the home, and stated it was a property owned by their Spouse’s company and had been for several years before they were married to Spouse. Respondent and Spouse have been separated since May 2024. Respondent

stated Complainant reached out to them through mutual friends for information on renting the home in December 2024, and Respondent had no knowledge of the foreclosure. Respondent said their only involvement was to pass along the request to their Spouse. A partial copy of the lease was provided by the Respondent, and they are not a party to the lease agreement. Respondent also provided copies of text messages between Complainant and Respondent, and at most Respondent appears to have acted only as an occasional intermediary between Complainant and Spouse. Respondent assumes Complainant preferred to communicate with Respondent because they had mutual friends, but Respondent directed Complainant to communicate directly with Spouse since “I am not your landlord.” There is insufficient evidence of a violation of the Rules or *Broker Act*.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

45. 2025031601
Opened: 6/30/2025
First Licensed: 1/23/1998
Expires: 10/22/2025
Type of License: Real Estate Firm
History: None

Complainant alleged Respondent is engaged in unlicensed activity and has been for several years. Complainant provided copies of twenty-six advertisements of properties for sale or lease with the Respondent’s unlicensed employee’s photograph, name and what appears to be the employee’s cell phone number provided as the only contact for additional information. “(Respondent) Companies – Developments/Real Estate/Construction” is printed on each advertisement, which is not the firm name or firm telephone number as listed on file with the Commission.

Respondent’s principal broker stated the employee has worked for their firm for 24 years, has “sold and leased only” properties owned by Respondent and therefore is not required to have a license.

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity in violation of Tenn. Code Ann. § 62-13-301 and a Two Hundred and Fifty Dollar (\$250.00) for each violation of Tenn. Comp. R. & Regs. 1260-02-.12(3)(b) for a total civil penalty of Seven Thousand Five Hundred Dollars (\$7,500.00).

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

**46. 2025031611
Opened: 6/30/2025
First Licensed: 1/23/1998
Expires: 10/22/2025
Type of License: Real Estate Firm
History: None**

Anonymous complainant alleged Respondent is advertising properties as "Available" when they are not actually available for lease or purchase. Complainant did not provide any proof of their allegations, and Complainant's contact information was not provided so Counsel could not follow up to ask for additional information.

Respondent denied the allegations.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

**47. 2025032821
Opened: 6/30/2025
First Licensed: 1/18/2023
Expires: 6/16/2027
Type of License: Real Estate Firm
History: None**

Complainant was a tenant in a property managed by Respondent and alleges mismanagement of the property. Complainant also alleges that when they asked for

the released from the lease agreement due to the property being in such disrepair it was uninhabitable, Respondent refused to return their security deposit and stopped responding to their communications. Complainant also alleged Respondent's license had expired prior to the execution of the lease agreement.

Respondent's attorney denied the allegations of mismanagement and did not address the allegation of unlicensed activity. Complainant executed the lease on May 7, 2025, and Respondent's license expired on March 20, 2025. The license was renewed on June 17, 2025, after Respondent received notice of the complaint.

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

Commission Decision: The Commission accepted Counsel's recommendation.

48. 2025033451

Opened: 6/30/2025

First Licensed: 9/29/2020

Expires: 9/28/2026

Type of License: Real Estate Firm

History: None

Complainant is a licensee that entered into an Independent Contractor Agreement with Respondent firm in December. Complainant alleges Respondent and their principal broker changed the terms of the agreement without notice shortly after executing the agreement and would not refund Complainant's dues which were paid in full at the time they signed the agreement. The Agreement clearly states the payment is non-refundable.

Respondent correctly asserted the matter is not within the jurisdiction of the Commission as it is a contractual dispute.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

49. 2025033081
Opened: 7/7/2025
First Licensed: 7/10/2006
Expires: 7/9/2026
Type of License: Affiliate Broker
History: None

Complainant and Respondent are both licensees. Complainant purchased a commercial property from Respondent and placed a One Thousand Eight Hundred Dollar (\$1,800.00) deposit, refundable at closing with the Respondent. The deposit has not been returned to the Complainant and the Respondent has not responded to Complainant's repeated requests for the funds. Complainant provided copies of the executed Temporary Occupancy Agreement which stipulates the deposit will be returned and the ALTA Combined Settlement Statement which also shows the deposit is to be credited back to the buyer. Complainant is moving forward with their legal options.

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 (10) days as required by Tenn. Code Ann. § 62-13-313(a)(2).

Commission Decision: The Commission accepted Counsel's recommendation.

50. 2025033561
Opened: 7/7/2025
First Licensed: 9/22/1998
Expires: 6/20/2026
Type of License: Principal Broker
History: 2006 Letter of Warning regarding contracts; 2023 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance

Complainant and Respondent are both licensees. Complainant was an affiliate under Respondent's supervision and transferred to a different firm. Complainant alleges

Respondent would not sign their TREC-1 form until Complainant completed an offboarding survey. Complainant reviewed the survey and was not comfortable with some of the questions so declined to complete it. Complainant was able to complete their transfer the next day after contacting the Commission administrative staff for assistance.

Respondent did not respond to the complaint.

Recommendation: One Thousand Dollar (\$1000) civil penalty for failure to respond to the complaint within ten (10) days as required by Tenn. Code Ann. § 62-13-313(a)(2).

Commission Decision: The Commission accepted Counsel's recommendation.

51. 2025033881
Opened: 7/7/2025
First Licensed: 3/18/2020
Expires: 3/17/2026
Type of License: Real Estate Firm
History: None

This is an administratively opened complaint. An audit for this firm was opened on April 30, 2025. The documentation sent in by the firm allegedly showed comingling of operating funds and escrow funds. The auditor noted several check payments from a trust account were made for operational expenses, including pest control, electrical services and lawn care. The auditor is alleging violations of Tenn. Comp. R. & Regs. 1260-02-.09 regarding the management of escrow or trustee accounts.

Respondent stated the payments referenced by the auditor were issued to vendors for services rendered to properties managed on behalf of Respondent's clients. The payments were made from the operating trust account, which is used exclusively for property management expenses. The Respondent provided copies of a Bill Detail Report which is a record of all payables for the year, including information on the transactions associated with the referenced check numbers, and a Check Register Report which was consistent with the payables tracked in the Bill Detail Report.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

52. 2025033501

Opened: 7/14/2025

First Licensed: 8/4/2005

Expires: 8/3/2025 (Retired)

Type of License: Affiliate Broker

History: 2020 Letter of Warning for advertising violation

This is an anonymous complaint. Complainant stated: "(Respondent) is a dangerous individual who has harassed, lied, and manipulated (others) in the real estate industry for years. (Respondent's) egregious behavior has escalated to the point that (Respondent) can no longer hide behind a phone or computer screen. (Respondent) is unfit to hold a real estate license." Complainant attached a copy of a petition for an order of protection against Respondent filed by Respondent's spouse. Divorce proceedings were initiated in April 2025, and the petition contains an affidavit alleging criminal activity by the Respondent.

Respondent's attorney provided a response denying the allegations. Respondent has not been convicted of any criminal activity, and the allegations made by the Complainant are at this time unsupported by any evidence.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

53. 2025033821

Opened: 7/14/2025

First Licensed: 8/4/2005

Expires: 8/3/2025 (Retired)

Type of License: Affiliate Broker

History: 2020 Letter of Warning for advertising violation

Complainant alleged Respondent's advertisement was in violation of Tenn. Comp. R. & Regs. 1260-02-.12(5) which requires the firm name, and the firm telephone number listed on file with the Commission conspicuously appear on each page of the website. A copy of Respondent's advertisement was provided, and the full name of the firm does not appear; additionally, the Respondent's personal cell phone number is provided as the contact number.

Respondent stated they retired their license and the advertisements were removed. Respondent asked for "grace" from the Commission.

Recommendation: Five Hundred Dollar (\$500.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(5).

Commission Decision: The Commission voted to assess a Two Hundred Fifty (\$250.00) civil penalty for violation of Tenn. Comp. R. & Regs. 1260-02-.12(5).

54. 2025037041

Opened: 7/14/2025

First Licensed: 8/4/2005

Expires: 8/3/2025 (Retired)

Type of License: Affiliate Broker

History: 2020 Letter of Warning for advertising violation

Complainant was released from their brokerage on June 16, 2025, and retired their license due to health and personal issues on June 19, 2025. On June 28, 2025, Complainant alleged Respondent advertised on social media they were a broker working for themselves. Complainant provided a copy of Respondent's social media page where their employment is listed a "Real Estate Agent/Broker at (Respondent), (City) Tennessee."

Respondent stated they had been away for medical treatment and asked for some time to pull down their social media pages. Respondent's social media still had the information posted as of October 6, 2025.

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

Commission Decision: The Commission accepted Counsel's recommendation.

55. 2025034981
Opened: 7/14/2025
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. Respondent did not respond to the complaint.

Recommendation: Dismiss.

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

56. 2025035181
Opened: 7/14/2025
Unlicensed
History: None

Complainant is a licensee. Complainant alleges Respondent is engaged in unlicensed activity. Complainant provided a picture of a “Tennessee Land for Sale” social media page, and Respondent advertised two properties for sale. A “(Respondent) Investments” logo was in the corner of both advertisements. The Respondent and the “Investments” business are not licensed.

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 civil penalty of One Thousand Dollars (\$1,000.00) for unlicensed activity per property for a total of Two Thousand Dollars (\$2,000.00).

57. 2025035311

Opened: 7/14/2025

First Licensed: 3/4/2020

Expires: 3/3/2026

Type of License: Affiliate Broker

History: None

Complainant was selling their home and Respondent was their listing agent. Complainant and Respondent entered a 12-month listing agreement, but Complainant wanted to terminate after 8 months due to lack of a sale. Complainant says they executed what they thought was a Mutual Release and contracted with another agent. Respondent then stated they were still under contract, demanded to be paid back for costs Complainant says they did not agree to and asked for cancellation fees they did not agree to. Complainant also alleges Respondent took items belonging to Complainant when they removed some staging from the home. Complainant provided copies of text messages between the parties and a copy of “(MLS) Status Change and Listing Agreement Amendment Form” that Complainant thought was the “mutual release” mentioned in Respondent’s text messages.

Respondent agreed they took some curtains from the property by mistake and cleaned and returned them as soon as Complainant contacted them and confirmed they were not part of the staging items owned by Respondent. As for the costs requested by Respondent, they stated they had recommended a painter to Complainant early in their agency relationship, and when that painter made a mistake Respondent contributed money toward the rooms being re-painted. They were willing to do that if they had the sale, but once that was no longer an option they asked to be reimbursed for the costs of staging and photography. Respondent stated the Complainant asked for the release at least 3 weeks after they asked for the MLS listing to be taken down and provided copies of emails and text messages where the termination of their agency agreement was discussed. Respondent’s

principal broker communicated with the Complainant from that point forward, and a mutual release that did not include the payment of any fees or costs by Complainant was executed. After reviewing the documents provided by both sides it appears this was a failure of clear communication by the Respondent but not a deliberate attempt to mislead or confuse the Complainant.

Recommendation: Letter of Warning regarding reasonable skill and care.

Commission Decision: The Commission accepted Counsel's recommendation.

58. 2025035361
Opened: 7/14/2025
Unlicensed
History: None

Complainant purchased a property from Respondent's company, then executed a Property Management Agreement with Respondent's unlicensed firm to manage the property. A copy of the contract was provided. Complainant alleged multiple violations of the contractual agreement and general poor performance by the Respondent.

Respondent's attorney reported the parties are currently negotiating an agreement to avoid litigation regarding the alleged contractual violations. Respondent did not address the unlicensed activity allegation, and they remain unlicensed.

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

Commission Decision: The Commission accepted Counsel's recommendation.

59. 2025041461
Opened: 7/28/2025
First Licensed: 12/23/2024
Expires: 12/22/2026
Type of License: Real Estate Firm

History: None

This is an administratively opened complaint. A complaint was previously opened against the Respondent for unlicensed activity, and it was closed by the Commission when it was determined the Respondent was licensed but their licensure could not be confirmed because they were advertising and operating in a name different than what was on file with the Commission.

Respondent apologized for the error and obtained a “DBA” in the assumed name and has updated their information with the Commission.

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 list the firm name, and the firm telephone number as listed on file with the Commission.

Commission Decision: The Commission accepted Counsel’s recommendation.

60. 2025011491

Opened: 3/10/2025

First Licensed: 4/27/1999

Expires: 1/8/2027

Type of License: Principal Broker

History: None

This is an administratively opened complaint for failure to supervise an affiliate due to the affiliate’s lapse of E&O insurance pursuant to Tenn. Code Ann. § 62-13-112. The affiliate’s insurance lapsed in 2017, and the program staff notified both the affiliate and the Respondent in March 2017 of the lapse in insurance and the suspension of the affiliate’s license. In March 2025 Respondent executed a broker release of the affiliate, who has not been actively licensed since 2017. The program staff in 2017 had notice of the violation and did not open a complaint against the Respondent at that time.

Recommendation: Dismiss pursuant to Tenn. Code Ann. § 62-13-313(4) which states if, upon review of the complaint or at any time thereafter, the Commission

determines that the complaint was not filed in a timely manner, the complaint may be dismissed.

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

61. **2025017851**

Opened: 4/7/2025

First Licensed: 7/24/1996

Expires: 9/24/2025

Type of License: Principal Broker

History: 2023 Consent Order for failure to supervise an affiliate due to lapse in E&O insurance; 2025 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance

This is an administratively opened complaint for failure to supervise an affiliate due to the affiliate's lapse of E&O insurance pursuant to Tenn. Code Ann. § 62-13-112. Respondent's affiliate murdered the affiliate's spouse (who was also an affiliate under the supervision of Respondent) and then took their own life in February 2025. Respondent and their staff were under a great deal of strain at the time and Respondent did not submit the broker release for the affiliate until after the 30-day grace period expired in March.

Recommendation: Letter of warning regarding failure to supervise an affiliate due to lapse of E&O insurance.

Commission Decision: The Commission voted to dismiss the complaint.

62. **2021057561**

Opened: 8/9/2021

First Licensed: 1/29/2003

Expires: 10/14/2025

Type of License: Principal Broker

History: 2021 Consent Order for failure to supervise an affiliate due to lapse in E&O insurance; 2024 Letter of Warning failure to exercise reasonable skill and care

This was an administratively opened complaint. Respondent was notified on January 29, 2021, that the affiliate's E&O insurance had lapsed, and that notice went to Respondent's primary mailing address as well as their email address. A letter addressed to Respondent's affiliate was also sent to Respondent's address, as that was the business address on file for the affiliate. Respondent's affiliate renewed their E&O insurance in May 2021, and Respondent was issued a \$200 civil penalty. In working to close outstanding cases, Counsel contacted Respondent related to this matter and notified them that the civil penalty is still outstanding. Respondent asks that the complaint be dismissed.

Respondent stated that they released the affiliate in December 2020 and should not be responsible for the former affiliate's lapse of E&O insurance. Respondent signed a release on December 2, 2020, prior to the lapse of insurance, and emailed the Department's help desk that same day stating that the affiliate had been released. It is possible that a lack of follow-up by both sides in 2021 resulted in the civil penalty being assessed against Respondent, and out of an abundance of caution Counsel asks that the Respondent be issued a letter of warning and the complaint closed.

Recommendation: Letter of warning regarding failure to supervise an affiliate due to lapse of E&O insurance.

Commission Decision: The Commission accepted Counsel's recommendation.

CASES TO BE REPRESENTED

- 63. 2025017271**
Opened: 4/28/2025
First Licensed: 1/20/2016
Expires: 1/19/2026
Type of License: Affiliate Broker
History: None

Complainant alleged Respondent approached them in March 2025 offering to purchase Complainant's home. Complainant was told they would be given Two Thousand Dollar (\$2,000.00) in earnest money and further information about a closing date. Complainant was unclear on whether the closing took place but stated no additional money has changed hands and the contract for the property contained

a buyer's name they had not previously met with. Complainant seems to be alleging a lack of honesty and good faith.

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 accepted counsel's recommendation.

New Information: Respondent received the Consent Order and contacted Counsel. Respondent stated they did respond to the complaint within the ten-day period and forwarded that response to Counsel. It is dated within the required time frame and should have been saved to the file. Respondent stated they met with Complainant several times, disclosed at their first meeting they were a licensee and provided a timeline of events and copies of documents executed by the parties. Respondent stated the closing took place as planned a few days after the complaint was filed and the funds were disbursed to Complainant.

New Recommendation: Dismiss.

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

Aerial Carter

New Complaints:

**64. 2025043561
Opened: 8/19/2025
First Licensed: 1/24/2007
Expires: 2/14/2027
Type of License: Principal Broker
History: None**

The Complainant is a Tennessee resident and renter. The Respondent is a Principal Broker. The Respondent's company managed the property that the Complainant rented. During a move out inspection, the Respondent stated that there was damage, and they requested an invoice. A third-party company assessed the damage and Four Hundred Fifty-Three Dollars (\$453.00) was deducted from their security deposit.

The Complainant asked for a detailed invoice but was not provided with one. It is alleged that the Respondent improperly kept a portion of their security deposit and failed to provide requested documents.

The Respondent stated the accounting processing and disbursement security deposit was done properly. During the final inspection the Complainant disagreed with some of the damages. The Respondent requested that any disputed items be put in writing, which the Complainant objected to. The security deposit disbursement decision was evaluated by a third-party company with the goal of being fair to both parties.

Based on the information provided, the main issue is related to a dispute over property damage. The security deposit was timely released, excluding the amount deducted for damages. The Commission doesn't interfere with property management of properties where the responsibilities include serving as a resident manager, supervision, and exhibition of the units, collecting security deposits and rent. Here, the Respondent is a principal broker at a licensed firm. Therefore, Counsel finds that they meet the exemption under Tenn. Code Ann. § 62-13-104(a)(1)(E).

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

65. 2025023361
Opened: 5/12/2025
First Licensed: 10/6/2022
Expires: 10/5/2026
Type of License: Affiliate Broker
History: None

The Complainant made multiple allegations against the Respondent. It was alleged that the Respondent acted as more than one party in a transaction without consent of others; received or accepted undisclosed commissions; failed to disclose self-interest; engaged in unauthorized practice of law; and engaged in improper fraudulent or dishonest dealing. No additional information was provided.

The Respondent stated that they have never paid anyone a fee for business referrals and relies on their strong connection with their community. The complaint doesn't specify a property address, or names related to a specific sale, so they were unable to address all the allegations. In general, their confirmation of agency outlines their responsibilities, and they always ensure that one is signed within they submit offers. They state that the complaint is unfounded.

Here, the complaint failed to include any documentation or information related to a specific transaction or how they are involved with the respondent. It doesn't appear that the Complainant had personal knowledge and just listed a variety of violations. Based on the lack of information, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

66. 2025021751
Opened: 5/12/2025
First Licensed: 9/7/2022
Expires: 9/6/2026
Type of License: Real Estate Firm
History: None

The Complainant is a Tennessee resident and Buyer in a real estate transaction. The Respondent is a real estate firm, and an affiliate worked as the Seller's agent. The Complainant viewed a property was that was advertised as a 1,989 sq. ft. home on "nearly a full acre." They entered a binding contract. The home inspection revealed almost Forty Thousand Dollars (\$40,000.00) in repairs. The Seller agreed to reduce the purchase price by that amount. Afterwards, the property was appraised at .81 acres. A supplemental report was submitted two weeks after the initial appraisal and the Complainant noticed that the acreage decreased to .41 acres. The Complainant told their agent that this could be a deal breaker. They asked the Seller for a Fifteen Thousand Dollar (\$15,000.00) credit towards closing costs, which was rejected. They attempted to terminate the contract due to the misrepresentation of acres but was told that the Seller would pursue legal action, and they would lose their earnest money. Although they didn't want to continue, they agreed to the Seller's offer of a Five Thousand Dollar (\$5,000.00) credit towards closing costs. The complaint

alleged that they were pressured into the transaction and the Respondent advertised the incorrect acreage.

The Principal Broker submitted provided a response on the affiliate's behalf. They stated that they became aware of the incorrect acreage after the appraisal report was amended. They advised the affiliate on how to find the actual data and correct the listing so that all information was accurate. The affiliate spoke with the Complainant's agent, and all acknowledged that it was a mistake. Two days later, they were informed that the Complainant wanted Fifteen Thousand Dollars (\$15,000.00) in concessions in addition to the Forty Thousand Dollars (\$40,000.00) concessions that were already granted. The Complainant wanted to terminate the contract. However, the parties were outside of the rescission periods, and no additional contingencies were listed that would allow for termination. The Seller offered Five Thousand Dollars (\$5,000.00) in concessions to try to resolve the issue. The Complainant agreed and they proceeded with closing.

Based on the information provided, the advertised acreage was .81 but it was .41 acres. The discrepancy for the acres was only caught after the appraiser submitted their supplemental report. The Complainant's agent didn't confirm the acre amount, and the Respondent immediately corrected the listing once the mistake was discovered. It appears that the Respondent didn't intentionally misrepresent the acreage amount. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

67. 2025024651

Opened: 5/12/2025

First Licensed: 3/14/2019

Expires: 11/1/2025

Type of License: Real Estate Broker

History: 2025 Consent Order for failure to exercise reasonable skill and care in providing services to all parties in a transaction

An anonymous complaint was filed against the Respondent for "not following any of the TREC rules" for an advertisement that involved gift giving. A screenshot

showing a portion of an advertisement was attached. The advertisement was a cruise for two if clients buy or sell with the firm.

The Respondent denied violating any of the rules. They stated that the cruise incentive was part of a compliant national marketing program provided by a third-party incentive provider. They stated that the third-party incentive provider is used by many real estate professionals, and it was structured to follow all applicable rules, including fair market value, clear disclosures, and full transparency of terms. At no time was the public misled or offered a gift without proper documentation and explanation. The marketing materials clearly stated that "terms and conditions apply," with an invitation to message for full details. Additionally, no gifts were provided without proper disclosure. The response attached documentation outlining the program structure, pricing, delivery, and conditions, which were available to any participating client.

Tenn. Comp. R. & Regs. 1260-02-.33, in part, provides:

- (1) A licensee may offer a gift, prize, or other valuable consideration as an inducement to the purchase listing, or lease of real estate only if the offer is made:
 - (a) Under the sponsorship and with the approval of the firm with whom the licensee is affiliated; and
 - (b) In writing, signed by the licensee, with disclosure of all pertinent details, including but not limited to:
 1. Accurate specifications of the gift, prize, or other valuable consideration offered;
 2. Fair market value;
 3. The time and place of delivery; and
 4. Any requirements which must be satisfied by the prospective purchaser or lessor.

Here, the advertisement appears to be on social media and offered a cruise. The firm name was included in the post. The complaint didn't include any information that would indicate that a client was unaware of the pertinent details. The link for terms

and conditions was visible on the post. The documents from the incentive program attached in the response, provides an overview of how the program works. The complaint didn't specify which portion was violated just questions about how the program was funded and concerns that the "math doesn't work to give a cruise for one listing because the trip would cost more than the commission in some cases."

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

68. 2025021801

Opened: 5/21/2025

First Licensed: 1/30/2020

Expires: 1/29/2026

Type of License: Affiliate Broker

History: None

The Complainant is a Tennessee resident and Seller in real estate transaction. The Respondent is an Affiliate Broker and acted the Buyer's agent. The complaint stated that they entered a binding agreement that didn't require any contingencies, inspections, or appraisals. Four days after entering the agreement, the Complainant alleged that the Respondent allowed three different people to "jump their fence" and enter the property thirty (30) minutes early and inspect it. Later, three more people showed up to the property with the REALTOR®.

The Respondent's Attorney submitted a response on their behalf. They denied all the allegations. They stated that the purchase agreement explicitly included a four (4) business day inspection contingency. They stated that the individuals who came to the property were the prospective buyers. They admitted that the Buyers arrived thirty (30) minutes early, but it was due to a miscommunication about the time they were meeting. However, the affiliate was present to escort them. Additionally, they were told by the Complainant's agent that they should access the property through the rear entrance. There was no intent to go against the proper procedure.

The Complainant sent an email asking to withdraw the complaint and was informed that once a complaint is filed, it can't be withdrawn. Based on the information

provided, the Complainant may not have been aware of the terms of the purchase agreement. The Complainant was unaware that there was an inspection period, there were contingencies in place, or that the Buyer could enter the property with the Respondent. There was no indication that the Buyer jumped the Complainant's fence to gain access to the property but was told by the Complainant's agent that the back entrance was the correct access point. Based upon all these facts, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

69. 2025021851

Opened: 5/21/2025

First Licensed: 5/31/2013

Expires: 5/30/2027

Type of License: Affiliate Broker

History: None

The Complainant is a homeowner. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent illegally entered their property, stole from them, forged their signature, and illegally assessed tariffs on their land in Montana.

The Respondent stated that on September 14, 2024, the Complainant signed an exclusive listing agreement. They stated that they were not given a key to the property. They did visit once and took a picture of the front of the property and the Complainant was present. Over the course of the listing agreement, the Complainant's behavior became erratic and incoherent. They denied entering the home or stealing any items. They stated that there has been no involvement with law enforcement. The response included a screenshot of some of their text message conversations.

The complaint didn't include any additional documents or specific instances of what was allegedly stolen or the document that was allegedly forged. The allegation that the Respondent assessed tariffs occurred in another state and will not be discussed. Additionally, it appears that the allegations are more suitable for a criminal court. The Commission doesn't have authority over this matter. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

70. 2025022011
Opened: 5/21/2025
First Licensed: 3/30/2022
Expires: 3/29/2026
Type of License: Affiliate Broker
History: None

REC-02025022011 (#70) and REC-2025025991 (#71) are related and contain identical allegations.

An anonymous complaint was filed against the Respondent for an advertising violation. The complaint alleged that the Respondent's brokerage information hasn't been updated.

Afterwards, an agreed citation was sent by the Executive Director on May 7, 2025, to the Respondent in the amount of Five Hundred Dollars (\$500.00) for a violation of Tenn. Comp. R. & Regs. 1260-02-.12(5) for failing to have the firm name and the firm telephone number listed on file with the Commission conspicuously appear on each page of the website. The Respondent refused to sign, and it was referred to legal.

The Respondent stated they were unaware of the violation until they received an email from the Commission on May 7th. They stated that they made all the necessary corrections that same day. They stated that it was their first time transferring offices and if they were aware of any issues they would have corrected it earlier.

Counsel reviewed the materials sent in the initial complaint. There were various screenshots from Facebook, LinkedIn, Yelp, and what appears to be a search results page from Google. The initial complaint involved the Respondent's failure to update the firm information after transferring offices. Some of the screenshots reflected two dates and two firms. Counsel reviewed the Respondent's firm affiliation and the dates of affiliation. Based on the information in CORE, the Respondent was at Firm

1 from March 29, 2022, to April 1, 2025. The screenshots related to Firm 1 had the date March 8, 2025. The screenshots related to Firm 2 didn't have any dates on them.

The administrative claim that was opened by the Executive Director didn't have additional documents for review. However, the violation listed in the agreed order was for failing to have the firm name and the firm telephone number listed on file with the Commission conspicuously appear on each page of the website. Some of the screenshots provided include information from third-party websites, others from social media didn't include the entire page. Therefore, Counsel was unable to decide if a violation occurred.

However, the response indicated that changes were made after receiving notification on March 8, 2025. They also stated that they didn't receive proper notification. It is the Respondent's duty to properly update their information on CORE to ensure proper communication is sent to them. Due to the lack of information, Counsel recommends that the Respondent be issued a Letter of Warning to ensure compliance with Tenn. Comp. R. & Regs. 1260-02-.12(5) and ensure that they are aware of their duty to have updated contact information in CORE.

Recommendation: Letter of Warning.

Commission Decision: The Commission accepted Counsel's recommendation.

71. 2025025991
Opened: 6/9/2025
First Licensed: 12/12/2007
Expires: 9/12/2027
Type of License: Principal Broker
History: None

REC-2025022011 (#70) and REC-2025025991 (#71) are related and contain identical allegations.

An anonymous complaint was filed against the Respondent for an advertising violation. The Respondent is a Principal Broker. The complaint alleged that the on the Respondent's affiliates failed to update their brokerage information.

Afterwards, an agreed citation was sent by the Executive Director on May 7, 2025, to the Respondent in the amount of Five Hundred Dollars (\$500.00) for failing to properly supervise their affiliate who was in violation of Tenn. Comp. R. & Regs. 1260-02-.12(5). The Respondent refused to sign, and it was referred to legal.

The Respondent stated they were unaware of the violation until they received an email from the Commission on May 7th. They stated that they made all the necessary corrections that same day. They stated that they were supposed to have ten (10) days to make corrections to any online or marketing information before being fined. Since they were not notified until May, they don't believe that they should be responsible for the civil penalty.

Counsel reviewed the materials sent in the initial complaint. There were various screenshots from Facebook, LinkedIn, Yelp, and what appears to be a search results page from Google. The initial complaint involved the affiliate's failure to update the firm information after transferring offices. Some of the screenshots reflected two (2) dates and two (2) firms. Counsel reviewed the affiliate's firm affiliation and the dates of affiliation. Based on the information in CORE, the affiliate was at Firm 1 from March 29, 2022, to April 1, 2025. The screenshots related to Firm 1 had the date March 8, 2025. The screenshots related to Firm 2 didn't have any dates on them.

The administrative claim that was opened by the Executive Director didn't have additional documents for review. However, the violation listed in the agreed order was for failing to have the firm name and the firm telephone number listed on file with the Commission conspicuously appear on each page of the website. Some of the screenshots provided include information from third-party websites, others from social media didn't include the entire page. Counsel was unable to decide if a violation occurred and because it was recommended that the affiliate in the related complaint be issued a letter of warning. Counsel recommends that this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

72. 2025022251
Opened: 5/21/2025
First Licensed: 3/11/2014

Expires: 6/12/2026

Type of License: Principal Broker

History: None

The Complainant acted as the Buyer's agent in a real estate transaction. The Respondent is a Principal Broker and acted as the listing agent. The Complainant stated that the parties entered a binding agreement and had a ten (10) day inspection period. On the tenth day, the Complainant sent the Respondent a text message saying that they would like to terminate the contract. The next day, they emailed the mutual release form. The Respondent refused to get their client to sign and tried to incentivize the Buyer to use the Respondent to lower the price for them. They also stated that the Respondent's license expired last year.

The Respondent stated that they met the Complainant at their open house that they had for their client on March 16, 2025. The Buyer stated that they wanted to make an offer. The Respondent told the Buyer that they could assist if they weren't working with an agent. They discussed the terms, and a written offer was made on March 17, 2025. The Sellers countered but the Buyer didn't want to accept so negotiations ended. On March 19, 2025, they were contacted by the Buyer's son and was told that the Buyer wanted to submit another offer but was represented this time. On March 26, 2025, the Complainant submitted an offer on the Buyer's behalf. The contract had an agreed inspection period of ten (10) days with not resolution and special stipulation that the property be sold "as is." An inspection occurred on April 1, 2025, and three days later a repair proposal was submitted. Per the terms of the agreement, the Buyer could submit a list of objection and immediately terminate the contract or accept the "as is" condition. After four more days without notification, the Sellers withdrew from the contract.

Based on the information provided, this is primarily a contract dispute. This matter is better suited for civil court. However, Counsel finds Complainant's allegations related to unlicensed activity to be founded. According to the Respondent's CORE account, their license expired on August 13, 2024, after they failed to pay for the renewal fee. An application to reinstate their license was submitted on April 30, 2025, and approved on July 29, 2025. It appears that the Respondent's license was expired for over a year, and they engaged in a real estate transaction during this time. Therefore, Counsel recommends the 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 accepted Counsel's recommendation.

73. 2025023391

Opened: 5/21/2025

First Licensed: 7/30/2020

Expires: 7/29/2026

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 stated that on March 4, 2025, they entered a binding agreement. After inspection, they requested repairs, but they weren't completed so they terminated the contract. On March 31, 2025, near the original closing date, they were threatened with legal action. The Complainant also alleged that the Respondent failed to disclose that they had a personal interest or that a fire occurred in the home.

The Respondent and their managing broker submitted a collaborative response. They stated that the parties entered a binding agreement on March 5, 2025, and the next day the personal interest disclosure form was signed by the prospective seller and Complainant. The prospective seller stated that they had no knowledge of fire or smoke damage at the property. Additionally, the home inspection was completed, and no mention of a fire was made on the repair amendment. The closing date was scheduled for April 1, 2025, but the parties agreed to close one day early. The prospective sellers trusted that all repairs were completed March 29, 2025. On March 31, 2025, the Complainant did their final walkthrough and discovered the repairs weren't complete. The Complainant signed all the lender documents and created an amendment to hold Twenty Thousand Dollars (\$20,000.00) of the proceeds in escrow, without mutual agreement. When the prospective seller went to closing, they refused to sign the amended document. They did teach out to their attorney and discussed potential legal options. Ultimately, the prospective sellers agreed to release the Complainant from the contract and return their earnest money.

The Complainant alleged a breach of contract. This matter is better suited for civil court and will not be discussed further. The complaint alleged that the Respondent failed to disclose a personal interest in the property. The form disclosed that the seller was an immediate family member. Based on the information provided, the Complainant signed the contract on March 4, 2025, at 5:00 p.m. Their agent signed on March 5, 2025, at 11:12 a.m. A personal interest form was submitted and signed by the prospective seller on March 5, 2025, and the Complainant signed on March 6, 2025. Here, it appears that the personal interest form was signed after the parties entered a binding agreement. Under Tenn. Code Ann. § 62-13-403(7)(A), a licensee can't act on behalf of an immediate family in which they have a personal interest without prior disclosure of the interest and the timely written consent of all parties to the transaction. The Complainant stated that they were unaware of the personal interest until after the contract was signed. The response addressed the timely disclosure but didn't mention prior disclosures. Counsel finds this allegation to be founded.

Lastly, the Complainant alleged that the Respondent failed to disclose previous fire damage. Under

Tenn. Code Ann. § 62-13-406(c), there shall be no imputation of knowledge or information among or between clients and any designated agent.

Based upon all these facts, Counsel recommends the Respondent be issued a Letter of Warning to ensure compliance with their duty to disclose a personal interest as required by Tenn. Code Ann. § 62-13-403(7)(A).

Recommendation: Issue the Respondent be assessed a Letter of Warning to ensure compliance with their duty to disclose a personal interest as required by Tenn. Code Ann. § 62-13-403(7)(A).

Commission Decision: The Commission accepted Counsel's recommendation.

**74. 2025023751
Opened: 5/21/2025
First Licensed: 10/10/2013
Expires: 6/28/2027
Type of License: Real Estate Broker**

History: None

The Complainant is a real estate professional. The Respondent is a Real Estate Broker. The Complainant alleged that over the past year the Respondent has talked to two of their clients, despite knowing that they were working with an agent. The first time, Client 1 was trying to find property. They worked with the client by setting up showings and writing offers. The Client 1 then called the Respondent and let them know they had an agent, but the Respondent continued the conversation. After calling the Respondent, the Respondent promised to send a referral fee but never did. The second time occurred in 2025. Client 2 listed their property above market price. Client 2 talked to their neighbor, who referred them to the Respondent. The Respondent allegedly told Client 2 that they should list with them and that they had some different ideas on how to get the property sold.

The Respondent denied any unethical behavior. Client 1 asked about the Respondent potentially listing their property. The Respondent asked if they were represented. Client 1 stated that the Complainant was helping them buy property but was not helping list their home. They signed a listing agreement with the Respondent, which was later terminated after Client 1 decided to take their home off the market. For Client 2, they stated that the Complainant was going to release them. The Respondent told them that they couldn't assist them until it was terminated. They did have a conversation of what they could offer as a listing agent. Once Client 2 was released, they began working with them to list the property.

The Commission doesn't get involved with the settlement of debts between firms, brokers, and/ or affiliates. Therefore, the referral fee dispute will not be discussed further. Neither party included an exclusive agreement. However, the ethical violations are better suited for their local real estate association. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

75. 2025023781

Opened: 5/21/2025

First Licensed: 5/5/2015

Expires: 5/4/2027

Type of License: Affiliate Broker

History: None

The Complainant is a Tennessee resident and prospect buyer in a real estate transaction. The Respondent is an Affiliate Broker. The parties entered a binding agreement in February 2025. The contract required that all repairs be completed two days before closing. The sale was contingent on the final inspection. The inspection revealed defects, so they wanted to terminate the contract, but the seller refused to return their earnest money. Eventually they were able to terminate the contract, but found out that the individuals hired to complete the repairs were done by unlicensed contractors. The Complainant alleged that the Respondent engaged in fraudulent behavior by intentionally hiring unlicensed contractors.

The Respondent denied engaging in any fraudulent behavior. The parties entered a binding agreement on February 6, 2025. The Complainant had a 10-day inspection period and three-day resolution period to until February 27, 2025. On February 12, 2025, they received the request for repairs and obtained bids and offered to have the repairs completed after closing with a contractor of their choosing. They agreed to have the seller make the repairs and the work was completed. They relied on the expertise of professionals to complete the required tasks. When the repairs weren't done, they contacted them to finish the outstanding tasks. The work wasn't done to the Complainant's satisfaction, so another contractor was hired. The Complainant's issue was that mold was present. They attempted to tell the Complainant via their agent that no mold or fungal test was done, the report was just relying on sight. But the sellers offered One Thousand Dollars (\$1,000.00) to try to come to a resolution. On April 8th they received a mutual release form about an hour before the scheduled closing due to complaints with the mold and uneven floors, which weren't properly reflected in the repair amendment. A mutual release form was signed by all parties on May 4, 2025. The response also noted that the contract didn't specify whether the work had to be done by a licensed professional.

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, Counsel believes that, and the Respondent should not be responsible for any misrepresentations made by the contractors related to their license status. Additionally, it appears that the Respondent acted in good faith to find individuals to complete. Based upon all these facts, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

76. 2025024031
Opened: 5/21/2025
First Licensed: 8/4/2006
Expires: 8/3/2026
Type of License: Affiliate Broker
History: None

The Complainant is a Tennessee resident and loan officer. The Respondent is an Affiliate Broker and represented the Buyer in a real estate transaction. The Complainant stated that their neighbor found out that they were a loan officer. They sent the Buyer a loan estimate. The Buyer said they wanted to go with the Complainant's estimate because it was a better rate and had similar closing costs. The Buyer signed the disclosures and let the Respondent know that they would be changing lenders. The Respondent told the Buyer they were too far into the process. The Respondent told the Buyer that if they switch lenders that the contract would be terminated. The Respondent then called them and told them to stop interfering with their contract. The complaint alleged that the Respondent acted unprofessionally and falsely advised the Buyer against using them as a lender.

Respondent stated that when they first met the Buyer, they didn't have a loan pre-approval or a preferred lender. They referred the Buyer to a trusted lender. After receiving an approval letter, the Buyer entered a binding agreement. The Seller required a solid pre-approval letter before accepting an offer. Several days into the transaction, the Complainant told the Buyer that they could change lenders at any time if they paid the appraisal fee. The Respondent stated that they are aware that they are not able to terminate the contract between the Buyer and Seller, but they did state that if they worked with a different lender that they would withdraw from the transaction. They didn't feel comfortable participating in a situation where an unrelated party was interfering with a valid and active contract. They also advised the Buyer of the potential consequences of switching lenders at that stage, including the risk that the Seller may not agree to any delays or extensions. The Complainant contacted them, and they told them stop further communication with them. The Respondent maintained that they fully acted in the Buyer's best interest and stayed professional.

Based on the information provided, the Complainant was not a party in the transaction, and attempted to get the Buyers to switch lenders after one had already been selected and approved by the Seller. There was no indication that the Buyer was dissatisfied with the lender or had an issue with the terms. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

77. 2025026211
Opened: 5/28/25
First Licensed: 10/18/2017
Expires: 10/17/2025
Type of License: Affiliate Broker
History: None

The Complainant is an out of state resident. The Respondent is an Affiliate Broker. The Complainant stated that on April 4, 2025, they contacted the Respondent about a potential referral client who was planning a move from Ohio to Tennessee. They ended up referring their client to a different agent. The next day, a social media post was made on a private neighborhood group page that referred to a family thinking about moving to Ohio. Their client commented on the post and included the Complainant's resources. The Respondent was tagged in the comment. They stated that they contacted the client ad within a day, the Respondent signed a listing agreement with their client. The Complainant alleged that the Respondent didn't honor a referral agreement and violated ethical standards.

The Respondent stated that when the Complainant contacted them about the potential referral, they didn't provide the client's name, address, or facilitate an introduction. They only discussed the neighborhood. They informed the Complainant that they lived in that neighborhood and believed their expertise would be valuable. They were informed via text that the Complainant referred another agent. They stated that they connected with the client independent from the Complainant. Their services were recommended on a social media post, and they connected with the client without the assistance of the Complainant.

Under Tenn. Code Ann. § 62-13-603, it is unlawful for any person or entity to solicit or request a referral fee from a real estate licensee without reasonable cause. Reasonable cause doesn't exist unless the party seeking the referral fee introduced the business to the real estate licensee from who the referral fee is sought and they are in one of the following conditions: a sub-agency relationship, contractual referral fee relationship, or contractual cooperative brokerage relationship.

Here, Counsel didn't find that reasonable cause was established because the Complainant didn't introduce the Respondent and the client nor did any of the enumerated conditions apply. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

78. 2025026511

Opened: 5/29/25

First Licensed: 5/8/2002

Expires: 3/16/2026

Type of License: Principal Broker

History: 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; 2023 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; 2024 Consent Order for failure to respond to a complaint; 2024 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; 2025 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2025 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2025 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2025 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2025 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance; 2025

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

The Complainant is a Tennessee resident and buyer in a real estate transaction. The Respondent is a Principal Broker, and their affiliate was the seller's agent. The Complainant alleged that the Respondent contacted them after closing and illegally requested that they return uncontrolled, expired medication that was left in the home by the seller.

The Respondent stated that the seller accidentally left toiletries the previous day and asked that they be returned. The seller couldn't get in touch with the affiliate. The affiliate called the Respondent and was at the property with the Complainant. They asked them directly if they could return the medication. The Complainant refused and stated that if the sellers or affiliate came to the home then they would call the police. The requested that the medication be left on the porch or curb and was denied.

Based on the information provided, the incident is not related to a real estate transaction and occurred after closing and involved the return of medication left by the seller. This matter is not within the Commission's jurisdiction. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

79. 2025026721
Opened: 5/29/25
First Licensed: 2/13/2014
Expires: 4/11/2027
Type of License: Principal Broker
History: None

The Complainant is a real estate professional. The Respondent is Principal Broker. The Complainant was an affiliate with the Respondent's firm. They stated that the Respondent's license expired on April 11, 2025. As a result, the firm was suspended from operating as a brokerage. However, they weren't notified of the suspension until May 12, 2025. The Complainant alleged that the Respondent operated on an expired license.

The Respondent stated that their license was briefly expired due to an Errors and Omissions (E&O) documentation issue. They stated that they timely submitted the E&O insurance information but failed to pay the reinstatement fee. They were made aware of the lapse on May 13, 2025, and they immediately paid the penalty to get back into compliance. They stated that they were unable to provide notice to their affiliates because they were unaware of the lapse.

Counsel reviewed the Respondent's CORE account. On January 5, 2025, the Respondent was notified that it was time to renew their license, which was set to expire on April 11, 2025. On January 31, 2025, the Respondent was notified that their license expired due to a lapse in E&O insurance. On May 14, 2025, the Respondent paid the E&O suspension fee, and their license was reinstated two days later.

Based on the information, The Respondent operated a Principal Broker on an expired license. Counsel recommends the 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 accepted Counsel's recommendation.

80. 2025026751

Opened: 5/29/25

First Licensed: 7/31/1997

Expires: 5/29/2026

Type of License: Affiliate Broker

History: 2018 Letter of Warning for failure to exercise reasonable skill and care

The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent engaged in unethical behavior by repeatedly calling their number using an automated system. The complaint included a screenshot of a call log.

The Respondent stated that they didn't use an automated system, but they didn't intend to call the Respondent. They attempted to reach prospects within the same city as them and called the wrong number. They stated that they didn't speak with the Complainant or receive a request from them not to contact them. They stated that they would have deleted the Complainant's number since they were the incorrect person.

The screenshots show five missed calls that occurred on approximately a weekly to bi-weekly basis, with the last dated call on May 6, 2025.

Based on the information provided, the complaint isn't related to a real estate transaction. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

81. 2025027981
Opened: 5/29/25
First Licensed: 11/1/2016
Expires: 10/31/2026
Type of License: Affiliate Broker
History: None

The Complainant is an out of state resident. The Respondent is an Affiliate Broker. The complaint stated that they rented a condo owned by the Respondent on VRBO. When they arrived, they stated that the television didn't work, and the mattress of the bed squeaked so much because the springs had no padding. The Complainant alleged that the Respondent was not ethical with their rentals.

The Respondent stated that the Complainant was a problematic guest and denied any unethical behavior. Based on the information provided, The Respondent owned the vacation rental property and is not required to have a vacation lodging service license. The rental doesn't appear to relate to the real estate transactions or firm Counsel doesn't believe that the allegations implicate any violation of the Commission's statutes, rules, or regulations. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

82. 2025028301

Opened: 5/29/25

First Licensed: 3/26/2014

Expires: 3/25/2026

Type of License: Affiliate Broker

History: None

The Complainant is a Tennessee resident and homeowner. The Respondent is an Affiliate Broker. On October 16, 2024, the Complainant purchased a parcel of land listed by the Respondent. The property was described as having a paved roadway. Based on verbal assurances made by the Respondent, they believed that the driveway would be sufficient for development access. The assurances heavily influenced their decision to purchase the property. In April 2024, they were informed by the local city government that a full public road must be constructed before developmental permits could be issued. They attempted to contact the Respondent but didn't receive a response. In May 2025, the Complainant met with their local city engineer and was told that the Respondent knew a public road was required to develop the parcel. They assert that the Respondent failed to investigate, verify, or disclose the information. The Complainant alleged that the Respondent failed to disclose material facts.

Respondent stated that when they listed the property, it was a lot number, and the Complainant was later assigned an address. The property was part of an estate that was sold by the owner's family members after the owner's death. They never met the owner. They denied making any assurances, verbal or otherwise regarding the road requirements. They stated that they had no knowledge of the road requirements and stated it would need to be confirmed with the city or a licensed builder. They also stated that the MLS listing didn't include any language that indicated the property had a paved roadway.

The Complainant submitted a rebuttal to the response. The stated that the Respondent told their agent that the property would need a driveway. When asked about the cost the Respondent stated "I have no idea on the road. I wouldn't even know where to begin." They asserted that the Respondent never suggested verifying with the city or advised them about development feasibility. Additionally, the stated

that the local city engineer stated that the owner was told, prior to their death, that a public road would be required. They stated the information should have been disclosed or confirmed by the Respondent.

Based on the information provided, the Respondent didn't have knowledge related to the development requirements. Under Tenn. Code Ann. § 62-13-406(c), there shall be no imputation of knowledge or information among or between clients and any designated agent.

Here, it would be difficult for the Respondent to communicate with the owner, and it is unlikely that they would be aware of restrictions on a parcel of land. Additionally, the Complainant was represented. Per the purchase and sale agreement, a feasibility study contingency was in place. The Buyer had a chance to review all aspects of the property, and their agent had a duty to advise them of that right. Screenshots of text messages between the agents indicate that the Respondent was unaware of the restrictions.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

83. 2025028761
Opened: 5/29/25
First Licensed: 2/6/1985
Expires: 7/15/2027
Type of License: Affiliate Broker
History: None

The Respondent is an Affiliate Broker. The Complainant alleged that the Respondent harassed another REALTOR®, who was chosen to list their deceased in-laws' house. They stated that the Respondent harassed them so much that they had to block them on social media and had to take down the listing so they could contact a lawyer. No additional information or documentation was provided.

The Respondent denied the allegations. They stated that they were employed by an individual who was one of the executors of the estate (Executor). They noticed the

property was listed but had not given their consent. The Executor asked the Respondent to reach out to the listing agent. Since there were multiple executors for the property, the listing agent decided to pull the listing. They stated that the only sent the listing agent one text and never contacted them on social media or harassed anyone.

Counsel finds Complainant's allegations related to harassment to be unfounded. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

84. 2025029011

Opened: 5/29/25

First Licensed: 6/3/2016

Expires: 6/2/2026

Type of License: Affiliate Broker

History: 2022 Agreed Citation for advertising violation

The Complainant is a Tennessee resident. The Respondent is an Affiliate Broker. Complainant alleged that the Respondent took advantage of them after they became blind in 2019. The complaint stated that they sold their parent's house along with their two siblings. The property sold for \$180,000 and it was supposed to be split three ways. They stated that they never received their money or had their name added to the title.

The Respondent stated that they represented the Complainant and their two (2) siblings in the sale of the property. The parties went under contract on July 5, 2021, and closed on August 19, 2021. They title company handled all the disbursement and all parties were given copies of the documents. There was a discussion of purchasing a different property and the title company had a gift letter for one of the siblings from the Complainant. To their knowledge, they all agreed to put the money in one account and divide it later. However, they had nothing to do with that and haven't had contact since closing.

Based on the information provided, the main issue is between the clients and a failure for the disbursement amongst themselves and is better suited for criminal and/or

civil court. Additionally, the complaint is outside of the two-year limitation under Tenn. Code Ann. § 62-13-313(e). Therefore, Counsel recommends this matter be dismissed

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

85. 2025024821
Opened: 5/28/25
Unlicensed
History: None

The Complainant is a licensed real estate professional. The Respondent is unlicensed. The Complainant alleged that they received a call from an individual who stated that the Respondent was using the Complainant's name and license number to fraudulently purchase property. The Complainant stated they don't know the individual or the Respondent and wanted to make the Commission aware of the scam.

The Respondent didn't provide a response, and the notice sent came back as undeliverable.

Counsel was able to find a website that it believed to be the Respondent's website. They advertise that they have "Twenty years of experience in association management for timeshare resorts, condos, townhomes, and single-family homes. Focusing on our customer's unique challenges. Creating a great place to call home." Counsel was unable to locate a firm license for the Respondent and the website didn't have any firm information.

Based on the information provided, Counsel recommends the 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 accepted Counsel's recommendation.

86. 2025025591
Opened: 5/29/25
First Licensed: 4/17/2015
Expires: 2/10/2026
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 Seller's agent. On November 15, 2024, the Complainant purchased property from the Seller. Repairs were completed by the Seller, who they believed was a licensed contractor. Based on that belief, they commissioned additional services such as building dog houses and fences at the property. The Complainant later found out that the Seller was not a licensed contractor and the Respondent knew that.

They stated that the Sellers failed to fulfill their obligations under the purchase agreement. They stated that incurred around Sixty-Five Thousand Dollars (\$65,000.00) in damages.

The Respondent stated that they were the listing agent and exclusively represented the Seller. They stated that the Complainant and Seller had a separate side agreement that was negotiated without them. They stated that they fulfilled all their contractual duties and deny any ethical violations.

Based on the information provided, the Complainant and Seller had a contract to construct a doghouse and fences. The Seller was to do the work, but it wasn't complete at the time of closing or after. There appears to be a dispute related to the payment of the additional services. Based upon all these facts, this appears to be a contract dispute and is better suited for civil court. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

87. 2025026611
Opened: 6/2/2025
First Licensed: 4/16/2015
Expires: 4/15/2017 (Expired)
Type of License: Time Share Salesperson
History: None

An anonymous complaint was filed against the Respondent. The Complainant alleged that the Respondent was arrested for shoplifting multiple times and is in control of many owners' confidential information. They stated that the Respondent has a position as the director of sales.

The Respondent is unlicensed and didn't provide a response.

Counsel attempted to confirm the Respondent's employment information. The timeshare company mentioned in the complaint is part of a larger organization. Counsel was unable to confirm the Respondent's employment. Since the complaint is anonymous, Counsel was unable to get additional information related to their interaction with the Respondent.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

88. 2025028251
Opened: 6/2/2025
First Licensed: 1/22/1988
Expires: 10/9/2025
Type of License: Affiliate Broker
History: None

The Complainant filed a complaint against the Respondent for misconduct and dishonest dealing. The Respondent is an Affiliate Broker. The Complainant is the ex-husband in a divorce settlement. They stated that they are the lawful owner of the property listed by the Respondent. They stated that the property was processed without proper notice and had to file in Bankruptcy Court. The complaint alleged

that the Respondent colluded with the title company, buyer, and the closing attorneys to sell their house at a grossly undervalued price of Two Hundred Ninety Thousand Dollars (\$290,000.00) despite fair market value being Three Hundred Sixty-Four Thousand Dollars (\$364,000.00).

The Respondent's Attorney provided a response on their behalf. The Respondent stated that the property was subject to a final judgment in divorce court. The decree stated that their client, the ex-wife will decide the listing and sales price. The Complainant was required to cooperate with the sale of the marital residence, including the signing of any necessary documents, producing any documents to effectuate the sale, and showing the residence with the chosen REALTOR®. The Respondent was contacted on October 4, 2024, and proceeded according to the final decree. The marital property was to be sold within thirty (30) days of the final decree.

The property received two offers, but both were refused due to the time limit related to the pending foreclosure. The bankruptcy court approved the pending sale of the marital property for Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) if the contract concluded. If the pending contract falls through, the bankruptcy court held that the property could be sold at a price of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) or above. The bankruptcy court noted that all other rulings made in the final order should be followed. When the Complainant filed in bankruptcy court, it made prospective purchasers hesitant due to the time it would take to approve the sale through the bankruptcy court. After receiving a couple of verbal offers, on or about April 19, 2025, another offer was made for Two Hundred Ninety Thousand Dollars (\$290,000.00). The offer was rejected and with the Respondent's help, the purchase price increased to Three Hundred Thousand Dollars (\$300,000.00). The Respondent asserts that the Complainant's issue is with the Three Hundred Thousand Dollar (\$300,000.00) contract. However, the ex-wife had the authority under the final decree of divorce to both set the listing price and sales price is not a violation of either Tenn. Code Ann. § 62-13-403 or Tenn. Code Ann. § 62-13-312(b).

Counsel reviewed the documents submitted in the response and rebuttal. Based on the information provided, the sale of the marital property was to be determined by the ex-wife. The parties signed purchase and sale agreements that included the Complainant's signature. The issue was related to the price, which was to be set by the ex-wife. The bankruptcy court provided a range for an appropriate contract price. Counsel finds Complainant's allegations related collusion of the Respondent and other parties to sell the property at a low price to be unfounded. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

89. 2025034321

Opened: 7/22/2025

First Licensed: 7/6/2021

Expires: 7/5/2027

Type of License: Real Estate Firm

History: None

REC-2025034321 (#89) and REC-202502391 (#90) are related and contain different perspectives on the same real estate transaction and involves the same individuals.

The Complainant was an unrepresented Buyer in a real estate transaction. The Respondent is a real estate firm. the Principal Broker (Respondent in REC-202502391) and Affiliate acted as co-listing agents. On March 20, 2025, several parcels of land were placed listed for sale. The Complainant saw the listing on a third-party listing site. The Complainant asked why the price was so low for almost five acres and was told that it was because the Seller was going through a divorce, and they just wanted to sell it. They attempted to view the property, but it was locked. However, they ran into someone who later turned out to be the Buyer and was told that someone might come around telling "stories" about one of the tracts of land. But they shouldn't believe them because it's not a sinkhole. On the day of closing, they spoke with the Complainant who stated that they directly told the agents at the firm about the sinkhole. The Complainant stated that they were never told by anyone on the Seller's side that there was a potential sinkhole. They were aware that a "perc test" was done at the front of the property but it didn't pass. They were also told that in a property of that size it would/should pass for a smaller structure. They stated that they intended to build their home "off the grid" so they weren't too concerned with the perc test. Had they known about the sinkhole, they would have never purchased the property. The complaint alleged that the Respondent engaged in fraudulent activity and intentionally misrepresented the parcel despite being warned multiple times.

The Principal Broker stated that they co-listed the property with Affiliate, but Affiliate was the point person on the listing. The Principal Broker stated that on April 1, 2025, the Complainant called them while they're in a meeting said but said they could text. The Complainant told them about the sinkhole on the property that the firm listed. They informed the Complainant that they were unaware of any sinkholes on the property. The Complainant stated that they knew that there were sinkholes on the property because they also had some on theirs. The Principal Broker told the Complainant that they would have Affiliate check out the claim and ask the Seller if they were aware of any sinkholes that needs to be disclosed. The Seller stated that there was nothing to disclose, and they had no knowledge of a sinkhole. They stated that Affiliate made the Buyer aware of the failed percolation test internal survey of the property and was satisfied with the results. They stated that the Buyer also had an opportunity to speak with the Seller about the claims that were made by the Complainant. Their understanding was that the Buyer was excited to close on the property and the plans that they had will not be affected by the percolation test or other claims regarding sinkhole. The Respondent denied any fraudulent conduct and asserted that all material facts that were known were disclosed.

Affiliate stated that prior to the property being listed, they were contacted by an individual interested in the property. The individual's father owned the adjoining property and said that the Seller should accept the offer because the property was covered in sinkholes. The Seller didn't accept the offer and stated that they had no actual knowledge of any sinkholes. The Complainant contact them within hours of the property being listed. The Complainant expressed interest in the property and wanted to make a full price case offer with no inspection or financial contingencies. After signing the contract, the Complainant asked for additional pictures, which they took, and while on the property they didn't experience any sinkholes. At closing, the Seller stated that they were unaware of any sinkholes. Affiliate maintained that they disclosed all material facts.

Under Tenn. Code Ann. § 62-13-403, licensees who provide real estate services in a real estate transaction shall disclose to each party to the transaction any adverse facts of which the licensee has actual notice or knowledge. Here, the Respondent asserted that they disclosed all known material facts and even discussed the sinkhole concerns with the Buyer. However, the Buyer stated that they were never told of any problems. Neither party included documents from the transaction, but the Principal Broker and Affiliate both admitted to knowing about the sinkhole allegations and stated that they

reason they didn't amend the property disclosure form is because there was no "actual knowledge" that sinkholes were on the tract of land.

Generally, there shall be no imputation of knowledge or information among or between clients and any designated agent. However, Counsel believes that due to the repeated notifications by the neighbor (Complainant in REC-2025023911) and the fact that the Complainant wasn't represented, the Affiliate and the Principal Broker had a duty to ensure no defects existed in any recorded document. The current complaint is against the firm, but based on the information provided in both, REC-205034321 and REC-2025023911, Counsel's recommendation would be as follows:

Close REC-205034321 against the firm; and

Administratively Open

Administratively open a complaint against Affiliate for potential violations of Tenn. Code Ann. § 62-13-403; Tenn. Code Ann. § 62-13-405, and Tenn. Code Ann. § 62-13-407; and

Civil Penalties against Principal Broker

Assess a civil penalty against the Principal Broker for failing to properly supervise Affiliate.

Assess a civil penalty against the Principal Broker in REC-202523911 for failing to exercise reasonable skill and care, in violation of Tenn. Code Ann. § 62-13-403(1);

Assess a civil penalty against the Principal Broker for failing to disclose to each party to the transaction any adverse facts of which the licensee has actual notice or knowledge, in violation of Tenn. Code Ann. § 62-13-403(2);

Assess a civil penalty against the Principal Broker for failing to verbally disclose any adverse facts known about the property, in violation of Tenn. Code Ann. § 62-13-405(a);

Assess a civil penalty against the Principal Broker for failing to provide the disclosure of agency with an unrepresented buyer, in violation of Tenn. Code Ann. § 62-13-405(b).

Counsel believes other possible violations could include Tenn. Code Ann. § 62-13-407 for misrepresentations made by a licensee; Tenn. Code Ann. § 62-13-403(4) for failing to act in good faith.

Counsel would like the Commission to discuss this matter to determine if any violations have occurred. If the Commission determines a violation/violation(s) have occurred Counsel would like to discuss the appropriate disciplinary action.

Recommendation: Discuss.

Commission Decision: The Commission voted to dismiss the complaint.

90. 2025023911
Opened: 6/2/2025
First Licensed: 6/26/2013
Expires: 5/11/2027
Type of License: Real Estate Broker
History: None

REC-2025034321 (#89) and REC-2025023911 (#90) are related and contain different perspectives on the same real estate transaction and involves the same individuals.

The Complainant in the Tennessee resident and homeowner. The respondent is a Real Estate Broker. On March 20, 2025, several parcels of land were placed on sale on third party listing site. The Sellers failed to disclose that one of the parcels had a sinkhole and was a non-buildable site the land not being able to pass the “perk tests” of the county because of a septic tank could not be put on the property. The complaint stated that the other parcels of land were also restricted to some point such as the size of the home that could be built on the parcel, but the Complainant was only concerned with one of the tracts of land (Tract 1).

The Complainant stated put that on March 21, 2025, they noticed a sign placed on the property. They called the firm and told the individual on the phone that they knew there was a sinkhole and asked if they were aware of it. The Affiliate stated that they would tell their boss. The Complainant stated that they were selling a piece

of property that would be illegal and fraudulent to an unsuspecting person. The Affiliate stated that there was no fraud and hung up. The Complainant contacted multiple people and told all individuals who visited the property about the sinkhole. Eventually they were given the name of the Respondent. They informed the Respondent of the sinkhole issue. However, the property sold, and they were unable to warn the Buyer prior to closing. The Complainant stated that they worked with the Buyer to talk to “some land people” and was told that no insurance company would knowingly insure a property that had a sinkhole on it. The complainant alleged that the Respondent engaged in fraudulent activity and intentionally misrepresented the parcel despite being warned multiple times.

The Respondent stated that they co-listed the property with Affiliate, but Affiliate was the point person on the listing. The Respondent stated that on April 1, 2025, the Complainant called them while they're in a meeting said but said they could text. The Complainant told them about the sinkhole on the property that the firm listed. They informed the Complainant that they were unaware of any sinkholes on the property. The Complainant stated that they knew that there were sinkholes on the property because they also had some on theirs. The Respondent told the Complainant that they would have Affiliate check out the claim and ask the Seller if they were aware of any sinkholes that needs to be disclosed. The Seller stated that there was nothing to disclose, and they had no knowledge of a sinkhole. They stated that Affiliate made the Buyer aware of the failed percolation test internal survey of the property and was satisfied with the results. They stated that the Buyer also had an opportunity to speak with the Seller about the claims that were made by the Complainant. Their understanding was that the Buyer was excited to close on the property and the plans that they had will not be affected by the percolation test or other claims regarding sinkhole. The Respondent denied any fraudulent conduct and asserted that all material facts that were known were disclosed.

Affiliate stated that prior to the property being listed, they were contacted by an individual interested in the property. The individual's father owned the adjoining property and said that the Seller should accept the offer because the property was covered in sinkholes. The Seller didn't accept the offer and stated that they had no actual knowledge of any sinkholes. The Complainant contact them within hours of the property being listed. The Complainant expressed interest in the property and wanted to make a full price case offer with no inspection or financial contingencies. After signing the contract, the Complainant asked for additional pictures, which they took, and while on the property they didn't experience any sinkholes. At closing, the

Seller stated that they were unaware of any sinkholes. Affiliate maintained that they disclosed all material facts.

Under Tenn. Code Ann. § 62-13-403, licensees who provide real estate services in a real estate transaction shall disclose to each party to the transaction any adverse facts of which the licensee has actual notice or knowledge. Here, the Respondent asserted that they disclosed all known material facts and even discussed the sinkhole concerns with the Buyer. However, the Buyer stated that they were never told of any problems. Neither party included documents from the transaction, but the Respondent and Affiliate both admitted to knowing about the sinkhole allegations and stated that they reason they didn't amend the property disclosure form is because there was no "actual knowledge" that sinkholes were on the tract of land.

Generally, there shall be no imputation of knowledge or information among or between clients and any designated agent. However, Counsel believes that due to the repeated notifications by the neighbor (Complainant in REC-2025023911) and the fact that the Complaint wasn't represented, the Affiliate and the Principal Broker had a duty to ensure no defects existed in any recorded document.

The Respondent is the principal broker for the firm, but based on the information provided in both REC-205034321 and REC-2025023911, Counsel's recommendation would be as follows:

Close REC-205034321 against the firm; and

Administratively Open

Administratively open a complaint against Affiliate for potential violations of Tenn. Code Ann. § 62-13-403; Tenn. Code Ann. § 62-13-405, and Tenn. Code Ann. § 62-13-407; and

Civil Penalties against Respondent

Assess a civil penalty against the Respondent for failing to properly supervise Affiliate.

Assess a civil penalty against the Respondent in REC-202523911 for failing to exercise reasonable skill and care, in violation of Tenn. Code Ann. § 62-13-403(1);

Assess a civil penalty against the Respondent for failing to disclose to each party to the transaction any adverse facts of which the licensee has actual notice or knowledge, in violation of Tenn. Code Ann. § 62-13-403(2);

Assess a civil penalty against the Respondent for failing to verbally disclose any adverse facts known about the property, in violation of Tenn. Code Ann. § 62-13-405(a);

Assess a civil penalty against the Respondent for failing to provide the disclosure of agency with an unrepresented buyer, in violation of Tenn. Code Ann. § 62-13-405(b).

Counsel believes other possible violations could include Tenn. Code Ann. § 62-13-407 for misrepresentations made by a licensee; Tenn. Code Ann. § 62-13-403(4) for failing to act in good faith.

Counsel would like the Commission to discuss this matter to determine if any violations have occurred. If the Commission determines a violation/violation(s) have occurred Counsel would like to discuss the appropriate disciplinary action.

Recommendation: Discuss.

Commission Decision: The Commission voted to dismiss the complaint.

91. 2025026311

Opened: 6/9/2025

Unlicensed

History: None

The Complainant is a Tennessee resident. The Respondent is unlicensed. The Complainant stated that the Respondent engaged in ethical, financial and legal violations. And as a result, they were subjected to predatory and deceptive practices. The complaint stated that they were never provided an NAR contract, despite requesting it. Instead, they stated the contract they received was a document riddled with typos and written in an unprofessional manner. A mortgage representative advised that the document was unusable and potentially fraudulent. Additionally. The Complainant stated that the Respondent referenced verbal agreements but refused to memorialize anything in writing then later refused to “honor” the deal.

An email was sent by the Respondent's attorney asking for an extension so they could provide a response. As of the submission of the legal report, no response was provided.

No information was provided regarding the type of transaction this was or what property the contract was for. It is unknown if the transaction completed. Based on the lack of information provided, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

**92. 2025027091
Opened: 5/29/25
Unlicensed
History: None**

REC-2025027091 (#92), REC-2025031621 (#94), and REC-2025027121 (#93) are related. REC-2025031621 (#94), and REC-2025027121 (#93) contain identical allegations. REC-2025027091 contains the same allegations but against a different respondent.

An anonymous complaint was filed against the Respondent for unlicensed activity. Respondent is unlicensed. The Complainant alleged that the Respondent advertised on social media that they specialize in property rentals, spanning from residential to commercial spaces.

The Respondent stated that they had no intention of violating any rules or causing concern. They were trying to support the Egyptian and Spanish speaking communities in the area. Since becoming aware of the issue, they have stopped the activity and will not continue in the future.

Based on the information provided and the Respondent's admission, Counsel recommends the 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 accepted Counsel's recommendation.

**93. 2025027121
Opened: 6/9/2025
Unlicensed
History: None**

REC-2025027091 (#92), REC-2025031621 (#94), and REC-2025027121 (#93) are related. REC- 2025031621 (#94), and REC-2025027121 (#93) contain identical allegations. REC-2025027091 contains the same allegations but against a different respondent.

An anonymous complaint was filed against the Respondent for unlicensed activity. Respondent is unlicensed. The Complainant alleged that the Respondent advertised on social media that they specialize in property rentals, spanning from residential to commercial spaces.

The Respondent stated that they had no intention of violating any rules or causing concern. They were trying to support the Egyptian and Spanish speaking communities in the area. Since becoming aware of the issue, they have stopped the activity and will not continue in the future.

Based on the information provided and the Respondent's admission, Counsel recommends the 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 accepted Counsel's recommendation.

94. 2025031621
Opened: 6/25/2025
Unlicensed
History: None

REC-2025027091 (#92), REC-2025031621 (#94), and REC-2025027121 (#93) are related. REC-2025031621 (#94), and REC-2025027121 (#93) contain identical allegations. REC-2025027091 contains the same allegations but against a different respondent.

An anonymous complaint was filed against the Respondent for unlicensed activity. Respondent is unlicensed. The Complainant alleged that the Respondent advertised on social media that they specialize in property rentals, spanning from residential to commercial spaces.

The Respondent stated that they had no intention of violating any rules or causing concern. They were trying to support the Egyptian and Spanish speaking communities in the area. Since becoming aware of the issue, they have stopped the activity and will not continue in the future.

Due to REC-2025031621 and REC-2025027121 containing identical allegations, Counsel recommends the matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

95. 2025028821
Opened: 6/9/2025
First Licensed: 9/16/2021
Expires: 9/15/2025 (Expired- Grace)
Type of License: Affiliate Broker
History: None

The Complainant was a Seller in a real estate transaction. The Respondent is an Affiliate Broker and represented the Buyer. On April 7, 2025, and April 8, 2025, the Respondent was granted access to the property. A video showed that the Respondent

arrived, unlocked the door, and left the property. Approximately eight (8) minutes later, the Buyer entered the unlocked door, without their knowledge or permission. On April 22, 2025, the Respondent was granted access to the property for an 11:00 am appointment. However, the inspector came back a few hours later. Later the same day, the Buyer entered the property, without permission or knowledge, and they stayed in the property for more than thirty (30) minutes.

The Respondent submitted a response via their Attorney. The Respondent stated on April 8th the Respondent attended the showing with one of their clients. However, the client's spouse was unable to attend. The Respondent tried to call the Complainant's agent to show the property again and allow the spouse to view the property. The Respondent didn't hear back but reasoned that since it was empty, and permission was previously granted that it would be acceptable to enter the property. The Respondent acknowledged they were wrong and apologize for the error. On April 22nd, the response acknowledged that it is their responsibility to make clear to clients that they cannot just enter a property even if it is on the date of the inspection or even if they are under contract to purchase the property. After the entry issues occurred, The Respondent was notified and communicated clearly to their clients. There were no further issues. The Respondent stated that their principal broker required them to complete a comprehensive review of compliance with Tennessee Law, TREC Rules, and national, state, and local, trade organization standards of practice, all under their direct supervision.

Based on the information provided and the Respondent's admission, the Respondent failed to exercise reasonable skill and care, in violation of Tenn. Code Ann. § 62-13-403(1) when they allowed unauthorized entry to the Complaint's property.

Counsel recommends that the Respondent be assessed a Civil Penalty of Two Hundred and Fifty Dollars (\$250.00) failing to exercise reasonable skill and care when they allowed unauthorized entry to the Complaint's property by a prospective buyer on April 8, 2025; the Respondent be assessed a Civil Penalty of Two Hundred and Fifty Dollars (\$250.00) failing to exercise reasonable skill and care when they allowed unauthorized entry to the Complaint's property by a prospective buyer on April 22, 2025; the Respondent be assessed a Civil Penalty of Two Hundred and Fifty Dollars (\$250.00) failing to exercise reasonable skill and care when they allowed unauthorized entry to the Complaint's property by the home inspector on April 22, 2025.

Recommendation: Assess the Respondent a total Civil Penalty of Seven Hundred and Fifty Dollars (\$750.00) for failing to exercise reasonable skill and care in violation of Tenn. Code Ann. § 62-13-403(1) for the following actions:

Assess a Civil Penalty of Two Hundred and Fifty Dollars (\$250.00) failing to exercise reasonable skill and care when they allowed unauthorized entry on April 8, 2025;

Assess a Civil Penalty of Two Hundred and Fifty Dollars (\$250.00) failing to exercise reasonable skill and care when they allowed unauthorized entry to the Complainant's property by a prospective buyer on April 22, 2025;

Assess a Civil Penalty of Two Hundred and Fifty Dollars (\$250.00) failing to exercise reasonable skill and care when they allowed unauthorized entry to the Complainant's property by the home inspector on April 22, 2025.

Commission Decision: The Commission accepted Counsel's recommendation.

**96. 2025029401
Opened: 6/9/2025
First Licensed: 7/2/2020
Expires: 7/1/2026
Type of License: Affiliate Broker
History: None**

The complainant is a Tennessee resident and homeowner. The Respondent is an Affiliate Broker. On May 21, 2025, the Complainant noticed a vehicle in the parking lot of a bank. When they went to look, they noticed a sign advertising the REALTOR®. On May 22, 2025, the Complainant noticed the Respondent's sign in their yard. The Respondent was asked to get the sign out of their yard because it made it look like their property was for sale. The Respondent stated that they would get the sign, but after 40 minutes, the sign was still there

The Respondent's principal broker submitted a response on their behalf. On May 22nd, the office received a call asking to speak with the Respondent. The Complainant became verbally aggressive and wanted the sign removed. The Respondent confirmed the sign's location and stated that the area it was placed was

owned by the city. They did acknowledge that the sign should have been a directional sign instead of a “for sale” sign. The Respondent offered to remove the signs but after continued hostile language, the Respondent felt it was unsafe to go to the location. Shortly after the call, the Respondent received a call from the Complainant’s fiancé who addressed them in a calmer tone and offered to bring the sign to the Respondent’s house. The Respondent later went to the property but saw that the sign had already been removed.

Based on the picture provided in the complaint, the sign would be on public property as it was located beside a stop sign. There was also a hedge between the street and the property believed to belong to the Complainant. It is unlikely that someone would believe the Complainant’s property was for sale. A redacted copy of the picture showing the sign’s location is attached.

Counsel finds that the sign was not placed on the Complainant’s property. Additionally, the Respondent attempted to quickly remove the sign after they received the request, but they were only given a few hours to comply before the complaint was filed.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel’s recommendation.

97. 2025029571

Opened: 6/9/2025

First Licensed: 9/13/2002

Expires: 12/7/2025

Type of License: Principal Broker

History: 2024 Consent Order for failure to supervise an affiliate due to lapse in affiliate’s E&O insurance

The complaint was a referral from another government agency. The Complainant was a prospective Buyer in a real estate transaction. The Complainant stated that they were under contract to purchase a house. Their agent contacted the Respondent about the status of the repairs. They were informed that they needed to schedule the inspection, and the Respondent would ask the Seller to make the repairs. The

Complainant paid for the inspection in good faith. The Seller and inspector communicated about the report and the repairs to be made. However, the Respondent re-listed the property while they were actively under contract. The Complainant requested refund for the home inspection they paid for.

The Respondent is a Principal Broker. The Respondent stated that the parties entered a binding agreement on March 28, 2025. The purchase and sale agreement included requests for a new metal roof, dishwasher, and two door facings. After the inspection, the Complainant submitted a repair/ replacement proposal along with five pages of findings from the inspection report. In addition to the repairs, the Complainant requested a price reduction in the amount of Thirty-Five Thousand Dollars (\$35,000.00). The Seller rejected the offer because they had already reduced the price by Twenty-Five Thousand Dollars (\$25,000.00) and completed a significant roof replacement, as requested by the Complainant. After the repairs were rejected, they contacted the attorney to cancel the scheduled closing. Afterwards, the Complainant decided to put the property back on the market.

Based on the information provided, the contract was terminated after negotiations failed. The Commission doesn't have the authority to issue refunds. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

98. 2025029621
Opened: 6/9/2025
First Licensed: 5/12/1987
Expires: 9/9/2027
Type of License: Affiliate Broker
History: None

The Complainant stated that they sold their property in 2024. The Respondent is an Affiliate Broker and assisted them during the sale and acted as their agent. While contemplating where to live, the Respondent suggested a lease purchase option. That was the Complainant could make a down payment and lease whatever property they wanted to purchase for a specified time and at the end of the lease could make a

down payment or sell the property and recoup the down payment. They selected a townhouse and made a down payment of Thirty Thousand Dollars (\$30,000.00) to show good faith. After the inspection was completed, they discovered issues with the HVAC system and a hole in the exhaust fan. They asked for the security system to be completely wiped. They tried to get the HVAC system fixed and felt the Respondent was not being responsive, so they contacted someone to repair it. The sale of their property went well, and they went to a different title company for the lease purchase. As it got closer to the lease purchase, the Complainant asked about getting it sold. They also requested paperwork from the title company and realized the lease purchase agreement had things they hadn't agreed to such as the Seven Thousand Five Hundred Dollars (\$7,500.00) in closing, Three Hundred Dollar (\$300.00) rent credit and a statement that all the deposits were non-refundable.

The Respondent denied the allegations in the complaint. They stated that the initial sale of the Complainant's property was because the Complainant was facing foreclosure. Because of that, the Complainant didn't qualify for a standard rental and the lease purchase agreement would allow them to secure a stable home while working towards mortgage eligibility. The Complainant agreed and paid Thirty Thousand Dollars (\$30,000.00) as a down payment that would be credited at closing. The terms stated that the downpayment was forfeit if the buyer didn't close by February 3, 2026, or failed to comply with the terms of the agreement. The Complainant was able to resell the property prior to the above-mentioned date to recover the down payment. The Respondent stated that everything was explained and the Complainant agreed in writing. Since entering the contract, the Respondent made multiple late payments and refused to resell the property. The Respondent was behind on their payments and owed over Five Thousand Dollars (\$5,000.00). All requested repairs were documented in the repair/ replacement amendment.

Counsel reviewed the documents provided by both parties. Based on the information provided, the items that the Complainant stated were changed such as the Seven Thousand Five Hundred Dollars (\$7,500.00) were to be given to the Complainant at closing to go towards closing costs, prepaids, or new flooring allowance. The Three Hundred Dollar (\$300.00) rent credit was mentioned in the purchase and lease agreement. The contract also stated that the security deposit/earnest money would be forfeited if a breach occurred. The repairs mentioned in the complaint were listed in the repair agreement. Excluding those items the Complainant was responsible for repairs. All the documents were signed by the Complainant.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

99. 2025029661

Opened: 6/9/2025

First Licensed: 7/21/2006

Expires: 4/18/2027

Type of License: Real Estate Broker

History: None

The Complainant is a Tennessee and Buyer in a real estate transaction. The Respondent is a Real Estate Broker and acted as the Seller's agent. The Complainant's agent requested a survey to verify property lines. They were told that only a portion of the concrete encroached, and they were not told of any easements. They didn't see the property disclosure until three days after closing. At closing, they discovered an easement between the property and their neighbor. The Complainant stated it wasn't a true easement since the neighbor across the street had access to the driveway. The title company called the Seller tried to figure out a solution to get around the easement. The Respondent suggested waiting to close. The Complainant alleged that the Respondent engaged in fraudulent activity by not disclosing the easement until closing.

The Respondent stated that the Complainant's agent contacted them a few weeks before closing and stated that it looked like the neighbor's back driveway was over the property line. The Respondent went to the property and agreed. The day before closing, the Complainant's agent contacted them and let them know that the property line went back about nine (9) feet further than they originally thought. The Complainant expressed that they didn't want to pay taxes on property that was unusable. The Respondent stated that they would ask the Seller to give a credit to cover the costs. The Respondent assured the Complainant and their agent that they were unaware of the easement. The Complainant advised that they like to move forward. Later that evening, the Complainant's agent asked if the Sellers would agree to a \$1,500 credit to compensate for the encroachment. At closing the Complainant's wife stated that the easement needed to be fixed so the Respondent

told the title company that they were unsure they would close that day. However, the Complainant stated that if they had the additional credit, they were good to close. Although multiple conversations were that suggested that the closing should wait until the easement could be resolved. The Complainant decided to continue with the closing. They denied and deceptive actions and admitted the mistake when it came to the easement.

Based on the information provided, the Complainant's agent exercised their due diligence to ensure the Complainant's property was accurately reflected. The Respondent had no reason to believe that an easement existed because a survey was done prior to listing the property. Once the easement was discovered, the Respondent attempted to resolve the issue. In the end, the Complainant decided to close on the property knowing that the easement existed and was not cured. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

100. 2025029851

Opened: 6/9/2025

First Licensed: 6/10/2016

Expires: 6/9/2026

Type of License: Affiliate Broker

History: None

The Complainant is a Real Estate Firm. The Respondent is an Affiliate Broker. The Respondent worked as an affiliate at the Complainant's firm. On April 22, 2025, the Respondent notified the firm that they intended to leave the company. The next day, the Respondent submitted a formal notice of intent to leave. On April 25, 2025, the Respondent acted as the Buyer's agent in a real estate transaction. On May 19, 2025, the Respondent submitted a formal request for the Complainant to release their license. The same day, a TREC 1 form was sent to the Respondent. On May 21, 2025, the Buyer contacted the brokers at the Complainant firm about moving forward with the sale. The Complainant introduced the Buyer to a new affiliate who would assist the Buyer. On May 22, 2025, the affiliate learned that the Buyers intended to purchase a new construction at a different address. The Buyer provided the affiliate with the executed documents. The affiliate gave the documents to the

Complainant. The Complainant discovered that the Respondent was on the document as the Buyer's representative. Then they attempted to have the Respondent removed and the Complainant added, the Respondent didn't respond.

The Respondent submitted a response via their Attorney. The Respondent stated on May 20, 2025; the Respondent notified the Complainant about the transaction for the Buyers for the new construction. The Respondent received confirmation from the Complainant that they received the email. The notification followed the independent contractor agreement that was signed by the parties on December 27, 2024. While the Respondent was waiting to be released, they continued to list home under the Complainant and turn in buyer contracts. They asserted that the Complainant was entitled to the contract for the first property that the Buyer was interested in but not the new construction, which was signed after the Respondent transferred firms.

Under Tenn. Comp. R. & Regs. 1260-02-.02(4), when a licensee terminates his affiliation with a firm, they shall neither take nor use any property listings or buyer representation agreements secured through the firm, unless specifically authorized by the principal broker in writing.

Here, the Respondent terminated their affiliation with the Complainant. It appears that the Respondent maintained a relationship with the Buyer after termination, and assisted the Buyer in a real estate transaction as their agent in a new contract that didn't derive from the Complainant. Based on the information provided, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

101. 2025029871

Opened: 6/9/2025

First Licensed: 1/26/2006

Expires: 1/25/2026

Type of License: Affiliate Broker

History: None

The Complainant is a Tennessee resident and tenant licensed. The Respondent is an Affiliate Broker and a leasing agent and a property rental company. The Complainant stated that they moved into an apartment. There were multiple issues with the unit such as extreme humidity and musty odors, which led to mold. The Respondent informed residents that a quarterly safety inspection would be scheduled and believed it was in connection to their mold complaint. They asked that the issue be resolved but felt that the Respondent didn't address their concerns. The Complainant also stated that the Respondent misrepresented the size of the apartment. The Complainant alleged that the Respondent engaged in unprofessional conduct and ignore hazardous conditions.

The Respondent stated denied the allegations. They stated that they take claims of mold, poor ventilation or code violations seriously. However, the Complainant didn't submit a formal complaint. For the quarterly inspection, the Respondent stated that it was set up to ensure compliance with the local codes and not in response to the Complainant's complaint about mold. The Respondent stated that the square footage was provided by the property owner and previously recorded listing. They asserted that it was the Complainant's duty to confirm the square footage before signing a lease.

Based on the information provided, the complaint is related to issues that the Complainant had with their property management company. Counsel believes that this matter meets the exemption under Tenn. Code Ann. § 62-13-104 because it involved a resident manager who managed an apartment complex whose duties are limited to supervision, exhibition of residential units, leasing or collection of security deposits and rentals from the property. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

102. 2025029931

Opened: 6/9/2025

First Licensed: 8/9/2005

Expires: 1/19/2027

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 and acted as the listing agent. The Complainant alleged that the Respondent failed to disclose relevant defects. They stated that on March 24, 2025, entered a binding agreement. The next day, an inspection was conducted, and severe cracks were found in the brick wall above the garage. The Respondent was notified, and they denied knowledge of the defect. The Complainant stated that it is unlikely that the Respondent was unaware of the defect because a foundation company informed them about the issue on March 25, 2025, that the cracks were several months old.

The Respondent stated prior to the inspection on March 25, 2025, they were unaware of the cracks in the mortar of the brick wall above the garage lintel. On the date of the inspection, the Complainant's agent reached out via email to ask if they were aware of the defect. They went to the property and saw the defect and took a picture and sent it to the Seller. The Seller said that they weren't aware of the defect. They stated that the foundation company completed the work on the property and came with a one (1) year warranty. They contacted the foundation company to ask if it could be warrantied, the inspector stated that they saw the cracks the day of their inspection but didn't include it in the report as they only focused on more structural components. The property disclosure was updated. The complaint noted that they were the third prospective buyer. The Respondent stated that on March 13, 2025, the property disclosure was updated based on the repairs requested from the first two offers. The Complainant requests Five Thousand Dollars (\$5,000.00) to repair the crack. The Seller refused to provide the credit because the purchase price was already significantly reduced. The Complainant later stated that they would withdraw their offer if the credit was not granted, and the contract was eventually terminated.

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 maintained that they were unaware of the defect. However, screenshots of text messages between the Respondent and foundation company inspector confirmed that the inspector was aware of the defect but didn't disclose it.

Based on the information provided, Counsel doesn't believe the knowledge should be imputed to the Respondent. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

103. 2025030991

Opened: 6/9/2025

First Licensed: 8/25/2020

Expires: 8/24/2026

Type of License: Affiliate Broker

History: None

The Complainant is an out of state resident. The Respondent is an Affiliate Broker. The Complainant stated that the Respondent was hired to be the property manager for a home in Tennessee. They stated that the Respondent failed to remit rent due since December 2024. As of June 2025, the Complainant stated that they were owed Five Thousand Two Hundred Dollars (\$5,200.00). They stated that the Respondent sent a tracking number, but they didn't receive the funds. The Complainant alleged that the Respondent failed to fulfill their fiduciary duties. The complaint included various documents including copies of emails between the parties.

The Respondent stated that the Complainant has been sent the funds, and the tracking number showed that it was making its way through the postal system. The included a picture of the check and the tracking number.

Under Tenn. Code Ann. § 62-13-312(b)(5), the Commission shall have the power to refuse a license for cause or to suspend or revoke a license where a licensee failed, within a reasonable time, to account for or to remit any moneys coming into the licensee's possession that belong to others.

Based on the information provided, the Respondent was hired to manage the Complainant's property. The Complainant provided documentation that they requested the money owed to them from November 2024 to April 2025. The response showed that the check wasn't sent until May 30, 2025. The tracking number showed that the Complainant received the check on or around June 10, 2025, which was signed by the Complainant. Based upon all these facts, Counsel finds that the Respondent failed to timely remit money to the Complainant in violation of Tenn. Code Ann. §62-13-312(b)(5). Therefore, Counsel recommends this matter the Respondent be assessed a civil penalty of One Thousand Dollars (\$1,000.00)

Recommendation: Assess the Respondent a Civil Penalty of One Thousand Dollars (\$1,000.00) for failing to timely remit money to the Complainant in violation of Tenn. Code Ann. § 62-13-312(b)(5).

Commission Decision: The Commission accepted Counsel's recommendation.

104. 2025031001

Opened: 6/9/2025

First Licensed: 11/8/2007

Expires: 11/7/2025

Type of License: Affiliate Broker

History: None

The Complainant was a co-owner for marital property that was to be sold as part of a divorce settlement. The Respondent is an Affiliate Broker who represented both co-owners. The Complainant stated that the parties agreed that all communication would be kept open and impartial. On April 16, 2025, the Complainant alleged that their ex-husband and Respondent discussed buying out the Complainant's half. The divorce settlement stated that if the property sold that the proceeds would be split equally and that neither party would stay in the home. The Respondent didn't mention the conversation they had with the ex-husband. The Complainant didn't feel that the Respondent was impartial, so the Complainant and their ex-husband terminated their contract with the Respondent to work with another agent.

The Respondent provided a copy of the marital dissolution agreement (MDA), which named the Respondent as the agent for the transaction. They were granted the authority to determine how the property was sold and the price. They met with the Complainant and the parties and discussed the best strategies for selling the property. They divided the property and list 50 acres with 16 acres with the house. A contract was entered for the 50-acre lot. When the parties discussed the 16-acre lot, the Respondent discussed options on the best way to sell it. The ex-husband asked about their buying options and asked about buying out the Complainant. They stated that the ex-husband was qualified and willing to buy out the Complainant and was advised that it could be a good deal for them. However, the Complainant stated they didn't feel represented. The parties signed a mutual release agreement. The Respondent maintained that they kept the interests of their clients.

Based on the information provided, the Respondent had a duty to advise their clients of all potential offers and the options available to them, even if the offer came from the Complainant's ex-husband. Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

105. 2025029031

Opened: 6/9/2025

Unlicensed

History: None

REC-2025029711 (#106), REC-2025029031 (#105) and REC-2025034751(#107) are related and contain identical allegations.

The Complainant is an out of state resident. The Respondent is unlicensed. The Complainant hired the respondent to manage their Tennessee property. The Respondent was responsible for collecting rent from the tenant and remitting the funds to the complainant after deducting management fees. On February 3, 2025, the Complainant provided notice of termination as they would be transitioning to a different property management company. Despite the notice, the Respondent failed to transfer the tenant records, property information, or funds to the new management company as required. The Complainant said that the Respondent stated they paid the funds to the Complainant for April 2025, the Complainant stated they did not receive the payment. As of May 2025, the Complainant stated that they are owed One Thousand One Hundred Fifty Dollars (\$1,150.00) in rent payments.

A letter was received from an attorney stating that they represented the respondent. They asked for additional time to submit a response. As of the submission of this legal report, a response was not provided. Counsel was unable to find a license related to the respondent or the property manager in CORE, the Respondent held themselves as a property management company without the proper credentials. Based on the information provided, Counsel recommends the 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 accepted Counsel's recommendation.

106. 2025029711

Opened: 6/17/2025

First Licensed: 9/2/2015

Expires: 12/14/2026

Type of License: Real Estate Firm

History: None

REC-2025029711 (#106), REC-2025029031 (#105) and REC-2025034751(#107) are related and contain identical allegations.

The Complainant is a Tennessee resident and homeowner. The Complainant stated that when they purchased their home, they were told that it was on a city road. They later found out that the property was located on a private road, that they had to maintain at their own expense. They alleged that the Respondent was the owner of real estate firm and the developer of the subdivision where they brought their house.

The Respondent denied the Complainant statement that they were the owner of a real estate firm when they purchased their property, nor do they currently own the firm. The Respondent stated that the Complainant purchased the house in 2009. The Respondent stated that they were one of the developers of the subdivision. When the paperwork was filed, the road that the Complainant's property was on was considered a city street. However, when they were updating the road, it was discovered the city didn't consider it a city street. However, all the paperwork it was designated as a city street and it's an issue that needs to be resolved between the Complainant and the city.

Counsel reviewed the documents submitted by the Respondent. It showed that the Complainant purchased the property in 2007, and the issue was discovered in 2009. Based on this information, the Complainant is outside of the two-year requirement to file a complaint with the Commission. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

107. 2025034751

Opened: 7/7/2025

First Licensed: 9/2/2015

Expires: 12/14/2026

Type of License: Real Estate Firm

History: None

REC-2025029711 (#106), REC-2025029031 (#105) and REC-2025034751(#107) are related and contain identical allegations.

The Complainant is a Tennessee resident and homeowner. The Complainant stated that when they purchased their home, they were told that it was on a city road. They later found out that the property was located on a private road, that they had to maintain at their own expense. They alleged that the Respondent was the owner of real estate firm and the developer of the subdivision where they brought their house.

The Respondent denied the Complainant statement that they were the owner of a real estate firm when they purchased their property, nor do they currently own the firm. The Respondent stated that the Complainant purchased the house in 2009. The Respondent stated that they were one of the developers of the subdivision. When the paperwork was filed, the road that the Complainant's property was on was considered a city street. However, when they were updating the road, it was discovered the city didn't consider it a city street. However, all the paperwork it was designated as a city street and it's an issue that needs to be resolved between the Complainant and the city.

Counsel reviewed the documents submitted by the Respondent. It showed that the Complainant purchased the property in 2007, and the issue was discovered in 2009. Based on this information, the Complainant is outside of the two-year requirement to file a complaint with the Commission. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

108. 2025031361

Opened: 6/17/2025

First Licensed: 1/1/1901

Expires: 10/9/2026

Type of License: Real Estate Firm

History: None

The Complainant is a Tennessee resident and buyer in a real estate transaction. The Respondent acted as the seller's agent. Within six months of being in the home. The Complainant stated it was evident that there were serious safety issues with the home. The asked the Respondent to contact the builder so they could discuss the issues with them. They stated that the Respondent failed to respond to their request for the builder's information. They were able to find the builder's information but when they tried to verify the license, they discovered that it didn't exist.

The Respondent wanted to clarify the builder was the seller. When the Complainant purchased the property, the designation was for a "remodeled home" not a new build, so the one-year warranty didn't apply. They stated that they were notified months after closing that the Complainant wanted to contact the contractor. Although it took a few weeks to get the pictures from the Complainant, they sent them to the contractor. The Complainant discussed the issues. The Respondent believed that the repairs were made prior to closing.

Based on the information provided, the Complainant's main concern was with the defects within the property. Here, the Respondent has limited duties after they close a property. Since repairs are outside of their scope of expertise and the defects weren't known until after closing, Counsel recommends that the matter be dismissed. It is also recommended that this complaint be referred to the Contractor's board for potential violations.

Recommendation: Dismiss and refer the complaint to the Contractor's board for potential violations.

Commission Decision: The Commission accepted Counsel's recommendation.

109. 2025031551

Opened: 6/17/2025

First Licensed: 6/25/2021

Expires: 6/24/2027

Type of License: Vacation Lodging Service Firm

History: None

The Complainant is a Vacation Lodging Service (VLS) Firm. The Respondent is a VLS firm. The Complainant stated that on numerous occasions the Respondent directly solicited owners they currently manage and convince them to leave the Complainant's firm and join the Respondent. They stated that the inducement used the Complainant's intellectual property and material to disparage the Complainant's services. They alleged that the Respondent is in violation because they solicited clients. The also stated that the Respondent is in violation by failing to include the firm number on the solicitations.

The Respondent denied the allegations and assert they are compliant with the Commissions statutes, rules and regulations. The Respondent stated that they run identical, broad-based campaigns which includes email blasts, social-media ads, and print flyers in every market they serve. They stated that they have never extracted or compiled lists of the Complainant's clients. Furthermore, they stated that they are not prohibited from advertising targeting property owners in a geographic location. They also denied not including the firm number on their advertisements. The response included screenshots of their advertisements and webpages, which display the firm number.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

110. 2025031771

Opened: 6/25/2025

First Licensed: 10/6/2022
Expires: 10/5/2026
Type of License: Affiliate Broker
History: None

REC-2025037081 (#111) and REC-2025031771 (#110) refer to the same Respondent and contain identical allegations.

An anonymous complaint was filed against the Respondent. The Complainant alleged that the Respondent failed to disclose that they were dual agency with the buyer and seller. The complaint alleged that the Respondent can't represent both interests and work with the Seller to get more commission.

The Respondent stated that numerous anonymous complaints have been filed against them. The complaint referred to a transaction where they acted as a facilitator and was a neutral party in the transaction. They attached a copy of the agency status confirmation form, which was signed by all parties, to support their claim. They also denied favoring the Seller to get a higher commission.

Based on the information provided, the anonymous Complainant doesn't appear to be a party to the transaction. There's nothing to suggest that the Respondent acted as dual agent or favored one client over another. Counsel recommends that this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

111. 2025037081
Opened: 7/7/2025
First Licensed: 10/6/2022
Expires: 10/5/2026
Type of License: Affiliate Broker
History: None

REC-2025037081 (#111) and REC-2025031771 (#110) refer to the same Respondent and contain identical allegations.

An anonymous complaint was filed against the Respondent. The Complainant alleged that the Respondent failed to disclose that they were dual agency with the buyer and seller. The complaint alleged that the Respondent can't represent both interests and work with the Seller to get more commission.

The Respondent stated that numerous anonymous complaints have been filed against them. The complaint referred to a transaction where they acted as a facilitator and was a neutral party in the transaction. They attached a copy of the agency status confirmation form, which was signed by all parties, to support their claim. They also denied favoring the Seller to get a higher commission.

Based on the information provided, the anonymous Complainant doesn't appear to be a party to the transaction. There's nothing to suggest that the Respondent acted as dual agent or favored one client over another. Counsel recommends that this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

112. 2025031941

Opened: 6/25/2025

First Licensed: 10/10/1995

Expires: 5/6/2027

Type of License: Principal Broker

History: 2011 Consent Order for failure to supervise an affiliate due to lapse in affiliate's E&O insurance

The Complainant is a Tennessee resident. The Respondent is Principal Broker. The Complainant alleged that they experience a brain injury and couldn't consent to the quit claim deed. The Respondent was aware of the brain injury and took advantage of the situation.

The Respondent stated that the allegations in the complaint are false. They stated that quit claim deed was granted as part of a divorce settlement. An attorney drafted the quit claim deed, and the Complainant was copied on the email. If the Complainant agreed with the terms, they were permitted to get it notarized. Three days after the quit claim deed was drafted, the Complainant was taken to the hospital. Several diagnostic tests were run but no brain injury was found. At no point did they threaten or coerce the Complainant, and all that was sent was a drafted document.

Based on the information provided, the case involves a familial dispute. The Complainant is the son in law of the Respondent and the divorce is occurring between the Complainant and the Respondent's daughter. The quit claim deed was never filed. A drafted document that was sent to the Complainant to review prior to the alleged brain injury. Counsel finds that the Complainant's allegations related coercion to be unfounded. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

113. 2025033621

Opened: 6/25/2025

First Licensed: 3/16/2005

Expires: 4/13/2026

Type of License: Affiliate Broker

History: None

The Complainant is a licensed real estate professional. The Respondent is an Affiliate Broker. The Complainant stated that on February 16, 2025, they discovered that their client, buyer, entered an offer to purchase agreement with the Respondent. The Complainant stated that they had an exclusive buyer's representation agreement with the buyer.

The Respondent stated that the Complainant contacted them about the property. The Respondent repeatedly asked if the buyer was represented, they said no. The buyer asked the Respondent to write an offer. At that time, they reiterated that they represented the seller and if they went forward, the buyer would be unrepresented. The buyer agreed and they wrote the contract. On February 16, 2025, the

Complainant called and asked who the buyer was. At the time, they were at a conference but said they would look at their files later. They stated that they don't believe that they should be involved in the complaint because they were unaware of the exclusive representation agreement.

Based on the information provided, the Respondent did their due diligence and asked the buyer if they had a representation agreement with anyone. They were told no on multiple occasions. Additionally, the buyer was unrepresented during the real estate transaction, and it doesn't appear that they advised the client on how to terminate an agreement. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

114. 2025033811

Opened: 6/25/2025

First Licensed: 5/17/2017

Expires: 5/16/2027

Type of License: Affiliate Broker

History: None

REC-2025033811(#114), REC-2025033841 (#115), and REC-2025033851 (#116) are related. REC-2025033811(#114) and REC-2025033851 (#116) contain identical allegations.

The Complainant is a homeowner. They stated that the Respondent followed their client on private property, although signs were posted. The property didn't have a serviceable driveway, and the Respondent should have received permission from them to use the easement to access the property. The Complainant stated that the Respondent should have known better and shouldn't have trespassed.

The Respondent stated that they went to a prospective listing with a long-term client. After securing the documents that confirmed the legality of the listing, the Respondent went to the property. The driveway used for ingress and egress of said

property has an easement. Various documents were included such as copies of email threads and documents related to the real estate transaction.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

115. 2025033841

Opened: 6/30/2025

First Licensed: 5/17/2017

Expires: 5/16/2027

Type of License: Affiliate Broker

History: None

REC-2025033811(#114), REC-2025033841 (#115), and REC-2025033851 (#116) are related. REC-2025033811(#114) and REC-2025033851 (#116) contain identical allegations.

The Complainant is a tenant for a rental property. The Respondent is an Affiliate Broker. On June 9, 2025, the Complainant stated that they received a phone call from their landlord that people were breaking into their and police were not involved. A neighbor confirmed that people were in the home and that they were changing the locks. The police arrived asked the Respondent and their client to leave. They stated that the Respondent trespassed into a property they were renting. They also stated that the driveway to their property isn't passable and they have an agreement with their neighbor to use their driveway. The Respondent used their neighbor's driveway without permission and trespassed to access their property

The Respondent stated that they went to a prospective listing with a long-term client. After securing the documents that confirmed the legality of the listing, the Respondent went to the property. The driveway used for ingress and egress of said property has an easement. The property was part of marital dissolution agreement in 2021. Per the agreement, the property was supposed to be refinanced, if it wasn't done within a year, the property was to be sold. On January 15, 2025, the court found that the refinancing didn't happen, and the property was to be vacated. The ex-husband refused and later held in contempt. On February 27, 2025, the court ordered

that the property be vacated within 10 days. On March 14, 2025, the Seller was advised that the property was vacant and confirmed again on May 9, 2025. They denied that they were detained by the police. The police showed up to investigate a claim that the neighbor pulled a gun on the Respondent and threatened to shoot them. It was unknown that the Complainant in this matter was living there. However, the Respondent proceeded with the eviction process so that they could sell the property. Various documents were included such as copies of email threads and documents related to the real estate transaction.

Based on the information provided, the matter seems to be related to a contentious divorce. However, the documents provided show that the Seller had the right to list the property. All parties agreed that the direct driveway to the property was inaccessible and the only way to enter the property was through the neighbor's driveway. The matters are better suited for civil and criminal court. Therefore, Counsel recommends this matter be dismissed.

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

116. 2025033851

Opened: 7/7/2025

First Licensed: 5/17/2017

Expires: 5/16/2027

Type of License: Affiliate Broker

History: None

REC-2025033811(#114), REC-2025033841 (#115), and REC-2025033851 (#116) are related. REC-2025033811(#114) and REC-2025033851 (#116) contain identical allegations.

The Complainant is a homeowner. They stated that the Respondent followed their client on private property, although signs were posted. The property didn't have a serviceable driveway, and the Respondent should have received permission from them to use the easement to access the property. The Complainant stated that the Respondent should have known better and shouldn't have trespassed.

The Respondent stated that they went to a prospective listing with a long-term client. After securing the documents that confirmed the legality of the listing, the Respondent went to the property. The driveway used for ingress and egress of said property has an easement. Various documents were included such as copies of email threads and documents related to the real estate transaction.

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

Recommendation: Dismiss.

Commission Decision: The Commission accepted Counsel's recommendation.

117. 2025030551

Opened: 6/25/2025

Unlicensed

History: None

The Complainant is a Tennessee resident. The Respondent is unlicensed. The Complainant alleged that the Respondent engaged in unlicensed activity. They stated that the Respondent doesn't properly manage their lease records, and they create false documents. They stated that the Respondent has created significant financial harm by participating "key money" false advertising practices, further encouraging later evictions to profit from the key money resell of lots advertised as free rent, making eviction process a profit serving motive to earn new key money.

The Respondent's Attorney submitted a response on their behalf. They argued that they meet the exemption because they are not engaged in buying or selling property. Their role is to rent out custom built tiny homes.

Here, the Respondent is not a broker or employee of a broker, or owner of the tiny homes. Therefore, Respondent does not meet the exemption in Tenn. Code Ann. § 62-13-104(a)(1)(E). Counsel finds the Complainant's allegations related to unlicensed activity to be founded. Counsel recommends this Respondent be assessed a One Thousand Dollar Civil Penalty 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 accepted Counsel's recommendation.

118. 2025014571

Opened: 4/28/2025

First Licensed: 12/13/2016

Expires: 2/20/2027

Type of License: Real Estate Firm

History: None

This matter was administratively opened for the complaint to be against the proper respondent. This matter is related to REC-2024050541 and REC-2024021971, which were presented on previous legal reports.

The original complaint was filed against an unlicensed individual acting a property manager. They were assessed a civil penalty of One Thousand Dollars (\$1,000.00). The Commission opened this complaint against the company that hired the individual However, the property switched management teams and operated under a new name. the Complainant The individual is still unlicensed.

Based upon all these facts, Counsel recommends that the Respondent be assessed a Civil Penalty of One Thousand Dollars for employing an unlicensed individual, in violation of Tenn. Code Ann. § 62-13-302.

Recommendation: Assess the Respondent a Civil Penalty of One Thousand Dollars (\$1,000.00) for employing an unlicensed individual, in violation of Tenn. Code Ann. § 62-13-302.

Commission Decision: The Commission accepted Counsel's recommendation.

CASES TO BE REPRESENTED

119. 2022018861

Opened: 5/23/2022

First Licensed: 9/16/2003

Expires: 4/12/2026

Type of License: Affiliate Broker

History: None

Complainant is a Tennessee resident. Respondent is an affiliate broker. On March 11th, Complainant alleges a property listed by Respondent was listed for 4,536 square feet based upon a tax assessment, but per a tax assessment Complainant discovered by the Comptroller of the Treasury the square footage is listed as 3,416. On April 16th, after an offer was accepted and price agreed upon based upon the larger square footage, the buyers asked for a copy of the floor plans during due diligence. On April 25th, Respondent sent floor plans that reflected the accurate square footage. However, on May 4th, Complainant states the closing continued and an appraisal is ordered by the bank and the appraiser noticed the discrepancy and this resulted in a lower value. The appraiser then informed Respondent the MLS was incorrect. Complainant stated the sellers did not accept the lower appraisal value and the contract was canceled. On May 9th, Respondent relisted the home but failed to update the MLS with the larger square footage despite knowing the error. Complainant alleges Respondent is engaging in misleading advertising and continued and flagrant course of misrepresentation for their failure to correct the square footage error.

Respondent answered the complaint stating the square footage was auto populated by the county's tax accessor's office. Respondent further states they did not make the listing active again, but the office policy is that once a contract fails and is still under a listing agreement, it is made active again on the MLS. Respondent claims this was changed on the same day and as with all listings there are disclaimers made for buyers and buyers' agents to verify all pertinent information. The listing is not back up with the current information, the same disclaimers, and mentions the tax discrepancies. Respondent also states they made the county tax accessor office aware of the discrepancy and states no misrepresentation was made. In this matter the discrepancy between the original listing and what was provided by the Comptroller of the Treasury and the appraisal ordered by the bank is a difference of at least 1,120 square feet, a substantial difference. While Respondent maintains that the original square footage information was provided to them by the county's tax accessor, prior to the appraisal, the correct square footage information appears to be provided elsewhere, and Respondent failed to seek sources to confirm the square footage. Additionally, this square footage was posted again in a second listing of the same property. Though this second listing was taken down shortly after posted, Counsel finds the square footage listing to be misleading or untruthful advertising and

recommends a One Thousand Dollar (\$1,000.00) civil penalty for violation of Tenn. Code Ann. § 62-13-312(b)(4).

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

Commission Decision: The Commission accepted Counsel's recommendation.

New Information: Respondent contacted me after receiving the request for investigation (RFI) via personal service. They provided a log from RealTracs to show that they didn't intentionally misrepresent anything in their listing. After reviewing the documentation provided, Counsel's new recommendation is to dismiss this matter.

New Recommendation: Dismiss.

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

120. 2023038271

Type of License: N/A

History: N/A

Opened: 8/21/2023

Unlicensed

History: None

Complainant submitted this complaint on behalf of their recently deceased family member who was a tenant. Respondent is unlicensed. Complainant alleges Respondent refused to return the security deposit and taking advantage of the senior citizens that are tenants at the property.

Respondent submitted a response stating that the security deposits are non-refundable and denied any unethical behavior. The Commission does not have authority to return security deposits and Counsel believes this matter is better suited for civil court. However, Counsel finds Respondent in violation for engaging in unlicensed activity.

Based on the information provided, there is no indication that the Respondent is the owner, a broker or employee of a broker. Respondent does not meet the exemption in Tenn. Code Ann. § 62-13-104(a)(1)(E). Therefore, Respondent was engaged in unlicensed activity in violation of Tenn. Code Ann. § 62-13-301.

Counsel recommends this Respondent be assessed a One Thousand Dollar Civil Penalty for engaging in unlicensed activity.

Recommendation: One Thousand Dollar (\$1,000.00) civil penalty for engaging in unlicensed activity.

Commission Decision: The Commission accepted counsel's recommendation.

New Information: This matter was presented on a previous legal report. After receiving the Consent Order, the Respondent spoke with Counsel and stated that all properties listed for rent were owned by the corporation. The Respondent provided documentation of ownership for the properties listed in the Consent Order. Counsel's new recommendation is to dismiss this matter.

New Recommendation: Dismiss.

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

121. 2024024651

Opened: 6/10/2024

Unlicensed

History: None

Complainant is a Tennessee resident licensed. Respondent is unlicensed. The Respondent was the owner of a house that the Complainant rented. The Respondent was their former landlord. The complaint alleges that that the Respondent wrongly evicted them from the property and failed to return their rent and deposit fee.

The Respondent stated that they acted in accordance with the lease agreement. The complainant failed to pay rent and violated the lease by having a roommate without prior approval. Counsel reviewed the Respondent's website, and they are advertising as a property management group and development company without a valid license.

Counsel finds Complainant's allegations related unlicensed activity to be founded. 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 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 accepted counsel's recommendation.

New Information: This matter was presented on a previous legal report. After receiving the Consent Order, the Respondent spoke with Counsel and stated that all properties listed for rent were owned by the corporation. The Respondent provided documentation of ownership for the properties listed in the Consent Order. Counsel's new recommendation is to dismiss this matter.

New Recommendation: Dismiss.

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

ADDENDUM

Kim Cooper:

122. 2021057561

Opened: 8/9/2021

First Licensed: 1/29/2003

Expires: 10/14/2025

Type of License: Principal Broker

History: 2021 Consent Order for failure to supervise an affiliate due to lapse in E&O insurance; 2024 Letter of Warning failure to exercise reasonable skill and care

This was an administratively opened complaint. Respondent was notified on January 29, 2021, that the affiliate's E&O insurance had lapsed, and that notice went to Respondent's primary mailing address as well as their email address. A letter addressed to Respondent's affiliate was also sent to Respondent's address, as that was the business address on file for the affiliate. Respondent's affiliate renewed their E&O insurance in May 2021, and Respondent was issued a \$200 civil penalty. In working to close outstanding cases, Counsel contacted Respondent related to this

matter and notified them that that the civil penalty is still outstanding. Respondent asks that the complaint be dismissed.

Respondent stated that they released the affiliate in December 2020 and should not be responsible for the former affiliate's lapse of E&O insurance. Respondent signed a release on December 2, 2020, prior to the lapse of insurance, and emailed the Department's help desk that same day stating that the affiliate had been released. It is possible that a lack of follow-up by both sides in 2021 resulted in the civil penalty being assessed against Respondent, and out of an abundance of caution Counsel asks that the Respondent be issued a letter of warning and the complaint closed.

Recommendation: Letter of warning regarding failure to supervise an affiliate due to lapse of E&O insurance.

Commission Decision: The Commission accepted Counsel's recommendation.

123. 2025007261

Opened: 3/31/2025

First Licensed: 11/24/2020

Expires: 11/23/2026

Type of License: Affiliate Broker

History: None

Respondent was the agent for Complainant/Buyer. Complainant alleges Respondent did not represent their interests and failed to exercise reasonable skill and care by failing to confirm the property was free of easements or restrictions as advertised. Complainant provided copies of communications between the parties wherein Complainant informed Respondent of the easement and Respondent stated they had checked for "restrictions" on the property at Complainant's request but not easements.

Respondent denied any knowledge of the easement but asserted it was the duty of the Seller to disclose that information. Parties are currently in litigation.

Recommendation: Litigation monitoring.

Commission Decision: The Commission accepted counsel's recommendation.

New Information: Complainant provided a recording of a phone conversation with Respondent wherein they reminded Respondent they were specifically looking for a property they could build on and would never have purchased the property had Complainant known about the easement. Respondent's immediate reaction, captured on the recorded call was: "I know, I agree with you. This is bad." Complainant also provided copies of communications with Respondent wherein Respondent confirmed they knew Complainant's concerns about any easements on the property and had, in fact, already looked at two properties with Respondent and discarded them because they had easements that would interfere with Complainant's plans to build a large workshop. Respondent assured Complainant prior to purchase they had checked with the title company and the property was free any easements or restrictions and Complainant relied on Respondent's expertise. Complainant asked that the Commission consider discipline without waiting for the outcome of any pending litigation.

New Recommendation: Five Hundred Dollar (\$500) civil penalty for failure to act with reasonable skill and care in violation of Tenn. Code Ann § 62-13-403(1).

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

MEETING ADJOURNED AT 11:20 A.M.